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TOWN OF CARLISLE

Native Plant Restoration and Native Plant/Seed Nursery

License Agreement

THIS AGRICULTURAL LICENSE AGREEMENT, dated the 13th day of May, 2025, by and between **TOWN OF CARLISLE, MASSACHUSETTS** acting by and through the Land Stewardship Committee (the "Town") with a principal office in 66 Westford Street, Carlisle, MA 01741 and Grow Native Massachusetts (the "Licensee"), with its principal office at 7 Harrington Rd, Lexington, MA 02421.

RECITALS

A. The Town is the owner of record of a certain parcel of land known as Woodward Fields located at Off Maple Street, Carlisle, MA 01741, and identified by the Town of Carlisle Assessor Map as Map 10 Parcels 3-B-1, 3-B-2 and 3-B-3. (the "Land");

B. The Land is a portion of a certain Carlisle Conservation Land, which is a multi-use property that was acquired for conservation, agriculture and passive recreation purposes and is open to the public for passive recreation.

C. The Land is subject to a Conservation Restriction held by the Carlisle Conservation Foundation (CCF) and recorded with the Middlesex North Registry of Deeds at Book 32964, Page 203 (the "Conservation Restriction"), a copy of which is attached hereto as Exhibit C;

D. The Licensee desires to use a portion of the Land, more particularly described in Exhibit A (the "Premises"), for restoring native plants from the existing seed bank, adding and growing some other native plants expected to grow in this area, divide established populations to further the restoration and to sell to support other restoration projects in the area. In addition, seeds will be collected to both grow more native plants and/or sell native plant seeds to buyers who seek native plant seeds from a known provenance; and

E. The Town is willing to enter into the License Agreement to permit the use of the land for native plant restoration and nursery work in accordance with the terms hereof;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and the payment of other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby enter into a license agreement upon the terms and conditions set forth herein.

I. Grant of License. The Town hereby grants to Licensee a license to enter upon and use the Land subject to the following specified terms and conditions. The terms of this License are not to be construed as a grant of the exclusive use of the Licensed Premises to the Licensee. Licenses shall keep open to the public, all portions of land not being actively used

for restoring, growing and propagating native plants and seeds. Licensee shall not expand its restoration of, or addition of, nursery work to areas not currently within this conservation property without the prior written permission of the Town.

2. Term. The term of this License shall commence on the date hereof and shall continue until December 31, 2029, unless terminated earlier as provided herein.

3. Permitted Use. The Licensee shall use the Premises solely for agricultural use in accordance with the provisions of the Agreement, to the extent now and hereafter from time to time permitted under applicable laws, bylaws, ordinances, codes, rules, regulations, orders and other lawful requirements of governmental bodies having jurisdiction (the "Purpose").

More specifically, the Purpose shall be limited to use of the Premises for restoring native plants from existing seedbank, which may include planting native plants, dividing and growing the portions of plants taken from existing populations with the intent to sell or donate said new plants, collecting native seeds from the existing native populations, and selling both new plants grown from said seeds or selling such seeds. Interested parties may visit the native plant nursery accompanied by the Licensee. Purchases shall be completed off site or on-line only.

The Licensee's permitted use of the Premises for the Purpose is further detailed in in the attached Exhibit B.

4. License Fees. In consideration for the use of this License, the Licensee agrees to pay the Town a one-time License Fee of One Dollar (\$1.00).

5. Indemnification. The exercise of this License shall constitute the Licensee's acceptance of complete liability for the actions or omissions of Licensee, its contractors, agents, representatives, employees and assignees while present at the Land or upon the Licensed Premises in connection with Licensee's Permitted Use, including any related upkeep and maintenance of the Premises.

The Licensee shall, to the maximum extent permitted by law, defend, indemnify and hold harmless the Town and its officers, employees, agents and volunteers from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs and expenses (including reasonable attorneys' fees) whatsoever arising from, related to or in connection with this License or Licensee's use of the Premises.

The Licensee further expressly agrees not to make any claims against the Town and its officers, employees and agents for any injury, loss or damage to person (including bodily injury and death) or property arising out of or in connection with the activities undertaken or omissions to act by the Licensee, its contractors, agents, representatives, employees, assignees and invitees, as hereby licensed.

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The Licensee shall, to the maximum extent permitted by law, defend, indemnify and hold harmless the Town and its officers, employees, agents and volunteers from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs and expenses (including reasonable attorneys' fees) whatsoever arising from, related to or in connection with this License or Licensee's use of the Premises.

The Licensee further expressly agrees not to make any claims against the Town and its officers, employees and agents for any injury, loss or damage to person (including bodily injury and death) or property arising out of or in connection with the activities undertaken or omissions to act by the Licensee, its contractors, agents, representatives, employees, assignees and invitees, as hereby licensed.

6. Insurance. From the Term commencement date through the expiration of this Agricultural License Agreement, the Licensee shall, at its own cost and expense, obtain and maintain with companies qualified to do business in Massachusetts, broad form comprehensive general liability insurance naming the Town as additionally insured, written on a “per occurrence” basis with an aggregate cap no less than three times the required limit: \$1,000,000, Combined Single Limit. Such insurance shall insure against claims for bodily injury, death or property damage occurring to, upon or about the Premises in the amounts listed above for bodily injury or death and property damage occurring to, upon or about the Premises. During the Term of this License, the risk of loss to all contents of, and personal property and trade fixtures located in, the Premises is upon the Licensee, and the Town shall have no liability with respect thereto.

7. Conduct. Entry and use under this License by the Licensee and its contractors, agents, representatives, employees and assignees, shall, at all times, be subject to review by duly designated representatives of the Town.

a. During the exercise of rights hereby granted, Licensee shall at all times conduct itself so as not to interfere with activities of the Town within or upon the Land.

b. The Town shall have the right, at all reasonable times, to enter onto and inspect the Licensed Premises.

c. The Licensee shall observe and obey all applicable laws, statutes, ordinances, regulations and permitting or license requirements.

d. The Licensee shall not undertake any construction, reconstruction, rehabilitation or refurbishment upon the Land without having received the written approval of the Town or its authorized representative.

e. In connection with the Permitted Use, the Licensee will use its reasonable best efforts to comply with the agricultural practices and procedures set forth on Exhibit B, attached hereto.

8. Termination; Ownership of Improvements. This License will terminate thirty (30) days after the giving of a written notice by either party, with or without cause.

Upon any termination of this License Agreement, the plantings and improvements made by the Licensee to the Licensed Premises shall become and remain the property of the Town and the Licensee shall not be obligated to return the Licensed Premises to its original condition.

9. Modification; Assignment. Any modification or amendment to this License must be in writing. This License is not transferable and no privilege contained herein may be sublet or assigned to any other person or organization without the express written consent of the Town.

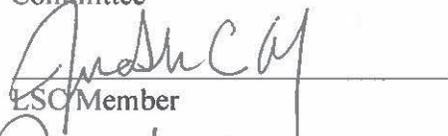
10. Survival of Terms and Provisions. All appropriate terms and provisions hereof

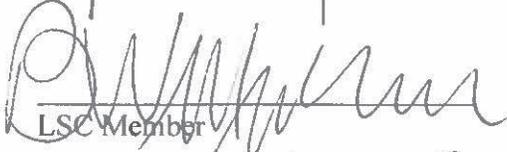
shall survive the termination or revocation of this License.

IN WITNESS HEREOF, the parties hereto have caused this Agricultural License Agreement to be executed as a sealed instrument the day and year first written above.

TOWN OF CARLISLE, MASSACHUSETTS

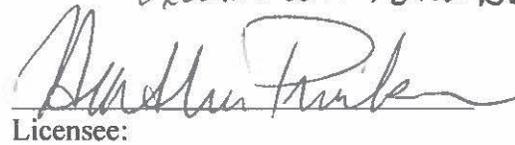
By and through its
Land Stewardship
Committee


LSC Member


LSC Member

Dated: 5/13/2025

Licensee: Heather Pruiksma
Exec. Director, Grow Native MA


Licensee:

Dated: 5/13/2025

EXHIBIT A

Description of the Premises

The Premises consists of Carlisle Assessor's Parcels 10-3-B-1, 10-3-B-2, and 10-3-B-3 which are depicted as Lots 1, Lot 2 and Lot 3 on a plan of land entitled "Plan of Land in Carlisle, Massachusetts" recorded with the Middlesex County North Registry of Deeds at Plan Book 24, Plan 14, a copy of which is reproduced below:

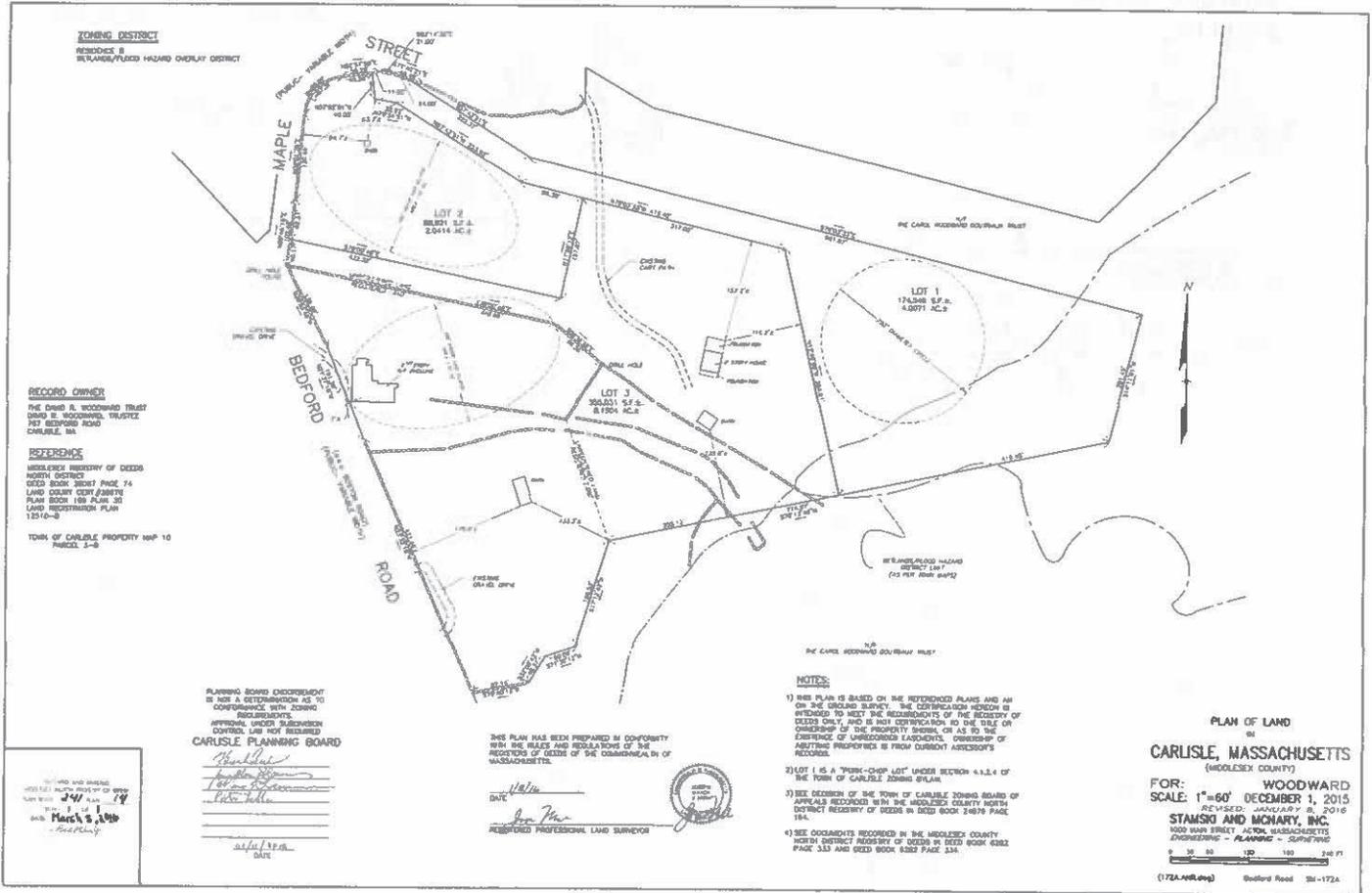


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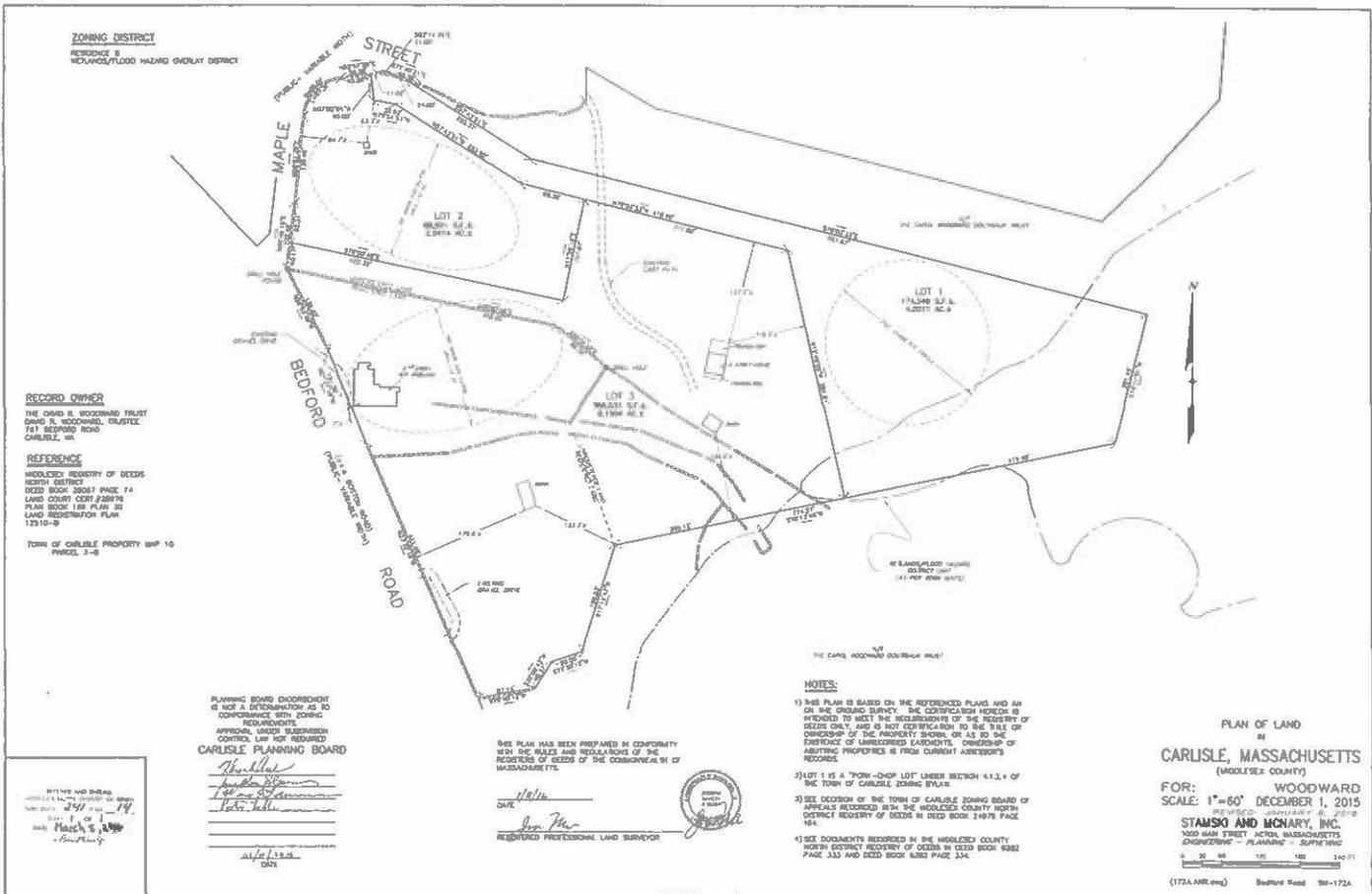


EXHIBIT B

Required Agricultural Practices and Special Restrictions

1. The Land and the Premises are subject to the Conservation Restriction described herein, and included as Exhibit C. The Licensee shall be responsible for ensuring that their use of the Premises is consistent with the restrictions described in the Conservation Restriction. If the Licensee is uncertain of whether any use of the Premises is permitted, it shall consult with the Carlisle Conservation Commission, Carlisle Land Stewardship Committee, and the Carlisle Conservation Foundation whose addresses are as follows:

Carlisle Conservation Commission
Carlisle Land Stewardship Committee
66 Westford Street
Carlisle, MA 01741

Carlisle Conservation Foundation
P.O. Box 300
Carlisle, MA 01741

2. With prior written approval by the Carlisle Conservation Foundation, the Licensee is permitted to drill one well on the Premises for irrigation purposes.
3. With prior written approval by the Carlisle Conservation Foundation and the Carlisle Conservation Commission, the Licensee is permitted to maintain a temporary trailer on the Premises during the growing season only to provide for storage and sanitary facilities. Alternatively, a small (10x10 ft) shed and portopotty is permitted.
4. The Licensee shall be responsible for all costs and expenses related to monitoring native plants and invasive plants, restoring native plants, removing non-native plants, dividing native plants, planting more native plants as part of the restoration process, collecting native plant seeds, growing plants from collected native plant seeds, and collecting and selling native plant seeds to other entities interested in the native plant focus.
5. The Licensee shall take all reasonable measures to prevent the Premises from falling into disrepair. Such measures shall include: (a) repairing or removing old fencing, gates and other fixtures with the permission of the Carlisle Conservation Commission and Carlisle Land Stewardship Committee.
6. The Licensee shall take all appropriate measures, in keeping with good agricultural practices, to maintain the condition of the soil to limit soil erosion. In addition, the Licensee will avoid any excess removal of existing soil when moving or selling any plants from the property. Special care will also be required when adding any plantings from outside of the property to avoid introducing noxious soil organisms. The Licensee shall work in cooperation with the Carlisle Trails Committee and permit the public use of trails associated with the premises for passive recreational purposes

and other activities as may be approved by the Carlisle Land Stewardship Committee or the Carlisle Trails Committee.

7. The Licensee shall work in cooperation with the Carlisle Trails Committee and permit the public use of trails associated with the premises for passive recreational purposes and other activities as may be approved by the Carlisle Land Stewardship Committee or the Carlisle Trails Committee.
8. Additional guidelines can be found in 2025 Woodward License-Support Marterials Discussion Native Plant Restoration and Nursery

EXHIBIT C

Conservation Restriction Granted to Carlisle Conservation Foundation

2499



Bk: 32964 Pg: 203 Page: 1 of 24
Recorded: 05/10/2019 10:38 AM

Grantor: Town of Carlisle, acting by and through
its Conservation Commission

Grantee: Carlisle Conservation Foundation, Inc.
Address of Premises: 767 Bedford Road, Carlisle,
MA

For Grantor's title see: Book 31800, Page 131
(Lot 1), and Book 31739, Page 249 (Lot 2),
Middlesex North Registry of Deeds

CONSERVATION RESTRICTION

The Town of Carlisle, a municipal corporation in the County of Middlesex and Commonwealth of Massachusetts, acting by and through its Conservation Commission by authority of Section 8C of Chapter 40 of the Massachusetts General Laws, having a mailing address of 66 Westford Street, Carlisle, MA 01741, constituting all of the owners, their successors and assigns ("**Grantor**"), acting pursuant to M.G.L. Ch. 184, Sec. 31, 32, and 33, for nominal consideration, grants with QUITCLAIM COVENANTS to Carlisle Conservation Foundation, Inc., a Massachusetts charitable corporation, with an address at P.O. Box 300, Carlisle, MA 01741, its successors and permitted assigns ("**Grantee**") IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on the entirety of a 4.01-acre parcel of land and a 2.04-acre parcel of land (collectively, the "**Premises**"), which Premises is shown as Lot 1 and Lot 2 on a plan entitled "Plan of Land in Carlisle, Massachusetts (Middlesex County)" for Woodward, and dated December 1, 2015, revised January 8, 2016, which plan is recorded with the Middlesex County North Registry of Deeds in Plan Book 241, Plan 14 (of 2016), a reduced copy of which is incorporated herein and attached hereto as Exhibit A, and which Premises comprises a 6.05 acre portion of 767 Bedford Road, Carlisle, Massachusetts, shown on the Town of Carlisle's Assessor's Map as Parcel 10-3-B.

I. PURPOSES

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the General Laws and otherwise by law. The purposes of this Conservation Restriction are to assure that the Premises will be maintained in perpetuity for conservation purposes, which may include the agricultural use of the Premises as herein defined, in a natural, scenic, and undeveloped condition, and to prevent any use or change that would impair or interfere with its conservation and preservation values ("**Conservation Values**").

The Premises was acquired, in part, by using M.G.L. c. 44B Community Preservation Act funds. An attested copy of the Town Meeting Vote authorizing the use of such funds is attached hereto and recorded herewith as Exhibit B.

The Premises, defined above, contains unusual, unique or outstanding qualities the protection of which in their predominately natural, vegetated, agricultural or open condition will be of benefit to the public. These qualities (the Conservation Values) include the following:

- A. **Open Space Preservation.** The Premises contributes to the protection of the scenic and natural character of Carlisle and the protection of the Premises will enhance the open-space value of these and nearby lands. The Premises consists of an open agricultural landscape which provides significant scenic, aesthetic, scientific and historic value in its present state as a natural area and open space which has not been subjected to development incompatible with said uses. The preservation of the Premises, by prohibiting significant alterations to the natural character thereof, will further protect the open space attributes and recreational and ecological value of the Premises and nearby conservation and agricultural lands.
- B. **Protection of Wildlife Habitat/BioMap2.** Approximately 97% of the Premises is mapped as BioMap2 Core Habitat, and approximately 60% of the premises is mapped as BioMap2 Critical Natural Landscape, as defined by the Massachusetts Natural Heritage and Endangered Species Program. BioMap2, published in 2010, was designed to guide strategic biodiversity conservation in Massachusetts over the next decade by focusing land protection and stewardship on the areas that are most critical for ensuring the long-term persistence of rare and other native species and their habitats, exemplary natural communities, and a diversity of ecosystems. BioMap2 is also designed to include the habitats and species of conservation concern identified in the State Wildlife Action Plan. Protection of the Premises will thus ensure preservation of biodiversity, intact natural ecosystems, and resilient natural landscapes.
- C. **Public Access, Use and Enjoyment.** The Premises contains trails that will be open to the public and used for passive recreation and education, including but not limited to walking, cross-country skiing, and wildlife observation. The trails on the Premises connect to an extensive network of existing trails on adjacent and nearby conservation and recreation lands, thereby protecting the access to these resources for the public and improving the connectivity and utility of the entire network.
- D. **Agricultural Preservation.** The Premises contain fields currently used for agriculture and livestock pasturage the continuation of which will preserve uses and scenic vistas that are integral to the history of the property and represent the agricultural and farming heritage of the region and of the Town.
- E. **Contiguity to Other Natural Areas.** The Premises directly abuts and is proximate to a number of other important natural areas, including the Great Meadows National Wildlife Refuge, Estabrook Woods, Foss Farm Conservation land, multiple parcels of conservation land subject to permanent conservation restrictions and owned by the Towns of Carlisle and

Concord, the Carlisle Conservation Foundation, The Trustees of Reservation, and the Sudbury Valley Trustees, making the Premises part of a network of over 1,500 acres of Federal, state, and locally-protected land in the Towns of Carlisle, Concord, and Bedford.

- F. Furtherance of Government Policy.** The Premises is identified as a "Priority 1" (top priority) parcel of conservation interest in the Town of Carlisle's 2013 Open Space and Recreation Plan, and meet the goals of the Massachusetts State Wildlife Action Plan by protecting upland forest and large, unfragmented landscape mosaics.

These and other conservation values of the Premises, as well as its current uses and state of improvement, are described in a Baseline Documentation Report ("Baseline Report") prepared by Grantor with the cooperation of the Grantee, 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, and (ii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant other than the Baseline Report, should the Baseline Report be unavailable or if it does not adequately address the issues presented.

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

- A. Prohibited Acts and Uses.** Subject to the exceptions set forth in Paragraph B herein, the Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

- 1) Constructing, placing, or allowing to remain any temporary or permanent building, tennis court, landing strip or pad, mobile home, swimming pool, riding ring, asphalt or concrete pavement, sign, fence, billboard or other advertising display, antenna, utility pole, tower, solar panel, solar array, conduit, line, underground storage tank, or other temporary or permanent structure or facility on, above, or under the Premises;
- 2) Mining, excavating, dredging, or removing from the Premises soil, loam, peat, gravel, sand, rock, or other mineral resource or natural deposit, or otherwise making topographical changes to the area;
- 3) Placing, filling, storing, or dumping of soil, gravel, sand, snow, rock, tree and other vegetation cuttings generated off-site, or refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever;
- 4) Cutting, removing, or otherwise destroying trees, grasses, or other vegetation;
- 5) Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, wildlife habitat, or archaeological conservation;

- 6) Use, parking, or storage of vehicles including cars, trucks, snowmobiles, motorcycles, mopeds, motorboats, all-terrain vehicles, motorized trail bikes, or any other motorized vehicles on the Premises except for vehicles necessary for public safety officials (*i.e.*, fire, police, ambulance, other government officials) in carrying out their official duties, as necessary for the mobility impaired, or as otherwise specified in Section II.B;
 - 7) Subdivision or conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), and no portion of the Premises may be used towards building or development requirements on this or any other parcel;
 - 8) Commercial, business, residential or industrial use, or more than *de minimis* commercial recreation use of the Premises, unless otherwise permitted in Section II.B;
 - 9) The disruption, removal, or destruction of stone walls or granite fence posts on the Premises, except for routine maintenance or restoration of same;
 - 10) Any other use of or activity on the Premises which is inconsistent with the Purposes of this Conservation Restriction or that would impair its Conservation Values.
- B. Reserved Rights, Exceptions and Obligations.** The Grantor reserves the right to conduct or permit the following activities and uses on the Premises, but only if such uses and activities do not impair the Conservation Values or purposes of this Conservation Restriction:
- 1) **Vegetation Management.** In accordance with generally accepted forest management practices, selective minimal removing of brush, pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Premises, including vistas, fields, meadows, woods roads, fence lines and trails, or for purposes of improving traffic safety sightlines along the Bedford Road and Maple Street boundaries of the Premises. Further, Grantor shall regularly mow or otherwise maintain in open, agricultural fields condition at least all areas now in fields as shown in the Baseline Report. Additional vegetation removal for the purpose of restoring historic conditions is permitted with the prior written permission of the Grantee.
 - 2) **Non-native or Nuisance Species Management.** The removal of non-native or invasive species, the interplanting of native species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality.
 - 3) **Composting, etc.** The stockpiling and composting of piles of limbs, brush, manure, leaves, compost, and similar biodegradable material originated on the Premises, provided that such stockpiling and composting (i) is in locations where the presence of such activities will not impair the Conservation Values (including scenic values); (ii) no manure composting or storage will take place closer than 25 feet from any publicly-accessible trail; (iii) the composted materials are used on the Premises or adjacent parcels owned or controlled by Grantor; (iv) such piles are not placed in any wetland areas within the jurisdiction of the Carlisle Conservation Commission without a permit from the

Massachusetts regulations and used in accordance and consistent with all pertinent federal, state, and local instructions, limitations, laws, zoning, rules, and regulations.

- 10) **Agriculture.** The use of the Premises for farming and agricultural purposes, including, but not limited to, (i) raising and harvesting crops including vegetables, fruits, berries, nuts, and other foods for human consumption; (ii) raising and harvesting crops for livestock or other production including feed, seed, hay and other forage grasses, flowers, and nursery products; and (iii) animal husbandry, including but not limited to livestock, poultry and bees, together with soil preparation, conservation, and management activities commonly associated with such agricultural uses, including the plowing of agricultural fields and the addition of soil amendments, such as lime or compost (generated on or off the Premises), apiculture, and grazing of livestock.

All farming and agriculture shall be done in accordance with good, sound, recognized methodologies that seek to maintain or improve soil productivity, soil health, and water retention; reasonably minimize impact to water quality, physical disturbance to sensitive areas, and discharge of sediments, animal waste, nutrients, and chemicals to surface waters using best management practices; and shall comply with all applicable federal, state and local environmental laws and regulations. Grantor is not obligated to farm or have others farm the Premises, but shall at all times have the right to lease or license the Premises for agricultural purposes, subject to all applicable laws, including Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts. All activities conducted pursuant to any lease or license shall be consistent with the Conservation Values and purposes of this Conservation Restriction. The Grantor may decide, at its discretion, to limit or otherwise restrict agricultural activities to preserve a significant fraction of the existing fields in their primarily natural state so as to protect wildlife habitat.

- 11) **Agricultural Structures and Buildings.** Erecting and maintaining structures without permanent foundations, solely for agricultural uses, including but not limited to sheds, hoop houses, temporary or moveable poultry shelters, watering troughs, and livestock shelters, provided such structures do not encompass more than an aggregate footprint of 2500 (two thousand five hundred) square feet.
- 12) **Fencing.** The installation, maintenance, and removal of temporary or permanent sight-pervious fences (see-through/over electric, wire mesh, or barbed wire, and stone walls) for the purposes of (i) minimizing crop damage by wildlife or domesticated animals; (ii) containing or protecting grazing livestock on the Premises; (iii) defining trails and public access areas *vis a vis* abutting properties or agricultural area; or (iv) for other agricultural purposes.
- 13) **Irrigation.** With the prior written approval of the Grantee, the right to drill, use and maintain new wells and water lines and related electric lines and pumps only as reasonably necessary for agricultural purposes provided that such wells shall be for the sole benefit of the Grantor, all water lines shall be on or underground (except immediately at the wellhead), all electric lines shall be underground (except immediately

at the wellhead}, and that no well or springs on the Premises shall be used for any purposes other than agriculture, and that wells or springs on the Premises shall serve only the Premises and any directly abutting land owned in fee by the Grantor and dedicated to conservation purposes and shall serve none other.

- 14) **Permitted Motorized Vehicles.** The use and storage of vehicles and other farm utility and motorized equipment only as necessary for the agricultural and vegetation management activities contemplated herein, including but not limited to tractors, trucks, balers, spreaders and planters, trailers, and similar types of vehicles.
- 15) **Utilities.** Maintenance, repair, replacement, and removal of existing or future utilities that are necessary for agricultural purposes on the Premises. No future utilities shall be installed without the prior written approval of the Grantee and any future utilities shall be underground, when feasible, unless specified otherwise in this Conservation Restriction, such as in Section II(B)(13).
- 16) **Excavation.** Excavation of soil, gravel or other mineral resource or natural deposit as may be incidental to activities permitted by Paragraph B, provided that (i) such activities follow generally accepted soil conservation practices, and (ii) disturbed areas are re-vegetated with native plant materials.
- 17) **Forestry and Cutting.** Conducting or permitting others to conduct sound silvicultural uses of the Premises, including the right to commercially harvest forest products (as such term may be defined from time to time in M.G.L. c.61, §1, or successor law) and the establishment of new woods roads in accordance with prudent and sound silvicultural practices that conform at least to the minimum standards set forth in the Massachusetts Forest Cutting Practices Act (M.G.L. c.132, or its successor) and carried out pursuant to a Forest Management Plan.

Before any harvest of forest products occurs on the Premises, Grantor shall submit a Forest Management Plan to the Grantee, the Massachusetts Department of Conservation and Recreation (or appropriate successor agency) and to any other required state agencies for their approval. The Management Plan shall be prepared by a forester licensed through the Massachusetts Department of Conservation and Recreation in conformance with the "Directions for the Preparation of the Chapter 61 Forest Management Plans and Forest Stewardship Plans" and such statutes, regulations and directions in effect at the time of the approval of said Management Plan. The Management Plan shall include provisions designed to minimize soil erosion, conserve surface and groundwater quality, scenic views, wildlife habitat, and to protect the Conservation Values of this Conservation Restriction.

The Management Plan shall be effective for a ten (10) year period and shall be resubmitted once every ten (10) years as necessary if additional timber harvests occur. All cutting plans and designated access routes 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 the licensed forester that prepared the Forest Management Plan;

18) **Exception for Taking Necessary for Traffic Safety.** Notwithstanding anything to the contrary in this Conservation Restriction, pursuant to Article 2 of the Special Town Meeting of the Town of Carlisle held on October 18th, 2017 (see Exhibit B), Grantor may utilize those portions of Lot 1 and Lot 2 as shown in Exhibit A that lie within 25 feet of the Maple Street and Bedford Road right of ways (the "Road Envelope") as measured from the edge of the right of ways, for purposes of conducting traffic safety improvements, including the clearing and paving of the Road Envelope, with the prior approval of the Grantee. All road related improvements, including storm water management and any paved sidewalk or access path, shall also be contained within the Road Envelope.

19) **Site Restoration.** Any work undertaken in conjunction with the Reserved Rights described in this Paragraph B shall seek to minimize disturbance to the Conservation Values and other natural features within the Premises that may be impacted as a result of exercising of any of the Reserved Rights described herein. Upon completion of any site work performed in conjunction with the Reserved Rights described in this Paragraph B, any disturbed areas shall be restored substantially in conformance with the conditions with respect to soil material, grade, and vegetated ground cover that existed prior to said work, except where the express purpose is the restoration of historic conditions under Paragraph B.I.

20) **Compliance with Applicable Law.** The exercise of any right reserved by Grantor under this Paragraph B shall be in compliance with zoning, the Wetlands Protection Act, and all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit should be issued.

21) **Best Management Practices.** The exercise of any right reserved by Grantor under this Paragraph B shall follow established, up to date, and regionally-applicable Best Management Practices or similar standards developed by a governmental agency or other entity with known expertise in the area of practice and designed to protect the natural features potentially affected by the action(s).

III. NOTICE AND APPROVAL

A. Whenever notice to or approval by Grantee is required, Grantor shall notify Grantee, by a method requiring confirmation of receipt, in writing not less than 60 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 its consistency with the purposes of this Conservation Restriction. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within 60 days of receipt

of Grantor's request. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity will not impair the purposes of this Conservation Restriction.

B. Deemed Approval. Subject to any applicable law or regulation, failure of Grantee to respond in writing within 60 days shall be deemed to constitute approval of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after 60 days in the notice and provided the requested activity is not prohibited hereunder and the activity will not materially impair the Conservation Values of this Conservation Restriction.

IV. 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 their condition prior to the time of the injury complained of (it being agreed that 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. Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the Conservation Values of the Conservation Restriction.

Grantor covenants and agrees to reimburse Grantee for 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.

B. Non-Waiver. Enforcement of the terms of this Conservation Restriction shall be at the discretion of the Grantee. Any election by Grantee as to the manner and timing of its 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.

C. Disclaimer of Liability. By acceptance of this Conservation Restriction, Grantee does 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.

D. Acts Beyond the Grantor's Control. Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, 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. In the event of any such

occurrence, the Grantor and Grantee will cooperate in the restoration of the Premises, if desirable and feasible.

- E. Boundary Dispute.** In the event of a dispute over the boundaries of the Premises, Grantor shall be responsible for obtaining a survey and placing permanent boundary markers around the boundary of the Premises.

V. ACCESS

Grantor hereby grants to Grantee, or its 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 or to perform a survey of boundary lines. Grantor also grants to Grantee, after notice of a violation and failure of Grantor to cure said violation, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, as determined by a court of competent jurisdiction; provided, however, that the Grantee shall have the authority, upon ten days written notice, to enter the property for the purposes of mowing or otherwise maintaining in open, agricultural fields condition the land as required in Section 11.B.1. The Grantor shall not be liable for any injury or damage to persons or property resulting from the Grantee's actions in remedying or abating a violation which has not been determined to be a violation by a court of competent jurisdiction.

Grantor hereby grants the right to the general public to pass and repass over trails on the Premises for purposes of walking, cross-country skiing, and other passive outdoor recreational activities not involving the use of motorized vehicles (except for power-driven mobility devices) and may from time to time regulate and limit such purposes for which the public may use the Premises with reasonable rules and regulations for visitation and use. In its discretion, the Grantor may also allow the public to use, subject to reasonable rules and regulations, small-motorized vehicles in connection with dog-sledding.

VI. EXTINGUISHMENT

- A. Extinguishment.** If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Massachusetts Secretary of Energy and Environmental Affairs. If any change in conditions ever gives rise to extinguishment or other release of the 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 in accordance with paragraph B below, 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. Grantee shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein.
- B. Proceeds.** Grantor and Grantee agree that the donation of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that

is at least equal to the proportionate value that this Conservation Restriction, determined at the time of the gift, bears to the value of the unrestricted property. Such proportionate value of the Grantee's property right shall remain constant, except that any improvements made by Grantor remain the sole property of the Grantor. Any proceeds will be distributed only after complying with the terms of any gift, grant, or other funding requirements, including but not limited to M.G.L. c.44B, the Community Preservation Act.

- C. Grantor/Grantee 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 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, and the remaining proceeds shall be distributed between Grantor and Grantee in accordance with paragraph V.B above, after complying with the terms of any law, gift, grant, or funding requirements. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds like a continuing trust in a manner consistent with the conservation purposes of this grant.

VII. 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.** Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantor, on behalf of itself and its successors and permitted assigns, appoints the Grantee's attorney-in-fact to execute, acknowledge and deliver any such instruments on their behalf. Without limiting the foregoing, 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 Grantee, shall be in gross and shall not be assignable by the Grantee, except in the following instances:
- 1) As a condition of any assignment, the Grantee shall require that the Purposes of this Conservation Restriction continue to be carried out; that the Assignee is not an owner of the fee in the Premises; and
 - 2) The Assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this Conservation Restriction directly under Section 32 of Chapter 184 of the General Laws of Massachusetts; and
 - 3) Any assignment will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VIII. SUBSEQUENT TRANSFERS

Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed, lease, license, or other legal instrument which grants any interest in all or a portion of the Premises and to notify Grantee not less than twenty (20) days prior to the execution of such transfer. Failure to do either shall not impair the validity or enforceability of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

IX. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within sixty (60) 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. Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction to a non-fee owner that is qualified under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts in order to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

XI. AMENDMENT

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may, by mutual written agreement and subject to the requirements of Article 97 of the amendments to the Constitution of the Commonwealth of Massachusetts, jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the General laws of Massachusetts. Any amendments 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 Article 97 of the Amendments to

the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Middlesex North Registry of Deeds, after all approvals required by law have been obtained. Nothing in this paragraph shall require Grantor or Grantee to agree to amend or to consult or negotiate regarding any amendment.

XII. EFFECTIVE DATE

This Conservation Restriction shall be effective when Grantor and Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and it has been recorded in a timely manner in the Middlesex South Registry of Deeds.

XIII. NOTICES

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally with a receipt; or sent by first class mail, postage pre-paid, in a manner showing receipt; or via electronic mail in a manner showing receipt, addressed as follows:

To Grantor: Town of Carlisle
 Attn.: Board of Selectmen
 66 Westford Street
 Carlisle, MA 01741

Town of Carlisle
 Attn.: Conservation Commission
 66 Westford Street
 Carlisle, MA 01741

To Grantee: Carlisle Conservation Foundation, Inc.
 P.O. Box 300
 Carlisle, MA 01741
 president@carlisleconservationfoundation.org

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 favor of the grant to affect the purpose of this Conservation Restriction and the policy and purposes of Massachusetts General Laws Chapter 184, Sections 31-33. If any provision in this instrument is found to be

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

C. 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 of the parties 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.

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

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

XV. MISCELLANEOUS

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

B. Recordation. The Grantor shall record this instrument in timely fashion in the Middlesex North Registry of Deeds.

C. Counterparts. This Conservation Restriction, and the Acceptances and Approvals hereof, may be executed, acknowledged and delivered in one or more counterparts which, together, shall constitute one and the same instrument.

D. Subordination. 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.

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

- 1) Signature Pages
 - a. Grantor: Conservation Commission, Town of Carlisle
 - b. Grantee: Carlisle Conservation Foundation, Inc.
 - c. Approval: Board of Selectmen, Town of Carlisle
 - d. Approval: Secretary of Energy and Environmental Affairs

- 2) Exhibits
 - a. Exhibit A: Reduced size copy of "Plan of Land in Carlisle, Massachusetts" for Woodward and dated December 1, 2015, revised January 8, 2016.
 - b. Exhibit B: Attested copy of Town Meeting vote of October 18, 2017 authorizing purchase of Premises and use of CPA funds.

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**APPROVAL AND GRANT OF CONSERVATION RESTRICTION BY
CONSERVATION COMMISSION**

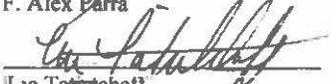
We, the undersigned, being a majority of the Conservation Committee of Carlisle, Massachusetts, hereby certify that at a public meeting duly held on 4/20/11, the Conservation Commission voted to approve and grant the foregoing Conservation Restriction to Carlisle Conservation Foundation, Inc., pursuant to Section 32 of Chapter 184 and Section 8(C) of Chapter 40 of the Massachusetts General Laws and do hereby grant the foregoing Conservation Restriction.

**TOWN OF CARLISLE
CONSERVATION COMMISSION:**

Melinda Lindquist, Vice Chair


Ken Belitz


F. Alex Parra


Lee Tatistcheff


Dan Wells


Helen Young

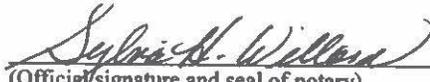
COMMONWEALTH OF MASSACHUSETTS

County of Middlesex, ss.

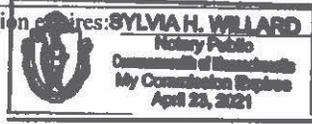
On this 4-20-11 day of April, before me, the undersigned notary public, personally appeared DAN WELLS, Et 14y &... he 77 L. S/cl-Rff proved to me through satisfactory evidence of identification, which was ... to be the persons whose names are signed on the preceding attached document, and acknowledged to me that he signed it voluntarily for its

stated purpose, as 1/tmhers
Carlisle, a Massachusetts municipality.

of the Conservation Commission of the Town of


(Official signature and seal of notary)

Name: _____
My commission expires: _____



APPROVAL OF BOARD OF SELECTMEN

We, the undersigned, being a majority of the Board of Selectmen of the Town of Carlisle, hereby certify that at a public meeting duly held on April 3, 2019, the Board of Selectmen voted to approve the foregoing grant of Conservation Restriction from the Town of Carlisle acting by and through its Conservation Commission to the Carlisle Conservation Foundation, Inc., in the public interest and pursuant to Massachusetts General Laws Chapter 184, Section 32.

Nathan C. Brown
Nathan C. Brown, Chairman

Katherine T. Reid
Katherine T. Reid, Vice Chairman

OK.LL
Alan Lewis, Clerk

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erry W. Kissinger
erry W. Kissinger, Member

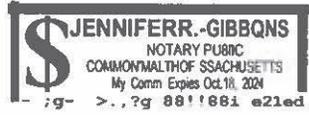
COMMONWEALTH OF MASSACHUSETTS

County of Middlesex, ss.

On this 23 day of April, 2019, before me, the undersigned public,
personally appeared ---'YU..fl #17. BAEd (r: 0...0

proved to me through satisfactory evidence of identification, which was
RnDIYI fD me..., to be the persons whose names are signed on the
preceding or attached document, and acknowledged to me that he signed it voluntarily for its
stated purpose, as -4Y.e.n h.t.2.8 of the Board of Selectmen of the Town of
Carlisle, a Massachusetts municipality.

Jennifer R Gibbons
Official signature and seal of notary)
Name: Jennifer R Gibbons
My commission expires: 10-18-24



ACCEPTANCE OF GRANT

The Carlisle Conservation Foundation, Inc. accepts the above Conservation Restriction from the Town of Carlisle acting by and through its Conservation Commission this 11 day of April 2019 :

By: W.K. Sullivan
Name: duly authorized
Title: CCF

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this 11 day of April before me, the undersigned Notary Public, personally appeared the above-named W.K. Sullivan, of Carlisle Conservation Foundation, Inc., proved to me by satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or in my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose.

Sylvia H. Willard
Notary Public

My Commission

SYLVIA H. WILLARD
Notary Public
My Commission Expires
April 23, 2021

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

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

Dated: _____ 1 _____, 2019 Matthew A. Beaton
MATTHEW A. BEATON
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this day of _____, 2019, before me, the undersigned notary public, personally appeared MATTWA.BEATON, and proved to me through satisfactory evidence of identification which was ffia--v\\ve(t tL-e...nyL 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.

Denise Pires
Notary Public
My Commission Expires: 12/28/23

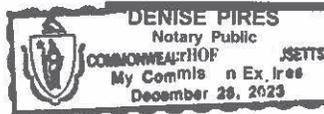


Exhibit B

**Attested copy of Town Meeting vote of October 18, 2017
authorizing purchase of Premises and use of CPA funds**

EXCERPT OF THE SPECIAL TOWN MEETING HELD

WEDNESDAY, OCTOBER 18, 2017, 7:00 P.M.

CARLISLE PUBLIC SCHOOLS AUDITORIUM

ARTICLE 2 - Acquisition of Lots 1 and 2 - 767 Bedford Road:

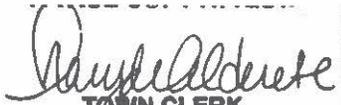
MOTION 1-

On motion of Luke Ascolillo it was voted by declared two-thirds (2/3) majority that the Town appropriate \$500,000 (\$376,500 from the CPA Budget Reserve and \$123,500 from the CPA Undesignated Fund) for the acquisition by purchase or eminent domain of the fee interest in two certain parcels of real estate at 767 Bedford Road, comprising 6.04 acres, more or less, and shown as Lot 1 and Lot 2 on the ANR plan of land recorded on March 8, 2016 with the Middlesex North District Registry of Deeds in Plan Book 241 as Plan 14, and to authorize the Board of Selectmen and Conservation Commission to enter into all agreements and execute any and all instruments necessary to acquire, convey, or accept as the case may be, conservation restrictions for conservation, agriculture, and passive recreation purposes, in accordance with Chapter 184 of the General Laws, to be in compliance with the requirements of Chapter 448, Section 12 of the General Laws of the Commonwealth, conditioned upon and excepting from such open space the right to use a minimal part of Lots 1 and 2 to adjust Maple Street or to remove trees adjacent thereto to for the purpose of improving the safety of Maple Street and the associated access to Lots 1 and 2; and

MOTION 2-

On motion of Luke Ascolillo it was voted by declared two thirds (2/3) majority that (i)the Town authorize the Board of Selectmen to acquire by purchase or eminent domain, for a purchase price of \$750,000.00, the fee interest in two certain parcels of real estate at 767 Bedford Road, comprised of 6.04 acres, more or less, and shown as Lot 1 and Lot 2 on the ANR plan of land recorded on March 8, 2016 with the Middlesex North District Registry of Deeds in Plan Book 241 as Plan 14, provided that said land is to be conveyed to the Town of Carlisle under the care, custody and control of the Carlisle Conservation Commission for conservation, agriculture, and passive recreation purposes, conditioned upon and excepting from such open space the right to use a part of Lots 1 and 2 to adjust Maple Street or to remove trees adjacent thereto to for the purpose of improving the safety of Maple Street and the associated access to Lots 1 and 2; (ii) to authorize the Board of Selectmen and the Conservation Commission to enter into all agreements and execute any and all instruments as may be necessary on behalf of the Town of Carlisle to effect said acquisition or purchase or grants; and to authorize the Board of Selectmen and the Conservation Commission to convey to the Carlisle Conservation Foundation, a perpetual conservation restriction on said land as

authorized by Chapter 184, Sections 31 through 33 inclusive of the General Laws, allowing conservation, agriculture and passive recreation uses on the land acquired pursuant to this vote, within the meaning of Chapter 40, Section 8C of the General Laws; and (iii) to appropriate the funds necessary to pay the costs of acquiring the property described herein, including the payment of all costs incidental and related thereto, (a) by transferring from the CPA Budget Reserve the sum of \$376,500; (b) by transferring from the CPA Undesignated Fund the sum of \$123,500; (c) applying towards the cost of the purchase a monetary gift from the Carlisle Conservation Foundation in the amount of \$250,000.00.


TOWN CLERK
CARLISLE, MASSACHUSETTS