

The Commonwealth of Massachusetts
Executive Office of Energy and Environmental Affairs
100 Cambridge Street, Suite 900
Boston, MA 02114

Charles D. Baker
GOVERNOR

Karyn E. Polito
LIEUTENANT GOVERNOR

Matthew A. Beaton
SECRETARY

Tel: (617) 626-1000
Fax: (617) 626-1181
<http://www.mass.gov/eea>

Rachel Davis Baime, Esquire
Johnson & Borenstein, LLC
12 chestnut Street
Andover, MA 01810-

September 18, 2015

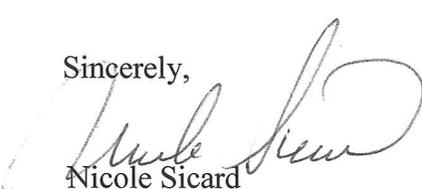
Re: CR Reference #: **10913**
CR Address: 354B great Road
Town: Acton
CR Number - Acton #19

Dear Rachel:

The subject conservation restriction has been approved and signed by Secretary Matthew Beaton. It may now be recorded in the Registry of Deeds. **Please forward a copy to me of the recorded instrument showing the registry book and page number (s) and the date of recording.**

Kindly fill out the attached **GIS Data Entry Form** and provide a copy of the **USGS Topo map with the site accurately drawn on it** when you have the registry recording information and return it to me as soon as possible so that we may complete our records. Thank you.

Sincerely,



Nicole Sicard

Program Coordinator

Cc:

Executive Office of Energy and Environmental Affairs / Division of Conservation Services
GIS Data Entry Form

Conservation Restriction

1. Contact Person: _____

(telephone number)

2. Conservation Restriction (select one):

- gifted
- exacted by regulation
- purchased

CR number: 19

Site name: _____

3. Municipality: Belton

4. a. Grantor: _____
(Holder of the Deed)

b. Grantee: _____
(Land Trust, Municipality, etc.)

c. Manager (if applicable): _____
(Municipal Conservation Commission, Parks Dept., Water Dept., etc.)

5. Assessor's Information _____
(map) (block) (lot)

6. Registry Information _____
(name)

(deed book) (page) (plan book) (page)

7. Acreage: _____

8. Primary Use: (select one)

Public Access:

- Conservation
- Recreation
- Both Conservation and Recreation
- Water Supply Protection
- Agriculture
- Historic/Cultural
- Other (please explain)

- Public
- Public, residents only
- Public, seasonal
- None
- Other (please explain)

The applicant must provide to the Executive Office of Environmental Affairs GIS Center materials that will accurately represent the site in the state's open space data layer. These materials include:

1. A copy of a USGS topological map with the site accurately drawn on it.
2. A copy of the site plan and/or a survey plan if available (required for exacted conservation restrictions).

The EEA GIS Center will attempt to add the site to the open space data layer using these materials but may request additional materials from the grantee if the materials provided are not at an appropriate scale or are not sufficiently clear to support conversion to digital data that conform to the EEA GIS Center's data standards.

Topographical maps can be purchased at many book stores, or can be printed by using OLIVER, MassGIS's free and easy-to-use online map data viewer:

<http://tinyurl.com/oliverqusgsquadbase>

Please call Ben Smith at the EEA GIS Center 617.626.1076 with any questions or for assistance with this form.

Grantor: Pulte Homes of New England LLC
Grantee: Town of Acton, acting by and through its Conservation Commission
Address: _____ Acton, Massachusetts
For Title See: Book 58183, Page 303



THIS SPACE RESERVED FOR REGISTRY OF DEEDS

CONSERVATION RESTRICTION

I. Grantor Clause:

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

II. Purposes:

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

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

1. Preserve and protect the scenic and natural character of the Town of Acton and protect wetlands located therein;
2. Maintain the Premises as a golf course until such use is no longer commercially viable pursuant to the provisions of Section IV of this Conservation Restriction.
3. Ensure that, should the Premises cease to be used as a golf course, the premises will be allowed to return to its natural state (grow wild) and be maintained as open space used for passive recreation, in accordance with the terms set forth herein; and
4. Further Government Policy as this Conservation Restriction is required by the decision of the Town of Acton Planning Board relating to The Residences at Quail Ridge (08-02), dated February 12, 2008, as amended by Supplemental Decision dated October 14, 2008, and as further amended by Amendment #1 of Decision dated August 2, 2011, and as may be further amended (the "Special Permit"), which allows for the use of the Premises for a golf course and other golf course amenities as associated with the Quail Ridge Country Club.

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

- A. Prohibited Acts and Uses. Subject to the exceptions set forth in subparagraph B below, the Grantor will not perform or permit the following acts and uses which are prohibited on, above and below the Premises:
1. Constructing of any temporary or permanent buildings or structures.
 2. Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit.
 3. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever or the installation of underground storage tanks.
 4. Cutting, removing or otherwise destroying trees, grasses or other vegetation.
 5. Activities detrimental to wildlife habitat, water quality, drainage, flood control, water conservation, erosion control or soil conservation.

6. Use, parking or storage of motorized vehicles of any kind, including but not limited to motorcycles, mopeds, all-terrain vehicles, trail bikes, heavy duty construction vehicles and equipment, or any other motorized vehicles on the Premises, except for any and all equipment and vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) in carrying out their lawful duties.
7. No portion of the Premises may be used in calculating building or development requirements on Grantor's property or any other parcel, except as provided in the Special Permit referenced herein, as same may be amended, and in compliance with this Conservation Restriction.
8. Any conveyance of the Premises shall reference and be made subject to the terms and conditions of this Conservation Restriction.
9. Any other use of the Premises or activity which would materially impair conservation values unless necessary in an emergency for the protection of the conservation values that are the subject of this Conservation Restriction.

B. Permitted Acts and Uses and Specific Exceptions to Otherwise Prohibited Acts and Uses. The following acts and uses otherwise prohibited in subparagraph A are permitted activities specifically reserved by the Grantor from this Conservation Restriction; to be done in a manner that avoids or minimizes material impairment of the conservation values of the premises:

1. Construction, installation, maintenance and relocation of any permanent or temporary structures or other improvements (i) permitted or required in accordance with the terms of the Special Permit; or (ii) commonly associated with golf course use, presently or in the future including, without limitation, paved golf cart paths, equipment storage buildings, golf huts, and seating customarily used by a golf course, all as permitted by the Special Permit, which provides that no greater than 5% of the Premises may be subject to pavement or such accessory structures. For the purposes of this Conservation Restriction, without limiting the generality of the term "structure", the term "structure" shall include parking lots, roadways, buildings, golf huts and seating customarily used by a golf course. For the purposes hereof, the structures, or other improvements commonly associated with golf course use shall (i) be limited to those structures customarily accessory and incidental to the use, maintenance and operation of

the golf course; (ii) be designed to exclusively serve the needs of the golf course and the users and operators of same; (iii) shall not include, now or in the future, any structures for residential, retail or victualer use, except for a small concession stand, which would exclusively serve the golfers using the course, but only to the extent permitted by the Special Permit, as the same may be amended. Notwithstanding the foregoing, the construction of any new permanent structure which has an area of greater than 1,000 square feet shall not be permitted without the prior approval of the Grantee, which shall not be unreasonably withheld. No such approval shall be required for the repair, replacement or reconstruction of any existing structures within the existing footprint. For the purposes hereof, the term golf course shall mean the greens, fairways, cart paths and other amenities associated with the playing of golf as permitted by the Special Permit, as same may be amended.

2. Installation, maintenance, repair, replacement and relocation of underground utilities, including but not limited to electricity; telephone; cable television; gas; water including an irrigation system that serves The Residences at Quail Ridge condominium project located on the land adjacent to the Premises and now owned by the Grantor, and all pipes, lines, pump houses and any other facilities associated therewith; drainage and sewerage facilities including, without limitation, sewer leach fields, detention basins and any and all associated infrastructure; and appurtenances thereto for the benefit of the Premises and the said Residences at Quail Ridge, together with the right of access and egress to and from the same and the right to grant easements for the within purposes to third parties, including but not limited to such utility companies as the Grantor shall select, and to the Town of Acton so long as such easements granted to third parties and the Owners of Residences at Quail Ridge, as enumerated in this Section 2, are in accordance with the Special Permit and the conservation values of this Conservation Restriction.
3. Operation and maintenance, repair, and replacement of a golf course, including but not limited to the right to install, relocate, and extend a watering system and drainage facilities, to relocate or regrade existing tees, greens, greenside bunkers, traps, fairways and roughs, and to install, maintain, relocate and extend paths for golf carts and maintenance equipment, and all other installations and facilities insofar as such activities may be necessary or convenient and incidental to proper golf course management procedures.

4. Use, parking or storage of motorized vehicles necessary in connection with the use and maintenance of the golf course, including, without limitation, golf carts, maintenance vehicles, landscaping equipment, and all other vehicles required to maintain and care for the golf course. Those vehicle not specifically for landscaping and grooming of the fairways, greens and other vegetative areas of the golf course, shall use cart paths and driveways to the extent possible.
5. To perform selective non-commercial cutting, pruning and thinning of dead, diseased, overgrown or overcrowded trees, brush and vegetation, for fire prevention and protection, unpaved trail and paved golf cart paths maintenance, pest control, and golf course maintenance.
6. To plant and maintain for recreational, scenic and soil conservation purposes, native trees and shrubs, grass areas, walkways, and sitting benches throughout the Premises, and other installations, facilities and landscaping activities normally used in connection with a golf course, including the mowing of grass, dredging, relocation and expansion of the ponds and brooks located therein, and the erection and maintenance of footbridges and bridges for golf carts and equipment crossing the brooks.
7. Excavation and removal from the Premises of soil, gravel or other mineral resource or natural deposit as may be incidental to the installation or maintenance or removal of utilities, including, without limitation, the sewer and drainage systems serving The Residences at Quail Ridge and the golf course, and other underground structures necessary for the maintenance of good drainage and soil conservation practices.
8. The placing of fences in connection with the operation of a golf course, provided such fences allow continued public access to the extent permitted by the terms hereof, as well as access by wildlife.
9. Erection of signs by the Grantor or Grantee or any entity having an easement or right to use the Premises for the following purposes (i) regarding golf course use and any and all other uses incidental or accessory thereto, (ii) identifying the Grantee as holder of the Conservation Restriction, and (iii) to educate the public about the conservation values being protected and any limitations relating to public access.
10. Hiking, cross-country skiing, snowshoeing and passive outdoor recreational activities by the public, but only to the extent same do

not interfere with the use of or have an adverse impact on the golf course.

11. Construction, installation and maintenance of trails to be used for public pedestrian four-season recreational use in accordance with the Trail Easements granted to the Town of Acton and recorded in Book 51930, Page 356 and Book ____, Page ____ (the "Trail Easements").
 12. The provisions of this Conservation Restriction shall apply to any acts or works allowed by any amendment to the Special Permit regardless of the date on which such amendment was made.
 13. All acts and uses not prohibited by Subparagraph A above are permissible provided they do not materially impair the conservation values of this Conservation Restriction or other significant conservation values.
- C. Governmental Permits. The exercise of any right reserved by Grantor under Paragraph III B shall be in compliance with the following: (a) building, zoning, land use, planning and conservation bylaws, ordinances and regulations as amended from time to time and applicable to the Premises; (b) the Special Permit as may be amended; (c) the Wetlands Protection Act (G.L. c. 131, Section 40) and (d) all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency means only that the Grantor may have a right to request a permit; it does not mean that the Grantee or the Commonwealth of Massachusetts takes any position on whether such permit should be issued.
- D. Notice and Approval. Whenever notice to or approval by Grantee is required under the provisions of Paragraphs III A or B, Grantor shall notify Grantee in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within sixty (60) days of receipt of Grantor's request. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not materially impair the purposes of this Conservation Restriction.

IV. Future Use:

If the Grantor determines that the use of the Premises as a golf course is no longer commercially viable and Grantor, in its sole discretion, elects to permanently discontinue such use or does not use the Premises as a commercial golf course for a period of five (5) consecutive years, then the Grantee may presume that the Premises have been abandoned and may send a letter to Grantor confirming the same. Grantor shall have sixty (60) days from receipt of Grantee's notice to provide written confirmation of such determination or abandonment to the Grantee. If Grantor fails to send a notice to Grantee confirming abandonment, the Premises shall be deemed abandoned. If the parties agree on another use of the Premises consistent with this Conservation Restriction, then the Grantor and the Grantee shall seek approval to amend this Conservation Restriction to reflect such agreement. If the parties do not agree on another use of the Premises, then Premises shall be allowed to grow wild. In the event that the Premises are allowed to grow wild, the Grantee may propose a land management plan consistent with the provisions of this Conservation Restriction to the Grantor for Grantor's review and comment. Grantee hereby is granted the right to allow for public access to the extent permitted herein.

Grantee shall have the right, but not the obligation, in its sole and absolute discretion, to remove or secure or take any other action with respect to the safety or soundness of any permanent or temporary structures or other improvements now or hereafter located on the Premises in the event such structures pose a threat to public health or safety.

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 proceeding and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to its condition prior to the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee. Grantor may only be required to restore the Premises from violations of this Conservation Restriction committed by them or on their behalf and not from actions of members of the public or others who may access the Premises, but Grantor shall cooperate with the Grantee in deterring, identifying or prosecuting such acts and the individuals who commit them.

B. Reimbursement of Costs of Enforcement.

The Grantor, and thereafter the successors and assigns of the Grantor covenant and agree to reimburse the Grantee for all reasonable costs and

expenses (including without limitation counsel fees) incurred in enforcing this Conservation Restriction against, or in remedying or abating any violation thereof committed by or on behalf of, the Grantor or its successors, contractors or assigns.

C. Grantee's Disclaimer of Liability.

By its acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises not directly caused by the Grantee(s), their agents or assigns.

D. Severability Clause.

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

E. Non-Waiver.

Enforcement of the terms of the Conservation Restriction shall be at the discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

F. Acts Beyond the 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. If such acts occur, the parties will cooperate in restoration of the Premises, if desirable and feasible.

VI. Access:

The Conservation Restriction hereby conveyed does not grant to Grantee, to the general public, or to any other person any right to enter upon the Premises, except:(a) there is granted to the Grantee and its representatives the right to enter the Premises at reasonable times and in a reasonable manner for the purpose of inspecting the same to determine compliance herewith and to enforce this Conservation Restriction; (b) that the Grantor also grants to the Grantee, after notice of a violation and failure of the Grantor to cure said violation, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation

hereof, (c) that in addition, the Town of Acton shall have a right to access the trails located in the Premises pursuant to the Trail Easements, and (d) as specified in Section IV herein.

As specifically provided in Section 3.37 of the Special Permit, public access is allowed during off season for winter recreation activities, such as cross country skiing and snow shoeing, provided same does not adversely impact the golf course.

VII. Extinguishment:

A. Termination by Judicial Proceeding only.

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

B. Proceeds.

Grantor and Grantee agree that this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee. This property right shall have no value to the holder of the Conservation Restriction.

C. Grantee's Right to Recover Value of its Property Right Exclusive of the Value of Any Improvements.

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., exclusive of the value of any improvements made by Grantor, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds. Grantee shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein.

D. Grantor/Grantee Cooperation Regarding Public Action.

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds

shall be distributed between the Grantor and Grantee in shares equal to such proportionate value as set forth in Paragraph VI.B. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds like a continuing trust in a manner consistent with the conservation values set forth herein.

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 Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Execution of Instruments.

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction. The Grantor on behalf of themselves and their successors and assigns appoint the Grantee their attorney-in-fact to execute, acknowledge and deliver any such instruments on their behalf. Without limiting the foregoing, the Grantor and their successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit.

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

IX. Subsequent Transfers:

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Premises including a leasehold interest, and to notify the Grantee within twenty (20) days of such transfer. Failure to do

either of the above shall not impair the validity or enforceability of this Conservation Restriction.

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

X. Estoppel Certificates:

Upon request by the Grantor, the Grantee shall within thirty (30) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance with any obligation of the Grantor contained in this Conservation Restriction.

XI. Effective Date:

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

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 a non-fee owner to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

XIII. Notices:

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

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

To Grantee: Town of Acton Conservation Commission
Attn: Conservation Commission Administrator

472 Main Street
Acton, MA 01720

or to such other address as any of the above parties shall designate from time to time by written notice to the other, or that is reasonably ascertainable.

XIV. General Provisions:

A. Controlling Law

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

B. Liberal Construction

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purposes of Massachusetts General Laws Chapter 184, Sections 31-33. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. 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.

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.

II. Subordination

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

XVI. Amendment:

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the General Laws of Massachusetts. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall be granted only in extraordinary circumstances, shall be approved by the Secretary of Energy and Environmental Affairs and if applicable, shall comply with the provisions of Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, and any gifts, grants or funding requirements. Any such amendment shall be approved by the parties herein and recorded in the Middlesex South District Registry of Deeds.

Attached hereto and incorporated herein are the following:

Signatures:

Grantor, Pulte Homes of New England, LLC
Town of Acton, acting by and through the Conservation Commission
Approval and Acceptance of the Selectmen of the Town of Acton

Exhibits:

Exhibit A: Legal Description of the Premises with attached "sketch plan"

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

(The remainder of this page has been intentionally left blank.)

Executed under seal this 12th day of August, 2015.

Pulte Homes of New England LLC

By: 

Name: Reid Blute

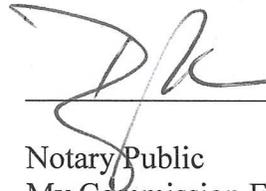
Title: Authorized Signatory

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 12th day of August, 2015, before me, the undersigned notary public, personally appeared Reid Blute, Authorized Signatory of Pulte Homes of New England LLC, proved to me through satisfactory evidence of identification, which was personal knowledge of undersigned to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose, and that he has authority to sign as Authorized Signatory of Pulte Homes of New England LLC.





Notary Public

My Commission Expires: 12/2/16

ACCEPTANCE OF GRANT
By
CONSERVATION COMMISSION

The above Conservation Restriction from Pulte Homes of New England LLC is accepted at a public meeting this 19 day of August, 2015. The Acton Conservation Commission accepts this conservation restriction in accordance with M.G.L. c. 40, § 8c.

ACTON CONSERVATION
COMMISSION



Terry Maitland, Chair

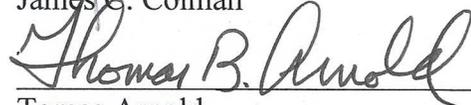
William Froberg



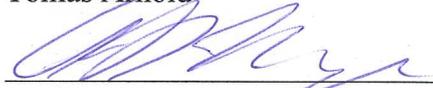
Paula Goodwin



James C. Colman



Tomas Arnold



Andrew D. Magee



Amy Green

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

August 19, 2015

On this 19 day of August, 2015, before me, the undersigned notary public, personally appeared

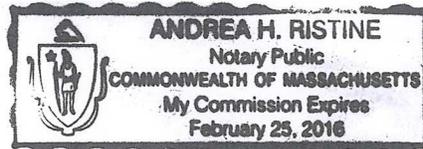
Acton Conservation Commission
Terry Maitland, Chairman

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

Andrea Ristine

Notary Public:

My Commission Expires:



APPROVAL OF SELECTMEN

We, the undersigned Board of Selectmen of Acton, Massachusetts, hereby certify that at a public meeting held on Sept. 8, 2015, the Selectman voted to accept the foregoing Conservation Restriction from Pulte Homes of New England LLC to the Town of Acton pursuant to M.G.L. c. 40 Section 8C and approve pursuant to M.G.L. c. 184 Section 32.

TOWN OF ACTON
BOARD OF SELECTMEN

Katie Green
Katie Green, Chair

Janet K. Adachi
Janet K. Adachi

Peter J. Berry
Peter J. Berry

Frances J. Osman
Frances J. Osman

Chingsung Chang
Chingsung Chang

COMMONWEALTH OF MASSACHUSETTS

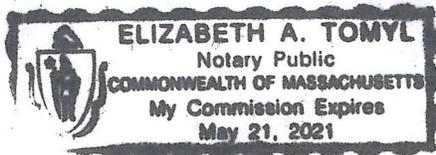
Middlesex, ss.

Sept. 8, 2015

On this 8 day of September, 2015, before me, the undersigned notary public, personally appeared

Katie Green, Janet K. Adachi, Peter J. Berry, Frances J. Osman

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



Elizabeth A. Tomyl
Notary Public: Elizabeth A. Tomyl
My Commission Expires: 5/21/21

APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss. _____, 2015

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

Dated: 9/17, 2015



Name:
Secretary of Energy and
Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss. September 17, 2015

On this 17 day of September, 2015, before me, the undersigned notary public, personally appeared

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



Notary Public:
My Commission Expires: 08/06/2021

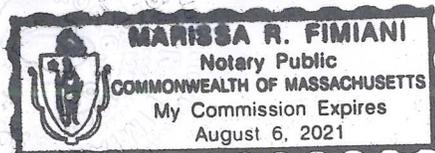


Exhibit A

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

