

From: Joel Bard [<mailto:JBard@k-plaw.com>]
Sent: Friday, August 10, 2018 12:25 PM
To: 'Beth Faxon' <bfaxon@townsend.ma.us>
Cc: Lance McNally <ljmcnally@comcast.net>; David C. Jenkins <DJenkins@k-plaw.com>; 'James Kreidler' (<jkreidler@townsend.ma.us> <jkreidler@townsend.ma.us>); Robin Stein <RStein@k-plaw.com>
Subject: RE: Townsend Planning Board Request for legal counsel status please

Hi Beth

In my opinion, when open space is conveyed to a non-profit, as opposed to being conveyed to the Town or a corporation or trust owned by the homeowners, that non-profit should be an independent third party, which is not the case here. In addition, I do not believe that Campbell Farm Land Trust, Inc. has yet been created, let alone acquired non-profit status. We have searched both the Commonwealth of Massachusetts Corporations Division and Attorney Generals' Division of Public Charities websites and found no filings for that entity. Regardless, the important point is that the statutory option allowing for the open space land being conveyed to a "non-profit organization the principal purpose of which is the conservation of open space" is intended to allow the land to be conveyed to an organization which exists for these purposes, such as a local, regional or statewide conservation land trust or similar land-conservation organization. A newly created nonprofit organization, whose officers are the same as the development team are not, in my opinion, what the statute intended.

Moreover, Section 145-39 A of the Town's Bylaw requires the open space to be preserved in perpetuity. In order to assure that this objective is met, we recommend the Town and developer use the Department of Conservation and Recreation's Conservation Restriction Review Program. Here is a link to that program that the Town may wish to review. <https://www.mass.gov/service-details/conservation-restriction-review-program>.

Attached hereto is the model conservation restriction recommended by DCR. The Deed Restriction proposed here contains some of the language from the model but I am not sure that this form would be approved by DRC and successfully ensure the restriction in perpetuity. Conveying to the Town, the homeowners or an independent third party and using the DCR model would help to resolve many of the Town's outstanding questions about the proposed language. For example, the model includes a section to identify and delineate rights of the public, if any, to use the open space land. The nature of the common open space (conservation land for example) may prevent use by residents, but the agreement should specify if the

residents of the development will be able to use some of the open space. It is very difficult to tell from the Plan how the open space is accessed, if at all.

In addition, the revised deed restriction does not contain all of your prior suggested changes. For example, the Grantor has proposed new language allowing the Grantor to enforce the restriction. That is not acceptable, in my opinion.

You also have questions about the use of Parcel A on the OSPD plan. Parcel A is identified on the Plan as “Site Acres Not a Building Lot” and appears to be separate from the open space parcel. The Town’s questions are: “Is Parcel A a permitted use of the land in an OSPD under the bylaw?” and “Is Parcel A considered part of the OSPD, or, as it is not a lot under common open space, it is considered to be separate from the OSPD?” No use appears to be proposed for Parcel A. These are largely factual questions best answered by the applicant. It is permissible to have a lot or parcel for which “no use” is proposed, but the question is factual, i.e., what is the intended purpose of that land. Is it a future building area? Is it open space? I recommend that the Planning Board have the applicant clarify the future plans for Parcel A. Typically, land that is not dedicated to improvements is dedicated to open space, but the applicant may have another designation in mind. It should be clarified. Ultimately, the Planning Board’s decision, and the final plan, should specify what areas contain buildable lots, how many units may be developed, and how all of the land in question will either be developed (now or in the future) or kept as open space.

Please let us know if you have further questions on this matter. Please note that I will be leaving for vacation on Tuesday, but my colleague Robin Stein will be available.

Thank you.

Joel

Joel B. Bard, Esq.

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From: Beth Faxon [<mailto:bfaxon@townsend.ma.us>]
Sent: Thursday, August 09, 2018 11:01 AM
To: Joel Bard <JBard@k-plaw.com>
Cc: Lance McNally <ljmcnally@comcast.net>
Subject: FW: Townsend Planning Board Request for legal counsel status please
Importance: High

Hello Joel,

Please advise as to the status of your response to the Townsend Planning board request for counsel (attached). The Townsend Planning Board looks forward to your response.

All the Best,

Beth Faxon
Planning and Zoning Board of Appeals Administrator, Town of Townsend
bfaxon@townsend.ma.us
Land Use Department
272 Main St.
Townsend, MA 01469
978-597-1722
Office Hours: Mon. – Thur. 9am - 4pm
www.townsend.ma.us

If this email is received by a multi-member public board, commission or committee please take care to never “respond to all” as you may inadvertently create a violation of the open meeting law. Thank you.

In Massachusetts, the term "public record" is broadly defined to include all documentary materials or data created or received by any officer or employee of any governmental unit, regardless of physical form or characteristics, unless it falls under one of the statutory exemptions to the Public Records Law. G.L.c. 4, 7(26). Consequently, email is subject to the disclosure, retention, and maintenance provisions as required by law. G.L.c. 66

From: Beth Faxon [<mailto:bfaxon@townsend.ma.us>]
Sent: Thursday, August 02, 2018 2:44 PM
To: Joel Bard (JBard@k-plaw.com) <JBard@k-plaw.com>
Subject: Townsend Planning Board Request for legal counsel

Hi Joel,

Please find a request for legal counsel packet from the Townsend Planning Board attached. The packet includes a revised and edited document "Exhibit B Deed Restriction" submitted to the Planning board by the applicant at a public hearing on July 16, 2018. I hope the materials packet is sufficiently organized. Please let me know if I can be of further assistance.

We look forward to your counsel.

Kind Regards,

Beth Faxon

Planning and Zoning Board of Appeals Administrator, Town of Townsend

bfaxon@townsend.ma.us

Land Use Department

272 Main St.

Townsend, MA 01469

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GRANTOR: [Enter Grantor(s) name(s)]
GRANTEE: [Enter Grantee(s) name(s)]
ADDRESS OF PREMISES: [Enter Address]
FOR GRANTOR’S TITLE SEE: County Registry of
Deeds at Book [enter book], page [enter page].

CONSERVATION RESTRICTION

[Enter Grantor name(s), marital status if applicable, address, County (and state or country if not in MA)], being the [enter ownership – sole, joint, etc...] constituting all of the owner(s), for my successors and assigns (“Grantor”), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grant with QUITCLAIM COVENANTS to [enter Grantee(s) legal name and address. If more than one Grantee, specify Primary and Secondary. If the grant is to a municipality, insert name of municipality, acting by and through its Conservation Commission by authority of Section 8C of Chapter 40 of the Massachusetts General Laws, if Grantee is a Fire District, or other government body then they must be eligible to hold a CR and add citation to the relevant statutory authority.], their permitted successors and assigns (“Grantee”), for [Enter the amount of the consideration – You cannot enter “for no consideration” instead the consideration can be “nominal” or “less than one hundred dollars” but DO NOT use “and other valuable consideration”], IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on land located in [Enter City or Town] containing [Enter either: “the entirety of a XX-acre parcel of land” OR “a XX-acre portion of a XX-acre Property”] (“Premises”), which Premises is more particularly described in Exhibit A¹ and shown in the attached sketch plan in Exhibit B², both of which are incorporated herein and attached hereto.

I. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the General Laws and otherwise by law. The purpose of this Conservation Restriction is to assure

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.

that the 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 impair or interfere with its conservation and preservation values (“conservation values”).

[Enter permit, grant, or other information if applicable, and recite authority for grant(s) and recording information of any agreements, permits, or order of conditions]

[Permit Option] This Conservation Restriction is required by the following permits...(list all permits by issuing agency and permit number and recording information if applicable and a brief description of the permitted activity or project, i.e., commercial development, subdivision, etc.)

OR

[CPA] The Premises was acquired using M.G.L. c. 44B Community Preservation Act funds, and a copy of the Town Meeting Vote authorizing the use of such funds for such purpose is attached hereto as Exhibit C.

OR

[State or Federal Grant Program] The Premises was acquired with a (LAND, PARC, Conservation Partnership, Landscape Partnership, L&WCF, Forest Legacy, other) **grant** (list all grant info possible such as grant # where applicable and recording information of any grant project agreements).]

OR

[Conservation Land Tax Credit :CLTC” Program] The Premises was acquired utilizing, in part, the Conversation Land Tax Credit Program authorized under the Chapter 509 Acts of 2008 Sections 1-4 as amended by Chapter 409 Acts of 2010 Sections 4-13 of the Massachusetts General Court. (Insert language if CR is a part of the CLTC).

The conservation values include the following:

[Enter your own or edit the sample conservation values listed below that apply to the Premises. Provide detailed information (e.g., 31.5 acres of BioMap2 Core Habitat; direct quotes from governmental publications, plans, etc.) rather than broad generalities.

The conservation values should sufficiently describe the features of this particular property that necessitate its permanent protection and that provide a significant public benefit. Avoid using “standard language” that does not apply to the Premises, and provide explanations of what the terms mean – for instance, “critical habitat” or other designations.

The examples provided here are not a comprehensive list of all possible conservation values, but provide a starting point for evaluating those present on the Premises.

- Open Space Protection. The Premises contributes to the protection of the scenic and natural character of _____ and the protection of the Premises will enhance the open-space value of these and nearby lands. The Premises abuts land already conserved, including *[If applicable, list abutting or nearby lands already conserved, e.g., 'the 12,455 acre Mount Greylock State Reservation']*
- Flood Plain Protection. The *[Enter 'majority' or acreage or 'a portion of', as applicable]* of the Premises lies within the 100-year floodplain of the *[Enter the name of the river/stream/water body]*. The protection of this floodplain will ensure the continued availability of this flood storage during major storm events.
- Soils. The Premises includes _____ acres of *[Enter all Farm and Forest Land soil types that apply, e.g., Prime Farmland, Farmland of Unique Importance, Farmland of Statewide Importance, Prime Forest Land, Forest Land of Statewide Importance, Forest Land of Local Importance, etc. Use Mass GIS' OLIVER to explore these soil types - http://maps.massgis.state.ma.us/map_ol/oliver.php]*
- Protection of Wildlife Habitat. The Premises consists of _____ acres designated as "Priority Habitats of Rare Species" and an approximately ½ acre vernal pool as defined by the Massachusetts Natural Heritage Program, the protection of which aligns with NHESP's wildlife and habitat protection objectives.
- Public Access. Public access to the Premises will be allowed for *[Enter activities, e.g., passive outdoor recreation, education, nature study.]* Also explain here how the Premises connects with other Public Access opportunities, if applicable. E.g., 'The Premises will permanently conserve 1.3 miles of the Bay Circuit Trail & Greenway, a 230-mile trail that connects 37 towns in the Greater Boston area from Plum Island to Kingston Bay and provides close-to-home multi-use recreational opportunities to millions of Massachusetts residents.'
- BioMap2. The Premises consists of _____ acres of *[Enter here the components of BioMap2 that overlap with the Premises, e.g., Core Habitat, Critical Natural Landscape, - <http://maps.massgis.state.ma.us/dfg/biomap2.htm>]*, as defined by the Massachusetts Natural Heritage and Endangered Species Program. BioMap2, published in 2010, was designed to guide strategic biodiversity conservation in Massachusetts over the next decade by focusing land protection and stewardship on the areas that are most critical for ensuring the long-term persistence of rare and other native species and their habitats, exemplary natural communities, and a diversity of ecosystems. *BioMap2* is also designed to include the habitats and species of conservation concern identified in the State Wildlife Action Plan.
 - List and describe (find descriptions and more info here: <https://www.mass.gov/service-details/biomap2-conserving-the-biodiversity-of-massachusetts-in-a-changing-world>) the importance of other components, in addition to Core Habitat and Critical Natural Landscape, of BioMap2, including:
 - Core Components

- Species of Conservation Concern
 - Priority Natural Communities
 - Aquatic Cores
 - Wetlands
 - Vernal Pool Cores
 - Forest Cores
 - Critical Natural Landscape Components
 - Upland Buffer of Aquatic Core
 - Upland Buffer of Wetland Core
 - Coastal Adaptation
 - Tern Foraging
 - Landscape Blocks
- Water Quality Protection. Explain here how protection of the Premises will maintain or improve water quality on the Premises or in a connected water body. E.g., protection of a Forest Core area or other large forested landscape can help maintain water quality for public drinking water; protection of a riparian corridor can help maintain water quality critical to cold water fisheries.
- Working Farmland and/or Forest Land. If the CR will protect farmland and/or forest land that will be made available for agriculture and/or forestry, explain that here. E.g., ‘The CR will ensure that the open fields and forests contained on the Premises will be permanently available for agriculture and forestry that is consistent with the protection of other conservation values present on the Premises’, or as applicable to the Premises.
- Consistency with Clearly Delineated Federal, State, or Local Governmental Conservation Policy. Explain here how protection of the Premises advances a governmental policy regarding conservation of natural resources, such as the State Wildlife Action Plan, the Statewide Comprehensive Outdoor Recreation Plan, a local Comprehensive or Open Space and Recreation Plan, or any other federal, state, or local governmental conservation policy, report, etc. This is where CRs commonly cite the IRS definitions of ‘conservation purposes’ found at 26 CFR 1.170A-14(d)(1), or other IRS definitions regarding ‘qualified conservation contributions’ found at 26 CFR 1.170A-14.
- Heritage Landscape Inventory. The Premises is located within a Massachusetts Department of Conservation and Recreation (DCR) [*Insert here ‘Agricultural’, ‘Archaeological’, ‘Civic’, etc.*] Heritage Landscape, as determined by the DCR Heritage Landscape Inventory of 2012. Heritage Landscapes are vital to the history, character, and quality of life of communities. Heritage landscapes are the result of human interaction with the natural resources of an area, which influence the use and development of land and contain both natural and cultural resources, such as cemeteries, parks, estates, and agricultural properties.

[Explore heritage landscapes here: <http://maps.massgis.state.ma.us/dcr/hli/>]

- Massachusetts Scenic Landscape Inventory. The Premises is identified in the Massachusetts Department of Conservation and Recreation's Scenic Landscape Inventory, identifying landscapes that should be protected to conserve and protect natural, cultural, and recreational resources across the Commonwealth. The Premises is identified as (pick one: Distinctive (areas of highest visual quality), Noteworthy (areas of lesser, but nevertheless important, visual quality) and Common (areas that may contain smaller sections of scenic quality but lack consistently high levels)).

[Use Mass GIS' OLIVER to explore the Scenic Landscape Inventory - http://maps.massgis.state.ma.us/map_ol/oliver.php]

- Historical Purposes. Explain here how the CR will protect any features of the Premises (e.g., structures, land uses) of historical significance.
- Water Supply Protection. Zone I, II, A, B, Rivers, watersheds, etc.
- *[Add any other applicable conservation values that the CR will help to protect]*

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 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 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 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;

- (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) *[Add, delete, or edit, if applicable]* The disruption, removal, or destruction of the stone walls or granite fence posts on the Premises;
- (10) *[Add, delete, or edit, any other prohibited acts or uses on the Premises;]*
- (11) Any other use of the Premises or activity which is inconsistent with the purpose of this Conservation Restriction or which would impair its conservation values.

B. Reserved Rights and Exceptions

The Grantor reserves the right to conduct or permit the following activities and uses on the Premises, but only if such uses and activities do not impair the conservation values or purposes of this Conservation Restriction.

Add, delete, or edit any rights the owner wishes to reserve.

- (1) Vegetation Management. The selective minimal removing of brush, pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Premises, including vistas as documented in the Baseline Survey, woods roads, fence lines and trails and meadows;

- (2) Non-native or nuisance species. 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;
- (3) Composting. The stockpiling and composting of stumps, trees, brush, limbs, and similar biodegradable materials originating on the Premises, provided that such stockpiling and composting is in locations where the presence of such activities will not impair the conservation values (including scenic values) of this Conservation Restriction. No such activities will take place closer than one hundred (100) feet from any 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;
- (4) 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;
- (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).

or if receiving a state tax credit or a state grant, use the following language:

Archaeological Investigations. The right to conduct archaeological activities, including without limitation archaeological research, surveys, excavation and artifact retrieval, but only (a) after written notification to and approval by Grantee, and (b) in accordance with an archaeological field investigation plan prepared by or on behalf of the Grantor and approved in advance of such activity, in writing, by the Massachusetts Historic Commission (“MHC”) State Archaeologist as required by Massachusetts General Laws. A copy of the results of any scientific investigation on the Premises is to be provided to the Grantee. Plans for restoration of the site of any archaeological activity shall be submitted to the Grantee in advance of restoration, and such restoration shall be conducted only in accordance with a plan approved by the Grantee.

Activities detrimental to archeological and historic resources, including but not limited to earth moving and the alteration of historic stone walls/cellar holes/features, shall not be deemed to be detrimental to archeological and historic resources if a description of the proposed activity and its location is submitted in writing (e.g., on a Project Notification Form) with a plan of land (or assessors map) and a USGS map with the Premises outlined thereon, to MHC and MHC issues a letter stating that the proposed activity is not within a resource area or is determined to not have an adverse effect on said resources. Grantor and Grantee shall make every reasonable effort to prohibit any person from conducting archaeological field investigation on the Premises, including metal detecting, digging, or

artifact collecting, without approval of the MHC State Archaeologist (or appropriate successor official), and shall promptly report any such prohibited activity to the MHC State Archaeologist (or appropriate successor official). Grantor and Grantee shall include the prohibition against digging, artifact collecting, or metal detecting in any list of rules for visitors to the Premises;

- (6) Trails. The marking, clearing and maintenance of existing footpaths as shown in the Baseline Report. With prior approval of the Grantee, the construction of new trails or the relocation or alteration of existing trails, provided that any construction, relocation, or alteration results in trails that are no wider than ____ feet;
- (7) Signs. The erection, maintenance and replacement of signs with respect to trespass, trail access, identity and address of the occupants, sale of the Premises, the Grantee's interest in the Premises, any gift, grant, or other applicable source of support for the conservation of the Premises, and the protected conservation values; Forestry, Agriculture, other reserved rights.
- (8) Outdoor Passive Recreational Activities. Fishing, boating, hunting~~[delete if hunting is to be prohibited or clarify whether Grantor reserves right unto him/herself and/or that hunting may only be allowed with express permission of the Grantor]~~, hiking, horseback riding, cross-country skiing and other non-motorized outdoor recreational activities that do not materially alter the landscape, do not degrade environmental quality, and do not involve more than minimal use for commercial recreational activities;
- (9) Forestry and Cutting. Conducting or permitting others to conduct sound silvicultural uses of the Premises, including the right to commercially harvest forest products (as such term may be defined from time to time in General Laws, Ch. 61, Sec. 1, or successor law) and the establishment of new woods roads in accordance with prudent and sound silvicultural practices that conform at least to the minimum standards set forth in the Massachusetts Forest Cutting Practices Act (General Laws, Ch. 132, or its successor) and carried out pursuant to a Forest [**Pick:** Management or Stewardship] Plan.

Before any harvest of forest products occurs on the Premises, Grantor shall submit a Forest [**Pick:** Management or Stewardship] Plan to the Grantee, the Massachusetts Department of Conservation and Recreation (or appropriate successor agency) and to any other required state agencies for their approval. The [**Pick:** Management or Stewardship] Plan shall be prepared by a forester licensed through the Massachusetts Department of Conservation and Recreation in conformance with the “Directions for the Preparation of the Chapter 61 Forest Management Plans and Forest Stewardship Plans” and such statutes, regulations and directions in effect at the time of the approval of said [**Pick:** Management or Stewardship] Plan. The [**Pick:** Management or Stewardship] Plan shall include provisions designed to minimize soil erosion, conserve surface and groundwater quality, scenic views, wildlife habitat, and to protect the conservation values of this Conservation Restriction.

The [**Pick:** Management or Stewardship] Plan shall be effective for a ten (10) year period and shall be resubmitted once every ten (10) years as necessary if additional timber harvests occur. All cutting plans and designated access routes shall avoid any stone structures or historical and cultural resources and shall be reasonably required to prevent any damage thereto. All cutting operations shall be supervised by the licensed forester that prepared the Forest [**Pick:** Management or Stewardship] Plan;

- (10) *[Add any additional Reserved Rights as applicable]*
- (11) 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 Premises *[and to (name specific pond, lake, river, etc.) or any other connected waterways]* 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.
- (12) 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.
- (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).

[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, repair, and replace the existing single-family dwelling, as documented in the Baseline Report, with current dimensions of _____ square feet of living space, such living space for any replacement dwelling to be determined by an appropriate professional, provided that there shall be no more than one (1) single-family

dwelling at any one time within the Building Envelope [OR “The right to construct, repair, and replace one (1) single-family dwelling within the Building Envelope, such a dwelling not to exceed _____ square feet of living space as determined by an appropriate professional, provided that there shall be no more than one (1) single-family dwelling at any one time within the Building Envelope”];

2. 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
3. [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.

[If this is a jointly held CR, then the CR should appoint one Grantee as the Primary Decision Maker or discuss the procedure for resolving disagreements between Grantees. For CRs with multiple Grantees, language below should be used]

Where Primary Grantee's approval is required, the Secondary Grantee, within thirty (30) days of receipt of Grantor's request, shall notify the Primary Grantee of the Secondary Grantee's decision. Within sixty (60) days of the Primary Grantee's receipt of Grantor's request for approval, the Primary Grantee shall either affirm, amend or reverse the decision of the Secondary Grantee, shall notify the Secondary Grantee thereof in writing, and shall issue its decision to the Grantor in writing. The Primary Grantee's decision shall in all cases be the final and controlling decision binding on both Grantees. In the event that no decision is received from the Secondary Grantee within thirty (30) days, the Primary Grantee shall proceed to issue its decision within sixty (60) days of the request.

Primary Grantee's approval shall not be unreasonably withheld, conditioned or delayed, but shall be granted only upon a showing that the proposed activity will not impair the purposes of this Conservation Restriction. Failure of Primary Grantee to respond in writing within such sixty (60) days to a request which materially complies with the requirements of this paragraph C shall be deemed to constitute approval by Primary Grantee of the request as submitted, so long as the request sets forth the provision of this section relating to deemed approval after the passage of time, the requested activity is not prohibited herein, and the activity will not impair the purposes of this Conservation Restriction.

Whenever there is a question of whether there is a violation of this Conservation Restriction, or how to proceed in addressing the violation, the Primary Grantee and the Secondary Grantee shall consult with each other. The Primary Grantee shall then determine whether there is a violation and how to proceed in addressing the violation. The Primary Grantee's decision shall in all cases be the final and controlling decision binding on both Grantees. In the event that no consultation is received from the Secondary Grantee within thirty (30) days, the Primary Grantee shall proceed to act on its decision in a timely manner.

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.

[If public access is granted add terms of public access here OR delete if public access is not being granted] 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)(XXX) *[The Reserved Rights paragraph referencing recreational activities or other paragraph as applicable]* 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 Premises not authorized in Section II(B)(XXX).

The Grantor's right to grant public access across the 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 Premises against any use that may result in rutting or erosion or other damage to the natural resources of the Premises.

V. EXTINGUISHMENT

A. 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 Grantees, 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. Grantees 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 [*enter MA Conservation Land Tax Credit or Internal Revenue Service tax deduction language OR IF you have an appraisal establishing this: "determined at the time of the gift."*] 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 [*"including" insert relevant information such as the CPA, LAND or PARC grant, Forest Legacy grant, etc., 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 Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Execution of Instruments. The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantor, on behalf of itself and its successors and assigns, appoints the Grantee 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. *[If the Premises was acquired by a Land Trust or similar conservation organization with a Conservation Partnership grant, insert the following: Any transfers shall receive prior approval by Grantee to assure that the Premises is transferred to a qualified conservation organization.]* 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) *[60 days for municipalities unless otherwise agreed upon]* 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 [*enter County*] 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 [*enter County*] 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.

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. 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 a beneficiary of the trust, if Premises is owned by a trust.

Or

The Grantor hereby releases, agrees to waive, subordinate, and release any and all Massachusetts General Law Chapter 188 Homestead rights it may have in favor of this Conservation Restriction with respect to any portion of the Premises affected by this Conservation Restriction, and hereby agrees to execute, deliver and/or record any and all instruments necessary to effectuate such waiver, subordination and release. In all other respects, the Grantor reserves and retains any and all Homestead rights, subject to this Conservation Restriction, pursuant to Chapter 188 Section 10(e) of the Massachusetts General Laws.

[If homestead release document will be recorded] For release of homestead, see [*enter County*] Registry of Deeds at Book_____Page_____

C. 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.

Or

The Grantor attests that there is no 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.

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

Signature pages:

Grantor [*If Grantor is a Trust – attach Trustee’s Certificate*]

Grantee Acceptance

Approval by Select Board or City Council

[*Enter any other applicable signatures or certifications*]

Approval of the Secretary of Energy and Environmental Affairs.

Exhibits:

Exhibit A: Legal Description of Premises

Exhibit B: Sketch Plan of Premises

[*Applies to CPA purchases*]Exhibit C: Town or City Vote

[*Enter additional Exhibits, Addendums, Appendices, Management Agreements, votes, grant agreements, exclusions, etc...*]

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

[Name of Grantor and Title if Grantor is corporate entity or Trust – if a corporate entity or Trust, attach corporate authority or trustee certificate, or reference recording information of such an instrument.]

COMMONWEALTH OF MASSACHUSETTS

[Enter County], ss:

On this ____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, 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 he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

[If Grantor is a municipality]

We, the undersigned, being a majority of the Conservation Commission of the Town of [ENTER TOWN NAME], Massachusetts, hereby certify that at a public meeting duly held on _____ 2018, the Conservation Commission voted to approve and grant the foregoing Conservation Restriction to [ENTER GRANTEE] pursuant to Section 32 of Chapter 184 and Section 8(C) of Chapter 40 of the Massachusetts General Laws and do hereby grant the foregoing Conservation Restriction.

**TOWN OF [ENTER NAME]
CONSERVATION COMMISSION:**

COMMONWEALTH OF MASSACHUSETTS

[Enter County], ss:

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, 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 he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

ACCEPTANCE OF GRANT

[If acceptance is by a land trust or other non municipal entity]

This Conservation Restriction from *[Enter Grantor's name]* was accepted by *[Enter Grantee's name]* this _____ day of _____, 20____.

By: _____

Its: _____, duly authorized

COMMONWEALTH OF MASSACHUSETTS

[Enter County], ss:

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, 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 he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

**ACCEPTANCE OF GRANT BY [TOWN/CITY OF _____]
CONSERVATION COMMISSION**

[Use this Acceptance if Grantee is Conservation Commission]

We, the undersigned, being a majority of the Conservation Commission of the [Insert Municipality], Massachusetts, hereby certify that at a public meeting duly held on [ENTER DATE], the Conservation Commission voted to approve and accept the foregoing Conservation Restriction from [ENTER GRANTOR'S NAME] pursuant to M.G.L. Chapter 184 Section 32 and Chapter 40 Section 8(C) and do hereby accept the foregoing Conservation Restriction.

[MUNICIPALITY] CONSERVATION
COMMISSION:

COMMONWEALTH OF MASSACHUSETTS

[Enter County], ss:

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, 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 he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

APPROVAL OF SELECT BOARD

We, the undersigned, being a majority of the Select Board of the Town of _____, hereby certify that at a public meeting duly held on _____, 20____, the Select Board voted to approve the foregoing Conservation Restriction from _____ to _____ in the public interest pursuant to Section 32 of Chapter 184 of the General Laws of Massachusetts.

SELECT BOARD:

COMMONWEALTH OF MASSACHUSETTS

[*Enter County*], ss:

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, 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 he 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 Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from _____ to _____ has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: _____, 2018

MATTHEW A. BEATON
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared MATTHEW A. BEATON, 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 he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

EXHIBIT A

Legal Description of Premises

If you do not have a survey plan for the Premises, or if you choose to provide a written description in addition to the survey plan, insert that written description here.

ALL Building Envelopes and Exclusion areas MUST be defined by metes and bounds.

If providing a written metes and bounds description along with a survey plan, the written metes and bounds and those shown on the survey MUST match.

OR

If Exhibit B is a reduced copy of a survey plan and you will not provide a written metes and bounds description, follow the template provided below. This is the recommended option if you have a survey plan.]

Description of the Premises

The Premises subject to this Conservation Restriction is the entirety of *[INSERT # of and “parcels”]* of land located in the *[Town/City of XXX]*, *[County Name]* County, Commonwealth of Massachusetts, containing a total of *[Insert # of acres]* acres, shown as *[Insert parcel name as given on plan, i.e., “Parcel A” or “Lot 10”]* on a plan of land entitled *[Insert Plan Name]*, dated *[Insert Plan Date]*, prepared by *[Insert Plan creator / professional land surveyor / company name, address]*, said plan recorded at the *[Insert recording information]*, a reduced copy of which is attached hereto as Exhibit B.

Street Address:

EXHIBIT B

[Reduced Copy of OR Sketch] Plan of Premises

For official full size plan see [*enter County*] Registry of Deeds Plan Book _____ Page _____

[This plan/map must show the CR area. The CR area and any exclusions or building envelopes must be clearly labeled. This should be labeled as either a Reduced Copy or a Sketch.]

If a party other than the PLS or other professional preparer of the Plan has added features (e.g., planned trails), this should be labeled as a 'Sketch Plan of Premises' and should clarify which features are not associated with the official copy.

If this is a copy of the full size plan that has not been altered in any way, then it should be labeled as a 'Reduced Copy of Plan of Premises'.]