



MassWildlife

Commonwealth of Massachusetts

Division of Fisheries & Wildlife

Wayne F. MacCallum, *Director*

MA ENDANGERED SPECIES ACT (G.L. c.131A) **CONSERVATION AND MANAGEMENT PERMIT**

Date: 18 May 2005

Conservation Permit No.: 005-042.DFW

NHESP File No. 03-11701

Permit Holder: Fox Meadow Realty Corporation
129 Skyfield Drive
Groton, MA 01450

Proposed Project: Rocky Hill & Stratton Hill Residential Developments
Groton & Ayer, MA

Pursuant to the authority granted in the Massachusetts Endangered Species Act (MESA) (G.L. c. 131A:3) and its implementing regulations (321 CMR 10.04(3)(b)), the Director of the Massachusetts Division of Fisheries & Wildlife (the "Division") hereby issues a Conservation and Management Permit to Fox Meadow Realty Corporation (hereinafter the "Permit Holder"). This permit authorizes the "taking" of the state-protected Blanding's Turtle (*Emydoidea blandingii*), which is listed as "Threatened," and the Spotted Turtle (*Clemmys guttata*) which is listed as "Special Concern" pursuant to MESA, for the construction of the Rocky Hill & Stratton Hill Residential Developments (the "Proposed Project") on a +/-677 acre site in Groton and Ayer, MA (the "Property"). The Four-toed Salamander (*Hemidactylium scutatum*) and Intricate Fairy Shrimp (*Eubbranchipus intricatus*), two additional state-listed species, also occur on the project site but their habitat will be protected within protected open space areas and the proposed project will not result in a "take" of these species.

Approximately 516 acres of the site (+/-76%) will be protected as open space and state-listed rare turtle habitat in perpetuity, speed bumps will be placed on two roads to reduce the risk of turtle road mortality, and turtle nesting habitat will be created. No breeding, preferred nesting, or overwintering habitat will be directly impacted by the proposed development, and the development areas were sited so as to avoid the portions of the site used most frequently by Blanding's Turtles as they move among wetlands or between wetlands and nesting sites. The Division has determined that the Proposed Project would result in a "take", but would impact an insignificant portion of the local populations of Blanding's Turtle and Spotted Turtle. Therefore, the project can be permitted under MESA. This Conservation and Management Permit is issued to condition the Proposed Project and provide long-term net benefit mitigation to compensate for those portions of the local state-listed turtle populations impacted by the Proposed Project.

In accordance with the documents submitted to the Division entitled "Conservation and Management Permit For Blanding's Turtle & Spotted Turtle" revised 14 December 2004 (prepared by Oxbow Associates, Inc.),

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and plans entitled “Compiled Plan of Open Space – Lot 2A for Whip-poor-will lane in Groton, Mass.”(undated), “Layout Plan of Open Space Parcel A in Whip-poor-will Lane Definitive Subdivision”(dated 2/22/05), “Layout Plan of Open Space Parcels B1 & B2 in Whip-poor-will Lane Definitive Subdivision”(dated 3/2/05), “Layout Plan of Open Space Parcels C & D in Whip-poor-will Lane Definitive Subdivision”(dated 3/2/05), “Overview Plan of the Stratton Hill Subdivision in Ayer Mass.” (dated 8/10/04), Definitive Subdivision plans of Stratton Hill (dated 2/10/00, revised 6/2/04, 21 Sheets), and “Plan of Land for the Stratton Hill Subdivision” (dated 3/17/05, 3 Sheets), this Conservation and Management Permit is issued with the following conditions:

General Conditions:

1. The work (as described below) authorized by this Conservation and Management Permit shall be completed within seven (7) years from the date of issuance. If necessary, the Permit Holder shall submit a written request to the Division for an extension, at which time the Division will review the Proposed Project pursuant to MESA for impacts to any state-protected rare wildlife or plant species found subsequent to the issuance date of the Conservation and Management Permit.
2. This Conservation and Management Permit shall not preclude the review of future projects on the Property that are subject to the Wetlands Protection Act regulations (310 CMR 10.58(4)(b) & 10.59) by the Natural Heritage & Endangered Species Program (“NHESP”) of the Division.
3. The work authorized by this Conservation and Management Permit involves the construction of two residential developments including associated roadways, grading, retaining walls, stormwater management structures, and wetland replication areas as shown on the project plans referenced above, or any other residential development that maintains the mitigation commitments required by this Conservation and Management Permit and is consistent with General Condition 6 herein (the “Work”).
4. When the Work is completed as described in the Conservation and Management Permit, the Conservation Permit Application, and accompanying plans referenced above, the Permit Holder shall submit a written request for a certificate of permit compliance to the Division.
5. Division representatives shall have the right to enter and inspect the area subject to this Conservation and Management Permit at reasonable hours to evaluate permit compliance, and may require the submittal of any data, otherwise required under this Conservation and Management Permit, deemed necessary by the Division for that evaluation.
6. Any changes to the plans identified in this Conservation and Management Permit shall require the Permit Holder to inquire of the Division in writing whether the change is significant enough to require the filing of a new Conservation and Management Permit application or provide additional long-term net-benefit mitigation for affected rare species populations.
7. This Conservation and Management Permit shall apply to any successor in interest or successor in control of the Property subject to this Conservation and Management Permit, or any portion thereof, including but not limited to any future owners of the Habitat Protection Areas described below (Paragraphs 10-13), and to any contractor or other person performing work conditioned by this Conservation and Management Permit. Upon transfer of the Property (or a portion thereof), successor owners or operators of the Property (or a portion thereof) shall provide a letter to the Division indicating (1) that the successor is the current owner or operator of the Property (or a portion thereof) and (2) that the successor can and will perform the obligations of the Permit Holder, as set forth in this Conservation and Management Permit.

8. Prior to the start of work, the Permit Holder shall notify the Division in writing of the name, address, business and home telephone numbers of the project supervisor(s) and/or contractor(s) responsible for compliance with this Conservation and Management Permit.
9. Within 30 days of the issuance of this permit, **the text of this Conservation and Management Permit shall be recorded** in the Registry of Deeds or the Land Court for the district in which the Property is located, within the chain of title of the affected Property. In the case of recorded land, the Conservation and Management Permit shall also be noted in the Registry's Grantor Index under the name of the owner of the Property upon which the proposed Work is to be done. In the case of registered land, the Conservation and Management Permit shall also be noted on the Land Court Certificate of Title of the owner of the Property upon which the proposed Work is done. **The recording documentation shall be submitted to the Division within 35 days of permit issuance.**

Special Conditions:

Habitat Protection Areas

10. *Groton Conservation Parcels 2A & B2* – Permit Holder shall execute a Conservation Restriction on about 395 acres of land on the Property, located in the Town of Groton, labeled as Lot 2A and Parcel B-2 on plan entitled "Compiled Plan of Open Space – Lot 2A for Whip-poor-will lane in Groton, Mass." (undated), and "Layout Plan of Open Space Parcels B1 & B2 in Whip-poor-will Lane Definitive Subdivision" (dated 3/2/05), official copies of which are on file by the Division, to be granted by Fox Meadow Realty Corporation to the Town of Groton, or to such other qualified entity as the Division shall approve in writing. The Conservation Restriction shall be in substantially the same form as the Conservation Restriction shown in Attachment 1. Changes in the form of Conservation Restriction other than typographical or grammatical changes shall be provided to the Division for written approval before any Conservation Restriction is submitted to the Secretary of the Executive Office of Environmental Affairs for execution. If the Grantee, the Division of Conservation Services, and/or the Executive Office of Environmental Affairs require changes that substantially expand the permitted activities in the Conservation Restrictions in a manner inconsistent with the purposes of this Conservation and Management Permit, Permit Holder shall advise the Division prior to recording the affected Conservation Restriction. A final copy of each Conservation Restriction shall be provided to the NHESP for written approval prior to submission of each document to the Executive Office of Environmental Affairs. **An executed and recorded copy of the Conservation Restriction shall be delivered to the Division prior to 31 December 2006, or within 30 days of the issuance of the first building permit for a market-rate housing unit within the Rocky Hill Subdivision, whichever is earlier. Work shall cease if said copy is not received by the Division in accordance with this timeline, provided however, that the Division may extend this deadline from time to time if the failure to obtain an executed copy of the Conservation Restriction results from circumstances beyond the control of Permit Holder and so long as Permit Holder continues in good faith to seek to obtain an executed copy of the Conservation Restriction.**
11. *Groton Conservation Parcels B-1, C, and D at Rocky Hill Subdivision* – Permit Holder shall execute a Conservation Restriction on about 12 acres of land on the Property, located in the Town of Groton, labeled as Lot B-1, C, and D on plans entitled "Layout Plan of Open Space Parcels B1 & B2 in Whip-poor-will Lane Definitive Subdivision" (dated 3/2/05), and "Layout Plan of Open Space Parcels C & D in Whip-poor-will Lane Definitive Subdivision" (dated 3/2/05), official copies of which are on file by the Division, to be granted by Fox Meadow Realty Corporation to the Town of Groton, or to such other qualified entity as the Division shall approve in writing. The Conservation Restriction shall be in substantially the same form as the Conservation Restriction shown in Attachment 2. Changes in the form of Conservation Restriction other than typographical

or grammatical changes shall be provided to the Division for written approval before any Conservation Restriction is submitted to the Secretary of the Executive Office of Environmental Affairs for execution. If the Grantee, the Division of Conservation Services, and/or the Executive Office of Environmental Affairs require changes that substantially expand the permitted activities in the Conservation Restrictions in a manner inconsistent with the purposes of this Conservation and Management Permit, Permit Holder shall advise the Division prior to recording the affected Conservation Restriction. A final copy of the Conservation Restriction shall be provided to the NHESP for written approval prior to submission of the document to the Executive Office of Environmental Affairs. **An executed and recorded copy of the Conservation Restriction shall be delivered to the Division prior to 31 December 2006, or within 30 days of the issuance of the first building permit for a market-rate housing unit within the Rocky Hill Subdivision, whichever is earlier. Work shall cease if said copy is not received by the Division in accordance with this timeline, provided however, that the Division may extend this deadline from time to time if the failure to obtain an executed copy of the Conservation Restriction results from circumstances beyond the control of Permit Holder and so long as Permit Holder continues in good faith to seek to obtain an executed copy of the Conservation Restriction.**

12. *Groton Conservation Parcel A* – Permit Holder shall convey Parcel A, as shown on a plan entitled “Layout Plan of Open Space Parcel A in Whip-poor-will Lane Definitive Subdivision”(dated 2/22/05), an official copy of which is on file by the Division, to the Town of Groton, subject to a Deed With Conservation Restrictions. The Deed With Conservation Restrictions shall be in substantially the same form as the Conservation Restriction shown in Attachment 3. Changes in the form of Deed With Conservation Restrictions other than typographical or grammatical changes shall be provided to the Division for written approval before any Conservation Restriction is submitted to the Secretary of the Executive Office of Environmental Affairs. If the Grantee, the Division of Conservation Services, and/or the Executive Office of Environmental Affairs require changes that substantially expand the permitted activities in the On-Site Conservation Restrictions in a manner inconsistent with the purposes of this Conservation and Management Permit, Permit Holder shall advise the Division prior to recording the affected On-Site Conservation Restriction. A final copy of the Deed With Conservation Restrictions shall be provided to the NHESP for written approval prior to submission of the document to the Executive Office of Environmental Affairs. **An executed and recorded copy of the Deed With Conservation Restrictions shall be delivered to the Division prior to prior to 31 December 2006, or within 30 days of the issuance of the first building permit for a market-rate housing unit within the Stratton Hill Subdivision, whichever is earlier. Work shall cease if said copy is not received by the Division in accordance with this timeline, provided however, that the Division may extend this deadline from time to time if the failure to obtain an executed copy of the Conservation Restriction results from circumstances beyond the control of Permit Holder and so long as Permit Holder continues in good faith to seek to obtain an executed copy of the Conservation Restriction.**
13. *Ayer Conservation Parcels* – Permit Holder shall convey parcels A, C, C-1, C-2, D, E, F, 1, 2, 3, and 4, as shown on a plan entitled “Overview Plan of the Stratton Hill Subdivision in Ayer Mass.” (dated 8/10/04), the surveyed boundaries of which are shown on the Definitive Subdivision plans of Stratton Hill (dated 2/10/00, revised 6/2/04, 21 Sheets) and plans entitled “Plan of Land for the Stratton Hill Subdivision” (dated 3/17/05, 3 Sheets), official copies of which are on file at the Division, to the Town of Ayer, subject to a Deed With Conservation Restrictions. The Deed With Conservation Restrictions shall be in substantially the same form as the Conservation Restriction shown in Attachment 4. Changes in the form of Deed With Conservation Restrictions other than typographical or grammatical changes shall be provided to the Division for written approval before any Conservation Restriction is submitted to the Secretary of the Executive Office of Environmental Affairs. If the Grantee, the Division of Conservation Services, and/or the Executive Office of

Environmental Affairs require changes that substantially expand the permitted activities in the On-Site Conservation Restrictions in a manner inconsistent with the purposes of this Conservation and Management Permit, Permit Holder shall advise the Division prior to recording the affected On-Site Conservation Restriction. A final copy of each Deed With Conservation Restrictions shall be provided to the NHESP for written approval prior to submission of each document to the Executive Office of Environmental Affairs. **An executed and recorded copy of the Deed With Conservation Restrictions shall be delivered to the Division prior to prior to 31 December 2006, or within 30 days of the issuance of the first building permit for a market-rate housing unit within the Stratton Hill Subdivision, whichever is earlier. Work shall cease if said copy is not received by the Division in accordance with this timeline, provided however, that the Division may extend this deadline from time to time if the failure to obtain an executed copy of the Conservation Restriction results from circumstances beyond the control of Permit Holder and so long as Permit Holder continues in good faith to seek to obtain an executed copy of the Conservation Restriction.**

14. *Ayer Habitat Protection Areas Within Subdivision House Lots* – The portions of Lots 5A, 6A, 7A, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, and 36, located within 75 feet of the rear lot line of each of these lots shall be restricted as rare species habitat in perpetuity, as shown as the “75’ Restriction Easement” (not labeled as such but delineated by a dashed line on lots 5A, 6A, 7A, and 36) on the “Overview Plan of the Stratton Hill Subdivision in Ayer Mass.” (dated 8/10/04). The portion of Lot 8A shown as “Restriction Easement” on a plan entitled “Plan of Land for the Stratton Hill Subdivision” (dated 3/17/05, Sheet 2) shall be similarly restricted. No building, development, excavation, grading, disturbance of the soil or leaf litter or cutting of vegetation shall be permitted by the Permit Holder or Successors. The Permit Holder shall record a deed restriction on the deed of each of these lots, prohibiting the activities listed in this paragraph prior to building permit issuance. The language shall be provided to the Division for written approval prior to recording.
15. The corners of each of the Conservation Parcels described in Paragraphs 10, 11, 12, and 13 shall be monumented with permanent boundary markers of a design approved in writing by the Division prior to the recording of the Conservation Restriction or Deed With Conservation Restrictions for each respective parcel. The boundaries of the restricted portions of the Ayer subdivision lots described in Paragraph 14, above, shall be monumented with large boulders, or some other permanent boundary markers approved by the Division, in a configuration approved in writing by the Division, such markers to be installed prior to the recording of the deed restrictions for each respective lot.
16. In the event that stormwater management structures are to be sited within the Conservation Parcels described above (Paragraphs 10, 11, 12, 13, and 14), such structures shall only be sited within portions of these parcels labeled as “Drainage Easement” or “Stormwater Management” on the project plans referenced above. Prior to the initiation of any work related to the construction of such stormwater management structures, the Permit Holder shall provide the Division with detailed plans of these structures for written approval by the Division.
17. The Division, its successors, or its designees shall have the right to enter the habitat protection areas described in paragraphs 10, 11, 12, 13, and 14 of this permit, with equipment as may be required, for the purpose of creating, maintaining, enhancing, and managing nesting habitat for state-listed rare turtles, or to engage in any other research, monitoring, or management activities designed to benefit any state-listed rare species.
18. The Division or its successors shall have the right to restrict or prohibit public access to Groton Conservation Parcels 2A & B2 and Ayer Conservation Parcels A, C, C-1, C-2, D, E, F, 1, 2, 3, and 4, as described in paragraphs 10 and 13, or portions thereof, if the Division deems such restrictions or

prohibitions necessary to protect state-listed rare species or their habitats. The Permit Holder shall cooperate with the Division in the case that an access restriction or prohibition is implemented, such cooperation to include the posting of signage at access points used by the public to access the property, and using other reasonable means to publicize the restrictions that are available to the Permit Holder.

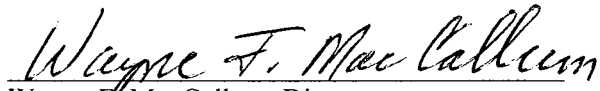
Creation of Turtle Nesting Areas.

19. Prior to 1 May, 2006, the Permit Holder shall create two turtle nesting areas at the locations shown on plans entitled "Proposed Nesting Area of Stratton Hill" (dated 3/2/05) and "Proposed Nesting Area of Rocky Hill" (dated 3/2/05) in accordance with design specifications provided by Oxbow Associates, Inc. Oxbow Associates, Inc. shall inspect the Nesting Areas upon completion and provide written confirmation to the NHESP that the Nesting Areas have been properly constructed.

Conservation Permit 005-042.DFW

Issued this 18th day of May 2005.

Expiration date: 18 May 2012.



Wayne F. MacCallum, Director
Massachusetts Division of Fisheries & Wildlife

Copies:

Ayer Board of Selectmen
Ayer Conservation Commission
Ayer Planning Board
Groton Board of Selectmen
Groton Conservation Commission
Groton Planning Board
Audubon Society of Rhode Island
DEP Northeast Regional Office, Wetlands Program
MEPA Director

ATTACHMENT 1

GROTON: PARCELS 2-A & B-2

DEED OF CONSERVATION RESTRICTION

Fox Meadow Realty Corporation, a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts with offices in said Groton,

Long Pond Realty, LLC, a limited liability company duly organized and existing under the laws of the Commonwealth of Massachusetts with offices in said Groton,

both of whom are collectively referred to in this document as the "Grantors,"

do Hereby Grant and Convey with Quitclaim Covenants, to the **Town of Groton**, a municipality duly organized and existing under the laws of said Commonwealth and situated in Middlesex County, to be administered by the Groton Conservation Commission,

CONSERVATION RESTRICTION, in perpetuity, and exclusively for conservation purposes pursuant to the provisions of Section 31 through 33 inclusive of Chapter 184 of the Massachusetts General Laws (as may be amended from time to time),

on and over the premises situated on Sandy Pond Road and Nate Nutting Road in said Groton comprised of approximately 387 acres, and are bounded and described as set forth in Exhibit A which is attached hereto and made a part hereof (said property is hereinafter referred to in this document as "the premises").

I. PURPOSES

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the Massachusetts General Laws. Its purpose is to assure that the premises will be retained in perpetuity predominantly in their natural, scenic, and open condition, and to prevent any use of the premises that will impair or interfere with the conservation values of the premises, which contain unique and outstanding qualities which warrant protection, and the protection of which will be of benefit to the public.

The premises which are comprised of some 387 acres of land are largely wooded, and contain wetland areas, large tracts of woodland which has remained largely undisturbed for over a century, bog areas, and a variety of unique land formations: The premises contain portions of Snake Hill and Rocky Hill, and other elevated areas from which extensive vistas may be appreciated. There are large areas of exposed bedrock which were shaped and grooved by glacial activity.

The premises have been identified by the Massachusetts Natural Heritage Endangered Species Program as a significant portion of a 2,500 acre area of Core Habitat (which has been defined by the N.H.E.S.P. Bio-Map project as the most viable habitat for rare species and natural communities in Massachusetts). Natural Resource Inventories performed by the Nashua River Watershed Association and by the Massachusetts Audubon Society found that the premises are notable for the variety of visually attractive and botanically rich land formations with the presence of wide-ranging species, easily disturbed species, and state listed species.

At least four state-listed rare species that, at the time of the granting of this Conservation Restriction, are protected pursuant to the provisions of the Massachusetts Endangered Species Act (MESA) (M.G.L.c.131A) and its implementing regulations (321 CMR 10.00) have been documented to occur on, or in the immediate vicinity of the Premises. These species are the Blanding's Turtle (*Emydoides blandingii*), Spotted Turtle (*Clemmys guttata*), Intricate Fairy Shrimp (*Eubrachipus intricatus*), Four-toed Salamander (*Hemidactylium scutatum*). The Premises provide important feeding, breeding, nesting, over wintering, estivation, and migration habitat for state-listed rare species. This Conservation Restriction serves to satisfy the requirements set forth in Conservation Permit No. 005-042 DFW issued by the Commonwealth of Massachusetts Division of Fisheries and Wildlife dated _____, 2005, and a purpose of the Conservation Restriction is to provide for the protection and enhancement of habitat to benefit the Blanding's Turtle, Spotted Turtle, and other state-listed rare species, and to mitigate for impacts to the habitat of state-listed rare species associated with development of adjacent parcels of land.

Documentation of flora found on the premises include 244 taxa in 67 families with only a small percentage (3%) being non-native. Ten natural communities were identified within the boundaries of the premises; the unique land formations and their variety have thus fostered a notable diversity.

The premises are also included within areas determined to be of critical environmental concern and are thus shown on the most recent A.C.E.C. Maps.

Several properties now in the public domain and others held by quasi-public conservation organizations lie adjacent to the Premises.

The size and relative remoteness of the premises together with the limited human activity which has occurred on the premises have resulted in a significant wild like habitat and an area of unique beauty.

The preservation of the premises in an undeveloped condition, and the maintenance of the premises as a wildlife habitat with limited human activity will therefore be of benefit to the public for a variety of reasons as stated above. The permanent protection of the premises is therefore in the public interest.

IA. Management Plan

The unique characteristics of the premises set forth in Section I. above warrant the preservation of this property, but also require that it be carefully managed so as to ensure that the premises continue to provide an environment which fosters the health and diversity of the various wildlife habitats and plant communities now found on the property.

Accordingly, a component of this conservation restriction is the mandate that the landowner assess the resources, habitats, and plant communities now found on the property, and perform a baseline study of these in order that the conditions of the property be properly determined and documented.

The landowner shall also develop a Management Plan for the property, and shall consult with The Natural Heritage Endangered Species Program of The Massachusetts Department of Fisheries and Wildlife in the development of that plan which shall set forth the actions necessary to

maintain and enhance the habitats and diversity now found on the property; and 2.) limitations of and restrictions to public access so as not to allow such access to impact the wildlife habitats and areas of delicate ecology on the property (which such restrictions may in prohibitions of access to certain areas.

This Management Plan shall also be reviewed on a periodic basis, but at least every five (5) years. The Natural Heritage Endangered Species Program (or such subsequent agency as may take over the functions of N.H.E.S.P.) shall be consulted with on each occasion of such review so as to allow for the incorporation into the Management Plan if such suggestions as they may have, as well as on such occasions of significant modifications to the Management Plan which the landowner believes should occur within the five year review period specified above.

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

A. Prohibited Acts and Uses

Subject to the Exceptions set forth in Paragraph B below, the following acts and uses are prohibited on the premises.

1. Construction or placement of any buildings, structure, pavement, or other temporary or permanent structure of facility on, below, or above the premises except as provided for in Subsection B(3) below;
2. Mining, excavating, dredging, or removing from the premises soil, loam, gravel of other mineral resource or natural deposits except as provided for in Subsection B. below;
3. Placing, storing, or dumping soil, gravel, sand, rock, or other mineral deposit or resource on the premises except as provided for in Subsection B below;
4. Placing, filling, storing, or dumping on the premises refuse, trash, vehicle bodies or parts, or rubbish;
5. Cutting, removing or otherwise destroying trees, grasses, or other vegetation except as may be required for wildlife and/or woodland management or as may be needed to protect vistas, trails, and fire roads, or to remove hazards;
6. The application of pesticides, fertilizers, or herbicides of any kind except as may be necessary in the opinion of the Grantee or the Massachusetts Audubon Society for the emergency control of a pest species, noxious and/or invasive plant species, or to prevent the spread of disease, provided that all such activities and uses must be in full compliance with all applicable local, state and federal environmental regulations, including the Massachusetts Endangered Species Act;
7. Activities detrimental to drainage, flood control, erosion control, or soil conservation;
8. The hunting of wildlife, and/or the trapping of same, except as may be permitted by the Massachusetts Department of Fisheries and Wildlife as part of a program aimed at preventing the over-population of certain species to the detriment of those species and others, such program to be undertaken only following consultation with the Massachusetts

Audubon Society, the Groton Conservation Commission, and the Massachusetts Natural Heritage Endangered Species Program.

The use of off-road and similar motorized vehicles including snowmobiles, all-terrain vehicles, and motorcycles, except for emergency or maintenance vehicles;

Subdivision of the premises (unless approved by the Grantee); and

Any other use of the premises or activity which would materially impair the purposes of this restriction as set forth in Section I above unless such use or activity is necessary for the protection of the conservation uses that are the subject of the Conservation Restriction.

a. Exceptions to Otherwise Prohibited Acts and Uses

The following acts and/or uses of the premises otherwise prohibited by the provision set forth in Paragraph A above are permitted but only to the extent that such acts or uses do not materially impair significant conservation interests protected by these restrictions. The inclusions in this section of any act or use which would require any municipal or state review or approval (including without limitations approval under the Massachusetts Endangered Species Act) shall not be construed as eliminating the necessity of such review or approval.

- i. The construction, erection, use, maintenance, relocation, and/or removal of fences or gates as necessary or desirable in the opinion of the Massachusetts Audubon Society to control unauthorized use or access to ecologically sensitive areas or to facilitate authorized use of the premises;
- ii. The right to conduct or permit others to conduct management of the premises for the benefit of wildlife (including, without limitation, the planting of native, non-invasive species, the selective cutting, mowing, pruning, burning, application of herbicide by a licensed applicator, or the removal of vegetation, all as is necessary or desirable to enhance and promote varied types of wildlife habitat.
- iii. The construction, erection, use, and maintenance, relocation and removal of educational and interpretive structures which aid the use of said premises as a wildlife sanctuary; including, but not limited to wildlife viewing platforms or shelters, feeding or nesting boxes or structures, benches, and with the prior written approval of The Natural Heritage Endangered Species Program, a nature center with accessory structures and surface and subsurface improvements normally associated with the same, including a caretaker's or sanctuary director's residence, and the right to install, maintain, repair, replace, remove, and relocate utility facilities and services, including communication systems, over or under the premises, for the purpose of providing utility services to the premises and for the permitted uses thereof;

- iv. The use and maintenance of existing trails, and with the prior written approval of The Natural Heritage Endangered Species Program, the construction, erection, use, maintenance, relocation, and/or removal of additional trails, wood roads, observation blinds, boardwalks, bridges, stone walls, access roads, and parking areas on the premises as reasonably necessary in the opinion of the Massachusetts Audubon Society for the uses thereof or hereinafter permitted, or necessary and desirable to control the unauthorized use or access to ecologically sensitive areas or to facilitate the authorized use of the premises;
- v. The construction and maintenance of swales, outflows, watercourses, and appurtenant structures as may be necessary for flood control and/or wetland area management;
- vi. The construction , erection, use, maintenance, relocation, and/or removal of signs or kiosks identifying the premises and setting forth restrictions on the use of the premises, identifying ownership and/or the Grantee of the Conservation Restriction and donors of the premises, and educating the public about trails, locations, natural features, flora and fauna, and conservation values protected;
- vii. The right to use the premises for public educational purposes of the wildlife and habitats thereon, scientific research regarding the same and the installation of associated equipment for the conduct of studies on the premises by agents of and/or consultants to the Groton Conservation Commission, The Massachusetts Audubon Society or by agents of or consultants to the Society, or by the Massachusetts Natural Heritage Endangered Species Program in relation to the habitat of State listed species and actions as may be necessary for the maintenance, protection, and for enhancement of such habitat areas;
- viii. The right to allow public access to the premises for walking, birding, nature observation, study and photography, educational or fund raising activities, or similar activities compatible with the conservation values protected by this Conservation Restriction; and
- ix. The stockpiling and composting of stumps, brush limbs, or similar biodegradable materials originating on the premises in locations where the presence of such materials will not have a deleterious impact in the opinion of the Massachusetts Audubon Society on the conservation values protected by the Conservation Restriction.

III ENFORCEMENT RIGHTS OF THE GRANTEE

The rights granted shall include the following:

- A. There is Granted Hereby the right to enforce this Conservation Restriction and the rights granted thereby by appropriate legal proceedings and to obtain injunctive and/or other relief in Equity against violations of the provisions of the Conservation Restriction, including the relief requiring that the premises be restored to the condition enjoyed prior to the violation complained of.
- B. Legal and Injunctive Relief-This Conservation Restriction shall be enforceable by the Grantee and by the Commonwealth of Massachusetts, acting through the NHESP of the Massachusetts Division of Fisheries and Wildlife ("Commonwealth30 ") in the event that a breach of these restrictions by the Grantor, the fee owner of the Premises, or by a third party comes to the attention of the Grantee, the Grantee must notify the Grantor in writing of such a breach. The Grantor shall have 30 days after receipt of such notice to undertake actions, including the restoration of the Premises to its condition prior to the time of the breach complained of, that are reasonably calculated to correct swiftly the conditions constituting such a breach, provided, however, that Grantor shall have no obligation to restore conditions in existence prior to the effective date of this Conservation Restriction. If the Grantor fails to take such corrective action, the Grantee shall at its discretion undertake such actions, including appropriate legal proceedings, including obtaining injunctive and other equitable relief, as are reasonably necessary to effect such corrections, and the cost of such corrections, shall be paid by the Grantor, provided the Grantor is determined to be responsible for the breach. The Commonwealth shall have the same rights to legal and injunctive relief provided to the Grantee in this paragraph.
- C. Grantee's Disclaimer of Liability-By its acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises.
- D. Grantor' Rights-Except as expressly provided herein, Grantor shall not have any obligation to maintain the Premises but shall have the right to do so if it so elects in accordance with this Conservation Restriction.

Whenever notice to or approval by the Grantee or NHESP is required under the provisions of this Conservation Restriction, except in the case of an emergency, the Grantor shall give notice by certified mail, return receipt requested, to the Grantee and NHESP not less than (30) days prior to the date the Grantor intends to undertake the proposed activity in question. The notice shall describe the nature, scope, design, location, timetable any detail to permit the Grantee to make an informed judgment as to its consistency with the purpose of this Conservation Restriction and to monitor the proposed activity. Where the Grantee's, and/or NHESP's approvals are required, the Grantee and/or NHESP shall grant or withhold its approval by written notice, by certified mail, return receipt requested to the Grantor within thirty (30) days of receipt of the written request therefore. If Grantee and/or NHESP does not respond to the Grantor's request within said thirty (30) days in accordance with the provisions of this paragraph, The Grantor's request shall be deemed approved as to the party that did not respond.

- E. Non-Waiver-Any election by the Grantee of the Commonwealth as to the manner and timing of their rights to enforce this Conservation Restriction or otherwise exercise their rights hereunder shall not be deemed or construed to be a waiver of such rights.
- F. There is granted hereby to the Grantee and to the Natural Heritage Endangered Species Program of the Massachusetts Department of Fisheries and Wildlife the right to enter upon the Premises to ensure that the provisions of this Conservation Restriction are being adhered to with prior written notice to the landowner.

IV ACCESS

The Conservation Restriction hereby conveyed does not grant to the Grantee, to the general public, or to any other person any right to enter upon the Premises, except as follows: The Conservation Restriction hereby grants to the Grantee and the NHESP the right to enter the Premises at reasonable times and in a reasonable manner for the purpose of (i) inspecting the same to determine compliance herewith; (ii) exercising Grantee's and NHESP's rights herein, such actions to include the right to conduct scientific research and habitat preservation or management activities. The liability of Grantor with respect to any such access to said Premises shall be subject to the provisions of Section 17C of Chapter 21 of the General Laws.

The premises are a significant wildlife habitat and contain areas of delicate ecology. It is the primary intent of the donors that the unique characteristics and natural beauty of the premises be preserved and maintained, and that the wildlife habitats contained therein not be threatened by human presence or activity.

Accordingly, public access to the premises is to be limited to designated areas, and rules and regulations regarding and limiting that access as well as activities permitted or prohibited on the premises are to be determined by the owners of the underlying fee, The Massachusetts Audubon Society.

V ASSIGNABILITY

- A. The burdens of this Conservation Restriction shall run with the land in perpetuity, and shall be enforceable against the Grantor and any successor in interest holding the fee to the premises and/or a leasehold interest in the premises.
- B. The Grantee is authorized to record or file any notices, instruments, or documentation as may be necessary to ensure the perpetual enforcement of this Conservation Restriction, and the Grantor on behalf of itself and any successors in interest holding the fee to the premises appoints the Grantee as Attorney in Fact to execute, acknowledge and deliver any such instruments. The Grantor further agrees to execute any such instruments on request.
- C. It is the intention of the Grantors that this Restriction remain with the Groton Conservation Commission. Therefore, this Conservation Restriction shall be in gross and shall not be assignable by the said Groton Conservation Commission, except in the following instances:

1. as a condition of any assignment, the Groton Conservation Commission requires that the purposes of the Conservation Restriction continue to be carried out; and
2. the assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder, and under Section 32 of Chapter 184 of the General Laws as an eligible donee to receive this Conservation Restriction directly; and
3. the Groton Conservation Commission and the Groton Board of Selectmen vote, following a posted public hearing by each respective Board, that the public interest is best served by the assignment of this Conservation Restriction. For the purposes of this section, a vote in the affirmative by two-thirds of the sitting members of each respective Board shall be required.

VI MISCELLANEOUS

- A. By acceptance of this Conservation Restriction the Grantee does not undertake any liability or obligation relating to the premises, it being the understanding that control of the premises remains with the Grantor and that the Grantee's only obligations with regard to the premises are to see to the enforcement of the provisions of this Conservation Restriction.
- B. In the event a court of competent jurisdiction and authority determines any provision(s) of this Conservation Restriction to be invalid or unenforceable, the remaining provisions shall not be affected.
- C. Any failure of the Grantee to enforce the provisions hereof or election as to the manner and timing of its rights on that or a subsequent occasion.
- D. The Grantor agrees to incorporate by reference the provisions of this Conservation Restriction into any deed or other instrument of conveyance relating to the premises, or any portion thereof, including a leasehold interest.
- E. The Grantee shall provide an estoppel certificate certifying compliance with the provisions of this instrument within twenty (20) days upon the request of the Grantor.
- F. This Conservation Restriction shall become effective, and thus enforceable when it has been recorded with the Middlesex County South District Registry of Deeds subsequent to the execution by the Grantor and the administrative approvals as required in Section 32 of Chapter 184.
- G. The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantor(s) on behalf of themselves and their successors and assigns appoint the Grantee their attorney-in-fact to execute, acknowledge and deliver any such instruments on their behalf. Without

limiting the foregoing, the Grantor(s) and their successors and assigns agree themselves to execute any such instruments upon request.

- H. Approval of this Conservation Restriction pursuant to M.G.L. Chapter 184, Section 32 by any municipal officials and by the Secretary of Environmental Affairs is not to be construed as representing 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.

In Witness Whereof the said Fox Meadow Realty Corporation has caused this document to be executed and its Seal to be affixed hereto, this _____ day _____

Fox Meadow Realty Corporation, by

David C. Moulton, its officer duly authorized

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

2005

Then appeared David C. Moulton who provided satisfactory evidence of his identity in the form of a current United States Passport and acknowledged that he executed the foregoing as the free act and deed of said corporation, before me

Robert L. Collins

My commission expires: 12/19/08

Conservation Commission Approval

We, the undersigned members of the Groton Conservation Commission, being at least a majority of the Conservation Commission for the Town of Groton, a municipality duly organized under the laws of the Commonwealth of Massachusetts situated in Middlesex County, hereby certify that at a meeting duly held on _____, the Conservation Commission voted to approve the foregoing Conservation Restriction pursuant to the provisions of Chapter 40, Section 8C of the General Laws.

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

2005

Then personally appeared before me _____, _____, _____, _____, and _____, and proved to me through satisfactory evidence, in the form of a current Massachusetts Driver's License, to be the individuals whose names are signed above, and acknowledged to me that each signed it voluntarily as members of the Groton Conservation Commission for the purposes stated therein, before me

Notary Public

My commission expires:

Approval by Selectmen

We, the undersigned, being at least a majority of the Selectmen for the town of Groton, a municipality duly organized under the laws of the Commonwealth of Massachusetts situated in Middlesex County, hereby certify that at a meeting duly held _____, the Board of Selectmen voted to approve the foregoing Conservation Restriction pursuant to the provisions of Chapter 184, Section 32 of the General Laws and C.4, 5.8c

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

2005

Then personally appeared before me _____, _____, _____, _____, and _____, and proved to me through satisfactory evidence, in the form of a current Massachusetts Driver's License, to be the individuals whose names are signed above, and acknowledged to me that each signed it voluntarily as members of the Groton Conservation Commission for the purposes stated therein, before me

Notary Public
My commission expires:

ROBERT L. COLLINS
2 PRESCOTT STREET
P.O. BOX 2081
WESTFORD,
MASSACHUSETTS 01686

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

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

Dated: _____, 2005

Secretary of Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

2005

Then personally appeared before me the above-named _____,
and proved to me through satisfactory evidence of identification, which was (personal knowledge of identity) (a current driver's license) (a current U. S. Passport) to be the person whose name is signed on the document and acknowledged to me that he/she signed it voluntarily as Secretary of Environmental Affairs for the Commonwealth of Massachusetts, for its stated purpose.

Notary Public

My commission expires:

In Witness Whereof the said Long Pond Realty, LLC, has caused this document to be executed and its Seal to be affixed hereto, this _____ date if _____.

Long Pond Realty, LLC, by

Robert L. Lacombe, Manager

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

2005

Then appeared Robert L. Lacombe who provided satisfactory evidence of his identity in the form of a current United States Passport and acknowledged that he executed the foregoing as the free act and deed of said company, before me

Robert L. Collins
My commission expires: 12/19/08

ROBERT L. COLLINS
2 PRESCOTT STREET
P.O. BOX 2081
WESTFORD,
MASSACHUSETTS 01886

ROBERT L. COLLINS
2 PRESOTT STREET
P O BOX 2081
WESTFORD,
MASSACHUSETTS 01086

EXHIBIT A

The Premises conveyed hereby are shown as Parcels 2-A and B-2 on a plan entitled "Rocky Hill" prepared by R. Wilson and Associates, which said plan is duly recorded with the Middlesex South District Registry of Deeds as Plan No. _____ of 2005.

ROBERT L. COLLINS
2 PRESCOTT STREET
P.O. BOX 2081
WESTFORD,
MASSACHUSETTS 01886

ATTACHMENT 2

GROTON : PARCELS 13-1, C, & D

DEED OF CONSERVATION RESTRICTION

Fox Meadow Realty Corporation, a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts with offices in said Groton,

does Hereby Grant and Convey with Quitclaim Covenants, to the **Town of Groton**, a municipality duly organized and existing under the laws of said Commonwealth and situated in Middlesex County,, to be administered by the Groton Conservation Commission,

CONSERVATION RESTRICTION, in perpetuity, and exclusively for conservation purposes pursuant to the provisions of Section 31 through 33 inclusive of Chapter 184 of the Massachusetts General Laws (as may be amended from time to time),

on and over the premises situated at the Rocky Hill Subdivision in said Groton comprised of approximately 387 acres, and are bounded and described as set forth in Exhibit A which is attached hereto and made a part hereof (said property is hereinafter referred to in this document as "the premises").

I. PURPOSES

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the Massachusetts General Laws. Its purpose is to assure that the premises will be retained in perpetuity predominantly in their natural, scenic, and open condition, and to prevent any use of the premises that will impair or interfere with the conservation values of the premises, which contain qualities which warrant protection, and the protection of which will be of benefit to the public.

The premises which are comprised of some ____ acres of land are largely wooded, and provide a visual buffer and wildlife corridor.

Several properties now in the public domain and others held by quasi-public conservation organizations lie adjacent to the Premises.

The preservation of the premises in an undeveloped condition, and the maintenance of the premises as a wildlife habitat with limited human activity will therefore be of benefit to the public for a variety of reasons as stated above. The permanent protection of the premises is therefore in the public interest.

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

A. Prohibited Acts and Uses

Subject to the Exceptions set forth in Paragraph B below, the following acts and uses are prohibited on the premises.

1. Construction or placement of any buildings, structure, pavement, or other temporary or permanent structure of facility on, below, or above the premises except as provided for in Subsection B(3) below;
2. Mining, excavating, dredging, or removing from the premises soil, loam, gravel or other mineral resource or natural deposits except as provided for in Subsection B. below;
3. Placing, storing, or dumping soil, gravel, sand, rock, or other mineral deposit or resource on the premises except as provided for in Subsection B below;
4. Placing, filling, storing, or dumping on the premises refuse, trash, vehicle bodies or parts, or rubbish;
5. Cutting, removing or otherwise destroying trees, grasses, or other vegetation except as may be required for wildlife and/or woodland management or as may be needed to protect vistas, trails, and fire roads, or to remove hazards;
6. The application of pesticides, fertilizers, or herbicides of any kind except as may be necessary in the opinion of the Grantee or the Massachusetts Audubon Society for the emergency control of a pest species, noxious and/or invasive plant species, or to prevent the spread of disease, provided that all such activities and uses must be in full compliance with all applicable local, state and federal environmental regulations, including the Massachusetts Endangered Species Act;
7. Activities detrimental to drainage, flood control, erosion control, or soil conservation;
8. The hunting of wildlife, and/or the trapping of same, except as may be permitted by the Massachusetts Division of Fisheries and Wildlife as part of a program aimed at preventing the over-population of certain species to the detriment of those species and others, such program to be undertaken only following consultation with the Massachusetts Audubon Society, the Groton Conservation Commission, and the Massachusetts Natural Heritage Endangered Species Program.
9. The use of off-road and similar motorized vehicles including snowmobiles, all-terrain vehicles, and motorcycles, except for emergency or maintenance vehicles;
10. Subdivision of the premises (unless approved by the Grantee); and
11. Any other use of the premises or activity which would materially impair the purposes of this restriction as set forth in Section I above unless such use or activity is necessary for the protection of the conservation uses that are the subject of the Conservation Restriction.

B. Exceptions to Otherwise Prohibited Acts and Uses

The following acts and/or uses of the premises otherwise prohibited by the provisions set forth in Paragraph A above are permitted but only to the extent that such acts or uses do not materially impair significant conservation interests protected by these restrictions. The inclusions in this section of any act or use which would require any municipal or state review

or approval (including without limitations approval under the Massachusetts Endangered Species Act) shall not be construed as eliminating the necessity of such review or approval.

1. The construction, erection, use, maintenance, relocation, and/or removal of fences or gates as necessary or desirable in the opinion of the Massachusetts Audubon Society to control unauthorized use or access to ecologically sensitive areas or to facilitate authorized use of the premises;
2. The right to conduct or permit others to conduct management of the premises for the benefit of wildlife (including, without limitation, the planting of native, non-invasive species, the selective cutting, mowing, pruning, burning, application of herbicide by a licensed applicator, or the removal of vegetation, all as is necessary or desirable to enhance and promote varied types of wildlife habitat.
3. The construction, erection, use, and maintenance, relocation and removal of a common subsurface sewerage disposal system serving the adjacent property.
4. The use and maintenance of existing trails, and with the prior written approval of The Natural Heritage Endangered Species Program, the construction, erection, use, maintenance, relocation, and/or removal of additional trails, wood roads, observation blinds, boardwalks, bridges, stone walls, access roads, and parking areas on the premises as reasonably necessary for the uses thereof or hereinafter permitted, or necessary and desirable to control the unauthorized use or access to ecologically sensitive areas or to facilitate the authorized use of the premises;
5. The construction and maintenance of swales, outflows, watercourses, and appurtenant structures as may be necessary for flood control and/or wetland area management;
6. The construction, erection, use, maintenance, relocation, and/or removal of signs identifying the premises and setting forth restrictions on the use of the premises, identifying ownership and/or the Grantee of the Conservation Restriction and donors of the premises, and educating the public about trails, locations, natural features, flora and fauna, and conservation values protected;
7. The right to use the premises for public educational purposes of the wildlife and habitats thereon, scientific research regarding the same and the installation of associated equipment for the conduct of studies on the premises by agents of and/or consultants to the Groton Conservation Commission, the Massachusetts Audubon Society or by agents of or consultants to the Society, or by the Massachusetts Natural Heritage Endangered Species Program in relation to the habitat of State listed species and actions as may be necessary for the maintenance, protection, and for enhancement of such habitat areas;
8. The right to allow public access to the premises for walking, birding, nature observation, study and photography, educational activities, or similar activities compatible with the conservation values protected by this Conservation Restriction; and

9. The stockpiling and composting of stumps, brush limbs, or similar biodegradable materials originating on the premises in locations where the presence of such materials will not have a deleterious impact on the conservation values protected by the Conservation Restriction.

III ENFORCEMENT RIGHTS OF THE GRANTEE

The rights granted shall include the following:

- A. There is Granted Hereby the right to enforce this Conservation Restriction and the rights granted thereby by appropriate legal proceedings and to obtain injunctive and/or other relief in Equity against violations of the provisions of the Conservation Restriction, including the relief requiring that the premises be restored to the condition enjoyed prior to the violation complained of.
- B. Legal and Injunctive Relief-This Conservation Restriction shall be enforceable by the Grantee and by the Commonwealth of Massachusetts, acting through the NHESP of the Massachusetts Division of Fisheries and Wildlife ("Commonwealth") in the event that a breach of these restrictions by the Grantor, the fee owner of the Premises, or by a third party comes to the attention of the Grantee, the Grantee must notify the Grantor in writing of such a breach. The Grantor shall have 30 days after receipt of such notice to undertake actions, including the restoration of the Premises to its condition prior to the time of the breach complained of, that are reasonably calculated to correct swiftly the conditions constituting such a breach, provided, however, that Grantor shall have no obligation to restore conditions in existence prior to the effective date of this Conservation Restriction. If the Grantor fails to take such corrective action, the Grantee shall at its discretion undertake such actions, including appropriate legal proceedings, including obtaining injunctive and other equitable relief, as are reasonably necessary to effect such corrections, and the cost of such corrections, shall be paid by the Grantor, provided the Grantor is determined to be responsible for the breach. The Commonwealth shall have the same rights to legal and injunctive relief provided to the Grantee in this paragraph.
- C. Grantee's Disclaimer of Liability-By its acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises.
- D. Grantor' Rights-Except as expressly provided herein, Grantor shall not have any obligation to maintain the Premises but shall have the right to do so if it so elects in accordance with this Conservation Restriction.

Whenever notice to or approval by the Grantee or NHESP is required under the provisions of this Conservation Restriction, except in the case of an emergency, the Grantor shall give notice by certified mail, return receipt requested, to the Grantee and NHESP not less than (30) days prior to the date the Grantor intends to undertake the proposed activity in question. The notice shall describe the nature, scope, design, location, timetable any detail to permit the Grantee to make an informed judgment as to its consistency with the purpose of this Conservation Restriction and to monitor the proposed activity. Where the Grantee's, and/or NHESP's approvals are required, the Grantee and/or NHESP shall grant or withhold its approval by written notice, by certified mail, return receipt requested to the Grantor within thirty (30) days of receipt of the written request therefore. If Grantee and/or NHESP does not respond to the

Grantor's request within said thirty (30) days in accordance with the provisions of this paragraph, The Grantor's request shall be deemed approved as to the party that did not respond.

- E. Non-Waiver-Any election by the Grantee of the Commonwealth as to the manner and timing of their rights to enforce this Conservation Restriction or otherwise exercise their rights hereunder shall not be deemed or construed to be a waiver of such rights.
- F. There is granted hereby to the Grantee and to the Natural Heritage Endangered Species Program of the Massachusetts Department of Fisheries and Wildlife the right to enter upon the Premises to ensure that the provisions of this Conservation Restriction are being adhered to with prior written notice to the landowner.

IV ACCESS

The Conservation Restriction hereby conveyed does not grant to the Grantee, to the general public, or to any other person any right to enter upon the Premises, except as follows: The Conservation Restriction hereby grants to the Grantee and the NHESP the right to enter the Premises at reasonable times and in a reasonable manner for the purpose of (i) inspecting the same to determine compliance herewith; (ii) exercising Grantee's and NHESP's rights herein, such actions to include the right to conduct scientific research and habitat preservation or management activities. The liability of Grantor with respect to any such access to said Premises shall be subject to the provisions of Section 17C of Chapter 21 of the General Laws.

The premises are a significant wildlife habitat and contain areas of delicate ecology. It is the primary intent of the donors that the unique characteristics and natural beauty of the premises be preserved and maintained, and that the wildlife habitats contained therein not be threatened by human presence or activity.

Accordingly, public access to the premises is to be limited to designated areas, and rules and regulations regarding and limiting that access as well as activities permitted or prohibited on the premises are to be determined by the owners of the underlying fee, The Massachusetts Audubon Society.

V ASSIGNABILITY

- A. The burdens of this Conservation Restriction shall run with the land in perpetuity, and shall be enforceable against the Grantor and any successor in interest holding the fee to the premises and/or a leasehold interest in the premises.
- B. The Grantee is authorized to record or file any notices, instruments, or documentation as may be necessary to ensure the perpetual enforcement of this Conservation Restriction, and the Grantor on behalf of itself and any successors in interest holding the fee to the premises appoints the Grantee as Attorney in Fact to execute, acknowledge and deliver any such instruments. The Grantor further agrees to execute any such instruments on request.
- C. It is the intent of the Grantors that this Restriction remain with the Groton Conservation Commission. Therefore, this Conservation Restriction shall be in gross and shall not be assignable by the said Groton Conservation Commission, except in the following instances:

1. as a condition of any assignment, the Groton Conservation Commission requires that the purposes of the Conservation Restriction continue to be carried out; and
2. the assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1989, as amended, and the applicable regulations thereunder, and under Section 32 of Chapter 184 of the General Laws as an eligible donee to receive this Conservation Restriction directly; and
3. the Groton Conservation Commission and the Groton Board of Selectmen vote, following a posted public hearing by each respective Board, that the public interest is best served by the assignment of this Conservation Restriction. For the purposes of this section, a vote in the affirmative by two-thirds of the sitting members of each respective Board shall be required.

VI MISCELLANEOUS

- A. By acceptance of this Conservation Restriction the Grantee does not undertake any liability or obligation relating to the premises, it being the understanding that control of the premises remains with the Grantor and that the Grantee's only obligations with regard to the premises are to see to the enforcement of the provisions of this Conservation Restriction.
- B. In the event a court of competent jurisdiction and authority determines any provision(s) of this Conservation Restriction to be invalid or unenforceable, the remaining provisions shall not be affected.
- C. Any failure of the Grantee to enforce the provisions hereof or election as to the manner and timing of its rights on that or a subsequent occasion.
- D. The Grantor agrees to incorporate by reference the provisions of this Conservation Restriction into any deed or other instrument of conveyance relating to the premises, or any portion thereof, including a leasehold interest.
- E. The Grantee shall provide an estoppel certificate certifying compliance with the provisions of this instrument within twenty (20) days upon the request of the Grantor.
- F. This Conservation Restriction shall become effective, and thus enforceable when it has been recorded with the Middlesex County South District Registry of Deeds subsequent to the execution by the Grantor and the administrative approvals as required in Section 32 of Chapter 184.
- G. The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantor(s) on behalf of themselves and their successors and assigns appoint the Grantee their attorney-in-fact to execute, acknowledge and deliver any such instruments on their behalf. Without limiting the foregoing, the Grantor(s) and their successors and assigns agree themselves to execute any such instruments upon request.

H. Approval of this Conservation Restriction pursuant to M.G.L. Chapter 184, Section 32 by any municipal officials and by the Secretary of Environmental Affairs is not to be construed as representing 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.

- References in this document to the Massachusetts Division of Fisheries and Wildlife and to the Natural Heritage Endangered Species Program shall be construed to mean such successor governmental agencies as may succeed to the responsibilities of or replace those agencies in the future.

In Witness Whereof the said Fox Meadow Realty Corporation has caused this document to be executed and its Seal to be affixed hereto, this _____ day _____

Fox Meadow Realty Corporation, by

David C. Moulton, its officer duly authorized

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

2005

Then appeared David C. Moulton who provided satisfactory evidence of his identity in the form of a current United States Passport and acknowledged that he executed the foregoing as the free act and deed of said corporation, before me

Robert L. Collins
My commission expires: 12/19/08

Conservation Commission Approval

We, the undersigned members of the Groton Conservation Commission, being at least a majority of the Conservation Commission for the Town of Groton, a municipality duly organized under the laws of the Commonwealth of Massachusetts situated in Middlesex County, hereby certify that at a meeting duly held on _____, the Conservation Commission voted to approve the foregoing Conservation Restriction pursuant to the provisions of Chapter 40, Section 8C of the General Laws.

ROBERT L. COLLINS
2 PRESCOTT STREET
P. O. BOX 2081
WESTFORD,
MASSACHUSETTS 01886

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

2005

Then personally appeared before me _____, _____,
_____, _____, and _____, and proved to me
through satisfactory evidence, in the form of a current Massachusetts Driver's License, to be the
individuals whose names are signed above, and acknowledged to me that each signed it voluntarily
as members of the Groton Conservation Commission for the purposes stated therein, before me

Notary Public

My commission expires:

Approval by Selectmen

We, the undersigned, being at least a majority of the Selectmen for the town of Groton, a municipality duly organized under the laws of the Commonwealth of Massachusetts situated in Middlesex County, hereby certify that at a meeting duly held _____, the Board of Selectmen voted to approve the foregoing Conservation Restriction pursuant to the provisions of Chapter 184, Section 32 of the General Laws and C.4, 5.8c

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

2005

Then personally appeared before me _____, _____, _____, and _____-, and proved to me through satisfactory evidence, in the form of a current Massachusetts Driver's License, to be the individuals whose names are signed above, and acknowledged to me that each signed it voluntarily as members of the Groton Conservation Commission for the purposes stated therein, before me

Notary Public
My commission expires:

ROBERT L. COLLINS
2 PRESCOTT STREET
P.O. BOX 2081
WESTFORD,
MASSACHUSETTS 01886

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

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

Dated: _____, 2005

Secretary of Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

2005

Then personally appeared before me the above-named _____,
and proved to me through satisfactory evidence of identification, which was (personal knowledge of identity) (a current driver's license) (a current U. S. Passport) to be the person whose name is signed on the document and acknowledged to me that he/she signed it voluntarily as Secretary of Environmental Affairs for the Commonwealth of Massachusetts, for its stated purpose.

Notary Public

My commission expires:

EXHIBIT A

The Premises conveyed hereby are shown as Parcels B-1, C, and D on a plan entitled "Rocky Hill" prepared by R. Wilson and Associates, which said plan is duly recorded with the Middlesex South District Registry of Deeds as Plan No. _____ of 2005.

ATTACHMENT 3

GROTON PARCEL A

DEED IN TRUST

Fox Meadow Realty Corporation a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts with offices in Groton, Middlesex, Massachusetts

In consideration of the sum of one (\$1.00) dollar

Grants to the Town of Groton, a municipality duly organized and existing under the laws of the Commonwealth of Massachusetts, situated in Middlesex County, to be administered by the Conservation Commission pursuant to the provisions of Chapter 40, Section 8C of the General Laws, IN TRUST NEVERTHELESS,

The premises hereinafter described on Exhibit A attached hereto to have and to hold said land in perpetuity as public property for the purposes of public enjoyment for the Citizens of the Town of Groton by the preservation of clean air and water, freedom from excessive and un-necessary noise, and the natural, scenic, historic, and aesthetic qualities of the environment within said premises and to create thereon walking trails connecting with adjacent properties so that the solitude of nature might be enjoyed; and to allow for the preservation and enhancement of the habitat value of the premises for species which are protected by the Massachusetts Endangered Species Act.

It is the intent of the Grantor, and a condition of the Trust by which the Grantee accepts the donation of this land, that the premises be retained in their natural, scenic, and open condition, and to prevent any use of the premise that will impair or interfere with the conservation values of the premises as a viable habitat for rare and protected species of wildlife and plant species; any change of use for the said premises, or conveyance thereof by the Grantee shall require the approval of the Grantor, and shall further be governed by Article XCVII of the Constitution of the Commonwealth of Massachusetts.

There is further granted the right for said Groton Conservation Commission to establish such rules and restrictions as to the use of said premises as may be necessary for the enjoyment and preservation of the said premises granted hereby and to enforce the terms of this Trust, which said right of enforcement shall be shared and may be exercised by both the said Commission and by the Natural Heritage Endangered Species Program of the Massachusetts Division of Fisheries and Wildlife.

This conveyance is made subject to the following restrictions:

The premises are conveyed subject to the following Conservation Restrictions defined and authorized by Chapter 184, Sections 31 through 33 inclusive of the Massachusetts General Laws, and are conveyed with the intent that the Premises described in this deed will be retained in perpetuity in their natural condition for conservation purposes for the protection of natural habitats and environmental systems and for the enjoyment of the public (to the extent that such enjoyment does not negatively impact the natural habitats and environmental systems).

PROHIBITED ACTS AND USES, EXCEPTIONS, THERETO, AND PERMITTED USES;

A. Prohibited Acts and Uses

Subject to the Exceptions set forth in Paragraph B below, the following acts and uses are prohibited on the premises, and neither the Town of Groton, nor its successors or assigns, will perform the following acts on the premises conveyed hereby nor permit others to use or perform them thereon:

1. Construction of the placement of any buildings, structure, pavement, or other temporary or permanent structure of facility on, below, or above the premises except as provided for in Subsection B(3) below;
2. Mining, excavating, dredging, or removing from the premises soil, loam, gravel or other mineral resource or natural deposits except as may be required for the maintenance of the premises as a wildlife habitat and conservation area;
3. Placing, storing, or dumping soil, gravel, sand, rock, or other mineral deposit or resource on the premises except as may be required for the and/or maintenance of trails or fire roads;
4. Placing, filling, storing, or dumping on the premises refuse, trash, vehicle bodies or parts, or rubbish;
5. Cutting, removing or otherwise destroying trees, grasses, or other vegetation except as may be required for woodland management or as may be needed to prevent non native invasive species from obliterating native species;
6. The application of pesticides, fertilizers, or herbicides of any kind except as may be necessary in the opinion of the Grantee for the emergency control of a pest species, noxious and/or invasive plant species, or to prevent the spread of diseases;
7. Activities detrimental to drainage, flood control, erosion control, or soil conservation;
8. The hunting of wildlife, and/or the trapping of same, except as may be permitted by the Massachusetts Department of Fisheries and Wildlife as part of a program aimed at preventing the over population of certain species to the detriment of those species and others;
9. The use of off-road and similar motorized vehicles including snowmobiles, all-terrain vehicles, and motorcycles, except for emergency or maintenance vehicles;
10. Subdivision of the premises (unless approved by the Grantee); and
11. Any other use of the premises or activity which would materially impair the purposes of this restriction as set forth in Section I above unless such use or activity is necessary for the protection of the conservation uses that are the subject of the Conservation Restriction.

B. Exceptions to Otherwise Prohibited Acts and Uses

The following acts and/or uses of the premises otherwise prohibited by the provisions set forth in Paragraph A above are permitted but only to the extent that such acts or uses do not

materially impair significant conservation interests or negatively impact habitat areas of species subject to protection under the Massachusetts Endangered Species Act:

1. The construction, erection, use, maintenance, relocation, and/or removal of fences or gates as necessary or desirable in the opinion of the Grantee to control unauthorized use of the premises;
2. The right to conduct or permit others to conduct management of the premises for the benefit of wildlife (including without limitation, the planting of native, non-invasive species, the selective cutting, mowing, pruning, burning, application of herbicide by a licensed applicator, or the removal of vegetation) all as is necessary or desirable to enhance and promote varied types of wildlife habitat.
3. The construction, erection, use, maintenance, relocation and removal of structures which aid the use of said premises as a wildlife sanctuary, including, but not limited to wildlife nesting areas or shelter, feeding or nesting boxes and wildlife barriers intended to direct wildlife away from roadways;
4. The use and maintenance of existing trails, and with the prior written approval of The Natural Heritage Endangered Species Program, the construction, erection, use, maintenance; relocation , and/or removal of additional trails, wood roads, observation blinds, boardwalks, bridges, and stone walls;
5. The construction and maintenance of swales, outflows, watercourses, and appurtenant structures as may be necessary for flood control, wetland area management, and/or stormwater runoff (the latter only in areas delineated on the subdivision plan as portions of the Stormwater Management System).
6. The construction, erection, use, maintenance, relocation, and/or removal of signs identifying the premises and setting forth restrictions on the use of the premises, identifying the ownership and donors of the premises, and educating the public about trails, locations, natural features, flora and fauna, and the conservation values protected by public ownership of the premises;
7. The conduct of studies and the installation of associated equipment on the premises by agents of and/or consultants to the said Conservation Commission, or by the Conservation Commission itself, or by The Massachusetts Natural Heritage Endangered Species Program in relation to the habitat areas located thereon or to engage in any other research, monitoring, or management activities intended to benefit any state-listed rare species;
8. The creation and maintenance of nesting habitat for any species found on the premises, including state-listed rare species by the said Conservation Commission, its agents or licensees, or by The Natural Heritage Endangered Species Program.

ENFORCEMENT OF THE RESTRICTIONS SET FORTH IN THIS DEED IN TRUST

The restrictions set forth herein shall be enforceable by the Grantor, its assigns, by any legal resident of the said Town, and by the Commonwealth of Massachusetts, acting through The Natural Heritage Endangered Species Program of the Massachusetts Division of Fisheries and Wildlife or by such governmental agencies as may in the future succeed to the responsibilities of or replace those agencies in the future. In the event of a breach of the restrictions set forth herein by the owner of the premises, notice shall be given to the said owner of such breach or violation, and the owner shall have thirty (30) days after receipt of such notice to take such actions, including the restoration of the premises to their condition prior to the conditions constituting such breach or violation, thereafter, should satisfactory corrective actions not be taken, this Deed in Trust, and the restrictions contained herein, shall be enforceable by appropriate legal proceedings including injunctive relief. The failure by any person or entity to fail to enforce the provisions hereof shall not preclude enforcement on subsequent occasions.

In Witness Whereof the said Fox Meadow Realty Corporation has caused this document to be executed and its Seal to be affixed hereto, this _____ day _____

Fox Meadow Realty Corporation, by

David C. Moulton, its officer duly authorized

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

2005

Then appeared David C. Moulton who provided satisfactory evidence of his identity in the form of a current United States Passport and acknowledged that he executed the foregoing as the free act and deed of said corporation, before me

Robert L. Collins
My commission expires: 12/19/08

EXHIBIT A

The Premises conveyed hereby are shown as Parcel A on a plan entitled "Rocky Hill" prepared by R. Wilson and Associates, which said plan is duly recorded with the Middlesex South District Registry of Deeds as Plan No. _____ of 2005.

ATTACHMENT 4

Ayer PARCELS

DEED IN TRUST

Fox Meadow Realty Corporation a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts with offices in Groton, Middlesex, Massachusetts

In consideration of the sum of one (\$1.00) dollar

Grants to the Town of Ayer, a municipality duly organized and existing under the laws of the Commonwealth of Massachusetts, situated in Middlesex County, to be administered by the Conservation Commission pursuant to the provisions of Chapter 40, Section 8C of the General Laws, IN TRUST NEVERTHELESS,

The premises hereinafter described on Exhibit A attached hereto to have and to hold said land in perpetuity as public property for the purposes of public enjoyment for the Citizens of the Town of Ayer by the preservation of clean air and water, freedom from excessive and un-necessary noise, and the natural, scenic, historic, and aesthetic qualities of the environment within said premises and to create thereon walking trails connecting with adjacent properties so that the solitude of nature might be enjoyed; and to allow for the preservation and enhancement of the habitat value of the premises for species which are protected by the Massachusetts Endangered Species Act.

It is the intent of the Grantor, and a condition of the Trust by which the Grantee accepts the donation of this land, that the premises be retained in their natural, scenic, and open condition, and to prevent any use of the premise that will impair or interfere with the conservation values of the premises as a viable habitat for rare and protected species of wildlife and plant species; any change of use for the said premises, or conveyance thereof by the Grantee shall require the approval of the Grantor, and shall further be governed by Article XCVII of the Constitution of the Commonwealth of Massachusetts.

There is further granted the right for said Ayer Conservation Commission to establish such rules and restrictions as to the use of said premises as may be necessary for the enjoyment and preservation of the said premises granted hereby and to enforce the terms of this Trust, which said right of enforcement shall be shared and may be exercised by both the said Commission and by the Natural Heritage Endangered Species Program of the Massachusetts Division of Fisheries and Wildlife.

This conveyance is made subject to the following restrictions:

The premises are conveyed subject to the following Conservation Restrictions defined and authorized by Chapter 184, Sections 31 through 33 inclusive of the Massachusetts General Laws, and are conveyed with the intent that the Premises described in this deed will be retained in perpetuity in their natural condition for conservation purposes for the protection of natural habitats and environmental systems and for the enjoyment of the public (to the extent that such enjoyment does not negatively impact the natural habitats and environmental systems).

PROHIBITED ACTS AND USES, EXCEPTIONS, THERETO, AND PERMITTED USES;

A. Prohibited Acts and Uses

Subject to the Exceptions set forth in Paragraph B below, the following acts and uses are prohibited on the premises, and neither the Town of Ayer, nor its successors or assigns, will perform the following acts on the premises conveyed hereby nor permit others to use or perform them thereon:

1. Construction of the placement of any buildings, structure, pavement, or other temporary or permanent structure of facility on, below, or above the premises except as provided for in Subsection B(3) below;
2. Mining, excavating, dredging, or removing from the premises soil, loam, gravel or other mineral resource or natural deposits except as may be required for the maintenance of the premises as a wildlife habitat and conservation area;
3. Placing, storing, or dumping soil, gravel, sand, rock, or other mineral deposit or resource on the premises except as may be required for the and/or maintenance of trails or fire roads;
4. Placing, filling, storing, or dumping on the premises refuse, trash, vehicle bodies or parts, or rubbish;
5. Cutting, removing or otherwise destroying trees, grasses, or other vegetation except as may be required for woodland management or as may be needed to prevent non native invasive species from obliterating native species;
6. The application of pesticides, fertilizers, or herbicides of any kind except as may be necessary in the opinion of the Grantee for the emergency control of a pest species, noxious and/or invasive plant species, or to prevent the spread of diseases;
7. Activities detrimental to drainage, flood control, erosion control, or soil conservation;
8. The hunting of wildlife, and/or the trapping of same, except as may be permitted by the Massachusetts Department of Fisheries and Wildlife as part of a program aimed at preventing the over population of certain species to the detriment of those species and others;
9. The use of off-road and similar motorized vehicles including snowmobiles, all-terrain vehicles, and motorcycles, except for emergency or maintenance vehicles;
10. Subdivision of the premises (unless approved by the Grantee); and
11. Any other use of the premises or activity which would materially impair the purposes of this restriction as set forth in Section I above unless such use or activity is necessary for the protection of the conservation uses that are the subject of the Conservation Restriction.

B. Exceptions to Otherwise Prohibited Acts and Uses

The following acts and/or uses of the premises otherwise prohibited by the provisions set forth in Paragraph A above are permitted but only to the extent that such acts or uses do not

materially impair significant conservation interests or negatively impact habitat areas of species subject to protection under the Massachusetts Endangered Species Act:

1. The construction, erection, use, maintenance, relocation, and/or removal of fences or gates as necessary or desirable in the opinion of the Grantee to control unauthorized use of the premises;
2. The right to conduct or permit others to conduct management of the premises for the benefit of wildlife (including without limitation, the planting of native, non-invasive species, the selective cutting, mowing, pruning, burning, application of herbicide by a licensed applicator, or the removal of vegetation) all as is necessary or desirable to enhance and promote varied types of wildlife habitat.
3. The construction, erection, use, maintenance, relocation and removal of structures which aid the use of said premises as a wildlife sanctuary, including, but not limited to wildlife nesting areas or shelter, feeding or nesting boxes and wildlife barriers intended to direct wildlife away from roadways;
4. The use and maintenance of existing trails, and with the prior written approval of The Natural Heritage Endangered Species Program, the construction, erection, use, maintenance, relocation , and/or removal of additional trails, wood roads, observation blinds, boardwalks, bridges, and stone walls;
5. The construction and maintenance of swales, outflows, watercourses, and appurtenant structures as may be necessary for flood control, wetland area management, and/or stormwater runoff (the latter only in areas delineated on the subdivision plan as portions of the Stormwater Management System).
6. The construction, erection, use, maintenance, relocation, and/or removal of signs identifying the premises and setting forth restrictions on the use of the premises, identifying the ownership and donors of the premises, and educating the public about trails, locations, natural features, flora and fauna, and the conservation values protected by public ownership of the premises;
7. The conduct of studies and the installation of associated equipment on the premises by agents of and/or consultants to the said Conservation Commission, or by the Conservation Commission itself, or by The Massachusetts Natural Heritage Endangered Species Program in relation to the habitat areas located thereon or to engage in any other research, monitoring, or management activities intended to benefit any state-listed rare species;
8. The creation and maintenance of nesting habitat for any species found on the premises, including state-listed rare species by the said Conservation Commission, its agents or licensees, or by The Natural Heritage Endangered Species Program.

ENFORCEMENT OF THE RESTRICTIONS SET FORTH IN THIS DEED IN TRUST

The restrictions set forth herein shall be enforceable by the Grantor, its assigns, by any legal resident of the said Town, and by the Commonwealth of Massachusetts, acting through The Natural Heritage Endangered Species Program of the Massachusetts Division of Fisheries and Wildlife or by such governmental agencies as may in the future succeed to the responsibilities of or replace those agencies in the future. In the event of a breach of the restrictions set forth herein by the owner of the premises, notice shall be given to the said owner of such breach or violation, and the owner shall have thirty (30) days after receipt of such notice to take such actions, including the restoration of the premises to their condition prior to the conditions constituting such breach or violation, thereafter, should satisfactory corrective actions not be taken, this Deed in Trust, and the restrictions contained herein, shall be enforceable by appropriate legal proceedings including injunctive relief. The failure by any person or entity to fail to enforce the provisions hereof shall not preclude enforcement on subsequent occasions.

In Witness Whereof the said Fox Meadow Realty Corporation has caused this document to be executed and its Seal to be affixed hereto, this _____ day _____

Fox Meadow Realty Corporation, by

David C. Moulton, its officer duly authorized

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

2005

Then appeared David C. Moulton who provided satisfactory evidence of his identity in the form of a current United States Passport and acknowledged that he executed the foregoing as the free act and deed of said corporation, before me

Robert L. Collins
My commission expires: 12/19/08

EXHIBIT A

The Premises conveyed hereby are shown as Parcels A, B, C-1, C-2, C-3, D, E, F, and G on a plan entitled "Stratton Hill" prepared by R. Wilson and Associates, which said plan is duly recorded with the Middlesex South District Registry of Deeds as Plan No. _____ of 2005.

ROBERT L. COLLINS
2 PRESCOTT STREET
P.O. BOX 2081
WESTFORD,
MASSACHUSETTS 01886

