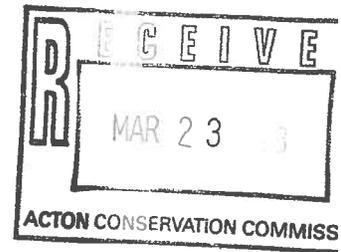


Gray H. Wexelblat
ATTORNEY AT LAW
FIFTY-SEVEN MAIN STREET
P. O. Box 66
CONCORD, MASSACHUSETTS 01742-0066

Telephone: (978) 369-8641

Fax (978) 369-5370



March 19, 1998

Conservation Commission
Town of Acton
Town Hall
Acton, MA 01720

RE: The Haartz Corporation Conservation Restriction

Ladies and Gentlemen:

Enclosed is a copy of the recorded Conservation Restriction given by The Haartz Corporation. You will note for your records that it was recorded with Middlesex South District Registry of Deeds in Book 27757, Page 537.

Very truly yours,

A handwritten signature in cursive script that reads "Gray H. Wexelblat".

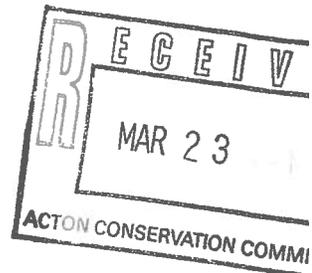
Gray H. Wexelblat
:ghw
Enclosure

cc: The Haartz Corporation

Gray H. Wexelblat
ATTORNEY AT LAW
FIFTY-SEVEN MAIN STREET
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Telephone: (978) 369-8641

Fax (978) 369-5370



March 20, 1998

Joel A. Lerner, Director
Executive Office of Environmental Affairs
Division of Conservation Services
Leverett Saltonstall Building
100 Cambridge Street
Boston, MA 02202

RE: Conservation Restriction
The Haartz Corporation to the Town of Acton

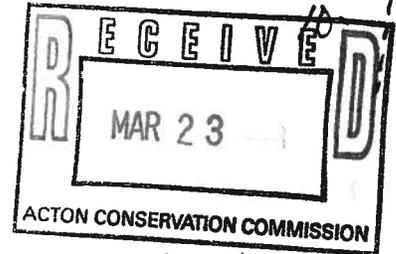
Dear Mr. Lerner:

Enclosed is a copy of the recorded Conservation Restriction. You will note for your records that it was recorded with Middlesex South District Registry of Deeds in Book 27757, Page 537.

Very truly yours,

Gray H. Wexelblat
:ghw
Enclosure

cc: The Haartz Corporation
Town of Acton Conservation Commission



Conservation Restriction

I. GRANTOR CLAUSE:

The Haartz Corporation, a Massachusetts Corporation having its principal place of business at 87 Hayward Road, Acton, Massachusetts ("Grantor"), acting pursuant to Sections 31, 32 and 33 of Chapter 184 of the General Laws,

grants

to The Inhabitants of the Town of Acton, acting solely through its Conservation Commission and its successors and permitted assigns ("Grantee") in perpetuity and for conservation purposes, the following described Conservation Restriction on a parcel of land located in the Town of Acton, Massachusetts, constituting approximately 14.5 acres, said parcel being described in Exhibit A attached (the "Premises").

II. PURPOSES:

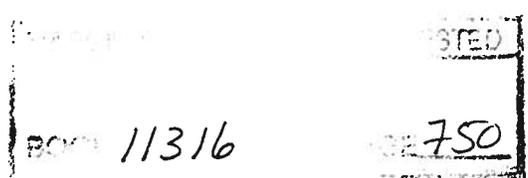
The Premises, comprised of approximately 14.5+ acres of land (and/or water) which are presently zoned GI (General Industrial) contain special qualities the protection of which in their predominately natural or open condition will be of benefit to the public. This land consists now of a mature upland forest of red oak, white pine and is adjacent to another undeveloped parcel owned by the State of Massachusetts. The adoption of the conservation restriction would establish a perpetual buffer between industrially-zoned land and residentially-zoned land. This is intended to meet one of the goals set forth in the Kelley's Corner Specific Area Plan, Prepared by the Kelley's Corner Planning Committee Report and the Acton Planning Department, dated June 1995. Conservation interests include open space for wild animals living in the area and maintaining green areas for carbon dioxide absorption.

III. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED USES:

A. Prohibited Acts and Uses. Subject to the exceptions set forth in Paragraph B below, the following acts and uses are prohibited on the Premises:

1. Constructing or placing of any building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, sign, billboard or other advertising display, antenna, utility pole, tower, conduit, line or other temporary or permanent structure or facility on, below or above the Premises;

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



PROPERLY Address: Land on Charter Road, Acton, MA

MSD 10/10/97 08:45:30 41 53.50

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. Activities detrimental to drainage, flood control, water conservation, erosion control or soil conservation;
5. Cutting of trees within 25' of boundary adjacent to residences on Charter Road and also boundary adjacent to Charter Road, except as permitted by sections III, B. 7, 8 and 10.
6. Any other use of the Premises or activity which would materially impair significant conservation interests unless necessary for the protection of the conservation interests that are the subject of this Conservation Restriction.

B. Exceptions to Otherwise Prohibited Acts and Uses. The following acts and uses otherwise prohibited in Subparagraph A are permitted but only if such acts or uses do not materially impair significant conservation interests.

1. Excavation and removal from the Premises or addition to the Premises of soil, gravel or other mineral resource or natural deposit as may be incidental to the installation or maintenance or removal of septic systems, utilities, or to the maintenance of good drainage, soil conservation practices or to other permissible use of the Premises and/or the remainder of the land presently owned by the Grantor.
2. The maintenance of piles of limbs, brush, leaves and similar biodegradable material provided such piles are not conspicuous or otherwise interfere with the conservation objectives of this Conservation Restriction.
3. The placement or construction of facilities for the development and utilization of energy resources, wind, and solar for use principally on the Premises and/or the remainder of the land presently owned by the Grantor subject to Conservation Commission approval, which agreement will not unreasonably be withheld.
4. Division of the Premises in which case the Grantor shall make reference to this restriction in the conveyance, subject to approval of the Conservation Commission, which approval will not unreasonably be withheld.
5. The placing of fences that do not interfere with the conservation purposes of this restriction and which permit the passage of small animals..
6. Digging or drilling of water wells.
7. Selective cutting of trees for fire protection, unpaved trail and road maintenance, tick control, or otherwise to preserve the

present condition of the Premises.

8. Woodland and meadow operations carried on in accordance with sound agricultural and forest management practices (including but not limited to the mowing of meadows, and the selective cutting and planting of trees) By way of example, an area would be cleared for meadow in the event of installation of a leaching field.

9. Erection of signs by the Grantor or Grantee identifying the Grantee as holder of the restriction and to educate the public about the conservation values protected and any limitations relating to public access.

10. Installation and maintenance of leaching field and/or other subsurface septic treatment facilities to serve the remainder of the Grantor's property including the existing buildings amounting to 260,000 sq. ft.± and up to an additional 90,000 square feet of building floor space all on other adjacent land of the Grantor. It is agreed that any septic treatment system on the Premises shall only be used to serve up to an additional 90,000 square feet of floor area on the Grantor's adjacent land, unless the present system fails, in which event the Premises may be used for a system to serve all buildings on the Grantor's adjacent premises including up to an additional 90,000 square feet of floor area. Under no circumstances shall the system installed in this area be used to serve more than 350,000 square feet.

11. Continued existence, maintenance and ongoing repair of existing driveway over southeast corner of the restricted premises and the right to use the driveway for the benefit of the remaining land of Grantor for all purposes for which other driveways are used on said remaining land of the Grantor, but in no event shall the width of the driveway within the restricted area be increased.

C. Permitted Acts and Uses. All acts and uses not prohibited by Subparagraphs A and B are permissible.

IV. LEGAL REMEDIES OF THE GRANTEE:

A. Legal and Injunctive Relief

Grantee shall have the right to enforce this Conservation Restriction by appropriate legal proceedings 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.

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 or in remedying or abating any violation thereof.

C. Grantee 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.

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

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.

V. 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 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.

VI. 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 and from time to time:

(i) as a condition of any assignment, the Grantee requires that the purpose of this 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 Section 32 of Chapter 184 of the General Laws as an eligible donee to receive this Conservation Restriction directly.

(iii) the provisions of Article 97 of the Amendments to the State Constitution are complied with.

VII. 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.

VIII. Estoppel Certificates:

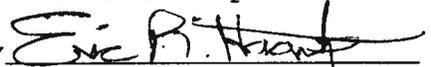
Upon request by the Grantor, the Grantee shall within twenty (20) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor compliance with any obligation of the Grantor contained in this Conservation Restriction.

IX. Effective Date:

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, and it has been recorded in the Middlesex South District Registry of Deeds.

In witness whereof The Haartz Corporation has caused its corporate seal to be hereto affixed and these presents to be signed in its name and on its behalf by Eric R. Haartz, its Chief Executive Officer this 16th day of September, 1997.

The Haartz Corporation

By 
Eric R. Haartz,
Chief Executive Officer

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

September 16 1997

On this 16th day of September, 1997, personally appeared the above named Eric R. Haartz, Chief Executive Officer, aforesaid and declared the execution of the foregoing instrument to be the free act and deed of The Haartz Corporation, before me

Andrea Hartzberg
Notary Public

My commission expires: March 1, 2002

ACCEPTANCE BY CONSERVATION COMMISSION

We the undersigned, being a majority of the Conservation Commission of the Town of Acton, Massachusetts hereby certify that at a meeting duly held on 9/3/97 the Conservation Commission voted to accept the foregoing Conservation Restriction to the Town of Acton acting through its Conservation Commission, pursuant to M.G.L. c. 40, §8C and c. 184, §32

Conservation Commission for Town of Acton

[Signature]

[Signature]

[Signature]

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

September 16, 1997

Then personally appeared the above named Walter Dodson and declared the execution of the foregoing instrument to be his or her free act and deed, before me

Andrea Hartzberg
Notary Public

My commission expires:

March 1, 2002

APPROVAL BY SELECTMEN

We the undersigned, being a majority of the Selectmen of the Town of Acton, Massachusetts hereby certify that at a meeting duly held on September 9, 1997 the Selectmen voted to approve the acceptance of the foregoing Conservation Restriction to the Town of Acton acting through its Conservation Commission, pursuant to M.G.L. c. 40, §8C and c.184, §32

Board of Selectman Town of Acton

[Signature]
[Signature]
[Signature]

William C. Mull
Nancy E. Tardiff

Middlesex, ss. COMMONWEALTH OF MASSACHUSETTS September 9, 1997

Then personally appeared the above named Dore Hunter and declared the execution of the foregoing instrument to be his or her free act and deed, before me

[Signature]
Notary Public
My commission expires: March 1, 2000

APPROVAL BY SECRETARY OF ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS

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 Acton acting through its Conservation Commission has been approved in the public interest pursuant to M.G.L. Chapter 184, Section 32. Said approval 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: Oct. 2, 1997 [Signature]
Secretary of Environmental Affairs

Suffolk
Middlesex, ss. COMMONWEALTH OF MASSACHUSETTS October 2, 1997

Then personally appeared the above named Trudy Case and declared the execution of the foregoing instrument to be his or her free act and deed, before me

[Signature]
Notary Public
My commission expires:

Exhibit A

Description

That certain parcel of land which is shown as the "Residential (R-2)" portion of the property shown on "Plan of Land in Acton, Mass. Owned By: Haartz Auto Fabric Company, dated February 9, 1976, recorded with Middlesex South District Registry of Deeds at the End of Book 12956.

Said parcel is more particularly bounded and described as follows:

Southwesterly by Charter Road seventy-four and 18/100 (74.18) feet;

Northerly by land of Charter Oaks Realty Trust, as shown on said plan, one hundred ninety-seven and 77/100 (197.77) feet;

Westerly by said land of Charter Oaks Realty Trust, as shown on said plan, two hundred fifty-two and 56/100 (252.56) feet;

Southerly by said land of Charter Oaks Realty Trust, as shown on said plan, eighty-five and 51/100 (85.51) feet;

Westerly by land of James E. Jr. and Barbara Ryan, as shown on said plan, eighty and 5/100 (80.05) feet;

Southerly by said land of Ryan, as shown on said plan, thirty-nine and 9/100 (39.09) feet;

Westerly by land of Raymond J. & Catherine F. Grey and land of Donald E. & Joan B. Westcott, as shown on said plan, four hundred twenty and 48/100 (420.48) feet;

Northwesterly by the wall at land of Charter, as shown on said plan, seventy-three and 90/100 (73.90) feet;

Westerly by the wall at land of Charter, as shown on said plan, by two courses, nineteen and 62/100 (19.62) and forty and 46/100 (40.46) feet, respectively;

Northwesterly by the wall at land of Charter, as shown on said plan, by two courses, sixty-three and 69/100 (63.69) and two hundred seventy-eight and 24/100 (278.24) feet, respectively;

Northeasterly by the wall at land of the Commonwealth of Massachusetts, as shown on said plan, by two courses, one hundred forty-two and 78/100 (142.78) and three hundred forty-two and 25/100 (342.25) feet, respectively;

Easterly by "Industrial (I-1)" land of Grantor eight hundred sixty-six and 44/100 (866.44) feet;

Southerly by "Industrial (I-1)" land of Grantor, as shown on said plan, by two courses, two hundred nineteen and 99/100 (219.99) and five hundred twenty-six and 79/100 (526.79) feet, respectively;

Containing 14.46 acres of land, as shown on said plan, by computation.

For title, see deed recorded with said deeds in Book 11316, Page 750. See sketch plan attached hereto and incorporated herein by reference.

