

1729



Bk: 21698 Pg: 264 Page: 1 of 17
Recorded: 10/26/2007 02:50 PM

CONSERVATION RESTRICTION
WITH RECREATION USES
(Carlisle CR #58)

Town of Carlisle
To
Carlisle Recreation Trust, Inc. —

Off South Street
Carlisle, Massachusetts

The **Town of Carlisle**, a municipal corporation, with an address at the Municipal Building, 66 Westford St., Carlisle, Massachusetts, 01741, acting by and through its Board of Selectmen, its successors and assigns ("Grantor"), as the fee owner grants, with quitclaim covenants, to **Carlisle Recreation Trust, Inc.**, a Massachusetts charitable corporation, with an address at 125 Craigie Circle, Carlisle, Massachusetts 07141, its successors and permitted assigns ("Grantee") in perpetuity and exclusively for conservation purposes, the following described Conservation Restriction on two parcels of land located off South Street in the Town of Carlisle, Massachusetts, constituting a total of more than fifteen (15) acres lying on the southerly side of South Street, more particularly described in Exhibits A and B attached hereto and incorporated herein (collectively referred to as the "Premises"). For Grantor's title, see the deed dated April 6, 2004, recorded in Book 17113 Page 152 in Middlesex North Registry of Deeds.

Purposes and Background. This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the General Laws and otherwise by law. It is granted in fulfillment of the requirements of G. L. c. 44B, §12 to permanently restrict land acquired with Community Preservation Funds for "recreation use" and "open space" as those terms are used and defined in G. L. c. 44B, §2. It is granted pursuant to the authority granted by the Town of Carlisle March 23, 2004 Special Town Meeting Article 1, by the Town of Carlisle May 23, 2005, Annual Town Meeting Article 20, and by the Town of Carlisle October 30, 2006, Special Town Meeting Article 3. (Certified copies of said votes are attached as Exhibits A, B, and C, respectively, to the Declaration of Easements by the Town of Carlisle recorded herewith.)

The purpose of this Conservation Restriction is to assure that the Premises will be retained in perpetuity predominantly in scenic and open condition, including land to protect existing and future well fields, aquifers and recharge areas, watershed land, agricultural land,

grasslands, fields, forest land, lands to protect scenic vistas, land for wildlife or nature preserve; land for active and passive recreational use; to protect any Blue Spotted Salamander or Blue Spotted Salamander habitat as may exist on the Premises; and to prevent any use of the Premises that will significantly impair or interfere with the open space values of the Premises.

The Premises, comprised of two parcels totaling more than fifteen (15) acres of land contain unusual, unique or outstanding qualities, the protection of which in their predominantly natural or open condition will be of benefit to the public. The public benefits resulting from conservation of the Premises and purposes served by this perpetual Conservation Restriction, include, without limitation:

- (1) preservation of a large partially open and partially wooded parcel as wildlife habitat;
- (2) provision of actual and/or potential links to other, large open space parcels in both the towns of Carlisle and Acton, including the potential completion of public trail access across the Spencer Brook Valley;
- (3) preserves a wildlife corridor linking Acton's Spring Hill Conservation Area with the Spencer Brook bottomlands and, in turn, with the historic and protected Estabrook Woods in the Towns of Carlisle and Concord.
- (4) preservation of open space located within a Standard Metropolitan Statistical Area and located close to National Parks, the Premises being located within the Boston Standard Metropolitan Statistical Area, as now defined by the U.S. Office of Management and Budget, and being located less than 25 miles from each of Minuteman National Historic Park and Lowell National Historic Park;
- (5) preservation of significant buffers for over 140 acres of other abutting, conservation lands owned by either a qualified conservation organization or the Town of Carlisle;
- (6) preservation of land ranked priority one in the Open Space and Recreation Plan for Carlisle, Massachusetts, dated September, 1994, adopted by Carlisle Town Meeting and in the update of such Plan dated January, 2000; and
- (7) providing space for a park and an athletic field for recreational use by the public generally as defined in M.G.L. Chapter 44B Section 2.

Terms and Provisions of Conservation Restriction: The terms of this Conservation Restriction are as follows:

A. Prohibited Uses. The Grantor will neither perform nor allow others to perform following acts and uses which are expressly prohibited on, above and under the Restricted Areas:

- (1) Constructing, placing or allowing to remain any temporary or permanent building, tennis court, developed athletic field, landing strip, indoor or outdoor horse riding

ring, 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;

- (2) Mining, excavating, dredging or removing of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit;
- (3) Placing, filling, storing or dumping 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;
- (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, or archaeological conservation;
- (6) The use of motorcycles, motorized trail bikes, snowmobiles and all other motor vehicles, except as necessary in exercising any of the reserved rights in Paragraph B, or as necessary by the police, firemen or other governmental agents in carrying out their lawful duties;
- (7) The use for more than a de minimus commercial recreational activity;
- (8) Hunting or trapping;
- (9) (a) Conveyance of a part or portion of Lot 2 or Lot 3 (as compared to one or more conveyances of the entirety of either lot or the whole Premises, which shall be permitted), or the division or subdivision of either Lot 2 or Lot 3, (b) the use of any portion of the Premises for access for development purposes to any other land now or hereafter further developed, or (c) except as authorized in Paragraph B of this restriction, the use of any portion of the Premises toward building requirements on this or any other parcel.
- (10) Any other use or activity thereon which is inconsistent with the purpose of this Conservation Restriction or which would materially impair significant conservation interests unless necessary for the protection of the conservation and recreational interests that are the subject of this Conservation Restriction;

B. Reserved Rights. All acts and uses not prohibited on the Premises according to Paragraph A are permissible provided that they do not materially impair the purpose of this Conservation Restriction or other significant conservation interests. Notwithstanding the provisions of Paragraph A, the following acts and uses are also permitted for the benefit of the public generally, but only if such uses and activities do not materially impair the purpose of this Conservation Restriction or other significant conservation or recreational interests, and provided all applicable permits are obtained:

- (1) Digging or drilling of water wells and installation of sprinkler system for athletic field. Installation of wastewater disposal fields and associated above and below grade equipment and structures constituting a wastewater ("septic") disposal system and installation of water supply wells and associated utilities and lines. Said sprinkler system, wells and septic system shall be solely for the purpose of serving (i) the residential improvements to be made on Lot 1 described on the plan entitled "Benfield Parcel 'A' Confirmation Plan in Carlisle, Mass." dated June 26, 2007, and recorded in Middlesex North Registry of Deeds Plan Book herewith (the "Plan"), (ii) the recreational improvements to be made on the Premises; and/or (iii) the agricultural, horticultural or community gardens uses permitted on the Premises or on Lot 4 described on the Plan.
- (2) Excavation and removal from the Premises of soil, gravel or other mineral resource or natural deposit as may be incidental to the installation or maintenance or removal of an athletic field, wells, septic systems, utilities, a sprinkler system and other underground structures or to the maintenance of good drainage, soil conservation practices or to other permissible use of the Premises.
- (3) Mowing existing meadows and fields to protect the conservation values of the Premises, including without limitation, scenic and wildlife habitat values.
- (4) Mowing and general maintenance of an athletic field.
- (5) The maintenance of piles of limbs, brush, leaves and similar biodegradable material originating on the Premises provided such piles are not conspicuous from abutting properties.
- (6) The placing, removal, maintenance, repair and reconstruction of sight-pervious fences, including without limitation historic stone walls. As used herein, "sight-pervious fencing" shall not include so-called "cyclone" or "chain-link" or "snow" fencing.
- (7) 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 existing fields and meadows and unpaved woods roads and trails; and (b) following notice to Grantee, the cutting of trees for any purpose in accordance with a plan, prepared by a professional forester and approved by the Grantee, that is designed to protect the conservation values of the Premises, including without limitation, scenic and wildlife habitat values.
- (8) With the prior written permission of Grantee, the expansion of existing fields for agricultural, animal husbandry, or horticultural use or recreational uses otherwise permitted herein.
- (9) Passive recreational use such as community gardens, trails, picnicking, walking, jogging, dog walking, cross-country skiing, snowshoeing, bicycling, horseback.

riding, kite flying, wildlife viewing and outdoor education, fishing, hiking, sledding and other non-motorized outdoor recreational activities that do not materially alter the landscape nor degrade environmental quality.

- (10) The construction, maintenance, repair, replacement, reconstruction, reasonable enlargement and marking of trails, wetlands crossings, farm ponds, boardwalks and bridges for pedestrian use, non-motorized outdoor recreational activities and/or horseback riding, as well as the maintenance of presently existing trails and woods roads substantially in their present condition, or as otherwise reasonably necessary for the uses permitted by this Conservation Restriction.
- (11) With the prior written permission of Grantee, measures designed to restore native biotic communities, or to maintain, enhance, restore or otherwise manage wildlife, wildlife habitat or rare or endangered species.
- (12) The erection, maintenance and replacement of reasonably-sized signs with respect to trespass, access and use of the Premises, and/or the Grantee's interest in the Premises and/or the protected conservation values.
- (13) The conduct of archaeological activities, including without limitation surveys, 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 Historic Commission (or appropriate successor official).
- (14) The construction, development and installation of no more than one athletic field on either Lot 3 or Lot 2. Location of the field shall be established by Grantor in Grantor's sole discretion, subject to terms and conditions of the Town Meeting votes referred to on Page 1 of this restriction. In the event that the Premises is not under the management of the Town of Carlisle Board of Selectmen at the time the location of the athletic field is determined, the selection of the site shall be subject to final review and approval by said Board of Selectmen. Maintenance of the athletic field may include, without limitation, mowing, seeding, watering, and lining. Use of the athletic field will include utilization of temporary and seasonal on-field structures including goals, cones, netting and other practice and game equipment.
- (15) The installation on Lot 3 only of (i) no more than one utility shed having dimensions not exceeding 20'x20'x20' for use in connection with maintaining and supplying the athletic field to be constructed pursuant to the foregoing paragraph, and (ii) parking for up to forty-five (45) private vehicles to facilitate access to and use of the athletic field.
- (16) The installation of a road with appurtenant walking path, lighting and other utilities, to be located by Grantor in its sole discretion pursuant to the terms of the Declaration of Easements by Grantor dated September 17, 2007, to be recorded herewith prior to this Conservation Restriction. Said road shall provide access

from South Street for pedestrians, vehicles and utilities to Lots 1, 2, 3 and 4 on the Plan, including access to the residences proposed for construction on Lot 1.

- (17) Subject to proper authorization from Carlisle Town Meeting, either Lot 2 or Lot 3 as shown on the Plan may be conveyed separately or together. In the discretion of the Town of Carlisle Board of Selectmen, the management of Lot 2 and Lot 3 may be assigned to different agencies within the Town. In the event that ownership or management of Lots 2 and 3 is held by different parties, the benefits of this Restriction may be partially assigned by Grantee with regard to a single lot, provided that any assignee shall comply with the requirements stated in Paragraph J(2) below. If such a partial assignment occurs, this Restriction shall remain in full force and effect as though it were originally stated as two restrictions, one applicable to each lot.

The exercise of any right reserved by Grantor shall be in compliance with the Wetlands Protection Act, Massachusetts Endangered Species Act, the Natural Heritage and Endangered Species Program, and all other applicable federal, state and local laws, rules, regulations and permits.

The inclusion of any reserved right in this Paragraph B requiring a permit from a public agency does not imply that Grantee or the Commonwealth of Massachusetts takes any position on whether such permit should be issued. Without limiting the generality of the foregoing, Grantor acknowledges that Blue-Spotted Salamander (*Ambystoma laterale*) has been identified on a portion of the Premises, and all activities otherwise permitted hereunder shall be conducted in a manner and in locations acceptable to the Commonwealth of Massachusetts Natural Heritage & Endangered Species Program ("NHESP").

It is understood that in the event a permit is required from NHESP, an addendum to this conservation restriction may be recorded, delineating the areas to be protected and the areas where planning fields, a road, parking area, and utilities may be constructed. The addendum is not intended to be an amendment, but is intended to further clarify the locations and limits of the reserved rights herein.

C. 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 forty-five (45) 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 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 its approval in writing within forty-five (45) days of receipt of Grantor's written request therefor. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not materially impair the purposes of this Conservation Restriction. Failure of Grantee to respond in writing within such forty-five (45) days shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request refers to the provisions of this section relating to deemed approval after the passage of time.

D. Extinguishment. If circumstances arise in the future such as to render the purposes of this Conservation Restriction impossible to accomplish, this Conservation Restriction can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction or by other procedure established by law for the extinguishment of a conservation restriction, including compliance with terms of Article 97 of the Amendments to the Massachusetts Constitution applicable to conservation lands acquired with public funds. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange or involuntary conversion of the Premises, shall be entitled to no portion of the proceeds in accordance with Paragraph E below, subject, however, to any applicable law which expressly provides for a different disposition of proceeds. If, pursuant to applicable law superceding the terms of this restriction, Grantee were to receive a share of the proceeds, Grantee shall use said proceeds in a manner consistent with the conservation purposes set forth herein.

E. Proceeds. Grantor and Grantee agree that the donation of this Conservation Restriction gives rise for purposes of this Paragraph E to a property right, immediately vested in Grantee. Notwithstanding this fact, Grantor and Grantee agree that all expenses associated with acquisition and future improvement of the Premises have been and will be borne by Grantor. Consequently, the value of the property right vested in Grantee shall at all times and for all purposes be deemed to be only nominal value. If Grantee were to contribute to future improvement of the Premises, the parties may agree that Grantee's property right hereunder has a value greater than nominal value. Such an agreement shall take effect only if made in writing signed by both Grantor and Grantee and recorded as an addendum to this conservation restriction further clarifying the respective rights of the parties in the event of an extinguishment of this restriction.

F. Condemnation. 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 Grantor and Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by Grantor and Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between Grantor and Grantee in shares determined pursuant to Paragraph E (though if a less-than-fee interest is so taken, the proceeds shall be equitably allocated according to the nature of the interest taken). Grantee shall use its share of the proceeds, if any, in a manner consistent with the conservation purpose set forth herein.

G. Access. Grantor grants to the Grantee an easement to pass and repass upon the Premises for the uses permitted pursuant to Paragraph B hereof. Grantor further grants to the general public an easement to pass and repass upon the Premises for the uses permitted pursuant to Paragraph B(9) hereof, subject to reasonable regulation by the Grantor or its successors as owner of the Premises. In furtherance of said grant, there is hereby granted to Grantee the right to erect and from time to time replace, at appropriate locations near the boundaries of the Premises at locations mutually agreed upon by Grantor and Grantee, suitable signs identifying Grantee as the holder of this Conservation Restriction. Without limiting the foregoing, there is also hereby granted to Grantee and its representatives the right to enter upon the Premises (a) at reasonable times and in a reasonable manner for the purpose of inspecting the same to determine compliance herewith 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.

H. Legal Remedies of Grantee. The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including without limitation relief requiring restoration of the Premises to its condition prior to such violation (it being agreed that Grantee will have no adequate remedy at law), and 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 all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy or abate 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. By its acceptance, Grantee does not undertake any liability or obligation relating to the condition of the Premises not caused by Grantee or its agents, including with respect to compliance with hazardous materials or other environmental laws and regulations. Enforcement of the terms of this Conservation Restriction shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Conservation Restriction shall not be deemed or construed to be a waiver.

I. Acts Beyond Grantor's Control. Nothing contained in this Conservation 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 agree that in the event of such an occurrence, 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.

- (1) Perpetual Duration. The burdens of this Conservation Restriction shall run with the Premises and shall be enforceable against Grantor in perpetuity.
- (2) Execution of Instruments. After provision of a copy of any proposed instrument or notice to Grantor, Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction.
- (3) Benefits; Assignability. The benefits of this Conservation Restriction shall be in gross and shall not be assignable by Grantee, except in the following instances from time to time and with permission of Grantor, which shall not be unreasonably withheld: (i) as a condition of any assignment, Grantee requires that the purpose of this Conservation 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 General Laws as an

eligible donee to receive this Conservation Restriction directly; and (iii) in selecting a donee preference shall be given first to organizations domiciled in the Town of Carlisle and second to those which are currently holding other conservation restrictions on land located in the Town of Carlisle. In the event that the Grantee ceases to function without having assigned this Conservation Restriction to a qualified donee, such assignment shall be made by a court of competent jurisdiction. The benefits of this Conservation Restriction may be partially assigned in accord with the provisions of Paragraph B(17).

(4) Effective on Recording. 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 North Registry of Deeds.

(5) Timely Recording. This instrument shall be recorded in a timely manner.

K. Subsequent Transfers. Grantor agrees to expressly reference the terms of this Conservation 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. Failure to so shall not impair the enforceability of this Conservation Restriction in any manner.

L. Termination of Rights and Obligations. Notwithstanding anything to the contrary contained herein, the rights and obligations under this Conservation 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 Conservation Restriction, shall survive the transfer.

M. Estoppel Certificates. Upon written request by Grantor, Grantee shall within twenty-one (21) days execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Conservation Restriction, and which otherwise evidences the status of this Conservation Restriction as may be requested by Grantor.

N. Miscellaneous.

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

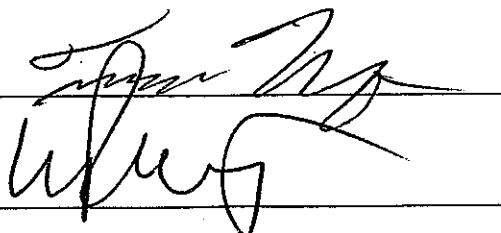
(2) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purpose of Mass. Gen. Laws Chapter 184, Sections 31-33. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Conservation 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 Conservation 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 Conservation Restriction and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Restriction, all of which are merged herein.
- (5) Amendment. If circumstances arise in the future under which an amendment to or modification of this Conservation Restriction may be appropriate, the parties reserve the right to amend this Conservation Restriction, provided that any amendment shall be effective only if it is consistent with the conservation purposes stated herein, and the amendment is consistent with applicable statutes, including without limitation M.G.L. Chapter 44B and Chapter 184, and is approved by the Commonwealth of Massachusetts Secretary of Energy and Environmental Affairs. In addition, no substantial amendment shall be made without its having been approved in advance by a two-thirds or more vote of the Town of Carlisle Town Meeting. The parties agree that increasing the number of athletic fields permitted under this restriction would constitute a substantial amendment thereof.
- (6) Captions. The captions in this instrument have been inserted solely for convenience of reference and 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 Conservation Restriction pursuant to M.G.L Chapter 184, Section 32 by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

No documentary stamps are required as the Grantor is a governmental body.

Executed under seal this 25th day of September, 2007.

TOWN OF CARLISLE
By its BOARD OF SELECTMEN



John Williams
Paul A. Stevenson

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

On this 25th day of September, 2007, before me, the undersigned notary public, personally appeared Timothy Hult, Douglas Stevenson, William Tice, Jr., John D. Williams, and _____ as they constitute a majority of the Town of Carlisle Board of Selectmen, each proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that they signed it voluntarily on behalf of the Town of Carlisle, for its stated purpose.

Margaret M de Mare
Notary Public
My commission expires: 4-18-2014

Exhibits

- A Legal Description
- B Sketch Plan

ACCEPTANCE OF GRANT

The above Conservation Restriction is accepted this 18th day of September, 2007.

Carlisle Recreation Trust, Inc.

By: Allen Deary
Allen Deary, Its President

By: Jeffrey A. Brem
Jeffrey A. Brem, Its Treasurer

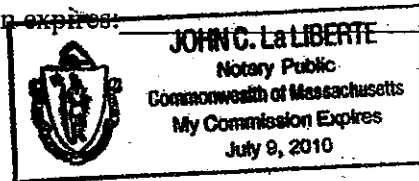
THE COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

On this 18 day of September, 2007, before me, the undersigned notary public, personally appeared Allen Deary, President, and Jeffrey A. Brem, Treasurer, of Carlisle Recreation Trust, Inc., proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that they signed it voluntarily on behalf of Carlisle Recreation Trust, Inc., for its stated purpose.

John C. LaLiberte
Notary Public

My commission expires:



APPROVAL OF SELECTMEN

We, the undersigned, being a majority of the Board of Selectmen of the Town of Carlisle, Massachusetts, hereby certify that at a meeting duly held on September 25, 2007 the Selectmen voted to approve the foregoing Conservation Restriction to Carlisle Conservation Trust, Inc. pursuant to M.G.L. Chapter 184, Section 32. In connection with said approval, we determined that the foregoing Conservation Restriction serves the public interest.

BOARD OF SELECTMEN

[Signature]
[Signature]

[Signature]
[Signature]

THE COMMONWEALTH OF MASSACHUSETTS


Middlesex County, ss.

On this 25th day of September, 2007, before me, the undersigned notary public, personally appeared Timothy Hult, Douglas Stevenson and William Tice, Jr., John D. Williams, and _____ as they constitute a majority of the Town of Carlisle Board of Selectmen, each proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that they signed it voluntarily on behalf of the Town of Carlisle, for its stated purpose.

[Signature]
Notary Public
My commission expires: 4-18-2014

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

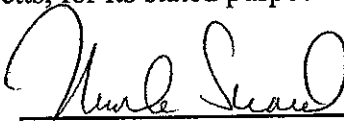
The undersigned, Secretary of the Executive Office of Energy and Environmental Affairs of The Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction to Carlisle Recreation Trust, Inc., has been approved in the public interest pursuant to M.G.L. Chapter 184, Section 32. Said approval is not be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises or any portion thereof, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

Date: 10/4, 2007 
Ian A. Bowles
Secretary of Energy and Environmental Affairs

THE COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

On this 4th day of Oct, 2007, before me, the undersigned notary public, personally appeared Ian A. Bowles, Secretary of Energy and Environmental Affairs, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily on behalf of the Commonwealth of Massachusetts, for its stated purpose.



Notary Public
My commission expires: 12/15/2011

EXHIBIT A

Premises Description

The Premises hereby restricted consists of two parcels shown as Lot 2 and Lot 3 on the plan entitled "Benfield Parcel 'A' Confirmation Plan in Carlisle, MA" dated June 26, 2007, recorded in Middlesex North Registry of Deeds herewith, and also shown on the plan entitled "Town Subdivision Plan for Parcel 'A' in Carlisle, Mass." dated August 10, 2005, recorded in Middlesex North Registry of Deeds in Plan Book 224 Page 32. According to said plans, Lot 2 consists of approximately 12.15 acres of land and Lot 3 consists of approximately 3.08 acres of land. A sketch showing the approximate location of the Premises follows as Exhibit B.

According to said plans, **Lot 2** is bounded as follows:

NORTHWESTERLY	by South Street 41.20 feet;
NORTHEASTERLY	by land now or formerly of Sidney G. MacRae by two courses of 105.07 feet and 209.10 feet;
NORTHWESTERLY	by land now or formerly of said MacRae and by land now or formerly of Mildred Larson by two courses of 349.70 feet and 133.00 feet;
NORTHERLY	by land now or formerly of Allen C. Carpenito 325.30 feet;
WESTERLY	by land of said Carpenito 78.70 feet;
NORTHERLY	by land of said Carpenito by two courses of 191.90 feet and 181.80 feet;
NORTHEASTERLY	by land of said Carpenito 92.80 feet;
NORTHERLY	by land of said Carpenito 14.36 feet;
SOUTHEASTERLY	by Lot 4 shown on said plans by six courses of 38.21 feet, 34.39 feet, 47.22 feet, 31.84 feet, 43.64 feet, and 61.60 feet;
SOUTHEASTERLY	by Lot 3 shown on said plans 509.29 feet;
NORTHEASTERLY	by said Lot 3 234.97 feet;
SOUTHERLY, SOUTHWESTERLY, and SOUTHEASTERLY	by said Lot 4 by nine courses of 22.06 feet, 19.47 feet, 22.00 feet, 60.66 feet, 69.87 feet, 75.51 feet, 74.34 feet, 138.49 feet, and 113.85 feet;
SOUTHWESTERLY	by land now or formerly of Hulda Larsen Estate 194.86 feet;
WESTERLY	by Lot 1 shown on said plans 207.96 feet; and
SOUTHWESTERLY	by said Lot 1 by two courses 271.58 feet and 109.28 feet.

According to said plans, **Lot 3** is bounded as follows:

NORTHEASTERLY	by Lot 2 shown on said plans 509.29 feet;
EASTERLY	by Lot 4 shown on said plans 0.66 feet;
SOUTHEASTERLY	by said Lot 4 54.45 feet;
EASTERLY	by said Lot 4 51.01 feet;

SOUTHEASTERLY
NORTHEASTERLY
EASTERLY
NORTHEASTERLY
SOUTHEASTERLY,
SOUTHERLY, and
SOUTHWESTERLY

SOUTHWESTERLY

by said Lot 4 by two courses of 38.30 feet and 34.56 feet;
by said Lot 4 by two courses of 47.92 feet and 46.15 feet;
by said Lot 4 45.25 feet;
by said Lot 4 by two courses of 32.38 feet and 46.94 feet;

by said Lot 4 along a stone wall by eight courses of 25.95
feet, 143.07 feet, 47.89 feet, 118.58 feet, 71.74 feet, 35.98
feet, 34.64 feet, and 35.38 feet; and
by said Lot 2 234.97 feet.

Title to the Premises is subject to all easements and restrictions of record, if any, including without limitation the Declaration of Easements dated September 25, 2007, by the Town of Carlisle recorded in said Deeds herewith.

The Premises is the final delineation of the parcels approximately described on the plan attached to Article 1 of the March 23, 2004, Special Town Meeting as a the "Housing Overlay District". It is also approximately shown as Parcels 2 and 3 on the plan attached to Article 20 of the May 23, 2005, Annual Town Meeting. (Due to a scrivener's error, the plan attached to said Article 20 was actually entitled "Plan B Land Use Plan Benfield Parcel A", rather than "Benfield Land Districts, Article 20, Annual Town Meeting" as stated in Article 20.) Pursuant to Article 3 of the October 30, 2006, Special Town Meeting, said Lot 2 was re-designated for open space and recreation, changed from its original designation for housing.

For Grantor's title to the Premises, see the deed of Marjorie Getchell and John M. Cornish, Trustees of South Street Nominee Trust dated April 6, 2004, recorded in said Deeds Book 17113 Page 152.

(9/17/2007)

DWLIB 210974v6
5602/18

