

Community Preservation Act Funding Eligibility Form

Adam Baacke
Chairman

Submit 10 copies of the application and attachments.

The following form is made for the City of Lowell Community Preservation Committee to ensure that proposed projects meet eligibility requirements pursuant to Section 5.2 of the Massachusetts Community Preservation Act. This form must be submitted and approved prior to the acceptance of your application. Please visit the City of Lowell Community Preservation Committee website (<https://www.lowellma.gov/1532/Community-Preservation-Committee>) for the meeting schedule and filing deadlines.

Project Title: Protecting Lowell's Last Farm

Project Address: 1413 & 1415 Varnum Ave

Applicant Name/Organization: Lowell Parks & Conservation Trust, Mass Audubon & Mill City Grows

Project Budget:

Estimate Total Project Budget: \$ 4,250,000

Estimated CPA Funds Requested: \$ 1,500,000

Estimated Funding from Alternative Sources: \$ 2,750,000

Contact Name: Jane Calvin, LP&CT; Bob Wilber, Mass Audubon; Jessica Wilson, Mill City Grows

Phone: 978-934-0030 (LPCT); 781-635-7374 (MAS)
978-455-2620 (MCG)

Email: jcalvin@lowellandtrust.org; rwilber@massaudubon.org;
jessica@millcitygrows.org

Mailing Address: LPCT: PO Box 7162, Lowell, MA 01852 (street: 660 Suffolk St. Suite 335, Lowell, MA 01854)

Do you own the subject property? Yes: No: X

If no, do you have permission from the current owner to use the property? Yes: X No:

Will you be utilizing CPA funds to acquire the property? Yes: X No:

Do you have experience completing similar projects? Yes: X No:

If no, are you working with an architect, engineer, or contractor? Yes: No: X

For CPC Use: Eligible: ☒ Not Eligible: ☐ Date: 9/30/21 Reviewer: 7-0

Project Narrative

General Narrative:

How does this project meet Community Preservation Act eligibility?

Does this project address a community need? How does it address this need?

Feasibility

Will this project require additional approvals (Special Permits, Variances, etc.)? Yes: ☐ No: ☒

If yes, please check the additional approvals necessary for the project below:

Planning Board: ☐

Zoning Board of Appeals: ☐

Site Plan Review: ☐

Variance: ☐

Special Permit: ☐

Special Permit: ☐

Preliminary Subdivision Approval: ☐

Definitive Subdivision: ☐

Planned Residential Development: ☐

Conservation Commission: ☐

Request for Determination of Applicability (RDA): ☐

Notice of Intent (NOI): ☐

Historic Board: ☐

If yes, in which historic district? _____

Describe any past experience you, your architect, engineer, or contractor have with similar projects which demonstrates your ability to successfully complete the project. (Please include any examples of similar projects you have completed.)

Have you contacted a relevant City Department for input on your application?

Yes: X No:

If yes, which Department? City Manager, Eileen Donoghue

If no, do you plan to contact a City Department? Yes: No:

All application materials should be submitted both electronically and as a hard copy. Electronic copies can be submitted to Dylan Ricker at DRicker@lowellma.gov. Hard copies should be submitted to the Department of Development Services, 375 Merrimack Street, Room 51, Lowell, MA, 01852.

Perron Farm Project Budget

The budget presented here only addresses immediate acquisition costs. The partnership's larger project vision includes community-driven design, habitat restoration, and green-building construction. We anticipate a total budget for the larger project vision to be in the range of \$10-12 million.

	CPA-eligible	Other sources
Acquisition costs:		
1413 Varnum Ave.	\$1,925,000	
1415 Varnum Ave.	\$1,925,000	
House & Barn		\$400,000
Other project costs, estimated:		
Legal		\$ 5,000
Farm equipment		\$ 50,000
Professional survey		\$ 15,000
Environmental site assessment		\$ 5,000
Landscape design		\$ 50,000
	\$3,850,000	\$525,000

We are in the early phases of coordinating our fundraising team and identifying sources and timelines for this three-year project. Given the scale of this project we anticipate potential funding sources will include private, state, and federal resources. CPA funding will be critical in enabling us to leverage additional sources for full acquisition of the Perron Farm. Among others, we have identified the following potential sources: (state) MA EOEEA LAND and Legacy grants, MA Dept. of Agricultural Resources Urban Agriculture grants, MassDevelopment Collaborative Workspace Program; (federal) Land & Water Conservation Funds, US Fish & Wildlife Service. Private donors and foundations also will be part of our fundraising matrix. To date we have raised \$105,000 from private donors.

Perron Farm Project Timeline:

Option-to-purchase agreements signed	October 13, 2021
Purchase of 1413 & 1415 Varnum Ave	January-April 13, 2024
<ul style="list-style-type: none">Purchase is contingent on timing to occur after December 2023 tree sale season, but within 30 months of option signing.	
Purchase of House & Barn	January-April 2025
<ul style="list-style-type: none">Purchase will occur up to one year after the sale of 1413 Varnum Ave	

Please note that this timeline gives the CPA committee flexibility to spread our request over several cycles. An early commitment to funding, even if extended over several cycles, will give other funders a strong sense of confidence in this project's community support.

Perron Farm - Partnership Vision and Initial Concept

Rollie's Farm

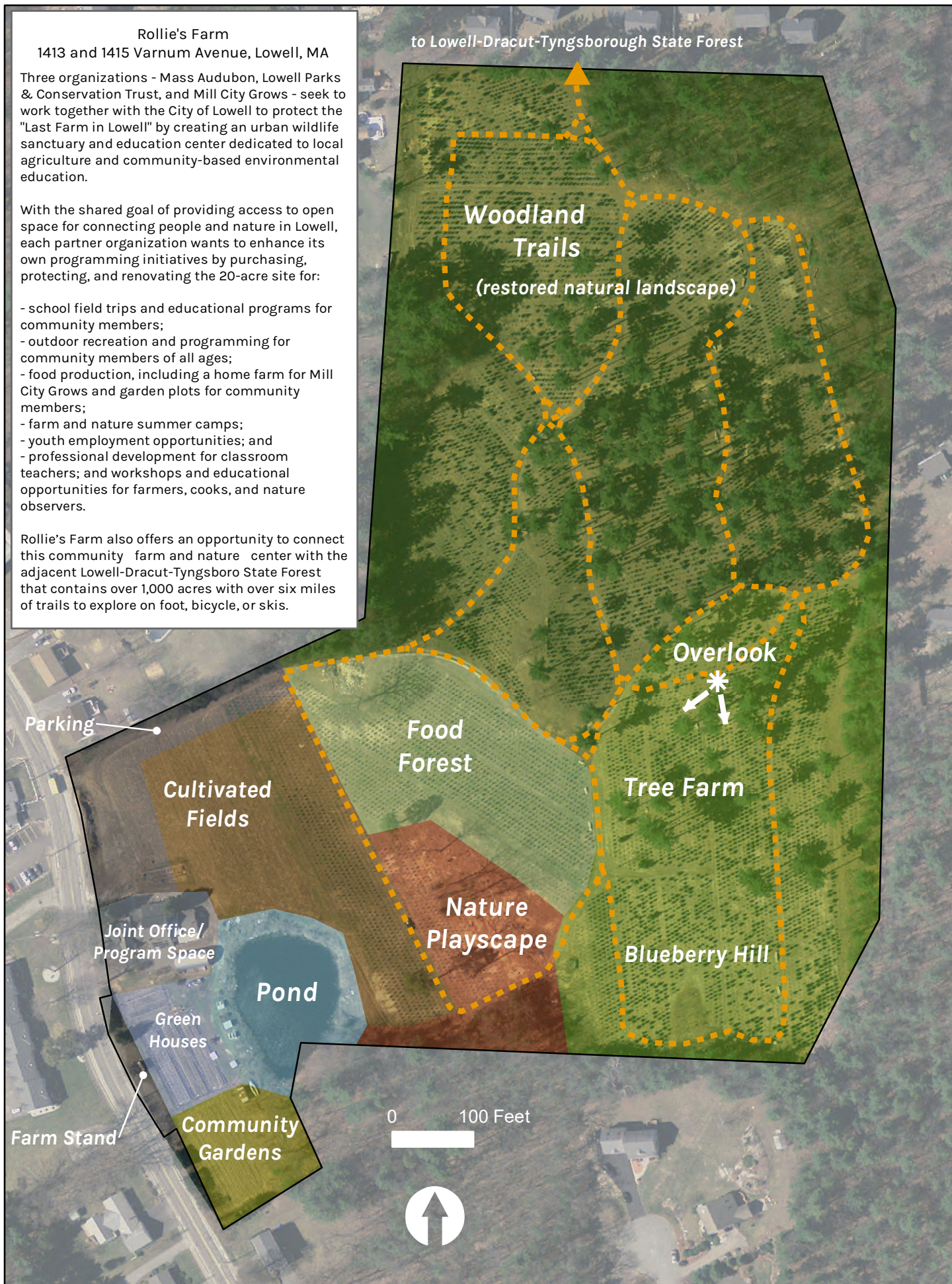
1413 and 1415 Varum Avenue, Lowell, MA

Three organizations - Mass Audubon, Lowell Parks & Conservation Trust, and Mill City Grows - seek to work together with the City of Lowell to protect the "Last Farm in Lowell" by creating an urban wildlife sanctuary and education center dedicated to local agriculture and community-based environmental education.

With the shared goal of providing access to open space for connecting people and nature in Lowell, each partner organization wants to enhance its own programming initiatives by purchasing, protecting, and renovating the 20-acre site for:

- school field trips and educational programs for community members;
- outdoor recreation and programming for community members of all ages;
- food production, including a home farm for Mill City Grows and garden plots for community members;
- farm and nature summer camps;
- youth employment opportunities; and
- professional development for classroom teachers; and workshops and educational opportunities for farmers, cooks, and nature observers.

Rollie's Farm also offers an opportunity to connect this community farm and nature center with the adjacent Lowell-Dracut-Tyngsboro State Forest that contains over 1,000 acres with over six miles of trails to explore on foot, bicycle, or skis.





Lowell-Dracut-Tyngsborough
State Forest

Rollie's
Farm

Trotting Park Road

Mill City Grows Farm

Varnum Avenue

Pawtucket Blvd

West Meadow Road

Hawk Valley Farm
(LP&CT)

1/2 mile

Aerial photograph of Perron Farm (and proximity to LDT State Forest and Merrimack River)



Perron Farm - Pictures of tree farm, woodlands, and corn fields





650 Suffolk Street, Suite G10
Lowell, MA 01854
978-455-2620
MillCityGrows.org

October 12, 2021

Board of Directors

John Wooding
President

Emma Campbell
Vice President

Kelly Will
Clerk, Treasurer

Jocelyn Bishop
Robert Boley

Tara Hong

Jamie Klufts

Diego Leonardo

Elizabeth Mallon

Yesenia Maysonet

Jack Moynihan

Vannak Theng

Jessica Wilson
Executive Director

Adam Baacke, Chairman
Community Preservation Committee
City of Lowell
Lowell City Hall, Rm. 51
375 Merrimack Street
Lowell, MA 01852

Dear Chairman Baacke and members of the Community Preservation Committee,

I am writing to note Mill City Grows full commitment to and support of the project to protect Lowell's Last Farm. We have been working with Lowell Parks & Conservation Trust and MassAudubon for several years on planning, visioning, and developing frameworks for legal and fundraising goals. We are committed to working with our partners to create an urban wildlife sanctuary, and center for urban agriculture and environmental education that is built to serve Lowell's diverse community.

We know that this project would bring an incredible access to green space, recreation opportunities, and equitable and culturally connected local food to people throughout the Lowell. This is in line with our mission: to foster food justice by improving physical health, economic independence, and environmental sustainability in Lowell through increased access to land, locally-grown food, and education.

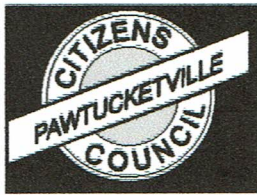
We are especially excited that with our expertise in urban agriculture, we can ensure that this land, one of Lowell's oldest and continually operating farms, will continue to provide local food for our community, while also serving as an interactive learning lab for sustainable urban farming.

Thank you for considering this project for CPA funding.

Sincerely,

Jessica Wilson, Executive Director
jessica@millcitygrows.org

Mill City Grows is a 501(c)3 non-profit organization.



Pawtucketville Citizens Council
Making a Difference for the Residents of Pawtucketville!

Adam Baacke, Chair
Lowell Community Preservation Committee
Lowell, MA

October 12, 2021

To the Chair and members of the Community Preservation Committee:

It is our pleasure to offer, without hesitation, a letter of support for the Lowell Parks and Conservation Trust. This letter will accompany an application for Community Preservation Funds to purchase Rollie's Farm in the Pawtucketville Neighborhood.

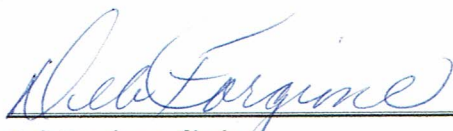
The acquisition of Rollie's Farm for conservation purposes has been a long-standing goal and was documented in the Pawtucketville Master Plan in 2006. This acquisition, while enhancing our neighborhood will provide an invaluable educational resource available to all Lowell residents.

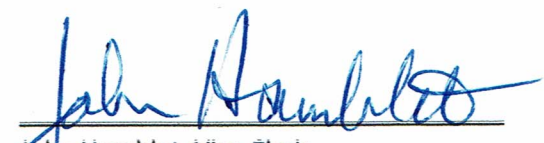
This is one of the very few large parcels left in Lowell and this opportunity will not be repeated. While other projects presented to the Committee have merit, this project cannot wait for another round of CPA funding.

The track records of the partner organizations are unimpeachable. The Lowell Parks and Conservation Trust has proven land management expertise through several successful projects such as Hawk Valley Farm. Mill City Grows has become a household word in Greater Lowell when it comes to food justice. The 125-year-old Mass Audubon manages over 40,000 acres of land and is one of the oldest wildlife conservation organizations in the world.

We ask that you support the request for funding of the Lowell Parks and Conservation trust to preserve Rollie's Farm property as a permanent natural and educational resource available to all Lowell residents.

Respectfully Submitted,


Deb Forgione, Chair


John Hamblet, Vice Chair



The Commonwealth of Massachusetts
MASSACHUSETTS SENATE

SENATOR EDWARD J. KENNEDY

First Middlesex District

STATE HOUSE
BOSTON, MA 02133-1053
TEL. (617) 722-1630
FAX (617) 722-1001
WWW.MASENATE.GOV

Adam Baacke
Chair, Lowell Community Preservation Committee
375 Merrimack St
Lowell, MA 01852
Dear Mr. Baacke,

It is my privilege to submit this letter of support on behalf of the Lowell Parks & Conservation Trust, Mill City Grows, and the Massachusetts Audubon Society for their project, "Protecting Lowell's Last Farm"—an effort to preserve and restore the Rollie's Farm parcel in Pawtucketville. Rollie's Farm, located at 1413 and 1415 Varnum Avenue is the last farm operating in Lowell. This project would create an urban wildlife sanctuary and education center dedicated to local agricultural and community-based environmental education.

The protection of the farm meets Community Preservation Act eligibility as 'open space.' This is the last large acreage of undeveloped open space that can be acquired in Lowell. A portion of the Perron farm was sold in 2000 to create the Enchanted Forest community, off Charant Road. This community includes a 'paper street' to enable development of the abutting remaining farm acreage. This parcel would be valuable to developers and so a project like this is the only way to preserve this valuable green space as conservation land.

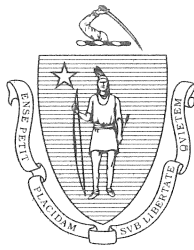
This project meets the needs addressed in several City of Lowell planning documents and would be a valuable resource for the entire community.

I hope that the Lowell Community Preservation Committee gives this project's application the strongest consideration when it reviews its received proposals.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ed Kennedy".

Sen. Edward J. Kennedy
First Middlesex District



The Commonwealth of Massachusetts

House of Representatives

State House, Boston 02113-1054

STATE REPRESENTATIVE VANNA HOWARD
17th Middlesex District

Tel: 617.722.2800 x7302
www.malegislature.gov

October 12, 2021

Chair Adam Baacke
Community Preservation Committee
City of Lowell
Dept. of Planning and Development
Division of Development Services, Rm. 51
375 Merrimack Street
Lowell, MA 01852

Dear Chairman Baacke and Members of the Community Preservation Committee,

I am writing to extend my support of the joint application from Lowell Parks & Conservation Trust, Mass Audubon, and Mill City Grows for the \$1.5 million acquisition and preservation of Lowell's Last Farm, which will preserve 20 acres of current farmland as an urban wildlife sanctuary, farm, and community-based environmental education center.

This project will create a tremendous benefit to the residents of Lowell, in the form of open space for education and recreation, increased production of local produce, access to fresh food, and an opportunity to connect with nature right here in the City.

I support this project and recommend the project for full funding. Thank you for your consideration of this request. I am looking forward to working with you on this matter. Please don't hesitate to reach out to my office with any questions, comments, or concerns.

Sincerely,

A handwritten signature in blue ink that reads "Vanna Howard".

Vanna Howard
State Representative
17th Middlesex District (Lowell and Chelmsford)



Commonwealth of Massachusetts

HOUSE OF REPRESENTATIVES
STATE HOUSE, BOSTON, MA 02133-1054

THOMAS A. GOLDEN, JR.
16TH MIDDLESEX DISTRICT

STATE HOUSE, ROOM 473B
TEL: (617) 722 2263
Thomas.Golden@MAhouse.gov

Floor Division Leader

Committees:

Rules

Ethics

Health Care Financing

Special Committee On

Redistricting & Reapportionment

October 11, 2021

The City of Lowell
Lowell City Hall
Community Preservation Committee
375 Merrimack Street
Lowell, MA 01852

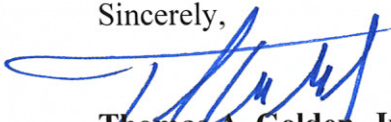
Dear Community Preservation Committee,

I am writing you today to express my strong support for the three organizations; Lowell Parks & Conservation Trust (LP&CT), Mass Audubon (MAS), and Mill City Grows as they submit their Community Preservation Act Application to protect Rollie's Farm located at 1413 & 1415 Varnum Avenue, Lowell, MA.

The three organization are working in collaboration to protect Lowell's last farm, owned by the Perron Family. Their vision is to create an urban wildlife sanctuary and education center dedicated to local agricultural and community-based environmental education, leasing the agricultural land for community gardens, cultivated fields, greenhouses, and a food forest. The property provides immeasurable opportunities for community benefit and community engagement. The uplands will provide woodland trails for recreation, a scenic overlook, a nature playscape for children, and a connection to the Lowell-Dracut-Tyngsborough State Forest. These properties, combined, provide a critical corridor to the Merrimack River from the state forest. The protection of this land will provide benefits that expand beyond Pawtucketville and will benefit the City as a whole.

It is without hesitation that I support the Community Preservation Act Application that Lowell Parks & Conservation Trust, Mass Audubon and Mill City Grows are submitting. With the shared goal of providing access to open space for connecting people and nature in Lowell, each partner organization wants to enhance its own programming initiatives by purchasing, protecting, and renovating the 20-acre site. This is a great opportunity for the City to invest in important environmental proposals. Thank you in advance for your consideration.

Sincerely,



Thomas A. Golden, Jr.
State Representative
16th Middlesex District



*Rist Institute for Sustainability & Energy
University Crossing
220 Pawtucket St
Lowell, MA 01854*

*Phone: (978) 934-1866
ruairi_omahony@uml.edu*

October 8, 2021

Adam Baacke, Chairman
Lowell Community Preservation Committee

Dear Adam and members of the Community Preservation Committee,

I am writing on behalf of the University of Massachusetts Lowell's Rist Institute for Sustainability and Energy, to support the joint application from Lowell Parks & Conservation Trust, Mass Audubon, and Mill City Grows for the acquisition and preservation of Rollie's Farm, which will secure 20 acres of current farmland as an urban wildlife sanctuary, farm, and community-based environmental education center.

As you are aware, we have a long-standing relationship with Mill City Grows to increase local food production, food access, urban agriculture, and environmental education through the Rist Urban Agriculture Farm and various other initiatives. We have also enjoyed a fruitful partnership with the Lowell Parks and Conservation Trust focused on improving the urban tree canopy in Lowell. Finally, Mass Audubon were an integral partner in developing UMass Lowell's first biodiversity assessment for the campus.

We view this project and the collaboration between three long term partners of the university as a critical component in securing a vital and sustainable resource for the City of Lowell and its residents. We also see tremendous opportunities for the university at this location.

Please consider full funding for the project which can become a hallmark of the collaboration and partnerships necessary to advance agriculture and sustainability in our unique urban setting.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ruairi O'Mahony'.

Ruairi O'Mahony
Executive Director

Please note that the owners of 1415 Varnum had a medical emergency and will not be able to sign their option agreement until next week. We will submit as soon as we have it. Both agreements have identical purchase prices and similar terms.

OPTION AGREEMENT

MAP 10, LOT 1413

(EXCEPT FOR RESIDENTIAL PORTION)

1413 VARNUM AVENUE LOWELL MASSCHUSETTS

THIS AGREEMENT made and entered into this 13th day of October, 2021 by and between **Roland J. Perron, Jr.** having an address at 1413 Varnum Avenue, Lowell, MA (the "Seller") and **Massachusetts Audubon Society, Inc.**, a Massachusetts not for profit corporation having its principal office and mailing address at 208 South Great Road, Lincoln, MA 01773 and **Lowell Parks & Conservation Trust, Inc.**, a Massachusetts not for profit corporation having its principal office and mailing address at 660 Suffolk Street, Suite 335, Lowell, MA 01854 (collectively referred to as the "Buyer").

WITNESSETH

WHEREAS, Seller is the owner of a parcel of land with the buildings and improvements thereon now known and numbered as 1413 Varnum Avenue, Lowell, Massachusetts thought to contain 10.56 acres, more or less (the "1413 Varnum Parcel").

WHEREAS, Seller desires to grant to Buyer the right and option to purchase the 1413 Varnum Parcel, with the exception, however, of the portion thereof containing Seller's residence, garage and outbuildings which is not classified under M.G.L. c. 61A and which is subject to a separate option agreement by and among the parties hereto. The portion of the 1413 Varnum Parcel which is subject to the option is referred to herein as the "Option Premises" and the portion not subject to this option is referred to herein as the "Residential Parcel" The 1413 Varnum Parcel, the Option Premises and the Residential Parcel are all described or identified in **Exhibit A** attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties agree as follows:

In consideration of the payment of Fifty Thousand Dollars (\$50,000.00), referred to herein as the "Option Payment," receipt of which is hereby acknowledged, Seller gives and grants to Buyer the exclusive right and option to purchase the Option Premises upon the following terms and conditions. The sale of the Option Premises to Buyer does not constitute a sale for residential, industrial or commercial use within the meaning of M.G.L. c. 61A, Section 14 and it is the

expectation of Both Seller and Buyer that the sale of the Option Premises to Buyer will not trigger rollback or conveyance taxes under M.G.L. c. 61A or cause the City of Lowell to have a right of first refusal under that statute.

1. **PURCHASE PRICE.** The purchase price for the Option Premises is One Million Nine Hundred Twenty Five Thousand Dollars (\$1,925,000.00).

2. **OPTION PERIOD.** Buyer's option to purchase shall be exercised by giving written notice thereof to the SELLER on or before _____ (insert date-30 months from date of agreement), which notice shall designate a closing date on which the Middlesex North District Registry of Deeds is open for business and which date is not earlier than December 26, 2023 and not later than June 30, 2024, unless the time for performance has been extended by agreement of the parties..

3. **PLAN FOR RESIDENTIAL PARCEL.** In the event that a plan for the Option Premises has not been prepared, endorsed and recorded pursuant to the exercise of Buyer's option for the purchase of the Residential Parcel, Buyer shall, promptly following the exercise of its option hereunder, cause to be prepared a recordable plan depicting the Option Premises, which plan shall be mutually agreeable to Seller and Buyer and consistent with the description of the Option Premises in **Exhibit A**. Buyer shall be responsible for the cost of preparing said plan, having it endorsed by the City of Lowell Planning Board and recording it.

4. **INSURANCE.** Until the delivery of a deed for the Option Premises to Buyer, Seller shall maintain fire and extended coverage insurance on the Option Premises as presently insured.

5. **PAYMENT OF BALANCE OF PURCHASE PRICE; ESCROW.** If Buyer exercises the option and completes the purchase of the Premises, the Option Payment shall be credited to the purchase price. Buyer shall pay the balance of the purchase price of \$1,875,000.00 at Closing in cash or by certified or cashier's check, bank wire transfer or other manner acceptable to Seller. If Buyer shall fail to exercise the option, or having so exercised it, shall fail to complete the purchase of the Option Premises, then Seller may retain all payments made by Buyer hereunder, which shall be Seller's sole remedy at law or in equity.

6. **TRANSFER OF TITLE AND POSSESSION.** If this option is exercised, in consideration of the payment of the Purchase Price, Seller shall at Closing:

- a. Convey the Option Premises to Buyer, or its nominee(s) or assignee(s), as designated by Buyer in writing to Seller at least five (5) business days prior to the Closing, by good and sufficient quitclaim deed conveying good and clear record and insurable title, free from encumbrances except:

- (i) Provisions of existing building and zoning laws;
- (ii) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (iii) Any liens for municipal betterments assessed after the date of this agreement;
- (iv) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the current use of said Option Premises or its future use as protected open space;

b. Deliver to Buyer full possession of the Option Premises, free of all tenants, occupants, licensees and others and free of any and all structures, equipment, personal property and debris, except as otherwise provided herein, said Option Premises to be then (a) in the same condition as they were in on the date of execution of this Agreement and (b) not in violation of any environmental and or health laws. Buyer shall be entitled to inspect the Option Premises prior to the Closing in order to determine whether the condition thereof complies with the terms of this subparagraph.

c. Provide to Buyer standard form affidavits and certificates reasonably requested by Buyer's counsel or title insurer such as affidavits with respect to parties in possession, mechanics liens and a certificate of Seller's non-foreign status if the same is required by Section 1445(b)(2) of the Internal Revenue Code of 1986, as amended.

d. Notwithstanding anything to the contrary herein contained, the Option Premises shall not be considered to be in compliance with the title provisions of this Agreement unless:

i. no building, structure, or improvement, including, but not limited to, any driveways, garages, and septic systems and wells if any, or any kind belonging to any other person or entity shall encroach upon or under the Option Premises;

ii the Option Premises have vehicular and pedestrian access to a public way; and

iii. title to the Option Premises is insurable, for the benefit of the Buyer, by a title insurance company reasonably acceptable to Buyer, in a fee owner's policy of title insurance, at normal premium rates in the American Land Title Association form currently in use, subject to those printed exceptions to title normally included in the "jacket" to such form or policy and the standard so-called "Schedule B" exceptions, and exceptions permitted under subparagraph 6a. above.

iv. there is not in existence any lawsuit or other judgment or claim against the property or about the property or any claim for any interest therein or right thereto,

including without limitation any lawsuit over prior contracts to purchase said property or partnerships related thereto, whether or not any attachment or other legal encumbrance exists related thereto on the title to the Option Premises.

In matters respecting the title to the Option Premises the standards of the Real Estate Bar Association of Massachusetts shall be determinative.

e. Seller shall deliver at the Closing, in addition to those other documents set forth herein, the following:

i. A certification by Seller that Seller's warranties are true complete and accurate in all material respects as of the time of Closing;

ii. A settlement statement setting forth the closing adjustments, amounts due and other customary matters regarding the Closing in accordance with the terms of this Agreement, mutually satisfactory to Seller and Buyer;

iii. Any additional certifications, certificates, member votes and the like referred to in paragraph 12 hereof.

7. **EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM.** If the Seller shall be unable to give title or to make conveyance, or to deliver possession of the option Premises, all as herein stipulated, or if at the time of the delivery of the deed the Option Premises do not conform with the provisions hereof, then the Seller shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said Option Premises conform to the provisions hereof, as the case may be, in which event the Seller shall give written notice thereof to the Buyer at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days.

8. **FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.** If at the expiration of the extended time the Seller shall have failed to remove any defects in title, deliver possession, or make the Option Premises 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.** The Buyer shall have the election, at either the original or any extended time for performance, to accept such title as the Seller can deliver to the Option Premises in their then condition and to pay therefore the purchase price without deduction, in which case the Seller shall convey such title

except that in the event of such conveyance in accordance with the provisions of this Paragraph, if the Option Premises shall have been damaged by fire or casualty insured against, then the Seller Shall, unless the Seller has previously restored the Option Premises to their former condition, pay over or assign to Buyer on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by Seller for any partial restoration..

10. **ACCEPTANCE OF DEED.** The acceptance of a deed by the Buyer or its nominee as the case may be, shall be deemed to be a 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 the Seller to make conveyance as herein provided, the 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 are recorded subsequently in a manner acceptable to Buyer.

12. **ADJUSTMENTS.** Taxes for the current fiscal year shall be apportioned as of the date of the delivery of the deed and the net amount thereof shall be added to or deducted from, as the case may be, the consideration paid by Buyer hereunder. If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

The Premises are currently enrolled in M.G.L. c. 61A and the Seller agrees to keep the Premises so enrolled, and comply with the requirements of c. 61A, until the Closing. Buyer agrees to hold Seller harmless from the imposition of rollback or conveyance taxes provided that Seller has complied with the requirements of the preceding sentence. Further, Buyer shall manage the Option Premises following the closing so as to keep the Option Premises in compliance with c. 61A (or c. 61B, if available).

All references to the "current fiscal year" and like references with respect to real estate taxes payable for the Option Premises shall be construed to mean the then current fiscal tax period within which such taxes are payable.

13. **CLOSING.** The closing contemplated hereby shall take place at the Middlesex North District Registry of Deeds (the "Registry"), or at such other mutually agreeable location, at the time and on the date designated by Seller in Seller's option exercise notice. Time is of the essence of this agreement.

14. **SELLER'S REPRESENTATIONS, OBLIGATIONS AND WARRANTIES.**

Seller hereby represents and warrants to Buyer that, as of the time of execution of this Agreement, and as of the date of the delivery of the deed hereunder:

(i) Seller has received no notice(s) of any violations of zoning laws, building codes, rules and regulations of governmental authorities, (including, without limitation, environmental regulations and authorities), requirements of boards of fire underwriters, and similar requirements with respect to the Option Premises, and knows of no pending threats or proceedings which could give rise to any such notice(s);

(ii) Seller has never used, generated, stored, spilled, or disposed of any hazardous substances, hazardous wastes, hazardous materials, or oil on the Option Premises, or removed the same from the Option Premises except in compliance with applicable law, and to the best of Seller's knowledge, no one else has done so (with the exception of the contamination of the Option Premises by prior owners which is the subject of the remediation activities referred to above). Seller covenants that he will not generate, use, store, dispose of, or spill any hazardous substance, hazardous waste, hazardous material or oil on the Option Premises or remove any of the foregoing from the Option Premises except in compliance with applicable law. For purposes of this agreement, "hazardous substances" shall be deemed to mean "hazardous substances" as defined in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder and includes, without limitation (whether or not included in the definition contained in said statute), bituminous concrete, petroleum, solvents, asbestos and other chemicals which would be materially dangerous to the environment or human beings. The term "hazardous wastes" shall mean "Hazardous wastes" as defined in the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6921 et seq., the Massachusetts Hazardous Waste Management Act, as amended, Chapter 21C of the Massachusetts General Laws, and regulations promulgated pursuant to both. The terms "hazardous materials" and "oils" shall mean "hazardous materials" and "oils" as defined in the Massachusetts Oil and Hazardous Material Release Prevention Act, as amended, Chapter 21E of the Massachusetts General Laws, and regulations adopted pursuant thereto.

(iii.) Seller Roland J. Perron, Jr. is the sole owner of the Option Premises and has all requisite power and authority to execute and deliver this Agreement and to carry out

his obligations hereunder. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by Seller and constitutes its legal, valid and binding obligation enforceable against Seller in accordance with their terms.

(iv.) The consummation by Seller of the sale of the Option Premises is not in violation of or in conflict with, nor does it constitute a default under, or with any of the material terms of any agreement or instrument to which Seller is a party, or by which Seller is bound or with any provision of any applicable law.

(v.) There has not been filed by or, to Seller's actual knowledge, against Seller any petition in bankruptcy or other insolvency proceedings or proceedings for reorganization of Seller or for the appointment of a receiver or trustee for all or any substantial part of Seller's property, nor has Seller made any assignment for the benefit of its creditors or filed a petition for an arrangement, or entered into an arrangement with creditors which has not, in each case, been terminated prior to the Closing.

(vi.) Except for the enrollment of the Option Premises in M.G.L. c. 61A, there are no agreements or contracts affecting all or any part of the Option Premises or the use thereof to which Seller is a party which would be binding upon or otherwise affect the Buyer or its nominee that would not be terminable at will by Buyer without penalty from and after the time of Closing.

(vii.) To the best of Seller's knowledge, Seller has received no notice of any suits, actions, orders, decrees, claims, writs, injunctions or proceedings pending against Seller or affecting all or any part of the Option Premises or the operation thereof before any court or administrative agency or officer which, if adversely determined, would have a material adverse effect upon the transactions contemplated by this Agreement, which have not been settled, withdrawn or otherwise terminated such that they do not represent an impediment to the transactions contemplated by this Agreement.

(viii.) Seller is not a foreign person within the meaning of I.R.C. Section 1445 and agrees to execute at the closing a non-foreign certificate in compliance with I.R.C. Section 1445 (b)(2).

Seller shall not take any of the following actions without the express written consent of Buyer:

(ix.) Make or permit to be made any material alterations to or upon any of the Option Premises unless required by any governmental authority or otherwise by applicable law, the requirements of Seller's insurer or in connection with a casualty loss;

(x.) Enter into leases or grant any easements or other interests or enter into any other agreements with respect to any of the Option Premises, or any portion thereof, which would be binding upon Buyer or its nominee subsequent to a Closing hereunder or amend, extend, renew, terminate or otherwise modify any lease on all or any portion of the Option Premises;

(xi.) Alienate, or otherwise transfer or voluntarily encumber any interest in the Premises.

If the statements set forth above are not true in all material respects when made or if all such statements are not true at the time of Closing, Buyer shall be entitled to terminate this Agreement, provided that if, prior to Closing, Seller takes such steps as are necessary to render and in fact renders true a statement which was untrue when made, such termination shall be deemed rescinded and this Agreement shall continue as if such notice had not been given.

Except as aforesaid, Seller makes no representations or warranties as to the condition of the Option Premises, its compliance with laws, by-laws, ordinances or regulations affecting the use of property, or the disposal or dumping on the Option Premises of trash or any materials described in the preceding subparagraph (ii) by persons other than Seller or those acting under Seller's control or direction and Buyer understands and agrees that the Option Premises are to be conveyed in the same condition as they are in on the date of this agreement. Seller agrees that Seller will provide reasonable cooperation to Buyer during the Option Period in identifying and correcting encroachment, trespass and/or dumping issues which have been identified by Buyer. "Reasonable" cooperation includes but is not limited to signing as "owner" such letters and other communications addressed to identified or suspected violators as Buyer may choose to prepare.

15. **BUYER'S ACCESS TO OPTION PREMISES.** The Seller hereby authorizes Buyer and its representatives, during the term of this agreement and any extension thereof, to enter upon the Option Premises for the purpose of making measurements, surveys, inspections, examinations, tests and analysis all as Buyer shall deem necessary or desirable. Buyer shall give Seller prior notice of any entry on the Option Premises and agrees that any such entry shall be at the sole risk of Buyer.

16. **NO BROKERS.** The parties agree that no real estate broker, agent or salesman was the procuring cause of this option agreement.

17. **POSSESSION AND RISK OR LOSS.** Seller shall continue in possession of the Option Premises until the Closing. Risk of loss for any casualty to the Option Premises shall belong to the Seller until the Closing.

18. **NOTICES.** All notices required or permitted to be given hereunder shall be in writing and delivered by hand, be certified mail, postage pre-paid, return receipt requested, or by express or electronic mail or express courier service, in the case of Seller to the address above with a copy to Timothy J. Sullivan, Esq, 20 Derby Lane, Tyngsboro, MA 01879, and in the case of Buyer Massachusetts Audubon Society, Inc. to its address above ATTN: Director of Land Conservation and in the case of Buyer Lowell Parks & Conservation Trust, Inc. to its address above ATTN: Executive Director, with a copy to Douglas A. Muir, Esq., Garrity, Levin and Muir, Two Center Plaza, Suite 530, Boston, MA 02108, or in the case of either party to such other address as shall be designated by notice given to the other party in compliance with this paragraph. Except as otherwise provided herein, notice shall be deemed given when so delivered by hand, or if mailed by certified mail, two days after it is deposited with the U.S. Postal Service, or if sent by express mail or express courier service, one day after it is deposited with the U.S. Postal Service or such other service.

19. **MISCELLANEOUS.** This Agreement (a) shall be subject to and be interpreted in accordance with the laws of the Commonwealth of Massachusetts, (b) may be executed in multiple counterparts each of which shall be deemed an original but all of which together shall constitute one and the same Agreement, (c) supersedes any and all prior agreements or understandings of the parties with respect to the subject matter hereof (d) may be amended or altered only by a written instrument signed by both parties and (e) shall be binding upon and inure to the benefit of the Buyer and Seller and each of their respective heirs, devisees, personal representatives, administrators, successors and assigns.. Buyer and Seller hereby expressly grant to their respective attorneys the actual authority to bind them for the sole limited purpose of allowing such attorneys to grant extensions or execute amendments to this Agreement. Fax or email signatures on this agreement or any extensions or amendments thereto shall be treated the same as original signatures. This Agreement, or a notice of it, may be recorded by either party in the Registry.

[Signatures appear on following page]

Executed this 13 day of October, 2021

Roland J. Perron, Jr. Seller

Roland J. Perron Jr
Roland J. Perron, Jr.

Lowell Parks & Conservation Trust, Inc.

By: Jane Calvin
Jane Calvin, Executive Director, Buyer

Massachusetts Audubon Society, Inc., Buyer

By: Bancroft R. Poor
Bancroft R. Poor, Assistant Treasurer/CFO

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this 13 day of October, 2021, before me, the undersigned notary public, personally appeared Roland J. Perron, Jr., Trustee of Varnum Avenue Realty Trust, proved to me through satisfactory evidence of identification, which was () a government-issued document bearing the signer's photographic image and signature or (X) my personal knowledge of the principal's identity, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as Trustee as aforesaid.

Timothy J. Sullivan
Notary Public: Timothy J. Sullivan
My Commission Expires: September 19th 2015



COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 14th day of October, 2021, before me, the undersigned notary public, personally appeared Jane Calvin, proved to me through satisfactory evidence of identification, which was () a government-issued document bearing the signer's photographic image and signature or (X) my personal knowledge of the principal's identity, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose as Executive Director and authorized signatory of Lowell Parks & Conservation Trust, Inc., a corporation.



GERMAINE VIGEANT-TRUDEL
Notary Public
Commonwealth of Massachusetts
My Commission Expires
October 17, 2025

Germaine Vigeant-Trudel
Notary Public

My Commission Expires: 10/17/2025

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 14 day of October, 2021, before me, the undersigned notary public, personally appeared Bancroft R. Poor, proved to me through satisfactory evidence of identification, which was my personal knowledge of the principal's identity, 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 as Assistant Treasurer/CFO and authorized signatory of Massachusetts Audubon Society, Inc., a corporation.

Kristin M. Barr
Notary Public

My Commission Expires:

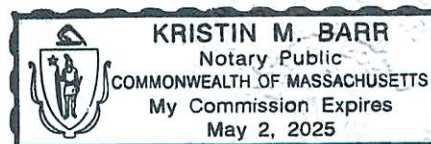


EXHIBIT A

The 1413 Varnum Parcel is comprised of two parcels, as follows:

First Parcel, Lot 1 as shown on a plan entitled "Subdivision Plan of Land in Lowell, Mass." dated Feb 1993, recorded with Middlesex North Registry of Deeds, Book 182, Page 125 and being the same premises described in a deed of Roland J. Perron and Carole R. Perron dated April 27, 1994, recorded with said Deeds, Book 7062, Page 13 and comprising 9.2 acres, more or less, according to said plan;

Second Parcel. A portion of Lot 1A located easterly of, but not adjacent to Varnum Avenue, said Lot 1A being shown on a plan entitled "Compiled Plan of Land in Lowell, Mass. Prepared for Roland J. Perron and Carole R. Perron, Trustees of Varnum Avenue Realty Trust dated March 11, 1999 and recorded with said Deeds in Plan Book 203, Plan 16, and being the same premises described in a deed of Roland J. Perron and Carole R. Perron, Trustees, dated March 3, 2000, recorded with said Deeds, Book 10773, Page 151 and thought to contain 1.35 acres, more or less.

The Residential Parcel is the portion of the 1413 Varnum Parcel which is not classified under M.G.L. c. 61A..

The Option Premises consist of the 1413 Varnum Parcel, EXCEPTING AND EXCLUDING THE Residential Parcel.