

**TOWN OF WESTFORD
FIRST AMENDMENT TO
AGRICULTURAL PRESERVATION RESTRICTION**

This First Amendment to the Agricultural Preservation Restriction recorded at the Middlesex North Registry of Deeds in Book 10124, Page 169, is made on this ____ day of _____, 2016, by and between the Town of Westford, by and through its Board of Selectmen, a municipal corporation with a business address of 55 Main Street, Westford, Massachusetts (hereinafter referred to as the “Grantee” or the “Town”), and ~~Ebrahim Masalehdan, an individual~~ Westford Gateway, LLC a duly organized and existing Massachusetts limited liability company with an address of 31 Progress Avenue, Tyngsboro, Massachusetts (hereinafter referred to as the “Grantor”).

WITNESSETH:

WHEREAS, the Grantor is the owner in fee simple of two contiguous parcels of land in the Town of Westford, which are collectively known as 66-68 Boston Road, Westford, Massachusetts, as described in deeds recorded in the Middlesex North Registry of Deeds at Book 2201, page 621 and Book 2421, Page 433 (hereinafter referred to as the “Property”);

WHEREAS, the Town is the holder of three Agricultural Preservation Restrictions, recorded at the Middlesex North Registry of Deeds in Book 8569, Page 242 (“APR 1”); Book 9155, Page 170 (“APR 2”) and Book 10124, Page 169 (“APR 3”): (hereinafter collectively referred to as the “APRs”) and as shown on a Plan entitled “Compiled Plan of Land” prepared by Diversified Civil Engineering dated May 6, 1997 and recorded at the Middlesex North Registry of Deeds at Book of Plans 194, Plan 7;

WHEREAS, APR 1 and APR 2 generally prohibit the use of the land for non-agricultural purposes, and APR 3 generally prohibits the use of the Premises for non-agricultural purposes and generally allows for continued use of an existing “country store” building;

WHEREAS, the parcels have been allowed to lie fallow for several years, and the “country store” building is vacant and in disrepair, such that they have become a blight on the surrounding neighborhood;

WHEREAS, the Grantor has submitted a development plan to reestablish the agricultural use of the land covered by APR 1 and APR 2 through the installation and maintenance of a high tensile orchard, cherry trees, a greenhouse, and row crops;

WHEREAS, the Grantor’s ability to maintain his proposed agricultural uses is dependent upon his ability to use APR 3 for a farm-to-table restaurant and function room with related parking, which necessitates the removal of the “country store” structures; and

WHEREAS, the Town recognizes that the viability of the two parcels for sustained agricultural use is limited due to their small size, topography and location, and that allowing the use of one of the APR areas for the purposes described herein will have a positive effect on the public good and will yield a substantial benefit to the agricultural resources of the Town.

NOW THEREFORE, for good and valuable consideration, the receipt of sufficiency of which is hereby acknowledged, the Grantor and Grantee, do hereby agree to amend APR 3 as set forth herein:

FIRST AMENDMENT

1. APR 3 is hereby amended as follows by adding the following new subparagraph (7) to Article III, Section A:

(7) The construction and operation of up to a ~~16,500 square foot building~~ 11,337 gross square foot building footprint farm to table restaurant and function room with no more than 19,787 sq. ft of gross occupied floor area with related parking and utilities, to be used for restaurant and banquet hall purposes, as shown on the conceptual plan attached hereto, provided that said use is related to and in support of the agricultural uses of the two contiguous parcels, which are described in the deeds recorded at the Middlesex North Registry of Deeds at Book 2201, page 621 and Book 2421, page 433. The exercise of the rights retained in this paragraph are expressly contingent upon the the aforementioned contiguous parcels being actively engaged in in agricultural use and said rights shall be forfeited if the use of said contiguous parcels is abandoned or changed-. If the Grantor exercises the rights retained in this paragraph, there will be no change in use or transfer of any interest in the Premises without the express written approval of the Grantee.

~~2. The Right of First Refusal (Exhibit B to APR 3) is hereby amended by adding the following to the end of subparagraph 2 of paragraph A:~~

~~provided, however, that if the Grantor has exercised the rights retained in Article III(A)(7) of the Agricultural Preservation Restriction, as amended, the Grantor shall offer to sell the Premises to the Grantee at the fair market value of the Premises as agricultural land, as determined by a Massachusetts Certified Real Estate Appraiser chosen by the Grantor and Grantee.~~

~~3.~~
2. All other terms and conditions of the APR and Right of First Refusal shall remain in full force and effect.

This Agreement is to take effect as a sealed instrument, this ___ day of _____, 2016.

~~EBRAHIM MASALEHDAN
WESTFORD GATEWAY, LLC~~

TOWN OF WESTFORD
By its Board of Selectmen

BY: EBRAHIM MASALEHDAN, MANAGER

BY: CHUNG MOU WONG, MANAGER

537976

ATTACHMENT:
CONCEPTUAL PLANS OF PROJECT

1. "Site Layout Plan, Proposed Restaurant, 66 Boston Road, Westford, MA Owned by & Prepared For Ebi Masahehdan, Scale: 1" = 40', February 22, 2016 (revised through 7/27/16) prepared by TFM [to be updated if and when plans change per discussions with the boards]

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2. Proposed Restaurant at: 66-68 Boston Road, Westford, Massachusetts, prepared by Domenic Sicari Associates, LTD dated as revised through 7/26/2016. [to be updated if and when plans change per discussions with the boards]

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