

PACKET

NOV 21

2016

Mainstone

PURCHASE AND SALE AGREEMENT

This ____ day of November, 2016

1. **PARTIES AND MAILING ADDRESSES.** Devens H. Hamlen of Wayland, MA, Margery M. Hamlen of Boston, MA and Margery M. Hamlen and Michael E. Mooney as Trustees of Mainstone Farm Land Trust u/d/t dated April 1, 1991, recorded with the Middlesex South District Registry of Deeds in Book 21128, Page 79, with an address of c/o Nutter McClennen & Fish, LLP, Seaport West, 155 Seaport Boulevard, Boston, MA 02110, hereinafter called the "SELLERS", agree to sell and Sudbury Valley Trustees, Inc., a Massachusetts not-for-profit corporation with a mailing address of 18 Wolbach Road, Sudbury, Massachusetts, 01776 and the Town of Wayland, a Massachusetts municipal corporation acting by and through its Conservation Commission, with a mailing address of 41 Cochituate Road, Wayland, MA 01778, hereinafter collectively called the "BUYERS," agree to buy, upon the terms hereinafter set forth, the following described conservation restrictions. The Town of Wayland represents and warrants that it is qualified as a governmental unit in accordance with Sections 501(c)(3) and 170(b)(1)(A)(v) of the Internal Revenue Code of 1986, as amended (herein, "the Code"), and BUYERS both represent and warrant that they are "qualified organizations" under Section 170(h) of the Code and qualified holders of conservation restrictions in accordance with M.G.L. Chapter 184, Sections 31-33, and the foregoing representations and warranties shall survive Closing for a period of one (1) year.

2. **DESCRIPTION** Two conservation restrictions complying with Massachusetts General Laws Chapter 184, Sections 31-33 covering parcels of land located at 87 Old Connecticut Path in the Town of Wayland, Massachusetts (the "premises"). Said Conservation Restrictions are to be substantially in the forms attached hereto as Exhibits A and B (the "Conservation Restrictions") with such modifications as may be required by the Massachusetts Secretary of Energy and Environmental Affairs ("Secretary") in order to approve the final Conservation Restrictions. One Conservation Restriction covers the parcel shown as "Remaining Area =9,090,807 s.f +/- .or 208.696 acres +/- on a plan entitled "Subdivision Plan of Land in Wayland Middlesex County Massachusetts" December 22, 2015 by Samiotes Consultants, Inc., recorded with the Middlesex South District Registry of Deeds as Plan 100 of 2016. The second Conservation Restriction covers an adjoining parcel shown as "Proposed Lot 1, 463,287 s.f. +/- or 10.636 acres, +/-" on the aforementioned plan.

3 **TITLE.** Said grant of Conservation Restrictions shall run to the BUYERS as co-holders of the same and, at the time of delivery of the Conservation Restrictions, record title to the premises shall be good, clear and marketable, free from encumbrances, except

- (a) Provisions of existing building and zoning laws;
- ~~(b) Existing rights and obligations in party walls which are not the subject of written agreement;~~
- (c) Such taxes for the then current year as are not due and payable on the date of the delivery of said conservation restrictions;
- (d) Any liens for municipal betterments assessed after the date of this agreement;
- (e) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the purposes of the Conservation Restrictions, i.e. that the premises be preserved in perpetuity as protected open space.

Notwithstanding anything to the contrary herein contained, the premises shall not be considered to be in compliance with the title provisions of this agreement unless title to the premises is insurable, for the benefit of the BUYERS, by a title insurance company reasonably acceptable to BUYERS, in a policy of title insurance, at normal premium rates in the American Land Title Association form currently in use, subject to those printed exceptions to title normally included in the "jacket" to such form or policy and the standard so-called "Schedule B" exceptions, and exceptions permitted above in this Paragraph 3.

By their execution of this agreement, BUYERS represent to SELLERS that BUYERS are satisfied with the state of the title to the premises as set forth in BUYERS title insurance commitment from Chicago Title Insurance Company No 16-50887 effective March 11 2016, a copy of which is attached hereto as

Exhibit C ("Title Commitment"), with the exception of Schedule B, Section 1, Item 5.a (mortgage from Devens Hamlen to East Boston Savings Bank), reserving however, the right to object to matters raised after said date by Chicago Title Insurance Company which, in the BUYERS' sole opinion, adversely affect the title (collectively referred to herein as "Title Objections"). SELLERS hereby agree to discharge the aforesaid mortgage or subordinate the same to the Conservation Restrictions and, subject to Paragraph 30, satisfy or correct on or before the closing date all Title Objections with respect to matters not described in the Title Commitment which are raised by the BUYERS.

SELLERS agree to execute at closing all documents, instruments, affidavits and indemnifications reasonably requested by BUYERS' title insurance company, including, but not limited to, documents, instruments, affidavits and indemnifications required by Title Commitment as the same may be updated prior to closing, affidavits indemnifying against claims of workmen and materialmen and affidavits as to parties in possession, the purchase price and allocation of the same. In addition to other customary documents which may be requested by BUYERS' attorney, SELLERS shall also deliver to BUYERS at the closing a certificate of the Trustees of Mainstone Farm Land Trust (the "Trust"), in recordable form, certifying (a) that the above-named trustees are then the sole trustees of the Trust, (b) that the Trust is in full force and effect and has not been modified, amended, revoked or terminated, except as of record, (c) that there have always existed and do presently exist beneficiaries of the Trust, (d) that no beneficiary is a minor, a corporation selling all or substantially all of its assets or a personal representative of an estate subject to estate tax lien or is now deceased or under any disability, and (e) that said Trustees have been duly authorized and directed by all of the beneficiaries of said Trust, in accordance with its provisions, to execute and deliver the proposed Conservation Restrictions.

In matters respecting the title to the premises the standards of the Massachusetts Real Estate Bar Association shall be determinative.

4. **PLANS.** If said Conservation Restrictions refer to a plan necessary to be recorded therewith the SELLERS shall deliver such plan with said conservation restrictions in form adequate for recording.

5. **PURCHASE PRICE.** The agreed purchase price for said two Conservation Restrictions is Fifteen Million (\$15,000,000.00) Dollars, which is to be paid at the time of delivery of the Conservation Restrictions by certified or bank check or checks, Town treasurer's check, attorney's IOLTA check, bank wire transfer or such other means or method(s) acceptable to SELLERS shall be paid as follows:

a. The sum of Twelve Million Dollars (\$12,000,000) shall be paid to the SELLERS by the Town of Wayland;

b. The sum of Three Million Dollars (\$3,000,000) shall be paid to the SELLERS by Sudbury Valley Trustees, Inc.

This Agreement shall under no circumstances be construed to obligate either the Town of Wayland or Sudbury Valley Trustees, Inc. to pay the other's share of the purchase price, nor shall this Agreement be construed to prevent either the Town of Wayland or Sudbury Valley Trustees from voluntarily paying some or all of the other's share of the purchase price, however, SELLERS shall not be obligated to perform, unless and until the full purchase price has been paid.

6. **TIME FOR PERFORMANCE; DELIVERY OF CONSERVATION RESTRICTION DOCUMENTS.** Such Conservation Restrictions are to be delivered at 10:00 o'clock AM. on the 15th day of March, 2016, at the Middlesex South District Registry of Deeds, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

7. **CONDITION OF PREMISES AT CLOSING.** At the time of the delivery of the Conservation Restrictions, the premises shall be (a) in the same condition as they now are, reasonable use excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in Paragraph 3 hereof. The BUYERS and their agents shall be entitled to inspect

said premises prior to the delivery of the Conservation Restrictions in order to determine whether the condition thereof complies with the terms of this Paragraph.

8. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM. If the SELLERS shall be unable to give title or to make conveyance, all as herein stipulated, or if at the time of the delivery of the Conservation Restrictions the premises do not conform with the provisions hereof, then the SELLERS shall use reasonable efforts to remove any defects in title, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLERS shall give written notice thereof to the BUYERS at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days, Such reasonable efforts shall not require SELLERS to expend more than twenty-five thousand dollars (\$25,000).

9. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc. If at the expiration of the extended time the SELLERS shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

10. BUYER'S ELECTION TO ACCEPT TITLE. The BUYERS shall have the election, at either the original or any extended time for performance, to accept such title to the Conservation Restrictions as the SELLERS can deliver and to pay therefor the purchase price without deduction, in which case the SELLERS shall convey such title.

11. ACCEPTANCE OF CONSERVATION RESTRICTIONS. The acceptance and recording of the Conservation Restrictions by the BUYERS, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said conservation restrictions.

12. USE OF PURCHASE MONEY TO CLEAR TITLE. To enable the SELLERS to make conveyance as herein provided, the SELLERS may, at the time of delivery of the Conservation Restrictions, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said Conservation Restrictions or within a reasonable time thereafter which is acceptable to BUYERS, and provided further that discharges from institutional lenders may be recorded within a reasonable time after recording in accordance with customary conveyancing practices.

13. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc. If any of the SELLERS or BUYERS executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder, nor any trustee or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

14. WARRANTIES AND REPRESENTATIONS. The parties acknowledge that they have not been influenced to enter into this transaction nor have they relied upon any warranties or representations not set forth or incorporated in this agreement, or in Rider A hereto or otherwise previously made in writing.

15. NO BROKERAGE. BUYERS and SELLERS represent to each other that neither has dealt with any broker or any person claiming a broker's, consultant's or finder's commission or fee in connection with the sale contemplated hereby and agree that each will hold the other harmless and indemnify the other from any loss, cost, damage or expense, including reasonable attorney's fees incurred by the indemnified party for a broker's, consultant's or finder's commission as a result of the falseness of these representations. The provisions of this clause shall survive the delivery of the Conservation Restrictions.

16. AUTHORIZATION TO SIGN MODIFICATIONS AND NOTICES. In order to facilitate the execution, delivery or receipt of certain documents extending the time for the performance of any event or of any

notice that may be given under this Agreement, each of the undersigned hereby authorizes his respective attorney to assent to and execute, deliver or receipt for, on that parties' behalf, any agreements extending the time for performance of any event or any notice that may be given under this Agreement and the same may be facilitated via facsimile or e-mail transmission.

17. NECESSARY APPROVALS. BUYERS and SELLERS understand and acknowledge that the transactions described herein and the forms of Conservation Restrictions attached hereto as **Exhibits A and B** have been preliminarily approved by the SELLERS and by the Board of Directors of Sudbury Valley Trustees, Inc., and the Board of Selectmen and Conservation Commission of the Town of Wayland and are in a form satisfactory to the same and to the BUYERS and the SELLERS. The two Conservation Restrictions have not been approved by the Secretary. Accordingly, the obligations of BUYERS and SELLERS hereunder are subject to the receipt of said approval by the Secretary of two Conservation Restrictions substantially in the form attached hereto with such modifications as may be required by the Secretary in order to approve the final Conservation Restrictions.

In the event the BUYERS or SELLERS determine that one or more modifications to the Conservation Restriction requested by the Secretary are materially inconsistent with the form of Conservation Restrictions attached to this Agreement, all parties agree to cooperate and to diligently work in good faith to attempt to resolve the issue(s) in order to obtain the required approval.

18. APPROPRIATION CONTINGENCY. INTENTIONALLY DELETED.

19. CONFIRMATORY TAKING. SELLERS hereby assent and agree to the Town of Wayland Board of Selectmen's adoption and recording of an order taking said Conservation Restrictions by eminent domain in order to confirm and make clear the Town of Wayland's title to said Conservation Restrictions. SELLERS further agree to accept one (\$1.00) dollar as adequate compensation and damages for said confirmatory taking and agree to execute a release releasing the Town of Wayland from all claims resulting from said taking and waiving SELLERS' rights to appeal or contest said taking for any reason in any forum. Notwithstanding any of the foregoing, SELLERS' agreements and obligations under this paragraph are contingent upon BUYERS' performance of all of their obligations hereunder and payment to SELLERS of the purchase price and purchase of said Conservation Restrictions in accordance with this Agreement. The provisions of this paragraph shall survive the delivery of said Conservation Restrictions hereunder.

20. TAX LAW COMPLIANCE. By their execution of this Agreement, the SELLERS certify pursuant to M.G.L. c. 62C, §49A(b), under the penalties of perjury, that the SELLERS have complied with all applicable laws of the Commonwealth of Massachusetts relating to taxes.

21. CONSTRUCTION OF AGREEMENT. This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLERS and the BUYERS. If two or more persons are named herein as BUYERS or SELLERS their obligations hereunder shall be joint and several, with the exception, however, of payment of shares of the purchase price by BUYERS as set forth in Paragraph 5. The captions are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it. Fax or email signatures on this agreement or any extensions or amendments thereto shall be treated the same as original signatures.

22. NOTICES. Any notice, demand, request, consent, approval, or communication that either party desires or is required or permitted to give to the other shall be in writing and deemed duly given when (a) mailed by registered or certified, first-class mail, return receipt requested, postage prepaid, (b) hand delivered, (c) sent by facsimile or scanned pdf or similar form by electronic mail, receipt confirmed, or (d) sent by overnight delivery service, addressed:

To Grantors: Devens H. Hamlen
 Hamlen Company
 54 Canal Street
 Boston, MA 02114

 Margery M. Hamlen
 250 Beacon Street, Apt 14
 Boston, MA, 02116

 Michael E. Mooney
 c/o Nutter McClennen & Fish LLP
 Seaport West
 155 Seaport Boulevard
 Boston, MA 02110

With a copy to: Douglas A. Muir, Esq.
 Garrity, Levin and Muir LLP
 Two Center Plaza, Suite 530
 Boston, MA 02108

To Grantees: Sudbury Valley Trustees, Inc.
 18 Wolbach Road
 Sudbury, Ma 01776
 ATTN: Director of Land protection

 Town of Wayland
 41 Cochituate Road
 Wayland, MA 01778
 ATTN: Conservation Administrator

With a copy to: Mark J. Lanza, Town Counsel
 41 Cochituate Road
 Wayland, MA 01778

 Deborah A. Eliason, Esq.
 Eliason Law Office, LLC
 63 Middle Street
 Gloucester, MA 01930

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

See attached Rider A which is attached hereto and made a part hereof.

EXHIBITS

A. Conservation Restriction covering 208 acres, more or less.

B . Conservation Restriction covering Proposed Lot 1.

C. Commitment for Owners Policy of Title Insurance issued by Chicago Title Insurance Company effective March 11, 2016.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

Executed under seal as of the date first above written

SELLERS

Devens H. Hamlen
Individually

Margery M. Hamlen
Individually and as Trustee as aforesaid

Michael E. Mooney
Trustee as aforesaid and not individually

BUYERS

The Town of Wayland

By: _____

its Board of Selectmen

and

its Conservation Commission

Sudbury Valley Trustees, Inc.

By: _____

Name:

Title:

EXHIBIT A

Mainstone Farm Conservation Restriction

Grantors : **Devens H. Hamlen;**
Margery M. Hamlen; and;
Margery M. Hamlen and Michael E. Mooney, as Trustees of Mainstone Farm
Land Trust

Grantees: **Sudbury Valley Trustees, Inc. and Town of Wayland**

Property Address: **87 Old Connecticut Path, Wayland, MA**

For title see: **Book 21128, Page 79**
Book 21128, Page 94
Book 21128, Page 97
Book 11937, Page 566
Book 27708, Page 472
Book 21170, Page 21

CONSERVATION RESTRICTION
TO
SUDBURY VALLEY TRUSTEES, INC. AND TOWN OF WAYLAND
[5/24/16 draft, reflecting post-town meeting edits](#)

I. GRANTORS CLAUSE:

We, **Devens H. Hamlen**, of Wayland, MA , **Margery M. Hamlen**, of Boston, MA and **Margery M. Hamlen and Michael E. Mooney** as Trustees of Mainstone Farm Land Trust u/d/t dated April 1, 1991 recorded with Middlesex South District Registry of Deeds in Book 21128, Page 79 with an address of c/o Nutter McClennen & Fish, LLP, Seaport West, 155 Seaport Boulevard, Boston, MA 02110, for ourselves and our successors and assigns, (“Grantors”), being the owners of fee title for the parcels of land described below, hereby grant, with quitclaim covenants, pursuant to M.G.L. Ch. 184, §31-33, to **Sudbury Valley Trustees, Inc.**, a Massachusetts not-for-profit corporation organized under the provisions of M.G.L. Chapter 180, with a mailing address of 18 Wolbach Road, Sudbury, Massachusetts, 01776 and to the **Town of Wayland**, a Massachusetts municipal corporation, acting by and through its Conservation Commission, with a mailing address of 41 Cochituate Road, Wayland, MA 01778 (“Grantees”, which expression includes their permitted successors and legal assigns), in perpetuity and exclusively for conservation purposes, and pursuant to Article 97 of the Articles of Amendment of the Constitution of the Commonwealth of Massachusetts, and Section 170(h) of the Internal Revenue Code, for consideration of Fifteen Million Dollars (\$15,000,000.00) paid, the following described perpetual Conservation Restriction on the entirety of the parcels of land located at 87

Old Connecticut Path in the **Town of Wayland**, Massachusetts, containing 208 acres more or less, which parcels are described in Exhibit A attached hereto and made a part hereof (hereinafter referred to as the “Premises”).

II. PURPOSES:

The purposes of this Conservation Restriction are to assure that the Premises will be retained forever predominantly in their natural, scenic, agricultural and open condition; to preserve and protect in perpetuity the wildlife, aesthetic, ecological and environmental values of the Premises; and to prevent any use or change that would materially impair or interfere with the Conservation Values listed below. The Grantor intends that this Conservation Restriction will confine the use of the Premises to such activities as are consistent with the purposes of this Conservation Restriction.

The Premises contain unusual, unique or outstanding Conservation Values the protection of which in their predominately natural, vegetated, agricultural or open condition will be of benefit to the public. The Conservation Values include the following:

- A. **Open Space Preservation.** The protection of the Premises contributes significantly to the preservation of the natural and scenic character of the Town of Wayland.
- B. **Enhancement of Existing Conservation Land.** The protection of the Premises enhances the open space value of over 400 acres of other permanently protected nearby land, making the Premises part of a large network of land protected by the Town and Sudbury Valley Trustees. Directly across Old Connecticut Path, the Weston Aqueduct connects the greater Mainstone Farm area with thousands of acres of conservation land along the Sudbury River, including the Great Meadows National Wildlife Refuge.
- C. **Scenic Protection.** The Premises are part of a distinctive scenic landscape with beautiful views of and across the Premises that are highly visible from adjacent public roads including Rice Road and Old Connecticut Path (east), both of which are designated as scenic roads by the Town of Wayland Scenic Roads Bylaw.
- D. **Protection of Wildlife Habitat.** The Premises contain open fields, grasslands, wetlands, forests and ponds, providing quality wildlife habitat for a large variety of species. Portions of the Premises are located within an area identified as “Habitat of Potential Regional and Statewide Importance” for having a high Ecological Integrity Index in the University of Massachusetts Conservation Assessment Prioritization System (CAPS), an ecosystem-based (coarse-filter) approach for assessing the ecological integrity of lands and waters.
- E. **Agricultural Preservation.** The Premises contain fields currently used for agriculture and pasturing of livestock, the continuation of which will preserve uses and scenic vistas that are integral to the history of the property and represent the agricultural and farming heritage of the region and of the Town of Wayland. Preservation of the property will protect Prime Agricultural Soils and Soils of Statewide Importance.

F. **Public Access Trails.** Trails on the Premises which are marked for public use, and which may connect to other public trails on nearby conservation land, will be open to the general public for a variety of passive recreational activities, education and nature study.

G. **Furtherance of Governmental Conservation Policy.** The Premises are identified in the Massachusetts Department of Conservation and Recreation's 1982 Landscape Inventory Report, identifying landscapes that should be protected to conserve and protect natural, cultural, and recreational resources across the Commonwealth. The Premises are also identified as land meriting protection in the Town of Wayland's most recently completed Open Space and Recreation Plan (1995). Protection of the Premises is consistent with the goals of the Plan to preserve the semi-rural character of the Town; preserve the town's natural resources: water bodies, wetlands, municipal water supply, wildlife habitat, farmland, etc.; and provide opportunities for passive and active outdoor recreation within the Town.

H. **Recreation:** The recreational use of the Premises by the general public is consistent with the limitations set forth in Section VI below.

This Conservation Restriction has been partially acquired with Massachusetts Community Preservation Act (M.G.L. Chapter 44B) funds. The Town of Wayland, at a duly called Town Meeting held on April 11, 2016, voted to authorize the Board of Selectmen under Article 30 of the Warrant therefor to acquire a Conservation Restriction on the Premises for conservation purposes. An attested copy of said town meeting vote is recorded herewith as Exhibit C.

III. 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 Grantors will neither perform nor allow others to perform the following acts and uses which are prohibited on, above and below the Premises:

1. Constructing or placing of any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, sight impervious fences, asphalt or concrete pavement, sign, billboard or other advertising display, antenna, utility pole, tower, wind turbine, solar energy panel, conduit, line, temporary or permanent lighting, parking lot or any other temporary or permanent structure, utility, or facility on, under, or above the Premises;
2. Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resources or natural deposits or other processes such as hydraulic fracturing; alteration of the existing natural topography of the Premises; withdrawal of ground water from the Premises, other than for use on the Premises;
3. Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, toxic or hazardous chemicals

as defined under applicable federal or state law, or other substance or material whatsoever or the installation of underground storage tanks;

4. Cutting, removing or otherwise destroying trees, shrubs, grasses or other vegetation, including leaf litter;

5. The use, parking, or storage of trailers (other than for horses or farm animals) or automobiles, trucks, motorcycles, motorized trail bikes, all-terrain vehicles and snowmobiles, or any other motorized or power-driven vehicles, except as necessary for emergency purposes, handicapped accessibility or the conduct of activities permitted in paragraph B;

6. The conveyance of a part or portion of the Premises alone, or the division or subdivision of the Premises (as compared to the conveyance of the Premises in its entirety which shall be permitted) without the prior written consent of Grantees; but in no event shall any portion of the Premises be used towards building requirements on these or any other parcels. No development rights which have been encumbered or extinguished by this Conservation Restriction shall be transferred to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise;

7. Activities detrimental to wildlife habitat, drainage, flood control, water conservation, water quality, erosion control, soil conservation, or archaeological conservation;

8. Using the Premises for more than *de minimis* commercial recreational purposes as defined at Section 2031(c) of the Code, and conducting any other business, residential or industrial use of the Premises, except as expressly permitted.;

9. Pollution, alteration, depletion, diversion, channelization, damming, draining, or extraction of surface water, natural water courses, ponds, marshes, subsurface water or any other water bodies;

10. The construction of any new roads on the Premises, except as required by law to service permitted uses and excluded development sites;

11. The disruption, removal or destruction of the stone walls or granite fence posts on the Premises;

12. The introduction of non-native species of plants and animals determined by the Commonwealth of Massachusetts to be invasive or otherwise detrimental to the ecology and biodiversity of the Premises and nearby conservation land;

13. Any other activity on or use that is inconsistent with the Purposes of this Conservation Restriction or that would materially impair its Conservation Values.

B. Permitted Uses and Exceptions to Prohibited Activities and Uses. The following activities and uses of the Premises are expressly permitted, provided that such uses and activities to the extent described below do not materially impair the Purposes of this Conservation Restriction.

1. Recreational Activities. Fishing, the exercise and training of dogs, boating, hiking, equestrian activities (including construction and maintenance of horse jumps), sledding, skating, skiing and other outdoor recreational activities that do not materially alter the landscape or degrade environmental quality.

2. Trails. The construction, maintenance, and marking of trails (including bridges and boardwalks) for pedestrian and equestrian use and for farm vehicles and the construction and maintenance of a gravel parking area for trail users of a size and in a location agreed more or less as shown on Exhibit B. Trails and related structures may be relocated by mutual agreement of Grantors and Grantees;

3. Wood and Farm Roads; Bridges; Driveways. The maintenance of currently existing wood and farm roads, bridges and driveways located on the Premises, substantially in their present condition or as reasonably necessary for the uses hereinafter permitted, and, with the prior written approval of Grantees, the construction of new roads, bridges and driveways to serve such uses. The Grantors shall use their best efforts in the design for new roads, bridges and driveways to minimize adverse impact on the agricultural preservation and conservation purposes of this Conservation Restriction. For purposes of this Conservation Restriction, however, it shall be considered unreasonable for Grantees to withhold its approval of road, bridge or driveway specifications which are required by applicable permitting authorities.

4. Agricultural Activities.

a. Agricultural, horticultural and animal husbandry operations carried on in accordance with a USDA Farm Conservation Plan, and with sound agricultural and livestock management practices, which promote environmentally sound agriculture, including without limitation the cultivation, improvement, mowing and grazing of existing fields, and the mowing and grazing of existing meadows, and with prior written approval of Grantees the expansion of fields and meadows and the creation of new fields and meadows.

b. The use of fertilizers, herbicides and pesticides in accordance with the manufacturers' recommendations, with a preference for non-chemical, naturally sustainable and/or organic farming methods. Any agricultural chemicals used on the Premises shall be registered under Commonwealth of Massachusetts regulations and used in accordance and consistent with all

pertinent federal, state, and local instructions, limitations, laws, zoning, rules, and regulations;

- c. The installation and use of irrigation equipment to service permitted agricultural activities on the Premises;
- d. The maintenance, repair and construction of gates and stone walls on the Premises, provided that prior written approval of Grantees is required for the construction of new stone walls and openings in areas visible from Rice Road and Old Connecticut Path;
- e. The installation of sight pervious fencing, (including electrified fencing for the control of animals);
- f. The conduct of educational activities and programs related to the present or future agricultural uses of the Premises, such as programs designed to promote an appreciation and understanding of agriculture; and
- g. Hunting as necessary to control nuisance animals.

5. Agricultural and Animal Husbandry Structures. The maintenance and repair of existing buildings, structures or facilities exclusively for use in support of farming, agriculture, animal husbandry, forestry, or horticulture, including, without limitation barns, greenhouses, sheds and appurtenant structures such as utility poles, water lines, and dirt or gravel access roads and septic systems, and, upon prior written approval of Grantees, the expansion and replacement of said buildings, structures, and facilities, or the construction of new structures or facilities. Such newly constructed, expanded and replaced structures shall not exceed thirty-five thousand (35,000) square feet in the aggregate, and no single structure shall exceed ten thousand (10,000) square feet of footprint. Such structures may not be constructed within five hundred (500) feet of Rice Road and within nine hundred (900) feet of Old Connecticut Path except with written approval of Grantees. Excepting greenhouses, the exterior of such structures shall be made of or resemble natural materials. No residential use of barns shall be permitted.

6. Temporary Agricultural Structures. Upon prior written approval of Grantees, the placement and maintenance of temporary structures, including without limitation, temporary structures relating to livestock such as hayracks, shelters, watering troughs and the like; however, construction of any roofed or covered structures may not be constructed within five hundred (500) feet of Rice Road and within nine hundred (900) feet of Old Connecticut Path except upon prior written approval of Grantees. For purposes of this Conservation Restriction a “temporary structure” is a structure that does not have a permanent foundation.

7. **Farm Stand.** The use, maintenance, and repair of the existing farm stand, access drive, parking area, utilities and incidental facilities, provided that at least 25 per cent of the products for sale at said farm stand, based on either gross sales dollars or volume, have been produced by the owner or lessee of the land on which the facility is located, or at least 25 per cent of the products for sale, based on either gross annual sales or annual volume, have been produced by the owner or lessee of the land on which the facility is located, and at least an additional 50 per cent of the products for sale, based upon either gross annual sales or annual volume, have been produced in Massachusetts on land other than that on which the facility is located. Upon prior written approval of Grantees, the expansion and replacement of the existing farm stand, or the construction of a new farm stand, is permitted, provided that any new, expanded or reconstructed structure shall not exceed twenty (20) feet in height above grade. The footprint of the foundation of such structure shall not exceed three-thousand (3,000) square feet, inclusive of porches, eaves, and overhangs. The exterior of such structure shall be made of or resemble natural materials.

8. **Forestry.** In accordance with generally accepted forestry management practices, (i) selective pruning and cutting to prevent, control or remove hazards, disease, insect damage or fire or to preserve the present condition of the Premises, including vistas, wood and farm roads, driveways and trails or to improve sight lines at road intersections so as to promote vehicular traffic safety; (ii) selective harvesting of trees to provide construction materials or firewood for use on the Premises; (iii) the right to conduct, or to permit others to conduct, sound silvicultural uses of the Premises, including the right to commercially harvest forest products, and, when required by law, be carried on pursuant to a Forest Cutting Plan prepared by a licensed professional forester and approved by the Department of Conservation and Recreation acting by and through its State Forester (or any successor agency), which plan is designed to protect the purposes of this Conservation Restriction, including without limitation, scenic and wildlife habitat values. A copy of such forestry management plan shall be submitted to Grantees when completed and a copy of any cutting plan pursuant thereto shall be submitted to the Grantees at least thirty (30) days prior to any cutting taking place. Any removal of trees and brush in violation of the plan shall be remedied by the planting and maintenance of trees and brush of the size and type removed.

9. **Excavation Activities.** Excavation and removal from the Premises of fieldstone, soil, gravel, or other mineral resources or natural deposits as may be incidental to the expansion or improvement of agricultural fields, the installation, maintenance or removal of underground drainage facilities and other underground facilities or structures permitted on the Premises by this Conservation Restriction, all such activities to be conducted in a manner which is both consistent with good drainage and soil conservation practices and consistent with other purposes of this Conservation Restriction.

- 10. Composting and Brush Piles.** The stockpiling and composting of organic material originating on or off the Premises for use on the Premises (but stumps, tree and brush limbs only if they originate on the Premises), in locations where the presence of such materials will not have a deleterious impact on the purposes of this Conservation Restriction;
- 11. Pond Management.** The maintenance, improvement and repair of the existing ponds on the Premises and associated dams and water management systems, including without limitation dredging, spoil disposal and weed harvesting and management; and, upon prior written approval of Grantees, the construction of new ponds;
- 12. Wells and Springs.** The repair, construction, reconstruction and maintenance of drilled and driven wells, the tapping of springs, and the installation, repair and maintenance of associated water lines and water distribution and collection equipment, provided, however, that any withdrawal of water shall be solely for use on the Premises;
- 13. Temporary Access; Utilities for Excluded Areas.** With the prior written approval of Grantees, the construction and maintenance of temporary access roads, bridges and driveways, and the installation of utilities and sewer connections to serve the development if any, which may take place in the Excluded Areas identified in Exhibit A. The Grantors shall use its best efforts to design these access roads, bridges and driveways and utilities which minimize adverse impact on the agricultural preservation and conservation purposes of this Conservation Restriction. For purposes of this Conservation Restriction, however, it shall be considered unreasonable for Grantees to withhold its approval of temporary road, bridge, driveway or utility specifications which are required by applicable permitting authorities;
- 14. Septic Systems.** With the prior written approval of Grantees, the construction, repair and maintenance of septic systems to serve the Excluded Areas, provided that no practical alternative site exists within the Excluded Areas;
- 15. Utilities, Culverts and Drainage Ditches.** Maintenance, repair, construction, expansion and replacement of underground utilities, ditches, culverts, canals and drainage structures for activities permitted on the Premises, all in a manner consistent with good drainage and soil conservation practices and consistent with other purposes of this Conservation Restriction;
- 16. Signs.** The erection, maintenance, and replacement of signs with respect to hunting, trespass, trail access, identity and address of the occupants, sale of the property, the Grantees' interest in the property, and the protected agricultural and conservation values. Also permitted are signs advertising the sale of agricultural products and services grown or provided on the Premises or on adjacent land owned by the Grantors;

17. Alternative Energy Facilities. With the prior written approval of the Grantees, the construction of facilities for alternative energy production, designed to accommodate the permitted uses on the Premises, and the repair, maintenance and reconstruction of the same. Any ground-mounted solar arrays shall be located so as not to be visible from Rice Road or Old Connecticut Path. While both Grantors and Grantees agree that the use of alternative energy facilities may contribute to the long-term viability of the agricultural activities conducted on the Premises, Grantees will assess whether such facilities would materially impair other purposes of this Conservation Restriction;

18. Private Burial Ground. Creation, use and maintenance of a private burial ground for family members of the Grantors on the Premises, more or less in the area shown on Exhibit B;

19. Emergency Egress to serve Excluded Areas. Construction and maintenance of a gravel road of the minimum width required by Town of Wayland permitting authorities in substantially the location shown on Exhibit A to provide emergency egress from the Excluded Areas to Forest Hill Road;

20. Separate Conveyance of Portions of the Premises. Recognizing that the Premises are comprised of three separately owned parcels, the Grantors and Grantees agree that the owner of any one of those separate parcels may convey, assign or transfer that parcel in its entirety, notwithstanding III.A.6 above. However, if Grantors wish to convey one or two of the separately owned parcels, then, at the request of the Grantees, a separate conservation restriction encumbering the land that is to be conveyed will be recorded and this Conservation Restriction will be amended (a) to eliminate the parcel or parcels to be conveyed from the legal description of the Premises and (b) reflect the change or changes in any other affected Permitted or Prohibited Uses. The parties agree that any reference in this Conservation Restriction to a permitted use that is restricted in the aggregate; e.g., total square footage of all newly constructed, expanded or replaced agricultural structures, applies to the entire 208 acres. Similarly, restrictions on uses of the Premises are intended to apply to the entire 208 acres as a whole. If in the future one or two separate conservation restrictions are to be recorded, each of the permitted and prohibited uses will be analyzed for consistency with the intent of the parties of this Conservation Restriction and either proportioned over each of the conservation restrictions, or limited to apply to only the conservation restriction that encompasses the particular use; e.g. provisions limiting the location of buildings and structures. Any amended to this Conservation Restriction shall be consistent with Paragraph XII below.

C. Additional Affirmative Covenants and Obligations

Under this Conservation Restriction, the Grantors shall maintain the open fields on the Premises and the open pastoral views along Old Connecticut Path and Rice Road by periodic mowing, or other methods of woody vegetation and invasive species control, with the exception of any area created or maintained for habitat in consultation with the Grantees. Non-chemical, naturally sustainable and/or organic methods of vegetation removal are preferred. If Grantors do not maintain the open fields, then this Conservation Restriction also grants to the Grantees the right, but not the obligation, to maintain the open fields on the Premises and the open pastoral vistas along Old Connecticut Path and Rice Road provided, however, Grantors are first notified in writing at least thirty (30) days prior to the exercise of such right, with said Notice as described in Section IV being provided which details the scope, nature, and extent of proposed activities.

IV. NOTICE AND APPROVAL:

A. Notice of Intention to Undertake Certain Permitted Actions. Grantors agree to jointly notify Grantees before exercising any right described as a permitted use under Section III that explicitly requires notice to Grantees. The purpose of said notification is to afford Grantees an adequate opportunity to monitor the activities in question and to ensure that they are designed and carried out in a manner that is consistent with the Purposes of this Conservation Restriction. Notices shall be sent to Sudbury Valley Trustees with a copy to the Wayland Conservation Commission, and shall be in writing and delivered by a method consistent with XVI.H. below, not less than forty-five (45) days prior to the date Grantors intend to undertake the activity in question. Notices shall be effective upon such personal delivery, or if mailed or sent by delivery service upon the date shown on the return receipt, or if sent by U.S. Postal Service on the date so sent. Notices shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantees to make an informed judgment as to its consistency with the Purposes of this Conservation Restriction.

B. Grantees' Approval. Where Grantees' approval is required as set forth under Section III, Grantees shall grant or deny their approval within forty-five (45) days from the effective date of the Grantors' notice described in Section IV Paragraph A above. Approval or denial by the Grantees shall be in writing and delivered by a method consistent with XVI.H. below.. Failure of Grantees to respond within said period shall be deemed to constitute approval by Grantees of the request as submitted, so long as the request sets forth the provisions of this paragraph relating to deemed approval after the passage of time and the requested activity is not expressly prohibited herein. Grantees' approval may be withheld or conditioned only upon a reasonable determination by Grantees that the action as proposed would be inconsistent with the Purposes or materially impair the conservation values described in Section II of this Conservation Restriction.

V. LEGAL REMEDIES OF THE GRANTEES:

A. Legal and Injunctive Relief. The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to its condition prior to the time of the injury complained of (it being agreed that the Grantees will have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantees. **[Insert if more than one Grantor at the time of closing: Grantors agree to be held jointly and severally liable for violations to this Conservation Restriction. Grantees are entitled to prosecute violations against any one or all Grantors without first being required to establish which Grantor(s) allegedly caused the violation.]**

B. Reimbursement of Costs of Enforcement. The Grantor(s) that is the subject of the enforcement action, covenants and agrees to reimburse the Grantees to the extent permitted by operation of law for all reasonable costs and expenses (including without limitation counsel and survey fees) incurred in enforcing this Conservation Restriction or in remedying or abating any violation thereof, provided that Grantor(s) either admits or is found by a court of competent jurisdiction to have violated this Conservation Restriction in such enforcement or corrective action. Prior to commencing any proceeding to enforce this Conservation Restriction or taking any action to remedy or abate any violation of this Conservation Restriction by Grantor(s), the Grantees shall give written notice to Grantor(s) of the alleged violation and shall afford Grantor(s) thirty (30) days or such longer period as is reasonable under the circumstances to cure such alleged violation.

C. Disclaimer of Liability. By acceptance of this Conservation Restriction, the Grantees do not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantees or their agents.

D. Severability Clause. If any provision of this Conservation Restriction shall to any extent be held invalid, the remainder shall not be affected.

E. Non-Waiver. Any election by the Grantees as to the manner and timing of their right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

F. Survey Disputes. In the event of a dispute over the location of the boundaries, the Grantors and Grantees shall share the expense of survey work, with 50% covered by the Grantors and 50% covered by the Grantees, necessary to determine the proper location of boundaries, including the expense of placing permanent boundary markers delineating the boundaries of this Conservation Restriction.

G. Acts Beyond the Grantors' Control. Nothing contained in this Conservation Restriction shall be construed to entitle the Grantees to bring any actions against the Grantors for any injury to or change in the Premises resulting from causes beyond the Grantors' control, including but not limited to fire, flood, storm and earth movement, non-human caused change (e.g., changes caused by beaver or deer) or natural processes, or from any prudent action taken by the Grantors under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. The parties to this Conservation Restriction agree that in the event of damage to the Premises from acts beyond the Grantors' control, that if it is desirable and feasible to restore the Premises, the parties will cooperate in attempting to do so.

H. The Grantees share joint and several enforcement responsibility of the Conservation Restriction, including obtaining cease and desist orders, temporary restraining orders, injunctions, and judgments. If a Grantee is unable to enforce the terms of this Conservation Restriction, said Grantee shall assign their right of enforcement to the other Grantee who may then proceed as the sole enforcer of the Conservation Restriction.

VI. ACCESS:

Grantors grant to the Grantees, or their duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction. The Grantors also grants to the Grantees, after notice of a violation and failure of the Grantors to cure said violation, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof.

The public shall be permitted to utilize the existing public trails, as they may be changed or relocated from time to time, or newly created public trails, on the Premises which are marked or otherwise identified for public use as shown on Exhibit B, for passive outdoor recreational purposes including, but not limited to, hiking, wildlife observation, nature study, cross-country skiing, and other non-motorized (except for motorized wheelchairs or similar equipment reasonably necessary to enable handicapped members of the public to access the Premises or as otherwise outlined in Section III.B of this Conservation Restriction, which shall be allowed), passive outdoor recreational and educational activities subject to reasonable rules and regulations established from time to time by Grantors and Grantees, but not for bicycling, and provided that Grantees shall be solely responsible for constructing, maintaining, repairing and replacing from time to time the trails and associated bridges and boardwalks if Grantors do not elect to do so. Neither Grantors nor Grantees shall impose any charge or fee upon any public access over such trails, consistent with the liability shield afforded to property owners who do not charge for public access on or over their property under M.G.L. Chapter 21, Section 17C. The Grantees acknowledge and agree that Grantors expect to have farming and grazing operations in the vicinity of the trail system and that Grantees shall modify trail signage and trail usage rules and regulations upon reasonable request of the Grantors from time to time including, without limitation, reasonable rules such as leash requirements to prevent domestic dogs (if dogs

are allowed) harassing, harming or killing farm animals or damaging crops. The Grantors shall have the right to limit and/or prohibit such public access following sixty (60) days' Notice to the Grantees as outlined in Section IV, if in the reasonable determination of the Grantors, a pattern of abuse of such right of access develops or exists, such as, but not limited to, a pattern of discarding by trail users of containers or packaging or wrappers for food or drink or snacks or allowance by dog walkers of excessive animal droppings, or a lawsuit or claim against Grantors for personal injury or death arising from trail use, notwithstanding M.G.L. Chapter 21, Section 17C. The Grantees shall have the right following receipt of the Notice from the Grantors to take any reasonable steps, including installing signage, to curb or eliminate such abuses and to reinstate the access as described above upon Notice to the Grantors stating the remedial steps Grantees are taking and provided that Grantors reasonably agree on the sufficiency of such remedial steps. Grantees will have shared responsibility for preventing abuse of the public's access privilege and in that connection will have the right at the request of the Grantors or on its own initiative to limit or prohibit access to classes of users which are unable or unwilling to use the trails with appropriate respect for their use by others and for preservation of the conservation values of the Premises.

VII. EXTINGUISHMENT:

A. Grantees' Receipt of Property and Development Rights. The Grantors and the Grantees agree that the grant of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantees, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction, determined at the time of extinguishment, bears to the value of the Premises at that time.

B. Right of Grantees to Recover Proportional Value at Disposition. If any occurrence ever gives rise to extinguishment or other release of the Conservation Restriction as determined by a court of competent jurisdiction under applicable law or after review and approval by the Secretary of Energy and Environmental Affairs (or successor official), then the Grantees, on a subsequent sale, exchange or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds equal to such proportionate value, to be determined by appraisal at the time of this grant, subject, however, to any applicable law which expressly provides for a different disposition of proceeds and after complying with the terms of any gift, grant, or funding requirements.

C. Grantors/Grantees Cooperation Regarding Public Action. Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantors and the Grantees shall cooperate in recovering the full value of all direct and consequential damages resulting from such action;

D. Apportionment between Grantees

1. As between the Grantees, Sudbury Valley Trustees, Inc., and the Town of Wayland, the Grantees agree that all proceeds and expenses allocated to the Grantees collectively under this Section VII shall be apportioned as follows as between the Grantees individually:

- a. Sudbury Valley Trustees, Inc.: twenty percent (20%) of the allocation
- b. Town of Wayland: eighty percent (80%) of the allocation

This apportionment of allocations to the Grantees shall remain constant throughout the term of this Conservation Restriction.

E. Allocation of Expenses upon Disposition. All related expenses incurred by the Grantors and the Grantees shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed as between the Grantors and Grantees in shares equal to such proportionate value after complying with the terms of any gift, grant, or funding requirements.

F. Continuing Trust of Grantees' Share of Proceeds of Conservation Restriction Disposition. The Grantees shall use their share of the proceeds in a manner consistent with the Purposes of this grant.

VIII. ASSIGNABILITY:

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

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

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

1. As a condition of any assignment, the Grantees requires that the purpose of this Conservation Restriction continue to be carried out;
2. Any assignee, at the time of assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and under Section 32 of Chapter 184 of the General Laws as an eligible donee to receive this Conservation Restriction directly; and
3. Grantees comply with the provisions of Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

IX. SUBSEQUENT TRANSFERS:

The Grantors agree to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Premises, including, without limitation, a leasehold interest. Grantors further agree to give written notice to Grantees of the transfer of any interest at least twenty (20) days prior to the date of such transfer. Failure of the Grantors to do either shall not impair the validity of this Conservation Restriction or limit its enforceability in any way.

X. NON MERGER:

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantors agree that they will not grant, and the Grantees agrees that they will not take, title to any part of the Premises without having first assigned this Conservation Restriction to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner. No deed shall be effective until this Conservation Restriction has been assigned to a non-fee owner or other action taken to avoid a merger and preserve the terms and enforceability of this Conservation Restriction by a non-fee owner. It is the intent of the parties that the Premises will be subject to the terms of this Conservation Restriction in perpetuity, notwithstanding any merger.

XI. ESTOPPEL CERTIFICATES:

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

XII. AMENDMENT:

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantors and Grantees may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantees under any applicable laws, including Sections 501(c)(3) and 170(h) of the Internal Revenue Code of 1986, as amended, and Sections 31-33 of Chapter 184 of the General Laws of Massachusetts. Any amendments to this Conservation Restriction shall occur only in exceptional circumstances. The Grantees will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the Purposes of this Conservation Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs and, if applicable, shall comply with the provisions of Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Middlesex South District Registry of Deeds.

XIII. EFFECTIVE DATE:

This Conservation Restriction shall be effective when the Grantors and the Grantees have executed it, the administrative approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and it has been recorded, or if registered land, it has been registered.

XIV. RECORDING:

The Grantors shall record this instrument in a timely fashion in the Middlesex South District Registry of Deeds.

XV. TERMINATION OF RIGHTS AND OBLIGATIONS:

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

XVI. MISCELLANEOUS:

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

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

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

D. Joint Obligation. The obligations imposed by this Conservation Restriction upon the parties that together comprise "Grantors" shall be joint and several.

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

F. Pre-existing Rights of the Public. Approval of this Conservation Restriction pursuant to M.G.L. Chapter 184, Section 32 by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the

Town of Wayland
41 Cochituate Road
Wayland, MA 01778
ATTN: Conservation Administrator

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

I. Homestead. The Grantors hereby agree to waive and subordinate any and all M.G.L. Chapter 188 Homestead rights they may have in favor of this Conservation Restriction and swear or affirm under pains and penalties of perjury that there is no one else entitled to the benefits of M.G.L. c. 188 who has not signed to waive and subordinate their benefits with respect to any portion of the Premises affected by this Conservation Restriction, and hereby agree to execute, deliver and/or record any and all instruments necessary to effectuate such waiver and subordination. In all other respects, the Grantors reserve and retain any and all Homestead rights, subject to this Conservation Restriction, pursuant to M.G.L. Chapter 188, including §10(e).

J. Deferred Like-Kind Exchange. Grantees understand and acknowledge that one or more of the Grantors may wish to structure this transaction as a tax deferred exchange of like-kind property within the meaning of section 1031 of the Internal Revenue Code. Grantees agree to reasonably cooperate with grantors to effect such an exchange; provided, however, that Grantees shall not be required to acquire or take title to any exchange property, incur any expense or liability whatsoever in connection with the exchange, including, without limitation, any obligation for the payment of any escrow, title, brokerage or other costs incurred with respect to the exchange, and no such exchange shall delay the grant of this Conservation Restriction. In addition, the Grantors shall indemnify and hold Grantees harmless from any and all costs, expense or liability incurred solely as a result of Grantees accommodating such tax deferred exchange.

There are attached hereto or recorded simultaneously herewith and incorporated herein by reference the following Exhibits:

Exhibits:

- A. Description of Premises; Identification of Excluded Areas and Sketch of Excluded Areas
- B. Existing Public Access Trails

[Signatures and approvals appear on the following pages.]

Executed under seal this ____ day of _____, 2016.

By: _____
Devens H. Hamlen
Individually

By: _____
Margery M. Hamlen
Individually and as Trustee as aforesaid

By: _____
Michael E. Mooney
Trustee as aforesaid and not individually

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this ____ day of _____, 2016, before me, the undersigned Notary Public, personally appeared the above-named _____, proved to me by satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose.

Notary Public:
My Commission Expires:

ACCEPTANCE OF GRANT

Sudbury Valley Trustees, Inc. accepts the above Conservation Restriction from Devens H. Hamlen *et. al.*

By: _____
Its Executive Director

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this ____ day of _____, 2016 before me, the undersigned Notary Public, personally appeared the above-named _____, Executive Director of Sudbury Valley Trustees, Inc., proved to me by satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose.

Notary Public:
My Commission Expires:

ACCEPTANCE OF CONSERVATION COMMISSION

The above Conservation Restriction was accepted by the Conservation Commission of the
Town of Wayland _____
this _____ day of _____, 2016.

Middlesex, ss.

On this ____ day of _____ 2016, before me, the undersigned notary public,
personally appeared _____,

_____,
_____ and _____, proved to
me through satisfactory evidence of identification, being (check whichever applies): driver's
license or other state or federal governmental document bearing a photographic image, oath or
affirmation of a credible witness known to me who knows the above signatories, or my own
personal knowledge of the identity of the signatory, to be the persons whose names are signed
above, and acknowledged the foregoing to be signed by them voluntarily for its stated purpose
as members of the Conservation Commission of the Town of Wayland

Notary Public
My Commission Expires:

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

The undersigned, Secretary of the Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction to Sudbury Valley Trustees, Inc. and the Town of Wayland has been approved in the public interest pursuant to M.G.L. Chapter 184, Sections 31-33.

Secretary of Energy and Environmental Affairs

Date

COMMONWEALTH OF MASSACHUSETTS

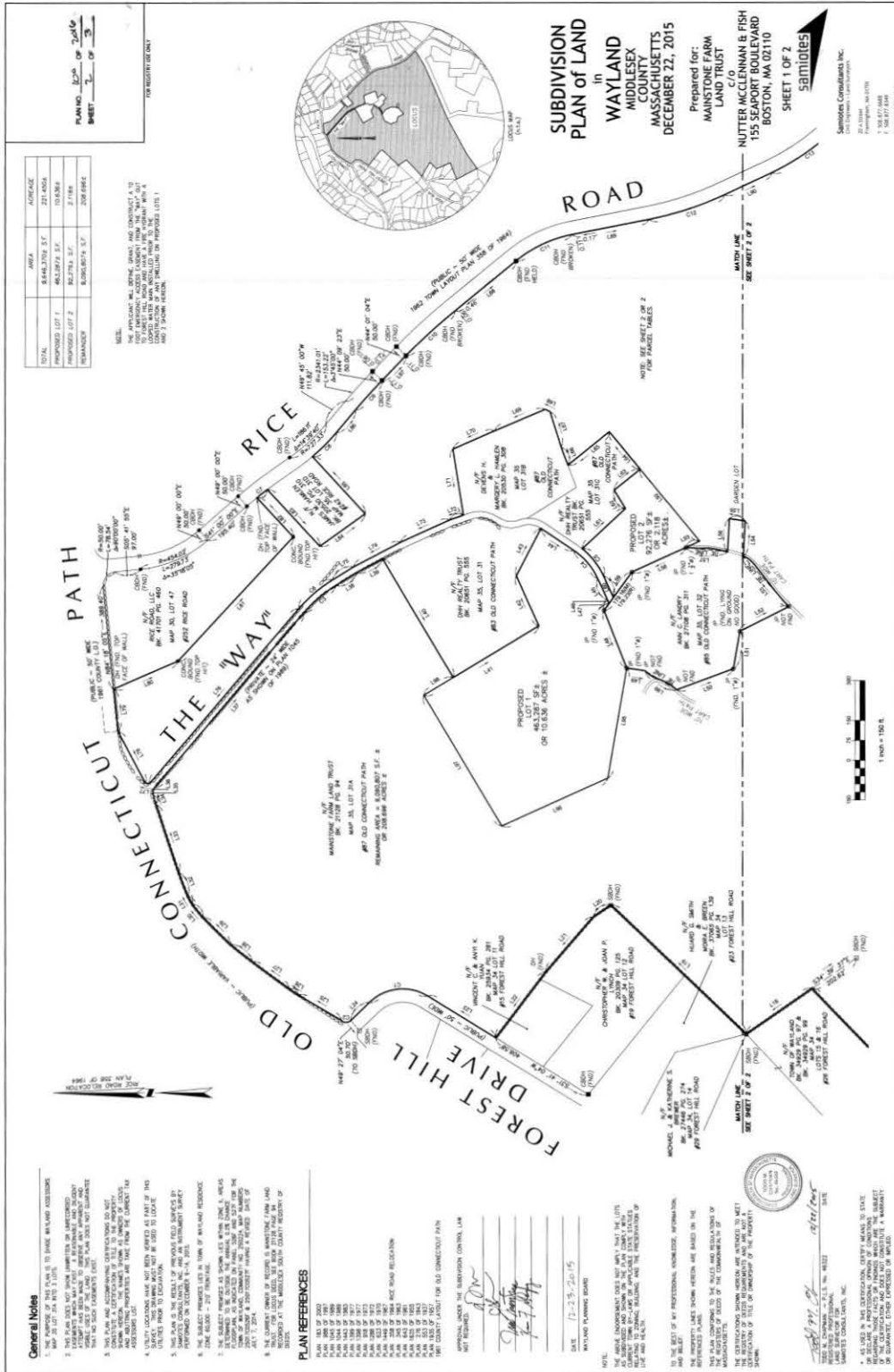
Suffolk , ss

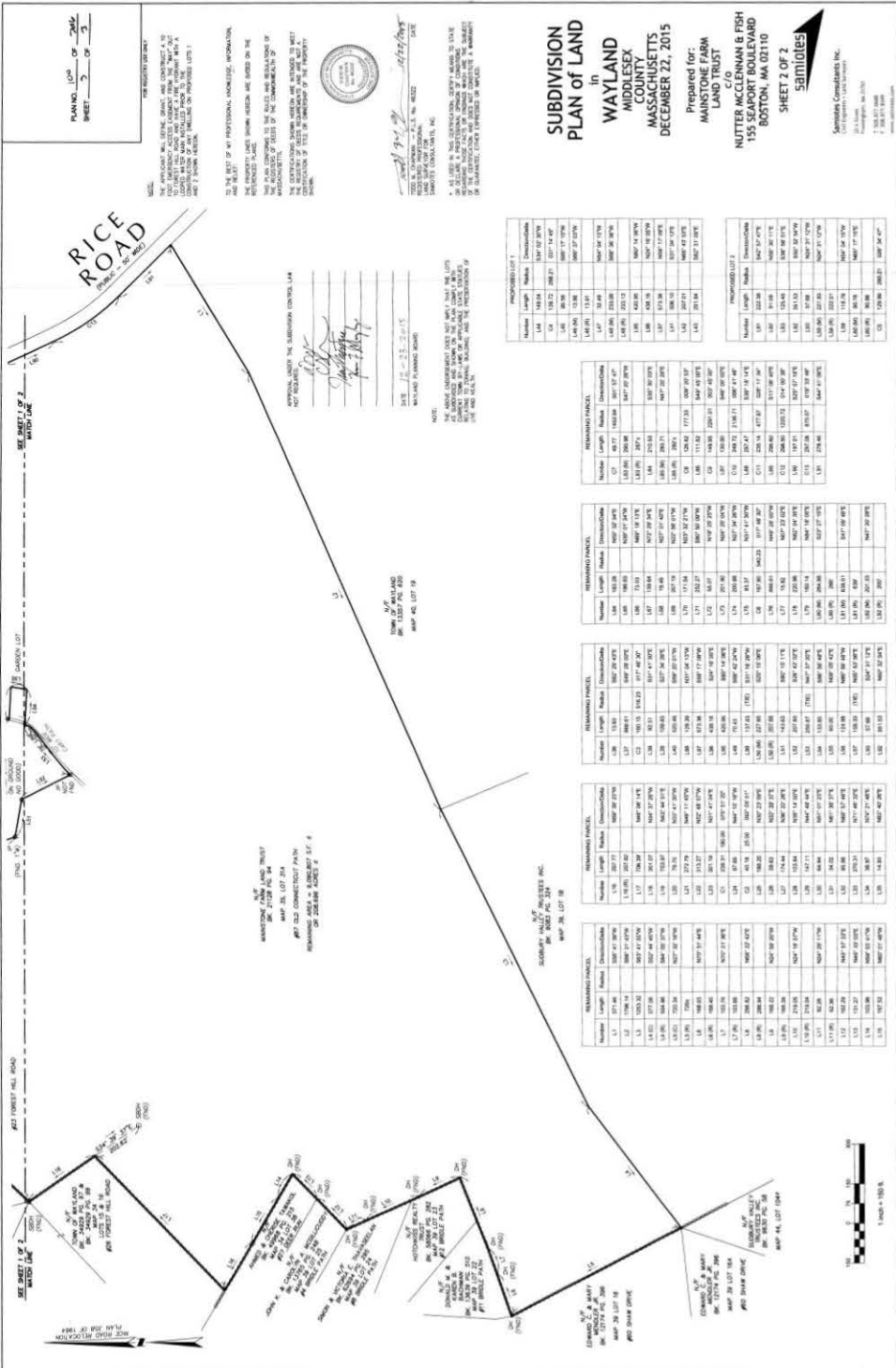
On this ____ day of _____, 2016 before me, the undersigned Notary Public, personally appeared the above-named _____, Secretary of the Massachusetts Executive Office of Energy and Environmental Affairs, proved to me by satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose.

Notary Public:
My Commission Expires:

EXHIBIT A

Description of Premises; Identification of Excluded Areas





TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE PROPERTY LINES SHOWN HEREON ARE BASED ON THE INFORMATION FURNISHED TO ME BY THE APPLICANT AND THE RECORDS OF THE COMMERCIAL RECORDS DEPARTMENT OF THE COMMONWEALTH OF MASSACHUSETTS. I HAVE CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND THE SURROUNDING AREA AND AM NOT PROVIDING ANY GUARANTEE OF THE ACCURACY OF THE INFORMATION SHOWN HEREON. I AM NOT PROVIDING ANY GUARANTEE OF THE ACCURACY OF THE INFORMATION SHOWN HEREON. I AM NOT PROVIDING ANY GUARANTEE OF THE ACCURACY OF THE INFORMATION SHOWN HEREON.



SUBDIVISION PLAN OF LAND
in
WAYLAND
MASSACHUSETTS
MASSACHUSETTS
DECEMBER 22, 2015

Prepared for:
MANSTONE FARMS
L.L. JUST
C/O
NUTTER MCLENNAN & FISH
155 SEAPORT BOULEVARD
BOSTON, MA 02110

SHEET 2 OF 2
5MI0105
 Semble Consultants Inc.
 1000 State Street, Suite 200
 Boston, MA 02109
 Phone: 617-552-1000
 Fax: 617-552-1001

PROPOSED LOT 1	PROPOSED LOT 2								
Number	Length	Width	Area	Description	Number	Length	Width	Area	Description
L1A	130.00	100.00	13000.00	130' x 100'	L2A	130.00	100.00	13000.00	130' x 100'
L1B	130.00	100.00	13000.00	130' x 100'	L2B	130.00	100.00	13000.00	130' x 100'
L1C	130.00	100.00	13000.00	130' x 100'	L2C	130.00	100.00	13000.00	130' x 100'

REMAINING PARCELS				
Number	Length	Width	Area	Description
R1A	130.00	100.00	13000.00	130' x 100'
R1B	130.00	100.00	13000.00	130' x 100'
R1C	130.00	100.00	13000.00	130' x 100'

REMAINING PARCELS				
Number	Length	Width	Area	Description
R2A	130.00	100.00	13000.00	130' x 100'
R2B	130.00	100.00	13000.00	130' x 100'
R2C	130.00	100.00	13000.00	130' x 100'

REMAINING PARCELS				
Number	Length	Width	Area	Description
R3A	130.00	100.00	13000.00	130' x 100'
R3B	130.00	100.00	13000.00	130' x 100'
R3C	130.00	100.00	13000.00	130' x 100'

REMAINING PARCELS				
Number	Length	Width	Area	Description
R4A	130.00	100.00	13000.00	130' x 100'
R4B	130.00	100.00	13000.00	130' x 100'
R4C	130.00	100.00	13000.00	130' x 100'

REMAINING PARCELS				
Number	Length	Width	Area	Description
R5A	130.00	100.00	13000.00	130' x 100'
R5B	130.00	100.00	13000.00	130' x 100'
R5C	130.00	100.00	13000.00	130' x 100'

REMAINING PARCELS				
Number	Length	Width	Area	Description
R6A	130.00	100.00	13000.00	130' x 100'
R6B	130.00	100.00	13000.00	130' x 100'
R6C	130.00	100.00	13000.00	130' x 100'

REMAINING PARCELS				
Number	Length	Width	Area	Description
R7A	130.00	100.00	13000.00	130' x 100'
R7B	130.00	100.00	13000.00	130' x 100'
R7C	130.00	100.00	13000.00	130' x 100'

NO of 2000 (3 of 3)

Exhibit B



Map produced by Sudbury Valley Trustees. Data provided by Office of Geographic and Environmental Information (MassGIS), Commonwealth of Massachusetts Executive Office of Energy and Environmental Affairs. This map should be used for reference only. Boundary lines are approximate. Sudbury Valley Trustees - 18 Wolbach Road - Sudbury, MA 01776 - 978-443-5588 - web@svtweb.org - www.svtweb.org

Exhibit C
Certified Town Meeting Vote



TOWN OF WAYLAND

MASSACHUSETTS
01778

TOWN CLERK
Beth R. Klein
bklein@wayland.ma.us

ASSISTANT TOWN CLERK
Diane M. Gorham
dgorham@wayland.ma.us

TOWN BUILDING
41 COCHITUATE ROAD

TEL: 508-358-3630
508-358-3631
FAX: 508-358-1683
www.wayland.ma.us

ANNUAL TOWN MEETING VOTE CERTIFICATE

At a legal meeting of the qualified voters of the TOWN OF WAYLAND, held on April 7th, 2016, the following business was transacted under Article 30:

ARTICLE 30: APPROPRIATE FUNDS TO PURCHASE CONSERVATION RESTRICTION ON MAINSTONE FARM

VOTED that the Town authorize the Board of Selectmen, with the approval of Town Counsel as to form, to acquire by purchase, gift, eminent domain or otherwise a conservation restriction in accordance with Massachusetts General Laws Chapter 184, Sections 31 through 33, to be held by the Town of Wayland Conservation Commission and by the Sudbury Valley Trustees, Inc., on a parcel of land located on Old Connecticut Path and Rice Road, Wayland, Massachusetts containing 208.7 acres, more or less, which parcel of land to be covered by said conservation restriction is part of the parcel of land shown on Wayland Assessors Map as Parcel 35-031A and is shown as "87 Old Connecticut Path" on a plan entitled "Subdivision Plan of Land in Wayland Middlesex County Massachusetts" dated December 22, 2015, prepared for Mainstone Land Trust by Samiotes Consultants Inc., and recorded with the Middlesex South Registry of Deeds as Plan No. 100 of 2016 (Sheets 2 and 3 of 3), which plan is the basis for the sketch map attached to the Warrant for the Annual Town Meeting 2016 in Appendix K; and appropriate \$12,000,000 to be expended by the Board of Selectmen for the acquisition of said conservation restriction to be held by the Town of Wayland Conservation Commission and by Sudbury Valley Trustees, Inc.; and provide for said appropriation by (i) transferring \$2,100,000 from funds set aside in the

Community Preservation Fund for open space (ii) transferring \$2,900,000 from the uncommitted funds in the Community Preservation Fund; and (iii) authorizing the Town Treasurer, with the approval of the Board of Selectmen, to borrow \$7,000,000 in anticipation of future Community Preservation Fund revenues pursuant to Massachusetts General Laws Chapter 44B, Section 11.

VOTED:

IN FAVOR: 370
OPPOSED: 33 MOTION PASSED BY MORE THAN 2/3 VOTE

A true copy, Attest:



Beth R. Klein
Town Clerk

EXHIBIT B

Mainstone Farm Land Trust Conservation Restriction

Grantor : Margery M. Hamlen and Michael E. Mooney, as Trustees of Mainstone Farm Land Trust

Grantees: Sudbury Valley Trustees, Inc. and Town of Wayland

Property Address: XX Old Connecticut Path, Wayland, MA

For title see: Middlesex South Registry of Deeds Book

CONSERVATION RESTRICTION TO SUDBURY VALLEY TRUSTEES, INC. AND TOWN OF WAYLAND

September 30, 2016 Draft

I. GRANTOR CLAUSE:

We, **Margery M. Hamlen and Michael E. Mooney** as Trustees of Mainstone Farm Land Trust u/d/t dated April 1, 1991 recorded with Middlesex South District Registry of Deeds in Book 21128, Page 79 with and address of c/o Nutter McClennen & Fish, LLP, Seaport West, 155 Seaport Boulevard, Boston, MA 02110, for ourselves and our successors and assigns, (“Grantor”), being the owners of fee title for the parcel of land described below, hereby grant, with quitclaim covenants, pursuant to M.G.L. Ch. 184, §31-33, to **Sudbury Valley Trustees, Inc.**, a Massachusetts not-for-profit corporation organized under the provisions of M.G.L. Chapter 180, with a mailing address of 18 Wolbach Road, Sudbury, Massachusetts, 01776 and to the **Town of Wayland**, a Massachusetts municipal corporation, acting by and through its Conservation Commission, with a mailing address of 41 Cochituate Road, Wayland, MA 01778 (“Grantees”, which expression includes their permitted successors and legal assigns), in perpetuity and exclusively for conservation purposes, and pursuant to Article 97 of the Articles of Amendment of the Constitution of the Commonwealth of Massachusetts, and Section 170(h) of the Internal Revenue Code, for consideration of (\$100) paid, the following described perpetual Conservation Restriction on the entirety of a parcel of land located at **XX Old Connecticut Path** in the **Town of Wayland**, Massachusetts, containing 10.64 acres more or less, which parcel is described in Exhibit A attached hereto and made a part hereof and is shown as “Proposed Lot 1” on a plan of land entitled “_____” dated _____ and attached hereto as Exhibit B. For title, see the following deeds recorded in Middlesex South Registry of Deeds: Book 21128, Page 94, Book

21128, Page 97, [Reference pending deed from DHH to Trust]. (hereinafter referred to as the “Premises”).

II. PURPOSES:

The purposes of this Conservation Restriction are to assure that the Premises will be retained forever predominantly in their natural, scenic, agricultural and open condition; to preserve and protect in perpetuity the wildlife, aesthetic, ecological and environmental values of the Premises; and to prevent any use or change that would materially impair or interfere with the Conservation Values listed below. The Grantor intends that this Conservation Restriction will confine the use of the Premises to such activities as are consistent with the purposes of this Conservation Restriction.

The Premises contain unusual, unique or outstanding Conservation Values the protection of which in their predominately natural, vegetated, agricultural or open condition will be of benefit to the public. The Conservation Values include the following:

- A. **Open Space Preservation.** The protection of the Premises contributes significantly to the preservation of the natural and scenic character of the Town of Wayland.
- B. **Enhancement of Existing Conservation Land.** The protection of the Premises enhances the open space value of over 600 acres of other permanently protected nearby land, including the surrounding 208 acre Mainstone Farm conservation restriction, making the Premises part of a large network of land protected by the Town and Sudbury Valley Trustees.
- C. **Scenic Protection.** The Premises are part of a distinctive scenic landscape with beautiful views of and across the Premises that are highly visible from nearby public roads including Old Connecticut Path (east), which is designated as a scenic road by the Town of Wayland Scenic Roads Bylaw.
- D. **Protection of Wildlife Habitat.** The Premises contain open fields and woodland, providing quality wildlife habitat for a variety of species.
- E. **Agricultural Preservation.** The Premises contain fields currently used for agriculture and pasturing of livestock, the continuation of which will preserve uses and scenic vistas that are integral to the history of the property and represent the agricultural and farming heritage of the region and of the Town of Wayland. Preservation of the property will protect Prime Agricultural Soils and Soils of Statewide Importance.
- G. **Furtherance of Governmental Conservation Policy.** The Premises are identified in the Massachusetts Department of Conservation and Recreation’s 1982 Landscape Inventory Report, identifying landscapes that should be protected to conserve and protect natural, cultural, and recreational resources across the Commonwealth. The Premises are also identified as land meriting protection in the Town of Wayland’s most recently completed Open Space and Recreation Plan (1995). Protection of the Premises is

consistent with the goals of the Plan to preserve the semi-rural character of the Town; preserve the town's natural resources: water bodies, wetlands, municipal water supply, wildlife habitat, farmland, etc.; and provide opportunities for passive and active outdoor recreation within the Town.

III. 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 Grantor will neither perform nor allow others to perform the following acts and uses which are prohibited on, above and below the Premises:

1. Constructing or placing of any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, sight impervious fences, asphalt or concrete pavement, sign, billboard or other advertising display, antenna, utility pole, tower, wind turbine, solar energy panel, conduit, line, temporary or permanent lighting, parking lot or any other temporary or permanent structure, utility, or facility on, under, or above the Premises;
2. Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resources or natural deposits or other processes such as hydraulic fracturing; alteration of the existing natural topography of the Premises; withdrawal of ground water from the Premises, other than for use on the Premises;
3. Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, toxic or hazardous chemicals as defined under applicable federal or state law, or other substance or material whatsoever or the installation of underground storage tanks;
4. Cutting, removing or otherwise destroying trees, shrubs, grasses or other vegetation, including leaf litter;
5. The use, parking, or storage of trailers (other than for permitted agricultural uses), or automobiles, trucks, motorcycles, motorized trail bikes, all-terrain vehicles and snowmobiles, or any other motorized or power-driven vehicles, except as necessary for emergency purposes, handicapped accessibility or the conduct of activities permitted in paragraph B;
6. The conveyance of a part or portion of the Premises alone, or the division or subdivision of the Premises (as compared to the conveyance of the Premises in its entirety which shall be permitted) without the prior written consent of Grantees; but in no event shall any portion of the Premises be used towards building requirements on this or any other parcel. No development rights which have been encumbered or extinguished by this Conservation Restriction shall be transferred to any other lands

pursuant to a transferable development rights scheme or cluster development arrangement or otherwise;

7. Activities detrimental to wildlife habitat, drainage, flood control, water conservation, water quality, erosion control, soil conservation, or archaeological conservation;

8. Using the Premises for more than *de minimis* commercial recreational purposes as defined at Section 2031(c) of the Code, and conducting any other business, residential or industrial use of the Premises, except as expressly permitted;

9. Pollution, alteration, depletion, diversion, channelization, damming, draining, or extraction of surface water, natural water courses, ponds, marshes, subsurface water or any other water bodies;

10. The construction of any new roads on the Premises;

11. The disruption, removal or destruction of the stone walls or granite fence posts on the Premises;

12. The introduction of non-native species of plants and animals determined by the Commonwealth of Massachusetts to be invasive or otherwise detrimental to the ecology and biodiversity of the Premises and nearby conservation land;

13. Any other activity on or use that is inconsistent with the Purposes of this Conservation Restriction or that would materially impair its Conservation Values.

B. Permitted Uses and Exceptions to Prohibited Activities and Uses. The following activities and uses of the Premises are expressly permitted, provided that such uses and activities to the extent described below do not materially impair the Purposes of this Conservation Restriction.

1. **Building Envelope.** Exclusively within the building envelope as shown on Exhibit B:

(a) The construction, use, maintenance, repair, expansion, or replacement of one (1) single-family house and appurtenant structures, provided that the initial construction or replacement of the entire building is conducted only after prior notice to Grantees as provided in Section IV, that any complete reconstruction or replacement of a house be located substantially on the footprint of the previous house, and provided that no structures exceed the lesser of 35' or 2 ½ stories from original grade, exclusive of chimneys, weathervanes, antennas, etc., provided such features are not used for living purposes. Grantor will provide notice to Grantees as provided in Section IV at or before the time of application for a building permit for any new or reconstructed residence and any new or reconstructed structures permitted by this paragraph.

(b) The use, maintenance, repair, and paving of one (1) driveway to serve said house and appurtenant structures.

- (c) Gardening and landscaping incidental to residential uses.
- (d) The installation, maintenance, repair, replacement, removal and relocation of utility facilities and services for the purpose of providing utility services to the Premises consistent with the purposes of the Conservation Restriction. As used herein, the term “utility facilities and services” shall include sanitary disposal serving any residential or nonresidential use of the land consistent with the purposes of this Conservation Restriction and the digging or drilling of water wells and associated dedicated utilities, provided that such wells are for use of the extracted water solely on the Premises. Grantor will provide notice to Grantees as provided in Section IV at or before the time of application for a building or other permit for any new or reconstructed structures permitted by this paragraph.
- (e) Agricultural and Animal Husbandry Structures. With the prior written approval of Grantees, the construction, use, maintenance and repair of buildings, structures or facilities exclusively for use in support of farming, agriculture, animal husbandry, or horticulture, including barns, greenhouses, sheds and appurtenant structures such as utility poles, water lines, and dirt or gravel access roads and septic systems. Excepting greenhouses, the exterior of such structures shall be made of or resemble natural materials. No residential use of barns shall be permitted.
- (f) Temporary Agricultural Structures. The placement and maintenance of temporary structures, including without limitation, temporary structures relating to livestock such as hayracks, shelters, watering troughs and the like.

2. Recreational Activities. The exercise and training of dogs, hiking, equestrian activities, sledding, skiing and other outdoor recreational activities that do not materially alter the landscape or degrade environmental quality.

3. Trails. The construction, maintenance, and marking of trails (including bridges and boardwalks) for pedestrian and equestrian use and for farm vehicles;

4. Wood and Farm Roads; Driveways. The maintenance of currently existing wood and farm roads located on the Premises, substantially in their present condition or as reasonably necessary for the uses hereinafter permitted.

5. Agricultural Activities.

(a) Agricultural, horticultural and animal husbandry operations carried on with sound agricultural and livestock management practices, which promote environmentally sound agriculture, including without limitation the cultivation, improvement, mowing and grazing of existing fields, and the mowing and grazing of existing meadows, and with prior written approval of Grantees the expansion of fields and meadows and the creation of new fields and meadows.

(b) The use of fertilizers, herbicides and pesticides in accordance with the manufacturers’ recommendations, with a preference for non-chemical, naturally sustainable and/or organic farming methods. Any agricultural chemicals used on the Premises shall be registered under Commonwealth of Massachusetts regulations and used in accordance and consistent with all pertinent federal, state, and local instructions, limitations, laws, zoning, rules, and regulations;

- (c) The installation and use of irrigation equipment to service permitted agricultural activities on the Premises;
- (d) The maintenance, repair and construction of gates and stone walls on the Premises, provided that prior written approval of Grantees is required for the construction of new stone walls and openings in areas visible from Rice Road and Old Connecticut Path;
- (e) The installation of sight pervious fencing, (including electrified fencing for the control of animals);
- (f) Conducting of educational activities and programs related to the present or future agricultural uses of the Premises, such as programs designed to promote an appreciation and understanding of agriculture.

6. Forestry. In accordance with generally accepted forestry management practices, (i) selective pruning and cutting to prevent, control or remove hazards, disease, insect damage or fire or to preserve the present condition of the Premises, including vistas, wood and farm roads, driveways and trails or to improve sight lines at road intersections so as to promote vehicular traffic safety; (ii) selective harvesting of trees to provide construction materials or firewood for use on the Premises; (iii) the right to conduct, or to permit others to conduct, sound silvicultural uses of the Premises, including the right to commercially harvest forest products, and, when required by law, be carried on pursuant to a Forest Cutting Plan prepared by a licensed professional forester and approved by the Department of Conservation and Recreation acting by and through its State Forester (or any successor agency), which plan is designed to protect the purposes of this Conservation Restriction, including without limitation, scenic and wildlife habitat values. A copy of such forestry management plan shall be submitted to Grantees when completed and a copy of any cutting plan pursuant thereto shall be submitted to the Grantees at least thirty (30) days prior to any cutting taking place. Any removal of trees and brush in violation of the plan shall be remedied by the planting and maintenance of trees and brush of the size and type removed.

7. Excavation Activities. Excavation and removal from the Premises of fieldstone, soil, gravel, or other mineral resources or natural deposits as may be incidental to the expansion or improvement of agricultural fields, the installation, maintenance or removal of underground drainage facilities and other underground facilities or structures permitted on the Premises by this Conservation Restriction, all such activities to be conducted in a manner which is both consistent with good drainage and soil conservation practices and consistent with other purposes of this Conservation Restriction.

8. Composting and Brush Piles. The stockpiling and composting of organic material originating on or off the Premises for use on the Premises (but stumps, tree and brush limbs only if they originate on the Premises), in locations where the presence of such materials will not have a deleterious impact on the purposes of this Conservation Restriction.

9. Wells and Springs. The repair, construction, reconstruction and maintenance of drilled and driven wells, the tapping of springs, and the installation, repair and

maintenance of associated water lines and water distribution and collection equipment, provided, however, that any withdrawal of water shall be solely for use on the Premises;

10. Septic Systems. With the prior written approval of Grantees, the construction, repair and maintenance of septic systems to serve the Building Envelope, provided that no practical alternative site exists within the Building Envelope.

11. Utilities, Culverts and Drainage Ditches. Maintenance, repair, construction, expansion and replacement of underground utilities, ditches, culverts, canals and drainage structures for activities permitted on the Premises, all in a manner consistent with good drainage and soil conservation practices and consistent with other purposes of this Conservation Restriction;

12. Signs. The erection, maintenance, and replacement of signs with respect to hunting, trespass, trail access, identity and address of the occupants, sale of the property, the Grantees' interest in the property, and the protected agricultural and conservation values.

13. Emergency Egress Construction and maintenance of a gravel road no greater than the minimum width required by the Town of Wayland for an emergency access roadway, in substantially the location shown on Exhibit A to provide emergency egress and pedestrian access only from The Way to Forest Hill Road.

C. Additional Affirmative Covenants and Obligations

Under this Conservation Restriction, the Grantor shall maintain the open fields on the Premises shown on Exhibit B as "Open Field Area" by periodic mowing, or other methods of woody vegetation and invasive species control, with the exception of any area created or maintained for habitat in consultation with the Grantees. Non-chemical, naturally sustainable and/or organic methods of vegetation removal are preferred. If Grantor does not maintain the Open Field Area, then this Conservation Restriction also grants to the Grantees the right, but not the obligation, to maintain said area, provided, however, Grantor is first notified in writing at least thirty (30) days prior to the exercise of such right, with said Notice as described in Section IV being provided which details the scope, nature, and extent of proposed activities.

IV. NOTICE AND APPROVAL:

A. Notice of Intention to Undertake Certain Permitted Actions. Grantor agrees to notify Grantees before exercising any right described as a permitted use under Section III that explicitly requires notice to Grantees. The purpose of said notification is to afford Grantees an adequate opportunity to monitor the activities in question and to ensure that they are designed and carried out in a manner that is consistent with the Purposes of this Conservation Restriction. Notices shall be sent to Sudbury Valley Trustees with a copy to the Wayland Conservation Commission, and shall be in writing and delivered by hand with a receipt, or mailed postage prepaid by registered or certified mail return receipt requested, or delivered by a recognized overnight

delivery service, or sent by facsimile transmission, not less than forty-five (45) days prior to the date Grantor intends to undertake the activity in question. Notices shall be effective upon such personal delivery, or if mailed or sent by delivery service upon the date shown on the return receipt, or if sent by facsimile or U.S. Postal Service on the date so sent. Notices shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantees to make an informed judgment as to its consistency with the Purposes of this Conservation Restriction.

- B. Grantees' Approval.** Where Grantees' approval is required as set forth under Section III, Grantees shall grant or deny their approval within forty-five (45) days from the effective date of the Grantor's notice described in Section IV Paragraph A above. Approval or denial by the Grantees shall be in writing and delivered by hand, or mailed postage prepaid by registered or certified mail return receipt requested, or delivered by a recognized overnight delivery service, or sent by facsimile transmission. Failure of Grantees to respond within said period shall be deemed to constitute approval by Grantees of the request as submitted, so long as the request sets forth the provisions of this paragraph relating to deemed approval after the passage of time and the requested activity is not expressly prohibited herein. Grantees' approval may be withheld or conditioned only upon a reasonable determination by Grantees that the action as proposed would be inconsistent with the Purposes or materially impair the conservation values described in Section II of this Conservation Restriction.

V. LEGAL REMEDIES OF THE GRANTEES:

- A. Legal and Injunctive Relief.** The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to its condition prior to the time of the injury complained of (it being agreed that the Grantees will have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantees.
- B. Reimbursement of Costs of Enforcement.** Grantor covenants and agrees to reimburse the Grantees to the extent permitted by operation of law for all reasonable costs and expenses (including without limitation counsel and survey fees) incurred in enforcing this Conservation Restriction or in remedying or abating any violation thereof, provided that Grantor either admits or is found by a court of competent jurisdiction to have violated this Conservation Restriction in such enforcement or corrective action. Prior to commencing any proceeding to enforce this Conservation Restriction or taking any action to remedy or abate any violation of this Conservation Restriction by Grantor, the Grantees shall give written notice to Grantor of the alleged violation and shall afford Grantor thirty (30) days or such longer period as is reasonable under the circumstances to cure such alleged violation.

- C. **Disclaimer of Liability.** By acceptance of this Conservation Restriction, the Grantees do not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantees or their agents.
- D. **Severability Clause.** If any provision of this Conservation Restriction shall to any extent be held invalid, the remainder shall not be affected.
- E. **Non-Waiver.** Any election by the Grantees as to the manner and timing of their right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.
- F. **Survey Disputes.** In the event of a dispute over the location of the boundaries, the Grantor and Grantees shall share the expense of survey work necessary to determine the proper location of boundaries, including the expense of placing permanent boundary markers delineating the boundaries of this Conservation Restriction.
- G. **Acts Beyond the Grantor's Control.** Nothing contained in this Conservation Restriction shall be construed to entitle the Grantees to bring any actions against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, non-human caused change (e.g., changes caused by beaver or deer) or natural processes, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. The parties to this Conservation Restriction agree that in the event of damage to the Premises from acts beyond the Grantor's control, that if it is desirable and feasible to restore the Premises, the parties will cooperate in attempting to do so.
- H. The Grantees share joint and several enforcement responsibility of the Conservation Restriction, including obtaining cease and desist orders, temporary restraining orders, injunctions, and judgments. If a Grantee is unable to enforce the terms of this Conservation Restriction, said Grantee shall assign their right of enforcement to the other Grantee who may then proceed as the sole enforcer of the Conservation Restriction.

VI. ACCESS:

Grantor grants to the Grantees, or their duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction. The Grantor also grants to the Grantees, after notice of a violation and failure of the Grantor to cure said violation, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof.

VII. EXTINGUISHMENT:

- A. **Grantees' Receipt of Property and Development Rights.** The Grantor and the Grantees agree that the grant of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantees, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction, determined at the time of extinguishment, bears to the value of the Premises at that time.
- B. **Right of Grantees to Recover Proportional Value at Disposition.** If any occurrence ever gives rise to extinguishment or other release of the Conservation Restriction as determined by a court of competent jurisdiction under applicable law or after review and approval by the Secretary of Energy and Environmental Affairs (or successor official), then the Grantees, on a subsequent sale, exchange or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds equal to such proportionate value, to be determined by appraisal at the time of this grant, subject, however, to any applicable law which expressly provides for a different disposition of proceeds and after complying with the terms of any gift, grant, or funding requirements.
- C. **Grantor/Grantees Cooperation Regarding Public Action.** Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantees shall cooperate in recovering the full value of all direct and consequential damages resulting from such action;
- D. **Apportionment between Grantees**
As between the Grantees, Sudbury Valley Trustees, Inc., and the Town of Wayland, the Grantees agree that all proceeds and expenses allocated to the Grantees collectively under this Section VII shall be apportioned as follows as between the Grantees individually:
- a. Sudbury Valley Trustees, Inc.: twenty percent (20%) of the allocation
 - b. Town of Wayland: eighty percent (80%) of the allocation
- This apportionment of allocations to the Grantees shall remain constant throughout the term of this Conservation Restriction.
- E. **Allocation of Expenses upon Disposition.** All related expenses incurred by the Grantor and the Grantees shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantees in shares equal to such proportionate value after complying with the terms of any gift, grant, or funding requirements.
- F. **Continuing Trust of Grantees' Share of Proceeds of Conservation Restriction Disposition.** The Grantees shall use their share of the proceeds in a manner consistent with the Purposes of this grant.

VIII. ASSIGNABILITY:

- A. **Running of the Burden.** The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and its successors and assigns holding any interest in the Premises.
- B. **Execution of Instruments.** The Grantees are authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantor on behalf of itself and their successors and assigns appoint the Grantees their attorney-in-fact to execute, acknowledge and deliver any such instruments on their behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree to execute any such instruments upon request.
- C. **Running of the Benefit.** The benefits of this Conservation Restriction shall run to the Grantees, shall be in gross and shall not be assignable by the Grantees, except in the following instances and from time to time:
1. As a condition of any assignment, the Grantees requires that the purpose of this Conservation Restriction continue to be carried out;
 - (a) Any assignee, at the time of assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and under Section 32 of Chapter 184 of the General Laws as an eligible donee to receive this Conservation Restriction directly; and
 - (b) Grantees comply with the provisions of Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

IX. SUBSEQUENT TRANSFERS:

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Premises, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantees of the transfer of any interest at least twenty (20) days prior to the date of such transfer. Failure of the Grantor to do either shall not impair the validity of this Conservation Restriction or limit its enforceability in any way.

X. NON MERGER:

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantees agrees that they will not take, title to any part of the Premises without having first assigned this Conservation Restriction to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner. No deed shall be effective until this Conservation Restriction has been assigned to a non-fee owner or other action taken to avoid a merger and preserve the terms and enforceability of this Conservation

Restriction by a non-fee owner. It is the intent of the parties that the Premises will be subject to the terms of this Conservation Restriction in perpetuity, notwithstanding any merger.

XI. ESTOPPEL CERTIFICATES:

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

XII. AMENDMENT:

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantees may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantees under any applicable laws, including Sections 501(c)(3) and 170(h) of the Internal Revenue Code of 1986, as amended, and Sections 31-33 of Chapter 184 of the General Laws of Massachusetts. Any amendments to this Conservation Restriction shall occur only in exceptional circumstances. The Grantees will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the Purposes of this Conservation Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs and, if applicable, shall comply with the provisions of Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Middlesex South District Registry of Deeds.

XIII. EFFECTIVE DATE:

This Conservation Restriction shall be effective when the Grantor and the Grantees have executed it, the administrative approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and it has been recorded, or if registered land, it has been registered.

XIV. RECORDING:

The Grantor shall record this instrument in a timely fashion in the Middlesex South District Registry of Deeds.

XV. TERMINATION OF RIGHTS AND OBLIGATIONS:

Notwithstanding anything to the contrary contained herein, the rights and obligations under this Conservation Restriction of any party holding any interest in the Premises terminate upon and to the extent of such party's transfer of its interest, except that liability for acts or

omissions occurring prior to transfer, and liability for the transfer itself if the transfer is in violation of this Conservation Restriction, shall survive the transfer.

XVI. MISCELLANEOUS:

- A. **Controlling Law.** The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.
- B. **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the Purposes of this Conservation Restriction and the policy and purpose of M.G.L. Chapter 184, Sections 31-33. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purposes of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.
- C. **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to the Conservation Restriction and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Restriction, all of which are merged herein.
- D. **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
- E. **Pre-existing Rights of the Public.** Approval of this Conservation Restriction pursuant to M.G.L. Chapter 184, Section 32 by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.
- F. **Compliance with Applicable Law.** The exercise of any right reserved under this Conservation Restriction by the Grantor or its successors and assigns shall be in compliance with the applicable provisions of the state Wetlands Protection Act (Massachusetts General Laws Chapter 131, Section 40, as amended) and all other applicable federal, state, and local law. The signing of this Conservation Restriction by the Secretary does not imply approval for any activities requiring a permit.
- G. **Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally with a receipt (or an affidavit of delivery if the addressee refuses to provide a receipt or is not present) or sent by first class mail, postage prepaid, or recognized overnight courier service, delivery confirmation requested; addressed as follows:

To Grantor: Mainstone Farm Land Trust
Margery M. Hamlen and Michael E Mooney, Trustees
c/o Nutter McClennen & Fish LLP
Seaport West
155 Seaport Boulevard
Boston, MA 02110

To Grantees: Sudbury Valley Trustees, Inc.
18 Wolbach Road
Sudbury, Ma 01776
ATTN: Director of Stewardship

Town of Wayland
41 Cochituate Road
Wayland, MA 01778
ATTN: Conservation Administrator

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

H. Homestead. The Grantor hereby agree to waive and subordinate any and all M.G.L. Chapter 188 Homestead rights they may have in favor of this Conservation Restriction and swear or affirm under pains and penalties of perjury that there is no one else entitled to the benefits of M.G.L. c. 188 who has not signed to waive and subordinate their benefits with respect to any portion of the Premises affected by this Conservation Restriction, and hereby agree to execute, deliver and/or record any and all instruments necessary to effectuate such waiver and subordination. In all other respects, the Grantor reserve and retain any and all Homestead rights, subject to this Conservation Restriction, pursuant to M.G.L. Chapter 188, including §10(e).

J. Deferred Like-Kind Exchange. Grantees understand and acknowledge that one or more of the Grantor may wish to structure this transaction as a tax deferred exchange of like-kind property within the meaning of section 1031 of the Internal Revenue Code. Grantees agree to reasonably cooperate with Grantor to effect such an exchange; provided, however, that Grantees shall not be required to acquire or take title to any exchange property, incur any expense or liability whatsoever in connection with the exchange, including, without limitation, any obligation for the payment of any escrow, title, brokerage or other costs incurred with respect to the exchange, and no such exchange shall delay the grant of this Conservation Restriction. In addition, the Grantor shall indemnify and hold Grantees harmless from any and all costs, expense or liability incurred solely as a result of Grantees accommodating such tax deferred exchange.

There are attached hereto or recorded simultaneously herewith and incorporated herein by reference the following Exhibits:

Exhibits:

- A. Description of Premises
- B. Plan showing the Premises

[Signatures and approvals appear on the following pages.]

Executed under seal this ____ day of _____, 2017.

By: _____
Margery M. Hamlen
Trustee as aforesaid and not individually

By: _____
Michael E. Mooney
Trustee as aforesaid and not individually

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this ____ day of _____, 2017, before me, the undersigned Notary Public, personally appeared the above-named _____, proved to me by satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose.

Notary Public:
My Commission Expires:

ACCEPTANCE OF GRANT

Sudbury Valley Trustees, Inc. accepts the above Conservation Restriction from The Mainstone Farm Land Trust.

By: _____
Its Executive Director

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this ____ day of _____, 2017 before me, the undersigned Notary Public, personally appeared the above-named _____, Executive Director of Sudbury Valley Trustees, Inc., proved to me by satisfactory evidence of identification, being (check whichever applies): driver’s license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose.

Notary Public:
My Commission Expires:

ACCEPTANCE OF CONSERVATION COMMISSION

The above Conservation Restriction from the Mainstone Farm Land Trust was accepted by the Conservation Commission of the Town of Wayland _____ this _____ day of _____, 2017.

Middlesex, ss.

On this ____ day of _____ 2017, before me, the undersigned notary public, personally appeared _____,

_____, and _____, proved to me through satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatories, or my own personal knowledge of the identity of the signatory, to be the persons whose names are signed above, and acknowledged the foregoing to be signed by them voluntarily for its stated purpose as members of the Conservation Commission of the Town of Wayland

Notary Public
My Commission Expires:

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

The undersigned, Secretary of the Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction to Sudbury Valley Trustees, Inc. and the Town of Wayland has been approved in the public interest pursuant to M.G.L. Chapter 184, Sections 31-33.

Secretary of Energy and Environmental Affairs

Date

COMMONWEALTH OF MASSACHUSETTS

Suffolk , ss

On this ____ day of _____, 2017 before me, the undersigned Notary Public, personally appeared the above-named _____, Secretary of the Massachusetts Executive Office of Energy and Environmental Affairs, proved to me by satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose.

Notary Public:
My Commission Expires:

EXHIBIT A

Description of Premises

EXHIBIT B
Plan of Land [placeholder until engineered plan is complete]



CHICAGO TITLE INSURANCE COMPANY

COMMITMENT (rev. but not updated 4/8/2016)

SCHEDULE A

Number: 16-50887

Effective date:
March 11, 2016
at 4:00 P.M.

Prepared For: Sudbury Valley Trustees, Inc.

Inquiries should be directed to:

Jeffrey L. Ontell, Esq.
Marsh, Moriarty, Ontell & Golder, P.C.
18 Tremont Street, Suite 900
Boston, Massachusetts 02108
(617) 778-5100

1. Policy or Policies to be issued:

ALTA OWNERS Policy (Rev. 06-17-06)

Amount \$15,000,000.00

Proposed Insured: Sudbury Valley Trustees, Inc. and the
Town of Wayland, Massachusetts

2. The estate or interest in the land described or referred to in this Commitment and covered herein is a fee simple, and title thereto is at the effective date hereof vested in **a.) Margery M. Hamlen and Michael E. Mooney, Trustees of Mainstone Farm Land Trust** u/d/t dated April 1, 1991 and recorded with Middlesex South Registry of Deeds in Book 21128, Page 79 by deed of Devens H. Hamlen dated April 12, 1991 and recorded in Book 21128, Page 94 and by deed of James M. Hamlen dated April 18, 1991 and recorded in Book 21128, Page 97; **b.) Devens H. Hamlen** by deed dated December 29, 1970 and recorded in Book 11937, Page 566 and by deed dated December 29, 1970 and recorded in Book 27708, Page 472; and **c.) Margery K. Hamlen** by deed dated May 2, 1991 and recorded in Book 21170, Page 21.
3. The land referred to in the Commitment is located at Old Connecticut Path and Rice Road, Wayland, Massachusetts all more particularly described in Exhibit A attached and made a part hereof.

Note: As used herein, "recorded" shall mean "recorded with the Middlesex South Registry of Deeds".

SCHEDULE B -- Section 1

The following are the requirements to be complied with:

1. Instrument(s) creating the estate or interest to be insured must be approved, executed and filed for record, to wit:
 - a. Due execution and recordation of a Conservation Restriction from Margery M. Hamlen and Michael E. Mooney, Trustees of Mainstone Farm Land Trust; Devens H. Hamlen and Margery K. Hamlen to Sudbury Valley Trustees, Inc. and the Town of Wayland, Massachusetts.
 - b. In the case of corporate signatories, documents must be signed by the President or Vice President and Treasurer or Assistant Treasurer of the corporations. Alternatively, corporate resolutions which authorize the signatories on the documents must be obtained and recorded with a clerk's certificate of incumbency.
 - c. Obtain and record certificate from the Trustees of the Mainstone Farm Land Trust that said Trust is in full force and effect, not having been amended, revoked or terminated, except by instruments duly recorded, that said Trustees are the sole Trustees of said Trust, that there have always existed and do presently exist beneficiaries of said Trust, that no beneficiary is a minor, a corporation selling all or substantially all of its assets or a personal representative of an estate subject to estate tax lien or is now deceased or under any disability and that said Trustees have been duly authorized and directed by all of the beneficiaries of said Trust, in accordance with its provisions, to execute and deliver the proposed insured Conservation Restriction.
2. Payment of the full consideration to, or for the account of, the grantors of the Conservation Restriction.
3. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable. Current Certificate of Municipal Liens and/or evidence of payment of such matters must be obtained in order to modify Schedule B -Section 2, Item 5.
4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.
5. Certificate as to the proper release and recordation of discharges of the following matters:
 - a. Mortgage from Devens Hamlen to East Boston Savings Bank dated November 25, 2014 and recorded in Book 64566, Page 394.

6. Receipt of Affidavit executed by the Owner for deletion or modification, as appropriate, of Schedule B-Section 2, items 1 and 2 hereof.
7. Receipt of current as-built, survey and surveyor's report for deletion of the survey exception, which disclose no matters affecting title.
8. Payment of premium at applicable rates and payment of Marsh, Moriarty, Ontell and Golder, P.C. legal fees. This commitment is effective for a period of six (6) months, only, and may only be relied upon by the person for whom it was prepared. Any reliance upon or use of this Commitment by another person is strictly prohibited and may give rise to a claim in favor of Marsh, Moriarty, Ontell and Golder, P.C. for a fee.
9. Upon full disclosure to the Company of the nature and scope of this transaction and its review and approval of the closing documents, including updated Certification of Title, the Company reserves the right to raise such other and further exceptions and requirements as are appropriate.

Conditions

10. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
11. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

12. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
13. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

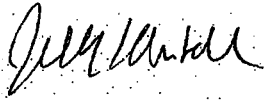
SCHEDULE B -- Section 2

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Rights or claims of present tenants, lessees or parties in possession not shown by the public record.
2. Any lien, or right to a lien, for services, labor or material, heretofore or hereafter furnished, imposed by law and not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
4. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
5. Such facts as would be disclosed by a current Certificate of Municipal Liens.
6. The exact acreage or square footage being other than as stated in Exhibit A annexed or the plan(s) therein referred to.
7. Title to and rights of the public and others entitled thereto in and to those portions of the insured premises lying within the bounds of the adjacent streets and ways.

8. There is added after any Special Exception appearing in this Schedule B relative to covenants, conditions and restrictions, the following ‘..but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable, state or federal laws, except to the extent that said covenant or restriction is permitted by applicable Law.’
9. Agricultural or Horticultural Land Tax Lien (Chapter 61A) dated May 12, 1977 and recorded in Book 13307, Page 72.
10. Agricultural or Horticultural Land Tax Lien (Chapter 61A) dated May 20, 1986 and recorded in Book 17207, Page 400.
11. Easement dated April 17, 1961 and recorded in Book 9801, Page 52.
12. Easement dated April 17, 1961 and recorded in Book 9801, Page 54.
13. Order of Taking for the relocation and repair of Old Connecticut Path by the Middlesex County Commissioners dated January 28, 1964 and recorded in Book 9910, Page 234.
14. Easement to Boston Edison Company and New England Telephone and Telegraph Company dated January 26, 1962 and recorded in Book 9992, Page 357.
15. Order of Layout of Rice Road by the Town of Wayland dated February 17, 1964 and recorded in Book 10503, Page 69.
16. Order of Taking in fee for highway purposes by the Town of Wayland dated March 8, 1965 and recorded in Book 10771, Page 18.
17. Order of Taking by the Town of Wayland in fee for highway purposes dated May 22, 1975 and recorded in Book 12812, Page 280.
18. Covenant set forth in deed to Margery H. Hamlen dated May 2, 1991 and recorded in Book 21170, Page 21.
19. Agricultural or Horticultural Land Tax Lien (Chapter 61A) dated December 22, 1995 and recorded in Book 26172, Page 572. (Affects Margery Hamlen Parcel)
20. Rights of all entitled in and to the “Way” shown on plan no. 100 of 2016.

21. The provisions of Restrictive Agreement dated September 25, 1997 and recorded in Book 27708, Page 476.



Jeffrey L. Ontell
Authorized Signatory

G:\cj\50887-commit 2016



EXHIBIT A

The land in Wayland, Middlesex County, Commonwealth of Massachusetts shown as the parcels "N/F Mainstone Farm Land Trust Book 21128, Page 94" and "Proposed Lot 1" on plan entitled "Subdivision Plan of Land in Wayland Middlesex County Massachusetts December 22, 2015" prepared by Samiotes Consultants, Inc. and recorded with Middlesex South Registry of Deeds as Plan No. 100 of 2016.

Together with the benefit of the following rights and easements:

1. Together with the appurtenant rights set forth in deed dated November 15, 1963 and recorded in Book 10434, Page 249.
2. Easements reserved in deed dated March 19, 1963 and recorded in Book 10234, Page 461.
3. The reserved rights set forth in Conservation Restriction dated June 7 1993 and recorded in Book 23405, Page 23.

Rider A

To Purchase and Sale Agreement dated _____, 2016 for two Conservation Restrictions covering premises at Mainstone Farm, Wayland, MA. by and between Devens H. Hamlen, individually, Margery M. Hamlen, individually, Margery M. Hamlen and Michael E. Mooney, Trustees (“Sellers”) and Sudbury Valley Trustees, Inc. and Town of Wayland (“Buyers”)

23. BUYER’S DEFAULT; DAMAGES. If Buyers fail to perform their obligations and agreements herein, Sellers shall have all remedies available to them at law or in equity, with the exception of specific performance. Such remedies shall include damages for the Sellers costs and expenses in preparing to sell the Conservation Restrictions to Buyers, including, without limitation, counsel, appraisal, survey and engineering costs and expenses.

24. SELLERS’ DEFAULT; DAMAGES. If Sellers fail to perform their obligations and agreements herein, Buyers shall have all remedies available to them at law or in equity, including without limitation, specific performance, or damages for Buyers costs and expenses in preparing to purchase the Conservation Restriction, including without limitation counsel, appraisal and engineering costs and expenses, PROVIDED, HOWEVER, that if Buyers seek and obtain specific performance, the BUYERS waive any right to monetary damages in excess of their costs of any litigation (including reasonable attorney’s fees) engaged in to enforce said specific performance right.

25. ACCESS TO PREMISES. From and after the date of this Agreement, Sellers agree to permit Buyers and its designees, reasonable access, at reasonable times, to the Premises. Said right of access shall be exercised only in the presence of Sellers, or the Sellers’ representative, and only after reasonable prior notice to the Sellers and with Sellers’ prior consent. Such consent may be conditioned so as to minimize, to the greatest extent possible, interference with Sellers’ use, and enjoyment of the Premises. Under no such circumstance shall the Buyers or any agent of the Buyers be allowed to make any sort of alteration to the Premises during their access, without the prior written consent of the Sellers. In consideration of the foregoing, Buyers agrees to indemnify, defend and hold harmless the Sellers from any and all costs (including reasonable attorney’s fees), damages and claims for damage to property or persons caused by Buyers or Buyers’ agent(s) while on the premises or as a result of Buyers or Buyers’ agent(s) being on the premises.

26. SELLER NOT A “FOREIGN PERSON”. Sellers represent that none of the Sellers is a “foreign person” as defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and agree to deliver to Buyers, at or before the Closing, one or more executed "non-foreign" affidavits in compliance with the Section 1445(b)(2) of the Code and the regulations thereunder.

27. SELLER REPRESENTATIONS AND WARRANTIES Sellers represent and warrant on the date of this Agreement and at all times through Closing:

- (a) There are no pending (or to Sellers' knowledge, threatened) matters of litigation, administrative actions or arbitration affecting the premises or Sellers' interest in the premises;
- (b) Sellers know of no fact or condition that exists which would result in the termination or impairment of access to the premises;
- (c) Sellers are not a party to, and to Sellers' knowledge the premises are not otherwise subject to, any option, sale contract or lease or other contract, written or oral, that cannot be terminated at or prior to Closing, and any contracts affecting the premises shall be terminated prior to Closing at Sellers' sole cost and expense, except for contracts (if any) with farm managers;
- (d) To Sellers' knowledge, there are no persons in possession or occupancy of the premises or any part thereof other than Sellers, nor are there persons who have rights of possession with respect to the premises other than Sellers;
- (e) Sellers have not received any notice of any violations of any legal requirements in respect to the premises that have not been corrected;
- (f) Sellers have full capacity, right, power and authority to execute, deliver and perform this Agreement and to convey the Conservation Restrictions to Buyer, and all documents to be executed by Sellers pursuant to this Agreement, and all required actions and approvals therefore have been or will be duly taken and obtained;
- (g) To Sellers' knowledge, there are no unperformed obligations relating to the premises outstanding to any government or quasi-governmental body and
- (h) There are no condemnation proceedings pending or, to Sellers' knowledge, threatened, with respect to the premises.

28. SELLER'S COVENANTS. Sellers covenant that, between the date of this Agreement and Closing:

- (a) Except as provided herein, Sellers shall not sell, contract to sell, option, lease, convey (absolutely or as security), or otherwise encumber or dispose of all or any part of any estate or interest in the premises, nor take any action that would change or affect the zoning or physical condition of the premises, unless and to the extent requested by Buyer in writing, PROVIDED, HOWEVER, that a Seller may, after notice to Buyer, convey portions of the premises owned by that Seller to others of the Sellers ;

- (b) Sellers shall not undertake any work nor make any contract or arrangement of any kind that may give rise to a lien or claim of lien on the premises;
- (c) Sellers shall comply with all federal, state and local statutes, ordinances, bylaws, regulations and orders relating to the premises;
- (d) Sellers shall pay all real property taxes that are due and owing on the premises;
- (e) Sellers shall maintain general liability insurance coverage of \$1 million general aggregate liability and \$500,000 per occurrence on the premises; and
- (f) All of Sellers representations, warranties and covenants shall survive Closing for a period of one (1) year.

29. TITLE. Without limitation of any other provision of this agreement, the premises shall not be in compliance with the provisions of the purchase and sale agreement with respect to title, unless:

- a. All structures and improvements on said premises, including, without limitation, any driveways, means of access, garages, decks, sheds, shall be wholly within the lot lines of the premises, shall not encroach upon or under any property not within lot lines;
- b. No building, structure, improvement way or property of any kind encroaches upon or under said premises from other premises;
- c. Said premises shall have vehicular and pedestrian access to a public way, which public way is duly laid out or accepted as such by the city or town in which said premises are located;
- d. The Premises are not located within a flood zone;
- e. There are no outstanding Orders of Conditions on record and then in effect with respect to the premises.

30. TITLE OBJECTIONS. Sellers shall use diligent, good faith efforts to satisfy or to correct all Title Objections on or before the Closing date, at Sellers expense. In the event the Sellers contest the legitimacy of any Title Objection which is not specified in Exhibit C, the questioned Title Objection will be submitted to the Buyers' title insurer or other mutually acceptable third party title professional for a determination that the Title Objection is well founded and prohibits or materially interferes with the purposes of the Conservation Restrictions. The cost of such determination, if any, shall be shared equally by the Buyers and Sellers, with each paying fifty percent of the cost. In all cases, Sellers' efforts shall always be subject to the monetary limitations set forth in Paragraph 8, as applicable. If, despite the exercise of such efforts, Sellers fail to satisfy or to correct any Title Objection on or before the Closing date, then, at Buyers' option, the Closing date shall be extended for fifteen (15) days

and prior to the expiration of such fifteen (15) day extension Buyers shall by written notice to Sellers elect one of the following:

- a. Buyers may elect to waive such Title Objections and to close the transaction in accordance with the terms of this Agreement; however, Sellers shall diligently endeavor after Closing to have each such timely raised Title Objection satisfied or removed pursuant to the terms of an escrow agreement among Sellers, Buyers and the Title Insurer, and Sellers shall deposit in escrow with the Title Insurer such amount as is reasonably requested by the Title Insurer, subject however to the monetary limitations stated in Paragraph 8, as applicable, as security for Sellers' obligation to satisfy or to remove such Title Objections; or
- b. Buyers may terminate this Agreement by written notice to Sellers, whereupon Sellers shall reimburse Buyers for its due diligence costs not to exceed \$32,500. Upon such refund by Sellers to Buyers, neither party hereto shall have any further obligation or recourse under this Agreement.

31. HOMESTEAD. The Sellers hereby agree to waive and subordinate any and all M.G.L. Chapter 188 Homestead rights they may have in favor of the Conservation Restrictions and swear or affirm under pains and penalties of perjury that there is no one else entitled to the benefits of M.G.L. c. 188 who has not signed to waive and subordinate their benefits with respect to any portion of the premises affected by the Conservation Restrictions, and hereby agree to execute, deliver and/or record any and all instruments necessary to effectuate such waiver and subordination. In all other respects, the Sellers reserve and retain any and all Homestead rights, subject to this Conservation Restriction, pursuant to M.G.L. Chapter 188, including §10(e).

32. CONTINGENCIES. Notwithstanding any provision herein to the contrary, Buyers' obligations under this Agreement are, at Buyers' option, expressly contingent on the following contingencies being met on or before the Closing Date:

- (a) Town of Wayland shall have complied with the provisions of G.L. c.30B (the Uniform Procurement Act) for acquisition of real property to the extent applicable. For acquisition of real property determined to be unique, thirty (30) days shall have elapsed since the date of publication of Town's determination of uniqueness in the Central Register, without objection. Town agrees to diligently pursue full compliance with said statute; and
- (b) Sellers shall have complied with the disclosure provisions of G.L. c.7, §38, and Sellers and Buyers agree to diligently pursue full compliance with said statute. Seller hereby agrees to execute a Disclosure of Beneficial Interests in Real Property Transaction" certificate as required by G.L.c.7, §38.

Provided further that if any of the foregoing conditions will not be satisfied as of the closing date, Buyers shall have the option of extending the closing date

until such conditions are satisfied, provided that Buyers shall give Sellers three days written notice of its exercise of this option and shall give Sellers ten days written notice of the new closing date.

33 TAXES. As provided in the Conservation Restrictions, Sellers, as the owners of the underlying fee interest in the premises, shall continue to be responsible for payment of all real estate taxes and assessments against the premises, if any. All taxes, if any, due and payable at the Closing Date shall be paid at the time of closing.

34. FACSIMILE SIGNATURES. Facsimile signatures, scanned electronic signatures or signatures obtained through a software service such as docuSign or dotloop shall be deemed originals for all purposes

35. GIFT. Sellers believe that the fair market value of the premises may exceed the purchase price. To the extent that the fair market value of the Premises does so exceed the purchase price, Sellers intend that such excess be a gift to Buyers. However, Buyers make no representation to Sellers as to the tax consequences of the transaction contemplated by this Agreement and Sellers will obtain independent tax advice and be solely responsible for compliance with gift value substantiation requirements of the Internal Revenue Code.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

Executed under seal as of the date first above written

SELLERS

Devens H. Hamlen
Individually

Margery M. Hamlen
Individually and as Trustee as aforesaid

Michael E. Mooney
Trustee as aforesaid and not individually

BUYERS

The Town of Wayland

By: _____

its Board of Selectmen

and

its Conservation Commission

Sudbury Valley Trustees, Inc.

By: _____

Name:

Title: