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December 7, 2023

121537-1

Via E-Mail and Hand Delivery

Linda E. Hathaway
Town Clerk
Town Building
380 Great Road
Stow, MA 01775

Re: Stow Acres Country Club, Randall Road – Special Permit Application With the Zoning Board of Appeals - Proposed Relocation of the Driving Range and Snack Bar

Dear Clerk Hathaway,

On behalf of the applicant, Stow Holdings LLC, please accept this letter as written notice that the Petition for Special Permit enclosed herewith, as required pursuant to Section 9.2.3 of the Stow Zoning Bylaw, was submitted to the office of the Stow Zoning Board of Appeals in accordance with the Stow Zoning Bylaw and the Town of Stow Zoning Board of Appeals Application Requirements, Procedural Rules and Application Forms for Special Permit, for the proposed relocation of the driving range and snack bar at the Stow Acres Country Club, as described in the enclosed materials.

Very truly yours,

Ian Urquhart, attorney for Stow Holdings

IMU:

cc: Stow Holdings LLC, c/o Peter Brown

6256261.1

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SPECIAL PERMIT APPLICATION – STOW ZONING BOARD OF APPEALS

1. Petition to the Town Clerk (see cover letter preceding this Table of Contents);
 - a. Special Permit Narrative to the Zoning Board of Appeals (following this Table of Contents);
2. Application Form;
3. Certified List of Abutters;
4. Other Permits and Variances;
5. Recorded Plans and Deeds;
6. Plans:
 - a. Architectural Plans
 - b. Site Plan
7. Development Impact Statement.



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David Hartnagel, Chair
Stow Zoning Board of Appeals
Town Building
380 Great Road
Stow, MA 01775

Re: Stow Acres Country Club, Randall Road – Proposed Relocation of the Driving Range and Snack Bar

Dear Members of the Zoning Board of Appeals,

Nutter McClennen & Fish LLP represents Stow Holdings LLC (“Stow Holdings”) with respect to its proposed relocation of the driving range and snack bar (the “Proposed Project”) at Stow Acres Country Club (“Stow Acres”). Stow Acres is a legal, pre-existing non-conforming use within the Residential zoning district and Stow Holdings is seeking the Board’s approval for a special permit associated with the construction of a new driving range and snack bar building pursuant to section 3.9.6 of the Stow Zoning By-law (the “Zoning By-law”).

For background, the Stow Acres is subject to a Conservation Restriction with the Town of Stow Conservation Commission and The Stow Conservation Trust (collectively, the “Grantees”) dated December 16, 2021, and recorded with the Middlesex South Registry of Deeds (the “Registry”) in Book 79426, Page 313 (the “CR”), and is attached hereto as Exhibit A. The CR, in Section III.B(22)(a) and (b), expressly allows Stow Holdings to expand the clubhouse facilities within a defined “Golf Course Core Building Envelope” and the relocation of the driving range from the North Course to the South Course within a defined “Driving Range Relocation Area”, both as shown on Exhibit B to the CR. As such, (i) the relocated snack bar is an allowed activity and use under Section III.B(22)(a).i.1 of the CR and is proposed to be located within the “Golf Course Core Building Envelope”, as defined in the CR and (ii) the relocated driving range is an allowed activity and use under Section III.B(22)(b) of the CR and is proposed to be located within the “Driving Range Relocation Area”, as defined in the CR. The CR allows for an increase of up to 60,000 total square feet in the “Golf Course Core Building Envelope” and “Driving Range Relocation Area” areas and the Proposed Project only seeks to add a little over a 5th of that square footage (12,692 square feet). Stow Holdings received an email on November 27, 2023, and attached hereto as Exhibit B, from the Stow Conservation Commission, confirming that the Proposed Project consists of reserved rights under the CR and does not require Notice and Approval of the Grantees under Section III.F of the CR. The Stow



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Conservation Trust, at its meeting on December 4, 2023, agreed with the Stow Conservation Commission that the Proposed Project does not require Notice and Approval of the Grantees under Section III.F of the CR. Stow Holdings expects that the Stow Conservation Trust will also issue a letter or email stating the same and once received, Stow Holdings will submit the letter to the Board.

The Stow Conservation Commission, at its public hearing on December 5, 2023, voted to approve a Notice of Intent for the Proposed Project and will be issuing an Order of Conditions. Stow Holdings will forward the Order of Conditions to the Board once issued.

In support of this request for a special permit pursuant to sections 3.9.6 and 9.2 of the Zoning By-law, enclosed please find the following in accordance with Section 2.4 of the Town of Stow, Zoning Board of Appeals, Application Requirements, Procedural Rules, and Application Forms for Special Permit, Variance, Appeal of Building Commissioner/Zoning Enforcement Officer/Sign Officer, as amended through March 20, 2023:

1. Petition to the Town Clerk (see cover letter to this application);
2. Application Form;
3. Certified List of Abutters;
4. Other Permits and Variances;
5. Recorded Plans and Deeds;
6. Plans:
 - a. Architectural Plan
 - b. Site Plan
7. Development Impact Statement.

Below, we set forth each applicable standard in the Zoning By-law and the Proposed Project's compliance with that standard.

3.9.1.1 It shall comply with the parking requirements of the Parking Section of this Bylaw:

The Proposed Project maintains compliance with the Parking Section of this Bylaw. Because the new driving range and snack bar are replacing the existing driving range and snack

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bar, it will not increase the parking demands associated with the golf course. However, the Proposed Project will add 3 handicap parking spaces, with van accessible space, and 3 standard parking spaces to the east, as well as 3 standard parking spaces to the north, of the proposed snack bar. Accordingly, this standard is met.

3.9.1.2 It shall comply with the SIGN section of this Bylaw;

The Proposed Project will not add any new signage. Accordingly, this standard is met.

3.9.1.3 It shall comply with the General Use Regulations section of this Bylaw;

The General Use Regulations are met because the new building will be constructed in accordance with the state building code (3.8.1.1); The proposed building will not result in offensive odors, dust or smoke at the property line (3.8.1.2); the noise requirements of the Zoning By-law will be met because the building is a replacement of the existing driving range and snack bar and will thus not result in a change to the noises associated with the operation of the golf course (3.8.1.3); no heat, glare, or vibration, or radiation will be discernible from outside the structure (3.8.1.4); and the exterior lighting will not shine on adjacent properties or towards any street in such a manner as to create a nuisance or hazard; the Proposed Project complies with the screening, surfacing, parking and sign requirements in the Zoning By-law (3.8.1.6); the Proposed Project shall comply with all Board of Health requirements concerning water supply and waste disposal (3.8.1.7); the Proposed Project is not a scientific use (3.8.1.8); pre-development surface water runoff rates and volumes shall not be increased and pre-development erosion and sedimentation rates shall not be increased (3.8.1.9); the Proposed Project shall comply with all erosion control requirements (3.8.1.10).

3.9.1.4 No parking, BUILDING or outdoor storage facility of materials or products shall be closer than 35 feet from the side or rear LOT line, nor closer than 50 feet from the STREET LINE;

As shown on the site plan, the proposed new driving range and snack bar building is greater than 50' from the street line and greater than 35' from the closest side lot line. Accordingly, this standard is met.

3.9.1.5 Parking and outdoor storage of materials or products shall be screened from the view of abutting properties and the view from public ways by vegetative screens, opaque fencing or topography; and

Any outdoor storage of materials will be screened from abutting properties by existing vegetation, which will be enhanced with additional plantings or a fence as required, including the proposed new handicap parking spaces.

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3.9.1.6 There shall be sufficient space and provision on site for the maneuvering of vehicles so as to allow loading and unloading of materials and products without impeding the flow of traffic along public ways or blocking pedestrian sidewalks, paths and rights of way.

All access is internal to the site, there will be no impediment of traffic along public ways or blocking pedestrian sidewalks, paths, and rights of way.

3.9.6.1 As provided in G. L. c. 40A, sec. 6, a lawfully preexisting nonconforming use and/or structure, ... may be reconstructed, altered or extended only if:

1. said reconstruction, alteration or extension itself conforms with all the provisions of the Zoning Bylaw;

As shown on the site plan, the Proposed Project meets the dimensional requirements of the Zoning By-law. Accordingly, this standard is met.

2. there is a finding by the Board of Appeals that such reconstruction, alteration or extension will not be substantially more detrimental to the neighborhood than the existing nonconforming structure or use;

The proposed new driving range and snack bar replaces the existing driving range and snack bar and the existing snack bar building will be converted to golf cart storage. Accordingly, it does not represent an expansion of operations and is not substantially more detrimental to the neighborhood than the existing nonconforming use. The proposed new driving range and snack bar will be moved further into the interior of the golf course, accordingly, it will be a minor change to existing conditions and will not be substantially more detrimental to the neighborhood. In fact, the Proposed Project will be less detrimental to the neighborhood than the existing condition, because the driving range will be moved from the other side of Randall Road to the interior of the existing golf course, which will greatly reduce pedestrian, golf cart and vehicle traffic crossing Randall Road. Moving the driving range will provide an additional and significant environmental benefit in that its relocation will allow for the 10-acre existing driving range to undergo an environmental restoration back to natural wetlands. Along with the environmental benefit, the Proposed Project will also create a new amenity for community members to enjoy due to its year-round operation thereby providing a location for golfers to practice and congregate in the offseason, an additional activity for families and individuals to stay active in the colder months and additional year-round permanent jobs available to community members. It is also worth noting that the townspeople of Stow have voted overwhelmingly in favor (approximately 95% - 5%) twice at Town Meeting to allow the relocation of the driving range in the transfer of the conservation land to the Town and to authorize the CR, which explicitly established the location of the relocated driving range.

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3. that said extension, alteration or change is in accordance with the guidelines noted below; and

The Proposed Project's conformance with the guidelines is noted below.

4. that the Board of Appeals grants a special permit as provided in Section 9.2.

1. the Board of Appeals shall encourage extensions, alterations or changes to nonconforming structures and uses toward greater, if not complete, conformance with the provisions of the Zoning Bylaw and to reduce the degree of nonconformity;

The Proposed Project conforms to the dimensional criteria of the Zoning By-law. Additionally, although Stow Acres is a legal pre-existing non-conforming use, the Zoning By-law has since been modified to allow for golf courses within residential zoning districts. Accordingly, the Proposed Project does not increase the degree of nonconformity.

2. the Board of Appeals shall not encourage the expansion of a nonconforming structure or use as measured by either the: a) amount of floor space or land area used, or b) volume of activity, including but not limited to an increase in the intensity of use and/or a change in the nature or purpose of the use;

The proposed driving range and snack bar building is a replacement of the existing driving range and snack bar building and will not present an expansion of the pre-existing nonconforming golf course use and in fact will be a decrease in the floor space and land area used. The existing driving range is approximately 10 acres with 36 driving range bays and the relocated driving range will be approximately 3 acres with 26 driving range bays. Stow Holdings does not anticipate an increase in the overall volume of activity at the relocated driving range and snack bar, however, the Proposed Project will be open year-round rather than seasonal only, so that may spread out the activity at the Proposed Project throughout the entire year. It is worth noting that the existing snack bar is allowed to be open year-round, but to date Stow Holdings has chosen to close for 3-4 months during the winter.

3. the Board of Appeals shall prohibit the expansion of nonconforming structures and uses unless there will be no demonstrable adverse impacts on abutting properties and those properties that generally characterize the neighborhood or locus within which the expansion is sought, and;

The proposed new driving range and snack bar building are a replacement of the existing driving range and snack shack building and accordingly will have no adverse impacts on abutting properties as it will not change the activities conducted as part of the existing use. As noted above, the Proposed Project will bring both the driving range and snack bar further into the

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interior of the golf course and will have a lessened impact on abutting properties than the existing layout.

4. the Board of Appeals shall not encourage the expansion of nonconforming structures and uses if the expansion will negatively impact the Town of Stow's ground or surface waterbodies.

The proposed new driving range and snack bar building will have no negative impact on surface waterbodies, as all storage will be conducted inside the buildings and a proposed oil/sand separator is included, and will have no negative impact on groundwater as the project complies with all stormwater requirements by reducing the total amount of impervious coverage.

9.2.6 Mandatory Findings by Special Permit Granting Authority - The Special Permit Granting Authority shall not issue a special permit unless without exception it shall find that the proposed use and development:

9.2.6.1 is in harmony with the purpose and intent of this Bylaw;

As noted above, although Stow Acres is a legal pre-existing nonconforming use, the Zoning By-law has since been updated to permit golf courses in residential districts. Accordingly, the Proposed Project for the golf course is in harmony with the purpose and intent of the Zoning By-law.

9.2.6.2 will not be detrimental or injurious to abutting properties or ways, the neighborhood, community amenities or the Town of Stow;

The Proposed Project will not be detrimental to abutting properties or ways, the neighborhood, community amenities or the Town of Stow because, as noted above, it will bring the driving range onto the main golf course property and will move the snack bar further into the golf course and thus is not an expansion of the existing use. Rather than being a detriment, the Proposed Project will be a benefit to the neighborhood and will add a community amenity due to the return of the existing driving range to natural wetlands and its year-round operation thereby providing a location for golfers to practice and congregate in the offseason, an additional activity for families and individuals to stay active in the colder months and additional year-round permanent jobs available to community members.

9.2.6.3 is appropriate for the site for which the petition is submitted and is related harmoniously to the terrain and to the use, scale and proportions of existing and proposed BUILDINGS in the immediate vicinity that have functional or visual relationship to the proposed use;

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The proposed building replaces an existing driving range that is across the street from the rest of the golf course and an aging snack bar. Additionally, the proposed new building is designed to blend harmoniously with the existing golf course use and surrounding area.

9.2.6.4 includes sufficient mitigating measures which shall be implemented as part of the special permit for any adverse effects noted in the Development Impact Statement, reports from town boards and agencies, reports from consultants and public hearings;

The Proposed Project was contemplated as part of a larger process with the Town whereby Stow Holdings, in the CR, has granted to the Town certain land to be maintained in perpetuity in its scenic and open condition for active and passive outdoor recreational use and to prevent any use or change that would materially impair the Conservation Values, as defined in the CR. As noted herein, the Proposed Project will significantly decrease the land area occupied by the existing driving range and snack bar thereby returning the existing driving range to its natural state and increasing the conservation land at Stow Acres.

9.2.6.5 will result in no pollution or contamination of the GROUND WATER, a GROUND WATER recharge area, a well, pond, stream, watercourse or inland wetland;

The Proposed Project will not result in pollution or contamination as the Proposed Project complies with all stormwater requirements by reducing the total amount of impervious coverage and all storage will be contained within the building and will have an appropriate separator installed.

9.2.6.6 will result in no significant effect on the "level of service" (LOS) of the town roads or intersections of these roads. A significant effect on level of service is a projected use of greater than five percent (5%) of the reserve capacity of a road segment or turning movement by the proposed use at the completion of its development. Reserve capacity calculations are to be done by a registered professional engineer using accepted methods of traffic analysis and shall include both projected growth in traffic during the period of development and projected traffic from other uses and developments which have applied for approval under the Zoning Bylaw prior to the close of the public hearing;

As the Proposed Project replaces the existing driving range and snack bar, it will not result in any additional vehicle trips.

9.2.6.7 will result in no significant effect on level of service for any service provided by the Town, including fire, police and ambulance. Proof of no significant effect is the lack of need for the Town to add equipment and/or staff specifically due to the development;

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As the Proposed Project replaces the existing driving range and snack bar, it will have no impact on Town services whatsoever.

9.2.6.8 will result in no redirection of existing surface water runoff such that there would be material impact on abutting parcels or downstream properties unless an appropriate easement is obtained to an existing watercourse;

The Proposed Project and surrounding paved area complies with all stormwater requirements by reducing the total amount of impervious coverage, accordingly there will be no redirection of surface water runoff to abutting parcels or downstream properties.

9.2.6.9 will result in no transport by air or water of erodible material beyond the boundary line of the LOT (See also Section 3.8. Use Regulations, General);

The Proposed Project will not result in the removal of soil from the lot.

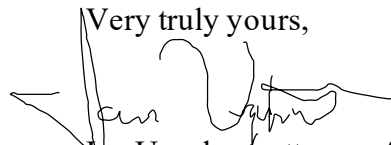
9.2.6.10 will provide adequate provision for pedestrian traffic; and

The Proposed Project is not expected to generate pedestrian traffic.

9.2.6.11 will comply with all requirements of Site Plan Approval and all other applicable requirements of this Bylaw.

Stow Holdings has provided all required information for the Board to find that the requirements of site plan approval are met for the proposed driving range and snack bar building.

Very truly yours,

A handwritten signature in black ink, appearing to read "Ian Urquhart". The signature is fluid and cursive, with a large initial "I" and "U".

Ian Urquhart, attorney for Stow Holdings

IMU:

cc: Stow Holdings LLC, c/o Peter Brown



December 7, 2023
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Exhibit A
Conservation Restriction

[see attached]

Middlesex South Registry of Deeds
Electronically Recorded Document

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Recording Information

Document Number	: 277834
Document Type	: REST
Recorded Date	: December 27, 2021
Recorded Time	: 11:03:24 AM
Recorded Book and Page	: 79426 / 313
Number of Pages(including cover sheet)	: 35
Receipt Number	: 2764205
Recording Fee	: \$105.00

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@blackswanclub.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

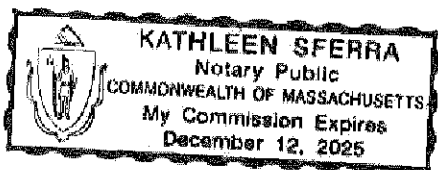
WITNESS my hand and seal this 16th day of December, 2021,

[Signature]
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.



[Signature]
Kathleen Sferra
Notary Public
My Commission Expires:

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

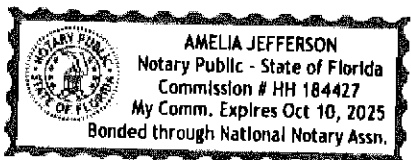
[Signature]
John R. Swansburg
Stow Holdings LLC, duly authorized

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.



[Signature]
Notary Public
My Commission Expires: 10/10/25

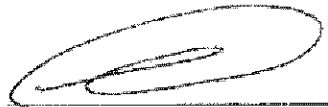
WITNESS my hand and seal this 14th day of December, 2021,

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

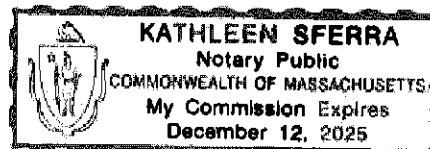
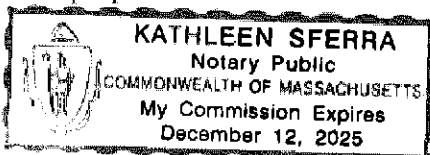
Holly Clack
Holly Clack

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

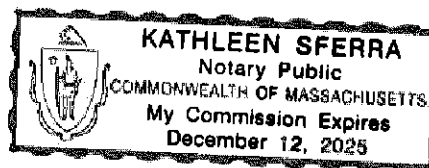
Its: President, duly authorized

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:



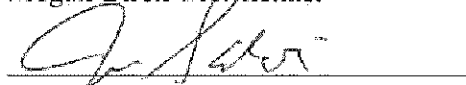
APPROVAL OF SELECT BOARD OF TOWN OF STOW

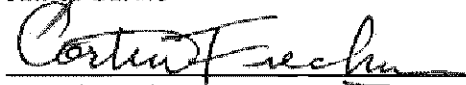
We, the undersigned, being a majority of the Select Board of the Town of Stow, hereby certify that at a public meeting duly held on November 23, 2021, the Select Board voted to approve the foregoing Conservation Restriction from Stow Holdings LLC to the Town of Stow, acting by and through its Conservation 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

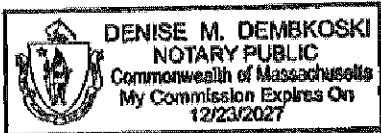

Cortni Frecha

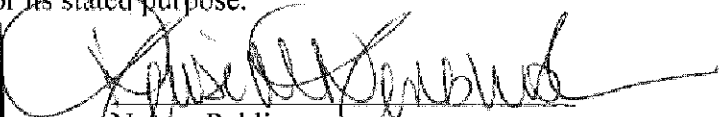

Zach Burns
rk
302

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:

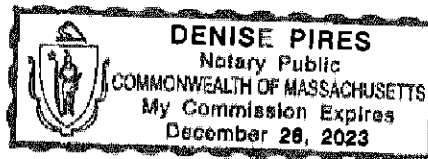
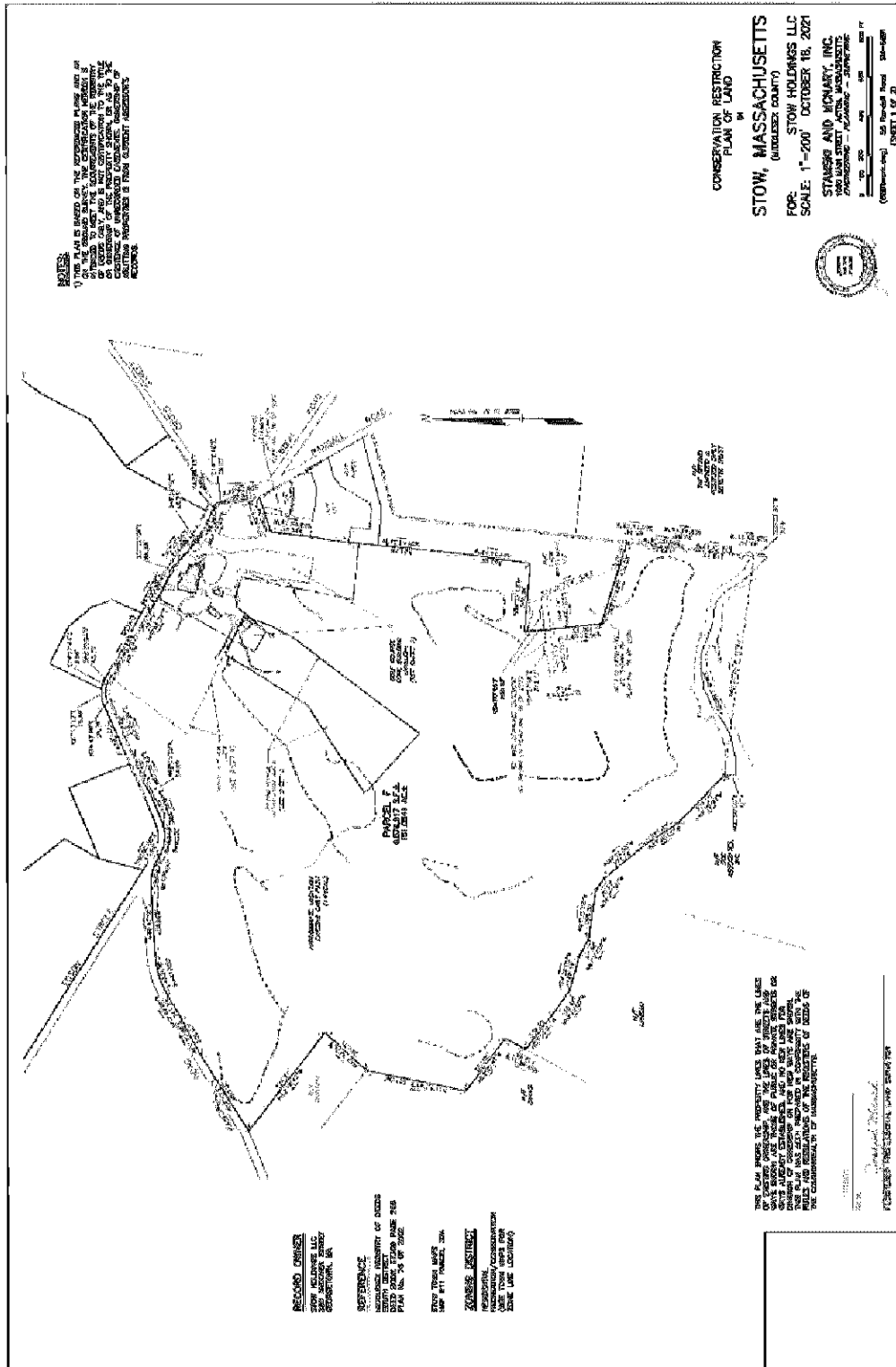


Exhibit A: Legal Description of Premises

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)



NOTES:
 1) THIS PLAN IS BASED ON THE INFORMATION PROVIDED AND AS SHOWN ON THE RECORD COPY OF THE CONSERVATION RESTRICTION IN STOW, MASSACHUSETTS, THE CONSERVATION RESTRICTION IS NOT TO BE CONSIDERED AS A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED TO THE TITLE COMPANY AND IS NOT TO BE CONSIDERED AS A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED TO THE TITLE COMPANY. THE TITLE COMPANY IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED TO THE TITLE COMPANY.

CONSERVATION RESTRICTION
 IN
 STOW, MASSACHUSETTS
 FOR: STOW HOLDINGS LLC
 (MIDDLESEX COUNTY)
 SCALE: 1"=200' OCTOBER 18, 2021
 STANLEY AND BONAVENTURE, INC.
 PROFESSIONAL LAND SURVEYORS
 100 STATE STREET, SUITE 200
 STOW, MASSACHUSETTS 01961
 (617) 251-1111
 SHEET 1 OF 2



RECORD ENGINE
 STOW HOLDINGS LLC
 100 STATE STREET, SUITE 200
 STOW, MASSACHUSETTS 01961

REFERENCE
 MASSACHUSETTS DEPARTMENT OF REVENUE
 COUNTY DEPARTMENT
 PLAN No. 75 OF 2022

STOW TOWN MAP
 MAP 811 PARCEL 20A

EXEMPT RESTRICTION
 MASSACHUSETTS DEPARTMENT OF REVENUE
 COUNTY DEPARTMENT
 PLAN No. 75 OF 2022

THIS PLAN SHOWS THE PROPERTY LINES THAT ARE THE SUBJECT OF THE CONSERVATION RESTRICTION. THE PROPERTY LINES ARE SHOWN AS DASHED LINES. THE PROPERTY LINES ARE NOT TO BE CONSIDERED AS A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED TO THE TITLE COMPANY. THE TITLE COMPANY IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED TO THE TITLE COMPANY.

DATE: 10/18/21
 PROJECT: STOW HOLDINGS LLC
 PROJECT: CONSERVATION RESTRICTION

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

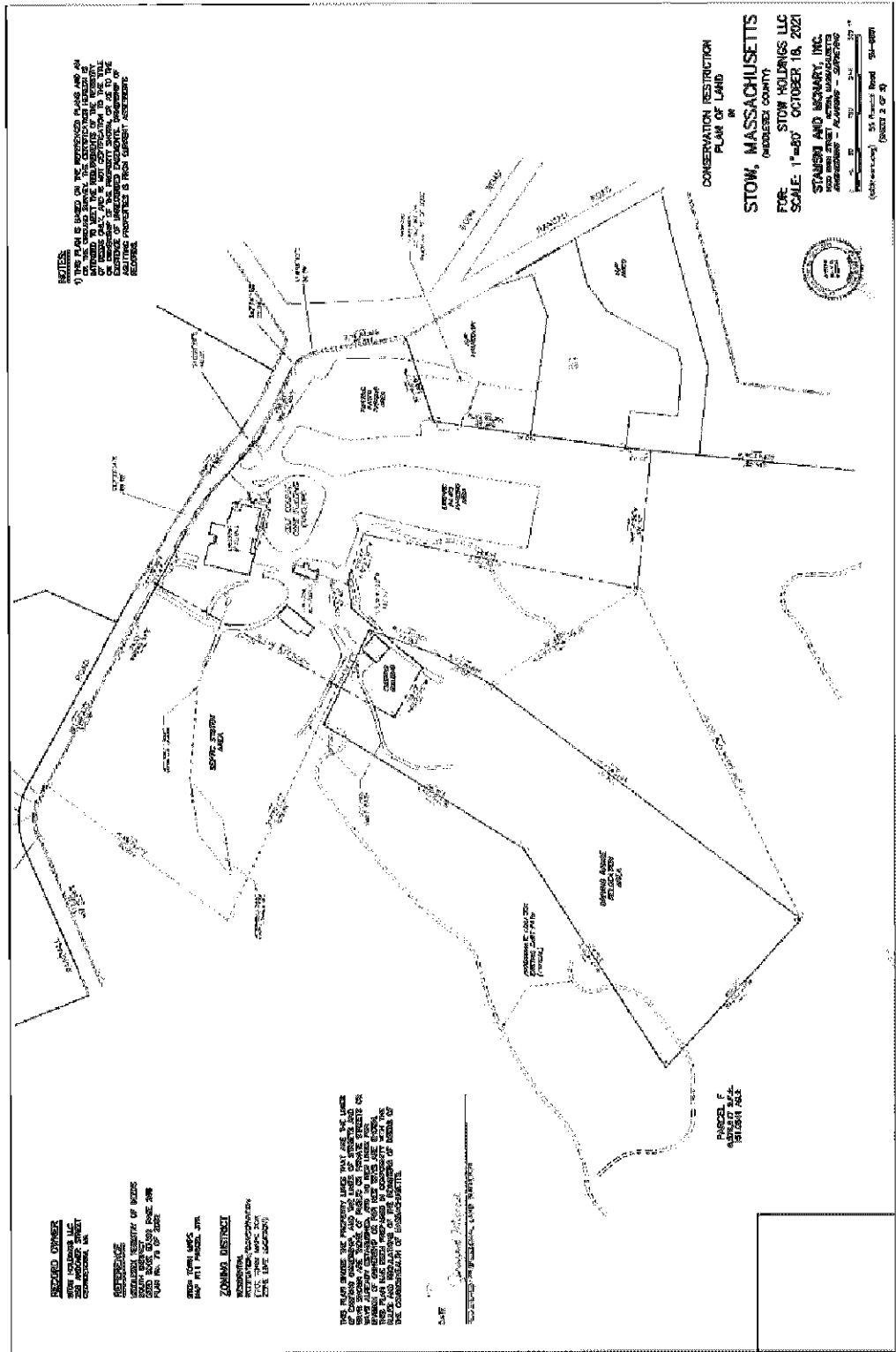


Exhibit C: Town Meeting Vote Authorizing the Use of CPA Funds



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:

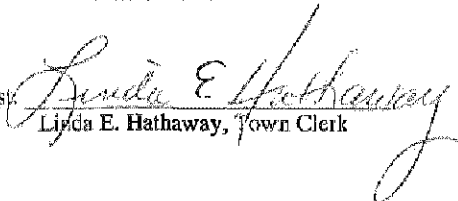

Linda E. Hathaway, Town Clerk

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



December 7, 2023
Page 10

Exhibit B

Stow Conservation Commission email

[see attached]

6256237.1

----- Forwarded message -----

From: **Kathy Sferra** <conservation@stow-ma.gov>

Date: Mon, Nov 27, 2023 at 1:03 PM

Subject: Stow Acres Driving Range/Clubhouse Facilities

To: peterb@blackswanclub.com <peterb@blackswanclub.com>

Cc: kbwilber@verizon.net <kbwilber@verizon.net>, sjc@susancrane.com <sjc@susancrane.com>

Hi Peter

This email is to confirm that the Stow Conservation Commission voted unanimously at its meeting on November 7, 2023 to find that the proposed driving range and snack bar relocation, as shown on the "Conservation Restriction Plan of Land" dated October 18, 2021 and the "Site Development Plan" dated November 29, 2022, and described in more detail in a letter from Peter Brown dated September 19, 2023 are consistent with the terms of the Conservation Restriction recorded on the Stow Acres South Course.

Specifically, Section III.B(22)(a) and (b) of the Conservation Restriction provide for the expansion of clubhouse facilities within a defined "Golf Course Core Building Envelope" and the relocation of the driving range from the North Course to the South Course within a defined "Driving Range Relocation Area" as specific reserved rights of Stow Acres that were agreed to among the parties at the time of the recording of the Conservation Restriction within specific building envelopes shown on Exhibit B of the recorded plans. A variety of activities are allowed in conjunction with these projects as enumerated within the CR. The one item that will require more attention is the required consultation with the Town and the Trust on the driving range netting, which is a process that we have already started.

You inquired in your letter of 9/19/23 as to whether these two projects are governed by the Notice and Approval procedures in Section III.F of the CR. It is my professional opinion, supported by the Commission's vote, that as these are specifically reserved permitted rights within the Conservation Restriction which do not require formal notice and approval of the Town and the Trust. Such "notice and approval" requirements are specifically called out in other provisions of the Conservation Restriction. Nevertheless, we appreciate the opportunity to review the plans to ensure that they are in compliance with the terms of the reserved rights in the CR and more generally with the intent and purposes of the CR.

As you know, the project will require separate review and approval by Conservation Commission under the MA Wetlands Protection Act and the Town of Stow Wetlands Protection Bylaw, and by the ZBA. If the plans are revised as a result of this review, we would ask that we have an opportunity to confirm that all such changes are in conformity with the Conservation Restriction terms. We are happy to meet with you and/or Stow Conservation Trust as needed as the project progresses to discuss/resolve any issues that arise.

Thank you,

-Kathy

Kathy Sferra

Conservation Director

Town of Stow

380 Great Road

Stow MA 01775

978-897-8615

www.stow-ma.gov/conservation-commission

www.facebook.com/stowconservation

2. Application Form



TOWN OF STOW ZONING BOARD OF APPEALS APPLICATION FOR:

- SPECIAL PERMIT**
- DIMENSIONAL VARIANCE**
- SIGN VARIANCE**
- APPEAL of DECISION OF BUILDING INSPECTOR/ZONING ENFORCEMENT OFFICER/SIGN OFFICER**

File one (1) copy of the Application (including plans and reports as required by the Rules and Regulations), folded to fit neatly within a legal sized file folder, to the Town Clerk.

Received and Filed with Town Clerk
Date _____
Stow Town Clerk _____

File ten (10) copies of the Application (including plans and reports as required by the Rules and Regulations), folded to fit neatly within a legal sized file folder, to the Zoning Board of Appeals along with an Application fee payable to "Town of Stow" in the amount required by the Rules and Regulations. Refer to the Rules and Regulations for details on the information required.

APPLICANT'S NAME Peter I. Brown, Stow Holdings LLC	PHONE # 617-962-1023 EMAIL: peterb@blackswancountryclub.com
MAILING ADDRESS: 258 Andover Street, Georgetown, MA 01833	
LOCATION AND STREET ADDRESS OF SITE Stow Acres Country Club, Randall Road	
AREA OF SITE <u>151.0541</u> sq. ft./ <u>acres</u>	FRONTAGE <u>3712.5</u> linear feet
ZONING DISTRICT Residential	TOWN OF STOW ASSESSOR'S MAP Number(s) <u>R-11</u> Parcel Number(s) <u>37A</u>
SOUTH MIDDLESEX REGISTRY OF DEEDS BOOK AND PAGE NO.(s): <u>Book 67309, Page 266</u> or LAND COURT CERTIFICATE OF TITLE NO.(s): _____	
PROPERTY OWNER(S) NAME Stow Holdings LLC	PHONE NO. <u>617-962-1023</u> EMAIL <u>peterb@blackswancountryclub.com</u>
APPLICATION FEE MADE PAYABLE TO TOWN OF STOW	\$250.00 PLUS \$2.00 FOR EACH LISTED ABUTTER \$

TYPE OF APPLICATION

<input checked="" type="checkbox"/> Special Permit	Check the appropriate box below
	<input type="checkbox"/> Section 3.2.2 of the Zoning Bylaw (Residential District Use)
	<input type="checkbox"/> Section 3.3.3 of the Zoning Bylaw (Business District Use)
	<input checked="" type="checkbox"/> Section 3.9 of the Zoning Bylaw (Non-Conforming Use or Structure) (attach copy of form Appendix 7 for non-conforming vacant lots)
	<input type="checkbox"/> Section 4.1.3 of the Zoning Bylaw (Two or more dwelling houses)
	<input type="checkbox"/> Section 4.1.4 of the Zoning Bylaw (Floodplain)
	<input type="checkbox"/> Section 4.1.6 of the Zoning Bylaw (Single Family dwelling on non-conforming lot in single ownership)
	<input type="checkbox"/> Section 4.4 of the Zoning Bylaw (Table of Dimensional Requirements) for expansion of an existing non-conformity.
	<input type="checkbox"/> Section 5.1.1.7 of the Zoning Bylaw (Floodplain Overlay District – Mapping Error)
	<input type="checkbox"/> Other

<input type="checkbox"/> Variance (Section 4.4 (Dimensional Requirements) of the Zoning Bylaw)	Required Setback – Current Zoning Bylaw		Existing Setback	Proposed Setback	Variance Requested
	Front yard	___ feet	___ feet	___ feet	___ feet
	Side Yard	___ feet	___ feet	___ feet	___ feet
	Side Yard	___ feet	___ feet	___ feet	___ feet
	Rear Yard	___ feet	___ feet	___ feet	___ feet
	Other	(Describe)			

<input type="checkbox"/> Variance – Section 6.3..7.7 (Signs) of the Zoning Bylaw	Attach description of and justification for variance.
<input type="checkbox"/> Appeal of Decision of the Building Commissioner/Zoning Enforcement Officer/Sign Officer	Attach description of and justification for appeal.

DESCRIPTION AND JUSTIFICATION FOR THE PROPOSED REQUEST:

Attach detailed description and justification for request.

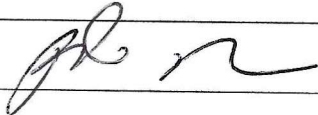
Any additional maps, plans, photographs, deeds, or documents which the Applicant wishes to submit should be enclosed with each copy of this Application.

=====

The undersigned hereby certify that the information on this Application and plans submitted herewith are correct, and that all applicable provisions of Statutes, Regulations, and Bylaws will be complied with.

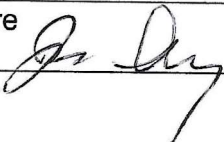
The above is subscribed to and executed by the undersigned under the penalties of perjury in accordance with Section 1-A of Chapter 268, General Laws of the Commonwealth of Massachusetts.

APPLICANT

Date: 12/6/2023	
Name (print): Peter Brown	Signature: 

OWNER'S KNOWLEDGE AND CONSENT

I hereby assert that I have knowledge of and give my consent to the Application presented above.

Date: 12/6/2023	
Name (print): John Swanson	Signature: 

TRUST, CORPORATION OR COMPANY KNOWLEDGE AND CONSENT

Date:	
Name (print):	Signature:

3. Certified List of Abutters



Town of Stow
BOARD OF ASSESSORS

380 Great Road
Stow, Massachusetts 01775-1122
(978) 897-4597
Email: Assessors2@Stow-MA.gov

REQUEST FOR CERTIFIED ABUTTERS' LIST

Date of Request: 10/26/2023

Property Owner: Stow Holdings LLC

Property Location: 58 Randall Road (Stow Acres Country Club)

Parcel ID: (Map & Lot): Map R11 Lot 37A

Requesting Board: Conservation Commission

Requestor Information:

Name: Stamski and McNary, Inc.- Daniel Carr

Mailing Address: 1000 Main Street, Acton, MA 01720

Email address: djc@stamskiandmcnary.com

Phone Number: 978-263-8585 EXT 214

FEE: \$20.00 for first 20 abutters or less:

PLUS: \$1.00 per abutter above 20 entries and \$2.00 per sheet of labels.

37 abutters

3

*20
17
6
#43 owed*

Assessors' Office Use Only:

Deposit: \$ _____ Cash Check (check # _____)
Add'l Fee: \$ _____ Cash Check (check # _____)

The Board of Assessors has 10 business days to provide all Certified Lists of Abutters.
The list is valid for 90 days from the date of Certification.
Applications submitted without all necessary information may be returned for completion.

ABUTTERS LIST
58 RANDALL RD
MAP R-11 PARCEL 37A

MAP/PARCEL	PROPERTY LOCATION	OWNER NAME 1	OWNER NAME 2	MAILING ADDRESS	CITY	STATE	ZIP	DEED BOOK	DEED PAGE
00R-11 000023	80 EDSON ST	THOMAS BRUCE A	GAIL D THOMAS	80 EDSON ST	STOW	MA	01775	22623	610
00R-11 000024	77 RANDALL RD #79	FEIN, CHARLES	FEIN, MARIE	1510 BUTLER WAY	WALL TOWNSHIP	NJ	07719	28371	62
00R-11 000032	351 GLEASONDALE RD	DOTY BENJAMIN J	DOTY LINDA BLASCHKE	351 GLEASONDALE ROAD	STOW	MA	01775	41073	95
00R-11 000038	47 EDSON ST	LORDI, NICHOLAS J.		47 EDSON ST	STOW	MA	01775	24350	71
00R-11 000052	159 RANDALL RD	DINNOCENZO KRISTEN M	MCDONOUGH COLIN	159 RANDALL RD	STOW	MA	01775	64681	304
00R-11 000053	151 RANDALL RD	WHEELER JAMES R	JANET G WHEELER	151 RANDALL ROAD	STOW	MA	01775	15201	31
00R-11 00034A	22 RANDALL RD	AMICO STEVEN J	AMICO JENNIFER A	22 RANDALL ROAD	STOW	MA	01775	56677	344
00R-11 00035A	24 RANDALL RD	OTT TEUNIS J	OTT MARIAN S	24 RANDALL RD	STOW	MA	01775	69362	451
00R-11 00036A	32 RANDALL RD	DALEY, BENNETT	DALEY, JILLIAN	32 RANDALL RD	STOW	MA	01775	69120	411
00R-11 00037A	58 RANDALL RD	STOW HOLDINGS LLC		258 ANDOVER STREET	GEORGETOWN	MA	01833	67309	266
00R-11 0003-2	147 BOON RD	PETERS FAMILY TRUST	CLAUDIA G PETERS TRUSTEE	147 BOON RD	STOW	MA	01775	46556	517
00R-11 0003-3	41 RANDALL RD	GALLACHER, MATTHEW J.		41 RANDALL RD	STOW	MA	01775	59425	183
00R-11 0003-4	30 CROSS ST	DOUCETTE THOMAS	DOUCETTE ALISON M	30 CROSS ST	STOW	MA	01775	22961	254
00R-11 0051-8	0 SEVEN STAR LN	TOWN OF STOW		380 GREAT RD	STOW	MA	01775	47582	297
00R-11 0051-9	12 SEVEN STAR LN	CASTLE ANDREW B	CASTLE KATHRYN E	12 SEVEN STAR LANE	STOW	MA	01775	41916	219
00R-11 0054-1	147 RANDALL RD 149	FRENCH KEVIN H	FRENCH HEATHER L	147 RANDALL ROAD	STOW	MA	01775	32199	576
00R-11 0054-2	137 RANDALL RD	ZINKE ALEXANDER W	ZINKE AMANDA KATHLEEN	137 RANDALL ROAD	STOW	MA	01775	68456	565
00R-11 025-5A	70 EDSON ST	BOUDO WILLIAM M	BOUDO ASHLEY E	70 EDSON STREET	STOW	MA	01775	67531	449
00R-11 025-6A	76 EDSON ST	SEIGAL STEPHEN	MAGDALENE TEIGEN STORY	76 EDSON ST	STOW	MA	01775	70653	388
00R-11 0258-8	0 CROSS ST	VIRNELLI TANYA		59 GLEASONDALE RD	STOW	MA	01775	71019	388
00R-11 0258-9	111 RANDALL RD	KANE JOHN L	HOUBA KANE KATHY L	111 RANDALL RD	STOW	MA	01775	54227	469
00R-11 037B-1	0 RANDALL RD	STOW WOODLANDS LLC		PO BOX 620-636	NEWTON LOWER FALLS	MA	02462	17734	443
00R-11 051-12	15 SEVEN STAR LN	VANGSNESS TODD S		15 SEVEN STAR LANE	STOW	MA	01775	56707	568
00R-11 051-13	9 SEVEN STAR LN	O'SULLIVAN VINCENT	HERBERT JENNIFER	9 SEVEN STAR LN	STOW	MA	01775	53905	119
00R-11 25B-10	121 RANDALL RD	ALEXANDER BRIAN	ALEXANDER MICHELLE	121 RANDALL RD	STOW	MA	01775	59402	348
00R-12 000002	449 GLEASONDALE RD	THE SECOND AMENDED & RESTAT	EMILY BEYETTE & LISA RENEE POI	2281 LOS ENCINOS RD	OJAI	CA	93023	70616	182
00R-12 000005	387 GLEASONDALE RD	MCDONALD ROBERT C	GAY GIBSON MCDONALD	387 GLEASONDALE RD	STOW	MA	01775	13847	733
00R-12 000010	197 RANDALL RD	BOYLE CHARLES E	PATRICIA RILEY BOYLE	197 RANDALL ROAD	STOW	MA	01775	23361	181
00R-12 000011	185 RANDALL RD	DORAZIO THOMAS J	VIRGINIA DORAZIO	185 RANDALL RD	STOW	MA	01775	15308	241
00R-12 000012	181 RANDALL RD	STONEBRAKER ENNEST R JR	SHERRYL K STONEBRAKER	181 RANDALL RD	STOW	MA	01775	13621	411
00R-12 000014	186 RANDALL RD 188	SCHWALL, JANENE	SCHWALL, NICOLAS	186 RANDALL RD 188	STOW	MA	01775	37525	151
00R-12 000016	194 RANDALL RD	GOTHE ROBERT D.	LINDA A. GOTHE	194 RANDALL ROAD	STOW	MA	01775	9427	380
00R-12 000023	0 HUDSON RD	LANKAU WALTER E	TR HUDSON RD REALTY COMPAN	58 RANDALL ROAD	STOW	MA	01775	23540	490
00R-12 000024	0 HUDSON RD OFF	SCC ASSOCIATES INC		58 RANDALL RD	STOW	MA	01775	17734	443
00R-12 0002-A	449 GLEASONDALE RD #A	THE SECOND AMENDED & RESTAT	EMILY BEYETTE & LISA RENEE POI	2281 LOS ENCINOS RD	OJAI	CA	93023	70616	182
00R-12 0017-1	198 RANDALL RD	ZAPETTINI CHRISTOPHER ROBERT		198 RANDALL RD	STOW	MA	01775	70549	185
00R-12 017-11	31 FRANCES CR	DIMASI SR. DAVID A	DIMASI EVE M	31 FRANCES CR	STOW	MA	01775	17440	162

Certified by the Stow Board of Assessors:

[Signature]

Date Certified or Re-Certified:

10/26/23

Conservation

THOMAS BRUCE A
GAIL D THOMAS
80 EDSON ST
STOW, MA 01775

FEIN,CHARLES
FEIN, MARIE
1510 BUTLER WAY
WALL TOWNSHIP, NJ 07719

DOTY BENJAMIN J
DOTY LINDA BLASCHKE
351 GLEASONDALE ROAD
STOW, MA 01775

LORDI,NICHOLAS J.

47 EDSON ST
STOW, MA 01775

DINNOCENZO KRISTEN M
MCDONOUGH COLIN
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AMICO JENNIFER A
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OTT MARIAN S
24 RANDALL RD
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DALEY, BENNETT
DALEY, JILLIAN
32 RANDALL RD
STOW, MA 01775

STOW HOLDINGS LLC

258 ANDOVER STREET
GEORGETOWN, MA 01833

PETERS FAMILY TRUST
CLAUDIA G PETERS TRUSTEE
147 BOON RD
STOW, MA 01775

GALLACHER, MATTHEW J.

41 RANDALL RD
STOW, MA 01775

DOUCETTE THOMAS
DOUCETTE ALISON M
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PO BOX 620-636
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4. Other Permits and Variances

Other Permits and Variances

Zoning Board of Appeals:

- 1996: Special Permit – Non-conforming use - Deed Book 26072 Page 400
- 1989 Special Permit - Deed Book 19962, Page 556 & Book 2099, Page 051
- 1990 Special Permit - Deed Book 20430, Page 015
- 1995 Variance - Deed Book 25588, Page 197
- March 2023 Special Permit - Deed Book 81379, Page 232

Conservation Commission:

- 2011: DEP File No: 299-431 - Deed Book 57027 Page 152
- March 2023: DEP File No: 299-728 - Deed Book 81421, Page 340

Board of Health:

- Sewage Disposal Permit

5. Recorded Plans and Deeds

Southern Middlesex - 20/20 Perfect Vision i2 Document Detail Report

Current datetime: 10/7/2021 2:34:44 PM

Doc#	Document Type	Town	Book/Page	File Date	Consideration
81970	DEED		67309/266	05/25/2016	1.00
Property-Street Address and/or Description					
58 RANDALL RD					
Grantors					
SCC ASSOCIATES INC					
Grantees					
STOW HOLDINGS LLC					
References-Book/Pg Description Recorded Year					
67309/270 WAIV 2016					
Registered Land Certificate(s)-Cert# Book/Pg					

4 B



2016 00081970

Bk: 67309 Pg: 266 Doc: DEED

Page: 1 of 4 05/25/2016 09:25 AM

QUITCLAIM DEED

SCC Associates, Inc., a Massachusetts corporation, having a usual place of business at 58 Randall Road, Stow, Massachusetts (the "Grantor"), for consideration paid and in full consideration of ONE DOLLAR AND 00/100 (\$1.00) and for other good and valuable consideration, grants to Stow Holdings LLC, a Massachusetts limited liability company with a usual place of business at 258 Andover Street, Georgetown, Massachusetts (the "Grantee"), with QUITCLAIM COVENANTS, the land with any improvements thereon, in Stow, Middlesex County, Massachusetts (the "Property") and being more particularly bounded and described on Exhibit A attached hereto and made a part hereof.

The Property is conveyed subject to and with the benefit of, as the case may be, all easements, encumbrances, restrictions, reservations, rights, agreements and other matters of record insofar as they are now in force and applicable, including in particular that certain Mortgage and Security Agreement, dated as of November 17, 1995, recorded with the Middlesex South Registry of Deeds at Book 25829, Page 74, as amended by that certain First Amendment to Mortgage and Note Modification Agreement, dated as of December 1, 2000, recorded with the Middlesex South Registry of Deeds at Book 32166, Page 330, as amended by that certain Partial Release of Mortgage and Security Agreement and Assignment of Rents and Leases dated January 24, 2002, recorded with the Middlesex South Registry of Deeds at Book 34653, Page 248, as amended by that certain Second Amendment to Mortgage and Note Modification Agreement dated January 24, 2002, recorded with the Middlesex South Registry of deeds at Book 34653, Page 306, as amended by that certain Third Amendment to Mortgage and Note Modification Agreement dated as of April 1, 2003, recorded with the Middlesex South Registry of Deeds at Book 38528, Page 36, as amended by that certain Fourth Amendment to Mortgage dated as of December 1, 2010, recorded with the Middlesex South Registry of Deeds at Book 55969, Page 463, as amended by that Second Amendment to Second Amended and Restated Secured Promissory Note and Amended and Restated Loan Agreement and Fifth Amendment to Mortgage, a memorandum of which is recorded with the Middlesex South Registry of Deeds at Book 63689, Page 120, as assigned to Stow Investments, LLC in accordance with that certain Assignment and Assumption of Mortgage and Loan Documents dated as of December 9, 2015, recorded with the Middlesex South Registry of Deeds at Book 66512, Page 579.

For reference to title, see Deed to Grantor dated December 31, 1986 and recorded with the Middlesex County (South District) Registry of Deeds in Book 17734, Page 443.

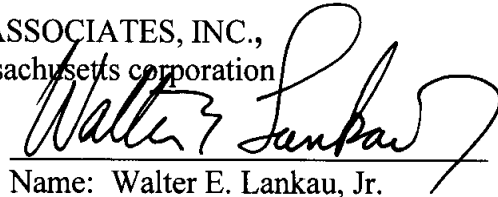
58 Randall RD STOW MA

Murphy & King
One Beacon St
Boston MA 02108

WITNESS our hands and seals this 22 day of April, 2016.

SCC ASSOCIATES, INC.,
a Massachusetts corporation

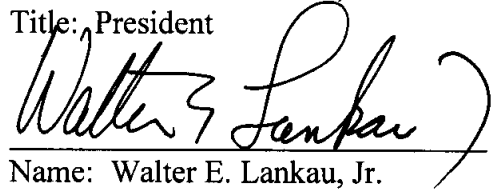
By:



Name: Walter E. Lankau, Jr.

Title: President

By:



Name: Walter E. Lankau, Jr.

Title: Treasurer

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss

April 22, 2016

Then personally appeared the above named Walter E. Lankau, Jr., as President and Treasurer of SCC Associates, Inc., and acknowledged the execution of the foregoing instrument to be his free act and deed and the free act of SCC Associates, Inc.



Notary Public

My commission expires: 11/9/16

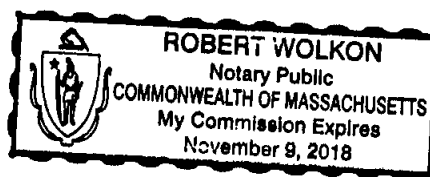


EXHIBIT A

All those certain parcels of land with the improvements thereon situated in the Town of Stow, County of Middlesex and Commonwealth of Massachusetts, being shown as Parcel D, Parcel G, Parcel F, and Lot 8 on a plan entitled "Plan of Land in Stow, Massachusetts prepared for SCC Associates, Inc. by Acton Survey & Engineering, Inc. dated January 8, 2002 and recorded in Middlesex South Registry of Deeds on January 25, 2002 as Plan No. 76 of 2002.

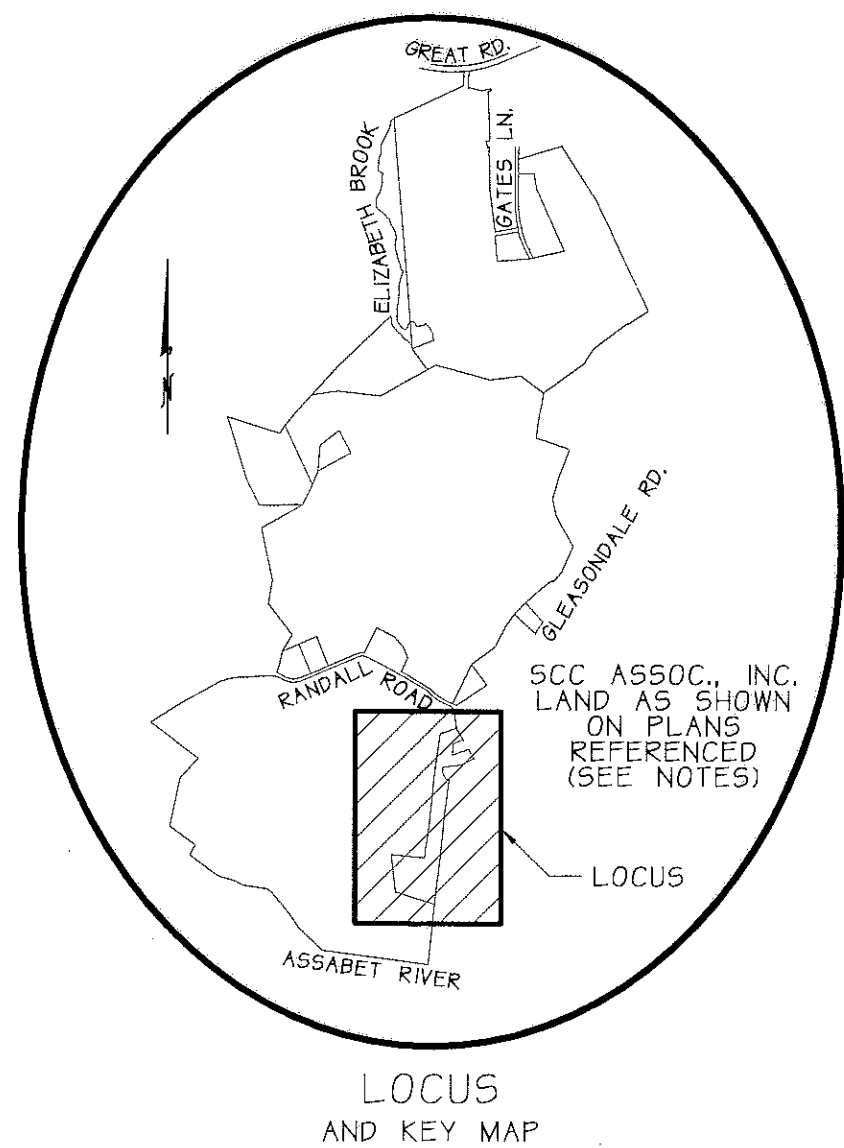
Together with all rights arising from the following:

- a. Parcel K Easement Agreement by and between SCC Associates, Inc. and Stow Woodlands LLC dated January 24, 2002 and recorded on January 25, 2002 as Instrument No. 168 (Book 34653, Page 291).
- b. Golf Ball Easement Agreement by and between SCC Associates, Inc. and Stow Woodlands LLC dated January 24, 2002 and recorded on January 25, 2002 as Instrument No. 166 (Book 34653, Page 272).
- c. Putting Green Easement Agreement by and between SCC Associates, Inc. and Stow Woodlands LLC dated January 24, 2002 and recorded on January 25, 2002 as Instrument No. 167 (Book 34653, Page 283).

Middlesex Registry of Deeds,
Southern District
Cambridge, Massachusetts

Plan No. 76-1-4 of 23 02
Rec'd 1-25 23 02
at 9:00 a.m. in Dec No. 163
Rec'd, Bk 34653 Page 253
Attest: *[Signature]*

FOR REGISTRY OF DEEDS USE ONLY



EXISTING STRUCTURE

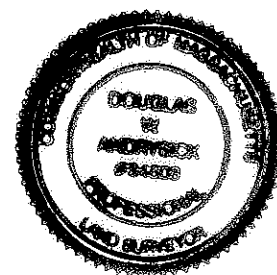


Parcel F
Area = 151.0 +/- Acres

Parcel K
Area = 9.90 Acres

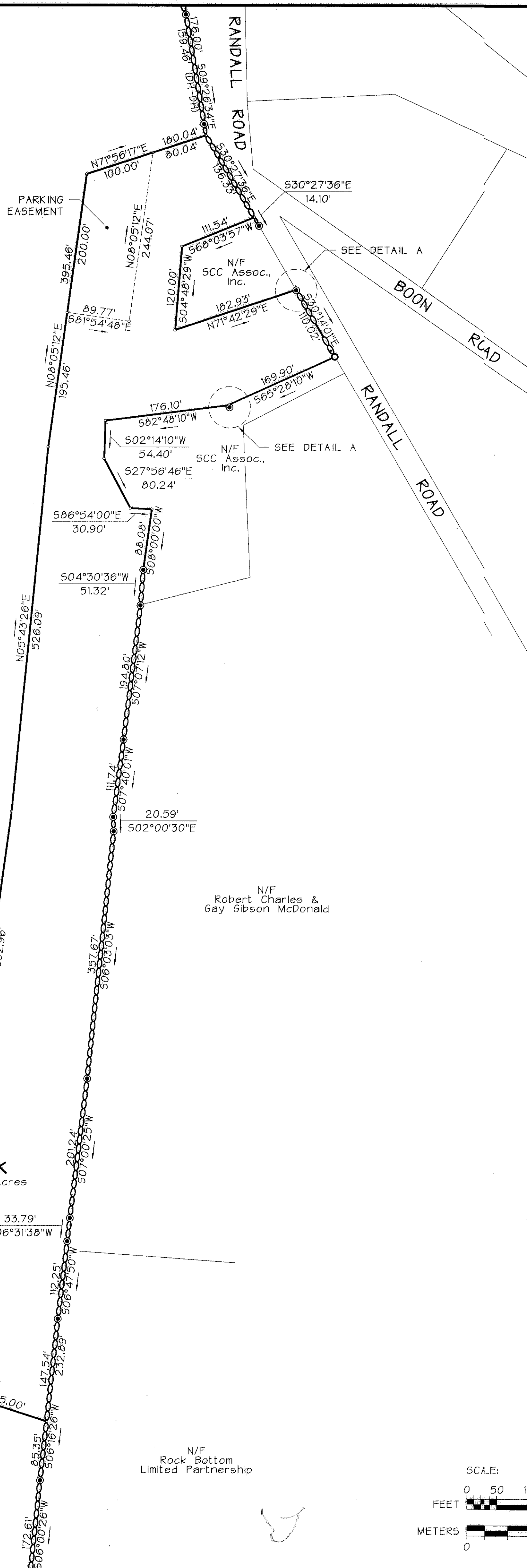
I HEREBY CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

Douglas W. Smith 1/12/02
PROFESSIONAL LAND SURVEYOR DATE



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

Douglas W. Smith 1/12/02
PROFESSIONAL LAND SURVEYOR DATE



PLAN REFERENCES

- PLAN 700 OF 1993
- PLAN ENTITLED "PLAN OF LAND IN STOW, MA" PREPARED FOR SCC ASSOCIATES, INC. DATED JANUARY 3, 2002, AND PREPARED BY ACTON SURVEY & ENGINEERING, INC.

DEED REFERENCE

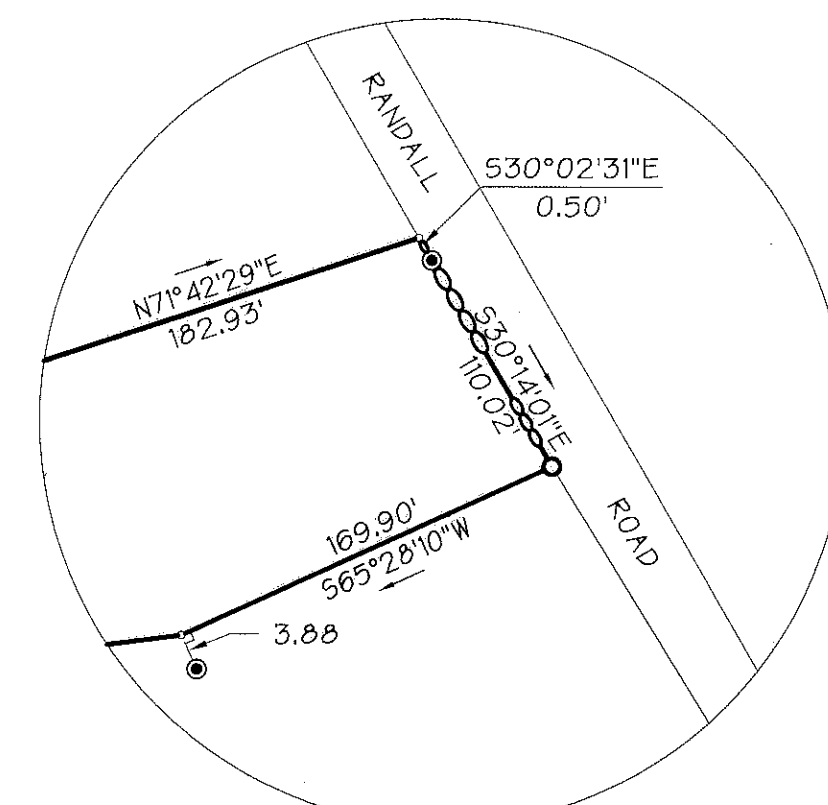
BOOK 17734 PAGE 443

NOTES

- ASSESSORS MAPS R-10 & R-11, PARCELS 11 & 25.
- ZONING: RESIDENTIAL & RECREATION CONSERVATION.
- PARCELS F & K ARE NOT TO BE CONSIDERED BUILDING LOTS.
- ALL STREETS SHOWN ARE PUBLIC.

LEGEND

- FOUND DRILL HOLE (DH).
- FOUND IRON PIPE (IP).
- SB/DH □ FOUND STONE BOUND/DRILL HOLE (SB/DH).
- F5B/DH □ FOUND FIELD STONE BOUND/DRILL HOLE (F5B/DH).
- DENOTES STONE WALL
- BODY OF WATER



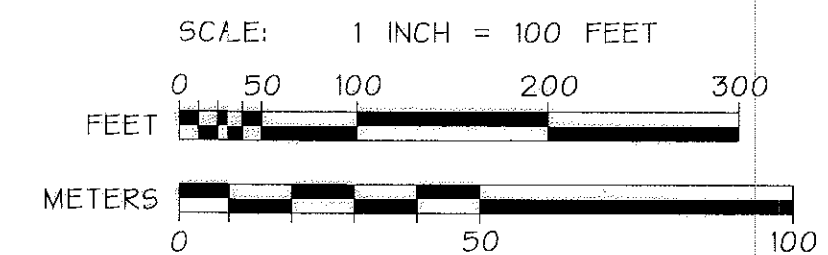
DETAIL A
NOT TO SCALE

PLAN OF LAND IN
STOW, MASSACHUSETTS

PREPARED FOR: SCC ASSOCIATES, INC.
58 RANDALL ROAD, STOW, MASSACHUSETTS 01775

SCALE: 1 INCH = 100 FEET DATE: JANUARY 2002

ACTON SURVEY & ENGINEERING, INC.
97 GREAT ROAD - P.O. BOX 666 - ACTON - MASS.
(978) 263-3666 FAX (978) 635-0218



76 1-4

76-1

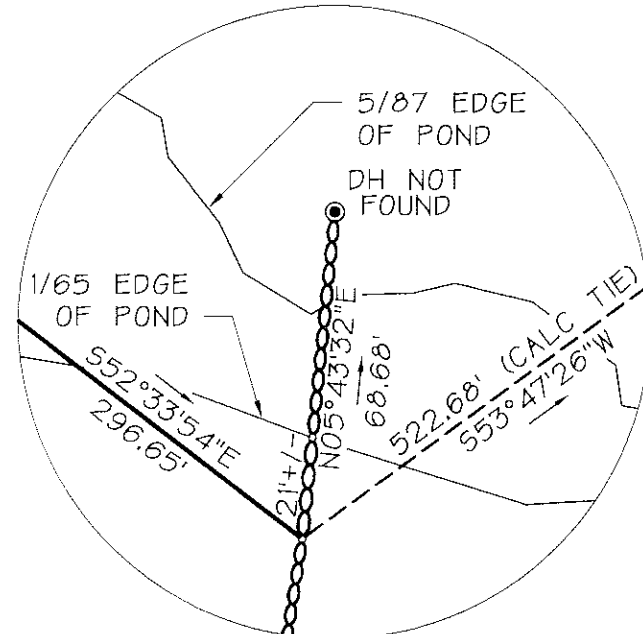
STOW, MASS. 01775

FILE: 166166

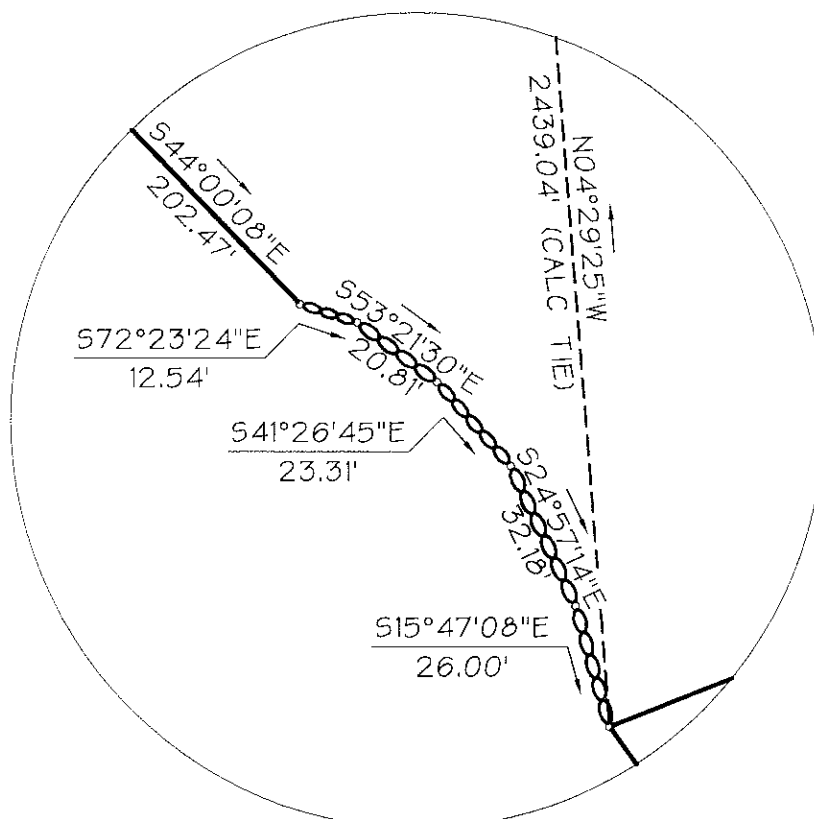
PLT SERVER01\sdskpr01\4464dwg\4464.dwg

PLAN NO 76(2002) OF 02
RECORDED BOOK 3763 PAGE 33A

FOR REGISTRY OF DEEDS USE ONLY



DETAIL A
SCALE: 1" = 40'



DETAIL B
SCALE: 1" = 40'

APPROVAL UNDER THE SUBDIVISION
CONTROL LAW NOT REQUIRED
STOW PLANNING BOARD

Karen Kelleys

January 17, 2002
DATE

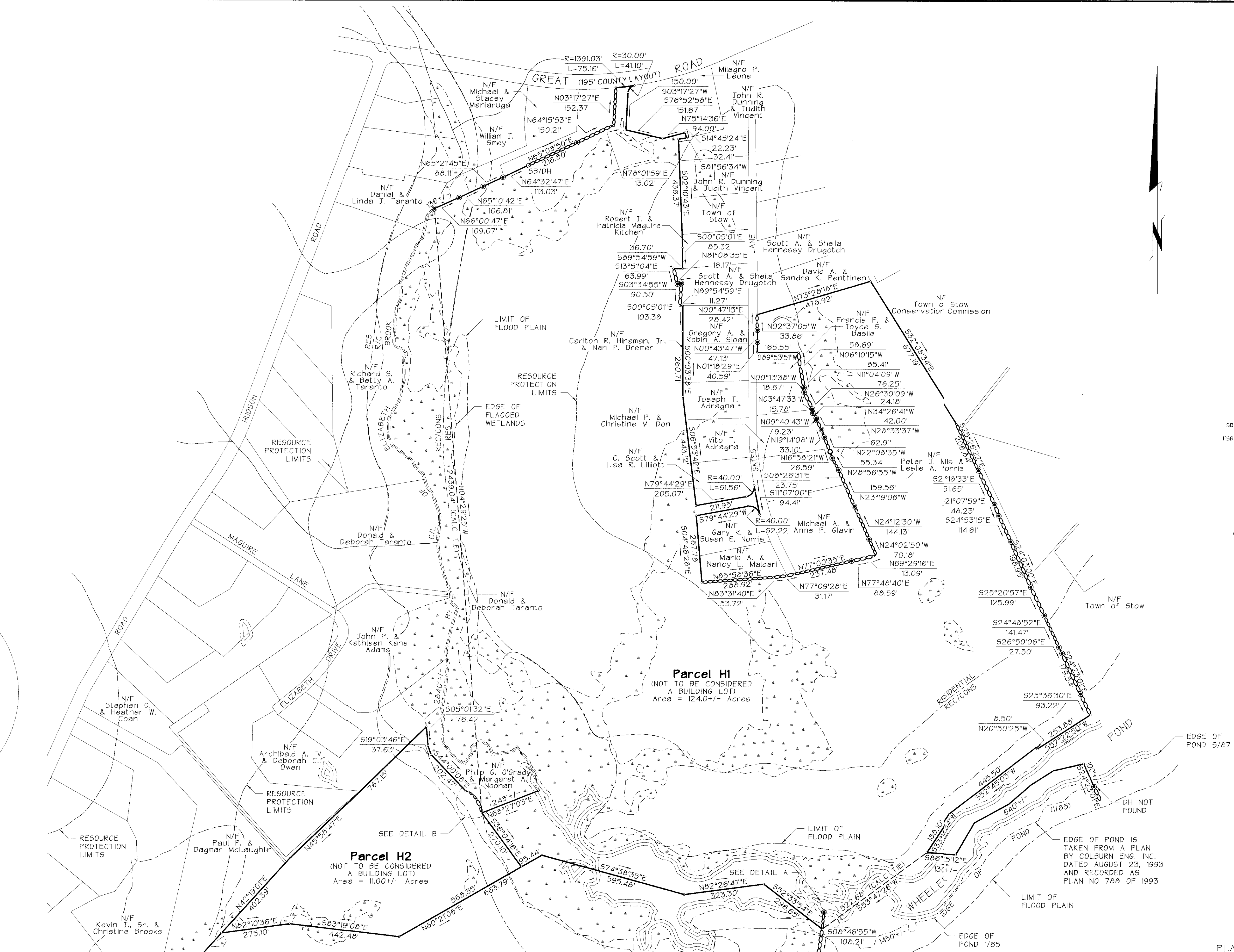
I CERTIFY THAT THIS PLAN HAS BEEN PREPARED
IN CONFORMANCE WITH THE RULES AND REGULATIONS
OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH
OF MASSACHUSETTS.



Douglas W. Anderson 1/17/02
PROFESSIONAL LAND SURVEYOR DATE

76-2-4

76-2



PLAN REFERENCES

- PLAN 700 OF 1993
- PLAN ENTITLED "PLAN OF LAND IN STOW, MA" DATED FEBRUARY 3, 1998, AND PREPARED BY ACTON SURVEY & ENGINEERING, INC.

DEED REFERENCE

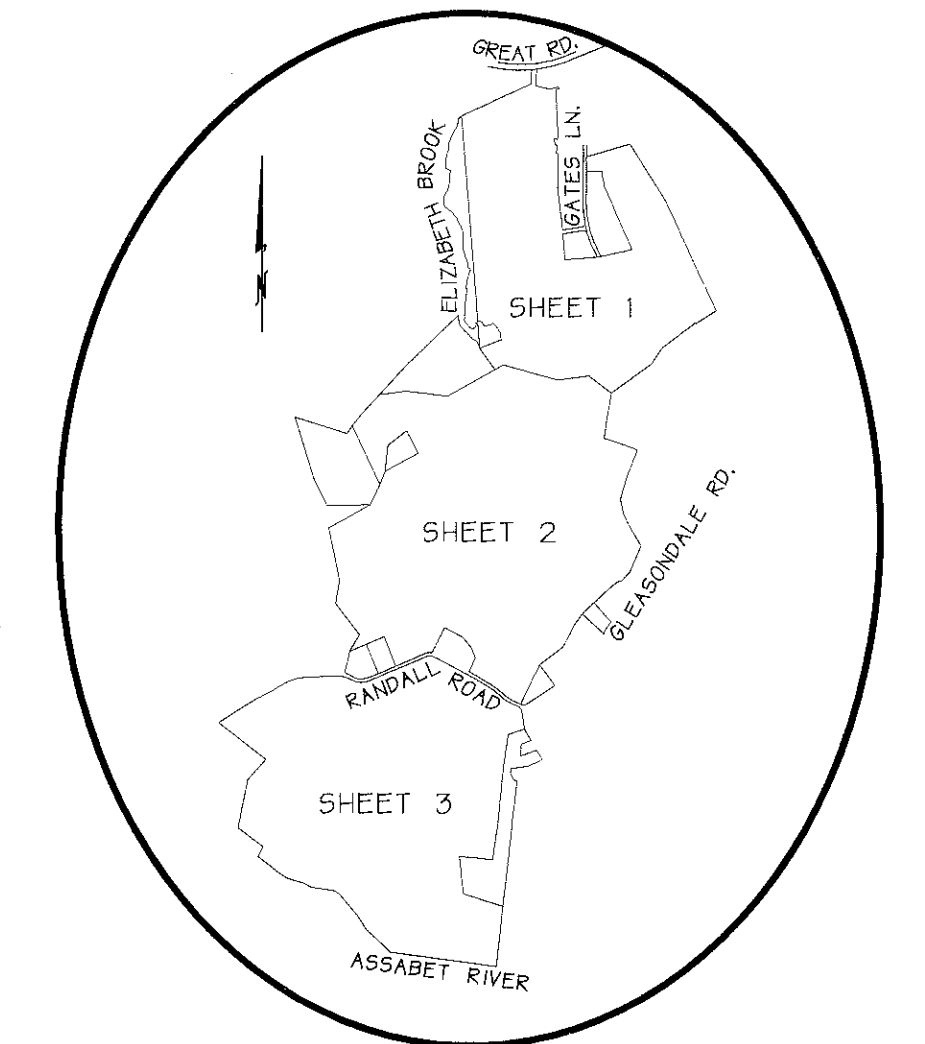
BOOK 17734 PAGE 443

NOTES

1. ASSESSORS MAPS R-10 & R-11, PARCELS II & 25.
2. ZONING: RESIDENTIAL & RECREATION CONSERVATION.
3. THIS PLAN SUPERCEDES ALL PREVIOUS PLANS OF RECORD PERTAINING TO THIS LAND.
4. PARCELS D, E, F, G, H, H2, J, & K ARE NOT TO BE CONSIDERED BUILDING LOTS.
5. A LEVEL 2 SPECIAL PERMIT TO OPERATE A DRIVING RANGE WAS GRANTED BY THE BOARD OF APPEALS AND WAS FILED WITH THE TOWN CLERK ON APRIL 20, 1999. NO OTHER VARIANCE HAS BEEN GRANTED DURING THE PERIOD OF SCC ASSOCIATES, INC. OWNERSHIP.
6. FIELD SURVEY DONE NOVEMBER 1997 AND AUGUST 2001.
7. ALL STREETS ABUTTING THIS LAND ARE PUBLIC, ELIZABETH STREET, ALSO SHOWN ON THIS PLAN, IS PRIVATE.
8. PROPERTY LINE INFORMATION TAKEN FROM A PLAN ENTITLED "PLAN OF LAND IN STOW, MASS." OWNED BY SCC ASSOCIATES, INC., DATED AUGUST 23, 1999 BY COLBURN ENGINEERING, INC. AND RECORDED IN THE MIDDLESEX REGISTRY OF DEEDS AS PLAN NUMBER 700 OF 1993, AND IS NOT THE RESULT OF A COMPLETE PERIMETER SURVEY BY ACTON SURVEY & ENGINEERING, INC.
9. ALL WELLS AND SEPTIC SYSTEMS FOUND WITHIN 150 FEET OF ALL NEWLY CREATED LOTS (LOTS 9, 9, & 10) ARE SHOWN ON PLAN.

LEGEND

- FOUND DRILL HOLE (DH).
- FOUND IRON PIPE (IP).
- SB/DH ○ FOUND STONE BOUND/DRILL HOLE (SB/DH).
- F5B/DH ○ FOUND FIELD STONE BOUND/DRILL HOLE (F5B/DH).
- FOUND IRON PIPE (IP).
- DENOTES STONE WALL
- APPROXIMATE SEPTIC SYSTEM LOCATION
- FOUND WELL
- 150' DIAMETER BUILDING CIRCLE.
- BODY OF WATER



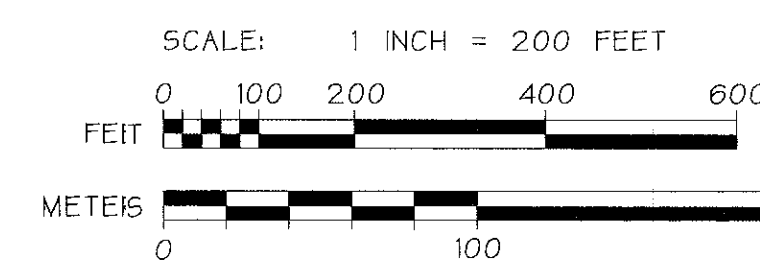
LOCUS AND KEY MAP

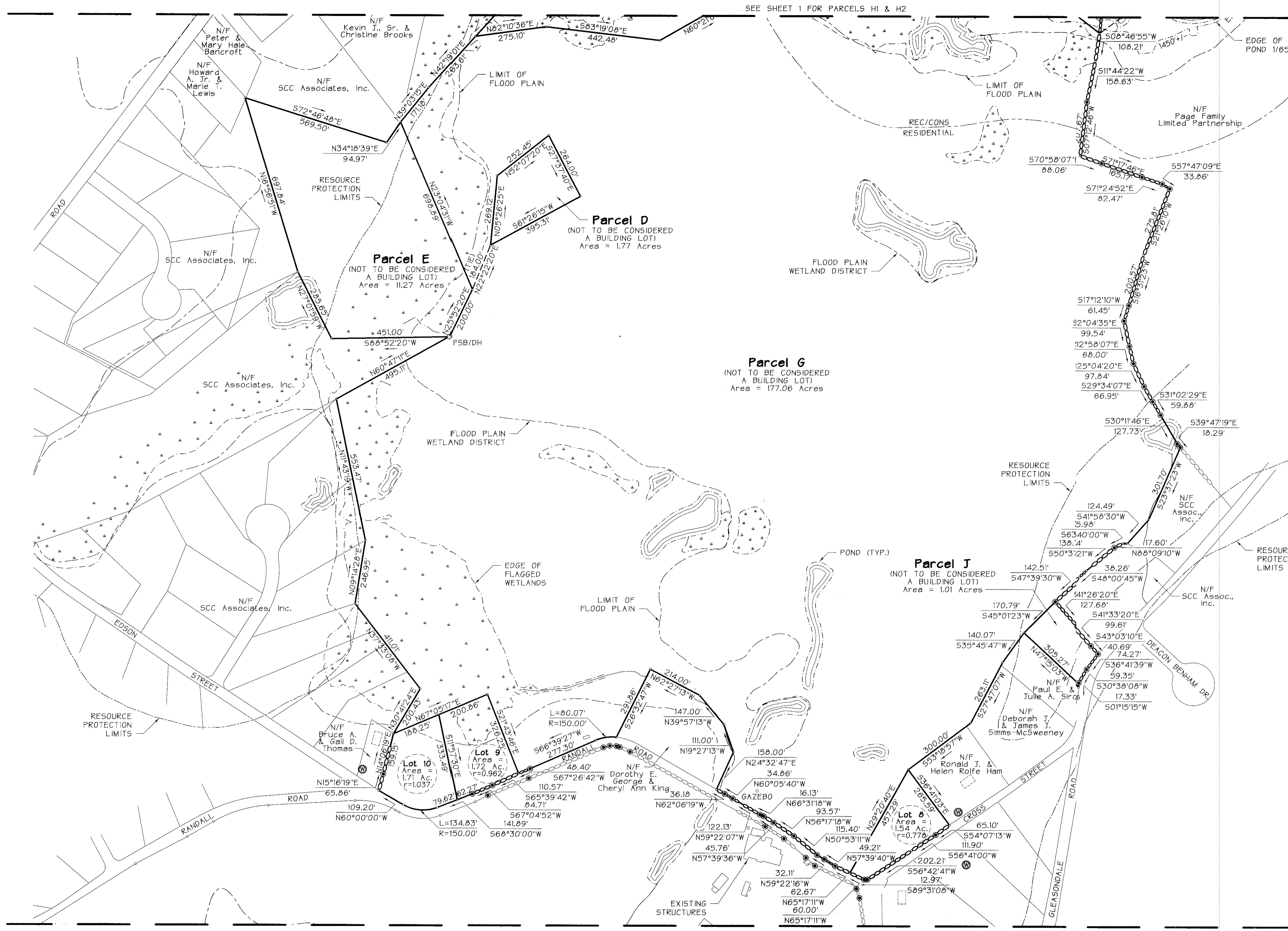
PLAN OF LAND IN
STOW, MASSACHUSETTS

PREPARED FOR: SCC ASSOCIATES, INC.
58 RANDALL ROAD, STOW, MASSACHUSETTS 01775

SCALE: 1 INCH = 200 FEET DATE: JANUARY 2002

ACTON SURVEY & ENGINEERING, INC.
97 GREAT ROAD - P.O. BOX 666 - ACTON - MASS.
(978) 263-3666 FAX (978) 635-0216





SEE SHEET 1 FOR PARCELS H1 & H2

SEE SHEET 3 FOR PARCELS F & K

PLAN REFERENCES

- PLAN 700 OF 1993
- PLAN ENTITLED "PLAN OF LAND IN STOW, MA" DATED FEBRUARY 3, 1998, AND PREPARED BY ACTON SURVEY & ENGINEERING, INC.

DEED REFERENCE

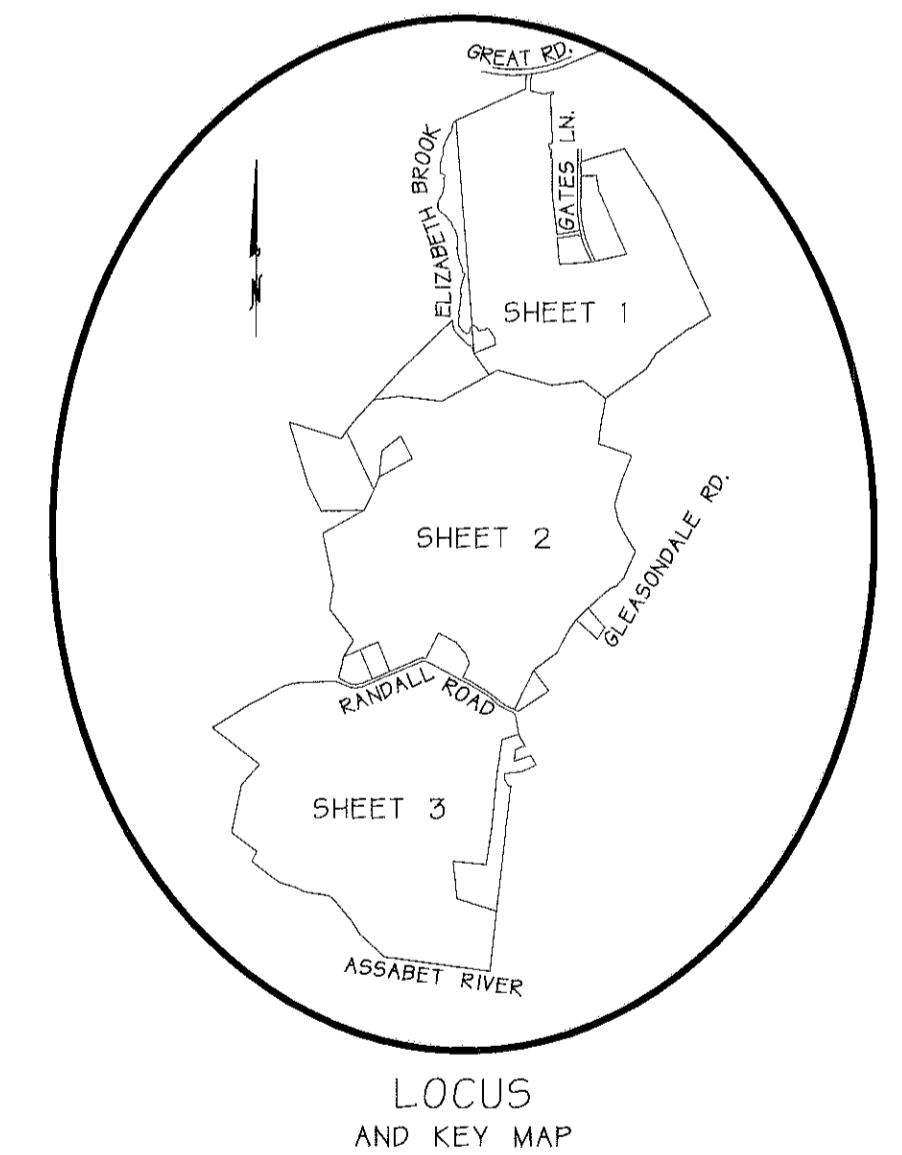
BOOK 17734 PAGE 443

NOTES

- ASSESSORS MAPS R-10 & R-11, PARCELS II & 25.
- ZONING: RESIDENTIAL & RECREATION CONSERVATION.
- THIS PLAN SUPERCEDES ALL PREVIOUS PLANS OF RECORD PERTAINING TO THIS LAND.
- PARCELS D, E, F, G, H1, H2, J, & K ARE NOT TO BE CONSIDERED BUILDING LOTS.
- A LEVEL 2 SPECIAL PERMIT TO OPERATE A DRIVING RANGE WAS GRANTED BY THE BOARD OF APPEALS AND WAS FILED WITH THE TOWN CLERK ON APRIL 28, 1999. NO OTHER VARIANCE HAS BEEN GRANTED DURING THE PERIOD OF SCC ASSOCIATES, INC. OWNERSHIP.
- FIELD SURVEY DONE NOVEMBER 1997 AND AUGUST 2001.
- ALL STREETS ABUTTING THIS LAND ARE PUBLIC. ELIZABETH STREET, ALSO SHOWN ON THIS PLAN, IS PRIVATE.
- PROPERTY LINE INFORMATION TAKEN FROM A PLAN ENTITLED "PLAN OF LAND IN STOW, MASS. OWNED BY SCC ASSOCIATES, INC. DATED AUGUST 23, 1993 BY COLBURN ENGINEERING, INC. AND RECORDED IN THE MIDDLESEX REGISTRY OF DEEDS AS PLAN NUMBER 700 OF 1993, AND IS NOT THE RESULT OF A COMPLETE PERIMETER SURVEY BY ACTON SURVEY & ENGINEERING, INC.
- ALL WELLS AND SEPTIC SYSTEMS FOUND WITHIN 150 FEET OF ALL NEWLY CREATED LOTS (LOTS 8, 9, & 10) ARE SHOWN ON PLAN.

LEGEND

- FOUND DRILL HOLE (DH).
- FOUND IRON PIPE (IP).
- FOUND STONE BOUND/DRILL HOLE (SB/DH).
- FOUND FIELD STONE BOUND/DRILL HOLE (FSB/DH).
- FOUND IRON PIPE (IP).
- DENOTES STONE WALL.
- APPROXIMATE SEPTIC SYSTEM LOCATION.
- FOUND WELL.
- 150' DIAMETER BUILDING CIRCLE.
- BODY OF WATER.



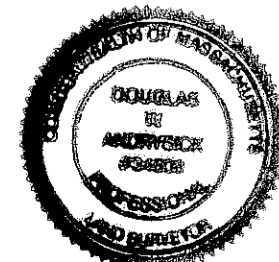
FOR REGISTRY OF DEEDS USE ONLY

APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED
STOW PLANNING BOARD

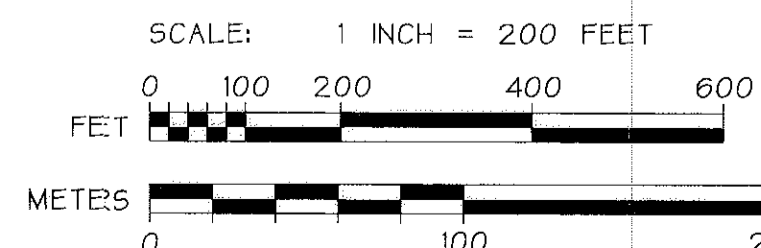
Karen Belcher

DATE *January 17, 2002*

I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.



Douglas W. Andreyev 1/17/02
PROFESSIONAL LAND SURVEYOR DATE



PLAN OF LAND IN STOW, MASSACHUSETTS

PREPARED FOR: SCC ASSOCIATES, INC.
58 RANDALL ROAD, STOW, MASSACHUSETTS 01775

SCALE: 1 INCH = 200 FEET DATE: JANUARY 2002

ACTON SURVEY & ENGINEERING, INC.
97 GREAT ROAD = P.O. BOX 666 = ACTON = MASS.
(978) 263-3666 FAX (978) 635-0218

SHEET 2 OF 3

PLAN NO. 76-3-4 OF 02
RECORDED BOOK 37653 PAGE 235

76-3-4

76-3

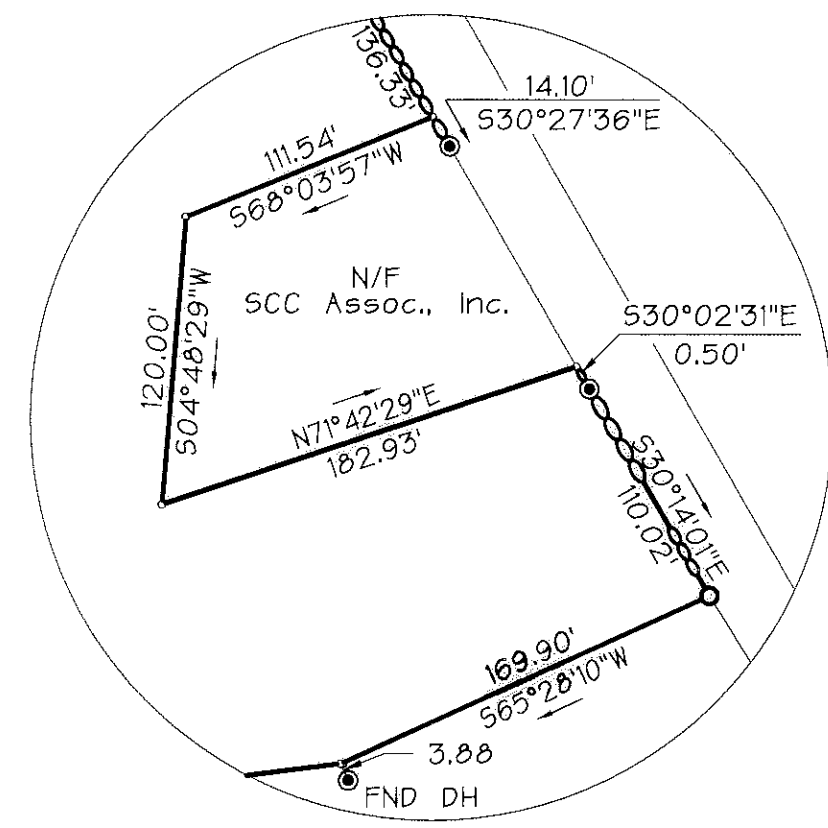
SEE SHEET 2 FOR PARCELS D, E, G, & J AND LOTS 8, 9, & 10

PLAN REFERENCES
- PLAN 768 OF 1993
- PLAN ENTITLED "PLAN OF LAND IN STOW, MA" DATED FEBRUARY 3, 1998, AND PREPARED BY ACTON SURVEY & ENGINEERING, INC.

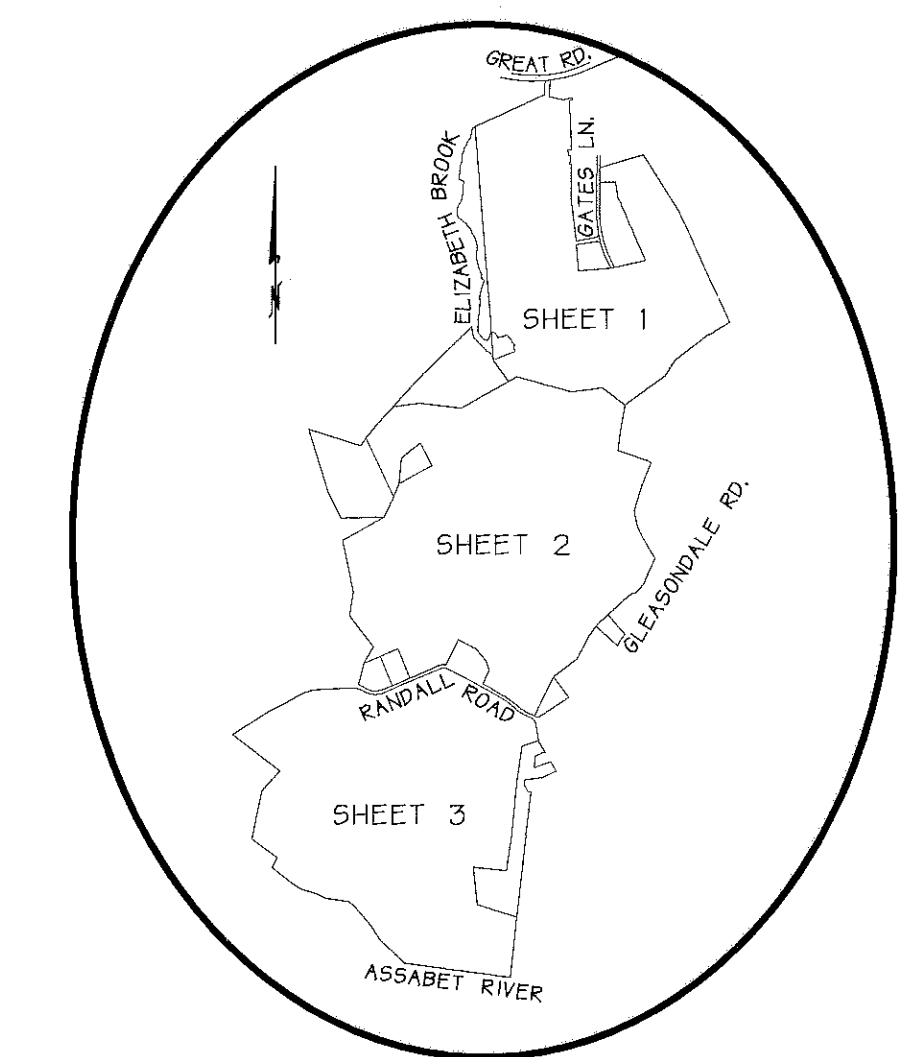
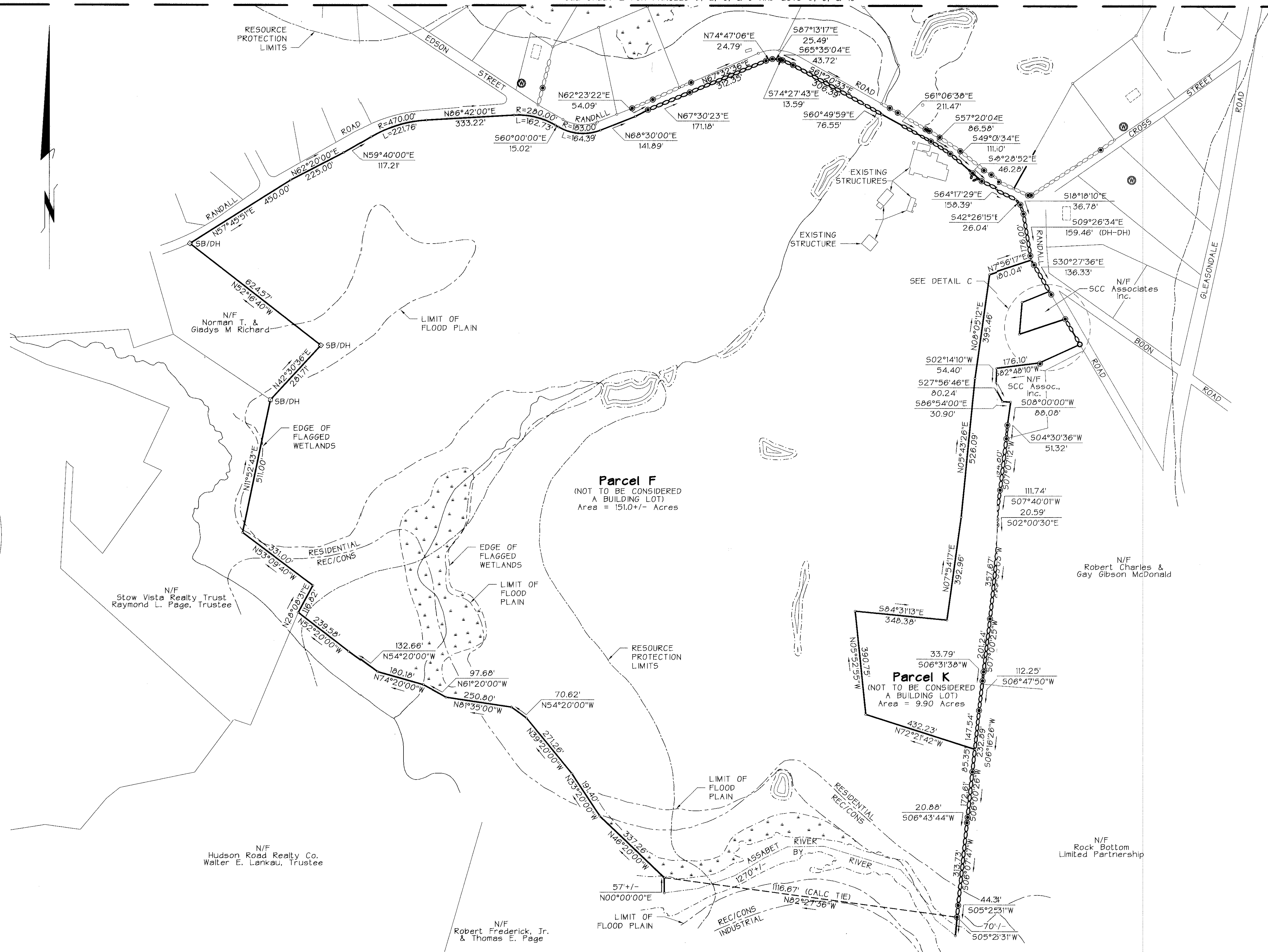
DEED REFERENCE
BOOK 17734 PAGE 443

- NOTES
- ASSESSORS MAPS R-10 & R-11, PARCELS 11 & 25.
 - ZONING: RESIDENTIAL & RECREATION CONSERVATION.
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 - ALL WELLS AND SEPTIC SYSTEMS FOUND WITHIN 150 FEET OF ALL NEWLY CREATED LOTS (LOTS 8, 9, & 10) ARE SHOWN ON PLAN.

- LEGEND
- FOUND DRILL HOLE (DH).
 - FOUND IRON PIPE (IP).
 - SB/DH FOUND STONE BOUND/DRILL HOLE (SB/DH).
 - FSDH FOUND FIELD STONE BOUND/DRILL HOLE (FSDH).
 - FOUND IRON PIPE (IP).
 - DENOTES STONE WALL.
 - APPROXIMATE SEPTIC SYSTEM LOCATION.
 - ⊙ FOUND WELL.
 - 150' DIAMETER BUILDING CIRCLE.
 - ☾ BODY OF WATER.



DETAIL C
NOT TO SCALE



LOCUS
AND KEY MAP

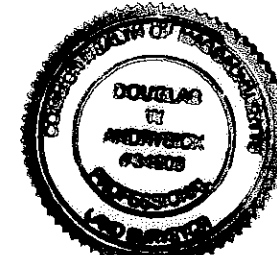
FOR REGISTRY OF DEEDS USE ONLY

APPROVAL UNDER THE SUBDIVISION
CONTROL LAW NOT REQUIRED
STOW PLANNING BOARD

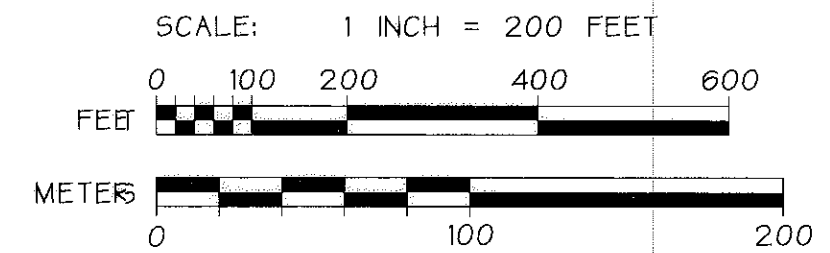
Karen Kelleher

January 17, 2002

I CERTIFY THAT THIS PLAN HAS BEEN PREPARED
IN CONFORMANCE WITH THE RULES AND REGULATIONS
OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH
OF MASSACHUSETTS.



Douglas W. Anderson 1/17/02
PROFESSIONAL LAND SURVEYOR DATE



PLAN OF LAND IN
STOW, MASSACHUSETTS

PREPARED FOR: SCC ASSOCIATES, INC.
58 RANDALL ROAD, STOW, MASSACHUSETTS 01775

SCALE: 1 INCH = 200 FEET DATE: JANUARY 2002

ACTON SURVEY & ENGINEERING, INC.
97 GREAT ROAD - P.O. BOX 666 - ACTON - MASS.
(978) 263-3666 FAX (978) 635-0218

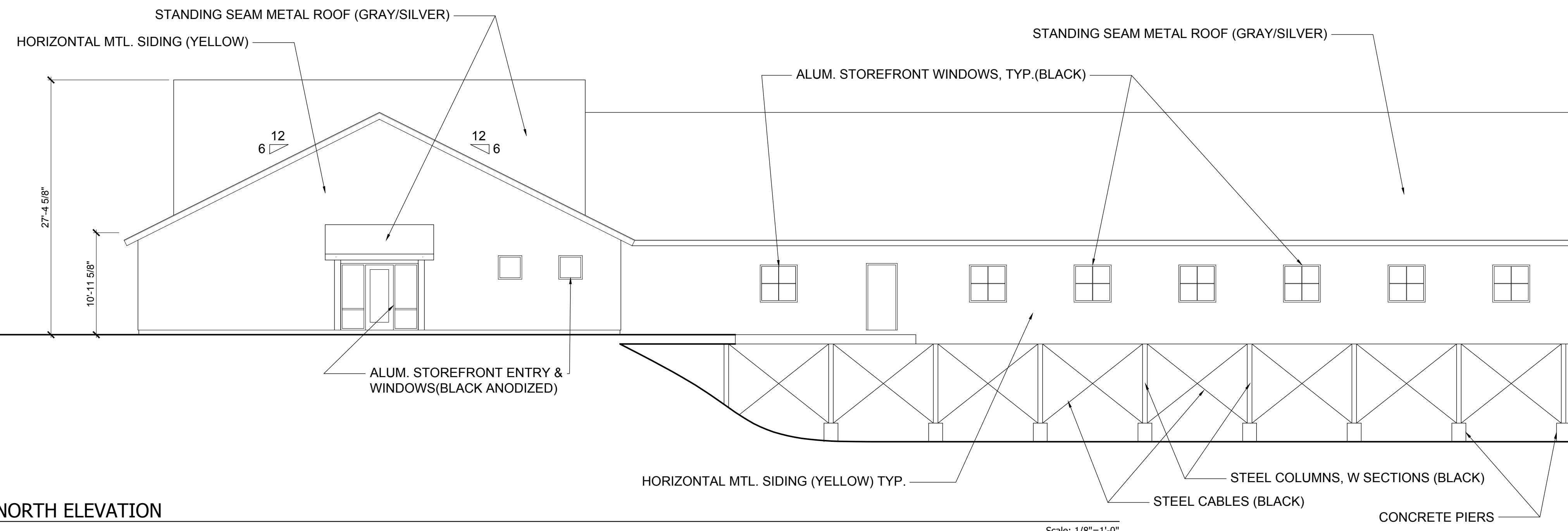
76-4-4

76-4

6(a). Architectural Plans

STIPULATION FOR REUSE

THIS DRAWING WAS PREPARED FOR USE ON A SPECIFIC SITE AT GEORGETOWN, MA CONTEMPORANEOUSLY WITH ITS ISSUE DATE ON XXXXX, AND IT IS NOT SUITABLE FOR USE ON A DIFFERENT PROJECT SITE OR AT A LATER TIME. USE OF THIS DRAWING FOR ANY OTHER PROJECT OR EXAMPLE ON ANOTHER PROJECT REQUIRES THE SERVICES OF PROPERLY LICENSED ARCHITECTS AND ENGINEERS. REPRODUCTION OF THIS DRAWING FOR REUSE ON ANOTHER PROJECT IS NOT AUTHORIZED AND MAY BE CONTRARY TO THE LAW.



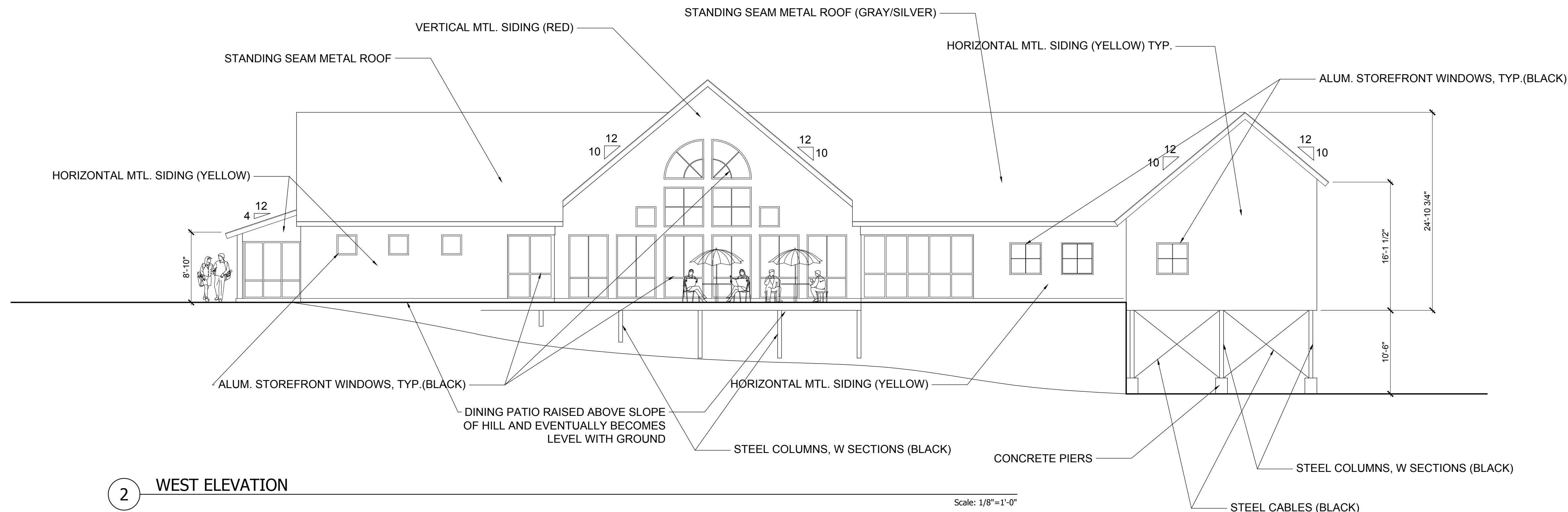
1 NORTH ELEVATION

Scale: 1/8"=1'-0"



2 EAST ELEVATION

Scale: 1/8"=1'-0"



2 WEST ELEVATION

Scale: 1/8"=1'-0"

Stow Acres Snack Bar & Range
58 Randall Rd.
Stow, MA
JOB NUMBER: 00000

ISSUE BLOCK

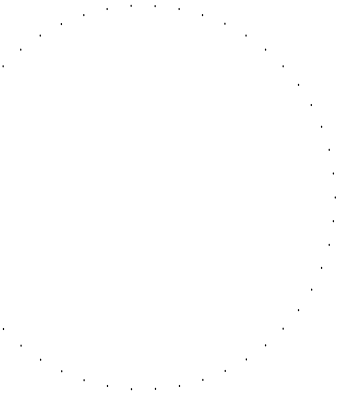
NO.	DATE	DESCRIPTION
1	6/19/23	SCH DES

CHECKED BY:

DRAWN BY:

FILE NAME:

DOCUMENT DATE: 6/19/23



VER. E 2
SCHEMATIC
ELEVATIONS

SHEET:
A2.0

STIPULATION FOR REUSE

THIS DRAWING WAS PREPARED FOR USE ON A SPECIFIC SITE AT GEORGETOWN, MA CONTEMPORANEOUSLY WITH ITS ISSUE DATE ON XXXXX, AND IT IS NOT SUITABLE FOR USE ON A DIFFERENT PROJECT SITE OR AT A LATER TIME. USE OF THIS DRAWING FOR REFERENCE OR EXAMPLE ON ANOTHER PROJECT REQUIRES THE SERVICES OF PROPERLY LICENSED ARCHITECTS AND ENGINEERS. REPRODUCTION OF THIS DRAWING FOR REUSE ON ANOTHER PROJECT IS NOT AUTHORIZED AND MAY BE CONTRARY TO THE LAW.

Stow Acres Snack Bar & Range
58 Randall Rd.
Stow, MA

JOB NUMBER: 00000

ISSUE BLOCK

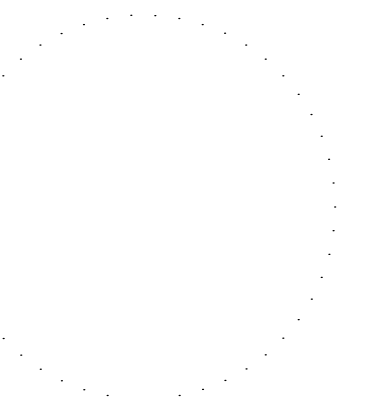
	6/19/23	SCH DES
▲		

CHECKED BY:

DRAWN BY:

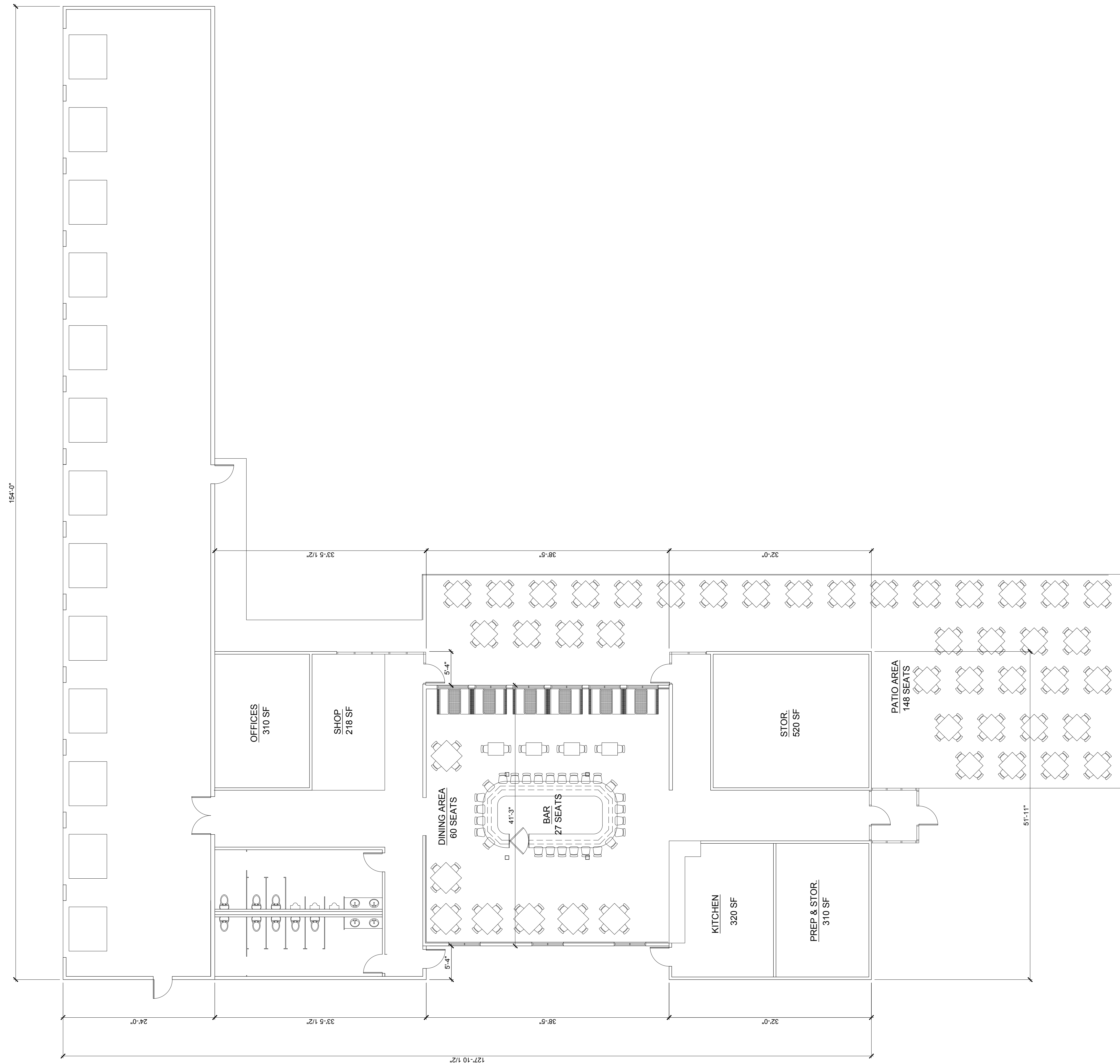
FILE NAME:

DOCUMENT DATE: 6/19/23



SCHEMATIC FLOOR PLAN

SHEET: SC-E2



1 SCHEMATIC FLOOR PLAN C

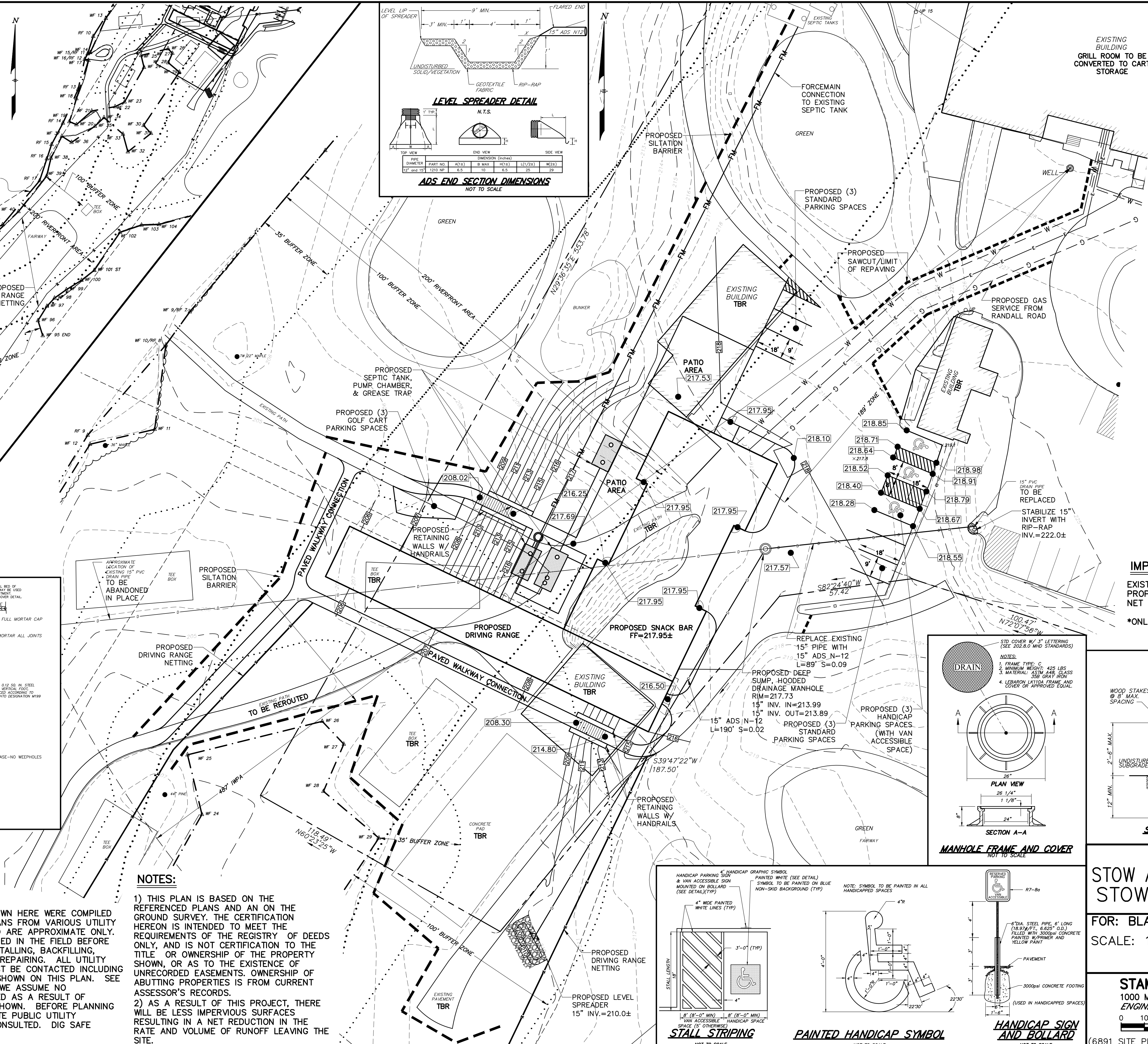
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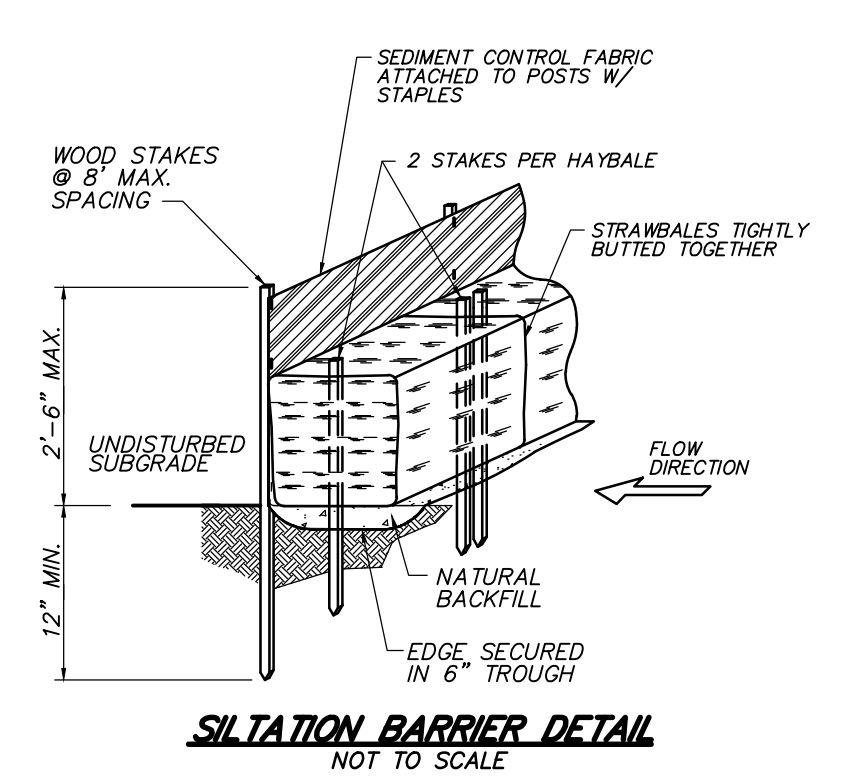
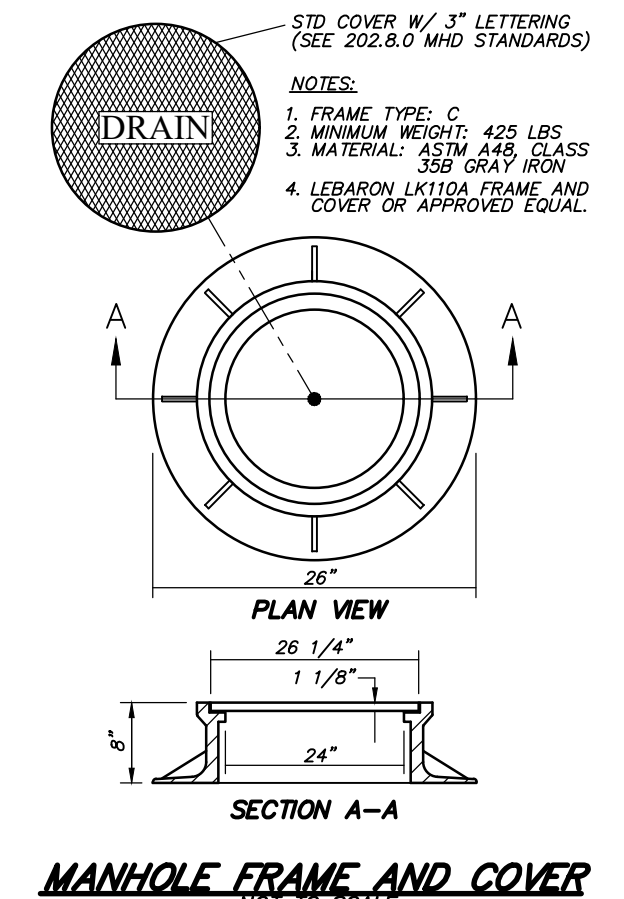
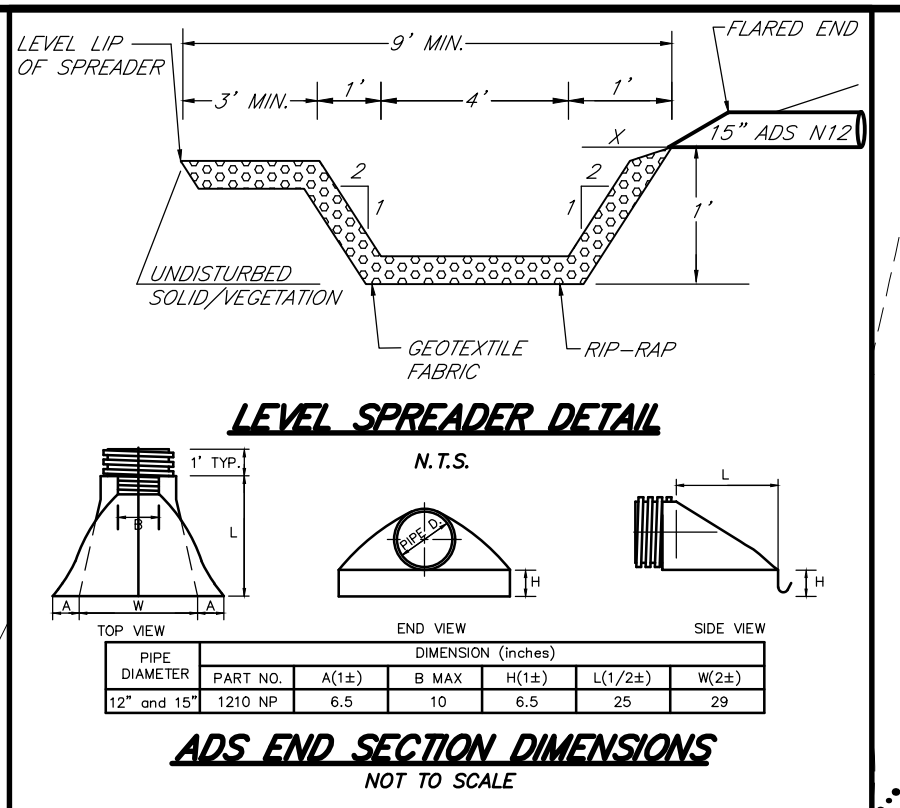
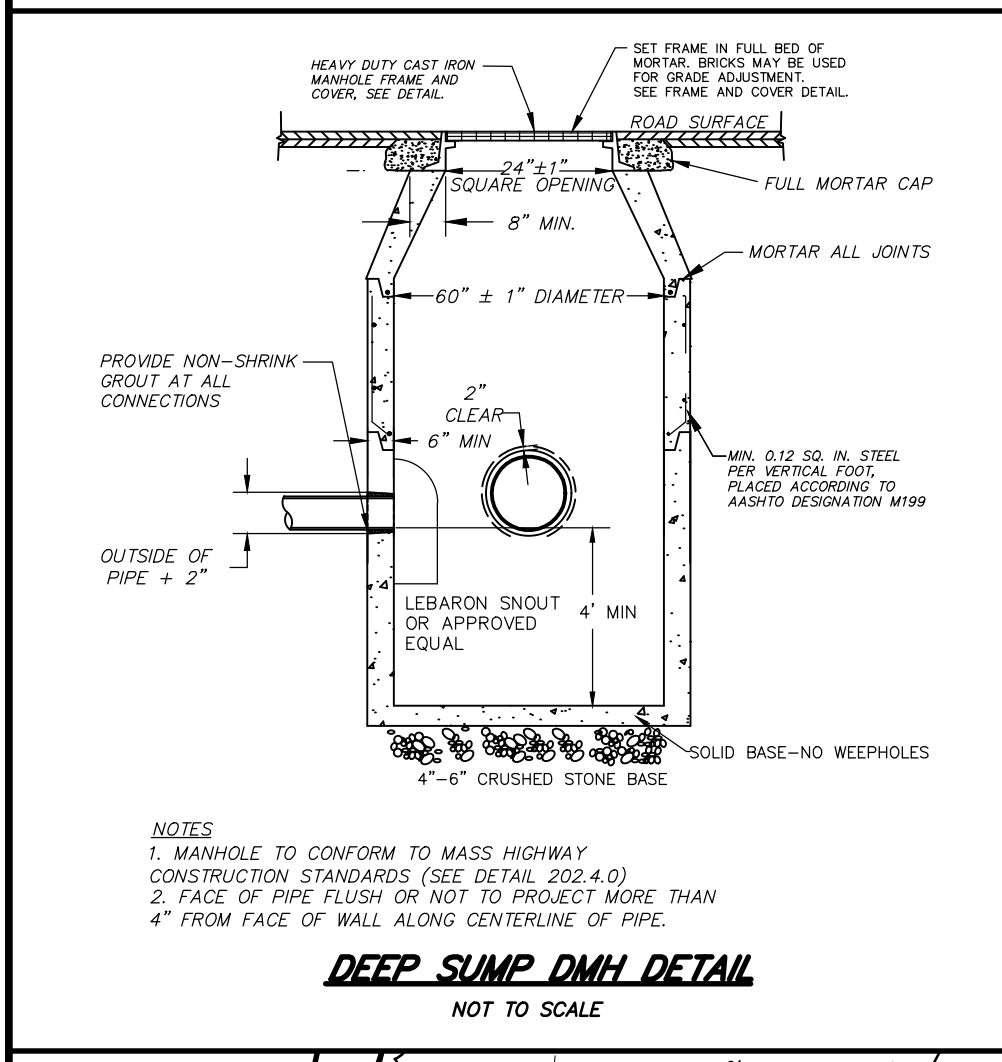
6(b). Site Plan

LEGEND:

- N/F NOW OR FORMERLY OVERHEAD WIRES
- TREE
- UP TREE LINE
- UTILITY POLE
- GG+ GAS GATE
- G GAS SERVICE (BURIED)
- WG+ WATER GATE
- W WATER SERVICE (BURIED)
- DMH DRAIN MANHOLE
- D SUB-SURFACE DRAIN LINE
- 99- EXISTING CONTOUR
- 95- EXISTING CONTOUR
- ☆ LIGHTPOLE
- △ WETLAND FLAG
- 99X9 SPOT ELEVATION
- STONE WALL
- EDGE OF PAVEMENT

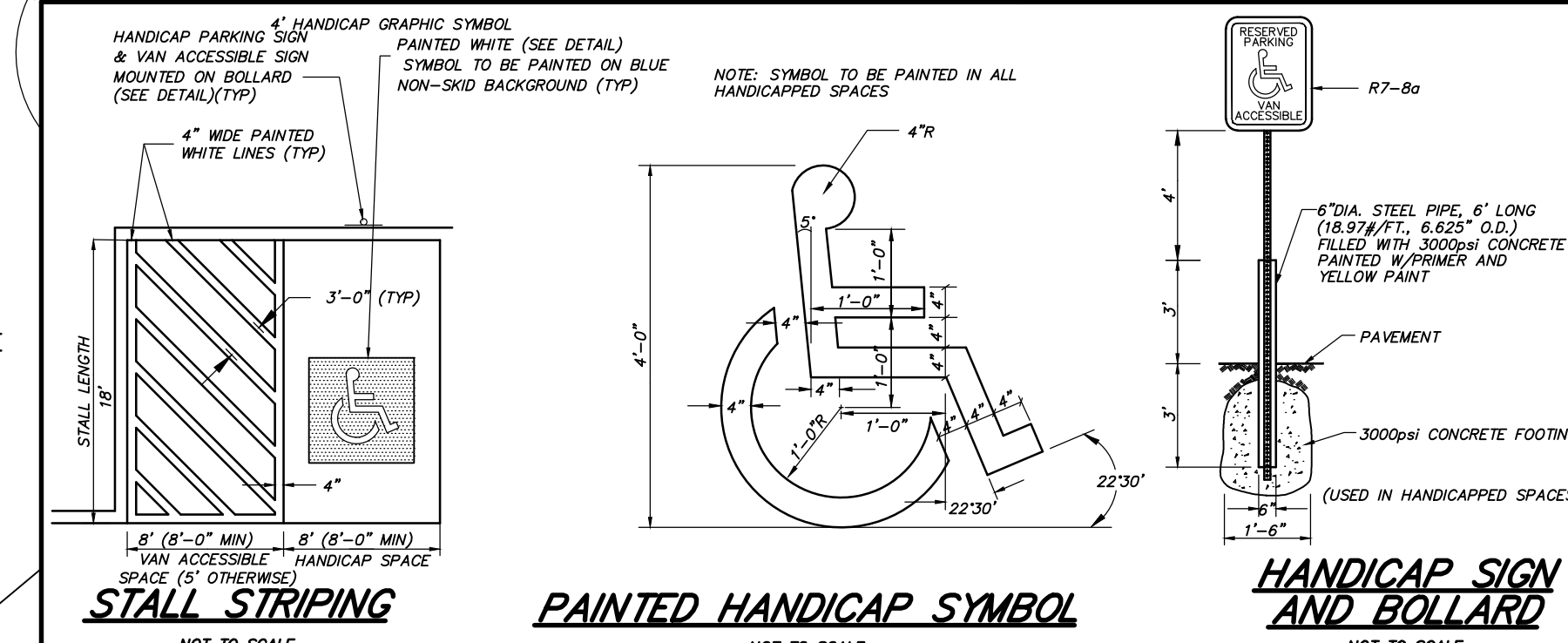


DRIVING RANGE NET EXTENTS
SCALE: 1"=100'



UTILITY NOTE:
ALL UNDERGROUND UTILITIES SHOWN HERE WERE COMPILED ACCORDING TO AVAILABLE RECORD PLANS FROM VARIOUS UTILITY COMPANIES AND PUBLIC AGENCIES AND ARE APPROXIMATE ONLY. ACTUAL LOCATIONS MUST BE DETERMINED IN THE FIELD BEFORE DESIGNING, EXCAVATING, BLASTING, INSTALLING, BACKFILLING, GRADING, PAVEMENT RESTORATION OR REPAIRING. ALL UTILITY COMPANIES, PUBLIC AND PRIVATE, MUST BE CONTACTED INCLUDING THOSE IN CONTROL OF UTILITIES NOT SHOWN ON THIS PLAN. SEE CHAPTER 370, ACTS OF 1963 MASS. WE ASSUME NO RESPONSIBILITY FOR DAMAGES INCURRED AS A RESULT OF UTILITIES OMITTED OR INACCURATELY SHOWN. BEFORE PLANNING FUTURE CONNECTIONS THE APPROPRIATE PUBLIC UTILITY ENGINEERING DEPARTMENT MUST BE CONSULTED. DIG SAFE TELEPHONE No. 1-888-344-7233.

NOTES:
1) THIS PLAN IS BASED ON THE REFERENCED PLANS AND AN ON THE GROUND SURVEY. THE CERTIFICATION HEREON IS INTENDED TO MEET THE REQUIREMENTS OF THE REGISTRY OF DEEDS ONLY, AND IS NOT CERTIFICATION TO THE TITLE OR OWNERSHIP OF THE PROPERTY SHOWN, OR AS TO THE EXISTENCE OF UNRECORDED EASEMENTS. OWNERSHIP OF ADJUTING PROPERTIES IS FROM CURRENT ASSESSOR'S RECORDS.
2) AS A RESULT OF THIS PROJECT, THERE WILL BE LESS IMPERVIOUS SURFACES RESULTING IN A NET REDUCTION IN THE RATE AND VOLUME OF RUNOFF LEAVING THE SITE.



STOW PLANNING BOARD

DATE: _____

RECORD OWNER

STOW HOLDINGS LLC
258 ANDOVER STREET
GEORGETOWN, MA

REFERENCE

MIDDLESEX REGISTRY OF DEEDS
SOUTH DISTRICT
DEED BOOK 67309 PAGE 266
PLAN No. 76 OF 2002

STOW TOWN MAPS
MAP R11 PARCEL 37A

ZONING DISTRICT

RESIDENTIAL
RECREATION/CONSERVATION
(SEE TOWN MAPS FOR ZONE LINE LOCATION)

DATUM

N.A.V.D OF 1988.

IMPERVIOUS SURFACES (BUILDING OR PAVEMENT)*

EXISTING: 31,763 SF
PROPOSED: 28,842 SF
NET REDUCTION: 2,921 SF

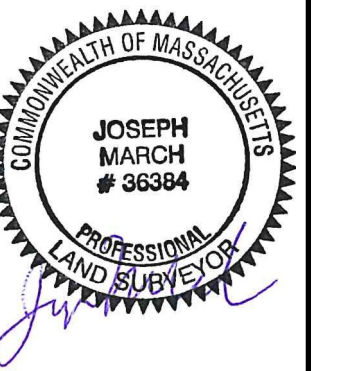
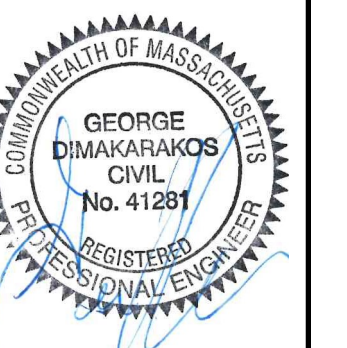
*ONLY INCLUDES AREAS AROUND PROPOSED WORK

SITE PLAN
STOW ACRES COUNTRY CLUB
STOW, MASSACHUSETTS

FOR: BLACK SWAN MANAGEMENT, LLC
SCALE: 1"=20' NOVEMBER 8, 2023
REVISED: DECEMBER 7, 2023

STAMSKI AND McNARY, INC.
1000 MAIN STREET ACTON, MASSACHUSETTS
ENGINEERING - PLANNING - SURVEYING

0 10 20 40 60 80 FT
(6891 SITE PLAN 8.dwg) SM-6891



7. Development Impact Statment

SPECIAL PERMIT DEVELOPMENT IMPACT STATEMENT

Please complete the following check list for your Application for Special Permit indicating with a check mark the information included. **If an item is not applicable to your Application, write “N/A” in the blank.** If any applicable items are missing attach additional sheets explaining the omission. Note that this list is not a complete description of the requirements for a complete Application; it is each Applicant’s responsibility to prepare a complete Application according to the “Rules and Regulations for Special Permits” as adopted by the Zoning Board of Appeals and available from the Zoning Board of Appeals secretary. An Application lacking any required information in the appropriate format may not be accepted or may be cause for denial of said Application.

<input checked="" type="checkbox"/>	Description of proposed or possible uses
<input type="checkbox"/>	Building coverage, total coverage, and open space areas N/A
<input type="checkbox"/>	Drainage calculations N/A
<input checked="" type="checkbox"/>	Earth removal calculations (Article 17 of the General Bylaw)
<input type="checkbox"/>	Traffic study (8 copies) N/A
<input checked="" type="checkbox"/>	List variances and Special Permits previously issued by the Zoning Board of Appeals and any needed for this proposal
<input checked="" type="checkbox"/>	Locus Plan
SITE COMPOSITE PLAN	
<input checked="" type="checkbox"/>	Design certifications
<input checked="" type="checkbox"/>	Legends
General site characteristics	
<input checked="" type="checkbox"/>	Existing and proposed buildings and structures
<input checked="" type="checkbox"/>	Driveway entrances for abutting properties and those across a public way with dimensions
<input checked="" type="checkbox"/>	All existing, proposed, or abandoned underground tanks/structures, wells, and septic systems
<input checked="" type="checkbox"/>	Zoning, Flood Plain, and Groundwater Protection District boundaries if applicable Yards/setbacks dimensioned

	Natural site characteristics
<input checked="" type="checkbox"/>	Waterways
<input type="checkbox"/>	Wetland boundaries and buffers
<input checked="" type="checkbox"/>	Existing and proposed contours
<input type="checkbox"/>	Open space with square footage calculations N/A
	Site Improvements
<input checked="" type="checkbox"/>	Dimensions of traffic lanes
<input checked="" type="checkbox"/>	Label all paved surfaces and note materials
<input checked="" type="checkbox"/>	Parking spaces and parking lot landscaping with dimensions
<input checked="" type="checkbox"/>	Building areas for each floor
<input type="checkbox"/>	Exterior lighting
<input type="checkbox"/>	Existing and proposed signage N/A
	Site Utilities
<input checked="" type="checkbox"/>	Stormwater Drainage Facilities shown and dimensioned
<input checked="" type="checkbox"/>	Underground storage containers with capacities and contents
<input checked="" type="checkbox"/>	Water services
<input type="checkbox"/>	Fire hydrants on or off site N/A
<input checked="" type="checkbox"/>	Underground utilities
<input type="checkbox"/>	Fire alarm master box N/A
<input type="checkbox"/>	Sprinkler feed line N/A
<input type="checkbox"/>	Solid waste disposal facilities N/A
<input checked="" type="checkbox"/>	Sewage disposal system
<input checked="" type="checkbox"/>	Erosion and sedimentation controls
<input checked="" type="checkbox"/>	Names of abutting property owners
<input checked="" type="checkbox"/>	Parking calculations

CONSTRUCTION DETAIL PLAN	
<input checked="" type="checkbox"/>	Detail of structures
<input type="checkbox"/>	Landscaping details N/A
<input checked="" type="checkbox"/>	Parking details in compliance with the Stow Zoning Bylaw
<input type="checkbox"/>	Tabulations of building coverage and open space N/A
<input type="checkbox"/>	Details of outdoor lighting
LANDSCAPE PLAN N/A	
<input type="checkbox"/>	Certifications
<input type="checkbox"/>	Legend
<input type="checkbox"/>	Number, type, & size of trees and shrubs
<input type="checkbox"/>	Landscape buffers
<input type="checkbox"/>	Land contours
<input type="checkbox"/>	Site features
<input type="checkbox"/>	Limits of work
<input type="checkbox"/>	Perimeter of trees
<input type="checkbox"/>	Outdoor lighting structures
BUILDING ELEVATION PLAN	
<input checked="" type="checkbox"/>	Certifications
<input checked="" type="checkbox"/>	Scale
<input checked="" type="checkbox"/>	Front, rear, & side elevations with maximum height
FLOOR PLAN	
<input checked="" type="checkbox"/>	Certifications
<input checked="" type="checkbox"/>	Scale
<input checked="" type="checkbox"/>	Floor Area(s)

DEVELOPMENT IMPACT STATEMENT

Appendix 2 Checklist

Description of proposed or possible uses

The purpose of this project is to construct a snack bar and driving range building on the property, including the netting necessary for the driving range. Three buildings around the proposed building are proposed to be removed, as well as areas of pavement and concrete pads. The building is proposed south of the existing clubhouse. The building is proposed partially on an existing paved area where golf carts are stored. The existing grill room in the clubhouse is going to be converted to a golf cart storage area, freeing up capacity in the existing septic system for the new snack bar. Portions of extraneous pavement around the proposed building are also proposed to be removed, resulting in a net reduction in impervious surfaces on the property. This proposed driving range is intended to replace the existing driving range on the north side of Randall Road, which is proposed to be converted to a more natural state for wildlife habitat.

Building Coverage, total coverage, and open space areas

The building is proposed partially within existing impervious areas (golf cart storage pavement), and there will be a net reduction of impervious surfaces and increase in open space areas on the site with the removal of the 3 outbuildings, extraneous pavement, and concrete pads for cart storage around the proposed building. No vegetation is proposed to be removed as all work is in previously disturbed areas, including the netting for the driving range which follows the edge of the existing manicured fairway.

Drainage calculations

The project will result in less impervious areas on site, reducing the rate and volume of runoff. Additionally, there is an existing pipe that takes water from the upper parking lot directly to the river, that conflicts with the proposed building. This pipe is proposed to be redirected to a drainage manhole that will then send the runoff to a level spreader. This will provide treatment to the stormwater and takes away the direct connection from impervious runoff to the river since the level spreader is in upland.

Earth removal calculations

Attached are the cut/fill calculations showing a net fill of 469 cubic yards of fill, required largely for the outdoor patio behind the proposed snack bar.

Traffic Study

There will be no change in anticipated traffic generation because of this project since a driving range and place to eat has existed historically on the site, just the locations are now changing.

Variances and Special Permits previously issued by the Zoning Board of Appeals and any needed

1996: A Special Permit was granted to allow the enclosure of an existing porch to provide additional floor area for the pro-shop and lounge.

2023: A Special Permit was granted to build a maintenance building on the eastern side of the southern course in the parking lot.

Cut/Fill Report

Generated: 2023-12-07 08:00:49
By user: Danny.Carr
Drawing: Z:\6800-6899\6891\CAD DRAWINGS\Z:\6800-6899\6891\CAD DRAWINGS\6891 SITE PLAN 8 cut fill.dwg

Volume Summary							
Name	Type	Cut Factor	Fill Factor	2d Area (Sq. Ft.)	Cut (Cu. Yd.)	Fill (Cu. Yd.)	Net (Cu. Yd.)
Surface2	full	1.000	1.000	33470.99	392.91	1761.60	1368.69<Fill>

Totals					
		2d Area (Sq. Ft.)	Cut (Cu. Yd.)	Fill (Cu. Yd.)	Net (Cu. Yd.)
Total		33470.99	392.91	1761.60	1368.69<Fill>

* Value adjusted by cut or fill factor other than 1.0

SM-6891	STOW ACRES COUNTRY CLUB				
			6-Dec-23		
CUT/FILL CALCULATIONS					
CUT FOR DWELLINGS:					
	AVERAGE GRADE, 4 CORNERS	BOTTOM OF EXCAVATION	BUILDING FOOTPRINT, SF	CUT, FT^3	CUT, YD^3
PROP BLDG	217.58	212.7	4983	24292.1	899.7
FILL REQUIRED PER CUT/FILL REPORT:		1368.69 CY			
CUT FOR BUILDING:		899.7 CY			
ADJUSTED FILL REQUIRED=		469.0 CY			