

GRANT OF CONSERVATION RESTRICTION

THIS GRANT OF CONSERVATION RESTRICTION is made in perpetuity and for conservation purposes, by the Town of Southborough, a municipal corporation with an address at 17 Common Street, Southborough, Massachusetts 01772 (the “Town” or “Grantor”), acting pursuant to Sections 31, 32 and 33 of Chapter 184 of the Massachusetts General Laws as amended, which with its successors and assigns in title to all or any portion of the property located in the Town of Southborough, Worcester County, Massachusetts as hereinafter described on the Exhibit A (the “Premises”), is herein collectively referred to as “Grantor”, in favor of the Sudbury Valley Trustees, Inc. (“SVT”), a non-profit corporation organized and existing under the laws of the Commonwealth of Massachusetts, with an address of 18 Wolbach Road, Sudbury, Middlesex County, Massachusetts, its successors and permitted assigns (“Grantee”).

SUMMARY OF HISTORY AND STATEMENT OF PURPOSE, all as further set forth in the recitals below and in attached documentation. For many decades, the Premises was a privately-owned golf course open to the public (“St. Mark’s Golf Course”). Over time, as development and demand for buildable land increased in Southborough and surrounding communities, the Property has remained an open space with significant and unique environmental, historical, and recreational value. The Premises was acquired using public funds authorized by the Southborough Town Meeting, and a copy of the Special Town Meeting Votes of March 8, 2017, Article 1 is attached hereto as Exhibit _____. The Town’s intention, as explicitly set forth in Article 1 as approved by Special Town Meeting, has been to place a perpetual conservation restriction on the Premises after acquisition to assure that the Premises “shall be preserved in its natural, scenic and open condition and to permit passive public recreational use, golf course use and for general conservation purposes” Hence, this

conservation restriction has been drafted consistent with the history and purpose of the Town's acquisition of the Premises, to facilitate its continued use as a public golf course and open space for passive outdoor recreation, but should the Premises cease to be operated as a public golf course (permanently, temporarily, or seasonally during the winter months) it will continue to be available as open space for public outdoor passive recreational use.

WHEREAS, the Town owns approximately 54 acres of land and some small buildings which has historically been used as a public golf course; and

WHEREAS, said approximately 54 acres of land is more particularly described in Exhibit A, attached hereto and incorporated herein by reference, and is herein referred to as the "Premises"; and

WHEREAS, Southborough Special Town Meeting voted on March 8, 2017 to authorize the use of public funds to acquire the Premises from St. Mark's School of Southborough, Inc.; and

WHEREAS, the Town's intention, specifically expressed in Article 1 approved by Southborough Special Town Meeting on March 8, 2017, has been to acquire the Premises and make it the subject of a perpetual conservation restriction to assure its preservation as open space for public use as a golf course, for passive outdoor recreation, and for general conservation purposes; and

WHEREAS, the Town acquired the Premises in 2018 pursuant to said votes of Special Town Meeting; and

WHEREAS, the Town intends to allow the continued operation of a public golf course on the Premises; and

WHEREAS, the Town intends to allow the continued operation of a public golf course on the Premises in harmony with continued passive recreational use thereon; and

WHEREAS, the Premises has significant historic value, including the original owner's familial relation to Isabella Stewart Gardner and the Burnett family; and

WHEREAS, St. Mark's Golf Course was donated to St. Mark's School of Southborough, Inc. in 1923 by George Peabody Gardner; and

WHEREAS, St. Mark's Golf Course is one of the oldest, continually operating public golf courses in the country, having opened in approximately 1885; and

WHEREAS, St. Mark's Golf Course is designed to follow the natural topography and features of the Premises; and

WHEREAS, St. Mark's Golf Course offers year-round recreational opportunities for people of all ages, including golfing, walking, sledding, bird-watching, cross-country skiing, and snowshoeing; and

WHEREAS, St. Mark's Golf Course has formally been recognized for its significance for preservation as open space, wildlife habitat, and recreation in Open Space and Recreation Plans approved by the Southborough Board of Selectmen and the Massachusetts Executive Office of Energy and Environmental Affairs for decades, beginning in 1981; and

WHEREAS, St. Mark's Golf Course provides scenic and aesthetic value to Southborough residents and the public generally by providing an open, pastoral view from public ways and acting as a visual "gateway" to those entering Southborough town center from the south; and

WHEREAS, the Premises is adjacent to the Sudbury Reservoir, a large body of open water with significant environmental value that is designated as a Class A Public Water Supply and an Outstanding Resource Water (ORW), as defined under 314 CMR 4.00, et. seq.; and

WHEREAS, the Premises includes an intermittent stream, and associated Bordering Vegetated Wetlands, which is tributary to the Sudbury Reservoir; and

WHEREAS, Southborough Town Meeting in 1990 voted its approval of a policy to value open space as an asset vital to the Town; and

WHEREAS, development of the Premises would result in the loss of significant open space, wildlife habitat, and opportunities for public use as a golf course and for passive outdoor recreation; and

WHEREAS, in addition to its public outdoor recreational use, the Premises has important historic and open space conservation values, including scenic views from abutting public ways, protection of wetlands and water quality, wildlife habitat for birds (including designation by the Massachusetts Audubon Society as an Important Bird Area), small and large mammals, amphibians, and a park-like quality and character, all of which are illustrated by photographs and further discussion in the Baseline Documentation Report, that makes its continued preservation and protection as open space an asset to the general public, including residents of the Town of Southborough and surrounding communities; and

WHEREAS, continued maintenance of the open space as a golf course, in a high-quality and environmentally sensitive manner, would enhance the enjoyment of the Premises by those who use it and enjoy the views it provides, including the general public; and

WHEREAS, with this perpetual conservation restriction Grantor and Grantee intend to provide such further protection of the Premises' conservation values and protection of the

Premises as open space available for public use, including its current use as a public golf course and, when not in use as a golf course, passive recreation such as walking, sledding, bird-watching, cross-country skiing, and snowshoeing, as was the Town's intent in acquiring the Premises; and

WHEREAS, SVT is an organization exempt from federal income tax and Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder; and

WHEREAS, SVT represents that it is a "qualified organization" as that term is defined in the Internal Revenue Code; and

WHEREAS, Grantor and Grantee recognize the special environmental, natural, historic and recreational value and character of the Premises, and have the common purpose of its conservation and protection in perpetuity through the use of restrictions on the Premises and with the transfer from Grantor to Grantee the within affirmative rights for the protection of the Premises; and

WHEREAS, the conservation values of the Premises set forth herein are further documented in the Baseline Documentation Report, which memorializes the condition of the Premises as of the effective date of this grant, a copy of which is on file at the offices of the Grantor and Grantee; and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the laws of the Commonwealth of Massachusetts, including M.G.L. c. 184, §§ 31-33, Grantor hereby voluntarily grants and conveys to Grantee a conservation restriction in perpetuity and for conservation purposes over the Premises described herein and in Exhibit A of the nature and character and to the extent hereinafter set forth. Grantee herein declares that the Premises

shall be held, mortgaged, encumbered, transferred, sold, conveyed, licensed, used, and occupied subject to the covenants, conditions, and restrictions hereinafter set forth, which covenants, conditions and restrictions shall be deemed to run with the land in perpetuity and to burden the Premises in perpetuity.

I. GRANTOR CLAUSE:

THE TOWN OF SOUTHBOROUGH, a *duly organized and existing* municipal corporation with its principal government offices at 17 Common Street, Southborough, Massachusetts 01772 and herein referred to as the “Grantor”, acting pursuant to Sections 31, 32 and 33 of Chapter 184 of the Massachusetts General Laws as amended, grants, with quitclaim covenants, the following described Conservation Restriction to **THE SUDBURY VALLEY TRUSTEES, INC.**, a *duly organized and existing Massachusetts non-profit corporation pursuant to Chapter 180 of Massachusetts General Laws as amended*, its successors and permitted assigns and herein referred to as the “Grantee”, for nominal consideration, *in perpetuity, for conservation, golf, and public passive outdoor recreational purposes*, on a certain parcel of land located in the Town of Southborough, County of Worcester, Commonwealth of Massachusetts, cumulatively constituting approximately 54 acres, more or less, said parcel being described on the Exhibit A plan attached, and herein referred to as the “Premises”.

For Grantor’s title, see deed from St. Mark’s School of Southborough, Inc. to Grantor dated June, ___ 2017 and recorded with the Worcester District Registry of Deeds in Book ____, Page ____. See also prior deed to the Trustees of St. Mark’s School recorded in said Registry of Deeds in Book 2318, Page 257 and shown on the Town of Southborough Assessor Maps as Map 45, Parcel 277.

II. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purpose of the Conservation Restriction is to assure that the Premises will be retained in perpetuity for conservation and preservation as open space in its natural, scenic and open condition, consistent with the history and purpose of the Town's acquisition of the Premises to facilitate its continued use as a public golf course and, when not in use as a golf course (permanently, temporarily, or seasonally during the winter months), for public outdoor passive recreation, and to prevent any use of the Premises that would significantly impair or interfere with the conservation, historic, preservation and recreational values of the Premises.

In addition to its use for golf and public outdoor passive recreation, the Premises has important historic and open space conservation values, including scenic views from abutting public ways, protection of wetlands and water quality, wildlife habitat for birds, small and large mammals, amphibians, and a park-like quality and character, all of which are illustrated by photographs and further discussion in the Baseline Documentation Report, that makes its continued preservation and protection as open space an asset to the general public.

This Conservation Restriction is required by the March 8, 2017 vote of Southborough Town Meeting authorizing acquisition of the Premises using public funds; specifically, Article 1 (attached hereto as Exhibit ___) explicitly require a perpetual conservation restriction on the Premises after acquisition to assure its preservation as open space for use as a golf course and, when not in use as a golf course (permanently, temporarily, or seasonally during the winter months), for public outdoor passive recreation.

The Premises, comprised of approximately 54 acres, contain unusual, unique and outstanding qualities, the protection of which in their predominantly natural or open condition

will be of benefit to the public. The public benefits resulting from conservation and preservation of the premises include:

1. *Open Space Preservation.* St. Mark's Golf Course is designed to follow the natural topography and features of the Premises. The Premises provides natural open space for use by Southborough residents and the public generally, including golfing and passive recreation. Protection of the Premises will preserve this natural open space for continued golf and passive outdoor recreation by the public.

2. *Water Quality Protection.* The Premises is adjacent to the Sudbury Reservoir (, a large body of open water with significant environmental value that is designated as a Class A Public Water Supply and an ORW, as defined under 314 CMR 4.00, et. seq.) and includes an intermittent stream, and associated Bordering Vegetated Wetlands, that is tributary to the Sudbury Reservoir. Conservation and preservation of the Premises as natural open space will contribute to the protection of these water resources.

3. *Historical and Cultural Purposes.* St. Mark's Golf Course is one of the oldest, continually operating public golf courses in the country, having opened in approximately 1885. The Premises has significant historic value, including the original owner's familial relation to Isabella Stewart Gardner and the Burnett family. St. Mark's Golf Course was donated to St. Mark's School of Southborough, Inc. in 1923 by George Peabody Gardner. Protection of the Premises will preserve its historical and cultural values.

4. *Protection of Scenic Resources and Vistas.* The Premises comprise part of a highly scenic landscape corridor in the Historic Downtown area of Southborough. St. Mark's Golf Course provides scenic and aesthetic value to Southborough residents and the public generally by providing an open, pastoral view from public ways and acting as a visual "gateway"

to those entering Southborough town center from the south. Protection of the Premises will preserve the scenic character and vista landscape.

5. *Protection of Wildlife Habitat.* The Premises abuts land owned by the Commonwealth of Massachusetts Division of Conservation and Recreation and is part of an extensive corridor of thousands of acres of protected land under a variety of ownerships, extending from Framingham to Westborough. Conservation of the Premises in and of itself will protect habitat (meadows, wetlands and woodlands) used by a variety of wildlife including birds, small and large mammals (squirrels, deer, fox, bobcats), amphibians and other wildlife, and will enhance the collective conservation values that exist in the greater vicinity. Protection of the Premises will preserve its wildlife habitat values, including designation by the Massachusetts Audubon Society as part of an Important Bird Area.

6. *Public access for passive recreation.* St. Mark's Golf Course offers year-round passive recreational opportunities for people of all ages, including walking, jogging, sledding, bird-watching, wilderness activities, cross-country skiing, and snowshoeing due to its park-like quality and character. Protection of the Premises will ensure its continued availability for passive public outdoor recreation.

7. *Public access for limited active recreation.* St. Mark's Golf Course provides public outdoor recreation as a popular destination for golfers in Southborough and surrounding communities. Protection of the Premises will ensure its continued availability for limited active public outdoor recreation, namely, its continued use as a public golf course.

8. *Furtherance of the State and Local Government Policy to protect natural open space.* Protection of the Premises is consistent with the Town of Southborough's Open Space and Recreation Plan, Master Plan and Zoning Code. In 1990, Southborough Town Meeting

voted its approval of a formal Town Policy to value open space as an asset vital to the Town. St. Mark's Golf Course has formally been recognized for its significance for preservation as open space, wildlife habitat, and recreation in Open Space and Recreation Plans approved by the Southborough Board of Selectmen and the Massachusetts Executive Office of Energy and Environmental Affairs for decades, beginning in 1981. Protection of the Premises will ensure its continued availability for these important state and municipal purposes.

Continued preservation and protection as the Premises as public open space (including maintenance of the open space as a public golf course in a high-quality and environmentally sensitive manner) would enhance the enjoyment of the Premises by those members of the general public who use it and enjoy it, including, including residents of the Town of Southborough and surrounding communities.

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

A. **Binding Effect.** The Grantor covenants that the Premises will at all times be held, used and conveyed subject to and not used in violation of the following restrictions that shall run with the Premises in perpetuity.

B. **Prohibited Acts and Uses.** Subject to the exceptions set forth in Paragraph B below, the following acts and uses are prohibited on the Premises:

(1) Constructing or placing or allowing to remain any temporary or permanent building, structure, facility, or improvement including but not limited to tennis court, landing strip, mobile home, swimming pool, fences, asphalt or concrete pavement or other forms of impervious pavement, billboard or other advertising display, antenna or dish, utility pole, lighting, tower, conduit, line or other temporary or permanent structure or facility or improvement on, above or under the Premises.

(2) Mining, excavating, dredging or removing from the Premises or bodies of water thereon, of soil, loam, peat, gravel, sand, rock or other mineral resources or natural deposit or otherwise make topographical changes to the area;

(3) Placing, filing, storing, burying or interment of any type of organic remains, or dumping on the Premises of soil, refuse, trash, yard waste such as lawn clippings, leaves, branches (other than those naturally deposited in the area), vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever;

(4) Installation of underground storage tanks, utilities, or pipes;

(5) Cutting, removing or otherwise destroying trees, grasses or other vegetation;

(6) Subdivision or conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises, and no portion of the Premises may be used towards building or development requirements on this or any other parcel;

(7) Conducting activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, archaeological conservation, plants, or wildlife habitat;

(8) Using the premises for residential, commercial, or industrial purposes;

(9) Use, parking or storage of vehicles including motorcycles, mopeds, all-terrain vehicles, recreational vehicles, trail bikes, snowmobiles, or any other motorized vehicles on the Premises except for vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) in carrying out their official duties in the case of an emergency only;

(10) The disruption, removal or destruction of the stone walls on the Premises;

(11) Using herbicides and pesticides, or using other chemical or mechanical means that may have an adverse impact upon the plant life or wildlife within the Premises,

except as may be permitted, in writing, by the Grantee for the control of noxious or invasive species and only if it will not impair the water quality or adjacent vegetation;

(12) Hunting and trapping except as may be permitted by the Grantee under special circumstances for ecosystem protection and management purposes; and

(13) Any other use of the Premises or activity which is or may become inconsistent with the intent and purpose of this Conservation Restriction, that is the preservation and protection of the Premises in their natural and scenic condition, or which would materially impair its conservation and historic interests.

C. **Reserved Rights and Exceptions to Otherwise Prohibited Acts and Uses.** The following acts and uses otherwise prohibited in Section III(B) above are permitted but only if such acts or uses do not materially impair the purpose of this Conservation Restriction and/or other significant conservation interests and as such are so reserved by Grantor.. The prohibited uses set forth in Section III(B) and the reserved rights set forth below have been drafted to be consistent with the history and purpose of the Town's acquisition of the Premises and the purpose of this Restriction, that is, to facilitate the preservation and continued use of the Premises as open space for use by the public as a golf course and, when not in use as a golf course (either temporarily, or seasonally during the winter months), for passive outdoor recreation in perpetuity. Accordingly, notwithstanding any other provision of this Restriction, the following rights, uses and activities on the Premises shall be permitted by this Restriction, provided they are necessary and consistent with the purpose of this Restriction and with the protection of the conservation values of the Premises, and are in compliance with all applicable federal, state and local laws:

(1) *Use of the Premises as a Public Golf Course.* The Premises may be used as a golf course, open to the public, and fees may be charged for such use.

(2) *Maintenance, Repair, Replacement and Other Minor Work Necessary for Operation of a Public Golf Course.* Such mowing, cutting, raking, pin relocation, nourishment of sand traps, seeding, repair or maintenance of damaged structures and features, and other routine work within the existing tee boxes, fairways, sand traps, rough, and greens of St. Mark's Golf Course as documented in the Baseline Documentation Report, as necessary to maintain a golf course on the Premises.

(3) *Remodeling and Other Major Work Necessary for Operation of a Public Golf Course.* With the prior written permission of Grantee, such further site work, within the existing footprint of St. Mark's Golf Course as documented in the Baseline Documentation Report, as necessary to improve the golf course on the Premises including to excavate, fill, construct and/or relocate golf holes, fairways, tees, greens, and support facilities such as sand traps, cart paths, signage, and watering, and in connection therewith, to dredge existing ponds and streams, or to maintain the Premises for use as a public golf course

(4) *Incidental Structures.* The use, maintenance, repair, replacement, or re-construction of such other structures (including signs, lightning shelters, benches, temporary tents for golf tournaments or special events, and sight-pervious fences or screens to protect neighboring properties from errant golf balls) as are reasonably necessary and incidental to the use of the Premises as a golf course, provided such work shall be limited to the footprint of existing structures unless otherwise approved by the Grantee as to a new or different location. With the prior written permission of Grantee, such cutting, excavation, filling and building as necessary to permit the construction, maintenance, repair, replacement, or re-construction of

such other structures in a new or different location. If the Premises should cease to be used as a golf course, with the approval of the Grantee, the right to demolish, remove, repair, remodel or replace existing structures for use in connection with public outdoor passive recreational activities or other use consistent with the purposes of the Restriction.*Septic System.* Within Envelope [x] as shown on Exhibit [x], the construction, use, maintenance, repair and renovation of an underground septic system, which shall be located, constructed, operated and maintained in compliance with all federal, state and local laws, to serve the adjacent Town of Southborough Public Safety Complex, Woodward School, St. Mark's Golf Course clubhouse, and St. Mark's Golf Course Maintenance Building, and no other buildings or facilities, with no above-ground structures of any kind to be allowed in this septic system Envelope. Construction, maintenance, repair or renovation work associated with said septic system shall be performed so as to minimize the impact on the conservation values protected by this Restriction, and following any such work the surface shall be restored to the extent practicable to its prior condition.

(5) *Septic System.* Within Envelope [x] as shown on Exhibit [x], the construction, use, maintenance, repair and renovation of an underground septic system, which shall be located, constructed, operated and maintained in compliance with all federal, state and local laws, to serve the adjacent Town of Southborough Public Safety Complex, Woodward School, St. Mark's Golf Course clubhouse, and St. Mark's Golf Course Maintenance Building, and no other buildings or facilities, with no above-ground structures of any kind to be allowed in this septic system Envelope. Construction, maintenance, repair or renovation work associated with said septic system shall be performed so as to minimize the impact on the conservation values protected by this Restriction, and following any such work the surface shall be restored to the extent practicable to its prior condition.

(6) *Clubhouse and Parking.* Within Envelope [x] as shown on Exhibit [x], the construction, use, maintenance, repair and renovation of:

a. A clubhouse including pro shop, office, changing rooms and related facilities, and lounge or social gathering area for use by golfers before and after use of St. Mark's Golf Course;

b. Maintenance sheds, septic systems, and utilities; and

c. A paved or unpaved parking lot.

(7) *Relocation of Tee Boxes, Greens and Fairways.* Within Envelope [x] as shown on Exhibit [x], work associated with and necessary for relocation of the tee boxes, greens and fairway reconfiguration for the first and ninth holes of the St. Mark's Golf Course, including cutting and removal of trees and other vegetation, excavation, cut and fill of earth materials, and use of light machinery, equipment and other tools. Fairway reconfiguration within said envelope shall include construction and maintenance of a man-made pond to serve as a water feature for, and provide water to irrigate, St. Mark's Golf Course, as well as any associated water pump and pump house or shed.

(8) *Maintenance Building.* Within Envelope [x] as shown on Exhibit [x], the construction, use, maintenance, repair and renovation of a maintenance building substantially within the footprint of the existing maintenance building, paved or unpaved driveway and lot for parking of not more than four (4) vehicles, and septic system.

(9) *Management of Vegetation and Trees.*

a. Selective cutting and minimal removal of trees, brush, shrubs, and other vegetation for fire protection, and to prevent, control or remove hazards, disease, insect or fire damage, or to otherwise to preserve the present condition of the Premises (including vistas,

woods roads, cart paths, walking trails, fence lines and meadows), as documented in the Baseline Documentation Report.

b. The planting of native trees and shrubs, selective pruning or cutting of limbs of existing trees, shrubs and brush or other vegetation, mowing of grass, and other routine maintenance necessary for the use and operation of the golf course or to improve the scenic views, provided that Grantor shall take appropriate action (such as roping off or using barriers to protect particular sensitive areas) to avoid impacts or alteration of wetland resource areas or interference with the breeding cycles of songbirds or other wildlife that may be present on the Premises.

c. With the prior written permission of Grantee, the removal of non-native or invasive species, the overplanting of native species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality.

(10) *Use of Machinery and Tools to Maintain Premises.* The use of small machinery and hand-held tools within the existing tee boxes, fairways, sand traps, rough, and greens of St. Mark's Golf Course as documented in the Baseline Documentation Report, including lawnmowers, hedge trimmers, weed-whackers, leaf-blowers, saws, shovels, and rakes to maintain the Premises for use as a golf course.

(11) *Use of Golf Carts and Hand-Pulled Carts.* Electric or other non-gas-powered golf carts or hand-pulled carts may be used by golfers while playing golf on the Premises.

(12) *Installation and Maintenance of New or Existing Irrigation System.* Maintenance of the existing irrigation system and related water and utility lines, the recycling of water for irrigation systems, and with the prior written permission of Grantee, the installation of

a new watering system and related water and utility lines,, so long as the surface is restored to the extent practicable to its prior condition after such installation and maintenance and the work is performed so as to minimize the impact on the conservation values protected by this Restriction.

(13) *Permits.* The exercise of any right reserved by Grantor under this Section III(C) shall be in compliance with zoning, the Wetlands Protection Act, and all other applicable federal, state and local laws, rules, regulations and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit should be issued.

(14) *Composting and Storage.* The stockpiling, storage for removal, composting or otherwise in one location approved in writing by the Grantee and not to exceed one-half (½) acre, of soil, branches, grass clippings, tree and brush clippings and limbs, rocks, stumps, and similar naturally occurring materials originating on the Premises and removed in the normal course of maintenance of the golf course (and the Premises as open space for public outdoor passive recreation if no longer used as a golf course), as well as sand or other non-hazardous materials imported onto the Premises for use on the golf course, 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 Restriction. No such activities will take place closer than one hundred (100) feet from any jurisdictional federal, state or local wetland, waterbody or stream. All exercise of this Reserved Right shall take into account sensitive areas and avoid harm to nesting species during nesting season.

(15) *Wildlife Habitat Improvement.* With the prior written permission of Grantee, 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.

(16) *Trails and Cart Paths.* The marking, clearing, repair and maintenance of existing unpaved trails, footpaths and paved or unpaved golf cart paths for use by golf carts, or in the case of emergency only, for use by vehicles. Trails are to be not wider than six feet.

(17) *Signs.* With the prior written permission of Grantee, Grantor may erect or relocate signs incidental to the operation of the Premises as a golf course and for purposes including: identifying the Grantee as holder of this Conservation Restriction, and its interest in the Premises; to educate the public about the conservation values protected; any limitations relating to public access; trespass; public access; identity and address of the occupants; sale of the Premises; and the protected conservation values of the Premises.

(18) *Irrigation.* Grantor shall minimize use of water for irrigation purposes, but may irrigate the golf course as necessary for the maintenance thereof in accordance with sound golf course management practices.

(19) *Storage and Use of Chemicals.* Use by the Grantor or its designee of pesticides, herbicides, fertilizers and other materials for maintenance and care of the golf course, provided that a list of such substances is approved annually by Grantee prior to use and are, to the maximum extent possible, organic. As necessary, Grantor may store and use chemicals (including herbicides, pesticides, fertilizes, and other similar materials) on the Premises necessary for the maintenance thereof in accordance with sound golf course management practices, provided such storage and use of chemicals:

- a. is consistent with all federal, state and local statutes and regulations;
- b. does not materially impact protected or endangered wildlife;

c. does not negatively impact water quality; and

d. protects the conservation values of the Premises consistent with the purpose and intent of this Restriction, including without limitation, wildlife habitat and scenic value.

(20) *Regulations.* Grantor may develop reasonable rules and regulations, subject to review and approval by Grantee, governing:

a. use of the golf course by the public; and

b. passive outdoor recreational uses of the Premises as open space by the public if and whenever it is not used as a golf course.

(21) *Lease or License.* So long as the same shall not prohibit or impede public access or otherwise impair the purpose and intent of this Restriction, the right to lease, license, or grant less-than-fee interests in all or any portion of the Premises subject to this Restriction, for any use or activity that is permitted by this Restriction, for a period not to exceed one (1) year, renewable annually.

(22) *Work Necessary in Case of Emergency.* If Grantor determines that emergency circumstances require immediate action to prevent or mitigate significant damage to the Premises, public health and safety, or to prevent a deleterious impact on the purposes (including scenic values) of this Restriction, Grantor may perform such work as is reasonably necessary to prevent or mitigate said emergency circumstances, provided that oral and written notice (pursuant to Section III(D) below) of all such actions is provided to Grantee concurrently, or as soon as possible (and in any event not more than 24 hours) thereafter.

(23) *Public Outdoor Passive Recreation Activities.* If and whenever the Premises is temporarily not used as a golf course (due to snow or cold during the winter months,

or during any season), or if the Premises should permanently cease to be used as a golf course, use by the general public upon said parcel on foot in areas designated by Grantor or Grantee for outdoor passive recreational use of the Premises as open space shall continue, including, for example, but not either by way of requirement or limitation, hiking, walking, jogging, bird-watching, cross-country skiing, sledding, snowshoeing and other non-motorized outdoor passive recreational activities that do not materially alter the landscape, do not degrade environmental quality, or do not involve more than minimal use for passive recreational activities. When the Premises is not in use as a golf course, no motorized vehicles shall be allowed on the Property, other than for purposes of maintenance, emergency vehicles, and mobility aids for person with disabilities. Should the Premises cease to be operated as a public golf course, either temporarily or permanently, it shall continue to be available as open space by the public for passive outdoor recreational use in perpetuity.

(24) *Uses Allowed if Premises Permanently Ceases to Operate as a Golf Course.* Should the Premises permanently cease to be operated as a public golf course, it shall continue to be available as open space for passive outdoor recreational use by the general public, in perpetuity, in areas designated by Grantor or Grantee for outdoor passive recreational use of the Premises, including, for example, but not either by way of requirement or limitation, hiking, walking, bird-watching, jogging, cross-country skiing, sledding, snowshoeing and other non-motorized outdoor passive recreational activities that do not materially alter the landscape, do not degrade environmental quality, or do not involve more than minimal use for passive recreational activities. In addition to these passive outdoor recreational uses, and with the prior approval of the Grantee, the following uses shall be allowed: forestry, in accordance with the provisions set

forth below; the right to move or add trails or walking paths; archaeological investigations; and habitat creation or restoration.

(25) *Passive Outdoor Recreation Appurtenances.* With the prior written permission of Grantee, accessories or appurtenances to support and accommodate public passive outdoor recreational use of the Premises as open space whenever the Premises is temporarily or permanently not used as a golf course, including but not limited to: construction, maintenance, repair and replacement of minor structures for passive recreational or educational purposes, including but not limited to interpretive signs, kiosks, and benches; construction, maintenance, and marking of trails or footpaths; and maintenance and repair of existing stone walls.

(26) *Forestry and Vegetation Removal.* Should the Premises cease to be used as a golf course, in accordance with generally accepted forest management practices, and with the prior approval of the Grantee: (a) selective pruning and cutting of trees and other vegetation to control or remove hazards, invasive species, or damage caused by disease, insects or fire, or to preserve the present condition of the Premises, including wood roads and trails; and (b) the cutting of trees for any non-commercial purpose in accordance with a plan prepared by license forester, and approved by the Grantee, that is designed to protect the conservation values of the Premises, including without limitation, wildlife habitat, water quality and scenic value. Whenever required by law, commercial harvesting of forest products shall be carried on pursuant to a Forest Cutting Plan and, whenever a Cutting Plan is filed, a Forest Stewardship Plan must be prepared for each ten (10) year period in which a Forest Cutting Plan is filed. Such plans shall be, prepared by a licensed professional forester and approved by the Department of Conservation and Recreation acting by and through its State Forester (or any successor agency) and shall also be designed to protect the purposes of this Conservation Restriction, including without

limitation, scenic and wildlife habitat values. A copy of such Forest Stewardship Plan shall be submitted to Grantee when completed and a copy of any Forest Cutting Plan pursuant thereto shall be submitted to the Grantee at least thirty (30) days prior to any cutting taking place. Any removal of trees and shrubs in violation of the Forest Cutting Plan shall be remedied by the planting and maintenance of trees and shrubs of the size and type removed.

(27) *Right to Enforce.* The right to enforce this Restriction in the event that the Grantee fails to do so or are unable to do so.

D. **Notice and Approval.** Whenever notice to or approval by Grantee is required, Grantor shall notify Grantee in writing not less than 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 60 days of receipt of Grantor's request. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not materially impair the purposes of this Conservation Restriction.

Failure of Grantee to respond in writing within 60 days shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after 60 days in the notice, the requested activity is not prohibited herein, and the activity will not materially impair the conservation values or purposes of this Conservation Restriction.

E. **Management Plan.** The Grantor and Grantee shall develop a Management Plan identifying best practices for performing and implementing the acts and uses allowed under

Section III(C) above. The Grantor and Grantee will designate one or more representative(s) to meet annually on a mutually agreeable date to review the Management Plan, revise it as necessary and appropriate, and identify any reasonably foreseeable work or activity on the Premises which requires Notice and Approval under Section III(D) above. The Management Plan is intended to establish mutually agreed-upon best practices, and avoid confusion or misunderstanding, regarding acts and uses allowed by and consistent with this Restriction, including: use and storage of chemicals including pesticides and herbicides; irrigation; mowing, cutting and other routine maintenance of the Premises; management of vegetation and trees; maintenance, repair and construction on the Premises, including structures; use of machinery and tools; golf carts; composting and storage of naturally occurring materials originating on the Premises; maintenance of trails and paths; and signage. In developing the Management Plan, the Grantor and Grantee may utilize educational and informational resources available from reputable organizations (for example, Audubon International) identifying best practices for promoting and enhancing the Premises' important historic and open space conservation values (including scenic views, protection of wetlands and water quality, and wildlife habitat) by minimizing potentially harmful impacts from continued operation of the golf course.

F. **Permanent Abandonment of St. Mark's Golf Course.** The Premises shall permanently cease to be used as a golf course should Grantor fail to operate and maintain St. Mark's Golf Course in substantially the same condition as established in the Baseline Documentation Report for a period of four (4) consecutive years.

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, and not in limitation of, any other rights and remedies available to the Grantee. The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction. Grantee agrees to provide Grantor with notice and a reasonable opportunity to Cure, as described in Section IV(B) below, prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Conservation Restriction.

B. **Cure; Grantee's Remedies.** In the event that Grantee becomes aware of what they perceive as a material violation of the terms of this Restriction, Grantee shall give notice in writing and served personally or sent by first-class mail, postage pre-paid, to Grantor and request corrective action sufficient to abate such violation (a "Cure") and restore the Premises to a condition substantially similar to that which existed prior to such violation.

Except in emergency situations where immediate action needs to be taken, as defined in the following paragraph, failure by Grantor within 30 days after receipt of such notice to Cure, to begin good faith efforts to Cure where completion of such action cannot be reasonably accomplished within 30 days, to initiate such other corrective action to such violation as appropriate in the circumstances and as may be reasonably requested by Grantee, or failure by Grantor to diligently pursue a Cure once commenced, shall entitle Grantee to: (i) bring an action at law or in equity in a court of competent jurisdiction to enforce this Restriction; (ii) require actions to be taken in order to effect the restoration of the Premises to a condition substantially

similar to that which existed prior to such violation; and (iii) seek to enjoin any violation by temporary or permanent injunction.

If Grantee, in its sole discretion reasonably exercised, determine that emergency circumstances require immediate action to prevent or mitigate significant damage to the Premises, Grantee may pursue its remedies under this section with concurrent oral and written notice to Grantor and without waiting for the period for Cure to expire, provided, however, that any such remedy pursued shall be a remedy solely and directly related to the damage which has occurred. Grantee shall give concurrent oral and written notice for all such actions and shall provide Grantor with written notice of all actions taken by it pursuant to this paragraph immediately (or as soon as possible) thereafter.

C. **Grantee Disclaimer of Liability.** By its acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises.

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

E. **Non-Waiver.** 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. Any forbearance by the Grantee to exercise its right to enforce this Restriction in the event of any violation of this Restriction shall not be deemed or construed to be a waiver by Grantee of such violation or another violation of this Restriction or of any of Grantee's rights under this Restriction.

F. **Acts Beyond Grantor's Control.** Nothing contained in this Restriction shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the

Premises resulting from causes beyond Grantor's control, including, without limitation, acts of trespassers or unauthorized or wrongful acts of third persons, fire, flood, storm, earth movement, major tree or plant disease, or from any prudent action taken by Grantor intended to mitigate injury to the Premises resulting from such causes. Notwithstanding the foregoing, nothing herein shall preclude Grantor's or Grantee's rights to pursue any third party for damages to the Premises for vandalism, trespass, or any other violation of this Restriction. Grantor and Grantee agree that in the event of damage to the Premises from acts beyond Grantor's control, if Grantor and Grantee agree that it is desirable and feasible for the Premises to be restored, Grantor and Grantee, at no expense to Grantee, will cooperate in attempting to restore the Premises.

G. **Grantee Obligations.** To the extent that Grantee by action or inaction does not perform or fulfill any affirmative, non-discretionary obligation required of Grantee pursuant to the terms of this Restriction, then Grantor shall give written notice (in accordance with Section III(D) above) of such obligations to Grantee and the parties shall cooperate and act in good faith to reach a reasonable resolution with respect to such obligation.

H. **Costs.** Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred.

V. ACCESS:

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. The Grantor also grants to the Grantee, after notice of a violation and failure of the Grantor to Cure said violation, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines.

VI. EXTINGUISHMENT:

A. If circumstances arise in the future such as render the purpose of this Restriction impossible to accomplish, this Restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Massachusetts Secretary of Energy and Environmental Affairs (or successor official). If any change in conditions ever gives rise to extinguishment or other release of the 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 B below, 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. Grantee shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein.

B. Grantee Receipt of Property Right. The Grantor and the Grantee agree that the grant and conveyance of this Conservation Restriction gives rise for purpose of this paragraph to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction determined by appraisal at the time of extinguishment to the value of the unrestricted Premises at that time and represents development rights associated with the Premises. Such proportionate value of the Grantee's

property right shall remain constant. Any proceeds will be distributed only after complying with the terms of any gift, grant, or other funding requirements, including Community Preservation Act funds.

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 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 V. B – above, after complying with the terms of any law, gift, grant, or funding requirements. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds like a continuing trust in a manner consistent with the conservation purposes of this grant.

D. 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.

E. Allocation of Expenses Upon Disposition. 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 the Grantee in shares equal to such proportionate value.

F. Continuing Trust of Grantee's Share of Proceeds of Conservation Restriction Disposition. The Grantee shall use its share of the proceeds in the 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 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 be in gross and shall not be assigned 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;

(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;

(3) such assignment is approved in advance in writing by Grantor, which approval shall not be unreasonably withheld, and so long as Grantee provides written notice to Grantor at least sixty (60) days prior to any intended assignment of this Restriction; and

(4) any assignment shall be in compliance with the provisions required by Article 97 of the Amendments to the State Constitution, if applicable.

Any attempted assignment by Grantee of the benefits of this Restriction contrary to the terms hereof shall be invalid but shall not operate to extinguish this Restriction. As a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continue to be carried out; that the Assignee is not an owner of the fee in the Property, and the Assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts. Any assignment will comply with article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VIII. SUBSEQUENT TRANSFERS:

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 within 20 days of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. Any transfer will comply with article 97 of the Amendments of the Constitution of the Commonwealth of Massachusetts, if applicable.

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 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 they will not take title, to any part of the Premises without having first assigned this Conservation Restriction to a non-fee owner that is qualified under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts in order to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

XI. 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 Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Worcester Registry of Deeds.

XII. EFFECTIVE DATE:

_____, 2018

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the General Laws have been obtained and it has been recorded.

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: Type in address here.

To Grantee: Type in addresses here.

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 constructed in favor of the grant to affect the purpose of this Conservation Restriction and the policy and purposes of Massachusetts General Laws Chapter 184, Sections 31-33. If any provision in this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability. If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provision of this Conservation Restriction shall not be affected thereby.

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

E. Successors; Benefits and Burdens. The covenants, terms, conditions, restrictions, benefits, and burdens of this Restriction shall be binding upon and inure to the parties hereto and their respective successors, personal representatives, heirs, and assigns, and shall continue as a servitude running in perpetuity with the Premises. An owner of the Premises shall only be responsible for those violations existing on the Premises during such owner's ownership, and while still an owner of the Premises (although notwithstanding the foregoing, a subsequent owner may also be held responsible for those violations existing during another's prior

ownership of the Premises unless an estoppel or compliance certificate was obtained by such subsequent owner prior to or at the time of the transfer of the Premises' ownership to such subsequent owner).

XV. MISCELLANEOUS:

A. Pre-existing Public Rights. 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.

B. Homestead. The Grantor attests that there is no residence on or abutting the Premises (including exclusions) that is occupied or intended to be occupied as a principal residence by a spouse, former spouse, or children of the grantor, or a spouse, former spouse, or children of the beneficiary of the trust, if Premises is owned by a trust.

C. The Grantor agrees to subordinate all liens, mortgages, construction loans and home equity lines of credit to this Conservation Restriction

D. Attached hereto and incorporated herein by reference are the following:

Signature pages:

Grantor

Grantee Acceptance

Approval by Select Board

Approval of the Secretary of Energy and Environmental Affairs.

Exhibits:

Exhibit A: legal description

Exhibit B: sketch plan or field survey

XVI. RECORDATION:

The Grantor shall record this instrument in a timely fashion in the Worcester District Registry of Deeds on or before _____, 2018.

EXECUTED under seal this ____ day of _____, 2018

THE TOWN OF SOUTHBOROUGH
by its Board of Selectmen

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On _____, 2017 before me, the undersigned notary public, personally appeared _____ and acknowledged to be that the Principal signed the preceding or attached document voluntarily for its stated purpose. The Principal proved to me through satisfactory evidence of identification that the Principal is the person whose name is signed on the preceding or attached document. The satisfactory evidence of identification provided to me was:

- A current document issued by a federal or state government agency bearing the photographic image of the Principal’s face and signature; or
- On the oath or affirmation of a credible witness unaffected by the document or transaction who is personally known to the notary public and who personally knows the Principal; or

Identification of the Principal based on the notary public's personal knowledge of the identity of the Principal; or

The following evidence of identification:

Notary Public
Printed Name: _____
My Commission Expires: _____

[Seal]

ACCEPTANCE OF GRANT

The above Conservation Restriction is accepted this _____ day of _____, 2017.

SUDBURY VALLEY TRUSTEES, INC.

By: _____

Sudbury Valley Trustees, Inc.

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On _____, 2017, before me, the undersigned notary public, personally appeared _____ (the "Principal") and acknowledged to be that the Principal signed the preceding or attached document voluntarily for its stated purpose. The Principal proved to me through satisfactory evidence of identification that the Principal is the person whose name is signed on the preceding or attached document. The satisfactory evidence of identification provided to me was:

- A current document issued by a federal or state government agency bearing the photographic image of the Principal's face and signature; or
- On the oath or affirmation of a credible witness unaffected by the document or transaction who is personally known to the notary public and who personally knows the Principal; or
- Identification of the Principal based on the notary public's personal knowledge of the identity of the Principal; or
- The following evidence of identification:

Notary Public
Printed Name: _____
My Commission Expires: _____

[Seal]

APPROVAL BY SELECTMEN

We, the undersigned, being a majority of the Selectmen of the Town of Southborough, Massachusetts, hereby certify that a meeting duly held on _____, 2017, the Selectmen voted to approve the foregoing Conservation Restriction to the **SUDBURY VALLEY TRUSTEES, INC.** pursuant to M.G.L. c.184, § 32.

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On _____, 2017, before me, the undersigned notary public, personally appeared _____ (the "Principal") and acknowledged to be that the Principal signed the preceding or attached document voluntarily for its stated purpose. The Principal proved to me through satisfactory evidence of identification that the Principal is the person whose name is signed on the preceding or attached document. The satisfactory evidence of identification provided to me was:

- A current document issued by a federal or state government agency bearing the photographic image of the Principal's face and signature; or
- On the oath or affirmation of a credible witness unaffected by the document or transaction who is personally known to the notary public and who personally knows the Principal; or
- Identification of the Principal based on the notary public's personal knowledge of the identity of the Principal; or
- The following evidence of identification:

Notary Public
Printed Name: _____
My Commission Expires: _____

[Seal]

**APPROVAL BY SECRETARY OF ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of the Executive Office of Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction to **SUDBURY VALLEY TRUSTEES, INC.**, has been approved in the public interest pursuant to M.G.L. c.184, §32.

Date: _____, 2017

SECRETARY OF ENVIRONMENTAL AFFAIRS

By: _____

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On _____, 2017, before me, the undersigned notary public, personally appeared _____ (the "Principal") and acknowledged to be that the Principal signed the preceding or attached document voluntarily for its stated purpose. The Principal proved to me through satisfactory evidence of identification that the Principal is the person whose name is signed on the preceding or attached document. The satisfactory evidence of identification provided to me was:

- A current document issued by a federal or state government agency bearing the photographic image of the Principal's face and signature; or
- On the oath or affirmation of a credible witness unaffected by the document or transaction who is personally known to the notary public and who personally knows the Principal; or
- Identification of the Principal based on the notary public's personal knowledge of the identity of the Principal; or
- The following evidence of identification:

Notary Public
Printed Name: _____
My Commission Expires: _____

[Seal]