

GRANTOR: SHEPLEY HILL CAPITAL PARTNERS, LLC
GRANTEE: TOWN OF GROTON, *acting by and through its*
CONSERVATION COMMISSION
ADDRESS OF PREMISES: SAND HILL ROAD AND LONGLEY ROAD
GRANTOR'S TITLE: MIDDLESEX SOUTH COUNTY REGISTRY OF DEEDS
Book 19574, Page 223

CONSERVATION RESTRICTION

SHEPLEY HILL CAPITAL PARTNERS, LLC, a Massachusetts limited liability company with an address of 176 Barton Road, Stow, Massachusetts 01775, being the Declarant under that certain Master Deed of the Shepley Hill Condominium, dated [], and recorded with the Middlesex South Registry of Deeds in Book [], Page [] (the "Master Deed"), pursuant to the powers reserved to it under Section 13 of said Master Deed, for its successors and assigns (the "Grantor"), acting under Sections 31, 32 and 33 of Chapter 184 of the Massachusetts General Laws, in consideration of \$10.00, hereby grants with QUITCLAIM COVENANTS to the Town of Groton, a Massachusetts municipal corporation, acting by and through the Conservation Commission of the Town of Groton (the "Conservation Commission") by authority of Section 8C of Chapter 40 of the Massachusetts General Laws, with a mailing address of [], Groton, Massachusetts, and their successors and permitted assigns (the "Grantee"), IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on land located in Groton and containing a [] acre portion ("Open Space Premises") of a [] acre Property] (the "Property"), which Open Space Premises is more particularly described in Exhibit "A"¹ and shown as Open Space Parcel and shown in the attached sketch plan in Exhibit "B"². The Open Space Premises and Property are further described in Paragraph I, below.

¹ The Legal Description of a CR must contain metes and bounds measurements pursuant to MGL c. 184 s. 26(c) – this requirement can be satisfied with a narrative metes and bounds description OR with a reference to a recorded plan that contains metes and bounds measurements. Metes and bounds measurements should be provided for ALL building envelopes and any exclusion areas. When using a plan, identify the following: the name or label for the pertinent parcel or CR area, the title of the plan, etc.

² If a recorded plan is being used as the legal description, attach a reduced copy of the recorded plan in Exhibit B. The CR area and any exclusions or building envelopes must be clearly marked.

I. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the General Laws. The purpose of this Conservation Restriction is to assure that the Open Space Premises will be maintained in perpetuity for conservation purposes, in a natural, scenic and undeveloped condition, and to prevent any use or change that would materially impair or interfere with its conservation and preservation values (the "Conservation Values") as further described below.

This Conservation Restriction is granted pursuant to and in accordance with the requirements described in those certain [findings and approvals] contained in the Decision (the "Decision") of the Town of Groton Planning Board (the "Board") dated [], which Decision includes a [Major Residential Development Special Permit and Subdivision Approval and is recorded with Middlesex South District Registry of Deeds in Book [], Page [], (together the "Approvals").

The Approvals provide for the use and development of a [] acre section of the Property, shown as [] on the plan attached hereto as Exhibit "B" (the "Residential Parcel") as a twenty-six (26) unit residential condominium development consisting of duplex structures for individuals who have attained the age of fifty-five (55) (the "Age Restricted Condominium") together with the Baseline Report (defined below) and the Landscape Plans referenced in the Approvals, collectively referred to herein as the "Plans".

Grantor and Grantee acknowledge that the Approvals required the creation of an open space parcel and as part of the Approvals required that the Premises be shown on the approved site plan as Open Space Parcel "A" and that the Approvals require the placement of a perpetual restriction, enforceable by the Grantee, on the Premises that limits its use to passive recreation as follows:

1. Preserving open space in the Premises for conservation and/or recreation purposes.
2. Providing trails for residents of the Age Restricted Condominium within the Premises for the purposes of quiet, non-motorized passive recreational activities such as walking, running, hiking, bicycling, and wildlife observation (collectively, the "Passive Recreational Uses") within the Premises, which trails are depicted on the Plans.
3. Providing a location for any relocated public water supply wells within the Premises.
3. Granting this Conservation Restriction to the Town of Groton serves to fulfill Grantor's obligation to satisfy and comply with the conditions of the Approvals.

Subject to compliance with all of the terms and conditions of the Approvals as set forth in the Decision, the Grantor has the right to complete the construction of the Age Restricted Condominium (including but not limited to access drives, driveways, waste water disposal

system, and storm water systems, parking, and landscaped areas) within the Residential Parcel.

This Conservation Values include but are not limited to the following:

- Permanent Open Space and Scenic Protection. The Open Space Premises contributes to the protection of the scenic and natural character of Groton and the protection of the Open Space Premises will enhance the open-space, agricultural, and horticultural value of nearby lands. The Premises abuts land already conserved and or operated as farmland, including [].
- Preserving the open and vegetated areas in the Premises and other natural features is important to the character of the Town of Groton and serves the purposes described in the Approvals as well as the reduction of infrastructure and the promotion of passive recreation.
- Preserving wetland areas as well as the wooded upland and open grass fields located within the Premises that serve as wildlife habitat, and contribute to the protection of public and private water supply as the entirety of the Premises is located within a Zone II Wellhead Protection Area, pollution prevention, groundwater supply flood control and storm damage prevention.
- Public Access. Public access to the Open Space Premises will be allowed for passive recreation and enjoyment of nature. The Open Space Premises will create and permanently conserve [] feet of walking trails that connect to [] within the Town of Groton. Additionally, the Open Space Premises will provide close-to-home multi-use recreational opportunities to all of Groton’s residents.
- Furtherance of Federal, State, and Local Governmental Conservation Policies. Protection of the Open Space Premises furthers the Town of Groton’s [Open Space and Recreation Plan, including the protection of the Town’s scenic landscapes, and significant wildfire habitat. The [2011] Master Plan of the Town of Groton has made a priority the preservation of natural resources that sustain critical ecosystems.
- Educational Resources. The conservation of the Open Space Premises will provide opportunities to educate the public about environmental resource and stewardship issues.

These and other conservation values of the Premises, as well as its current uses and state of improvement, 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 referenced 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 Open Space Premises as of the date of this

Conservation Restriction, (ii) is intended to fully comply with applicable Treasury Regulations, and (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. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Open Space Premises at the time of this grant other than the Baseline Report, should the Baseline Report be unavailable or if it does not adequately address the issues presented.

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

A. Prohibited Acts and Uses

Subject to the exceptions set forth herein, the Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Open Space Premises:

- (1) Constructing, placing or allowing to remain any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, sign, fence, billboard or other advertising display, antenna, utility pole, tower, solar panel, solar array, conduit, line or other temporary or permanent structure or facility on, above or under the Premises except for the [trails, access easements and storm water management facilities, septic system, public water supply wells and their associated infrastructure], as shown on the plan attached as Exhibit “B”, which may remain on the Premises and be maintained, repaired, and replaced in their current location as depicted on Exhibit “B”;
- (2) Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise making topographical changes to the area;
- (3) Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings generated off-site, waste or other substance or material whatsoever or the installation of underground storage tanks;
- (4) Cutting, removing or otherwise destroying trees, grasses or other vegetation;
- (5) Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, wildlife habitat, or archaeological conservation;
- (6) Use, parking or storage of vehicles including motorcycles, mopeds, all-terrain vehicles, trail bikes, 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 or as necessary for the mobility impaired;

- (7) Subdivision or conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), and no portion of the Premises may be used towards building or development requirements on this or any other parcel;
- (8) The use of the Premises for business, residential or industrial use, or for more than *de minimis* commercial recreation;
- (9) Any other use of the Premises or activity which is inconsistent with the purpose of this Conservation Restriction or which would materially impair its Conservation Values unless necessary in an emergency for the protection of the Conservation Values that are the subject of this Conservation Restriction.

B. Reserved Rights and Exceptions

The Grantor reserves the right to conduct or permit the following activities and uses on the Open Space Premises (the “Reserved Rights”), but only if such uses and activities do not impair the Conservation Values or purposes of this Conservation Restriction.

- (1) Outdoor Passive Recreational Activities. Hiking, bicycling, [horseback riding], cross-country skiing and other non-motorized outdoor passive recreational activities that do not materially alter the landscape, do not degrade environmental quality.
- (2) Vegetation Management. The selective removal of brush, selective and minimal pruning and cutting to preserve and maintain the recreational use of the Open Space Premises and to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Open Space Premises, including vistas as documented in the Baseline Report, woods roads, fence lines and trails and meadows.
- (3) Non-native or nuisance species. With the prior written approval of the Grantee, the removal of non-native or invasive species, the interplanting of native species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality. Grantor’s request shall include a plan and a manner of removal including all chemicals to be used.
- (4) Wildlife Habitat Improvement. With the prior written approval 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 or removal of vegetation to encourage early successional habitat.
- (5) Archaeological Investigations. The conduct of archaeological activities, including without limitation survey, excavation and artifact retrieval, following submission of an

archaeological field investigation plan and its approval in writing by Grantee and the State Archaeologist of the Massachusetts Historical Commission (or appropriate successor official).

- (6) Signage. Erection of signs to educate the public about the Conservation Values and limitations relating to public access and to identify Grantor, Grantee, and regulations for public use.
- (7) Trails. With the prior written consent of Grantee, the marking, clearing and maintenance of new unpaved walking trails, including bridges, as shown in the Baseline Report for use by Grantor and members of the public.
- (8) Fire Lanes. The clearing of vegetation and the creation, use, maintenance, and repair of such unpaved fire lanes as the Groton Fire Chief may deem reasonable necessary or convenient to access and preserve the Open Space Premises in the event of fire, the location of such lanes to be subject to the written approval of the Grantor which fire lanes shall not be more than 15 feet wide.
- (9) Parking Areas. The use and maintenance of an unpaved parking area, for the parking of no more than three (3) motor vehicles, with changes to the location, size and materials of the parking are to be subject to Grantee's prior written approval.
- (10) Site Restoration. Any work undertaken in conjunction with the Reserved Rights described in this Paragraph B shall seek to minimize disturbance to the Conservation Values and other natural features within the Open Space Premises that may be impacted as a result of exercising of any of the Reserved Rights described herein. Upon completion of any site work performed in conjunction with the Reserved Rights described in this Paragraph B, any disturbed areas shall be restored substantially to the conditions with respect to soil material, grade, and vegetated ground cover as documented in the Baseline Report, as applicable, or in conformance with the conditions with respect to soil material, grade, and vegetated ground cover that existed prior to said work, if said work is done in any area not documented in the Baseline Report.
- (11) Permits, Regulations, Laws. The exercise of any right reserved by Grantor under this Paragraph B 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.
- (12) Permitted Acts and Uses. All acts and uses not prohibited by subparagraphs A and B are permissible provided they do not materially impair the purposes or Conservation Values hereof.

- (13) Best Management Practices. The exercise of any right reserved by Grantor under this Paragraph B shall follow, when available and if applicable, established, up to date, and regionally-applicable Best Management Practices or similar standards developed by a governmental agency or other entity with known expertise in the area of practice and designed to protect the natural features potentially affected by the action(s).
- (14) Other Activities. Such other non-prohibited activities or uses of the Open Space Premises may be permitted with the prior approval of the Grantee provided that the Grantee has made a finding, such finding to be documented in writing and kept on file at the office of the Grantee, that such activities are consistent with the Reserved Rights, do not impair the Conservation Values and purposes of this Conservation Restriction, and, where feasible, result in a net gain in conservation value of the Premises.

[C. Building Envelope. For CRs with building envelopes, insert this and continue letter below for Notice and Approval at "D".]

Within the Premises there is a Building Envelope shown on the Plan in Exhibit B as "Building Envelope" *[or edit as appropriate for Building Envelope description/exhibit]*, in which the Grantor reserves the right to conduct or permit the following activities and uses in addition to the Reserved Rights described in Paragraph II(B) and otherwise subject to this Conservation Restriction:

1. The right to use, maintain, improve, replace, or relocate the existing driveway, yard, parking area, well, and septic system (hereinafter "Improvements") within the Building Envelope but not to locate Improvements outside of the Building Envelope unless a qualified professional determines that there is no feasible location for any such improvement within the Building Envelope, such a finding not to consider financial feasibility, and the Grantee approves of any such Improvement to be located outside of the Building Envelope, and provided that any of these improvements serves only the single family dwelling located within the Building Envelope *[OR, "The right to install, maintain, repair, and replace (name improvements), (hereinafter "Improvements") within the Building Envelope, but not to locate Improvements outside of the Building Envelope unless a qualified professional determines that there is no feasible location for any such improvement within the Building Envelope, such a finding not to consider financial feasibility, and provided that any of these improvements serves only the single family dwelling located within the Building Envelope];* and
2. *[Add, delete, or edit, any other additional permitted uses and activities allowed within the Building Envelope(s);]*

C. Notice and Approval.

Whenever notice to or approval by Grantee is required, Grantor shall notify Grantee, by a method requiring proof of receipt, 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 impair the purposes of this Conservation Restriction.

Subject to any applicable law or regulation, 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 impair the conservation values or purposes of this Conservation Restriction. This Section II(C)(2) shall not apply to Section II(B)(14), in which case a failure of the Grantee to respond shall be deemed a denial of the request (hereinafter, a "Deemed Denial"). A Deemed Denial is not final or binding on Grantee, and Grantor may submit the same or a similar request for approval.

III. LEGAL REMEDIES OF THE GRANTEE

A. Legal and Injunctive Relief.

The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to their condition prior to the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction. Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the Conservation Values of the Conservation Restriction.

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. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey and to have the boundaries permanently marked.

B. Non-Waiver.

Enforcement of the terms of this Conservation Restriction shall be at the discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation

Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

C. Disclaimer of Liability

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

D. Acts Beyond the Grantor's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Premises, if desirable and feasible.

IV. ACCESS

The Grantor hereby grants to the Grantee, or 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.

The Grantor 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 Section II(B) 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 of this Conservation Restriction. Grantor has the right to control, limit, or prohibit by posting and other reasonable means activities or uses of the Open Space Premises not authorized in Section II(B). The Grantor's right to grant public access across the Open Space Premises is subject to the restrictions described in this Conservation Restriction. Any public use which is permitted by the terms of this Conservation Restriction constitutes permission to use the Premises for purposes described in the Massachusetts General Laws Chapter 21, Section 17C and the Grantor and Grantee hereto benefit from exculpation from liability to the extent provided in such section. The Grantee may require the Grantor to post the Open Space Premises against any use that

may result in rutting or erosion or other damage to the natural resources of the Open Space Premises.

V. EXTINGUISHMENT

A. Termination of Restriction. If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Massachusetts Secretary of Energy and Environmental Affairs. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds 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. Proceeds. Grantor and Grantee agree that the donation 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 property. 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, if applicable.

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.

VI. DURATION & ASSIGNABILITY

A. Running of the Burden. The burdens of this Conservation Restriction shall run with the Open Space Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Open Space 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 their 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 in the following instances:

As a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out; 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.

VII. 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 not less than twenty (20) days prior to the execution 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 to 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.

VIII. ESTOPPEL CERTIFICATES

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

IX. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this

Conservation Restriction to a non-fee owner 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.

X. AMENDMENT

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the General laws of Massachusetts. Any amendments to this conservation restriction shall occur only in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs and if applicable, shall comply with the provisions of Art. 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Middlesex South Registry of Deeds.

XI. EFFECTIVE DATE

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

XII. 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: Name(s)
Address
Municipality, State, Zip code

To Grantee: Name
Address
Municipality, State, Zip code

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.

XIII. GENERAL PROVISIONS

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

B. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purposes of Chapter 184, Sections 31, 32, and 33 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

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

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

E. Costs and Expenses. Grantor and its heirs, successors, and assigns shall retain all of the responsibilities, liabilities, and costs related to ownership, upkeep and maintenance of the Open Space Premises, including payment of real estate taxes, Grantee assumed and shall incur no such liabilities or cost.

XIV. MISCELLANEOUS

A. Pre-existing Public Rights. Approval of this Conservation Restriction pursuant to Chapter 184, Section 32 of the Massachusetts General Laws by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

B. Subordination. The Grantor shall record at the appropriate Registry of Deeds 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. Attached hereto and incorporated herein by reference are the following:

Signature pages:

Grantor

Grantee Acceptance

Approval by Town of Groton Board of Selectmen

Approval of the Secretary of Energy and Environmental Affairs.

Exhibits:

Exhibit A: Legal Description of Premises

Exhibit B: Sketch Plan of Premises

DRAFT

WITNESS my hand and seal this ____ day of _____, 20____,

SHEPLEY HILL CAPITAL PARTNERS, LLC

By: _____
Lawrence Smith, Manager

COMMONWEALTH OF MASSACHUSETTS

[Enter County], ss:

On this _____ day of _____, 2020 before me, the undersigned notary public, personally appeared LAWRENCE SMITH proved to me through satisfactory evidence of identification, which was his driver's license, to be the person whose name is signed on the foregoing instrument, and acknowledged to me that he signed it voluntarily for its stated purpose as Manager of SHEPLEY HILL CAPITAL PARTNERS, LLC.

Notary Public
My Commission Expires:

DRAFT

ACCEPTANCE BY GROTON CONSERVATION COMMISSION

We, the undersigned, being a majority of the Conservation Commission of the Town of GROTON, Middlesex County, Massachusetts, hereby certify that at a public meeting duly held on _____, 202____, the Conservation Commission voted to accept the foregoing Conservation Restriction from SHEPLEY HILL CAPITAL PARTNERS, LLC, pursuant to Massachusetts General Laws, Chapter 40, §8C and Chapter 184, §32, and agree to be bound by its terms.

GROTON CONSERVATION COMMISSION

COMMONWEALTH OF MASSACHUSETTS

[Enter County], ss:

On this _____ day of _____, 202____ before me, the undersigned notary public, personally appeared the above members of the Conservation Commission for the Town of GROTON, who are personally known to me to be the individuals whose name is signed above, acknowledged to me that each signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

DRAFT

APPROVAL OF SELECT BOARD

We, the undersigned, being a majority of the Board of Selectmen of the TOWN OF GROTON, Middlesex County, Massachusetts, hereby certify that at a public meeting duly held on _____, 202 , the Board of Selectmen voted to approve the foregoing Conservation Restriction from SHEPLEY HILL CAPITAL PARTNERS, LLC to the TOWN OF GROTON acting by and through its Conservation Commission in the public interest pursuant to G. L. Chapter 184, Section 32.

Groton Board of Selectmen

COMMONWEALTH OF MASSACHUSETTS

[Enter County], ss:

On this ___ day of _____, 202 , before me, the undersigned notary public, personally appeared the above members of the Board of Selectmen for the Town of Groton, who are personally known to me to be the individuals whose name is signed above, acknowledged to me that each signed it voluntarily for its stated purpose.

Notary Public

My Commission Expires:

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

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from SHEPLEY HILL CAPITAL PARTNERS, LLC to the TOWN OF GROTON acting by and through its Conservation Commission has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: _____, 202__

KATHLEEN A. THEOHARIDES
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this _____ day of _____, 202__, before me, the undersigned notary public, personally appeared KATHLEEN A. THEOHARIDES, and proved to me through satisfactory evidence of identification which was _____ 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:

EXHIBIT A

Legal Description of Premises

Street Address:

DRAFT

EXHIBIT B

[Reduced Copy of OR Sketch] Plan of Premises

DRAFT