

LAW OFFICES  
**LORDEN, PASTOR & LILLY, P.C.**

44 East Main Street  
Ayer, Massachusetts 01432

JOHN J. LORDEN  
ROY W. PASTOR  
CHRISTOPHER T. LILLY

Phone (978) 772-0011  
Facsimile (978) 772-9902  
E-Mail: attorney@lorden-pastor.com

July 30, 2014

Mr. Mark Boyle  
Assistance General Manager for Real Estate and Asset Development  
Massachusetts Bay Transportation Authority  
Ten Park Plaza, Suite 3910  
Boston, MA 02116

RE: Depot Square, Ayer, MA

Dear Mark:

As you are aware I left for vacation on July 15, 2014. When I returned I saw that you called my office on July 16, 2014 and then contacted my client directly on July 21, 2014. I would like to once again admonish you not to have direct communication with my client.

At first I read your letter of July 21, 2014 with some amount of amusement. However, that amusement quickly turned into concern. Simply put, it is riddled with misstatements.

Firstly, Mr. Berry has submitted two written proposals in the form of architecturally drawn plans. Because you have chosen to keep us out of the loop with your negotiations with Senator Eldridge's office as well as the Town of Ayer, and as a result have made this a political discussion, I submitted the two plans through the office of State Representative, Sheila Harrington. I understand that all interested parties are aware of this.

In the second paragraph of your letter you raised the issue of the railroad station facility referred to in the original 1960 deed and covenant agreement. I can only assume that this portion of your letter is made for "show and politics." Throughout our discussions you have steadfastly maintained that the railroad has no intention of staffing a ticket agent, baggage handler or anyone else which would be associated with the operation of a railroad station. If you have changed your position, please let me know now. As you are further aware, the 1960 deed was put into place when there was an existing railroad station fully staffed by your client's predecessor. Said station was abandoned by the railroad a generation ago. Even if one was to assume that the covenants had not been abandoned pursuant to the 1961 statutory changes in the law, it is clear that those portions of the covenants that were abandoned years ago are not likely to be resurrected by any court of competent jurisdiction. This is especially true taking into consideration your position that the railroad has no intent to staff a railroad station at that location regardless of any court opinion.

Time would be better served by addressing the specific proposals made by my client which would both benefit the Town of Ayer, facilitate the building of the new parking area and present a long term solution for the maintenance of the rail station as well as the growth of the Town of Ayer. The first proposal made would facilitate all commuter access, including handicapped, and allows for all municipal vehicles, fire and police access in the event of an emergency.

To date your position has been simply that you do not want to make any changes which might trigger a review for the Americans with Disabilities Act. Your position has been that the railroad station does not want to make the station handicapped accessible as that would cost money. As a result you are looking for solutions that make absolutely no sense for the Town, my client, or for the railroad long term.

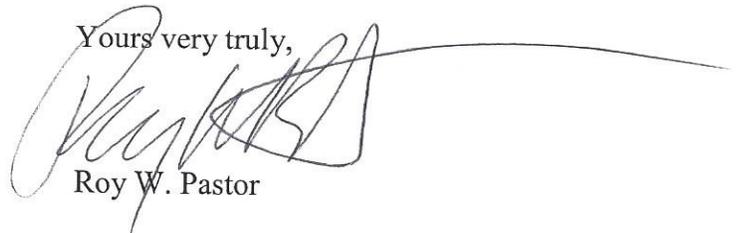
Even if a court of competent jurisdiction would fashion some form of access to the railway station over the land owned by my clients, which did not trigger an ADA review, those covenants expire in about 45 years. At that time it is likely that the owners will simply shut down and remove access from the railroad station and there will be no rail station in Ayer.

Additionally, the proposals you make disturb not only the businesses on Main Street but make it difficult for the commuter to efficiently enter the railroad platform, adversely affect the traffic in downtown Ayer and at best serve as only a temporary solution.

The proposals made by my client offer a permanent resolution that would address parking issues for the Town of Ayer including off street handicapped parking and drop off for the station, and protects the long term interests of the Town and the citizens of Ayer. They also guarantee permanent access to the railway platform.

Throughout our discussions, you have only been interested in discussing solutions to this situation which eliminate the possibility of upgrading handicapped access to the railway station. That cannot and will not be the sole objective of these discussions. If that remains your sole agenda, then it is probably better to allow a judge to review the covenants and fashion something consistent with the law and the deed as it exists now.

Yours very truly,

A handwritten signature in black ink, appearing to read 'Roy W. Pastor', is written over a long horizontal line that extends across the page.

Roy W. Pastor

RWP/ler

cc: Worthen Dale Realty Corp  
State Rep. Sheila Harrington  
Sen. Jamie Eldridge  
Administrator, Town of Ayer  
Chairman, Board of Selectmen, Town of Ayer  
Nashoba Publications  
The Lowell Sun