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Marshfield Planning Board



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Bk: 41703 Pg: 139 Page: 1 of 18

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ATTEST: John R. Buckley, Jr. Register
Plymouth County Registry of Deeds

**TOWN OF MARSHFIELD
CONSERVATION RESTRICTION
UNDER THE COMMUNITY PRESERVATION ACT
To Wildlands Trust, Inc.**

**SOUTH RIVER PARK CONSERVATION RESTRICTION
MARSHFIELD CR#62**

I. GRANTOR CLAUSE

The TOWN OF MARSHFIELD, a municipal corporation with an address of 870 Moraine Street, Marshfield, Massachusetts 02050, acting by and through its duly authorized Board of Selectmen for its successors and assignees ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the General Laws, for consideration of One Dollar (\$1.00), paid, grants, with Quitclaim Covenants, to WILDLANDS TRUST, INC., a Massachusetts non-profit corporation with an address at Post Office Box 2282, Duxbury, Massachusetts 02331, and to its successors and permitted assigns ("Grantee") in perpetuity and exclusively for conservation purposes, the following described Conservation Restriction on the land located in the Town of Marshfield, Massachusetts, consisting of 1.7 acres, identified by the Marshfield Assessors as parcels G08-05-03, G08-05-04, G08-05-05, and being described in Exhibit "A" hereto attached (the "Premises") and shown on a map and plan for South River Park attached hereto as Exhibit "B" and Exhibit "B-1", respectively. For Grantor's title, see deeds recorded with the Plymouth County Registry of Deeds, Book 35979, Page 235-236, and Book 37108, Page 278-200. The Grantee is a tax-exempt nonprofit organization, qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code; whose primary purpose is the preservation, protection or enhancement of land in its natural, scenic, historical, agricultural, forested, and/or open space condition.

II. PURPOSES

The Town of Marshfield, at a duly called Special Town Meeting held on October 15, 2007 while acting on Article 16 of the Warrant voted to authorize the Board of Selectmen to

Return to: Robert L. Marzelli
1020 Plain St., Suite 380
Marshfield, MA 02050

acquire parcels G08-05-04 and G08-05-05 of the Premises and at a duly called Special Town Meeting held on October 20, 2008 while acting on Article 2 of the Warrant voted to authorize the Board of Selectmen to acquire the parcel G08-05-03 of the Premises for the creation and preservation of open space and passive recreation purposes, and to utilize Community Preservation Funds for the purposes of these Articles, and to grant a Conservation Restriction on the Premises to Wildlands Trust, Inc. Pursuant to the Votes under said Articles and in accordance to Section 12 of the Community Preservation Act, the Grantor is hereby granting a Conservation Restriction on the Premises to the Grantee.

Furthermore, the Town of Marshfield, at a duly called Special Town Meeting held on April 26, 2010 while acting on Article 9 of the Warrant voted to appropriate funds from the Community Preservation Open Space Reserve and transfer from Community Preservation Fund balance to fund the construction of a new park, the South River Greenway Park, located at 2148-2154 Ocean Street, as shown on the Marshfield Assessor's Maps G08-05-03, G08-05-04 and G08-05-05, and to authorize the Board of Selectmen and/or the Open Space Committee to apply to the appropriate Federal or State agencies seeking reimbursement under the Federal Land and Water Conservation Act, P.L. 88-578, of any funds expended for said purposes and to enter into any contracts or take any other action necessary to secure such reimbursement to the Community Preservation Fund. Further that, upon completion of construction of the park, the above described land shall be dedicated to, and held in trust for, park purposes; in accordance with G.L. Chapter 45, §3. Moreover, as the Park is the recipient of a Land and Water Conservation Fund (LWCF) grant, it is protected under Article 97 of the Massachusetts Constitution, as well as Section 6(f)(3) of the Land and Water Conservation Fund Act of 1965 Public Law 88-578. Attested copies of said above Town Meetings' Votes are attached hereto as Exhibit "C".

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the General Laws and otherwise by law. Grantor intends that this Conservation Restriction will assure that, while permitting uses described in Section III below, the Premises will be retained forever in their park-like and natural condition. Further, that this Conservation Restriction will preserve and protect in perpetuity the wildlife, aesthetic, ecological and environmental values of the Premises.

The Premises, comprised of 1.7 acres of improved and natural land, contain unique or outstanding qualities, the protection of which in their natural and park-like condition will be of benefit to the public. The conservation values protected by the terms of this Conservation Restriction include the following:

- A. **Protection of Wildlife Habitat.** Premises lie within an area designated as "Priority Habitat of Rare Species" by the Massachusetts Natural Heritage and Endangered Species Program. Premises are mostly characterized by parkland with native plantings throughout and river shoreline habitats;

- B. Protection of Hydrological Resources.** Premises directly abut with 325 feet of shoreline on the South River, a river identified as an outstanding water resource and federally recognized as a National Natural Landmark;
- C. Expansion of Conserved Areas.** Although not directly abutting other conservation lands, the property is in close proximity to other conservation and park lands, including Wildlands Trust's Pudding Hill Preserve, Town Memorial Park, and Marshfield South River School;
- D. Scenic views.** The CR protects a property that offers important scenic roadside views, specifically the approximately 300 feet of frontage on Route 139, a public way in the Town of Marshfield; and scenic river front area along the South River—a federally recognized National Natural Landmark;
- E. Enhancement of Public Passive Recreational Opportunities.** The Premises will be accessible to the general public (and will be ADA accessible) for passive, non-motorized outdoor recreational activities to include walking, contemplation, and nature study;
- F. Congruence with Municipal Policy Goals.** Protection of the Premises is consistent with the goals of the 2010 Town of Marshfield Conservation/Recreation Open Space Plan as outlined in Section 8 of said Plan, particularly under Goal 2. Expand and connect existing preserved land to enhance species and wildlife habitat, specifically Objective 4 Acquire lands that provide buffer to watershed areas surrounding the North River, the South River, and the Green Harbor River; and Goal 3. Provide multi-generational recreational opportunities that bring residents together;
- G. Prevention of the development, subdivision, or use of the Premises for any purposes except as elsewhere herein allowed.**

Upon completion of construction of the South River Park, the specific conservation values of Premises are to be documented in an inventory of relevant features of Premises, acknowledged by the signature of Grantor and Grantee, and to be filed at the offices of Grantee (and a copy to be provided to Grantor). Said inventory consisting of reports, maps, photographs, and other documentation (hereinafter referred to as "Baseline Documentation"), which the parties agree provide an accurate representation of Premises at that time and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Conservation Restriction.

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

A. Prohibited Acts and Uses: Subject to the exceptions set forth in paragraph B below, Grantor will neither perform nor allow others to perform the following acts and uses which are prohibited on, above, or below Premises: All acts and uses not prohibited by

subparagraphs A and/or B are permissible provided they do not materially impair the conservation values or purposes of this Conservation Restriction.

1. Constructing or placing of any temporary or permanent building, tennis court, landing strip or pad, mobile home, septic system, swimming pool, road, asphalt or concrete pavement, billboard or any other advertising display, antenna, tower, windmill, solar panel, temporary or permanent structure or facility on, above or under Premises;
2. Mining, excavating, dredging, or removing from Premises of soil, loam, peat, gravel, sand, rock or other mineral or natural deposit;
3. Placing, filling, storing or dumping on Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever or the installation of underground storage tanks;
4. Cutting, removing or otherwise destroying trees, grasses, shrubs, or other non-invasive vegetation;
5. Stockpiling snow and/or activities detrimental to drainage, flood control, water or soil conservation, erosion control, or wildlife habitat;
6. The operation of snowmobiles, motorcycles, all-terrain vehicles, aircrafts, helicopters, or any other recreational vehicles, shall not be used, landed, parked, stored, maintained, operated or otherwise allowed on Premises unless as provided in Paragraph B below;
7. Agricultural activities, including animal husbandry, livestock grazing, apiculture, and other activities related to raising and/or maintenance of domesticated animals.
8. Division or subdivision of Premises for any purpose; or use of the Premises toward building requirements on this or any other parcel.
9. Any other act, activity or use of Premises which would materially impair the significant conservation interests that are the subject of this Conservation Restriction.

B. Permitted Uses and Activities. Notwithstanding anything contained in subparagraph III.A above, Grantor reserves the right to conduct or permit the following activities and uses on Premises, but only if such acts or uses do not materially impair the significant conservation values as defined above. All acts and uses not prohibited by subparagraphs A and B are permissible provided they do not materially impair the conservation values or purposes of this Conservation Restriction:

1. **Improvements.** Subject to prior written approval of Grantee, which approval shall not be unreasonably withheld or delayed the construction of structures and improvements incidental solely for supporting use of the Premises for conservation and passive non-motorized outdoor recreation purposes, including but not limited to:

- Resurfacing of parking areas;

- Installation of pavilions, information kiosks, interpretive signs, benches;
- Installation of a foot bridge and boardwalks;
- New trails, including handicapped accessible trails;
- Installation and use of solar powered lighting, security lighting and security systems for use on the property,
- Installation of water and utility lines thereto and solely for use on the Premises (if placed underground then with restoration of above-ground area);

2. Motorized Vehicles. Use of motorized vehicles solely as necessary for the purpose of property maintenance or other allowed uses under Section III.B., for compliance with the Americans with Disabilities Act (ADA) for handicapped access (such as motorized wheelchairs), or as necessary by police, fire prevention personnel or other government agencies carrying out their lawful duties. Temporary parking is allowed in designated parking areas. Overnight parking is not allowed;

3. Signage. Subject to prior written approval of Grantee which approval shall not be unreasonably withheld or delayed, erection of signs and/or monuments mutually acceptable to Grantor and Grantee;

4. Wildlife Habitat Improvement. With prior written notice to Grantee, measures designed to restore native biotic communities, or to control and/or remove invasive species; or to maintain, enhance, or restore wildlife, wildlife habitat, or rare or endangered species;

5. Soil Conservation. With prior written notice to Grantee, excavation and removal from the Premises, with restoration, of soil, gravel or other mineral resource or natural deposit as may be incidental to the maintenance of good drainage, soil conservation practices or as necessary for other permissible use of the Premises;

6. Fences. With prior written notice to Grantee, the placement, maintenance, and repair of sight pervious fences or natural hedges that do not interfere with the conservation purposes of this Conservation Restriction, including vistas, and/or of solid fences on sections of the property perimeter (except for along the river) necessary for public safety reasons;

7. Recreational Activities. Use of Premises for passive, non-motorized outdoor recreation, including but not limited to walking, hiking, bird-watching, nature contemplation, nature study, fishing, and other non-motorized outdoor passive recreational activities that do not materially alter nor degrade the environmental qualities of Premises;

8. Maintenance.

- a) Regular property maintenance activities including mowing of grasses, planting and/or replacement of native species; trimming, maintaining, or replacing trees or shrubs, and removing diseased or insect damaged trees.

b) Maintenance, repair and reconstruction of trails including mowing, tick or other nuisance control, or otherwise to preserve the park-like features and overall current conditions of Premises.

c) Regular maintenance of parking areas;

d) Maintenance of signage and structures such as interpretive signs, boardwalks, bridges, pavilion, and veteran's honor wall, information kiosks, benches, foot bridge, boardwalks, and solar powered lighting, security lighting and security systems on the property, water and utility lines;

9. Chemical Applications. Subject to prior written approval of Grantee which approval shall not be unreasonably withheld or delayed, the de-minimus and specialized application of herbicides, insecticides, fungicides or rodenticides (none of which can be stored on Premises) to support Permitted Activities and Uses identified in III.B., provided such application is designed to affect only the targeted species and is narrowly and minimally applied only as necessary, and does not adversely affect the conservation values protected by this conservation restriction and provided such application is in full compliance with all applicable laws and permit requirements.

10. Archaeological Activities. Subject to prior written approval of Grantee which approval shall not be unreasonably withheld or delayed, the conduct of archaeological activities, including without limitation survey, excavation, and artifact retrieval, following submission of an archeological field investigation plan by the Grantor and subject to its approval in writing by the State Archeologist of the Massachusetts Historical Commission (or appropriate successor official) (M.G.L. Ch.9; s.27C, 950 CMR 70.00).

The exercise of any right reserved under this Paragraph B shall be in compliance with the then-current Zoning By-Laws, the Wetlands Protection Act (Massachusetts General Laws Chapter 131, section 40) and all other applicable federal, state, and local laws. The inclusion of any reserved right in this Paragraph B requiring a permit from a public agency does not imply Grantee or the Commonwealth take any position on whether such permit should be issued.

C. Notice of Intention and Approval to Exercise Reserved Rights and Certain Permitted Acts and Uses. Permitted Acts and Uses: Grantor shall give prior written notice to Grantee in advance of undertaking any activities referred to in III. B (4), III. B (5) and III. B (6), and receive written approval by Grantee in advance of undertaking any activities referred to in III. B (1), III. B (3), III. B (9) and (10) above. Such approval shall not be unreasonably withheld. The purpose of requiring Grantor to notify and receive approval by Grantee prior to undertaking certain permitted activities is to afford Grantee an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the purposes of this Conservation Restriction. Whenever notice

is required, Grantor shall notify Grantee in writing not less than 30 days prior to the date Grantor intends to undertake the activity in question. Notice and responses to notices shall be in accordance with the Notices provisions of Section IV below. Notice shall describe the nature, scope, design, location, timetable, and any other material aspects 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. If Grantee's approval is required, this judgment shall be rendered following Notices section XI.D. below within 30 days of the receipt of a complete notice. If no response is given by Grantee in said time, the notice shall be deemed approved by Grantee provided that the notice includes a reminder of this automatic approval provision and that the proposed activity is not prohibited and will not impair the purposes of this CR. Normal maintenance activities, including but not limited to the mowing of existing lawns as shown on the Baseline Documentation, and the planting of trees that do not materially impair the conservation values of this restriction shall not require notice or approval of Grantee.

IV. LEGAL REMEDIES OF THE GRANTEE

A. Legal and Injunctive Relief. The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to its condition prior to the time of the injury complained of (it being agreed that 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 and the Grantor.

Grantee shall immediately notify Grantor in writing of the nature of the alleged violation if Grantee finds what it believes is a violation. Upon receipt of this written notice, Grantor shall (a) immediately cease the activity constituting the violation and promptly restore the property to its condition prior to the violation to the reasonable satisfaction of Grantee, or (b) immediately cease the activity and provide a written explanation to Grantee of the reason why the alleged violation should be permitted, and/or (c) immediately attempt to resolve issues concerning the alleged violation. Both parties agree to attempt to resolve any disputes in accordance with the Dispute Resolution provisions of Section IV (F) below.

B. Reimbursement of Costs of Enforcement: Grantor, and its successors and assigns, covenant and agree to reimburse Grantee for all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Conservation Restriction or in remedying or abating any violation thereof. A violation of this Conservation Restriction has occurred only if Grantor agrees a violation has occurred

or it is so determined by a court of law. The parties agree that any enforcement action will not be undertaken until the parties have completed dispute resolution procedures set forth in Section IV (F) below.

C. Grantee Disclaimer of Liability: By its acceptance of this Conservation Restriction, Grantee does not undertake any liability or obligation relating to the condition of the Premises as of the date of this restriction.

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

E. Non-Waiver rights: Any election by Grantee or Grantor as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

F. Dispute Resolution: Either party may, at any time and with reasonable notice call a meeting for the purpose of resolving disputes or problems arising under this Conservation Restriction. Each party shall make every reasonable effort to resolve problems or disputes to the satisfaction of both parties. Notwithstanding the foregoing, in the event of a dispute pursuant to this Conservation Restriction, the parties agree that prior to pursuing other available remedies, but excluding the giving of notices of default by the other party they will attempt to negotiate resolution of their dispute directly with each other. If negotiation is unsuccessful, they agree to participate in at least three hours of mediation to be facilitated by a mediator mutually acceptable to them and under the mediation procedures set by the mediator. If no such mutually acceptable mediator is agreed upon, the Real Estate Bar Association or its successor shall be requested to designate such a mediator. The mediation session shall be conducted within thirty days of the date on which a mediator receives the request and agrees to mediate. The cost of such mediation shall be equally shared by the parties.

G. Acts Beyond Grantor's Control: Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring action against Grantor for any injury to or change in Premises resulting from causes beyond 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. Grantor and Grantee agree to cooperate in attempting to restore the Premises, if desirable and feasible.

V. ACCESS

A. Access by the Public. It is the intention of the parties hereto that the general public may enter upon the Premises for passive, outdoor non-motorized recreational and educational purposes. It is also the intention of the parties that any public use which is permitted by the terms of this Conservation Restriction constitutes permission to use the Premises for purposes described in Chapter 21, Section 17C of the Massachusetts General Laws; and that the parties hereto benefit from exculpation from liability to the extent provided in such section;

B. Access by Grantee. Grantor hereby grants to Grantee or its representatives the right to enter Premises at reasonable times and in a reasonable manner for the purpose of monitoring and/or enforcing this Conservation Restriction to determine compliance herewith.

VI. EXTINGUISHMENT

A. If circumstances arise in the future such as to render the purpose of this Conservation Restriction impossible to accomplish, this restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law, and after review by the Massachusetts Executive Office of Energy and Environmental Affairs or successor entity. 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 compensation in accordance with paragraph B below, after complying with the terms of any gift, grant, or funding requirements and subject, however, to any applicable law which expressly provides for a different disposition of the proceeds.

B. Proceeds Resulting from Extinguishment. Grantor and Grantee agree that this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee. Grantor and Grantee acknowledge that The Premises was acquired with Community Preservation Act Funds pursuant to MGL Ch44B and the Park was funded with a Land and Water Conservation Grant. 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 used to comply with the LWCF grant and the CPA, and the remaining balance of the proceeds shall be deposited into the Grantor's Community Preservation Fund for the purchase of land in the Town of Marshfield for similar open space purposes, with title thereto to be held by the Town of Marshfield subject to a Conservation Restriction to the Grantee similar in form to this Conservation Restriction. In the event the Town of Marshfield opts out of the Community

Preservation Act, or in the event that any non-Community Preservation funds are yielded by extinguishment, then such funds shall be applied to the acquisition of additional interests in open space, with title thereto to be held by the Town of Marshfield subject to a Conservation Restriction to the Grantee similar in form to this Conservation Restriction.

C. Grantors/Grantee Cooperation Regarding Public Action. Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then Grantor and Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action.

VII. ASSIGNABILITY

A. Running of the Burden: The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against Grantor and the successors and assigns of Grantor holding any interest in the Premises.

B. Execution of Instruments: Grantee is authorized to record or file any notice or instruments appropriate to assure the perpetual enforceability of this Conservation Restriction; Grantor on behalf of itself, and its successors and assigns, appoints Grantee their attorney-in-fact to execute, acknowledge and deliver any such instruments on their behalf. Without limiting the foregoing, Grantor and its successors and assigns agree to execute any such instruments upon request.

C. Running of the Benefit: This Conservation Restriction shall be for the benefit of Grantee and its successors and assigns. The benefits of this Conservation Restriction held by Grantee shall be in gross and shall not be assignable by Grantee, except in the following instances and from time to time:

1. as a condition of any assignment, Grantee requires that the assignee make a written commitment in form and substance satisfactory to Grantor, in its reasonable discretion, to carry out the purpose of this Conservation Restriction;
2. the assignee, at the time of assignment qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and under Section 32 of Chapter 184 of the General Laws as an eligible recipient of this Conservation Restriction directly, and has the financial and administrative capacity to perform its obligation as Grantee under this Agreement.
3. Any assignment shall comply with the provisions of Article 97 of the Amendments to the Massachusetts Constitution, if applicable.

VIII. SUBSEQUENT TRANSFERS

Grantor retains the right to sell, mortgage, or donate the Premises, subject to the requirements if Article 97 of the Massachusetts Constitution, if applicable. Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Premises, including a leasehold interest. Upon any such transfer, notice must be made in writing in accordance with the Notices provisions of Section XI.D below. Failure to notify the Grantee shall not have legal effect on this Conservation Restriction nor impair its enforceability in any manner.

IX. ESTOPPEL CERTIFICATE

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

X. EFFECTIVE DATE

This Conservation Restriction shall be effective when Grantor and Grantee have executed it, the administrative approvals required by section 32 of chapter 184 of the General Laws have been obtained, and it has been recorded, or if registered land it has been registered in the appropriate registry of deeds.

XI. MISCELLANEOUS

A. Grantor or Grantee shall record this instrument in a timely manner in the Plymouth County Registry of Deeds;

B. Controlling Law: The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts;

C. Entire Agreement: This instrument sets forth the entire agreement of the parties with respect to the Conservation Restriction on 1.7 acres of land at address 2148 Ocean Street (Route 139) in Marshfield, MA;

D. Notices: Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either hand delivered with a receipt or sent by Certified Mail (return receipt requested), postage prepaid, addressed to the applicable party at the address set forth in Section I above. Notice shall be deemed given on receipt;

E. 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;

F. 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.

XII. AMENDMENTS

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, the parties may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170 (h) of the Internal Revenue Code of 1986, as amended, Article 97 of the Massachusetts Constitution or Section 31-33 of Chapter 184 of the General Laws of Massachusetts. Any such amendment shall be consistent with the purpose of this Conservation Restriction, shall not affect its perpetual duration, shall not permit additional development or improvements to be constructed on the Premises other than development or improvements permitted by this Conservation Restriction on its effective date, and shall not permit any material impairment of the conservation values of the Premises. Any such amendment shall be recorded in the Plymouth County Registry of Deeds and must be approved by the Grantors, Grantee, municipal officials and the Massachusetts Secretary of Energy and Environmental Affairs.

At a public meeting held on June 25, 2012 the Marshfield Board of Selectmen voted to approve, accept, and execute this Conservation Restriction.

Town of Marshfield by its Board of Selectmen

Matthew J. McDonough, Chairman

Stephen G. Robbins, Vice Chairman

John E. Hall, Clerk

COMMONWEALTH OF MASSACHUSETTS

Plymouth, ss.

6/25, 2012

On this 25th day of June, 2012, before me, the undersigned notary public, personally appeared, proved to me through (known to me) Stephen Robbins & John E. Hall to be the persons whose names are signed above, and acknowledged the foregoing instrument to be signed by each of them voluntarily for its stated purpose, on behalf of said Board of Selectmen of the Town of Marshfield.

Kathleen D. Ramsey
Notary Public
My Commission expires: 6/1/2018



KATHLEEN D. RAMSEY
Notary Public
Commonwealth of Massachusetts
My Commission Expires June 1, 2018

ACCEPTANCE OF GRANT

The above Conservation Restriction is accepted this 26th day of June, 2012.

WILDLANDS TRUST, INC.

Karen Grey

Karen Grey, President
As Duly Authorized Representative of Wildlands Trust, Inc.

COMMONWEALTH OF MASSACHUSETTS

Plymouth, ss.

On this 26th day of June, 2012, before me, the undersigned notary public, personally appeared Karen Grey as President of Wildlands Trust, Inc., proved to me through satisfactory evidence of identification, which was MADL, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Melissa Kearney
Notary Public
My Commission Expires: 8/4/17

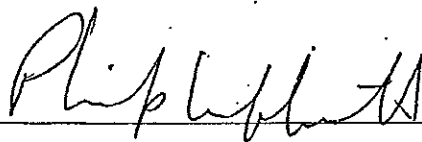


MELISSA R. KEARNEY
Notary Public
Commonwealth of Massachusetts
My Commission Expires August 4, 2017

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 the Provincetown Conservation Trust has been approved in the public interest pursuant to M.G.L. Chapter 184, Section 32.

Date: June 29, 2012



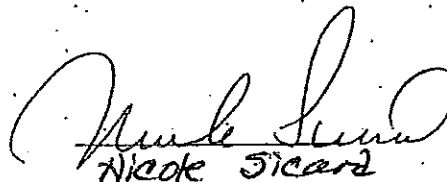
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

June 29, 2012

Then personally appeared before me Philip Griffiths on behalf of Richard K. Sullivan, Jr., Secretary, Executive Office of Energy and Environmental Affairs, and proved to me through satisfactory evidence of identification, which was (*personal knowledge of identity*), to be the person whose name is signed on the document and acknowledged to me that he/she signed it voluntarily as Secretary of Energy and Environmental Affairs for the Commonwealth of Massachusetts, for its stated purpose.



Notary Public

My Commission expires:

12/7/2018

Exhibit A

Description of the Premises

The Premises are comprised of the land described in the deeds recorded with the Plymouth County Registry of Deeds in Book 35979, Page 235-236, and Book 37108, Page 278-200. For Book 35979 Pages 235-236, the land containing 8955 square feet, lying on the Northerly side of Ocean Street, Marshfield, bounded and described as follow: Beginning at a point in the Northerly line of said street 239.37 feet Southeasterly from the South bound at the Southerly corner of land of Mary D. Damon; thence running Northeasterly on land of Rugani 127.8 feet; thence turning and running Southeasterly on land of Flavell, 75.5 feet; thence turning and running Southwesterly on land now or formerly of the Plymouth Cooperative Bank to Ocean Street 127 feet; thence turning and running Northwesterly on said Ocean Street 65.5 feet to the point of beginning. The afore-described premises are subject to a taking by the Massachusetts Department of Public Works for the relocation of Moraine and Ocean Street, dated March 1 1955, and recorded with Plymouth County Registry of Deeds in Book 2405, Page 434.

For Book 37108, Page 278-200, both Parcel 1 and Parcel 2, situated on the Northerly side of Ocean Street, in Marshfield, Plymouth County, Massachusetts, bounded and described as follows: Parcel 1: A certain parcel of land situated on the Northeasterly side of Ocean Street, in Marshfield, bounded and described as follows: Beginning in the line of the northeasterly side of Ocean Street at the Southeast corner of land conveyed by John H. Flavell to Edwin A. Keene by deed recorded at the Plymouth County Registry of Deeds in Book 1494, Page 362; thence running north 45° East, by said land, one hundred twenty-seven and 7/10 (127.7) feet, more or less, to a stake and stones; thence turning and running north 49° 2' West, by said land, 150.10 feet to land now or formerly of Rugani; thence turning and running by land of said Rigani 103.3 feet, more or less, to the South River; thence turning and running downstream by the South River 23 rods to land now or formerly of Henry C. Dunham; thence turning and running South 45° West 18 rods, more or less, to Ocean Street; and thence turning and running Northwesterly by the line of Ocean Street 140 feet, more or less, to the point of beginning.

Parcel 2: The land situated on the northerly side of Ocean Street, in Marshfield, bounded and described as follows: Beginning at the Southeasterly corner of the conveyed premises in the Northerly line of said Ocean Street, thence turning and running by land now or formerly of John H. Flavell, North 45° East, 127.7 feet to state and stones; thence turning and running still by land now or formerly of said John H. Flavell, North 49° 2' West, 75 feet to land formerly owned by Martin W. Wilkins, and now or formerly of one Spinney; thence turning and running by said last mentioned land, Southwesterly about 127 feet to said Ocean Street; and thence turning and running by said Street, South 49° 2' East, 75 feet to the point of beginning; except about 1,280 square feet of land taken by the Massachusetts Department of Public Works by Taking recorded with Plymouth Deeds in Book 2405, Page 434.

**Exhibit B Map of South River Park, Marshfield.
CR extends across entire Premises.**

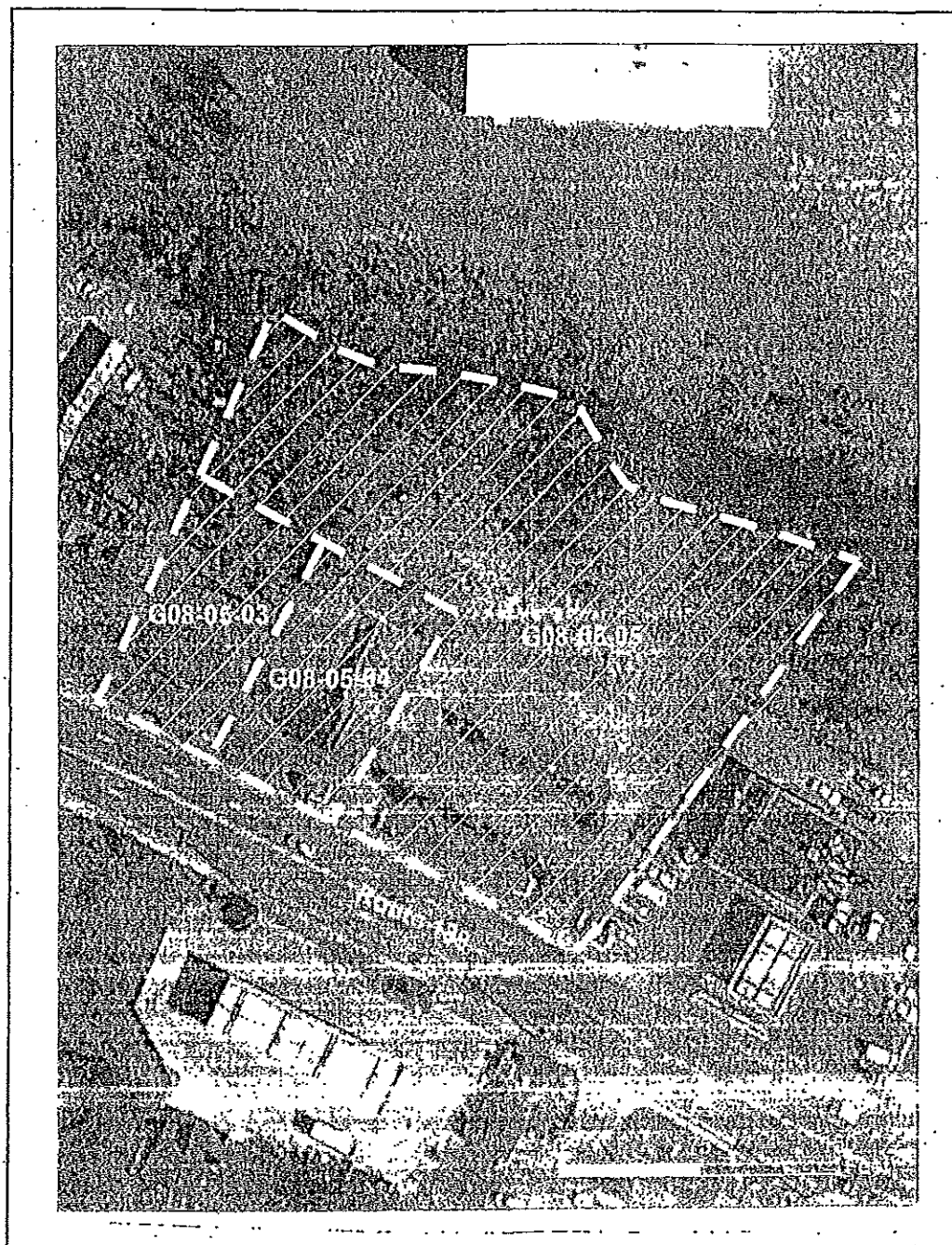


Exhibit B-1 Plan for South River Park, Marshfield.

