

Grantor: Town of Acton

Grantee: Acton Conservation Trust

Property Address: 6 Piper Road Rear

Title Reference: Middlesex (South) Registry of Deeds Book 52270, Page 164

CONSERVATION RESTRICTION

I. Grantor Clause:

The Town of Acton, having an address at 472 Main Street, Acton, Massachusetts 01720 ("Grantor"), acting pursuant to Sections 31, 32 and 33 of Chapter 184 of the General Laws, hereby grants to the Acton Conservation Trust, a Massachusetts non-profit land trust having an address of PO Box 658, Acton, Massachusetts 01720, with quitclaim covenants, in perpetuity and exclusively for conservation purposes, the following described Conservation Restriction on a parcel of land located at 6 Piper Road, rear, in the Town of Acton, Massachusetts, constituting approximately 5.24 acres, said parcel being shown as Parcels A, B, and X of Lot 1 on a plan entitled "Plan of Land in Acton, Massachusetts" prepared by GPR, Inc., for the Town of Acton dated September 7, 2010, recorded with the Middlesex South Registry of Deeds as Plan No. 681 of 2010 and attached as Exhibit A (the "Premises").

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 as open space and/or in a natural, scenic and underdeveloped condition in perpetuity for conservation purposes and passive recreation purposes, and to prevent any use or change that would materially impair or interfere with its conservation and preservation values. These values include the following:

- a) The Premises provides significant scenic, aesthetic, scientific, educational, recreational, and historic value in its present state as a natural area and open space which has not been subjected to development incompatible with said uses;
- b) The Premises contains approximately five acres of wooded upland habitat representing wildlife habitat for numerous indigenous and migrant wildlife species important to sustaining the region's biodiversity;
- c) The Premises abuts the Town of Acton's Great Hill Conservation area, making the Premises part of a block of over 85 acres of protected land; and
- d) The Premises will provide opportunities for passive recreation for the general public.

A conservation restriction on the Premises is consistent with the goals and objectives set forth in the Town of Acton 2014-2019 Open Space and Recreation Plan, Section 12(a) of the CPA, and the Acton Annual Town Meeting vote of October 2, 2008.

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

A. Prohibited Acts and Uses

Subject to the exceptions and reserved rights set forth herein, the Grantor will not perform or permit the following acts and uses which are prohibited on, above, and below the Premises:

1. **Buildings, Structures, Facilities and Improvements.** Constructing, placing or allowing to remain any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, public parking for motorized vehicles, sign, fence, billboard or other advertising display, antenna/tower, utility pole/conduit, or other temporary or permanent structure or facility;
2. **Excavating Soil, Mineral Resources, etc.** Mining, excavating, dredging or removing soil, loam, peat, gravel, sand, rock or other mineral resources or natural deposits or other processes such as hydraulic fracturing that might allow mining to or from adjacent properties;
3. **Dumping of Refuse and Other Materials.** Placing, filling, storing or dumping soil, grass clippings, compost, yard debris or other substances on the ground or dumping or placing

of refuse, trash, vehicle bodies or parts, rubbish, debris, junk, trash, solid or chemical waste or other substance or material whatsoever or the installation of underground storage tanks;

4. Cutting of Vegetation. Cutting, removing or otherwise destroying trees, grasses or other vegetation;
5. Motorized Vehicles. Use, parking or storage of motorized vehicles of any kind, including but not limited to automobiles, motorcycles, mopeds, all-terrain vehicles, snowmobiles or any other motorized vehicles or watercraft on the Premises, except for vehicles permitted in conjunction with activities as permitted under Paragraph III.B;
6. Historical or Archaeological Resources. The disruption, removal, or destruction of any historical or archaeological resource, including but not limited to stone walls and granite fence posts;
7. Subdivision. Subdivision or conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), and no portion of the Premises may be used towards building or development requirements on this or any other parcel;
8. Commercial Recreational, Business, Residential or Industrial Uses. The use of the Premises for commercial recreation, business, residential or industrial use; and
9. Active Team Sports Recreation. The use of the Premises for active recreation defined as team or school sports.

B. Reserved Rights and Exceptions

The Grantor reserves the right to conduct or permit the following activities and uses on the Premises, but only if such uses and activities do not materially impair the conservation values or purposes of this Conservation Restriction:

1. Recreational Activities. Walking, hiking, wildlife observation, cross-country skiing, horseback riding, biking, and other non-motorized outdoor recreational activities that do not materially alter the landscape and do not degrade environmental quality;
2. Educational Activities. Organized walks, educational programs, school field trips, and other similar activities designed to promote an understanding of nature, conservation, and/or history;
3. Vegetation Management. In accordance with generally accepted land conservation and management practices, removing of brush, selective minimal pruning and cutting to

prevent, control or remove hazards, disease, insect or fire damage, and regular mowing at least once a year to prevent reforestation; and the planting of native trees and shrubs and the mowing of grass;

4. Non-Native or Nuisance Species. The removal of non-native, nuisance or invasive species, the interplanting of native species, including but not limited to beaver management, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality and scenic vistas;
5. Soil Management. Excavation and removal from the Premises of soil, gravel or other mineral resources or natural deposits as may be incidental to the maintenance of trails, or to maintain good drainage and hydrologic functioning of the Premises, provided that (a) such activities follow generally accepted soil conservation practices, and (b) disturbed areas are re-vegetated with native plant materials; and only after Grantor consultation with Grantees and with the Grantees' approval as provided in Paragraph III.E, whose approval shall not be unreasonably withheld;
6. Wildlife Habitat Improvement. Measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species including but not limited to selective planting of native trees, shrubs and plant species, and avian nesting structures; and only after Grantor consultation with Grantees and with the Grantees' approval as provided in Paragraph III.E, whose approval shall not be unreasonably withheld;
7. Archaeological Investigations. The conduct of archaeological activities, including but not limited to survey, excavation and artifact retrieval, following submission of a Project Notification Form and its approval by the State Archaeologist/State Historic Preservation Office of the Massachusetts Historical Commission (or appropriate successor official); and only after Grantor consultation with Grantees and with the Grantees' approval as provided in Paragraph III.E, whose approval shall not be unreasonably withheld;
8. Signs. The erection, maintenance and replacement of signs and kiosks by the Grantor or Grantees, identifying the Grantees as the holders of the Conservation Restriction and the Grantor as the owner of the Premises, and educating the public about trail access, the protected conservation values and any rules pertaining to uses of the Premises;
9. Permitted Vehicles. Use of vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) in carrying out their lawful duties and trucks and other vehicles used for activities permitted by this Conservation Restriction and motorized and non-motorized vehicles to assist the mobility of handicapped persons;

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 Paragraph III.E below.

D. Governmental Permits

The exercise of any right reserved by Grantor under Paragraph II.B shall be in compliance with the following: (a) then current building, zoning, land use, planning and conservation bylaws, ordinances and regulations applicable to the Premises; (b) any variances or special permits applicable to the Premises; (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, the Acton Conservation Trust 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. Failure of Grantee to respond in writing with a collective response in 60 days shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after 60 days in the notice.

IV. 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 their condition prior to the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction. Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Conservation Restriction. To the extent permitted by law, Grantor covenants and

agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel and survey fees) incurred in good faith enforcement of this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof; provided, however, that Grantor shall not be obligated to reimburse Grantee for costs and expenses related to any such enforcement that Grantor successfully challenges as evidenced by a final, unappealed determination of a court of competent jurisdiction.

B. Non-Waiver

Enforcement of the terms of this 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.

C. Disclaimer of Liability

By acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

D. Acts Beyond the Grantor's 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. The parties shall cooperate with the restoration of the Premises if feasible.

V. ACCESS

This Conservation Restriction grants to the general public the right to enter upon the Premises for passive outdoor recreational purposes including, but not limited to, walking, hiking, wildlife observation, cross-country skiing, horseback riding, and other non-motorized, passive outdoor recreational and educational activities subject to any reasonable rules and regulations. The Grantee and its representatives are also granted the right to enter the Premises at reasonable times and in a reasonable manner for the purpose of inspecting the compliance with the terms of this Conservation Restriction.

VI. EXTINGUISHMENT

A. Termination by Judicial Proceeding Only

If circumstances arise in the future which 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 judicial proceedings in a court of competent jurisdiction under applicable law.

B. The Grantee's Property Right in the Conservation Restriction; Value

The Grantor and the Grantee agree that the grant 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 extinguishment, bears to the value of the Premises at that time, and represents all development rights associated with the Premises.

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, rule, regulation or condition that 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. Cooperation Regarding Public Action

Whenever all or any part of the Premises or any interest therein is taken by the state or federal government by public authority under power of eminent domain, 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 the proportionate value set forth in Paragraph VI.B, subject, however, to any applicable law, rule, or regulation. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken.

E. Grantee's Use of Proceeds

Grantee shall use its share of any proceeds it receives pursuant to this Section VI to support its conservation mission.

VII. ASSIGNABILITY

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, is a "Qualified Organization" as defined in Section 170(h)(3) 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 it divests itself 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. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable. 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 a reasonable 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 or otherwise evidences the status of this Conservation Restriction.

X. 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 amendments to this Conservation Restriction shall occur only in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not affect its perpetual duration, 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 amendment shall be recorded

in the Middlesex South District Registry of Deeds.

XI. PUBLIC USE

Grantor, Grantee and their successors and assigns shall have the benefit of Section 17C of Chapter 21 of the Massachusetts General Laws with respect to any person using the Premises for recreational, conservation, scientific, educational, environmental, ecological, research, religious or charitable purposes.

XII. 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.

XIII. 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 Massachusetts General Laws have been obtained, and it has been recorded in the Middlesex South District Registry of Deeds. The Grantee shall record this instrument in timely manner in said Registry of Deeds.

XIV. 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: Town of Acton
 472 Main Street
 Acton, MA 01720
 Attention: Town Manager

To Grantee: Acton Conservation Trust
 PO Box 658
 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 or that is reasonably ascertainable by the parties.

XIII. 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 Sections 31-33 of Chapter 184 of the Massachusetts General Laws. 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. 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.

E. 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.

F. Running of the Burden

The burden 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.

G. 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. Without limiting the foregoing, the Grantor and the Grantor's successors and assigns agree themselves to execute any such instruments upon request.

H. Baseline Documentation

In order to establish the present condition of the Premises and the conservation values thereon that are protected by this Conservation Restriction, so as to enable the Grantee to monitor future uses of the Premises and to assure compliance with the terms hereof, Grantee has prepared an inventory of the relevant features and conditions of the Premises (the "Baseline Documentation Report"), and Grantor and Grantee agree that the same is an accurate representation of the condition of the Premises as of the date of the execution of this Conservation Restriction. Verified originals of the Baseline Documentation Report will be deposited with the Grantor and in the permanent records of the Grantee. If the originals of said Baseline Documentation Report are subsequently destroyed by casualty or other circumstance, other evidence may be offered by the parties to establish the condition of the Premises as of the date of this Conservation Restriction.

I. Subordination

Grantor represents, and Grantee relies on Grantor's representation that, to the best of Grantor's knowledge, the Premises are free from any lien, encumbrance or other interest by any third party other than the items listed in the deed attached hereto as Exhibit B.

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

ACCEPTANCE OF
ACTON CONSERVATION TRUST

The above Conservation Restriction is accepted by the Acton Conservation Trust as of this
29TH day of OCTOBER, 2014.

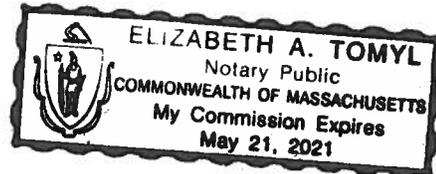
ACTON CONSERVATION TRUST

By: Susan Mitchell-Hardt
Name:
Title: PRESIDENT, ACTON CONSERVATION TRUST
Hereunto duly authorized

COMMONWEALTH OF MASSACHUSETTS
Middlesex, ss:

On this 29 day of October, 2014, before me, the undersigned notary public,
personally appeared Susan Mitchell-Hardt, of
the Acton Conservation Trust, 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 person whose name is signed on the
preceding document, and acknowledged to me that she/he signed it voluntarily for its stated
purpose.

Elizabeth A. Tomy
Notary Public
My Commission Expires:



WITNESS our hands and seals as of this 3rd day of November, 2014

TOWN OF ACTON
BOARD OF SELECTMEN

Michael Gowling
Michael Gowling

Janet K. Adachi
Janet K. Adachi

Katherine Green
Katherine Green

Franny Osman
Franny Osman

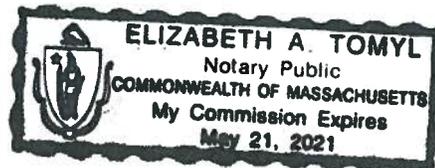
Peter Berry
Peter Berry

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this 3rd day of November, 2014, before me, the undersigned notary public, personally appeared Michael Gowling, Janet K. Adachi, Katherine Green, Franny Osman, Peter Berry, as 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.

Elyse D. Immel
Notary Public
My Commission Expires:



APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS

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 has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: _____, 2014

Name: Richard K. Sullivan Jr.
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this _____ day of _____, 2014, before me, the undersigned notary public, personally appeared Richard K. Sullivan Jr., 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 person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

