

Appendices

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Appendix A
Directions to Carlisle Town Hall,
66 Westford Street, Carlisle, MA 01741

The Town of Carlisle is surrounded by Acton, Bedford, Billerica, Chelmsford, Concord and Westford. It is accessible by Route I-95 (128) Exit 31B Route 225/4 to Bedford and Carlisle and from Route 495 Exit 31.

Town Hall is at 66 Westford Street, Route 225, and is a yellow building on hill set back from the road, adjacent to the Fire Station. It is a short distance from the intersection of Concord and Lowell Streets.

Appendix B:
Benfield Parcel, South Street, Carlisle Conservation
Restrictions #57 and #58

(see following pages)

1729



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Recorded: 10/26/2007 02:50 PM

CONSERVATION RESTRICTION
WITH RECREATION USES
(Carlisle CR #58)

Town of Carlisle
To
Carlisle Recreation Trust, Inc. —

Off South Street
Carlisle, Massachusetts

The **Town of Carlisle**, a municipal corporation, with an address at the Municipal Building, 66 Westford St., Carlisle, Massachusetts, 01741, acting by and through its Board of Selectmen, its successors and assigns ("Grantor"), as the fee owner grants, with quitclaim covenants, to **Carlisle Recreation Trust, Inc.**, a Massachusetts charitable corporation, with an address at 125 Craigie Circle, Carlisle, Massachusetts 07141, its successors and permitted assigns ("Grantee") in perpetuity and exclusively for conservation purposes, the following described Conservation Restriction on two parcels of land located off South Street in the Town of Carlisle, Massachusetts, constituting a total of more than fifteen (15) acres lying on the southerly side of South Street, more particularly described in Exhibits A and B attached hereto and incorporated herein (collectively referred to as the "Premises"). For Grantor's title, see the deed dated April 6, 2004, recorded in Book 17113 Page 152 in Middlesex North Registry of Deeds.

Purposes and Background. This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the General Laws and otherwise by law. It is granted in fulfillment of the requirements of G. L. c. 44B, §12 to permanently restrict land acquired with Community Preservation Funds for "recreation use" and "open space" as those terms are used and defined in G. L. c. 44B, §2. It is granted pursuant to the authority granted by the Town of Carlisle March 23, 2004 Special Town Meeting Article 1, by the Town of Carlisle May 23, 2005, Annual Town Meeting Article 20, and by the Town of Carlisle October 30, 2006, Special Town Meeting Article 3. (Certified copies of said votes are attached as Exhibits A, B, and C, respectively, to the Declaration of Easements by the Town of Carlisle recorded herewith.)

The purpose of this Conservation Restriction is to assure that the Premises will be retained in perpetuity predominantly in scenic and open condition, including land to protect existing and future well fields, aquifers and recharge areas, watershed land, agricultural land,

grasslands, fields, forest land, lands to protect scenic vistas, land for wildlife or nature preserve; land for active and passive recreational use; to protect any Blue Spotted Salamander or Blue Spotted Salamander habitat as may exist on the Premises; and to prevent any use of the Premises that will significantly impair or interfere with the open space values of the Premises.

The Premises, comprised of two parcels totaling more than fifteen (15) acres of land contain unusual, unique or outstanding qualities, the protection of which in their predominantly natural or open condition will be of benefit to the public. The public benefits resulting from conservation of the Premises and purposes served by this perpetual Conservation Restriction, include, without limitation:

- (1) preservation of a large partially open and partially wooded parcel as wildlife habitat;
- (2) provision of actual and/or potential links to other, large open space parcels in both the towns of Carlisle and Acton, including the potential completion of public trail access across the Spencer Brook Valley;
- (3) preserves a wildlife corridor linking Acton's Spring Hill Conservation Area with the Spencer Brook bottomlands and, in turn, with the historic and protected Estabrook Woods in the Towns of Carlisle and Concord.
- (4) preservation of open space located within a Standard Metropolitan Statistical Area and located close to National Parks, the Premises being located within the Boston Standard Metropolitan Statistical Area, as now defined by the U.S. Office of Management and Budget, and being located less than 25 miles from each of Minuteman National Historic Park and Lowell National Historic Park;
- (5) preservation of significant buffers for over 140 acres of other abutting, conservation lands owned by either a qualified conservation organization or the Town of Carlisle;
- (6) preservation of land ranked priority one in the Open Space and Recreation Plan for Carlisle, Massachusetts, dated September, 1994, adopted by Carlisle Town Meeting and in the update of such Plan dated January, 2000; and
- (7) providing space for a park and an athletic field for recreational use by the public generally as defined in M.G.L. Chapter 44B Section 2.

Terms and Provisions of Conservation Restriction: The terms of this Conservation Restriction are as follows:

A. Prohibited Uses. The Grantor will neither perform nor allow others to perform following acts and uses which are expressly prohibited on, above and under the Restricted Areas:

- (1) Constructing, placing or allowing to remain any temporary or permanent building, tennis court, developed athletic field, landing strip, indoor or outdoor horse riding

ring, mobile home, swimming pool, asphalt or concrete pavement, sign, fence, billboard or other advertising display, antenna, utility pole, tower, conduit, line or other temporary or permanent structure or facility on, above or under the Premises;

- (2) Mining, excavating, dredging or removing of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit;
- (3) Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever or the installation of underground storage tanks;
- (4) Cutting, removing or otherwise destroying trees, grasses or other vegetation;
- (5) Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, or archaeological conservation;
- (6) The use of motorcycles, motorized trail bikes, snowmobiles and all other motor vehicles, except as necessary in exercising any of the reserved rights in Paragraph B, or as necessary by the police, firemen or other governmental agents in carrying out their lawful duties;
- (7) The use for more than a de minimus commercial recreational activity;
- (8) Hunting or trapping;
- (9) (a) Conveyance of a part or portion of Lot 2 or Lot 3 (as compared to one or more conveyances of the entirety of either lot or the whole Premises, which shall be permitted), or the division or subdivision of either Lot 2 or Lot 3, (b) the use of any portion of the Premises for access for development purposes to any other land now or hereafter further developed, or (c) except as authorized in Paragraph B of this restriction, the use of any portion of the Premises toward building requirements on this or any other parcel.
- (10) Any other use or activity thereon which is inconsistent with the purpose of this Conservation Restriction or which would materially impair significant conservation interests unless necessary for the protection of the conservation and recreational interests that are the subject of this Conservation Restriction;

B. Reserved Rights. All acts and uses not prohibited on the Premises according to Paragraph A are permissible provided that they do not materially impair the purpose of this Conservation Restriction or other significant conservation interests. Notwithstanding the provisions of Paragraph A, the following acts and uses are also permitted for the benefit of the public generally, but only if such uses and activities do not materially impair the purpose of this Conservation Restriction or other significant conservation or recreational interests, and provided all applicable permits are obtained:

- (1) Digging or drilling of water wells and installation of sprinkler system for athletic field. Installation of wastewater disposal fields and associated above and below grade equipment and structures constituting a wastewater ("septic") disposal system and installation of water supply wells and associated utilities and lines. Said sprinkler system, wells and septic system shall be solely for the purpose of serving (i) the residential improvements to be made on Lot 1 described on the plan entitled "Benfield Parcel 'A' Confirmation Plan in Carlisle, Mass." dated June 26, 2007, and recorded in Middlesex North Registry of Deeds Plan Book herewith (the "Plan"), (ii) the recreational improvements to be made on the Premises; and/or (iii) the agricultural, horticultural or community gardens uses permitted on the Premises or on Lot 4 described on the Plan.
- (2) Excavation and removal from the Premises of soil, gravel or other mineral resource or natural deposit as may be incidental to the installation or maintenance or removal of an athletic field, wells, septic systems, utilities, a sprinkler system and other underground structures or to the maintenance of good drainage, soil conservation practices or to other permissible use of the Premises.
- (3) Mowing existing meadows and fields to protect the conservation values of the Premises, including without limitation, scenic and wildlife habitat values.
- (4) Mowing and general maintenance of an athletic field.
- (5) The maintenance of piles of limbs, brush, leaves and similar biodegradable material originating on the Premises provided such piles are not conspicuous from abutting properties.
- (6) The placing, removal, maintenance, repair and reconstruction of sight-pervious fences, including without limitation historic stone walls. As used herein, "sight-pervious fencing" shall not include so-called "cyclone" or "chain-link" or "snow" fencing.
- (7) In accordance with generally accepted forest management practices, (a) selective pruning and cutting to prevent, control or remove hazards, disease or insect damage, fire, or to preserve the present condition of the Premises, including existing fields and meadows and unpaved woods roads and trails; and (b) following notice to Grantee, the cutting of trees for any purpose in accordance with a plan, prepared by a professional forester and approved by the Grantee, that is designed to protect the conservation values of the Premises, including without limitation, scenic and wildlife habitat values.
- (8) With the prior written permission of Grantee, the expansion of existing fields for agricultural, animal husbandry, or horticultural use or recreational uses otherwise permitted herein.
- (9) Passive recreational use such as community gardens, trails, picnicking, walking, jogging, dog walking, cross-country skiing, snowshoeing, bicycling, horseback.

riding, kite flying, wildlife viewing and outdoor education, fishing, hiking, sledding and other non-motorized outdoor recreational activities that do not materially alter the landscape nor degrade environmental quality.

- (10) The construction, maintenance, repair, replacement, reconstruction, reasonable enlargement and marking of trails, wetlands crossings, farm ponds, boardwalks and bridges for pedestrian use, non-motorized outdoor recreational activities and/or horseback riding, as well as the maintenance of presently existing trails and woods roads substantially in their present condition, or as otherwise reasonably necessary for the uses permitted by this Conservation Restriction.
- (11) With the prior written permission of Grantee, measures designed to restore native biotic communities, or to maintain, enhance, restore or otherwise manage wildlife, wildlife habitat or rare or endangered species.
- (12) The erection, maintenance and replacement of reasonably-sized signs with respect to trespass, access and use of the Premises, and/or the Grantee's interest in the Premises and/or the protected conservation values.
- (13) The conduct of archaeological activities, including without limitation surveys, excavation and artifact retrieval, following submission of an archaeological field investigation plan and its approval in writing by Grantee and the State Archaeologist of the Massachusetts Historic Commission (or appropriate successor official).
- (14) The construction, development and installation of no more than one athletic field on either Lot 3 or Lot 2. Location of the field shall be established by Grantor in Grantor's sole discretion, subject to terms and conditions of the Town Meeting votes referred to on Page 1 of this restriction. In the event that the Premises is not under the management of the Town of Carlisle Board of Selectmen at the time the location of the athletic field is determined, the selection of the site shall be subject to final review and approval by said Board of Selectmen. Maintenance of the athletic field may include, without limitation, mowing, seeding, watering, and lining. Use of the athletic field will include utilization of temporary and seasonal on-field structures including goals, cones, netting and other practice and game equipment.
- (15) The installation on Lot 3 only of (i) no more than one utility shed having dimensions not exceeding 20'x20'x20' for use in connection with maintaining and supplying the athletic field to be constructed pursuant to the foregoing paragraph, and (ii) parking for up to forty-five (45) private vehicles to facilitate access to and use of the athletic field.
- (16) The installation of a road with appurtenant walking path, lighting and other utilities, to be located by Grantor in its sole discretion pursuant to the terms of the Declaration of Easements by Grantor dated September 17, 2007, to be recorded herewith prior to this Conservation Restriction. Said road shall provide access

from South Street for pedestrians, vehicles and utilities to Lots 1, 2, 3 and 4 on the Plan, including access to the residences proposed for construction on Lot 1.

- (17) Subject to proper authorization from Carlisle Town Meeting, either Lot 2 or Lot 3 as shown on the Plan may be conveyed separately or together. In the discretion of the Town of Carlisle Board of Selectmen, the management of Lot 2 and Lot 3 may be assigned to different agencies within the Town. In the event that ownership or management of Lots 2 and 3 is held by different parties, the benefits of this Restriction may be partially assigned by Grantee with regard to a single lot, provided that any assignee shall comply with the requirements stated in Paragraph J(2) below. If such a partial assignment occurs, this Restriction shall remain in full force and effect as though it were originally stated as two restrictions, one applicable to each lot.

The exercise of any right reserved by Grantor shall be in compliance with the Wetlands Protection Act, Massachusetts Endangered Species Act, the Natural Heritage and Endangered Species Program, and all other applicable federal, state and local laws, rules, regulations and permits.

The inclusion of any reserved right in this Paragraph B requiring a permit from a public agency does not imply that Grantee or the Commonwealth of Massachusetts takes any position on whether such permit should be issued. Without limiting the generality of the foregoing, Grantor acknowledges that Blue-Spotted Salamander (*Ambystoma laterale*) has been identified on a portion of the Premises, and all activities otherwise permitted hereunder shall be conducted in a manner and in locations acceptable to the Commonwealth of Massachusetts Natural Heritage & Endangered Species Program ("NHESP").

It is understood that in the event a permit is required from NHESP, an addendum to this conservation restriction may be recorded, delineating the areas to be protected and the areas where planning fields, a road, parking area, and utilities may be constructed. The addendum is not intended to be an amendment, but is intended to further clarify the locations and limits of the reserved rights herein.

C. Notice and Approval. Whenever notice to or approval by Grantee is required under the provisions of Paragraphs A or B, Grantor shall notify Grantee in writing not less than 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. Where Grantee's approval is required, Grantee shall grant or withhold its approval in writing within forty-five (45) days of receipt of Grantor's written request therefor. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not materially impair the purposes of this Conservation Restriction. 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 refers to the provisions of this section relating to deemed approval after the passage of time.

D. Extinguishment. If circumstances arise in the future such as to 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, by judicial proceedings in a court of competent jurisdiction or by other procedure established by law for the extinguishment of a conservation restriction, including compliance with terms of Article 97 of the Amendments to the Massachusetts Constitution applicable to conservation lands acquired with public funds. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange or involuntary conversion of the Premises, shall be entitled to no portion of the proceeds in accordance with Paragraph E below, subject, however, to any applicable law which expressly provides for a different disposition of proceeds. If, pursuant to applicable law superceding the terms of this restriction, Grantee were to receive a share of the proceeds, Grantee shall use said proceeds in a manner consistent with the conservation purposes set forth herein.

E. Proceeds. Grantor and Grantee agree that the donation of this Conservation Restriction gives rise for purposes of this Paragraph E to a property right, immediately vested in Grantee. Notwithstanding this fact, Grantor and Grantee agree that all expenses associated with acquisition and future improvement of the Premises have been and will be borne by Grantor. Consequently, the value of the property right vested in Grantee shall at all times and for all purposes be deemed to be only nominal value. If Grantee were to contribute to future improvement of the Premises, the parties may agree that Grantee's property right hereunder has a value greater than nominal value. Such an agreement shall take effect only if made in writing signed by both Grantor and Grantee and recorded as an addendum to this conservation restriction further clarifying the respective rights of the parties in the event of an extinguishment of this restriction.

F. Condemnation. Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then Grantor and Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by Grantor and Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between Grantor and Grantee in shares determined pursuant to Paragraph E (though if a less-than-fee interest is so taken, the proceeds shall be equitably allocated according to the nature of the interest taken). Grantee shall use its share of the proceeds, if any, in a manner consistent with the conservation purpose set forth herein.

G. Access. Grantor grants to the Grantee an easement to pass and repass upon the Premises for the uses permitted pursuant to Paragraph B hereof. Grantor further grants to the general public an easement to pass and repass upon the Premises for the uses permitted pursuant to Paragraph B(9) hereof, subject to reasonable regulation by the Grantor or its successors as owner of the Premises. In furtherance of said grant, there is hereby granted to Grantee the right to erect and from time to time replace, at appropriate locations near the boundaries of the Premises at locations mutually agreed upon by Grantor and Grantee, suitable signs identifying Grantee as the holder of this Conservation Restriction. Without limiting the foregoing, there is also hereby granted to Grantee and its representatives the right to enter upon 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 30 days prior written notice, 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.

H. Legal Remedies of Grantee. 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 such violation (it being agreed that 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 Grantee. Grantor covenants and agrees to reimburse Grantee all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy or abate any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred. By its acceptance, Grantee does not undertake any liability or obligation relating to the condition of the Premises not caused by Grantee or its agents, including with respect to compliance with hazardous materials or other environmental laws and regulations. Enforcement of the terms of this Conservation Restriction shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Conservation Restriction shall not be deemed or construed to be a waiver.

I. Acts Beyond Grantor's Control. Nothing contained in this Conservation Restriction shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including, but not limited to, fire, flood, storm and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. The parties agree that in the event of such an occurrence, if it is desirable that the Premises be restored, the parties will cooperate in attempting to restore the Premises, if feasible.

J. Duration and Assignability.

- (1) Perpetual Duration. The burdens of this Conservation Restriction shall run with the Premises and shall be enforceable against Grantor in perpetuity.
- (2) Execution of Instruments. After provision of a copy of any proposed instrument or notice to Grantor, Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction.
- (3) Benefits; Assignability. The benefits of this Conservation Restriction shall be in gross and shall not be assignable by Grantee, except in the following instances from time to time and with permission of Grantor, which shall not be unreasonably withheld: (i) as a condition of any assignment, Grantee requires that the purpose of this Conservation Restriction continue to be carried out; (ii) 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 (iii) in selecting a donee preference shall be given first to organizations domiciled in the Town of Carlisle and second to those which are currently holding other conservation restrictions on land located in the Town of Carlisle. In the event that the Grantee ceases to function without having assigned this Conservation Restriction to a qualified donee, such assignment shall be made by a court of competent jurisdiction. The benefits of this Conservation Restriction may be partially assigned in accord with the provisions of Paragraph B(17).

(4) Effective on Recording. Grantor and Grantee intend that the restrictions arising hereunder shall take effect when all requisite signatures pursuant to Section 32 of Chapter 184 of the General Laws have been obtained and the document has been recorded in the Middlesex North Registry of Deeds.

(5) Timely Recording. This instrument shall be recorded in a timely manner.

K. Subsequent Transfers. Grantor agrees to expressly reference the terms of this Conservation Restriction in any deed or other legal instrument by which Grantor conveys any interest in all or a portion of the Premises, including, without limitation, a leasehold interest. Failure to so shall not impair the enforceability of this Conservation Restriction in any manner.

L. Termination of Rights and Obligations. Notwithstanding anything to the contrary contained herein, the rights and obligations under this Conservation Restriction of any party holding any interest in the Premises terminate upon transfer of that party's 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.

M. Estoppel Certificates. Upon written request by Grantor, Grantee shall within twenty-one (21) days execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Conservation Restriction, and which otherwise evidences the status of this Conservation Restriction as may be requested by Grantor.

N. Miscellaneous.

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

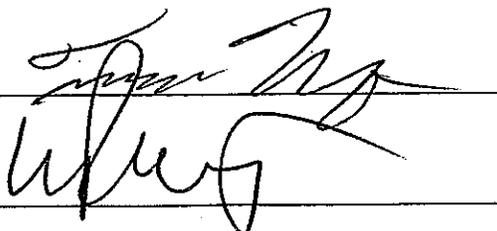
(2) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purpose of Mass. Gen. Laws Chapter 184, Sections 31-33. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

- (3) Severability. If any provision of this Conservation Restriction shall to any extent be held invalid, the remainder shall not be affected.
- (4) 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.
- (5) Amendment. If circumstances arise in the future under which an amendment to or modification of this Conservation Restriction may be appropriate, the parties reserve the right to amend this Conservation Restriction, provided that any amendment shall be effective only if it is consistent with the conservation purposes stated herein, and the amendment is consistent with applicable statutes, including without limitation M.G.L. Chapter 44B and Chapter 184, and is approved by the Commonwealth of Massachusetts Secretary of Energy and Environmental Affairs. In addition, no substantial amendment shall be made without its having been approved in advance by a two-thirds or more vote of the Town of Carlisle Town Meeting. The parties agree that increasing the number of athletic fields permitted under this restriction would constitute a substantial amendment thereof.
- (6) 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.
- (7) 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 and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

No documentary stamps are required as the Grantor is a governmental body.

Executed under seal this 25th day of September, 2007.

TOWN OF CARLISLE
By its BOARD OF SELECTMEN



John Williams
Paul A. Stevenson

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

On this 25th day of September, 2007, before me, the undersigned notary public, personally appeared Timothy Hult, Douglas Stevenson, William Tice, Jr., John D. Williams, and _____ as they constitute a majority of the Town of Carlisle Board of Selectmen, each proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that they signed it voluntarily on behalf of the Town of Carlisle, for its stated purpose.

Margaret M de Mare
Notary Public
My commission expires: 4-18-2014

Exhibits

- A Legal Description
- B Sketch Plan

ACCEPTANCE OF GRANT

The above Conservation Restriction is accepted this 18th day of September, 2007.

Carlisle Recreation Trust, Inc.

By: Allen Deary
Allen Deary, Its President

By: Jeffrey A. Brem
Jeffrey A. Brem, Its Treasurer

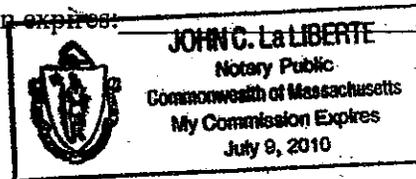
THE COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

On this 18 day of September, 2007, before me, the undersigned notary public, personally appeared Allen Deary, President, and Jeffrey A. Brem, Treasurer, of Carlisle Recreation Trust, Inc., proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that they signed it voluntarily on behalf of Carlisle Recreation Trust, Inc., for its stated purpose.

John C. LaLiberte
Notary Public

My commission expires:



APPROVAL OF SELECTMEN

We, the undersigned, being a majority of the Board of Selectmen of the Town of Carlisle, Massachusetts, hereby certify that at a meeting duly held on September 25, 2007 the Selectmen voted to approve the foregoing Conservation Restriction to Carlisle Conservation Trust, Inc. pursuant to M.G.L. Chapter 184, Section 32. In connection with said approval, we determined that the foregoing Conservation Restriction serves the public interest.

BOARD OF SELECTMEN

[Signature]
[Signature]

[Signature]
[Signature]

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

On this 25th day of September, 2007, before me, the undersigned notary public, personally appeared Timothy Hult, Douglas Stevenson and William Tice, Jr., John D. Williams, and _____ as they constitute a majority of the Town of Carlisle Board of Selectmen, each proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that they signed it voluntarily on behalf of the Town of Carlisle, for its stated purpose.

[Signature]
Notary Public
My commission expires: 4-18-2014

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

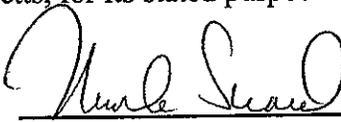
The undersigned, Secretary of the Executive Office of Energy and Environmental Affairs of The Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction to Carlisle Recreation Trust, Inc., has been approved in the public interest pursuant to M.G.L. Chapter 184, Section 32. Said approval is not be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises or any portion thereof, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

Date: 10/4, 2007 
Ian A. Bowles
Secretary of Energy and Environmental Affairs

THE COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

On this 4th day of Oct, 2007, before me, the undersigned notary public, personally appeared Ian A. Bowles, Secretary of Energy and Environmental Affairs, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily on behalf of the Commonwealth of Massachusetts, for its stated purpose.



Notary Public
My commission expires: 12/15/2011

EXHIBIT A

Premises Description

The Premises hereby restricted consists of two parcels shown as Lot 2 and Lot 3 on the plan entitled "Benfield Parcel 'A' Confirmation Plan in Carlisle, MA" dated June 26, 2007, recorded in Middlesex North Registry of Deeds herewith, and also shown on the plan entitled "Town Subdivision Plan for Parcel 'A' in Carlisle, Mass." dated August 10, 2005, recorded in Middlesex North Registry of Deeds in Plan Book 224 Page 32. According to said plans, Lot 2 consists of approximately 12.15 acres of land and Lot 3 consists of approximately 3.08 acres of land. A sketch showing the approximate location of the Premises follows as Exhibit B.

According to said plans, Lot 2 is bounded as follows:

NORTHWESTERLY	by South Street 41.20 feet;
NORTHEASTERLY	by land now or formerly of Sidney G. MacRae by two courses of 105.07 feet and 209.10 feet;
NORTHWESTERLY	by land now or formerly of said MacRae and by land now or formerly of Mildred Larson by two courses of 349.70 feet and 133.00 feet;
NORTHERLY	by land now or formerly of Allen C. Carpenito 325.30 feet;
WESTERLY	by land of said Carpenito 78.70 feet;
NORTHERLY	by land of said Carpenito by two courses of 191.90 feet and 181.80 feet;
NORTHEASTERLY	by land of said Carpenito 92.80 feet;
NORTHERLY	by land of said Carpenito 14.36 feet;
SOUTHEASTERLY	by Lot 4 shown on said plans by six courses of 38.21 feet, 34.39 feet, 47.22 feet, 31.84 feet, 43.64 feet, and 61.60 feet;
SOUTHEASTERLY	by Lot 3 shown on said plans 509.29 feet;
NORTHEASTERLY	by said Lot 3 234.97 feet;
SOUTHERLY, SOUTHWESTERLY, and SOUTHEASTERLY	by said Lot 4 by nine courses of 22.06 feet, 19.47 feet, 22.00 feet, 60.66 feet, 69.87 feet, 75.51 feet, 74.34 feet, 138.49 feet, and 113.85 feet;
SOUTHWESTERLY	by land now or formerly of Hulda Larsen Estate 194.86 feet;
WESTERLY	by Lot 1 shown on said plans 207.96 feet; and
SOUTHWESTERLY	by said Lot 1 by two courses 271.58 feet and 109.28 feet.

According to said plans, Lot 3 is bounded as follows:

NORTHEASTERLY	by Lot 2 shown on said plans 509.29 feet;
EASTERLY	by Lot 4 shown on said plans 0.66 feet;
SOUTHEASTERLY	by said Lot 4 54.45 feet;
EASTERLY	by said Lot 4 51.01 feet;

SOUTHEASTERLY
NORTHEASTERLY
EASTERLY
NORTHEASTERLY
SOUTHEASTERLY,
SOUTHERLY, and
SOUTHWESTERLY

SOUTHWESTERLY

by said Lot 4 by two courses of 38.30 feet and 34.56 feet;
by said Lot 4 by two courses of 47.92 feet and 46.15 feet;
by said Lot 4 45.25 feet;
by said Lot 4 by two courses of 32.38 feet and 46.94 feet;

by said Lot 4 along a stone wall by eight courses of 25.95
feet, 143.07 feet, 47.89 feet, 118.58 feet, 71.74 feet, 35.98
feet, 34.64 feet, and 35.38 feet; and
by said Lot 2 234.97 feet.

Title to the Premises is subject to all easements and restrictions of record, if any, including without limitation the Declaration of Easements dated September 25, 2007, by the Town of Carlisle recorded in said Deeds herewith.

The Premises is the final delineation of the parcels approximately described on the plan attached to Article 1 of the March 23, 2004, Special Town Meeting as a the "Housing Overlay District". It is also approximately shown as Parcels 2 and 3 on the plan attached to Article 20 of the May 23, 2005, Annual Town Meeting. (Due to a scrivener's error, the plan attached to said Article 20 was actually entitled "Plan B Land Use Plan Benfield Parcel A", rather than "Benfield Land Districts, Article 20, Annual Town Meeting" as stated in Article 20.) Pursuant to Article 3 of the October 30, 2006, Special Town Meeting, said Lot 2 was re-designated for open space and recreation, changed from its original designation for housing.

For Grantor's title to the Premises, see the deed of Marjorie Getchell and John M. Cornish, Trustees of South Street Nominee Trust dated April 6, 2004, recorded in said Deeds Book 17113 Page 152.

(9/17/2007)

DWLIB 210974v6
5602/18

MWE
ENGINEERS & SURVEYORS:

METROWEST ENGINEERING, INC.
75 FRANKLIN STREET
FRAMINGHAM, MA 01702
TELE.: (508)626-0063

PROPERTY OF:
TOWN OF CARLISLE
BOARD OF SELECTMEN
66 WESTFORD ROAD
CARLISLE, MA 01741

DATE: MAY 2, 2007
SCALE: 1"=750'

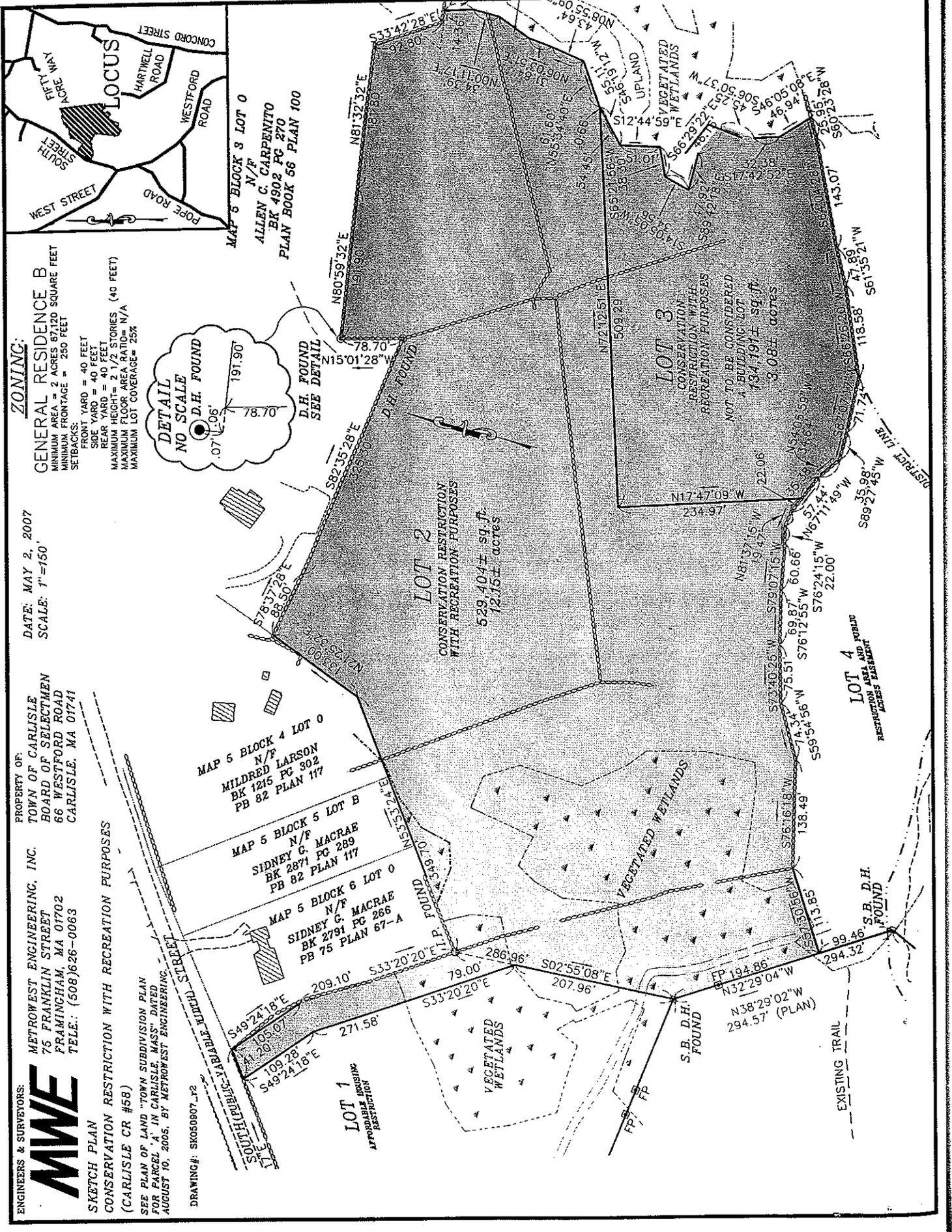
ZONING:

GENERAL RESIDENCE B
MINIMUM AREA = 2 ACRES 87,120 SQUARE FEET
MINIMUM FRONTAGE = 250 FEET
SETBACKS:
FRONT YARD = 40 FEET
SIDE YARD = 40 FEET
REAR YARD = 40 FEET
MAXIMUM HEIGHT = 2 1/2 STORIES (40 FEET)
MAXIMUM FLOOR AREA = N/A
MAXIMUM LOT COVERAGE = 25%

SKETCH PLAN
CONSERVATION RESTRICTION WITH RECREATION PURPOSES
(CARLISLE CR #58)

SEE PLAN OF LAND "TOWN SUBDIVISION PLAN FOR PARCEL 1" IN CARLISLE MASS., DATED AUGUST 10, 2005, BY METROWEST ENGINEERING.

DRAWING#: SK050907_r2



MAP 5 BLOCK 4 LOT 0
N/F
MILDRED LARSON
BK 1215 PG 302
PB 82 PLAN 117

MAP 5 BLOCK 5 LOT B
N/F
SIDNEY G. MACRAE
BK 2871 PG 289
PB 82 PLAN 117

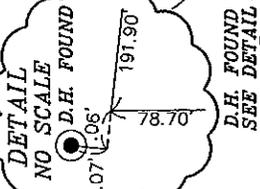
MAP 5 BLOCK 6 LOT 0
N/F
SIDNEY G. MACRAE
BK 2791 PG 286
PB 75 PLAN 67-A

LOT 1
APPROXIMATE
RESTRICTION

LOT 2
CONSERVATION RESTRICTION
WITH RECREATION PURPOSES
629,404± sq. ft.
12.15± acres

LOT 3
CONSERVATION RESTRICTION WITH RECREATION PURPOSES
NOT TO BE CONSIDERED A BUILDING LOT
134,191± sq. ft.
3.08± acres

LOT 4
RESTRICTION AREA AND PUBLIC ACCESS EASEMENT





Bk: 21698 Pg: 247 Page: 1 of 17
Recorded: 10/26/2007 02:50 PM

CONSERVATION RESTRICTION
AND PUBLIC ACCESS EASEMENT
(Carlisle CR #57)

Town of Carlisle
To
Carlisle Conservation Foundation, Inc.

Off South Street
Carlisle, Massachusetts

The Town of Carlisle, a municipal corporation, with an address at the Municipal Building, 66 Westford St., Carlisle, Massachusetts, 01741, acting by and through its Board of Selectmen, its successors and assigns ("Grantor") as the fee owner grants, with quitclaim covenants, to Carlisle Conservation Foundation, Inc., a Massachusetts charitable corporation, with an address at P.O. Box 300, Carlisle, Massachusetts, 01741, its successors and permitted assigns ("Grantee") in perpetuity and exclusively for conservation purposes, the following described Conservation Restriction on that parcel of land located off South Street in the Town of Carlisle, Massachusetts, constituting approximately twenty-five and 68/100 (25.68) acres lying on the northerly side of Spencer Brook, more particularly described in Exhibits A and B attached hereto and incorporated herein (collectively referred to as the "Premises"). For Grantor's title, see the deed dated April 6, 2004, recorded in Book 17113 Page 152 in Middlesex North Registry of Deeds.

Purposes and Background. This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the General Laws and otherwise by law. It is granted in fulfillment of the requirements of G. L. c. 44B, §12 to permanently restrict land acquired with Community Preservation Funds for "open space" as that term is used and defined in G. L. c. 44B, §2. It is granted pursuant to the authority granted by the Town of Carlisle March 23, 2004 Special Town Meeting Article 1, by the Town of Carlisle May 23, 2005, Annual Town Meeting Article 20, and by the Town of Carlisle October 30, 2006, Special Town Meeting Article 3. (Certified copies of said votes are attached as Exhibits A, B, and C, respectively, to the Declaration of Easements by the Town of Carlisle recorded herewith.)

The purpose of this Conservation Restriction is to assure that the Premises will be retained in perpetuity predominantly in their natural, scenic, and open condition, including land

to protect existing and future well fields, aquifers and recharge areas, watershed land, agricultural land, grasslands, fields, forest land, river and stream frontage; lands to protect scenic vistas; land for wildlife or nature preserve; land for passive recreational use; to protect any Blue Spotted Salamander or Blue Spotted Salamander habitat as may exist on the Premises; and to prevent any use of the Premises that will significantly impair or interfere with the conservation values of the Premises.

The Premises, comprised of approximately twenty-five and 68/100's (25.68) acres of land contain unusual, unique or outstanding qualities, the protection of which in their predominantly natural or open condition will be of benefit to the public. The public benefits resulting from conservation of the Premises and purposes served by this perpetual Conservation Restriction, include, without limitation:

- (1) preservation of a large partially open and partially wooded parcel as wildlife habitat;
- (2) provision of actual and/or potential links to other, large open space parcels in both the towns of Carlisle and Acton, and creation and preservation of arrangements for public access to the Premises, including the potential completion of public trail access across the Spencer Brook Valley;
- (3) preservation of a wildlife corridor linking Acton's Spring Hill Conservation Area with the Spencer Brook bottomlands and, in turn, with the historic and protected Estabrook Woods in the towns of Carlisle and Concord;
- (4) preservation of open space located within a Standard Metropolitan Statistical Area and located close to National Parks, the Premises being located within the Boston Standard Metropolitan Statistical Area, as now defined by the U.S. Office of Management and Budget, and being located less than 25 miles from each of Minuteman National Historic Park and Lowell National Historic Park;
- (5) preservation of significant buffers for over 140 acres of other abutting, conservation lands owned by either Grantee or the Town of Carlisle;
- (6) preservation of land ranked priority one in the Open Space and Recreation Plan for Carlisle, Massachusetts, dated September, 1994, adopted by Carlisle Town Meeting and in the update of such Plan dated January, 2000; and

Terms and Provisions of Conservation Restriction: The terms of this Conservation Restriction are as follows:

A. Prohibited Uses. Grantor will neither perform nor allow others to perform the following acts and uses, which are expressly prohibited on, above and under the Restricted Areas:

- (1) Constructing, placing or allowing to remain any temporary or permanent building, tennis court, developed athletic field, landing strip, indoor or outdoor horse riding ring, mobile home, swimming pool, asphalt or concrete pavement, sign, fence, billboard or other advertising display, antenna, utility pole, tower, conduit, line or other temporary or permanent structure or facility on, above or under the Premises;
- (2) Mining, excavating, dredging or removing of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit;
- (3) Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever or the installation of underground storage tanks;
- (4) Cutting, removing or otherwise destroying trees, grasses or other vegetation;
- (5) Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, or archaeological conservation;
- (6) The use of motorcycles, motorized trail bikes, snowmobiles and all other motor vehicles, except as required by the police, firemen or other governmental agents in carrying out their lawful duties;
- (7) The use for more than a de minimus commercial recreational activity;
- (8) Hunting or trapping;
- (9) (a) Conveyance of a part or portion of the Premises (as compared to conveyance of the entire Premises, which shall be permitted), or the division or subdivision of the Premises, (b) the use of any portion of the Premises for access for development purposes to any other land now or hereafter developed or (c) except as authorized in Paragraph B of this restriction, the use of any portion of the Premises toward building requirements on this or any other parcel.
- (10) Any other use or activity thereon which is inconsistent with the purpose of this Conservation Restriction or which would materially impair significant conservation interests unless necessary for the protection of the conservation interests that are the subject of this Conservation Restriction;

B. Reserved Rights. All acts and uses not prohibited on the Premises according to Paragraph A are permissible provided that they do not materially impair the purpose of this Conservation Restriction or other significant conservation interests. Notwithstanding the provisions of Paragraph A, the following acts and uses are also permitted but only if such uses and activities do not materially impair the purpose of this Conservation Restriction or other significant conservation interests and provided all applicable permits are obtained:

- (1) Installation, use and maintenance of water wells and wastewater disposal fields and associated below grade equipment and structures constituting a wastewater ("septic") disposal system and associated utilities and lines; provided, however, that (a) such septic system and associated grading shall not be above existing elevations; (b) such septic and wells shall be located to the maximum extent feasible so as to reduce any impact on the conservation interests protected by this conservation restriction; and (c) upon installation of such septic system and wells, the existing contours, elevations and vegetation shall be restored to the maximum extent feasible to their present condition. Said wells and septic system shall be solely for the purpose of serving (i) the residential improvements to be made on Lot 1 described on the plan entitled "Benfield Parcel 'A' Confirmation Plan in Carlisle, Mass." recorded in Middlesex North Registry of Deeds herewith (the "Plan"), (ii) the recreational improvements to be made on Lot 3 and/or Lot 2 described on the Plan, and/or (iii) the agricultural, horticultural or community gardens uses which are permitted on the Premises, Lot 2 and Lot 3.
- (2) Excavation and removal from the Premises of soil, gravel or other mineral resource or natural deposit as may be incidental to the installation or maintenance or removal of the wells and septic systems and associated utilities and lines permitted under Paragraph B(1) above or to the maintenance of good drainage, soil conservation practices or to other permissible use of the Premises.
- (3) Mowing and maintenance of existing meadows and fields to protect the conservation values of the Premises, including without limitation, scenic and wildlife habitat values.
- (4) The maintenance of piles of limbs, brush, leaves and similar biodegradable material originating on the Premises provided such piles are not conspicuous from abutting properties.
- (5) The placing, removal, maintenance, repair and reconstruction of sight-pervious fences, including without limitation historic stone walls. As used herein, "sight-pervious fencing" shall not include so-called "cyclone" or "chain-link" or "snow" fencing.
- (6) Agricultural, horticultural and animal husbandry operations carried on in accordance with sound agricultural management practices (including without limitation the cultivation and mowing of existing fields, the mowing and grazing of existing meadows).
- (7) In accordance with generally accepted forest management practices, (a) selective pruning and cutting to prevent, control or remove hazards, disease or insect damage, fire, or to preserve the present condition of the Premises, including existing fields and meadows and unpaved woods roads and trails; and (b) following notice to Grantee, the cutting of trees in accordance with a plan, prepared by a professional forester and approved by the Grantee, that is designed

to protect the conservation values of the Premises, including without limitation, scenic and wildlife habitat values.

- (8) With the prior written permission of Grantee, the expansion of existing fields for agricultural, animal husbandry, or horticultural use or non-commercial recreational uses otherwise permitted herein.
- (9) Passive recreational use such as community gardens, trails, picnicking, walking, jogging, dog walking, cross-country skiing, snowshoeing, bicycling, horseback riding, kite flying, wildlife viewing and outdoor education, fishing, hiking, sledding and other non-motorized outdoor recreational activities that do not materially alter the landscape nor degrade environmental quality.
- (10) The construction, maintenance, repair, replacement, reconstruction, reasonable enlargement and marking of trails, wetlands crossings, farm ponds, boardwalks and bridges and wildlife viewing platforms for pedestrian use, non-motorized outdoor recreational activities and/or horseback riding, as well as the maintenance of presently existing trails and woods roads substantially in their present condition, or as otherwise reasonably necessary for the uses permitted by this Conservation Restriction.
- (11) With the prior written permission of Grantee, measures (including tree cutting) designed to restore native biotic communities, or to maintain, enhance, restore or otherwise manage wildlife, wildlife habitat or rare or endangered species.
- (12) The erection, maintenance and replacement of reasonably-sized signs with respect to trespass, access and use of the Premises, and/or the Grantee's interest in the Premises and/or the protected conservation values.
- (13) The conduct of archaeological activities, including without limitation surveys, excavation and artifact retrieval, following submission of an archaeological field investigation plan and its approval in writing by Grantee and the State Archaeologist of the Massachusetts Historic Commission (or appropriate successor official).

The exercise of any right reserved by Grantor shall be in compliance with the Wetlands Protection Act, Massachusetts Endangered Species Act, the Natural Heritage and Endangered Species Program, and all other applicable federal, state and local laws, rules, regulations and permits.

The inclusion of any reserved right in this Paragraph B requiring a permit from a public agency does not imply that Grantee or the Commonwealth of Massachusetts takes any position on whether such permit should be issued. Without limiting the generality of the foregoing, Grantor acknowledges that Blue-Spotted Salamander (*Ambystoma laterale*) has been identified on a portion of the Premises, and all activities otherwise permitted hereunder shall be conducted in a

manner and in locations acceptable to the Commonwealth of Massachusetts Natural Heritage & Endangered Species Program ("NHESP").

It is understood that in the event a permit is required from NHESP, an addendum to this conservation restriction may be recorded, delineating the areas to be protected and the areas where planning fields, a road, parking area, and utilities may be constructed. The addendum is not intended to be an amendment, but is intended to further clarify the locations and limits of the reserved rights herein.

C. Notice and Approval. Whenever notice to or approval by Grantee is required under the provisions of Paragraphs A or B, Grantor shall notify Grantee in writing not less than 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. Where Grantee's approval is required, Grantee shall grant or withhold its approval in writing within forty-five (45) days of receipt of Grantor's written request therefor. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not materially impair the purposes of this Conservation Restriction. 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 refers to the provisions of this section relating to deemed approval after the passage of time.

D. Extinguishment. If circumstances arise in the future such as to 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, by judicial proceedings in a court of competent jurisdiction or by other procedure established by law for the extinguishment of a conservation restriction, including compliance with terms of Article 97 of the Amendments to the Massachusetts Constitution applicable to conservation lands acquired with public funds. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange or involuntary conversion of the Premises, shall be entitled to no portion of the proceeds in accordance with Paragraph E below, subject, however, to any applicable law which expressly provides for a different disposition of proceeds. If, pursuant to applicable law superceding the terms of this restriction, Grantee were to receive a share of the proceeds, Grantee shall use said proceeds in a manner consistent with the conservation purposes set forth herein.

E. Proceeds. Grantor and Grantee agree that the donation of this Conservation Restriction gives rise for purposes of this Paragraph E to a property right, immediately vested in Grantee. Notwithstanding this fact, Grantor and Grantee agree that all expenses associated with acquisition and future improvement of the Premises have been and will be borne by Grantor. Consequently, the value of the property right vested in Grantee shall at all times and for all purposes be deemed to be only nominal value. If Grantee were to contribute to future improvement of the Premises, the parties may agree that Grantee's property right hereunder has a value greater than nominal value. Such an agreement shall take effect only if made in writing signed by both Grantor and Grantee and recorded as an addendum to this conservation restriction

further clarifying the respective rights of the parties in the event of an extinguishment of this restriction.

F. Condemnation. Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then Grantor and Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by Grantor and Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between Grantor and Grantee in shares determined pursuant to Paragraph E (though if a less-than-fee interest is so taken, the proceeds shall be equitably allocated according to the nature of the interest taken). Grantee shall use its share of the proceeds, if any, in a manner consistent with the conservation purpose set forth herein.

G. Access. Grantor grants to the Grantee an easement to pass and repass upon the Premises for the uses permitted pursuant to Paragraph B hereof. Grantor further grants to the general public an easement to pass and repass upon the Premises for the uses permitted pursuant to Paragraph B(9) hereof, subject to reasonable regulation by the Grantor or its successors as owner of the Premises. In furtherance of said grant, there is hereby granted to Grantee the right to erect and from time to time replace, at appropriate locations near the boundaries of the Premises at locations mutually agreed upon by Grantor and Grantee, suitable signs identifying Grantee as the holder of this Conservation Restriction. Without limiting the foregoing, there is also hereby granted to Grantee and its representatives the right to enter upon 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 30 days prior written notice, 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.

H. Legal Remedies of Grantee. 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 such violation (it being agreed that 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 Grantee. Grantor covenants and agrees to reimburse Grantee all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy or abate any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred. By its acceptance, Grantee does not undertake any liability or obligation relating to the condition of the Premises not caused by Grantee or its agents, including with respect to compliance with hazardous materials or other environmental laws and regulations. Enforcement of the terms of this Conservation Restriction shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Conservation Restriction shall not be deemed or construed to be a waiver.

I. Acts Beyond Grantor's Control. Nothing contained in this Conservation Restriction shall be construed to entitle Grantee to bring any action against Grantor for any

injury to or change in the Premises resulting from causes beyond the Grantor's control, including, but not limited to, fire, flood, storm and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. The parties agree that in the event of such an occurrence, if it is desirable that the Premises be restored, the parties will cooperate in attempting to restore the Premises, if feasible.

J. Duration and Assignability.

- (1) Perpetual Duration. The burdens of this Conservation Restriction shall run with the Premises and shall be enforceable against Grantor in perpetuity.
- (2) After provision of a copy of any proposed instrument or notice to Grantor, Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction.
- (3) Benefits; Assignability. The benefits of this Conservation Restriction shall be in gross and shall not be assignable by Grantee, except in the following instances from time to time and with permission of Grantor, which shall not be unreasonably withheld: (i) as a condition of any assignment, Grantee requires that the purpose of this Conservation Restriction continue to be carried out; (ii) 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 (iii) in selecting a donee preference shall be given first to organizations domiciled in the Town of Carlisle and second to those which are currently holding other conservation restrictions on land located in the Town of Carlisle. In the event that the Grantee ceases to function without having assigned this Conservation Restriction to a qualified donee, such assignment shall be made by a court of competent jurisdiction.
- (4) Effective on Recording. Grantor and Grantee intend that the restrictions arising hereunder shall take effect when all requisite signatures pursuant to Section 32 of Chapter 184 of the General Laws have been obtained and the document has been recorded in the Middlesex North Registry of Deeds.
- (5) Timely Recording. This instrument shall be recorded in a timely manner.

K. Subsequent Transfers. Grantor agrees to expressly reference the terms of this Conservation Restriction in any deed or other legal instrument by which Grantor conveys any interest in all or a portion of the Premises, including, without limitation, a leasehold interest. Failure to do so shall not impair this Conservation Restriction in any manner.

L. Termination of Rights and Obligations. Notwithstanding anything to the contrary contained herein, the rights and obligations under this Conservation Restriction of any party

holding any interest in the Premises terminate upon transfer of that party's 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.

M. Estoppel Certificates. Upon written request by Grantor, Grantee shall within twenty-one (21) days execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Conservation Restriction, and which otherwise evidences the status of this Conservation Restriction as may be requested by Grantor.

N. Miscellaneous.

- (1) Controlling Law. The interpretation and performance of this 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 in favor of the grant to effect the purpose 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 purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.
- (3) Severability. If any provision of this Conservation Restriction shall to any extent be held invalid, the remainder shall not be affected.
- (4) 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.
- (5) Amendment. If circumstances arise in the future under which an amendment to or modification of this Conservation Restriction may be appropriate, the parties reserve the right by mutual agreement to amend this Conservation Restriction, provided that any amendment shall be effective only if it is consistent with the conservation purposes stated herein, and the amendment is consistent with applicable statutes, including without limitation M.G.L. Chapter 44B and Chapter 184, and is approved by the Commonwealth of Massachusetts Secretary of Energy and Environmental Affairs. In addition, no substantial amendment shall be made without its having been approved in advance by a two-thirds or more vote of the Town of Carlisle Town Meeting.
- (6) 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.

- (7) 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 and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

No documentary stamps are required as the Grantor is a governmental body.

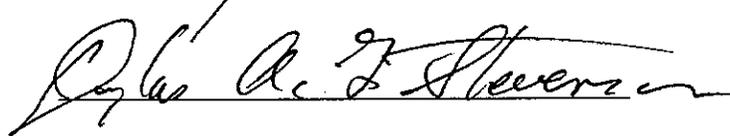
Executed under seal this 25th day of September, 2007.

TOWN OF CARLISLE
By its
BOARD OF SELECTMEN









EXHIBITS

- A Legal Description
- B Sketch Plan

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

On this 15th day of September, 2007, before me, the undersigned notary public, personally appeared Timothy Hult, Douglas Stevenson, William Rice, Jr., John D. Williams, and _____ as they constitute a majority of the Town of Carlisle Board of Selectmen, each proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that they signed it voluntarily on behalf of the Town of Carlisle, for its stated purpose.

Margaret M. deMare
Notary Public
My commission expires: 4-18-2014

ACCEPTANCE OF GRANT

The above Conservation Restriction is accepted this 6th day of September, 2007.

CARLISLE CONSERVATION
FOUNDATION, INC.

By: Sally L. Swift
Sally L. Swift, Its President

By: Fontaine K. Richardson
Fontaine Richardson, Treasurer

(For signer's authority, see certificate
of vote recorded herewith.)

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

On this 6th day of September, 2007, before me, the undersigned notary public, personally appeared Sally L. Swift, President, of Carlisle Conservation Foundation, Inc., proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily on behalf of Carlisle Conservation Foundation, Inc., for its stated purpose.

Stylia H. Roberts Willard
Notary Public
My commission expires:  **STYLIA H. ROBERTS WILLARD**
Notary Public
Commonwealth of Massachusetts
My Commission Expires
May 9, 2014

APPROVAL OF SELECTMEN

We, the undersigned, being a majority of the Board of Selectmen of the Town of Carlisle, Massachusetts, hereby certify that at a meeting duly held on September 25, 2007 the Selectmen voted to approve the foregoing Conservation Restriction to Carlisle Conservation Foundation, Inc. pursuant to M.G.L. Chapter 184, Section 32. In connection with said approval, we determined that the foregoing Conservation Restriction serves the public interest.

BOARD OF SELECTMEN

[Signature]

[Signature]

[Signature]

[Signature]

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

On this 25th day of September 2007, before me, the undersigned notary public, personally appeared Timothy Hult, Douglas Stevenson, William Tice, Jr., John Williams, and _____ as they constitute a majority of the Town of Carlisle Board of Selectmen, each proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that they signed it voluntarily on behalf of the Town of Carlisle, for its stated purpose.

Margaret M deMare
Notary Public
My commission expires: 4-18-2014

**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 Carlisle Conservation Foundation, Inc. has been approved in the public interest pursuant to M.G.L. Chapter 184, Section 32. Said approval is not be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises or any portion thereof, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

Date: 10/4, 2007 
Ian A. Bowles
Secretary of Energy and Environmental Affairs

THE COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

On this 4th day of October, 2007, before me, the undersigned notary public, personally appeared Ian A. Bowles, Secretary of Energy and Environmental Affairs, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily on behalf of the Commonwealth of Massachusetts, for its stated purpose.


Notary Public
My commission expires: 12/15/2011

EXHIBIT A

Premises Description

The Premises hereby restricted is shown as Lot 4 on the plan entitled "Benfield Parcel 'A' Confirmation Plan in Carlisle, MA" dated June 26, 2007, recorded in Middlesex North Registry of Deeds herewith and also shown on the plan entitled "Town Subdivision Plan for Parcel 'A' in Carlisle, Mass." dated August 10, 2005, recorded in Middlesex North Registry of Deeds in Plan Book 224 Page 32. According to said plans, Lot 4 consists of approximately 25.68 acres of land. A sketch showing the approximate location of the Premises follows as Exhibit B.

According to said plans, Lot 4 is bounded as follows:

NORTHERLY	by land now or formerly of Allen C. Carpentino 235.24 feet;
SOUTHEASTERLY	by land now or formerly of Tarik Samman et al. and land now or formerly of David C. Hart et al., by eight courses of 41.79 feet, 55.95 feet, 66.32 feet, 126.84 feet, 56.88 feet, 50.50 feet, 60.07 feet, and 59.67 feet;
SOUTHEASTERLY	by land now or formerly of David C. Hart et al. and by land now or formerly of James H. Furneaux et al. approximately 941.00 feet;
VARIOUSLY SOUTHWESTERLY	by the thread of Spencer Brook approximately 1486 feet; by land now or formerly of Carlisle Conservation Foundation, Inc. approximately 210.00 feet;
WESTERLY	by land now or formerly of Hulda Larsen Estate 763.98 feet;
SOUTHWESTERLY NORTHERLY, NORTHEASTERLY, and NORTHWESTERLY	by land of said Larsen 99.46 feet; by Lot 2 on said plan by nine courses of 113.85 feet, 138.49 feet, 74.34 feet, 75.51 feet, 69.87 feet, 60.66 feet, 22.00 feet, 19.47 feet, and 22.06 feet;
NORTHWESTERLY, NORTHERLY, and NORTHEASTERLY	by Lot 3 on said plan along a stone wall by eight courses of 35.38 feet, 34.64 feet, 35.98 feet, 71.74 feet, 118.58 feet, 47.89 feet, 143.07 feet, and 25.95 feet;
SOUTHWESTERLY WESTERLY	by said Lot 3 by two courses of 46.94 feet and 32.38 feet; by said Lot 3 45.25 feet;
SOUTHWESTERLY NORTHWESTERLY WESTERLY	by said Lot 3 by two courses of 46.15 feet and 47.92 feet; by said Lot 3 by two courses of 34.56 feet and 38.30 feet; by said Lot 3 51.01 feet;
NORTHWESTERLY	by said Lot 3 54.45 feet;

WESTERLY
NORTHWESTERLY

by said Lot 3 0.66 feet;
by said Lot 2 by six courses of 61.60 feet, 43.64 feet, 31.84 feet, 47.22 feet, 34.39 feet, and 38.21 feet;

Title to the Premises is subject to all easements and restrictions of record, if any, including without limitation the Declaration of Easements dated September 25, 2007, by the Town of Carlisle recorded in said Deeds herewith.

The Premises is the final delineation of the parcels approximately described on the plan attached to Article 1 of the March 23, 2004, Special Town Meeting as the "Designated Open Space Parcel". It is also approximately shown as "Parcel 4 Conservation" on the plan attached to Article 20 of the May 23, 2005, Annual Town Meeting. (Due to a scrivener's error, the plan attached to said Article 20 was actually entitled "Plan B Land Use Plan Benfield Parcel A", rather than "Benfield Land Districts, Article 20, Annual Town Meeting" as stated in Article 20.)

For Grantor's title to the Premises, see the deed of Marjorie Getchell and John M. Cornish, Trustees of South Street Nominee Trust dated April 6, 2004, recorded in said Deeds Book 17113 Page 152.

(9/17/2007)

DWLIB 210973v4
5602/18

11

1

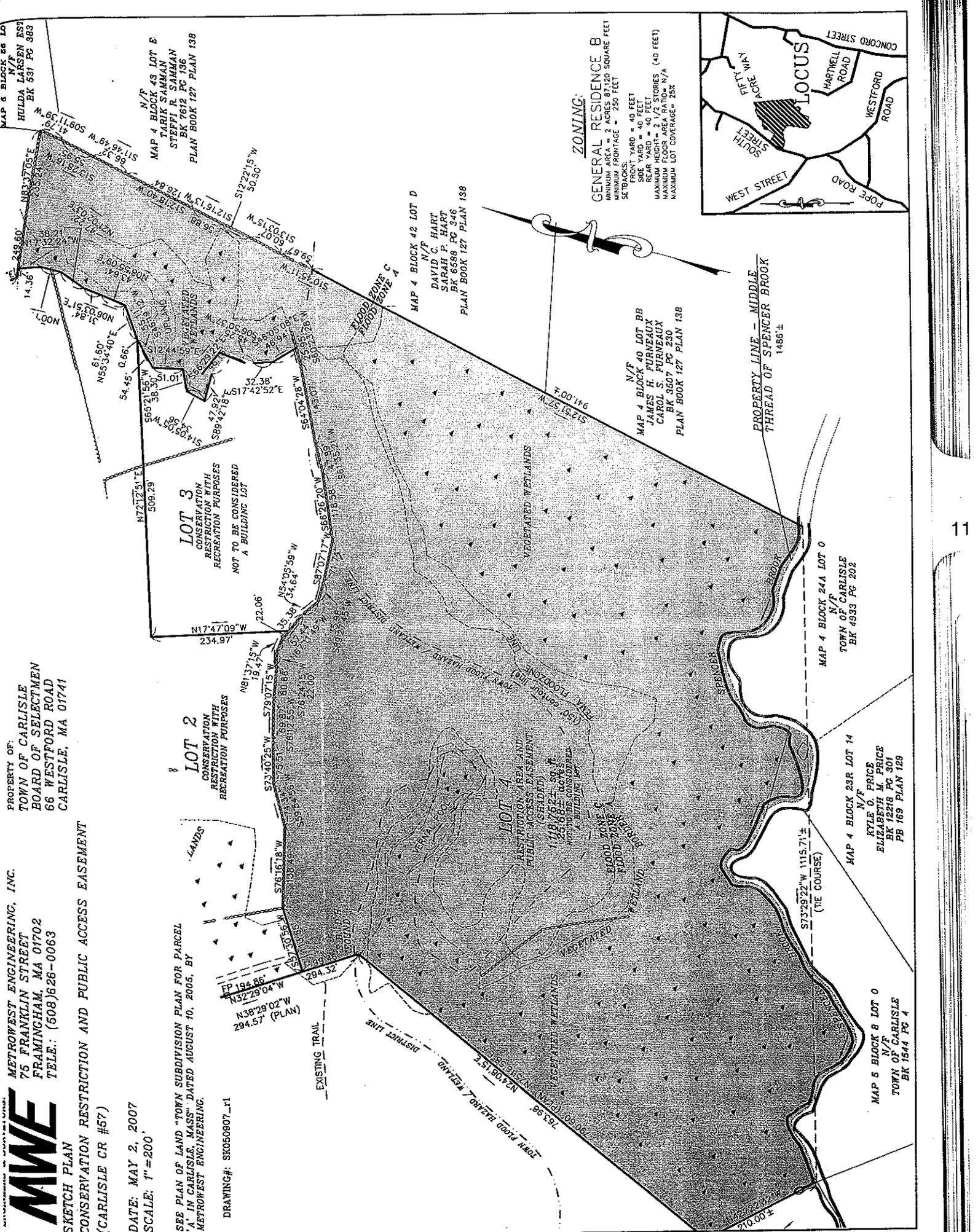
1

SKETCH PLAN
CONSERVATION RESTRICTION AND PUBLIC ACCESS EASEMENT
 (CARLISLE CR #57)

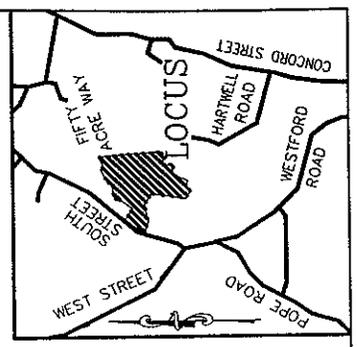
DATE: MAY 2, 2007
 SCALE: 1"=200'

SEE PLAN OF LAND "TOWN SUBDIVISION PLAN FOR PARCEL 'A' IN CARLISLE, MASS" DATED AUGUST 10, 2006, BY METROWEST ENGINEERING.

DRAWING#: SK050907_r1



ZONING:
 GENERAL RESIDENCE B
 MINIMUM PLOT AREA = 2 ACRES OR 174,240 SQUARE FEET
 SETBACKS: FRONTAGE = 250 FEET
 FRONT YARD = 40 FEET
 SIDE YARD = 40 FEET
 REAR YARD = 40 FEET
 MAXIMUM FLOOR AREA RATIO = N/A
 MAXIMUM LOT COVERAGE = 25%



Appendix C:
**Massachusetts Department of Housing and Community
Development Community Profile**
and
U.S. 2000 Census Data for the Town of Carlisle

(see following pages)



CARLISLE

Middlesex County

NARRATIVE
GEOGRAPHY
GOVERNMENT
DEMOGRAPHICS
HOUSING CHARACTERISTICS
TRANSPORTATION
CULTURE AND RECREATION
MISCELLANEOUS

NARRATIVE

Narrative

The Town of Carlisle offers peaceful residential living located within a short ride of Boston. Carlisle maintains a rich tradition in the preservation of open space and scenic ways and almost 20% of the town's 15 square miles is dedicated conservation land. The town serves as the home of the only working cranberry bog in Middlesex County and also offers residents and visitors the beauty of Great Brook State Farm Park, numerous hiking trails and open fields. Carlisle maintains a small-town atmosphere with the enthusiastic support of its citizenry. The town operates by the historic open town meeting form of government and its residents volunteer their time to serve on the town's boards and committees. Carlisle also offers an excellent elementary school system and is joined with the Town of Concord to offer a quality high school education.

(Narrative supplied by community)



GEOGRAPHY

Location

Eastern Massachusetts, bordered by Concord on the south, Acton and Westford on the west, Chelmsford on the north, and Billerica and Bedford on the east. Carlisle is about 11 miles south of Lowell, 20 miles northwest of Boston, 26 miles east of Fitchburg, and 218 miles from New York City.

Total Area: 15.53 sq. miles

Land Area: 15.36 sq. miles

Population: 4,333

Density: 282 per sq. mile

Climate

(National Climatic Data Center)

(Bedford Station)

Normal temperature in January.....24.3°F

Normal temperature in July.....71.2°F

Normal annual precipitation.....44.8"

U.S.G.S. Topographical Plates

Billerica, Westford

Regional Planning Agency

Metropolitan Area Planning Council

Metropolitan Statistical Area

(1993 Definition)

Boston



GOVERNMENT

Municipal Offices

Main Number: (978) 369-6155

Telephone Numbers for Public Information

Form of Government

Board of Selectmen

Town Administrator

Open Town Meeting

Year Incorporated

As a town: 1805

Registered Voters (Secretary of State 1994)

	Number	%	
Total Registered	2,867		
Democrats	647	22.6	%
Republicans	607	21.2	%
Other parties	4	0.1	%
Unenrolled Voters	1,609	56.1	%

Legislators

Senators and Representatives by City and Town



DEMOGRAPHICS

Table DP-1. Profile of General Demographic Characteristics: 2000

Geographic Area: Carlisle town, Middlesex County, Massachusetts

[For information on confidentiality protection, nonsampling error, and definitions, see text]

Subject	Number	Percent	Subject	Number	Percent
Total population.....	4,717	100.0	HISPANIC OR LATINO AND RACE		
SEX AND AGE			Total population.....	4,717	100.0
Male.....	2,338	49.6	Hispanic or Latino (of any race).....	56	1.2
Female.....	2,379	50.4	Mexican.....	8	0.2
Under 5 years.....	340	7.2	Puerto Rican.....	6	0.1
5 to 9 years.....	439	9.3	Cuban.....	1	-
10 to 14 years.....	461	9.8	Other Hispanic or Latino.....	41	0.9
15 to 19 years.....	280	5.9	Not Hispanic or Latino.....	4,661	98.8
20 to 24 years.....	85	1.8	White alone.....	4,364	92.5
25 to 34 years.....	213	4.5	RELATIONSHIP		
35 to 44 years.....	884	18.7	Total population.....	4,717	100.0
45 to 54 years.....	1,033	21.9	In households.....	4,717	100.0
55 to 59 years.....	339	7.2	Householder.....	1,618	34.3
60 to 64 years.....	248	5.3	Spouse.....	1,271	26.9
65 to 74 years.....	277	5.9	Child.....	1,641	34.8
75 to 84 years.....	81	1.7	Own child under 18 years.....	1,423	30.2
85 years and over.....	37	0.8	Other relatives.....	83	1.8
Median age (years).....	41.9	(X)	Under 18 years.....	21	0.4
18 years and over.....	3,272	69.4	Nonrelatives.....	104	2.2
Male.....	1,606	34.0	Unmarried partner.....	50	1.1
Female.....	1,666	35.3	In group quarters.....	-	-
21 years and over.....	3,177	67.4	Institutionalized population.....	-	-
62 years and over.....	525	11.1	Noninstitutionalized population.....	-	-
65 years and over.....	395	8.4	HOUSEHOLD BY TYPE		
Male.....	202	4.3	Total households.....	1,618	100.0
Female.....	193	4.1	Family households (families).....	1,372	84.8
RACE			With own children under 18 years.....	751	46.4
One race.....	4,656	98.7	Married-couple family.....	1,271	78.6
White.....	4,409	93.5	With own children under 18 years.....	693	42.8
Black or African American.....	8	0.2	Female householder, no husband present.....	76	4.7
American Indian and Alaska Native.....	3	0.1	With own children under 18 years.....	46	2.8
Asian.....	228	4.8	Nonfamily households.....	246	15.2
Asian Indian.....	59	1.3	Householder living alone.....	184	11.4
Chinese.....	122	2.6	Householder 65 years and over.....	79	4.9
Filipino.....	1	-	Households with individuals under 18 years.....	764	47.2
Japanese.....	11	0.2	Households with individuals 65 years and over.....	289	17.9
Korean.....	32	0.7	Average household size.....	2.92	(X)
Vietnamese.....	-	-	Average family size.....	3.18	(X)
Other Asian ¹	3	0.1	HOUSING OCCUPANCY		
Native Hawaiian and Other Pacific Islander.....	2	-	Total housing units.....	1,655	100.0
Native Hawaiian.....	-	-	Occupied housing units.....	1,618	97.8
Guamanian or Chamorro.....	-	-	Vacant housing units.....	37	2.2
Samoan.....	-	-	For seasonal, recreational, or		
Other Pacific Islander ²	2	-	occasional use.....	8	0.5
Some other race.....	6	0.1	Homeowner vacancy rate (percent).....	0.6	(X)
Two or more races.....	61	1.3	Rental vacancy rate (percent).....	2.9	(X)
<i>Race alone or in combination with one</i>			HOUSING TENURE		
<i>or more other races:</i> ³			Occupied housing units.....	1,618	100.0
White.....	4,468	94.7	Owner-occupied housing units.....	1,518	93.8
Black or African American.....	21	0.4	Renter-occupied housing units.....	100	6.2
American Indian and Alaska Native.....	18	0.4	Average household size of owner-occupied units.....	2.96	(X)
Asian.....	255	5.4	Average household size of renter-occupied units.....	2.30	(X)
Native Hawaiian and Other Pacific Islander.....	7	0.1			
Some other race.....	12	0.3			

- Represents zero or rounds to zero. (X) Not applicable.

¹ Other Asian alone, or two or more Asian categories.

² Other Pacific Islander alone, or two or more Native Hawaiian and Other Pacific Islander categories.

³ In combination with one or more of the other races listed. The six numbers may add to more than the total population and the six percentages may add to more than 100 percent because individuals may report more than one race.

Source: U.S. Census Bureau, Census 2000.



HOUSING CHARACTERISTICS

Home Sales (Banker & Tradesman)-
Town Stats - Free market Statistics

Subsidized Housing Units (DHCD 1998)

DHCD Subsidized Housing Inventory

Subsidized Housing Units: The number of housing units which count toward the municipality's 10% goal for low- and moderate-income housing. It includes both subsidized affordable units and market rate units in certain eligible subsidized developments.

Public Housing Units (DHCD 1999)

Conventional State: 0
Conventional Federal: 0

Rental Assistance(DHCD 1999)

State (MRVP): 0
Federal (Section 8): 0



TRANSPORTATION

TRANSPORTATION AND ACCESS

Carlisle is situated in the Greater Boston Area, which has excellent rail, air, and highway facilities. State Route 128 and Interstate Route 495 divide the region into inner and outer zones, which are connected by numerous "spokes" providing direct access to the airport, port, and intermodal facilities of Boston.

Major Highways

Principal highways are State Route 2 and State Route 225, which runs NW-SE between Interstate Route 495 and State Route 128.

Rail

There is no passenger or freight rail service in Carlisle, but the network of intermodal facilities serving Massachusetts is easily accessible.

Bus

Carlisle is not affiliated with a regional transit authority.

Other

The Boston docks, bus terminals, and Logan International Airport are easily accessible from Carlisle. Additional air service is available at L.G. Hanscom Field in neighboring Bedford. Hanscom Field is a General Aviation Airport with two paved runways: a 5,100' runway and a 7,000' runway. Instrument approaches available: Precision and non-precision.



CULTURE AND RECREATION

LIBRARIES

Board of Library Commissioners On-line Library Catalog

MUSEUMS

(American Association of Museums)

None

RECREATION

Telephone Numbers for Public Information

Recreational Facilities (Recreational sites and activities)

Department of Environmental Management Recreation Section

 MISCELLANEOUS

HEALTH FACILITIES

(Dept. of Public Health 1992)

Hospitals

None

Long Term Care

None

Hospices

None

Rest Homes

None

UTILITIES

Telephone Numbers for Public Utilities

ACKNOWLEDGEMENT

The Department of Housing and Community Development would like to thank the many government agencies noted as having provided information for the community profiles. In addition to these agencies, the Regional Transit Authorities assisted with the transportation component of the profiles. We gratefully acknowledge the assistance of many city and town officials, which enabled us to include information obtainable only at the local level. DHCD would also like to thank the following individuals for providing special help: Leslie A. Kirwan, Deputy Commissioner, Division of Local Services, Department of Revenue; Richard Shibley, Deputy Secretary of State; Bob Beattie of the Department of Public Health; Charles W. Clifford from the Martha's Vineyard Commission; Dennis Coffey of the Executive Office of Transportation and Construction; Donna Fletcher and Christian Jacqz of the Executive Office of Environmental Affairs; James Griffin from the MBTA; Karen Loh from Banker & Tradesman; Todd Maio from the Department of Welfare; Geoffrey Morton from the Election Division of the Secretary of State's Office; Stephen R. Muench of the Massachusetts Aeronautics Commission; Rol Murrow of the Aircraft Owners and Pilots Association; Mary Ann Neary and Emmanuelle Fletcher, reference librarians at the State House Library; Jeff Nellhaus from the Department of Education; and George Sanborn, reference librarian at the State Transportation Library.

NOTE: The COMMUNITY PROFILE draws information from a diversity of sources. The main source of information is listed under each section. In some instances comments submitted by the municipality were incorporated to correct and/or enhance the information obtained from the main source. However, no changes were made to those data bases which must be consistent throughout the state. DHCD has made efforts to ensure the accuracy of all data in the COMMUNITY PROFILES, but cannot take responsibility for any consequences arising from the use of the information contained in this document.



DP-2. Profile of Selected Social Characteristics: 2000
 Data Set: Census 2000 Summary File 3 (SF 3) - Sample Data
 Geographic Area: **Carlisle town, Middlesex County, Massachusetts**

NOTE: Data based on a sample except in P3, P4, H3, and H4. For information on confidentiality protection, sampling error, nonsampling error, definitions, and count corrections see <http://factfinder.census.gov/home/en/datanotes/expsf3.htm>.

Subject	Number	Percent
SCHOOL ENROLLMENT		
Population 3 years and over enrolled in school	1,401	100.0
Nursery school, preschool	159	11.3
Kindergarten	101	7.2
Elementary school (grades 1-8)	701	50.0
High school (grades 9-12)	284	20.3
College or graduate school	156	11.1
EDUCATIONAL ATTAINMENT		
Population 25 years and over	3,146	100.0
Less than 9th grade	0	0.0
9th to 12th grade, no diploma	20	0.6
High school graduate (includes equivalency)	140	4.5
Some college, no degree	255	8.1
Associate degree	107	3.4
Bachelor's degree	1,395	44.3
Graduate or professional degree	1,229	39.1
Percent high school graduate or higher	99.4	(X)
Percent bachelor's degree or higher	83.4	(X)
MARITAL STATUS		
Population 15 years and over	3,480	100.0
Never married	506	14.5
Now married, except separated	2,663	76.5
Separated	15	0.4
Widowed	125	3.6
Female	94	2.7
Divorced	171	4.9
Female	83	2.4
GRANDPARENTS AS CAREGIVERS		
Grandparent living in household with one or more own grandchildren under 18 years	35	100.0
Grandparent responsible for grandchildren	5	14.3
VETERAN STATUS		
Civilian population 18 years and over	3,268	100.0
Civilian veterans	312	9.5
DISABILITY STATUS OF THE CIVILIAN NONINSTITUTIONALIZED POPULATION		
Population 5 to 20 years	1,197	100.0
With a disability	46	3.8
Population 21 to 64 years	2,796	100.0
With a disability	185	6.6
Percent employed	74.6	(X)
No disability	2,611	93.4

Subject	Number	Percent (X)
Percent employed	77.5	
Population 65 years and over	402	100.0
With a disability	79	19.7
RESIDENCE IN 1995		
Population 5 years and over	4,395	100.0
Same house in 1995	2,846	64.8
Different house in the U.S. in 1995	1,344	30.6
Same county	724	16.5
Different county	620	14.1
Same state	190	4.3
Different state	430	9.8
Elsewhere in 1995	205	4.7
NATIVITY AND PLACE OF BIRTH		
Total population	4,717	100.0
Native	4,149	88.0
Born in United States	4,101	86.9
State of residence	2,330	49.4
Different state	1,771	37.5
Born outside United States	48	1.0
Foreign born	568	12.0
Entered 1990 to March 2000	231	4.9
Naturalized citizen	282	6.0
Not a citizen	286	6.1
REGION OF BIRTH OF FOREIGN BORN		
Total (excluding born at sea)	568	100.0
Europe	290	51.1
Asia	153	26.9
Africa	0	0.0
Oceania	7	1.2
Latin America	20	3.5
Northern America	98	17.3
LANGUAGE SPOKEN AT HOME		
Population 5 years and over	4,395	100.0
English only	4,011	91.3
Language other than English	384	8.7
Speak English less than 'very well	64	1.5
Spanish	19	0.4
Speak English less than "very well"	0	0.0
Other Indo-European languages	261	5.9
Speak English less than "very well"	29	0.7
Asian and Pacific Island languages	98	2.2
Speak English less than "very well"	29	0.7
ANCESTRY (single or multiple)		
Total population	4,717	100.0
<i>Total ancestries reported</i>	5,668	120.2
Arab	23	0.5
Czech ¹	34	0.7
Danish	20	0.4
Dutch	51	1.1
English	913	19.4
French (except Basque) ¹	271	5.7
French Canadian ¹	72	1.5
German	604	12.8
Greek	135	2.9
Hungarian	26	0.6
Irish ¹	779	16.5
Italian	449	9.5

Subject	Number	Percent
Lithuanian	53	1.1
Norwegian	81	1.7
Polish	198	4.2
Portuguese	20	0.4
Russian	220	4.7
Scotch-Irish	126	2.7
Scottish	166	3.5
Slovak	48	1.0
Subsaharan African	0	0.0
Swedish	134	2.8
Swiss	55	1.2
Ukrainian	11	0.2
United States or American	210	4.5
Welsh	33	0.7
West Indian (excluding Hispanic groups)	0	0.0
Other ancestries	936	19.8

(X) Not applicable.

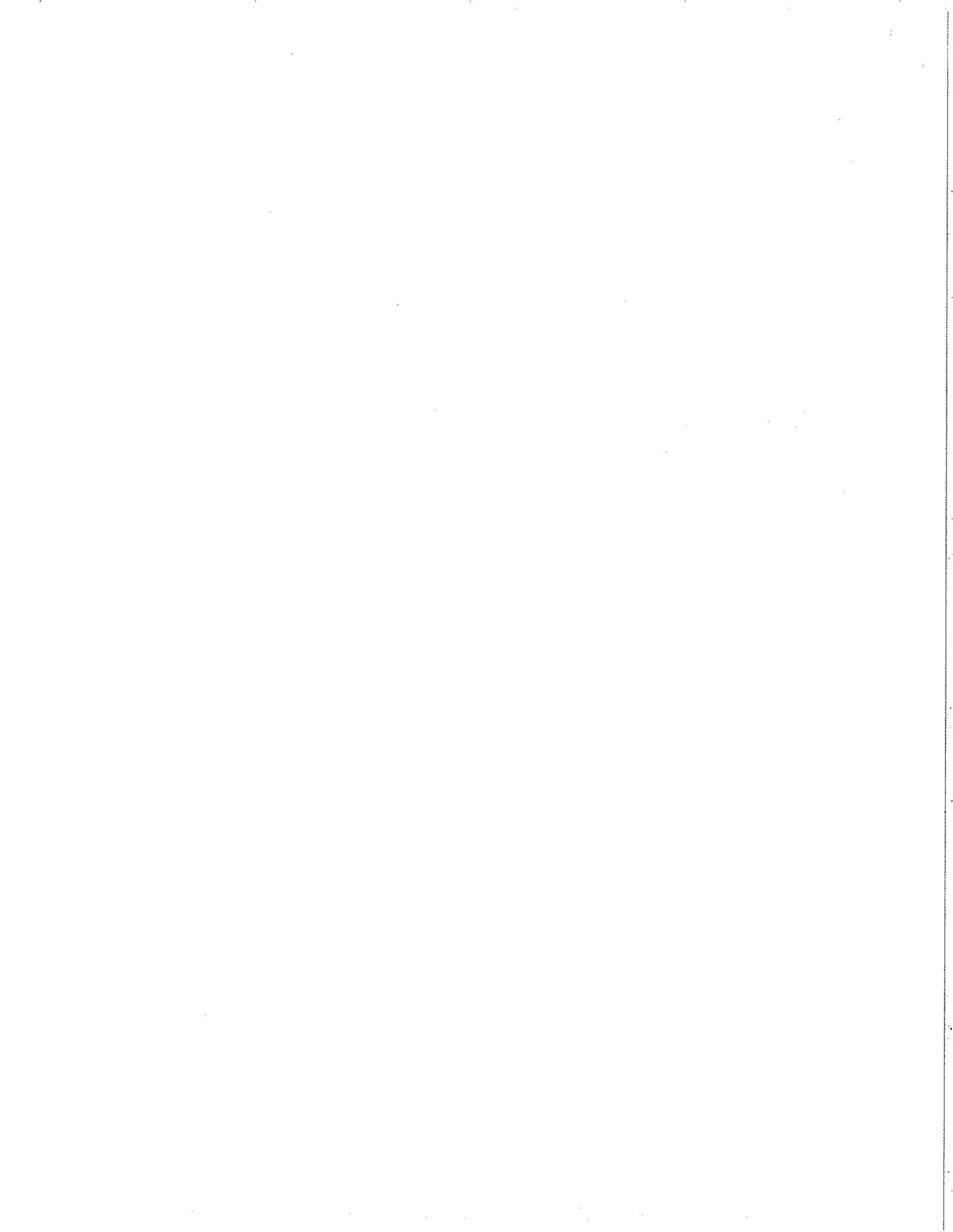
¹ The data represent a combination of two ancestries shown separately in Summary File 3. Czech includes Czechoslovakian. French includes Alsatian. French Canadian includes Acadian/Cajun. Irish includes Celtic.

[Ancestry Code List \(PDF 35KB\)](#)

[Place of Birth Code List \(PDF 74KB\)](#)

[Language Code List \(PDF 17KB\)](#)

Source: U.S. Census Bureau, Census 2000 Summary File 3, Matrices P18, P19, P21, P22, P24, P36, P37, P39, P42, PCT8, PCT16, PCT17, and PCT19



Appendix D:
**Carlisle Housing Authority Neighboring Community
Affordable Senior Rental Housing Survey**

(see following pages)

Carlisle Neighboring Towns Senior Affordable Housing Survey April 24th – May 5th 2008³

Name	Number of Seniors & Disabled on the Waiting List ¹	Number of Years Wait for Non-Local Preference (seniors from other towns) ²	Additional comments:
Acton Housing Authority	Over 200 applicants	Local preference so high, cannot remember when non-local senior/disabled applicant offered housing in Acton.	As with all Housing Authorities, emergencies are addressed first.
Bedford Housing Authority	31 applicants	Two plus years	
Billerica Housing Authority	253 applicants, Veterans & non-local preference	Two plus years	Cannot remember when non-local senior applicant was offered housing (in past five years). A couple of non-local preference disabled applicants were offered housing.
Chelmsford Housing Authority	State-subsidized housing: 92 applicants (local and non-local preference). Federally subsidized housing: 33 applicants.	Three to five year wait	As with all the other housing authorities, the CHA accepts applicants from all who want to apply. The reality is that the applicants may never get in. Federal rules require that for every seven local preference applicants, there be three non-local preference applicants accepted.
Concord Housing Authority	200 plus applicants	In 14 years, no non-local preference received senior or disabled housing.	A couple from Carlisle called a couple of weeks ago, inquiring about housing opportunities. They had left Carlisle, and hoped to move back to the area.
Westford Housing Authority	54 Non-local applicants on waiting list.	10 to 15 years	

¹ Estimate.

² Estimate.

³ Conducted by the Carlisle Housing Authority (CHA), April 24th to May 5th, 2008. The CHA interviewed the leasing and occupancy offices of the Acton, Bedford, Billerica, Chelmsford, Concord and Westford Housing Authorities.

Appendix E: Site Context

Site Context

Carlisle Town Hall, 66 Westford Street (A) to Benfield Parcel, South Street (B), Carlisle, Massachusetts.

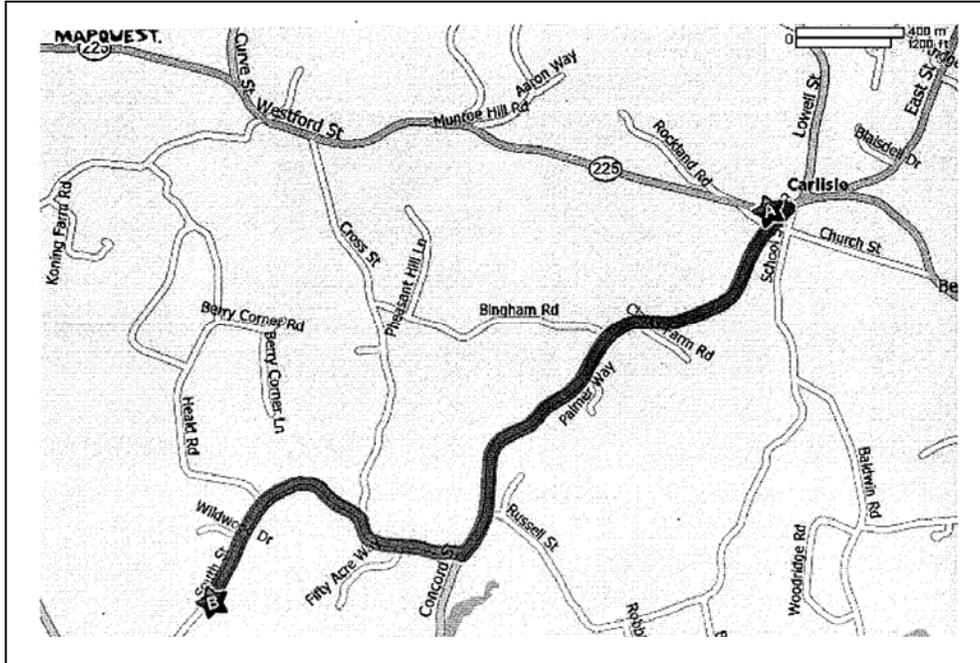
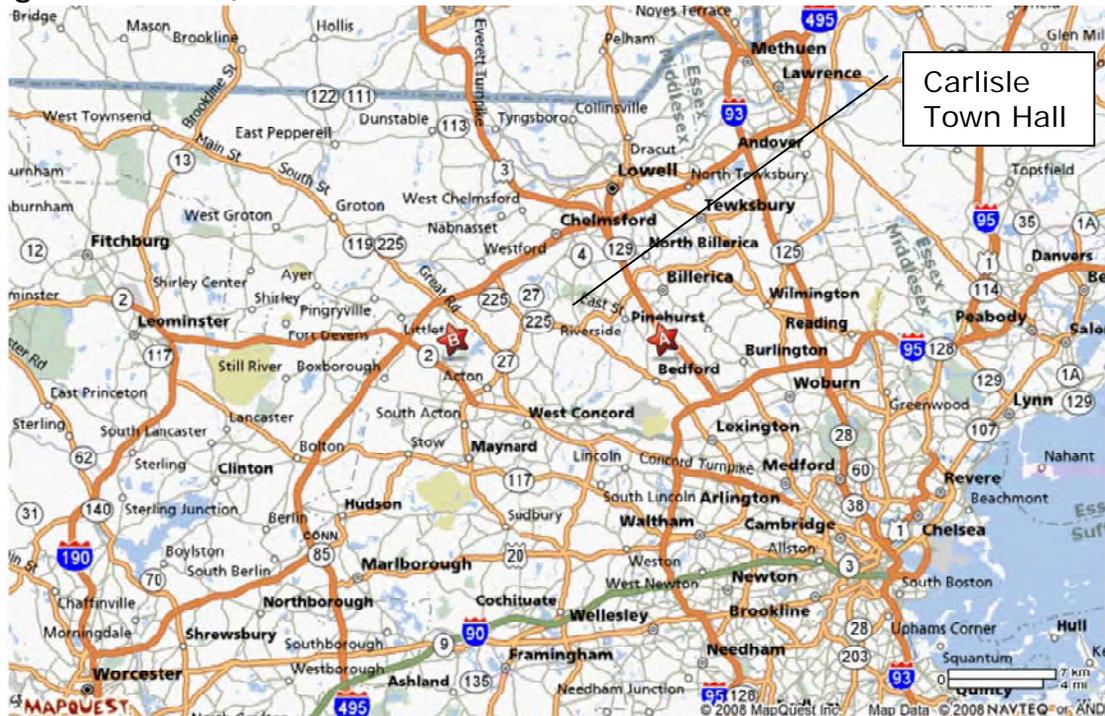


Figure 1 Carlisle, Massachusetts - Route 225



Carlisle Housing Authority Request for Proposal
August 13, 2008

Appendix F:
Benfield Parcel, South Street, Carlisle Deed

(see following pages)



Bk: 21698 Pg: 285 Page: 1 of 4
Recorded: 10/26/2007 02:50 PM

QUITCLAIM DEED

Off South Street
Carlisle, Massachusetts

The **Town of Carlisle**, a municipal corporation, with an address at the Municipal Building, 66 Westford St., Carlisle, Massachusetts, 01741, acting by and through its **Board of Selectmen**, its successors and assigns ("Grantor"), as the fee owner grants, with QUITCLAIM COVENANTS*, to the **Town of Carlisle**, a municipal corporation, with an address at the Municipal Building, 66 Westford St., Carlisle, Massachusetts, 01741, acting by and through its **Housing Authority**, its successors and assigns ("Grantee") the following described parcel of land consisting of 4.39 acres lying on the southerly side of South Street, Town of Carlisle, Massachusetts, more particularly described as follows:

** for nominal consideration*

Parcel shown as Lot 1 on the plan entitled "Town Subdivision Plan for Parcel 'A' in Carlisle, Mass." dated August 10, 2005, recorded in Middlesex North Registry of Deeds in Plan Book 224 Page 32, and also on the plan entitled "Benfield Parcel 'A' Confirmation Plan in Carlisle, Mass." dated June 26, 2007, recorded herewith. According to said plans, Lot 1 consists of approximately 4.39 acres of land.

Title to the Premises is subject to all easements and restrictions of record, if any, including without limitation the Declaration of Easements dated September 25, 2007, by the Town of Carlisle and the Affordable Housing Restriction dated September 25, 2007, by the Town of Carlisle, both recorded in said Deeds herewith.

The Premises is conveyed pursuant to the authority and subject to the restrictions granted by the Town of Carlisle March 23, 2004 Special Town Meeting Article 1, by the Town of Carlisle May 23, 2005, Annual Town Meeting Article 20, and by the Town of Carlisle October 30, 2006, Special Town Meeting Article 3. (Certified copies of said votes are attached as Exhibits A, B, and C, respectively, to the Declaration of Easements by the Town of Carlisle recorded herewith.)

For Grantor's title to the Premises, see the deed of Marjorie Getchell and John M. Cornish, Trustees of South Street Nominee Trust dated April 6, 2004, recorded in said Deeds Book 17113 Page 152.

No documentary stamps are required as the Grantor is a governmental body.

Executed under seal this 25th day of September, 2007.

TOWN OF CARLISLE
By its BOARD OF SELECTMEN

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

On this 25th day of September, 2007, before me, the undersigned notary public, personally appeared Timothy Hult, Douglas Stevenson, William Tice, Jr., Sohn D. Williams, and _____ as they constitute a majority of the Town of Carlisle Board of Selectmen, each proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that they signed it voluntarily on behalf of the Town of Carlisle, for its stated purpose.

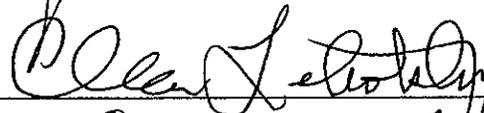
Margaret M. LePore
Notary Public
My commission expires: 4-18-2014

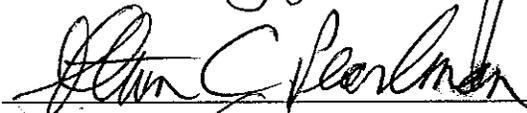
ACCEPTANCE OF DEED

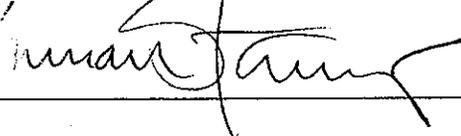
We, the undersigned, being a majority of the Members of the Town of Carlisle, Massachusetts, Housing Authority hereby certify that at a meeting duly held on September: 27, 2007 the Members voted to accept the foregoing Deed pursuant to the Town Meeting votes referred to therein.

TOWN OF CARLISLE
By its HOUSING AUTHORITY
By its MEMBERS











2004 00025014

Bk: 17113 Pg: 152 Page: 1 of 7
Recorded: 04/08/2004 10:00 AM

QUITCLAIM DEED

We, John M. Cornish and Marjorie Getchell, Trustees of the South Street Nominee Trust under declaration of trust dated January 30, 2001 and recorded with the Middlesex North Registry of Deeds at Book 11322, Page 117, with an address c/o Choate, Hall and Stewart, 53 State Street, Boston, MA 02109, and in full consideration of One Million Nine Hundred Twenty-five Thousand Dollars (\$1,925,000), grant to the Town of Carlisle, Massachusetts acting by and through its Board of Selectmen, with an address of Town Hall, 66 Westford Road, Carlisle, MA 01741 with quitclaim covenants the land in Carlisle, Massachusetts shown as Lot-1A, Lot-2A, Lot-3A, Lot-4A, Lot-5A and Open Space Parcel-A, all as more particularly shown on a plan entitled "Plan of Land for Parcel A" in Carlisle, Mass (Middlesex County), Prepared For: South Street Nominee Trust", dated September 10, 2003, prepared by Metrowest Engineering, Inc., which plan was recorded with the Middlesex North Registry of Deeds on October 27, 2003 in Plan Book 212, Plan 82.

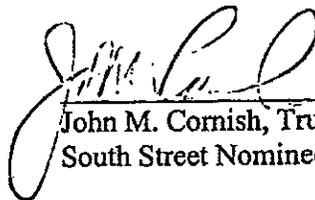
For Grantors' title see Deed recorded with said Registry of Deeds in Book 11322, Page 127. The premises hereby conveyed are also shown as Lot B on the plan recorded in said Deeds in Plan Book 82, Page 123.

The property hereby conveyed has an address off of South Street, Carlisle, MA. The premises are approximately shown on Carlisle Assessor's Map 5 as Parcels 7, 7-1, 7-2, 7-3, 7-4, and 7-5.

As this Deed is granted to a municipality, no deeds excise stamps are required in connection herewith.

WITNESS our hands and seals this 6 day of April, 2004.


Marjorie Getchell, Trustee of
South Street Nominee Trust


John M. Cornish, Trustee of
South Street Nominee Trust

Locust South Street
Carlisle

THE COMMONWEALTH OF MASSACHUSETTS

County of Suffolk, ss.

On this 6th day of April, 2004, before me, the undersigned notary public, personally appeared Marjorie Gofford + John M. Cornish, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, or personal knowledge of the undersigned, to be the person whose name is signed on the preceding document as Trustee of South Street Nominee Trust as aforesaid and acknowledged to me that he/she signed it voluntarily, for its stated purpose.

Ch

Notary Public
Name:
My Commission Expires:

Shirley Quinn
NOTARY PUBLIC
Expires Dec. 20, 2007

THE COMMONWEALTH OF MASSACHUSETTS

County of _____, ss.

On this ____ day of April, 2004, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, or personal knowledge of the undersigned, to be the person whose name is signed on the preceding document as Trustee of South Street Nominee Trust as aforesaid and acknowledged to me that he/she signed it voluntarily, for its stated purpose.

Notary Public
Name:
My Commission Expires:

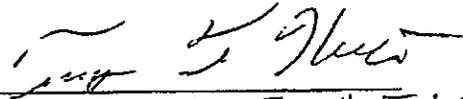
**TOWN OF CARLISLE
BOARD OF SELECTMEN
DEED ACCEPTANCE
PARCEL A, OFF SOUTH STREET, CARLISLE, MASSACHUSETTS**

The undersigned, being a majority of the Board of Selectmen of the Town of Carlisle (the "Town"), pursuant to the authority granted by affirmative vote on Article 1 Motion 1 at the March 23, 2004, Special Town Meeting, a certified copy of which is recorded herewith, hereby vote to accept the Quitclaim Deed from John M. Cornish and Marjorie Getchell, Trustees of South Street Nominee Trust, for the vacant land located off South Street, Carlisle, and described as five (5) house lots and one open space parcel (collectively commonly known as "Parcel A") on the plan recorded at Middlesex North Registry of Deeds in Plan Book 212 Plan 82.

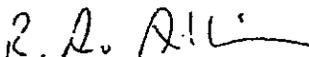
Parcel A will be held by the Town and used for the purposes stated in said Article 1 Motion 1.

Town Counsel is hereby instructed to prepare any and all documents necessary to record this vote and said deed in the Middlesex North Registry of Deeds.

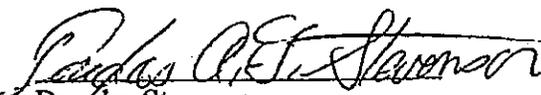
TOWN OF CARLISLE
BOARD OF SELECTMEN



John W. Ballantine Timothy F. Hutt



Richard A. Allison



Douglas Stevenson

Dated: April 6, 2004

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

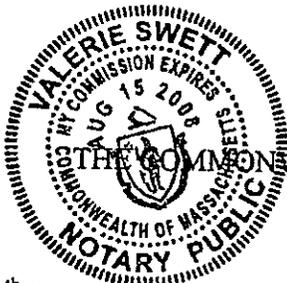
On this 6th day of April, 2004, before me, the undersigned notary public, personally appeared ~~John W. Ballantine~~ ^{Timothy S. Hunt}, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily, for its stated purpose.



Valerie Swett
Notary Public
My commission expires: 8/15/2008

Middlesex, ss.

On this 6th day of April, 2004, before me, the undersigned notary public, personally appeared Richard A. Allison, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily, for its stated purpose.



Valerie Swett
Notary Public
My commission expires: 8/15/2008

Middlesex, ss.

On this 6th day of April, 2004, before me, the undersigned notary public, personally appeared Douglas Stevenson, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily, for its stated purpose.



Valerie Swett
Notary Public
My commission expires: 8/15/2008



Bk: 21698 Pg: 202 Page: 1 of 32
Recorded: 10/26/2007 02:50 PM

DECLARATION OF EASEMENTS BENFIELD PARCEL A

Declaration of Easements made this 25th day of September, 2007, by the Town of Carlisle, a municipal corporation (the "Town"), with an address at the Municipal Building, 66 Westford St., Carlisle, Massachusetts, 01741, acting by and through its Board of Selectmen ("Board").

RECITALS

WHEREAS, the Town is the owner of certain real property (the "Property") described on the plan entitled "Recombination Plan for Parcel 'A' in Carlisle, Mass." dated August 1, 2005, by Metrowest Engineering, recorded in Middlesex North Registry of Deeds Plan Book 224 Page 31;

WHEREAS, the Town acting through the Board has subdivided the Property into four (4) lots described on the plan entitled "Town Subdivision Plan for Parcel 'A' in Carlisle, Mass." dated August 10, 2005, by Metrowest Engineering, recorded with said Deeds in Plan Book 224 Page 32 and restated with revised lot captions on the plan entitled "Benfield Parcel 'A' Confirmation Plan in Carlisle, Mass." dated June 26, 2007, recorded herewith (the "Subdivision Plan");

WHEREAS, pursuant to the authority granted by the Town of Carlisle March 23, 2004 Special Town Meeting Article 1; by the Town of Carlisle May 23, 2005, Annual Town Meeting Article 20; and by the Town of Carlisle October 30, 2006, Special Town Meeting Article 3 (collectively, the "Votes"), the lots shown on the Subdivision Plan are intended to be used for a different municipal purposes, and the Board intends to transfer use, custody and control of the lots to different agencies of the Town (Certified copies of the Votes are recorded herewith as Exhibits A, B, and C, respectively.); and

WHEREAS, efficient use of the Property as a whole will be promoted by having a single access road to serve all the various municipal purposes to which the Property will be devoted, and the Board intends by this Declaration of Easements to provide for creation of such a road and appurtenances.

NOW THEREFORE, Town hereby declares that the easements stated herein shall take effect upon the recording of this Declaration of Easements for the benefit of and burdening all of the lots described on the Subdivision Plan.

1. The Board retains control of a right of way over a forty (40') foot wide strip extending from South Street in a southerly direction across portions of Lots 1, 2 and 3 shown on the Subdivision Plan plus connected parking areas to be located on Lots 1, 2 and/or 3 (collectively, the "Road"). The Road may be used for all purposes for which a public street or road may be used in the Town of Carlisle, including without limitation vehicular or pedestrian passage and parking; installation, repair, replacement and maintenance of utilities to serve improvements to be made to the Property; and travel on sidewalks or footpaths.

2. Notwithstanding transfer of the use, custody and control of the lots on the Subdivision Plan to different agencies of the Town, the Board shall retain control of the Road for general municipal purposes and shall be responsible for the Road's design, construction, repair, replacement and maintenance.

3. The Board shall in its sole discretion determine the location and design of the Road. Such determination shall be made as soon as reasonably possible following completion of the design and permitting process for the improvements to be constructed on Lots 1, 2, and 3 shown on the Subdivision Plan. When such determination has been made, the Board shall cause a plan to be prepared showing the location of the Road and will file the plan with the Middlesex North Registry of Deeds together with a supplement to this Declaration of Easements.

4. In determining the location and design of the Road, the Board shall take into account the following criteria:

a. Providing appropriate access and parking for all four lots shown on the Subdivision Plan. Access and parking shall be "appropriate" if the Road provides physical connection to and parking for each lot shown on the Subdivision Plan which is adequate to accommodate the type and volume of traffic and use reasonably to be expected in connection with the uses proposed for each lot, including exercise of the rights reserved by the grantor and/or granted to the grantees of the Conservation Restriction with Recreation Uses, Conservation Restriction and Public Access Easement, and Affordable Housing Restriction on said lots to be recorded herewith (collectively, the "Restrictions").

b. Providing a design of the Road, including appurtenant installations such as lights and hydrants, which will serve the reasonably foreseeable public safety needs associated with the proposed community housing, open space and recreational uses of the Property.

c. Minimizing impacts on wetlands and wetlands buffer areas located on the Property.

d. Maximizing upland open space available on Lot 3 and/or Lot 2 for installation of an athletic field.

5. All of the users, occupants, and grantees of the Restrictions of Lots 1, 2, 3, and 4 on the Subdivision Plan shall be entitled to use the Road and associated parking for the purposes stated herein, stated in said Restrictions, and for access to South Street.

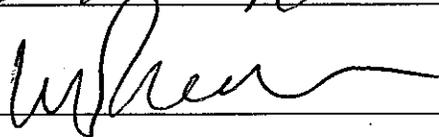
6. Until such time as the Road, as that term is used and defined herein, is constructed in accordance with the provisions of Paragraph 4 above, there shall be for the benefit of the public and the grantee of the Conservation Restriction and Public Access Easement on Lot 4 to be recorded herewith, an easement to pass and repass over the existing cart path on Lots 1 and 2 (which cart path is partially shown on the Subdivision Plan) for the purpose of providing access to Lot 4 for the uses permitted in said Conservation Restriction and Public Access Easement.

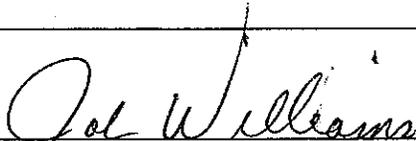
7. It is intended that this Declaration of Easements shall be in the nature of a common scheme and therefore that it will benefit and burden the entire Property and run with the title to each of the lots shown on the Subdivision Plan in perpetuity.

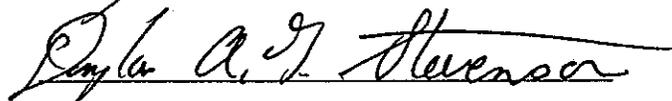
IN WITNESS WHEREOF, the Town, acting by and through the Board of Selectmen hereby executes this Declaration of Easements under seal on the date first above named.

TOWN OF CARLISLE
By its
BOARD OF SELECTMEN









Exhibits

- A March 23, 2004 Special Town Meeting Vote
- B May 23, 2005 Annual Town Meeting Vote
- C October 30, 2006 Special Town Meeting Vote

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

On this 25th day of September, 2007, before me, the undersigned notary public, personally appeared Timothy Hall, Douglas Stevenson, William Tice, Jr, John D. Williams, and _____ as they constitute a majority of the Town of Carlisle Board of Selectmen, each proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that they signed it voluntarily on behalf of the Town of Carlisle, for its stated purpose.

Margaret M. Laffare
Notary Public
My commission expires: 4-18-2014

(9/17/2007)

DWLIB 210972v1
5602/18

Appendix G:
Sketch Plan and Surveyor's Map

(see following page)

Appendix H:
Phase I Environmental Assessment, Rizzo Associates,
January 28, 2004.

(see following pages)

**Phase I Environmental
Site Assessment
45.23-Acre Parcel
(Benfield Parcel A)
South Street
Carlisle, Massachusetts**

**Submitted to:
Carlisle Conservation
Foundation, Inc.
c/o Mr. Greg D. Peterson
Piper Rudnick, LLP**

**RIZZO
ASSOCIATES**
A TETRA TECH COMPANY

January 28, 2004

One Grant Street
Framingham, MA 01701-9005
(508) 903-2000
(508) 903-2001 fax
www.rizzo.com

RIZZO
ASSOCIATES

A TETRA TECH COMPANY

January 28, 2004

Carlisle Conservation Foundation, Inc.
c/o Mr. Greg D. Peterson, Esq.
Piper Rudnick, LLP
One International Place
Boston, MA 02110

**Re: Phase I Environmental Site Assessment
45.23-Acre Parcel
(Benfield Parcel A)
South Street
Carlisle, Massachusetts 01741**

Dear Mr. Peterson:

Rizzo Associates, Inc. is pleased to submit this Phase I Environmental Site Assessment report for a 45.23-acre parcel (Benfield Parcel A) located off South Street in Carlisle, Massachusetts (the Site). This investigation included a review of the Site history, a Site reconnaissance visit, and a review of local and regulatory files pertaining to the Site and surrounding area. This report consists of two parts: a summary which presents a narrative of our findings and recommendations, followed by a detailed description of the research conducted.

We specifically acknowledge and agree that this Site Assessment will also be delivered to the Town of Carlisle, Massachusetts, in connection with potential acquisition of Benfield Parcel A., and that the Town of Carlisle is also entitled to rely on this Site Assessment subject to the Terms & Conditions under which the report was prepared and the Limitations presented herein.

We appreciate the opportunity to provide these services to you. Please contact us if you have any questions regarding this project.

Very truly yours,



Paula Rotenberg
Environmental Scientist



Raymond C. Johnson, P.G., L.S.P.
Senior Vice President

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Figure 2 Site and Adjacent Properties

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Appendix B FirstSearch Technology Corporation Environmental
FirstSearch Report
Appendix C Questionnaires Completed by User, Key Site
Manager and Owner

Summary of Findings

Site Description

The Site consists of a 45.23-acre parcel of undeveloped land located off South Street in Carlisle, Massachusetts (Figure 1). The Site is covered by open fields, woods, heavy brush and wetland areas. The Site contains two open fields; one on the northwest border abutting South Street, and the other in the central portion of the property. The southern portion of the Site, bordering Spencer Brook consists mainly of wetlands. There are no utilities currently on the Site; however, electric and telephone services are available along South Street. Potable water to area residences is supplied by private wells and sewage is disposed of by on-site septic systems. According to records maintained by the Town of Carlisle Assessor's Office, the property is currently owned by The Trustees of South Street Nominee Trust, c/o Choate Hall & Stewart. The site is presently zoned Residence B.

Based on a review of the current 1987 "Billerica, MA" USGS topographic map (Figure 1), and observations during the Site visit, the topography of the Site gradually slopes down to the south toward Spencer Brook at a vertical distance of 60 feet over a horizontal distance of approximately 1,200 feet. There is a slight depression in the central portion of the Site. The Site appears to range in elevation from approximately 45 to 63 meters above the National Geodetic Vertical Datum (NGVD). Parts of the western and southern portions of the Site consist of wetlands which flow into Spencer Brook, which forms the southern Site border. Based on topography and proximity to surface water features, the anticipated local direction of groundwater flow is to the south and southeast toward Spencer Brook. However, local variations in the groundwater flow direction across the Site are likely due to the presence of wetlands and surface water features throughout the western and southern areas of the Site. The regional groundwater is anticipated to flow toward Spencer Brook and surrounding wetlands, which form a local topographic depression.

The general Site vicinity consists of wetlands, wooded and residential properties. The adjoining property consists of residences to the north and east; South Street, abutted by residences and wooded land to the west; Spencer Brook and undeveloped Conservation Foundation Land to the south; and residences to the southeast (Figure 2).

Site History

The Site history was constructed based on municipal records research, interviews, review of topographic maps, atlases and aerial photographs. No Sanborn map coverage was available for the Site.

Prior to 1875, the Site appeared on the historic atlas as undeveloped land. The c.1930 aerial photograph showed fields on the western Site border abutting South Street, and on the southeastern part of the Site. The remainder of the Site was shown as wooded and brush covered. According to the Town of Carlisle Assessor's Office, the property has been in the ownership of the Benfield family since at least 1953. The Site was previously classified as forest land under provisions of Massachusetts General Laws Chapter 61. Historic usage of the Site included selective logging and mowed fields. Property ownership was transferred to the Trustees of South Street Nominee Trust (a Benfield Trust) in 2001. At the time of the Site visit, the Site was undeveloped, wooded and covered with heavy brush, with the exception of two open fields. The southern portion of the site that borders Spencer Brook consists mainly of wetlands.

Site Reconnaissance

A Site visit was conducted by Rizzo Associates personnel on December 18, 2003. The purpose of the Site visit was to look for surficial evidence of the use, storage, or release of oil or hazardous material at the Site. The reconnaissance findings are detailed in the report. No evidence of oil or hazardous material use, storage or releases was observed during the Site visit.

Review of Regulatory Records

A review of the available federal, state, and local regulatory records was conducted to determine if reports of oil and/or hazardous material releases have been documented at or near the Site. The federal and state records were reviewed using FirstSearch Technology's on-line computer database system on January 19, 2004. Review of local files was conducted from January 20 through January 23, 2004.

Site: The Site is not listed in the federal and state regulatory records reviewed. Local records indicated that the Site had not been previously developed. Files at the Carlisle Board of Health contained requests by the Site owner, dated October 2003, to conduct percolation and deep hole tests for possible residential development. Board of Health staff indicated that the tests had been conducted and observed by Board of Health representatives, but the results had not yet been received. Rizzo Associates contacted the Chief of the Carlisle Fire Department to inquire about the

use or storage of petroleum products, hazardous materials or potential environmental concerns at the Site. Chief David Flannery indicated that he is not aware of environmental concerns relative to the Site, identified no records of the storage of petroleum or hazardous materials at the Site and had no reports of releases of oil and hazardous materials on the Site or surrounding properties.

Abutting/Surrounding Properties: A review of federal, state and local databases for nearby properties identified storage or releases of oil and/or hazardous material at properties in the vicinity of the Site as summarized below:

One State site within a 1.0 mile radius of the site was identified by the FirstSearch report, and is discussed within the body of the report. Based on the distance, intervening topography and location on the opposite side of a stream, the identified State site is not expected to impact subsurface conditions at the Site.

Two State wells were identified within 0.5 miles of the Site by the FirstSearch report. Potable water in the Town of Carlisle is supplied by private wells.

Conclusions and Recommendations

- We have performed a Level I Environmental Site Assessment in conformance with the scope and limitations of ASTM Practice E 1527 of the 45.23-Acre Parcel located off South Street in Carlisle, Massachusetts, the property. Any exceptions to, or deletions from, this practice are described within this report. This assessment has revealed no recognized environmental conditions in connection with the Site.

Based on the research and information reviewed, we did not identify information to suggest that any release or threats of release of oil and/or hazardous materials at, from or in the vicinity of the Site. No data was identified which would warrant additional site investigations. Therefore, no further action is recommended at this time.

Purpose and Limitations

Purpose

Rizzo Associates, Inc. conducted this investigation in general conformance with the ASTM Standard Practice E 1527-00 Standard Practice for Environmental Site

Assessments: Phase I Environmental Site Assessment Process, which was originally adopted in May 1993 for the purpose of providing a standard investigative approach that would be sufficient to provide "appropriate inquiry into the previous ownership and uses of the properties consistent with good commercial or customary practice."

Rizzo Associates, Inc. evaluated the Site for evidence of Recognized Environmental Conditions, which are defined by ASTM as the presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of release of hazardous substances or petroleum products into structures, soils, groundwater, surface water, or sediments on the property. For the purposes of this assessment, hazardous substances and petroleum products include materials as defined by the Massachusetts Oil and Hazardous Materials Release Prevention and Response Act, Massachusetts General Law, chapter 21E. The objective of the Level I study was to render an opinion as to whether surficial or historical evidence indicates the presence of Recognized Environmental Conditions.

Limitations

This report is subject to the limitations outlined in Appendix A. This study and report have been prepared on behalf of and for the exclusive use of the Carlisle Conservation Foundation, Inc. and the Town of Carlisle, Massachusetts solely for use in an environmental evaluation of the Site. This report and the findings contained herein shall not, in whole or in part, be disseminated or conveyed to any other party, nor used by any other party in whole or in part, without the prior written consent of Rizzo Associates. However, Rizzo Associates acknowledges and agrees that, subject to the terms and conditions of our contract provided in Appendix A, the report may be conveyed to the client's attorney, lender, title insurer, regulatory agencies, and potential purchasers associated with the proximate purchase or refinancing of the Site by our client. Rizzo Associates would be pleased to discuss the conditions of dissemination of the report to additional parties associated with the transaction. The report has been prepared in accordance with the Terms and Conditions set forth in our contract dated January 9, 2004. All uses of this report are subject to, and deemed acceptance of, the conditions and restrictions contained therein. No other warranty, express or implied, is made.

Exceptions to the ASTM Standard

The only exception to the ASTM Standard relative to this investigation is the following:

- The User responded on behalf of the Key Site Manager and Owner regarding their knowledge of the availability of existing environmental reports or documents relating to the Site and their knowledge of regulatory, administrative or legal notices or proceedings relating to hazardous substances or petroleum products at the Site.

1.0 Site Description and Interviews

Site Description

Property Use: The Site consists of a 45.23-acre parcel of undeveloped land located off South Street in Carlisle, Massachusetts (Figure 1). The Site is covered by open fields, woods, heavy brush and wetland areas. The site contains two open fields; one on the northwest border off South Street, and the other in the central portion of the site. The southern portion of the site that borders Spencer Brook consists mainly of wetlands.

Location

Site Address: 45.23-Acre Parcel (off South Street)
Carlisle, Massachusetts

Assessor Designation: Map 5, Parcel 7

Zoning Designation: Residence B

Ownership

Site Owner: Trustees of South Street Nominee Trust
c/o Choate Hall & Stewart

Site Owner's Address: 53 State Street
Boston, Massachusetts 02201

User Provided Information

The User of the report is the Carlisle Conservation Foundation, Inc, with Mr. Greg D. Peterson of Piper Rudnick, LLP representing the organization. The User has informed Rizzo Associates, Inc. that it has no knowledge of environmental liens or activity or use limitations, specialized knowledge of recognized environmental conditions, or actual knowledge that the price of the property is significantly less than the price of comparable properties.

The User of the study has informed us that the purpose of the ASTM environmental site assessment is the purchase of the Site.

Interviews with Owner, Key Site Manager and User

"The property owner, key Site manager (if any is identified), and User (if different from the property owner) shall be asked these questions prior to the Site visit." (ASTM Standard E 1527-00).

User: Carlisle Conservation Foundation, Inc.

Key Site Manager and Owner: TRS South Street Nominee Trust
c/o Choate Hall & Stewart

The User of the report was sent a questionnaire regarding their knowledge of the topics discussed in ASTM E 1527-00 Sections 9.8 and 9.9. Section 9.8 refers to the availability of existing environmental reports or documents relating to the Site. Section 9.9 queries knowledge of regulatory, administrative or legal notices or proceedings relating to hazardous substances or petroleum products at the property. The completed questionnaires by the User are presented in Appendix C. The User also responded on behalf of the Key Site Manager and Owner.

2.0 Physical Setting

A current USGS 7.5 minute topographic map showing the area on which the property is located shall be reviewed, provided it is reasonably ascertainable. It is the only standard physical setting source and the only physical setting source that is required to be obtained. One or more additional sources may be obtained in the discretion of the environmental professional. (ASTM Standard E 1527-00)

Topography

General Topography: Based on a review of the current 1987 "Billerica, MA" USGS topographic map (Figure 1), and observations during the Site visit, the topography of the Site gradually slopes down to the south toward Spencer Brook at a vertical distance of 60 feet over a horizontal distance of approximately 1,200 feet. There is a slight depression in the central portion of the Site.

Elevation: The Site appears to range in elevation from approximately 45 to 63 meters above the National Geodetic Vertical Datum (NGVD).

Nearest Surface Water Feature: Southern portions of the Site consist of wetlands which flow into Spencer Brook, which forms the

southern Site border. Several small unnamed tributaries flow into Spencer Brook from the vicinity of the Site.

Geology

Bedrock Geology: According to the Bedrock Geologic Map of Massachusetts, the Site lies within the Nashoba Formation, which consists of sillimanite schist and gneiss, amphibolite, biotite gneiss, calc-silicate gneiss and marble.

Groundwater

Expected Depth to Groundwater: The depth to groundwater is unknown. However, based on topography and surface water features in the general area it is expected to be within 5 to 10 feet below the ground surface.

Expected Groundwater Flow Direction: Based on a topographic map of the Site and observations during the Site reconnaissance, the local direction of groundwater flow is expected to be to the south toward Spencer Brook. However, local variations in the groundwater flow direction across the Site are likely due to the presence of wetlands and surface water features throughout the western and southern areas of the Site. The regional groundwater is anticipated to flow toward Spencer Brook and surrounding wetlands, which form a local topographic depression.

3.0 Site Visit Observations

*On a visit to the property the environmental professional shall **visually and physically observe** the property and any structure(s) located on the property to the extent not obstructed by bodies of water, adjacent buildings, or other obstacles. The periphery of the property shall be **visually and physically observed**, as well as the periphery of all structures on the property... On the interior of structures on the property, accessible common areas expected to be used by occupants or the public, maintenance and repair areas... and a representative sample of occupant spaces, should be **visually and physically observed**. (ASTM Standard E1527-00)*

A Site visit was conducted by Rizzo Associates personnel on December 18, 2003. The Site was observed to consist primarily of open field and woodlands, with remnants of stone walls observed both on and near the perimeter of the property. The topography is gently rolling, and generally slopes to the south and west, toward an unnamed stream and Spencer Brook. Evidence of percolation tests were observed at several locations in the north-central portion of the property, including localized excavations

and four-inch diameter PVC piping extending above the ground surface. The property is abutted to the northwest by South Street, to the south and southeast by Spencer Brook, and to the north, south and west by private residences and wooded land. Limited wet areas were observed in portions of the Site, with more extensive wetlands along Spencer Brook. No evidence of dumping, stressed vegetation, debris or other indications of a potential release of oil and hazardous materials was observed during the Site visit.

Building Description

No structures are currently located on the Site. The Site is not serviced by utilities, but electric and telephone services available along South Street. Residences in the Site area are served by private wells and on-site septic systems.

Hazardous Substances and Petroleum Storage

Hazardous substance or petroleum drums or containers \geq 5 gallons capacity? Yes No NA

Hazardous substance or petroleum containers \leq 5 gallons capacity? Yes No NA

No evidence of hazardous substances or petroleum storage was identified on the Site during the Site reconnaissance visit.

Evidence of Storage Tanks

Aboveground storage tanks? Yes No NA

Underground storage tanks? Yes No NA

Vent pipes? Yes No NA

Fill pipes? Yes No NA

Access ports? Yes No NA

No evidence of storage tanks was identified on the property during the Site reconnaissance.

Solid Waste Disposal

Evidence of dumping or filling suggesting trash
or solid waste disposal? **Yes No NA**

No evidence of solid waste disposal was identified on the property during the Site reconnaissance.

Indications of PCBs

Electrical or hydraulic equipment known or
likely to contain PCBs? **Yes No NA**

No indications of PCBs were observed on the property during Site reconnaissance.

Visible Staining and Odors

Stains or corrosion Stressed vegetation
 Stained soil or pavement Strong, pungent, or noxious odors

Rizzo Associates personnel observed no visible stains or corrosion, stained soil or pavement, stressed vegetation or strong odors during the Site visit.

Water and Wastewater

Standing surface water, pools of liquid Dry wells
 Floor drains Pits, ponds, lagoons
 Drains, ditches or streams Wells
 Sumps Septic systems, cess pools

Partially frozen surface water was observed on the property in connection with Site wetlands. Spencer Brook forms the southern boundary of the Site. No evidence of floor drains, ditches, sumps, dry wells, lagoons, septic systems, pits or cesspools was identified during the Site visit.

4.0 Site History

*The objective of consulting historical sources is to develop a history of the previous uses of the property and surrounding area, in order to help identify the likelihood of past uses having led to **recognized environmental conditions** in connection with the property. All obvious uses of the property shall be identified from the present, back to the **property's obvious first developed use, or back to 1940, whichever is earlier.***
(ASTM Standard E1527-00)

Site History

The Site history was constructed based on municipal records research, interviews, review of topographic maps, atlases and aerial photographs. Historical atlases dated 1875 and 1937 were obtained and reviewed at the Gleason Public Library in Carlisle. Aerial photographs dated circa 1930 were reviewed from the Gleason Public Library. The 1995 and 2001 aerial photographs were obtained and reviewed from the Terraserver.com and Massachusetts GIS websites, respectively. Historical USGS topographic maps "Lowell, MA" dated 1886, 1893 and 1935, and "Westford, MA" dated 1941, 1946 and 1950 were reviewed to determine the past uses of the property and surrounding area. No Sanborn map coverage was available for the Site.

The Site appeared on the 1875 atlas as undeveloped land. Wetlands bordered both sides of the Spencer Brook, and no structures were indicated. The c.1930 aerial photograph showed fields on the northwest Site border adjacent to South Street, and on the southeastern part of the Site. The remainder of the Site was shown as wooded and brush covered. According to the Town of Carlisle Assessor's Office, the property has been owned by the Benfield family since at least 1953. According to the Carlisle Assessor, until recently the Site was classified as forest land under provisions of Massachusetts General Laws Chapter 61. This classification provides tax benefits to the Site owner, but also places a deed restriction on the land. The Carlisle Building inspector stated that no structures were previously built on the property; the Site was mainly selectively logged and used as fields. Property ownership was transferred to the Trustees of South Street Nominee Trust (a Benfield Trust) in 2001. At the time of the Site visit, the Site was wooded and covered with heavy brush, with the exception of two open fields. The southern portion of the Site that borders Spencer Brook consists mainly of wetlands.

5.0 Adjoining Properties

To the extent that indications of current and past uses of adjoining properties are visually or physically observed on the site visit, or are identified in the interviews or record review, they shall be identified in the report if they are likely to indicate recognized environmental conditions in connection with the adjoining properties or the property. (ASTM Standard E1527-00)

Current and Past Uses of Adjoining Properties

	Address	Current Use	Past Use(s)
North	491-545 South Street	Residential	Wooded
	480-548 South Street		Residential

	Address	Current Use	Past Use(s)
South	Off South Street	Conservation Land	Wooded/Wetlands
	Off South Street	Residential	Residential, Farmland
East	Off South Street	Conservation Land	Wooded/Wetlands
	101-136 Hartwell Road	Residential	
West	681 South Street	Residential, Wooded	Residential, Wooded
	967 South Street		

General Uses of the Surrounding Properties

The current and historic uses of the surrounding properties were developed based on municipal records research, interviews, review of topographic maps, atlases and aerial photographs. No Sanborn map coverage was available for the surrounding properties.

The general site vicinity consists of wetlands, wooded and residential properties. The adjoining property consists of residences to the north, and east; South Street, followed by residences and woods to the west; Spencer Brook and undeveloped Conservation Foundation Land to the south; and residences to the southeast (Figure 2).

6.0 Regulatory Review

*The purpose of the records review is to obtain and review records that will help identify **recognized environmental conditions** in connection with the property. Some records to be reviewed pertain not just to the property but also pertain to properties within an additional **approximate minimum search distance** in order to help assess the likelihood of problems from migrating hazardous substances or petroleum products. Government information obtained from nongovernmental sources may be considered current if the source updates the information at least every 90 days or, for information that is updated less frequently than quarterly by the government agency, within 90 days of the date the government makes the information available to the public. (ASTM Standard E1527-00)*

A review of standard state and federal environmental record sources pertaining to the Site and surrounding area was conducted using FirstSearch Technology Corporation's Environmental FirstSearch on-line database service. The search was conducted on January 19, 2004, using the minimum search distances recommended in the ASTM Standard. The local regulatory review included reviewing files at the Fire Department, Town Clerk's Office, Public Works Department, Planning Department, Building Inspection Department, Conservation Commission and the Board of Health. Local research was conducted from January 20 through January 23, 2004. The findings of the FirstSearch review and the local regulatory review are summarized below. All of the below-listed databases were searched. A check in the boxes below indicates that the Site or a property

within the minimum search distance recommended by the ASTM Standard was identified on the specified database. The complete FirstSearch report is in Appendix B.

Regulatory Agencies Listing the Site

- | <u>Federal</u> | <u>State</u> | <u>Local</u> |
|---|---|--|
| <input type="checkbox"/> NPL | <input type="checkbox"/> Sites | <input type="checkbox"/> Registered USTs |
| <input type="checkbox"/> CERCLIS | <input type="checkbox"/> Spills | <input type="checkbox"/> Spills |
| <input type="checkbox"/> CERCLIS NFRAP | <input type="checkbox"/> Registered UST | <input type="checkbox"/> Other |
| <input type="checkbox"/> RCRA CORRACTS | <input type="checkbox"/> SWL | |
| <input type="checkbox"/> RCRA non-CORRACTS
TSD | <input type="checkbox"/> PWS | |
| <input type="checkbox"/> RCRA | | |
| <input type="checkbox"/> ERNS | | |

Federal databases: The Site was not identified in the federal databases reviewed.

State databases: The Site is not listed in the state databases reviewed.

Local records: The Carlisle Building Inspector stated that the Site has never been developed with structures, and was unaware of any environmental concerns in connection with the Site. Files at the Carlisle Board of Health contained requests by the Site owner, dated October, 2003, to conduct percolation and deep hole tests for possible residential development. Board of Health staff indicated that the tests had been conducted and observed to percolate by Board of Health representatives, but the results had not yet been received. Fire Chief David Flannery indicated that he is not aware of environmental concerns relative to the Site, identified no records of the storage of petroleum or hazardous materials at the Site and had no reports of releases of oil and hazardous materials on the Site or surrounding properties.

Regulatory Agencies Listing Abutting/Surrounding Properties

- | <u>Federal</u> | <u>State</u> | <u>Local</u> |
|---|--|--|
| <input type="checkbox"/> NPL (1.0 mile) | <input checked="" type="checkbox"/> Sites (1.0 mile) | <input type="checkbox"/> Registered USTs |
| <input type="checkbox"/> CERCLIS (0.5 mile) | <input type="checkbox"/> Spills (adjoining properties) | <input type="checkbox"/> Spills |
| <input type="checkbox"/> CERCLIS NFRAP (adjoining properties) | <input type="checkbox"/> Registered UST (adjoining properties) | <input type="checkbox"/> Other |
| <input type="checkbox"/> RCRA CORRACTS (1.0 mile) | <input type="checkbox"/> SWYL (0.5 mile) | |
| <input type="checkbox"/> RCRA TSD (0.5 mile) | <input checked="" type="checkbox"/> PWS (0.5 mile) | |
| <input type="checkbox"/> RCRA Generators (adjoining properties) | | |

Federal Databases: No properties within the search radii were identified in the federal databases as indicated on the FirstSearch Report.

State Databases: Properties identified within the search radii were identified in the State databases as indicated on the FirstSearch Report, as described below.

State Sites: There is one State Site located within 1.0 mile of the Site, as identified by the FirstSearch report, as described below.

Site Name, Address	Site No.	Regulatory Information	Distance, Direction, Topographic Gradient
Middlesex School 1400 Lowell Street, Concord, MA.	3-13402	Release of #6 fuel oil to soil; Tier II Classified; Phase II report submitted to DEP on 4/5/2000.	Approximately 0.81 mi southeast, on opposite side of Spencer Brook

Based on the distance, substance released (#6 Fuel Oil), intervening topography and presence of Spencer Brook, the identified State site is not expected to impact subsurface conditions at the Site.

Potable Water Sources: Potable water in the Town of Carlisle is supplied by private wells. Two state wells were identified within 0.5 miles of the Site by the FirstSearch report. The Assurance Technology Corp. well was listed as a non-community, non-transient well.

Local Records: Fire Chief David Flannery indicated that he is not aware of environmental concerns relative to the Site, identified no records of the storage of petroleum or hazardous materials at the Site and had no reports of releases of oil and hazardous materials on the Site or surrounding properties.

7.0 References

Assessor's Office. Town of Carlisle. File review and conversation with Assessor. January 22, 2004.

Building Department. Town of Carlisle. Conversation with Mr. Robert Koning. No Records. January 8, 2004.

Clerk's Office. Town of Carlisle. No Records. January 22, 2004.

Conservation Commission. Town of Carlisle. File review and conversation with Ms. Sylvia Willard. December 30, 2003.

Fire Department, Town of Carlisle. Conversation with Fire Chief David Flannery. January 23, 2004.

Gleason Public Library in Carlisle. Review of historic atlases, maps and aerial photographs. January 22, 2004.

Board of Health. Town of Carlisle. File review and conversation with Board of Health Staff. January 22, 2004.

Planning Board. Town of Carlisle. No Records. January 22, 2004.

Department of Public Works. Town of Carlisle. No Records. January 20, 2004.

Massachusetts Department of Environmental Protection. *Public Water Supply List*. November 25, 2003.

Massachusetts Department of Environmental Protection. *Spills Database*. Spills-1990: December 19, 2003, Spills-1980: March 10, 1998.

Massachusetts Department of Environmental Protection. *State Sites Database*. December 19, 2003.

Massachusetts Department of Public Safety. *List of Registered Underground Storage Tanks*. October 1, 2003.

United States Environmental Protection Agency. *CERCLIS List*. Washington D.C. December 8, 2003.

United States Environmental Protection Agency. *CERCLIS NFRAP List*. Washington D.C. December 8, 2003.

United States Environmental Protection Agency. *Emergency Response Notification System (ERNS) List*. December 31, 2002.

United States Environmental Protection Agency. *National Priorities List (Superfund Sites)*. Washington D.C. September 9, 2003.

United States Environmental Protection Agency. *Resource Conservation and Recovery Act Generators and Transporters List*. Washington D.C. September 9, 2003.

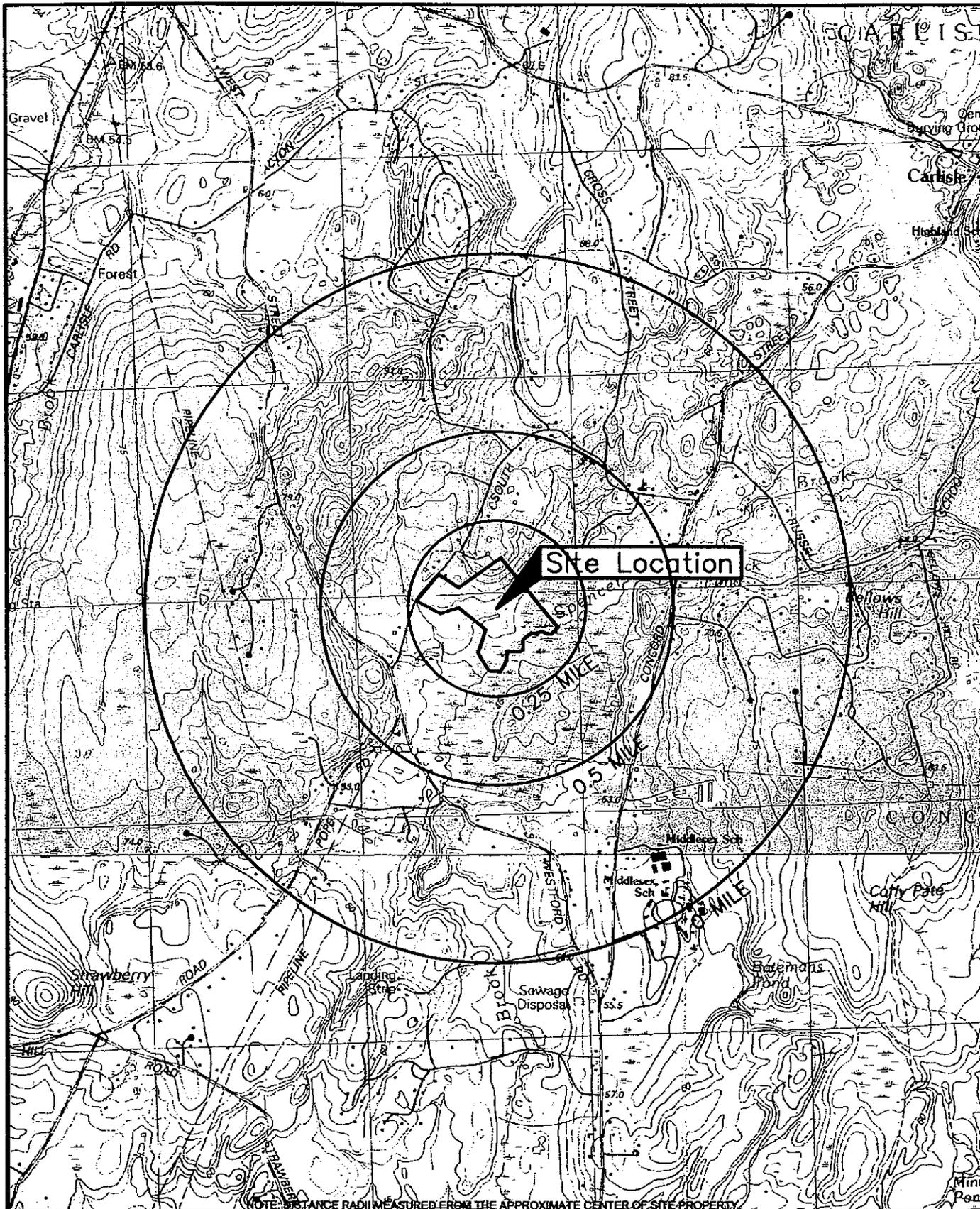
United States Environmental Protection Agency. *RCRA CORRACTS Facilities List*. Washington D.C. September 9, 2003.

United States Environmental Protection Agency. *RCRA non-CORRACTS TSD Facilities List*. Washington D.C. September 9, 2003.

United States Geological Survey. *Bedrock Geologic Map of Massachusetts*, E-an Zen, editor. 1983.

United States Geological Survey. *Topographic map of Billerica Quadrangle, Massachusetts*, 1987.

University of New Hampshire Library, Government Documents Department. *Historic USGS Maps of New England and New York*. Accessed January 22, 2004. <http://docs.unh.edu/nhtopos/nhtopos.htm>



NOTE: DISTANCE RADI MEASURED FROM THE APPROXIMATE CENTER OF SITE PROPERTY

Project No. 9688.01

Map 5, Parcel 7, Off South Street
Carlisle, Massachusetts

Site Locus Plan



0 2,000 Feet

**RIZZO
ASSOCIATES**

A TETRA TECH COMPANY

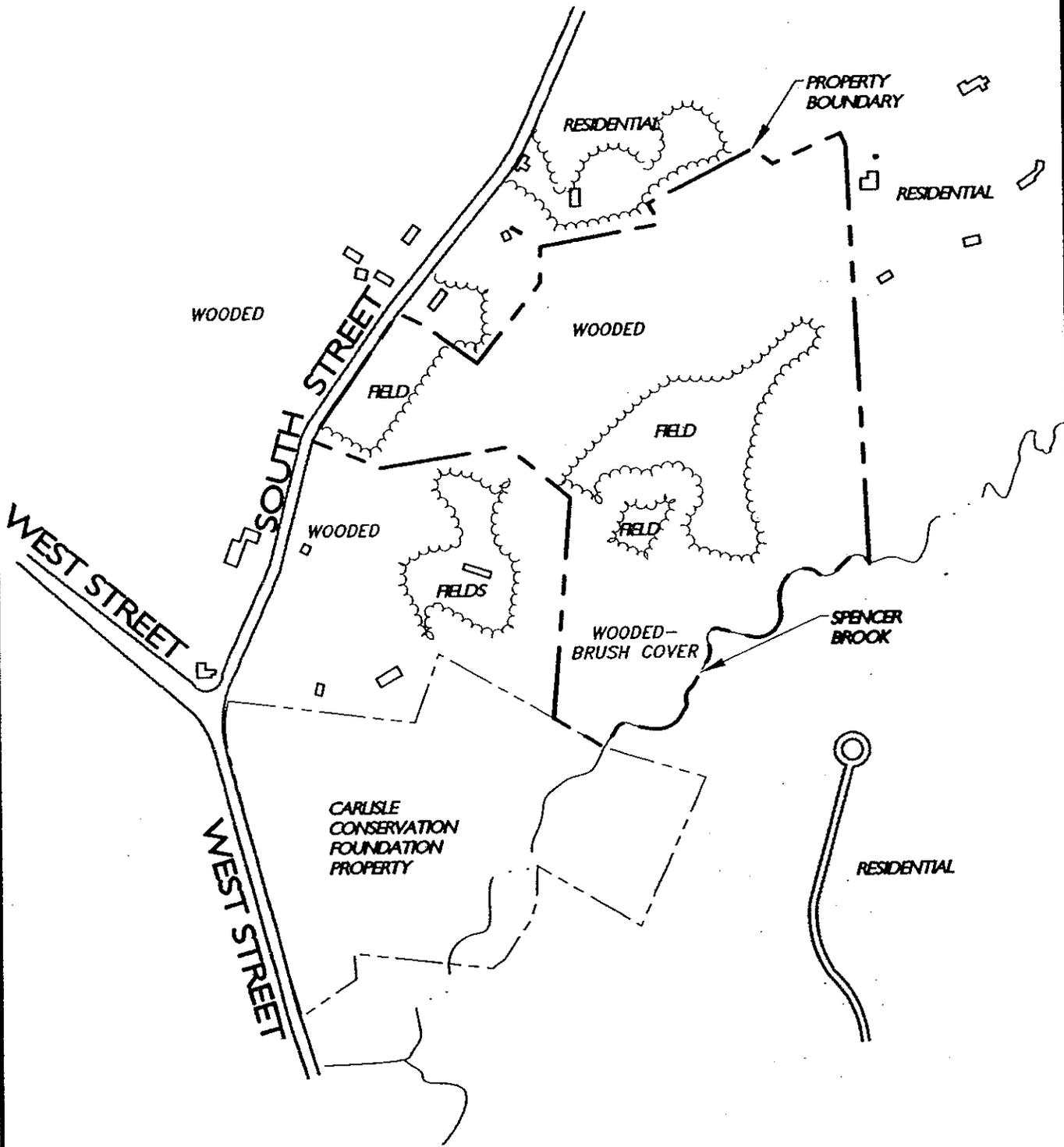
Information obtained from
USGS Map of Billerica, Massachusetts
Quadrangle dated 1987,
USGS Map of Westford, Massachusetts

USGS Map of Maynard, Massachusetts
Quadrangle dated 1967 and
USGS Map of Concord, Massachusetts

Figure

1

Project\9688\Graphics\9688G-ESL01.dwg 01/22/2004 10:16:57 AM EST



9688P-ESP01.dwg



Map 5, Parcel 7,
Off South Street
Carlisle, Massachusetts

Site and Adjacent
Properties

Figure
2

RIZZO ASSOCIATES
A TETRA TECH COMPANY

Base Map:
Carlisle Assessors Map
Dated January 2003

J:\Project\9688\Plot\9688P-ESP01.dwg 01/23/2004 09:07:19 AM EST

PREPARED BY: [Illegible] DATE: [Illegible]

Appendix A

Limitations and Firm Qualifications

Appendix A: Limitations and Firm Qualifications

1. The observations described in this report were made under the conditions stated therein. The conclusions presented in the report were based solely upon the services described therein, and not on scientific tasks or procedures beyond the scope of described services or the time and budgetary constraints imposed by Client. The work described in this report was carried out in accordance with the Terms and Conditions in our contract.
2. In preparing this report, Rizzo Associates has relied on certain information provided by state and local officials and other parties referenced therein, and on information contained in the files of state and/or local agencies available to Rizzo Associates at the time of the site assessment. Although there may have been some degree of overlap in the information provided by these various sources, Rizzo Associates did not attempt to independently verify the accuracy or completeness of all information reviewed or received during the course of this site assessment.
3. Observations were made of the Site and of structures on the Site as indicated within the report. Where access to portions of the Site or to structures on the Site was unavailable or limited, Rizzo Associates renders no opinion as to the presence of hazardous materials or oil, or to the presence of indirect evidence relating to hazardous material or oil, in that portion of the Site or structure. In addition, Rizzo Associates renders no opinion as to the presence of hazardous material or oil, or the presence of indirect evidence relating to hazardous material or oil, where direct observation of the interior walls, floor, or ceiling of a structure on a Site was obstructed by objects or coverings on or over these surfaces.
4. Rizzo Associates did not perform testing or analyses to determine the presence or concentration of asbestos at the Site or in the environment at the Site.
5. It is ENGINEER's understanding that the purpose of this report is to assess the physical characteristics of the subject Site with respect to the presence on the Site of hazardous material or oil. This stated purpose has been a significant factor in determining the scope and level of services provided for in the Agreement. Should the purpose for which the Report is to be used or the proposed use

Rizzo Associates, Inc.
Appendix A
Limitations

of the site(s) change, this Report is no longer valid and use of this Report by CLIENT or others without ENGINEER's review and written authorization shall be at the user's sole risk. Should ENGINEER be required to review the Report after its date of submission, ENGINEER shall be entitled to additional compensation at then existing rates or such other terms as agreed between ENGINEER and the CLIENT.

6. The conclusions and recommendations contained in this report are based in part, where noted, upon the data obtained from a limited number of soil samples obtained from widely spaced subsurface explorations. The nature and extent of variations between these explorations may not become evident until further exploration. If variations or other latent conditions then appear evident, it will be necessary to reevaluate the conclusions and recommendations of this report.
7. Any water level readings made in test pits, borings, and/or observation wells were made at the times and under the conditions stated on the report. However, it must be noted that fluctuations in the level of groundwater may occur due to variations in rainfall and other factors different from those prevailing at the time measurements were made.
8. Except as noted within the text of the report, no quantitative laboratory testing was performed as part of the site assessment. Where such analyses have been conducted by an outside laboratory, Rizzo Associates has relied upon the data provided and has not conducted an independent evaluation of the reliability of these data.
9. The conclusions and recommendations contained in this report are based in part, where noted, upon various types of chemical data and are contingent upon their validity. These data have been reviewed and interpretations made in the report. As indicated within the report, some of these data may be preliminary screening level data and should be confirmed with quantitative analyses if more specific information is necessary. Moreover, it should be noted that variations in the types and concentrations of contaminants and variations in their flow paths may occur due to seasonal water table fluctuations, past disposal practices, the passage of time, and other factors. Should additional chemical data become available in the future, these data should be reviewed, and

the conclusions and recommendations presented herein modified accordingly.

10. Chemical analyses have been performed for specific constituents during the course of this site assessment, as described in the text. However, it should be noted that additional chemical constituents not searched for during the current study may be present in soil and/or groundwater at the Site.
11. This Report was prepared for the exclusive use of the CLIENT. No other party is entitled to rely on the conclusions, observations, specifications, or data contained therein without the express written consent of ENGINEER.
12. The observations and conclusions described in this Report are based solely on the Scope of Services provided pursuant to the Agreement. ENGINEER has not performed any additional observations, investigations, studies, or testing not specifically stated therein. ENGINEER shall not be liable for the existence of any condition, the discovery of which required the performance of services not authorized under the Agreement.
13. The passage of time may result in significant changes in technology, economic conditions, or site variations that would render the Report inaccurate. Accordingly, neither the CLIENT, nor any other party, shall rely on the information or conclusions contained in this Report after six months from its date of submission without the express written consent of ENGINEER. Reliance on the Report after such period of time shall be at the user's sole risk. Should ENGINEER be required to review the Report after six months from its date of submission, ENGINEER shall be entitled to additional compensation at then existing rates or such other terms as may be agreed upon between ENGINEER and the CLIENT.
14. ENGINEER has endeavored to perform its services based upon engineering practices accepted at the time they were performed. ENGINEER makes no other representations, express or implied, regarding the information, data, analysis, calculations, and conclusions contained herein.

15. The services provided by ENGINEER do not include legal advice. Legal counsel should be consulted regarding interpretation of applicable and relevant federal, state, and local statutes and regulations and other legal matters.

Firm Qualifications

Rizzo Associates, Inc. a Tetra Tech company is a leading engineering and environmental consulting firm. Our full-time staff of over 175 includes engineers and environmental scientists who specialize in hazardous waste site assessment and remediation management; environmental impact analysis; environmental permitting; water; wastewater; stormwater management and drainage facility design; transportation design and traffic impact analysis; and surveying.

Our staff includes technical experts in a variety of specialized disciplines, including environmental and chemical engineers, geologists, hydrogeologists, biologists, wetlands experts, environmental planners, traffic and highway engineers, civil engineers, water and wastewater specialists, public health and risk management specialists, and OSHA-trained survey crews. In addition, through our affiliation with Tetra Tech we have access to experienced staff in all technical disciplines at locations nationwide.

One aspect of our business, assessment, remediation, and compliance, provides four primary services: site assessment, remedial design and implementation, regulatory compliance, and litigation support. These services are all linked by the common thread of environmental liability; that is, how to identify, avoid, prevent, manage, or correct conditions that have potential to result in harm to human health or the environment, or present a conflict with environmental regulations. Our company is uniquely suited to assist in identifying, and managing environmental problems.

We routinely conduct site assessments and environmental audits throughout the country for industrial, commercial development, government, legal, and banking clients. We conduct soil gas surveys using state-of-the-art techniques and are experienced in the use of geophysical exploration methods. We have successfully completed remedial action projects using a range of technologies such as soil venting, vapor extraction, air stripping, air sparging, soil stabilization/solidification, and on-site low temperature thermal extraction. Our combination of experience in assessments and audits, remediation, and litigation support

provides the client with the breadth that is essential for developing practical and effective solutions to environmental problems.

Our firm is active in national, regional, and state professional associations. Rizzo Associates is intimately familiar with the Massachusetts Contingency Plan (MCP) regulations, and our staff includes seven Licensed Site Professionals. The backgrounds and qualifications of Rizzo Associates' staff assigned to these type of projects is presented below.

- **Raymond C. Johnson, P.G., L.S.P.** is a Senior Vice President at Rizzo Associates and the Director of the Remediation, Assessment and Compliance Division, responsible for projects related to the assessment and remediation of soil and groundwater contamination. He has conducted numerous projects involving contamination by petroleum hydrocarbons, volatile organic compounds, and heavy metals. He has experience in the design of groundwater monitoring well networks and groundwater recovery systems, and has applied groundwater modeling techniques to the optimization of these systems. He has participated in the design and installation of groundwater pump and treat systems and has managed projects related to the assessment and remediation of contaminated public water supply wells. He has a B.S. in Geology from Allegheny College (1979), an M.B.A. from Clark University (1992), and has taken Civil Engineering courses at Northeastern University. He is a member of the National Ground Water Association, and Mr. Johnson is a Certified Professional Geologist and Licensed Site Professional in Massachusetts. He is OSHA HAZWOPER certified and has been practicing in the environmental field since 1979.

- **Paula A. Rotenberg** is an Environmental Scientist at Rizzo Associates responsible for Phase I environmental site assessments for residential, commercial, and industrial properties. Site assessments require the collection of data from interviews, public records, maps, and other data sources. Her experience in subsurface investigations includes supervision of soil boring advancement, monitoring well installation, and collection of soil, sediment, and groundwater samples. Ms. Rotenberg holds a B.S. in Earth Science from McMaster University (1999) and an M.S. in Environmental Soil Science from Penn State University (2002). She is OSHA HAZWOPER certified.

Appendix B

**DataMap Technology Corporation
Environmental FirstSearch Report**

FirstSearch Technology Corporation

Environmental FirstSearch™ Report

TARGET PROPERTY:

SOUTH ST

CARLISLE MA 01741

Job Number: 9688-01

PREPARED FOR:

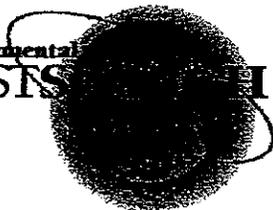
Rizzo Associates

1 Grant Street

Framingham, MA 01071

01-19-04

Environmental
FIRSTSEARCH



Tel: (781) 320-3720

Fax: (781) 320-3715

Environmental FirstSearch Search Summary Report

Target Site: SOUTH ST
CARLISLE MA 01741

FirstSearch Summary

Database	Sel	Updated	Radius	Site	1/8	1/4	1/2	1/2>	ZIP	TOTALS
NPL	Y	09-09-03	1.00	0	0	0	0	0	0	0
CERCLIS	Y	12-08-03	0.50	0	0	0	0	-	0	0
NFRAP	Y	12-08-03	0.15	0	0	0	-	-	0	0
RCRA TSD	Y	09-09-03	0.50	0	0	0	0	0	0	0
RCRA COR	Y	09-09-03	1.00	0	0	0	-	-	0	0
RCRA GEN	Y	09-09-03	0.15	0	0	0	-	-	-	-
RCRA NLR	N	09-09-03	0.25	-	-	-	-	-	3	3
ERNS	Y	12-31-02	0.15	0	0	0	-	-	-	-
NPDES	N	10-20-03	0.25	-	-	-	-	-	-	-
FINDS	N	07-16-98	0.25	-	-	-	-	-	-	-
TRIS	N	09-26-03	0.25	-	-	-	-	-	-	-
State Sites	Y	12-19-03	1.00	0	0	0	0	1	1	2
Spills-1990	Y	12-19-03	0.50	0	0	0	0	-	4	4
Spills-1980	Y	03-10-98	0.25	0	0	0	-	-	3	3
SWL	Y	07-02-03	0.50	0	0	0	0	-	0	0
Permits	N	NA	0.25	-	-	-	-	-	-	-
Other	N	NA	0.25	-	-	-	-	-	0	0
REG UST/AST	Y	10-01-03	0.25	0	0	0	-	-	0	0
Leaking UST	Y	NA	0.50	0	0	0	0	-	0	2
State Wells	Y	11-25-03	0.50	0	0	0	2	-	0	0
Aquifers	Y	01-20-99	0.50	0	0	0	0	-	0	0
ACEC	N	01-20-99	0.50	-	-	-	-	-	-	-
Wetlands	N	11-20-00	0.50	-	-	-	-	-	-	-
Floodplains	N	05-13-98	0.50	-	-	-	-	-	-	-
Nuclear Permits	N	04-30-99	0.50	-	-	-	-	-	-	-
Historic/Landmark	N	09-01-02	0.50	-	-	-	-	-	-	-
Federal Land Use	N	06-17-98	0.50	-	-	-	-	-	-	-
Federal Wells	N	05-19-03	0.50	-	-	-	-	-	-	-
Releases(Air/Water)	N	12-31-01	0.25	-	-	-	-	-	-	-
HMIRS	N	03-31-03	0.25	-	-	-	-	-	-	-
NCDB	N	05-23-03	0.25	-	-	-	-	-	-	-
PADS	N	09-01-03	0.25	-	-	-	-	-	-	-
Federal Other	N	NA	0.25	-	-	-	-	-	-	-
Misc	N	NA	0.25	-	-	-	-	-	-	-
Towers	N	08-16-01	0.25	-	-	-	-	-	-	-
Soils	N	03-18-97	0.25	-	-	-	-	-	-	-
Receptors	Y	01-01-95	0.50	0	0	0	0	-	0	0
- TOTALS -				0	0	0	2	1	11	14

Notice of Disclaimer

Due to the limitations, constraints, inaccuracies and incompleteness of government information and computer mapping data currently available to FirstSearch Technology Corp., certain conventions have been utilized in preparing the locations of all federal, state and local agency sites residing in FirstSearch Technology Corp.'s databases. All EPA NPL and state landfill sites are depicted by a rectangle approximating their location and size. The boundaries of the rectangles represent the eastern and western most longitudes; the northern and southern most latitudes. As such, the mapped areas may exceed the actual areas and do not represent the actual boundaries of these properties. All other sites are depicted by a point representing their approximate address location and make no attempt to represent the actual areas of the associated property. Actual boundaries and locations of individual properties can be found in the files residing at the agency responsible for such information.

Waiver of Liability

Although FirstSearch Technology Corp. uses its best efforts to research the actual location of each site, FirstSearch Technology Corp. does not and can not warrant the accuracy of these sites with regard to exact location and size. All authorized users of FirstSearch Technology Corp.'s services proceeding are signifying an understanding of FirstSearch Technology Corp.'s searching and mapping conventions, and agree to waive any and all liability claims associated with search and map results showing incomplete and or inaccurate site locations.

**Environmental FirstSearch
Site Information Report**

Request Date: 01-19-04
Requestor Name: Paula Rotenberg
Standard: ASTM

Search Type: COORD
Job Number: 9688-01

**TARGET ADDRESS: SOUTH ST
 CARLISLE MA 01741**

Demographics

Sites: 14	Non-Geocoded: 11	Population: 703
Radon: 3.4 - 7.2 PCI/L		

Site Location

	<u>Degrees (Decimal)</u>	<u>Degrees (Min/Sec)</u>	<u>UTMs</u>
Longitude:	-71.377237	-71:22:38	Easting: 304695.073
Latitude:	42.510875	42:30:39	Northing: 4709024.975
			Zone: 19

Comment

Comment:

Additional Requests/Services

Adjacent ZIP Codes: 0 Mile(s)				Services:		
ZIP Code	City Name	ST	Dist/Dir	Sel	Requested?	Date
					Sanborns	Yes 01-19-04
					Aerial Photographs	No
					Topographical Maps	No
					City Directories	No
					Title Search	No
					Municipal Reports	No
					Online Topos	No

*Environmental FirstSearch
Sites Summary Report*

TARGET SITE: SOUTH ST
CARLISLE MA 01741

JOB: 9688-01

TOTAL: 14 **GEOCODED:** 3 **NON GEOCODED:** 11 **SELECTED:** 3

ID	DB Type	Site Name/ID/Status	Address	Dist/Dir	Map ID
3	PWS	MA IWPA MAIWPA-0104-263	MA	0.39 NE	3
2	PWS	ASSURANCE TECHNOLOGY CORP. MAPWS-0104-1246/NTNC	CARLISLE MA	0.48 NE	2
1	STATE	NO LOCATION AID 3-0013402/TIER 2	1400 LOWELL ST CONCORD MA 01742	0.81 SE	1

**Environmental FirstSearch
Sites Summary Report**

TARGET SITE: SOUTH ST
CARLISLE MA 01741

JOB: 9688-01

TOTAL: 14 **GEOCODED:** 3 **NON GEOCODED:** 11 **SELECTED:** 3

ID	DB Type	Site Name/ID/Status	Address	Dist/Dir	Map I
14	SPILLS80	N88-0732	LOWELL ST CARLISLE MA 01741	NON GC	
13	SPILLS80	N85-0395	CENTER OF TOWN FIRE STATION CARLISLE MA 01741	NON GC	
12	SPILLS80	N85-0310	CROSS ST. CARLISLE MA 01741	NON GC	
6	ERNS	H41121/UNKNOWN	UNKNOWN CARLISLE MA 01741	NON GC	
8	SPILLS	DPW YARD 3-0017300/RAO	LOWELL ST CARLISLE MA 01741	NON GC	
7	STATE	DPW YARD 3-0017300/TIER 1C	LOWELL ST CARLISLE MA 01741	NON GC	
10	SPILLS	NO LOCATION AID 3-0022068/RAO	224 SOUTH ST CARLISLE MA 01741	NON GC	
9	SPILLS	NO LOCATION AID 3-0019442/RAO	BEDFORD ST CARLISLE MA 01741	NON GC	
4	ERNS	PRIVATE CITIZEN 373758/UNKNOWN (NRC)	WETLAND, A CRANBERRY BOG. CURV CARLISLE MA 01741	NON GC	
11	SPILLS	TOWN OF CARLISLE 3-0017912/RAONR	LOWELL ST CARLISLE MA 01741	NON GC	
5	ERNS	UNKNOWN 374092/UNKNOWN (NRC)	WETLAND, A CRANBERRY BOG. CURV CARLISLE MA 01741	NON GC	

*Environmental FirstSearch
Site Detail Report*

TARGET SITE: SOUTH ST
CARLISLE MA 01741

JOB: 9688-01

STATE WELLS SITE

SEARCH ID: 3

DIST/DIR: 0.39 NE

MAP ID: 3

NAME: MAIWPA
ADDRESS: MA

REV: 11/25/03
ID1: MAIWPA-0104-263
ID2:
STATUS:
PHONE:

CONTACT:

SHAPE_AREA: 81483.73

SHAPE_LEN: 1028.17

INSIDE: Within IWPA

*Environmental FirstSearch
Site Detail Report*

TARGET SITE: SOUTH ST
CARLISLE MA 01741

JOB: 9688-01

STATE SITE

SEARCH ID: 1

DIST/DIR: 0.81 SE

MAP ID: 1

NAME: NO LOCATION AID
ADDRESS: 1400 LOWELL ST
CONCORD MA 01742

REV: 8/1/01
ID1: 3-0013402
ID2:
STATUS: TIER 2
PHONE:

CONTACT:

LSP: JAMES LUKER
ACT STATUS: SCOPE OF WORK RECEIVED
ACT TYPE: PHASEII: PHASE II
RAO TYPE:

ACT DATE: 02/07/1997
ACT USE LIMITATION:
LSP: JAMES LUKER
ACT STATUS: COMPLETION STATEMENT RECEIVED
ACT TYPE: PHASEI: PHASE I
RAO TYPE:

ACT DATE: 02/07/1997
ACT USE LIMITATION:
LSP: JAMES LUKER
ACT STATUS: TIER 2 CLASSIFICATION
ACT TYPE: TCLASS: TIER CLASSIFICATION
RAO TYPE:

*Environmental FirstSearch
Site Detail Report*

TARGET SITE: SOUTH ST
CARLISLE MA 01741

JOB: 9688-01

STATE WELLS SITE

SEARCH ID: 3

DIST/DIR: 0.39 NE

MAP ID: 3

NAME: MA IWPA
ADDRESS: MA

REV: 11/25/03
ID1: MAIWPA-0104-263
ID2:
STATUS:
PHONE:

CONTACT:

SHAPE_AREA: 81483.73
SHAPE_LEN: 1028.17
INSIDE: Within IWPA

Appendix I: Residential Development Form

Please make copies of this form as needed.

Residential Development Expert/Ines
Name of Applicant: _____

Project Name and Property Address	Role Played (A)	Type of Project (B)		# Buildings / #DUs	Date Started (C)	Date Completed (C)	Status (D)
		1	2				
	Construction Costs	Total Dev. Cost		Gov't. Program (E)	Property Owner (F)	Date of Purchase and Sale	Bank Reference (G)
	Role Played (A)	Type of Project (B)		# Buildings / #DUs	Date Started (C)	Date Completed (C)	Status (D)
	Construction Costs	Total Dev. Cost		Gov't. Program (E)	Property Owner (F)	Date of Purchase and Sale	Bank Reference (G)
	Role Played (A)	Type of Project (B)		# Buildings / #DUs	Date Started (C)	Date Completed (C)	Status (D)
	Construction Costs	Total Dev. Cost		Gov't. Program (E)	Property Owner (F)	Date of Purchase and Sale	Bank Reference (G)
	Role Played (A)	Type of Project (B)		# Buildings / #DUs	Date Started (C)	Date Completed (C)	Status (D)
	Construction Costs	Total Dev. Cost		Gov't. Program (E)	Property Owner (F)	Date of Purchase and Sale	Bank Reference (G)

- A: Role Played**
 D = Developer
 S = Builder
 GC = General Contractor
 F = Project Planning, Insures
 O = Other (please specify on attached page)
- B: Type of Project**
 1. H = New Construction
 S = Substantial Rehab
 M = Moderate Rehab
 2. H = 1-4 Family Homes
 C = Condo/Co-ops
 R = Rental
- C: Month/Year**
 B = Bidding
 P = Pre-development
 I = In Construction
 M = Marketing
 C = Completed
- E: Gov't Program:** If Applicable, Provide Name of Program, Contact Name and Phone Number
F: Property Owner: Provide Contact Name and Phone Number
G: Bank Reference: Provide Contact Name and Phone Number

AppendixK: Beneficial Interests Form

CARLISLE HOUSING AUTHORITY

K. DISCLOSURE OF BENEFICIAL INTERESTS

1. Public agency involved in this transaction: **Carlisle Housing Authority**

Legal description of the property:

2. Type of transaction: Ground Lease
3. Lessor: **Carlisle Housing Authority**

Leasee:

4. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. (Note: if a corporation has or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must also be listed except that if the stock of the corporation is listed for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need **not** be disclosed.)

Name

Address

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts except as noted below:

Name	Title or position
_____	_____
_____	_____
_____	_____

5. This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named in item 1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to item 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Planning and Operations within 30 days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Signature:

Printed Name:

Title:

Date:

(This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described above. This form must be filed with the Massachusetts Division of Capital Planning and Operations, as required by M.G.L. c. 7, section 40J, prior to the conveyance of or execution of a lease for the real property described above. Attach additional sheets if necessary.)

Appendix L: Tax Compliance Form

CARLISLE HOUSING AUTHORITY STATEMENT OF TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I certify

under the penalties of perjury that _____ has
Name of Entity

fully complied with all laws of the Commonwealth of Massachusetts relating
to the payment of taxes.

Company Name:

Address:

Name & Title of Signatory:

Date: _____

Federal Tax ID or Social Security Number:

Appendix M: Non-Collusion Form

CARLISLE HOUSING AUTHORITY CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Name of Business

Signature of Individual Corporate Name

Signature of individual submitting bid or proposal

Social Security Number or Federal Identification Number

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Carlisle Housing Authority Request for Proposal
August 13, 2008

Name of Business

Signature of Individual/Corporate Name

Signature of individual submitting bid or proposal

Social Security Number or Federal Identification Number