



Pulte Homes of New England, LLC
115 Flanders Road, Suite 200
Westborough, MA 01581
Telephone: 508-870-9999
Fax: 508-870-0408

March 28, 2012

Mr. Roland Bartl
Planning Director
Town of Acton
472 Main Street
Acton, MA 01720

Re: Nagog Trail Easement Submitted for Endorsement
The Residences at Quail Ridge
Acton, MA

Dear Mr. Bartl,

In accordance with the Planning Board's approval and the Conservation Commission's Order of Conditions issued for the above referenced project, enclosed is a fully executed **original copy** Trail Easement Document submitted to the Town for final endorsement and recording.

The enclosed Trail Easement incorporates all of the comments we previously received from you and Town Counsel.

I was hoping you would help facilitate obtaining the signatures of the Town Selectmen.

Please let me know if you have any questions or if I can do anything to help.

Sincerely,
Pulte Homes of New England, LLC

Mark Mastrolanni

Cc: Mr. Tom Tidman, Conservation Director, via email

TRAIL EASEMENT

Pulte Homes of New England LLC (the “Grantor”), a Michigan limited liability company, registered to conduct business in the Commonwealth of Massachusetts and having a usual place of business in the Commonwealth of Massachusetts at 115 Flanders Road, Suite 200, Westborough, MA 01581, being the owner of certain parcel of land and the improvements thereon located at 354B Great Road, Acton, Middlesex County, Massachusetts, known as The Quail Ridge Country Club, and more particularly described in that certain deed recorded with the Middlesex South District Registry of Deeds at Book 58183, Page 323 (the “Property”),

for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

grants to the Town of Acton, a municipal corporation with an address of 472 Main Street, Acton, Middlesex County, Massachusetts (the “Grantee”),

the perpetual right and easement to use, in common with the Grantor or its successors and assigns and others from time to time entitled thereto, those portions of the Property lying within the areas labeled “Proposed Trail Easement” (hereinafter collectively, the “Trail Easement Area”), as more particularly depicted on a sketch plan attached hereto as Exhibit A and incorporated herein by reference, such sketch plan being entitled “Exhibit A – Proposed Trail Easement Pulte Homes of New England, 354B Great Road, Lot 29, Map C-4 & Lots 4, 9 Map D-4, Town of Acton, Middlesex County, Commonwealth of Massachusetts” prepared by Control Point Associates, Inc., dated January 11, 2012 (the “Plan”). The Trail Easement Area runs between the area labeled on the Plan as “Existing 20’ Wide Trail Easement” and the area labeled as “Skyline Drive.”

With respect to the rights and easements hereby established, the Grantor and the Grantee hereby agree as follows:

(a) The primary purpose of this Trail Easement is to establish the Trail Easement Area within which a trail (the “Trail”) shall be constructed and maintained, which shall provide for permanent and perpetual public pedestrian four-season recreational uses of the Trail Easement Area including access to the Nagog Hill Conversation Area. The Grantor shall permit without limitation public access to the Trail

Easement Area and shall not close, obstruct or otherwise hinder access thereto or act in a manner inconsistent with the terms and provisions of this Trail Easement.

(b) Each of the Grantor and the Grantee shall have the right, but not the obligation, to construct, inspect, maintain and repair the Trail Easement Area, and in connection therewith each of the Grantor and the Grantee, as the case may be, shall have the right and easement, notwithstanding anything set forth herein to the contrary, to use motorized vehicles and equipment on the Property in the area adjacent to the Trail Easement Area as reasonably necessary for construction, maintenance and repair purposes. The Grantor and the Grantee shall have the right, but not the obligation, to paint blazes and post arrow markers on trees or posts located within the Trail Easement Area, and to erect a trail information kiosk within the Trail Easement Area. The trail information kiosk, if erected, shall be consistent in size, materials, and design as shown on the Standard Kiosk Design Document prepared by the Acton Land Stewardship Committee dated 10/22/2002 and last revised 7/7/2010 and shall be erected no closer than 100 ft. from any planned residential units.

(c) Except as provided in paragraph (b) above, the Trail Easement Area shall be used exclusively by the Grantor and the Grantee for recreational purposes. No lights of any kind shall be installed and all uses of the Trail Easement Area shall be during day light hours. No commercial, industrial, residential or other use inconsistent with the immediately foregoing sentence shall be permitted in, on, over and under the Trail Easement Area.

(d) The grant of the rights and easements hereby conveyed to the Grantee include a right for the Grantee to permit public access to the Trail Easement Area, and it is not intended to prohibit the use of the Trail Easement Area by the Grantor and its members, guests and invitees so long as any such use complies with the terms and provisions of this Trail Easement and does not interfere with or prohibit the full use and enjoyment by the Grantee and the public, as appropriate, of the rights and easements hereby granted.

(e) The Grantor shall have no right to modify, alter or relocate the Trail Easement Area without the Grantee's prior written consent, which may be withheld in the Grantee's sole and absolute discretion, and no snow, leaves or other debris from other portions of the Property shall be deposited by Grantor or its successors and assigns in title to the Property or any portion thereof in the Trail Easement Area.

(f) The rights and obligations hereunder shall be binding upon and shall inure to the benefit of: (i) the Grantor and the Grantor's successors and assigns as owners of the Property and (ii) the successors and assigns of the Grantee.

The undersigned hereby certifies that he has been authorized on behalf of the Grantor to execute and deliver this Trail Easement and he has been authorized by the Grantor to execute any and all documents necessary to effectuate the intent of this document.

By executing this Trail Easement, the undersigned further certifies that he is named in the Operating Agreement and Certificate of Organization of Grantor as one of the persons authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property on behalf of the Grantor and such authority has not been amended, modified or revoked; that the Operating Agreement of Grantor authorizes him to take all steps necessary to convey the easement as described herein; and that no member of Grantor has filed for bankruptcy protection.

Grantor warrants and represents as of the date of recording this Trail Easement, there are no mortgages of record or unrecorded encumbrances that would negatively impact this Trail Easement and the rights established hereby.

[Signatures to appear on next page]

Witness the execution hereof under seal this 28th day of March, 2012.

PULTE HOMES OF NEW ENGLAND LLC

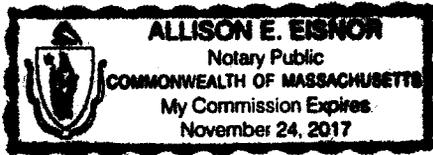
By: 
Name: Reid Blute
Title: Authorized Signatory

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this 28th day of March, 2012, before me, the undersigned notary public, personally appeared Reid Blute, Authorized Signatory of Pulte Homes of New England, LLC, proved to me through satisfactory evidence of identification, which was personally known, 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 Authorized Signatory of Pulte Homes of New England LLC, and that he has the authority to sign in that capacity.


Notary Public
My commission expires 11.24.2017



ACCEPTANCE AND AGREEMENT
TOWN OF ACTON
BOARD OF SELECTMEN

The Board of Selectmen, acting for and on behalf of the Town of Acton, hereby accept the foregoing Trail Easement and agree that the Town of Acton shall be bound by the terms thereof.

Mike Gowing, Chair

Janet K. Adachi

Pamela A. Harting-Barrat

John Sonner

David Clough

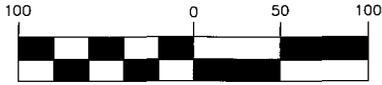
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this ___ day of _____, 2012, before me, the undersigned notary public, personally appeared _____, Member(s) of the Board of Selectmen for the Town of Acton, proved to me through satisfactory evidence of identification, which was personal knowledge, the person(s) whose name(s) is/are signed on the preceding or attached document and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

Notary Public
My commission expires

GRAPHIC SCALE



(IN FEET)

1 inch = 100 ft.

MAP C-4
LOT 14
N/F LANDS OF
TOWN OF CONCORD
(DEED NOT FOUND)

MAP D-4
LOTS 4, 9
N/F LANDS OF
PULTE HOMES OF NEW ENGLAND
BK. 58183, PG. 323

MAP D-4
LOT 1-3
N/F LANDS OF
TOWN OF ACTON
BK. 12902, PG. 197



RECORD

FOOT PATH

EXISTING 20' WIDE TRAIL EASEMENT

PROPOSED TRAIL EASEMENT

CWW
MON
FOUND

DHF

L=131.52'
R=152.00'

L=177.26'
R=186.50'

SKLINE
DRIVE

FIELD DATE N/A	EXHIBIT A - PROPOSED TRAIL EASEMENT PULTE HOMES OF NEW ENGLAND				
FIELD BOOK NO. N/A	354B GREAT ROAD LOT 29, MAP C-4 & LOTS 4, 9, MAP D-4 TOWN OF ACTON, MIDDLESEX COUNTY COMMONWEALTH OF MASSACHUSETTS				
FIELD BOOK PG. N/A					
FIELD CREW N/A	 CONTROL POINT ASSOCIATES, INC. 352 TURNPIKE ROAD, UNIT 201 SOUTHBOROUGH, MA 01772 509.948.3000 - 508.948.3003 FAX				
DRAWN R.G.B.					
REVIEWED: R.G.B.	APPROVED: A.J.L.	DATE 01-11-12	SCALE 1"=100'	FILE NO. CM11003	DWG. NO. 1 OF 1