

Conservation Restriction

for the Hampshire Woods Conservation Area

Georgetown, Massachusetts

The undersigned, TOWN OF GEORGETOWN, a municipal corporation of Essex County, Massachusetts, acting by and through its duly elected Board of Selectmen, and as authorized by a vote of the Annual Town Meeting of June 2, 2003, for nominal consideration, hereby grants, with quitclaim covenants, to ESSEX COUNTY GREENBELT ASSOCIATION, INC., a Massachusetts not for profit corporation having its principal office at 82 Eastern Avenue, Essex, Essex County, Massachusetts 01929, its successors and permitted assigns, in perpetuity and exclusively for conservation purposes, a Conservation Restriction on three parcels of land (the "Property") located in the towns of Georgetown and Groveland, Essex County, Massachusetts containing approximately 46 acres, as described in Exhibit A. Said Town of Georgetown and its successors in title to the Property are hereinafter called the "Grantor" and Essex County Greenbelt Association, Inc. and its successors and permitted assigns are hereinafter called the "Grantee". For Grantor's title see deed recorded with Essex South District Registry of Deeds at Book 22875, Page 427.

I. PURPOSES

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. Its purposes are to assure that the Property will be retained in its natural, scenic and undeveloped condition and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property. The protected conservation values and the public benefits resulting from the protection of the Property in the manner provided in this Conservation Restriction include the following, without limitation:

A. The Property provides significant scenic, scientific, outdoor educational and recreational value in its present state as a natural area and open space which has not been subjected to development incompatible with said uses; and

B. The Grantor and the Grantee recognize the uniqueness of the Property as a distinctive Massachusetts landscape embodying the special character of the region in

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which the Property is located and have the common purpose of conserving the natural values of the Property for this generation and future generations; and

C. The Property is adjacent to other protected open space, thereby increasing the ecological viability and scenic values of the area; and

D. The Property contains a wide diversity of wildlife habitat, including wetlands, streams, six certified vernal pools and upland forest used by a variety of wildlife species; and

E. The Property provides habitat for two species listed by the Massachusetts Natural Heritage and Endangered Species program, the Blandings Turtle and the Blue Spotted Salamander; and

F. The Property is located within 1,000 feet of two of Georgetown's drinking water supply wells;

G. The public shall be allowed to utilize the approximately 46 acres of land for passive conservation and recreation purposes, such as hiking, walking, and nature observation. This property was purchased for conservation purposes with assistance from the Commonwealth of Massachusetts' Self-Help Program in accordance with Chapter 132A, Section 11, to be managed and controlled by the Conservation Commission of the Town of Georgetown in accordance with Chapter 40, Section 8C for conservation and passive recreation purposes;

H. This conservation restriction is in compliance with and required by M.G.L. Chapter 44B, the Community Preservation Act statute.

Therefore, in order to preserve the Property in perpetuity in its present natural, scenic, and open condition, the Grantor conveys to the Grantee a perpetual Conservation Restriction within the meaning of Chapter 184, Section 31 et. seq. of the General Laws of Massachusetts, as amended.

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II. PROHIBITED AND PERMITTED ACTIVITIES AND USES

The terms of this Conservation Restriction are as follows:

A. Prohibited Activities and Uses. Except as otherwise herein provided, the Grantor shall neither perform nor permit others to perform any of the following acts or uses in, on, over or under the Property:

1. Construction or placing of any building, structure, facility or improvement on, over or under the Property, including but not limited to tennis courts, landing strips or pads, mobile homes, swimming pools, septic systems, roads, signs, fences, billboards or other advertising display, utilities, conduits, poles, antennas (including satellite dishes and cell towers), towers, monopoles, windmills, solar panels, or other temporary or permanent structures, facilities, or improvements of any kind on, over or under the ground;
2. Dumping or placing of soil, grass clippings, compost, yard debris or other substances on the ground as landfill, or dumping or placing of vehicle bodies or parts, junk, trash, refuse, solid or chemical waste or unsightly or offensive materials, or the installation of underground storage tanks;
3. Cutting, removal or destruction of trees, grasses, shrubs or other vegetation;
4. Mining, excavating, dredging or removal of loam, peat, sand, gravel, soil, rock or other mineral substances or natural deposits except as necessary for proper drainage or soil conservation and then only in a manner which does not impair the purposes of this Conservation Restriction after consultation with and approval by the Grantee;
5. Any industrial use;
6. Any institutional or commercial use inconsistent with the purposes of this Conservation Restriction;

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7. Use of motorized vehicles of any nature or kind, including but not limited to cars, trucks, motorcycles, all-terrain vehicles and snowmobiles, except such as may be reasonably required by police, firemen or other governmental agents in carrying out their lawful duties and except for cars, trucks and farm vehicles used for purposes permitted by this Conservation Restriction as provided in Paragraph B below;
8. The use, landing, or storage of aircraft, helicopters, or similar machines or devices, except as reasonably required by police, firefighters or other emergency personnel or government agents in carrying out their lawful duties;
9. Use of the Property in any manner or for any purpose except for agricultural, forestry or outdoor recreational purposes or other purposes that permit the Property to remain predominantly in its natural or open condition;
10. Activities detrimental to wildlife habitat, drainage, flood control, water or soil conservation, water quality, scenic qualities or erosion control;
11. Conveyance of a part or portion of the Property alone, or division or subdivision of the Property (as compared to conveyance of the Property in its entirety which shall be permitted, subject to the provisions herein) without the prior written approval of the Grantee;
12. Any other use of the Property or activity which would impair the conservation values unless such use or activity is necessary and desirable in the opinion of the Grantee and at the Grantee's sole discretion for the protection of the conservation values that are subject to this Conservation Restriction;
13. The use of the Property for (a) transferring development rights to any property, whether or not the receiving land is adjacent to the Property; and (b) calculating permissible lot yield of any land other than Grantor's adjacent unrestricted land;
14. Any acts or uses which in the opinion of the Grantee and at the Grantee's sole discretion are contrary to the purposes of this Conservation Restriction.

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B. Reserved Rights; Exceptions to Prohibited Activities and Uses.

Notwithstanding anything contained in Paragraph A, the Grantor reserves the right to conduct or permit the following activities on the Property provided that such uses and activities do not impair the purposes of this Conservation Restriction or other significant conservation interests, and further provided that all such uses and activities are in compliance with a “Hampshire Woods Management Plan”, (the “Management Plan”), approved by the Grantor and Grantee for purposes permitted by this Conservation Restriction:

1. Within forested areas, in accordance with generally accepted forest management practices, the selective pruning and cutting of trees, shrubs and other vegetation to prevent, control, or remove hazards, disease or insect damage, or fire;
2. In conformity with the Management Plan, the erection and maintenance of a signs with respect to (a) the location of boundary lines, (b) hunting and trespassing, (c) rules and regulations governing public access to the Property, way finding, and interpretation;
3. Activities designed to enhance the ecological or natural historical value of the Property, including wildlife habitat improvement after consultation with the Grantee and with the Grantee’s approval;
4. Hiking, wildlife observation and other passive noncommercial outdoor recreational and educational activities consistent with the purposes of this Conservation Restriction;
5. Activities designed to control nuisance, noxious and exotic plant and animal species on the Property in accordance with a plan approved by the Grantee;
6. The maintenance of the existing network of woods roads and trails on the Property;
7. The construction of new trails for the purposes of non-motorized recreational use of the Property;

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8. The construction, repair and maintenance of unpaved parking areas, in conformity with the Management Plan;
9. Archaeological research and activities, in conformity with the Management Plan, carried out in a manner consistent with such guidelines as may be promulgated by the Massachusetts Historical Commission, or successor agency;
10. Such other activities requested by the Grantor and expressly approved by the Grantee as are consistent with the purposes of this Conservation Restriction.

The exercise of any right reserved by the Grantor under this Paragraph B shall be in compliance with the following: (a) then-current building, zoning, planning, and conservation regulations, bylaws or ordinances applicable to the Property, (b) any special permits or variances pertaining to the Property, (c) the Wetlands Protection Act (General Laws Chapter 131, Section 40), and (d) all other applicable federal, state and local laws and regulations. The inclusion of any reserved right in Paragraph B of Section II requiring a permit from a public agency merely means that the Grantor may have a right to request a permit, it does not mean that the Grantee takes any position on whether such permit should be issued.

C. Unspecified Activities and Uses are Prohibited. All acts and uses not expressly permitted in Paragraph B of Section II or otherwise authorized by the Grantee are prohibited.

D. Notice to and Approval by the Grantee. Whenever notice to or approval by the Grantee is required under the provisions of Paragraphs A, B or C of Section II, or any other provision or condition herein, the Grantor shall notify the Grantee in writing not less than thirty (30) days prior to the date the Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. The purpose of requiring such notice is to afford the Grantee with an adequate opportunity to ensure that the activities in question are designed and carried out

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in a manner that is consistent with the purposes of this Conservation Restriction and to monitor their implementation. Where the Grantee's approval is required by the terms of this Conservation Restriction, the Grantee shall grant or withhold its approval in writing within thirty (30) days of receipt of the Grantor's written request therefore. Grantee's approval may be withheld upon a determination by the Grantee at its sole discretion that the action as proposed would be inconsistent with the purposes of this Conservation Restriction.

III. ACCESS

A. Access by the Grantee. The Grantee through its duly designated officers, directors, members, employees, representatives or agents shall have the right to enter the Property following reasonable notice and at reasonable times and in a reasonable manner for the purpose of inspecting the Property, determining compliance with the terms of this Conservation Restriction and preventing, abating or remedying any violations thereof. The Grantee shall have the right, but not the obligation, at its sole expense, to perform any act required to preserve, conserve or promote the natural habitat of wildlife, fish or plants located on the Property. The Grantee shall have the right to erect and from time to time replace, at appropriate locations near the boundaries of the Property, suitable signs identifying the Grantee as the holder of this Conservation Restriction.

B. Access by the Public. The Grantor recognizes that the Property is presently used by the general public to pass and repass by foot, horseback, snowshoe and cross-country ski for purposes of quiet outdoor recreational and educational activities. Said recreational and educational uses shall be maintained, consistent with the Management Plan and with such rules and regulations as may be promulgated by the Georgetown Conservation Commission.

IV. LEGAL RIGHTS AND REMEDIES OF THE GRANTEE

A. Legal and Injunctive Relief. The rights hereby granted shall include the right to take any and all actions with respect to the Property as may be necessary or

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appropriate, with or without order of court, to remedy, abate or otherwise enforce any violations hereof, as well as 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 Property to its condition at the time of this grant (it being agreed that the Grantee may have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee.

B. Actions to Prevent or Remedy Violations. The Grantee shall have the right to take appropriate actions to prevent, abate, or remedy violations of this Conservation Restriction.

C. Reimbursement of Costs of Enforcement. The Grantor and the successors and assigns of the Grantor covenant and agree to reimburse the Grantee for 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 the Grantor or determined by a court of competent jurisdiction to have occurred.

D. The Grantee's Disclaimer of Liability. By its acceptance, the Grantee does not undertake any liability or obligation relating to the condition of the Property.

E. Non-Waiver by the Grantee. Enforcement of the terms of this Conservation Restriction shall be at the discretion of the Grantee, and any forbearance by the Grantee to exercise its rights under this Conservation Restriction shall not be deemed or construed to be a waiver.

F. Acts Beyond the Grantor's Control. Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any action against the Grantor for any injury to or change in the Property resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

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G. Hold Harmless Clause. The Grantor hereby releases and agrees to hold harmless, and indemnify the Grantee and its directors, officers, employees, agents, and contractors and the successors, and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition or other matter related to or occurring on or about the Property, regardless of the cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the violation or alleged violation of, or other failure to comply with any state, federal, or local law, regulation, or requirement, by any person other than the Indemnified Parties, in any way affecting, involving, or relating to the Property; (3) the presence or release in, on, under, from, or about the Property, at any time, of any substance now or hereafter defined, listed or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement, as hazardous, toxic, polluting, or otherwise contaminating to the air, water or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties. By its acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Property, including but not limited to, compliance with hazardous materials or other environmental laws and regulations.

V. ASSIGNMENT BY GRANTEE

The benefits of this Conservation Restriction shall be deemed to be in gross and the Grantee and its successors and assigns shall have the right to assign all or a portion of its right, title and interest hereunder to a "Qualified Organization" as defined in Section 170 (h) (3) of the Internal Revenue Code provided that such assignee shall also be an eligible donee of a conservation restriction as set forth in Chapter 184, Section 32 of the General Laws of Massachusetts, and provided further that, as a condition of such assignment, the assignee is required to hold this Conservation Restriction and enforce its terms for conservation purposes.

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VI. SUBSEQUENT TRANSFERS

A. Reference to Conservation Restriction in Future Deeds. The Grantor agrees to incorporate the terms of this Conservation Restriction by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including without limitation, any leasehold interest or option.

B. Representations of the Grantee. The Grantee represents that it is a not for profit corporation, that it has a perpetual existence, that it is organized and operated for the purpose of preserving and conserving natural resources, natural habitats, environmentally sensitive areas and for other charitable, scientific and educational purposes, that it has both the necessary funds and commitment to hold this Conservation Restriction exclusively for conservation purposes in perpetuity and to enforce its terms, and that it is a "Qualified Organization" as that term is defined in Section 170 (h) (3) of the Internal Revenue Code of 1986, as amended.

C. Required Notifications of Transfers. The Grantor shall notify the Grantee in writing at least thirty (30) days before conveying the Property, or any part thereof or interest therein (including a leasehold interest or option). The Grantee shall notify the Grantor in writing at least thirty (30) days before it assigns this Conservation Restriction. Any failure by the Grantor or the Grantee to provide notification as provided for herein shall not invalidate or extinguish this Conservation Restriction or limit its enforceability in any way.

VII. EXTINGUISHMENT

A. Termination only by Judicial Proceeding. The Grantor and the Grantee agree that the grant of this Conservation Restriction gives rise to a legal interest in the Grantee for purposes of enforcing the terms of this Conservation Restriction but does not vest any beneficial interest or property right in the Grantee. If any occurrence gives rise to an extinguishment or other release of the Conservation Restriction under applicable law, the Grantor and Grantee shall be reimbursed from the proceeds, once recovered, for their respective share of reasonable legal expenses, if any, associated with the recovery of said proceeds. The remaining balance of the proceeds shall be deposited into Grantor's

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Community Preservation Fund for the purchase of open space in accordance with Chapter 44B of the General Laws. Should the Grantor's Community Preservation Fund no longer exist for any reason, such as the Grantor having opted out of Chapter 44B of the General Laws, the funds shall be applied to the acquisition of additional interests in land for park purposes consistent with the requirements of Section 63 of Chapter 44 of the General Laws.

VIII. BINDING EFFECT; INTERPRETATION

A. Running of the Benefit. The benefits of this Conservation Restriction shall be deemed to be in gross and the Grantee shall have the right to assign its interests herein to the extent and in the manner provided in Section VI.

B. Running of the Burden. The burdens of this Conservation Restriction shall be deemed to run with the Property, shall be enforceable in perpetuity against the Grantor, the Grantor's successors in title to the Property, and any person holding any interest therein, by the Grantee, its successors and assigns and its duly designated officers, directors, members, employees or agents as holders of this Conservation Restriction.

C. 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 Property shall terminate upon transfer of that party's interest in the Property. Liability for acts or omissions occurring prior to any transfer and liability for any transfer in violation of this Conservation Restriction shall survive the transfer.

D. Prior Encumbrances. This Conservation Restriction shall be in addition to and not in substitution of any other restrictions or easements of record affecting the Property.

E. Pre-Existing Rights of the Public. The approval of this Conservation Restriction by any municipal or state authority is not to be construed as representing the existence or nonexistence of any pre-existing rights of the public, if any, in and to the

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Property. Any pre-existing rights of the public are not affected by the granting of this Conservation Restriction.

F. Execution of Instruments. The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; and the Grantor on behalf of themselves and their successors and assigns appoint the Grantee their attorney-in-fact to execute, acknowledge and deliver any such instruments on their behalf. Without limiting the foregoing, the Grantor and their successors and assigns agree themselves to execute any such instrument upon request.

G. Effective Date. The Grantor and the Grantee intend that the restrictions arising hereunder take effect when all the requisite signatures pursuant to Section 32 of Chapter 184 of the General Laws of Massachusetts have been obtained and this document has been recorded in the appropriate Essex County Registry of Deeds.

H. Controlling Law. The interpretation of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

I. Liberal Construction; Severability. This Conservation Restriction shall be liberally construed in favor of the grant to effect its conservation purposes and the policies and purposes of M.G.L. Chapter 184, Sections 31-33. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Restriction that would render it valid shall be adopted over any interpretation that would render it invalid. If any provision or condition of this Conservation Restriction shall be declared invalid, the remaining provisions shall not be affected.

J. Entire Agreement. This instrument sets forth the entire agreement of the parties regarding this Conservation Restriction and supersedes all prior discussions, negotiations, understandings or agreements.

K. Non-Merger. No future assignment of the Grantee's interest in the Property or future acquisition of any interest in the Property by the Grantor shall cause this

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Conservation Restriction to merge with the fee or render any terms hereof unenforceable pursuant to the so-called Doctrine of Merger.

L. Notices. Any notice, demand, request, consent, approval, or other communication that either party desires or is required to give pursuant to this Conservation Restriction is deemed delivered upon receipt and shall be in writing and delivered by hand, by facsimile or by first class mail and addressed as follows:

To Grantor: The Town of Georgetown
1 Library Street
Georgetown, Massachusetts 01833

To Grantee: Essex County Greenbelt Association, Inc., 82 Eastern Avenue, Essex, MA
01929

IX. ESTOPPEL CERTIFICATES

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

No documentary stamps are required, as this Restriction is a gift.

Executed under seal this _____ day of _____, 20__.

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APPROVAL BY GEORGETOWN BOARD OF SELECTMEN

We, the undersigned, being a majority of the Selectmen of the Town of Georgetown, Massachusetts, hereby certify that the Georgetown Board of Selectmen voted to grant the foregoing Conservation Restriction to the Essex County Greenbelt Association pursuant to MGL Chapter 184, Section 32 and in compliance with Section 12(a) of MGL Chapter 44B, the Community Preservation Act, so-called.

COMMONWEALTH OF MASSACHUSETTS

, ss.

, 20__

On this _____ day of _____, 2004, before me, the undersigned notary public personally appeared the Georgetown Board of Selectmen, proved to me through satisfactory evidence of identification, which consisted of _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it as individuals voluntarily for its stated purpose.

Notary Public

My Commission Expires:

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APPROVAL BY ESSEX COUNTY GREENBELT ASSOCIATION

Essex County Greenbelt Association, Inc. hereby accepts this Conservation Restriction and agrees to be bound by its terms.

Essex County Greenbelt Association, Inc.

By: _____

Name:

Title:

Hereunto duly authorized

COMMONWEALTH OF MASSACHUSETTS

, ss. _____, 20__

On this _____ day of _____, 2004, before me, the undersigned notary public personally appeared _____, proved to me through satisfactory evidence of identification, which consisted of _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it as an individual voluntarily for its stated purpose.

Notary Public

My Commission Expires:

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APPROVAL BY GEORGETOWN CONSERVATION COMMISSION

We, the undersigned Conservation Commission of the Town of Georgetown, Massachusetts, hereby certify that at a meeting duly held on June 24, 2004, the Commission voted to approve the foregoing Conservation Restriction to the Essex County Greenbelt Association, Inc. for the preservation of the natural resources of said Town and being in the public interest pursuant to Massachusetts General Laws Chapter 184, Section 32.

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APPROVAL BY GROVELAND CONSERVATION COMMISSION

We, the undersigned Conservation Commission of the Town of Groveland, Massachusetts, hereby certify that at a meeting duly held on _____, 2004, the Commission voted to approve the foregoing Conservation Restriction to the Essex County Greenbelt Association, Inc. for the preservation of the natural resources of said Town and being in the public interest pursuant to Massachusetts General Laws Chapter 184, Section 32.

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APPROVAL BY SECRETARY

The undersigned Secretary of the Executive Office of Environmental Affairs of the Commonwealth of Massachusetts hereby certifies that the foregoing Conservation Restriction to the Essex County Greenbelt Association, Inc. has been approved in the public interest pursuant to Massachusetts General Laws Chapter 184, Section 32.

Date: _____

Ellen Roy Herzfelder, Secretary
Executive Office of Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

, ss. _____, 20__

On this _____ day of _____, 2004, before me, the undersigned notary public personally appeared _____, proved to me through satisfactory evidence of identification, which consisted of _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it as an individual voluntarily for its stated purpose.

Notary Public

My Commission Expires:

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EXHIBIT A

The following described parcels of land shall be subject to this Conservation Restriction:

PARCEL 1: A certain parcel of land situated partly in Georgetown and partly in Groveland, Essex County, Massachusetts, in Hampshire Woods (so-called), and shown as Lot 10 of Map 3 of the Assessor's sheets, containing twenty four acres more or less and bounded beginning at the Southwest corner of said land on a Proprietor's Way by land now of Federal Investments, Inc. formerly of Henry Pettengill, then running Northwardly by said Federal Investments, Inc. land as the wall now stands to the Georgetown and Groveland line; then running Eastwardly by land now of the Edward J. Weiss Corporation, formerly of Rogers and Dewhirst and others, to other land of Kathleen M. and John D. Bresnahan, then running Southwardly on said Bresnahan's land to said Proprietors Way, then running Westerly on said Way to the first bound; being the same premises conveyed to Dr. Moses Spofford by William Parker, recorded in the South Essex Registry of Deeds, Book 192, Page 82.

PARCEL 2: Also a certain parcel of land situated in Georgetown, Essex County, Massachusetts, and shown as Lot 8 of Map 3 of the Assessor's sheets, containing eighteen and one half acres more or less, called The Dole Pasture, and bounded and described as follows: On the East by land now of Federal Investments, Inc. and formerly of Curtis; on the South by land now of the Town of Georgetown and formerly of Hardy, and other owners unknown, on the West by land now of the Town of Georgetown and formerly of Poor; on the North by land of New England Power Co.; it being part of the same land sold to Orin Weston by the heirs of Paul Dole, recorded in South Essex Registry of Deeds, Book 631, Page 5.

PARCEL 3: Also another certain parcel of land situate in Georgetown, Essex County, Massachusetts, and shown as Lot 10A of Map 3 of the Assessor's sheets, containing two acres more or less, and bounded and described as follows: Beginning at the Northeasterly corner thereof by a Proprietor's Way at the end of a wall; thence running Southerly with

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the wall by land now of the Town of Georgetown and formerly of Harriman, to land now of Federal Investments, Inc. and formerly of Elliott; thence running Westerly and Northerly with the wall by land of said Federal Investments, Inc. to said Way, then Easterly by said Way to the comer begun at, being the same premises conveyed to George Weston by the heirs of Edmund Dole, recorded in the South Essex Registry of Deeds, Book 718, Page 29.

Being Parcel 1, Parcel 2, and Parcel 3 as described in deed conveyed to Kathleen M. Bresnahan as Trustee of the said KMB Realty Trust by deed dated August 22, 2002 and recorded in Essex County Registry of Deeds Book 19342, Page 433. Parcel 4 of said deed is specifically excluded from this restriction.