

Grantor: Thomas Wray Falwell,
Trustee of Lincoln Road Trust

Grantee: Town of Wayland, acting by and through its Conservation Commission

Address: Hazelbrook Road and Lincoln Road, Wayland, Massachusetts

For title see: Deed recorded with the
Middlesex South Registry of Deeds in Book 61086, Page 440

CONSERVATION RESTRICTION

I. GRANTOR'S CLAUSE

I, Thomas Wray Falwell, of Arlington, Middlesex County, Massachusetts, as Trustee of Lincoln Road Trust, u/d/t dated January 29, 2013 and recorded with Middlesex South District Registry of Deeds in Book 61086, Page 436, being the sole owner, for my successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, hereby grant, with **Quitclaim Covenants**, to the Town of Wayland, Massachusetts, a municipal corporation with an address of Town Hall, 41 Cochituate Road, Wayland, Massachusetts 01778, acting by and through its Conservation Commission, by authority of Massachusetts General Laws Chapter 40, Section SC, and its permitted successors and assigns ("Grantee"), for Two Million, Four Hundred Thousand Dollars (\$2,400,000.00) and no cents, in perpetuity and exclusively for conservation purposes, the following Conservation Restriction on a parcel of land located in the Town of Wayland, Massachusetts constituting approximately 22.6± acres, and more particularly described in Exhibit A attached hereto, said parcel being shown on a plan entitled "Plan of Land Wayland, Mass. Owned by Lincoln Road Trust" prepared by David E. Ross Associates, Inc., dated December, 2013 and recorded herewith, a reduced copy of which is attached hereto as Exhibit B (the "Premises").

II. PURPOSES

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the Massachusetts General Laws ("M.G.L.") and otherwise by law, and has been acquired with Massachusetts Community Preservation Act (M.G.L Chapter 44B) funds. The Town of Wayland, at a duly called Special Town Meeting held on November 20, 2013, voted to authorize the Board of Selectmen under Article 4 of the Warrant therefor to acquire a Conservation Restriction on the Premises for conservation purposes. An attested copy of said town meeting vote is recorded herewith.

The purpose of this Conservation Restriction is to assure that the Premises will be maintained in its current condition **in perpetuity for conservation purposes**, predominantly 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.

- A. The Premises provide 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; and
- B. The Premises contain fields currently used for agriculture, the continuation of which will preserve uses and scenic vistas that are integral to the history of the property and the surrounding area, including views from Lincoln Road, a designated scenic road, and represent the agricultural and farming heritage of the region and of the Town; and
- C. The Premises contain woodlands, fields, and wet meadows, providing quality wildlife habitat, watershed protection, flood prevention and pollution mitigation; and
- D. The Premises provide protection for ground and surface waters, having nearly 764 feet of shoreline on a perennial stream, Hazel Brook, and its associated ponds; and
- E. The Premises abut or are proximate to over 125 acres of other permanently protected natural and agricultural areas in the towns of Wayland, Lincoln, and Weston, making the Premises part of a network of over 200 acres of federal, state, and local protected land; and
- F. The Premises contain Prime Farmland Soils; and
- G. The Premises are identified in the Town of Wayland's 1995 Open Space and Recreation Plan as a top priority;
- H. Subject to the limitations set forth in Section III. B. hereof, the Premises are to be available to the general public for a variety of educational and passive recreational activities.

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

A. Prohibited Acts and Uses

Subject to the exceptions set forth herein and/or in subsection B. hereof, the Grantor will not perform or permit 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, wind turbine,

solar energy panel, 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 on the Premises 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 lawful duties and for wheelchairs and other motorized vehicles used to transport persons with disabilities;
7. The disruption, removal, or destruction of the stone walls on the Premises;
8. 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.
9. The use of the Premises for commercial recreation, business, residential or industrial use.
10. Active Recreation. The use of the Premises for recreational activities that involve the installation of playing fields, tennis courts, basketball courts, swimming pools, golf courses, campgrounds, playgrounds, hardscaping or similar uses that temporarily or permanently alter the soil or topography;
11. 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 interests.

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:

1. Recreational Activities. (a) Fishing, boating, hiking, horseback riding, snow shoeing, cross-country skiing, or other outdoor passive recreational activities, in all instances, in a manner that does not materially alter the landscape or does not degrade environmental quality or adversely impacts the agricultural use of the Premises; (b) Bruce C. Farrell, a

current occupant of the adjacent property known and numbered as 59 Lincoln Road, Wayland, Massachusetts and members of his immediate family may use a tractor with equipment bed or trailer, Gator or similar vehicle in areas of the Premises as presently traveled and used by them for such purposes as they presently use such vehicles, and to transport fishing or other passive sporting equipment to the pond, in all instances in the non-destructive manner as currently used for so long as he or any of the members of his immediate family continues to occupy said adjacent property.

2. Division. Division of the Premises into up to two individual parcels which may be separately conveyed, provided, however, that any such parcel(s) shall be subject to the provisions of this Conservation Restriction.
3. Vegetation Management. In accordance with generally accepted forest management practices, minimal removing of trees and/or 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, woods roads, fence lines and trails and meadows, as shown on Exhibit C and such removal of trees and/or brush as may be required to carry on Agricultural Activities or as may be later required to maintain and/or restore the existing conditions of the Premises as established by the Baseline Documentation Report, as hereinafter defined.
4. Agricultural Activities. To further the agricultural purposes set forth in this Conservation Restriction, the following uses shall be permitted:
 - a. Farming and agriculture as defined in M.G.L. c. 128, § 1A and in accordance with the ongoing conditions set forth and referenced in the Certificate of Compliance issued under the Wetlands Protection Act, M.G.L. c. 131, § 40 (WPA Form 8B) dated February 27, 2006 and recorded with said Registry of Deeds in Book 47090, Page 181 (the "COC");
 - b. The clearing, mowing, and prescribed burning of vegetation;
 - c. The planting, maintenance, cultivation, and harvesting of crops or nut-bearing trees, 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;
 - d. The use of fertilizers, pesticides, herbicides, and fungicides, with a preference for non-chemical, naturally sustainable and/or organic farming methods, provided that the Grantee shall be notified in writing at least thirty (30) days prior to any use if other than non-chemical, naturally sustainable and/or organic methods are used. Any agricultural chemicals used on the Premises shall be registered under Commonwealth of Massachusetts regulations and used in accordance and consistent with all pertinent federal, state, and local instructions, limitations, laws, zoning, rules, and regulations;
 - e. The installation, maintenance, and removal of temporary or permanent fences (including but not limited to corrals and outdoor riding rings provided they don't interfere with public use of the trails) for the purposes of i) minimizing crop damage

- by wildlife; ii) containing grazing livestock on the Premises; and iii) for other agricultural purposes or as required under the laws of the Commonwealth of Massachusetts or the Town of Wayland, provided that such fencing is constructed of predominantly natural materials or consists of electric fencing and does not impair the scenic and aesthetic values of the Premises. Vinyl fencing is not permitted;
- f. The digging or drilling of not more than three (3) water supply wells, together with the installation, construction, and placement of permanent or temporary, underground or above ground pumps, conduits, hoses, storage tanks, and other equipment all as exclusively associated with agricultural irrigation and in support of the agricultural activities on the Premises, provided that (i) water produced by any such wells shall be used in accordance with the Town's bylaws, rules and regulations relative water conservation; and (ii) the location(s) of such wells is approved by the Wayland Conservation Commission, which approval shall not be unreasonably delayed or withheld;
 - g. Use of vehicles and other motorized equipment as necessary for the agricultural management activities contemplated herein, including but not limited to tractors, trucks, balers, spreaders and planters, and similar types of vehicles;
 - h. Agricultural practices shall only occur in such a manner as to minimize impact to water quality, minimize physical disturbance to sensitive areas, and minimize discharge of sediments, animal waste, nutrients, and chemicals to surface waters using best management practices that comply with all applicable federal, state and local environmental laws and regulations. To the extent possible, any vehicle use will occur on existing trails or agricultural areas.
5. 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.
 6. 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;
 7. Wildlife Habitat Improvement. With the prior written Approval of Grantee, as outlined in Section IV below, 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;
 8. 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);
 9. Public Gatherings. With prior Notice to Grantee as outlined in Section IV below, erection and placement of tents utilized in connection with charitable and/or civic fundraising and

other non-commercial social events (not to exceed 14 calendar days per year) and, in connection therewith, the placement and use of portable toilets and the parking of motor vehicles thereon in the area shown as "Parking Area" on Exhibit C, provided however, that the Premises are restored as nearly as practical to their prior condition, and Grantor is liable for any damages to the Premises;

10. Pond Maintenance. With the prior written Approval of Grantee as outlined in Section IV below, periodic dredging of both sections of the pond to prevent eutrophication and stagnation;
11. Trails. The marking, clearing and maintenance of footpaths and trails not wider than fifteen (15) feet;
12. 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;
13. Permits. The exercise of any right reserved by Grantor under this Paragraph B shall be in compliance with zoning, the Wetlands Protection Act (to the extent applicable), all other applicable federal, state and local laws, rules, regulations, and permits and the COC. 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. Permitted Acts and Uses:

All acts and uses not explicitly permitted by Section III Paragraph B are prohibited.

D. Additional Affirmative Covenants and Obligations:

The Grantor shall use good faith efforts to maintain the open fields on the Premises by periodic mowing, or other methods of woody vegetation and invasive species control, with the exception of any area created or maintained for habitat in consultation with the Grantee. Such maintenance shall be conducted in accordance with the ongoing conditions set forth and referenced in the COC, if applicable. Non-chemical, naturally sustainable and/or organic methods of vegetation removal are preferred, provided that the Grantee shall be notified in writing at least thirty (30) days prior to the activity if other than non-chemical, naturally sustainable and/or organic methods are used. If Grantor does not maintain the open fields, then the Grantee shall also have the right, but not the obligation, to maintain the open fields on the Premises at the expense of the Grantee, provided, however, Grantor is first notified in writing at least thirty (30) days prior to the exercise of such right, with said notice providing details of the scope, nature, and extent of proposed activities.

IV. NOTICE AND APPROVAL

Whenever notice to or approval by Grantee is required under the provisions of paragraphs A or B, Grantor shall notify Grantee in writing not less than 60 days prior to the date Grantor intends to undertake the activity in question, except in the case of a bone fide emergency when undertaking such activity is required to prevent damage to the Premises or to adjoining land and/or structures owned by the Grantor or others. 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 and/or conditioned, but shall only be granted upon a showing that the proposed activity shall not materially impair the purposes of this Conservation Restriction. 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 purposes of the Premises.

V. LEGAL REMEDIES OF THE GRANTEE

A. Legal and Injunctive Relief

1. The rights hereby granted shall include the right of both the Grantor and Grantee 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 either of such parties may 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 Grantor and/or the Grantee for the enforcement of this Conservation Restriction. Grantor and Grantee mutually agree to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor or Grantee, as the case may be, ceases objectionable actions and, in the case of actions by the Grantor, Grantee determines there is no ongoing diminution of the conservation values of the Conservation Restriction.
2. Both Grantor and Grantee covenant and agree to reimburse to the other 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, as the case may be, Grantor or Grantee 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 Grantor and Grantee. Any election by the either Grantor or 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

1. 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.

2. **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.

VI. 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.

There shall be a limited right for public access to or use of the Premises. Grantor shall allow the general public limited access to the hayfield area at the western portion of the Premises on trails not more than fifteen (15) feet in width, as shown on Exhibit C, provided however, the general public shall have access to the hayfield area and not be restricted to the trails during the period from December 1st to April 1st of any calendar year for the purposes described below. The Grantee may post permanent signs on Lincoln Road and Hazelbrook Road to notify the public of the permitted access, subject to the reasonable approval of the location, size, and content of the signs by the Grantor. Such access shall be granted for passive, non-motorized recreational activities, including but not limited to walking, running, hiking, cross country skiing, snow shoeing, nature observation, and educational activities that are consistent with the Purposes of the Conservation Restriction. The Grantor shall have the right to limit and/or prohibit such public access, following thirty (30) days' notice to the Grantee as outlined in Section IV, if in the reasonable determination of the Grantor, a pattern of abuse of such limited right of access develops or exists, such as, but not limited to, damage to any wall or significant damage to any vegetation. The Grantee shall have the right following receipt of the Notice from Grantor to take any reasonable steps, including installing signage, to curb or eliminate such abuses and to reinstate the access as described above upon Notice to Grantor stating the remedial steps Grantee is taking and provided that Grantor reasonably agrees on the sufficiency of such remedial steps.

There is also granted to the Grantee and its representatives the right to conduct up to two (2) educational walks or educational events per year, outside designated trails, to which the general

public is invited to attend, provided, however, that the dates of such events shall be subject to prior written notice to and the reasonable approval of the Grantor. Entry at any one single walk or event will, however, be limited to no more than fifty (50) members of the general public, plus no more than ten (10) staff of, and contractors or licensees to the Grantees. In the interest of protecting the public's safety, Grantees will provide the Grantor at least thirty (30) days' prior written notice of each walk and event, such notifications to include the date, time, location and purpose of the walk or event.

VII. 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. 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.

B. Grantee shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein, including satisfying the requirements of any gift, grant or funding requirements, including M.G.L. c. 44B.

C. Proceeds

Grantor and Grantee agree that the sale 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 sale, bears to the value of the unrestricted property.

D. 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 shares equal to such proportionate value. 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.

VIII. 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 himself and his successors and assigns, appoint the Grantee their attorney-in-fact to execute, acknowledge and deliver any such instruments on his behalf.

Without limiting the foregoing, the Grantor and his 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; 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.

IX. SUBSEQUENT TRANSFERS

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which he divests himself 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 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.

The Grantor shall not be liable for violations occurring after his or her 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.

X. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within twenty (20) 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.

XI. 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 continued enforceability and that merger does not occur.

XII. AMENDMENT

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantee 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 Middlesex South Registry of Deeds.

XIII. EFFECTIVE DATE

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

XIV. 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: Thomas Wray Falwell, Esquire
 Comins & Newbury LLP
 9 Damonmill Square - Suite 4D
 Concord, MA 01742

To Grantee: Conservation Commission
 Wayland Town Building
 41 Cochituate Road
 Wayland, MA 01778

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

XV. 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.

XVI. 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. Baseline Documentation

In order to establish the present condition of the Premises and the conservation values thereon that are protected by this Conservation Restriction, so as to enable the Grantees to monitor future uses of the Premises and to assure compliance with the terms hereof, Grantees have prepared an inventory of the relevant features and conditions of the Premises (the "Baseline Documentation Report"), and Grantor and Grantees agree that the same is an accurate representation of the condition of the Premises as of the date of the execution of this Conservation Restriction. Verified originals of the Baseline Documentation Report will be deposited with the Grantor and in the permanent records of the Grantees. If the originals of said Baseline Documentation Report are subsequently

destroyed by casualty or are unavailable under other circumstance, other evidence may be offered by the parties to establish the condition of the Premises as of the date of this Conservation Restriction.

C. Subordination

Grantor represents, and Grantee relies on Grantor's representation that, to the best of Grantor's knowledge, the Premises are free from any mortgage, lien, encumbrance or other interest by any third party.

There are attached hereto or recorded simultaneously herewith and incorporated herein by reference the following Exhibits and Approvals:

- A. Legal Description
- B. Plan
- C. Site Plan Exhibit Showing Trail and Parking Areas

WITNESS my hand and seal this 16th day of April, 2014.

Lincoln Road Trust

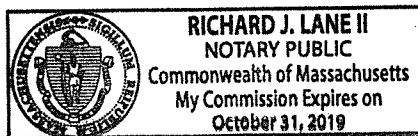
By: 

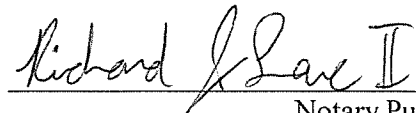
Thomas Wray Falwell, Trustee and not individually

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this 16th day of April, 2014, before me, the undersigned Notary Public, personally appeared the above-named Thomas Wray Falwell, Trustee as aforesaid, 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 ☒ 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 voluntarily for its stated purpose as his free act and deed.




Notary Public

My Commission Expires: October 31, 2019

ACCEPTANCE OF GRANT

The above Conservation Restriction was accepted at a public meeting by the Conservation Commission of the Town of Wayland this 17th day of April, 2014.

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this 17th day of April, 2014, before me, the undersigned Notary Public, personally appeared _____, _____, _____, _____, and _____, as aforesaid, 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 ☐ my own personal knowledge of the identity of the signatory, to be the persons whose names are signed above, and acknowledged the foregoing to be signed by them voluntarily for its stated purpose as their free act and deed as members of the Conservation Commission of the Town of Wayland.

Notary Public

My Commission Expires:

APPROVAL OF BOARD OF SELECTMEN

We, the undersigned, being a majority of the Board of Selectmen of the Town of Wayland, hereby certify that at a public meeting duly held on April 17, 2014, the Board of Selectmen voted to approve the foregoing grant of Conservation Restriction to the Conservation Commission of the Town of Wayland pursuant to Section 32 of Chapter 184 of the General Laws of Massachusetts.

Board of Selectmen of the Town of Wayland

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this 17th day of April, 2014, before me, the undersigned Notary Public, personally appeared _____, _____, _____, _____, and _____, as aforesaid, 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 ☐ my own personal knowledge of the identity of the signatory, to be the persons whose names are signed above, and acknowledged the foregoing to be signed by them voluntarily for its stated purpose as their free act and deed as members of the Town of Wayland Board of Selectmen.

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 to the Town of Wayland has been approved in the public interest pursuant to Massachusetts General Laws Chapter 184, Section 32.

Dated: _____, 2014

Richard J. Sullivan, Jr.
Secretary of Energy and
Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this ____ day of _____, 2014, before me, the undersigned Notary Public, personally appeared the above-named Richard J. Sullivan Jr., Secretary of the Massachusetts Executive Office of Energy and Environmental Affairs, 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 on 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 voluntarily for its stated purpose as his free act and deed, as Secretary of Energy and Environmental Affairs for the Commonwealth of Massachusetts.

Notary Public
My Commission Expires:

Exhibit A

"Lot 2"

A certain parcel of land in Wayland, Massachusetts and shown as Lot 2 on a plan entitled: "Plan of Land in Wayland, Mass. Owned by Lincoln Road Trust; scale: 1" = 100'; dated: December, 2013; prepared by: David E. Ross Associates, Inc." ("the Plan") and further described as follows:

Beginning at a point on the southeasterly side of Lincoln Road at the northwesterly corner of Lot 1 as shown on said plan, thence;

- | | |
|-----------------|--|
| S 21° 57' 20" E | a distance of three hundred fifty and ninety four hundredths feet (350.94') to a point, thence; |
| S 39° 49' 59" E | a distance of four hundred sixteen and fifty eight hundredths feet (416.58') to a point, thence; |
| S 75° 46' 31" W | a distance of three hundred ninety three and seventy six hundredths feet (393.76") to a steel rebar with a cap, thence; |
| S 56° 21' 10" W | a distance of two hundred twenty seven and twenty five hundredths feet (227.25') to a drill hole, thence; |
| S 59° 10' 15" W | a distance of one hundred sixty nine and eighty nine hundredths feet (169.89') to a steel rebar with a cap, thence; |
| S 55° 37' 22" W | a distance of three hundred four and seventy four hundredths feet (304.74') to a steel rebar with a cap, thence; |
| S 53° 57' 29" W | a distance of two hundred eighteen and eighty two hundredths feet (218.82') to a steel rebar with a cap, thence; |
| S 78° 31' 23" W | a distance of two hundred seventy two and forty one hundredths feet (272.41') to a steel rebar with a cap, thence; |
| S 42° 09' 09" W | a distance of eighty nine and sixty two hundredths feet (89.62') to a drill hole in a stone wall on the easterly side of Hazelbrook Lane to a point, thence; |
| N 54° 35' 54" W | a distance of fifty six and seventy nine hundredths feet (56.79') along said wall and the easterly side of Hazelbrook Lane to a point, thence; |
| N 34° 24' 35" W | a distance of sixty nine and eleven hundredths feet (69.11') along said wall and the easterly side of Hazelbrook Lane to a point, thence; |

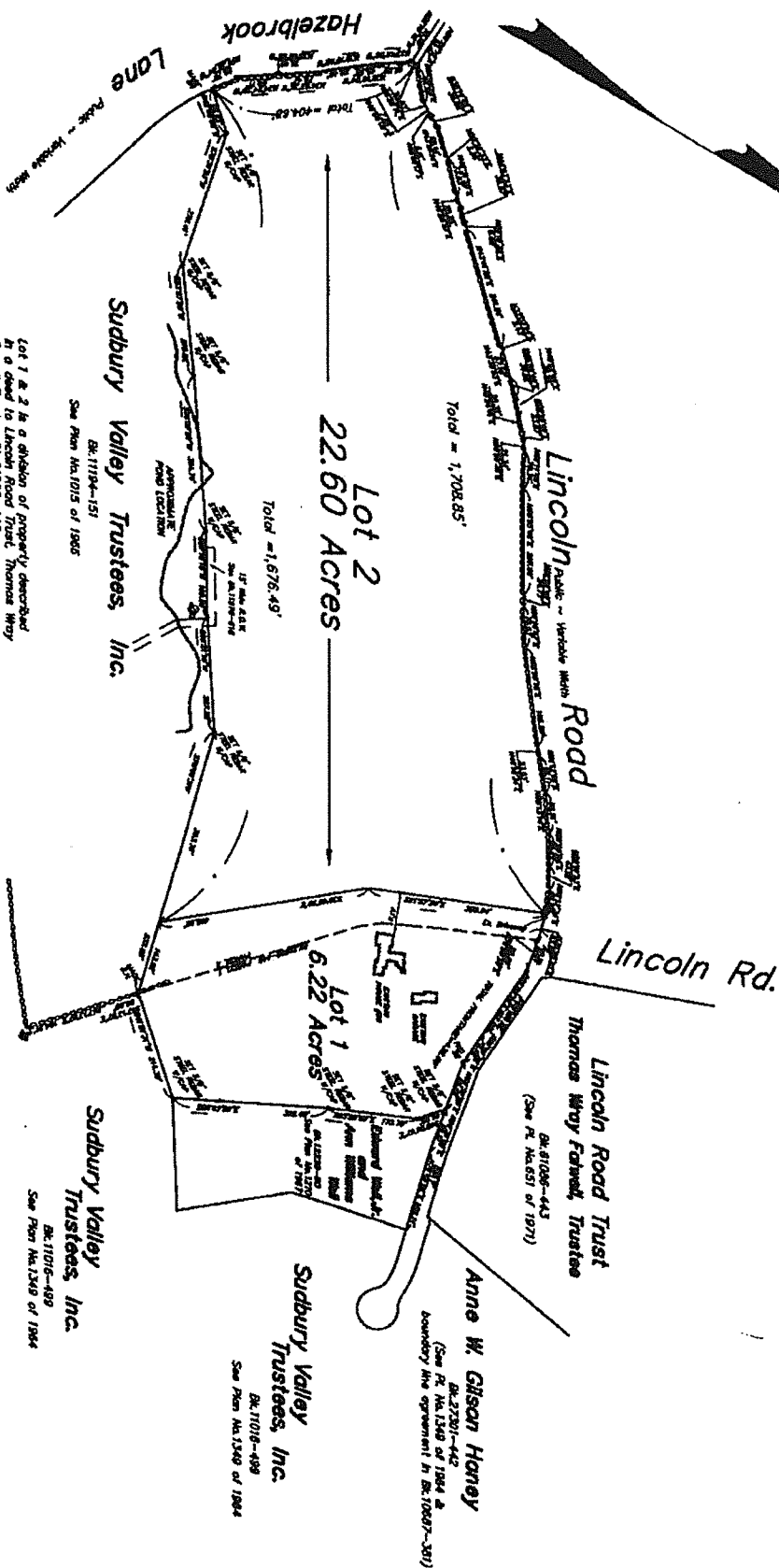
| | |
|-----------------|--|
| N 30° 49' 05" W | a distance of sixteen and forty five hundredths feet (16.45') along said wall and the easterly side of Hazelbrook Lane to a point, thence; |
| N 34° 03' 35" W | a distance of seventy nine and forty seven hundredths feet (79.47') along said wall and the easterly side of Hazelbrook Lane to a point, thence; |
| N 39° 10' 08" W | a distance of fifty nine and forty nine hundredths feet (59.49') along said wall and the easterly side of Hazelbrook Lane to a point, thence; |
| N 36° 19' 04" W | a distance of forty six and twenty eight hundredths feet (46.28') along said wall and the easterly side of Hazelbrook Lane to a point, thence; |
| N 33° 42' 56" W | a distance of sixty one and fifty hundredths feet (61.50') along said wall and the easterly side of Hazelbrook Lane to a point, thence; |
| N 22° 18' 12" W | a distance of fifteen and fifty nine hundredths feet (15.59') along said wall and the easterly side of Hazelbrook Lane to a point on the southeasterly side of Lincoln Road, thence; |
| N 25° 22' 16" E | a distance of ten and forty seven hundredths feet (10.47') along said wall and the southeasterly side of Lincoln Road to a point, thence; |
| N 50° 00' 50" E | a distance of sixty nine and seventy hundredths feet (69.70') along said wall and the southeasterly side of Lincoln Road to a point, thence; |
| N 28° 22' 11" E | a distance of ten and three hundredths feet (10.03') along said wall and the southeasterly side of Lincoln Road to a point, thence; |
| N 46° 05' 09" E | a distance of seven and fifty eight hundredths feet (7.58') along said wall and the southeasterly side of Lincoln Road to a point, thence; |
| N 06° 20' 17" E | a distance of six and forty one hundredths feet (6.41') along said wall and the southeasterly side of Lincoln Road to a point, thence; |
| N 30° 19' 52" E | a distance of thirty five and eighty two hundredths feet (35.82') along said wall and the southeasterly side of Lincoln Road to a point, thence; |
| N 43° 28' 24" E | a distance of fifty five and forty four hundredths feet (55.44') along said wall and the southeasterly side of Lincoln Road to a point, thence; |
| N 29° 32' 33" E | a distance of three and twenty five hundredths feet (3.25') along said wall and the southeasterly side of Lincoln Road to a point, thence; |

| | |
|-----------------|---|
| N 46° 31' 20" E | a distance of seventy three and sixty three hundredths feet (73.63') along said wall and the southeasterly side of Lincoln Road to a point, thence; |
| N 40° 25' 57" E | a distance of twenty and twenty five hundredths feet (20.25') along said wall and the southeasterly side of Lincoln Road to a point, thence; |
| N 44° 43' 23" E | a distance of thirty nine and ninety seven hundredths feet (39.97') along said wall and the southeasterly side of Lincoln Road to a point, thence; |
| N 55° 18' 26" E | a distance of six and ninety six hundredths feet (6.96') along said wall and the southeasterly side of Lincoln Road to a point, thence; |
| N 43° 41' 28" E | a distance of two hundred forty one and fifty four hundredths feet (241.54') along said wall and the southeasterly side of Lincoln Road to a point, thence; |
| N 33° 03' 54" E | a distance of eight and forty three hundredths feet (8.43') along said wall and the southeasterly side of Lincoln Road to a point, thence; |
| N 43° 30' 53" E | a distance of fifty seven and ten hundredths feet (57.10') along said wall and the southeasterly side of Lincoln Road to a point, thence; |
| N 45° 55' 48" E | a distance of thirty six and two hundredths feet (36.02') along said wall and the southeasterly side of Lincoln Road to a point, thence; |
| N 48° 52' 45" E | a distance of thirty eight and twenty six hundredths feet (38.26') along said wall and the southeasterly side of Lincoln Road to a point, thence; |
| N 48° 54' 41" E | a distance of twenty nine and thirty hundredths feet (29.30') along said wall and the southeasterly side of Lincoln Road to a point, thence; |
| N 50° 10' 48" E | a distance of twenty three and sixty seven hundredths feet (23.67') along said wall and the southeasterly side of Lincoln Road to a point, thence; |
| N 56° 59' 36" E | a distance of twenty one and thirty four hundredths feet (21.34') along said wall and the southeasterly side of Lincoln Road to a point, thence; |
| N 62° 11' 40" E | a distance of seventy and thirty four hundredths feet (70.34') along said wall and the southeasterly side of Lincoln Road to a point, thence; |
| N 60° 03' 46" E | a distance of two hundred seven and sixty nine hundredths feet (207.69') along said wall and the southeasterly side of Lincoln Road to a point, thence; |

| | |
|-----------------|--|
| N 62° 02' 40" E | a distance of twenty four and seventy seven hundredths feet (24.77') along said wall and the southeasterly side of Lincoln Road to a point, thence; |
| N 56° 58' 57" E | a distance of seventy nine and sixty three hundredths feet (79.63) along said wall and the southeasterly side of Lincoln Road to a point, thence; |
| N 52° 28' 15" E | a distance of one hundred ninety six and twenty hundredths feet (196.20') along said wall and the southeasterly side of Lincoln Road to a point, thence; |
| N 48° 15' 34" E | a distance of twenty three and three hundredths feet (23.03') along said wall and the southeasterly side of Lincoln Road to a point, thence; |
| N 51° 12' 56" E | a distance of sixty nine and eleven hundredths feet (69.11') along said wall and the southeasterly side of Lincoln Road to a point, thence; |
| N 55° 13' 14" E | a distance of eighty and fifty one hundredths feet (80.51') along said wall and the southeasterly side of Lincoln Road to a point, thence; |
| N 59° 04' 04" E | a distance of sixty five and eighty six hundredths feet (65.86') along said wall and the southeasterly side of Lincoln Road to a point, thence; |
| N 60° 09' 23" E | a distance of forty seven and twenty five hundredths feet (47.25') along said wall and the southeasterly side of Lincoln Road to a point, thence; |
| N 68° 12' 34" E | a distance of forty nine and twenty nine hundredths feet (49.29') along said wall and the southeasterly side of Lincoln Road to the point of beginning. |

Said parcel contains 22.60 Acres, more or less, according to said Plan, be however otherwise said parcel may be bounded, measured and/or described.

testimony



Planning Board Note:
Planning Board endorsement is not a
determination as to the conformance
with zoning requirements.

Wayland Planning Board

APPROXIMATE LABOR RESEARCH CENTER LAW NOT RESEARCH

CH 45 5 10-17 DATE 12/8/15

81-074

7. 2. 2016

7/25/17

14/07/2014

7

0

[illegible]

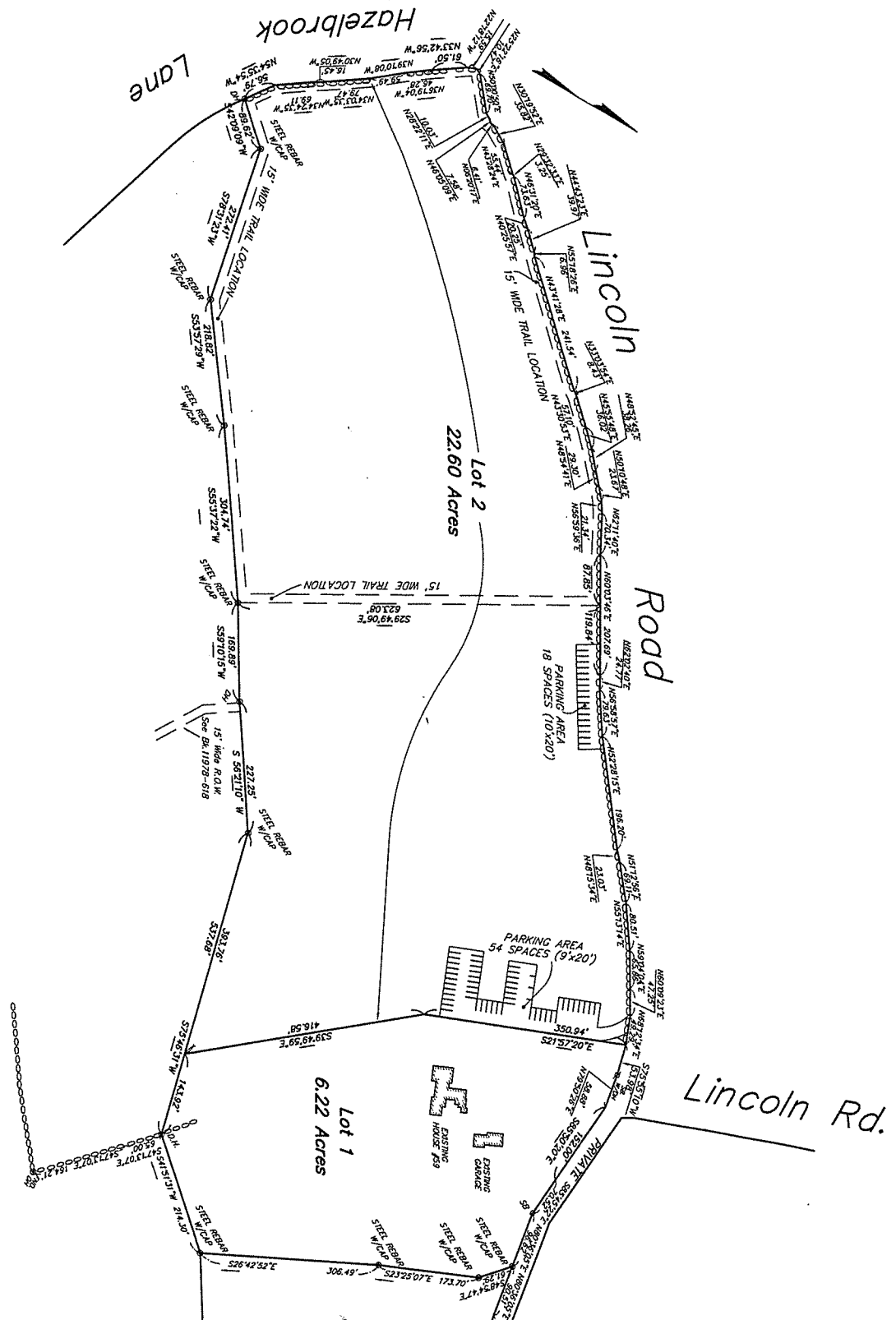
Owner/Applicant
Lincoln Road Trust,
Thomas Wray Federal Trustee
9 Dominion Square, Suite 40
Concord, Mass. 01742

1 CERTIFY THAT THIS PLAN
CONFORMS WITH THE RULES
AND REGULATIONS OF THE
MEMBERS OF BUREAU

14/12/01 14/12/01

4-750 (Rev. 7-81)

[illegible]



REFERENCE PLAN:
PLAN SHOWN FOR LAND
IN MAINTENANCE ASSIGNED BY
LINCOLN ROAD TRUST. SCALE:
1"=100'. DATED: DECEMBER
2005. PREPARED BY: AND E.
ROSE ASSOCIATES, INC.

Sheet Notes

No. Revision/Name Date

W. Town of
Wayland
Massachusetts
Town Survey Office

Plan of Land in Wayland, MA
Showing
Conservation Restriction &
Parking Areas
On Lot 2

Date: 4/7/2014
Scale: 1" = 100'