Grantor: Town of Acton Conservation Commission
Grantee: Acton Conservation Trust
Address: 193 Nagog Hill Road, Acton, MA 01720
For Title See: Book 50251 at Page 161

Conservation Restriction

TOWN OF ACTON, CONSERVATION COMMISSION

CONSERVATION RESTRICTION

ON "THE GROENER LAND"
TO
ACTON CONSERVATION TRUST

I. GRANTOR CLAUSE:

We, the Town of Acton Conservation Commission, by authority of M.G.L. Chapter 40 section 8C and M.G.L. Chapter 44B ("Grantor"), acting pursuant to Sections 31, 32 and 33 of Chapter 184 of the General Laws, grant, with quitclaim covenants for nominal consideration, to the Acton Conservation Trust, a Massachusetts non-profit land trust having an address of P.O. Box 658, Acton, Massachusetts 01720 and its permitted assigns ("Grantee"), in perpetuity and exclusively for conservation purposes, the following described Conservation Restriction on a parcel of land located in the Town of Acton, Massachusetts, constituting approximately 12.506 acres, said parcel being described in a deed recorded in the Middlesex Registry of Deeds (the "Registry") in Book 50251 at Page 161 and shown as Lot 3B on a plan of land entitled "Plan of Land in Acton, Mass. Owned by E. John & Jill Groener" dated May 18, 2007, recorded in the Registry as Plan 1136 of 2007, a copy of which is attached hereto as Exhibit A (hereinafter referred to as the "Premises").

II. PURPOSES:

The acquisition and protection of the Premises has been made possible by funds generated in accordance with the Community Preservation Act (M.G.L. Chapter 44B) ("CPA"), and said act requires the Premises to be protected with a perpetual conservation restriction. The purposes of this Conservation Restriction, given in compliance with the CPA requirements, are (a) to assure that while permitting certain acts and uses described in Section III.B herein, the Premises will be subject to the prohibitions described in Section III.A hereof so that the Premises are retained in perpetuity in a natural, scenic, and open condition for wildlife conservation, native habitat protection, associated public recreation and other conservation uses consistent with and subject to the protections of Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, and (b) to prevent any use of the Premises that will materially impair or

Property Address: 193 Nagog Hill Road, Acton, MA 01720

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interfere with the conservation values thereof. The conservation and permanent protection of the Premises will yield a significant public benefit, including the following:

1. The Premises contain unusual, unique or outstanding qualities, the protection of which in their predominately natural, vegetated or open condition will be of benefit to the public. The Premises are comprised of approximately twelve and one-half (12.5) acres and consist of approximately eight (8) acres of oak and maple upland forest and four (4) acres of red maple forested wetlands.

2. Protection of the Premises will permit maintenance of crucial wildlife habitat, wetlands and other important ecosystems. The Premises are located within a prime biodiversity area identified in the 2000 *SuAsCo Biodiversity Protection and Stewardship Plan* (Francis H. Clark).

3. Lying within the watershed of Nashoba Brook, the largest tributary of the Assabet River, the Premises provide protection for ground and surface waters.

4. The Premises abut the Town of Acton's Nagog Hill Conservation Area, making the Premises part of a network of over 500 acres of protected land including land owned by the water departments of the Towns of Acton and Concord that protect Nagog Pond, an important drinking water source.

5. The Premises will provide opportunities for passive recreation for the general public.

6. The Premises, with its stone walls and glacial erratics, will preserve a site of potentially historic value for direct preservation of historic or archeological resources.

A conservation restriction on the Premises is consistent with the goals and objectives set forth in the Town of Acton 2002-2007 Open Space and Recreation Plan, Section 12(a) of the CPA, and the Acton Annual Town Meeting vote on April 10, 2007. A copy of the Town Meeting vote approving the purchase and preservation of the Premises has been recorded at the Registry in Book 50251, Page 161.

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

A. Prohibited Acts and Uses. Subject to the exceptions set forth in Paragraph B below, the Grantor will neither perform nor allow others to perform the following acts and uses which are prohibited on, above and under the Premises:

1. Constructing or placing of any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, septic systems, fences, asphalt or concrete pavement, sign, billboard or other advertising display, antennas, utility poles, towers,

windmills, solar panels, conduits, lines or other temporary or permanent structures, utilities, or facilities, or improvements of any kind, except for constructing, repairing or maintaining boardwalks, bridges or other trail related structures deemed necessary or desirable in Grantor's reasonable discretion;

2. Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit except as necessary for proper soil conservation and then only in a manner which does not impair the purposes of this Conservation Restriction and after consultation with and approval by the Grantee;

3. Placing, filling, storing or dumping on the Premises of soil, grass clippings, compost, yard debris or other substances on the ground or dumping or placing of vehicle bodies or parts, junk, trash, refuse, solid or chemical waste, or any materials whatsoever or the installation of underground storage tanks;

4. Cutting, removing, harvesting or otherwise destroying trees, shrubs, grasses or other vegetation, including leaf litter, unless otherwise permitted in Paragraph B below;

5. The conveyance of a part or portion of the Premises alone, or the division or subdivision of the Premises (as compared to the conveyance of the Premises in its entirety which shall be permitted) without the prior written consent of Grantee, but in no event shall any portion of the Premises be used towards building requirements on this or any other parcel;

6. Activities detrimental to wildlife habitat, drainage, flood control, water conservation, water quality, archeological conservation, erosion control or soil conservation;

7. The use, temporary or permanent parking, or storage of motorcycles, motorized trail bikes, snowmobiles and all other motor vehicles, except as necessary for fire, police, ambulance or other governmental agents to carry out their lawful duties, as necessary for the mobility of persons with disabilities and as reasonably necessary in exercising any of the reserved rights in Section III.B;

8. In no event shall the Premises be used for commercial recreational activities in compliance with I.R.C. Section 2031(8)(B) or any successor statute or regulation; or,

9. Any other activity on or use of the Premises that is inconsistent with the purposes of this Conservation Restriction or which would

materially impair other significant conservation values unless such use or activity is necessary in an emergency for the protection of the conservation values that are subject to this Conservation Restriction.

B. Reserved Rights. All acts and uses not prohibited in Section III.A. are permissible, provided that such acts and uses do not materially impair the purposes of this Conservation Restriction or other significant conservation interests. The following acts and uses, otherwise prohibited in Section III. A., are permitted, but only if such uses and activities do not materially impair the Purposes of this Conservation Restriction.

1. Recreational Activities. Hiking, horseback riding, cross-country skiing and other non-motorized outdoor recreational activities that do not materially alter the landscape and do not degrade environmental quality.

2. Vegetation Management. In accordance with generally accepted land conservation and management practices, removing of brush, selective *de minimis* pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage.

3. Public Access/Trails. The maintenance for public use purposes of (a) the presently existing unpaved trails located on the Premises substantially in their present location and condition, as shown on Exhibit X, or (b) new trails, including without limitation boardwalks, bridges and other trail-related structures when necessary or desirable in Grantor's reasonable discretion, as reasonably necessary for the uses permitted herein as further described and in accordance with the terms hereof. All new trails shall be subject to the approval of Grantee as provided in Section III (D) hereof.

4. Non-native or nuisance species. The removal of non-native or invasive species, the planting of native species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality.

5. Composting. The stockpiling and composting of stumps, trees and brush limbs and similar biodegradable materials originating on the Premises, provided that such stockpiling and composting is in locations where the presence of such activities will not have a deleterious impact on the purposes (including scenic values) of this Conservation Restriction.

6. Wildlife Habitat Improvement. Subject to the approval of Grantee as provided in Section III.D, measures designed to restore native

biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species including selective planting of native trees, shrubs and plant species.

7. Archaeological Investigations. The conduct of archaeological activities, including without limitation survey, and other related activities, following submission of an archaeological field investigation plan and its approval in writing by Grantee and the State Archaeologist of the Massachusetts Historical Commission (or appropriate successor official).

8. Signs. The erection, maintenance and replacement of signs by the Grantor or Grantee identifying Grantee as holder of the Conservation Restriction and Grantor as owner of the Premises and educating the public about the conservation values protected and uses allowed.

9. Permitted Vehicles. Use of vehicles necessary for public safety (i.e., fire, police, ambulance, other government agents) in carrying out their lawful duties and vehicles used for activities permitted by this Conservation Restriction.

C. Governmental Permits. The exercise of any right reserved or permitted under this Paragraph B shall be in compliance with the then-current Zoning Bylaw of the Town of Acton, the Wetlands Protection Act (M.G.L. Ch. 131, Sec. 40), and all other applicable federal, state and local laws. The inclusion of any reserved or permitted right in this Paragraph B that requires approval from a public agency does not imply that the Grantor 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 II.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. LEGAL REMEDIES OF THE GRANTEE:

A. Legal and Injunctive Relief. The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to its condition prior to the time of the injury complained of (it being agreed that the Grantee 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.

B. Reimbursement of Costs of Enforcement. The 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.

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. If the parties determine in their reasonable discretion that restoration of the Premises is feasible, the parties will cooperate to restore the Premises.

V. ACCESS:

The Grantee and its representatives are hereby granted 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. The Grantor also grants to the Grantee, after thirty (30) days written notice of a violation from Grantee to Grantor 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, abate or enforce any violation hereof, including but not limited to the right to perform a survey of boundary lines and to take enforcement actions against third party violations of the provisions of this Restriction.

The Grantor will be granting to the Grantee in a separate easement a right of access across Grantor's land lying northerly and adjacent to the Premises and Nagog Hill Road.

VI. EXTINGUISHMENT:

A. Grantee's Receipt of Property and Development Rights. The Grantor(s) and the Grantee agree that the granting of this Conservation Restriction gives rise for all purposes 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 bears to the value of the unrestricted Premises.

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 or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds equal to such proportionate value, subject, however, to any applicable law which expressly provides for a different disposition of proceeds, and only after complying with the terms of any gift, grant, or funding requirements, including MGL c. 44B (CPA statute).

C. 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(s) and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action.

D. Allocation of Expenses upon Disposition. All related expenses incurred by the Grantor(s) and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor(s) and Grantee in shares equal to such proportionate value, subject, however to any applicable law which expressly provides for a different disposition after complying with the terms of any gift, grant, or funding requirements including MGL c. 44B.

E. Continuing Trust of Grantee's Share of Proceeds of Conservation Restriction Disposition. The Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes of this grant.

VII. 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. Without limiting the foregoing, the Grantor agrees to execute any such instruments reasonably requested by the Grantee.

C. Running of the Benefit. The benefits of this Conservation Restriction shall be in gross and shall not be assignable by the Grantee, except in the following instances and from time to time:

1. As a condition of any assignment, the Grantee requires that the purpose of this Conservation Restriction continue to be carried out; and

2. The assignee, at the time of assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and under Section 32 of Chapter 184 of the General Laws as an eligible donee to receive this Conservation Restriction directly; and

3. Grantee complies with the provisions of Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

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 the Grantor divests itself of any interest in all or a portion of the Premises, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. Failure of the Grantor to do so shall not impair the validity of this Conservation Restriction or limit its enforceability in any way.

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. EFFECTIVE DATE:

This Conservation Restriction shall be effective when the Grantor(s) 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 the Middlesex South Registry of Deeds.

XII. RECORDATION:

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

XIII. TERMINATION OF RIGHTS AND OBLIGATIONS:

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

XIV. MISCELLANEOUS:

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

B. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the Purposes of this Conservation 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 Purposes of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

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

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

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

F. Pre-existing Rights of the Public. Approval of this Conservation Restriction pursuant to M.G.L. Chapter 184, Section 32 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.

G. Counterparts. This Conservation Restriction may be executed in counterparts and shall constitute a single agreement.

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

I. Non-Waiver. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

J. Boundary Dispute. In the event of a dispute over the boundaries of the Premises, Grantor shall be responsible for a survey and placing permanent boundary markers.

K. No 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 in accordance with Paragraph VII above (if necessary to avoid merger), to ensure that merger does not occur.

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

To Grantor:	Town of Acton Conservation Commission 472 Main Street Acton, MA 01720
With a copy to:	Town Manager 472 Main Street Acton, MA 01720
To Grantee:	Acton Conservation Trust P.O. Box 658 Acton, MA 01720

[SIGNATURES FOLLOW ON NEXT PAGE]

Executed under seal this 15th day of January, 2014.

TOWN OF ACTON
CONSERVATION COMMISSION

Terry Maitland

Terry Maitland, Chair

William Froberg

William Froberg

Theresa Porfante-Lyle

Theresa Porfante-Lyle

James C. Colman

James Colman

Thomas B. Arnold

Andy Magee

Amy Green

{A0222110.1 }

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On Jan 15, 2014, before me, the undersigned notary public, personally appeared Terry MacHard, proved to me through satisfactory evidence of identification, which was Known to me, 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 as a Member of the Town of Acton Conservation Commission.

ANDREA H. RISTINE
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
February 25, 2016

Andrea H. Ristine
Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On Jan. 15, 2014, before me, the undersigned notary public, personally appeared William Froberg, proved to me through satisfactory evidence of identification, which was Known to me, 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 as a Member of the Town of Acton Conservation Commission.

ANDREA H. RISTINE
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
February 25, 2016

Andrea H. Ristine
Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On Jan 15, 2014, before me, the undersigned notary public, personally appeared T. Lyle Portante, proved to me through satisfactory evidence of identification, which was Known to me, 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 as a Member of the Town of Acton Conservation Commission.

Andrea H. Ristine
Notary Public
My commission expires:

ANDREA H. RISTINE
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
February 25, 2016

{A0222110.1 }

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On Jan 15, 2014, before me, the undersigned notary public, personally appeared James Colman, proved to me through satisfactory evidence of identification, which was known to me 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 as a Member of the Town of Acton Conservation Commission.

ANDREA H. RISTINE
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
February 25, 2016

Andrea H. Ristine
Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On Jan 15, 2014, before me, the undersigned notary public, personally appeared Amy Green, proved to me through satisfactory evidence of identification, which was known to me, 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 as a Member of the Town of Acton Conservation Commission.

ANDREA H. RISTINE
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
February 25, 2016

Andrea H. Ristine
Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On _____ ___, 2014, before me, the undersigned notary public, personally appeared _____, 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/she signed it voluntarily for its stated purpose as a Member of the Town of Acton Conservation Commission.

_____
Notary Public
My commission expires:

{A0222110.1 }

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On _____ ___, 2014, before me, the undersigned notary public, personally appeared _____, 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/she signed it voluntarily for its stated purpose as a Member of the Town of Acton Conservation Commission.

_____

Notary Public

My commission expires:

ACCEPTANCE OF GRANT

The above Conservation Restriction is accepted this 26th day of DECEMBER, 2013.

Acton Conservation Trust

Susan Mitchell-Hardt President

Susan Mitchell-Hardt, President
Hereunto duly authorized

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 26th day of December, 2013, 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 driver's license, 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.

Lynne A. Davidson

Notary Public
My commission expires: 8-20-15

LYNNE A. DAVIDSON
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
August 20, 2015

{A0222110.1 }

APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction to the Trustees of the Acton Conservation Trust has been approved in the public interest pursuant to M.G.L. Ch. 184, Sec. 32.

Date: _____, 2014

_____
Richard K. Sullivan, Jr.
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this ____ day of _____, 2014, before me, the undersigned notary public, personally appeared Richard K. Sullivan, Jr., Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, proved to me through satisfactory evidence of identification, _____, 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.

_____
Notary Public
My commission expires:

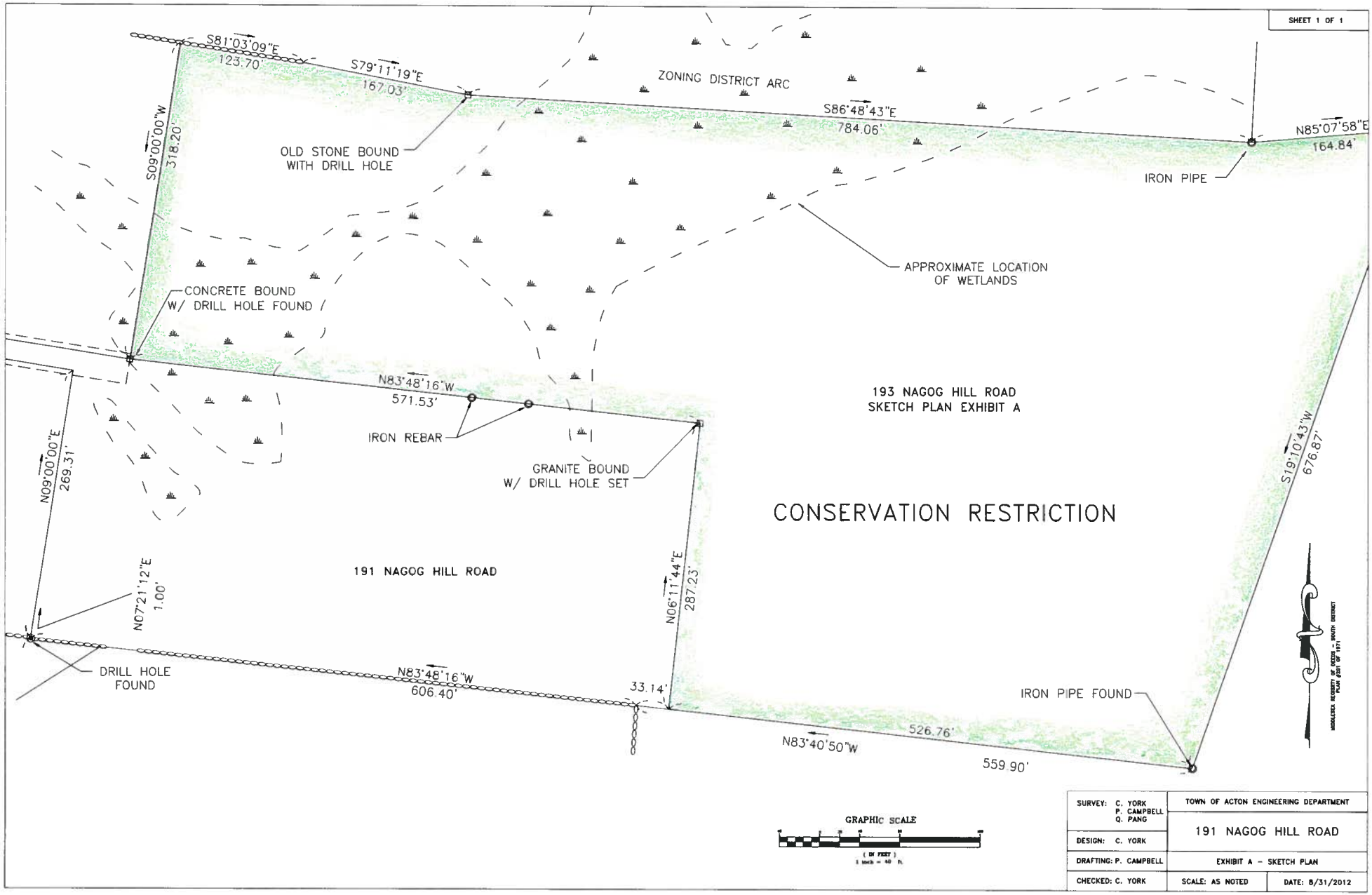
SHEET 1 OF 1
S81°03'09"E
123.70'
S79°11'19"E
167.03'
ZONING DISTRICT ARC
S86°48'43"E
784.06'
N85°07'58"E
164.84'
S09°00'00"W
318.20'
OLD STONE BOUND
WITH DRILL HOLE
IRON PIPE
APPROXIMATE LOCATION
OF WETLANDS
CONCRETE BOUND
W/ DRILL HOLE FOUND
N83°48'16"W
571.53'
193 NAGOG HILL ROAD
SKETCH PLAN EXHIBIT A
IRON REBAR
GRANITE BOUND
W/ DRILL HOLE SET
N09°00'00"E
269.31'
CONSERVATION RESTRICTION
S19°10'43"W
676.87'
191 NAGOG HILL ROAD
N07°21'12"E
1.00'
N06°11'44"E
287.23'
DRILL HOLE
FOUND
N83°48'16"W
606.40'
33.14'
IRON PIPE FOUND
526.76'
N83°40'50"W
559.90'
GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft.
SURVEY: C. YORK
P. CAMPBELL
Q. PANG
DESIGN: C. YORK
DRAFTING: P. CAMPBELL
CHECKED: C. YORK
TOWN OF ACTON ENGINEERING DEPARTMENT
191 NAGOG HILL ROAD
EXHIBIT A – SKETCH PLAN
SCALE: AS NOTED
DATE: 8/31/2012

Exhibit A
Sketch Plan
(to be attached)