

YAPP CONSERVATION RESTRICTION
TO
SUDBURY VALLEY TRUSTEES
6/2/09

I. GRANTOR CLAUSE:

THE TOWN OF LITTLETON, a Massachusetts municipality having an address of 37 Shattuck Street, P.O. Box 1305, Littleton, Middlesex County, Massachusetts, 01460, ("Grantor", which expression includes their successors and legal assigns) acting pursuant to M.G.L. Chapter 184 §31-33, hereby grants, with quitclaim covenants, to **SUDBURY VALLEY TRUSTEES, INC.**, a Massachusetts not-for-profit corporation organized under the provisions of M.G.L. Chapter 180, with a mailing address of 18 Wolbach Road, Sudbury, Middlesex County, Massachusetts, 01776 ("Grantee", which expression includes its permitted successors and legal assigns), in perpetuity and exclusively for conservation purposes, the following described Conservation Restriction on two parcels of land being located on Newtown Road and Manchester Drive in the Town of Littleton, Massachusetts, constituting approximately 53.3 and .3 acres, respectively, said parcels being described in deeds recorded in the Middlesex South Registry of Deeds (the "Registry") at Book 33850 Page 382 and shown as Lot 2 and Lot 3 on a Plan of Land entitled "Plan of Land Littleton Mass" prepared by Clyde L. Wheeler, dated September 12, 1992, recorded at the Registry on October 18, 2001 as Plan Number 1045, which Plan is attached hereto in reduced form as Exhibit A (the "Premises") for one dollar and other good and valuable consideration.

II. PURPOSES:

The acquisition and protection of the Premises has been made possible by funds generated in accordance with the Community Preservation Act (M.G.L. Chapter 44B), and that said acquisition requires the Premises to be protected with a conservation restriction. The purposes of this Conservation Restriction are to assure that, while permitting certain acts and uses described in Section III.B herein, the Premises will be subject to the prohibitions described in Section III.A hereof so that the Premises are retained in perpetuity predominantly in its natural, scenic, and open condition for fish and wildlife conservation, native habitat protection, associated public recreation, and other conservation uses consistent with the spirit and intent of and subject to the protections of Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, and to prevent any use of the Premises that will materially impair or interfere with the conservation values thereof. The conservation and permanent protection of the Premises will yield a significant public benefit for the following reasons:

- A. Important wetland and upland habitat for numerous indigenous and migrant wildlife, including areas of Estimated Habitat of Rare Wildlife and Priority Habitat of Rare Species as identified by the Massachusetts Division of Fisheries and Wildlife's Natural Heritage and Endangered Species Program which provide habitat for a state-listed species;

Return to:

*Christie Collins
Sudbury Valley Trustees
18 Wolbach Rd.
Sudbury, MA 01776*

- B. Protection of water resources including riparian woodlands and bordering vegetated wetlands that provide natural flood control to neighboring communities, groundwater recharge, and subsequent baseflow to Nagog Pond;
- C. Important greenways connection to nearly 75 acres of adjacent conservation land and conservation restrictions owned by the Town of Littleton and the Littleton Conservation Trust, and proximity to hundreds of additional acres of conservation land;
- D. Protection of an historic Native American settlement area and Colonial orchards, proximate to where the Nashobah people had maintained a permanent village on the hilltop; and,
- E. Upland meadows currently used for agriculture and animal husbandry, including some Prime Farmland as identified in the USDA Soil Survey of Worcester County, the continuation of which will preserve uses that are integral to the history of the Premises and of the Town;
- F. Free and open access to the public for passive outdoor recreational purposes as further outlined in Sections III and VI below.

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

- A. Prohibited Acts and Uses. Subject to the exceptions set forth in paragraph B below, the Grantor will neither perform nor allow others to perform the following acts and uses which are prohibited on, above and/or below the Premises:
 1. Constructing or placing of any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, fences, asphalt or concrete pavement, sign, billboard or other advertising display, antenna, utility pole, tower, conduit, line or other temporary or permanent structure, utility, or facility on, under, or above 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 except as necessary for proper soil conservation and then only in a manner which does not impair the purposes of this Conservation Restriction;
 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, shrubs, grasses or other vegetation, including leaf litter;

5. The conveyance of a part or portion of the Premises alone, or the division or subdivision of the Premises (as compared to the conveyance of the Premises in its entirety which shall be permitted) without the prior written consent of Grantee, but no portion of the Premises may be used toward building requirements on this or any other land;
6. Activities detrimental to wildlife habitat, drainage, flood control, water conservation, water quality, erosion control or soil conservation including the use of motorized recreational vehicles, except for emergency vehicles;
7. Removal or destruction of stone walls or any historical or archaeological resources;
8. Commercial recreational activities;
9. Any other activity on or use of the Premises that is inconsistent with the purposes of this Conservation Restriction.

B. Reserved Rights: Notwithstanding any provisions of Paragraph A above, the Grantor reserves to itself and its successors the right to conduct or permit the following activities on and uses of the Premises, but only if such uses and activities do not materially impair the Purposes of this Conservation Restriction.

1. Excavation and removal from the Premises of soil, gravel or other mineral resource or natural deposit as may be incidental to the maintenance of trails or otherwise to maintain good drainage and hydrologic functioning of the Premises, provided that (a) such activities follow generally accepted soil conservation practices, and (b) disturbed areas are re-vegetated with native plant materials.
2. Limited and selective pruning and clearing for non-commercial purposes incidental to (a) forest fire prevention or management, (b) unpaved trail establishment, marking, and maintenance, (c) control or prevention of an imminent hazard to structure or life, (d) control or prevention of a grave or formidable disease, (e) control and removal of invasive or exotic species, or (e) otherwise to preserve the present condition of the Premises.
3. With Notice to Grantee, woodland and forestry operations carried on according to a plan prepared by a licensed professional forester and in accordance with sound forest management practices (including but not limited to the selective cutting and planting of trees) and also in accordance with this Conservation Restriction.
4. Use of vehicles and other motorized equipment only as necessary and with prior approval of the Conservation Commission for management activities allowed herein.
5. Exclusively within the "Agricultural Area" as identified on the map attached hereto as Exhibit B, horticultural and open meadow wildlife habitat management operations, including:

- (a) clearing, semi-annual mowing, and prescribed burning of vegetation;
- (b) The planting, maintenance, cultivation, and harvest of crops or fruit- or nut-bearing trees, together with soil preparation, conservation, and management activities commonly associated with such horticultural uses, including the plowing of agricultural fields and the spreading of compost, and grazing of livestock.
- (c) The use of fertilizers, pesticides, herbicides, and fungicides, provided, however, that such agricultural chemicals are registered under Commonwealth of Massachusetts regulations and are used in accordance and consistent with all pertinent federal, state, and municipal instructions, limitations, laws, zoning, rules, and regulations. All agricultural chemicals must be applied to affect the target species and not non-target species, to the extent that is possible. Any cultivation of Genetically Modified Organisms shall be in accordance with State and municipal laws.
- (d) The maintenance of piles of limbs, brush, manure, leaves, compost, and similar biodegradable material generated on the Premises, but not stumps, provided such piles are not placed in any wetlands, and do not otherwise interfere with the conservation objectives of this Conservation Restriction.
- (e) The installation, maintenance, and removal of temporary, sight-pervious fences, including but not limited to electric fences, for the purposes of minimizing crop damage by wildlife during the growing season, provided, however, that such fencing be removed at the end of each growing season.
- (f) The digging or drilling of water supply wells, together with the installation, construction, and placement of permanent underground and temporary aboveground pumps, conduits, hoses, and other equipment all as exclusively associated with agricultural irrigation on the Premises.
- (g) Marketing of horticultural products that are grown on the Premises. Additionally, the construction, use, maintenance, repair, replacement, and removal of one (1) temporary structure not to exceed two hundred (200) square feet for the explicit use as a farmstand to support said marketing, provided however that such structure shall not have a permanent foundation including but not limited to a poured concrete pad, foundation, or footings.
- (h) Use of vehicles and other motorized equipment only as necessary for the horticultural and open meadow wildlife habitat management activities contemplated herein, including but not limited to tractors, trucks, balers, spreaders and planters, and similar types of vehicles.

- (i) Overflow parking for planned events (i.e. educational outings) only with prior approval of the Conservation Commission, and provided that disturbed areas are re-vegetated with plant materials not considered invasive by the Commonwealth of Massachusetts and also provided that such use will not occur more than five (5) times in any calendar year.

Further, agricultural practices may only occur in such a manner as to minimize impact to water quality, reduce physical disturbance to sensitive areas, and reduce discharge of sediments, animal waste, nutrients, and chemicals to surface waters using Best Management Practices that comply with the Clean Water Act and the U.S. Environmental Protection Act's nonpoint pollution control program.

6. Exclusively within the "Parking Area" as identified on the map attached hereto as Exhibit B:
 - (a) The construction, use, repair, or replacement of one parking lot, paved or unpaved, explicitly to provide adequate public access to the public trails as described in Section VI below and to the agricultural uses as described in Section III.B(3) above;
 - (b) The excavation and removal from or the import, placement, and fill to the Parking Area of soil, gravel or other mineral resource or natural deposit shall be authorized only to the limited extent as may be required to construct said parking lot and maintain good drainage or soil conservation practices; or for other permissible uses of the Parking Area;
 - (c) Pruning, clearing, and planting of vegetation, including landscaping, to the limited extent as may be required to construct said parking lot, to provide adequate screening of said parking lot from nearby residences, or to demarcate the boundary of said parking lot.
 - (d) The installation and maintenance of fencing or stone walls explicitly for demarcating the boundary of said parking lot;
 - (e) The erection of signs for any purpose related to the Parking Area, the Local Acquisitions for Natural Diversity (LAND) Grant Program, or the public access to the Premises as described in Section VI below.
7. Hiking, horseback riding, cross-country skiing, snow shoeing, nature observation, and other non-motorized passive outdoor recreational and educational activities.
8. Erection of signs by the Grantor or Grantee identifying Grantee as holder of the Conservation Restriction and Grantor as owners of the property and educating the public about the conservation values protected and uses allowed.

C. Permitted Acts and Uses:

All acts and uses not explicitly permitted by Section III, paragraph B are prohibited unless otherwise approved as described in Section IV below.

IV. NOTICE AND APPROVAL:

A. Notice of Intention to Undertake Certain Permitted Actions

Grantor agrees to notify Grantee, in writing, before exercising any right described under Section III as a permitted use that explicitly requires notice to Grantee. The purpose of requiring such notice is to afford Grantee an adequate opportunity to monitor the activities in question to ensure that they are designed and carried out in a manner that is consistent with the purposes of this Conservation Restriction. Whenever notice is required, Grantor shall notify Grantee in writing not less than forty-five (45) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction.

B. Grantee's Approval

Grantee shall grant or withhold their approval in writing within forty-five (45) days of receipt of Grantor's written request therefor. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the Purposes of this Conservation Restriction. Failure of Grantee to respond in writing within such forty-five (45) 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 the passage of time.

V. LEGAL REMEDIES OF THE GRANTEE:

A. Legal and Injunctive Relief

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

B. Reimbursement of Costs of Enforcement

The Grantor, and thereafter its successors and assigns, covenant and agree to reimburse the Grantee for all reasonable costs and expenses (including without limitation counsel fees) incurred in enforcing this Conservation Restriction or in remedying or abating any violation thereof.

C. Limit of Liability

By its acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises, including with respect to compliance with hazardous materials or other environmental laws and regulations, or acts not caused by the Grantee or its agents.

D. Severability Clause

If any provision of this Conservation Restriction shall to any extent be held invalid, the remainder shall not be affected.

E. Non-Waiver

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

F. 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 natural 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. The parties to this Conservation Restriction agree that in the event of damage to the Premises from acts beyond the Grantor's control, that if it is desirable and feasible to restore the Premises, the parties will cooperate in attempting to do so.

VI. ACCESS:

The Grantee and its representatives are hereby granted the right to enter the Premises at reasonable times and in a reasonable manner for the purpose of inspecting the same to determine compliance herewith. This Conservation Restriction also grants to the general public the right to enter upon the Premises for passive outdoor recreational purposes including, but not limited to, hiking, wildlife observation, cross-country skiing, snow shoeing, horseback riding, and other non-motorized, passive outdoor recreational and educational activities (except for motorized wheelchairs or similar equipment reasonably necessary to enable handicapped members of the public to access the Premises or as otherwise outlined in Section III of this Conservation Restriction, which shall be allowed).

VII. EXTINGUISHMENT:

A. Grantee's Receipt of Property and Development Rights

The Grantor and the Grantee agree that the grant 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, to be determined at the time of any future taking or conveyance, bears to the value of the unrestricted Premises at that time, and represents all development rights associated with the Premises.

B. Value of Grantee's Property Right

Such proportionate value of the Grantee's property right shall remain constant.

C. Right of Grantee to Recover Proportional Value at Disposition

If any occurrence 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, shall be entitled to a portion of the proceeds equal to such proportionate value, subject, however, to any applicable law which expressly provides for a different disposition of proceeds.

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.

E. Allocation of Expenses upon Disposition

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.

F. Continuing Trust of Grantee's Share of Proceeds of Conservation Restriction Disposition

The Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes of this grant. The Grantor shall place an amount equal to the portion of its acquisition costs taken from the CPA Fund back into the CPA Fund for open space purposes as outlined in Chapter 44B of the General Laws. If the CPA Fund is no longer in existence, the proceeds will be placed in a similar fund such as the Conservation Commission fund.

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 its successors and assigns 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 itself and its successors and assigns appoint the Grantee their attorney-in-fact to execute, acknowledge and deliver any such instruments on their behalf. Without limiting the foregoing, the Grantor and its successors and assigns agrees itself to execute any such instruments upon request.

C. Running of the Benefit

The benefits of this Conservation Restriction shall be in gross and shall not be assignable by the Grantee, except in the following instances and from time to time:

1. As a condition of any assignment, the Grantee requires that the purpose of this Conservation Restriction continue to be carried out; and
2. The assignee, at the time of assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and under Section 32 of Chapter 184 of the General Laws as an eligible donee to receive this Conservation Restriction directly; and
3. Grantee complies with the provisions of 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 they divest themselves of any interest in all or a portion of the Premises, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. Failure of the Grantor to do so shall not impair the validity of this Conservation Restriction or limit its enforceability in any way.

X. NON MERGER:

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. 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, if necessary, to ensure that merger does not occur.

XI. 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.

XII. 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.

XIII. RECORDATION:

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

XIV. TERMINATION OF RIGHTS AND OBLIGATIONS:

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

XV. MISCELLANEOUS:

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 Purposes of this Conservation Restriction and the policy and purpose of Mass. Gen. Laws Chapter 184, Sections 31-33. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purposes of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it

invalid.

C. Entire Agreement

This instrument sets forth the entire agreement of the parties 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.

D. Captions

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

E. Pre-existing Rights of the Public

Approval of this Conservation Restriction pursuant to M.G.L. Chapter 184, Section 32 by any municipal officials and by the Secretary of Energy & 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.

F. Compliance with Applicable Law

The exercise of any right reserved under this Conservation Restriction by the Grantor or its successors and assigns shall be in compliance with the then-current Zoning By-Law of the Town of Westford, the state Wetlands Protection Act (Massachusetts General Laws Chapter 131, Section 40, as amended) and all other applicable federal, state, and local law.

G. 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 prepaid, addressed as follows:

To Grantor: Town of Littleton
 37 Shattuck Street
 PO Box 1305
 Littleton, MA 01460

With a copy to: Miyares and Harrington LLP
50 Leonard Street, Suite Three
Belmont, MA 02478

To Grantee: Sudbury Valley Trustees, Inc.
18 Wolbach Road
Sudbury, MA 01776

With a copy to: Deborah Eliason, Esq.
Beveridge & Diamond, PC
15 Walnut Street
Suite 400
Wellesley, MA 02481

XVI. AMENDMENT OF CONSERVATION RESTRICTION

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the General laws of Massachusetts. Any amendments to this conservation restriction shall occur only in exceptional circumstances. The Holder will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs and if applicable, shall comply with the provisions of Art. 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Middlesex South District Registry of Deeds.

Executed under seal this 25th day of June, 2009.

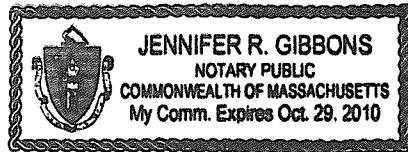
TOWN OF LITTLETON
BY ITS BOARD OF SELECTMEN:

John M. Wilkins
Tom P. Smith
John S. Kueh

COMMONWEALTH OF MASSACHUSETTS, Middlesex County

On this 25th day of June, 2009 before me, the undersigned Notary Public, personally appeared the above-named Selectmen of the Town of Littleton, 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/her voluntarily for its stated purpose.

Jennifer R. Gibbons
Notary Public:
My Commission Expires:



ACCEPTANCE OF GRANT:

Sudbury Valley Trustees, Inc., at a meeting held on February 11, 2009 voted to accept, and hereby accepts the above Conservation Restriction this 26th day of June, 2009, by:



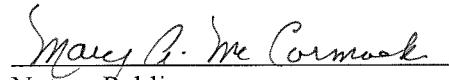
Ronald N. McAdow, *Executive Director*
Duly Authorized

COMMONWEALTH OF MASSACHUSETTS, Middlesex County

On this 26th day of June, 2009 before me, the undersigned Notary Public, personally appeared the above-named Ronald N. McAdow, Executive Director of Sudbury Valley Trustees, Inc., proved to me by satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose.



MARY A. MCCORMACK
Notary Public
Commonwealth of Massachusetts
My Commission Expires
August 25, 2011



Notary Public:
My Commission Expires: 8/25/2011

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

The undersigned, Secretary of the Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction to SUDBURY VALLEY TRUSTEES, INC. has been approved in the public interest pursuant to M.G.L. Ch. 184, '31-33.



Denis A. Bowles
Secretary of Energy and Environmental Affairs

6/29/09

Date

On this 29th day of June 2009 before me, the undersigned Notary Public, personally appeared the above-named Den A. Bowles, Secretary of the 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 my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose.



Notary Public:
My Commission Expires: 12/15/2011

Exhibit A

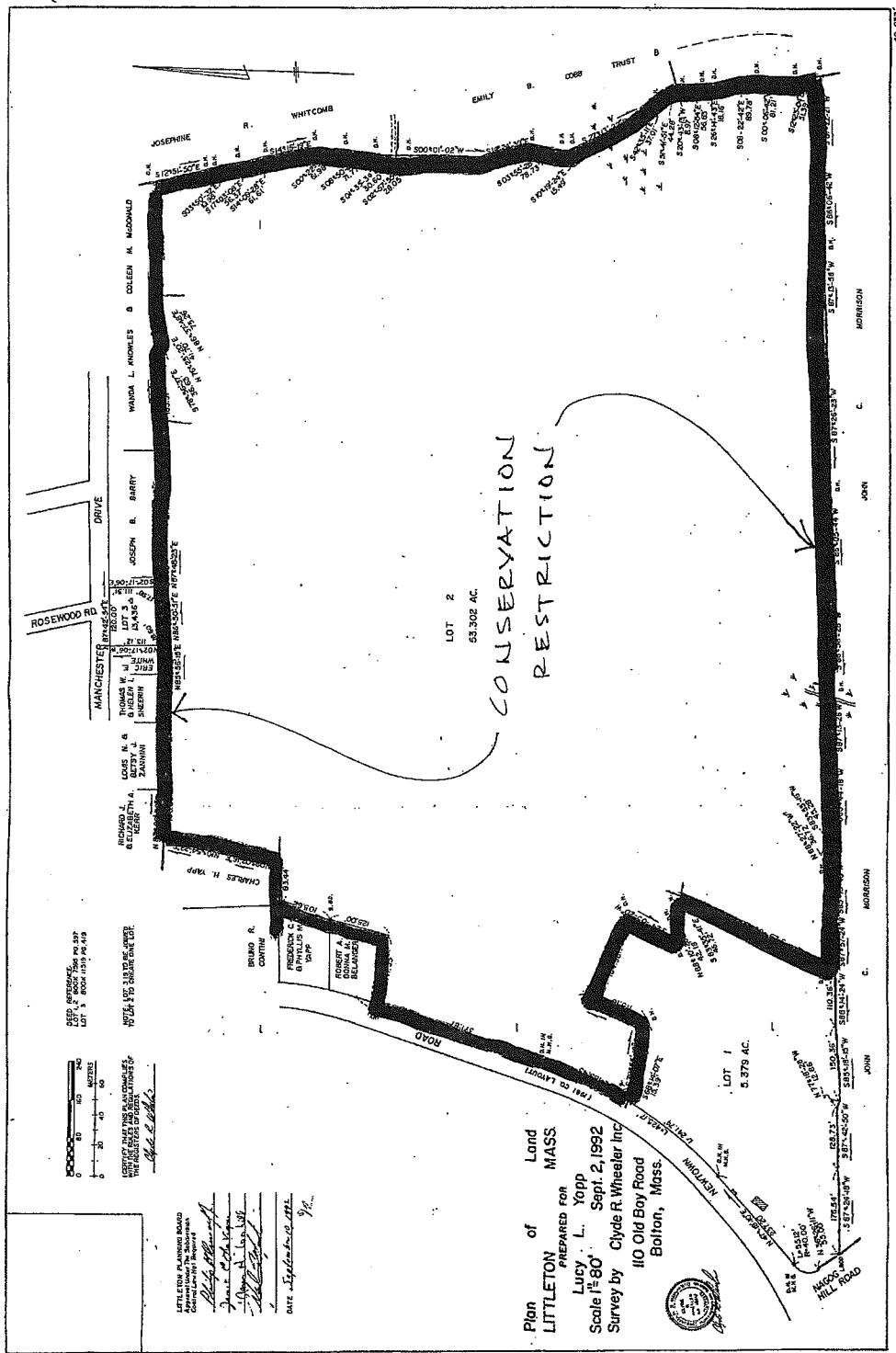
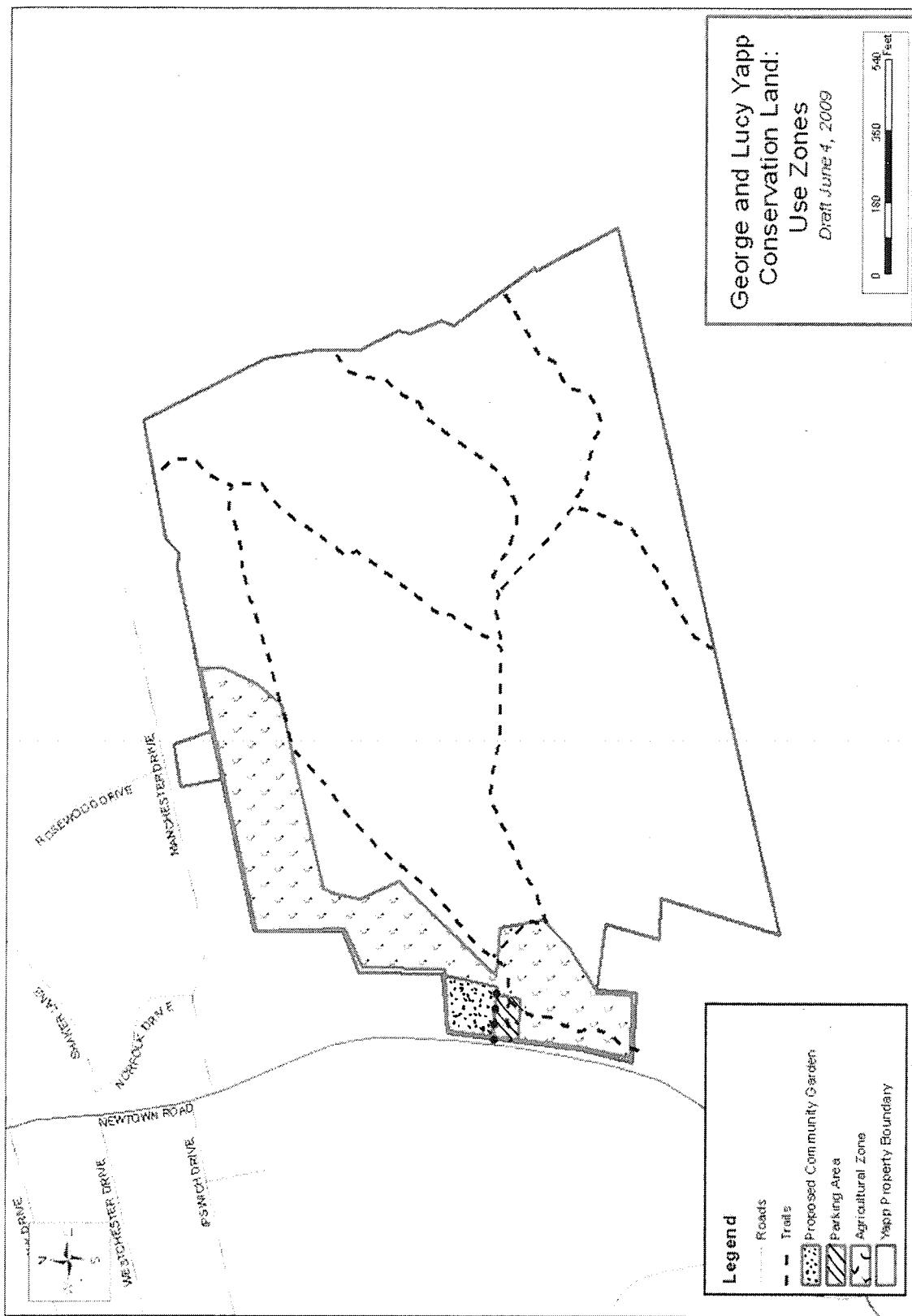


Exhibit B





CERTIFICATE OF VOTE
SPECIAL TOWN MEETING
May 4, 2009

I, Diane Crory, Clerk of the Town of Littleton, hereby certify that pursuant to Article 6 of the Warrant for the Special Town Meeting duly called and held on May 4, 2009, at which more than the required number of qualified voters present and voting it was:

ARTICLE 6: ACQUISITION OF LUCY'S LAND – YAPP CONSERVATION PROPERTY

Voted by checklist and ballot to authorize the Board of Selectmen to acquire by purchase, gift or eminent domain for open space purposes under the Community Preservation Program, the fee interest in a certain parcel of real estate on Newtown Road owned by the Lucy L. Yapp Nominee Trust, containing 53.61 acres, more or less, shown as Lots 2 and 3 on plan entitled, "Plan of Land, Littleton, Mass., prepared for Lucy L. Yapp, September 2, 1992" by Clyde R. Wheeler and endorsed by the Littleton Planning Board on September 10, 1992, a copy of which is on file in the Office of the Town Clerk, together with and subject to all rights, restrictions and easements of record, on such terms and conditions as the Selectmen may determine; to transfer from the Conservation Fund the sum of \$33,000, to transfer from the Oak Hill Cell Tower Fund the sum of \$111,000, and to transfer from the Newtown Hill Cell Tower Fund the sum of \$136,000, for a total of \$280,000; and to appropriate and borrow the sum of \$650,000, for a total of \$930,000 for such acquisition and all expenses incidental and related thereto; and to authorize the Town Treasurer, with the approval of the Selectmen, to borrow said \$650,000 under and pursuant to Chapter 44B and Chapter 44, Section 7 of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the Town therefor; provided, however, that, although any bonds or notes issued pursuant to this vote shall constitute a pledge of the full faith and credit of the Town, it is the intention of the Town that the debt service on \$150,000 of the amount authorized to be borrowed by this vote shall be paid from Community Preservation Fund revenues, and that the debt service on the remainder of said amount shall be paid from general fund revenues including cell tower revenues; and provided further that said land is to be conveyed to the Town of Littleton under the provisions of Chapter 40, Section 8C of the General Laws, as it may be hereafter amended, and other Massachusetts statutes relating to conservation and passive recreation, to be managed and controlled by the Littleton Conservation Commission; and, to the extent that any federal, state or other funds are or become available for the purposes outlined in this Article, to authorize the Board of Selectmen or other applicable boards or commissions to apply for and accept such funds; and to authorize the Board of Selectmen and the Conservation Commission to enter into all agreements and execute any and all instruments as may be necessary on behalf of the Town of Littleton to effect said acquisition or purchase or grants; and to authorize the Board of Selectmen and the Conservation Commission to convey to the Sudbury Valley Trustees, for no consideration, a perpetual conservation restriction on said land as authorized by Chapter 184, Sections 31 through 33 inclusive of the General Laws, allowing conservation and passive recreation uses described in Chapter 40, Section 8C of the General Laws.

Total votes cast: YES 164 NO 9 Passed by necessary 2/3rds.

A TRUE COPY:

ATTEST:

Diane Crory
DIANE CRORY, TOWN CLERK

June 26, 2009