

GRANT OF CONSERVATION RESTRICTION

To

HOPKINTON AREA LAND TRUST

VALENTINE ESTATE, ASHLAND, MASSACHUSETTS

THE TOWN OF ASHLAND, with an address of 101 Main Street, Ashland, MA, 01721, being the sole owner of the granted premises and intending to bind itself and its successors and assigns, who are collectively referred to herein as “Grantor”, acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, hereby grants, with quitclaim covenants, to The Hopkinton Area Land Trust, a Massachusetts charitable corporation having its usual place of business at P.O. Box 56, Woodville, MA, 01784 and its successors and permitted assigns, collectively referred to herein as “Grantee”, in perpetuity and exclusively for conservation and historic purposes, as a gift, the following described Conservation Restriction (hereinafter, the “Restriction”) on 3 parcels of land (DESCRIPTION).

I. Purpose

This Conservation Restriction is defined and authorized by Sections 31-33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. Its purpose is to assure that the Premises will be retained in perpetuity predominantly in its

natural, scenic, and open condition, and for agricultural, recreational, and education uses, and for the preservation of its historic structures and landscape, and to prevent any use of the Premises that will materially impair or interfere with the conservation and historic values of the Premises.

The intent of this Restriction is to provide protections consistent with the goals of the residents of the Town of Ashland when the property was acquired in 2018, and to maintain the lands and buildings in the appearance of a 19th century farm characteristic of Ashland's rural and agricultural heritage, and to promote ongoing public education, enjoyment and use.

The public benefits resulting in conservation of the Premises include, without limitation:

- A. Protection of Scenic Resources: The Premises comprise part of a scenic landscape. Protection of the Premises will preserve the scenic character and scenic views of open, agricultural, and historic landscape.
- B. Historic Preservation: The Premises is the former home of the Valentine family, one of the very first settlers of Hopkinton and what would eventually become Ashland. The Valentine estate is listed in the June, 2010 "Community-wide Historic Places Survey" commissioned by the Ashland Historical Commission, and may be eligible for future state and federal historic designations.

- C. Protection of Agriculture: Protection of the Premises may allow for continued productive agricultural activities including but not limited to community gardens.
- D. Protection of Wildlife Habitat: Conservation of the Premises will protect habitat (including meadows, woodlands and wetlands) used by a variety of wildlife. The Premises also functions as a wildlife corridor enhancing the ecological value and integrity of adjacent, similarly protected areas such as Ashland State Park. The premises have been observed to serve as habitat for red fox, coyotes, fisher, songbirds, hawks, owls, white-tailed deer, raccoons and rabbits.
- E. Protection of Recreational Resources: Preservation of the Premises will preserve the public's use and enjoyment of the Valentine Estate for passive recreation and compatible public events.
- F. Furtherance of Government Policy, Ashland: Protection of the Premises is consistent with the Town of Ashland's most recently completed Open Space Plan and the Ashland Comprehensive Plan.
- G. Furtherance of Government Policy, Massachusetts: Protection of the Premises is in furtherance of the policy of the Commonwealth of Massachusetts mandate to protect conservation land under Article 97 of the Massachusetts

Constitution, consistent with the Community Preservation Act requirements and funding appropriated by Town Meeting vote for the land purchase.

This Conservation Restriction will provide permanent protection of the conservation and historic values of the Premises. The conservation values of the Premises and the public benefits of this Conservation Restriction are described in more detail in a Baseline Documentation Report to be kept on file at the offices of the Grantee and incorporated herein by this reference.

II. Binding Effect, Prohibited Acts and Uses, Exceptions Thereto, and Permitted Uses

A. Binding Effect: The Grantor covenants that the Premises will at all times be held, used, and conveyed subject to and not used in violation of the following restrictions that shall run with the Premises in perpetuity.

B. Prohibited Acts and Uses:

Subject to the exceptions set forth in paragraph C below, the Grantor will neither perform nor allow other to perform the following acts and uses which are prohibited in, on, under, and over the Premises:

1. Constructing or placing or allowing to remain any temporary or permanent building, structure, facility, or improvement including but not limited to tennis court, landing strip or pad,

- mobile home, swimming pool, skating rink, asphalt concrete or other impervious pavement, billboard or advertising display, antenna or dish, utility pole, tower, conduit, line or other temporary or permanent structure or facility or improvement on, above or under Premises;
2. Mining, excavating, dredging, cutting, destroying, or removing from the Premises or bodies of water thereon, of soil, loam, peat, gravel, sand, rock, or other mineral resource or natural deposit or otherwise make topographical changes to the area;
 3. Installing underground storage tanks;
 4. Placing, filling, storing, or dumping, on the Premises of soil, refuse, trash, yard wastes such as lawn clippings, leaves, branches (other than those naturally deposited in the area), vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever;
 5. Cutting, removing, or otherwise destroying trees, shrubs, grasses, or other non-invasive vegetation;
 6. Subdivision or conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises, and no portion of the Premises may be used towards building or development requirements on this or any other parcel;
 7. Conducting activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, archeological conservation, plants, or wildlife;

8. Using the Premises for residential, commercial, or industrial uses inconsistent with Article 97;
9. Except for vehicles necessary for emergencies, maintenance, disabilities, or participation at allowable functions, the use, parking, or storage of motorized vehicles including motorcycles, mopeds, all-terrain vehicles, recreational vehicles, or snowmobiles;
10. The disruption, removal, or destruction of the stone walls or granite posts on the Premises;
11. Using herbicides and pesticides, or using other chemical or mechanical means that may have an adverse impact upon the plant life or wildlife within the restricted area, except as may be permitted, in writing, by the Grantee for the control of noxious or invasive species and only if it will not impair the water quality or adjacent vegetation;
12. Hunting and trapping except as may be permitted by the Grantee under special circumstances for ecosystem protection and management purposes;
13. Conducting any other use of the Premises or activity which, in the reasonable opinion of the Grantee, is or may become inconsistent with the intent and purpose of this Conservation Restriction, that is the preservation and protection of the Premises in their natural and scenic condition, or which would materially impair its conservation and historic interests, unless

necessary for the protection of the conservation and historical interests that are the subject of this restriction.

14. Any alterations to or removal of existing buildings.

C. Reserved Rights:

All acts and uses not prohibited in paragraph B are permissible, provided they do not materially impair the purposes of this Restriction. The following acts and uses, otherwise prohibited in paragraph B, are permitted, but only if such uses and activities do not materially impair the purpose of this Restriction:

1. Maintenance of Historic Structures: The Grantor agrees to maintain the structures in a safe and functional condition. With prior written approval of Grantee, alterations to the existing buildings' exteriors are allowed, providing that they are (a) clearly of minor nature and not affecting the characteristics which contribute to the architectural and historical integrity of the Premises, or (b) the Grantee determines that it will not impair such characteristics after reviewing plans and specifications submitted by the Grantor, and (c) the Grantor has consulted with the Ashland Historical Society and the Ashland Historical Commission. With prior written notice to Grantee, the maintenance, restoration, or alteration of the existing buildings' interiors is permitted.
 - (i) The Barn: With the prior written approval of the Grantee, the barn may be extended beyond the limits of its original perimeter solely for the purposes of fully implementing

uses consistent with the purposes of this Restriction. In no such case shall such extension diminish the architectural quality or style as originally designed and constructed nor the general profile or architectural features.

- (ii) Minor Structures: The construction, maintenance, repair or replacement of (1) minor structures for use by the public for educational and passive recreational purposes, such as but not limited to interpretive signs, exhibits, shelters, and benches, (2) ancillary decorative or landscape structures as may be desirable in support of the historic landscape restoration program or restoration of landscape elements, and (3) minor structures needed for compliance with the Americans with Disabilities Act (ADA) standards. All such structures shall be designed and located so as not to have deleterious impact on the historic and conservation values of the Premises.

Notwithstanding the foregoing provisions if, after an inspection, the Building Inspector finds that a building subject to this Restriction poses an immediate threat to public health or safety due to its deteriorated condition and that there is no reasonable alternative to the immediate repairs or demolition of the building or structure, then the Building Inspector may issue an emergency repair or demolition permit. The Building Inspector shall then prepare a report explaining the condition of the building and the basis for his decision, which shall be forwarded to the Grantees before such repairs or demolition can take place.

2. Events: The use of the Premises, including the existing buildings, for public or private events, including but not limited to official Town festivals, historic re-enactments, concerts, or private functions, such as weddings or reunions, and erection of temporary tents, provided that any event does not materially alter the landscape or degrade environmental quality.
3. Minor Educational and Recreational Structures: The construction, maintenance, repair and replacement of minor structures for use by the public for educational and passive recreational purposes, including but not limited to interpretive signs, exhibits and benches. Said structures shall be designed and located so as not to have a material deleterious impact on the conservational purposes (including scenic values) of this Conservation Restriction.
4. Recreational and Educational Activities: Walking, hiking, cross-country skiing, bicycling (including e-bikes), nature study, snowshoeing, and other non-motorized outdoor recreational and educational activities that do not materially alter the landscape, nor degrade environmental quality, nor involve commercial recreational use. Nature study and recreational activities by Grantor's and Grantee's instructors and their invitees which do not involve commercial use.
5. Forestry and Vegetation Removal: In accordance with best management practices, (a) selective de minimis pruning and cutting of trees and other vegetation to control or remove

- hazards, invasive species, or damage caused by disease, insects or fire, or to preserve the present condition of the Premises, including woods and trails; and (b) following notice to the Grantee, the cutting of trees for any non-commercial purpose in accordance with a plan, prepared by an appropriate natural resources professional and approved by the Grantee, that is designed to protect the conservation values of the Premises, including without limitation, wildlife habitat, water quality and scenic values.
6. Signs: The erection, maintenance and replacement of signs by the Grantor or Grantee to identify the Grantee as holder of the Restriction, to recognize any grants or other support for the conservation and management of the Premises, to identify ownership of the Premises, boundaries, regulations governing public use of the Premises, and to educate the public about the conservation values of trails, natural features, flora and fauna, and any limitations relating to public access.
 7. Composting: The stockpiling and composting of stumps, tree and brush limbs and similar biodegradable materials originating on the Premises in locations where the presence of such materials will not have a deleterious impact of the purposes (including scenic values) of this Conservation Restriction.
 8. Trails and Stone Walls: The construction, maintenance and marking of trails (including bridges and boardwalks) for allowable recreational, educational, and emergency vehicle use. The maintenance and repair of existing stone walls on the

Premises, and the erecting of gates to control unauthorized access to the Premises.

9. Wildlife Habitat Management and Improvement: With prior written notice to and approval by Grantee, measures designed to restore native biotic communities, or to maintain, enhance, or restore wildlife, wildlife habitat, or rare or endangered species.
10. Archaeological Investigations: The conduct of archaeological activities following submission of an archaeological field investigation plan and its approval in writing by the State Archaeologist of the Massachusetts Historical Commission (or appropriate successor official).
11. Agriculture: The construction of raised beds on the western side of the barn only to be used by the public for community gardening (not to exceed 2,700 square feet). In accordance with Ashland Community Garden Best Practices and Ashland Board of Health Regulations, only organic fertilizers and pesticides may be used. Compost bins, rain barrels, fencing, and other garden related appurtenances are also permitted.
12. Use of Vehicles for Land Management: The use of tractors, back hoes, brush hogs, skidders, dump trucks or other land and forestry management vehicles necessary for the exercise of the reserved rights enumerated in this paragraph II.C.
13. Permitted Acts and Uses: All acts and uses not prohibited by subparagraphs B and C, and not otherwise permitted herein,

are permissible so long as they do not materially impair the conservation and historic values of this Conservation Restriction and are not expressly prohibited by the management plan in effect for the Premises, provided written approval is obtained from the Grantee.

14. Soil Removal and Environmental Site Remediation: Any environmental site remediation activity required by law shall be commenced at the sole discretion of the Grantor, unless compelled by a regulatory or government authority. Following notice to the Grantee, the Grantor shall be permitted to remove and/or relocate soils from the Premises if determined by a Licensed Site Professional that the soils are in exceedance of S1 soil standards under the Massachusetts Contingency Plan and after a risk assessment analysis, they are deemed to be a possible public health risk, all in conformance with applicable regulation and policies of the Massachusetts Department of Environmental Protection and its successors, and the Grantor shall be permitted to take any and all actions relative to the foregoing, to such extent and in such manner, as the Grantor, in their sole discretion deems necessary and appropriate to complete the necessary soil removal, relocation, and restoration.

Whenever notice to or approval by Grantee is required under the provisions herein, Grantor shall give notice to Grantee in writing, either personally with a receipt or by a form of mail requiring a receipt, not less than thirty-five (35) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location,

timetable, and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to the activity's consistency with the purposes of this Conservation Restriction. The Grantee shall grant or withhold the Grantee's approval in writing within thirty (30) days of receipt of the Grantor's written request therefore. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not materially impair the purposes of this Conservation Restriction and the conservation values of the Premises. Failure of the Grantee to respond in writing within 30 days shall be deemed to constitute approval by the Grantee of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after 30 days in the notice, the requested activity is not prohibited herein, and the activity will not materially impair the purposes or conservation values of this Conservation Restriction.

The exercise of any right reserved or permitted by the Grantor under this paragraph C shall be in compliance with the then-current Zoning bylaw of the Town of Ashland, the Wetlands Protection Act (General Laws Chapter 131, Section 40), and all other applicable federal, state and local laws and regulations. The inclusion of any reserved or permitted right in this paragraph C requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position on whether such permit should be issued.

15. Parking: The construction, replacement, repair, use and expansion of parking spaces for permitted activities on the Premises with prior written approval of Grantee. All new parking shall be permeable.

III. Legal Remedies of the Grantee

A. Legal and Injunctive Relief

The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations including, without limitation, relief requiring restoration of the Premises to its condition prior to the occurrence of the violation (it being agreed that the Grantee will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction. Notwithstanding the foregoing, prior to any exercising the rights hereunder, the Grantee shall first notify the Grantor in writing of any alleged violations and the Grantor shall have ten (10) business days to rectify same ("Cure Period"). Failing the restoration or cessation of the alleged violation within the Cure Period, then the Grantee shall be entitled to seek legal and injunctive relief as noted herein.

Grantee agrees to cooperate with Grantor for a reasonable period of time of up to ten (10) additional business days after the expiration of the first ten (10) business days referenced above, which time may be extended by Grantee in their sole discretion, prior to resorting to legal means in resolving issue concerning violations provided Grantor ceases objectionable actions, provides Grantee with a plan to remedy violations, and Grantee determines there is no ongoing diminution of the conservation and historic values of the Conservation Restriction.

Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred.

In the event of a dispute over the boundaries of this restriction, Grantor shall be responsible for a survey and placement of boundary markers.

Nothing herein shall preclude the Grantor's and Grantee's right to pursue other parties for damage to the Premises caused by vandalism, trespass or other violations of this Restriction.

B. Grantee Disclaimer of Liability

By the Grantee's acceptance of this Conservation Restriction, The Grantee does not undertake any liability or obligation relating to the condition of the Premises not caused by the Grantee or its agents.

The Grantor as the owner of the Premises is the owner of all improvements on the Premises and is responsible for the insurance, maintenance and repair of all the improvements on the Premises. The Grantee has no title to the improvements and no responsibility for the insurance, repair or maintenance of the improvements on the Premises. Additionally as the owner and operator of the Premises, the Grantor is fully and solely responsible for any damages, actions or claims relating to the condition of or operation of the Premises and the Grantor hereby indemnifies and holds harmless the Grantee from and against any claims, damages, losses and expenses, including, but not limited to, reasonable attorney's fees, arising out of or resulting from the condition of or operation of the Premises by the Grantor.

C. Non-Waiver

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

D. Acts Beyond Grantor's Control

Nothing contained in the Conservation Restriction shall be construed to entitle Grantee to bring any actions against Grantor for any injury to or change in the Premises resulting from causes beyond Grantor's control, including, but not limited to, fire, flood, storm and earth movement, acts of encroachment and vandalism, or from any prudent action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Premises resulting from such causes. As soon as possible thereafter, the Grantor shall notify the Grantee of any action which has been taken. Grantor and Grantee agree that in event of such an occurrence they will cooperate in restoring the Premises, if desirable and feasible.

IV. Access

The Conservation Restriction hereby conveyed does not grant to Grantee, to the public generally, or to any other person any right to enter upon the Premises except as follows:

A. Monitoring and Enforcement

Grantor hereby grants to Grantee and its representatives the right to enter the Premises (a) at reasonable times and in a reasonable manner for the purpose of inspecting the same to determine compliance herewith; (b) following consultation with Grantor, to erect and from time to time replace near the boundaries of the Premises a reasonable

number of signs, each no greater than four square feet identifying Grantee as the holder of this Conservation Restriction; and (c) after 30 days' prior written notice (or shorter time when, in Grantee's sole judgment, an imminent threat to the Premises' conservation values requires a more immediate response), to take any and all actions with respect to the Premises as may be necessary or appropriate, with or without order of court, to remedy, abate or otherwise enforce any violation hereof. Reasonable time shall be between dawn and dusk.

Grantor further grants to Grantee and its representatives the right to schedule and hold meetings periodically at the Premises at reasonable times and after consultation with Grantor.

B. Nature Study

Grantor hereby grants to Grantee and its representatives the right to enter the Premises, after reasonable notice, to study, identify and monitor the site's flora and fauna, hydrology, and other environmental conditions.

C. Violations

The Grantor also grants the Grantee, after notice of a violation and failure of the Grantor to cure said violation, the right to enter the Premises for the purposes of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation thereof, including but not limited to the right to perform a survey of boundary lines.

D. Public Access

Grantor further grants to Grantee and to the general public the right to enter and/or leave the Premises, to pass and repass on the Premises (excluding the house and barn) for purposes of walking and other passive recreational activities from dawn to dusk (Town sponsored permitted events notwithstanding), all as set forth in section II C and subject to such reasonable rules and regulations as Grantor may adopt to protect public safety and the conservation values of the Premises.

However, and notwithstanding the foregoing, in the event of an emergency or should the Grantor undertake to perform maintenance or other activities which could pose harm or the possibility of harm to the Public, then the Grantor shall have the right at any time, and from time to time, to temporarily bar access during time periods when emergency or potentially harmful activities are being conducted and except in the case of an emergency, advance notice is provided to the Grantee and access is barred only for the time and to the minimum area necessary to prevent the

possibility of harm to the Public. The provisions of Massachusetts General Laws Chapter 21, Section 17C, as same may be from time to time amended, shall be applicable to any use of the Premises by the Public.

V. 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 while holding any interest in the Premises.

B. Execution of Instruments

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the enforceability of this Conservation Restriction; the Grantor on behalf of the Grantor and the Grantor's successors and assigns appoints the Grantee as the Grantor's attorney-in-fact to execute, acknowledge and deliver any such instruments on the Grantor's behalf. Without limiting the foregoing, the Grantor and the Grantor's successors and assigns agree to execute any such instruments upon request.

C. Running of the Benefit

The benefits of this Conservation Restriction shall be in gross and shall not be assignable by the Grantee, except in the following instances and subject to the Grantor's approval:

1. As a condition of any assignment, the Grantee shall require that Conservation Restriction continues to be carried out: and
2. The person or entity to whom the Grantee intends to assign the Conservation Restriction, at the time of the assignment, shall qualify under Section 170(h) of the Internal Revenue Code of 1986, as amended or any successor statute, and applicable regulations thereunder, and under Section 32 of Chapter 184 of the Massachusetts General Laws, as amended or any successor statute, as an eligible donee to receive this Conservation Restriction directly; and
3. Any assignment shall be in compliance with the provisions required under Article XCVII (97) of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VI. Extinguishment

A. Grantee's Receipt of Property Right

Grantor and Grantee agree that the conveyance of this Conservation Restriction gives rise for purposes of this

paragraph to a real property right, immediately vested in Grantee, with a fair market value at any time that is equal to 5% of the then-current fair market value of the Premises as if unencumbered by this Conservation Restriction (minus any increase in value after the date of this grant attributable to improvements). Said ratio shall remain constant and shall not exceed \$150,000.

B. Court Proceedings and Right to Grantee to Recover Portion of Proceeds at Disposition

If circumstances arise in the future that render the purpose of this Conservation Restriction impossible to accomplish, this Conservation Restriction can be terminated or extinguished, whether in whole or in part, only by judicial proceedings in a court of competent jurisdiction after review and approval by the Secretary of Energy and Environmental Affairs. If any occurrence ever gives rise to extinguishment or other release of this Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds subject, however, to any grant, agreement, or applicable law which expressly provides for a different disposition of proceeds.

C. Condemnation

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 Grantor and

Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by Grantor and Grantee shall first be paid out of any recovered proceeds. The remaining proceeds shall be distributed between Grantor and Grantee in shares equal in proportion to the aforementioned ratio (though if a less-than-fee interest is so taken, the proceeds shall be equitably allocated according to the nature of the interest taken), subject to any grant, agreement, or applicable law.

D. Continuing Trust of Grantee's Share of Proceeds

Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes of this grant.

VII. Subsequent Transfers

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which the Grantor divests any interest in all or a portion of the Premises. The Grantor shall notify the Grantee in writing if the Grantor conveys the Premises or any part thereof or interest therein (including a lease) within 21 days of such transfer. Failure to do so shall not impair the validity or enforceability of this Conservation Restriction.

The Grantor shall not be liable for violations occurring after the transfer of its ownership. Liability for any acts or omissions occurring prior to ant transfer and liability for any transfer if in

violation of this Conservation Restriction shall survive the transfer. Following said transfer, any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

VIII. Estoppel Certificates

Upon request by the Grantor, the Grantee shall within twenty-one (21) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance with any obligation of the Grantor contained in this Conservation Restriction.

IX. Effective Date

The Conservation Restriction shall be effective when the Grantor and the Grantee have executed the Conservation Restriction; the administrative approvals, including those required by Section 32 of Chapter 184 of the General Laws, have been obtained; and the Conservation Restriction has been recorded in the Middlesex South District Registry of Deeds.

X. Notice

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

To Grantor: Town of Ashland
Conservation Commission and
Select Board
101 Main Street
Ashland, MA 01721

To Grantee: Hopkinton Area Land Trust
P.O. Box 56
Woodville, MA 01784

Or such other address as either the Grantor or the Grantee from time to time shall designate by written notice to the other or that which is easily ascertainable.

XI. General Provisions

A. Controlling Law

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

B. Liberal Construction

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effectuate the purpose of this Conservation Restriction and the policy and purpose of Massachusetts General Laws Chapter 184, Sections 31-33. If any provision in this instrument is found to

be ambiguous, an interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability

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

D. Entire Agreement

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

E. Pre-existing Rights of the Public

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

F. No Merger

No transfer of Grantor's or Grantee's interest in the Premises and no acquisition of any additional interest in the Premises by Grantor or Grantee shall cause this Conservation Restriction to merge with the fee or have the effect of causing any of the terms hereof to be rendered unenforceable by reason of the so-called "doctrine of merger."

G. Enforcement Authority of the Attorney General

Grantor and Grantee hereby recognize the authority of the Massachusetts Attorney General pursuant to M.G.L. c. 12, §§ 3, 7 to, among other things, prevent or remedy damage to the environment and to prosecute information or other processes against persons who intrude on the land, rights or property of the Commonwealth of Massachusetts (hereafter "Commonwealth"), or commit or erect a nuisance thereon. The Parties also recognize the interests of the Commonwealth in approving, enforcing, and supporting conservation and other restrictions and the benefit to the public conferred by such restrictions acquired pursuant to M.G.L. c. 184, §§ 23 and 25-32. Accordingly, the Parties hereby consent to the Attorney General's enforcing the provisions of this restriction pursuant to M.G.L. c. 12 §§ 3, 7 and M.G.L. c. 184, §§ 23 and 25-32. Such enforcement may include, among other things, the right to commence or intervene in any legal proceeding in order to secure the rights of the holder of a conservation restriction and the

Commonwealth conferred under M.G.L. c. 184, §§23, 25-32; the right to remedy past damage or prevent future damage to the environment as a result of actions or inactions on the part of an owner of land upon which a conservation or other restriction has been recorded; and the right to appeal any decision in any legal proceeding taken by any party that may affect the state interest and public benefit conferred by a restriction created pursuant to M.G.L. c. 184, §§23, 25-32.

H. Amendment

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

applicable, shall comply with the provisions of Art. 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Middlesex South District Registry of Deeds.

XII. Recordation

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

Attached hereto and incorporated herein are the following:

DRAFT

