

Middlesex South Registry of Deeds

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Document Number	: 79002
Document Type	: REST
Recorded Date	: July 18, 2024
Recorded Time	: 03:26:05 PM
Recorded Book and Page	: 83021 / 237
Number of Pages(including cover sheet)	: 35
Receipt Number	: 3013722
Recording Fee	: \$105.00

Middlesex South Registry of Deeds
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Cambridge, MA 02141
617-679-6300
www.middlesexsouthregistry.com

GRANTOR: Water Supply District of Acton,
Massachusetts

GRANTEE: Conservation Commission, Town of
Acton, Massachusetts and Sudbury Valley Trustees,
Inc.

ADDRESS OF PREMISES: 549 Main Street, Acton,
Massachusetts 01720

FOR GRANTOR'S TITLE SEE: Middlesex South
Registry of Deeds at Book 82287, Page 351 and
Book 82287, Page 356.

GRANT OF CONSERVATION RESTRICTION

I. STATEMENT OF GRANT

The **Water Supply District of Acton**, a Massachusetts water district established by enabling act, Chapter 326 of the Acts of 1912, as amended, with a principal place of business at 693 Massachusetts Avenue, Middlesex County, Acton, Massachusetts 01720, being the sole owner of the Premises as defined herein, constituting all of the owners of the Premises as defined herein, for its successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grant, with QUITCLAIM COVENANTS, to the **Town of Acton**, a municipal corporation, with a principal place of business at the Town Hall, 472 Main Street, Middlesex County, Acton, Massachusetts 01720, acting by and through its Select Board and Conservation Commission by authority of Section 8C of Chapter 40 of the Massachusetts General Laws, their permitted successors and assigns ("Primary Grantee") and to **Sudbury Valley Trustees, Inc.**, a Massachusetts non-profit corporation having an address of 18 Wolbach Road, Middlesex County, Sudbury, Massachusetts 01776, their permitted successors and assigns ("Secondary Grantee"), for consideration of One Million Dollars (\$1,000,000), the receipt and sufficiency of which is hereby acknowledged, IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on land located in Acton, Massachusetts containing the entirety of a 56.85-acre parcel of land ("Premises"), which Premises is more particularly described in **Exhibit A** and shown in the attached sketch plan in **Exhibit B**, both of which are incorporated herein and attached hereto. As used herein, the terms "Grantee" and "Grantees" shall refer to the Primary Grantee and the Secondary Grantee collectively.

The Conservation Restriction was acquired utilizing, in part, Community Preservation Act funds pursuant to Chapter 44B of the Massachusetts General Laws, which funds were authorized for such purposes by a vote of the Acton Town Meeting held on May 1, 2023, an attested copy of which vote is attached hereto as Exhibit C (the "CPA Vote"). Pursuant to Section 12(b) of Chapter 44B of the Massachusetts General Laws, the Conservation Restriction is under the care, custody, and control of the Conservation Commission of the Town of Acton.

The fee interest in the Premises was acquired utilizing, in part, assistance from the Drinking Water Supply Protection program, pursuant to Chapter 312 of the Acts of 2008, § 2A, 2200-7017 and Chapter 209 of the Acts of 2018, § 2A, 2000-7072, and therefore the Premises is subject to a Project Agreement recorded with Middlesex South Registry of Deeds at Book 82287, Page 358.

II. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purposes of this Conservation Restriction (“Purposes”) are to ensure that the Premises will be maintained in perpetuity in its natural, scenic, historic, and/or open condition and available for, forestry use, passive outdoor recreational use, and public water supply use, and to prevent any use or change that would materially impair the Conservation Values (as defined below).

The Conservation Values protected by this Conservation Restriction include the following:

- Open Space. The Premises comprise part of a scenic landscape associated with a natural, undisturbed environment. The open space conservation land protected under this Conservation Restriction is an important public resource. The Premises contribute to the protection of the scenic, historic, and natural character of Nashoba Brook; the National Register of Historic Places listed Isaac Davis Trail, Brook Street, Main Street, and adjacent open spaces. Brook Street and the Isaac Davis Trail are designated as scenic roads under the Town of Acton Scenic Road Bylaw. The protection of the Premises will enhance the open-space value of these and nearby lands. The Premises abuts or is proximate to land already conserved, including public water supply properties owned by the Grantor, the Bruce Freeman Rail Trail, Morrison Farm, and the Massachusetts Division of Fisheries and Wildlife Whittier Wildlife Management Area.
- Floodplain. A portion of the Premises lies within the 100-year floodplain of the Nashoba Brook. The protection of this floodplain will ensure the continued availability of this flood storage during major storm events.
- Soils and Soil Health. The Premises includes a combined majority of Prime Farmland, Farmland of Statewide Importance and Prime Forest Land as identified by the USDA Natural Resources Conservation Service. The protection of the Premises will promote healthy soils and healthy soils practices as such terms are defined in Chapter 358 of the Acts of 2020, which added definitions of these terms to Section 7A of Chapter 128 of the Massachusetts General Laws.
- Wildlife Habitat. The Premises includes areas designated by the MA Division of Fisheries and Wildlife acting by and through its Natural Heritage and Endangered Species Program (NHESP) as “Priority Habitats of Rare Wildlife” and “Estimated Habitats of Rare Wildlife”, the protection of which aligns with NHESP’s wildlife and habitat protection objectives. The Premises also includes two potential vernal pools.

- Public Access. Public access to the Premises will be allowed for passive outdoor recreation, education, and nature study. The Premises abut approximately seven hundred forty (740) linear feet of the Bruce Freeman Rail Trail, a twenty-five (25)-mile long rail trail currently connecting the communities of Lowell, Chelmsford, Westford, Carlisle, Acton, and Concord, and which will eventually include the communities of Sudbury, and Framingham. The Isaac Davis Trail bisects the Premises, linking the Bruce Freeman Rail Trail on the eastern side of the Premises to the sidewalks of Main Street on the western side of the Premises.
- Biodiversity. The Premises include a wide range of habitat types, including but not limited to upland deciduous and evergreen forests, meadowlands, bordering vegetated and isolated wetlands, vernal pools, and a perennial stream, and contributes to both upland and wetland wildlife corridors through adjacent and nearby protected lands. As such, the Premises allow for and support a significantly biodiverse environment.
- Habitat Connectivity and Ecosystem Integrity. The Premises includes areas identified by the UMass Conservation Assessment and Prioritization System (CAPS) as including Habitat of Potential Regional or Statewide Importance and having an Index of Ecological Integrity in the top 50 percent statewide. The identified area includes the wetlands and buffer zones of Nashoba Brook on the eastern side of the Premises. CAPS measures the ecosystem integrity of land and can be used to demonstrate the value of land as having outstanding unfragmented habitat value.
- Water Quality and Quantity. In its undeveloped condition the Premises represents a source of uncontaminated groundwater recharge and a source of uncontaminated streamflow in Nashoba Brook via groundwater discharge and surface runoff. Protection of the undeveloped site will maintain water quality and quantity for public drinking water. Protection of the riparian corridor will help maintain water quality and baseflow critical to aquatic life.
- Wetlands. The multiple regulated wetland resources on the Premises, including but not limited to, Land Under Water Bodies (river), Inland Bank, Riverfront Area, Land Subject to Flooding, Bordering Vegetated Wetlands, and possible Vernal Pools, provide valuable habitat for a diverse array of wildlife species as well as provide the many other public benefits of wetlands protection recognized by the Commonwealth of Massachusetts (Section 40 of Chapter 131 of the Massachusetts General Laws) and the Town of Acton Wetland Protection Bylaw.
- Indigenous Cultural Landscape. The Premises has a long land use history, including many stone structures of both historic and potential Indigenous origin.
- Working Forest Land. The protection of the Premises will ensure that the open fields and forests contained on the Premises will be permanently available for forestry that is consistent with the Purposes.

- Climate Change Resiliency. The Premises is identified as an area of primarily “Average or Medium Resilience,” some “Slightly More Resilient” and some “Slightly Less Resilient Terrestrial Resilience according to The Nature Conservancy’s (TNC) Resilient Land Mapping Tool, including primarily “Above Average Flow,” “Slightly Above Average Flow” and “Average Flow” Connectivity and Climate Flow. TNC’s Resilient Land Mapping Tool was developed in order to map ‘climate-resilient’ sites that are ‘more likely to sustain native plants, animals, and natural processes into the future.’ The protection of these climate resilient sites is an important step in both reducing human and ecosystem vulnerability to climate change and adapting to changing conditions.
- Consistency with Clearly Delineated Federal, State, or Local Governmental Conservation Policy. The acquisition and preservation of open space is consistent with the *Acton 2020 Comprehensive Community Plan*, *The Town of Acton Open Space and Recreation Plan 2014 – 2021*, and the *1998 Town of Acton Master Plan Update*. The *Acton 2020 Community Plan* approved at the April 2012 Town Meeting identifies the preservation of open space as a major goal. Specifically, the Plan states that a key goal is to “*protect, acquire, and improve open space for conservation, farming, and recreation.*” The *Town of Acton Open Space and Recreation Plan 2014 - 2021* identified three specific goals: the preservation of the remaining elements of Acton’s rural lands, environmental protection, and improved recreational opportunities. These goals specifically reference the protection of existing open fields and meadows, the preservation of forests, and the support of local farms and farming. The Plan includes a prioritized list of critical parcels to protect in town and the Premises received the highest Plan ranking.

Conservation of the Premises is also consistent with the Statewide Comprehensive Outdoor Recreation Plan (SCORP), which has goals to both “Improve access for underserved population” (Goal 1), as the project services the Town of Acton, portions of which have been identified as environmental justice communities and to “Support the state-wide trail initiative” (Goal 2), as this project will ensure continued access to a well-used trail system by permanently protecting critical links in the trail network.

- Heritage Landscape Inventory. The portions of the Premises encompassing the Nashoba Brook and Brook Street corridors lie within a Massachusetts Department of Conservation and Recreation (“DCR”) Priority Heritage Landscape, as determined by the DCR Heritage Landscape Inventory of 2012. Heritage Landscapes are vital to the history, character, and quality of life of communities. Heritage landscapes are the result of human interaction with the natural resources of an area, which influence the use and development of land and contain both natural and cultural resources, such as cemeteries, parks, estates, and agricultural properties.
- Historic and Archaeological Resources. Conservation and appropriate management of the Premises has an important public benefit by preserving historic and archeological resources within the Premises.

- Water Supply. The Grantor, pursuant to its enabling act (Ch. 326 of the Acts of 1912), has operated and currently operates a public water supply system within the Town of Acton, supplying water to the residents and businesses thereof. Two of the Grantor's public water supply well sites, known as the Conant 1 (PWS 2002000-02G) and Conant 2 (PWS 2002000-14G thru 18G) wells, are located off Main Street and are protected by the Town of Acton's Groundwater Protection District ("GPD") Zone 1 and Zone 2 areas that extend onto the Premises.

The Grantor has installed two deep bedrock wells, identified as Conant wells D and A on the Premises, as shown on the sketch plan in Exhibit B, and a third bedrock well, identified as Well E on the adjacent parcel owned by the Grantor, as shown in Exhibit D, which is attached hereto and included herein. The Town of Acton's GPD Zone 1 and Zone 2 areas for wells D and E will encompass the entire Premises and beyond.

The Massachusetts Department of Environmental Protection ("MassDEP") Zone I and Zone II of wells D and E, as submitted for new source approval in 2021, will encompass the entire Premises and beyond. The MassDEP Zone I for wells D and E is shown in Exhibit D. The MassDEP Zone II for the Conant 1 and Conant 2 wells also extend on to the Premises. The protection of the Premises is critical to maintaining the existing public drinking water supply wells and expanding the public drinking water supply.

III. PROHIBITED and PERMITTED ACTS AND USES

A. Prohibited Acts and Uses

The Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

1. Structures and Improvements. Constructing, placing, or allowing to remain any temporary or permanent structure including without limitation any building, tennis court, landing strip, mobile home, swimming pool, playing field, asphalt or concrete pavement, graveled area, roads, sign, fence, gate, billboard or other advertising, antenna, utilities or other structures, utility pole, tower, lights, solar panel, solar array, conduit, line, septic or wastewater disposal system, storage tank, or dam;
2. Extractive Activities/Uses. Mining, excavating, dredging, withdrawing, or removing soil, loam, peat, gravel, sand, rock, surface water, ground water, or other mineral substance or natural deposit, or otherwise altering the topography of the Premises;
3. Disposal/Storage. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings, liquid or solid waste or other substance or material whatsoever;
4. Adverse Impacts to Vegetation. Cutting, removing, or destroying trees, shrubs, grasses or other vegetation;

5. Adverse Impacts to Water, Soil, and Other Features. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, natural habitat, archaeological conservation, or ecosystem function;
6. Introduction of Invasive Species. Planting or introducing any species identified as invasive by the Massachusetts Invasive Plant Advisory Group or identified as invasive in such recognized inventories as the Massachusetts Introduced Pests Outreach Project, the Northeast Aquatic Nuisance Species Panel, or other such inventories, and any successor list as mutually agreed to by Grantor and Grantee;
7. Motor Vehicles. Using, parking, or storing motorized vehicles, including motorcycles, mopeds, e-bikes, all-terrain vehicles, off-highway vehicles, motorboats or other motorized watercraft, snowmobiles, launching or landing aircraft including drones and model airplanes, or any other motorized vehicles, acknowledging that vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) may have a legal right to enter the Premises;
8. Subdivision. Subdividing or conveying a part or portion of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), it being the Grantor's and Grantee's intention to maintain the entire Premises under unified ownership;
9. Use of Premises for Developing Other Land. Using the Premises towards building or development requirements on this or any other parcel;
10. Adverse Impacts to Stone Walls, Boundary Markers. Disrupting, removing, or destroying stone walls, granite fence posts, or any other boundary markers, or the disturbance of the land and stone walls within fifty feet of the centerline of the Isaac Davis Trail (the "Isaac Davis Trail Corridor");
11. Agricultural Activities. Conducting any agricultural activities on the Premises, including animal husbandry and horticulture as defined herein:
 - i. *Animal Husbandry.* Raising animals, including but not limited to dairy cattle, beef cattle, poultry, sheep, swine, horses, ponies, mules, and bees, for the purpose of using, consuming, or selling such animals or product derived from such animals;
 - ii. *Horticulture.* Cultivating fruits, vegetables, berries, nuts, and other foods for human consumption or for feed for animals, nursery or greenhouse products, or any commercial or community based gardening;
12. Domesticated Animals. The introduction or entry onto the Premises of domesticated animals, including but not limited to horses, ponies, mules, donkeys, dogs, and cats for recreation, show, training, commercial, or other activities, including, whether on leash or at-large, the riding or walking of horses and the walking of dogs;

13. Residential or Industrial Uses. Using the Premises for residential or industrial purposes;
14. Inconsistent Uses. Using the Premises for commercial or public purposes that are inconsistent with the Purposes or that would materially impair the Conservation Values or pose a threat to the public water supply and its distribution, or for any other uses or activities that are inconsistent with the Purposes or that would materially impair the Conservation Values;
15. Certain Outdoor Passive Recreational Activities. Using the Premises for camping or fishing, canoeing and other non-motorized boating, swimming, and ice-skating. Using the Premises for access to Nashoba Brook for the purposes of fishing, canoeing and other non-motorized boating, motorized boating, swimming, and ice-skating, or other water-based activities.

B. Permitted Acts and Uses

Notwithstanding the Prohibited Acts and Uses described in Paragraph III.A., the Grantor may conduct or permit the following acts and uses on the Premises, provided they do not materially impair the Purposes and/or Conservation Values or conflict with the MassDEP Zone I regulations except for passive recreational activities that MassDEP has approved in writing, which the Grantor may conduct or permit anywhere on the Premises. In conducting any Permitted Act and Use, Grantor shall minimize impacts to the Conservation Values to ensure any such impairment thereto is not material.

1. Vegetation Management. Maintaining vegetation, including pruning, trimming, cutting, and mowing, and removing brush, all to prevent, control, and manage hazards, disease, insect or fire damage, and/or in order to maintain the condition of the Premises as documented in the Baseline Report (see Paragraph XV.). Preserving the present condition of the Premises by maintaining the Open Meadow as shown on Exhibit B, open field vistas, woods, roads, stonewalls, fencelines, and trails, all as documented and delineated in the Baseline Report;
2. Non-native, Nuisance, or Invasive species. Removing non-native, nuisance, or invasive species, interplanting native species, and controlling species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
3. Composting. Stockpiling and composting stumps, trees, brush, limbs, and similar biodegradable materials originating on the Premises provided that such stockpiling and composting, does not encroach upon the historic and archeological resources of the Premises, and does not materially impair the Purposes or Conservation Values;
4. Natural Habitat and Ecosystem Improvement. With prior written approval of the Grantee, conducting measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat (including installation of bird

boxes), ecosystem function, or rare or endangered species including planting native trees, shrubs, and other vegetation;

5. Indigenous Cultural Practices. With prior written approval of the Grantee, allowing indigenous peoples to:
 - a. Conduct cultural land ceremonial uses. Cultural practices are defined, for the purposes of this Conservation Restriction, as including traditional spiritual ceremonies, seasonal celebrations, offerings, and cultural, educational, and interpretive programming; and
 - b. Harvest plant-life for traditional cultural practices, using methods which, in the sole judgment of the Grantee, ensure sustainable populations of the harvested species within the Premises, including regrowth and replanting;
6. Archaeological Investigations. Conducting archaeological activities, including without limitation archaeological research, surveys, excavation and artifact retrieval, but only in accordance with an archaeological field investigation plan, and only to within 4' of the historical high groundwater table elevation, which plan shall also address restoration following completion of the archaeological investigation, prepared by or on behalf of the Grantor and approved in advance of such activity, in writing, by the Massachusetts Historical Commission State Archaeologist (or appropriate successor official) and by the Grantee, and in accordance with the Town of Acton Archaeological Bylaw. A copy of the results of any such investigation on the Premises is to be provided to the Grantee;
7. Tribal/Native American Cultural Investigations. In the National Historic Preservation Act (36 CFR Part 800.4(c)1), the federal government acknowledges that Indian tribes possess special expertise in assessing the National Register eligibility of historic properties that may be of religious and cultural significance to Tribes. Grantor reserves the right to allow federally recognized Tribal Historic Preservation Offices to conduct non-destructive cultural field investigations or surveys, using mapping, measured drawing, photographing, as well as currently known or yet to be developed, non-destructive data sampling and collection techniques, provided that such investigations shall be subject to the requirements of Paragraph III.B.6 if applicable. A copy of the results of any such investigation on the Premises is to be provided to the Grantee;
8. Trails. Maintaining and constructing trails as follows:
 - a. *Trail Maintenance.* The marking and clearing for maintenance of existing trails, as shown in the Baseline Report, which may include widening trail corridors up to eight (8) feet in width.
 - b. *New Trails.* With prior written approval of the Grantee, constructing new trails or relocating existing trails, provided that any construction or relocation results in trails that conform with the width limitations above.

- c. *Trail Features.* With prior written approval of the Grantee, constructing bog bridging, boardwalks, footbridges, railings, steps, culverts, benching, cribbing, contouring, or other such features, together with the use of motorized equipment to construct such features;
- 9. Signs. Constructing, installing, maintaining, and replacing signs and informational kiosks with respect to the Permitted Acts and Uses, the Purposes, the Conservation Values, trespass, public access, identity and address of the Grantor, sale of the Premises, the Grantee's interest in the Premises, boundary and trail markings, any gift, grant, or other applicable source of support for the conservation of the Premises;
- 10. Motorized Vehicles. Using motorized vehicles as reasonably necessary for the purposes of, maintenance of the property, as authorized by the terms of the existing telecommunications easement, or for public water supply exploration, development, treatment and protection. Using motorized mobility assistance devices by persons with mobility impairments. Motorized vehicle access to and from designated parking location(s) (if any) as approved by the Grantor and Grantee is permitted for the sole purpose of passive recreational use as described elsewhere herein;
- 11. Multi Use Path Easement. The construction and maintenance of a shared use path or sidewalk along Brook Street for pedestrian, bicycle use, and e-bikes, in a location, within thirty (30) feet of the property line, and constructed of materials to be agreed upon by the Grantor and Grantee, and conveyance to the Town of Acton of a grant of easement for such path or sidewalk notwithstanding Paragraph III.A.8, which easement shall be no greater than ten (10) feet in width.
- 12. Construction, Maintenance and Use of Parking Area for Motorized Vehicles. With prior approval of Grantee, construction and maintenance, and thereafter the use, of one gravel or other suitable material parking lot for public use of the Premises, adjacent to Main Street or otherwise located on the Premises, provided that parking lot shall not be in the area shown as "no parking permitted in this area" on the sketch plan in Exhibit B. Said parking lot shall provide no more than six (6) regulation size parking spaces at least one of which shall be a wheel chair accessible space. Grantor hereby authorizes the Primary Grantee to construct said parking lot provided, however, that the Grantor and Grantees agree as to the location, materials, and maintenance thereof;
- 13. Outdoor Passive Recreational and Educational Activities. Hiking, cross-country skiing, snowshoeing, hunting, trapping, nature observation, nature and educational walks and outings, outdoor educational activities, including historical reenactments, and other non-motorized outdoor recreational and educational activities.
- 14. Water Supply Protection and Development. The exploration, development, treatment and protection of new or existing public water supply wells and appurtenant improvements, including the assessment and remediation of groundwater contamination, on or adjacent to the Premises, conducted in a manner that is consistent with the Purposes and does not materially impair the Conservation Values of the

Premises, and that minimizes the visual impact of any future water supply improvements in the Open Meadow, as shown on the sketch plan in Exhibit B. Improvements required by permits for construction of Well A, shall be permitted within the Isaac Davis Trail corridor, as shown in the sketch plan in Exhibit B. Improvements may include, but are not limited to, grading, graveled areas, signage, fencing, well caps, control panels, monitoring equipment, piping, conduit, gate valves and covers and other appurtenances commonly used in constructing and operating a potable water supply well, inclusive of maintenance and repairs. Except for the proposed improvements necessary to permit Wells D and E as shown on Exhibit D, the Grantor will notify Grantees if a permit application is submitted to the Town of Acton or Commonwealth of Massachusetts for approval of work associated with a new well source or expansion or substantial modification of an existing well source.

15. Forest Management.

- a. *Permitted Activities.* Conducting sound silvicultural uses of the Premises, including the right to harvest forest products (as such term may be defined from time to time in Section 1 of Chapter 61 of the Massachusetts General Laws, or successor law) or conduct other forest management activities, reestablish historic woods roads and establish new woods roads, and the use of motorized vehicles, all as necessary to conduct such activities ("Forestry Activities"), provided that any Forestry Activities are carried out pursuant to a Forest Stewardship Plan (as defined below). All Forestry Activities shall avoid any stone structures or historical and cultural resources and shall prevent damage thereto to the extent feasible. Forestry Activities within fifty feet of the centerline of the Isaac Davis Trail (the "Isaac Davis Trail Corridor" as shown on the sketch plan in Exhibit B) shall be subject to safety considerations as required by the Grantee. All cutting operations shall be supervised by a licensed forester.
- b. *Requirement of a Forest Stewardship Plan.* Before any Forestry Activities occur on the Premises, Grantor shall submit a Forest Stewardship Plan to the Grantee, the Massachusetts Department of Conservation and Recreation ("DCR") or appropriate successor agency, and to any other required state agencies for their approval. The Forest Stewardship Plan shall:
 - i. be prepared by a forester licensed through DCR and shall follow the "Directions for the Preparation of the Chapter 61 Forest Management Plans and Forest Stewardship Plans" (as such guidelines may be amended by DCR or its successor agency) and such statutes, regulations and directions in effect at the time of the approval of said Forest Stewardship Plan; and
 - ii. include provisions designed to comply with the recommended activities and guidelines and required best management practices established in the Massachusetts Forestry Best Management Practices Manual (Catanzaro, Fish & Kittredge, University of Massachusetts, Amherst & DCR; 2013) and subsequent versions as may be approved by the Massachusetts Bureau of Forest Fire Control and Forestry ("Forestry BMPs"); and

- iii. address how the Forest Stewardship Plan complies with this Paragraph II.B.15. and;
- iv. be effective for a ten (10) year period and shall be resubmitted once every ten (10) years as necessary if additional Forestry Activities are desired.

16. Use of Domestic Farm Animals.

- a. With prior written approval of Grantee, the temporary and occasional use (not to exceed thirty (30) consecutive days or a total of sixty (60) days a year) of domestic farm animals (e.g., goats) to control noxious plants and invasive species is permitted for meadow and forestry management.
- b. The use of draft animals (e.g., oxen and horses) to aid during timber harvesting and related forestry activities.
- c. The use of horses and draft animals for purposes of historical re-enactment activities.

17. Temporary Structures. Constructing, using, maintaining, repairing, and/or replacing temporary structures and improvements directly related to or in support of the temporary and occasional use of domestic farm animals including, but not limited to, temporary fencing, three-sided shelters, water troughs, and the like. For the purposes of this Conservation Restriction, the term "temporary" shall mean any improvement without a foundation that can be constructed or removed without significant disturbance of the soil and is not in place for greater than thirty (30) consecutive days and not present on the property for more than sixty (60) days total per year.

C. Site Restoration

Upon completion of any Permitted Acts and Uses, any disturbed areas shall be restored substantially to the conditions that existed prior to said activities, including with respect to soil material, grade, and vegetated ground cover to the satisfaction of the Grantee and Grantor.

D. Compliance with Permits, Regulations, Laws

The exercise of any Permitted Acts and Uses under Paragraph III.B. shall be in compliance with all applicable federal, state and local laws, rules, regulations, zoning, and permits, and with the Constitution of the Commonwealth of Massachusetts. The inclusion of any Permitted Act or Use requiring a permit, license or other approval from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit, license, or other approval should be issued.

E. Notice and Approval to Grantee

1. Notifying Grantee. Whenever notice to or approval by Grantee is required, Grantor shall notify or request approval from Grantee, by a method requiring proof of receipt,

in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question, unless a different time period is specified herein. The notice shall:

- a. Describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity;
 - b. Describe how the proposed activity complies with the terms and conditions of this Conservation Restriction, and will not materially impair the Purposes and/or Conservation Values;
 - c. Identify all permits, licenses, or approvals required for the proposed activity, and the status of any such permits, licenses, or approvals; and
 - d. Describe 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 and Conservation Values.
2. Grantee Review. Where Grantee's approval is required, the Primary and Secondary Grantee shall submit written comments to each other and confer with the other, within thirty (30) days of receipt of Grantor's request for the purpose of agreeing upon a unified response. Within sixty (60) days of the Grantees' receipt of Grantor's request, the Primary Grantee shall issue the Grantees' decision to the Grantor in writing. If the Primary Grantee waives its right to comment, then the Secondary Grantee shall be entitled to provide or deny consent of any action or conduct proposed by the Grantor. Furthermore, in the case where the work is proposed by the Town or its designated representative (such as proposed work related to trails on the Premises), then the Secondary Grantee shall have the primary responsibility to respond in writing to the Grantor and the Town. In the event the Grantees cannot reach agreement, the review period shall be extended by fifteen (15) days to allow for consultation with an appropriate mutually agreed upon authority. If that consultation fails to yield agreement on a unified response, each Grantee shall seek resolution through arbitration by an arbitrator mutually chosen by Grantees, and the Grantees shall deny the Grantor's request until the arbitrator issues a decision, which shall be binding on the Grantees, provided that the arbitrator shall not decide in favor of approval except upon a determination that Grantor's request fully and completely satisfies the requirements of Paragraph III.E.1 and that the proposed activity will minimize impacts to the Conservation Values and will not materially impair the Purposes or Conservation Values. Grantee's approval shall only be granted upon a showing that the proposed activity will minimize impacts to the Conservation Values and will not materially impair the Purposes or Conservation Values. Grantee may require Grantor to secure expert review and evaluation of a proposed activity by a mutually agreed upon party.
3. Resubmittal. Grantee's failure to respond within sixty (60) days of receipt, or such extended period as provided in Paragraph III.E.2., shall not constitute approval of the request. Grantor may subsequently submit the same or a similar request for approval; provided, however, that an arbitration decision shall continue to be binding on Grantees

in the event Grantor resubmits the same or a substantially equivalent request, unless Grantees mutually agree to reconsider the request.

IV. INSPECTION AND ENFORCEMENT

A. Entry onto the Premises

The Grantor hereby grants to the Grantee, and its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction.

B. Legal and Injunctive Relief

1. **Enforcement.** The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain compensatory relief, including without limitation, compensation for interim losses (i.e., ecological and public use service losses that occur from the date of the violation until the date of restoration) and equitable relief against any violations, including, without limitation, injunctive relief and relief requiring restoration of the Premises to its condition prior to the time of the injury (it being agreed that the Grantee will have no adequate remedy at law in case of an injunction). 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.
2. **Notice and Cure.** In the event the Grantee determines that a violation of this Conservation Restriction has occurred and intends to exercise any of the rights described herein, the Grantee shall, before exercising any such rights, notify the Grantor in writing of the violation. The Grantor shall have thirty (30) days from receipt of the written notice to halt the violation and remedy any damage caused by it, after which time Grantee may take further action, including instituting legal proceedings and entering the Premises to take reasonable measures to remedy, abate or correct such violation, without further notice. Provided, however, that this requirement of deferment of action for thirty (30) days applies only if Grantor immediately ceases the violation and Grantee determines that there is no ongoing violation. In instances where a violation may also constitute a violation of local, state, or federal law, the Grantee may notify the proper authorities of such violation.
3. **Reimbursement of Costs and Expenses of Enforcement.** Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including counsel fees) incurred by the Grantee in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey by a Massachusetts licensed professional land surveyor and to have the boundaries permanently marked.

4. Coordination between Primary and Secondary Grantee. Whenever there is a question of whether there is a violation of this Conservation Restriction, or how to proceed in addressing the violation, the Primary Grantee shall consult with the Secondary Grantee. The Grantees agree that they shall make best efforts to act in concert on matters regarding violations, suspected violations, and enforcement actions related to the Conservation Restriction. If the parties cannot agree as to whether there is an actual violation, either Grantee may act independently to enforce the Conservation Restriction.

In the event of an apparent violation that requires immediate action, either Grantee may act independently to enforce the Conservation Restriction.

In the event of an apparent violation that does not require immediate action, is not continuing and will not further adversely affect the Conservation Values, Grantees shall consult with each other as to a course of action and may enter into an agreement specifying the procedure for such consultation. Following this consultation, one or both Grantees may act to enforce the Conservation Restriction as provided in such agreement. In the absence of such agreement or in the event the Grantees do not reach consensus after consultation, the Primary Grantee may act independently to enforce the Conservation Restriction under Section IV.B following consultation.

C. Non-Waiver

Enforcement of the terms of this Conservation Restriction shall be at the sole 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.

D. 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.

E. 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 natural causes beyond the Grantor's control, including but not limited to fire, flood, weather, climate-related impacts, 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. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Premises, if desirable and feasible.

V. PUBLIC ACCESS

Subject to the provisions of this Conservation Restriction, the Grantor hereby grants access to the Premises to the general public and agrees to take no action to prohibit or discourage access to and use of the Premises by the general public, but only for daytime use and only as described in Paragraph III.B.13 or for the use of the parking area described in Paragraph III.B.12 or the multi use path described in Paragraph III B. 11, provided that such agreement by Grantor is subject to the Grantor's reserved right to establish reasonable rules, regulations, and restrictions on such permitted recreational use by the general public for the protection of the Purposes and Conservation Values, and provided further that access to the Premises for hunting and trapping shall be allowed only with the prior approval of Grantor. Grantor has the right to control, limit, or prohibit by posting and other reasonable means activities or uses of the Premises not authorized in Paragraph III.B.11, III.B.12 or III.B.13. The Grantee may require the Grantor to post the Premises against any use by the public that results in material impairment of the Conservation Values. This grant of public access to the Premises is solely for the purposes described in Section 17C of Chapter 21 of the Massachusetts General Laws and the Grantor and Grantee hereto express their intent to benefit from exculpation from liability to the extent provided in such section.

VI. TERMINATION/RELEASE/EXTINGUISHMENT

A. Procedure

If circumstances arise in the future that render the Purposes impossible to accomplish, this Conservation Restriction can only be terminated, released, or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, or successor official ("Secretary"), and any other approvals as may be required by Section 32 of Chapter 184 of the Massachusetts General Laws.

B. Grantor's and Grantee's Right to Recover Proceeds

If any change in conditions ever gives rise to termination, release, or extinguishment of this 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 in accordance with Paragraph VI.C., subject, however, to any applicable law which expressly provides for a different disposition of the proceeds, and after complying with the terms of any gift, grant, or funding requirements. The Grantee shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

C. Grantee's Receipt of Property Right

Grantor and Grantee agree that the conveyance of this Conservation Restriction gives rise 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. The proportionate value of the Grantee's property right will be determined as of the date of termination, release, or extinguishment.

D. 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 accordance with Paragraph VI.B. and Paragraph VI.C. 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 any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

VII. DURATION and 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 itself and its successors and assigns, appoints the Grantee its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its 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 when all of the following conditions are met:

1. the Grantee requires that the Purposes continue to be carried out;
2. the assignee is not an owner of the fee in the Premises;
3. the assignee, at the time of the assignment, qualifies under 26.U.S.C. 170(h), and applicable regulations thereunder, if applicable, and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the Massachusetts General Laws; and
4. the assignment complies with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VIII. SUBSEQUENT TRANSFERS

A. Procedure for Transfer

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee not less than twenty (20) days prior to the effective date of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. If the Grantor fails to reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, then the Grantee may record, in the applicable registry of deeds, or registered in the applicable land court registry district, and at the Grantor's expense, a notice of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

B. Grantor's Liability

The Grantor shall not be liable for violations occurring after their 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 request by the Grantor, the Grantee shall, within sixty (60) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance or non-compliance with any obligation of the Grantor contained in this Conservation Restriction.

X. 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 following the terms set forth in Paragraph VII.C to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

XI. AMENDMENT

A. Limitations on Amendment

Grantor and Grantee may amend this Conservation Restriction only to correct an error or oversight, clarify an ambiguity, maintain or enhance the overall protection of the Conservation Values, or add real property to the Premises, provided that no amendment shall:

1. affect this Conservation Restriction's perpetual duration;

2. be inconsistent with or materially impair the Purposes;
3. affect the qualification of this Conservation Restriction as a "qualified conservation contribution" or "interest in land" under any applicable laws, including 26 U.S.C. Section 170(h), and related regulations;
4. affect the status of Grantee as a "qualified organization" or "eligible donee" under any applicable laws, including 26 U.S.C. Section 170(h) and related regulations, and Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws;
5. create an impermissible private benefit or private inurement in violation of federal tax law, as determined by an appraisal, conducted by an appraiser selected by the Grantee, of the economic impact of the proposed amendment;
6. alter or remove the provisions described in Paragraph VI (Termination/Release/Extinguishment);
7. cause the provisions of this Paragraph XI to be less restrictive; or
8. cause the provisions described in Paragraph VII.C (Running of the Benefit) to be less restrictive

B. Amendment Approvals and Recording

No amendment shall be effective unless documented in a notarized writing executed by Grantee and Grantor, approved by the Town of Acton and by the Secretary in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, and recorded in the applicable registry of deeds or registered in the applicable land court registry district.

XII. 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 applicable registry of deeds or registered in the applicable land court registry district.

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: Water Supply District of Acton, Attn: District Manager
693 Massachusetts Avenue, P.O. Box 953
Acton, MA 01720

To Grantee: Town of Acton, Attn: Town Manager
Town Hall
472 Main Street
Acton, MA 01720

To Grantee: Sudbury Valley Trustees, Inc.

18 Wolbach Road
Sudbury, MA 01776

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

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 order to effect the Purposes and the policy and purposes of Sections 31, 32, and 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 Purposes 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 provisions of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement

This instrument sets forth the entire agreement of the Grantor and Grantee 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.

XV. BASELINE DOCUMENTATION REPORT

The Conservation Values, as well as the natural features, current uses of, and existing improvements on the Premises, such as, but not limited to, trails, woods roads, structures, meadows or other cleared areas, agricultural areas, and scenic views, as applicable, are described in a Baseline Documentation Report ("Baseline Report") prepared by Grantee with the cooperation of the Grantor, consisting of maps, photographs, and other documents and on file with the Grantee and included by reference herein. The Baseline Report (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, (ii) is intended to fully comply with applicable Treasury Regulations, (iii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein, and

(iv) may be supplemented as conditions on the Premise change as allowed over time. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant in addition to the Baseline Report.

XVI. LAND MANAGEMENT PLAN

A Land Management Plan (LMP), and any amendments, shall be prepared by the Grantor and approved by the Grantee(s), to specify responsibility for and methods of managing the overall property and implementing Permitted Acts and Uses (in section III.B). The Secondary Grantee's approval of the LMP shall be limited to ensuring compliance with the provisions of this paragraph and shall not be unreasonably withheld or conditioned. The LMP and maintenance activities shall be consistent with the Conservation Values and the needs of the public water supply interests of the property. The LMP shall address, at a minimum, maintaining the Open Meadow, forest, trails, improved areas, control of invasive species and noxious weeds, and agricultural use of the property. The LMP shall include a plan to keep the Open Meadow area open in perpetuity that includes a minimum of annual mowing, and other maintenance activities as necessary to keep the meadow open. Failure of Grantor to prepare or amend said LMP or of Grantees to approve it shall not affect the validity or enforceability of this Conservation Restriction.

XVII. MISCELLANEOUS

A. 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, 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.

B. Subordination

The Grantor shall record at the applicable registry of deeds or shall register in the applicable land court registry district simultaneously with this Conservation Restriction all documents necessary to subordinate any mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

C. Executory Limitation

If either Grantee shall cease to exist or to be qualified to hold conservation restrictions pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, or to be qualified organization under 26 U.S.C. 170(h), and applicable regulations thereunder, if applicable, and a prior assignment is not made pursuant to Paragraph VII, then that Grantee's rights and obligations under this Conservation Restriction shall run to the other Grantee. If both Grantees shall cease to exist or to be qualified to hold conservation restrictions pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, or to be qualified organization under 26 U.S.C. 170(h), and

applicable regulations thereunder, if applicable, and a prior assignment is not made pursuant to Paragraph VII, then the rights and obligations under this Conservation Restriction shall vest in such organization as a court of competent jurisdiction shall direct pursuant to the applicable Massachusetts law and with due regard to the requirements for an assignment pursuant to Paragraph VII.

D. Prior Encumbrances

This Conservation Restriction shall be in addition to and not in substitution of any other restrictions or easements of record affecting the Premises.

E. The following signature pages are included in this Grant:

Grantor

Primary Grantee Acceptance

Secondary Grantee Acceptance

Approval and Acceptance of Select Board

Approval of the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts.

F. The following exhibits are attached and incorporated herein:

Exhibit A: Legal Description of Premises

Exhibit B: Sketch plan of Premises

Exhibit C: Attested Town Vote Authorizing the Use of CPA Funds

Exhibit D: Location of Wells D and E with MassDEP Zone I

GRANT AND APPROVAL OF WATER SUPPLY DISTRICT OF ACTON BOARD

We, the undersigned, being a majority of the Board of Water Commissioners of the Water Supply District of Acton of Acton, Massachusetts, hereby certify that at a public meeting duly held on June 13, 2024, the Board of Commissioners voted to approve in the public interest and grant the foregoing Conservation Restriction to the Town of Acton acting by and through its Select Board and Conservation Commission and to Sudbury Valley Trustees, Inc. pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws and do hereby approve in the public interest and grant the foregoing Conservation Restriction.

WATER SUPPLY DISTRICT OF ACTON BOARD OF COMMISSIONERS:

Erika Amir-Lin
Erika Amir-Lin

Barry Rosen
Barry Rosen

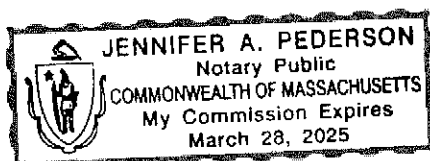
Stephen Stuntz
Stephen Stuntz

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss:

On this 13th day of June, 2024, before me, the undersigned notary public, personally appeared Erika Amir-Lin, Barry Rosen, Stephen Stuntz, and proved to me through satisfactory evidence of identification which was MA Drivers Licenses to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Jennifer A. Pederson
Notary Public ; Jennifer A. Pederson
My Commission Expires: march 28, 2025



ACCEPTANCE OF TOWN OF ACTON CONSERVATION COMMISSION

We, the undersigned, being a majority of the Conservation Commission of the Town of Acton, Massachusetts, hereby certify that at a public meeting duly held on June 26, 2024, the Conservation Commission voted to approve and accept the foregoing Conservation Restriction from the Water Supply District of Acton pursuant to Section 32 of Chapter 184 and Section 8C of Chapter 40 of the Massachusetts General Laws and do hereby accept the foregoing Conservation Restriction.

TOWN OF ACTON CONSERVATION COMMISSION:

Terry Maitland
Terry Maitland

James C. Colman
Jim Colman

Amy Green
Amy Green

Zywia Chodzyńska
Zywia Chodzyńska

Peter Hocknell
Peter Hocknell

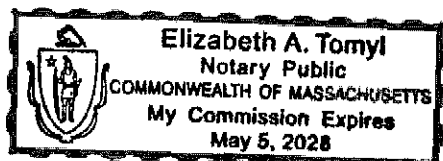
Jillian Peters
Jillian Peters

Kate Warwick
Kate Warwick

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss:

On this 26th day of June, 2024, before me, the undersigned notary public, personally appeared Terry Maitland, Jim Coleman, Amy Green, Zywia Chodzyńska, and Jillian Peters Kate Warwick and proved to me through satisfactory evidence of identification which was personal knowledge to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

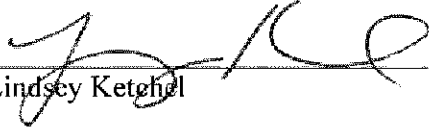


Elizabeth A. Tomyl
Notary Public
My Commission Expires: 5/5/28

ACCEPTANCE OF GRANT

The foregoing Conservation Restriction from the Water Supply District of Acton was accepted by Sudbury Valley Trustees, Inc. this 17th day of June, 2024.

By:

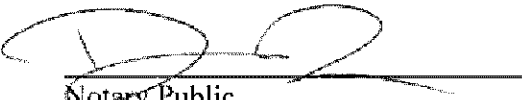

Lindsey Ketchel

Its: Executive Director, duly authorized

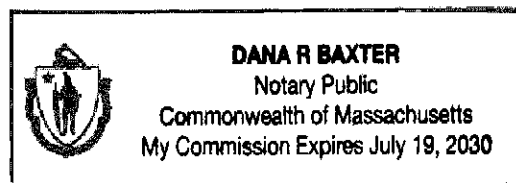
THE COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss:

On this 17 day of June, 2024, before me, the undersigned notary public, personally appeared Lindsey Ketchel, and proved to me through satisfactory evidence of identification which was driver's license to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose.


Notary Public

My Commission Expires:



CLERK'S CERTIFICATE

Sudbury Valley Trustees, Inc.

I, Peter Martin, do hereby certify that I am the Clerk of Sudbury Valley Trustees, Inc., a Massachusetts corporation, and I further certify that the following persons are the duly elected and acting officers of the Sudbury Valley Trustees, Inc. as of the date hereof:

President – Karin Paquin
Vice President – Paul Bakstran
Clerk – Peter Martin

Treasurer – Lisa Schimmel
Assistant Treasurer – Lisa Vernegaard

Executive Director – Lisa Vernegaard

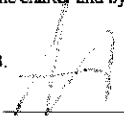
I further certify that by a meeting of the Board of Directors of the corporation duly called and held on the 14th day of December, 2022, a quorum being present and voting, the following resolutions were adopted:

- I. RESOLVED, that the Corporation is hereby authorized to accept a Conservation Restriction (CR) on approximately 56.85 acres of land located off Main Street and Brook Street in Acton (the "Conant Property"), currently owned by The Brewster Conant Trust – 2017, and referenced in a deed recorded in the Middlesex South Registry of Deeds Book 74052, Page 584, to be co-held with the Town of Acton, or solely held by the Corporation;
- II. FURTHER RESOLVED, that the Corporation is hereby authorized to enter into a Memorandum of Understanding with the Town of Acton and/or the Acton Water District to establish roles and responsibilities associated with the management of the land under the CR, including matters relating to the responsibilities of holding the CR;
- III. FURTHER RESOLVED, that the Corporation is hereby authorized to apply for grants for funding, and to raise funds privately toward the effort to protect the Conant Property;
- IV. FURTHER RESOLVED that the Corporation, acting by and through the Corporation's president, vice-president, treasurer, and executive director, or any one of them acting singly, is hereby authorized to affix the Corporate seal to, and to execute and deliver instruments, and to take such actions on behalf of the Corporation, as they, or any one of them singly, deem appropriate to carry out the intent of the foregoing resolutions, and any such action or deed so taken, and any instrument so executed shall be conclusive evidence that the same was authorized by this vote.

I do further certify that the above vote has not been altered, amended, rescinded, or repealed.

I do further certify that the foregoing vote is in accordance with the charter and by-laws of the corporation.

WITNESS my hand and seal this 14th day of February, 2023.

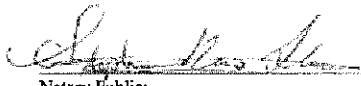

Peter Martin, Clerk

Worcester County, ss.

The Commonwealth of Massachusetts

February 14th, 2023

On this 14th day of February, 2023 before me, the undersigned Notary Public, personally appeared the above-named Peter Martin, Clerk of Sudbury Valley Trustees, Inc., proved to me by satisfactory evidence of identification, being (check whichever applies): ☐ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☐ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose.


Notary Public:

My Commission Expires: 5/6/2025



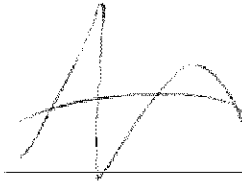
SUDBURY VALLEY TRUSTEES, INC.

CLERK'S CERTIFICATE

The undersigned, duly elected Clerk of Sudbury Valley Trustees, Inc., a Massachusetts non-profit corporation (the "Corporation"), hereby certifies on behalf of the Corporation as follows:

1. Attached hereto as Exhibit A is a true, correct and complete copy of the votes that were duly adopted by the Corporation's Board of Directors, at a meeting held on June 21, 2023. Such votes (i) have not been amended, modified, superseded or revoked in any respect, (ii) are in full force and effect on the date hereof, and (iii) have been duly filed with the minutes of the proceedings of the Corporation.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of June 25, 2024.

A handwritten signature in dark ink, appearing to be 'Peter J. Martin', written over a horizontal line.

Peter J. Martin, Clerk

EXHIBIT A

- RESOLVED: That effective July 24, 20223, this Corporation authorizes Lindsey Ketchel to replace Lisa Vernegaard to be a signatory and administrator on all SVT investment, banking, savings, and other financial accounts held at financial institution with which SVT has a relationship, including those accounts currently held at Vanguard, Citizens Bank, Middlesex Savings Bank, and Village Bank.
- RESOLVED: That effective July 24, 2023, this Corporation replaces Lisa Vernegaard with Lindsey Ketchel as an authorized signer of contracts, certificates, and other instruments on behalf of Sudbury Valley Trustees.

APPROVAL AND ACCEPTANCE OF TOWN OF ACTON SELECT BOARD

We the undersigned, being a majority of the Select Board of the Town of Acton, hereby certify that at a public meeting duly held on June 17, 2024, the Select Board voted to approve and accept the foregoing Conservation Restriction from the Water Supply District of Acton to the Town of Acton, acting by and through its Select Board and Conservation Commission, and to Sudbury Valley Trustees, Inc. in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws and do hereby accept and approve said Conservation Restriction and delegate the management of the Conservation Restriction on behalf of the Town of Acton to the Conservation Commission.

TOWN OF ACTON SELECT BOARD

Francesca Arsenault
Francesca Arsenault

Dean A. Charter
Dean A. Charter

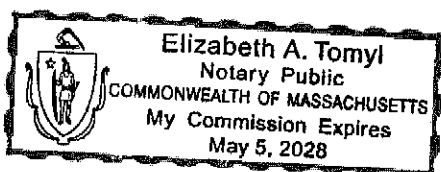
Alissa Nicol
Alissa Nicol

David D. Martin
Jim Snyder-Grant

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss:

On this 17 day of June, 2024, before me, the undersigned notary public, personally appeared Francesca Arsenault, Dean A. Charter, Alissa Nicol, and Jim Snyder-Grant, and proved to me through satisfactory evidence of identification which was personal knowledge to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.



Elizabeth A. Tomy
Notary Public
My Commission Expires: 5/5/2028

**APPROVAL OF SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS OF
THE COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby approves the foregoing Conservation Restriction from the Water Supply District of Acton to the Town of Acton, acting by and through its Select Board and Conservation Commission and to Sudbury Valley Trustees, Inc. in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

Dated: 7/11, 2024

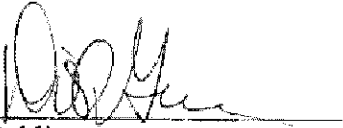


Rebecca L. Tepper
Secretary of Energy and Environmental Affairs

THE COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this 11th day of July, 2024, before me, the undersigned notary public, personally appeared Rebecca L. Tepper, and proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.



Notary Public

My Commission Expires: 4/10/31

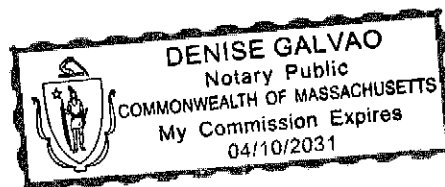


EXHIBIT ADescription of the Premises

The entirety of that certain parcel of real estate known as and numbered 549 Main Street, Acton, Massachusetts, containing a combined 56.85 acres of land, more or less, shown as "Lot 2A" on a plan entitled "Plan of Land Main & Brook Streets Acton, Mass. Prepared For: Water Supply District of Acton #693 Massachusetts Ave Acton, MA. 01720", dated November 28, 2023 by Goldsmith, Prest & Ringwall, Inc. and recorded at the Middlesex South Registry of Deeds in Plan 805 of 2023, meaning and intending thereby to describe the same parcel described in the Order of Taking recorded at said Registry in Book 82287 Page 356 and in the confirmatory deed recorded at said Registry in Book 82287 Page 351 and described therein as the land shown as Parcel 2A on a certain plan of land recorded at said Registry as Plan No. 1168 of 1995 in Book 25911, Page 35.

EXHIBIT B

Sketch Plan of Premises

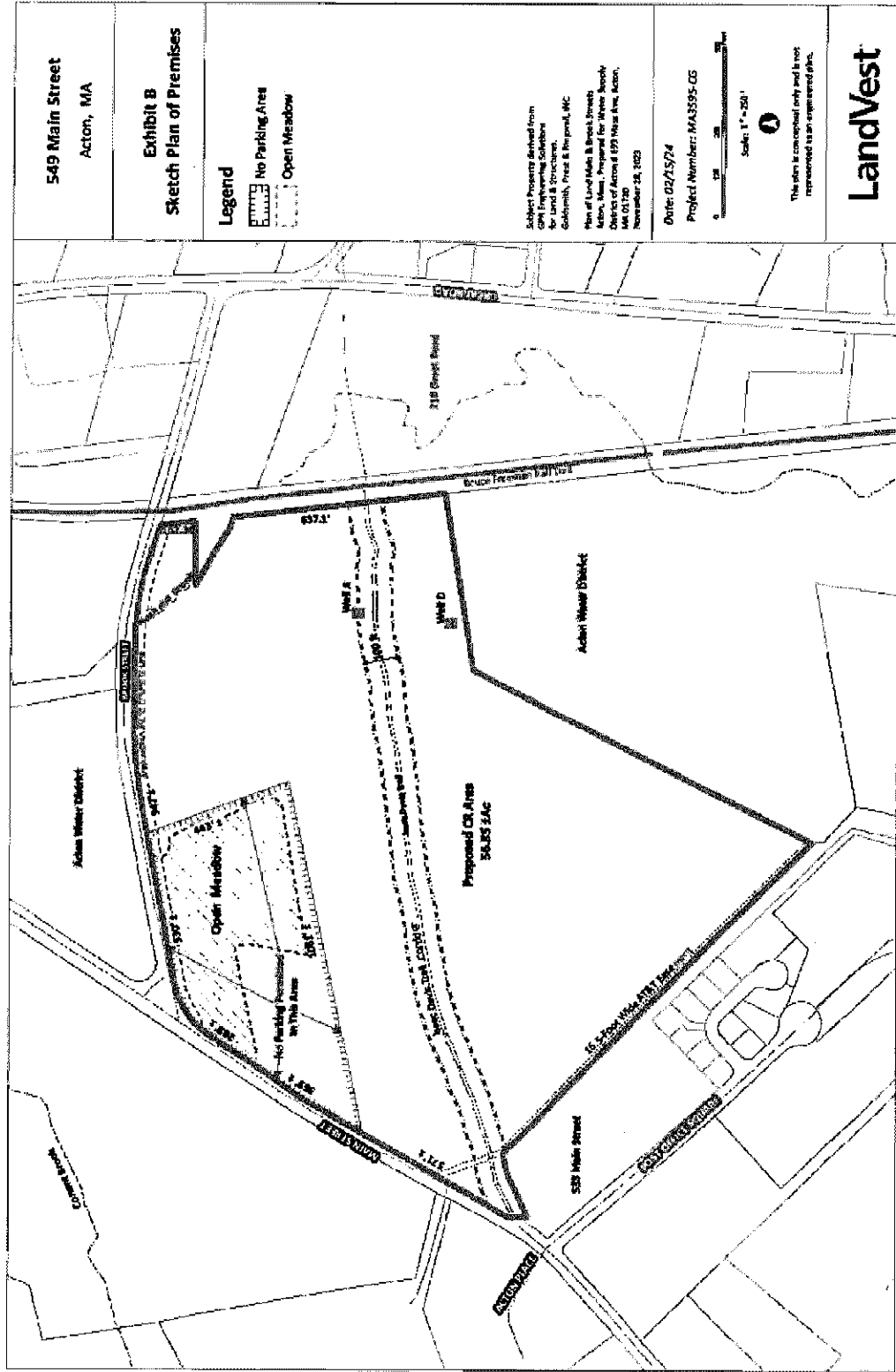
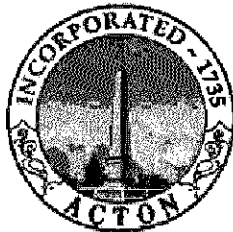


EXHIBIT CAttested Town Vote Authorizing the Use of CPA Funds**TOWN CLERK**

A TRUE COPY, ATTEST:

TOWN CLERK, ACTON, MA

TOWN OF ACTON**472 MAIN STREET****ACTON, MASSACHUSETTS, 01720****TELEPHONE (978) 929-6620****FAX (978) 929-6340**clerk@actonma.gov**EXCERPT OF THE ANNUAL TOWN MEETING HELD****MONDAY, MAY 1, 2023, 7:00 P.M.****AUDITORIUM AND UPPER GYMNASIUM (ALL-INDOOR SEATING)****WITH ADJOURNED SESSION HELD MAY 2, 2023**

Article 10 Community Preservation Program – Appropriations from Open Space
(Two-thirds vote) Set-Aside and Related Actions – 549 Main Street (Conant Property)

To see if the Town will vote to:

- (a) authorize the Select Board to acquire by purchase, gift, eminent domain or otherwise, on such terms and conditions as the Select Board may determine, a conservation restriction on 56.85 ± acres of land commonly known as 549 Main Street, and depicted on Assessors' Map E4 as Parcel 47, as described more particularly in a deed recorded in Book 74052, Page 584, and shown as Parcel 2A on Plan 1168 of 1995, both recorded with the Middlesex South Registry of Deeds (the "Conservation Restriction");
- (b) appropriate the purchase price and all necessary and appropriate transaction costs for said Conservation Restriction, including, without limitation, costs for due diligence, legal services, bonding (if any), and other transaction, acquisition and related costs;
- (c) transfer, appropriate and expend, pursuant to the favorable recommendation of the Community Preservation Committee from the existing Open Space Set Aside portion of the Community Preservation Fund balance the amount of one million dollars (\$1,000,000) for the acquisition of the Conservation Restriction described in paragraph (a) of this article and thirty thousand dollars (\$30,000) for long-term monitoring of the Conservation Restriction; and
- (d) authorize and direct the Select Board to impose a perpetual Conservation Restriction on the open space so acquired, in accordance with M.G.L. c. 44B, § 12(a) and M.G.L. c. 184, §§ 31-33, on such terms and conditions as the Select Board may determine (the "Conservation Land") and delegate the management of the Conservation Land to the Conservation Commission, so that the land shall be permanently protected under Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts; and
- (e) authorize the Select Board, the Town Manager, the Treasurer, and the Conservation Commission, as appropriate, to enter into all agreements and execute any and all instruments as may be necessary to effect this article;

or take any other action relative thereto.

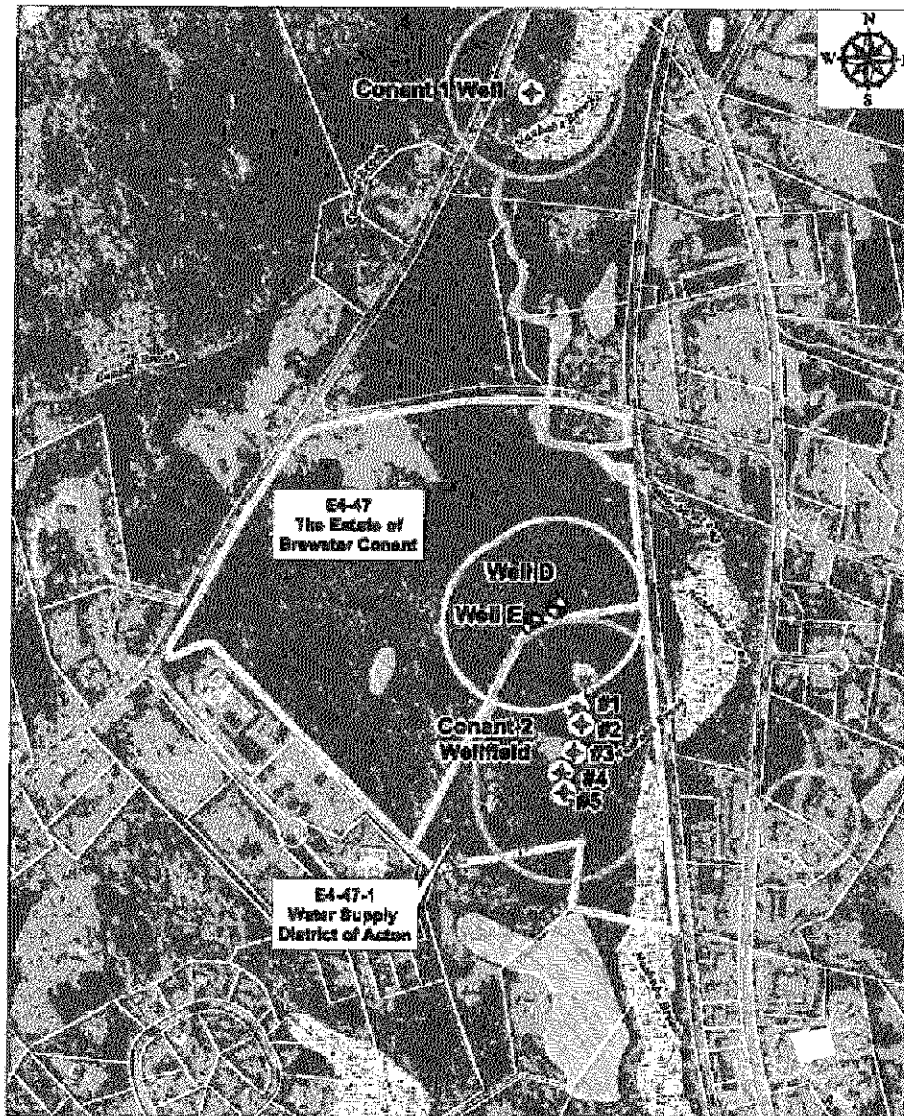
MOTION:

Mr. Charter moves that the Town:

1. Authorize all actions set forth in the article, and
2. Transfer from the Open Space Set-Aside portion of the Community Preservation Fund balance and appropriate \$1,030,000 to pay costs of the acquisition and long-term monitoring of a Conservation Restriction on approximately 56.85 ± acres on land lying within the real property located at 549 Main Street, and depicted on Assessors' Map E4 as Parcel 47, consisting of Parcel 2A as shown on Middlesex South Registry of Deeds Plan 1168 of 1995 as set forth in the article, including the payment of all costs incidental and related thereto.

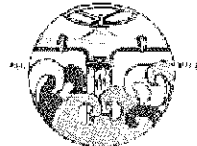
MOTION CARRIES UNANIMOUSLY

EXHIBIT D

Location of Wells D and E with MassDEP Zone I

- Legend**
- Proposed Zone I 400-foot Radius
 - Existing Zone I 400-foot Radius
 - Conant Bedrock Wells
 - Conant Sand and Gravel Production Wells
 - Zone I Parcel Intersect
 - Potential Stream
 - Intermittent Stream
 - Pond or Lake
 - Wetland

Acton Water



District

0 400 800 1,200
Feet

GEOPIERE ENVIRONMENTAL MANAGEMENT, INC.		
Exhibit D		
ZONE I - TAX MAP and LOT DETAIL		
Conant 2 Wellfield Water Supply District of Acton Acton, MA		
PROJECT NO. 00-0000	PROJECT NO. 00-0000	PROJECT NO. 00-0000
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