

Grantor: Town of Sharon Conservation Commission  
Grantee: Massachusetts Audubon Society, Inc.  
Property Address: 154A Billings Street, Sharon, MA  
For Grantor's title see: Deed of Whitman Homes, Inc. to the Town of Sharon dated January 18, 2008 recorded in the Norfolk Registry of Deeds Book 25444, Page 592

**GRANT OF CONSERVATION RESTRICTION**  
**TO**  
**MASSACHUSETTS AUDUBON SOCIETY**

**154A BILLINGS STREET, SHARON, MASSACHUSETTS**

The Town of Sharon, with an address of Town Hall, 90 South Main Street, Sharon, MA, 02067, acting by and through its Conservation Commission as provided in Mass. Gen. L. ch. 40, § 8A, being the sole owner of the granted premises and intending hereby to bind itself and its successors and assigns (hereinafter referred to collectively as the "Grantor"), acting pursuant to Sections 31, 32 and 33 of Chapter 184 of the General Laws of Massachusetts, for nominal consideration paid, hereby grants, with Quitclaim Covenants, to Massachusetts Audubon Society, Inc., a Massachusetts Non-Profit Corporation having its usual place of business at 208 South Great Road, Lincoln, MA, 01773, and its successors and permitted assigns (hereinafter referred to as the "Grantee"), in perpetuity and exclusively for conservation purposes, the following Conservation Restriction (hereinafter the "Conservation Restriction") on a parcel of land of approximately 10.58 acres located 154A Billings Street in the Town of Sharon, Norfolk County, Massachusetts, said parcel being described in Exhibit A attached hereto (the "Premises").

**I. Purposes**

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purpose of the Conservation Restriction is to assure that the Premises will be retained in perpetuity predominantly in their natural, scenic and undeveloped condition, and to prevent any use of the Premises that would materially impair or interfere with the conservation and historic values of the Premises. This grant of Conservation Restriction is required by the Community Preservation Act pursuant to a vote of the May 9, 2007 Sharon Annual Town Meeting, Article 13 (attached as Exhibit B).

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

- A. Protection of Scenic and Water Resources. The Premises comprise part of a highly scenic landscape adjacent to the downtown area of the Town of Sharon and connect to an existing contiguous corridor of over 350 acres of conservation land for the public's benefit. The Premises further protect the Massapoag Brook and adjacent

wetlands which serve as a tributary to the Neponset River and drinking water resources.

- B. Protection of Wildlife Habitat. Conservation of the Premises will protect woodlands and wetlands used by a variety of wildlife. The Premises also functions as a vibrant wildlife corridor enhancing the ecological value and integrity of adjacent, similarly protected lands.
- C. Protection of Recreational and Educational Resources. Conservation of the Premises will preserve the public's use and enjoyment of the Premises for passive recreation and outdoor educational activities.
- D. Furtherance of Government Policy, Massachusetts. Protection of the Premises is in furtherance of the policy of the Commonwealth of Massachusetts' mandate to protect conservation land under Article 97 of the Massachusetts Constitution, consistent with the Community Preservation Act requirements and funding appropriated by Town Meeting vote for the land purchase (Town Meeting vote attached as Exhibit B).

This Conservation Restriction will provide permanent protection of the conservation values of the Premises. The conservation values of the Premises and the public benefits of this Conservation Restriction are described in more detail in a Baseline Documentation Report to be kept on file at the offices of the Grantee and incorporated herein by this reference.

## **II. Binding Effect, Prohibited Acts and Uses, Exceptions Thereto, and Permitted Uses**

### **A. Binding Effect**

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

### **B. Prohibited Acts and Uses**

Subject to the exceptions set forth in paragraph C below, the Grantor will neither perform nor allow others to perform the following acts and uses which are prohibited in, on, under, and over the Premises:

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

2. Mining, excavating, dredging, cutting, destroying, or removing from the Premises or bodies of water thereon, of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise make topographical changes to the area;
3. Installing underground storage tanks;
4. Placing, filling, storing or dumping on the Premises of soil, refuse, trash, yard wastes such as lawn clippings, leaves, branches (other than those naturally deposited in the area), vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever;
5. Cutting, removing or otherwise destroying trees, shrubs, grasses or other vegetation;
6. Subdivision or conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises, and no portion of the Premises may be used towards building or development requirements on this or any other parcel;
7. Conducting activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, archaeological conservation, plants, or wildlife habitat;
8. Using the Premises for residential, commercial, or industrial purposes;
9. Except vehicles necessary for emergencies, or to reasonably carry out lawful government activities, or for maintenance, or for the disabled, the use, parking or storage of motorized vehicles including motorcycles, mopeds, all-terrain vehicles, recreational vehicles, trail bikes, snowmobiles, aircraft, helicopters or other similar vehicles; any motorized vehicles are to be kept to the extent feasible on existing woods roads and trails;
10. The disruption, removal or destruction of the stone walls or granite posts on the Premises;
11. Using herbicides and pesticides, or using other chemical or mechanical means that may have an adverse impact upon the plant life or wildlife within the restricted area, except as may be permitted, in writing, by the Grantee for the control of noxious or invasive species and only if it will not impair the water quality or adjacent vegetation;
12. The use of the Premises for camping, hunting, trapping or discharge of firearms except as may be permitted by the Grantee under special circumstances for ecosystem protection and management purposes;
13. Conducting any other use of the Premises or activity which, in the reasonable opinion of the Grantee, is or may become inconsistent with the intent and purpose

of this Conservation Restriction, that is the preservation and protection of the Premises in their natural and scenic condition, or which would materially impair its conservation values, unless necessary in an emergency for the protection of the conservation values that are the subject of this Restriction.

C. Exceptions to Otherwise Prohibited Acts and Uses

Notwithstanding the Prohibited Acts and Uses in subparagraph B above, the following acts and uses are permitted to the Grantor, but only if such acts or uses do not materially impair the purpose of this Conservation Restriction or other significant conservation interests and where applicable if such acts and uses have been expressly permitted by the Grantee in writing as set forth below:

1. Forestry and Vegetation Removal. In accordance with best management practices, (a) selective minimal pruning and cutting of trees and other vegetation to control or remove hazards, invasive species, or damage caused by disease, insects or fire, or to preserve the present condition of the Premises, including woods roads and trails; and (b) following notice to and approval of the Grantee, the cutting of trees for any non-commercial purpose in accordance with a plan, prepared by a licensed natural resources professional and approved by the Grantee, that is designed to protect the conservation values of the Premises, including without limitation, wildlife habitat, water quality and scenic values.
2. Signs. The erection, maintenance and replacement of signs by the Grantor with respect to ownership, boundaries, regulations governing public use, trails, natural features, flora and fauna, and the protected conservation values.
3. Minor Educational and Recreational Structures. Following notice and approval by Grantee, the construction, maintenance, repair and replacement of minor structures for use by the public for educational and passive recreational purposes, including but not limited to structures such as interpretive signs, exhibits and benches. Said structures shall be designed and located so as not to have a material deleterious impact on the conservation purposes (including scenic values) of this Conservation Restriction.
4. Recreational and Educational Activities. Walking, hiking, skiing, horseback riding, bicycling, nature study and other non-motorized outdoor recreational and educational activities that do not materially alter the landscape, nor degrade environmental quality, nor involve commercial recreational use. Nature study and educational activities by Grantor's and/or Grantee's instructors and their invitees which do not involve commercial use. Access and use of the Premises shall be permitted in accordance with Section IV.E.
5. Composting. The stockpiling and composting of stumps, tree and brush limbs and similar biodegradable materials originating on the Premises in locations where the

presence of such materials will not have a deleterious impact on the purposes (including scenic values) of this Conservation Restriction.

6. Trails and stone walls. Following notice and approval by Grantee, the construction, maintenance and marking of trails (including bridges and boardwalks) for pedestrian and emergency vehicle use. The maintenance and repair of existing stone walls on the Premises, and the erecting of gates to control unauthorized access to the Premises.
7. Wildlife Habitat Management and Improvement. With prior written notice to and approval by Grantee, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species.
8. Archaeological Investigations. Following notice and approval by Grantee, the conduct of archaeological activities following submission of an archaeological field investigation plan and its approval in writing by the State Archaeologist of the Massachusetts Historical Commission (or appropriate successor official).
9. Permitted Acts and Uses. All acts and uses not prohibited by subparagraphs B and C, and not otherwise permitted herein, are permissible so long as they do not materially impair the conservation values of this Conservation Restriction and are not expressly prohibited by any management plan in effect for the Premises, provided written approval is obtained from the Grantee.
10. Woods Roads. The Grantor may maintain the presently existing woods roads located on the Premises as shown in a Baseline Document Report prepared by the Grantee substantially in their present condition or as reasonably necessary for the uses permitted herein, up to 12 feet in width. Highly erodible portions of such roads may be paved or otherwise improved with the prior written permission of the Grantee.

The Grantor shall notify and obtain the approval of the Grantee, to the extent required above, in writing before the date the Grantor intends to undertake any of the activities described in paragraphs II.C.1(b), II.C.3, II.C.6, II.C.7 and II.C.8 of this section or whenever notice to or approval by the Grantee is required herein and not less than 35 days prior to the date when the Grantor intends to undertake the proposed activity. The notice shall be delivered as outlined in Section X herein and 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 the activity's consistency with the purposes of this Conservation Restriction. The Grantee shall grant or withhold the Grantee's approval in writing within thirty (30) days of receipt of the Grantor's written request therefore. 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 and the conservation values of the Premises. Failure of the Grantee to respond in writing within 30 days shall be deemed to constitute approval by the Grantee of the request as submitted, so long as the request sets forth

the provisions of this section relating to deemed approval after 30 days in the notice, the requested activity is not prohibited herein and the activity will not materially impair the purposes or conservation values of this Conservation Restriction .

The exercise of any right reserved or permitted by the Grantor under this paragraph C shall be in compliance with the then-current Zoning bylaw of the Town of Sharon, the Wetlands Protection Act (General Laws Chapter 131, Section 40), and all other applicable federal, state and local laws and regulations. The inclusion of any reserved or permitted right in this paragraph C requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position on whether such permit should be issued.

### **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 its condition prior to the occurrence of the violation (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. Notwithstanding the foregoing, prior to exercising the rights hereunder, the Grantee shall first notify the Grantor in writing of any alleged violations and the Grantor shall have ten (10) business days to rectify same ("Cure Period"). Failing the restoration or cessation of the alleged violation within the Cure Period, then the Grantee shall be entitled to seek legal and injunctive relief as noted herein.

Grantee agrees to cooperate with Grantor for a reasonable period of time of up to ten (10) additional business days after the expiration of the first ten (10) business days referenced above, which time may be extended by Grantee in their sole discretion, prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions, provides Grantee with a plan to remedy the violations, and Grantee determines there is no ongoing diminution of the conservation and historic preservation 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 this Restriction, Grantor shall be responsible for a survey and placement of boundary markers.

Nothing herein shall preclude the Grantor's and Grantee's right to pursue other parties for damage to the Premises caused by vandalism, trespass, or other violations of this Restriction.

B. Grantee Disclaimer of Liability

By the Grantee's acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises not caused by Grantee or its agents.

C. Non-Waiver

Enforcement of the terms of this Conservation Restriction shall be at the discretion of the Grantee. Any election by the Grantee as to the manner and timing of the Grantee's right to enforce this Conservation Restriction or otherwise exercise the Grantee's rights hereunder shall not be deemed or construed to be a waiver of such rights.

IV. Access

The Conservation 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:

- A. Monitoring and Enforcement. Grantor hereby grants to Grantee and its representatives the right to enter the Premises (a) at reasonable times and in a reasonable manner for the purpose of inspecting the same to determine compliance herewith; (b) following consultation with Grantor, to erect and from time to time replace near the boundaries of the Premises a reasonable number of signs each no greater than four square feet identifying Grantee as the holder of this Conservation Restriction; and (c) after 30 days' prior written notice (or shorter time when, in Grantee's sole judgment, an imminent threat to the Premises' conservation values requires a more immediate response), 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. Reasonable time shall be between the hours of 9:00 a.m. and dusk.
- B. Nature Study. Grantor hereby grants to Grantee and its representatives the right to enter the Premises, after 30 days' prior written notice, to study, identify and monitor the site's flora and fauna, hydrology and other environmental conditions.
- C. Environmental Education. Grantor hereby grants to Grantee the right up to two times each year to conduct free or fee-based environmental education programs for the public on the Premises, provided, however, that a staff member, instructor, or member of the Board of Directors of the Massachusetts Audubon Society shall accompany each group and that Grantor's permission shall be obtained if the group exceeds 20 persons, and under every circumstance the Grantee shall provide 15 days prior notice and any proof of insurance as necessary.
- D. Violations. 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 purposes of taking any and all actions with respect to the Premises as may be necessary or appropriate

to remedy or abate any violation thereof, including but not limited to the right to perform a survey of boundary lines.

- E. Public Access. Grantor further grants to Grantee and to the general public the right to enter and/or leave the Premises, to pass and repass on the Premises for purposes of walking and other passive outdoor recreational activities consistent with Section II.C not involving the use of motorized vehicles and pursuant to any rules and regulations promulgated by the Grantor.

However, and notwithstanding the foregoing, in the event of an emergency or should the Grantor undertake to perform maintenance or other activities which could pose harm or the possibility of harm to the Public, then the Grantor shall have the right at any time, and from time to time, to temporarily bar access during time periods when emergency or potentially harmful activities are being conducted and except in the case of an emergency, advance notice is provided to the Grantee and access is barred only for the time and to the minimum area necessary to prevent the possibility of harm to the Public. The provisions of Massachusetts General Laws Chapter 21, Section 17C, as same may be from time to time amended, shall be applicable to any use of the Premises by the public.

## V. 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 while 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 the Grantor and the Grantor's successors and assigns appoints the Grantee as the Grantor's attorney-in-fact to execute, acknowledge and deliver any such instruments on the Grantor's behalf. Without limiting the foregoing, the Grantor and the Grantor's successors and assigns agree 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 and subject to the Grantor's approval, which approval shall not be unreasonably withheld:

1. as a condition of any assignment, the Grantee shall require that the purpose and enforcement of this Conservation Restriction continues to be carried out; and
2. the person or entity to whom the Grantee intends to assign the Conservation Restriction, at the time of assignment, shall qualify under Section 170(h) of the



Internal Revenue Code of 1986, as amended or any successor statute, and applicable regulations thereunder, and under Section 32 of Chapter 184 of the Massachusetts General Laws, as amended or any successor statute, as an eligible donee to receive this Conservation Restriction directly; and

3. any assignment shall be in compliance with the provisions required by Article XCVII (97) of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

## **VI. Extinguishment**

- A. Grantee's Receipt of Property Right. Grantor and Grantee agree that the conveyance of this Conservation Restriction gives rise to a real property right, immediately vested in Grantee, with a fair market value that is determined by multiplying the then-current fair market value of the Premises as if unencumbered by this Conservation Restriction by the ratio of the value of this Conservation Restriction to the value of the Premises, without deduction for the value of this Conservation Restriction and subject to any grant, funding agreement, or applicable law which expressly provides for a different disposition of proceeds.
- B. Court Proceedings and Right of Grantee to Recover Portion of Proceeds at Disposition. If circumstances arise in the future that render the purpose of this Conservation Restriction impossible to accomplish, this Conservation Restriction can be terminated or extinguished, whether in whole or in part, only by judicial proceedings in a court of competent jurisdiction after review and approval by the Secretary of Energy and Environmental Affairs. If any occurrence ever gives rise to extinguishment or other release of this Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with paragraph VI.(A) above.
- C. 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. The remaining proceeds shall be distributed between Grantor and Grantee pursuant to Section VI.A (though if a less-than-fee interest is so taken, the proceeds shall be equitably allocated according to the nature of the interest taken).
- D. Continuing Trust of Grantee's Share of Proceeds. Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes of this grant.

## **VII. Subsequent Transfers**

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which the Grantor divests any interest in all or a portion

of the Premises. The Grantor shall notify the Grantee in writing if the Grantor conveys the Premises or any part thereof or interest therein (including a lease) within 21 days of such transfer. Failure to do either shall not impair the validity or enforceability of this Conservation Restriction.

The Grantor shall not be liable for violations occurring after transfer of its 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. Following said 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 twenty-one (21) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance with any obligation of the Grantor contained in this Conservation Restriction.

#### **IX. Effective Date**

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

#### **X. Notices**

Any notice, demand, request, consent, approval, or communication that either the Grantor or the Grantee 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: Conservation Commission  
Sharon Town Hall  
90 South Main Street  
Sharon, MA 02067

With a copy to Town  
Counsel:

Richard A. Geleman, Esq. and Lisa V. Whelan, Esq.  
Gelman and Cabral, LLC  
30 Walpole Street  
Norwood, MA 02062

To Grantee: Massachusetts Audubon Society  
Director of Land Conservation  
208 South Great Road

Lincoln MA 01733

or such other address as either the Grantor or the Grantee from time to time shall designate by written notice to the other or that which is reasonably ascertainable.

## **XI. 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 effectuate the purpose of this Conservation Restriction and the policy and purpose of Massachusetts General 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.

### **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 between the Grantor and the Grantee 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.

### **E. 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. Any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

### **F. No Merger**

No transfer of Grantor's or Grantee's interest in the Premises and no acquisition of any additional interest in the Premises by Grantor or Grantee shall cause this Conservation

Restriction to merge with the fee or have the effect of causing any of the terms hereof to be rendered unenforceable by reason of the so-called "doctrine of merger." A non-fee owner shall always be the holder of this Conservation Restriction so that the Conservation Restriction is always enforceable by a non-fee owner.

G. Enforcement Authority of the Attorney General

Grantor and Grantee hereby recognize the authority of the Massachusetts Attorney General pursuant to M.G.L. c.12, §§ 3, 7 and 11D to, among other things, prevent or remedy damage to the environment and to prosecute information or other processes against persons who intrude on the land, rights or property of the Commonwealth of Massachusetts (hereafter "Commonwealth"), or commit or erect a nuisance thereon. The Parties also recognize the interests of the Commonwealth in approving, enforcing and supporting conservation and other restrictions and the benefits to the public conferred by such restrictions acquired pursuant to M.G.L. c. 184, §§ 23 and 25 - 32. Accordingly, the Parties hereby consent to the Attorney General's enforcing the provisions of this restriction pursuant to M.G.L. c. 12, §§ 3, 7 and 11D, and M.G.L. c. 184, §§ 23 and 25 - 32. Such enforcement may include, among other things, the right to commence or intervene in any legal proceeding in order to secure the rights of the holder of a conservation restriction and the Commonwealth conferred under M.G.L. c 184, §§ 23, 25 - 32; the right to remedy past damage or prevent future damage to the environment as a result of actions or inactions on the part of an owner of land upon which a conservation or other restriction has been recorded; and the right to appeal any decision in any legal proceeding taken by any party that may affect the state interest and public benefit conferred by a restriction created pursuant to M.G.L. c.184, §§ 23, 25 - 32.

H. Amendment

If circumstances arise under which amendment to or modification of this CR would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this CR, subject to the approval of the Secretary of Energy and Environmental Affairs; provided that no amendment may be made that will be inconsistent with Article 97 of the Amendments to the Massachusetts Constitution, G. L. Chapter 184, Sections 32, the purposes of this CR, nor will affect its perpetual duration, nor adversely materially affect any of the conservation values of the Premises. No amendment shall be approved unless it serves to strengthen this Conservation Restriction or its conservation values. Any such amendment shall be recorded with the Norfolk County Registry of Deeds.

Attached hereto and incorporated herein are the following:

Grantor and Grantee signatures

Grantor: Town of Sharon, acting by and through its Conservation Commission

Grantee: Massachusetts Audubon Society, Inc

Approval of the Sharon Board of Selectmen

Exhibit A: Legal Description and Plan

Exhibit B: Article 13, May 9, 2007 Town Meeting Vote

# APPROVAL OF GRANT BY THE CONSERVATION COMMISSION

We, the undersigned, being a majority of the Conservation Commission of the Town of Sharon, Norfolk County, Massachusetts, hereby certify that at a public meeting duly held on DEC 18, 2014, the Conservation Commission voted to approve the foregoing grant of this Conservation Restriction to the Massachusetts Audubon Society, Inc. pursuant to Massachusetts General Laws, Chapter 40, Section 8C.

[Signature]  
[Signature]  
[Signature]  
Margaret D. Aquilino  
   
   
 

## COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

On this 18 day of December, 2014, before me, the undersigned Notary Public, personally appeared [Signature], [Signature], [Signature], [Signature], and proved to me through satisfactory evidence of identification, which was/were personal knowledge to be the person(s) whose name(s) is/are signed on the preceding or attached documents, and acknowledged to me that he or she signed it voluntarily as members of the Conservation Commission for the Town of Sharon for its stated purpose.

[Signature]  
 Signature of Notary Public

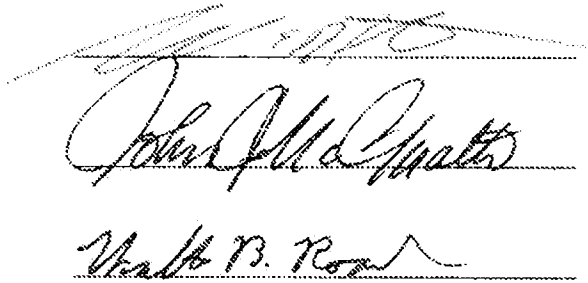
MARLENE Z. CHASE  
 Printed name of Notary Public

Oct. 3, 2014  
 My Commission Expires (date)

(Place Notary seal or stamp above.)

## APPROVAL BY SELECTMEN

We, the undersigned, being a majority of the Board of Selectmen of the Town of Sharon, Massachusetts, hereby certify that at a public meeting duly held on December 18, 2014, the Board voted to approve the foregoing grant of Conservation Restriction by the Conservation Commission to the Massachusetts Audubon Society under M.G.L. Ch. 40, section 8C as being in the public interest pursuant to M.G.L. Ch. 184, sections 31-33.

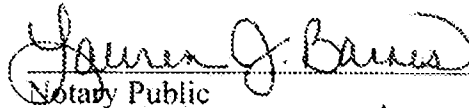


Two handwritten signatures in cursive script, one above the other, on a dotted line.

## COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

On this 18<sup>th</sup> day of December 2014, before me, the undersigned notary public, personally appeared William J. McGrath & W. Road, proved to me through satisfactory evidence of identification which was personally known to be the person whose name is signed on the preceding document, and acknowledged to me that they signed it in their stated capacity, duly authorized, and voluntarily for its stated purpose.



Handwritten signature of Lauren J. Barnes in cursive script.

Notary Public

My commission expires: February 27, 2015

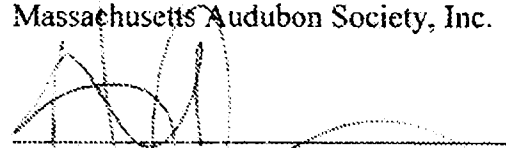


LAUREN J. BARNES  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
February 27, 2015

# ACCEPTANCE OF GRANT BY MASSACHUSETTS AUDUBON SOCIETY

I, the undersigned, being the President of the Massachusetts Audubon Society, Inc., hereby accept the foregoing Conservation Restriction from the Town of Sharon acting by and through its Conservation Commission, pursuant to Massachusetts General Laws, Chapter 44B and Chapter 40, Section 8C, and agree to be bound by its terms and further authorized my execution hereof.

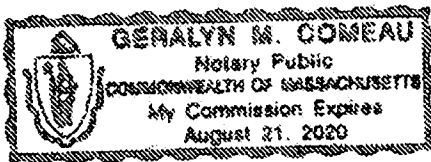
Massachusetts Audubon Society, Inc.

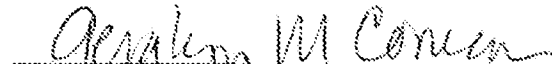
  
Henry G. Tepper, President  
Duly authorized

## COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 22<sup>nd</sup> day of January, 2015, before me, the undersigned Notary Public, personally appeared Henry George Tepper proved to me through satisfactory evidence of identification, which was/were personally known to be the person(s) whose name(s) is/are signed on the preceding or attached documents, and acknowledged to me that he or she signed it voluntarily for its stated purpose as the President of the Massachusetts Audubon Society.



  
Signature of Notary Public

GERALYN COMEAU  
Printed name of Notary Public

8/21/2020  
My Commission Expires (date)

(Place Notary seal or stamp above.)



**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 to the Town of Sharon has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32. Said approval 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.

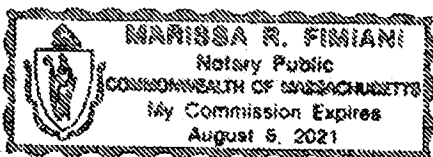
Dated: 7/24/15

*Matthew Beaton*  
Secretary of Energy and Environmental Affairs

**COMMONWEALTH OF MASSACHUSETTS**

SUBIK, ss.

On this 24<sup>th</sup> day of April, 2015, before me, the undersigned Notary Public, personally appeared Matthew Beaton, proved to me through satisfactory evidence of identification, which was/were personally known to be the person(s) whose name(s) is/are signed on the preceding or attached documents, and acknowledged to me that he or she signed it voluntarily for its stated purpose as Secretary of Energy and Environmental Affairs for the Commonwealth of Massachusetts.



*Marissa R. Fimiani*  
Signature of Notary Public

Marissa R. Fimiani  
Printed name of Notary Public

08/06/2021  
My Commission Expires (date)

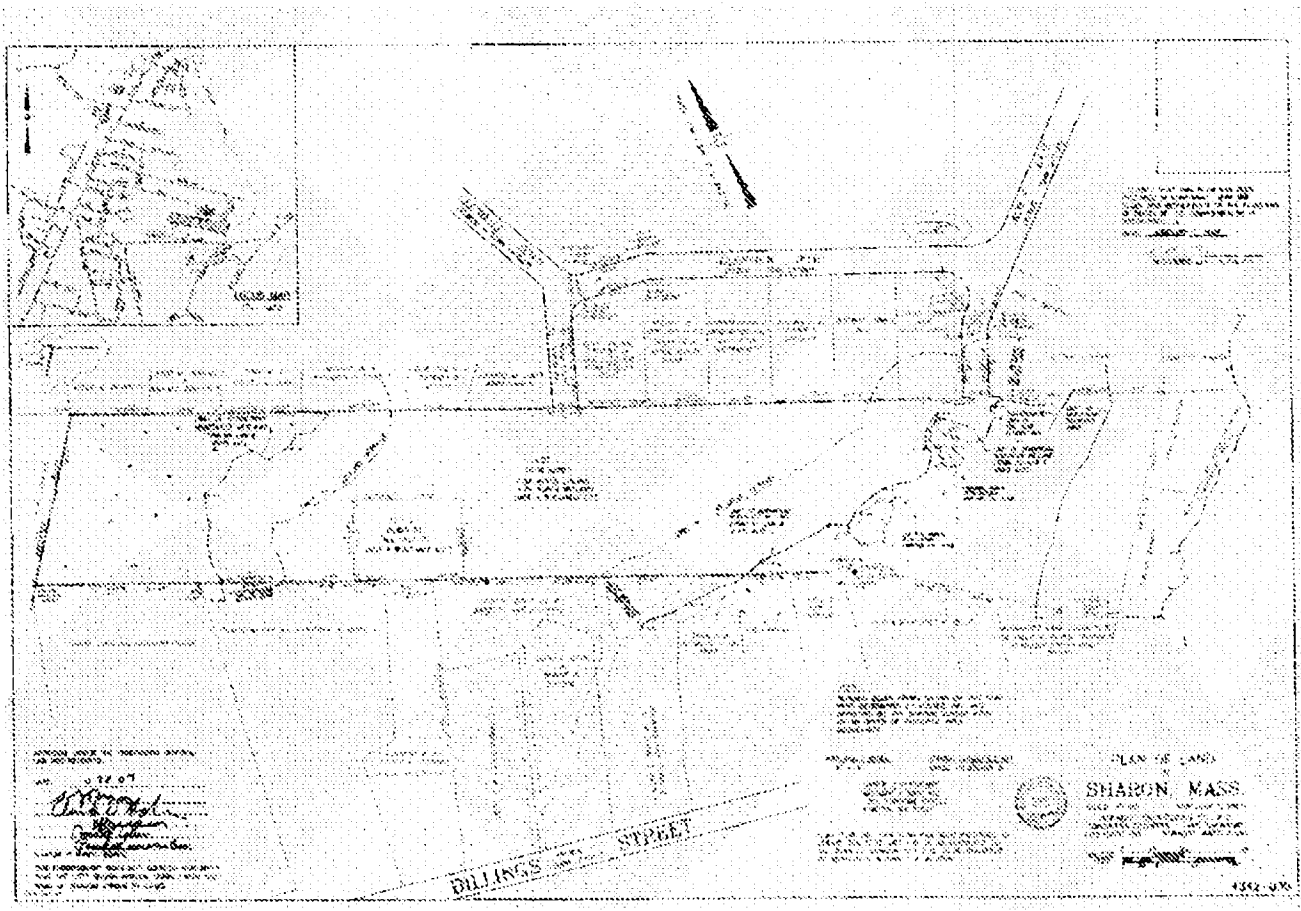
(Place Notary seal or stamp above.)

**EXHIBIT A**  
**DESCRIPTION OF THE PREMISES AND PLAN**

The land shown as Lot 1 on a plan entitled "Plan of Land in Sharon, Mass.," dated November 1, 2007, drawn by Norwood Engineering Co., Inc., recorded in the Norfolk County Registry of Deeds in Plan Book 577, Page 65.

Being the same premises conveyed by Whitman Homes, Inc. to the Town of Sharon, by and through its Conservation Commission, by deed dated January 18, 2008, recorded in said Norfolk Deeds in Book 2544, Page 592.

Being a portion of the same premises conveyed by Dana H. Colby and Jeremy J. Redder, Trustees of the Elmwood Realty Trust, u/d/t dates June 30, 1983, recorded with the Plymouth County Registry of Deeds in Book 5390, Page 191, and with said Norfolk Deeds, in Book 5390, Page 604, both of East Bridgewater, Plymouth County, Massachusetts to Whitman Homes, Inc. by deed dated March 19, 2002, recorded with said Norfolk Deeds in Book 16376, Page 58.



## EXHIBIT B

TAKEN FROM THE ADJOURNED MINUTES OF  
ARTICLE 13 OF THE ANNUAL TOWN MEETING OF MAY 9, 2007

154A BILLINGS STREET/9 GLENVIEW PARCELS ACQUISITIONS

**MOTION:** To indefinitely postpone action under this Article.  
(This article is the Glenview Parcels Acquisition) **NOT CARRIED.**

**VOTED:** That the Town appropriate and borrow the sum of Five Hundred Thousand Dollars (\$500,000.00) under the Community Preservation Program as authorized by Massachusetts General Laws Chapter 44B, Sections, 5, 11 and 12 for the acquisition in the name of the Town for land preservation and passive recreation purposes, the fee in a 10.2+/- acre portion of the following parcel of land:

That parcel of land in Sharon Massachusetts, identified as 154A Billings Street, consisting of approximately 11.2 acres, described in the Norfolk Registry of Deeds Book 16376, pages 58-60 and further identified on the Town of Sharon Assessors Map as Parcel 102-92-1 or as the same may be more particularly described

The 10.2 +/- acre portion of the parcel to be acquired by the Town is generally shown on a GIS map attached to this motion and on file with the Town Clerk and is entitled "154A Billings Street Proposed Acquisition - May 7, 2007" and consists of the land outlined in red on said plan identified as "proposed land preservation" excluding the two parcels outlined and hatched in blue identified as "conservation restriction" land."

And to delegate management of this real property to the Sharon Conservation Commission; said funds are to be taken from the Community Preservation Fund account balance as of October 15, 2007; and permit expenditures in anticipation thereof as of July 1, 2007, and to meet this appropriation the Treasurer with the approval of the Board of Selectmen, is authorized to issue any bonds or notes as may be necessary for these purposes, under Massachusetts General Laws Chapter 44B, Section 11, or any other general or special law for a period not to exceed twenty years. Provide, however, that the preceding purchase shall be authorized only in the event that a purchase and sale agreement acceptable to the Board of Selectmen and the Conservation Commission relative to the above described parcel is executed on or before August 31, 2007;

And further to authorize the Board of Selectmen and the Conservation Commission to enter into such agreements and execute such documents as may be necessary to accomplish the foregoing.

And further that the Town appropriate and borrow the sum of Two Hundred and Fifty Thousand Dollars (\$250,000) under Community

A True Copy.

68

Attest: *Mallory B. Church*  
Sharon Town Clerk

Preservation Program as authorized under Massachusetts General Laws Chapter 44B, Sections 5, 7, 11 and 12 for acquisition in the name of the Town for purposes of community housing ("affordable housing") the fee in the following parcel of land with buildings thereon:

The parcel of land in Sharon, Massachusetts, identified as 9 Glenview Road, consisting of 0.46 acres, described in the Norfolk Registry of Deeds Certificate 153387, Document 809064-1, and identified on the Town of Sharon Assessors Map as Parcel 102-88, or as the same may be more particularly described.

And to delegate management of this real property to the Sharon Housing Partnership; said funds are to be taken from the Community Preservation Fund account balance as of October 15, 2007; and permit expenditures in anticipation thereof as of July 1, 2007, and to meet this appropriation the Treasurer with the approval of the Board of Selectmen, is authorized to issue any bonds or notes as may be necessary for these purposes, under Massachusetts General Laws Chapter 44B, Section 11, or any other general or special law for a period not to exceed twenty years.

Provided, however, that the preceding purchase under the Community Preservation Program shall be authorized only in the event that of the following 1) a purchase and sale agreement acceptable to the Board of Selectmen and Sharon Housing Partnership relative to the above described parcel is executed on or before August 31, 2007; 2) prior to the execution of any purchase and sale agreement relative to the above described parcel, a determination is made by the Sharon Housing Partnership that said parcel is suitable for use by the Sharon Housing Partnership as affordable housing; and 3) prior to the execution of any purchase and sale agreement, the Massapoag Brook Neighborhood Association enters into a contract acceptable to the Board of Selectmen and Sharon Housing Partnership relative to the Association's assumption of the surveying, insurance and other costs and services required for use by the Sharon Housing Partnership of the above described parcel for affordable housing purposes.

And further to authorize the Board of Selectmen to enter into such agreements and execute such documents as may be necessary to accomplish the foregoing. 2/3 VOTE DECLARED BY MODERATOR.

**VOTED:** That the meeting adjourn and reconvene on Wednesday evening May 9, 2007 at the Arthur E. Collins Auditorium at 7:00 P.M.

**THE MEETING ADJOURNED AT 11:15 P.M.**

Attendance: 220

A True Copy.

Attest: *Marlene G. Russell*  
Sharon Town Clerk