

June 18, 2010

Acton Conservation Commission
C/o Tom Tidman, Conservation Director
472 Main Street
Acton, MA 01720

Dear Mr. Tidman,

Per our discussion yesterday, I am hereby submitting for the signature of the Conservation Commission Board of Selectmen the enclosed Conservation Restriction for 6.669 acres of land situated off Durkee Lane in Acton. Please return the executed documents to me and we will have them recorded. Thank you for your assistance.

Yours truly,



John Pitner
Director of Redevelopment
AvalonBay Communities

cc: Scott Dale, AvalonBay Communities
Steve Schwartz, Goulston & Storrs
Paige Manning, Goulston & Storrs

CONSERVATION RESTRICTION

I. Grant of Conservation Restriction. Aria at Laurel Hill, LLC, a Delaware limited liability company with a principal place of business at 671 N. Glebe Road, Suite 800, Arlington, VA 22203 (the "Grantor", which term includes the Grantor's successors and assigns with respect to the ownership of the Premises described below), in consideration of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants to the Inhabitants of the Town of Acton, a municipal corporation in Middlesex County, Massachusetts, acting by and through its Conservation Commission under the authority of Mass. General Law Chapter 40, §8C and chapter 132A, section 3, its successors and permitted assigns ("Grantee"), a Conservation Restriction pursuant to G.L. Chapter 184, §§31-33, in perpetuity and for conservation purposes on that portion of Lot 4 located in said Acton situated off Durkee Lane and shown as part of "Conservation Restriction Easement Area 2" on a plan entitled "Conservation Restriction Easement Area 1 Parcel C & Conservation Restriction Easement Area 2 Plan of Land in Acton & Westford, Massachusetts," prepared for Avalon Acton, Inc., Scale 1"-60', dated November 12, 2007, by Stanski and McNary, Inc., (hereinafter the "Conservation Restriction Plan"), which plan is attached as Exhibit A hereto and made a part hereof, and which plan is to be recorded with the Middlesex South Registry of Deeds (the "Registry") herewith (said portions of Lot 4 shown on the Conservation Restriction Plan as Conservation Restriction Easement Area 2 are sometimes referred to herein as the "Premises"). The Premises constitute approximately 6.6690 acres of the approximately 16.4753 acres constituting the entirety of Lot 4. Reference is hereby made to said Conservation Restriction Plan for a more particular description of the Conservation Restriction Easement Area 2. For Grantor's title see Exhibit B.

II. Purposes. The Premises that are the subject of this Conservation Restriction have certain unusual, unique or outstanding qualities, the preservation of which in their predominately natural or open condition would be a benefit to the public. As such, the purpose of this Conservation Restriction is to retain the Premises predominantly in its current state, a combination of upland forest, meadow, vernal pools, and wetlands, in a natural, scenic, open condition; to access the Premises for recreation, educational, scientific, cultural and other charitable purposes; to protect and promote the conservation of forest lands, wetlands, soils, natural watercourses, water supplies and wildlife thereon; to protect and enhance the value of any abutting conservation areas; and to allow public access for passive recreation, enjoyment of the forest, wildlife, and open space resources of the Premises as specifically provided for herein ("Purpose").

Furthermore the granting of this Conservation Restriction serves to satisfy the requirement set forth in Conservation Permit No. 006.094.DFW issued by the Commonwealth of Massachusetts Division of Fisheries and Wildlife dated July 27, 2006. The Natural Heritage and Endangered Species Program of the Commonwealth of Massachusetts Division of Fisheries and Wildlife ("NHESP") is the state entity that enforces and administers the Massachusetts Endangered Species Act, Mass. General Law, chapter 131A, as it may be amended ("MESA").

The Premises contains a number of Vernal Pools that have been documented to support a state-protected Species of Special Concern, the Blue-spotted Salamander (*Ambystoma laterale*).

The purpose of this Conservation Restriction is to conserve the natural values of the Premises, conserve and protect the Blue-spotted Salamander and their habitat and other animal populations of the Premises, and prevent the use or development of the Premises for any purpose or in any manner which would conflict with the maintenance of the Premises in its current natural condition for this generation and future generations.

III. Prohibited Acts and Uses and Permitted Exceptions.

A. Prohibited Acts and Uses. Subject to the exceptions and rights reserved to the Grantor, its successors and assigns pursuant to Section B and C below, the Grantor will not perform or give permission to others to perform the following acts or uses, which are prohibited on, above, or below the Premises:

- (1) Alteration or removal of vegetation;
- (2) The construction or placement of any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, signs, fence, billboards or other advertising display, antenna, utility pole, tower, conduit, line or other temporary or permanent structure or facility on, above or under the Premises;
- (3) the excavation, dredging or removal from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit and the placement, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever;
- (4) Activities detrimental to drainage, flood control, water quality, water conservation, erosion control or soil conservation or wildlife habitats;
- (5) The use, parking or storage of motorcycles, motorized trail bikes, snowmobiles and all other motor vehicles, except as necessary in exercising any of the reserved rights, or as necessary by the police, fire department or other governmental agents in carrying out their lawful duties;
- (6) Construction or maintenance of trails, ways or any paved surfaces;
- (7) Use of pesticides, or biocides, including but not limited to insecticides, fungicides, rodenticides and herbicides (except as absolutely necessary to preserve rare or endangered plant or animal species and subject to prior written approval and agreement of the Grantee and NHESP);

- (8) Subdivision, or the use of the Premises towards further building requirements on this or any other lot other than for the Project (as hereinafter defined);
- (9) Other uses of the Premises or activities which would significantly impair the Purpose of this Conservation Restriction, or which applicable federal, state or local law or regulation prohibits.

B. Permitted Activities and Uses. Notwithstanding the provisions of Section III.A above, the following general acts and uses are permitted, provided that all such activities and uses must be in full conformity with all applicable local, state and federal environmental regulations, including MESA:

- (1) Following notice to the Grantee and NHESP or its successors, and the approval of NHESP as per the procedure outlined in Section IV, the maintenance or modification of vegetation, excavation, dredging, removal of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposits on the Premises for conservation, habitat management, or scientific purposes, provided such activities do not materially impair the purposes of this Conservation Restriction;
- (2) Maintenance, repair and use of easements, utilities and rights of way, if any, provided such activities do not materially impair the purposes of this Conservation Restriction. The Grantee and NHESP specifically confirm and agree that maintenance, repair and use of easements, utilities and rights of way servicing the Project (hereinafter defined) and the single family house lots adjacent to Durkee Lane do not materially impair the purposes of this Conservation Restriction;
- (3) Drainage from adjoining land, provided such activity does not materially impair the purposes of this Conservation Restriction. The Grantee and NHESP specifically confirm and agree that drainage from the Project does not materially impair the purposes of this Conservation Restriction;
- (4) Maintenance, repair, replacement and use of the subsurface sewage disposal system leaching fields as shown on the Conservation Restriction Plan;
- (5) The conduct of scientific research and erection of wildlife migration barriers, provided such activities do not materially impair the purposes of this Conservation Restriction.
- (6) The maintenance, repair, reconstruction and use of existing ways, trails (shown as "cartpath" on the Conservation Restriction Plan), fences, bridges,

gates and stonewalls on the Premises, substantially in their present condition, or as reasonably necessary for walking, hiking, horseback riding, snowshoeing, biking and cross-country skiing or hereinafter permitted. Following notice to the Grantee and NHESP or its successors, and the approval of NHESP as per the procedure outlined in Section IV, the creation of new ways, trails, fences, bridges, gates and stone walls, so long as such use is not significantly detrimental to water quality, soil conservation, habitat, wildlife conservation and/or forestry management practices or otherwise wasteful of the natural resources of the Premises. Maintenance, repair and reconstruction shall include the right of Grantor, but not the general public, to pass and repass over the existing ways, bridges and trails (shown as "cartpath" on the Conservation Restriction Plan) and new ways, bridges and trails by motor vehicle for the purposes of maintenance, repair, and reconstruction and for emergency ingress and egress by governmental agencies such as police and fire to and from the Premises, provided such activities do not materially impair the purposes of this Conservation Restriction.

- (7) The erection and maintenance of signs identifying ownership of the Premises; its status as a conservation reservation; the restrictions on the use of the Premises; the identity or location of trails, areas of interest, natural features or other characteristics of the Premises, provided such activities do not materially impair the purposes of this Conservation Restriction;
- (8) Following notice to the Grantee and NHESP or its successors, and the approval of NHESP as per the procedure outlined in Section IV, the de minimis cutting and removal of trees, shrubs and other vegetation, the planting of native trees, shrubs and other vegetation and the removal of obstacles, such as downed, dead or dying trees, brush, shrubs, debris, or trash for normal maintenance of the Premises in a natural condition, to prevent threat of injury or damage to persons or property, and to further the Purpose protected by this Conservation Restriction; and the cutting of trees and vegetation for any non-commercial purpose in accordance with a plan approved by NHESP, prepared by a natural resources professional that is designed to protect or enhance the conservation values of the Premises, including without limitation, wildlife habitat and scenic values, provided such activities do not materially impair the purposes of this Conservation Restriction.
- (9) The use of the Premises for passive recreational activity such as hiking, snowshoeing, biking, horseback riding, and cross-country skiing on designated trails only, nature study, hunting, fishing, and other like activities, provided such activities do not materially impair the purposes of this Conservation Restriction;

- (10) Trapping to control nuisance wildlife species in accordance with G.L. c. 131, § 80A, provided such activities do not materially impair the purposes of this Conservation Restriction;
- (11) Following notice to the Grantee and NHESP or its successors, and the approval of NHESP as per the procedure outlined in Section IV, layout and construction of new trails, provided, however, that such trails shall be no greater than six feet in width, shall not be located so as to negatively impact to any significant degree the Purpose protected by this Conservation Restriction, and shall be constructed only after written permission is received from the Grantee and NHESP, provided such activities do not materially impair the purposes of this Conservation Restriction;
- (12) Any use not allowed by right is specifically prohibited.

C. Permitted Activities and Uses. Notwithstanding the provisions of Section III.A above, the following specific acts and uses are permitted within the hatched "Use Area" on the plan enumerated as "Conservation Restriction Use Area C":

- (1) Conservation Restriction Use Area C may be used for the construction, reconstruction, modification, inspection and maintenance of any and all of the drainage facilities, (including but not limited to a detention basin) and other utilities to service the proposed project as permitted by that certain Comprehensive Permit dated December 1, 2005, issued by the Westford Zoning Board of Appeals and recorded in the Registry at Book 19668, Page 264 (as modified from time to time, the "Westford Comprehensive Permit") and by that certain Comprehensive Permit dated December 20, 2005, issued by the Acton Zoning Board of Appeals and recorded in the Middlesex South District Registry of Deeds at Book 47074, Page 265 (as modified from time to time, the "Acton Comprehensive Permit") and that certain Senior Residence Special Permit from the Town of Acton dated August 8, 2006, and recorded with the Middlesex South Registry of Deeds at Book 48626, Page 402 (as modified from time to time, the "Acton Senior Permit") (collectively, the "Project"), together with any and all rights and easements necessary and desirable to effectuate the foregoing.

This Section III is not intended, however, to authorize any use of the Premises and/or any activity thereon that is not otherwise permitted under any applicable local, state or federal law, statute, regulation or ordinance, and in the event of any inconsistency between the provisions of Section III.B and the restrictions set forth in Section III.A above the provisions of Section III.A shall control and be binding upon the Grantor.

IV. Notice and Approval

Whenever notice is required, the Grantor, its successors or assigns, shall notify the Grantee and NHESP not less than sixty (60) days prior to the date the Grantor, its successors or assigns intend to undertake the activity in question. Notice shall describe the nature, scope, design, location, timetable, and intent of the proposed activity sufficient to allow the NHESP to make an informed decision.

The NHESP shall notify the Grantor and Grantee, their successors or assigns of its decision in writing within (60) days of receipt of the Grantor's, its successor's or assigns written request. The NHESP's approval may be withheld upon a reasonable determination by the NHESP that the proposed action would be inconsistent with the purposes of this conservation Restriction.

V. Legal Rights and Remedies of Grantee and the NHESP

A. Legal and Injunctive Relief. This Conservation Restriction shall be enforceable by the Grantee and by the Commonwealth of Massachusetts acting through the Massachusetts Division of Fisheries and Wildlife, Natural Heritage & Endangered Species Program (the "NHESP").

The rights hereby granted to Grantee and the NHESP include the right to 1) access the Premises and to monitor activities and uses of the Premises for compliance with the terms and provisions of this Conservation Restriction, 2) carry out all rights and responsibilities of Grantee and the NHESP set forth in said Permit, and 3) enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations thereof, including without limitation relief requiring restoration of the Premises to its condition prior to the time of the injury complained of (it being agreed that Grantee and/or the NHESP may have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to Grantee and/or the NHESP.

In the event that Grantee becomes aware of a violation of this Conservation Restriction, Grantee shall notify Grantor in writing of such violation. Grantor shall have 30 days after receipt of such notice to undertake actions, including the restoration of the Premises to its condition prior to the time of the violation complained of, that are reasonably determined as appropriate to swiftly correct the condition(s) constituting said violation and to repair any damages to the Premises resulting from said violation, provided, however, that Grantor shall have no obligation to restore conditions in existence prior to the effective date of this Conservation Restriction. If the Grantor fails to take such corrective action within said 30-day period after notice from Grantee, the Grantee may undertake whatever actions, including appropriate legal proceedings which include obtaining injunctive and other equitable relief that Grantee determines are reasonably necessary to effect such corrections and otherwise enforce the terms of this Conservation Restriction. Grantee shall keep the NHESP fully advised of all such actions and decisions by Grantor and Grantee.

If the NHESP in its sole discretion determines that Grantee is not taking satisfactory action to monitor and/or enforce this Conservation Restriction, the NHESP shall give written notice to Grantee of said unsatisfactory monitoring and/or enforcement and the reasons therefore, and Grantee shall have 30 days in which to take action satisfactory to the NHESP to monitor and enforce this Conservation Restriction. If the NHESP in its sole discretion subsequently determines that the Grantee has failed to take satisfactory action within said 30-day period following written notice from the NHESP, the NHESP may in its sole discretion monitor and undertake whatever actions, including appropriate legal proceedings which include obtaining injunctive and other equitable relief, that the NHESP determines are reasonably necessary or appropriate to effect such corrections of any violations and/or to otherwise enforce the terms and provisions of this Conservation Restriction as provided herein.

If the NHESP in its sole discretion determines that immediate legal or other action is necessary to protect the Premises against injury or harm, the NHESP may waive this notice and 30-day Grantee response time period and take whatever legal and other action the NHESP deems as necessary or appropriate to protect the resources on the Premises.

Grantor covenants and agrees to reimburse Grantee and the NHESP for all reasonable costs and expenses (including without limitation counsel fees) incurred by Grantee and the NHESP in enforcing this Conservation Restriction and/or in remedying or abating any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred.

Enforcement of the terms of this Conservation Restriction shall be at the discretion of Grantee and the NHESP, and any election by Grantee and/or the NHESP as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

Nothing herein shall preclude Grantor's and Grantee's rights to pursue other parties for damages to the Premises for vandalism, trespass, or any other violation of the terms of this Conservation Restriction.

B. Acts Beyond the Grantor's Control. Nothing contained in this Conservation Restriction shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm, earth movement, trespass, other actions of third parties not under Grantor's control, or from any prudent action taken by Grantor in event of an emergency.

C. Grantee's Disclaimer of Liability. By its acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises not caused by the Grantee or its agents.

D. Grantor's Rights. Except as expressly provided herein, Grantor shall not have any obligation to maintain the Premises but shall have the right to do so if it so elects in accordance with this Conservation Restriction.

VI. Enforcement Authority of Massachusetts Attorney General

Grantor and Grantee hereby recognize the authority of the Massachusetts Attorney General pursuant to M.G.L. c.12, §§ 3, 7 and 11D to, among other things, prevent or remedy damage to the environment and to prosecute informations or other processes against persons who intrude on the land, rights or property of the Commonwealth of Massachusetts (hereafter "Commonwealth"), or commit or erect a nuisance thereon. The Parties also recognize the interests of the Commonwealth in approving, enforcing and supporting conservation and other restrictions and the benefits to the public conferred by such restrictions acquired pursuant to M.G.L. c. 184, §§ 23 and 25 – 32. Accordingly, the Parties hereby consent to the Attorney General's enforcing the provisions of this restriction pursuant to M.G.L. c. 12, §§ 3, 7 and 11D, and M.G.L. c. 184, §§ 23 and 25 – 32. Such enforcement may include, among other things, the right to commence or intervene in any legal proceeding in order to secure the rights of the holder of a conservation restriction and the Commonwealth conferred under M.G.L. c 184, §§ 23, 25 – 32; the right to remedy past damage or prevent future damage to the environment as a result of actions or inactions on the part of an owner of land upon which a conservation or other restriction has been recorded; and the right to appeal any decision in any legal proceeding taken by any party that may affect the state interest and public benefit conferred by a restriction created pursuant to M.G.L. c.184, §§ 23, 25 - 32.

VII. Access. The Conservation Restriction hereby conveyed does not grant to the Grantee, to the general public, or to any other person any right to enter upon the Premises, except there is hereby:

- A. Granted to the public, a permanent easement to access and utilize any passive recreation trails existing or developed in accordance with Section III (B)(11) hereof.
- B. Granted to the Grantee and NHESP the right to enter the Premises at reasonable times and in a reasonable manner for the purpose of (i) inspecting the Premises to determine compliance with the requirements of this Restriction, (ii) exercising Grantee's and NHESP's rights herein, such actions to include the right to plant and selectively cut or prune trees, brush or other vegetation to implement disease prevention measures; and (iii) conducting scientific research and special wildlife habitat preservation activities.

The liability of Grantor with respect to any such access to the Premises shall be subject to the provisions of Mass. General Law, Chapter 21, Section 17C.

VIII. Assignability.

The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction. The Grantor and its successors and assigns agree to execute any such instruments upon request.

The benefits of this Conservation Restriction shall not be assignable by the Grantee except in the following instances and from time to time:

- i. As condition of any assignment, the Grantee obtains the approval of Grantor and requires that the purpose of this Conservation Restriction be carried out;
- ii. The assignee, at the time of the assignment, qualifies under Section 170 (h) of the United States Internal Revenue Code of 1954, as amended, and the applicable regulations thereunder, and under Section 32 of Chapter 184 of the General Laws of Massachusetts as an eligible donee to receive this Conservation Restriction directly; and

Any assignment shall be in compliance with the provisions of Article 97 of the Amendments to the State Constitution.

IX. Subsequent Transfers. The Grantor agrees to refer to the terms of this Conservation Restriction in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Premises. Failure to do so shall not impair this Conservation Restriction in any way. Notwithstanding anything contained herein, to the extent permitted under applicable law, upon the transfer by a party of its entire interest in the Premises, the rights and obligations of such party under this Conservation Restriction shall terminate. In the event of a transfer by a party of a partial interest in the Premises, the rights and obligations of such party under this Conservation Restrictions shall terminate with respect to the portion transferred.

X. Estoppel Certificates. Upon request by the Grantor, the Grantee shall within twenty (20) days execute and deliver to the Grantor any document, including an estoppel, which certifies the Grantor's compliance with any obligation of the Grantor contained in this Conservation Restriction and which otherwise evidences the status of this Conservation Restriction as may be requested by Grantor.

XI. Effective Date. This Conservation Restriction shall be effective after all of the following have occurred: (i) when executed by the Grantor and the Grantee, (ii) when the administrative approvals required by Mass. General Law, Chapter 184, Section 32 have been obtained; and (iii) when it has been recorded in the Registry.

XII. Recordation. The Grantor shall record this instrument in the Registry immediately upon execution by all parties. This instrument is exempt from documentary stamp exercise taxes pursuant to Mass. General Law, Chapter 64D, Section 1.

XIII. Miscellaneous.

A. Construction and Validity. Notwithstanding any general rule of construction to the contrary, this Conservation Restriction shall be liberally construed in a manner consistent with the Purpose of this Conservation Restriction. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid. If any provision of this Conservation Restriction or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Restriction and their application to other persons and circumstances shall not be affected thereby.

B. Costs and Taxes; Liability. The Grantor agrees to pay and discharge when and if due any and all real property taxes and other assessments levied by competent authority with respect to the Premises and attributable to the period of the Grantor's ownership of the Premises.

C. Extinguishment; Eminent Domain. The Grantor and the Grantee agree that the grant of this Restriction gives rise to a property right that vests immediately in the Grantee and which has a fair market value that is equal to the value by which the Restriction reduces, at the time of the grant, the value of the property as a whole.

Should this Restriction be extinguished over all or any portion of the Premises by judicial decree or by act of public authority, the Grantee shall be entitled to a portion of the proceeds equal to the proportionate value of the Restriction, subject, however, to any applicable law which expressly provides for a different disposition of proceeds. Grantee shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein. If the conservation interests protected hereby are unaffected by the taking, and the only interest taken by public authority is the Grantor's interest, and recovered proceeds are awarded on the basis of the value of the Premises as restricted by this Restriction, then the proceeds from such taking shall be payable in their entirety to Grantor.

Whenever all or any part of the Premises or any interest therein is taken by a public authority (other than The Commonwealth) under power of eminent domain, or if all or any part of this Restriction is extinguished by act of public authority (other than The Commonwealth), then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. If the public authority is The Commonwealth, the Grantor and the Grantee shall pursue their remedies separately. Grantee shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein.

If circumstances arise in the future such as to render the purposes of this Conservation Restriction impossible to accomplish, this Conservation Restriction can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction and with the approval of the Secretary of the Executive Office of Energy and Environmental Affairs in accordance with M.G.L. c. 184, Section 32. Grantee shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein.

D. Cumulative Rights. The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for enforcement of this Conservation Restriction.

E. Certain Recording Matters. This Restriction is conveyed subject to matters of record at the Registry that affect or relate to the Premises.

F. Subordination of Mortgage. The Grantor shall record at the Registry simultaneously with this Conservation Restriction all documents necessary to subordinate any mortgage, promissory note, loan, equity credit line, refinance or assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

G. Amendments. If circumstances arise under which an amendment to or modification of this conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 19867, as amended, or M.G.L. Chapter 184, §§31-33, and any amendment shall be consistent with the purposes of this Conservation Restriction, and shall not affect its perpetual duration. Any such amendment shall be approved by the signatories herein and recorded in the Registry of Deeds.

H. Governing Law. This Restriction shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

END OF CONSERVATION RESTRICTION EXCEPT FOR SIGNATURE PAGES

SIGNED as a sealed instrument this 18 day of June, 2010.

GRANTOR:

ARIA AT LAUREL HILL, LLC, a Delaware limited liability company

By: AVB Development Transactions, Inc., its sole manager

By:


Name: SCOTT DALE
Title: V.P. TR.

ACCEPTANCE OF CONSERVATION COMMISSION

We, the undersigned, being a majority of the Town of Acton Conservation Commission, hereby certify that at a meeting duly held on _____, 2010, the foregoing Conservation Restriction to the Town of Acton acting by and through its Conservation Commission pursuant to M.G.L. c. 184, §32 and M.G.L. c. 40, §8C, was accepted.

CONSERVATION COMMISSION

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this _____ day of _____ 2010, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding document, and acknowledged to me that they signed it in their stated capacity, duly authorized, and voluntarily for its stated purpose.

Notary Public
My commission expires:

APPROVAL OF
COMMONWEALTH OF MASSACHUSETTS
DIVISION OF FISHERIES & WILDLIFE

Mary Griffin, Commissioner

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this _____ day of _____ 2010, before me, the undersigned notary public, personally appeared Mary Griffin, Commissioner of the Commonwealth of Massachusetts, Division of Fisheries and Wildlife, proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it in his stated capacity, duly authorized, and voluntarily for its stated purpose.

Notary Public
My commission expires:

APPROVAL OF SELECT BOARD

We, the undersigned, being a majority of the Select Board of the Town of Acton, Middlesex County, Massachusetts, hereby certify that at a meeting duly held on _____, 2010, the Select Board voted to approve the foregoing Conservation Restriction to the Town of Acton acting by and through its Conservation Commission pursuant to Section 32 of Chapter 184 of the General Laws of Massachusetts.

BOARD OF SELECTMEN

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this _____ day of _____ 2010, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding document, and acknowledged to me that they signed it in their stated capacity, duly authorized, and voluntarily for its stated purpose.

Notary Public
My commission expires:

EXHIBIT A
Easement Plan

EXHIBIT B
Grantor's Title References

Aria at Laurel Hill, LLC

That certain parcel of land in Acton and Westford, Middlesex County, Massachusetts, being shown as Lot 4 as shown on the plan entitled "The Woodlands at Laurel Hill, Comprehensive Permit, Acton and Westford, Massachusetts (Middlesex County), Record Plan, For: Woodlands at Laurel Hill, LLC," Scale 1"=40', dated October 19, 2005, and revised June 2, 2006, recorded with Middlesex South Registry of Deeds as Plan No. 1536 of 2006, and recorded with Middlesex North Registry of Deeds in Plan Book 223, Plan 14.

For Aria at Laurel Hill, LLC's title see deed recorded in the Middlesex North Registry of Deeds in Book 20779, Page 73.