THIS SPACE RESERVED FOR REGISTRY OF DEEDS

CONSERVATION RESTRICTION

I. Grantor Clause:

Pulte Homes of New England LLC, a Michigan limited liability company registered to do business in Massachusetts with an address of 115 Flanders Road, Westborough, MA 01581 for its successors and assigns ("Grantor"), grants, with quitclaim covenants, to the Town of Acton, acting by and through its Conservation Commission, with offices located at Town Hall, 472 Main Street, Acton, MA, by authority of Chapter 40, Section 8C, and its permitted successors and assigns ("Grantee") in perpetuity and exclusively for conservation purposes, the following described Conservation Restriction on a parcel of land located in Acton, Massachusetts, constituting approximately 92.135 acres shown as Proposed Parcel "A" on that certain plan entitled "Plan of Land in The Town of Acton, Massachusetts (Middlesex County) prepared for Pulte Homes of New England LLC dated April 19, 2012 and recorded with the Middlesex South District Registry of Deeds (the "Registry") as Plan No. 437 of 2012 (the "Premises"). For Grantor's title, see Deed recorded in the Middlesex South District Registry of Deeds in Book 58183, Page 303.

II. Purposes:

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purpose of this Conservation Restriction is to assure that the Premises will be maintained in perpetuity and for conservation purposes in its predominantly open condition in accordance with the terms hereof and will be of benefit to the public and to prevent any use or change, which is not permitted herein, that would

materially interfere with the conservation values of the Premises. Specifically, the purposes of this Conservation Restriction are to:

~~1.~~ Preserve and protect the scenic and natural character of the Town of
1. Acton and protect wetlands located therein;
Maintain the Premises as a golf course for as long as such use is
2. commercially viable, as determined by the Grantor;
~~2.~~6. Ensure that, should the Premises cease to be used as a golf course, the premises will be maintained as open space used for passive recreation, in accordance with the terms set forth herein; and
~~Premises will be maintained as open space used for passive recreation, including but not limited to public access trails, education, and nature study and for wildlife habitat; and~~
Further Government Policy as this Conservation Restriction ~~-~~is
7. required by the decision of the Town of Acton Planning Board relating to The Residences at Quail Ridge (08-02), dated February 12, 2008, as amended by Supplemental Decision dated October 14, 2008, and as further amended by Amendment #1 of Decision dated August 2, 2011, and as may be further amended (the "Special Permit"), which allows for the use of the Premises for a golf course and other amenities known as the Quail Ridge Country Club.

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Comment [1]: jacqueline manley Sep 13, '13, 12:32 PM Limiting future use to passive recreation is too constricting. The Commission may want to use the land for more than passive recreation, such as for education, nature study, and wildlife habitat.

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III. Prohibited Acts and Uses, Exceptions Thereto, and Permitted Uses:

A. Prohibited Acts and Uses. Subject to the exceptions set forth in sub-paragraph B below, the Grantor will not perform or permit the following acts and uses which are prohibited on, above and below the Premises:

1. Constructing of any permanent buildings, except non-residential buildings, structures or other improvements commonly associated with golf courses, now or in the future, as more specifically described in subparagraph B. For the purposes hereof, the term golf course shall mean the golf course permitted by the Special Permit, as same may be amended.

2. Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit.

3. Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever or the installation of underground storage tanks.

4. Cutting, removing or otherwise destroying trees, grasses or other vegetation except as reasonably necessary in connection with the

continued use of the Premises as a golf course as set forth in subparagraph B below.

5. Activities detrimental to wildlife habitat, water quality, drainage, flood control, water conservation, erosion control or soil conservation.

6. Use, parking or storage of motorized vehicles of any kind, including but not limited to motorcycles, mopeds, all-terrain vehicles, trail bikes, heavy duty construction vehicles ~~or equipment~~, or any other motorized vehicles on the Premises, except for the following: (i) vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) in carrying out their lawful duties, (ii) any and all vehicles necessary in connection with the use and maintenance of the golf course, including, without limitation, golf carts and all other vehicles required to maintain and care for the golf course; and (iii) any and all vehicles necessary in connection with the acts permitted under Subparagraph B below.

Comment [2]: jacqueline manley Sep 13, '13, 12:34 PM Non-motorized construction equipment should also be prohibited.

7. No portion of the Premises may be used towards building or development requirements on Grantor's property or any other parcel, except as provided in the Special Permit, as same may be amended.

8. Any conveyance of the Premises shall be made subject to the terms and conditions of this Restriction.

9. Any other use of the Premises or activity which would materially impair significant conservation interests unless (i) necessary for the protection of the conservation interests that are the subject of this Conservation Restriction or (ii) permitted under subparagraph B below.

B. Permitted Acts and Uses and Specific Exceptions to Otherwise Prohibited Acts and Uses. The following acts and uses otherwise prohibited in subparagraph A are permitted activities deemed not to materially impair significant conservation interests, and are specifically reserved by the Grantor from this Conservation Restriction:

1. Construction, installation, maintenance and relocation of any permanent or temporary structures or other improvements ~~and the maintenance of any permanent structures existing as of the date of this Conservation Restriction~~ (i) permitted or required in connection with the development of The Residences at Quail Ridge in accordance with the terms of the Special Permit; or (ii) commonly associated with golf course use, presently or in the

Comment [3]: jacqueline manley Sep 13, '13, 12:36 PM See my comment in my e-mail.

future including, without limitation, paved golf cart paths, equipment storage buildings, golf huts, and seating, all as permitted by the Special Permit, as may be amended. ~~Construction, installation, and relocation of any permanent structure shall be subject to the notice and approval provisions of Paragraph E.~~ For the purposes of this Conservation Restriction, without limiting the generality of the term "structure", the term "structure" shall include parking lots.

2. Installation, maintenance, repair, replacement and relocation of underground utilities, including but not limited to electricity; telephone; cable television; gas; water including an irrigation system that serves The Residences at Quail Ridge condominium project located on the land adjacent to the Premises and now owned by the Grantor, and all pipes, lines, pump houses and any other facilities associated therewith; drainage and sewerage facilities including, without limitation, sewer leach fields, detention basins and any and all associated infrastructure; and appurtenances thereto for the benefit of the Premises and the said Residences at Quail Ridge, together with the right of access and egress to and from the same and the right to grant easements for the within purposes to third parties, including but not limited to such utility companies as the Grantor shall select, and to the Town of Acton.

3. Operation and maintenance, repair, and replacement and relocation of a golf course, including but not limited to the right to install, relocate, and extend a watering system and drainage facilities, to relocate or regrade existing tees, greens, greenside bunkers, traps, fairways and roughs, and to install, maintain, relocate and extend paths for golf carts and maintenance equipment, and all other installations and facilities insofar as such activities may be necessary or convenient and incidental to proper golf course management procedures.

Comment [4]:
jacqueline manley Sep 13, '13, 12:36 PM Does Pulte really want to be able to relocate the entire golf course?

4. To perform selective non-commercial cutting, pruning and thinning of dead, diseased, overgrown or overcrowded trees, brush and vegetation, for fire prevention and protection, unpaved trail and paved golf cart paths maintenance, pest control, and golf course maintenance.

5. To plant and maintain for recreational, scenic and soil conservation purposes, trees, shrubs, grass areas, walkways, and sitting benches throughout the Premises, and other installations, facilities and landscaping activities normally used in connection with a golf course, including the mowing of grass, dredging, relocation and expansion of the ponds and brooks located therein, and the erection

and maintenance of footbridges and bridges for golf carts and equipment crossing the brooks.

6. Excavation and removal from the Premises of soil, gravel or other mineral resource or natural deposit as may be incidental to the installation or maintenance or removal of utilities, including, without limitation, the sewer and drainage systems serving The Residences at Quail Ridge and golf course, and other underground structures or to the maintenance of good drainage, soil conservation practices or to other permissible use of the Premises.

7. The placing of fences in connection with the operation of a golf course, provided such fences allow continued public ~~and wildlife access~~access to the extent permitted by the terms hereof.

8. Erection of signs by the Grantor or Grantee or any entity having an easement or right to use the Premises for the following purposes (i) regarding golf course use and any and all other uses incidental or accessory thereto, (ii) identifying the Grantee as holder of the restriction, and (iii) to educate the public about the conservation values protected and any limitations relating to public access.

9. Hiking, cross-country skiing, snowshoeing and passive outdoor recreational activities, but only to the extent same do not interfere with the use of or have an adverse impact on the golf course, and as required under the Special Permit.

10. Construction, installation and maintenance of trails to be used for public pedestrian four-season recreational use in accordance with the Trail Easements granted to the Town of Acton and recorded in Book 51930, Page 356 and Book ____, Page _____ (the "Trail Easements").

The provisions of this Conservation Restriction shall apply to any acts or works allowed by any amendment to the Special Permit regardless of the date on which such amendment was made.

C. Permitted Acts and Uses. ~~Any act not expressly permitted under Paragraph B shall be subject to the notice and approval provisions of Paragraph E. Any acts or works which causes a change in the vegetative cover of the Premises of more than 10% of that which existed on the effective date of this Conservation Restriction (e.g., change from grass to forest or forest to grass) shall be subject to the notice and approval provisions of Paragraph E~~All acts and uses not prohibited by Subparagraph A above are permissible provided they do not materially impair the purposes or conservation values of the Conservation Restriction.

Comment [5]:
jacqueline manley Sep 13, '13, 12:37 PM See my comment in my e-mail. I think this is an important issue.

D. Governmental Permits. The exercise of any right reserved by Grantor under Paragraph III B shall be in compliance with the following: (a) building, zoning, land use, planning and conservation bylaws, ordinances and regulations as amended from time to time and applicable to the Premises; (b) the Special Permit as amended; (c) the Wetlands Protection Act (G.L. c. 131, Section 40) and (d) all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency means only that the Grantor may have a right to request a permit; it does not mean that the Grantee or the Commonwealth of Massachusetts takes any position on whether such permit should be issued.

E. Notice and Approval. Whenever notice to or approval by Grantee is required under the provisions of Paragraphs III A or B, Grantor shall notify Grantee in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question. 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 this Conservation Restriction. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within sixty (60) days of receipt of Grantor's request. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not materially impair the purposes of this Conservation Restriction.

~~F. Any acts or works which require approval by the Acton Building Department or the Acton Health Department shall be subject to the notice and approval provisions of Paragraph E.~~

Comment [6]: jacqueline manley Sep 13, '13, 12:44 PM With the changes Pulte is proposing, there is no purpose for the provision. I cannot find any notice and approval language in A or B.

IV. Future Use:

If the Grantor ~~should cease to operate~~determines that the use of the Premises as a ~~public~~ golf course~~,~~ is no longer commercially viable and ~~unless~~ Grantor elects to permanently discontinue such use, in its sole discretion, by recording written notice of such election at the Registry of Deeds, and another use of the Premises is not specifically agreed to by the Grantor and the Grantee and this Conservation Restriction is amended to reflect such agreement, the Premises shall be allowed to return to its natural state ~~and~~. Grantee hereby reserves the right to allow for public access ~~onto the Premises for passive recreational use, including but not limited~~ to~~, hiking, walking, cross country skiing, but excluding hunting and camping. Grantee~~ the extent permitted herein. Grantor shall have the right to ~~maintain the Premises consistent~~

Comment [7]: jacqueline manley Sep 13, '13, 12:38 PM The only access permitted herein is to trails. It seems to me that, if the golf course closes, the Town would want broader access than that.

Comment [8]: jacqueline manley Sep 13, '13, 12:47 PM In the Future Use case, there is no golf course, and public access ought to be broadened to include more than simply trail access.

~~with its use for such passive recreation and for wildlife habitat. Grantor shall have the right to~~ impose reasonable restrictions concerning such future use~~, which shall be subject to the prior approval of~~ consistent with the ~~Grantee, not to be unreasonably delayed or withheld~~terms hereof.

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IV. Legal Remedies of the Grantee:

Comment [9]:
jacqueline manley Sep 13, '13, 12:49 PM
Renumbering needs to start here.

A. Legal and Injunctive Relief.

The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceeding and to obtain injunctive and other equitable relief against any violations, 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 the Grantee 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 the Grantee. Grantor and its successors and assigns may only be required to restore the Premises from violations of this Conservation Restriction committed by them or on their behalf and not from actions of members of the public or others who may access the Premises.

B. Reimbursement of Costs of Enforcement.

The Grantor, and thereafter the successors and assigns of the Grantor covenant and agree to reimburse the Grantee for all reasonable costs and expenses (including without limitation counsel fees) incurred in enforcing this Conservation Restriction against, or in remedying or abating any violation thereof committed by or on behalf of, the Grantor or its successors, contractors or assigns.

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 directly caused by the Grantee(s), their agents or assigns.

D. Severability Clause.

If any provision of this Conservation Restriction shall to any extent be held invalid, the remainder shall not be affected.

E. Non-Waiver.

Enforcement of the terms of the Conservation Restriction shall be at the discretion of Grantee. Any election by the Grantee 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.

F. Acts Beyond the Grantors Control.

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the 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 and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes.

V. Access:

The Conservation Restriction hereby conveyed does not grant to Grantee, to the general public, or to any other person any right to enter upon the Premises, except (a) as specifically provided in the Special Permit, (b) there is granted to the Grantee and its representatives the right to enter the Premises at reasonable times and in a reasonable manner for the purpose of inspecting the same to determine compliance herewith and to enforce this Conservation Restriction; (c) that the Grantor also grants to the Grantee, after notice of a violation and failure of the Grantor to cure said violation, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, (d) that in addition, the Town of Acton shall have a right to access the trails located in the Premises pursuant to the Trail Easements, and (e) as specified in Section IV herein.

VI. Extinguishment:

A. Termination by Judicial Proceeding only.

If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this Restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law.

B. Proceeds.

Grantor and Grantee agree that the donation of this Conservation Restriction gives rise 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.

C. Grantee's Right to Recover Value of its Property Right.

If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds equal to the proportionate value set forth in Paragraph VI.B. subject, however, to any applicable law which expressly provides for a different disposition of the proceeds. Grantee shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein.

D. Grantor/Grantee Cooperation Regarding Public Action.

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. 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 Grantee in shares equal to such proportionate value as set forth in Paragraph VI.B. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds like a continuing trust in a manner consistent with the conservation purposes set forth herein.

VII. Assignability:

A. Running of the Burden.

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.

B. Execution of Instruments.

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantor on behalf of themselves and their successors and assigns appoint the Grantee their attorney-in-fact to execute, acknowledge

and deliver any such instruments on their behalf. Without limiting the foregoing, the Grantor and their successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit.

The benefits of this Conservation Restriction shall be in gross and shall not be assignable by the Grantee, except in the following instances. As a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out; and the Assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts. Any assignment will comply with article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VIII. Subsequent Transfers:

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Premises including a leasehold interest, and to notify the Grantee within twenty (20) days of such transfer. Failure to do so shall not impair the validity or enforceability of this Conservation Restriction.

The Grantor shall not be liable for violations occurring after his or her ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

IX. 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.

X. Effective Date:

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and it has been recorded, in the Registry.

XI. Non-Merger:

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction to ensure that merger does not occur.

XII. Recordation:

The Grantor shall record this instrument in timely fashion in the Registry.

XIII. Notices:

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: Pulte Homes of New England LLC
115 Flanders Road
Westborough, MA 01581

To Grantee: Town of Acton Conservation Commission
Attn: Conservation Commission Administrator
472 Main Street
Acton, MA 01720

or to such other address as any of the above parties shall designate from time to time by written notice to the other.

XIV. General Provisions:

A. Controlling Law

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purposes of Massachusetts General Laws Chapter 184, Sections 31-33. If any provision in this instrument is found to be ambiguous, any 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.

C. Severability

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provision of this Conservation Restriction shall not be affected thereby.

D. Pre-existing Public Rights

Approval of this Conservation Restriction pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws by any municipal officials and by the Secretary of Energy and 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 Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

E. Entire Agreement

This instrument sets forth the entire agreement of the parties with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Restriction, all of which are merged herein.

II. Subordination

Grantor represents, and Grantee relies on Grantor's representation, that to the best of Grantor's knowledge the Premises are free from any monetary encumbrances by Grantor since the date Grantor acquired title to the Premises, which are not subordinate to this Restriction.

XV. **Amendment:**

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 1986, as amended, or Sections 31-33 of Chapter 184 of the General Laws of Massachusetts. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall be approved by the Secretary of Energy and Environmental Affairs and if applicable, shall comply with the provisions of Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, and any gifts, grants or funding requirements.

Any such amendment shall be approved by the parties herein and recorded in the Middlesex South District Registry of Deeds.

No documentary stamps are required hereon because the Grantee is a municipality.

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Executed under seal this _____ day of _____, 2013.

Pulte Homes of New England LLC

By: _____
Name: Reid Blute
Title: Authorized Signatory

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

On this _____ day of _____, 2013, 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 _____, 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, and that he has authority to sign as Authorized Signatory of Pulte Homes of New England LLC.

_____

Notary Public
My Commission Expires:

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ACCEPTANCE OF GRANT
By
CONSERVATION COMMISSION

The above Conservation Restriction is accepted this _____ day of _____, 2013. The Acton Conservation Commission accepts this conservation restriction in accordance with M.G.L. c. 40, § 8c.

Acton Conservation Commission

_____
Tom Arnold

_____
James Colman

_____
William Froberg

_____
Amy Green

_____
Andrew D. Magee

_____
Terry Maitland

_____
Theresa Portante

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. _____, 2013

On this _____ day of _____, 2013, before me, the undersigned notary public, personally appeared
_____
_____,

as Members of the Conservation Commission of the Town of Acton, proved to me through satisfactory evidence of identification, which was government-issued document bearing the signer's photographic image and signature my personal knowledge of the principal's identity, to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose.

_____

Notary Public:
My Commission Expires:

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APPROVAL OF SELECTMEN

We, the undersigned Board of Selectmen of Acton, Massachusetts, hereby certify that at a meeting held on _____, 2013, the Selectman voted to approve the foregoing Conservation Restriction.

Board of Selectman

_____
Janet K. Adachi

_____
David Clough

_____
Mike Gowing

_____
Katie Green

_____
John Sonner

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. _____, 2013

On this _____ day of _____, 2013, before me, the undersigned notary public, personally appeared
_____
_____,
as Members of the Board of Selectmen of the Town of Acton, proved to me through satisfactory evidence of identification, which was government-issued document bearing the signer's photographic image and signature my personal knowledge of the principal's identity, to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public:
My Commission Expires:

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APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. _____, 2013

The undersigned, Secretary of Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction to the Town of Acton, acting by and through its Conservation Commission, has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: _____, 2013 _____

Name:
Secretary of Energy and
Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. _____, 2013

On this _____ day of _____, 2013, before me, the undersigned notary public, personally appeared
_____, proved to me through satisfactory evidence of identification, which was government-issued document bearing the signer's photographic image and signature my personal knowledge of the principal's identity, to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose.

_____

Notary Public:
My Commission Expires:

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Exhibit A

That certain parcel of land shown as “Proposed Parcel A” on the plan entitled “Plan of Land in the Town of Acton, Massachusetts (Middlesex County)” prepared for Pulte Homes of New England LLC dated April 19, 2012 recorded with the Middlesex South Registry of Deeds as Plan No. 437 of 2012.