

PURCHASE AND SALE AGREEMENT

As of this ___ day of _____, 2014 (the “Effective Date”):

1. Parties and Mailing Addresses:

Wright Hill Association, LLC, a Massachusetts limited liability company (the “SELLER”), agrees to SELL and

The Town of Acton, by and through its Board of Selectmen, having an address of 472 Main Street, Acton, Massachusetts 01720 (the “BUYER”), agrees to BUY, upon the terms set forth herein, the following described premises:

2. Description:

The premises containing 14.046 acres identified as “Lot 13” (the “Property”) on a plan, as modified and approved by the Land Court, filed in the Land Registration Office, being plan number 10306-M, a copy of which is filed in the Registry of Deeds for the South Registry District of Middlesex County (the “Plan”), a copy of which is attached hereto as Exhibit A. The Property includes appurtenant access/trail easements benefiting the Property over remaining land of the SELLER granted prior to or contemporaneous with the closing.

For SELLER’s title to the Property, see deed to SELLER dated July 2, 2013 and filed with the Middlesex South Registry District of the Land Court as Document NO. 1645822 (Certificate of Title No. 254327) and attached hereto as Exhibit B.

3. Title Deed:

The Property is to be conveyed by a good and sufficient quitclaim deed running to BUYER, and said deed shall convey good and clear record and marketable title thereto, free from encumbrances, except

- (a) Provisions of existing building and zoning laws;
- (b) Any liens for municipal betterments assessed after the date of this Agreement; and
- (c) Easements, restrictions and reservations of record, so long as they do not interfere with BUYER’s anticipated or proposed use of the Property.

[The remainder of this page has been intentionally left blank.]

4. Purchase Price:

The agreed purchase price for the Property is One Million Two Hundred Eighty Thousand (\$1,280,000.00) Dollars (the "Purchase Price"), of which

\$ 1,000.00 has been paid as a deposit this day (the "Deposit");

\$1,279,000.00 is to be paid at the time of delivery, acceptance and recording of the deed by wire transfer.

\$ 1,280,000.00 TOTAL

5. Time for Performance; Delivery of Deed:

Such deed is to be delivered at 10:00 A.M. on the 21st day of November, 2014 (the "Closing Date") at the office of the Town Manager at 472 Main Street, Acton, Massachusetts 01720. It is agreed that time is of the essence of this Agreement.

6. Possession and Condition of Property:

Full possession of the Property free of all tenants and occupants is to be delivered at the time of the delivery of the deed, the Property to be then in compliance with provisions of any instrument referred to in Paragraph 3 hereof.

7. Extension to Perfect Title or Make Property Conform:

If at the time for performance of this Agreement SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Property, all as herein stipulated, or if at the time of the delivery of the deed the Property does not conform with the provisions hereof, as the case may be; (a) SELLER shall give written notice thereof to BUYER at least three (3) days before the time for the delivery of the deed, (b) SELLER shall use diligent, good faith efforts to remove any defects in title or to deliver possession as provided herein or to make the Property conform to the provisions hereof, and (c) upon the delivery of the notice mentioned above, the Closing Date shall be extended for a period of up to thirty (30) days, provided, however, that (y) such extension period shall be for as short a period as is required by SELLER to effect such necessary cure to the title or condition of the Property and (z) SELLER shall not be entitled, without BUYER's consent, to extend under this Paragraph 7 if it has already extended the Closing Date pursuant to Paragraph 5 herein. SELLER's diligent good faith efforts hereunder shall not require SELLER to expend more than \$25,000.00 exclusive of sums paid to discharge mortgages, monetary liens and/or municipal charges.

8. Failure to Perfect Title or Make The Property Conform:

If, at the expiration of the extended time provided in Paragraph 7 above, despite SELLER's diligent and good faith efforts, SELLER shall have failed so to remove any defects in title, deliver possession, or make the Property conform, as the case may be, all as herein agreed, then any payments made under this Agreement shall be forthwith

refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

9. BUYER's Election to Accept Title:

BUYER shall have the election, at either the original Closing Date or any extended Closing Date, to accept such title as SELLER can deliver to the Property in its then condition and to pay therefor the Purchase Price without deduction, in which case the SELLER shall convey such title to BUYER.

10. Acceptance of Deed:

The acceptance and recording of a deed by BUYER shall be deemed to be the full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

11. Use of Purchase Money to Clear Title:

To enable SELLER to make conveyance as herein provided, SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed or, with respect to institutional mortgages only, as soon as possible thereafter in accordance with applicable laws and conveyancing practices.

12. Deposit:

The Deposit made hereunder shall be held in escrow by the law firm of Anderson & Kreiger LLP (the "Escrow Agent") in accordance with the terms and conditions of this Paragraph 12 and the agreement affixed hereto as Exhibit C (the "Escrow Agreement").

13. BUYER's Default; Damages:

If BUYER shall fail to fulfill BUYER's agreements herein, all deposits made hereunder by BUYER shall be paid to SELLER as liquidated damages and this shall be SELLER's sole and exclusive remedy at law or in equity for any breach of this Agreement by the BUYER.

14. Easement:

BUYER and SELLER acknowledge that SELLER recently conveyed an adjacent parcel of land shown on the Plan as "Lot 14" to a third-party (the "Adjacent Parcel"). In the deed for the Adjacent Parcel, SELLER reserved an access easement across the Adjacent Parcel for the benefit of BUYER to access the Property (the "Easement"). Simultaneously with the closing of the conveyance of the Property, SELLER shall cause the owner of the Adjacent Parcel to convey to BUYER the Easement in the form attached hereto as Exhibit D and made a part hereof and a Subordination Agreement from any

existing mortgagees holding a mortgage on the Adjacent Parcel. The Easement and any Subordination Agreement shall be recorded with the Middlesex South Registry of Deeds at the time of closing. The parties hereby acknowledge and agree that BUYER may elect to issue an order of taking of the Easement by eminent domain. The provisions of this Section shall survive the closing.

15. Taking by Eminent Domain:

The parties hereby acknowledge and agree that BUYER may elect to issue an order of taking of the Property by eminent domain and to pay the Purchase Price as damages in connection therewith. In the event of such a taking, BUYER shall perform said taking on the Closing Date, and the SELLER will on the Closing Date grant a confirmatory deed to the Property to BUYER, accept the Purchase Price and provide a release satisfactory to BUYER in lieu of all other damages, awards, costs, and consideration for the Property.

16. Title:

It is understood and agreed by the parties that the Property shall not be in conformity with the title provisions of this Agreement unless:

- A. All buildings, structures and improvements, including, but not limited to, any driveways, garages, fences, septic systems and all means of access to the Property, are located completely within the boundary lines of said Property and shall not encroach upon or under the property of any other person or entity (except for the Easement as provided in Paragraph 14 herein);
- B. No building, structure or improvement of any kind belonging to any other person or entity encroaches upon or under said Property;
- C. Title to the Property is insurable at normal title insurance premium rates, for the benefit of BUYER by a nationally-recognized title insurance company upon delivery from SELLER to BUYER of the deed contemplated by this Agreement and upon recordation of such deed, by an owner's title insurance policy (on the current ALTA form) insuring fee title in BUYER free from all exceptions other than those exceptions set forth in Paragraph 3 or elsewhere in this Agreement; and
- D. Certificates of Compliance for any outstanding Orders of Conditions pertaining to wetlands have been recorded or delivered for recording at closing.

17. Access:

BUYER and its agents shall have the right of access to the Property prior to the Closing Date for the purpose of inspecting the condition of the Property.

18. Notices:

All notices required or permitted to be given hereunder shall be in writing and delivered by hand or sent by Federal Express or other recognized overnight delivery service or by facsimile (with proof of transmission):

in case of notice to SELLER, to: Wright Hill Association, LLC

with a copy to: Steven R. Graham, Esq.
Graham & Graham, P.C.
6 School Street
Acton, MA 01720

in case of notice to BUYER, to: Town of Acton
472 Main Street
Acton, MA 01720
Attn: Town Manager

with copies to: Stephanie B. Dubanowitz
Anderson & Kreiger LLP
One Canal Park, Suite 200
Cambridge, MA 02141
Tel: 617.621.6551
Fax: 617.621.6651

Any such notice shall be deemed given when so delivered by hand or, if sent by Federal Express or other recognized overnight delivery service, on the next business day after deposit with said delivery service, or if by facsimile (with proof of transmission), on the same business day.

19. REBA Standards:

Any matter or practice arising under or relating to this Agreement that is the subject of a title or practice standard of the Massachusetts Real Estate Bar Association shall be governed by such standard to the extent applicable, unless specifically provided otherwise in this Agreement.

20. Underground Fuel Storage Tanks:

SELLER represents that, to the best of SELLER's knowledge and belief, there are no underground fuel storage tanks on the Property. The provisions of this Paragraph 20 shall survive delivery of the deed.

21. SELLER'S Delivery of Property Documents:

SELLER acknowledges and agrees that it has delivered to BUYER (a) all environmental reports and assessments relating to the Property, (b) all geotechnical information relating to the Property, (c) all existing title documentation, (d) any existing surveys of the Property, and (e) other such documents and information in SELLER's control as BUYER has reasonably requested.

22. SELLER Delivery of Closing Documents:

SELLER shall cooperate with BUYER by executing, acknowledging, swearing to the truth of the contents and delivering such instruments as may reasonably and customarily be required by BUYER's title insurance company and/or BUYER's attorney in conjunction with the closing.

23. Extensions:

By executing this Agreement, BUYER and SELLER hereby grant to their respective attorneys the actual authority to bind them by facsimile for the limited purpose of allowing them to grant extensions hereunder, and BUYER and SELLER shall be able to rely upon the signatures of said attorneys as binding unless they have actual knowledge that either party has disclaimed the authority granted herein to bind them.

24. Efforts to Cure Title or Condition of the Property:

SELLER shall use diligent, good faith efforts to deliver the Property and the title thereto as provided herein by the Closing Date.

25. Suits or Judgments:

SELLER represents and warrants to BUYER that SELLER has no notice or knowledge of any suits or judgments in relation to the Property. The provisions of this paragraph shall survive the delivery of the deed for the Property or the early termination hereof.

26. Brokers:

SELLER and BUYER each warrant and represent to the other that neither has dealt with any real estate broker, salesperson, finder, or other person entitled to a commission or fee in connection with the negotiation or execution of this Agreement or the consummation of the transaction contemplated hereby. This paragraph shall survive delivery of the deed for the Property or the early termination hereof.

27. Disclosure of Beneficial Interest Form:

SELLER shall provide within three (3) days of execution of this Agreement, the disclosure of beneficial interest form that is attached hereto as Exhibit E as required under G.L. c. 7, sec. 40J. The Town will promptly file this form with the Division of Capital Asset Management of Massachusetts.

28. Municipal Purposes:

BUYER is acquiring the Property for municipal purposes. BUYER may elect to acquire the Property through one or more deeds for portions of the Property running to one or more municipal entities, boards or commissions upon notification to SELLER at least seven (7) days before the deed or deeds are to be delivered as herein provided.

29. Municipal Approvals and Processes:

Notwithstanding anything set forth herein to the contrary, BUYER's obligations hereunder are expressly subject to and contingent upon the approval of the Acton Board of Selectmen and all other municipal approvals that are required for the purchase of the Property, including without limitation the Town of Acton completing the notification process for unique real property acquisitions that is described in Massachusetts General Laws Chapter 30B, Section 16(e)(2) to the Town of Acton's reasonable satisfaction.

30. Buyer Termination:

In the event of any termination of this Agreement because of any default by SELLER, then the Deposit made under this Agreement shall be forthwith refunded in accordance with the Escrow Agreement and BUYER shall be entitled to pursue all remedies available to it in law and in equity, including without limitation specific performance.

31. Liability of Trustee, Shareholder, Beneficiary, etc.:

SELLER and BUYER are executing this Agreement in a representative or fiduciary capacity, and only the principal or the estate represented shall be bound; neither the SELLER nor BUYER so executing, nor any shareholder, board member or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

32. Severability:

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect, and in the place of such invalid or unenforceable provision there shall be substituted a like, but valid and enforceable provision, which comports to the findings of the aforesaid court and most nearly accomplishes the original intention of the parties.

33. Interpretation.

The parties acknowledge that any ambiguities are to be resolved against the drafting party in the interpretation of this Agreement or any exhibits or amendments hereto.

34. Signatures:

Each party to this Agreement agrees that delivery of an executed signature page of this Agreement to the other party (or its attorney) by facsimile or other electronic transmission shall be binding on each of the parties as if the original of such facsimile or other electronic transmission had been delivered to the other party.

35. Construction of Agreement:

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both SELLER and BUYER. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

[The remainder of this page has been intentionally left blank.]

In witness whereof, the parties hereto affix their hands and seals as of the date first set forth above.

BUYER:

TOWN OF ACTON

By its Board of Selectmen

Mike Gowing, Chair

Katie Green, Vice-Chair

Janet Adachi

Peter Berry, Clerk

Franny Osman

SELLER:

WRIGHT HILL ASSOCIATION, LLC

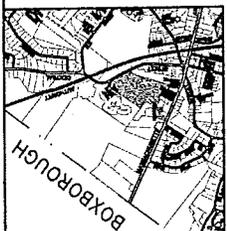
By: _____

Name:

Its: Manager, hereunto duly authorized

EXHIBIT A

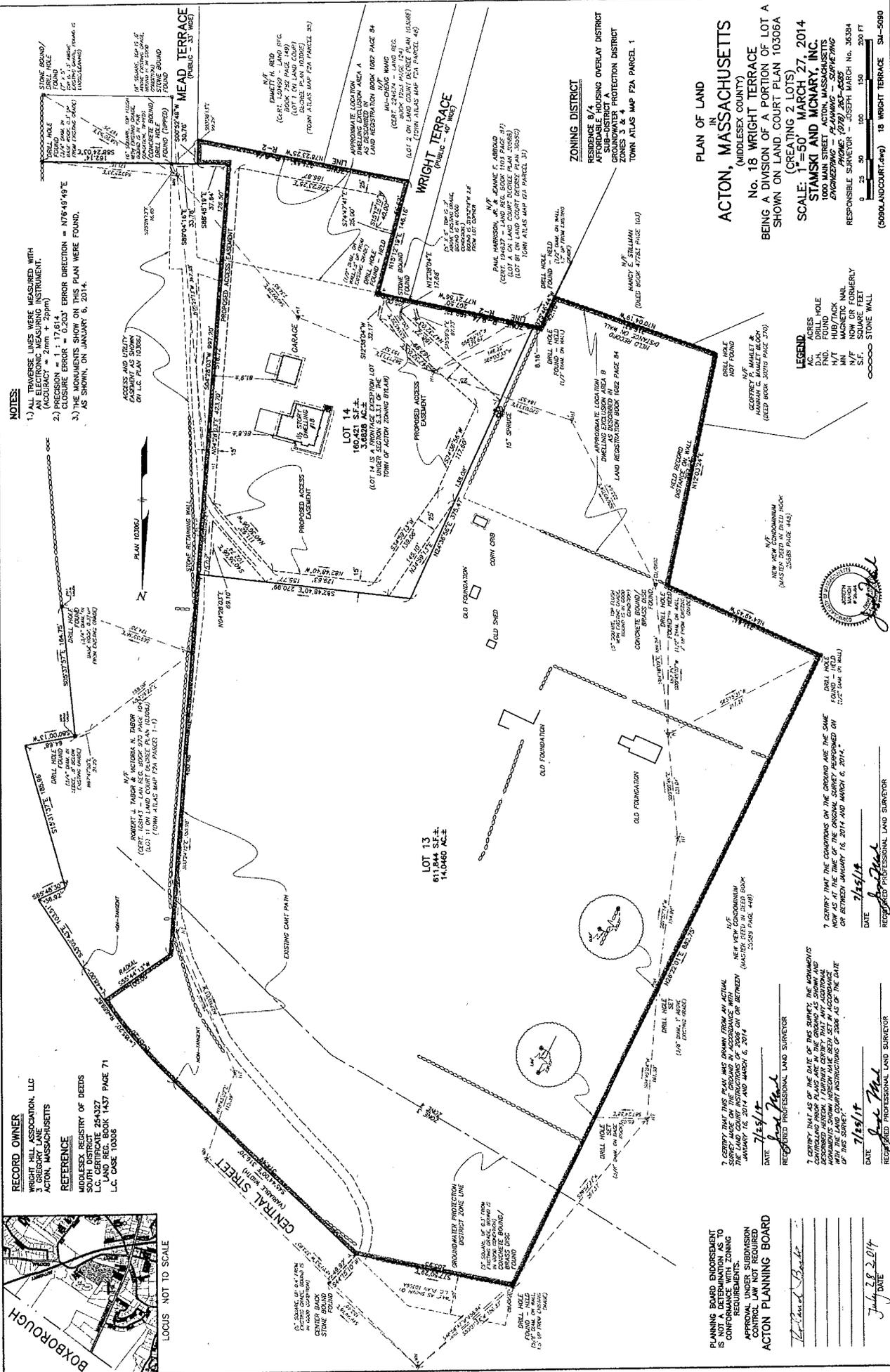
PLAN OF PROPERTY
(to be attached)



RECORD OWNER
 WRIGHT HILL ASSOCIATION, LLC
 3 GREGORY LANE
 ACTON, MASSACHUSETTS

REFERENCE
 MIDDLESEX REGISTRY OF DEEDS
 SOUTH DISTRICT 254327
 LAND REG. BOOK 1437 PAGE 71
 L.C. CASE 10006

NOTES:
 1.) ALL TRANSVERSE LINES WERE MEASURED WITH AN ELECTRONIC MEASURING INSTRUMENT.
 2.) PRECISION ERRORS = 1.76/303. ERROR DIRECTION = N78°49'49"E
 3.) THE MONUMENTS SHOWN ON THIS PLAN WERE FOUND, AS SHOWN, ON JANUARY 6, 2014.



PLAN OF LAND
 IN
ACTON, MASSACHUSETTS
 (MIDDLESEX COUNTY)
No. 18 WRIGHT TERRACE
 BEING A DIVISION OF A PORTION OF LOT A
 SHOWN ON LAND COURT PLAN 10306A
 (CREATING 2 LOTS)
SCALE: 1"=50' MARCH 27, 2014
STANSKI AND MONARY, INC.
 100 MAIN STREET, ACTON, MASSACHUSETTS
 EXCHANGE/RING - PLANNING - SURVEYING
 PHONE: (978) 263-0085
 RESPONSIBLE SURVEYOR - JOSEPH WARCH NO. 38384
 N/E NOW OR FORMERLY
 S/E
 0 25 50 100 150 200 FT
 (5000xLANDCOURT.dwg) 18 WRIGHT TERRACE SA-5090

LEGEND
 AC. ACRES
 D.H. DRILL HOLE
 D.L. DEED BOOK
 H/T HUB/TACK
 M/N MAGNETIC NAIL
 S.F. SQUARE FEET
 OOOOO STONE WALL

7. CERTIFY THAT THIS PLAN WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND IN ACCORDANCE WITH THE REQUIREMENTS OF MASSACHUSETTS REGULATION 801 CMR 1.00(1) AND (2) ON OR BETWEEN JANUARY 16, 2014 AND MARCH 6, 2014.
 DATE 7/15/14
 RECEIVED PROFESSIONAL LAND SURVEYOR

8. CERTIFY THAT THE CONDITIONS ON THE GROUND ARE THE SAME NOW AS AT THE TIME OF THE ORIGINAL SURVEY RECORDED ON OR BETWEEN JANUARY 16, 2014 AND MARCH 6, 2014.
 DATE 7/15/14
 RECEIVED PROFESSIONAL LAND SURVEYOR

9. CERTIFY THAT THE CONDITIONS ON THE GROUND ARE THE SAME NOW AS AT THE TIME OF THE ORIGINAL SURVEY RECORDED ON OR BETWEEN JANUARY 16, 2014 AND MARCH 6, 2014.
 DATE 7/15/14
 RECEIVED PROFESSIONAL LAND SURVEYOR

10. CERTIFY THAT THE CONDITIONS ON THE GROUND ARE THE SAME NOW AS AT THE TIME OF THE ORIGINAL SURVEY RECORDED ON OR BETWEEN JANUARY 16, 2014 AND MARCH 6, 2014.
 DATE 7/15/14
 RECEIVED PROFESSIONAL LAND SURVEYOR

PLANNING BOARD ENFORCEMENT IS NOT A DETERMINATION AS TO APPROVAL WITH ZONING REQUIREMENTS. SUBMITTAL OF THIS PLAN TO THE PLANNING BOARD DOES NOT CONSTITUTE AN APPROVAL. APPROVED BY THE PLANNING BOARD CONTROL LAW NOT REQUIRED.

ACTON PLANNING BOARD

Joseph Warch
 DATE 7/15/14

PLANNING BOARD ENFORCEMENT IS NOT A DETERMINATION AS TO APPROVAL WITH ZONING REQUIREMENTS. SUBMITTAL OF THIS PLAN TO THE PLANNING BOARD DOES NOT CONSTITUTE AN APPROVAL. APPROVED BY THE PLANNING BOARD CONTROL LAW NOT REQUIRED.

ACTON PLANNING BOARD

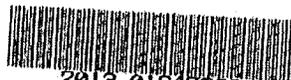
Joseph Warch
 DATE 7/15/14

EXHIBIT B

(Deed to be attached)

Doc. 1645822

19



Bk: 1437 Pg: 71 Cert#: 264327
Doc: DEED 07/02/2013 11:13 AM

DEED

Joseph H. Rice, an unmarried person, of Acton, Middlesex County, Massachusetts

d 7/2/13
Restrictions

for consideration paid, and in full consideration of One Million Six Hundred Fifty Thousand (\$1,650,000) Dollars

grants to Wright Hill Association, LLC, a Massachusetts limited liability company with its principal place of business located at 3 Gregory Lane, Acton, Massachusetts

with quitclaim covenants

the land with the buildings and other improvements thereon in Acton, Middlesex County, Massachusetts, known as and numbered 18 Wright Terrace, being more particularly described as follows:

Northerly by a Way, two hundred one and 42/100 feet;

Northeasterly by Central Street, six hundred four and 84/100 feet;

Southeasterly, thirty-six and 44/100 feet;

Northeasterly, one hundred eighty-six and 78/100 feet;

Southeasterly, sixty-four and 68/100 feet, by land now or formerly of Millard J. Handley, et al.;

Easterly by lands of sundry adjoining owners as shown on plan hereinafter mentioned, eight hundred nine and 63/100 feet;

Southerly by land now or formerly of Louisa A. Dudley, one hundred sixty-three and 36/100 feet;

Address: 18 Wright Terrace, Acton, MA 01720

224890

MASSACHUSETTS EXCISE TAX
Southern Middlesex District ROD # 001
Date: 07/02/2013 11:13 AM
Citr# 188598 18082 Doc# 01645822
Fee: \$7,524.00 Cons: \$1,650,000.00

Westerly by the Easterly line of Davis Terrace, sixty feet;

Southerly by the Northerly line of said Terrace, thirty-three feet;

Easterly by the Westerly line of said Terrace, two hundred forty-five and 87/100 feet;

Southerly by Massachusetts Avenue, three hundred thirty and 76/100 feet;

Westerly by the Easterly line of Wright Terrace, three hundred eighty and 48/100 feet;

Southerly by the end of Wright Terrace and by land now or formerly of Charles B. Stone, two hundred seven and 54/100 feet;

Easterly by said Stone land, forty-two and 40/100 feet;

Southerly, two hundred sixteen and 83/100 feet;

Westerly, two hundred ninety-seven and 94/100 feet;

Southerly, two hundred eleven and 78/100 feet, by land now or formerly of Martha R. Teele; and

Northwesterly by land now or formerly of Franklin M. Upham, Jr., et al., eight hundred eighty-four and 13/100 feet.

Said parcel is shown as Lot A on said plan (Plan No. 10306^A).

All of said boundaries are determined by the Court to be located as shown on a plan, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 127, Page 445, with Certificate 20545.

There is excepted and excluded from the above described land Lot A¹ shown on plan filed in Registration Book 368, Page 397 and Lot 1 shown on plan filed in Registration Book 627, Page 61, and Lot 11 shown on plan filed in Registration Book 912, Page 45.

There is appurtenant to the above described land a right of way over the Way as shown on plan filed in Registration Book 127, Page 445 to Central Street, to be used in common with others entitled thereto.

X

The premises have the benefit of reservations set forth in Document No. 576693.

The premises are conveyed with the following restrictions:

1. No dwelling shall be constructed on the area lying south of the existing dwelling and between Wright Terrace and Mead Terrace, marked Area A on the sketch attached hereto as Exhibit ~~BA~~, or on the area known as the West Pasture, marked Area B on said Exhibit ~~A~~.
B
2. Wright Terrace shall not be extended, except as necessary solely to provide frontage for any lot on which the existing dwelling will be located.
3. There shall be no public through access from Massachusetts Avenue to Central Street via the premises.
4. No more than six (6) dwellings, exclusive of the existing dwelling, may be constructed on the premises.
5. The existing dwelling may be used only for single family residential purposes. This restriction No. 5 will expire on July 1, 2017.

Subject to easements, restrictions and covenants of record if they affect the locus and are in full force and effect, expressly not intending nor meaning to extend the same in the event that they have expired by operation of law or otherwise.

For Grantor's title, see Deed dated July 1, 2002, filed in the Registry of Deeds for the South Registry District of Middlesex County as Document No. 1217001. See also Certificate of Title No. 224890, recorded in Book 1254, Page 140.

Witness my hand and seal this 2nd day of July, 2013.

Joseph H. Rice
Joseph H. Rice

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

On this 2nd day of July, 2013, before me, the undersigned Notary Public, personally appeared Joseph H. Rice, proved to me through satisfactory evidence of identification, which was: personally known to me to have the identity claimed; or examination of Massachusetts Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Steven R. Graham
Notary Public

My Commission Expires:

[apply seal]

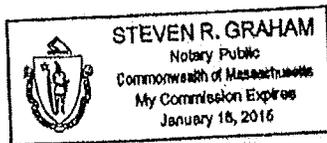


Exhibit A

Legend

- Subject Property Boundary
- 10' Contour Interval
- Building Footprints
- Public and Private Roads
- Approximate Edge of Woods
- Approximate Location of Old Road

Subject Property: 17.452 Acres
 P/W (Massachusetts) Records...

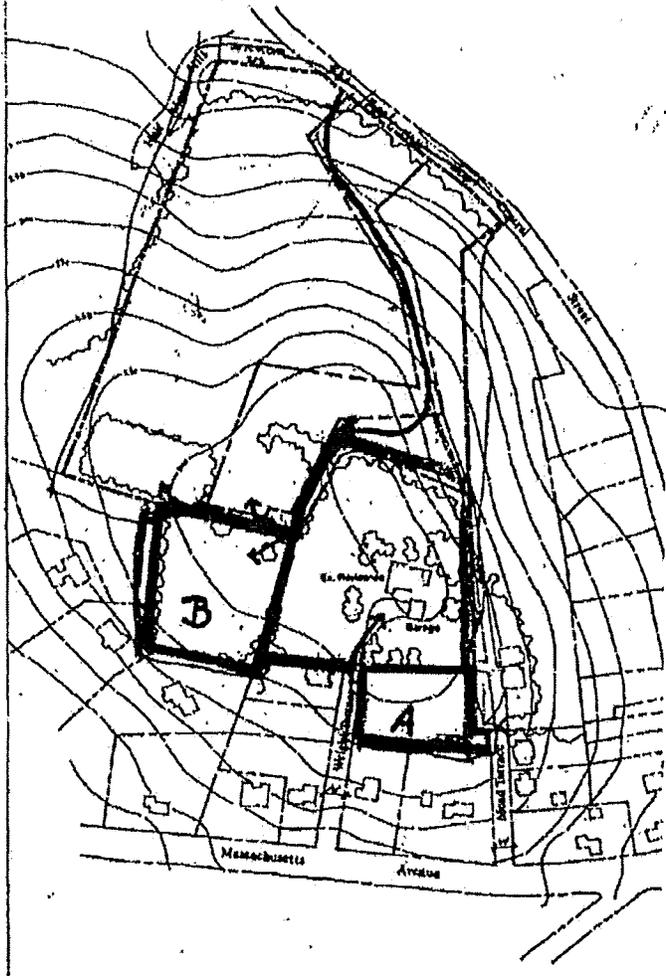
Submitted August 1972
 Scale: 1" = 100' Horizontal

MEAD PROPERTY
 18 Wright Terrace
 Acton, Massachusetts

Scale: 1" = 100'
 0 50 100 200 Feet

40,000 sq. ft.
 (0.9226 Ac.)

LandVest
 THE REAL ESTATE COMPANY, INCORPORATED



PLANNED PLAN.

24

DOCUMENT 01645822

Southern Middlesex Land Court
Registry District

RECEIVED FOR REGISTRATION

On: Jul 02, 2013 at 11:13A

Document Fee: 125.00
Receipt Total: \$7,714.00

NEW: CERT 254327 BK 01437 PG 71

OLD: CERT 224890 BK 1254 PG 140

~~NAME TEL.
STREET ADDRESS
CITY OR TOWN~~

EXHIBIT C

ESCROW AGREEMENT

WHEREAS, Wright Hill Association, LLC (the "Seller"), as seller, and The Town of Acton, by and through its Board of Selectmen, having an address of 472 Main Street, Acton, Massachusetts 01720 ("Buyer"), as buyer, entered into that certain Purchase and Sale Agreement dated as of _____ (the "Agreement") for the real property known and numbered as 18 Wright Terrace, Acton, Massachusetts (the "Property");

WHEREAS, the Agreement calls for the deposit of One Thousand Dollars (\$1,000) of the purchase price (the "Escrow Sum") to be placed in escrow;

NOW THEREFORE, in exchange for the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to escrow the Escrow Sum as follows:

1. Buyer, Seller and the Escrow Agent agree to comply with the terms of the Agreement and this Escrow Agreement related to the Escrow Sum for the purposes hereof.
2. The Escrow Sum shall be retained by the Escrow Agent, and it shall be held in accordance with the terms set forth below:
 - a) In the event of a dispute relating to the Escrow Sum, the Escrow Agent shall retain all or any portion of the Escrow Sum pending the receipt of written instructions agreed to and signed by Seller and Buyer or receipt of a court order directing the distribution of the Escrow Sum after all appeals therefrom have been taken or appeals periods relating thereto have expired. In the alternative, the Escrow Agent may resign at any time by transferring the Escrow Sum to a successor escrow agent reasonably acceptable to Seller and Buyer, which successor agrees in writing to act as escrow agent.
 - b) Buyer and Seller jointly and severally agree to indemnify and hold the Escrow Agent harmless for any and all costs and expenses, including reasonable attorney's fees, incurred in connection with any dispute concerning the Escrow Sum.
 - c) The duties and responsibilities of the Escrow Agent shall be limited to those expressly set forth herein and in the Agreement, and the Escrow Agent shall not be subject to, nor obligated to recognize, any other agreement between, or direction or instructions of, any or all of the parties hereto.
 - d) The Escrow Agent, in its sole discretion, may institute legal proceedings of any kind, including, but not limited to, a legal proceeding in any court of competent jurisdiction, to determine the obligations of the parties hereunder and to deposit the Escrow Sum in such court; and upon such deposit and institution of legal proceedings, the duties of the Escrow Agent shall be fully terminated and the Escrow Agent shall be fully discharged from all such duties. The Escrow Agent shall not be required to institute or defend any administrative, arbitral, judicial or other action or legal process involving any matter

referred to herein which in any manner affects it or its duties or liabilities hereunder unless and until it has received full indemnity as it shall in its sole discretion require against any and all claims, liabilities, judgments, attorneys' fees and other costs and expenses of any and every kind in relation thereto.

- e) In taking any action hereunder, the Escrow Agent shall be protected and may rely upon any notice, paper or document or signature believed by it to be genuine or upon any evidence deemed by it to be sufficient. In no event shall the Escrow Agent be liable for any act performed or omitted to be performed by it hereunder in the absence of gross negligence or willful misconduct, and in no event shall it be liable or responsible for any failure of any banking institution in which the Escrow Sum is deposited to pay such Escrow Sum at the Escrow Agent's direction.
 - f) The Escrow Agent shall not be under a duty to give the property held hereunder a greater degree of care than the Escrow Agent gives its own similar property.
 - g) The rights and immunities of the Escrow Agent hereunder shall apply equally to its partners, of counsel, associates, employees, affiliates and agents.
 - h) Seller and Buyer agree that Anderson & Kreiger LLP's status as Escrow Agent shall not affect its ability to act as Buyer's counsel in the event a dispute arises regarding the Escrow Sum, or any other dispute under this Escrow Agreement or with respect to the sale of the Property, and Seller and Buyer hereby waive any current or future conflict of interest which may result from the same.
 - i) This Agreement sets forth exclusively the duties of Escrow Agent with respect to any and all matters pertinent hereto and no implied duties or obligations shall be read into this Escrow Agreement against Escrow Agent.
3. The Escrow Sum will be deposited in Escrow Agent's non-interest-bearing IOLTA account.
4. Any capitalized terms that are not specifically defined herein shall have the meanings attributed to them in the Agreement.

[The remainder of this page has been intentionally left blank.]

This document is executed under seal as of this ___ day of _____.

BUYER:

SELLER:

TOWN OF ACTON

WRIGHT HILL ASSOCIATION, LLC

By its Board of Selectmen

By: _____

Name:

Its: Manager

Mike Gowing, Chair

Katie Green, Vice-Chair

Janet Adachi

Peter Berry, Clerk

Franny Osman

ANDERSON & KREIGER LLP, as Escrow Agent

By:

EXHIBIT D
ACCESS EASEMENT
(to be attached)

ACCESS EASEMENT

This Access Easement ("Easement") is made and entered into as of _____, 2014 by and between **Leo Fochtman, Jr. and Catherine L. Fochtman**, of 18 Wright Terrace, Acton, Massachusetts ("Grantor"), and the **Town of Acton, acting by and through its Board of Selectmen**, having an address of 472 Main St., Acton, MA ("Grantee").

WHEREAS, Grantor is the owner of a certain land ("Lot 14") commonly known as 18 Wright Terrace, Acton, Massachusetts shown as "Lot 14" on that certain plan (the "Plan") entitled "Plan of Land in Acton, Massachusetts No. 18 Wright Terrace Being a Division of a Portion of Lot A Shown on Land Court Plan 10306A (Creating 2 Lots)" prepared by Stamski and McNary, Inc., dated March 27, 2014 and filed with the Middlesex South Registry District of the Land Court as Plan 2006 of 2014 (the "Registry");

WHEREAS, Grantor's predecessor in interest and Grantee entered into discussions for the Grantee to acquire that certain land shown as "Lot 13" on the Plan (the "Future Town Land");

WHEREAS, Grantor's deed to Lot 14 provides for an access easement given to the Grantee and Grantor now wishes to expressly grant to Grantee a non-exclusive, perpetual easement appurtenant to the Future Town Land to pass and repass over, across and along a portion of Lot 14 shown as "Proposed Access Easement" on the Plan (the "Easement Area") for the purpose of ingress and egress to the Future Town Land, including access for mowing the Future Town Land and for passive recreation.

NOW, THEREFORE, as a gift for conservation purposes, Grantor grants to Grantee the following:

1. Grantor hereby grants to Grantee a perpetual, non-exclusive right and easement appurtenant to Future Land to pass and repass over, across and along the Easement Area for ingress and egress to the Future Town Land, including access for mowing the Future Town Land and for passive recreation.
2. Grantee shall be entitled to permit its invitees and guests as well as members of the general public on, over and across the Easement Area for access and egress to Future Town Land and for passive recreation.

Property Address: 18 Wright Terrace, Acton, Massachusetts

3. Grantor shall not (i) place nor permit to remain any improvements within the Easement Area, including without limitation sheds and fencing, (ii) pave the land within the Easement Area, or (iii) interfere with Grantee's use of the Easement Area. If Grantor is in violation of this provision, Grantee shall have the right, but not the obligation, upon thirty (30) days' notice to Grantor of a violation, to remedy the violation and receive reimbursement from Grantor.
4. Grantee shall have the right, but not the obligation, to post and maintain notices to users regarding rules for trail use through the Easement Area, including notice that the trail extends through private property and that users should pass through quietly.
5. It is the intention of the parties that, to the fullest extent permitted by law, this Easement constitutes an "interest in land" under Massachusetts General Laws c. 21, § 17c, and that the parties hereto shall be afforded all of the rights, protections, privileges and benefits granted thereunder.
6. Grantor shall not be entitled to relocate the Easement Area without the express prior consent of Grantee, which consent may be withheld in Grantee's sole and absolute discretion.
7. Grantor hereby agrees not to grant any other easements, leases, deeds, licenses or any other rights to the Easement Area that will interfere with the rights of Grantee without the prior written consent of Grantee. Any easement, lease, deed, license, or any other rights granted in violation of this provision shall be null and void.
8. All rights and privileges granted herein, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective successors, assigns, and legal representatives. For the avoidance of doubt, this Easement is appurtenant to and shall run to the benefit of the Future Town Land.
9. Grantor shall not be liable for violations occurring after its ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Easement shall survive the transfer.
10. The parties agree that the parties may apply to any court, state or federal, for specific performance of this Easement or an injunction against any violation of this Easement, or for such other relief as may be appropriate, since the amount of damage arising from the default under any of the terms of this Easement would be difficult to ascertain and may not be compensable by money alone.
11. If any term or provision of this Easement, or the application thereof to any person or circumstance shall, to any extent, be invalid, inoperative or unenforceable, the remainder of this Easement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid, inoperative or unenforceable, shall not be affected thereby; it shall not be deemed that any such invalid, inoperative or unenforceable provision impacts the consideration for this Easement, and each term and provision of this Easement shall be valid and enforceable to the fullest extent permitted by law.

12. Grantor warrants and represents that it has the sole and exclusive right to grant the Easement, and that there are no mortgages or encumbrances of record or otherwise on the Easement Area that will negate or negatively impact this Easement.

For Grantor's title see that certain deed dated August 7, 2014, filed in the Registry as Document No. 1677986.

[Signatures to appear on next page.]

WITNESS our hands and seals as of this ____ day of _____, 2014

GRANTOR:

Leo Fochtman, Jr.

Catherine L. Fochtman

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this _____ day of _____, before me, the undersigned notary public, personally appeared Leo Fochtman, Jr. and proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding/attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this _____ day of _____, before me, the undersigned notary public, personally appeared Catherine L. Fochtman and proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding/attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

ACCEPTANCE OF EASEMENT

We, the undersigned, being a majority of the Town of Acton Board of Selectmen, hereby certify that at a meeting duly held on ____ day of _____, 2014, the Board voted to accept the foregoing Access Easement.

TOWN OF ACTON
By its Board of Selectmen

Mike Gowing, Chair

Katie Green, Vice-Chair

Janet Adachi

Peter Berry, Clerk

Franny Osman

COMMONWEALTH OF MASSACHUSETTS
Middlesex, ss:

On this ____ day of _____, 2014, before me, the undersigned notary public, personally appeared _____ members of the Town of Acton Board of Selectmen, proved to me through satisfactory evidence of identification which was _____ to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

EXHIBIT E

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) REAL PROPERTY: 18 Wright Terrace, Acton, MA

(2) TYPE OF TRANSACTION, AGREEMENT, or DOCUMENT: Sale of property

(3) PUBLIC AGENCY PARTICIPATING in TRANSACTION: Town of Acton, acting on behalf of its Board of Selectmen

(4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY (IF NOT AN INDIVIDUAL):
Wright Hill Association, LLC

(5) ROLE OF DISCLOSING PARTY (Check appropriate role):

Lessor/Landlord Lessee/Tenant

Seller/Grantor Buyer/Grantee

Other (Please describe): _____

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME

RESIDENCE

(7) None of the above-named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert "none" if none): None

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

(8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

(9) This Disclosure Statement is hereby signed under penalties of perjury.

PRINT NAME OF DISCLOSING PARTY (from Section 4, above)

AUTHORIZED SIGNATURE of DISCLOSING PARTY

DATE (MM / DD / YYYY)

PRINT NAME & TITLE of AUTHORIZED SIGNER

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

INSTRUCTION SHEET

NOTE: The Division of Capital Asset Management and Maintenance (DCAMM) shall have no responsibility for insuring that the Disclosure Statement has been properly completed as required by law. Acceptance by DCAMM of a Disclosure Statement for filing does not constitute DCAMM's approval of this Disclosure Statement or the information contained therein. Please carefully read M.G.L. c. 7C, s. 38 which is reprinted in Section 8 of this Disclosure Statement.

Section (1): Identify the real property, including its street address, and city or town. If there is no street address then identify the property in some other manner such as the nearest cross street and its tax assessors' parcel number.

Section (2): Identify the type of transaction to which this Disclosure Statement pertains --such as a sale, purchase, lease, etc.

Section (3): Insert the exact legal name of the Public Agency participating in this Transaction with the Disclosing Party. The Public Agency may be a Department of the Commonwealth of Massachusetts, or some other public entity. Please do not abbreviate.

Section (4): Insert the exact legal name of the Disclosing Party. Indicate whether the Disclosing Party is an individual, tenants in common, tenants by the entirety, corporation, general partnership, limited partnership, LLC, or other entity. If the Disclosing Party is the trustees of a trust then identify the trustees by name, indicate that they are trustees, and add the name of the trust.

Section (5): Indicate the role of the Disclosing Party in the transaction by checking one of the blanks. If the Disclosing Party's role in the transaction is not covered by one of the listed roles then describe the role in words.

Section (6): List the names and addresses of every legal entity and every natural person that has or will have a direct or indirect beneficial interest in the real property. The only exceptions are those stated in the first paragraph of the statute that is reprinted in Section 8 of this Disclosure Statement. If the Disclosing Party is another public entity such as a city or town, insert "inhabitants of the (name of public entity)." If the Disclosing Party is a non-profit with no individual persons having any beneficial interest then indicate the purpose or type of the non-profit entity. If additional space is needed, please attach a separate sheet and incorporate it by reference into Section 6.

Section (7): Write "none" in the blank if none of the persons mentioned in Section 6 is employed by DCAMM. Otherwise list any parties disclosed in Section 6 that are employees of DCAMM.

Section (8): The individual signing this statement on behalf of the Disclosing Party acknowledges that he/she has read the included provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts.

Section (9): Make sure that this Disclosure Statement is signed by the correct person. If the Disclosing Party is a corporation, please make sure that this Disclosure Statement is signed by a duly authorized officer of the corporation as required by the statute reprinted in Section 8 of this Disclosure Statement.

This completed and signed Disclosure Statement should be mailed or otherwise delivered to:

Deputy Commissioner for Real Estate
Division of Capital Asset Management and Maintenance
One Ashburton Place, 15th Floor, Boston, MA 02108

Property Address: 18 Wright Terrace, Acton, Massachusetts

ACCESS EASEMENT

This Access Easement ("Easement") is made and entered into as of _____, 2014 by and between **Leo Fochtman, Jr. and Catherine L. Fochtman**, of 18 Wright Terrace, Acton, Massachusetts ("Grantor"), and the **Town of Acton, acting by and through its Board of Selectmen**, having an address of 472 Main St., Acton, MA ("Grantee").

WHEREAS, Grantor is the owner of a certain land ("Lot 14") commonly known as 18 Wright Terrace, Acton, Massachusetts shown as "Lot 14" on that certain plan (the "Plan") entitled "Plan of Land in Acton, Massachusetts No. 18 Wright Terrace Being a Division of a Portion of Lot A Shown on Land Court Plan 10306A (Creating 2 Lots)" prepared by Stamski and McNary, Inc., dated March 27, 2014 and filed with the Middlesex South Registry District of the Land Court as Plan 2006 of 2014 (the "Registry");

WHEREAS, Grantor's predecessor in interest and Grantee entered into discussions for the Grantee to acquire that certain land shown as "Lot 13" on the Plan (the "Future Town Land");

WHEREAS, Grantor's deed to Lot 14 provides for an access easement given to the Grantee and Grantor now wishes to expressly grant to Grantee a non-exclusive, perpetual easement appurtenant to the Future Town Land to pass and repass over, across and along a portion of Lot 14 shown as "Proposed Access Easement" on the Plan (the "Easement Area") for the purpose of ingress and egress to the Future Town Land, including access for mowing the Future Town Land and for passive recreation.

NOW, THEREFORE, as a gift for conservation purposes, Grantor grants to Grantee the following:

1. Grantor hereby grants to Grantee a perpetual, non-exclusive right and easement appurtenant to Future Land to pass and repass over, across and along the Easement Area for ingress and egress to the Future Town Land, including access for mowing the Future Town Land and for passive recreation.
2. Grantee shall be entitled to permit its invitees and guests as well as members of the general public on, over and across the Easement Area for access and egress to Future Town Land and for passive recreation.
3. Grantor shall not (i) place nor permit to remain any improvements within the Easement Area, including without limitation sheds and fencing, (ii) pave the land within the

Easement Area, or (iii) interfere with Grantee's use of the Easement Area. If Grantor is in violation of this provision, Grantee shall have the right, but not the obligation, upon thirty (30) days' notice to Grantor of a violation, to remedy the violation and receive reimbursement from Grantor.

4. Grantee shall have the right, but not the obligation, to post and maintain notices to users regarding rules for trail use through the Easement Area, including notice that the trail extends through private property and that users should pass through quietly.
5. It is the intention of the parties that, to the fullest extent permitted by law, this Easement constitutes an "interest in land" under Massachusetts General Laws c. 21, § 17c, and that the parties hereto shall be afforded all of the rights, protections, privileges and benefits granted thereunder.
6. Grantor shall not be entitled to relocate the Easement Area without the express prior consent of Grantee, which consent may be withheld in Grantee's sole and absolute discretion.
7. Grantor hereby agrees not to grant any other easements, leases, deeds, licenses or any other rights to the Easement Area that will interfere with the rights of Grantee without the prior written consent of Grantee. Any easement, lease, deed, license, or any other rights granted in violation of this provision shall be null and void.
8. All rights and privileges granted herein, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective successors, assigns, and legal representatives. For the avoidance of doubt, this Easement is appurtenant to and shall run to the benefit of the Future Town Land.
9. Grantor shall not be liable for violations occurring after its ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Easement shall survive the transfer.
10. The parties agree that the parties may apply to any court, state or federal, for specific performance of this Easement or an injunction against any violation of this Easement, or for such other relief as may be appropriate, since the amount of damage arising from the default under any of the terms of this Easement would be difficult to ascertain and may not be compensable by money alone.
11. If any term or provision of this Easement, or the application thereof to any person or circumstance shall, to any extent, be invalid, inoperative or unenforceable, the remainder of this Easement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid, inoperative or unenforceable, shall not be affected thereby; it shall not be deemed that any such invalid, inoperative or unenforceable provision impacts the consideration for this Easement, and each term and provision of this Easement shall be valid and enforceable to the fullest extent permitted by law.

12. Grantor warrants and represents that it has the sole and exclusive right to grant the Easement, and that there are no mortgages or encumbrances of record or otherwise on the Easement Area that will negate or negatively impact this Easement.

For Grantor's title see that certain deed dated August 7, 2014, filed in the Registry as Document No. 1677986.

[Signatures to appear on next page.]

WITNESS our hands and seals as of this ____ day of _____, 2014

GRANTOR:

Leo Fochtman, Jr.

Catherine L. Fochtman

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this _____ day of _____, before me, the undersigned notary public, personally appeared Leo Fochtman, Jr. and proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding/attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this _____ day of _____, before me, the undersigned notary public, personally appeared Catherine L. Fochtman and proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding/attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

ACCEPTANCE OF EASEMENT

We, the undersigned, being a majority of the Town of Acton Board of Selectmen, hereby certify that at a meeting duly held on _____ day of _____, 2014, the Board voted to accept the foregoing Access Easement.

TOWN OF ACTON
By its Board of Selectmen

Mike Gowing, Chair

Katie Green, Vice-Chair

Janet Adachi

Peter Berry, Clerk

Franny Osman

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this _____ day of _____, 2014, before me, the undersigned notary public, personally appeared _____ members of the Town of Acton Board of Selectmen, proved to me through satisfactory evidence of identification which was _____ to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

QUITCLAIM DEED

Wright Hill Association, LLC, a Massachusetts limited liability company with its principal place of business located at 3 Gregory Lane, Acton, Massachusetts 01720,

for consideration paid, and in full consideration of One Million Two Hundred Eighty Thousand (\$1,280,000.00) Dollars,

grants to **The Town of Acton**, a municipal corporation organized under the laws of Massachusetts, acting by and through its Board of Selectmen, having an address of Town Hall, 472 Main Street, Acton, Massachusetts 01720, for conservation purposes,

with Quitclaim Covenants,

the land with the buildings and other improvements thereon, if any, in Acton, Middlesex County, Massachusetts, known as and numbered 18 Wright Terrace, being more particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN

The Grantor certifies that it is not classified as a corporation for federal income tax purposes during its current taxable year.

No Massachusetts deed excise stamps are affixed hereto as the Grantee is a municipality and none are required by law.

For Grantor's title, see Deed of Joseph H. Rice to the Grantor dated July 2, 2013 and filed with the Middlesex South Registry District of the Land Court as Document No. 1645822, noted on Certificate of Title No. 254327 in Registration Book 1437, Page 71.

Witness its seal this ___ day of _____, 2014.

Wright Hill Association, LLC

By: _____,
_____, Manager and
Authorized Signatory

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

On this ___ day of _____, 2014, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was: [] personally known to me to have the identity claimed; or [] examination of Massachusetts Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that ___ signed it voluntarily for its stated purpose as Manager and Authorized Signatory of Wright Hill Association, Inc.

Notary Public
My Commission Expires:

EXHIBIT A

A certain parcel of land, with the buildings thereon, if any, in Acton, Middlesex County, Massachusetts, being shown as Lot 13 on a plan as modified and approved by the Court, filed in the Land Registration Office, being plan number 10306-M, a copy of which is filed in the Registry of Deeds for the South Registry District of Middlesex County (the "Plan").

The premises are conveyed with the benefit of an access easement, of varying widths, for the benefit of the residents of the Town of Acton and shown on the Plan as "Proposed Access Easement", for permanent and perpetual public pedestrian four-season access for pedestrian use for access from and to Central Street and Lot 14 to Wright Terrace, as shown on the Plan, as set forth in Access Easement by and between Leo Fochtman, Jr. and Catherine L. Fochtman and the Town of Acton, acting by and through its Board of Selectmen made as of _____, 2014 to be filed herewith.

Subject to easements, restrictions and covenants of record if they affect the locus and are in full force and effect, expressly not intending nor meaning to extend the same in the event that they have expired by operation of law or otherwise.

ACCEPTANCE BY TOWN OF ACTON

The Town of Acton, acting by and through its Board of Selectmen, hereby accepts this deed from Wright Hill Association, LLC on this ____ day of _____, 2014 pursuant to the vote taken under Article 19 of the Annual Town Meeting held on April 7, 2014.

TOWN OF ACTON
BOARD OF SELECTMEN

Mike Gowing, Chair

Katie Green, Vice-Chair

Janet Adachi

Peter Berry, Clerk

Franny Osman

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this _____ day of _____, 2014, before me, the undersigned notary public, personally appeared _____ members of the Town of Acton Board of Selectmen, proved to me through satisfactory evidence of identification which was _____ to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

**RECORD OF VOTE OF THE ACTON BOARD OF SELECTMEN
November 17, 2014**

At a duly called public meeting of the Acton Board of Selectmen on November 17, 2014 the Board voted as follows with respect to that certain parcel of land shown as “Lot 13” on that certain plan entitled “Plan of Land in Acton, Massachusetts (Middlesex County) No. 18 Wright Terrace”, prepared by Stamski and McNary, Inc., dated March 27, 2014 and on file with the Town Clerk and constituting a portion of the property described in that certain deed dated July 2, 2013 and filed with the Middlesex South Registry District of the Land Court as Document No. 1645822 (Certificate of Title No. 254327) (the “Property”):

- (a) To approve and execute that certain Purchase and Sale Agreement concerning the Town’s purchase of the Property in the form presented to the Board at its November 17, 2014 meeting;
- (b) To approve and execute that certain Access Easement substantially in the form presented to the Board at its November 17, 2014 meeting; and
- (c) To authorize the Town Manager to take all actions on behalf of the Town that are reasonably necessary, in the judgment of the Town Manager, to complete the purchase of the Property in accordance with the Purchase and Sale Agreement and the applicable Town Meeting votes, including without limitation delivering closing funds and signing deeds, easements, closing forms, closing documents, and settlement statements.

TOWN OF ACTON
BOARD OF SELECTMEN

Mike Gowing, Chair

Katie Green

Janet K. Adachi

Peter Berry

Franny Osman