

SUDBURY BOARD OF SELECTMEN
FRIDAY OCTOBER 11, 2019
8:40 AM, FLYNN BUILDING - SILVA ROOM

Item #	Time	Action	Item
	8:40 AM		CALL TO ORDER
			Opening remarks by Chairman
			Reports from Town Manager
			Reports from Selectmen
			Citizen's comments on items not on agenda
MISCELLANEOUS			
1.		<i>VOTE</i>	Vote authorization to Acquire Camp Sewataro Property and Delegation of Authority to Chairman and Interim Town Manager to Execute Closing Documents.
2.		<i>VOTE / SIGN</i>	Vote acceptance of Deed to Camp Sewataro Property and Acceptance of Emergency Access Easement.
3.		<i>VOTE / SIGN</i>	Discuss and possibly sign letter of support to House leaders for Rep. Gentile's CPA Bill H.1790 re: use of CPA funds for rail trails.
EXECUTIVE SESSION			
4.		<i>VOTE / SIGN</i>	Vote to enter executive session to discuss and take potential votes regarding the following pending and contemplated litigation matters, where discussion in an open meeting may have a detrimental effect on the litigating position of the Town, pursuant to General Laws chapter 30a, §21(a)(3): (1) Hollyer v. Conservation Commission; (2) Town v. Stone; (3) Potential Board of Health enforcement action; (4) Potential breach of contract claim; (5) Opioid Litigation.
5.		<i>VOTE</i>	Also, review executive session meeting minutes pursuant to G.L. c.30A, § 21(a)(7) "[t]o comply with, or act under the authority of, any general or special law or federal grant-in-aid requirements" ("Purpose 7"), citing to the Open Meeting Law, G.L. c. 30A, §§ 22(f), (g).
6.		<i>VOTE</i>	Vote to close executive session and resume open session.
CONSENT CALENDAR			

These agenda items are those reasonably anticipated by the Chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.

Item #	Time	Action	Item
7.		<i>VOTE</i>	Vote to approve award of a two-year contract to Girard & Associates, LLC by the Town Manager as a sole source procurement for services to be provided for the Fire Department's Advanced Life Support Program involving quality assurance/quality control, in the amount of \$17,800 per year.
8.		<i>VOTE</i>	Vote to accept donation for the Senior Center at the discretion of the Town Manager, as requested by Debra Galloway, Senior Center Director.
9.		<i>VOTE / SIGN</i>	(1) Vote to approve and signify approval of a Conservation Restriction granted under M.G.L. c.40 §8C by Mahoney Farms Condominium Trust for property off Old Framingham Rd., Sudbury, being a 0.68-acre portion of a 30.704-acre parcel of land and shown as "75' Wide Wildlife Corridor Easement" on a plan entitled "Easement Plan of Land in Sudbury, MA", rev. July 26, 2005, by Sullivan, Connors and Associates Land Surveying and Civil Engineering, said plan recorded at the Middlesex South District Registry of Deeds on October 26, 2005 as Plan No. 1464 of 2005; and further, (2) Vote to approve and signify approval of a Conservation Restriction previously granted by the Mahoney Farms LLC (approved by the Board on April 9, 2019), for an approximately 3.09 a. portion of a 23.527 a. property off Nobscot Road, now under the ownership of the Mahoney Farms Condominium Trust.
10.		<i>VOTE</i>	Vote to appoint Carmine Gentile, 33 Surrey Lane, to the Sudbury Housing Trust for a term ending 5/31/2022.
11.		<i>VOTE</i>	Vote to accept donation of Norway Spruce tree (\$2,700 value) in Town Center, as requested by Dan Nason, DPW Director.

These agenda items are those reasonably anticipated by the Chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.



SUDBURY BOARD OF SELECTMEN

Friday, October 11, 2019

MISCELLANEOUS (UNTIMED)**1: Authorization for Sewataro closing documents**REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Vote authorization to Acquire Camp Sewataro Property and Delegation of Authority to Chairman and Interim Town Manager to Execute Closing Documents.

Recommendations/Suggested Motion/Vote: **VOTE** to authorize the acquisition of real property from Liberty Ledge, LLC and to accept the donation of Camp Sewataro, Inc. in accordance with the terms and conditions of the Purchase and Sale Agreement between the parties and to delegate the authority to the Chairman and the Interim Town Manager to execute any and all documents necessary or convenient in order to consummate the acquisition thereof.

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

10/11/2019 8:40 AM



SUDBURY BOARD OF SELECTMEN

Friday, October 11, 2019

MISCELLANEOUS (UNTIMED)**2: Accept Sewataro deed**REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Vote acceptance of Deed to Camp Sewataro Property and Acceptance of Emergency Access Easement.

Recommendations/Suggested Motion/Vote: **VOTE** to execute the Acceptance of Deed to the Camp Sewataro real property from Liberty Ledge, LLC to be held in escrow by Town Counsel until the Closing Date and to accept the grant of an easement for public safety and emergency access purposes from the Trustees of the Mark Taylor Revocable Trust.

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

10/11/2019 8:40 AM



SUDBURY BOARD OF SELECTMEN

Friday, October 11, 2019

3

MISCELLANEOUS (UNTIMED)

3: Letter to House leaders supporting CPA bill

REQUESTOR SECTION

Date of request:

Requestor: Selectman Jennifer Roberts

Formal Title: Discuss and possibly sign letter of support to House leaders for Rep. Gentile's CPA Bill H.1790 re: use of CPA funds for rail trails.

Recommendations/Suggested Motion/Vote: Discuss and possibly sign letter of support to House leaders for Rep. Gentile's CPA Bill H.1790 re: use of CPA funds for rail trails.

Background Information:

Attached draft provided by Selectman Roberts.

Formatted copy on Town letterhead will be available for signature at meeting.

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Maryanne Bilodeau	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

10/11/2019 8:40 AM

October 11, 2019

DRAFT

Joint Committee on Municipalities and Regional Government

Massachusetts State House

24 Beacon Street

Boston, MA 02113

Dear Chairpersons Representative James J. O'Day and Senator Rebecca Rausch,

We, the Sudbury Board of Selectmen, are writing in support of Bill H.1790 – An Act authorizing municipalities to expend certain funds for the acquisition of land to be used for rail trails put forward by Representative Carmine Gentile.

Sudbury is actively working to advance its portion of the Bruce Freeman Rail Trail (BFRT) which begins in Chelmsford at the Lowell/Chelmsford line, continues through Westford, Carlisle, Acton, Concord, and eventually Sudbury and Framingham. Like other rail trails throughout Massachusetts, the BFRT offers recreation, outdoor activity, community-building, and clean transportation to citizens. It will serve as a key north-south recreational and transportation corridor in Middlesex County/MetroWest Boston. Recently, at a Sudbury Board of Selectmen meeting, Michael Trepanier, MassDOT Project Manager and MassTrails Coordinator, emphasized that the BFRT is a high priority trail corridor in the state. Now that Concord's portion of the trail is nearly complete, all eyes are on Sudbury to continue progress and bring the BFRT to the Framingham line.

The MBTA-owned land of the BFRT has an arbitrary terminus in the middle of Sudbury, a quarter mile short of reaching Sudbury's commercial sector on U.S. Route 20. In order to continue the trail to U.S. Route 20 and further on to Framingham, Sudbury must acquire the remainder of the line owned by CSX. In 2000, CSX ceased using the freight line, and currently it remains in a railbanked status ready for its next use. In 2008, Sudbury citizens unanimously voted at Town Meeting to appropriate \$420K in Community Preservation Act (CPA) funds to acquire the CSX corridor. Shortly thereafter, a Department of Revenue decision determined that the CPA statute does not permit the purchase of railbanked lines due to their reversionary nature. It is important to highlight that railbanked lines are frequently converted into rail trails and very rarely reverted (reportedly never in Massachusetts). Additionally, communities who experience a reversion would typically be paid fair market value for the land if reversion were to occur. Many railbanked lines have been converted into rail lines throughout the United States – including the popular east-west Minuteman Commuter Bikeway (Cambridge to Bedford) here in Massachusetts.

One of the key pillars of the Community Preservation Act is to provide funding for Open Space and Recreation - including trails: "'Recreational use,' active or passive recreational use including, but not limited to, the use of land for community gardens, trails, and noncommercial youth and adult sports, and the use of land as a park, playground or athletic field."¹ As previously mentioned, BFRT represents one of the highest priority recreational trail systems being built in the state. The passing of Bill H.1790, permitting

¹ Community Preservation Coalition, "Text of CPA Legislation," retrieved from <https://www.communitypreservation.org/text-legislation>

use of CPA funds for rail trails (including railbanked lines), will help Sudbury to extend the BFRT south closer to its final endpoint in Framingham – a key Regional Urban Center. We also believe that Bill H.1790 will benefit other communities who may face a similar predicament.

Despite Sudbury's inability to use its CPA funds for the CSX corridor, Sudbury's Community Preservation Committee has maintained the \$420K appropriation in hopes that legislation would lead to change. This is exactly what Bill H.1790 is poised to do through allowing communities to use CPA funds for intended uses without unnecessary restrictions. We ask that you support the passage of Bill H.1790 and contribute to the advancement of the Bruce Freeman Rail Trail as well as other trails throughout Massachusetts.

Sincerely,

Sudbury Board of Selectmen

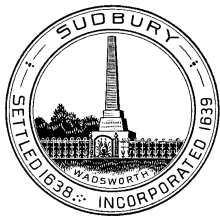
(Names)

Flynn Building

278 Old Sudbury Road

Sudbury, MA 01776

Cc: Geoff Richelew (Office of Rep. James J. O'Day) Gretchen VanNess (Office of Sen. Becca Rausch), and Joseph Russo (Office of Rep. Carmine Gentile)



Town of Sudbury

Flynn Building
278 Old Sudbury Road
Sudbury, MA 01776-1843
<https://www.sudbury.ma.us>

October 11, 2019

Joint Committee on Municipalities and Regional Government
Massachusetts State House
24 Beacon Street
Boston, MA 02113

Dear Chairpersons Representative James J. O'Day and Senator Rebecca Rausch,

We, the Sudbury Board of Selectmen, are writing in support of Bill H.1790 – An Act Authorizing Municipalities To Expend Certain Funds For the Acquisition of Land To Be Used For Rail Trails - put forward by Representative Carmine Gentile.

Sudbury is actively working to advance its portion of the Bruce Freeman Rail Trail (BFRT) which begins in Chelmsford at the Lowell/Chelmsford line, continues through Westford, Carlisle, Acton, Concord, and eventually Sudbury and Framingham. Like other rail trails throughout Massachusetts, the BFRT offers recreation, outdoor activity, community-building, and clean transportation to citizens. It will serve as a key north-south recreational and transportation corridor in Middlesex County/MetroWest Boston. Recently, at a Sudbury Board of Selectmen meeting, Michael Trepanier, MassDOT Project Manager and MassTrails Coordinator, emphasized that the BFRT is a high priority trail corridor in the state. Now that Concord's portion of the trail is nearly complete, all eyes are on Sudbury to continue progress and bring the BFRT to the Framingham line.

The MBTA-owned land of the BFRT has an arbitrary terminus in the middle of Sudbury, a quarter mile short of reaching Sudbury's commercial sector on U.S. Route 20. In order to continue the trail to U.S. Route 20 and further on to Framingham, Sudbury must acquire the remainder of the line owned by CSX. In 2000, CSX ceased using the freight line, and currently it remains in a railbanked status ready for its next use. In 2008, Sudbury citizens unanimously voted at Town Meeting to appropriate \$420K in Community Preservation Act (CPA) funds to acquire the CSX corridor. Shortly thereafter, a Department of Revenue decision determined that the CPA statute does not permit the purchase of railbanked lines due to their reversionary nature. It is important to highlight that railbanked lines are frequently converted into rail trails and very rarely reverted (reportedly never in Massachusetts). Additionally, communities who experience a reversion would typically be paid fair market value for the land if reversion were to occur. Many railbanked lines have been converted into rail lines throughout the United States – including the popular east-west Minuteman Commuter Bikeway (Cambridge to Bedford) here in Massachusetts.

One of the key pillars of the Community Preservation Act is to provide funding for Open Space and Recreation - including trails: "Recreational use,' active or passive recreational use including, but not limited to, the use of land for community gardens, trails, and noncommercial youth and adult sports, and the use of land as a park, playground or athletic field."¹ As previously mentioned, BFRT represents one of the highest priority recreational trail systems being built in the state. The passing of Bill H.1790, permitting use of CPA funds for rail trails (including railbanked lines), will help Sudbury to extend the BFRT south closer to its final endpoint in Framingham – a key Regional Urban Center. We also believe that Bill H.1790 will benefit other communities who may face a similar predicament. Despite Sudbury's inability to use its CPA funds for the CSX corridor, Sudbury's Community Preservation

¹ Community Preservation Coalition, "Text of CPA Legislation," retrieved from <https://www.communitypreservation.org/text-legislation>

Representative James J. O'Day and Senator Rebecca Rausch
Massachusetts State House
October 11, 2019
Page 2

Committee has maintained the \$420K appropriation in hopes that legislation would lead to change. This is exactly what Bill H.1790 is poised to do through allowing communities to use CPA funds for intended uses without unnecessary restrictions. We ask that you support the passage of Bill H.1790 and contribute to the advancement of the Bruce Freeman Rail Trail as well as other trails throughout Massachusetts.

Sincerely,

Sudbury Board of Selectmen

Daniel E. Carty, Chairman

Patricia A. Brown, Vice-Chairman

Janie W. Dretler

Jennifer Roberts

William J. Schineller

cc: Geoff Richelew (Office of Rep. James J. O'Day)
Gretchen VanNess (Office of Sen. Rebecca Rausch)
Joseph Russo (Office of Rep. Carmine Gentile)

Attachment3.b: BOS Letter Bill H.1790 100819_formatted (3501 : Letter to House leaders supporting CPA bill)



SUDBURY BOARD OF SELECTMEN

Friday, October 11, 2019

EXECUTIVE SESSION**5: Exec Minutes approval****REQUESTOR SECTION**

Date of request:

Requested by: Patty Golden

Formal Title: Also, review executive session meeting minutes pursuant to G.L. c.30A, § 21(a)(7) “[t]o comply with, or act under the authority of, any general or special law or federal grant-in-aid requirements” (“Purpose 7”), citing to the Open Meeting Law, G.L. c. 30A, §§ 22(f), (g).

Recommendations/Suggested Motion/Vote: Also, review executive session meeting minutes pursuant to G.L. c.30A, § 21(a)(7) “[t]o comply with, or act under the authority of, any general or special law or federal grant-in-aid requirements” (“Purpose 7”), citing to the Open Meeting Law, G.L. c. 30A, §§ 22(f), (g).

Background Information:

Board: Please see attached drafts.**These were all reviewed by Melissa prior to her departure:****3/17/16, 4/26/16, 5/4/16, 5/17/16, 10/5/16, 12/13/16, 12/20/16, 6/7/17, 9/25/17.**

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

10/11/2019 8:40 AM



SUDBURY BOARD OF SELECTMEN

Friday, October 11, 2019

6

EXECUTIVE SESSION

6: Close executive session

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Vote to close executive session and resume open session.

Recommendations/Suggested Motion/Vote: Vote to close executive session and resume open session.

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

10/11/2019 8:40 AM

**SUDBURY BOARD OF SELECTMEN**

Friday, October 11, 2019

CONSENT CALENDAR ITEM**7: Approve Girard Contract****REQUESTOR SECTION**

Date of request:

Requestor: Fire Chief John Whalen

Formal Title: Vote to approve award of a two-year contract to Girard & Associates, LLC by the Town Manager as a sole source procurement for services to be provided for the Fire Department's Advanced Life Support Program involving quality assurance/quality control, in the amount of \$17,800 per year.

Recommendations/Suggested Motion/Vote: Vote to approve award of a two-year contract to Girard & Associates, LLC by the Town Manager as a sole source procurement for services to be provided for the Fire Department's Advanced Life Support Program involving quality assurance/quality control, in the amount of \$17,800 per year.

Background Information:

This contract will continue services which originally commenced in 2015. See attached letter from Chief Whalen.

Financial impact expected: budgeted

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

10/11/2019 8:40 AM



John M. Whalen
Chief of Department

TOWN OF SUDBURY

Fire Department

77 Hudson Road
Sudbury, MA 01776
Tel. (978) 440-5311
Fax (978) 440-5305

September 20, 2019

Board of Selectmen
Sudbury, Massachusetts 01776

I am requesting approval of a two year sole source contract with Girard & Associates, LLC, of Westport, Mass. The amount of the contract is \$ 17,800 per year for a total of \$ 35,600 over two years.

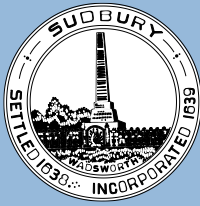
According to my research, they are the only company that can provide complete Quality Assurance/Quality Improvement services for our Advanced Life Support Program that are required by the State Office of Emergency Medical Services.

Among their services are auditing patient care reports, development and implementation of our Department QA/QI plan, constructive feedback to all our staff members, utilization of a performance rating and feedback system, individualized remediation programs, an incentive program for excellence, and interactions with our Medical Director at Metrowest Medical Center.

Thank you for your attention to this matter.

Sincerely,

John M. Whalen
Fire Chief



SUDBURY BOARD OF SELECTMEN

Friday, October 11, 2019

8

CONSENT CALENDAR ITEM

8: Accept donation for Senior Center

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Vote to accept donation for the Senior Center at the discretion of the Town Manager, as requested by Debra Galloway, Senior Center Director.

Recommendations/Suggested Motion/Vote: Vote to accept donation for the Senior Center at the discretion of the Town Manager, as requested by Debra Galloway, Senior Center Director.

Background Information:
memo attached

Financial impact expected:

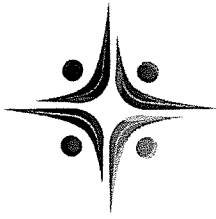
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

10/11/2019 8:40 AM



SUDBURY SENIOR CENTER
COUNCIL ON AGING
Town of Sudbury, Massachusetts

40 Fairbank Road • Sudbury, Massachusetts • 01776-1681 • www.sudburyseniorcenter.org
Phone: 978-443-3055 • Fax: 978-443-6009 • E-mail: senior@sudbury.ma.us

September 20, 2019

TO: Sudbury Selectboard

CC: Interim Town Manager Maryanne Bilodeau

FROM: Debra Galloway, Director, Sudbury Senior Center

RE: Donation to Sudbury Senior Center

The Sudbury Senior Center requests the Sudbury Selectboard accept a generous donation from the estate of Richard A. Campana in the amount of \$100,000.00 to the Sudbury Senior Center.

Thank you.

Attachment8.a: Campana Donation to Senior Center_no_check (3485 : Accept donation for Senior Center)



SUDBURY BOARD OF SELECTMEN

Friday, October 11, 2019

CONSENT CALENDAR ITEM**9: Conservation Restrictions Mahoney Farms****REQUESTOR SECTION**

Date of request:

Requestor: Lori Capone, Conservation Coordinator

Formal Title: (1) Vote to approve and signify approval of a Conservation Restriction granted under M.G.L. c.40 §8C by Mahoney Farms Condominium Trust for property off Old Framingham Rd., Sudbury, being a 0.68-acre portion of a 30.704-acre parcel of land and shown as "75' Wide Wildlife Corridor Easement" on a plan entitled "Easement Plan of Land in Sudbury, MA", rev. July 26,2005, by Sullivan, Connors and Associates Land Surveying and Civil Engineering, said plan recorded at the Middlesex South District Registry of Deeds on October 26, 2005 as Plan No. 1464 of 2005; and further, (2) Vote to approve and signify approval of a Conservation Restriction previously granted by the Mahoney Farms LLC (approved by the Board on April 9, 2019), for an approximately 3.09 a. portion of a 23.527 a. property off Nobscot Road, now under the ownership of the Mahoney Farms Condominium Trust.

Recommendations/Suggested Motion/Vote: **(1) VOTE to approve and signify** approval of a Conservation Restriction granted under M.G.L. c.40 §8C by Mahoney Farms Condominium Trust for property off Old Framingham Rd., Sudbury, being a 0.68-acre portion of a 30.704-acre parcel of land and shown as "75' Wide Wildlife Corridor Easement" on a plan entitled "Easement Plan of Land in Sudbury, MA", rev. July 26,2005, by Sullivan, Connors and Associates Land Surveying and Civil Engineering, said plan recorded at the Middlesex South District Registry of Deeds on October 26, 2005 as Plan No. 1464 of 2005; and further, (2) **VOTE to approve and signify** approval of a Conservation Restriction previously granted by the Mahoney Farms LLC (approved by the Board on April 9, 2019), for an approximately 3.09 a. portion of a 23.527 a. property off Nobscot Road, now under the ownership of the Mahoney Farms Condominium Trust.

Background Information:

This Conservation Restriction (CR) is required by a Wetlands Order of Conditions in order to protect an approximately 0.68-acre portion of a 30.704-acre property. The CR will provide open space protection of the adjacent conserved land, wildlife safe passage and protection of habitat, while permitting public access for passive outdoor recreational activities.

The Conservation Restriction relating to a 3.09 a. portion of a 23.527 a. portion of land off Nobscot Road had been approved by the Selectmen on April 9, 2019, but had not been recorded. Since that time, the Grantor has changed from Mahoney Farms LLC to Mahoney Farms Condominium Trust and a new document is required to be executed.

Financial impact expected:

Approximate agenda time requested:

GRANTOR: Mahoney Farms Condominium Trust
GRANTEE: Town of Sudbury Conservation Commission
ADDRESS OF PREMISES: Old Framingham Road,
 Sudbury, MA
FOR GRANTOR'S TITLE SEE: Middlesex South
 County Registry of Deeds at Book 46347, page 20;
 Book 48507, Page 250

CONSERVATION RESTRICTION

MAHONEY FARMS CONDOMINIUM TRUST, a condominium with a mailing address at 259 Turnpike Road, Suite 100, Southborough, Massachusetts 01772 being the sole owner constituting all of the owner(s), for my successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grant with QUITCLAIM COVENANTS to the TOWN OF SUDBURY, a Massachusetts municipal corporation ("Grantee"), by its Conservation Commission, with an address of 275 Old Lancaster Road, Sudbury, MA 01776, in accordance with Massachusetts General Laws, Chapter 40, Section 8C, their permitted successors and assigns ("Grantee"), for nominal consideration, IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on land located in SUDBURY containing an approximately 0.68-acres portion of a 30.704-acres property ("Premises"), which Premises is more particularly described in Exhibit A and shown in the attached sketch plan in Exhibit B, both of which are incorporated herein and attached hereto.

I. PURPOSES:

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

This Conservation Restriction is required by a Wetlands Order of Conditions issued by the Town of Sudbury's Conservation Commission (the "Order"), which Order is recorded in the Middlesex South Registry of Deeds at Book 46058 page 393, which Order requires various actions, including

this Conservation Restriction, in order to protect significant natural resources that may be affected by the development of 34 age-restricted condominium residential units on land owned by the Grantor adjacent to the Premises.

The conservation values include the following:

- Open Space Protection. The Premises contributes to the protection of the scenic and natural character of the nearby and adjacent conserved land and the protection of the Premises will enhance the open-space value of these and nearby lands.
- Protection of Wildlife Habitat. The Premises consists of 0.68 acres designated as the Wildlife Corridor, which Wildlife Corridor protects important ecological characteristics of the Premises and connects two large adjoining areas; the Boy Scouts of America Knox Trail Council's 660-acre Nobscot Reservation and the extensive Landham/ Allowance Brook riparian and adjacent upland areas. The Wildlife Corridor will allow the continued passage of mammal species, in particular the known populations of fisher in the area. The Wildlife Corridor is woodland that will be enhanced with diverse coniferous and deciduous shrubs, food sources, breeding and nesting areas as well as providing safe passage between two large protected areas.
- Public Access. Public access to the Premises will be allowed for walking, cross country skiing, bird-watching, photography and other passive outdoor recreational activities.

These and other conservation values of the Premises, as well as its current uses and state of improvement, are described in a Baseline Documentation Report ("Baseline Report") prepared by Grantee with the cooperation of the Grantor, consisting of maps, photographs, and other documents and on file with the Grantee and referenced herein. The Baseline Report (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, and (ii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant other than the Baseline Report, should the Baseline Report be unavailable or if it does not adequately address the issues presented

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

A. Prohibited Acts and Uses

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

- (1) Constructing, placing or allowing to remain any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, sign, fence, billboard or other advertising display, antenna, utility pole, tower, solar panel, solar

array, conduit, line or other temporary or permanent structure or facility on, above or under the Premises;

- (2) Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise making topographical changes to the area;
- (3) Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings generated off-site, waste or other substance or material whatsoever or the installation of underground storage tanks;
- (4) Cutting, removing or otherwise destroying trees, grasses or other vegetation;
- (5) Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, wildlife habitat, or archaeological conservation;
- (6) Use, parking or storage of vehicles including motorcycles, mopeds, all-terrain vehicles, trail bikes, or any other motorized vehicles on the Premises except for vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) in carrying out their official duties or as necessary for the mobility impaired;
- (7) Subdivision or conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), and no portion of the Premises may be used towards building or development requirements on this or any other parcel;
- (8) The use of the Premises for business, residential or industrial use, or for more than *de minimis* commercial recreation;
- (9) The disruption, removal, or destruction of the stone walls or granite fence posts on the Premises;
- (10) Any other use of the Premises or activity which is inconsistent with the purpose of this Conservation Restriction or which would impair its conservation values.

B. Reserved Rights and Exceptions

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

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

- (2) Non-native or nuisance species. The removal of non-native or invasive species, the interplanting of native species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
- (3) Wildlife Habitat Improvement. With the prior written permission of Grantee, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species including selective planting of native trees, shrubs and plant species;
- (4) Passive Outdoor Activities. Walking, cross country skiing, bird-watching, photography and other non-motorized outdoor recreational activities that do not materially alter the landscape, do not degrade environmental quality, and do not involve more than minimal use for commercial recreational activities;
- (5) Trails. The marking, clearing and maintenance of existing footpaths as shown in the Baseline Report. With prior approval of the Grantee, the construction of new trails or the relocation or alteration of existing trails, provided that any construction, relocation, or alteration results in trails that are no wider than four (4) feet;
- (6) Signs. The erection, maintenance and replacement of signs with respect to trespass, trail access, and the protected conservation values;
- (7) Permits, Regulations, Laws. The exercise of any right reserved by Grantor under this Paragraph B shall be in compliance with zoning, the Wetlands Protection Act, and all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit should be issued;
- (8) Best Management Practices. The exercise of any right reserved by Grantor under this Paragraph B shall follow, when available and if applicable, established, up to date, and regionally-applicable Best Management Practices or similar standards developed by a governmental agency or other entity with known expertise in the area of practice and designed to protect the natural features potentially affected by the action(s).

C. Notice and Approval.

Whenever notice to or approval by Grantee is required, Grantor shall notify Grantee, by a method requiring proof of receipt, in writing not less than 60 days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within 60 days of receipt of Grantor's request. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not impair the purposes of this Conservation Restriction.

Subject to any applicable law or regulation, failure of Grantee to respond in writing within 60 days shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after 60 days in the notice, the requested activity is not prohibited herein, and the activity will not impair the conservation values or purposes of this Conservation Restriction.

III. LEGAL REMEDIES OF THE GRANTEE

A. Legal and Injunctive Relief.

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

Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey and to have the boundaries permanently marked.

B. Non-Waiver.

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

C. Disclaimer of Liability

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

D. Acts Beyond the Grantor's Control

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

IV. ACCESS

The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction. The Grantor also grants to the Grantee, after notice of a violation and failure of the Grantor to cure said violation, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines.

The Grantor agrees to take no action to prohibit or discourage access to and use of the Premises by the general public, but only for daytime use and only as described in Section II(B)(4) provided that such agreement by Grantor is subject to the Grantor's reserved right to establish reasonable rules, regulations, and restrictions on such permitted recreational use by the general public for the protection of the purposes and conservation values of this Conservation Restriction. Grantor has the right to control, limit, or prohibit by posting and other reasonable means activities or uses of the Premises not authorized in Section II(B)(4). The Grantor's right to grant public access across the Premises is subject to the restrictions described in this Conservation Restriction. Any public use which is permitted by the terms of this Conservation Restriction constitutes permission to use the Premises for purposes described in the Massachusetts General Laws Chapter 21, Section 17C and the Grantor and Grantee hereto benefit from exculpation from liability to the extent provided in such section. The Grantee may require the Grantor to post the Premises against any use that may result in rutting or erosion or other damage to the natural resources of the Premises.

V. EXTINGUISHMENT

A. If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Massachusetts Secretary of Energy and Environmental Affairs. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantees, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with paragraph B below, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds and after complying with the terms of any gift, grant, or funding requirements. Grantees shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein.

B. Proceeds. Grantor and Grantee agree that the donation of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction bears to the value of the unrestricted property. Such proportionate value of the Grantee's property right shall remain constant. Any proceeds will be distributed only after complying with the terms of any gift, grant, or other funding requirements.

C. Grantor/Grantee Cooperation Regarding Public Action. Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in accordance with paragraph V. B – above, after complying with the terms of any law, gift, grant, or funding requirements. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds like a continuing trust in a manner consistent with the conservation purposes of this grant.

VI. DURATION & ASSIGNABILITY

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

B. Execution of Instruments. The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantor, on behalf of itself and its successors and assigns, appoints the Grantee their attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit. The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except in the following instances:

As a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out; that the Assignee is not an owner of the fee in the Property, and the Assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts. Any assignment will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VII. SUBSEQUENT TRANSFERS

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee not less than twenty (20) days prior to the execution of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

The Grantor shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

VIII. ESTOPPEL CERTIFICATES

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

IX. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction to a non-fee owner that is qualified under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts in order to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

X. AMENDMENT

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

Secretary of Energy and Environmental Affairs and if applicable, shall comply with the provisions of Article 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Middlesex County South Registry of Deeds.

XI. EFFECTIVE DATE

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

XII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: Mahoney Farms Condominium Trust
259 Turnpike Road, Suite 100
Southborough, MA 01772

To Grantee: Sudbury Conservation Commission
275 Old Lancaster Road
Sudbury, MA 01776

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

XIII. GENERAL PROVISIONS

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

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

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

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

XIV. MISCELLANEOUS

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

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

C. Subordination. The Grantor attests that there is no mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

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

Signature pages:

Grantor

Grantee Acceptance

Approval by Town of Sudbury Board of Selectmen

Approval of the Secretary of Energy and Environmental Affairs.

Exhibits:

Exhibit A: Legal Description of Premises

Exhibit B: Sketch Plan of Premises

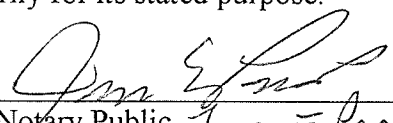
WITNESS my hand and seal this 19 day of August, 2019

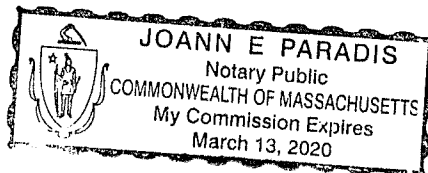
William Depietri, its Sole Trustee, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this 19th day of August, 2019, before me, the undersigned notary public, personally appeared William Depietri, and proved to me through satisfactory evidence of identification which was FL Driver License to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.


Notary Public Joann E. Paradis
My Commission Expires: 3-13-20



ACCEPTANCE OF GRANT BY TOWN OF SUDBURY CONSERVATION COMMISSION

We, the undersigned, being a majority of the Conservation Commission of the Town of Sudbury, Massachusetts, hereby certify that at a public meeting duly held on September 9, 2019, the Conservation Commission voted to approve and accept the foregoing Conservation Restriction from Mahoney Farms Condominium Trust pursuant to M.G.L. Chapter 184 Section 32 and Chapter 40 Section 8C and do hereby accept the foregoing Conservation Restriction.

SUDBURY CONSERVATION COMMISSION:

David H. Harkins

Richard Morse Richard Morse

Bruce Baker

Charles Russo Charles Russo

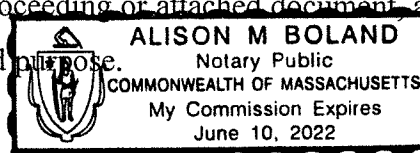
Kathleen Rogers Kathleen Rogers

MARR SEVAGE

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this 10th day of September, 2019, before me, the undersigned notary public, personally appeared *David Harkins* (*DAVE HARKINS*), and proved to me through satisfactory evidence of identification which was *MA Driver License* to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



Notary Public

My Commission Expires:

Attachment 9.a: CR Old Fram Rd (3491 : Conservation Restrictions Mahoney Farms)

APPROVAL OF SELECT BOARD

We, the undersigned, being a majority of the Board of Selectmen of the Town of Sudbury, hereby certify that at a public meeting duly held on _____, 2019, the Board voted to approve the foregoing Conservation Restriction from Mahoney Farms Condominium Trust to the Town of Sudbury acting by and through its Conservation Commission in the public interest pursuant to Section 32 of Chapter 184 of the General Laws of Massachusetts.

SUDBURY BOARD OF SELECTMEN:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

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

The undersigned, Secretary of Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from Mahoney Farms Condominium Trust to the Town of Sudbury acting by and through its Conservation Commission has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: _____, 2019

KATHLEEN A. THEOHARIDES
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this _____ day of _____, 2019, before me, the undersigned notary public, personally appeared KATHLEEN A. THEOHARIDES, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

Attachment9.a: CR Old Fram Rd (3491 : Conservation Restrictions Mahoney Farms)

EXHIBIT ADescription of the Premises

The land subject to this Conservation Restriction, herein referred to as the Premises, is a 0.68-acre portion of a 30.704-acre parcel of land located in the Town of Sudbury, Middlesex County, Commonwealth of Massachusetts, shown as “Existing 75’ Wide Wildlife Corridor Easement” on a plan of land entitled “Easement Plan of Land in Sudbury, MA”, dated August 29th, 2005, prepared by Sullivan, Connors and Associates Land Surveying and Civil Engineering, said plan recorded at the Middlesex South District Registry of Deeds on October 26th, 2005 as Plan No. 1464 of 2005, a reduced copy of which is attached hereto as Exhibit B.

Street Address: Old Framingham Road

EXHIBIT BReduced Copy of Plan of Premises

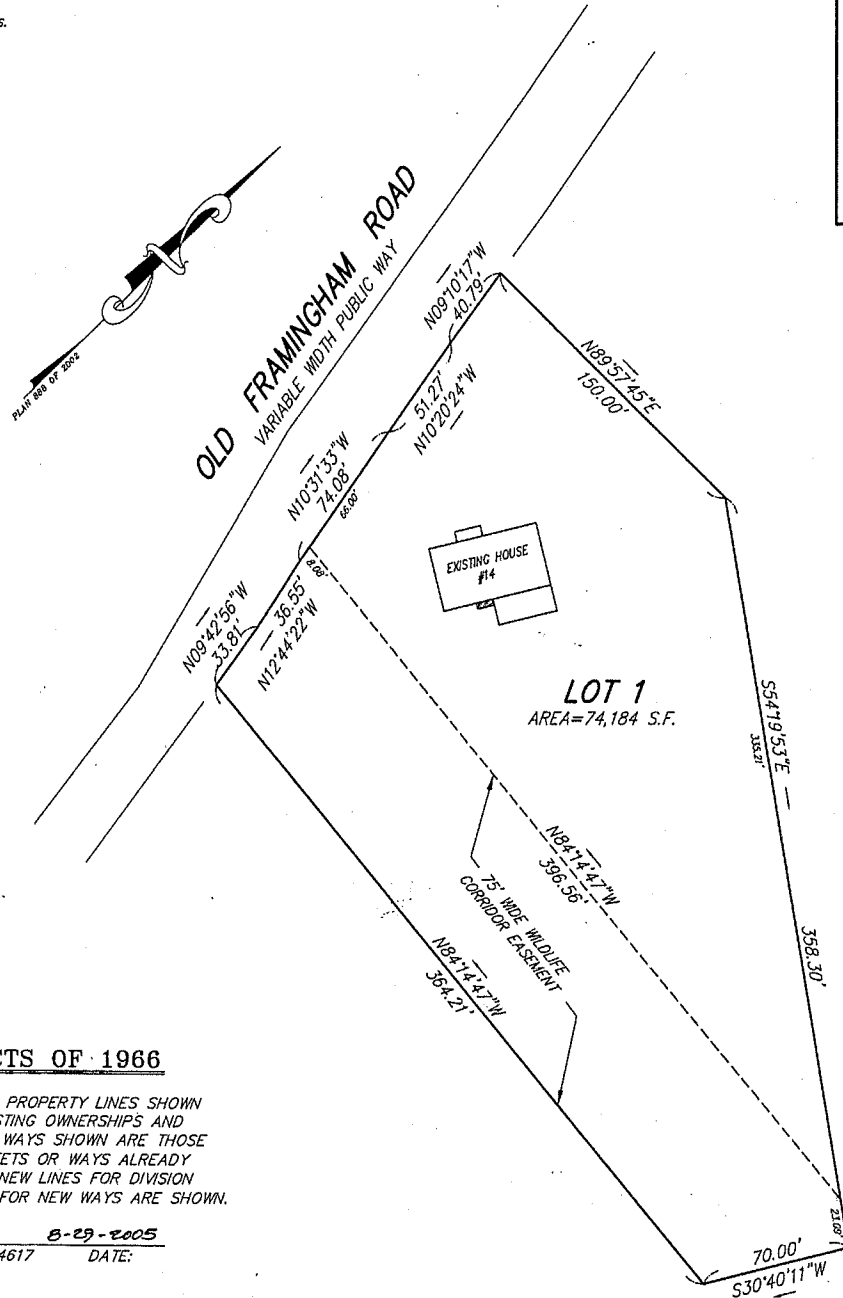
For official full size plan see Middlesex South Registry of Deeds Plan No. 1464 of 2005.

REFERENCES:
Assessors Map M07, LOT 03
Deed book 13915, page 307
Plan #888 of 2002
Middlesex South Registry of Deeds.

ZONED: SINGLE RESIDENCE A-1
AQUIFER CONTRIBUTION ZONE II
AREA = 60,000 s.f.
FRONTAGE = 210'
SETBACKS: FRONT = 35'
65' FROM CENTERLINE
SIDE = 20'
REAR = 30'

Middlesex Registry of Deeds
Southern District
Cambridge, Massachusetts
Plan No. 1464 of 2005
Rec'd 10-26 2005
at 10 H 34 M A.M.

Attest
Lucy C. Bruce
Register



CHAPTER 380, ACTS OF 1966

AMENDING CHAPTER 40, SECTION 81-X

I HEREBY CERTIFY THAT THE PROPERTY LINES SHOWN ARE THE LINES DIVIDING EXISTING OWNERSHIPS AND THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

Bruce K. 8-29-2005
BRUCE K. KINSMAN, P.L.S. 34617 DATE:

THE CERTIFICATION SHOWN HEREON IS INTENDED TO MEET REGISTRY OF DEEDS REQUIREMENTS AND IS NOT A CERTIFICATION TO THE TITLE OR OWNERSHIP OF THE PROPERTY SHOWN, OWNERS OF ADJOINING PROPERTIES ARE SHOWN ACCORDING TO CURRENT TOWN OF TOWN

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED IN CONFORMANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.

Bruce K. 8-29-2005
BRUCE K. KINSMAN P.L.S. 34617 DATE:



GRANTOR: Mahoney Farms Condominium Trust
GRANTEE: Town of Sudbury Conservation Commission
ADDRESS OF PREMISES: 30 Nobscot Road,
 Sudbury, MA
FOR GRANTOR'S TITLE SEE: Middlesex South
 Registry of Deeds at Book 46347, page 20; Book
 48507, Page 250

CONSERVATION RESTRICTION

MAHONEY FARMS CONDOMINIUM TRUST, a condominium with a mailing address at 259 Turnpike Road, Suite 100, Southborough, Massachusetts 01772 being the sole owner constituting all of the owner(s), for my successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grant with QUITCLAIM COVENANTS to the TOWN OF SUDBURY, a Massachusetts municipal corporation acting by and through its Conservation Commission, with an address of 275 Old Lancaster Road, Sudbury, MA 01776, in accordance with Massachusetts General Laws, Chapter 40, Section 8C, their permitted successors and assigns ("Grantee"), for nominal consideration, IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on land located in the Town of Sudbury, Massachusetts, containing an approximately 3.09-acre portion of a 23.527-acre Property ("Premises"), which Premises is more particularly described in Exhibit A and shown in the attached sketch plan in Exhibit B, both of which are incorporated herein and attached hereto.

I. PURPOSES:

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

This Conservation Restriction is required by the Order of Conditions (the "Order") issued by the Town of Sudbury's Conservation Commission and recorded in the Middlesex South Registry of Deeds at Book 46058 Page 393, which Order allows for the development of 34 age-restricted condominium residential units on 12 acres while requiring that approximately 15 acres of the site

be permanently preserved substantially in their natural state, a requirement that will be achieved through this Conservation Restriction and the conveyance of approximately 12 acres to the Town of Sudbury by a deed recorded in the Middlesex South Registry of Deeds at Book 47709 Page 154.

The conservation values include the following:

- Open Space Protection. The Premises contributes to the protection of the scenic and natural character of the Town of Sudbury and the protection of the Premises will enhance the open-space value of these and nearby lands as the Premises abuts several hundred acres of other permanently conserved land.
- Wildlife Habitat. A portion of the Premises is mapped as BioMap2 Core Habitat and Critical Natural Landscape, and abuts land mapped as Priority Habitat for Rare Species as defined by the Massachusetts Natural Heritage and Endangered Species Program. BioMap2, published in 2010, was designed to guide strategic biodiversity conservation in Massachusetts over the next decade by focusing land protection and stewardship on the areas that are most critical for ensuring the long-term persistence of rare and other native species and their habitats, exemplary natural communities, and a diversity of ecosystems. BioMap2 is also designed to include the habitats and species of conservation concern identified in the State Wildlife Action Plan.
- Water Quality. A majority of the Premises is mapped as a Zone II Wellhead Protection Area by the Massachusetts Department of Environmental Protection (MassDEP), the protection of which is important for ensuring the permanent viability of the public drinking water supply.
- Wetlands. The Premises contains open water wetlands as classified by MassDEP, which wetlands provide valuable habitat for a diverse array of wildlife species as well as provide the many other public benefits of wetlands protection recognized by the Commonwealth of Massachusetts (Massachusetts General Laws Chapter 131, section 40).
- Public Access. Public access to the Premises will be allowed for walking, cross country skiing, bird-watching, photography and other passive outdoor recreational activities.

These and other conservation values of the Premises, as well as its current uses and state of improvement, are described in a Baseline Documentation Report ("Baseline Report") prepared by Grantee with the cooperation of the Grantor, consisting of maps, photographs, and other documents and on file with the Grantee and referenced herein. The Baseline Report (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, and (ii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this

grant other than the Baseline Report, should the Baseline Report be unavailable or if it does not adequately address the issues presented.

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

A. Prohibited Acts and Uses

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

- (1) Constructing, placing or allowing to remain any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, sign, fence, billboard or other advertising display, antenna, utility pole, tower, solar panel, solar array, conduit, line or other temporary or permanent structure or facility on, above or under the Premises;
- (2) Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise making topographical changes to the area;
- (3) Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings generated off-site, waste or other substance or material whatsoever or the installation of underground storage tanks;
- (4) Cutting, removing or otherwise destroying trees, grasses or other vegetation;
- (5) Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, wildlife habitat, or archaeological conservation;
- (6) Use, parking or storage of vehicles including motorcycles, mopeds, all-terrain vehicles, trail bikes, or any other motorized vehicles on the Premises except for vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) in carrying out their official duties or as necessary for the mobility impaired;
- (7) Subdivision or conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), and no portion of the Premises may be used towards building or development requirements on this or any other parcel;
- (8) The use of the Premises for business, residential or industrial use, or for more than *de minimis* commercial recreation;
- (9) The disruption, removal, or destruction of the stone walls or granite fence posts on the Premises;

- (10) Any other use of the Premises or activity which is inconsistent with the purpose of this Conservation Restriction or which would impair its conservation values.

B. Reserved Rights and Exceptions

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

- (1) Vegetation Management. The selective minimal removing of brush, pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Premises, including vistas as documented in the Baseline Survey, woods roads, fence lines and trails and meadows;
- (2) Mowing Maintenance. Periodic mowing of "Easement #4 Existing 'No Structure' Open Space Easement Used For Underground Utilities By Grantor" and "Easement #7 Existing 'No Structure' Open Space Easement Used For Underground Utilities by Grantor" to maintain the open condition of the meadows as shown in the Baseline Report.
- (3) Easement Maintenance. The use, maintenance, repair, repaving, replacement and reconstruction of any driveway now or hereafter located in that portion of the Premises designated and shown in Exhibit B as "Easement #5 Existing 30' Wide Access & Egress Easement", which Access & Egress Easement is recorded in the Middlesex South Registry of Deed at Book 35415 Page 095 including, without limitation the use of said driveway to provide such access by motorized vehicles
- (4) Utility Maintenance. In the area shown as "Easement #4 Existing 'No Structure' Open Space Easement Used For Underground Utilities By Grantor", which Easement is recorded in the Middlesex South Registry of Deed at Book 35415 Page 095, the construction, installation, use, maintenance, repair, replacement, reconstruction and relocation of subsurface utilities, including, without limitation, subsurface sewage disposal systems, sewer, water, electric, gas, telephone, cable television mains, lines, pipes, conduits and appurtenances thereto, provided that any new construction, replacement, removal, or relocation of any such utilities receives the prior approval of the Grantee, and further provided that to the extent that such activities disturb the surface of the Premises, upon the completion of such activities, the surface of the Premises shall be restored to the same condition as existed prior to such activities, to the extent practicable.
- (5) Wildlife Habitat Improvement. With the prior written approval of Grantee, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species including selective planting of native trees, shrubs and plant species;

- (6) Non-native or nuisance species. The removal of non-native or invasive species, the interplanting of native species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
- (7) Trails. With prior approval of the Grantee, the construction of new trails or the relocation or alteration of existing trails, provided that any construction, relocation, or alteration results in trails that are no wider than six (6) feet;
- (8) Passive Outdoor Activities. Walking, cross country skiing, bird-watching, photography and other non-motorized outdoor recreational activities that do not materially alter the landscape, do not degrade environmental quality, and do not involve more than minimal use for commercial recreational activities;
- (9) Signs. The erection, maintenance and replacement of signs with respect to trespass, trail access, and the protected conservation values;
- (10) Permits, Regulations, Laws. The exercise of any right reserved by Grantor under this Paragraph B shall be in compliance with zoning, the Wetlands Protection Act, and all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit should be issued.
- (11) Best Management Practices. The exercise of any right reserved by Grantor under this Paragraph B shall follow, when available and if applicable, established, up to date, and regionally-applicable Best Management Practices or similar standards developed by a governmental agency or other entity with known expertise in the area of practice and designed to protect the natural features potentially affected by the action(s).

C. Notice and Approval.

Whenever notice to or approval by Grantee is required, Grantor shall notify Grantee, by a method requiring proof of receipt, in writing not less than 60 days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within 60 days of receipt of Grantor's request. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not impair the purposes of this Conservation Restriction.

Subject to any applicable law or regulation, failure of Grantee to respond in writing within 60 days shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after 60 days in

the notice, the requested activity is not prohibited herein, and the activity will not impair the conservation values or purposes of this Conservation Restriction.

III. LEGAL REMEDIES OF THE GRANTEE

A. Legal and Injunctive Relief.

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

Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey and to have the boundaries permanently marked.

B. Non-Waiver.

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

C. Disclaimer of Liability

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

D. Acts Beyond the Grantor's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to

prevent, abate, or mitigate significant injury to the Premises resulting from such causes. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Premises, if desirable and feasible.

IV. ACCESS

The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction. The Grantor also grants to the Grantee, after notice of a violation and failure of the Grantor to cure said violation, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines.

The Grantor hereby grants to the Grantee the right to install a footpath with direct access to Nobscot Road and/or Old Framingham Road

The Grantor agrees to take no action to prohibit or discourage access to and use of the Premises by the general public, but only for daytime use and only as described in Section II(B)(9) provided that such agreement by Grantor is subject to the Grantor's reserved right to establish reasonable rules, regulations, and restrictions on such permitted recreational use by the general public for the protection of the purposes and conservation values of this Conservation Restriction. Grantor has the right to control, limit, or prohibit by posting and other reasonable means activities or uses of the Premises not authorized in Section II(B)(9). The Grantor's right to grant public access across the Premises is subject to the restrictions described in this Conservation Restriction. Any public use which is permitted by the terms of this Conservation Restriction constitutes permission to use the Premises for purposes described in the Massachusetts General Laws Chapter 21, Section 17C and the Grantor and Grantee hereto benefit from exculpation from liability to the extent provided in such section. The Grantee may require the Grantor to post the Premises against any use that may result in rutting or erosion or other damage to the natural resources of the Premises.

V. EXTINGUISHMENT

A. If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Massachusetts Secretary of Energy and Environmental Affairs. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantees, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with paragraph B below, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds and after complying with the terms of any gift, grant, or funding requirements. Grantees shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein.

B. Proceeds. Grantor and Grantee agree that the donation of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction bears to the value of the unrestricted property. Such proportionate value of the Grantee's property right shall remain constant. Any proceeds will be distributed only after complying with the terms of any gift, grant, or other funding requirements.

C. Grantor/Grantee Cooperation Regarding Public Action. Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in accordance with paragraph V. B – above, after complying with the terms of any law, gift, grant, or funding requirements. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds like a continuing trust in a manner consistent with the conservation purposes of this grant.

VI. DURATION & ASSIGNABILITY

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

B. Execution of Instruments. The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantor, on behalf of itself and its successors and assigns, appoints the Grantee their attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit. The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except in the following instances:

As a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out; that the Assignee is not an owner of the fee in the Property, and the Assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations there under, and is a donee eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts. Any assignment will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VII. SUBSEQUENT TRANSFERS

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee not less than twenty (20) days prior to the execution of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

The Grantor shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

VIII. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within sixty (60) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance or non-compliance with any obligation of the Grantor contained in this Conservation Restriction.

IX. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction to a non-fee owner that is qualified under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations there under and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts in order to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

X. AMENDMENT

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

provisions of Article 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Middlesex County South Registry of Deeds.

XI. EFFECTIVE DATE

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

XII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: Mahoney Farms Condominium Trust
259 Turnpike Road, Suite 100
Southborough, MA 01772

To Grantee: Sudbury Conservation Commission
275 Old Lancaster Road
Sudbury, MA 01776

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

XIII. GENERAL PROVISIONS

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

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

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

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

XIV. MISCELLANEOUS

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

B. Homestead.

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

C. Subordination. The Grantor attests that there is no mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

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

Signature pages:

Grantor

Grantee Acceptance

Approval by Town of Sudbury Board of Selectmen

Approval of the Secretary of Energy and Environmental Affairs.

Exhibits:

Exhibit A: Legal Description of Premises

Exhibit B: Sketch Plan of Premises

WITNESS my hand and seal this 19 day of August, 2019,

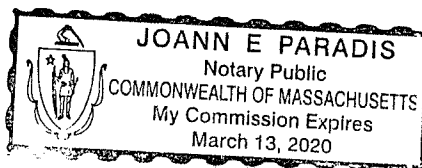
William Depietri, its Sole Trustee, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this 19th day of August, 2019, before me, the undersigned notary public, personally appeared William Depietri, and proved to me through satisfactory evidence of identification which was FL. Drivers License to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Joann E Paradis
Notary Public
My Commission Expires: 3-13-20



ACCEPTANCE OF GRANT BY TOWN OF SUDBURY CONSERVATION COMMISSION

We, the undersigned, being a majority of the Conservation Commission of the Town of Sudbury, Massachusetts, hereby certify that at a public meeting duly held on September 9, 2019, the Conservation Commission voted to approve and accept the foregoing Conservation Restriction from Mahoney Farms Condominium Trust pursuant to M.G.L. Chapter 184 Section 32 and Chapter 40 Section 8C and do hereby accept the foregoing Conservation Restriction.

SUDBURY CONSERVATION COMMISSION:

Will Hall DAVID HALL

Richard Morse Richard Morse

Bruce Pontore Bruce Pontore

Charles Russo Charles Russo

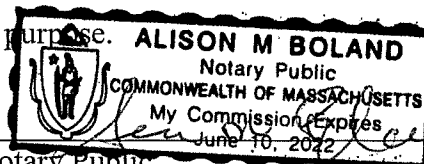
Kathleen Rogers Kathleen Rogers

Mark Senter Mark Senter

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this 10 day of September, 20 19 before me, the undersigned notary public, personally appeared Will Hall (DAVID HALL), and proved to me through satisfactory evidence of identification which was Mass Drivers License to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



Notary Public

My Commission Expires:

APPROVAL OF TOWN OF SUDBURY BOARD OF SELECTMEN

We, the undersigned, being a majority of the Board of Selectmen of the Town of Sudbury, hereby certify that at a public meeting duly held on _____, 2018, the Board voted to approve the foregoing Conservation Restriction from Mahoney Farms Condominium Trust to the Town of Sudbury acting by and through its Conservation Commission in the public interest pursuant to Section 32 of Chapter 184 of the General Laws of Massachusetts.

SUDBURY BOARD OF SELECTMEN:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

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

The undersigned, Secretary of Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from Mahoney Farms Condominium Trust to the Town of Sudbury acting by and through its Conservation Commission has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: _____, 2019

KATHLEEN A. THEOHARIDES
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this _____ day of _____, 2019, before me, the undersigned notary public, personally appeared KATHLEEN A. THEOHARIDES, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

Attachment 9.b: CR 30 Nobscot Rd (3491 : Conservation Restrictions Mahoney Farms)

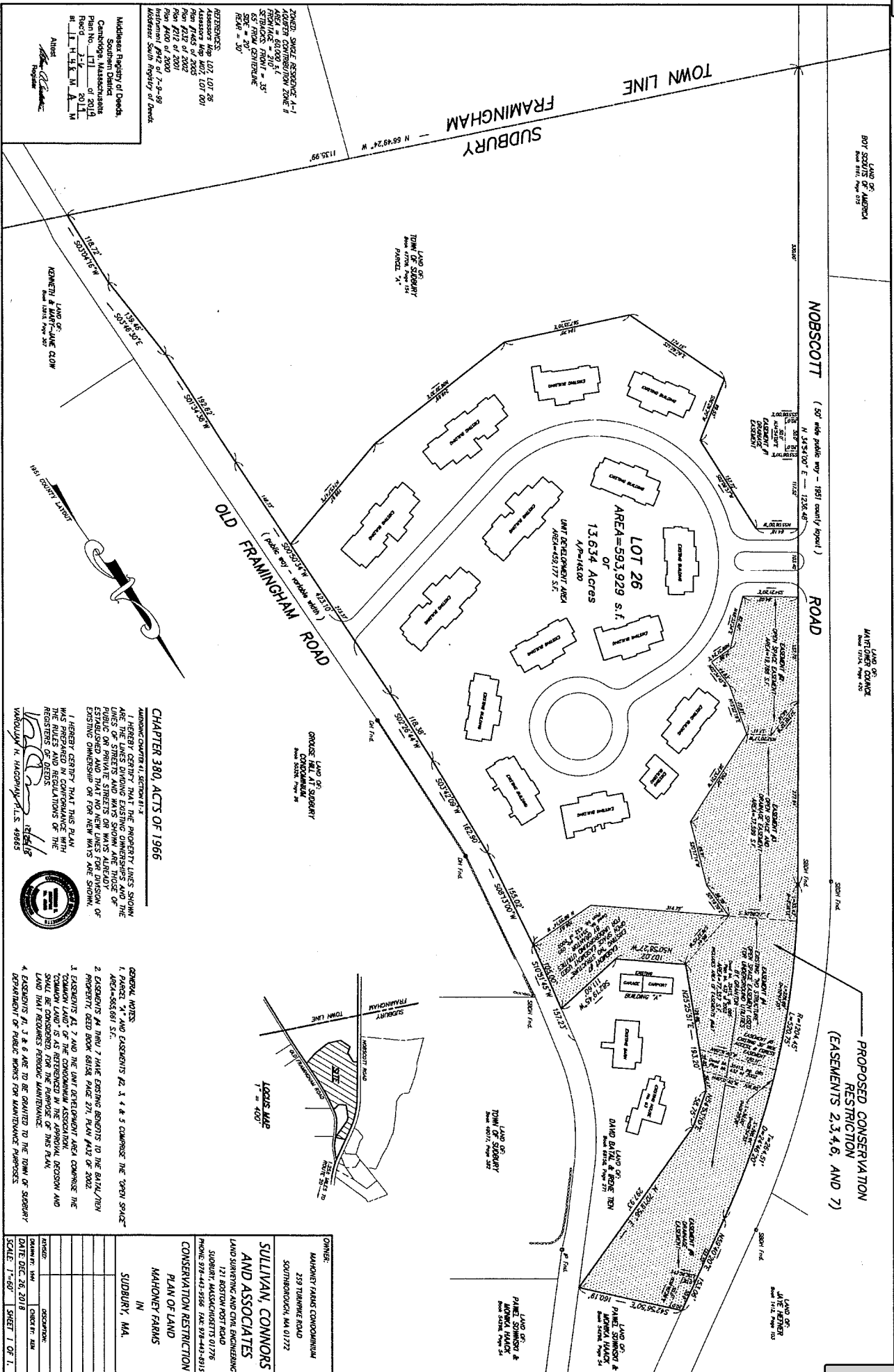
EXHIBIT ADescription of the Premises

The Premises subject to this Conservation Restriction is shown as “Easement #2 Open Space Easement”, “Easement #3 Open Space and Drainage Easement”, “Easement #4 Existing ‘No Structure’ Open Space Easement Used for Underground Utilities by Grantor”, “Easement #6 Drainage Easement” and “Easement #7 Existing ‘No Structure’ Open Space Easement Used for Underground Utilities by Grantor” on the land located in the Town of Sudbury, Middlesex County, Commonwealth of Massachusetts, containing a total of 3.09 acres more or less, shown on a plan of land entitled “Conservation Restriction Plan of Land Mahoney Farms in Sudbury, MA.”, dated December 26, 2018 prepared by Sullivan, Connors and Associates, Land Surveying and Civil Engineering, said plan recorded herewith at the Middlesex South District Registry of Deeds on March 3rd, 2019 as Plan No. 171 of 2019, a reduced copy of which is attached hereto as Exhibit B.

Street Address: 30 Nobscot Road, Sudbury, MA

EXHIBIT B – Reduced Copy of Plan of the Premises

For official full size plan see Middlesex South Registry of Deeds Plan No. 171 of 2019.





SUDBURY BOARD OF SELECTMEN

Friday, October 11, 2019

CONSENT CALENDAR ITEM**10: Appoint member to Sudbury Housing Trust****REQUESTOR SECTION**

Date of request:

Requestor: Adam Duchesneau, Director of Planning & Community Development

Formal Title: Vote to appoint Carmine Gentile, 33 Surrey Lane, to the Sudbury Housing Trust for a term ending 5/31/2022.

Recommendations/Suggested Motion/Vote: Vote to appoint Carmine Gentile, 33 Surrey Lane, to the Sudbury Housing Trust for a term ending 5/31/2022

Background Information:

attached application and memo from Adam Duchesneau on behalf of the Sudbury Housing Trust.

Financial impact expected:n/a

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

10/11/2019 8:40 AM

TOWN OF SUDBURY
APPLICATION FOR APPOINTMENT

BOARD OF SELECTMEN
 278 OLD SUDBURY ROAD
 SUDBURY, MA 01776

FAX: (978) 443-0756
 E-MAIL: selectmen@sudbury.ma.us

Board or Committee Name: Sudbury Housing Trust

Name: Carmine Lawrence Gentile

Address: 33 Surrey Lane, Sudbury, MA 01776

Email Address: [REDACTED]

Home phone: [REDACTED]

Work or Cell phone: [REDACTED]

Years lived in Sudbury: 38

Brief resume of background and pertinent experience:

Have previously served on Finance Committee, Planning Board, Board of Registrars, Counsel on Aging, and Transportation Committee, and currently as State Representative.

Municipal experience (if applicable):

see Brief resume ...and pertinent experience above

Educational background:

Courses at Northeastern, Clark, Suffolk, Tufts, and Harvard Universities. B.A. Tufts, J.D. Suffolk

Reason for your interest in serving:

Interest in examining Sudbury's housing needs and planning to meet those needs.

Times when you would be available (days, evenings, weekends):

Mondays and Fridays are most available weekdays. Wednesdays are usually NOT available. Otherwise available weeknights with exceptions. May be available on weekends as needed.

Do you or any member of your family have any business dealings with the Town? If yes, please explain:

No business dealings with the town.

CLG _____ (Initial here that you have read, understand and agree to the following statement)

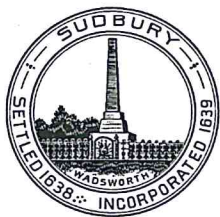
I agree that if appointed, I will work toward furtherance of the committee's mission statement; and further, I agree that I will conduct my committee activities in a manner which is compliant with all relevant State and Local laws and regulations, including but not limited to the Open Meeting Law, Public Records Law, Conflict of Interest Law, Email Policy and the Code of Conduct for Town Committees.

I hereby submit my application for consideration for appointment to the Board or Committee listed above.

Signature



Date June 22, 2019



Town of Sudbury

Housing Trust

HousingTrust@sudbury.ma.us

Flynn Building
278 Old Sudbury Road
Sudbury, MA 01776
978-639-3387
Fax: 978-443-0756

www.sudbury.ma.us/housingtrust

October 1, 2019

Mr. Daniel E. Carty, Chairman
Board of Selectmen
Flynn Building
278 Old Sudbury Road
Sudbury, MA 01776

Re: Carmine Gentile Appointment to Sudbury Housing Trust

Dear Chairman Carty,

At their meeting on September 16, 2019, the Sudbury Housing Trust voted unanimously, 4-0, to recommend to the Board of Selectmen the appointment of Carmine Gentile to the Sudbury Housing Trust.

Therefore, I am writing to recommend the Board of Selectmen appoint Mr. Gentile to the Sudbury Housing Trust, and to request the Board of Selectmen consider this recommendation at an upcoming meeting.

Please do not hesitate to contact me if you have any questions about this candidate. Please advise if you think interviews with the candidate will be necessary. Thank you.

On behalf of the Sudbury Housing Trust,

Adam L. Duchesneau, AICP
Director of Planning & Community Development

cc: Sudbury Housing Trust

Attachment 10.b: Housing Trust Memo Gentile (3492 : Appoint member to Sudbury Housing Trust)

**SUDBURY BOARD OF SELECTMEN**

Friday, October 11, 2019

CONSENT CALENDAR ITEM**11: Accept tree donation from anonymous****REQUESTOR SECTION**

Date of request:

Requestor: Dan Nason, DPW Director

Formal Title: Vote to accept donation of Norway Spruce tree (\$2,700 value) in Town Center, as requested by Dan Nason, DPW Director.

Recommendations/Suggested Motion/Vote: Vote to accept donation of Norway Spruce tree (\$2,700 value) in Town Center, as requested by Dan Nason, DPW Director.

Background Information:

The tree will be decorated for annual Tree Lighting events. Please see details attached.

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

10/11/2019 8:40 AM

Town Center Tree Donation: 2019 Tree Lighting

Christmas Tree for 2018 Tree Lighting

In 2018, a tree was donated by a town resident for use at the Tree Lighting. Mayer Tree Service cut down, transported and installed the tree in Town Center for the event. DPW secured it with wires and constructed a fence barrier to curtail the tripping hazard. At the end of the holiday season, DPW removed the tree and setup, and disposed of the tree.

Christmas Tree for 2019 Tree Lighting

A more sustainable approach, proposed by DPW Director Dan Nason, would be to plant a tree in Town Center so that new trees are not cut down, installed and removed each year.

A local business owner has offered to donate a tree for this purpose. Details are below.

- 18-20 Foot Spruce Tree (picture on following page)
- \$2700 value
- Planting should take place ASAP
 - Tree will be delivered in 2 weeks
 - DPW to plant when received
- Tree will be planted in same location as 2018 tree installation
- Small ground plaque to be installed at the base of the tree. Inscribed as follows:

Picea Abies
"Norway Spruce"
Planted October XX, 2019
Anonymous Donation

Donation Approval and Acceptance

Per Planning Director Adam Duchesneau and Historic Districts Commission Chair Fred Taylor, the HDC does not have purview over basic landscaping, therefore no decision from HDC is required for the proposed tree donation.

Vote from the Board of Selectmen is needed to accept the donation of the tree.

Picea Abies 18-20



Attachment11.a: Tree Donation for 2019 Tree Lighting_v2 (3499 : Accept tree donation from anonymous)