

GRANTOR: Town of Rowley  
GRANTEE: Essex County Greenbelt Association, Inc.  
ADDRESS OF PREMISES: 390 Wethersfield Street, Rowley, MA 01960  
FOR GRANTOR'S TITLE SEE: Essex County South Registry of Deeds Book 33744 Page 309

**GRANT OF CONSERVATION RESTRICTION  
to  
ESSEX COUNTY GREENBELT ASSOCIATION, INC.**

Property Address: 390 Wethersfield Street, Rowley, MA 01960

The undersigned, TOWN OF ROWLEY, a municipal corporation of Essex County, Massachusetts, with an address of 139 Main Street, Rowley, Massachusetts, 01969, being the sole owner, acting by and through its duly elected Board of Selectmen and Conservation Commission by authority of Section 8C of Chapter 40 of the Massachusetts General Laws, and its permitted successors and permitted assigns (hereinafter "Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, 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, and its permitted successors and permitted assigns (hereinafter "Grantee"), for nominal consideration, IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on land located in the Town of Rowley, Essex County, Massachusetts containing the entirety of a 193.299-acre property referred to as the Dodge Reservation (the "Premises"), as shown on a plan of land entitled "Plan of Land in Rowley, MA Property of Girl Scouts of Eastern Mass., Inc.," dated July 29, 2014, and recorded at the Essex South District Registry of Deeds in Plan Book 445 Plan No. 64, (the "Plan"); a reduced copy of which Plan is attached hereto as a sketch plan in Exhibit A.

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 (hereinafter "Restriction" or "Conservation Restriction"). The purpose of this Conservation Restriction is to assure that the Premises will be maintained in perpetuity for conservation purposes in a natural, scenic and undeveloped condition, and to prevent any use or change of the Premises that would materially impair or interfere with the conservation values of the Premises hereinafter described (hereinafter, collectively the "purposes" or "conservation values").

The Premises was acquired by the Town of Rowley using M.G.L. c. 44B Community Preservation Act funds pursuant to Article 14 of a vote of the Annual Town Meeting held on May 5, 2014, which specifically authorized the purchase of the fee interest in the Premises for conservation and passive recreation purposes. Authority to grant the Conservation Restriction to the Grantee is pursuant to Article

19 of a vote of the Special Town Meeting held on October 27, 2014. A certified copy of the Town Meeting Votes are attached hereto as Exhibit B.

The protected conservation values and the public benefits (collectively, "Conservation Values" or "Purposes") resulting from the protection of the Premises include the following, without limitation:

- A. The Grantor and the Grantee recognize that the protection of the Premises through this Conservation Restriction will protect significant outdoor recreational, natural habitat, scenic, and open space conservation values (herein, the "conservation values");
- B. The Grantor and the Grantee recognize the uniqueness of the Premises as a distinctive Massachusetts landscape embodying the special character of the region in which the Premises is located and have the common purpose of conserving the natural values of the Premises for this generation and future generations;
- C. **Open Space.** The Premises 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 use;
- D. **Biodiversity.** The Premises contains a wide diversity of wildlife habitat, including wetlands, streams, ponds, upland forest, potential vernal pools, and meadow used by a variety of wildlife species. These lands are critical for the long-term persistence of rare species as well as the diversity of natural communities and intact ecosystems across the Commonwealth;
- E. **Forests.** Nearly the entirety of the premises has been classified by the University of Massachusetts Department of Natural Resources Conservation as either Prime 1, Prime 2, Prime 3 forestland, or Forests of Local and Statewide Importance;
- F. **Water Resources.** Woodland areas of the Premises contain wetlands classified by the Massachusetts Department of Environmental Protection (DEP) as "Wooded Marsh," and their preservation helps protect water quality;
- G. **Scenic Landscape.** The Premises is part of a highly scenic landscape visible to members of the general public from Wethersfield Street, a public way;
- H. **Landscape Connectivity.** The Premises is adjacent to other land owned by the Town of Rowley as conservation, park land, and Water Department land, thereby increasing the ecological viability, water supply protection, and scenic values of the area;
- I. **Public Access.** The Premises provides a system of public access trails for passive recreation and conservation purposes, such as hiking, walking, bird-watching, nature observation and photography, cross-country skiing, snowshoeing, biking, and horseback riding, and thus protects a significant recreational resource;
- J. Protection of the Premises furthers the Town of Rowley's 2014 Open Space and Recreation Plan: to preserve and protect the Town's water resources (Goal 1); to preserve and protect the Town's natural resources, open spaces, and forests (Goal 2); to preserve and protect the Town's scenic quality and rural character (Goal 3); and to provide diverse recreational opportunities for residents of all ages and abilities (Goal 4).

The recreational, significant natural habitat, scenic, open space and other conservation values of the Premises, as well as its current uses and state of improvement, are described in a Baseline Documentation Report ("Baseline Report") prepared by Grantee with the cooperation of the Grantor, consisting of maps, photographs, and other documents. A copy of the Baseline Report, prepared by the Grantee, shall be kept on file with both parties and by this reference shall be made a part hereof. The Baseline Report (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the effective date of this Conservation Restriction, and (ii) is intended serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant other than the Baseline Report, should the Baseline Report be unavailable or if it does not adequately address the issues presented.

## II. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED USES

A. **Prohibited Activities and Uses:** Subject to the exceptions set forth herein, the Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

1. Constructing, placing or allowing to remain any temporary or permanent building, structure, facility or improvement, including but not limited to buildings, tennis courts, landing strips or pads, mobile homes, swimming pools, asphalt or concrete pavement, 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, docks, wharfs, or other temporary or permanent structures, facilities, or improvements of any kind on, above or under the Premises;
2. Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise making topographical changes to the area 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;
3. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings generated off-site, 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 vegetation;
5. Activities detrimental to wildlife habitat, drainage, flood control, water or soil conservation, water quality, scenic qualities, archaeological conservation or erosion control;
6. Use, parking, landing or storage of motorized vehicles of any nature or kind, including but not limited to cars, trucks, motorcycles, trail bikes, all-terrain vehicles, snowmobiles, aircraft, unmanned aerial vehicles, helicopters, or similar vehicles, on the Premises, except such as may be necessary for Grantee's or Grantor's monitoring purpose, and for public safety (i.e., fire, police, ambulance) in carrying out their lawful duties or as necessary for the mobility impaired;

7. Subdivision or conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted subject to the provisions herein);
8. The use of the Premises for (a) transferring development rights to this or any other property, whether or not the receiving land is adjacent to the Premises; or (b) calculating permissible lot yield of this or any other property, or (c) satisfying building or development requirements on this or any other parcel;
9. Any industrial, institutional, residential, or commercial use;
10. The disruption, removal, or destruction of historic stone walls or granite posts and bounds;
11. Any acts or uses which are inconsistent with the purposes of this Conservation Restriction, or which would impair the conservation values, unless such use or activity is necessary in an emergency in the opinion of the Grantees and at the Grantees' sole discretion for the protection of the conservation values that are the subject of this Conservation Restriction.

**B. Reserved Rights and Exceptions to Prohibited Acts and Uses.** The Grantor reserves the right to conduct or permit the following acts and uses on the Premises provided that such acts and uses do not materially impair the purposes and conservation values of this Conservation Restriction:

1. Vegetation Management. In accordance with generally accepted best management practices, selective pruning and cutting to prevent, control or remove hazards, disease, insect damage or fire, to remove woody regeneration, and to preserve the then-existing conditions of the Premises, including fields, wood roads and foot paths, including the right to plant and maintain non-invasive shade, boundary, and windbreak trees and shrubs and other non-invasive vegetation;
2. Forestry and Cutting. Conducting or permitting others to conduct sound silvicultural uses of the Premises, including the right to commercially harvest forest products (as such term may be defined from time to time in General Laws, Ch. 61, Sec. 1, or successor law) and the establishment of new woods roads in accordance with the Massachusetts Forestry Best Management Practices Manual (Catanzaro, Fish & Kittredge, 2013) and subsequent versions as may be approved by the MA Dept. of Conservation and Recreation Forestry Bureau, and in compliance with the Massachusetts Forest Cutting Practices Act (General Laws, Ch. 132, or its successor) and carried out pursuant to a Forest Stewardship Plan.

Before any harvest of forest products occurs on the Premises, Grantor shall submit a Forest Stewardship Plan to the Grantee, the Massachusetts Department of Conservation and Recreation (or appropriate successor agency) and to any other required state agencies for their approval. The Stewardship Plan shall be prepared by a forester licensed through the Massachusetts Department of Conservation and Recreation in conformance with the "Directions for the Preparation of the Chapter 61 Forest Management Plans and Forest Stewardship Plans" and such statutes, regulations and directions in effect at the time of the approval of said Stewardship Plan. The Stewardship Plan shall include provisions designed to minimize soil erosion, conserve surface and groundwater quality, scenic views, wildlife habitat, and to protect the conservation values of this Conservation Restriction.

The Stewardship Plan shall be effective for a ten (10) year period and shall be resubmitted once every ten (10) years as necessary if additional timber harvests occur. All cutting plans and designated access routes shall avoid any stone structures or historical and cultural resources and shall be reasonably required to prevent any damage thereto. All cutting operations shall be supervised by a licensed forester.

3. Invasive Species Management. The removal of invasive species of flora or fauna, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality. For the purposes of this Conservation Restriction, the terms "invasive" species shall be defined as a species that is non-native or alien to the ecosystem under consideration, or which is likely to cause economic or environmental harm (including crowding out native species) or harm to human health;
4. Wildlife Habitat Management and Improvement. Measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species including selective planting of native trees, shrubs and plant species. Hunting is allowed only for the specified purpose of wildlife habitat management or improvement purposes as authorized by the Conservation Commission and allowed by the Board of Selectmen;
5. Composting. The stockpiling and / or composting of stumps, trees, brush, limbs, and similar biodegradable materials originating on the Premises, provided that such stockpiling and composting is in locations where the presence of such activities will not impair the conservation values (including scenic values) of this Conservation Restriction. No such activities will take place closer than one hundred (100) feet from any wetland, waterbody or stream;
6. Utilities. The installation of new, or replacement of existing, power and water lines as necessary to service recreational improvements and the area shown on the Plan as the "Camp Area", as those terms are defined below;
7. Passive Recreation. Hiking, horseback riding, cross-country skiing, picnicking, tent-camping, snowshoeing, bicycling, wildlife observation and nature study and other passive, non-motorized, and noncommercial outdoor recreational and educational activities consistent with the purposes of this Conservation Restriction. Such uses are allowed provided that they do not materially alter the landscape or degrade environmental quality;
8. Recreational Improvements. The use, maintenance, and replacement of the existing baseball field in substantially its current location, as well as the associated pit toilet, hand-washing station, water lines and spigots, as documented in the Baseline Report; pit toilet and other water facilities may be relocated as necessary following prior notice to Grantee.
9. Trails. The maintenance of currently existing trails located on the Premises, as documented in the Baseline Report, substantially in their present condition, and, with prior written permission of Grantee, the relocation of existing trails or the construction of new trails, including clearing, grading, construction, marking and maintenance (including, if necessary, the construction of retaining walls, planking and bridges, or barriers to prevent motorized access), provided that the new trails do not have a negative

effect on the conservation values and purposes of this Conservation Restriction and do not exceed a width of ten (10) feet. Trails may be constructed of dirt, stone dust, gravel or other natural and pervious material; in no case may they be paved;

10. Woods Roads. The maintenance and replacement of the existing woods roads, in substantially their present width and location as shown in the Baseline Report, however under no circumstances shall said roads be surfaced with impervious material;
11. Signage. The erection, maintenance and replacement of a minimal number of signs with respect to (a) the location of boundary lines and trails, (b) permitted and prohibited uses, including hunting and recreation, and other regulations, and (c) interpretive, informational or other similar signs designed to enhance public use;
12. Archeological Activities. The conduct of archaeological activities, including, without limitation survey, 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 Historical Commission or appropriate successor official;
13. Camp Area. Grantor and Grantee acknowledge that the area designated "Camp Area" in Exhibit A has historically been and continues to be used as a recreational camp, and it is the intention of the Grantor to continue this use of the Premises. Currently, the Camp Area (approximately 20 acres) is leased to the YMCA of the North Shore for use as a day camp. Solely within the Camp Area, the following additional uses shall be permitted:
  - a. *Maintaining Existing Infrastructure and Improvements*. The use, maintenance, repair and replacement of the existing camp infrastructure elements, including, but not limited to, septic systems, electrical distribution systems, water lines, roads, driveways, parking areas, lodges, utility sheds, changing house, maintenance and support structures, swimming pool, office buildings, ropes course, tent platforms, pavilions, other recreational structures, etc., all as shown in the Baseline Report; any replacement or relocation of existing infrastructure and improvements shall be with prior written notice to the Grantee;
  - b. *Existing Single-Family Caretaker Residence*. The occupation, use, maintenance, repair and replacement, in substantially its same footprint and total interior square footage, of the existing single family residence for use by the Grantor or its lessee for the purposes of housing caretakers for the Premises;
  - c. *New Permanent Infrastructure and Improvements*. With prior permission of the Grantee, new structures may be permitted for allowed uses provided no single structure shall have a footprint greater than 200 (two-hundred) square feet nor be greater than a single story in height, and the external design of any said structure shall be architecturally consistent with existing structures.
  - d. *Recreational Improvements*. With prior written permission of the Grantee, the construction and maintenance of additional recreational improvements provided said improvements can be constructed or removed without any significant disturbance of the soil and do not require a permanent foundation, such as playgrounds, climbing walls, swing sets, ropes courses, and the like;
  - e. *Handicap Accessible Improvements*. The installation, construction, use, maintenance, repair, and replacement of handicap ramps, parking areas, and

such other improvements as may be required for disabled access to camp buildings and other facilities.

14. Site Restoration. Any work undertaken in conjunction with the Reserved Rights described in this Paragraph B shall seek to minimize disturbance to the Conservation Values and other natural features within the Premises that may be impacted as a result of exercising of any of the Reserved Rights described herein. Upon completion of any site work performed in conjunction with the Reserved Rights described in this Paragraph B, any disturbed areas shall be restored substantially to the conditions with respect to soil material, grade, and vegetated ground cover as documented in the Baseline Report, as applicable, or in conformance with the conditions with respect to soil material, grade, and vegetated ground cover that existed prior to said work, if said work is done in any area not documented in the Baseline Report;
15. Best Management Practices. Prior to exercising any right reserved under this Paragraph B that may result in more than *de minimis* surface alterations, Grantor shall consult, if available, established, up to date, and regionally-applicable Best Management Practices or similar standards developed by a governmental agency such as the Massachusetts Department of Conservation and Recreation (DCR), or other governmental or non-governmental entity with known expertise in the area of practice and designed to protect the natural features potentially affected by the action(s);
16. Other Activities. Such other non-prohibited activities or uses of the Premises may be permitted with the prior approval of the Grantee provided that the Grantee has made a finding, such finding to be documented in writing and kept on file at the office of the Grantee, that such activities are consistent with the Reserved Rights, do not impair the conservation values and purposes of this Conservation Restriction, and, where feasible, result in a net gain in conservation value of the Premises.

C. **Permits.** The exercise of any right reserved by the Grantor under Paragraph B of Section II shall be in compliance with the following: (a) then-current building, zoning, planning, and conservation regulations, bylaws or ordinances applicable to the Premises, (b) any special permits or variances pertaining to the Premises, (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 or the Commonwealth of Massachusetts takes any position on whether such permit should be issued.

D. **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 pursuant to II(B)16 above are prohibited.

E. **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, by a method requiring proof of receipt, in writing not less than sixty (60) 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 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 sixty (60) 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 impair the conservation values of the Premises or would be inconsistent with the conservation values and purposes of this Conservation Restriction. Subject to any applicable law or regulation, failure of Grantee to respond in writing within 60 days shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after 60 days in the notice, the requested activity is not prohibited herein, and the activity will not impair the conservation values or purposes of this Conservation Restriction.

### III. LEGAL RIGHTS AND REMEDIES OF THE GRANTEE

A. **Legal and Injunctive Relief.** The rights hereby granted shall include the Grantee's 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 their condition prior to the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction. Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Conservation Restriction.

B. **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 not to exceed the hourly litigation rate of the Grantor's counsel) 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.

C. **Boundary Disputes.** In the event of a dispute over the location of the boundaries of the Conservation Restriction, Grantor shall be responsible for hiring a licensed surveyor to perform a survey of the disputed boundary and install permanent boundary markers.

D. **Non-Waiver.** Enforcement of the terms of this Conservation Restriction shall be at the discretion of the Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

E. **Disclaimer of Liability.** By its acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

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 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 the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such

causes. In the event of such an occurrence, Grantor and Grantee will cooperate in the restoration of the Premises, if desirable and feasible.

G. **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, including violations by non-parties.

#### IV. ACCESS

A. **Access by the Grantee.** The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with, to make a determination whether to approve an activity pursuant to Section II (E), or to enforce this Conservation Restriction. The Grantor also grants to the Grantee, after notice of a violation and failure of the Grantor to cure said violation, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines. The Grantee shall have the right, but not the obligation, at its sole expense, to perform any other acts to preserve, conserve or promote the natural habitat of wildlife, fish or plants located on the Premises, provided that any such act by the Grantee is consistent with and does not impair the Conservation Values of this Conservation Restriction. The Grantee shall have the right to erect and from time to time replace, at appropriate locations near the boundaries of the Premises, suitable signs identifying the Grantee as the holder of this Conservation Restriction.

B. **Access by the Public.** The Grantor recognizes that the Premises are presently used by the general public to pass and re-pass by foot, horseback, snowshoe and cross country ski for purposes of quiet outdoor passive recreational and educational activities. The Grantor shall permit the continuance of such activities provided: (1) that all such activities shall be confined to the limits of established trails unless Grantor permits otherwise (such as by permitting camping in designated areas); (2) that no motor vehicles of any kind shall be permitted; (3) that no dumping, waste disposal, or littering of any kind be allowed; and (4) that no activity of a commercial nature be allowed unless specifically permitted in this Conservation Restriction. To the extent permitted by law, the Grantor and the Grantee hereby expressly disclaim any duty to maintain the Premises or warn persons who may enter upon the same. Pursuant to M.G.L. Chapter 21, Section 17C, neither the Grantor nor the Grantee is liable to any member of the public for injuries to person or property sustained by such person while on the Premises in the absence of willful, wanton, or reckless conduct.

#### V. EXTINGUISHMENT

A. **Termination only by Judicial Proceeding and Grantee's Right to Recover Proportional Value.** If circumstances arise in the future such as render the purpose 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 under applicable law, and after review and approval by the Commonwealth of Massachusetts Secretary of the Executive Office of Energy and Environmental Affairs. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then the Grantee, on a subsequent sale, exchange or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph B below, subject however, to any applicable law which expressly provides for a different disposition of proceeds, and after complying with the terms of any gift, grant, or funding requirements. Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth herein.

B. **Proceeds; The Grantee's Receipt of Property and Development Rights.** The Grantor and the Grantee agree that the grant of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction, determined at the time of the gift, bears to the value of the unrestricted Premises at that time and represents all land development rights associated with the Premises, except as such rights may have been specifically retained pursuant to this Conservation Restriction. Such proportionate value of the Grantee's property right shall remain constant. Any proceeds will be distributed only after complying with the terms of any gift, grant, or other funding requirements, including the Community Preservation Act.

C. **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 if all or any part of this Conservation Restriction is otherwise extinguished by act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and the Grantee in accordance with Paragraph B above after complying with the terms of any law, gift, grant, or funding requirements. If less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds like a continuing trust in a manner consistent with the conservation purposes of this Conservation Restriction.

## VI. ASSIGNABILITY

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

B. **Execution of Instruments.** The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; 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.

C. **Assignability; Running of the Benefit.** The benefits of this Conservation Restriction shall run to the Grantee, shall be deemed to be in gross and shall not be assignable by the Grantee, except the Grantee and its successors and assigns shall have the right to assign this Conservation Restriction 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 grantee 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, that the Assignee is not an owner of the fee in the Property, and that the Assignee is required to hold this Conservation Restriction and enforce its terms for conservation purposes and ensure that the purposes of this Conservation Restriction continue to be carried out. Any assignment will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable, and must secure the prior written approval of the Grantor at least 60 days prior to the proposed assignment.

## VII. 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 which grants any interest in all or a portion of the Premises, including without limitation, any leasehold interest or option. Failure to do so shall not impair this Conservation Restriction or its enforceability in any manner.

B. **Required Notifications of Transfers.** The Grantor shall notify the Grantee in writing at least sixty (60) days before conveying the Premises, or any part thereof or interest therein (including a leasehold interest or option). The Grantee shall notify the Grantor in writing at least sixty (60) 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.

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 Premises shall terminate upon transfer of that party's interest in the Premises, except that 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. Any new owner may be held responsible for pre-existing violations.

#### VIII. ESTOPPEL CERTIFICATES

Upon receipt of a written request by the Grantor, the Grantee shall within sixty (60) days thereafter, execute and deliver to the Grantor, or any person designated by Grantor, any document, including an estoppel certificate, that certifies, to the best of Grantee's knowledge, Grantor's compliance with any obligation of the Grantor contained in this Conservation Restriction, and which otherwise evidences the status of this Restriction.

#### IX. NON-MERGER

The parties intend that any future acquisition of the Premises by the Grantee shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without the Grantee first having assigned this Conservation Restriction to a non-fee owner that is qualified under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts in order to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

#### X. AMENDMENT

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the General laws of Massachusetts. Any amendments to this Conservation Restriction shall only occur in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not affect its

perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs and if applicable, shall comply with the provisions of Art. 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Essex County Registry of Deeds.

#### XI. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative Approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and it has been recorded in a timely manner in the appropriate Essex Registry of Deeds.

#### XII. 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 either served personally or sent by first class mail, postage prepaid, return receipt requested, certified mail, return receipt requested, or delivered by a nationally recognized overnight delivery service such as Federal Express or United Parcel Service, and addressed as follows or to such other address as any of the below parties shall designate from time to time by written notice to the other or that is reasonably ascertainable by the parties:

If to Grantor:

Town of Rowley  
ATTN: Conservation Agent  
Town Hall Annex  
39 Central Street / P.O. Box 24  
Rowley, MA 01969  
Phone: 978-948-2330

With a copy to:

ATTN: Town Administrator  
Town Hall  
139 Main Street / P. O. Box 275  
Rowley, MA 01969  
Phone: 978-948-2705

If to Grantee:

Essex County Greenbelt Association, Inc.  
ATTN: Director of Stewardship  
82 Eastern Ave.  
Essex, MA 01929  
Phone: 978-768-7241

#### XIII. GENERAL PROVISIONS

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

B. **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect 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 favored over any interpretation that would render it invalid.

C. **Severability.** If any provision or condition of this Conservation Restriction or the application thereof to any person or circumstance shall be declared invalid, the remainder of the provisions of this Conservation Restriction shall not be affected thereby.

#### XIV. AFFIRMATIVE COVENANTS OF THE GRANTOR

**Adverse Possession.** The Grantor represents and warrants that to the best of his knowledge no person has occupied or used the Premises without the Grantor's permission or has openly claimed ownership of the Premises as against the Grantor or the Grantor's predecessors in title or has conducted continuous activities or uses on the Premises (such as, but not limited to, logging, camping or similar uses). The Grantor agrees that if any such activity is observed now or in the future, the Grantor shall immediately notify the Grantee and shall cooperate with the Grantee to notify such persons of their wrongful entry onto the Premises.

#### XV. MISCELLANEOUS

A. **Pre-existing Public Rights.** 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.

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, 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, and that it is an eligible donee of a conservation restriction as set forth in Chapter 184, Section 32 of the General Laws of Massachusetts, as amended.

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

D. **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 relating to this Conservation Restriction, all of which are merged herein.

E. **Signatures and Exhibits.** Included hereto and incorporated herein are the following:

1. Signature pages:

Grantor: Town of Rowley

Grantee: Essex County Greenbelt Association, Inc.

Approval by Town of Rowley Conservation Commission

Approval by Mass. Secretary of Energy and Environmental Affairs

2. Exhibits

Exhibit A: Sketch Plan of Conservation Restriction  
Exhibit B: Certified Copies of Town Meeting Votes

APPROVAL BY TOWN OF ROWLEY BOARD OF SELECTMEN

We, the undersigned members of the Board of Selectmen of the Town of Rowley, Massachusetts, hereby certify that at a meeting held on January 28, 201~~8~~<sup>9</sup>, the Board of Selectmen voted to approve the grant of this foregoing Conservation Restriction from the Town of Rowley acting by and through its Board of Selectmen and Conservation Commission to the Essex County Greenbelt Association, Inc., pursuant to Massachusetts General Laws, Chapter 44B and Chapter 184, Section 32, as being in the public interest, and agree to be bound by its terms, and hereby grant the foregoing Conservation Restriction.

BOARD OF SELECTMEN OF THE TOWN OF ROWLEY:

Clifford Pierce  
Clifford Pierce, Chairman

Joseph Perry  
Joseph Perry, Vice Chairman

G. Robert Merry  
David Petersen  
David Petersen

Robert Snow, Clerk

COMMONWEALTH OF MASSACHUSETTS

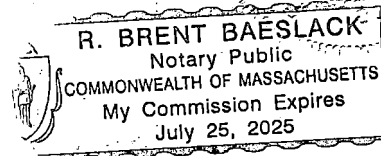
Essex, ss.

On this 28 day of January, 201~~8~~<sup>9</sup>, before me, the undersigned notary public, personally appeared Clifford Pierce, proved to me through satisfactory evidence of identification, which was ☒ my personal knowledge of the principal's identity ☐ a Massachusetts driver's license, to be the person whose name is signed on the preceding document, and acknowledged to me that s/he signed it voluntarily for its stated purpose.

R. Brent Baeslack

Notary Public

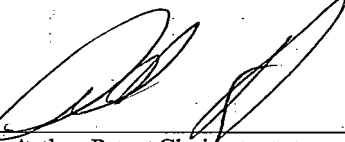
My Commission Expires: July 25, 2025





APPROVAL BY TOWN OF ROWLEY CONSERVATION COMMISSION

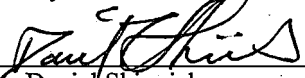
We, the undersigned, being a majority of the Conservation Commission of the Town of Rowley, Massachusetts, hereby certify that at a public meeting duly held on Jan. 22, ~~2018~~ <sup>2019</sup>, the Conservation Commission voted to approve and grant the foregoing Conservation Restriction to the Essex County Greenbelt Association, Inc., pursuant to M.G.L. Chapter 44B Section 12, Chapter 40 Section 8C, and Chapter 184 Section 32, as being in the public interest, and agree to be bound by its terms, and hereby grant the foregoing Conservation Restriction.

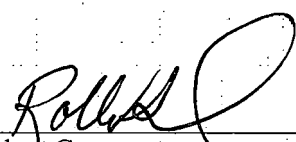
CONSERVATION COMMISSION OF THE TOWN OF ROWLEY:

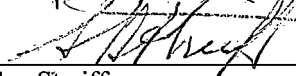
  
Arthur Page, Chairman

  
Curt Turner, Vice Chair

  
Judy Kehs

  
Daniel Shinnick

  
Robert Garner

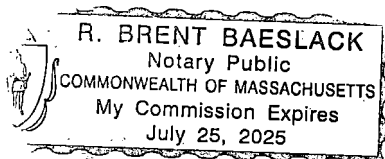
  
San Streiff

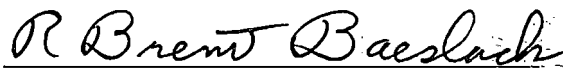
Howard Vogel

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 22 day of Jan., <sup>1988</sup> ~~2018~~, before me, the undersigned notary public, personally appeared Arthur Page and above, proved to me through satisfactory evidence of identification, which was ☒ my personal knowledge of the principal's identity ☐ a Massachusetts driver's license, to be the person whose name is signed on the preceding document, and acknowledged to me that s/he signed it voluntarily for its stated purpose.



  
Notary Public  
My Commission Expires: July 25, 2025



### ACCEPTANCE OF GRANT

Essex County Greenbelt Association, Inc. hereby accepts the foregoing Conservation Restriction from the Town of Rowley, acting by and through its Board of Selectmen and its Conservation Commission, and agrees to be bound by its terms.

Essex County Greenbelt Association, Inc.

By: 

Name: Katherine Bowditch

Title: President

Hereunto duly authorized

By: 

Name: Kent Wosepka

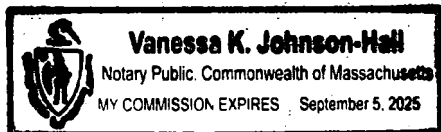
Title: Assistant Treasurer

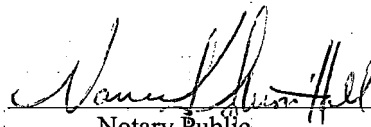
Hereunto duly authorized

### COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 3<sup>rd</sup> day of January, 2018, before me, the undersigned notary public, personally appeared Katherine Bowditch, proved to me through satisfactory evidence of identification, which was ☒ my personal knowledge of the principal's identity ☐ a Massachusetts driver's license, to be the person whose name is signed on the preceding document, and acknowledged to me that s/he signed it voluntarily for its stated purpose.



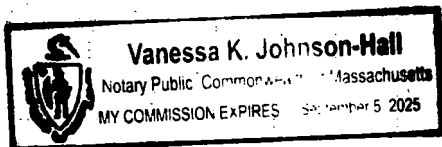


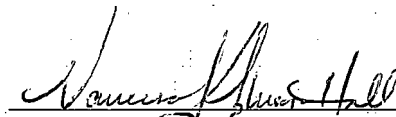
Notary Public

My Commission Expires: 1/5/2025

Essex, ss.

On this 7<sup>th</sup> day of January, 2018, before me, the undersigned notary public, personally appeared Kent Wosepka, proved to me through satisfactory evidence of identification, which was ☒ my personal knowledge of the principal's identity ☐ a Massachusetts driver's license, to be the person whose name is signed on the preceding document, and acknowledged to me that s/he signed it voluntarily for its stated purpose.





Notary Public

My Commission Expires: 1/5/2025

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

The undersigned, Secretary of Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from the Town of Rowley acting by and through its Board of Selectmen and its Conservation Commission to the Essex County Greenbelt Association, Inc., has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

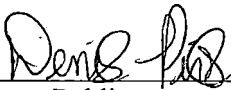
Dated: 2/4, 2019

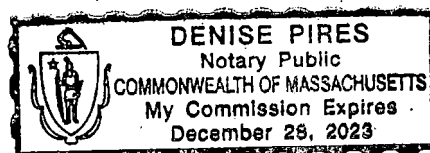
  
\_\_\_\_\_  
MATTHEW A. BEATON  
Secretary of Energy and Environmental Affairs

**COMMONWEALTH OF MASSACHUSETTS**

SUFFOLK, ss:

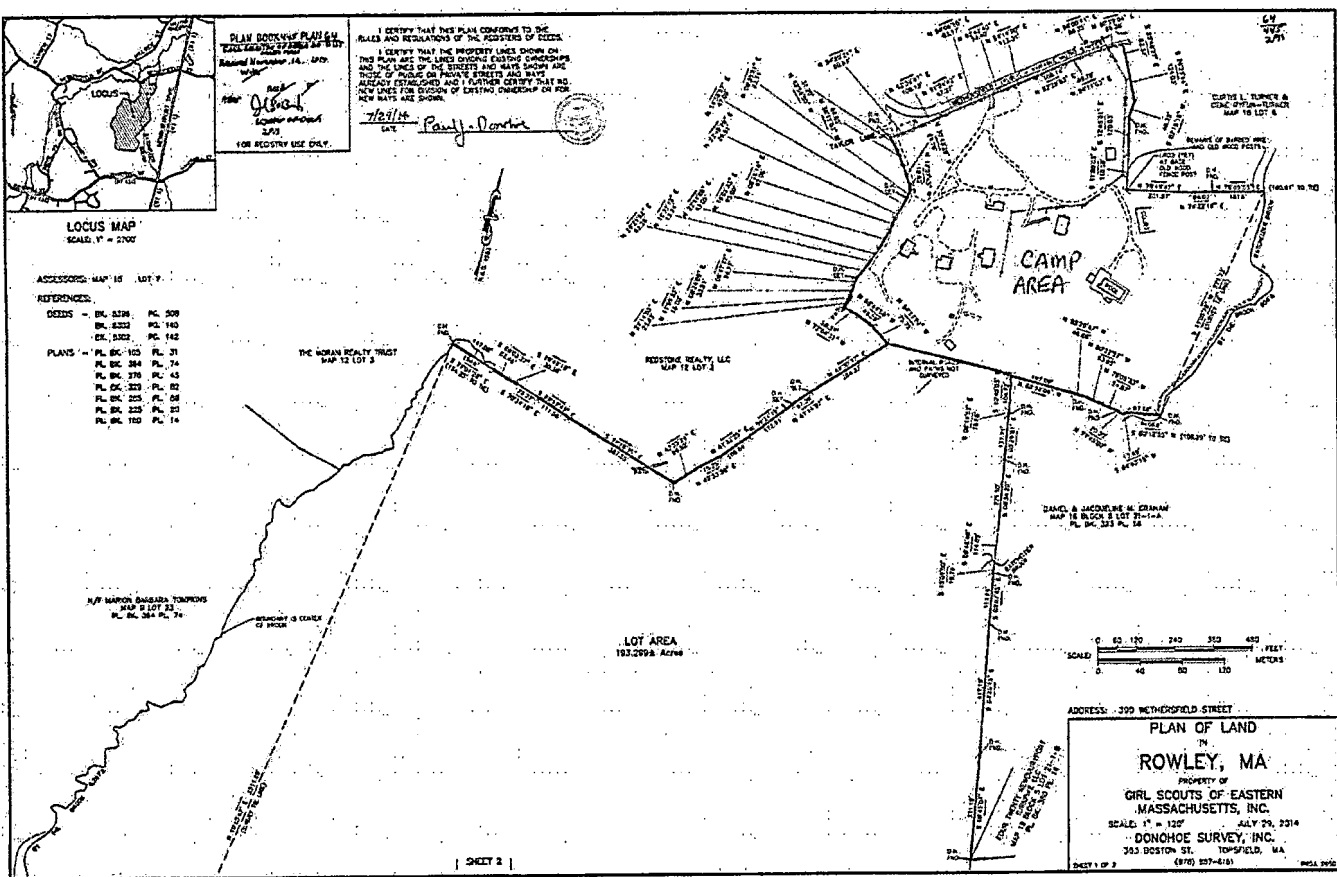
On this day of February 4, 2019, before me, the undersigned notary public, personally appeared MATTHEW A. BEATON, and proved to me through satisfactory evidence of identification which was MA Drivers License to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

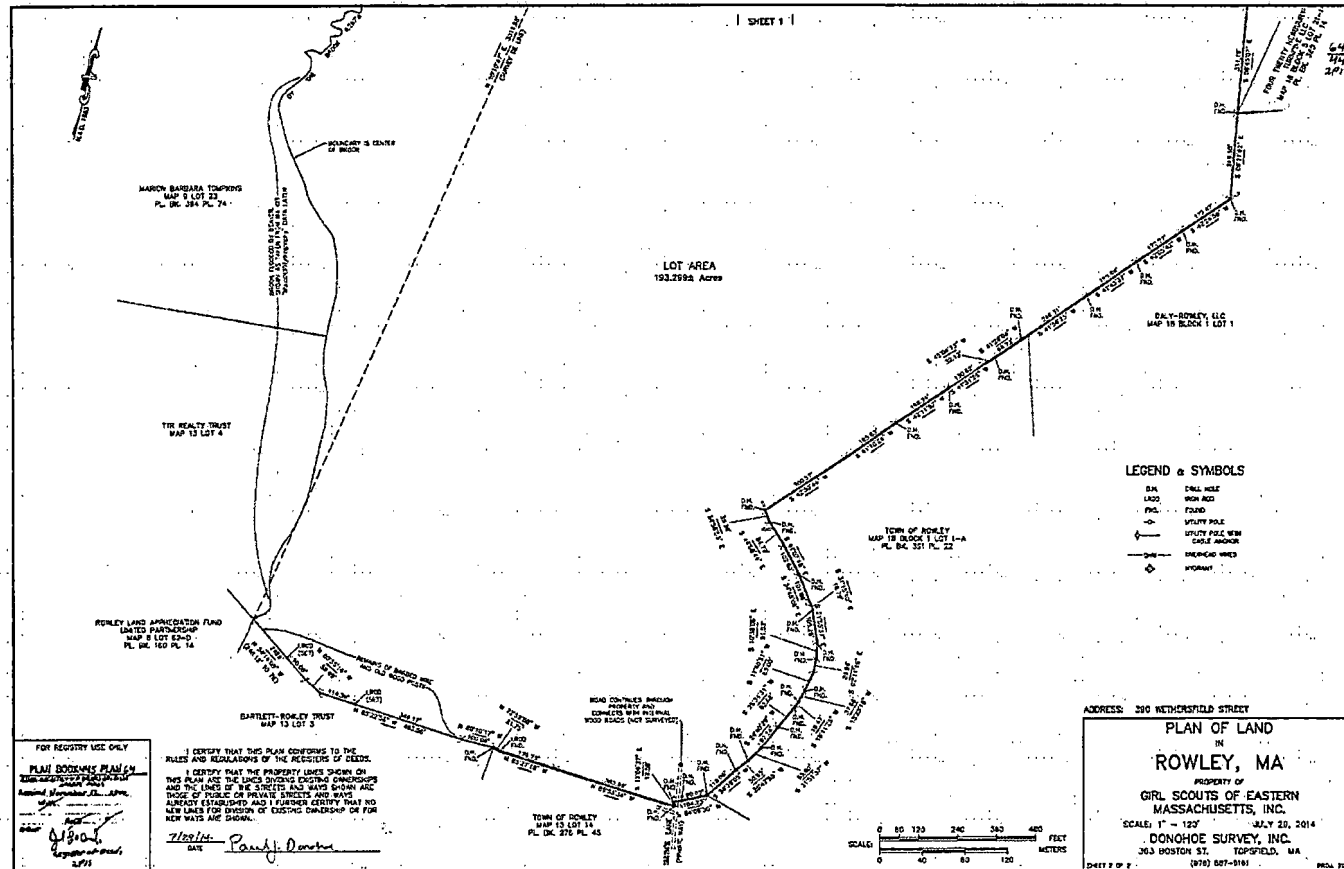
  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 12/28/23



# EXHIBIT A: Sketch Plan of Premises

See Essex South District Registry of Deeds Plan Book 445 Plan No. 64 for official recorded Plan  
The Camp Area designation was sketched on the copy of the Plan by Essex County Greenbelt  
Association, Inc. staff





**EXHIBIT B: Certified Copies of Town Meeting Votes**



**Town of Rowley**  
Massachusetts 01969

SUSAN G. HAZEN, TOWN CLERK  
139 Main Street • PO Box 351  
Rowley, MA 01969

TEL (978) 948-2081  
FAX (978) 948-2162  
townclerk@townofrowley.org

Town of Rowley  
May 5, 2014 Special Town Meeting

**ARTICLE 14:** Move the Board of Selectmen, with the approval of the Community Preservation Committee, are authorized to purchase a parcel of land known as the Girl Scouts Camp, described as a portion of Assessors' Map 18, Lot 7, consisting of approximately 206.94 acres as shown on Assessors Records, more or less, under the Community Preservation Act (MGL 44B) for one or more of the following uses, so long as the areas designated for separate purposes shall be clearly identified and delineated:

- a. Acquisition, creation, and preservation of open space,
- b. Acquisition, creation and preservation of land for recreational and outdoor/environmental education;
- c. Rehabilitation or restoration of such open space, land for recreational use.

That the Town appropriates Two Million Five Hundred Thousand Dollars (\$2,500,000) to pay costs of this acquisition, including the payment of all costs incidental and related thereto, and that to meet this appropriation, One Million Seven Hundred Thousand Dollars (\$1,700,000) is appropriated from available amounts in the Community Preservation Fund, and the Treasurer, with the approval of the Selectmen, is authorized to borrow Eight Hundred Thousand Dollars (\$800,000) under and pursuant to Chapter 44, Section 7 (3) and Chapter 44B of the General Laws, or pursuant to any other enabling authority, and to issue bonds notes of the Town therefor and that the Board of Selectmen be authorized to file on behalf of the Town of Rowley any and all application for funds in any way connected with the scope of this acquisition; further to authorize the Board of Selectmen to enter into a lease agreement for a position of the property for recreational purposes; convey all or part of the land to the care, custody and control of the Conservation Commission, and/or the Board of Selectmen, and/or convey easements and conservation restrictions, the proceeds of any conveyance to be used to reimburse the Town for the costs of the acquisition, Conservation Commission, and/or the Board of Selectmen, and/or convey easements and conservation restrictions, the proceeds of any conveyances to be used to reimburse the Town for the costs of this acquisition.

Inserted by the Board of Selectmen and Community Preservation Committee

**Finance Committee Recommends**

*Explanatory Note: This parcel is identified on the Town's Open Space Plan as a significant property to preserve. This land runs from Wethersfield Street south to the back section of Eiras Park on Haverhill Street. By using Community Preservation Funds to purchase this land, the Town has the unique ability to use this land for recreation (both active and passive). The Board of Selectmen plans to issue a request for proposals to lease the camp portion of the land for the operation of a variety of community-based programs, such as summer camps, sports clinics, and other recreational programs. Passage requires two-thirds vote.*

Power point presentation by Brent Haeslack, Conservation Agent

Motion by Bob Merrill, Second by Bob Snow, passed voice unanimous at 8:35 pm



*Certification: I, Susan G. Hazen, duly elected and qualified Town Clerk for the Town of Rowley do hereby certify that the statements contained above with regard to Article 14 of the Town of Rowley May 5, 2014 Special Town Meeting are true and accurate according to documents maintained by this office.*

*Susan G. Hazen*  
Susan G. Hazen, Town Clerk  
Town of Rowley  
May 19, 2014



## Town of Rowley

Massachusetts 01969

SUSAN G. HAZEN, TOWN CLERK  
139 Main Street • PO Box 351  
Rowley, MA 01969

TEL. (978) 948-2081  
FAX (978) 948-2162  
townclerk@townofrowley.org

### Town of Rowley Special Town Meeting October 27, 2014

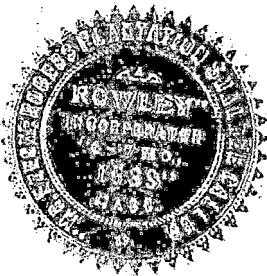
ARTICLE 19: Move the Town vote, pursuant to Mass. General Laws Chapter 44B, to transfer and appropriate from the Community Preservation Unreserved Account the amount of \$15,000 to be used by the Conservation Commission for costs associated with the granting of a Perpetual Conservation Restriction by the Town of Rowley, to be held by Essex County Greenbelt Association, Inc., covering all or a portion of the approximately 193.299 +/- acres of land known as the Girl Scout Camp Conservation and Open Space Area at 390 Wethersfield Street as shown on Assessors Map 18 Lot 7.

Inserted by the Board of Selectmen, Conservation Commission and Community Preservation Committee  
**Finance Committee Recommends**

*Explanatory Note: The Community Preservation Committee has approved this article. This article funds an endowment to the Essex County Greenbelt Association Inc. to hold a conservation restriction on this parcel, a requirement for using Community Preservation Act funds to purchase this property. Essex County Greenbelt will use these funds to create a baseline documentation report, provide long term annual monitoring, and future defense of conservation restriction violations (if any) in consultation with the Town.*

*Motion by Joseph Perry, seconded by G. Robert Merry, passed voice unanimous at 8:33pm*

*Certification: I, Susan G. Hazen, duly elected and qualified Town Clerk for the Town of Rowley do hereby certify that the statements contained above regarding Article 19 of the Town of Rowley October 27, 2014 Special Town Meeting are true and accurate according to documents maintained by this office.*



Susan G. Hazen, Town Clerk  
Town of Rowley  
February 4, 2016