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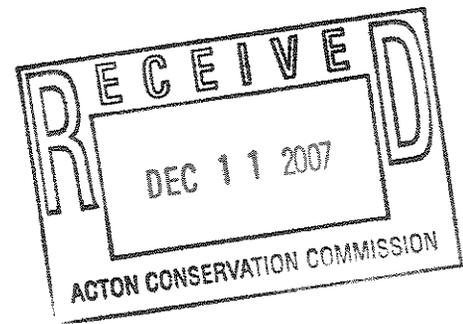
HON. MORRIS N. GOULD
1918-1987

H. MITCHELL GOULD, ESQ.
1947-1987

CONCENTRATING IN
REAL ESTATE
BUSINESS
ESTATE PLANNING
WILLS & TRUSTS

FACSIMILE: (978) 486-9434

November 29, 2007



Acton Conservation Commission
472 Main Street
Acton, MA 01720

RE: Grant of Conservation Easement
Apple Valley Homes

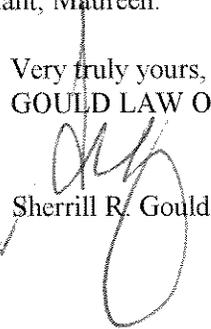
Dear Sir/Madam:

Enclosed please find a proposed Grant of Conservation Easement for the land on Willow Street.

Kindly review same and if acceptable to your commission please sign the same where indicated and return the original to me for recording.

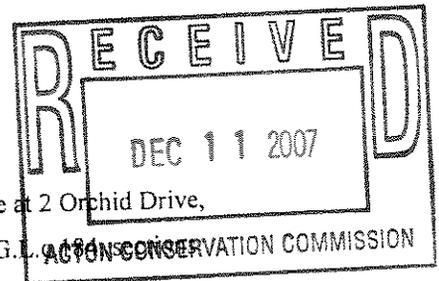
If you have any questions, please contact me or my assistant, Maureen.

Very truly yours,
GOULD LAW OFFICES


Sherrill R. Gould

SRG:mew
enclosure

GRANT OF CONSERVATION RESTRICTION



APPLE VALLEY HOMES, INC., a Massachusetts corporation with a principal office at 2 Orchid Drive, Littleton, Middlesex County, Massachusetts 01460, (the "Grantor") acting pursuant to G.L. c. 91A, § 31-33, hereby grants as a donation, with **QUITCLAIM COVENANTS**, to the **Town of Acton**, a municipal corporation acting by and through the Acton Conservation Commission ("Grantee"), in accordance with G.L.c. 40, section 8C, and having an address of 475 Main Street, Acton, MA 01720, its successors and permitted assigns, in perpetuity and exclusively for conservation purposes, the following Conservation Restriction in the land described as follows :

The land being shown as « Conservation Access Easement consisting of approximately _____ acres and designated as shown on a Plan of Land entitled "Plan of Land, Willow Street, Acton, Massachusetts Prepared for : Apple Valley Homes, Inc., Aton Survey & Engineering, Inc., dated May 14, 2007, Scale 1 inch = 40 feet, «. For title to the property see Deeds to the Grantor recorded in Middlesex South District Registry of Deeds, Book 41436, Page 604 and Book 43940, Page 196.

WHEREAS, the Property possesses significant natural, wooded, scenic, and open space values (collectively, "conservation values") of great importance to the Grantor, the Grantee, and to the people of The Town of Acton, Middlesex County and the Commonwealth of Massachusetts; and

WHEREAS, preservation of the Property is important to preserve abutting areas subject to permanent protection, to enhance known habitats for wildlife and wildflowers and to be in harmony with the surroundings; and

WHEREAS, the Grantor and the Grantee have the common purpose of conserving the conservation values of the Property by conveyance of the Conservation Restriction on, over, and across the Property so as to conserve the natural, scenic, aesthetic, and special values of the Property and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property and with the Property's natural resources.

1. Purpose.

The intent and purposes of this Conservation Restriction are:

- (a) to encourage the conservation, preservation and protection of the natural resources of the Property.
- (b) to carry on sound forestry management activities compatible with the conservation and enhancement of indigenous (to New England) plants, wildflowers, trees, and wildlife including fish, amphibians, mammals, and birds.
- (c) to maintain the Property in a natural state so as to preserve and enhance wildlife and wildflower habitats, and to be in harmony with its surroundings including the abutting Oak Hill Conservation area.

2. Binding Effect and Prohibited Activities.

The Grantor covenants for itself and for its successors and assigns that the Property will at all times be held, used, and conveyed subject to and not in violation of the following restrictions, which shall run with

the Property in perpetuity, as said restrictions may be limited or affected by the provisions of Section 3 below.

(a) The Property (including, without limitation, any body of water thereon) shall be maintained predominantly in its present undeveloped and natural condition and shall not be used for residential, industrial, or commercial use.

(b) No residential dwelling, tennis court, artificial swimming pool, asphalt driveway, improved road associated with development, mobile home, utility pole, tower, conduit or line, equipment, fixture, trailer, antenna or other temporary or permanent structure or improvement shall be constructed, placed, or permitted to remain on the Property except structures existing on the Property at the time of the execution of the Conservation Restriction, the improvements for a parking area for 6 cars as permitted by the Planning Board, a walking trail and shelter or bench for the public, consistent with the passive recreation purposes of the area, trail markers and a memorial sign or plaque, and such other structures as are expressly permitted herein.

(c) No loam, peat, gravel, soil, sand, rock, or other mineral resource or natural deposit shall be excavated, dredged, or removed from the Property unless related to the uses or activities expressly permitted herein, which uses include without limitation the construction of recreation trails, or the exercise of sound agricultural, silvicultural, horticultural, wildlife management, or forest management practices ("Protected Practices"), and is consistent with the purposes of this Conservation Restriction, as set forth in Section 1 herein.

(d) No trees, shrubs, or other vegetation on the Property shall be cut, removed, or destroyed, except that the Grantor and its successors and assigns may perform such cutting, pruning, mowing, and removal as shall be dictated by sound Protected Practices to create trails and the permitted parking area, and as otherwise expressly permitted herein.

(e) No soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, low level radioactive or hazardous waste, or other substance or material whatsoever shall be placed, stored, dumped, or permitted to remain on the Property except to the extent that such placement, storage or dumping is necessary to the uses or activities expressly permitted herein, including without limitation Protected Practices, and is consistent with the purposes of this Conservation Restriction, as set forth in Section 1 herein.

(f) No use shall be made of the Property, and no activity shall be permitted thereon, which is or may be inconsistent with the purposes of this Conservation Restriction, as set forth in Section 1 herein. No activity, including without limitation drainage or flood control activities, shall be carried on which is detrimental to the natural resources of the Property or detrimental to water quality, soil conservation, wildlife conservation, or sound Protected Practices or which is otherwise wasteful of the natural resources of the Property.

(g) No motorized vehicles or bicycles, except emergency vehicles and equipment used for carrying out Protected Practices, shall be permitted on the Property.

(h) The Property shall not be subdivided without written permission from the Grantee, provided such subdivision does not adversely impact the purposes of this Conservation Restriction, as set forth in Section 1 herein.

(i) No other use of the Property or activity thereon which is inconsistent with the purposes of this Conservation Restriction, as set forth in Section 1 herein, or which results in more than nominal or occasional increases in the levels of noise, air pollution, water pollution, or traffic in the neighborhood or on the Property shall be permitted.

3. Reserved Rights.

Notwithstanding any provisions of this instrument to the contrary, the Grantor hereby reserves to and for itself and its successors and assigns all other customary rights and privileges of ownership, including the right to privacy and the right to conduct or permit the following activities on the Property:

(a) the maintenance and use of existing trails, fences, bridges, gates, stone walls, farm and woods roads, and the like, on the Property, substantially in their present condition, or as reasonably necessary for the uses thereof or herein permitted, or as necessary and desirable in controlling unauthorized use, or in facilitating authorized use, of the Property.

(b) the construction, erection, and maintenance of appropriate signs setting forth restrictions on the use of the Property, or identifying trails, locations, natural features, and the like.

(c) the right to conduct or permit others to conduct sound Protected Practices on the Property, including without limitation the right to commercially harvest forest products in accordance with prudent and sound silvicultural practices; management of the Property for the benefit of wildlife (including without limitation the planting and cultivation of wildlife cover and food crops); cutting, mowing, pruning, or removal of vegetation to enhance and promote varied types of wildflower and wildlife habitats consistent with sound management practices; and agricultural, horticultural, and animal husbandry operations carried on in accordance with sound agricultural management practices, including without limitation the cultivation of existing meadows and the installation of fences.

(d) the right to construct, maintain, and use trails on the Property for passive outdoor recreational uses such as hiking, snowshoeing, cross country skiing, horseback riding, and other similar, nonmotorized recreational uses designed for increasing the knowledge and appreciation of wildlife and the natural world.

(e) the right to conduct, and allow others, such as the Acton Conservation Commission and the Acton Conservation Trust, to conduct, scientific research on, but not limited to, plants and wildlife on the Property.

4. Access.

The Conservation Restriction grants to the Grantee, to the general public, or to any other person, any right to enter upon the Property for passive recreation purposes to pass and repass to the connection conservation areas

5. Enforcement.

The Grantor hereby grants to the Grantee, its successors and assigns, an easement of access to enter the Property for the purposes of inspecting the Property and enforcing the foregoing restrictions and covenants and remedying any violation thereof.

In the event that injunctive relief to compel the enforcement or to enjoin the violation of the Conservation Restriction is necessary, then the Grantor, and thereafter its successors and assigns, covenant and agree to reimburse the Grantee for all reasonable costs and expenses (including without limitation counsel fees) thereby incurred.

6. Prior Notice to the Grantee.

With the exception of the completion of the walking trails and the parking area, as permitted by the Planning Board in their Decision of _____, the Grantor and its successors and assigns, agree to notify the Grantee in writing thirty (30) days before exercising any right reserved herein, the exercise of which may impair any conservation interests associated with the Property. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of the Conservation Restriction, as set forth in Section 1, herein. Such notification to the Grantee shall be by first-class mail.

7. Proceeds from Extinguishment

The Grantor and the Grantee agree that the donation of this Conservation Restriction gives rise for purposes of this paragraph to a real property right, immediately vested in the Grantee with a fair market value that is at least equal to the proportionate value that this Conservation Restriction determined at the time of the gift bears to the value of the unrestricted Property at that time. Such proportionate value of the Grantee's property right shall remain constant and be determined, at the time of this grant, by an appraiser familiar with conservation restriction transactions and amenable to both parties. Such appraisal shall be funded by the Grantee.

Whenever all or any part of the Property or any interest therein is taken by public authority under power of eminent domain, or if all or any part of the interests created by this Conservation Restriction are otherwise extinguished by act of public authority, then the Grantor and Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action.

If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then the Grantee, on a subsequent sale, exchange or involuntary conversion of the Property, shall be entitled to a portion of the proceeds equal to such proportionate value, subject, however, to any applicable law which expressly provides for a different disposition of proceeds.

All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and the Grantee in shares equal to such proportionate value. The Grantee shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein.

8. Subsequent Transfers.

The Grantor agrees to incorporate the terms of the Conservation Restriction in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. The Grantor further agrees to give written notice to the Grantee of the transfer of any interest at least thirty (30) days prior to the date of such transfer. Failure of the Grantor to do so shall not impair the validity of the Conservation Restriction or limit its enforceability in any way.

9. Assignability.

The burdens of the Conservation Restriction shall run with the Property in perpetuity, and shall be enforceable against the Grantor and its successors and assigns holding any interest in the Property. The Grantee is authorized to record or file any notice or instruments appropriate to assuring the perpetual enforceability of the Conservation Restriction; the Grantor on behalf of itself and its successors and assigns appoints the Grantee its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree to execute any such instruments upon request. The benefits of the Conservation Restriction shall be in gross and shall not be assignable by the Grantee, except in the following instances and from time to time:

(i) as a condition of any assignment, the Grantee requires that the purpose of the Conservation Restriction continue to be carried out, and

(ii) the assignee, at the time of assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and under M.G.L. Chapter 184, Section 32 as an eligible donee to receive the Conservation Restriction directly.

10. Estoppel Certificates.

Upon request by the Grantor, the Grantee shall within thirty (30) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance with any obligation of the Grantor contained in this Conservation Restriction.

11. Effective Date.

The Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by M.G.L. Chapter 184, Section 32 have been obtained, and the Conservation Restriction has been recorded.

12. Recordation.

The Grantor shall record this instrument in a timely fashion in the Middlesex South District Registry of Deeds.

13. Severability.

Invalidity of any of these covenants or restrictions or any part thereof by judgment or court order shall in no way affect the validity of any of the other provisions hereof, which shall remain in full force and effect.

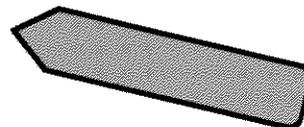
ACCEPTANCE OF GRANT

The above Conservation Restriction is accepted this _____ day of _____, 2003.

Town of Acton

By: _____

Its:



COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

Date:

Then personally appeared the above-named _____ and acknowledged the foregoing instrument to be the free act and deed of the Town of Acton, before me.

Notary Public

My commission expires:

APPROVAL BY SELECTMEN

We, the undersigned, being a majority of the Board of Selectmen of the Town of Acton, Massachusetts, hereby certify that at a meeting duly held on _____ we voted to approve the foregoing Conservation Restriction in the public interest for the preservation of the natural resources of the Town of Acton pursuant to M.G.L. Chapter 184, Section 32.

Date _____

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss. _____, 2005

Then personally appeared the above-named duly elected members of the Town Board of Selectmen and acknowledged the foregoing instrument to be the free act and deed of a vote of the Town of Acton Board of Selectmen, before me.

Notary Public

My commission expires:

APPROVAL BY SECRETARY OF ENVIRONMENTAL AFFAIRS

The undersigned, Secretary of the Executive Office of Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction to the Town of Littleton has been approved in the public interest pursuant to M.G.L. Chapter 184, Section 32. Approval of this Conservation Restriction by any municipal officials and by the Secretary of Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Property, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

Date: _____
Secretary of Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

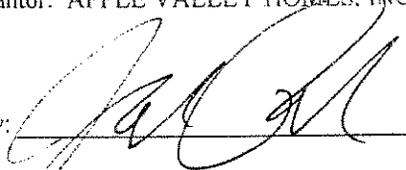
_____, ss. _____, 2005

Then personally appeared the above-named _____, Secretary of Environmental Affairs and acknowledged the foregoing instrument to be her free act and deed, before me.

Notary Public
My commission expires:

IN WITNESS WHEREOF, the Grantor has executed this instrument this 15th day of November, 2007.

Grantor: APPLE VALLEY HOMES, INC

By: 
JOHN BARBADORO,
Is: President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

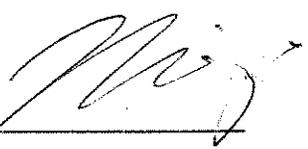
Middlesex, ss.

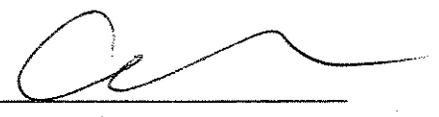
November 15, 2007

Then personally appeared before me the above-named John Barbadoro, President and Treasurer of Apple Valley Homes, Inc. personally known to me, and proved to me through identification of license to be the person whose name is subscribed hereto, and acknowledged that he executed the foregoing instrument as the free act and deed of the corporation, duly authorized, before me

SHERRILL R. GOULD, Notary Public
My Commission Expires: 6/2/06

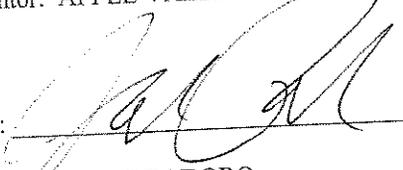
Assented To:


Kening Song Ming Li


Xiao Yan Li Changqing Chen

IN WITNESS WHEREOF, the Grantor has executed this instrument this 15th day of November, 2007.

Grantor: APPLE VALLEY HOMES, INC

By: 

JOHN BARBADORO,

Its: President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

November 15, 2007

Middlesex, ss.

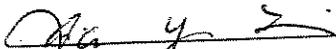
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SHERRILL R. GOULD, Notary Public
My Commission Expires: 6/2/06

Assented To:



Kening Song



Xiao Yan Li

Ming Li

Changqing Chen