

**KINGMAN CONSERVATION RESTRICTION
TO
THE ACTON CONSERVATION TRUST, INC.**

I. GRANTOR CLAUSE:

We, **WILLIAM L. KINGMAN** and **NANCY D. KINGMAN**, husband and wife, having an address of 65 Esterbrook Road, in the Town of Acton, Massachusetts, their successors and/or assigns ("Grantors"), acting pursuant to Sections 31, 32 and 33 of Chapter 184 of the General Laws, grant with quitclaim covenants to The Acton Conservation Trust, Inc., a Massachusetts non-profit corporation with a mailing address of P.O. Box 658, Acton, MA 01720, and its successors and permitted assigns ("Grantee") in perpetuity and exclusively for conservation purposes the following described Conservation Restriction on two (2) certain Lots of land located on Esterbrook Road, in the Town of Acton, Massachusetts (hereinafter referred to as the "Premises") being shown as Lot A and Lot C on a plan of land entitled "Plan of Land in Acton, Massachusetts, (Middlesex County) For: Kingman", dated September 1, 2006 by Stamski and McNary, Inc., to be recorded herewith in the Middlesex South District Registry of Deeds (the "Plan"), said Lot A containing 171,169± S.F. or 3.9295± Acres and said Lot C containing 108,257± S.F. or 2.4852± Acres, a copy of which Plan is attached hereto in reduced form as Exhibit A. The Premises are portions of the land described in certain deeds to the Grantors recorded with said Deeds (the "Registry") in Book 9876, Page 131 and Book 11555, Page 728.

II. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the General Laws and otherwise by law. Its purpose is to assure that the Premises will be retained, in perpetuity, predominantly in their natural, scenic, and open condition and to prevent any use of the Premises that will significantly impair or interfere with the conservation values of the Premises. The conservation of the Premises will yield a significant public benefit for the following reasons:

The Premises are comprised of approximately 6.4 acres of land, which have been identified as a priority parcel for conservation in the Acton Open Space and Recreation Plan. These lands contain outstanding qualities the protection of which, in their predominately natural and open condition, will benefit the public.

Long term protection of the Premises is important because it would permit maintenance of crucial wildlife habitat, wetlands and other important ecosystems. The Premises contain a tapestry of forested uplands, open meadowland, and stream habitat. The stream feeds into the Nashoba Brook basin, a wildlife corridor that is critical habitat for many of the common forest species, both mammal and bird, which should be preserved (as referenced in the Town of Acton's Open Space and Recreation Plan) whenever possible. These natural lands also serve as a vegetative watershed for tributaries connecting to Nashoba Brook, thus providing

natural flood control and groundwater recharge as well as a relatively natural habitat for various additional species of flora and fauna.

The Premises are located on Esterbrook Road. This road designated as a scenic road by the Town of Acton's Scenic Road By-law and is also listed among those characterized as distinctive or notable on the State's Scenic Landscape Inventory. The Premises include a beautiful open meadow next to the road, providing the public with a rare open scenic vista. Preserving this beautiful scenery, visible from the public road, for the scenic enjoyment of the general public will yield additional public benefit.

The Premises are part of what remains of the original 220 acre Billings estate, dating back to the early 1700's, one of the first subdivisions in the area outlying Concord that ultimately became Acton. The Premises are currently incorporated in the Billings-Estabrook lands mentioned in the Agricultural Use listing in the Town of Acton's Historic Landscape Inventory (draft in progress). Their long term protection, as contemplated by this Conservation Restriction, will help preserve what remains of the historic rural and cultural character of the area, which was once primarily dedicated to agricultural pursuits, but, like so many other parts of Acton, is under heavy pressure for development. Long term preservation of this historically important land is an additional conservation purpose that will provide significant public benefit.

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

- A. Prohibited Acts and Uses. Except as otherwise herein provided, the Grantors shall neither perform nor permit others to perform any of the following acts or uses in, on, over or under the Premises:
1. Constructing or placing of any building (temporary or permanent), tennis court, landing strip, mobile home, swimming pool or other recreational structure or equipment, fences, asphalt or concrete pavement, sign, billboard or other advertising display, antenna or satellite dish, utility pole, tower, conduit, line or other temporary or permanent structure, utility, or facility on, under, or above the Premises;
 2. Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit except as necessary for proper soil conservation and then only in a manner which does not impair the purposes of this Conservation Restriction;
 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, shrubs, grasses or other vegetation, including leaf litter;

5. Activities detrimental to wildlife habitat, drainage, flood control, water conservation, water quality, erosion control or soil conservation including the use of motorized recreational vehicles, except for emergency vehicles, in the performance of their official duties, provided, however, that individual transportation vehicles only as necessary for the mobility of persons with disabilities shall be permitted;
6. Commercial recreational activities, meaning and intending to limit the uses allowed on the Premises in accordance with the requirements of I.R.C. Section 2031(c), as the same may be from time to time amended; and
7. Any other activity on or use of the Premises that is inconsistent with the purposes of this Conservation Restriction or which would materially impair other significant conservation interests unless necessary for the protection of the conservation interests that are the subject of this Restriction.

B. **Reserved Rights.** Notwithstanding any provisions of Paragraph A above, the Grantors reserve to themselves and their successors the right to conduct or permit the following activities on and uses of the Premises, but only if such uses and activities do not materially impair the Purposes of this Conservation Restriction.

1. Use of the Premises for agricultural, equestrian, or animal husbandry operations, including clearing, mowing, grazing of livestock, the planting and maintenance of crops or fruit or nut-bearing trees (and the spraying of such crops and trees in conformity with integrated pest management practices as recommended by the University of Massachusetts Extension under guidelines of the United States Department of Agriculture) and the sale of such agricultural products, the placement of sight-pervious fences that do not interfere with the passage of wildlife to, from and through the Premises, the construction, maintenance and/or replacement of structure(s), such equestrian jumps and fences and of non-permanent structures such as a lean-to to give shelter to horses and other farm animals, provided, however, that such operations are carried out in a manner consistent with State and municipal laws governing conservation of wetlands;
2. Prescribed burning and clearing of presently wooded portions of the Premises for the purposes of creating new fields or meadows or for restoring native species of vegetation for open meadow wildlife habitat, provided, however, that such burning and such clearing shall only occur with the prior written consent of the Grantee, which such consent shall not be unreasonably withheld and/or conditioned;

3. Planting, seeding, or otherwise cultivating hay and/or other native plant species for non-commercial purposes, provided, however, that the sale of hay to and/or by the person(s) harvesting same shall be allowed hereunder;
4. Limited and selective pruning and clearing for non-commercial purposes incidental to (a) forest fire prevention or management, (b) unpaved trail establishment, marking, and maintenance, (c) control or prevention of an imminent hazard to structure or life, (d) control or prevention of a grave or formidable disease, (e) control and removal of invasive or exotic species, (f) the removal of dead, dying or diseased trees within the Premises which result from natural occurrences, including wildfire, disease, insect infestation and blowdown, (g) the cutting of trees allowed pursuant to an approved Forest Management Plan under M.G.L. Chapter 61 or (h) otherwise to preserve the present condition of the Premises;
5. The maintenance of piles of limbs, brush, leaves and similar biodegradable material, but not stumps, generated on the Premises provided such piles are not visible from any public way or public land, are not placed in any wetlands, and do not otherwise interfere with the conservation objectives of this Conservation Restriction;
6. Hiking, horseback riding, cross-country skiing and other non-motorized passive outdoor recreational and educational activities; and
7. Erection of such signs by the Grantors or Grantee, as the parties may from time to time agree upon, identifying Grantees as holder of the Conservation Restriction and Grantors as owners of the property and educating the public about the conservation values protected and uses allowed, such sign(s) to be in conformity with the Acton sign By-Law as then in effect. The Grantors may also erect signs with regards to the sale of the Premises. There shall be no signs inviting public access to the Premises.

The exercise of any right reserved or permitted by the Grantor under this Paragraph B shall be in compliance with the then current Zoning By-Law of the Town of Acton, the Wetlands Protection Act (General Laws Chapter 131, Section 40), and all other applicable federal, state and local law. Subject to the provisions of Section IV, Paragraph A.(1.), the Grantor agrees to notify the Grantee in writing before exercising any right reserved herein, the exercise of which may impair any conservation interests associated with the Premises.

- C. Permitted Acts and Uses. All acts and uses not explicitly permitted by Section III Paragraph B are prohibited unless otherwise approved as described in Section IV below.

- D. Maintenance of Open Fields and Meadows. It is anticipated and agreed by the Grantors and the Grantee that the primary responsibility for maintenance of the open fields and meadows, now presently within the Premises, in their natural, scenic, and open condition shall remain with the Grantors. In the event that the Grantors fail to so maintain such open fields and meadows, the Grantee shall, after prior notice to the Grantors, given in the manner provided in Section IV hereof and at Grantee's expense, have the right, but not the obligation, to take all required action to so maintain the said open fields and meadows.

IV. NOTICE AND APPROVAL:

A. Notice of Intention to Undertake Certain Permitted Actions

1. No notice of exercise shall be required for normal and customary maintenance and similar activities to be carried out on the Premises which do not impair any conservation interests.
2. Grantors agree to notify Grantee before exercising any right described as a permitted use under Section III that explicitly requires notice to Grantee. The purpose of said notification is to afford Grantee an adequate opportunity to monitor the activities in question and to ensure that they are designed and carried out in a manner that is consistent with the purposes of this Conservation Restriction. Notices shall be in writing and delivered by hand, or mailed postage prepaid by registered or certified mail return receipt requested, or delivered by a recognized overnight delivery service, or sent by facsimile transmission, not less than forty-five (45) days prior to the date Grantors intend to undertake the activity in question. Notices shall be effective upon such personal delivery, or if mailed or sent by delivery service upon the date shown on the return receipt, or if sent by facsimile on the date so sent. Notices shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction.

B. Grantee's Approval

Where Grantee's approval is required as set forth under Section III, Grantee shall grant or deny its approval within forty-five (45) days from the effective date of the Grantors' notice described in Section IV Paragraph A above. Approval or denial by the Grantee shall be in writing and delivered by hand, or mailed postage prepaid by registered or certified mail return receipt requested, or delivered by a recognized overnight delivery service, or sent by facsimile transmission. Failure of Grantee to respond within said period shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request sets forth the provisions of this paragraph relating to deemed approval after the passage of time. Grantee's approval may be withheld only upon a reasonable determination by

Grantee that the action as proposed would be inconsistent with the Purposes described in Section II of this Conservation Restriction.

V. LEGAL REMEDIES OF THE GRANTEE:

A. Legal and Injunctive Relief

The rights hereby granted shall include 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.

Nothing contained in this Conservation Restriction shall be construed to entitle Grantee to bring any action against Grantors for any injury to or change in the Premises resulting from causes beyond Grantors' control, including, but not limited to, fire, flood, storm and earth movement, or from any prudent action taken by Grantors under emergency conditions to prevent, abate, or mitigate significant injury to the Premises from such causes.

B. Reimbursement of Costs of Enforcement

The Grantors 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. Hold Harmless Clause

1. Grantors hereby release and agree to hold harmless, and indemnify Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties" and individually an "Indemnified Party") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Premises, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation, or requirement, by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Premises; (3) the presence or release in, on, from, or about the Premises, at any time, of any substance now or

hereafter defined, listed or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement (including without limitation M.G.L. c.21E), as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, except to the extent caused solely by an Indemnified Party, in which case this indemnity obligation shall not apply to the Indemnified Party (or Parties) causing such condition. By its acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises, including with respect to compliance with hazardous materials or other environmental laws and regulations.

2. It is understood and agreed by the Grantors and Grantee and as a condition of Grantors' donation of this Conservation Restriction that, in connection with any entry upon the Premises by the Grantee, its agents, servants, employees or contractors (collectively "Grantee Parties" and individually a "Grantee Party"), pursuant to rights granted in Section VI hereof, the Grantee hereby agrees to indemnify and hold harmless the Grantors for any and all loss or damage, including personal injury or death, which may occur due to the negligence of any Grantee Party in connection with any such entry and/or the activities of any Grantee Party incident to such entry, and further, to forthwith cause to be bonded over or released, of record, any notice of claim or lien filed by anyone incident to such entry or work.
3. Any party liable to provide indemnification hereunder shall be entitled, at its option, to control the defense and settlement of any claim for which indemnification is being sought, provided that such party shall act reasonably and in good faith with respect to all matters relating to the settlement or disposition of the claim as such disposition or settlement relates to the party seeking indemnification. The party seeking indemnification hereunder shall reasonably cooperate in the investigation, defense and settlement of any claim for which indemnification is sought hereunder and shall provide prompt notice of any such claim or reasonably expected claim to the party liable to provide indemnification.

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.

VI. 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, its representatives and their respective successors and assigns the right to enter the Premises at reasonable times and upon reasonable advance notice (except in cases of emergency) and in a reasonable manner (a) for the purpose of inspecting the same to determine compliance herewith, and (b) to take such actions with respect to the Premises as may be reasonably necessary or appropriate to remedy or abate any violation hereunder, it being understood and agreed that Grantee shall have the right, but not the obligation to take any such actions, or to enforce its rights under this Conservation Restriction, including under Section III, Paragraph D hereof.

Notwithstanding the above, the Grantors retain the right to grant access to the Premises at any future time.

VII. EXTINGUISHMENT:

A. Grantee's Receipt of Property and Development Rights

The Grantors and the Grantee agree that the donation of this Conservation Restriction gives rise for purposes of this paragraph to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction, determined at the time of the gift, bears to the value of the unrestricted Premises at that time, and represents all development rights associated with the Premises.

B. Value of Grantee's Property Right

Such proportionate value of the Grantee's property right shall remain constant.

C. Right of Grantee to Recover Proportional Value at Disposition

If any occurrence ever gives rise to extinguishment or other release of the Conservation Restriction as determined by a court of competent jurisdiction and under applicable law, then the Grantee, on a subsequent sale, exchange or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds equal to such proportionate value, subject, however, to any applicable law which expressly provides for a different disposition of proceeds.

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 Grantors and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action.

E. Allocation of Expenses upon Disposition

All related expenses incurred by the Grantors and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantors and Grantee in shares equal to such proportionate value.

F. Continuing Trust of Grantee's Share of Proceeds of Conservation Restriction Disposition

The Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes of this grant.

VIII. 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 Grantors executing this Conservation Restriction and their successors and assigns 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 Grantors executing this Conservation Restriction, 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 Grantors 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:

1. As a condition of any assignment, the Grantee requires that the purpose of this Conservation Restriction continue to be carried out; and
2. 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; and
3. Grantee complies with the provisions of Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

IX. SUBSEQUENT TRANSFERS:

The Grantors agree 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, without limitation, a leasehold interest. Grantors further agree to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. Failure of the Grantors to do so shall not impair the validity of this Conservation Restriction or limit its enforceability in any way.

X. ESTOPPEL CERTIFICATES:

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

XI. EFFECTIVE DATE:

This Conservation Restriction shall be effective when the Grantors and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the Massachusetts General Laws have been obtained, and it has been recorded, or if registered land, it has been registered.

XII. RECORDATION:

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

XIII. TERMINATION OF RIGHTS AND OBLIGATIONS:

Notwithstanding anything to the contrary contained herein, the rights and obligations under this Conservation Restriction of any party holding any interest in the Premises terminate upon and to the extent of such party's transfer of its interest, except that liability for acts or omissions occurring prior to transfer, and liability for the transfer itself if the transfer is in violation of this Conservation Restriction, shall survive the transfer.

XIV. MISCELLANEOUS:

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 affect the Purposes of this Conservation Restriction and the policy and purpose of Massachusetts General Laws Chapter 184, Sections 31-33. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purposes of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Entire Agreement

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

D. Joint Obligation

The obligations imposed by this Conservation Restriction upon the parties that together comprise "Grantors" shall be joint and several.

E. Captions

The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

F. Pre-existing Rights of the Public

Approval of this Conservation Restriction pursuant to Massachusetts General Laws Chapter 184, Section 32 by any municipal officials and by the Secretary of Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

G. Compliance with Applicable Law

The exercise of any right reserved under this Conservation Restriction by the Grantors shall be in compliance with the then-current Zoning By-Law of the Town of ACTON, the state Wetlands Protection Act (Massachusetts General Laws Chapter 131, Section 40, as amended) and all other applicable federal, state, and local law.

H. 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 prepaid, addressed as follows:

To Grantors: William L. and Nancy D. Kingman
65 Esterbrook Road
Acton, MA 01720

With a copy to: Thomas Wray Falwell, Esquire
Comins & Newbury LLP
9 Damonmill Square, Suite 4D
Concord, MA 01742

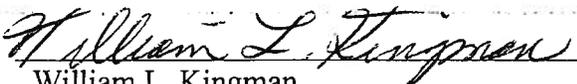
To Grantee: The Acton Conservation Trust, Inc.
P.O. Box 658
Acton, MA 01720

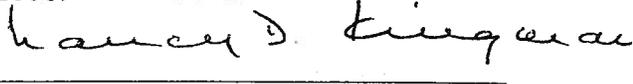
or to such other person(s) or address(es) as a party, or its respective successors or assigns, may, by giving notice as provided in this Section XIV, Paragraph H, advise another party in writing from time to time.

I. Limitation on Amendment.

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, subject to the requirements of Article 97 of the Constitution of the Commonwealth of Massachusetts, Grantor and Grantee may, by mutual written agreement, jointly amend this Conservation Restriction; provided that no amendment shall be made that will adversely affect the qualifications of the Restriction or the status of Grantee under any applicable laws, including Section 170 (h) of the Internal Revenue Code and Sections 31-33 of Chapter 184 of the General Laws of Massachusetts. Any such amendment shall be consistent with the purposes of this Conservation Restriction, shall not affect its perpetual duration, shall not permit residential or commercial development of the Premises, and shall not permit any impairment of the significant conservation values of the Premises. Any such amendment shall be recorded in the Middlesex South District Registry of Deeds, after all approvals required by law, including the approval of the Secretary of EOE, have been obtained. Nothing in this paragraph shall require Grantor or Grantee to agree to amend or to consult or negotiate regarding any amendment.

Executed under seal this 30th day of October, 2006.


William L. Kingman


Nancy D. Kingman

APPROVAL BY BOARD OF SELECTMEN:

We, the undersigned, being a majority of the Board of Selectmen of the Town of Acton, Massachusetts, hereby certify that at a meeting duly held on 10/30, 2006 the Selectmen voted to approve the foregoing Conservation Restriction to The Acton Conservation Trust, Inc. pursuant to Massachusetts General Laws Chapter 184, Sections 31-33.

Selectmen:

[Signature]
[Signature]
[Signature]
[Signature]
Lauren A. Rosenzweig

COMMONWEALTH OF MASSACHUSETTS, Middlesex County, ss.

On this 30 day of Oct, 2006, before me, the undersigned Notary Public, personally appeared the above-named Selectmen

Selectmen of the Town of Acton, proved to me by satisfactory evidence of identification, being (check whichever applies):
 driver's license(s) or other state or federal governmental document(s) bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatories, or my own personal knowledge of the identity of the signatories, to be the people whose names are signed above, and acknowledged the foregoing to be signed by them voluntarily for its stated purpose.

[Signature]
Notary Public

My Commission Expires: sep 26, 08

**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 Acton Conservation Trust, Inc. has been approved in the public interest pursuant to Massachusetts General Laws Chapter 184, Sections 31-33.

Secretary of Environmental Affairs

Date

COMMONWEALTH OF MASSACHUSETTS, _____ County, ss.

On this _____ day of _____, 2006, before me, the undersigned Notary Public, personally appeared the above-named, Secretary of the Massachusetts Executive Office of Environmental Affairs, proved to me by satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose.

Notary Public

My Commission Expires: