

Middlesex South Registry of Deeds
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Middlesex South Registry of Deeds
Maria C. Curtatone, Register
208 Cambridge Street
Cambridge, MA 02141
617-679-6300
www.middlesexsouthregistry.com

GRANTOR: Stow Holdings LLC
GRANTEES: Town of Stow Conservation
Commission and The Stow Conservation Trust Inc.
ADDRESS OF PREMISES: 58 Randall Road, Stow,
Massachusetts
FOR GRANTOR'S TITLE SEE: Middlesex County
(South) Registry of Deeds at Book 67309, page 266.

CONSERVATION RESTRICTION

I. STATEMENT OF GRANT

Stow Holdings LLC, a Massachusetts limited liability company with a principal place of business located at 258 Andover Street, Georgetown, Massachusetts, being the sole owner of the Premises as defined herein, for its successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grant with QUITCLAIM COVENANTS to the Town of Stow, a Massachusetts municipal corporation with a principal place of business located at 380 Great Road, Stow, MA 01775, acting by and through its Conservation Commission by authority of Section 8C of Chapter 40 of the Massachusetts General Laws, and its permitted successors and assigns ("Primary Grantee"), and The Stow Conservation Trust, Inc., a Massachusetts nonprofit corporation with a principal place of business located at 188 West Acton Road, Stow, MA 01775, and its permitted successors and assigns ("Secondary Grantee") (together, "Grantees"), for \$1,500,000 consideration, and for charitable consideration, the value of which shall be the difference between the value of the unencumbered Premises and the value of the Premises subject to this Conservation Restriction, less the stated monetary consideration, in accordance with 26 U.S.C. Section 170(h), IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on a parcel of land located in Stow, Massachusetts, containing approximately 151.0541 acres ("Premises"), which Premises is more particularly described in Exhibit A and shown in the reduced copy of a survey plan of land in Exhibit B, both of which are incorporated herein and attached hereto. As used herein, the terms "Grantee" and "Grantees" shall refer to the Primary Grantee and the Secondary Grantee collectively.

II. PURPOSES:

Randall Rd, Stow

This Conservation Restriction is defined in and authorized by Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purposes of this Conservation Restriction are to ensure that the Premises will be maintained in perpetuity in its scenic and open condition for active and passive outdoor recreational use, which may include, use as a golf course, and to prevent any use or change that would materially impair the Conservation Values (as defined below).

The Conservation Restriction was acquired using, in part, Community Preservation Act funds pursuant to Chapter 44B of the Massachusetts General Laws, which funds were authorized for such purposes by a vote of the Stow Town Meeting on May 22, 2021, and a copy of the Town Meeting Vote authorizing the use of such funds for such purpose is attached hereto as Exhibit C.

The Conservation Values protected by this Conservation Restriction include the following:

- Open Space. The Premises contributes to the protection of the scenic and natural character of Stow and the protection of the Premises will enhance the open space value of these and nearby lands. The South Course of the Stow Acres Country Club (the "Golf Course") is located on the Premises and is designed to follow the natural topography and features of the Premises.
- Public Access. Public access to the Premises will be allowed for recreational uses such as walking, hiking, jogging, sledding, bicycling, bird-watching, cross-country skiing, and snowshoeing on the public trails as described herein and which may include public use of the Golf Course as described herein.
- Water Quality and Wetlands Protection. The Premises includes an intermittent stream and associated wetlands that are a tributary to the Assabet River, as well as a broad swath of shoreline along the Assabet River and Elizabeth Brook, accordingly, conservation of the Premises will preserve water quality in these waterbodies. Wetlands and floodplains on the Premises provide valuable habitat for a diverse array of wildlife species as well as the many other public benefits of wetlands protection recognized by the Commonwealth of Massachusetts (Section 40 of Chapter 131 of the General Laws.)
- Wildlife Habitat Protection. Parts of the Premises contain forested upland and wetland wildlife habitat that are part of a larger matrix of public and private open space that afford good north-south wildlife migration corridors.
- Mitigation of Climate Change Impacts. Conservation of the Premises will help mitigate the impacts of climate change including maintaining flood storage along riparian corridors and avoiding the impacts of development such as stormwater runoff, habitat loss, and topsoil removal, and maintaining north-south habitat connectivity between Elizabeth Brook and the Assabet River.
- Consistency with Local Governmental Conservation Policy. The 2016 Town of Stow Open Space and Recreation Plan recognizes the Premises as a high priority for preservation for open space, wildlife habitat, and recreation. The use of the Premises as described herein

for outdoor recreation by the general public is consistent with the definition of conservation purposes set forth in 26 U.S.C. Section 170(h).

- Protection of Scenic Resources and Vistas. The Premises provides scenic and aesthetic value to Stow residents and the public generally by providing an open, pastoral view from public ways, particularly Randall Road, including, but not limited to features such as existing stone walls, expansive vistas and rolling hills. Protection of the Premises will preserve the scenic character and vista landscape.

III. PROHIBITED AND PERMITTED ACTS AND USES

A. Prohibited Acts and Uses

The Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises except as otherwise provided in Paragraph III.B.

- (1) Structures and Improvements. Constructing, placing or allowing to remain any temporary or permanent structure including without limitation any building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, graveled area, roads, sign, fence, gate, billboard or other advertising, antenna, utilities or other structures, utility pole, tower, solar panel, solar array, conduit, line, septic or wastewater disposal system, storage tank, or dam;
- (2) Extractive Activities/Uses. Mining, excavating, dredging, withdrawing, or removing soil, loam, peat, gravel, sand, rock, surface water, ground water, or other mineral substance or natural deposit or otherwise altering the topography of the Premises;
- (3) Disposal/Storage. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings, liquid or solid waste or other substance or material whatsoever;
- (4) Adverse Impacts to Vegetation. Cutting, removing, or destroying trees, shrubs, grasses or other vegetation;
- (5) Adverse Impacts to Water, Soil, and Other Features. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, natural habitat, archaeological conservation, or ecosystem function;
- (6) Introduction of Invasive Species. Planting or introducing any species identified as invasive by the Massachusetts Invasive Plant Advisory Group or identified as invasive in such recognized inventories as the Massachusetts Introduced Pests Outreach Project, the Northeast Aquatic Nuisance Species Panel, and any successor list as mutually agreed to by Grantor and Grantee;
- (7) Motor Vehicles. Using, parking, or storing motorized vehicles, including motorcycles, mopeds, all-terrain vehicles, off-highway vehicles, motorboats or other motorized

watercraft, snowmobiles, launching or landing aircraft, or any other motorized vehicles, acknowledging that vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) may have a legal right to enter the Premises.

- (8) Subdivision. Subdividing or conveying a part or portion of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), it being the Grantor's and Grantees' intention to maintain the entire Premises under unified ownership.
- (9) Use of the Premises for Developing Other Land. Using the Premises towards building or development requirements on any other parcel;
- (10) Adverse Impacts to Stone Walls and Boundary Markers. Disrupting, removing, or destroying stone walls, granite fence posts, or any other boundary markers;
- (11) Residential or Industrial Uses. Using the Premises for residential or industrial purposes.
- (12) Inconsistent Uses. Using the Premises for commercial purposes that are inconsistent with the Purposes or that would materially impair the Conservation Values, or for any other uses or activities that are inconsistent with the Purposes or that would materially impair the Conservation Values.

B. Permitted Acts and Uses

Notwithstanding the Prohibited Acts and Uses described in Paragraph III.A., the Grantor may conduct or permit the following acts and uses on the Premises, provided they do not materially impair the Purposes and/or Conservation Values. In conducting any Permitted Act and Use, Grantor shall minimize impacts to the Conservation Values to ensure any such impairment thereto is not material. The Permitted Acts and Uses set forth below have been drafted to be consistent with the Conservation Values, that is, to facilitate the preservation and continued use of the Premises as open space for use by the public as a golf course and for passive outdoor recreation on the designated trail areas in perpetuity.

- (1) Golf Course. The continued operation of the Golf Course on the Premises, which may include the following:
 - a. Maintenance, Repair, Replacement and Other Minor Work. Performing minor work necessary or convenient for the continued operation of the golf course, including, but not limited to, mowing, cutting, raking, hole cup relocation, nourishment of sand traps, seeding, repair or maintenance of damaged structures and features, aeration, and use of fertilizers, and other routine work (as well as importation of sand, loam, sod or other non-hazardous materials required to perform such work) as necessary to maintain the Golf Course and using any equipment necessary to accomplish said activities within:
 - i. the existing tee boxes, fairways, practice range, practice green, sand traps, rough, and greens, all as documented in the Baseline Report and
 - ii. the Driving Range Relocation Area as shown on Exhibit B.
 - b. Golf Course Alterations and Other Major Work. With the prior written approval of the Grantees, altering the Golf Course as desired for the continued operation of the Golf

Course. Such alterations may include excavating, filling, constructing and/or relocating holes, fairways, tees, greens, sand traps, cart paths, and signage, dredging man-made ponds and streams.

- c. Use of Golf Carts and Hand-Pulled Carts. Golf carts or hand-pulled carts may be used consistent with the use of the Golf Course.
- d. Incidental Equipment & Structures. The use, maintenance, repair, replacement, or construction of equipment and structures in support of and incidental to the maintenance and use of the Golf Course, including but not limited to, signs, benches, direction markers, distance markers, litter baskets, tee markers, hole cups, flags, flagpoles, out of bounds markers, ball washers with towels, sand trap rakes, water coolers, temporary tents for golf tournaments or special events to be kept in place for no more than three days, and sight-pervious fences or screens to protect neighboring properties from errant golf balls, and the construction, use, maintenance, repair, and replacement of no more than three (3) lightning shelters of up to 900 square feet in the aggregate. With the prior written approval of the Grantees, such cutting, excavation, filling and building as necessary to permit the construction, maintenance, repair, replacement, relocation or re-construction of such equipment and lightning shelters in a new or different location.
- e. Rules and Regulations. Grantor may develop reasonable rules and regulations, governing use of the golf course by the public, including, but not limited to, times during which the Premises will be available for such use by the public, standards for appropriate conduct on the Premises, fees for playing golf and the use of the golf course's facilities, and restrictions on public access to certain areas of the Premises as appropriate.

(2) Motorized Vehicles. The use of such motorized vehicles and equipment as necessary or convenient for the carrying out the Permitted Acts and Uses set forth in this Paragraph III.

(3) Management of Vegetation and Trees.

- a. Maintaining vegetation, including pruning, trimming, cutting, and mowing and removing trees smaller than 18" DBH, brush, shrubs, and other vegetation, all to prevent, control and manage hazards, disease, insect or fire damage, and/or in order to maintain the condition of the Premises, as documented in the Baseline Report. Removal of larger trees may be permitted with prior written approval of the Grantees.
- b. Planting native trees and shrubs, selective pruning or cutting of limbs of existing trees, shrubs and brush or other vegetation, mowing of grass, application of fertilizers, pesticides, and herbicides, and other routine maintenance, or to maintain the condition of the Premises as documented in the Baseline Report.

(4) Non-native, Nuisance, or Invasive Species. Removing non-native, nuisance, or invasive species, interplanting native species, and controlling species in a manner that minimizes damage to surrounding, non-target species and preserves water quality.

(5) Natural Habitat and Ecosystem Improvement. With prior written notice to the Grantees for measures that will alter less than 5,000 square feet, or with prior written approval of the Grantees for measures that will alter more than 5,000 square feet, measures designed to

restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, ecosystem function, or rare or endangered species including selective planting of native trees, shrubs, and other vegetation.

- (6) Installation and Maintenance of New or Existing Irrigation System. Maintenance of the existing irrigation system and related water and utility lines, the recycling of water for irrigation systems, and, with prior written notice to the Grantees, the installation of a new irrigation system and related water and utility lines, and other necessary infrastructure, so long as the surface is restored to the extent practicable to its prior condition after such installation and maintenance and the work is performed so as to minimize the impact on the Conservation Values.
- (7) Installation and Maintenance of New or Existing Drainage System. Maintenance, repair, and replacement of the existing drainage systems and, with prior written notice to the Grantees, the relocation of the existing drainage systems or the installation of new drainage systems and other necessary infrastructure, so long as the surface is restored to the extent practicable to its prior condition after such installation and maintenance and the work is performed so as to minimize the impact on the Conservation Values.
- (8) Composting and Storage. Stockpiling, storage for removal, composting or mulching, in one location approved in writing by the Grantees and not to exceed one-half (½) acre, of soil, branches, grass clippings, tree and brush clippings and limbs, rocks, stumps, and similar biodegradable materials originating on the Premises and removed in the normal course of maintenance of the Premises, as well as sand, loam, sod or other non-hazardous materials imported onto the Premises for use on the Premises.
- (9) Trails and Cart Paths.
 - a. Maintenance and Use. Conducting routine maintenance of unpaved trails and paved or unpaved golf cart paths for use by golf carts, maintenance vehicles, equipment, and other trail users, or in the case of emergency or as explicitly allowed herein, for use by vehicles, including widening trail corridors up to six (6) feet in width overall.
 - b. New Trails. With prior written approval of the Grantees, constructing new trails and cart paths relocating existing trails and cart paths, provided that any construction or relocation results in trails and cart paths that conform with the width limitations above, including the construction of public access trails within the Public Access Trail Corridor shown on Exhibit D.
 - c. Trail Features. With prior written approval of the Grantees, constructing bog bridging, boardwalks, footbridges, railings, steps, culverts, benching, cribbing, contouring, or other such features, together with the use of motorized equipment to construct such features.
- (10) Signs. Constructing, installing, maintaining, and replacing signs and informational kiosks with respect to the Permitted Acts and Uses, the Purposes, the Conservation Values, trespass, the use of the Premises as a golf club and golf course, public access, identity and address of the Grantor, sale of the Premises, the Grantee's interest in the Premises,

boundary and trail markings, any gift, grant, or other applicable source of support for the conservation of the Premises.

- (11) Work Necessary in Case of Emergency. Nothing herein shall be interpreted to limit the ability of the Grantor to take immediate action to prevent or mitigate significant damage to the Premises, public health and safety, or to prevent a deleterious impact to the Conservation Values in the event of an emergency, which shall be in the Grantor's sole discretion and judgment. Grantor may perform such work as is reasonably necessary to prevent or mitigate said emergency circumstances, provided notice of such actions is provided to Grantees as soon as reasonably practical thereafter.
- (12) Passive Outdoor Recreation Appurtenances. With prior written notice to the Grantees, the construction, use, maintenance, repair, and replacement of appurtenances and minor structures to support and accommodate public passive outdoor recreational use of the public trails as shown on Exhibit D, including but not limited to interpretive signs, kiosks, waste receptacles, water fountains, restrooms, and benches, provided no such appurtenance or structure exceeds a footprint of 500 square feet. If the Premises should cease to be used as a golf course, with the prior written approval of the Grantees, the right to demolish, remove, repair, remodel or replace existing structures for use in connection with public outdoor passive and active recreational activities or other use consistent with the purposes of this Conservation Restriction
- (13) Repair and Maintenance of Existing Stone Walls. Repair and maintenance of existing stone walls and the creation of permanent trail openings of no more than six (6) feet in width. With prior written approval of the Grantees, making temporary breaks in existing stone walls as necessary for temporary access to portions of the Premises in order to perform maintenance activities described in this Paragraph III.B, so long as they are reconstructed to their prior condition as soon as possible.
- (14) Outdoor Passive Recreational and Educational Activities. Golfing, fishing, canoeing, and other non-motorized boating, swimming, hunting and trapping, hiking, horseback riding, cross-country skiing, snowshoeing, ice-skating, nature observation, nature and educational walks and outings, outdoor educational activities, and other non-motorized outdoor recreational and educational activities;
- (15) Forest Management.
 - a. Permitted Activities. Should the Premises cease to be used as a golf course, conducting sound silvicultural uses of the Premises, including the right to harvest forest products (as such term may be defined from time to time in Section 1 of Chapter 61 of the Massachusetts General Laws, or successor law) or conduct other forest management activities, reestablish historic woods roads and establish new woods roads, and the use of motorized vehicles, all as necessary to conduct such activities ("Forestry Activities"), provided that any Forestry Activities are carried out pursuant to a Forest Stewardship Plan (as defined below). All Forestry Activities shall avoid any stone structures or historical and cultural resources and shall be reasonably required to

prevent any damage thereto. All cutting operations shall be supervised by a licensed forester.

- b. Requirement of a Forest Stewardship Plan. Before any Forestry Activities occur on the Premises, Grantor shall submit a Forest Stewardship Plan to the Grantees, the Massachusetts Department of Conservation and Recreation (“DCR”) or appropriate successor agency, and to any other required state agencies for their approval. The Forest Stewardship Plan shall:

- i. Be prepared by a forester licensed through DCR and shall follow the “Directions for the Preparation of the Chapter 61 Forest Management Plans and Forest Stewardship Plans” (as such guidelines may be amended by DCR or its successor agency) and such statutes, regulations and directions in effect at the time of the approval of said Forest Stewardship Plan; and
- ii. Include provisions designed to comply with the recommended activities and guidelines and required best management practices established in the Massachusetts Forestry Best Management Practices Manual (Catanzaro, Fish & Kittredge, University of Massachusetts, Amherst & DCR; 2013) and subsequent versions as may be approved by the Forestry Bureau (“Forestry BMPs”); and
- iii. Address how the Forest Stewardship Plan complies with this Paragraph III.B.15 and
- iv. Be effective for a ten (10) year period and shall be resubmitted once every ten (10) years as necessary if additional Forestry Activities are desired.

(16) Agricultural Activities.

- a. Permitted Activities. The following activities are permitted within the Golf Course and existing cleared areas. “Agricultural Activities” are collectively defined as “Animal Husbandry” and “Horticulture,” defined below:

- i. Animal Husbandry. Raising animals, including but not limited to dairy cattle, beef cattle, poultry, sheep, swine, horses, ponies, mules, goats, and bees, for the purpose of using, consuming, or selling such animals or a product derived from such animals in the regular course of business; or when primarily and directly used in a related manner which is incidental thereto and represents a customary and necessary use in raising such animals and preparing them or the products derived therefrom for use, consumption, or market.
- ii. Horticulture. Raising fruits, vegetables, berries, nuts, and other foods for human consumption, feed for animals, flowers, trees, nursery or greenhouse products, and ornamental plants and shrubs, all for the purpose of selling such products in the regular course of business; or when primarily and directly used in raising forest products under a Forest Stewardship Plan designed to improve the quantity and quality of a continuous crop for the purpose of using, consuming, or selling these products in the regular course of business; or when primarily and directly used in a related manner which is incidental to those uses and

represents a customary and necessary use in raising such products and preparing them for use, consumption, or market.

- b. Requirement to Follow Best Agricultural Practices. Agricultural Activities shall be conducted in a manner consistent with generally accepted best management practices for sustainable farming as those practices may be identified from time to time by appropriate governmental or educational institutions such as the USDA Natural Resources Conservation Service (NRCS), UMass Extension, Northeast Organic Farming Association (NOFA), Massachusetts Department of Agricultural Resources, and the like, (collectively, “Best Agricultural Practices”) and in a manner that promotes healthy soils and healthy soil practices, as such terms are defined in Chapter 358 of the Acts of 2020, which added definitions of these terms to Section 7A of Chapter 128 of the Massachusetts General Laws (“Healthy Soils and Practices”), and in a manner that does not hinder the ability of future generations to engage in Agricultural Activities on the Premises;
- c. Requirement for a Farm Conservation Plan. Agricultural Activities shall require a farm conservation plan, such as an NRCS Conservation Plan (“Farm Conservation Plan”), prepared for the Premises, and approved in writing by the Grantee. The Farm Conservation Plan shall be developed in accordance with generally-accepted Best Agricultural Practices, and shall, at a minimum, address the following:
 - i. establish wetland buffers and/or filter strips to prevent adverse impacts to the water quality of existing wetlands and waterways;
 - ii. in the event animal husbandry activities are proposed, establish and govern the type and number of each type of animal unit permitted on the Premises, and analyze the pasturage potential of the Premises and establish and govern the cycling of pasturage, and any other measures necessary to ensure the carrying capacity of the Premises is not exceeded in order to protect water quality, prevent soil erosion, and otherwise protect the Conservation Values; and
 - iii. describe how Agricultural Activities will maximize soil and water conservation and promote Healthy Soils and Practices.
- d. Agricultural Structures and Improvements. Constructing and maintaining structures and improvements to conduct Agricultural Activities, provided:
 - i. The total footprint (as defined herein) of all permanent structures and any temporary structures (as defined below) that have a roof shall not exceed two percent (2%) of the total area of the Premises in the aggregate. For the purposes of this Conservation Restriction, the term “footprint” shall mean that measurement encompassing the enclosed ground floor area, as measured from the exterior, at the point of contact with the ground.

- ii. Grantor must obtain prior written approval from the Grantee for the following improvements:
 - 1. Wells, including but not limited to artesian wells, and any irrigation structures that require subsurface installation.
 - 2. Any permanent structures for agricultural purposes, as defined in the Massachusetts Building Code.
 - iii. The following improvements are permitted without prior written approval from the Grantee:
 - 1. Temporary Structures. Constructing, using, maintaining, repairing, and/or replacing temporary structures and improvements directly related to or in support of Agricultural Activities, including, but not limited to, fencing, hayracks, “run-in” shelters or other three-sided shelters, hoop houses (also known as “high tunnels”), and the like. For the purposes of this Conservation Restriction, the term “temporary” shall mean any improvement without a foundation that can be constructed or removed without significant disturbance of the soil;
 - e. Agri-tourism. The use of the Premises for “Agri-tourism” activities, which activities shall be defined as ancillary commercial activities and events that support the financial viability of the use of the Premises for Agricultural Activities, which activities shall be limited to farm-based entertainment such as harvest festivals and farm-based education addressing the subjects of sustainable agriculture, food production and nutrition, and/or environmental conservation and ecology; with prior written approval of the Grantee, Grantor may host unrelated educational activities such as painting or yoga classes, and the like, and up to four (4) recreational events, weddings, or similar types or scale of events per year, provided that said events shall be incidental and subordinate to the primary use of the Premises for Agricultural Activities.
- (17) Green Energy. With prior written approval of the Grantees, constructing energy producing structures and associated transmission lines that produce negligible or no pollution or carbon emissions (“Green Energy Structures”) to supply power for any Permitted Acts and Uses on the Premises. In addition to the terms of Paragraph III.E., when considering whether to grant approval, the Grantees will take into consideration the energy needs related to the relevant Permitted Act(s) and Use(s). While it is agreed that some power may be fed back into the public power grid during high production periods, such Green Energy Structures shall be limited to a capacity not higher than that necessary to meet, or exceed by up to 20% at the time of installation, the power requirements of the Permitted Acts and Uses;
- (18) Subdivision for Conservation Purposes. Consistent with the Conservation Values and with the prior written approval of the Grantees, the right to subdivide the Premises solely for the purpose of conveying portions of or interests in the Premises to one or more conservation entities meeting the definition of “qualified organization” under 26 U.S.C. Section 170(h).

- (19) Archaeological Investigations. Conducting archaeological activities, including without limitation archaeological research, surveys, excavation and artifact retrieval, but only in accordance with an archaeological field investigation plan, which plan shall also address restoration following completion of the archaeological investigation, prepared by or on behalf of the Grantor and approved in advance of such activity, in writing, by the Massachusetts Historical Commission State Archaeologist (or appropriate successor official) and by the Grantee. A copy of the results of any such investigation on the Premises is to be provided to the Grantee.
- (20) Beaver Management. Activities associated with management of beavers including, but not limited to, trapping, dam breaching or removal, hazard tree removal, and restoration of areas altered by beavers.
- (21) North Course Support. The Golf Course is associated with the operation of an additional golf course on an adjacent lot known as the "North Course." The Grantor may continue to use all facilities on the Premises to support the operation of the North Course, including, but not limited to, the club house, parking lots, and the maintenance facilities. Grantor further reserves the right to grant such easements, licenses, leases, or other rights on the Premises as necessary or convenient to support the golf operations of the North Course, subject to prior written approval of the Grantees.
- (22) Special Use Areas.

The Grantor reserves the right to conduct or permit the following activities and uses only within the specific areas described below and shown on Exhibit B:

- a. Activities and uses limited to the area shown on Exhibit B as "Golf Course Core Building Envelope":
- i. Using, maintaining, repairing, renovating, and replacing the following:
 1. A clubhouse including, but not limited to, pro shop, office, restrooms, changing rooms, golf cart storage facility, restaurant, bar, common area, lounge, patio or social gathering area and any related facilities. The clubhouse interior may be used for other, non-golf-related activities consistent with this Conservation Restriction, including but not limited to support for passive outdoor recreation and nature-based, cultural or educational activities, weddings, social events, whether public or private in nature. The clubhouse footprint may be expanded by no more than 25,000 square feet;
 2. Maintenance facilities, which may be expanded over the existing footprint by no more than 15,000 square feet in the aggregate;
 3. A golf cart storage structure, which may be expanded over the existing footprint by no more than 10,000 s.f.;
 4. A wireless tower of no more than 100 feet in height in the approximate location shown on Exhibit B together with its accessory equipment and structures;

5. Shrubs, flower beds, trees, grass, and other ornamental landscaping features;
 6. Retaining walls, and walkways from parking lots to the clubhouse and other structures;
 7. Ancillary structures up to a total of 10,000 s.f.;
 8. Paved or unpaved driveway and lot for parking of not more than 600 vehicles;
 9. Utilities and utility infrastructure, including, but not limited to, septic systems and water infrastructure; and
 10. A pavilion, tent or other structure for the hosting of events of no more than 10,000 square feet.
- ii. storing gasoline, diesel fuel, oil hydraulic fluid, or any other materials;
 - iii. storing liquids or substances for use in operation or maintenance of machinery or tools;
 - iv. filling machinery or tools with fuel, oil, or other substances, including but not limited to golf carts, lawnmowers, hedge trimmers, weed-whackers, leaf-blowers and saws;
 - v. maintaining, repairing, and cleaning machinery and tools, including but not limited to golf carts, lawnmowers, hedge trimmers, weed-whackers, leaf-blowers and saws;
 - vi. such other routine maintenance activities as are normally incidental to the maintenance of a golf course and existing buildings; and
 - vii. continued operation of the accessory operations of the Golf Course, including, but not limited to, a restaurant, golf league, pro shop, event space which hosts weddings and other functions, golf school, and other such social events and activities as are customary to the operation of a golf course and country club.
- b. Activities and uses limited to the area shown on Exhibit B as "Driving Range Relocation Area":
- i. Work associated with and necessary or convenient for relocation of the tee boxes, greens, nets, sand traps, paved or unpaved golf cart paths, and fairway reconfiguration for relocation of the driving range from the North Course, including cutting and removal of trees and other vegetation, excavation, cut and fill of earth materials, and use of light machinery, equipment and other tools;
 - ii. Using, maintaining, repairing, replacing, renovating and constructing a structure or structures to support the operation of the driving range and the golf school of up to 10,000 s.f. in the aggregate;
 - iii. Using, maintaining, repairing, replacing, renovating and constructing nets surrounding the driving range, provided that prior to the construction or replacement of the nets, the Grantor shall confer with the Grantees with respect to selection of netting materials and minimization of impacts on wildlife, to the extent feasible;
 - iv. Installing, using, maintaining, repairing, and replacing utilities and utility infrastructure, including, but not limited to, septic systems and water infrastructure; and

- v. Following the relocation, the operation of a driving range and associated fairways.
- c. Activities and uses limited to the area shown on Exhibit B as "Septic Envelope":
 - i. The construction, use, maintenance, repair, replacement, and renovation of an underground septic system or systems and subsurface lines associated with the septic system, which shall be located, constructed, operated and maintained in compliance with all federal, state and local laws, to serve the clubhouse, maintenance building and other permitted structures and uses on the Premises. The septic system may not be located outside the Septic Envelope unless a qualified professional certifies in writing that there is no feasible location for any such improvement within the Septic Envelope, such a finding not to consider financial feasibility, and the Grantees approves of any such septic improvements to be located outside of the Septic Envelope and further provided that any of these septic improvements serves only the permitted structures and uses located within the Golf Course Core Envelope and Driving Range Relocation Area. Construction, maintenance, repair or renovation work associated with said septic system shall be performed so as to minimize the impact on the Conservation Values protected by this Conservation Restriction, and following any such work the surface shall be restored to the extent practicable to its prior condition.

D. Site Restoration

Upon completion of any Permitted Acts and Uses, any disturbed areas shall be restored substantially to the conditions that existed prior to said activities, including with respect to soil material, grade, and vegetated ground cover.

E. Compliance with Permits, Regulations, Laws

The exercise of any Permitted Acts and Uses under Paragraph III.B shall be in compliance with all applicable federal, state and local laws, rules, regulations, zoning and permits, and with the Constitution of the Commonwealth of Massachusetts. The inclusion of any Reserved Right requiring a permit, license or other approval from a public agency does not imply that the Grantees or the Commonwealth take any position as to whether such permit, license, or other approval should be issued.

F. Notice and Approval.

- 1. Notifying Grantees. Whenever notice to or approval by Grantees is required, Grantor shall notify or request approval from Grantees, by a method requiring proof of receipt, in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question, unless a different time period is specified herein. The notice shall:
 - a. Describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity;

- b. Describe how the proposed activity complies with the terms and conditions of this Conservation Restriction, and will not materially impair the Purposes and/or Conservation Values;
 - c. Identify all permits, licenses, or approvals required for the proposed activity, and the status of any such permits, licenses or approvals;
 - d. Describe any other material aspect of the proposed activity in sufficient detail to permit the Grantees to make an informed judgment as to its consistency with the Purposes and Conservation Values.
2. **Grantee Review.** Where Grantees' approval is required, the Secondary Grantee, within thirty (30) days of receipt of Grantor's request, shall notify the Primary Grantee of the Secondary Grantee's decision. Within sixty (60) days of the Primary Grantee's receipt of Grantor's request, the Primary Grantee shall either affirm, amend or reverse the decision of the Secondary Grantee, shall notify the Secondary Grantee thereof in writing, and shall issue its decision to the Grantor in writing. The Primary Grantee's decision shall in all cases be the final and controlling decision binding on both Grantees. In the event that no decision is received from the Secondary Grantee within thirty (30) days, the Primary Grantee shall proceed to issue its decision within sixty (60) days of Grantor's request. Grantees' approval shall not be unreasonably withheld provided that the proposed activity will minimize impacts to the Conservation Values and will not materially impair the Purposes and/or Conservation Values.
 3. **Resubmittal.** Grantees' failure to respond within sixty (60) days of receipt shall not constitute approval of the request. Grantor may subsequently submit the same or a similar request for approval.

IV. INSPECTION AND ENFORCEMENT

A. Entry onto the Premises

The Grantor hereby grants to the Grantees, and 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.

B. Legal and Injunctive Relief

1. **Enforcement.** The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain compensatory and equitable relief against any violations, including, without limitation, injunctive relief and relief requiring restoration of the Premises to its condition prior to the time of the injury (it being agreed that the Grantees will have no adequate remedy at law in case of an injunction). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantees for the enforcement of this Conservation Restriction.
2. **Notice and Cure.** In the event that the Grantees determine that a violation of this Conservation Restriction has occurred and intend to exercise any of the rights

described herein, the Grantees shall, before exercising any such rights, notify the Grantor in writing of the violation. The Grantor shall have thirty (30) days from receipt of the written notice to halt the violation and remedy any damage caused by it, after which time, if Grantor has not halted the violation and remedied any damage caused thereby, Grantees may take further action, including instituting legal proceedings and entering the Premises to take reasonable measures to remedy, abate or correct such violation, without further notice. Provided, however, that this requirement of deferment of action for thirty (30) days applies only if Grantor immediately ceases the violation and Grantee determines that there is no ongoing violation. In instances where a violation may also constitute a violation of local, state, or federal law, the Grantee may notify the proper authorities of such violation.

3. **Reimbursement of Costs and Expenses of Enforcement.** Grantor covenants and agrees to reimburse to Grantees all reasonable costs and expenses (including reasonable attorneys' fees) incurred by the Grantees in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided, however, that the Primary and Secondary Grantee shall not unreasonably duplicate such costs and expenses. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey by a licensed professional land surveyor and to have the boundaries permanently marked.
4. **Coordination between Primary and Secondary Grantee.** Whenever there is a question of whether there is a violation of this Conservation Restriction, or how to proceed in addressing the violation, the Primary Grantee shall consult with the Secondary Grantee. The Primary Grantee shall then determine whether there is a violation and how to proceed in addressing that violation. The Primary Grantee's decision shall in all cases be the final and controlling decision binding on both Grantees. In the event that no response is received from the Secondary Grantee within thirty (30) days, the Primary Grantee shall notify Grantor and proceed as provided in Paragraph IV.B.2.

C. Non-Waiver.

Enforcement of the terms of this Conservation Restriction shall be at the discretion of Grantees. 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.

D. 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 Grantee or its agents.

E. 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 wrongful acts of third persons, fire, flood, weather and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. Notwithstanding the foregoing, nothing herein shall preclude Grantor's or Grantees' rights to pursue any third party for damages to the Premises for vandalism, trespass, or any other violation of this Conservation Restriction. In the event of any such occurrence, the Grantor and Grantees will cooperate in the restoration of the Premises, if desirable and feasible.

V. PUBLIC ACCESS

A. Entry Onto and Use of the Premises

The Grantor grants to the public a perpetual right to pass and repass over and through the Premises by non-motorized means for pedestrian, horseback riding, bicycling and other nonmotorized recreational use only on the trails located within the Public Access Trail Corridor ("Public Trails"), such Public Access Trail Corridor generally shown on Exhibit D, or as further modified or constructed pursuant to Paragraph V.B, and agrees to take no action to prohibit or discourage access to and use of the Premises by the general public, but only for daytime, trail-oriented, passive recreation. Such agreement by Grantor is subject to the Grantor's and Grantees' right to establish reasonable rules, regulations, and restrictions on such permitted recreational use by the general public for the protection of the Purposes and the Conservation Values. Such rules may include temporary closures or limitations to said public access for public safety and related reasons. Grantor has the right to control, limit, or prohibit by posting and other reasonable means activities or uses of the Premises not authorized in Paragraph III.B. The Grantor's right to grant public access across the Premises is subject to the restrictions described in this Conservation Restriction. The Grantees may require the Grantor to post the Premises against any use by the public that results in material impairment of the Conservation Values. Any public use which is permitted by the terms of this Conservation Restriction constitutes permission to use the Premises for the purposes described in the Section 17C of Chapter 21 of the Massachusetts General Laws and the Grantor and Grantees hereto benefit from exculpation from liability to the extent provided in such section.

B. Public Trails

The Grantor and Grantees agree to the locations of the Public Trails as shown on Exhibit D. The location of these Public Trails may be modified only by mutual written agreement of the Grantor and Grantees and pursuant to the limitations on trail construction described in Paragraph III.B.9.

C. Maintenance of Public Trails

The Primary Grantee shall maintain the Public Trails. If Primary Grantee fails to maintain the Public Trails, Secondary Grantee and/or Grantor shall have the right, but not the obligation, to maintain the Public Trails.

D. Indemnification

Primary Grantee covenants and agrees, at its sole cost and expense, to indemnify, defend (at trial and appellate levels and with attorneys, consultants and experts reasonably acceptable to Grantor) and hold the Grantor, its employees, members, and agents harmless against and from any and all liens, damages, losses, liabilities, obligations, settlement payments, penalties, assessments, citations, directives, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements or expenses of any kind or of any nature whatsoever (including, without limitation, reasonable attorneys', consultants' and experts' fees and disbursements incurred in investigating, defending against, settling or prosecuting any claim, litigation or proceeding), arising directly or indirectly from or out of the public use of the Premises pursuant to this Paragraph V., which may at any time be imposed upon, incurred by or asserted or awarded against the Grantor or its employees, members, and agents or against the Premises.

VI. TERMINATION/RELEASE/EXTINGUISHMENT

A. Procedure

If circumstances arise in the future that render the Purposes impossible to accomplish, this Conservation Restriction can only be terminated, released, or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, or successor official ("Secretary"), and any other approvals as may be required by Section 32 of Chapter 184 of the Massachusetts General Laws.

B. Grantor's and Grantees' Right to Recover Proceeds.

If any change in conditions ever gives rise to termination, release, or extinguishment of this Conservation Restriction under applicable law, then Grantees, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph IV.C, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds, and after complying with the terms of any gift, grant, or funding requirements. The Grantees shall use their share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

C. Grantees' Receipt of Property Right.

Grantor and Grantees agree that the conveyance 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 the conveyance, bears to the value of the unrestricted Premises. The proportionate value of the

Grantees' property right is as of the Effective Date (See Paragraph XII.) and will be determined by an appraisal of the proportionate values by the Grantor in consultation with Grantees, which shall be completed within 60 days of the Effective Date. Such proportionate value of the Grantees' property right shall remain constant.

D. 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. 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 accordance with Paragraph VI.B. and Paragraph VI.C. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantees shall use their share of any proceeds in a manner consistent with Purposes or the protection of the Conservation Values.

VII. DURATION and ASSIGNABILITY

A. Running of the Burden.

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

B. Execution of Instruments.

The 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 its successors and assigns, appoints the Grantees its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit.

The benefits of this Conservation Restriction shall run to the Grantees, shall be in gross and shall not be assignable by the Grantees, except when all of the following conditions are met:

- a. The Grantee requires that the Purposes continue to be carried out;
- b. The assignee is not an owner of the fee in the Premises;
- c. The assignee, at the time of the assignment, qualifies under 26 U.S.C. 170(h), as amended, and regulations thereunder, if applicable, and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the Massachusetts General Laws; and
- d. The assignment complies with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VIII. SUBSEQUENT TRANSFERS

A. Procedure for Transfer.

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantees not less than twenty (20) days prior to the execution of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. If the Grantor fails to reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, then the Grantee may record, in the applicable registry of deeds, or register in the applicable land court registry district, and at the Grantor's expense, a notice of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

B. Grantor's Liability.

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

IX. 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 or non-compliance with any obligation of the Grantor contained in this Conservation Restriction.

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 agree that they will not take title, to any part of the Premises without having first assigned this Conservation Restriction following the terms set forth in Paragraph VII.C to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

XI. AMENDMENT

A. Limitations on Amendment.

Grantor and Grantee may amend this Conservation Restriction only to correct an error or oversight, clarify an ambiguity, maintain or enhance the overall protection of the Conservation Values, or add real property to the Premises, provided that no amendment shall:

1. Affect this Conservation Restriction's perpetual duration;
2. Be inconsistent with or materially impair the Purposes;
3. Affect the qualification of this Conservation Restriction as a "qualified conservation contribution" or "interest in land" under any applicable laws, including 26 U.S.C. Section 170(h), and related regulations;
4. Affect the status of Grantee as a "qualified organization" or "eligible donee" under any applicable laws, including 26 U.S.C. Section 170(h) and related regulations, and Sections 31, 32 and 33 of Chapter 184 of the Massachusetts General Laws; or
5. Create an impermissible private benefit or private inurement in violation of federal tax law, as determined by an appraisal, conducted by an appraiser selected by the Grantees, of the economic impact of the proposed amendment; or
6. Alter or remove the provisions described in Paragraph VI (Termination/Release/Extinguishment); or
7. Cause the provisions of this Paragraph XI to be less restrictive; or
8. Cause the provisions described in Paragraph VII.C (Running of the Benefit) to be less restrictive.

B. Amendment Approvals and Recording

No amendment shall be effective unless documented in a notarized writing executed by the Grantees and Grantor, approved by the Town of Stow, and by the Secretary in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, and recorded in the applicable registry of deeds or registered in the applicable land court registry district.

XII. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the Massachusetts General Laws have been obtained, and it has been recorded in the Middlesex (South) Registry of Deeds or applicable land court registry district.

XIII. NOTICES

Any notice, demand, request, consent, approval or communication ("Notices") that either party desires or is required to give to the other shall be in writing. Such notices shall be served by electronic mail and, if no confirmation of receipt is received within three (3) business days, a second copy of the Notices shall be sent by either certified mail or nationally recognized delivery service (such as FedEx, DHL, or UPS), signature required, addressed as follows:

To Grantor: Stow Holdings LLC
258 Andover Street
Georgetown, MA 01833
peterb@blackswancountryclub.com

To Grantees: Conservation Director
Town of Stow Conservation Commission

380 Great Road
Stow, MA 01775
conservation@stow-ma.gov

President
Stow Conservation Trust
P.O. Box 397
Stow, MA 01775
Stowconservationtrust.info@gmail.com

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

XIV. GENERAL PROVISIONS

A. Controlling Law

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

B. Liberal Construction.

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

C. Severability.

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

D. Entire Agreement.

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

XV. BASELINE DOCUMENTATION REPORT

The Conservation Values, as well as the natural features, current uses of, and existing improvements on the Premises, such as, but not limited to, trails, woods, roads, structures, meadows or other cleared areas, agricultural areas, and scenic views, as applicable, are described in a Baseline Documentation Report ("Baseline Report") prepared by Grantees with the

cooperation of the Grantor, consisting of maps, photographs, and other documents and on file with the Grantee and referenced herein. The Baseline Report (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, (ii) is intended to fully comply with applicable Treasury Regulations, (iii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein, and (iv) may be supplemented as conditions on the Premises change as allowed over time. Notwithstanding the foregoing, the parties may use any evidence of the condition of the Premises at the time of this grant in addition to the Baseline Report.

XVI. MISCELLANEOUS

A. Pre-existing Public Rights.

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

B. No Surety Interest.

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

C. Prior Encumbrances.

This Conservation Restriction shall be in addition to and not in substitution of any other restrictions or easements of record affecting the Premises, including that certain Easement Agreement by and between SCC Associates, Inc. and Stow Woodlands LLC dated January 24, 2002 and recorded in the Registry in Book 34653, Page 299.

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

Signature pages:

- Grantor Stow Holdings LLC
- Grantee Acceptance, Stow Conservation Trust, Inc.
- Grantee Acceptance, Town of Stow Conservation Commission
- Approval by Select Board
- Approval of the Secretary of Energy and Environmental Affairs.

Exhibits:


Exhibit A: Legal Description of Premises

Exhibit B: Reduced Copy of Plan of Premises

Exhibit C: Town Meeting Vote Authorizing the Use of CPA Funds

Exhibit D: Public Access Trail Corridor Map

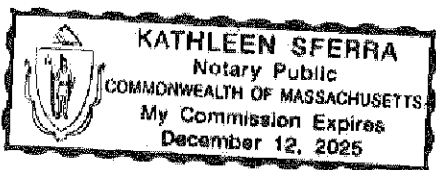
WITNESS my hand and seal this 16th day of December, 2021,


Peter Brown
Stow Holdings LLC, duly authorized

COMMONWEALTH OF MASSACHUSETTS

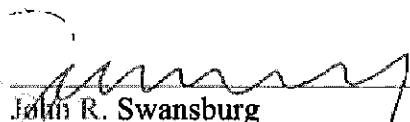
Middlesex, ss:

On this 16th day of December, 2021, before me, the undersigned notary public, personally appeared Peter Brown, and proved to me through satisfactory evidence of identification which was personally known to me to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.




Kathleen Sferra
Notary Public
My Commission Expires:

WITNESS my hand and seal this 14 day of December, 2021,

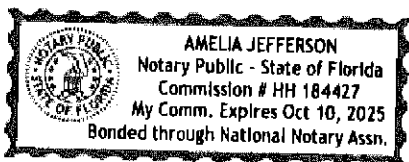

John R. Swansburg
Stow Holdings LLC, duly authorized


Florida

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this 14 day of December, 2021, before me, the undersigned notary public, personally appeared John R. Swansburg, and proved to me through satisfactory evidence of identification which was Drivers Lic to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.




Amelia Jefferson
Notary Public
My Commission Expires: 10/10/25

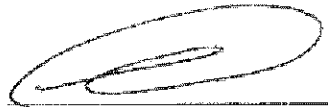
WITNESS my hand and seal this 14th day of December, 2021,

Matthew W. Orne
Matthew W. Orne
Stow Holdings LLC, duly authorized

STATE OF MAINE

County of Cumberland

On this 14th day of December, 2021, before me, the undersigned notary public, personally appeared Matthew W. Orne, and proved to me through satisfactory evidence of identification which was Drivers License to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



Notary Public
My Commission Expires: 10-05-2023

Chad Daley
Notary Public, State of Maine
My Commission Expires October 5, 2023

ACCEPTANCE OF GRANT BY STOW CONSERVATION COMMISSION

We, the undersigned, being a majority of the Conservation Commission of the Stow, Massachusetts, hereby certify that at a public meeting duly held on November 16, 2021, the Conservation Commission voted to approve in the public interest and accept the foregoing Conservation Restriction from Stow Holdings LLC pursuant to Section 32 of Chapter 184 and Section 8C of Chapter 40 of the Massachusetts General Laws and do hereby approve in the public interest and accept the foregoing Conservation Restriction.

STOW CONSERVATION COMMISSION:

Serena Furman, Chair

Ingeborg Hegemann Clark
Ingeborg Hegemann Clark

Jeffrey Saunders

Matt Styckiewicz
Matt Styckiewicz

Liza Mattison

Douglas Morse

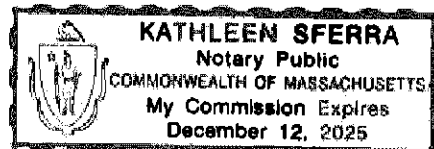
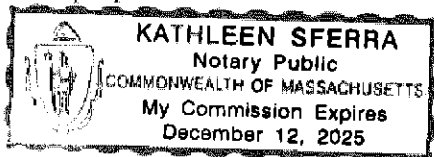
Holly Clack
Holly Clack

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this 14th day of December, 2021, before me, the undersigned notary public, personally appeared the above named members of the Town of Stow Conservation Commission, and proved to me through satisfactory evidence of identification which was personally known to me to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Kathleen Sferra
Notary Public
My Commission Expires:



ACCEPTANCE OF GRANT BY STOW CONSERVATION TRUST, INC.

This Conservation Restriction from Stow Holdings LLC was accepted by Stow Conservation Trust, Inc. this 14th day of December, 2021.

By: Robert T. Wilber
Robert Wilber

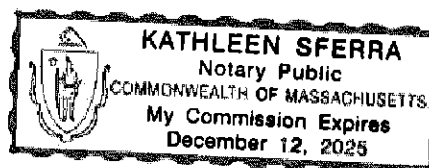
Its: President, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this 14th day of December, 2021, before me, the undersigned notary public, personally appeared Robert Wilber, and proved to me through satisfactory evidence of identification which was personally known to me to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Kathleen Sferra
Notary Public
My Commission Expires:



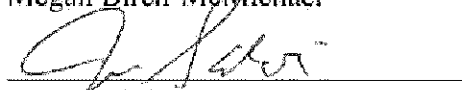
APPROVAL OF SELECT BOARD OF TOWN OF STOW

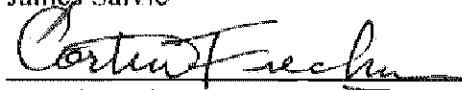
We, the undersigned, being a majority of the Select Board of the Town of Stow, hereby certify that at a public meeting duly held on November 23, 2021, the Select Board voted to approve the foregoing Conservation Restriction from Stow Holdings LLC to the Town of Stow, acting by and through its Conservation Commission, and The Stow Conservation Trust, Inc., in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.


SELECT BOARD:


Ellen Sturgis, Chair


Megan Birch-McMichael


James Salvie

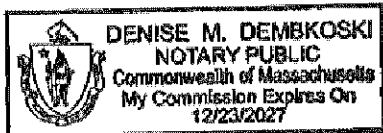

Cortni Frecha

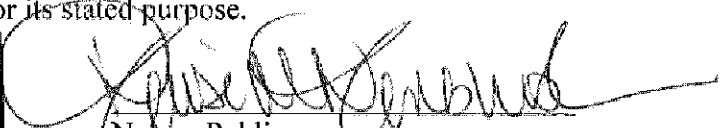

Zach Burns
K
202

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this 14th day of December, 2021, before me, the undersigned notary public, personally appeared the above named members of the Select Board and proved to me through satisfactory evidence of identification which was they are personally known to me to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.




Notary Public
My Commission Expires:

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

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

Dated: Dec. 21, 2021

K. Theoharides

Kathleen A. Theoharides
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this 21st day of December, 2021, before me, the undersigned notary public, personally appeared Kathleen A. Theoharides, and proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Denise Pires

Notary Public
My Commission Expires:

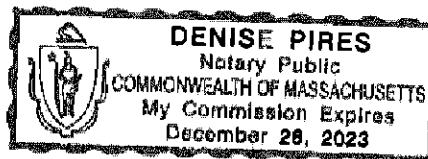


Exhibit A: Legal Description of Premises

Description of the Premises

The land in Stow, Middlesex County, Massachusetts, containing 151 acres +/-, shown as Parcel F on a plan of land titled "Conservation Restriction Plan of Land in Stow, Massachusetts, Sheets 1 and 2," dated October 18, 2021, by Stamski and McNary, Inc, 1000 Main Street, Acton, signed and stamped by Joseph March, Land Surveyor, and recorded at Book 2021, Page 950 in the Middlesex South Registry of Deeds.

Exhibit B: Reduced Copy of Plan of Premises (Sheet 1 of 2)

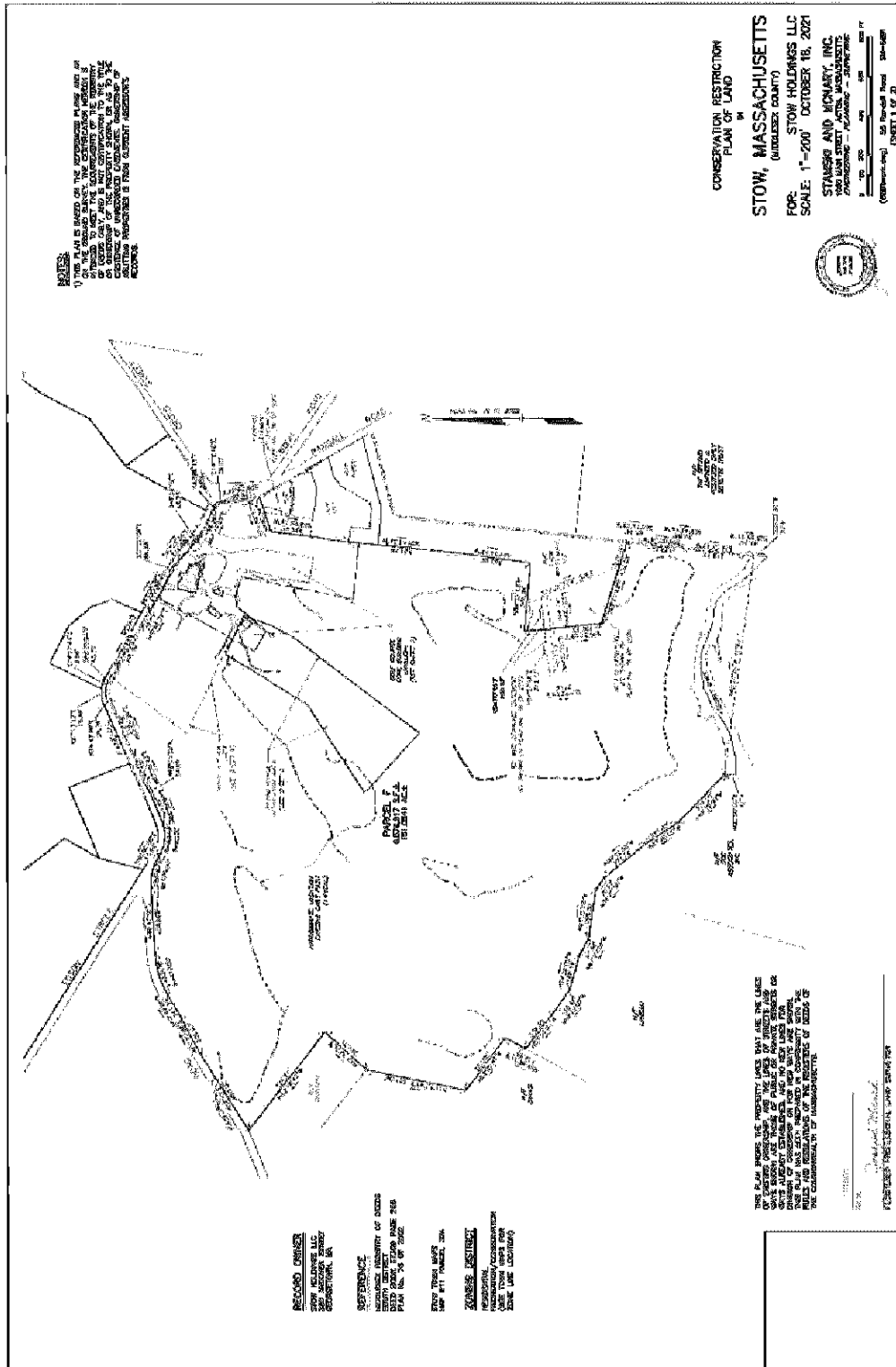


Exhibit B: Reduced Copy of Plan of Premises (Sheet 2 of 2)

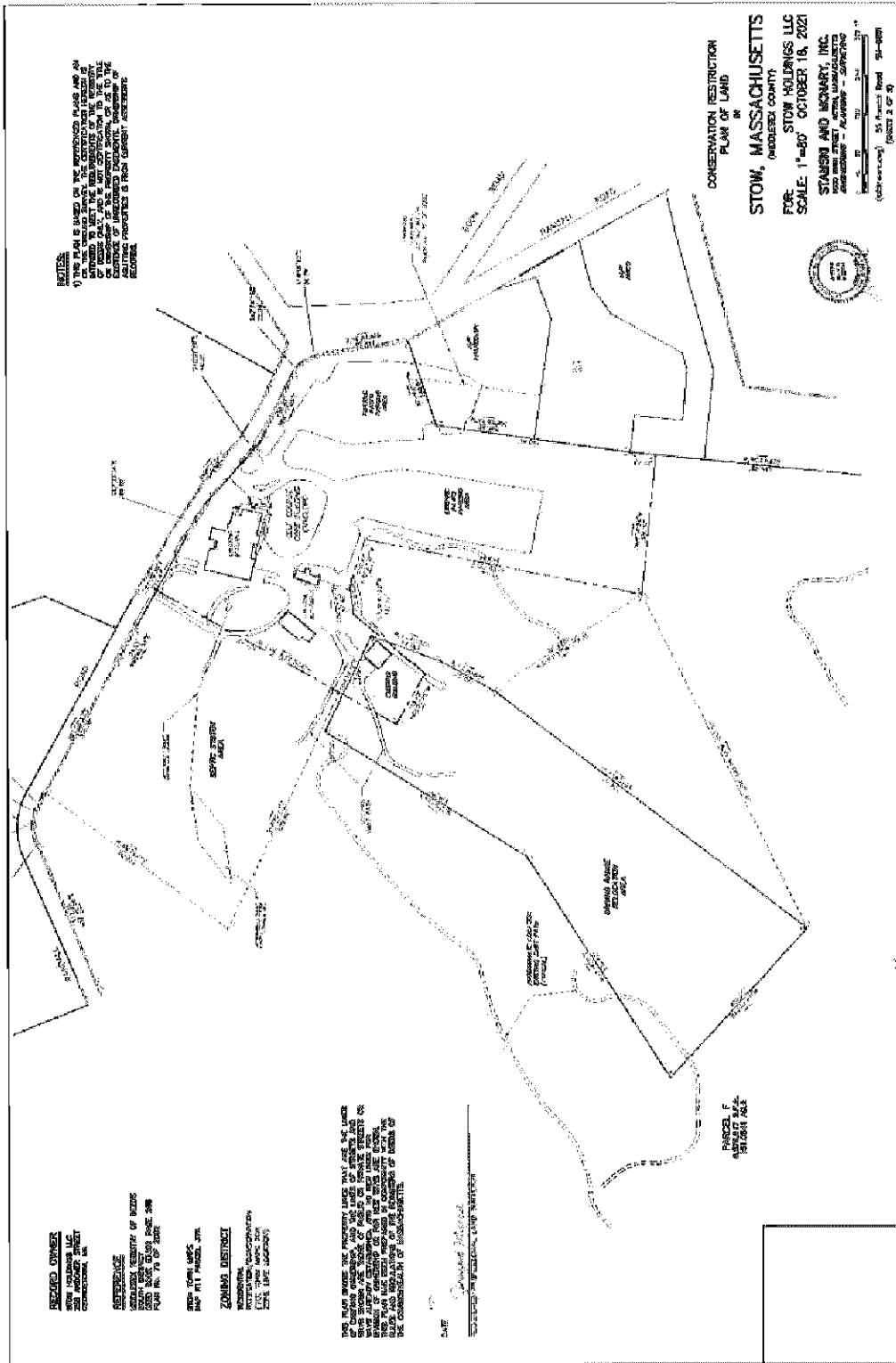


Exhibit C: Town Meeting Vote Authorizing the Use of CPA Funds



Town of Stow
OFFICE OF THE TOWN CLERK
Town Building - 380 Great Road
Stow, Massachusetts 01775-2127
Tel. (978) 897-5034
FAX (978) 897-4534

September 23, 2021

To Whom It May Concern:

The following is a true copy of action taken at the annual town meeting held in The Center School, Stow, on May 22, 2021.

ARTICLE 54. Stow Acres Conservation Restriction Purchase

On motion of Selectman James Salvie, it was voted 178 in favor and 6 opposed to approve Article 54 as printed in the warrant and further that the purchase of said conservation restriction on the South Course be contingent on approval of the purchase of portions of land at the North Course of Stow Acres at a subsequent Town Meeting.

As printed in the warrant...

To see if the Town will vote to act by and through its Conservation Commission, in accordance with Chapter 40, Section 8C, to acquire a conservation restriction for recreational, conservation and agricultural purposes on land presently owned by Stow Holdings, LLC, said land being known as the South Course of Stow Acres, Randall Road, consisting of 151 acres, more or less, and being shown as Assessors' Map R11, Parcel 37A, such conservation restriction to be co-held with the Stow Conservation Trust, and recorded at the Middlesex South Registry of Deeds; and for this purpose to appropriate and transfer One Million Five Hundred Thousand Dollars (\$1,500,000) from the Community Preservation Fund Unreserved Fund Balance, in accordance with the provisions of Mass. General Laws Ch. 44B, the Community Preservation Act, which monies may include necessary and incidental expenses for appraisals, surveys, engineering, consulting and legal services; and to authorize the Conservation Commission to negotiate, execute, prepare and file all documents or applications, receive gifts and grants, and undertake all actions necessary or appropriate for such purpose, including applying for, obtaining and accepting any funding available from the Commonwealth in connection with the so-called Self-Help Act and LAND grant program (MGL Chapter 132A, Section 11), and all rules and regulations, policies or guidelines thereunder; or any other relevant state or federal land acquisition grant programs; or take any other action relative thereto.

A true copy. Attest:

Linda E. Hathaway, Town Clerk

Exhibit D: Public Access Trail Corridor Map

Stow Acres South Course Conservation Restriction
Exhibit D
Public Access Trail Corridor Map



Public Access Trail Corridor

11/15/21