



2018 00003603
Bk: 70488 Pg: 35 Doc: DEED
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QUITCLAIM DEED

Matthew P. Field and Michael S. Field, Trustees M & M Realty Trust, u/d/t dated June 30, 2011, a certificate of which is recorded with Middlesex South Registry of Deeds at Book 57086, Page 36, with an address of 442 King Street, Littleton, Massachusetts ("Grantor"), for nominal consideration as a gift, pursuant to that certain Host Community Agreement between Grantor and Grantee dated April 25, 2016 recorded with the Middlesex South District Registry of Deeds at Book 69236, Page 174, grants to the **Town of Littleton**, a municipal corporation having an address of 37 Shattuck Street, Littleton, Massachusetts, 01460 ("Grantee"), with QUITCLAIM COVENANTS.

the land, together with any improvements thereon, located in the Town of Littleton, Middlesex South County, Massachusetts, shown as Open Space Area "A", Open Space Area "B", Open Space Area "C", and Open Space Area "D" (collectively the "Open Space") on a plan entitled: **"COUPER FARM ESTATES, Open Space Development Definitive Subdivision and Over 55 Housing Development Special Permit", dated December 15, 2016, and last revised March 17, 2017, prepared by Markey & Rubin Civil Engineering** (the "Plan"), which Plan is recorded with the Middlesex South District Registry of Deeds, as Plan 409 of 2017.

Said conveyance is subject to the following restrictions, which restrictions shall run with the land and shall be binding upon the Grantee, its successors and/or assigns:

Open Space Area "A" containing approximately 190,963 square feet pursuant to the Plan is hereby restricted and preserved in perpetuity for active recreational purposes, provided that it may be used for agricultural purposes until such time as an active recreational use (or uses) can be implemented by Grantee, and provided further that all such uses shall be in memory of Henry Vincent Couper.

Open Space Area "B" containing approximately 159,972 square feet pursuant to the Plan and Open Space Area "C" containing approximately 42,247 square feet pursuant to the Plan are hereby restricted and preserved in perpetuity for agricultural purposes.

The uses of Open Space Areas "A", "B" and "C" provided for above have been selected by the Grantor and Grantee to protect and preserve the scenic vista along Great Road.

Open Space Area "D" containing approximately 585,878 square feet pursuant to the Plan is hereby restricted and preserved in perpetuity for open space and/or agricultural purposes.

A. Grantor reserves the following non-exclusive perpetual rights and easements:

(i) a drainage and access easement on, over, under and along the Open Space to allow for proper drainage within the subdivision of roadway, septic field and other runoff, including, without limitation, grading land, operating, improving, maintaining, repairing, replacing, relocating, realigning and/or reconstructing slopes of excavation and/or embankment, clearing, landscaping, loaming and seeding, rip rap, and/or erosion control as shown on the attached "Easement Overview Plan, Couper Farm Estates Subdivision, Littleton, MA", dated 02/01/2017, and last revised June 16, 2017, prepared by Markey & Rubin Civil Engineering attached hereto as Exhibit A

Myles + Harrington
4c Green St #40
Bellows Falls, VT 05601
0482

(the "Easement Plan") and as required pursuant to the Order of Conditions recorded at Book 69100, Page 67.

(ii) a grading easement on, over, under and along Open Space Area "A" as shown on the Easement Plan, for fill and grading in connection with the septic field located on Parcel E on said Plan, and the right to access, maintain and repair and mow the septic field slopes.

(iii) a trail easement for the benefit of Grantor and the public to pass and repass by foot but not motorized vehicle along and over the "Existing Nature Trail" and "Proposed Nature Trail Easements" as shown on the Easement Plan or as the same may be relocated by agreement of Grantor and Grantee.

(iv) an easement to erect, install and maintain a monument sign on the Open Space dedicating the Open Space to the memory of Henry Vincent Couper, provided that the location of the monument sign shall be subject to the approval of the Board of Selectmen, such approval not to be unreasonably withheld or delayed.

B. Grantor reserves a temporary construction easement in, on, over and under Open Space Areas "A", "B", and "C" for the purpose of undertaking the development of the remaining land, and for all uses necessary or incidental thereto, including, without limitation, grading land, operating, improving, maintaining, repairing, replacing, relocating, realigning and/or reconstructing slopes of excavation and/or embankment, clearing, landscaping, loaming and seeding, rip rap, paving, and/or erosion control. Said temporary construction easements shall terminate automatically one (1) year from the date on which this Deed is recorded with the Middlesex South County Registry of Deeds without the necessity of recording any instrument with said Deeds. Nothing in this paragraph shall affect the permanent easements retained by Grantor hereunder. Grantor shall have the right of entry upon and passage over the construction easement area from time to time by foot and motor vehicles, including heavy equipment, for all uses necessary or incidental thereto. Grantor shall restore the temporary construction easement area to the condition prior to the exercise of the rights granted hereunder as closely as practicable and as quickly as reasonably possible after such exercise.

C. Only municipal structures related or accessory to the active recreation and agricultural uses of Open Space Areas "A", "B", "C" and "D" provided for above may be erected on or within the Open Space. No other municipal buildings shall be erected on the Open Space, and no above or below ground structures on or within the Open Space shall be permitted which negatively impact or interfere with the engineering of the residential development shown on the Plan. No septic or leaching field for any other Town land shall be permitted on or within the Open Space.

All rights and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

The conveyance is made together with and subject to and with the benefit of all recorded easements, conditions, restrictions and agreements and all other matters of record that lawfully apply to the property hereby conveyed.

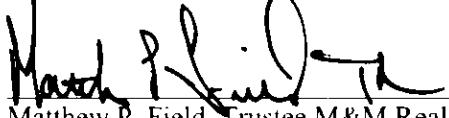
By execution of the Deed, the Trustees hereby declare that M&M Realty Trust is still in effect and has not been revoked or terminated, that all of the beneficiaries are competent and not minor or corporations, and all of the beneficiaries have consented to the transfer for the above property to the

Grantee herein and have authorized the Trustees to convey the property for the stated price and to execute and deliver the within deed and all documents of conveyance on behalf of the Trust.

Being a portion of the premises conveyed to the Grantor by Deed dated April 25, 2017 and recorded with Middlesex South Registry of Deeds in Book 69236, Page 270 and Deed dated May 3, 2017 and recorded with Middlesex South Registry of Deeds in Book 69236, Page 257.

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IN WITNESS WHEREOF, the Grantor has executed this Quitclaim Deed, under seal as of the 29th day of December, 2017.

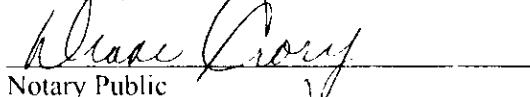

Matthew P. Field, Trustee M&M Realty Trust


Michael S. Field, Trustee M&M Realty Trust

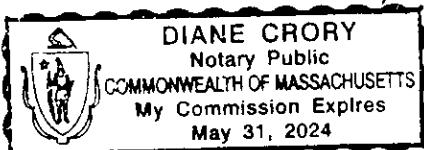
COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

On this 29th day of December, 2017 before me, the undersigned notary public, personally appeared Matthew P. Field and Michael S. Field, Trustees of the M&M Realty Trust, as aforesaid, proved to me through satisfactory evidence of identification, which was MA driver's license, or personal knowledge of the undersigned, to be the person(s) whose name is signed on this document, and acknowledged to me that he signed it voluntarily as Trustee as aforesaid for its stated purpose and that it was his free act and deed as duly authorized signatory.


Notary Public

Print Name of Notary: Diane Crory
My commission expires: May 31 2024



ACCEPTANCE OF DEED

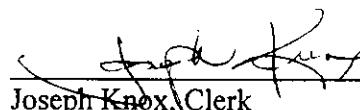
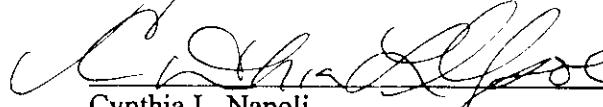
The undersigned Board of Selectmen of the Town of Littleton hereby accepts the foregoing deed from Matthew P. Field and Michael S. Field, Trustees of M&M Realty Trust, pursuant to the authority granted to it by the vote under Article 9 of the Special Town Meeting of October 30, 2017 this 13th day of November, 2017.

TOWN OF LITTLETON
By its Board of Selectmen



Charles DeCoste, Chair

Paul Glavey, Vice Chair


Joseph Knox, Clerk
Chase A. Gerbig
Cynthia L. Napoli

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

On this 13th day of November, 2017 before me, the undersigned notary public, personally appeared Charles DeCoste,

proved to me through satisfactory evidence of identification, which was MA driver's license, or personal knowledge of the undersigned, to be the person(s) whose name is signed on this document, and acknowledged to me that they signed it voluntarily for its stated purpose and that it was their free act and deed as duly authorized signatory.

Diane Croby
Notary Public

Print Name of Notary: Diane Croby
My commission expires: May 31, 2024

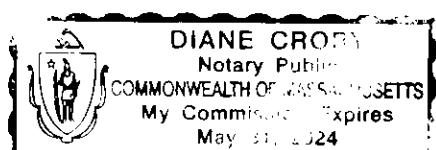
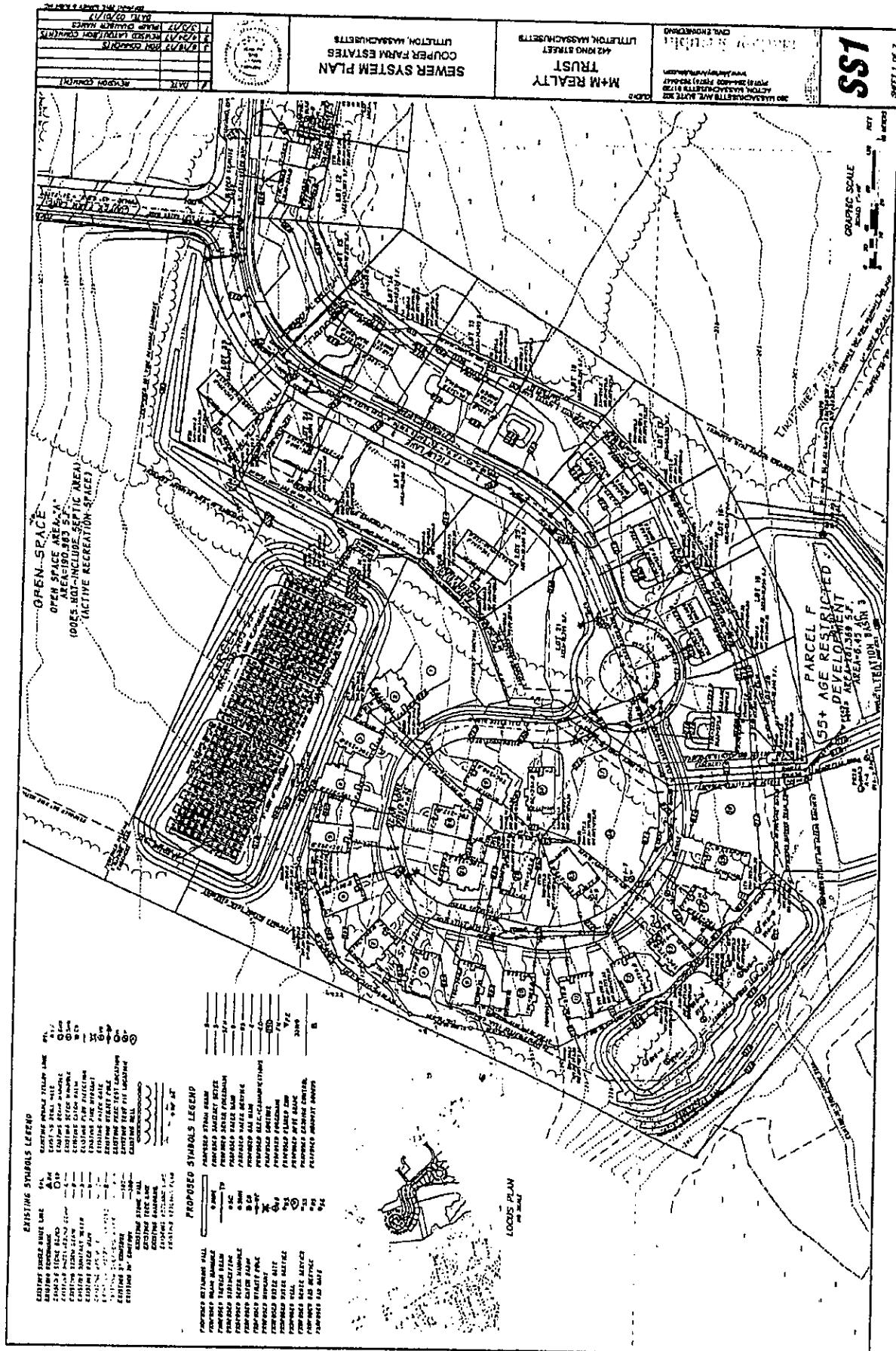
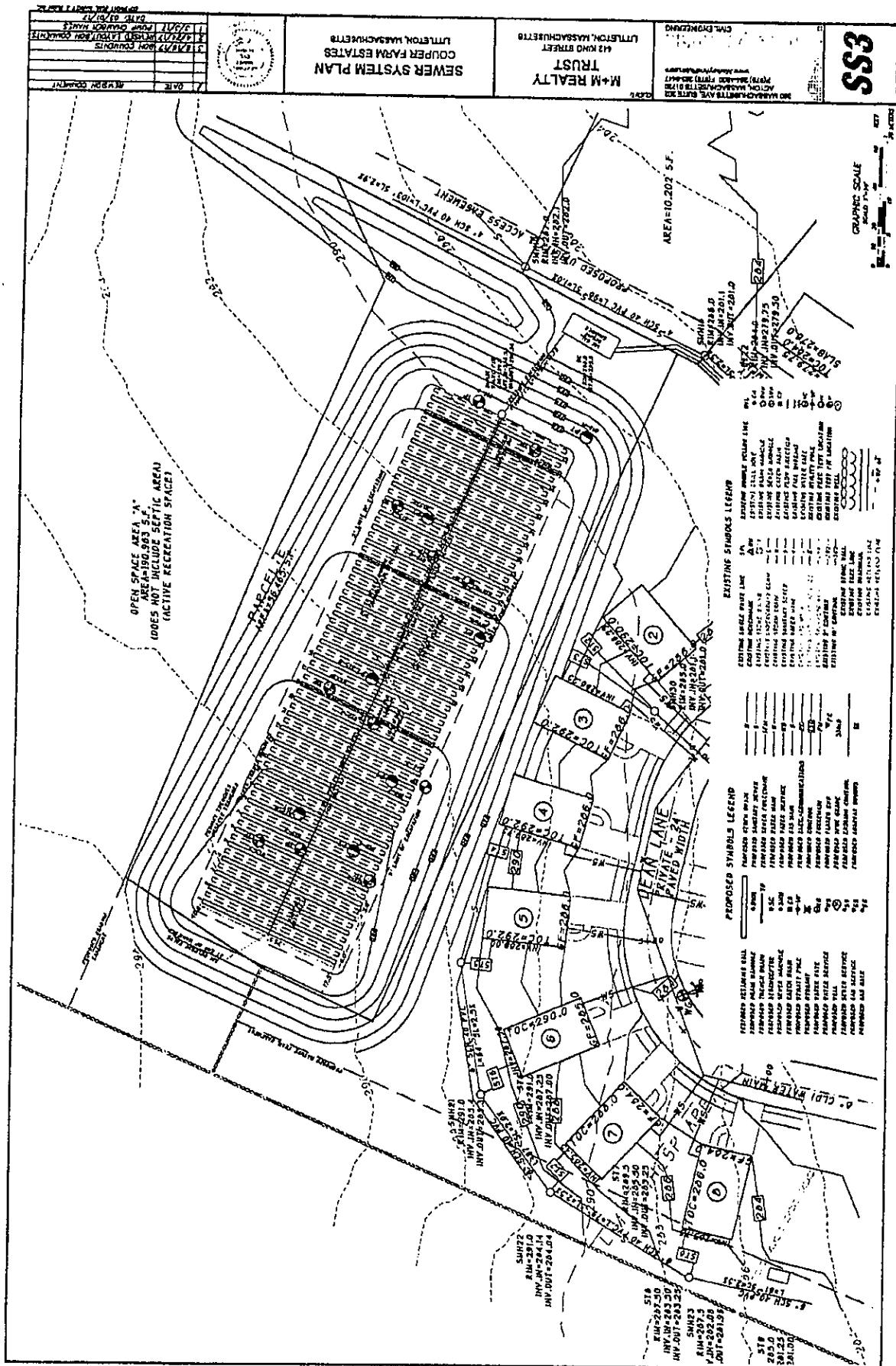
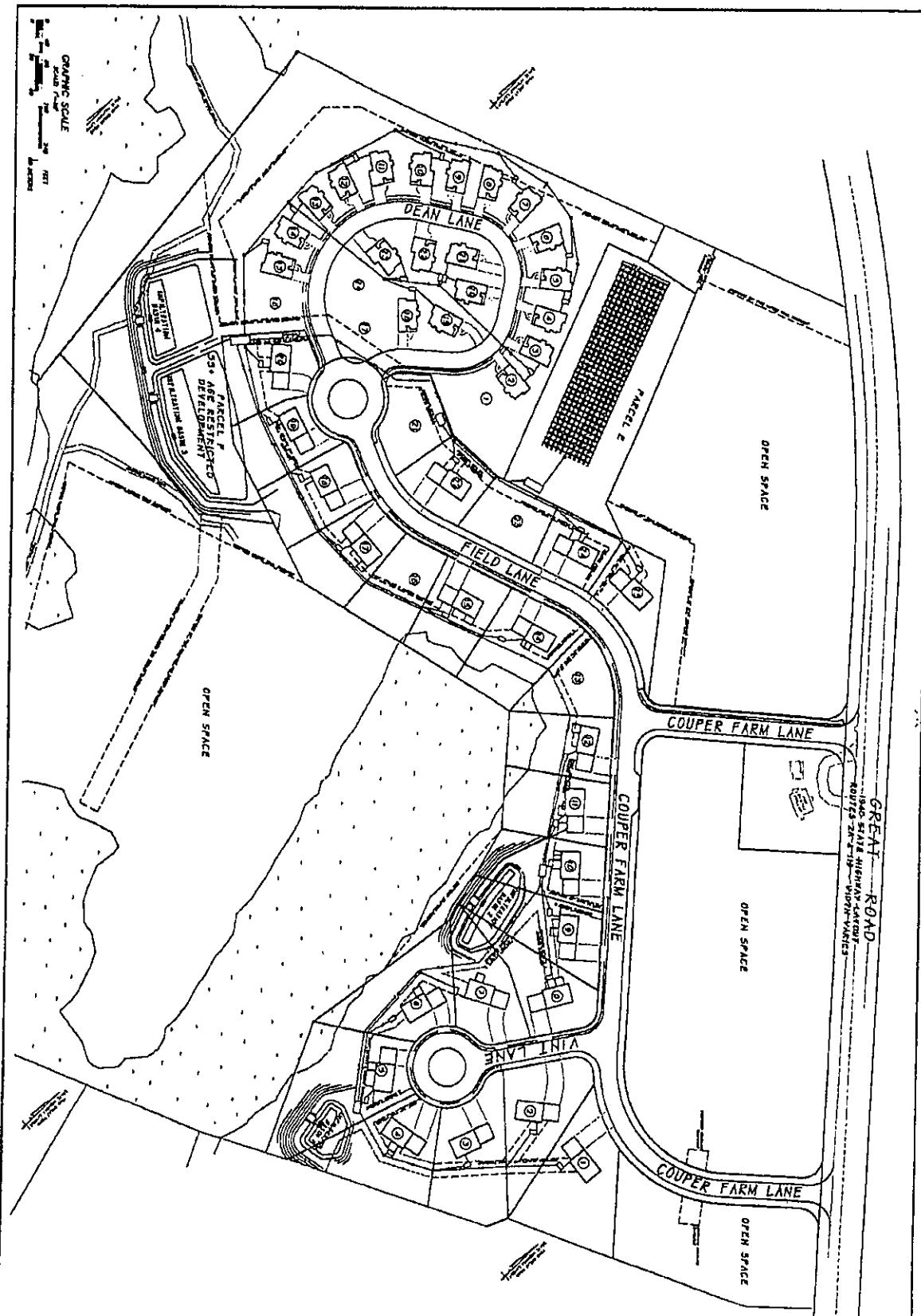


EXHIBIT A

**OPEN SPACE DEVELOPMENT DEFINITIVE
SUBDIVISION AND OVER 55 HOUSING DEVELOPMENT
SPECIAL PERMIT
"COUPER FARM ESTATES"**







DATE	REVISION COMMENT
3/8/17	BORN COMMENT
3/8/17	REMOVED LAT/long BORN COMMENT
3/8/17	PEPUP CHILDREN NAMES
DATE: 06/10/17	LAST REVISED: 06/10/17