

Return to: Jennifer B. Izzo, Esq.
Palmer & Dodge LLP
111 Huntington Avenue
Boston, MA 02199



Bk: 45339 Pg: 117 Doc: REST
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**CONSERVATION RESTRICTION
FOR WATER SUPPLY PROTECTION & OTHER PURPOSES**

WAGNER LAND located in Concord and Acton, MA

Paul M. Wagner, Jr. of Boynton Beach, Florida and Alan C. Wagner, of Boynton Beach, Florida (hereinafter collectively referred to, with their successors and assigns, as the "Grantors"), for consideration paid and in full consideration of \$15,000 (fifteen thousand dollars), hereby GRANT in perpetuity to the Water Supply District of Acton, a water district organized under Chapter 326 of the Acts of 1912, situated in Middlesex County, having an address of 693 Massachusetts Ave., P.O. Box 953, Acton, Massachusetts 01720 (hereinafter, with its successors and assigns, the "Grantee"), with QUITCLAIM COVENANTS a Conservation Restriction in perpetuity for the purposes of providing and promoting protection of public water supply and water quality within the Grantee's Lawsbrook wells and aquifer (hereafter the "Lawsbrook Well") and to provide for conservation of soil and other natural resources within the Premises (as defined below) and for the creation of recreational trails as well as the preservation of open space, pursuant to the provisions of Massachusetts General Laws Chapter 184, Sections 31 through 33 inclusive, as amended, on that certain vacant parcel of land situated in the Town of Concord and the Town of Acton, Middlesex County, Massachusetts, containing 6.0± acres of land, and being more particularly bounded and described in Exhibit A attached hereto and made a part hereof (hereinafter the "Premises"). In the event that the Water Supply District of Acton no longer uses the Premises for water supply purposes or abandons or declares its land (immediately adjacent to this site) surplus, the recreational use of the entire Premises for walking and bicycle trails shall be permitted as provided below, and the right to enforce this restriction shall be transferred to and accepted by the Acton Conservation Trust, having an address of P.O. Box 658, Acton, MA 01720; provided, however, that before the Acton Conservation Trust accepts this Conservation Restriction, it shall obtain approval from the Acton Board of Selectmen pursuant to M.G.L. c. 184 §32. For Grantor's title see deed of Lexington Sand & Gravel Co. dated April 16, 1970 and recorded with the Middlesex South Registry of Deeds at Book 11822, Page 511.

The Premises are shown on a plan entitled "Plan of Wagner Land in Concord & Acton, Mass. at #49B Laws Brook Road, Concord and #66 Laws Brook Road, Acton", dated June 2004 prepared by Goldsmith, Prest and Ringwall, Inc., 39 Main Street, Suite 301, Ayer, MA 01432, and recorded herewith as Plan No. 689 of 2005 (the "Plan").

The two Zone I areas on the Premises are identified on the Plan as "400' Well Buffer, Measured from Center of Fence Enclosing Town of Acton Well House", all other areas of the Premises are within the Zone II areas of the Acton wells.

Section I. Purpose

The purpose of this Conservation Restriction is to promote and to provide for the protection of water supply and water quality in the Lawsbrook Well, to provide for conservation of soil and other natural resources within the Premises, and to provide for recreational trails as well as open space. The conservation of the Premises will yield a significant public benefit because: it will

MARGINAL REFERENCE REQUESTED
BOOK 11822 PAGE 511

Plan # 689 of 2005
SEE PLAN NO. 689 OF 2005
49 B & 66 Laws Brook Rd, Concord
ID - 49-126-1

2005 06116317

protect water quality in the nearby Acton wells (Christofferson, Scribner and Lawsbrook wells share the Zone II that encompasses the Premises). The Lawsbrook Well, being closest to the Premises, has shown some degradation of water quality likely due to nearby septic systems. Preservation of the Premises with a conservation restriction will help prevent further degradation of water quality and help ensure the quality of these important public wells into the future. Additionally, this land serves as a valuable link with adjacent state-owned farmland, a former railroad right-of-way under consideration as a bike path and municipally-owned conservation land that could enhance the quality of life for residents and provide additional connections for a future network of recreational trails available to the public. Therefore, the Grantors covenant for themselves, their heirs, devisees, legal representatives, successors and assigns, that the Premises will at all times be held, used, conveyed subject to, and not used in violation of the following restrictions.

Terms: The terms of the Conservation Restriction are as follow:

Section II. Prohibited Uses and Activities

The following Uses and Activities are prohibited in ZONE I Area shown on the Plan:

1. All activities and uses in the Zone I Area are prohibited except those uses and activities conducted by the Grantee which are directly related to the public water system for as long as the Zone I area is in active use as a public water supply. In the event that this land is no longer in active use as a public water supply, then all prohibitions, uses and activities as provided in the Zone II below shall apply.
2. Neither Grantor nor its successors or assigns will perform nor give permissions to, nor allow others to perform any acts in the Zone I Area other than those conducted by the Grantee which are directly related to the public water system.
3. No other use shall be made in the Zone I Area and no activity permitted thereon which, in the opinion of the Grantee, is or may become inconsistent with or threatening to the purpose and intent of this Conservation Restriction as herein stated.

The following Uses and Activities are prohibited in the ZONE II Area, which is all portions of the Premises not included within Zone I.

1. Subject to the reserved rights and exceptions set forth in Paragraph 2 below, all activities and uses in the Zone II Area are prohibited except those uses and activities conducted by the Grantee which are directly related to the public water system.
2. Neither the Grantors nor any successors or assigns of the Grantors will perform, nor give permission to nor allow others to perform, any acts in the Zone II Area other than those acts conducted by the Grantee which are directly related to the public water system, except as provided below. The following acts and uses otherwise prohibited are permitted but only to the extent such acts and uses do not materially impair the purpose of this Restriction or other significant conservation interests:

a. The use of the Premises for passive recreation including, but not limited to, walking, cross-country skiing and other outdoor activities which do not alter the landscape or degrade the environmental quality and do not involve motorized vehicles or equipment;

b. The erection, maintenance and replacement of signs to identify the interest of the Grantor or Grantee in the Premises, regulatory signs (such as "no hunting" or "water supply protection area") which, consistent with the terms of this Restriction, Grantor or Grantee may deem necessary or desirable, provided, however, that all such signs shall be the minimum size reasonably necessary to accomplish the aforesaid purposes;

c. The construction and maintenance of unpaved paths and trails incidental to outdoor recreational activities such as walking, cross-country skiing, and other passive outdoor recreational activities not involving the use of motorized vehicles (except for motorized wheelchairs which are permitted) and the erection of signs marking such paths and trails, provided that any new such paths, trails or signs shall have been approved by the Grantee;

d. The construction and maintenance of a stone-dust bike path on the Premises;

e. The use of motor vehicles reasonably necessary in exercising any of the reserved rights, or as required by police, fire or other governmental agents in carrying out their lawful duties;

f. Consistent with the purposes of this Conservation Restriction, with an emphasis on the conservation of forested habitats and the preservation of the present natural condition of the Premises, in accordance with a forest management plan prepared by a professional forester pursuant to M.G.L. Ch. 132 section 40 et seq. as applicable, i) the planting of new trees, ii) selective pruning and cutting to prevent, control, or remove hazards, disease or insect damage or to prevent fire, and iii) the removal of exotic plants, bushes and trees, all of the forgoing items i) through iii) to be done only after approval by the Grantee. No herbicide, insecticide or pesticides shall be used on the Premises. All reasonable efforts will be taken to minimize collateral damage to the Zone II Area arising out of such activities;

g. The taking of measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species, provided that such measures comply with guidelines or regulations of the Massachusetts Natural Heritage Program or its successor;

h. The composting of trees, brush and similar biodegradable materials, originating on the Zone II Area in locations where the presence of such materials will not have a deleterious impact on the purposes of this Conservation Restriction. Only mechanical means (hand-operated) shall be used to achieve these land management purposes.

3. The exercise of any right reserved or permitted by the Grantor under the above paragraph 2 shall be in compliance with the then current Zoning By-Law of the Town of Concord, the Wetlands Protection Act (General Laws Chapter 131, Section 40), and all other applicable federal, state and local laws. The Grantor agrees to notify the Grantee in writing

before exercising any right reserved herein. No other use shall be made of the Zone II Area and no activity permitted thereon which, in the opinion of the Grantee, is or may become inconsistent with or threatening to the purpose and intent of this Conservation Restriction as herein before stated.

4. Notwithstanding anything set forth herein to the contrary, this Conservation Restriction shall in no way negatively impact the Tennessee Gas Pipeline Easement that crosses the northern portion of the property. Such easement is recorded with the Middlesex South District Registry of Deeds at Book 11,645, Page 88 (see Plan No. 145 of 1969).

Section III. General Provisions

1. **Administration.**

This Conservation Restriction shall be administered, enforced and under control of the Water Supply District of Acton Board of Water Commissioners unless and until the Water Supply District of Acton no longer uses the Premises for water supply purposes or abandons or declares its land (immediately adjacent to the site) surplus, in which case enforcement rights under this Conservation Restriction shall be promptly transferred to and administered, enforced and under control of the Acton Conservation Trust; provided, however, that before the Acton Conservation Trust accepts this Conservation Restriction, it shall obtain approval from the Acton Board of Selectmen pursuant to M.G.L. c. 184 §32.

2. **Access.**

For this purpose, the Grantee is hereby granted a permanent easement of access to enter the Premises, or to permit personnel from the Massachusetts Department of Environmental Protection, Drinking Water Program, a duly constituted agency organized under the laws of the Commonwealth of Massachusetts, to enter the Premises, with reasonable notice to the landowners, for the purpose of inspecting the same to determine compliance with or to enforce this Conservation Restriction, or taking any and all actions with respect to the Premises as may be necessary or appropriate with or without order of court, to remedy or abate any violation.

The Conservation Restriction hereby conveyed to the Water Supply District of Acton does not grant to the general public or to any person or entity other than the Grantor (and its successors and assigns), the Grantee (and its successors and assigns) and personnel from the Massachusetts Department of Environmental Protection such easement for access nor such right to enter Zone I on the Premises. Notwithstanding the foregoing, public access (including, without limitation, access by the Town of Concord and its residents), as permitted by the Grantors, shall be allowed for the purpose of passive recreation (including walking, bicycling, cross-country skiing, etc.), construction/maintenance of trails and the other uses permitted in Zone II hereunder, and if and when the Premises is no longer used for water supply purposes or the Water Supply District of Acton abandons or declares its land (immediately adjacent to the site) surplus, said public access should be permitted on all of the Premises.

3. **Assignability.**

a. **Running of the Burden.**

This Conservation Restriction sets forth rights, liabilities, agreements and obligations upon and subject to which the Premises shall be held, improved, used, occupied, leased, sold, encumbered or conveyed. The rights, liabilities, agreements and obligations herein set forth shall run with the Premises and shall inure to the benefit of the Grantee and all parties claiming by, through or under the Grantee and shall bind the Grantors and all parties claiming by, through or under the Grantors. The rights hereby granted to the Grantee constitute the perpetual right of the Grantee to enforce this Conservation Restriction. The Grantors hereby covenant for themselves to stand seized and hold title to the Premises subject to the terms of this Conservation Restriction.

b. Recording of Instruments.

The Grantee shall record and/or register this Conservation Restriction and 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. The Grantor authorizes the Grantee to record and/or register this Conservation Restriction within thirty (30) days of the date of having received this Conservation Restriction by means of certified mail return receipt requested. Without limiting the foregoing, the Grantors agree themselves to execute any such instruments upon request.

c. Assignment of Grantee's Interests

In the event that the Water Supply District of Acton no longer uses the Premises for water supply purposes or abandons or declares its land (immediately adjacent to this site) surplus, upon approval by the Acton Board of Selectmen, the right to enforce this Conservation Restriction shall be transferred to and accepted by the Acton Conservation Trust. If the Acton Conservation Trust no longer exists or is unable to get approval of the transfer from the Acton Board of Selectmen, there shall be an assignment to another appropriate entity. Any assignment, including without limitation to the Acton Conservation Trust, shall comply with the requirements of this Section III(3).

The benefits of this Conservation Restriction shall be in gross and shall not be assignable by the Grantee (including without limitation to the Acton Conservation Trust), 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;
- (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 restriction directly; and
- (iii) the grantee complies with the provisions required by Article 97 of the Amendments to the State Constitution.

4. Concurrence Presumed.

The parties hereby agree that all those claiming by, through or under the Grantor shall be deemed to be in accord with the provisions herein set forth and agree for and among themselves and any party claiming by, through or under them, and their respective agents, contractors, sub-contractors and employees, that the Conservation Restriction herein established shall be adhered to and not violated and that their respective interests in the Premises shall be subject to the provisions herein set forth.

5. Incorporation into Deeds, Mortgages, Leases and Instruments of Transfer.

The Grantors hereby agree to incorporate in full or by reference the terms of this Conservation Restriction in all deeds, easements, mortgages, leases, licenses, occupancy agreements or other instrument of transfer by which any interest in all or a portion of the Premises is transferred, including but not limited to a leasehold interest. The Grantors further agree to give written notice to the Grantee of the proposed transfer of any interest in the Premises at least twenty (20) days prior to the proposed date of such transfer.

6. Release.

The Grantors intend this Conservation Restriction to be a restriction in gross and appurtenant that runs with the land in perpetuity. This Conservation Restriction may only be released, in whole or in part, by the Grantee pursuant to the procedures for approval by the Department of Environmental Protection established by Chapter 40, Section 15A and 15B, Chapter 184, Section 32 of the General Laws as amended, and in accordance with Article 97 of the Amendments to the Massachusetts Constitution, and the requirements of Massachusetts General Laws Ch. 184, Section 32, including approval by the Secretary of the Massachusetts Executive Office of Environmental Affairs, and otherwise by law.

7. Legal Remedies of the Grantee.

a. Legal and Injunctive Relief.

Grantors expressly acknowledge that a violation of this Conservation Restriction could result in the exercising of the Grantee's right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against violations, including, without limitation, relief requiring restoration of the Premises including the underground water supply system and aquifer to its condition prior to the time of the injury complained of and shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee. However, no such proceeding shall be commenced without at least sixty (60) days prior written notice to Grantor.

b. No Duty to Maintain.

Nothing herein shall impose upon the Grantee any duty to maintain, or require that the Premises be maintained, in any particular state or condition, notwithstanding the Grantee's acceptance hereof. Enforcement of the terms of this Restriction shall be at the discretion of the Grantee. Any election by the Grantee as to the manner and timing of the

exercising 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.

c. Grantee Disclaimer of Liability.

By its acceptance of this Conservation Restriction, the Grantee does not assume any liability or obligation relating to the condition of the Premises, including compliance with hazardous materials or other environmental laws and regulations.

8. Extinguishment.

a. Determination and Disposition of Proceeds from Extinguishment of Conservation Restriction.

The Grantors and the Grantee agree that the grant of this Conservation Restriction to the Grantee 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 the Conservation Restriction determined at the time of the grant bears to fair market value of the Premises before the restriction is applied.

The fair market value, as determined by appraisal, of the Premises before the Conservation Restriction is applied is twenty-five thousand dollars (\$25,000). The fair market value, as determined by appraisal, of the property after the Conservation Restriction is applied is ten thousand dollars (\$10,000). The value of the Conservation Restriction is fifteen thousand dollars (\$15,000 or $(\$25,000 - \$10,000 = \$15,000)$). The proportionate value of the Conservation Restriction in relation to the fair market value of the parcel before the Conservation Restriction is applied is 0.6 or $(\$15,000 \text{ divided by } \$25,000)$. Such proportionate value of the Grantee's property right shall remain constant and in the proportion of 0.6 to the Grantee and 0.4 to the Grantor, in the event of such Extinguishment.

b. Right of Grantee to Recover Proportional Value at Disposition.

If any occurrence ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then the Grantee, on a subsequent sale, exchange, involuntary conversion or agreement to release by the Grantee 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.

c. 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.

9. Severability Clause.

If any court or other tribunal determines that any provision of this instrument is invalid or unenforceable, such provision shall be deemed to have been modified automatically to conform to the requirements for validity and enforceability as determined by such court or tribunal. In the event any provision invalidated is of such a nature that it cannot be modified, the provision shall be deemed deleted from this Conservation Restriction as though it had never been included herein. In either case, the remaining provisions of this instrument shall remain in full force and effect.

10. Acts Beyond Grantor's Control.

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

11. Termination of Rights and Obligations.

Notwithstanding anything to the contrary contained herein, the rights and obligation under this Conservation Restriction of any party holding any interest in the Premises shall terminate upon transfer of that party's interest, except that liability for acts of 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.

12. Miscellaneous.

a. Controlling Law.

The interpretation and performance of this Conservation Restriction shall be governed by the law 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 Restriction and the policy and purpose of Mass. Gen. Laws Chapter 184, Sections 31-33. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

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.

13. Effective Date.

This Conservation Restriction shall become effective upon its being duly executed by Grantors, Grantee and Secretary of the Executive Office of Environmental Affairs, and its recordation with the Middlesex South Registry of Deeds.

[The balance of this page has intentionally been left blank. Signature pages follow.]

ACCEPTANCE BY THE WATER SUPPLY DISTRICT OF ACTON

We, the undersigned, being a majority of the Board of Water Commissioners of the Water Supply District of Acton of Acton, Massachusetts, hereby certify that at a meeting duly held on October 7, 2003, the Board of Water Commissioners voted to accept the foregoing Conservation Restriction for Water Supply Protection from Paul M. Wagner, Jr. and Alan C. Wagner.

Water Supply District of Acton
Board of Water Commissioners

Name

Ronald Parenti

Ronald Parenti

Stephen Stuntz

Stephen Stuntz

Leonard Phillips

Leonard Phillips

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF *Middlesex*)

On this 9th day of May, 2005, before me, the undersigned notary public, personally appeared Ronald Parenti, of the Board of Water Commissioners of the Water Supply District of Acton, proved to me through satisfactory evidence of identification, which was MA Drivers License, 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.

Mary Basset Stanford
Notary Public



COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF)

On this 9th day of May, 2005, before me, the undersigned notary public, personally appeared Stephen Stuntz, of the Board of Water Commissioners of the Water Supply District of Acton, proved to me through satisfactory evidence of identification, which was MA Drivers License, 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.

Mary Basset-Stanford
Notary Public



COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF)

On this 9th day of May, 2005, before me, the undersigned notary public, personally appeared Leonard Phillips, of the Board of Water Commissioners of the Water Supply District of Acton, proved to me through satisfactory evidence of identification, which was MA Drivers License, 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.

Mary Basset-Stanford
Notary Public

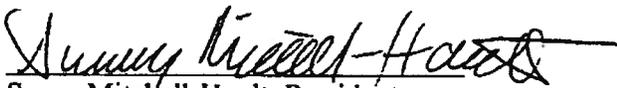


AGREEMENT TO ACCEPT THE CONSERVATION RESTRICTION BY
ACTON CONSERVATION TRUST

We, the undersigned, being representatives of the Acton Conservation Trust, hereby certify that at a meeting duly held on December 14, 2004, the Acton Conservation Trust voted to agree to accept the foregoing Conservation Restriction for Water Supply Protection and Other Purposes from Paul M. Wagner, Jr. and Alan C. Wagner in the event the Water Supply District of Acton no longer uses the Premises for water supply purposes or abandons or declares its land surplus and transfers its right to enforce this Conservation Restriction to the Acton Conservation Trust.

Acton Conservation Trust
Board of Water Commissioners

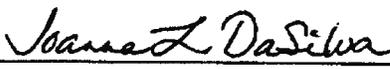
Name


Susan Mitchell-Hardt, President

~~Karen O'Neil, Clerk~~

COMMONWEALTH OF MASSACHUSETTS)
)
)
COUNTY OF Middlesex) ss.

On this 6th day of MAY, 2005, before me, the undersigned notary public, personally appeared Susan Mitchell-Hardt, President of the Acton Conservation Trust, proved to me through satisfactory evidence of identification, which was MA DRIVER'S LICENSE, 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.


Notary Public
Joanna L. DaSilva
Notary Public
Commonwealth of Massachusetts
My Commission Expires
June 9, 2006

COMMONWEALTH OF MASSACHUSETTS)

)

COUNTY OF)

)

On this _____ day of _____, 2005, before me, the undersigned notary public, personally appeared Karen O'Neill, Clerk of the Acton Conservation Trust, proved to me through satisfactory evidence of identification, which was _____, 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.

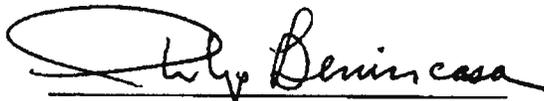
Notary Public

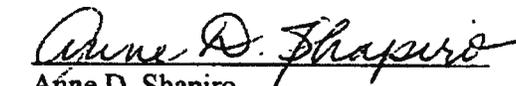
ACCEPTANCE BY THE BOARD OF SELECTMEN OF CONCORD

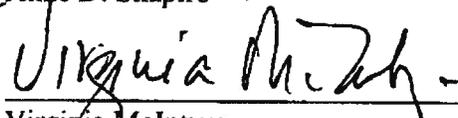
We, the undersigned, being a majority of the Board of Selectmen of the Town of Concord, Massachusetts, hereby certify that at a meeting duly held on APRIL 26, 2005, the Selectmen voted to approve the foregoing Conservation Restriction for Water Supply Protection pursuant to M.G.L. Ch. 184 §32.

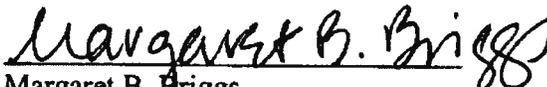
Board of Selectmen
Town of Concord, Massachusetts

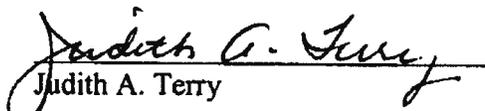
Name


Philip H. Benincasa


Anne D. Shapiro


Virginia McIntyre


Margaret B. Briggs

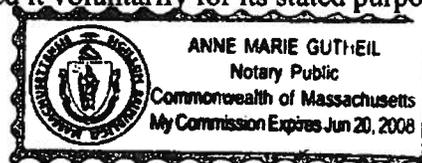

Judith A. Terry

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF Middlesex)

On this 26 day of April, 2005, before me, the undersigned notary public, personally appeared Philip H. Benincasa, of the Board of Selectmen of the Town of Concord, Massachusetts, proved to me through satisfactory evidence of identification, which was personal knowledge, 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.

Anne M. Gutheil
Notary Public

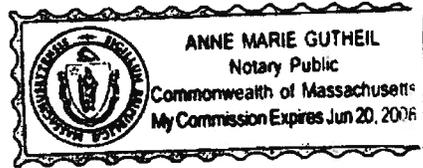


COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF Middlesex)

On this 26 day of April, 2005, before me, the undersigned notary public, personally appeared Anne D. Shapiro, of the Board of Selectmen of the Town of Concord, Massachusetts, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document and acknowledged to me that she signed it voluntarily for its stated purpose.

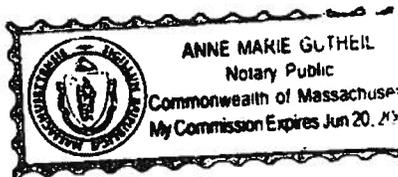
Anne M. Gutheil
Notary Public



COMMONWEALTH OF MASSACHUSETTS)
)
)
COUNTY OF *Middlesex*)

On this 26 day of April, 2005, before me, the undersigned notary public, personally appeared Virginia McIntyre, of the Board of Selectmen of the Town of Concord, Massachusetts, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document and acknowledged to me that she signed it voluntarily for its stated purpose.

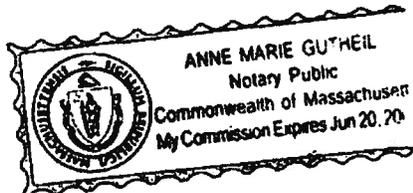
Anne M. Gutheil
Notary Public



COMMONWEALTH OF MASSACHUSETTS)
)
)
COUNTY OF *Middlesex*)

On this 26 day of April, 2005, before me, the undersigned notary public, personally appeared Margaret B. Briggs, of the Board of Selectmen of the Town of Concord, Massachusetts, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document and acknowledged to me that she signed it voluntarily for its stated purpose.

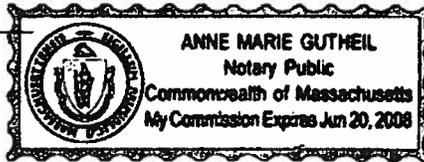
Anne M. Gutheil
Notary Public



COMMONWEALTH OF MASSACHUSETTS)
)
)
COUNTY OF *Middlesex*)

On this 26 day of April, 2005, before me, the undersigned notary public, personally appeared Judith A. Terry, of the Board of Selectmen of the Town of Concord, Massachusetts, proved to me through satisfactory evidence of identification, which was Personal Knowledge, to be the person whose name is signed on the preceding or attached document and acknowledged to me that she signed it voluntarily for its stated purpose.

Anne Marie Gutheil
Notary Public



APPROVAL BY EXECUTIVE OFFICE OF ENVIRONMENTAL AFFAIRS

The undersigned Secretary of Environmental Affairs of the Commonwealth of Massachusetts hereby certifies that the foregoing Conservation Restriction for Water Supply Protection and Other Purposes has been approved in the public interest, pursuant to M.G.L. c. 184, §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 Premises, and any such pre-existing rights, if any, are not affected by the granting of this Conservation Restriction.

May 25, 2005
Date

Ellen Roy Heyfelder
Secretary, Executive Office of Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS)
)
)
COUNTY OF)

On this 25th day of May, 2005, before me, the undersigned notary public, personally appeared *Ellen Roy Heyfelder*, proved to me through satisfactory evidence of identification, which was *Personal Knowledge of Identity* to be the person whose name is signed on the preceding or attached document and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose.

Paul Stead
Notary Public 12/15/2011



EXHIBIT A

LEGAL DESCRIPTION

PROPERTY in Town of Concord and Town of Acton

Concord, MASSACHUSETTS

Acton, MASSACHUSETTS

A. Legal description of the Premises.

The certain parcel of land situated in Concord and Acton, Middlesex County, Massachusetts, containing 6.06 ± acres, known as 49B Laws Brook Road, Concord, and known as 66 Laws Brook Road, Acton, shown on a plan of land entitled "Plan of Wagner Land in Concord & Acton, Mass.", dated June 1, 2004, prepared by Goldsmith, Prest & Ringwall, Inc., and recorded herewith (the "Plan"). The Premises are further described according to the Plan as follows.

Beginning at a stone bound with a set drill hole in the northerly sideline of Laws Brook Road in Concord, 5.00 feet east of the Acton/Concord town line, thence running

- N 61° 44' 59" W 40.02 feet to a stone bound; thence turning and running
- N 26° 25' 40" E 160.00 feet to a set iron rod; thence turning and running
- S 61° 44' 59" E 35.02 feet to a set iron rod along the town line; thence turning and running
- N 26° 25' 40" E 2,057.92 feet along Acton/Concord town line to a stone bound; thence turning and running
- S 74° 14' 28" E 140.23 feet to a stone bound; thence turning and running
- S 27° 01' 07" W 1,093.65 feet to a stone bound; thence
- S 27° 17' 12" W 827.07 feet to a stone bound; thence
- S 27° 13' 37" W 102.13 feet to a set iron rod; thence turning and running
- N 61° 22' 23" W 72.55 feet to a set iron rod; thence turning and running
- S 27° 13' 37" W 105.00 feet to a set iron rod; thence turning and running
- N 62° 02' 40" W 33.76 feet to a set iron rod; thence turning and running
- S 26° 25' 40" W 120.00 feet to the stone bound with a set drill hole at the point of beginning.

For Grantor's title see deed of Lexington Sand & Gravel Co. dated April 16, 1970 and recorded with the Middlesex South Registry of Deeds at Book 11822, Page 511.


Attest. Middlesex S. Registry