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OCT 19 2015

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OFFICE OF TOWN MANAGER

**VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED**

October 16, 2015

Town of Westford  
Attn: Jodi Ross, Town Manager  
55 Main Street  
Westford, MA 01886

Re: Our Client: Thomas Goddard, Trustee of Goddard Family Trust  
Premises: 66-68 Boston Road, Westford, MA

Dear Ms. Ross:

As you are aware, I represent Thomas Goddard, as he is trustee of the Goddard Family Trust, the owner of the property at the above-captioned Premises, formerly occupied by Eric's Flower Emporium. Please allow this letter to serve as notice pursuant to Westford's Rights of First Refusal contained within the three (3) Agricultural Preservation Restrictions recorded in the Middlesex North Registry of Deeds as follows: Book 8569, Page 242; Book 9155, Page 170; and Book 10124, Page 169 (collectively, the "Agricultural Preservation Restrictions").

My client has received a bona fide offer to purchase the said Premises, hereinafter described, pursuant to the copy of the Offer to Purchase Real Estate, attached hereto. The buyer is Ebrahim Masalehdan, of 26 Old Carriage Path, Groton, Massachusetts. The Premises are described as follows: Two parcels of land and buildings (including greenhouses), thereon, the first parcel located at 68 Boston Road, Westford, Massachusetts 01886, containing 2.00 acres of "land classified as STORE with a(n) STORE building built about 1972", more particularly described in a deed recorded with the Middlesex North District Registry of Deeds in Book 11422, Page 170, and shown on the Town of Westford's Assessor's Map 022 as parcel 0116, lot 0000 and the second parcel located at, 68 Boston Road, Massachusetts 01886 containing 6.97 acres of land and buildings thereon, more particularly described in a deed recorded with the Middlesex North District Registry of Deeds in Book 11422, Page 170, and shown on the Town of Westford's Assessor's Map 022 as parcel 0115, lot 0000.

The sale is contingent upon the buyer's satisfactory inspection of the property, including 21E testing.

Pursuant to the terms outlined in said right of first refusal in said Agricultural Preservation Restrictions, my client hereby offers to sell the Premises to the Town of Westford on the same terms and conditions as the said offer. Westford shall have one hundred and twenty (120) days after its receipt of this notice to provide notice to my client, via this office, that it

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DiBlasiLaw.com

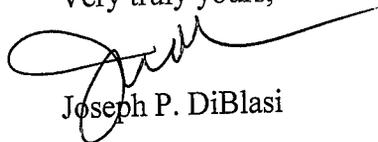
elects to purchase the same in accordance with the terms and conditions contained within the said Purchase and Sale Agreement, which purchase shall occur within thirty (30) days of Westford's notice of said election.

In the event that Westford shall not give notice of its election to purchase the Premises within the said 120 days, or, in the event that Westford shall elect to purchase but fail to complete the purchase as hereinabove provided, then my client shall be free thereafter to sell and convey the Premises to the offeror named in this notice, at a price not less than that specified in the attached Purchase and Sale Agreement.

Finally, if the Town is not interested in exercising its rights, I would respectfully request that the Town kindly notify us of this in writing at its earliest possible opportunity, so that this sale may go forward without delay.

Your attention to this matter is greatly appreciated.

Very truly yours,

A handwritten signature in black ink, appearing to read "Joe DiBlasi", with a long, sweeping horizontal flourish extending to the right.

Joseph P. DiBlasi

JPD/

Enclosure

CC: Thomas Goddard, Trustee  
Kempton P. Giggey, Esq., attorney for Mr. Masalehdan

**OFFER TO PURCHASE REAL ESTATE**

To: Owner of Record  
Thomas Goddard, Trustee of the  
Goddard Family Trust  
Date: \_\_\_\_\_  
(Seller)

I, Ebrahim Masalehdan, or my designated nominee, hereby offer to purchase, from you, the property herein referred to and identified as follows:  
66-68 Boston Road, Westford, MA 01880 - A Commercial/Agricultural property consisting of two parcels, consisting of approximately 2.00 acres and 6.970 acres of land with the buildings thereon

Subject to the following terms and conditions: Subject to the following:

(1) Buyer's satisfactory inspection of the property (including inspection for hazardous material per 21 E testing). Said 21 E testing to be done at Buyer's expense on or before November 24, 2015;

(2) Possession of property to be delivered to Buyer at closing free and clear of any and all tenants;

(3) Subject to satisfactory expiration of the 120 day right of first refusal of Town of Westford

1. Buyer will pay for the Premises \$ 650,000.00 Dollars of which  
(a) \$ 1,000.00 is paid herewith as a deposit to validate this Offer:  
(b) \$ 9,000.00 is to be paid as an additional deposit upon the execution of the Purchase and Sale Agreement provided for below; and  
(c) \$ 640,000.00 is to be paid at the time of delivery of the Deed.  
(d) \$ 650,000.00 Total Purchase Price
2. This Offer is good until 6:00 P.M. on Friday, October 9, 2015 at or before which time a copy of this Offer must be signed by you and returned to us, otherwise this Offer shall be void and of no force or effect and the money paid with this Offer shall be returned to us immediately.
3. The parties shall, on or before 6:00 PM on October 19, 2015, execute an applicable standard form Purchase and Sale Agreement, which, when executed, shall be the Agreement between the parties hereto.
4. The Closing shall take place at 12:00 PM on <sup>January 10, 2016</sup> ~~December 31, 2015~~ (provided that the Town of Westford has provided written waiver of its Right of First Refusal) at the Middlesex North County Registry of Deeds, at which time the Seller shall deliver a good and sufficient Quitclaim Deed, conveying good and marketable title to the Buyer or her nominee.
5. If this Offer is accepted by you, then our obligation to buy the Premises is subject to and conditioned upon:

- (a) Execution by you and us, on or before October 19, 2015, of a mutually satisfactory purchase and sale agreement setting forth all of the terms and conditions of this transaction, which shall then become the agreement of the parties; and

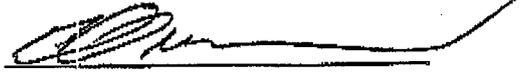
If the above conditions are not satisfied after the acceptance of this Offer, the Buyer shall in the first instance have the option to terminate the agreement and the deposit is refunded. Secondly, the Buyer may elect to renegotiate after the failure of any of the conditions and the parties shall then attempt to agree upon the solution, In the event the parties cannot agree after negotiation then the agreement shall terminate and the deposit shall be returned.

- 6. If we do not fulfill our obligations under this Offer after it has been accepted by you, the deposit shall immediately become property of the Seller without further liability by us to you.
- 7. Time is of the essence of this Offer.
- 8. The riders, if any, attached hereto are incorporated by reference.

9. Buyer shall provide proof of funds evidencing ability to pay sales price within ten (10) days of Seller's execution of this document.

**NOTICE:** This is a legal document. Consult an attorney. Upon acceptance by the Seller, it constitutes a binding agreement on both parties. Both parties acknowledge that they have been offered the opportunity to seek and confer with legal counsel of their choice prior to signing this agreement.

  
 Buyer: Ebrahim Masalehdan  
 Address: \_\_\_\_\_  
 \_\_\_\_\_

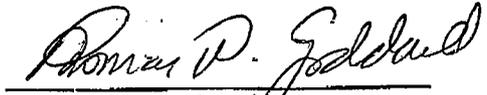
  
 Buyer

**SELLERS' REPLY:** (check one and sign below)

- (a) ACCEPT(S) the Offer as set forth above at 10 am/pm on 10/14, 2015.
- (b) REJECT(S) the Offer.
- (c) REJECT(S) the Offer and MAKE(S) a COUNTEROFFER on the following terms: \_\_\_\_\_  
 \_\_\_\_\_

This Counteroffer shall expire at \_\_\_\_\_ am/pm on \_\_\_\_\_, 2015 if not withdrawn earlier.

\_\_\_\_\_  
 Seller:  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

  
 Seller: Trustee