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CONSERVATION RESTRICTION

TO

WESTFORD LAND PRESERVATION FOUNDATION, INC.

I. GRANTOR CLAUSE

The Town of Westford, a Massachusetts municipal corporation, with an address of 55 Main Street, Westford, Massachusetts 01886 acting by and through its Board of Selectmen, its successors and assigns (hereinafter "Grantor"), grants as a gift to the Westford Land Preservation Foundation, Inc., a Massachusetts non-profit corporation, located at Westford, Massachusetts, and its successors and permitted assigns (hereinafter "Grantee"), a Conservation Restriction in gross and in perpetuity pursuant to Sections 31-33 of Chapter 184 of the General Laws upon land constituting approximately 287 acres, in the Town of Westford, Middlesex County, Massachusetts, shown as Parcel 32 on Westford Assessors' Map 35, Parcel 37 on Westford Assessors' Map 31, Parcel 8 on Westford Assessors' Map 36 and a 6,141 square foot lot shown on a Plan recorded at Middlesex North Registry of Deeds in Plan Book 97, Plan 91B and a 25,858 square foot lot shown on a Plan recorded at Middlesex North Registry of Deeds in Plan Book 99, Plan 62A and a 48,582 square foot lot shown on a Plan recorded at Middlesex North Registry of Deeds in Plan Book 99, Plan 62A, and further described in EXHIBIT A attached hereto and incorporated herein by reference (hereinafter "Premises"). A survey plan of the Premises will be recorded when it is completed. Said land being the Premises described in a deed from Isabel F. Hyams Fund, Inc. to the Grantor recorded in the Middlesex North Registry of Deeds in Book 18553 at Page 253.

II. PURPOSE

This Conservation Restriction is intended to meet the requirements of Section 12(a) of Chapter 44B of the General Laws, the Community Preservation Act, that real property interests purchased with monies from the Community Preservation Fund shall be bound by a permanent deed restriction that meets the requirements of Chapter 184 of the General Laws, limiting the use of the property to the purposes for which it was acquired.

Land at Depot Street and Nutting Road, Westford, MA

This Conservation Restriction is also intended to meet the requirements of a Drinking Water Supply Protection Grant administered by the Massachusetts Executive Office of Environmental Affairs.

The purpose of the acquisition of the real property interest is for the acquisition, creation and preservation of open space and water resources as defined in the Community Preservation Act; for the acquisition, creation, and preservation of land for recreational use as defined in the Community Preservation Act; for the acquisition and preservation of historic resources as defined in the Community Preservation Act; and for the rehabilitation or restoration of such open space and water resources, land for recreational use, and historic resources for the protection of, but not limited to, wildlife, wildlife habitat, and public and private water supplies.

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the General Laws. Its purpose is to ensure that the Premises will be retained in perpetuity predominantly in its natural, scenic, and open conditions and to prevent any use of the Premises that will significantly impair or interfere with the environmental interests and conservation values of the Premises. The Premises contain unusual, unique and outstanding qualities the protection of which will be of benefit to the public and its acquisition is consistent with public interest goals as stated in the Town of Westford Master Plan and the Westford Open Space and Recreation Plan (2002), as well as with the Executive Office of Environmental Affairs Merrimack River 5-Year Watershed Plan (2002-2007) and the Northern Middlesex Council of Governments Greater Lowell Regional Open Space Strategy Plan.

The Premises, composed of approximately 287 acres of land, is located near the historic center of Westford, Massachusetts, and contains forested uplands, wetlands, and meadows. Located on the Premises is Burge's Pond, a natural spring fed 19± acre pond historically used for recreation, and important for water resource protection. Stony and Keyes Brooks comprise part of the boundary of the Premises. Mature forests surround the water bodies and the diverse mix of wetlands and upland habitat types provide an ideal home for both waterfowl and land animals.

The Natural Heritage and Endangered Species Program of the Massachusetts Division of Fisheries and Wildlife identified a portion of the Premises as priority habitat for rare species. The Spotted Turtle (*Clemmys guttata*), listed as a species of special concern, is present on the Premises.

The protection of the Premises as open space creates a corridor of protected town-owned open space stretching nearly three miles and covering more than 500 acres from Nabnasset Lake to Mill Pond. In addition, the protection of the Premises provides for a large contiguous open space, thereby offering prime wildlife habitat and water resource protection that is not available on fragmented open space parcels.

For its drinking water, the town of Westford depends upon private wells and eight municipal wells, which wells supply water to about seventy percent (70%) of the residents. The Premises is located within the Stony Brook Aquifer, which provides all of the Town's water supply. The aquifer contains high and medium- yielding water supply zones with most of the Premises situated directly over the high-yield areas. In addition, the Premises is located just upstream from the two municipal supply wells.

It is the intention that the Premises will accommodate all or some of the following uses, with all such uses developed in a way that causes minimal environmental impact to the site and to the Premises.

- Conservation;
- Protection of water recharge areas and the quality and quantity of surface water and groundwater;
- Active and passive public recreational uses;
- The operation of an existing camp on the Premises for outdoor and environmental education; and
- Possible siting of a future municipal water supply well.

III. PROHIBITED ACTIONS AND USES

Subject to the Reserved Rights set forth in Section IV below, the following acts and uses are expressly prohibited on the Premises:

1. Conveying part or a portion of the Premises alone or subdividing the Premises, provided, however, that by Town Meeting vote, portions of Premises may be transferred from the Board of Selectmen to the care and custody of appropriate departments of the town of Westford for management;

2. Constructing, placing, installing any landing strip, mobile home, swimming pool, underground storage tank, asphalt or concrete pavement, sign, fence,

billboard or other advertising display, antennae, utility pole, tower, conduit, line, or any other temporary or permanent structure or facility on, above, or under the Premises;

3. Mining, excavating, dredging, or removing from the Premises soil, loam, peat, gravel, sand, rock or other mineral resource, or natural deposit except as necessary for proper soil conservation and then only in a manner that does not impair the purpose of this Conservation Restriction;

4. Placing, filling, or storing refuse; trash; vehicle bodies or parts; rubbish; junk; yard wastes, including grass clippings, leaves and brush; and any other kind of waste or other substance or material whatsoever;

5. Cutting, removing, or otherwise destroying trees, grasses, or other vegetation except for normal maintenance of the Premises;

6. Using off-road and similar motorized vehicles including snowmobiles, all terrain vehicles, and motorcycles, except for emergency vehicles and those owned or operated by the Grantor or its agents for maintenance of the Premises;

7. Conducting activities detrimental to drainage, flood control, water conservation, water quality erosion control, soil conservation, or archaeological conservation;

8. Disturbing fallen trees and branches, provided, however, that upon storm events fallen trees and branches may be repositioned as necessary to protect public safety, health, and welfare.

9. Applying commercial pesticides or fertilizers without complying with the provisions of an integrated pest management plan specific for the Premises, using sodium chloride for ice control, or storing deicing compounds of any kind;

10. Using or maintaining public facilities that do not connect to a public sewer system or to a subsurface disposal system that meets the requirements of the State Environmental Code, Title 5, 310 Code Mass. Regs. 15.000, as that may be amended from time to time, and meets the requirements of any local regulation.

11. Using the Premises for Industrial, Commercial or Residential purposes.

12. Using the Premises or conducting any other activity on the Premises that is inconsistent with the purposes of this Conservation Restriction or which use or activity would materially impair significant conservation values and environmental interests unless necessary for the protection of the conservation values of the Premises and the environmental interests that are the subject of this Conservation Restriction.

IV. RESERVED RIGHTS

Notwithstanding the provisions of Section III, the Grantor reserves to itself and its successors the right to conduct or permit the following acts and uses on the Premises but only if such activities and uses are consistent with the purposes of this Conservation Restriction and do not materially impair the conservation values of the Premises or the environmental interests that are the subject of this Conservation Restriction.

Provided further, that the Grantor follows the notice and approval process as defined in Section V for those activities identified in this Section IV as requiring such process. All acts and uses not explicitly permitted by this Section IV and not explicitly prohibited by Section III may be undertaken but only with prior notice to and approval of the Grantee through the notice and approval process defined in Section V.

Provided further, that the Town of Westford Master Plan, as it may be amended, may contain a description of and otherwise regulate the activities and uses for the Premises consistent with the provisions of this Conservation Restriction and such are incorporated in this Conservation Restriction as if herein restated. In addition, the Grantor may promulgate rules and regulations that govern the permitted activities and uses of the Premises and may suspend such activities and uses when the Grantor determines that such are not consistent with the purposes of this Conservation Restriction or are impairing the conservation values of the Premises or the environmental interests that are the subject of this Conservation Restriction. Any such rules and regulations shall be consistent with the Town of Westford Master Plan.

Provided further, that the Grantor shall conduct all activities and uses in compliance with all applicable Federal, state, and local laws, including but not limited to the

Federal Americans with Disabilities Act, Title 42, United States Code §§ 12101 *et seq.*, and the Massachusetts Wetlands Protection Act, Gen. Laws, c. 131, §40.

RECREATION

1. Passive Recreational Activities. As appropriate,
   (a) Fishing;
   (b) Boating, limited to the use of non-motorized boats and specifically prohibiting any motorized watercraft, with the exception of motorized watercraft for the management of nuisance aquatic vegetation, motorized watercraft necessary for public safety, and electric motorized watercraft with limited horsepower to allow disabled individuals to board said non-motorized watercraft;
   (c) Hiking;
   (d) Horseback riding and biking in designated areas that are clearly marked for such activities;
   (e) Cross-country skiing;
   (f) Swimming; and
   (g) Other non-motorized outdoor recreational activities that do not materially alter the landscape or degrade environmental quality and are consistent with the purposes of this Conservation Restriction.

2. Athletic Fields. Substantially within an area marked on the Conservation and Recreation Plan as the "Recreation Area," attached as EXHIBIT B hereto, the construction, use, and maintenance of athletic fields for the public, but not including structures such as stadiums or ancillary structures such as field houses, provided, however, bleachers or other appropriate sitting areas, restrooms, changing rooms, and storage sheds may be constructed but only to serve users of the athletic fields except that new construction and expansion of existing or future construction is subject to the approval of the Grantee through the notice and approval process defined in Section V. The use of commercial fertilizers or pesticides (herbicides and insecticides) is permitted on the Recreation Area but only in accordance with the integrated pest management plan for this Recreation Area and only after approval of the Westford Integrated Pest Management Committee, its successors or assigns, that may require the installation of groundwater monitoring wells.

TRAILS, ROADWAYS, SIGNS, AND FENCES

3. Trails. The location, re-location, construction, use, maintenance, and marking of unpaved trails for pedestrian use, limited horseback riding, and limited non-motorized bicycling use except that new trail construction and expansion of existing trails are subject to the approval of the Grantee through the notice and approval process defined in Section V. Such bicycle trails may incorporate impervious surfaces where necessary to protect the conservation values of the Premises and may, if appropriate, connect to a regional bicycle trail system.

4. Roadway Maintenance. The maintenance of presently existing roadways, paved or unpaved, located on the Premises substantially in their present condition or as reasonably necessary for the uses hereinafter permitted but without enlargement. With prior notice to and approval of the Grantee through the notice and approval process defined in Section V, as may be necessary for the uses allowed herein, the construction of new roadways, the enlarging of existing roadways, or the paving of existing unpaved roadways

5. Signs. The erection, maintenance, and replacement of a reasonable number of signs of an appropriate size to identify the camp, athletic fields, educational and passive recreational opportunities, and existing protected conservation values. In addition, a sign shall recognize the partnership effort to protect the Premises for conservation.

6. Fences. The erection, maintenance, and replacement of needed fencing of appropriate design consistent with the purposes of this Conservation Restriction and to protect the conservation values and environmental interests of the Premises, which fences shall not impair wildlife movement, unless the purpose of the fence is to limit migration, and shall be visually non-obtrusive and compatible with the New England landscape and except that new fence construction and expansion of existing fences are subject to the approval of the Grantee through the notice and approval process defined in Section V.

PARKING AREAS

7. Parking Areas for Visitors. With prior notice to and approval of the Grantee through the notice and approval process defined in Section V, the location and construction of pervious parking areas to serve trail heads and camp sites. The location, number, and size of these parking areas shall be determined by

environmental protection concerns and not solely by use demands and shall be consistent with the purposes of this Conservation Restriction.

8. Parking Lots for Athletic Fields. Within the area marked as Recreation Area on the Conservation and Recreation Plan, the construction, use, and maintenance of a parking area to serve the athletic fields. The design of said parking area, although taking into consideration safety concerns, shall be controlled by environmental protection concerns including but not limited to protection of groundwater quality and quantity, which may require that the parking area be of either pervious or impervious material and/or provide catch basins or dry wells that shall be preceded by oil, grease, and sediment traps to facilitate removal of contamination and, as such, all recharge areas shall be permanently maintained in full working order by the Grantor, subject to review by the Grantee.

ECOSYSTEM MANAGEMENT

9. Forestry. In accordance with generally accepted forest management practices and, if appropriate, pursuant to the provisions of Chapter 132 of the General Laws, the Massachusetts Forest Cutting Practices Act,

(a) Selective pruning and cutting of trees, shrubs, or other vegetation incidental to: forest fire prevention or management; unpaved trail establishment, marking, and maintenance; control or prevention of an imminent hazard to structure or life; control or prevention of a grave or formidable disease; control and removal of invasive or exotic species; to provide firewood for camp use; or to preserve the present condition of the Premises, including vistas, woods, roadways, and trails; and

(b) With prior notice to and approval of the Grantee through the notice and approval process defined in Section V, the establishment of limited timber harvesting for certain purposes, including but not limited to the purpose of addressing damage from storm, insect or disease, but not for the sole purpose of generating revenue. Said limited timber harvesting shall be in accordance with a plan, prepared by a professional forester and approved by the Grantee, that is consistent with the purposes of this Conservation Restriction and designed to protect the conservation values of the Premises, including without limitation, scenic and wildlife habitat values.

10. Native Plant and Animal Species Management and Wildlife Habitat Improvement. With the prior written approval of the Grantee, following the notice and approval process as defined in Section V,

(a) taking measures, including but not limited to excavating soil and rock, clearing and uprooting plants, prescribed burning, and mowing, to maintain, enhance, or restore plant communities, wildlife, and wildlife habitat especially as those concern rare or endangered animal and plant species and their habitats;

(b) selective hunting with the consultation of a wildlife biologist to control or prevent disease or documented overpopulation of a species.

11. Management of Nuisance Vegetation in Burge's Pond and other Waterbodies. With prior notice to and approval of the Grantee through the notice and approval process defined in Section V, the use of an integrated pest management plan, developed and approved by the Westford Integrated Pest Management Committee, its successors or assigns, to control nuisance vegetation in Burge's Pond and other waterbodies located on the Premises. Said integrated pest management plan shall be compatible with maintaining the quality of the water to meet the Massachusetts drinking water standards and, where necessary, shall be developed in consultation with a qualified scientist. Mechanical removal of nuisance vegetation along existing beaches on Burge's Pond shall not require Grantee approval for a distance of 75 feet from the waterline into the Pond.

CAMP USES AND ACTIVITIES

12. Existing Campground Structures and Use of Campground Site. In accordance with the Town of Westford Master Plan and the Westford Open Space and Recreation Plan, as those may be amended from time to time and substantially within the areas marked on the Conservation and Recreation Plan as "Camp Areas," attached as EXHIBIT B hereto, the use, repair, and maintenance of structures for camp and environmental educational purposes and, as necessary, the use, repair, and maintenance of camp utility lines and poles outside the designated "Camp Areas". Provided however that in no case shall there be any alteration to the shoreline of Burge's Pond for the expansion of beach areas or any other use. And provided that there shall be no expansion of camp and educational structures without approval by the Grantee through the notice and approval process defined in Section V. The demolition and/or removal of existing camp buildings, structures and associated utilities and the extinguishment of Camp Areas.

13. Repair or Replacement of Septic System Servicing Camp Facilities. Within the area marked on the Recreation Plan as Camp Area, the repair or replacement of existing sewage disposal systems in compliance with state and local regulatory requirements; and with approval of the Grantee through the notice and approval process defined in Section V, repair and replacement of existing sewage disposal systems in areas adjacent to said Camp Area.

MUNICIPAL WATER SUPPLY

14. Well. The construction and maintenance of a drilled or driven well or wells for municipal water supply along with an access roadway, parking and accessory buildings, and the installation and repair of underground utility lines running between said wells and public roads but not including administrative office buildings and water treatment facilities. Any above-ground well structure or associated building, as limited above, shall be kept to the minimum size necessary for well operation and shall be consistent with the Zone I and Zone II wellhead protection policies and regulations of the Massachusetts Department of Environmental Protection.

MISCELLANEOUS ACTIVITIES

15. Educational and Recreational Structures. The construction, maintenance, repair, and replacement of structures for use by the public for environmental educational and passive recreational purposes, including but not limited to interpretive signs, exhibits, and benches. Construction of any new structure or relocation of any existing structure is limited by the provisions of paragraph 12 above concerning the Camp Area and may only occur following the notice and approval process as defined in Section V. Any new environmental educational and recreational structures shall be limited in size and number and all structures shall be designed and located so as not to have a deleterious impact on the environmental interests and conservation values (including scenic values) of the Premises and shall be consistent with the purposes of this Conservation Restriction.

16. Composting. The stockpiling and composting of stumps, tree and brush limbs, and similar biodegradable materials originating on the Premises in suitable locations where the presence of such materials will not have a deleterious impact on or otherwise materially interfere with the purposes (including scenic values) of this Conservation Restriction.

17. Incidental Maintenance. Excavation and removal from or placing on the Premises soil, gravel, or other mineral resource or natural deposit as may be incidental to the maintenance of good drainage, soil conservation practices, or to other permissible use of the Premises, provided that such activities follow generally accepted soil conservation practices and that disturbed areas are re-vegetated with native plants, provided, however, a mixture of native and non-native plants may be used in the Field Area and Camp Area and, in other areas, for erosion control.

18. Alternative Public Facilities. Use and maintenance of legally permissible temporary, portable, self-contained public facilities and legally permissible alternative sewage disposal systems, subject to the approval of Grantee through the notice and approval process defined in Section V.

V. NOTICE AND APPROVAL BY GRANTEE; PARTICIPATION OF GRANTEE IN TOWN OF WESTFORD COMMITTEES

1. Process for Notice to and Approval by Grantee. Reference below to days shall refer to calendar days without regard to non-business days or holidays.

a. Notice to Grantee.

Unless otherwise provided herein or by law, the Grantor shall notify Grantee in writing, sent by certified mail, return receipt requested, at least sixty (60) days before the planned commencement of any uses or activities on the Premises that require the approval of the Grantee under this Conservation Restriction. The Grantor shall also in the same manner seek approval of the Grantee before allowing or undertaking any uses or activities that may significantly impair the environmental interests or conservation values of the Premises or be inconsistent with the purposes of this Conservation Restriction.

The written notice shall describe the nature, scope, design, location, timetable, and intent of the proposed activity sufficient to allow the Grantee to make an informed decision. The written notice shall also set forth the provisions of this section relating to deemed approval after the passage of time. The Grantor shall submit to Grantee any other such plans and other information as Grantee shall reasonably require that would enable the Grantee to determine whether the use or activity is consistent with the purposes of this Conservation

Restriction and protective of the environmental interests and conservation values of the Premises.

b. Response of Grantee.

With respect to those activities or uses that require the Grantee's approval, the Grantee shall grant or withhold its approval in writing within sixty (60) days of receipt of Grantor's written request of the Grantee's approval. The Grantee shall not unreasonably withhold, condition, or delay its approval.

The Grantee may withhold its approval only upon a reasonable determination by the Grantee that the action as proposed would be inconsistent with or materially impair the purposes of this Conservation Restriction or the environmental interests or conservation values of the Premises protected by this Conservation Restriction or would violate any applicable statute, by-law, rule, or regulation. The Grantee shall state its decision and the reasons for its decision in the denial notice.

Failure of Grantee to respond in writing within sixty 60 days of receipt of the notice 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 the passage of time. Such sixty (60) days time limitation may be extended by mutual written agreement between the Grantor and the Grantee.

2. Participation of Grantee in Town Committees.

The Grantee may designate a representative to participate as a voting member in the town of Westford's Integrated Pest Management (IPM) Committee as that Committee addresses issues concerning the application of an integrated pest management plan on the Premises.

As mutually agreed upon by the Grantor and Grantee, the Grantee may designate a representative to participate in other committees of the town of Westford that make decisions relative to the maintenance of the Premises, including but not limited to the continued development of the Town of Westford Master Plan and Open Space and Recreation Plan.

VI. REMEDIES; WAIVER

The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to its condition prior to the time of the complained of injury (it being agreed that the Grantee may have no adequate remedy at law), and such rights shall be in addition to and not in limitation of any other rights and remedies available to the Grantee.

This Conservation Restriction shall be enforced by the Grantee at its discretion. Nothing herein shall impose upon the Grantee any affirmative obligation or liability relating to the condition of the Premises. Failure by the Grantee to enforce any provision or condition set forth herein, or to exercise any rights hereby conveyed, shall not constitute a release or waiver of any such right or condition.

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any action against the Grantor for any injury to or change in the condition of the Premises resulting from natural causes beyond the Grantor's control, including but not limited to fires, floods, storms, and earth movements, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises.

VII. RIGHT OF ACCESS; MANAGEMENT; INSPECTION; MONITORING AND ENFORCEMENT

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

1. There is hereby granted to Grantee and its representative the right to enter the Premises (a) at reasonable times and in a reasonable manner for the purpose of inspecting the same to determine compliance herewith and (b) after thirty (30) days prior written notice to the Grantor, to take any and all actions with respect to the Premises as may be necessary or appropriate, with or without order of court, to remedy, abate or otherwise enforce any violation hereof. Except that before instituting civil litigation or other court action, Grantee shall participate in good faith mediation with Grantor regarding the alleged violation. The Grantee and all others claiming any rights to use the Premises

shall exercise their rights conveyed hereunder at their risk. The Grantee and all others claiming any rights to enter upon or use the Premises in connection with the stewardship activities of the Grantee hereby release the Grantor, its successors and assigns, from and against any and all liability for damages, costs, losses and expenses, resulting from, arising out of or in any way connected with the ownership and use of the Premises.

2. Except for the Camp Area during camp season and scheduled programming, there is hereby granted to the general public the right to access the Premises for passive and active recreation subject to reasonable rules and regulations and subject to the right of the Grantor to curtail, reduce, and suspend allowed uses where any use has become inconsistent with the purposes of this Conservation Restriction or damaging to the environmental interests and conservation values of the Premises that are protected by this Conservation Restriction. Any liability of the Grantor and Grantee in making land available to the public is limited under the provisions of Section 17C of Chapter 21 of the General Laws.

3. This instrument shall not prohibit or impair the pre-existing rights of others, of record, if any there may be, to pass and repass within the Premises.

4. The 30 days prior written notice requirement set forth above shall not be required if an imminent and substantial threat to the Premises' conservation values requires an immediate response; in such an event Grantee may take any and all actions with respect to the Premises as may be necessary or appropriate, with or without order of court, to remedy, abate or otherwise enforce any violation hereof, so long as Grantee in advance has notified Grantor in writing of the violation and its intended course of action.

VIII. COSTS AND TAXES; LIABILITY

Grantor agrees to pay and discharge when and if due any and all real property taxes and other betterment charges or assessments levied by competent authority on the Premises. Grantor reserves the right to appeal any such levy to the proper authority.

IX. BINDING EFFECT; RELEASE; RECORDATION

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

This Conservation Restriction may only be released, in whole or in part, by the Grantee pursuant to the procedures established by Section 32 of Chapter 184 of the General Laws, or any successor statute, rule, or regulation and in accordance with Article 97 of the Amendments to the Massachusetts Constitution, and any other applicable law or regulation.

The Grantee is authorized to record or file any notices or instruments appropriate to ensure the perpetual enforceability of this Conservation Restriction. The Grantor, for itself and its successors and assigns, appoints the Grantee its attorney-in-fact, coupled with an interest, to execute, acknowledge, and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree to execute any such instrument upon request.

X. ASSIGNMENT

The benefits of this Conservation Restriction shall be in gross and shall not be assignable by the Grantee, its successors and assigns, unless the assignee is a "qualified organization" as defined in Section 170(h)(3) of the Internal Revenue Code of 1986, as amended, including, without limitation, a governmental entity, and the assignee(s), at the time of assignment, qualifies under Section 32 of Chapter 184 of the General Laws as an eligible donee to receive this Conservation Restriction directly. Provided further that, as a condition of such assignment, the assignee is required to hold this Conservation Restriction and enforce its terms for conservation purposes. The Grantee shall notify the Grantor in writing at least ninety (90) days before it assigns this Conservation Restriction and shall not make said assignment without the approval of the Grantor acting by and through its Board of Selectmen.

XI. SUBSEQUENT TRANSFERS

As stated in Section III above, the Premises cannot be transferred or conveyed in part, except, however, by Town Meeting vote portions of Premises may be

transferred from the Board of Selectmen to appropriate Town departments for custody and management. The Grantor agrees to incorporate the terms of this Conservation Restriction, in full or by reference, in any deed or other legal instrument by which the Grantor conveys or transfers any interest in all or a portion of the Premises, including without limitation, a leasehold interest. The Grantor shall notify the Grantee in writing at least thirty (30) days before conveying or transferring the Premises as aforesaid, or any interest therein (including a lease).

XII. EXTINGUISHMENT

If circumstances arise in the future that would render the purposes of this Conservation Restriction impossible to accomplish, this Conservation Restriction can only be terminated or extinguished, whether in whole or in part, according to law. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then the Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises by the Grantor, shall be entitled to a portion of the proceeds in accordance with paragraph (1) below, subject, however, to any applicable law that expressly provides for a different disposition of proceeds. The Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth herein and Section 63 of Chapter 44 of the General Laws.

1. Grantor and Grantee agree that the grant by the Grantor of this Conservation Restriction gives rise to a property interest, immediately vested in Grantee, with a fair market value Grantor and Grantee agree that, because this Conservation Restriction is a gift, it will be valued at four and eight tenths percent (4.8%) of the unrestricted fair market value at the time of this grant.

2. Should this Conservation Restriction be extinguished over all or any portion of the Premises by judicial decree or by act of public authority, the Grantee shall be entitled to a portion of the proceeds equal to the proportionate value of the Conservation Restriction, as set forth in paragraph 1 above subject, however, to any applicable law that expressly provides for a different disposition of proceeds. If the conservation interests protected hereby are unaffected by the taking, and the only interest taken by public authority is the Grantor's interest, then the proceeds from such taking shall be payable in their entirety to Grantor.

3. Whenever all or any part of the Premises or any interest therein is taken by a public authority (other than the Commonwealth) under power of eminent domain, or if all or any part of this Conservation Restriction is extinguished by act of public authority (other than the Commonwealth), then the Grantor and Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. If the public authority is the Commonwealth, the Grantor and Grantee shall pursue their remedies separately.

XIII. AMENDMENT

If circumstances arise under which amendment to or modification of this Conservation Restriction would be appropriate, subject to the applicable requirements of Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, the Grantor and Grantee may by mutual written agreement jointly amend this Conservation Restriction; provided, however, that no amendment shall be made that will adversely affect the qualification of this Conservation Restriction or the status of the Grantee under any applicable laws, including Section 170(h)(3) of the Internal Revenue Code of 1986, as amended, and Sections 31 – 33 of Chapter 184 of the General Laws of Massachusetts. Provided further that any such amendment shall be consistent with the purposes of this Conservation Restriction; shall not permit residential, commercial, or industrial development of the Premises beyond that permitted by the terms of this Conservation Restriction on its effective date; and shall not permit any impairment of the significant conservation values of the Premises. Any such amendment shall not be effective until (1) the Grantee and the Grantor or its successors or assigns, through Town Meeting vote if required have duly executed the instrument; (2) the administrative approvals required by Section 32 of Chapter 184 of the General laws have been obtained including the approval of the Secretary of the Executive Office of Environmental Affairs; (3) if applicable, the approval of the Legislature as required by the provisions of Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts has been obtained; and (4) the executed amendment with marginal notation to this Conservation Restriction has been recorded with the Middlesex North Registry of Deeds in Middlesex County, Massachusetts.

XIV. SEVERABILITY

If any section or provision of this Conservation Restriction shall be held to be unenforceable by any court of competent jurisdiction, the Conservation Restriction shall be construed as though such section had not been included in it.

XV. MISCELLANEOUS

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

2. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed to achieve the purposes of this Conservation Restriction and the policy and purpose of Sections 31 – 33 of Chapter 184 of the General Laws. If any section or provision of the Conservation Restriction shall be susceptible to two constructions, one of which would render such section or provision invalid, then such section or provision shall be given the construction that would render it valid. If any section or provision of this instrument is ambiguous, it shall be interpreted consistent with the purposes of the Conservation Restriction and in accordance with the policies and provisions expressed in Sections 31 – 33 of Chapter 184 and Chapter 132A of the General Laws.

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

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

5. Approval. Approval of this Conservation Restriction pursuant to Section 32 of Chapter 184 of the General Laws by municipal officials and the Secretary of 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.

6. Notice. Any notice, demand, request, consent, approval, or communication that either the Grantor or the Grantee desires or is required to give to the other shall be in writing and sent by certified first class mail, postage prepaid, addressed as previously provided in Section I of this Conservation Restriction.

7. Documentary Stamps. No documentary stamps are required as this Conservation Restriction is a gift.

XVI. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall within twenty (20) calendar days execute and deliver to the Grantor any document, including an estoppel certificate, that certifies the Grantor's compliance with any obligation of the Grantor contained in this Conservation Restriction.

XVII. 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, or if registered land, it has been registered, at the Middlesex North Registry of Deeds.

XVIII. RECORDATION

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

[Signature pages follow.]

EXECUTED under seal this 28TH day of March, 2005

TOWN OF WESTFORD
BY ITS SELECTMEN

Robert Jefferies, Chair

Geraldine Healy-Coffin

Christopher A. Romeo

Allan Loiselle

James Silva

On this 28th day of March before me, the undersigned notary public, personally appeared Robert Jefferies, Chair, Geraldine Healy-Coffin, Christopher A. Romeo and James G. Silva proved to me through satisfactory evidence of identification, which was personally known to me to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for the stated purpose.

Bethia A. Kinney
Notary Public

9/16/07
My Commission Expires:

ACCEPTANCE BY
WESTFORD LAND PRESERVATION FOUNDATION, INC.

I, Christie Williams, being a duly authorized official, on behalf of Westford Land Preservation Foundation, Inc., a Qualifying Receiving Entity, hereby accept the grant of the foregoing Conservation Restriction and Public Access Easement.

By: Christie L Williams

Name: Christine L Williams

Title: President, Board of Directors

Date: 4/7/05

On this 7 day of April 2005, before me, the undersigned notary public, personally appeared

and proved to me through satisfactory evidence of identification, which was personally Known to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for the stated purpose.

Patricia L Duley
Notary Public

11-4-05
My Commission Expires:

APPROVAL OF SECRETARY OF ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS

The undersigned Secretary of the Executive Office of Environmental Affairs of the Commonwealth of Massachusetts hereby certifies that the foregoing Conservation Restriction to Westford Land Preservation Foundation, Inc. has been approved as being in the public interest pursuant to Massachusetts General Laws Chapter 184, Section 32. Said approval is not to be construed as representing the existence or non-existence of any pre-existing rights, if any, in and to the Property, and any such pre-existing rights, if any, are not affected by the granting of this Conservation Restriction.

Date: May 25, 2005

Secretary, Executive Office of Environmental Affairs

On this 25th day of May, before me, the undersigned notary public, personally appeared Ellen Roy Herzfelder

and proved to me through satisfactory evidence of identification, which was personal knowledge of identity to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for the stated purpose.

Notary Public

Dec. 15, 2011
My Commission Expires:

EXHIBIT A

Parcel One

The land in Westford, Middlesex County, Massachusetts, bound and described as follows:

First Parcel:

A parcel of land containing about thirty-six (36) acres on the westerly shores of Burges Pond bounded and described as follows: Beginning at the northwesterly corner thereof at the meadow and at land formerly of Jepthah Trowbridge, thence northeasterly by said Trowbridge land to a white oak; thence more easterly by land formerly of Adams Fletcher and John Cummings and southeasterly by land formerly of Ruth Patch to said Pond, the distance from said tree to said Pond being about fifteen hundred thirty-six (1536) feet; thence southeasterly, southwesterly and southeasterly by the shore of said pond about eight hundred nine (809) feet to land formerly of Abijah Fletcher; thence southwesterly by said Fletcher land about eight hundred sixty-six (866) feet to a stone bound; thence northwesterly by said Fletcher land about three hundred forty (340) feet to a stone bound; thence southwesterly still by said Fletcher land about two hundred seventeen (217) feet to the meadow bottom, so-called; thence northerly and northwesterly by the meadow bottom, to the point of beginning.

Second Parcel:

A parcel of land situated in Westford, Middlesex County, Massachusetts, bounded and described as follows: Beginning at the southeasterly corner of the granted premises at a point formerly marked by a pitch pine tree and now by a stone bound at land formerly of Joseph Fletcher; thence southwesterly on said Fletcher land to Burges Pond; thence northwesterly on said pond, to a corner at land formerly of Samuel Davis; thence northerly, crossing the path, and easterly and northerly on said Davis land to land formerly of Charles Read; thence southeasterly on said Read land to a black oak tree; thence westerly on said Read land about four (4) rods to a stump and stones; thence southeasterly on said Read land to the point of beginning.

Parcel Two

Two adjoining parcels of land situated in the northerly part of Westford, Middlesex County, Massachusetts and bounded and described as follows:

First Parcel:

A certain parcel of wood and meadow land situated in the Northerly part of said Westford, containing about seventy four acres and one hundred and thirty square rods and being all the parcel marked "Young Growth" as shown on a Plan entitled "Plan of a Part of the Abijah Fletcher Estate, Westford, Mass." And recorded with Middlesex North District Registry of Deeds, Book of Plans 11, Plan 30.

Second Parcel:

A certain other parcel of woodland situated in the northerly part of said Westford, containing about fourteen and one-fourth acres and being all the parcel marked "Old Growth" on said first named plan and the same marked "Old Growth South of the Pond" on a Plan entitled "Plan of a Part of the Abijah Fletcher Estate, Westford, surveyed Aug. 29, 1864 by E. J. Colburn" recorded in Middlesex North District Registry of Deeds in Plan Book 29, Plan 69.

Parcel Three

The land in Westford, Middlesex County, Massachusetts situated near Westford Depot so called, on the westerly side of Depot Road, sometimes called the Road to Dunstable and the Road to Tyngsborough, containing seventy acres, more or less, and bounded and described as follows:

Beginning at the southeasterly corner of the granted premises on the westerly side of said Depot Road and at the northeasterly corner of a lot of land conveyed by George W. Heywood and others to Walter Wyman by deed dated August 14, 1875, and recorded with Middlesex North District Registry of Deeds, Book 114, Page 11, and thence running north 21° west by said Road twenty five rods more or less; thence north 19 ½° west nineteen and 23/100 rods more or less to land formerly of J.A. Young, supposed to be now or formerly of Francis E. Reginer; thence north 87 ¾° west by said Reginer land twenty-four rods, more or less, to the corner of a wall; thence north 31 ¾° west fourteen rods; north 39 ¾° west twenty-four rods; north 40 ¾° west twelve rods; and north 42 ½° west ten and 21/100 rods, all of said distance being more or less, and all being on a wall by land of owners unknown, to a corner of the wall; thence south 65 ½° west six rods; south 67° west twenty rods; south 64 ½° west ten rods; south 58° west twenty-two rods; south 66° west seven rods; and south 58° west seven rods, all of said distance being more or less, and being on land formerly of Nutting and land of Sarah Cummings, now of owners unknown, to Burge's Pond, so called; thence southeasterly, southerly and southeasterly again by said Pond thirty-one and 4/10 rods more or less to a point formerly marked by a white birch tree at the most northerly corner of a lot of land known as the "Old Growth, south of the Pond", conveyed by George W. Heywood and others to Oscar R. Spalding by deeds dated Jan. 23, 1912, Feb. 2, 1912 and Feb. 2, 1912 and recorded in said Registry of Deeds in Book 482, Pages 38, 35 and 42, respectively; thence south 52 ½° east eighteen and 7/10 rods; south 41° east ten rods; south 81 ¾° east seven rods; north 74 ½° east eight and 6/10 rods; north 51° east five rods; east seven rods; south 73° east six rods; south 14 ½° east three and 7/10 rods; south 7° east nineteen rods; south 25 ½ ° east seventeen rods and south 29° east thirty and 15/100 rods, all of said distances being more or less, and being on land conveyed as aforesaid to Oscar R. Spalding, to land now or formerly of the Stony Brook Railroad; thence north 87 ½° east twenty and 4/10 rods; north 87 ½° east twelve rods, south 89 ¾° east ten rods; north 87 ½° east seven and 8/10 rods; and north 55° east four and 3/10 rods, all of said distance being more or less, and all being by said Stony Brook Railroad land, to the southwesterly corner of a lot of land conveyed by said George W. Heywood and by Charles H. Fletcher to Emma D. Whidden by deed dated May 13, 1892, and recorded with said Registry of Deeds, Book 233, Page 78; thence northerly by the westerly face of a bank wall

on the easterly side of Keyes Brook, so called, one hundred and ten feet, more or less, by said Whidden land, to the end of said wall; thence northerly in a straight line by said Whidden land to the southwesterly corner of a lot of land conveyed to William W. Johnson by three deeds, the first from Frederick A. Fisher as Conservator, dated July 7, 1919, the second from Elizabeth C. Hildreth dated Dec. 28, 1918, and the third from Elizabeth C. Hildreth, Trustee, dated Dec. 28, 1918, recorded respectively with said Registry of Deeds, Boo, 610, Page 208, Book 610, Page 208, and Book 610, Page 209; thence northwesterly by the median line of said Brook four hundred and twenty feet more or less by said Johnson land to the southwesterly corner of said lot of land conveyed to Walter Wyman; thence northwesterly by said Wyman land five rods more or less to a corner; thence north 73° east eighteen and 7/10 rods, more or less by said Wyman land, supposed to be now of one Carmichael, to the point of beginning.

Excepting therefrom Lots 1, 2 and 3 shown on plan entitled "Plan of Land in Westford, Mass. Owned by Isabel F. Hyams Fund, Inc." by David W. Perley and dated Jan. 10, 1986, recorded with Middlesex North District Registry of Deeds in Plan Book 155, Plan 147 and re-recorded in Plan Book 155, Plan 177.

Parcel Four

A certain parcel of land situated in the northerly part of Westford in the County of Middlesex, Commonwealth of Massachusetts bounded and described as follows:

Beginning at the northern corner thereof at land of the grantee at a stone bound shown on a Plan entitled "Plan of Land in Westford, Mass., surveyed for John Hornbrook", dated May 3, 1932, by Brooks, Jordan & Graves, Civil Engrs., recorded in the Middlesex North District Registry of Deeds in Plan Book 57, Plan 1, which stone bound is distant northwesterly 87 ½ feet from a stone bound marked on said Plan as set April 22, 1932; thence running southwesterly by land formerly of Sarah C. Cummings and later of Alec Fisher and Oscar R. Spalding and now of the grantee, up a bank to a stone bound on the top of the bank shown on said plan; thence running southeasterly by said land of the grantee to the former site of a pine tree, now decayed, and to a stone post set in the ground at land formerly of Joseph Fletcher and later of Heywood and Fletcher; thence turning and running northeasterly by said Heywood and Fletcher land to the corner of a wall near Keyes Brook and continuing in the same direction to the center line of Keyes Brook; thence turning and running northwesterly by the center line of Keyes Brook to the land conveyed by the grantors to Nellie L. Smith by their deed dated May 13, 1932, and recorded with Middlesex North District Deeds, Book 813, Page 275, being the land shown on the plan hereinabove referred to; thence turning and running by said Nellie L. Smith land southwesterly to the stone bound shown on said plan as set April 22, 1932; thence turning and running northwesterly 87 ½ feet by said Nellie L. Smith land to the point of beginning.

Parcel Five

A certain tract of woodland situated in the northerly part of Westford in the County of Middlesex, Massachusetts, containing five acres more or less, bounded and described as follows: Beginning at the northeasterly corner of the premises at a stone bound set in the ground at land formerly of John Cummings, 2nd, and thence running Westerly by land of said Cummings and land formerly of Ruth Patch and now of Waldo P. Lapham to a stake and stones at Burges's Pond; thence southerly by said Pond to a stake and stones at land formerly of Timothy Cummings, deceased, and now of the grantee; thence Easterly crossing the cart path by said land of the grantee to a white oak tree, marked; thence Easterly on the northerly side of the cart path by land of the grantee to a stone set in the ground at land formerly of Asia Nutting, which was conveyed by John Hornbrook and Susie Hornbrook to Nellie L. Smith by deed dated May 13, 1932, recorded with Middlesex County North District Deeds, Book 813, Page 275; thence Northerly by said last-mentioned land to the bound first mentioned.

Parcel Six

A certain parcel of land situated in said Westford, Middlesex County, Massachusetts, near Burges Pond, so-called, and bounded: Beginning at an oak tree about 29 rods in a northerly direction from said pond in the line of land formerly of I. E. and G. T. Day, and now of the grantee; thence northerly on said land of the grantee 6 rods and 18 links to a corner; thence northwesterly 35 rods and 13 links on land formerly of Nutting, and now of Nellie L. Smith; thence westerly by land formerly of the heirs of Thomas Richardson 10 rods and 22 links; thence westerly again by land formerly of said heirs 12 rods and 14 links, and still westerly on said heirs' land 8 rods and 2 links; thence still westerly on said heirs' land 10 rods to a corner at land formerly of T. & J. Blodgett; thence southerly on said Blodgett land 43 rods and 5 links to a stone bound at land formerly of William Kittredge and now of the grantee; thence easterly by said land of the grantee 12 rods to a corner; thence continuing easterly by land formerly of Ruth Patch 51½ rods to the point of beginning; containing 13 acres, more or less.

Parcel Seven

A certain parcel of land situated in the northerly part of Westford in the County of Middlesex, Massachusetts on Burges Pond, bounded as follows: Beginning at a rock at the southerly corner of the premises and running north 55° east, five and 55/100 (5.55) rods by land of the grantee to a corner formerly marked by a spotted maple tree; thence turning and running north 44 ½° west nine and 4/10 (9.4) rods by land formerly of Henry O. Keyes and now of the grantee to a stone bound; thence turning and running south 32° west eleven (11) rods to said Burges Pond; thence turning and running by the shore of said pond eight (8) rods to the point of beginning.

Parcel Eight

A certain parcel of land situated in Westford in the County of Middlesex, Massachusetts, and bounded and described as follows

Beginning at the Southwesterly corner of the premises at a stone post on Burgess Pond at land now or formerly of William Kittredge; thence running Northwesterly in a straight line on said Kittredge land to a stone bound; thence northerly still on said Kittredge land in a straight line to a stone bound at land formerly of Nathan P. Prescott; thence Easterly on said Prescott land about fifty-one and ½ (51 ½) rods to land now or formerly of George T. and Isaac E. Day; thence Southerly on said Day land about twenty-nine (29) rods by estimation to said Pond; thence Westerly on said Pond to the point of beginning; and containing five acres of land more or less.

Parcel Nine

A certain parcel of land with the former freight house building thereon, situated in Westford, Middlesex County, Massachusetts and shown on a plan of land entitled "Plan of Land Westford, Massachusetts owned by Gordon D. Dunn, Florence A. Dunn" dated August 30, 1962 by Merrill A. Brown Registered Land Surveyor which plan is recorded with Middlesex North District Deeds in Plan Book 97, Plan 91B. Said parcel containing six thousand one hundred forty-one (6,141) square feet, more or less.

Parcel Ten

A certain parcel of land situated in Westford, Middlesex County, Massachusetts and being shown as Parcel A on a plan entitled "Land in WESTFORD, MASS. Boston & Maine Railroad & Stony Brook Railroad Corporation to Isabel F. Hyams Fund, Inc., J.F. Kerwin Ass't. Chief Eng'r. Scale: 1"=100' October, 1962" and recorded with Middlesex North District Deeds in Plan Book 99, Plan 62A. Said parcel containing about twenty-five thousand, eight hundred fifty-eight (25,858) square feet.

Parcel Eleven

A certain piece or parcel of land situated in Westford, County of Middlesex and Commonwealth of Massachusetts, shown as Parcel B on a plan entitled "Land in WESTFORD, MASS. Boston & Maine Railroad & Stony Brook Railroad Corporation to Isabel F. Hyams Fund, Inc., J.F. Kerwin Ass't. Chief Eng'r. Scale: 1"=100' October, 1962" and recorded with Middlesex North District Deeds in Plan Book 99, Plan 62A. Said parcel containing an area of about forty-eight thousand five hundred eighty-two (48,582) square feet.

Parcel Twelve

Tract I:

The land in Westford, Middlesex County, Massachusetts, with the buildings thereon, situated on the Southwesterly and southerly side of Nutting Road and being shown on a "Plan of Land in Westford, Mass., surveyed for John Hornbrook, dated May 3, 1932, Brooks, Jordan & Graves, Civil Engineers", recorded with Middlesex North District Deeds in Plan Book 57, Plan 1 and bounded as follows:

Beginning at the northerly corner of the granted premises by the center line of a brook on the southwesterly side and about seventy-seven feet westerly from said Nutting Road at land of Harry Fletcher, now or formerly; and thence running in a general westerly direction by land of Harry Fletcher, now or formerly, by three courses three hundred sixty-one and 50/100 feet, more or less, according to said plan to a drill hole in the wall; thence turning at an angle of 83° 37' and running southerly one hundred twenty-six and 77/100 feet to a drill hole in a stone set May 2, 1932, as shown on said plan; thence running still southerly but more easterly five hundred eighty-one and 54/100 feet along land of Oscar R. Spalding as shown on said plan, now or formerly, to a stone bound; thence turning and running southwesterly one hundred and 52/100 feet as shown on said plan to a stone bound; thence turning and running southeasterly five hundred twenty-nine and 83/100 feet along land of Amelia Brow, now or formerly, as shown on said plan to a stone bound; thence turning and still running southeasterly but more easterly seventy-eight feet to a stone bound as shown on said plan; thence turning and running still southeasterly but more southerly by land of Alec Fisher and Oscar R. Spalding, now or formerly, as shown on said plan four hundred twenty-nine and 33/100 feet to a stone bound and thence continuing in the same direction eighty-seven and 5/100 feet to a stone bound set April 22, 1932 at other land of John Hornbrook as shown on said plan; thence turning and running northeasterly five hundred and one and 77/100 feet to a drill hole in the wall as shown on said plan; thence turning at an angle of 153° 25' and running still northeasterly but more northerly four hundred sixty-six and 37/100 feet to said Nutting Road; thence running westerly and northwesterly by said Road about five hundred sixty-two and 50/100 feet to a stone wall; thence southwesterly by said stone wall two hundred feet to a point; thence northwesterly two hundred eighty feet to a stone wall at land of Ernest Dane; thence southwesterly along the wall and said Dane land two hundred seventy-five and 68/100 feet to a stone bound; thence turning and running somewhat west of northerly by the center line of a trench and along land of said Dane and land of Blanche Nutting, now or formerly, three hundred seventy and 38/100 feet to a point as shown on said plan; thence turning and running southwesterly by land of one Lepage one hundred forty feet to a point in the middle of the brook; thence by the center line of the brook about four hundred ninety feet to the point of beginning. Be said contents and any or all of said measurements more or less, and however otherwise said premises may be measure, bounded and described.

Expressly excepting and excluding from the above described premises are Parcel 'A' and Parcel 'B' shown on a "Plan of Land in Westford, Mass. Owned by Louis Haushill" dated Sept. 22, 1975 drawn by Richard L. McGlinchey recorded in Plan Book 121 as Plan 49B, said Parcel A

and Parcel B having been conveyed prior hereto by deeds recorded in Book 2169, Page 323 and in Book 2368, Page 684 respectively.

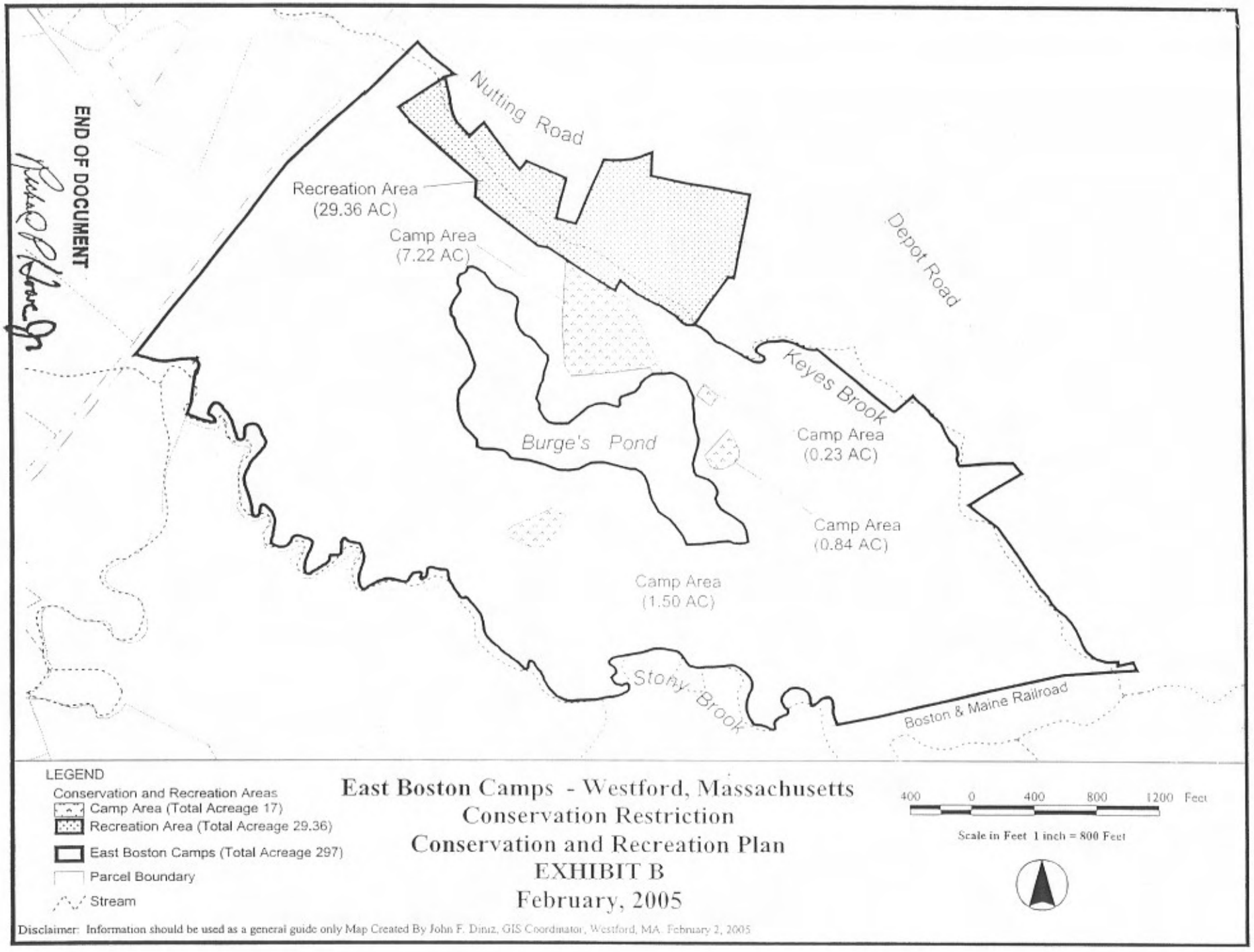
Tract II:

Also, another parcel of land in said Westford in the northerly part thereof, with the buildings thereon situated southerly of but not on the Nutting Road so-called and bounded and described as follows: Beginning at a stone bound at the northwesterly corner of the granted premises at the southwesterly corner of a lot of land recently conveyed by John Hornbrook et ux to J. Austin and Fred S. Healy by deed duly recorded, and at other land of the grantors; thence southerly on the wall by said land of the grantors seven hundred and twenty-one feet, more or less to the center of a brook at other land of the grantors; thence easterly down the center of a brook by our said land six hundred and forty-six feet, more or less, to a point on a stone bridge crossing said brook opposite the end of a wall; thence northerly on the bridge to the end of said wall near the bank of the brook; thence still northerly on said wall by other land of the grantors three hundred eighty-two feet, more or less, to the end of said wall; thence easterly on said other land of the grantors thirty-four feet, more or less to the end of a wall; thence again northerly on said last named wall still on our other land five hundred and fifty-four feet, more or less, to a stone bound at the southeasterly corner of said Healy land and thence westerly by said Healy land six hundred and sixty feet, more or less, to the point of beginning.

Containing thirteen acres of land and be said contents and any or all of said measurements more or less, and however otherwise said premises may be measured, bounded and described.

Parcel Thirteen

The land in the Town of Westford, Middlesex County, Massachusetts, situated on the Southwesterly side of Nuttings Road and being Lot or Parcel B on a Plan of Land entitled "Boundary Survey Plan of Land Westford, Mass., owned by Estate of James E. and Phyllis C. Farmer, July 16, 1993", by Amherst Survey Associates, Inc., Land Planners and Surveyors recorded with Middlesex North District Registry of Deeds in Plan Book 183, Plan 132, to which plan reference may be had for more particular description of the premises herein conveyed.


END OF DOCUMENT
Nutting Road
Recreation Area
(29.36 AC)
Camp Area
(7.22 AC)
Depot Road
Keyes Brook
Burge's Pond
Camp Area
(0.23 AC)
Camp Area
(0.84 AC)
Camp Area
(1.50 AC)
Stony Brook
Boston & Maine Railroad
LEGEND
Conservation and Recreation Areas
Camp Area (Total Acreage 17)
Recreation Area (Total Acreage 29.36)
East Boston Camps (Total Acreage 297)
Parcel Boundary
Stream
East Boston Camps - Westford, Massachusetts
Conservation Restriction
Conservation and Recreation Plan
EXHIBIT B
February, 2005
400 0 400 800 1200 Feet
Scale in Feet 1 inch = 800 Feet
Disclaimer: Information should be used as a general guide only Map Created By John F. Diniz, GIS Coordinator, Westford, MA. February 2, 2005