

IMPORTANT NOTE: This document is a revised draft of a Conservation and Historic Preservation Restriction (CR/HPR) for Steele Farm and is based on a standard format provided by the Commonwealth of Massachusetts. The draft will be revised based on comments from Boxborough residents, Town boards and State agencies. The Boxborough Board of Selectmen retains the sole legal authority to approve and execute the final form of the CR/HPR on behalf of the Town of Boxborough, following a Town Meeting vote authorizing this action. The Massachusetts Executive Office of Energy and Environmental Affairs and the Massachusetts Historical Commission retain legal authority to approve and execute the final form of the CR/HPR on behalf of the Commonwealth. The CR/HPR will go into effect only after a thorough review and approval process and final consent by all parties to this agreement.

CONSERVATION AND HISTORIC PRESERVATION RESTRICTION
to
THE TRUSTEES OF RESERVATIONS
and
BOXBOROUGH HISTORICAL SOCIETY

STEELE FARM, BOXBOROUGH, MASSACHUSETTS

THE TOWN OF BOXBOROUGH, with an address of 29 Middle Road, Boxborough, MA 01719, being all the owners of the granted premises and intending hereby to bind themselves and their heirs, successors and assigns, who are collectively referred to herein as “Grantor”, acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, hereby grants, with quitclaim covenants, to The Trustees of Reservations, qualified to hold Conservation Restrictions in accordance with Chapter 184 of the Massachusetts General Laws, and having an address at 572 Essex Street, Beverly, MA, 10915, its successors and permitted assigns, and the Boxborough Historical Society, Inc., and having an address at 29 Middle Road, Boxborough, MA, 01719, (collectively the “Grantee”), in perpetuity and exclusively for conservation and historic preservation purposes, the following described Conservation and Historic Preservation Restriction (hereinafter, the “Restriction”) on a parcel of land of approximately 37 acres located in the Town of Boxborough, Massachusetts, said parcel being described in Exhibit A and shown in the sketch plan in Exhibit B, attached (“Premises”). For Grantor’s title to the Premises, see deed from James T. Van Buren, guardian of the estate of Myrtle J. Steele, to the Town of Boxborough, recorded on August 25, 1994 in the Middlesex South County Registry of Deeds, Book 24806, Page 143.

Purpose. This Conservation and Historic Preservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. Its purpose is to assure that the Premises will be retained in perpetuity predominantly in its natural, scenic, and open condition, and for agricultural and forestry use, and for the preservation of its historic structures and landscape, and to prevent any use of the Premises that will significantly impair or interfere with the conservation and historic values of the Premises.

The intent of this Restriction is to provide additional protections consistent with the goals of the residents of the Town of Boxborough when the property was acquired in 1994, and to maintain the lands and buildings in the appearance and style of an 18th and 19th century working farm characteristic of Boxborough's rural, agricultural heritage, and to promote ongoing public education, enjoyment and use.

The public benefits resulting from conservation and preservation of the Premises include, without limitation:

- (1) Protection of Scenic Resources. The Premises comprise part of a highly scenic landscape visible from Middle Road. Protection of the Premises will preserve the scenic character of Middle Road and scenic views of an open, historic agricultural landscape.
- (2) Historic Preservation. The Premises are included in the National Register of Historic Places as the Levi Wetherbee Farm, listed on December 12, 2006 (NRHP #06001128). Protecting the Premises will preserve a farmhouse, a barn and an icehouse and its associated rural, agricultural landscape dating to the mid-19th century.
- (3) Protection of Agriculture. Protection of the Premises will allow for continued productive agricultural activities and will conserve important soils classified by the United States Department of Agriculture's Natural Resource Conservation Service as Prime Agricultural Soils (Sudbury fine sandy loam).
- (4) Protection of Wildlife Habitats. Conservation of the Premises will protect habitat (including grasslands, meadows, woodlands and wetlands) used by a variety of wildlife, including nesting grassland birds. The protection of the Premises will enhance the ecological value and integrity of adjacent, similarly protected lands, including the Beaver Brook Meadow.
- (5) Protection of Recreational Resources. Preservation of the Premises will preserve the public's use and enjoyment of Steele Farm for passive recreation and public events.
- (6) Aquifer Protection. The Premises is located near, or itself may become, a potential municipal drinking water well site. Protection of the Premises will contribute to the preservation of this public water supply.
- (7) Furtherance of Government Policy, Boxborough. Protection of the Premises is consistent with the Town of Boxborough's most recently completed Open Space and Recreation Plan (2002) and the Boxborough Master Plan (2002).
- (8) Furtherance of Government Policy, Massachusetts. Protection of the Premises is in furtherance of the policy of the Commonwealth of Massachusetts, Department of Conservation and Recreation, Heritage Landscape Inventory Program, which recommends the permanent protection of Steele Farm in the Boxborough

Reconnaissance Report/Freedom's Way Landscape Inventory.

The terms of this Restriction are as follows:

A. Prohibited Uses. Except as provided in the reserved rights set forth in paragraph B below, the Grantor will neither perform nor allow others to perform the following acts and uses, which are expressly prohibited on, above and under the Premises:

- (1) Any alterations to or removal of existing buildings;
- (2) 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, conduit, line or other temporary or permanent structure or facility on, above or under the Premises;
- (3) Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit; alteration of the existing natural topography of the Premises; withdrawal of surface or ground water from the Premises, other than for use on the Premises.
- (4) Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever or the installation of underground storage tanks;
- (5) Cutting, removing or otherwise destroying trees, grasses or other vegetation;
- (6) Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, or archaeological conservation;
- (7) The use, temporary or permanent parking, or storage of motorcycles, motorized trail bikes, snowmobiles and all other motor vehicles, except as provided in paragraph B below, or as necessary for the police, firefighters or other governmental agents to carryout their lawful duties;
- (8) The disruption, removal, or destruction of the stone walls or granite fence posts on the Premises;
- (9) Conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises; conveyance of a part or portion of the Premises, or division or subdivision of the Premises for conservation purposes, shall be permitted with the written consent of the Grantee; conveyance of the Premises in its entirety shall be permitted, provided that any such conveyance is subject to, and consistent with, the terms of this Conservation Restriction;
- (10) The use of the Premises for:

- a. subsequent transferal of development rights to any property, whether or not adjacent to the Premises;
 - b. use in any calculations involving development of any other property, whether or not adjacent to the Premises, in any manner whatsoever.
- (11) Any other use of the Premises or activity thereon that is inconsistent with the purpose of this Restriction or that would materially impair significant conservation interests unless necessary for the protection of the conservation and historic interests that are the subject of this Restriction.

B. Reserved Rights. All acts and uses not prohibited in paragraph A are permissible. The following acts and uses, otherwise prohibited in Paragraph A, are permitted, but only if such uses and activities do not materially impair the purpose of this Restriction or other significant conservation interests:

- (1) Maintenance of Historic Structures. With prior written approval of Grantee, alterations to the existing buildings' exteriors are allowed, providing that they are (a) clearly of minor nature and not affecting the characteristics which contribute to the architectural, archeological and historical integrity of the Premises, or (b) the Grantee determines that it will not impair such characteristics after reviewing plans and specifications submitted by the Grantor, or (c) required by casualty or other emergency promptly reported to the Grantee. Any activity shall be carried out in a manner consistent with the United States Secretary of the Interior's "Standards for Treatment of Historic Properties", attached hereto as Exhibit C, as these may be amended from time to time (hereinafter the "Secretary's Standards"). With prior written notice to Grantee, the maintenance, restoration or alteration of the existing buildings' interiors is permitted.

i. The Barn With the prior written approval of the Grantee, the barn may be extended beyond the limits of its original perimeter solely for the purposes of fully implementing uses consistent with the goals of this Restriction. In no such case shall such extension diminish the architectural quality or style as originally designed and constructed nor the general profile or architectural features.

ii. Minor Structures The construction, maintenance, repair and replacement of (1) minor structures for use by the public for educational and passive recreational purposes, including but not limited to interpretive signs, exhibits and benches, (2) ancillary decorative or landscape structures as may be desirable in support of the historic landscape restoration program or restoration of historic landscape elements, and (3) minor structures needed for compliance with the American with Disabilities Act (ADA) standards. All such structures shall be designed and located so as not to have deleterious impact on the Historic and Conservation Values of the Property.

Notwithstanding the foregoing provisions if, after an inspection, the Building Inspector finds that a building subject to this Restriction is found to pose an immediate threat to public health or safety due to its deteriorated condition and that there is no reasonable alternative to the immediate repairs or demolition of the building or structure, then the Building Inspector may issue an emergency repair or demolition permit. The Building Inspector shall then prepare a report explaining the condition of the building and the basis for his decision, which shall be forwarded to the Grantees before such repairs or demolition can take place.

- (2) Recreational Activities. Hiking, horseback riding, cross-country skiing, sledding, dog walking, jogging, bird watching, camping, mountain biking, camping with permit and other non-motorized outdoor recreational activities that do not materially alter the landscape or degrade environmental quality.
- (3) Events. The use of the Premises, including the existing buildings, for public or private events, including but not limited to official Town festivals (such as winter fest and employee/volunteer recognition functions), historic re-enactments, concerts, or private functions, such as weddings or reunions, provided that any event does not materially alter the landscape or degrade environmental quality.
- (4) Trails. The construction, maintenance and marking of trails for pedestrian use, mountain biking and horseback riding, including the construction, maintenance, repair and replacement of boardwalk trails or footbridges where such use is consistent with the purposes of the Restriction.
- (5) Wood Roads. The maintenance of presently existing wood roads, as identified in the baseline documentation report completed prior to the grant of this Restriction, located on the Premises substantially in their present condition or as reasonably necessary for the uses permitted herein, and, with the prior written permission of Grantee, the construction of new wood roads for such purposes.
- (6) Agriculture. Agricultural, horticultural, and animal husbandry operations carried on in accordance with the then-current scientifically-based practices recommended by the U.S. Cooperative Extension Service, U.S. Natural Resources Conservation Service, or other government or private natural resource conservation and management agencies then active, and to the extent possible, with respect to, and in accordance with, the scenic, historic and ecological values of the property (including but not limited to the clearing and cultivation of fields, the mowing and grazing of meadows, the haying of the grasslands, the selective planting of trees, shrubs and flowers, planting, cultivating and harvesting of Christmas trees, keeping of farm animals and bees, small-scale commercial activities in association with such operations, and community gardens).
- (7) Field Expansion. With prior written approval of Grantee, the expansion of existing fields for agricultural, animal husbandry, or horticultural use.

- (8) Forestry. In accordance with generally accepted forest management practices, (a) selective pruning and cutting to prevent, control or remove hazards, disease or insect damage, fire or to preserve the present condition of the Premises, including vistas wood roads and trails; (b) harvesting trees for use or sale on the Premises; and (c) following notice to Grantee, the cutting of trees for any purpose, including, without limitation, commercial timber production, in accordance with a forest stewardship plan, prepared by a professional forester, that is designed to protect the conservation and historic values of the Premises, including without limitation, scenic, historic and ecological values. Grantor agrees to provide a copy of the forest management plan to the Grantee. Where Grantor intends to implement a forest management plan, Grantor agrees to provide Grantee written notice and a cutting plan 30 days prior to any forestry activity.
- (9) Composting. The stockpiling, occasional burning, and composting of stumps, tree and brush limbs and similar biodegradable materials originating on the Premises in locations where the presence of such activities will not have a deleterious impact on the purposes (including scenic values) of this Restriction.
- (10) Wildlife Habitat Improvement. With prior written approval of Grantee, and in consultation with the Conservation Commission, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species.
- (11) 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).
- (12) Signs. The erection, maintenance and replacement of signs with respect to hunting, trespass, rules for use of the property, trail access, identity and address of the property, the Grantee's interest in the property, and the protected conservation and historic values.
- (13) Access to Well Site on Adjacent Lands. The use of the Premises to gain access to adjacent, Town-owned lands (including the so-called "Picnic Trust" property), that may be the location of a future municipal drinking water well, but only where there are no viable alternative routes that would bypass the Premises. Temporary access to the Picnic Trust land include activities required for the exploration and testing drinking water well sites, and construction of a drilled or driven well. Permanent access to a constructed municipal well on the Picnic Trust site shall be permitted to maintain, repair or replace the well, and to construct, route and service underground utility lines needed to operate the well, including electric power and pipes to carry the water from the well, as long as any access is carried out in a manner that preserves the existing conditions of the Premises to the greatest possible extent.

- (14) Well - Subject to the prior written approval of the Grantee, the design, installation, maintenance and replacement of a new public water supply well on the Premises. A request for approval of a well must be accompanied by any environmental impact studies and documentation deemed necessary by Grantee to determine the impact of the activity on the conservation and historic values of the Premises.
- (15) Motorized Vehicles. The use of motorized vehicles by the Grantor or other contractor as reasonably necessary in exercising any of the reserved rights in this paragraph B, provided that: such use shall be limited to roads to the extent possible and shall be conducted so as not to cause erosion or other adverse impacts on the conservation and historic values of the Premises
- (16) Parking. The repair, maintenance and use of the existing designated parking area, shown in Exhibit B, for permitted activities on the Premises.

The exercise of any right reserved by Grantor under this paragraph B shall be in compliance with all the Town of Boxborough bylaws and regulations, including then-current Zoning By-Law, Wetlands Bylaw, and all other land use and environmental regulations, the Wetlands Protection Act (Massachusetts General Laws Chapter 131, Section 40) and all other applicable federal, state laws and regulations. The inclusion of any reserved right in this paragraph B requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position as to whether such permit should be issued.

C. Discretionary Consent. Grantee's consent for activities otherwise prohibited under paragraphs A or B, above, may be given under the following conditions and circumstances: If, owing to unforeseen or changed circumstances, any activities prohibited or possibly prohibited by paragraph A or B are deemed desirable by Grantor and Grantee, Grantee may, in its sole discretion, give permission for such activities, subject to the limitations herein. Such requests for permission shall be in writing. Grantee may give its permission only if it determines, in its sole discretion, that such activities (1) do not violate the purpose of this Conservation and Preservation Restriction, AND (2) either enhance or do not significantly impair the conservation values associated with the Premises. Notwithstanding the foregoing, the Grantee and Grantor have no right or power to agree to any activities that would result in the termination of this Conservation Restriction or that would cause it to fail to qualify as a valid easement under the requirements of Section 170(h) of the Internal Revenue Code, as it may be amended, governing "Qualified Conservation Contributions," including any regulations issued pursuant thereto, or under the requirements of Massachusetts General Laws Chapter 184, Sections 31-33. Under no circumstances shall any additional residential, commercial or industrial structures or any commercial, commercial recreational or industrial activities not otherwise allowed herein be allowed on the property pursuant to this paragraph.

D. Notice and Approval. Whenever notice to or approval by Grantee is required under the provisions of paragraphs A or B, Grantor shall notify Grantee in writing not less than sixty (60) days prior to the Grantor's commencement of 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 Grantee to make an informed judgment as to its consistency with the purposes of this Restriction.

1. Where Grantee's approval is required under paragraph B(1) *Maintenance of Historic Structures*, the Boxborough Historical Society ("BHS"), its successor or assign, shall, within thirty (30) days of receipt of Grantor's request, notify The Trustees of Reservations ("TTOR"), its successor or assign, of BHS's decision. Following receipt of BHS's notice, but in no case later than sixty (60) days following TTOR's receipt of Grantor's written request, TTOR shall either affirm or reverse the decision of BHS. TTOR's decision shall in all cases be final and controlling as to Grantee. In the event that no decision is received from BHS within said thirty (30) days, TTOR shall proceed to issue its decision within sixty (60) days of receipt of Grantor's written request. Failure of TTOR to act within said sixty (60) days shall be deemed to constitute approval of either BHS's decision, if one has been issued, or, in the absence of BHS's decision, of Grantor's request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after the passage of time. Grantee's approval shall not be unreasonably withheld, but shall be granted only upon a showing that the proposed activity will not materially impair the purposes of this Restriction.

2. Where Grantee's approval is required under all other provisions of paragraphs A or B, TTOR shall grant or withhold its approval in writing within sixty (60) days of receipt of Grantor's written request therefor, provided that the Grantor's request complies in every respect with the requirements of this paragraph. TTOR's approval shall not be unreasonably withheld, but shall be granted only upon a showing that the proposed activity will not materially impair the purposes of this Restriction. Failure of TTOR to respond in writing within such 60 days to a request which complies with the requirements of this paragraph shall be deemed to constitute approval by TTOR of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after the passage of time.

E. Extinguishment.

1. Grantee's Receipt of Property Right. The Grantor(s) and the Grantee agree that the donation of this Conservation Restriction gives rise for purposes of this paragraph to a real property right, immediately vested in the Grantee, with a fair market value that is equal at least to the proportionate value that this Conservation Restriction, determined at the time of the gift, bears to the value of the unrestricted Premises at that time.

2. Value of Grantee's Property Right. Such proportionate value of the Grantee's property right shall remain constant.

3. Right of Grantee to Recover Proportional Value at Disposition. If circumstances arise in the future that render the purpose of this Restriction impossible to accomplish, this Restriction can be terminated, released or extinguished, whether in whole or in part, only by proceedings consistent with MGL 184 or judicial proceedings in a court of competent jurisdiction. In case of any such extinguishment or other release of the Restriction, 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 paragraphs E.1 and E.2, above, subject, however, to any applicable law that

expressly provides for a different disposition of proceeds. Grantee shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein.

4. 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.

5. Allocation of Expenses upon Disposition. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and the Grantee in shares proportional to their interests in the Premises, as described in paragraphs D.1 and D.2, above.

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

F. Access. The Restriction hereby conveyed does not grant to Grantee, to the public generally, or to any other person any right to enter upon the Premises except as follows:

1. Grantor hereby grants to the Grantee and its representatives the right to enter the Premises (a) at reasonable times and in a reasonable manner for the purpose of regular monitoring and inspecting the same to determine compliance herewith, including the right to access the Premises over roads and rights of way owned by the Grantor and any rights of way or other access ways now or hereafter available to Grantor for access to the Premises, and (b) after 30 days' prior written notice, to take any and all actions with respect to the Premises as may be necessary or appropriate, with or without order of court, to remedy, abate or otherwise enforce any violation hereof.

2. Grantor hereby grants the right to allow the public to enter upon the Premises for passive outdoor recreational uses of the Premises in a manner that is consistent with the Permitted Uses in Section B, above, and M.G.L. Chapter 40, Section 8c and M.G.L. Chapter 132A, Section 11 and Sections 2b and 2d, such as walking, jogging, cross-country skiing, sledding, fishing, birding, horseback riding, hiking, dog walking, picnicking, wildlife observation, camping with permit and other similar activities, with the terms and conditions of public access determined by the Grantor.

G. Grantee's Right to Post Identifying Signage. The Grantee shall have the right to post signs, no more than one foot by one foot in size, on the boundaries of the Premises, identifying the interest of the Grantee in the Premises, and informing the public of the nature and public benefit of the conservation and preservation of the Premises.

H. Legal Remedies of Grantee. The rights hereby granted shall include the right to enforce this 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 such violation (it being agreed that 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 Grantee. Grantor covenants and agrees to reimburse Grantee for all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Restriction or in taking reasonable measures to remedy or abate any violation thereof, provided that a violation of this Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred. By its acceptance of this Conservation Restriction, Grantee does not undertake any liability or obligation relating to the condition of the Premises, including with respect to compliance with hazardous materials or other environmental laws and regulations. Any election by the Grantee as to the nature and timing of its actions pursuant to 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.

I. Acts Beyond Grantor's Control. Nothing contained in this Restriction shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including, but not limited to, fire, flood, storm and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. The parties to this Conservation Restriction agree that in the event of damage to the Premises from acts beyond the Grantor's control, if it is desirable that the Premises be restored, the parties will cooperate in attempting to restore the Premises if feasible.

J. Duration and Assignability. The burdens of this Restriction shall run with the Premises and shall be enforceable against Grantor in perpetuity. Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Restriction. The Grantor appoints the Grantee its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor agrees itself to execute any such instruments upon request. The benefits of this Restriction shall be in gross and shall not be assignable by Grantee, except in the following instances from time to time: (i) as a condition of any assignment, Grantee requires that the purpose of this Restriction continue to be carried out; (ii) the assignee, at the time of assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and under Section 32 of Chapter 184 of the Massachusetts General Laws, as an eligible donee to receive this Restriction directly; and (iii) Grantee complies with the provisions required by Article 97 of the Amendments to the State Constitution, if applicable. Grantor and Grantee intend that the restrictions arising hereunder shall take effect when all requisite signatures pursuant to Section 32 of Chapter 184 of the General Laws have been obtained and the document has been recorded in the Middlesex County Registry of Deeds. This Restriction shall be recorded in a timely fashion.

K. Subsequent Transfers. Grantor agrees to incorporate by reference the terms of this Restriction in any deed or other legal instrument by which Grantor conveys any interest in all or a portion of the Premises, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the proposed transfer of any such interest at least twenty (20) days prior to the date of such transfer. Failure of Grantor to do so shall not impair the validity of this Restriction or limit its enforceability in any way

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

M. Estoppel Certificates. Upon request by Grantor, Grantee shall within forty-five (45) days execute and deliver to Grantor any document, including an estoppel certificate, that certifies the status of Grantor's compliance with any obligation of Grantor contained in this Restriction, or that otherwise evidences the status of this Restriction, as may reasonably be requested by Grantor.

N. 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 amendment shall be consistent with the purposes of this Conservation Restriction, and shall not affect its perpetual duration. Any amendment shall occur only in exceptional circumstances. 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 or as required by applicable statutes in effect at the time of the proposed amendment and, if applicable, shall comply with the provisions of Article 97 of the Amendments to the Massachusetts Constitution. Any such amendment shall be recorded in the Middlesex County South Registry of Deeds.

O. 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 the Middlesex County South Registry of Deeds.

P. Recordation. The Grantee shall record this instrument in timely fashion in the Middlesex County South Registry of Deeds.

Q. 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 to the party to be notified, at the address last known to the notifying party.

R. Miscellaneous

(1) Controlling Law. The interpretation and performance of this Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

(2) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Restriction shall be liberally construed in favor of the grant to effect the

purpose of this Restriction and the policy and purpose of Mass. Gen. Laws Chapter 184, Sections 31-33. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

(3) Severability. If any provision of this Restriction shall to any extent be held invalid, the remainder shall not be affected.

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

(5) Joint Obligation. The obligations imposed by this Restriction upon the parties that together comprise "Grantor" shall be joint and several.

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

(7) Pre-existing rights of the Public. Approval of this Restriction pursuant to M.G.L Chapter 184, Section 32 by any municipal officials and by the Secretary of 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. Any such pre-existing rights of the public, if any, are not affected by the granting of this Restriction.

(8) Counterparts. This Restriction may be executed in counterparts and shall constitute a single agreement whether or not all signatures appear on a single copy hereof.

(9) Baseline Documentation. In order to establish the present condition of the Premises and the conservation and historic values thereon which are protected by this Conservation Restriction, so as to enable the Grantee to monitor future uses of the Property and to assure compliance with the terms hereof, Grantor and Grantee have prepared an inventory of the relevant features and conditions of the Premises (the "Baseline Documentation Report"), and agree that the same is an accurate representation of the condition of the Premises as of the date of the execution of this Conservation Restriction. Verified originals of the Baseline Documentation Report will be deposited with the Grantor and in the permanent records of the Grantee.

(10) Subordination. Grantor represents, and Grantee relies on Grantor's representation, that the Premises are free from any lien, encumbrance, or other interest by any third party in the Premises, except as set forth in Exhibit A. Any such interests which would disqualify this conveyance for treatment as a qualified conservation contribution in accordance with Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, are subordinated to this Conservation Restriction by subordination documents recorded herewith.

(11) Management Plan. Grantor and Grantee recognize the importance of and need for

a property management plan for the Premises. In order to achieve the purpose of this Restriction, the Grantor shall develop a written management plan in consultation with the Grantee that is designed to balance the multiple permitted uses and protect the conservation and historic preservation values of the Premises.

No documentary stamps are required, as this Restriction is a gift.

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DRAFT

We, the undersigned, being a majority of the Selectmen of the Town of Boxborough, Massachusetts, hereby certify that at a meeting duly held on _____, 20__ the Selectmen voted to grant the foregoing Conservation Restriction to _____ and _____ pursuant to M.G.L. Chapter 184, Section 32.

Executed under seal this _____ day of _____, 20__.

Selectmen

COMMONWEALTH OF MASSACHUSETTS

_____, ss. _____, 20__

On this ____ day of _____, 200__, before me, the undersigned notary public, personally appeared _____, _____, _____, _____, and _____, proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My commission expires:

ACCEPTANCE OF GRANT

The above Conservation Restriction is accepted this _____ day of _____, 20__.

GRANTEE A

By _____

Its _____

COMMONWEALTH OF MASSACHUSETTS

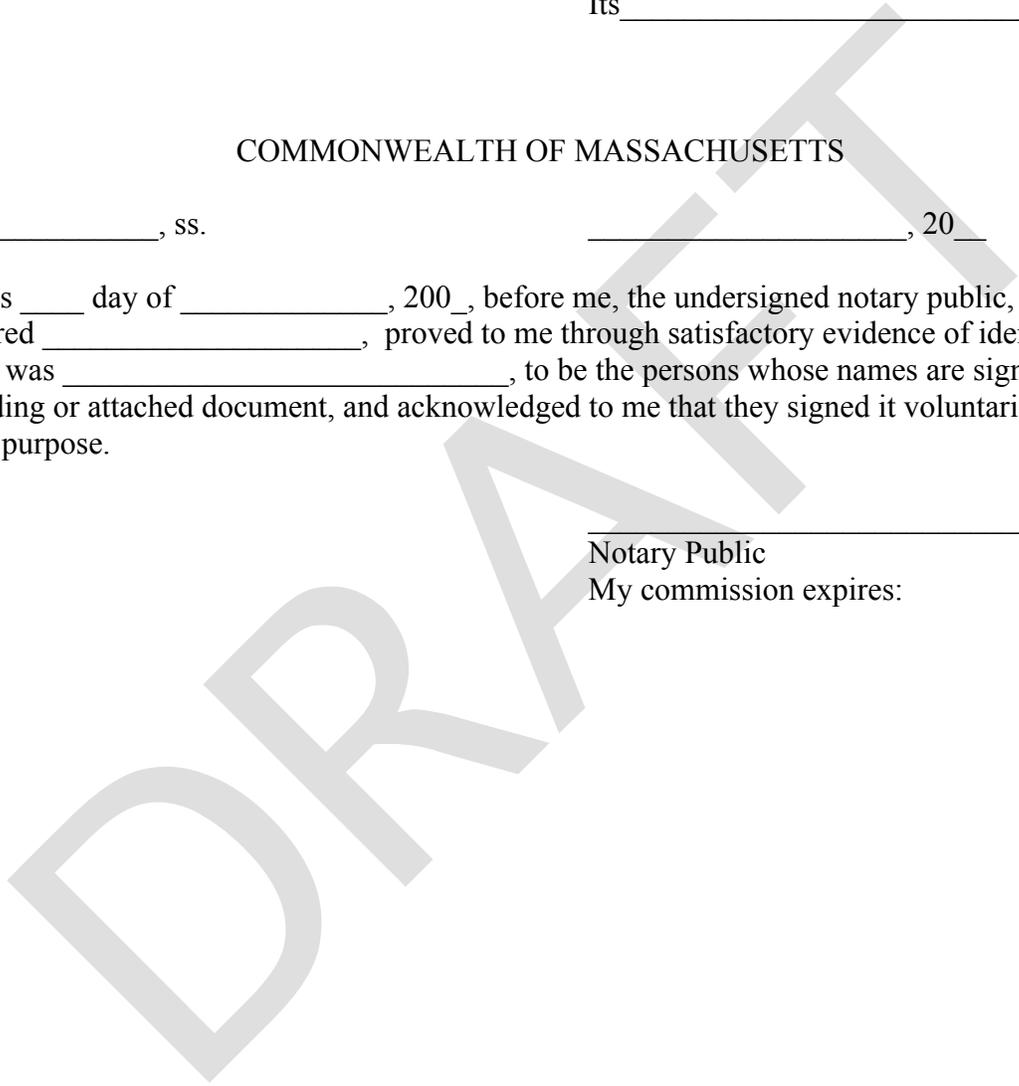
_____, ss.

_____, 20__

On this ____ day of _____, 200_, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public

My commission expires:



ACCEPTANCE OF GRANT

The above Conservation Restriction is accepted this _____ day of _____, 20__.

GRANTEE b

By _____

Its _____

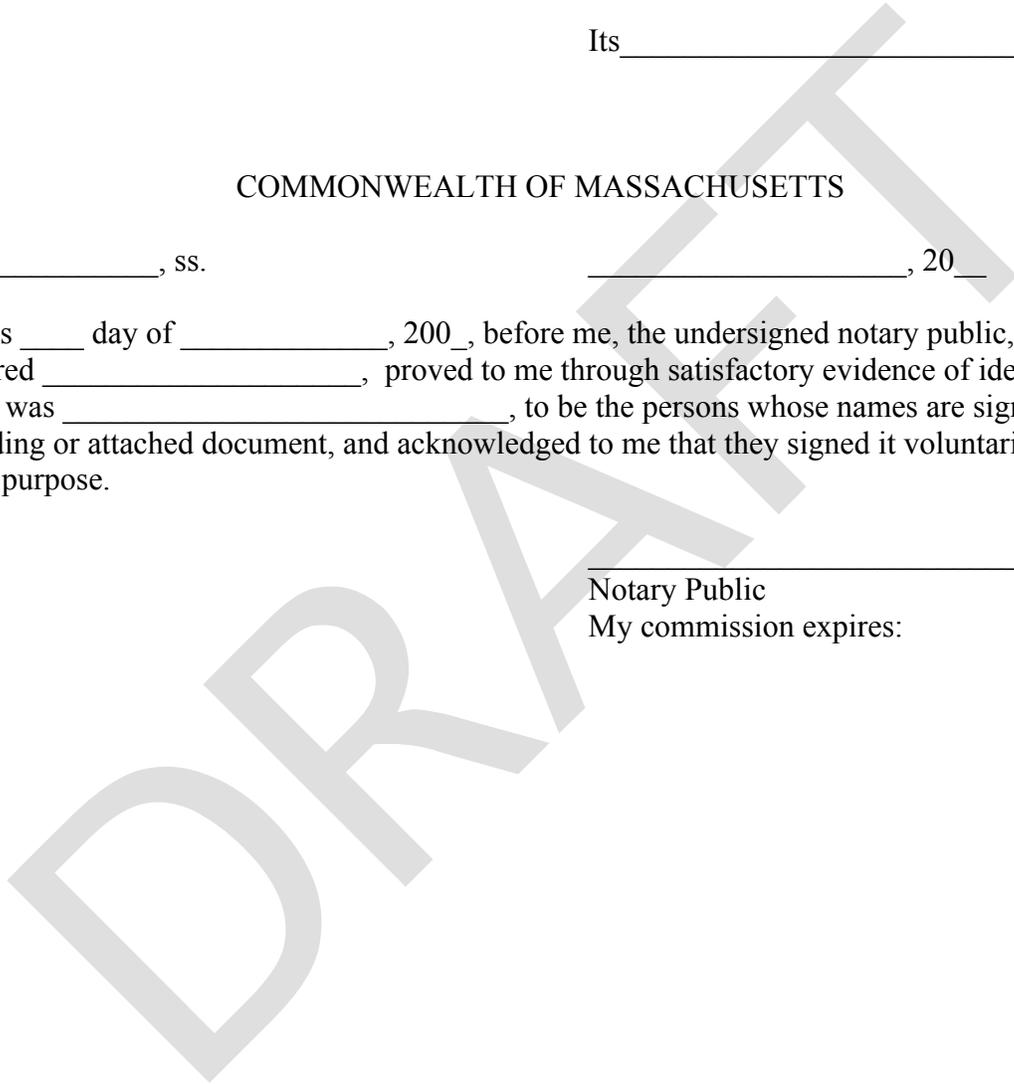
COMMONWEALTH OF MASSACHUSETTS

_____, ss.

_____, 20__

On this ____ day of _____, 200_, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My commission expires:



APPROVAL BY SECRETARY OF ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS

The undersigned, Secretary of the Executive Office of Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction to The Trustees of Reservations has been approved in the public interest pursuant to M.G.L. Chapter 184, Section 32.

Date: _____, 20__

Secretary of Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

_____, ss. _____, 20__

On this ____ day of _____, 200__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My commission expires:

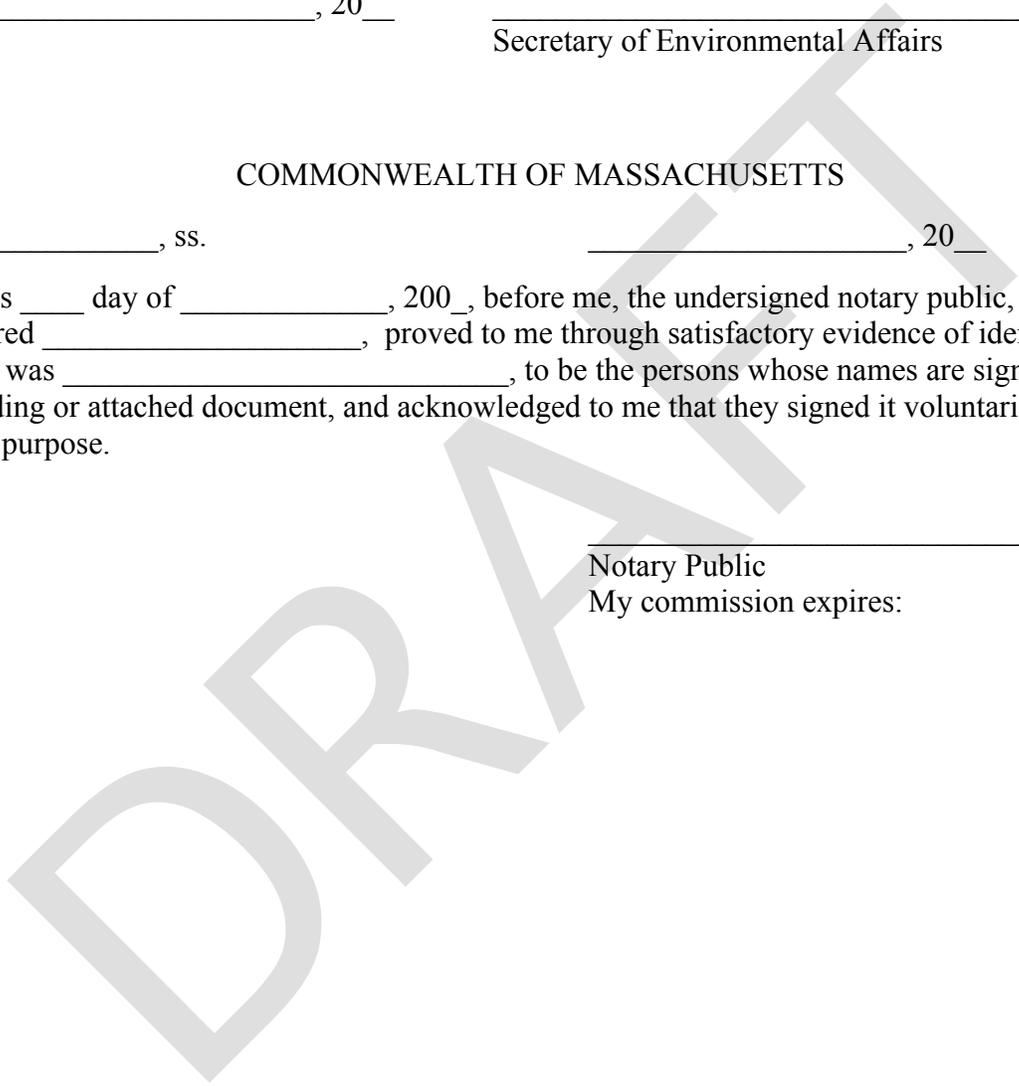


Exhibit A

The Premises consist of a parcel of land located in _____, Massachusetts, lying on the _____ side of _____ [Street] [Road], shown as _____ on a plan entitled _____, prepared by _____, dated _____, and recorded [herewith] [in Plan Book _____, Page _____] in the _____ County Registry of Deeds.

[The Premises are bounded and described as follows:]

[The Premises are subject to:]

For Grantor's title to the Premises, see _____ County Registry of Deeds Book _____, Page _____.

DRAFT

Exhibit B – Sketch Plan of the Premises

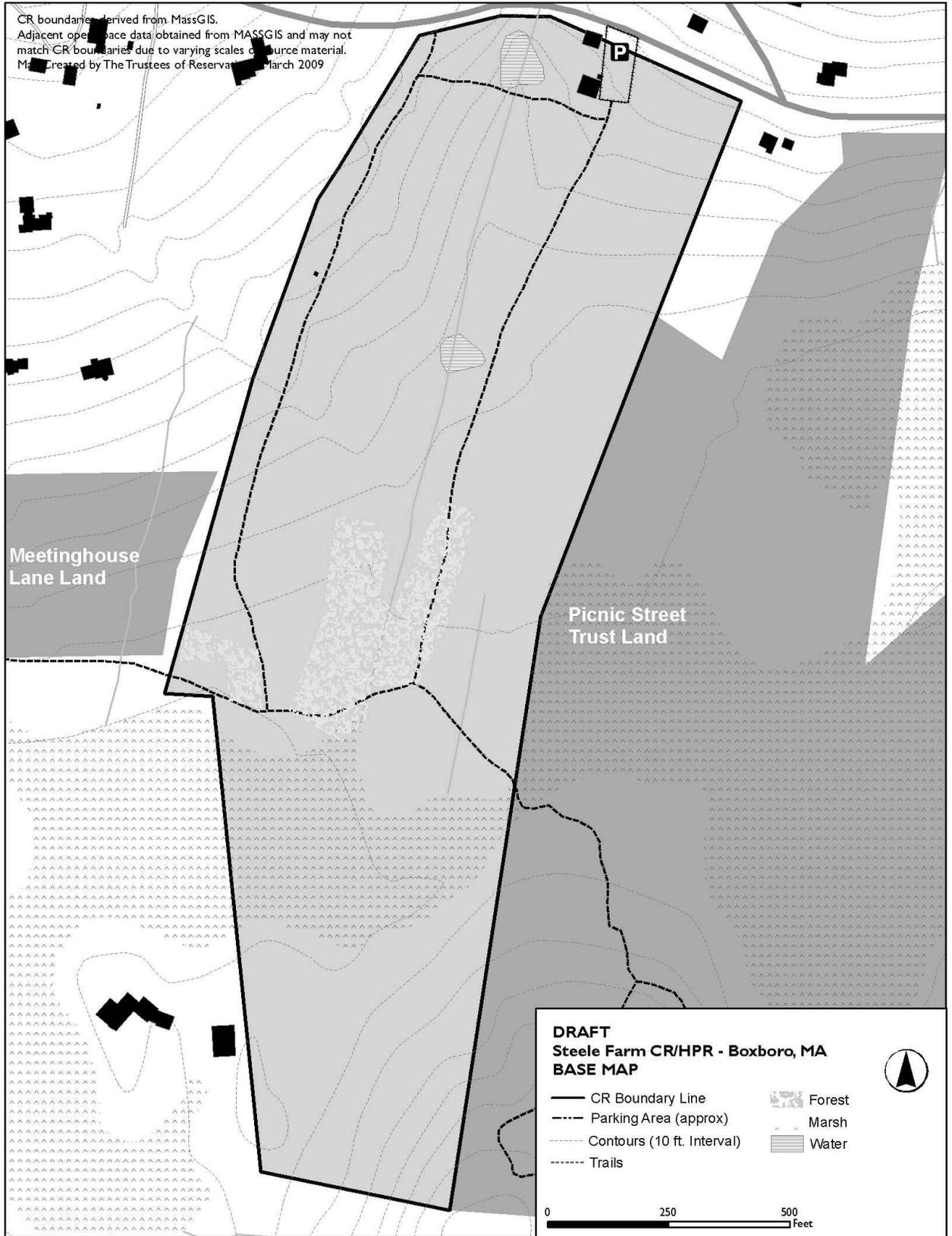


Exhibit C

Standards for the Treatment of Historic Properties

PART 68—THE SECRETARY OF THE INTERIOR'S STANDARDS FOR THE TREATMENT OF HISTORIC PROPERTIES

Authority: The National Historic Preservation Act of 1966, as amended (16 U.S.C. 470 *et seq.*); sec. 2124 of the Tax Reform Act of 1976, 90 Stat. 1918; EO 11593, 3 CFR part 75 (1971); sec. 2 of Reorganization Plan No. 3 of 1950 (64 Stat. 1262).

Source: 60 FR 35843, July 12, 1995, unless otherwise noted.

§ 68.1 Intent.

The intent of this part is to set forth standards for the treatment of historic properties containing standards for preservation, rehabilitation, restoration and reconstruction. These standards apply to all proposed grant-in-aid development projects assisted through the National Historic Preservation Fund. 36 CFR part 67 focuses on “certified historic structures” as defined by the IRS Code of 1986. Those regulations are used in the Preservation Tax Incentives Program. 36 CFR part 67 should continue to be used when property owners are seeking certification for Federal tax benefits.

§ 68.2 Definitions.

The standards for the treatment of historic properties will be used by the National Park Service and State historic preservation officers and their staff members in planning, undertaking and supervising grant-assisted projects for preservation, rehabilitation, restoration and reconstruction. For the purposes of this part:

(a) *Preservation* means the act or process of applying measures necessary to sustain the existing form, integrity and materials of an historic property. Work, including preliminary measures to protect and stabilize the property, generally focuses upon the ongoing maintenance and repair of historic materials and features rather than extensive replacement and new construction. New exterior additions are not within the scope of this treatment; however, the limited and sensitive upgrading of mechanical, electrical and plumbing systems and other code-required work to make properties functional is appropriate within a preservation project.

(b) *Rehabilitation* means the act or process of making possible an efficient compatible use for a property through repair, alterations and additions while preserving those portions or features that convey its historical, cultural or architectural values.

(c) *Restoration* means the act or process of accurately depicting the form, features and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period. The limited and sensitive upgrading of mechanical, electrical and plumbing systems and other code-required work to make properties functional is appropriate within a restoration project.

(d) *Reconstruction* means the act or process of depicting, by means of new construction, the form, features and detailing of a non-surviving site, landscape, building, structure or object for the purpose of replicating its appearance at a specific period of time and in its historic location.

§ 68.3 Standards.

One set of standards—preservation, rehabilitation, restoration or reconstruction—will apply to a property undergoing treatment, depending upon the property's significance, existing physical condition, the extent of documentation available and interpretive goals, when applicable. The standards will be applied taking into consideration the economic and technical feasibility of each project.

(a) *Preservation.* (1) A property will be used as it was historically, or be given a new use that maximizes the retention of distinctive materials, features, spaces and spatial relationships. Where a treatment and use have not been identified, a property will be protected and, if necessary, stabilized until additional work may be undertaken.

(2) The historic character of a property will be retained and preserved. The replacement of intact or repairable historic materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.

(3) Each property will be recognized as a physical record of its time, place and use. Work needed to stabilize, consolidate and conserve existing historic materials and features will be physically and visually compatible, identifiable upon close inspection and properly documented for future research.

(4) Changes to a property that have acquired historic significance in their own right will be retained and preserved.

(5) Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize a property will be preserved.

(6) The existing condition of historic features will be evaluated to determine the appropriate level of intervention needed. Where the severity of deterioration requires repair or limited replacement of a distinctive feature, the new material will match the old in composition, design, color and texture.

(7) Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.

(8) Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

(b) *Rehabilitation.* (1) A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces and spatial relationships.

(2) The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.

(3) Each property will be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.

- (4) Changes to a property that have acquired historic significance in their own right will be retained and preserved.
 - (5) Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize a property will be preserved.
 - (6) Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
 - (7) Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
 - (8) Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
 - (9) New additions, exterior alterations or related new construction will not destroy historic materials, features and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
 - (10) New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.
- (c) *Restoration.*
- (1) A property will be used as it was historically or be given a new use that interprets the property and its restoration period.
 - (2) Materials and features from the restoration period will be retained and preserved. The removal of materials or alteration of features, spaces and spatial relationships that characterize the period will not be undertaken.
 - (3) Each property will be recognized as a physical record of its time, place and use. Work needed to stabilize, consolidate and conserve materials and features from the restoration period will be physically and visually compatible, identifiable upon close inspection and properly documented for future research.
 - (4) Materials, features, spaces and finishes that characterize other historical periods will be documented prior to their alteration or removal.
 - (5) Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize the restoration period will be preserved.
 - (6) Deteriorated features from the restoration period will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials.
 - (7) Replacement of missing features from the restoration period will be substantiated by documentary and physical evidence. A false sense of history will not be created by adding

conjectural features, features from other properties, or by combining features that never existed together historically.

(8) Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.

(9) Archeological resources affected by a project will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

(10) Designs that were never executed historically will not be constructed.

(d) *Reconstruction.* (1) Reconstruction will be used to depict vanished or non-surviving portions of a property when documentary and physical evidence is available to permit accurate reconstruction with minimal conjecture and such reconstruction is essential to the public understanding of the property.

(2) Reconstruction of a landscape, building, structure or object in its historic location will be preceded by a thorough archeological investigation to identify and evaluate those features and artifacts that are essential to an accurate reconstruction. If such resources must be disturbed, mitigation measures will be undertaken.

(3) Reconstruction will include measures to preserve any remaining historic materials, features, and spatial relationships.

(4) Reconstruction will be based on the accurate duplication of historic features and elements substantiated by documentary or physical evidence rather than on conjectural designs or the availability of different features from other historic properties. A reconstructed property will re-create the appearance of the non-surviving historic property in materials, design, color and texture.

(5) A reconstruction will be clearly identified as a contemporary re-creation.

(6) Designs that were never executed historically will not be constructed.