**Grantor:** Click here to enter text.

**Grantee:** Click here to enter text.

**Address of Premises:** Click here to enter text.

**For Grantor’s title see:** Click here to enter text.County Registry of Deeds

Book \_\_\_\_\_\_, page \_\_\_\_\_\_.

**CONSERVATION RESTRICTION**

Click here to enter name, address, County (and state or country if not in MA)., being the Click here to enter ownership – sole, joint, etc.. constituting all of the owner(s), for my successors and assigns (“Grantor”), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grant with quitclaim covenants to Click here to enter Grantee(s) legal name and address. If the grant is to a municipality, insert name of municipality, acting by and through its Conservation Commission by authority of Section 8C of Chapter 40 of the Massachusetts General Laws, or the Fire District, or other – must be eligible to hold a CR., their permitted successors and assigns (“Grantee”), for Click here to enter the consideration – can be “nominal” or “less than one hundred dollars” Do NOT use “and other valuable consideration”., in perpetuity and exclusively for conservation purposes, the following Conservation Restriction on land (“Property”) located in Click here to enter City or Town containing Click here to enter either “the entirety of the ? acre Property” OR ? acres of the ? acre Property (insert the square feet or acreage where the question marks are. (“Premises”), and more particularly described in Exhibit A and attached sketch plan attached hereto.

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 purpose of this Conservation Restriction is to assure that the Premises will be maintained in perpetuity for conservation purposes, in a natural, scenic and undeveloped condition, and to prevent any use or change that would materially impair or interfere with its conservation and preservation values (“conservation values”).

Click here to enter permit, grant, or other information if applicable, and recite authority for grant(s)This Conservation Restriction is required by the following permits: OR The Premises was acquired using M.G.L. c. 44B Community Preservation Act funds, and a copy of the Town Meeting Vote is attached hereto as Exhibit B. OR The Premises was acquired with a LAND (PARC, L&WCF, Forest Legacy, other) grant.

The conservation values include the followingClick below to enter or edit the conservation values that apply to the Premises. Provide detailed information rather than broad generalities that don’t explain what is on this particular property that makes it in the public interest to protect. Avoid using “standard language” that does not apply to the Premises, and provide explanations of what the terms mean – for instance, “critical habitat” or other designations. To make these instructions disappear, click on them and insert a colon (:)

• **Open Space Preservation.** Click here to add or edit: The Premises contributes to the protection of the scenic and natural character of \_\_\_\_\_\_\_\_ and the protection of the Premises will enhance the open-space value of these and nearby lands.

Click here to add, delete, or edit: • Scenic Protection. The Premises are located within the 1992 Massachusetts Landscape Inventory Report of significant scenic and cultural landscapes, and is listed as being important for its natural, scenic, and historic features.

.

• Click here to add, delete, or edit: **Flood Plain Protection.** The majority of the Premises lies within the 100-year floodplain. The protection of this floodplain will ensure the continued availability of this flood storage during major storm events .

• **Protection of Wildlife Habitat.** Click here to add or edit The entire Premises falls within an area designated as “Priority Habitat for State-Protected Rare Species” by the Massachusetts Natural Heritage Program. The Premises contains approximately 3 acres of wooded wetlands and an approximately 1/2-acre vernal pool.

Click here to add, delete, or edit: • **Public access trails** for passive recreation, education, and nature study

Click here to add, delete, or edit as appropriate: • Core Habitat: consists of 1,242,000 acres that are critical for the long-term persistence of rare species and other Species of Conservation Concern, as well as a wide diversity of natural communities and intact ecosystems across the Commonwealth. • Species of Conservation Concern. Includes 475 species that are directly mapped in BioMap2. There are 413 species listed under the Massachusetts Endangered Species Act and an additional 62 non-listed species that were directly mapped in BioMap2. The directly mapped species totals are: 9 mammal, 50 bird, 15 reptile, 7 amphibian, 27 fish, 111 invertebrate, and 256 plant species. • Priority Natural Communities. Natural communities with limited distribution - regionally or globally - and the best examples documented of more common types such as old-growth tracts of widespread forest types. There are 782 examples of 94 different types of priority and exemplary Natural Community types included in BioMap2. Natural communities are defined as interacting assemblages of plant and animal species that share a common environment and occur together repeatedly on the landscape. Conservation of these areas will support the persistence of numerous characteristic common as well as rare species within Massachusetts. • Aquatic Cores. Core habitat for fish and other aquatic Species of Conservation Concern. Includes various rivers and streams, a 30 meter band around each river segment, as well as wetlands that are wholly or partially contained within the band. Aquatic Cores are designed to protect 10 MESA-listed fish, 17 non-listed fish, as well as 145 MESA-listed species with all or a portion of their life cycle in aquatic habitats. • Wetland Cores. The most intact wetlands within less developed landscapes - generally with intact upland buffers, little fragmentation, and minimal disturbance by other stressors associated with roads and development, are most likely to support critical wetland functions (i.e., natural hydrologic conditions, diverse plant and animal habitats, etc.) and are most likely to maintain these functions into the future. All wetland Priority Natural Communities are also included as part of Wetland Cores. • Vernal Pool Cores. The top 5 percent most interconnected clusters of Potential Vernal Pools. Each cluster of pools is buffered to create vernal pool habitat areas targeted for conservation that includes the pools themselves and the surrounding habitat to allow for successful breeding, dispersal, overwintering, foraging, and migration. Targeting clusters of vernal pools, rather than only individual pools, maximizes the resistance and resilience of vernal pool habitats and their resident species, particularly in the context of climate change. • Forest Cores. Best examples of large, intact forests that are least impacted by roads and development, providing critical "forest interior" habitat for numerous woodland species. • Critical Natural Landscape. Complement and often overlap Core Habitat, including large natural Landscape Blocks and buffering uplands around coastal, wetland and aquatic Core Habitats to help ensure their long-term integrity. • Landscape Blocks. Provide habitat for wide-ranging native species, support intact ecological processes, maintain connectivity among habitats, and enhance ecological resilience. They are large areas of intact and predominately natural vegetation, consisting of contiguous forests, wetlands, rivers, lakes, and ponds, as well as coastal habitats such as barrier beaches and salt marshes.

Click here to add, delete, or edit: • **Upland Buffers of Wetland Cores -**identifies upland areas adjacent to all Wetland Cores. If protected, these upland areas will help support the functioning of each wetland over the long-term.  
  
• **Upland Buffers of Aquatic Cores -** identifies upland areas adjacent to all Aquatic Cores. If protected, these upland areas will help protect river, stream, lake, and pond habitat over the long-term.  
  
• **Upland Habitat to Support Coastal Adaptation -** identifies upland areas adjacent to salt marshes where these habitats might move to as sea levels rise. Undeveloped lands adjacent to and up to one and a half meters above existing salt marsh elevations are identified, and included as part of Critical Natural Landscape given their high potential to support inland migration of salt marsh and other coastal habitats over the coming century.

Click here to add, delete, or edit as appropriate: • **Heritage Landscape Inventory** Heritage landscapes are vital to the history, character, and quality of life of communities. Heritage landscapes are the result of human interaction with the natural resources of an area, which influence the use and development of land and contain both natural and cultural resources, such as cemeteries, parks, estates, and agricultural properties.

Click here to add, delete, or edit:**Massachusetts Scenic Landscape Inventory.** The Premises is identified in the Massachusetts Department of Conservation and Recreation’s 1982 Landscape Inventory Report, identifying landscapes that should be protected to conserve and protect natural, cultural, and recreational resources across the Commonwealth. The Premises is identified as (pick one: Distinctive (areas of highest visual quality), Noteworthy (areas of lesser, but nevertheless important, visual quality) and Common (areas that may contain smaller sections of scenic quality but lack consistently high levels).

Click here to enter text Prime Farmland Soils, Prime Forest Soils, Zone I, II, A, B, Rivers, ? Farms/Agriculture? .

Click here to add, delete, or edit other purposes: • **Historical purposes.** .

Click here to enter any additional text.

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

A. Prohibited Acts and Uses

Subject to the exceptions set forth herein, the Grantor will not perform or allow 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, mobile home, swimming pool, asphalt or concrete pavement, sign, fence, billboard or other advertising display, antenna, utility pole, tower, conduit, line or other temporary or permanent structure or facility on, above or under the Premises;

(2) Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise make topographical changes to the area;

(3) Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever or the installation of underground storage tanks;

(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, or archaeological conservation;

(6) Use, parking or storage of vehicles including motorcycles, mopeds, all-terrain vehicles, trail bikes, or any other motorized vehicles on the Premises except for vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) in carrying out their official duties;

(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 parcelIf required by permit:except for requirements in the above-listed permits and any amendments.;

(8) The use of the Premises for more than *de minimis* commercial recreation, business, residential or industrial use;

(9) Click here to add, delete, or edit, if applicable: The disruption, removal, or destruction of the stone walls or granite fence posts on the Premises;

(10) Any other use of the Premises or activity thereon which is inconsistent with the purpose of this Conservation Restriction or which would materially impair its conservation values.

B. Reserved Rights and Exceptions

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 materially impair the conservation values or purposes of this Conservation Restriction:

Click here to add, delete, or edit any rights the owner wishes to reserve or except from the prohibited acts. (1) Recreational Activities. Fishing, boating, hunting, hiking, horseback riding, cross-country skiing and other non-motorized outdoor recreational activities that do not materially alter the landscape, do not degrade environmental quality, or do not involve more than minimal use for commercial recreational activities; (2) 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 as documented in the Baseline Survey, woods roads, fence lines and trails and meadows; (3) Non-native or nuisance species. 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; (4) Composting. The stockpiling and composting of stumps, trees and brush limbs and similar biodegradable materials originating on the Premises, provided that such stockpiling and composting is in locations where the presence of such activities will not have a deleterious impact on the purposes (including scenic values) of this Restriction. No such No such activities will take place closer than one hundred (100) feet from any wetland, waterbody or stream. All exercise of this Reserved Right shall take into account sensitive areas and avoid harm to nesting species during nesting season; (5) Wildlife Habitat Improvement. With the prior written permission of Grantee, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species including selective planting of native trees, shrubs and plant species; (6) Archaeological Investigations. The conduct of archaeological activities, including without limitation survey, excavation and artifact retrieval, following submission of an archaeological field investigation plan and its approval in writing by Grantee and the State Archaeologist of the Massachusetts Historical Commission (or appropriate successor official). (7) Trails. The marking, clearing and maintenance of footpaths and the periodic. Trails are to be not wider than feet (for the public – if applicable); (8) Signs. The erection, maintenance and replacement of signs with respect to hunting, trespass, trail access, identity and address of the occupants, sale of the Premises, the Grantee's interest in the Premises, and the protected conservation values; Forestry, Agriculture, other reserved rights.

(9) Permits. 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.

C. Notice and Approval. Whenever notice to or approval by Grantee is required, Grantor shall notify Grantee 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 shall not materially impair the purposes of this Conservation Restriction. If this is a jointly held CR, need a Primary Decision Maker provision. Click inside box and hit space bar to delete this comment.

Failure of Grantee to respond in writing within 60 days shall be deemed to constitute approval by Grantee 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, the requested activity is not prohibited herein, and the activity will not materially impair the conservation values or purposes of this Conservation Restriction.

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 their condition prior to the time of the injury complained of (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. 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 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.

B. Non-Waiver

Enforcement of the terms of this Conservation Restriction shall be at the discretion of Grantee. Any election by the 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, the 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.

E. 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.

IV. ACCESS

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

Click here to delete or edit text.The Grantor also grants to the public the right to

V. EXTINGUISHMENT

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

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, Click here to enter MA Conservation Land Tax Credit or Internal Revenue Service tax deduction language or IF you have an appraisal establishing this: determined at the time of the gift., bears to the value of the unrestricted property Click here to enter MA Conservation Land Tax Credit or Internal Revenue Service tax deduction language or IF you have an appraisal establishing this at that time. Such proportionate value of the Grantee’s property right shall remain constant. Any proceeds will be distributed only after complying with the terms of any gift, grant, or other funding requirementsClick here to insert relevant information such as the CPA, LAND or PARC grant, Forest Legacy grant, etc. or hit space bar to delete comment..

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 the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in accordance with paragraph V. B. 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.

VI. ASSIGNABILITY

A. Running of the Burden

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

B. Execution of Instruments

The 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 herself and her successors and assigns, appoint the Grantee their attorney-in-fact to execute, acknowledge and deliver any such instruments on her behalf. Without limiting the foregoing, the Grantor and her 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:

As a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out; that the Assignee is not an owner of the fee in the Property, and 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 under Section 32 of Chapter 184 of the General Laws of Massachusetts. Any assignment will comply with article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

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 Click here to enter appropriate term he, she, it, they. divests Click here to enter appropriate term himself, herself, itself, themselves of any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee within 20 days of such transfer. Failure to do any of the above 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.

The Grantor shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this CR 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.

VIII. ESTOPPEL CERTIFICATES

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

IX. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the 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 to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

X. 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 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 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 Click here to enter County Registry of Deeds.

XI. EFFECTIVE DATE

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

XII. 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 or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: Type in address here.

To Grantee: Type address here.

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.

XIII. 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 effect 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 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 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.

XIV. 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. Homestead

Click here to delete the inapplicable text. The Grantor attests that there is no residence on or abutting the Premises (including exclusions) that is occupied or intended to be occupied as a principle residence by a spouse, former spouse, or children of the grantor, or a spouse, former spouse, or children of a beneficiary of the trust, if Premises is owned by a trust.

Or

The Grantor attests that there is a residence on or abutting the Premises (including exclusions) that is occupied or is intended to be occupied as a principle residence by a spouse, former spouse, or children of the grantor, or a spouse, former spouse, or children of a beneficiary of the trust, if the Premises is owned by a trust, on or abutting the Premises, who have signed and notarized a separate release and subordination of their Homestead rights to this Conservation Restriction which will be recorded herewith.

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

Signature pages:

Grantor Click here to enter text.;

Grantee Click here to enter text.;

Click here to enter co-Grantee, if applicable.;

Click here to enter Selectmen or City Council.;

Click here to enter additional signatures, if applicable.;

Approval of the Secretary of Energy and Environmental Affairs.

Exhibits

Exhibit A: legal description and sketch plan

Click here to enter additional Exhibits, Addendums, Appendixes, Management Agreements, votes, grant agreements, exclusions, etc..

WITNESS my hand and seal this \_\_\_\_\_\_\_\_\_\_\_day of , 20\_\_\_,

Click here to enter names of ALL owners.

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss:

On this day of , 20\_\_\_, before me, the undersigned notary public, personally appeared , and proved to me through satisfactory evidence of identification which was \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

My Commission Expires:

ACCEPTANCE OF GRANT

The above Conservation Restriction was accepted by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

this \_\_\_\_\_\_\_\_\_\_ day of , 20\_\_\_.

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss:

On this day of , 20\_\_\_, before me, the undersigned notary public, personally appeared , and proved to me through satisfactory evidence of identification which was \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

My Commission Expires:

APPROVAL OF SELECT BOARD

We, the undersigned, being a majority of the Select Board of the Town of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereby certify that at a public meeting duly held on \_\_\_\_\_\_\_\_\_\_\_, 20\_\_, the Select Board voted to approve the foregoing Conservation Restriction from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ pursuant to Section 32 of Chapter 184 of the General Laws of Massachusetts Click here to enter, if the CR is to the Conservation Commission, and Section 8C of Chapter 40 of the General Laws of Massachusetts..

Select Board

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss:

On this day of , 20\_\_\_, before me, the undersigned notary public, personally appeared , and proved to me through satisfactory evidence of identification which was \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to be the persons whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

My Commission Expires:

APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS

COMMONWEALTH OF MASSACHUSETTS

The undersigned, Secretary of Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from Click here to enter text. to Click here to enter text.has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss:

On this day of , 20\_\_\_, before me, the undersigned notary public, personally appeared , and proved to me through satisfactory evidence of identification which was \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to be the persons whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

My Commission Expires:

Exhibit A

Legal, metes and bounds description, and/or a reference to a recorded or registered plan showing the boundaries. Mention plan if there is one, and where it is recorded, or, “to be filed herewith”. Attach an 8 ½ x 11 copy of the plan as an Exhibit (“sketch plan”). “**As further shown on the Plan/Sketch Plan, attached hereto.”**

Mention area of CR; “all of a 6 acre lot” or if it is a portion of a lot, say “an \_\_\_\_ acre portion of a \_\_\_ acre lot”. For building envelopes or exclusions, a legal description of the exclusion(s) is needed, and show on the plan.

Said land is subject to (mention any easements and or mortgages and their recording information).

Said land has the benefit of (mention any easements or other benefits and where they are recorded).

Other Exhibits, as appropriate: Town Meeting Vote, Subordination Agreement, Baseline Survey, Forestry Plan, etc.

**(Sample) Subordination of Mortgage**

I/we, \_\_\_\_, Present holder(s) of a mortgage on property located at\_\_\_\_ Massachusetts (“Premises”) from\_\_to \_\_dated \_\_ and recorded with \_\_\_\_Registry of Deeds in Book\_\_\_, Page\_\_\_, hereby approve of, and subordinate the Mortgage and the obligations secured thereby to the Conservation Restriction covering all/a portion of the Premises to be recorded, to the same extent as if the Conservation Restriction had been executed and recorded before the execution and recording of the Mortgage.

In Witness Whereof, the said \_\_\_\_\_ has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by \_\_\_\_\_ its\_\_\_\_\_this \_\_\_day of \_\_\_\_, 20\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

by:

\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_

*[Attach acknowledgement certificate/notarization here]*