

**GRANTOR:** Evergreen Realty Trust, Richard Q. King Trust, Eva L. King Trust  
**GRANTEE:** Essex County Greenbelt Assoc., Inc.  
**ADDRESS OF PREMISES:** 44 Belvedere Road and 217 Washington Street, Boxford  
**FOR GRANTOR'S TITLE SEE:** Essex County Registry of Deeds at Book 28043, Page 499 and Book 28043, Page 511

### **CONSERVATION RESTRICTION**

Richard Q. King, as sole trustee of Evergreen Realty Trust u/d/t dated September 14, 2008, recorded in the Southern Essex District Registry of Deeds in Book 28043 at Page 494, and not individually, sole owner of a portion of the Premises known as 217 Washington Street, Boxford, MA, for its successors and assigns; and Richard Q. King, as sole trustee of the Richard Q. King Trust u/d/t dated August 27, 2008, as evidenced by a Trust Certificate dated September 14, 2008, and recorded in said registry in Book 28043 at Page 507, and not individually, and Richard Q. King, as sole trustee of the Eva L. King Trust u/d/t dated August 27, 2008, as evidenced by a Trust Certificate dated September 14, 2008, and recorded in said registry in Book 28043 at Page 509, and not individually, constituting all of the owners of a portion of the Premises known as 44 Belvedere Road, Boxford, MA, for their successors and assigns; all of said trusts constituting all of the owners of the Premises (jointly and severally, and together with any and all additional and/or successors trustees of said trusts, "Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grant, with QUITCLAIM COVENANTS, to Essex County Greenbelt Association, Inc., a Massachusetts not for profit corporation having its principal office at 82 Eastern Ave., Essex, Massachusetts 01929, its permitted successors and assigns ("Grantee"), for fifty-thousand dollars (\$50,000.00), IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on land located in the Town of Boxford containing a +/- 23.1-acre portion of two parcels that together comprise 24.7-acres ("Premises"), which Premises is more particularly described in Exhibit A and shown in the attached reduced copy of a survey plan in Exhibit B, both of which are incorporated herein and attached hereto.

## I. PURPOSES

This Conservation Restriction is defined in and authorized by Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purposes of this Conservation Restriction (“Purposes”) are to ensure that the Premises will be maintained in perpetuity in its natural, scenic, agricultural or open condition, and to prevent any use or change that would materially impair the Conservation Values (as defined below).

**The Conservation Values protected by this Conservation Restriction include the following:**

- A. Open Space.** The Premises contributes to the protection of the scenic and natural character of the Town of Boxford, and its protection will enhance the open-space value of adjacent conserved lands, including land permanently preserved by BTA/BOLT, Inc., Essex County Greenbelt Association, Inc., and the Town of Boxford.
- B. Floodplain.** Approximately 17 acres of the Premises lies within the 100-year floodplain of an unnamed brook that forms part of the headwaters of the Parker River. The protection of this floodplain will ensure the continued availability of this flood storage during major storm events.
- C. Soils and Soil Health.** The Premises includes approximately 4.5 acres of soils mapped as Prime Farmland Soils and 0.8 acres of soils mapped as Farmland of Statewide Importance, as identified by the USDA Natural Resources Conservation Service. The protection of the Premises will promote healthy soils and healthy soils practices as such terms are defined in Chapter 358 of the Acts of 2020, which added definitions of these terms to Section 7A of Chapter 128 of the Massachusetts General Laws.
- D. Wildlife Habitat and Biodiversity.** The Premises is entirely within an area designated by the MA Division of Fisheries and Wildlife acting by and through its Natural Heritage and Endangered Species Program (NHESP) as “Priority Habitats of Rare and Endangered Species,” the protection of which aligns with NHESP’s wildlife and habitat protection objectives. The Premises is also entirely within areas designated as BioMap2 Core Habitat for Species of Conservation Concern, as defined by the Massachusetts Natural Heritage and Endangered Species Program. BioMap2, published in 2010, was designed to guide strategic biodiversity conservation in Massachusetts over the next decade by focusing land protection and stewardship on the areas that are most critical for ensuring the long-term persistence of rare and other native species and their habitats, exemplary natural communities, and a diversity of ecosystems. BioMap2 is also designed to include the habitats and species of conservation concern identified in the State Wildlife Action Plan.
- E. Habitat Connectivity.** The Premises is adjacent to permanently preserved land, thus expanding the corridor of protected habitat for flora and fauna.
- F. Wetlands and Water Quality.** The freshwater wetlands and marshland on the Premises provide valuable habitat for a diverse array of wildlife species as well as provide the many other public benefits of wetlands protection recognized by the Commonwealth of

Massachusetts (Section 40 of Chapter 131 of the Massachusetts General Laws). Protection of these wetlands and their associated vegetation can help maintain water quality of waters on and off the Premises, including the Parker River.

- G. Working Farmland.** The protection of the Premises will ensure that the Premises will be permanently available for agriculture that is consistent with the Purposes.
- H. Climate Change Resiliency.** The Premises is identified as an area of Average or Median Resilience according to The Nature Conservancy's (TNC) Resilient Land Mapping Tool, including Connectivity and Climate Flow and Recognized Biodiversity Value. TNC's Resilient Land Mapping Tool was developed in order to map 'climate-resilient' sites that are 'more likely to sustain native plants, animals, and natural processes into the future.' The protection of these climate resilient sites is an important step in both reducing human and ecosystem vulnerability to climate change and adapting to changing conditions.
- I. Consistency with Clearly Delineated Federal, State, or Local Governmental Conservation Policy.** The conservation of the Premises furthers the following goals of Boxford's 2015 Open Space and Recreation Plan: Goal A: Preserve and protect groundwater resources, drinking water resources, ponds, streams, wetlands and wildlife habitat; Goal B: Preserve and protect the rural character of the town; and Goal C: Preserve, enhance and acquire lands for active and passive recreational needs.

## **II. PROHIBITED and PERMITTED ACTS AND USES**

### **A. Prohibited Acts and Uses**

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. Structures and Improvements. Constructing, placing, or allowing to remain any temporary or permanent structure including without limitation any building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, graveled area, roads, sign, fence, gate, billboard or other advertising, antenna, utilities or other structures, utility pole, tower, solar panel, solar array, conduit, line, septic or wastewater disposal system, storage tank, or dam;
2. Extractive Activities/Uses. Mining, excavating, dredging, withdrawing, or removing soil, loam, peat, gravel, sand, rock, surface water, ground water, or other mineral substance or natural deposit, or otherwise altering the topography of the Premises;
3. Disposal/Storage. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings, liquid or solid waste or other substance or material whatsoever;
4. Adverse Impacts to Vegetation. Cutting, removing, or destroying trees, shrubs, grasses or other vegetation;

5. Adverse Impacts to Water, Soil, and Other Features. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, natural habitat, archaeological conservation, or ecosystem function;
6. Introduction of Invasive Species. Planting or introducing any species identified as invasive by the Massachusetts Invasive Plant Advisory Group or identified as invasive in such recognized inventories as the Massachusetts Introduced Pests Outreach Project, the Northeast Aquatic Nuisance Species Panel, or other such inventories, and any successor list as mutually agreed to by Grantor and Grantee;
7. Motor Vehicles. Using, parking, or storing motorized vehicles, including motorcycles, mopeds, all-terrain vehicles, off-highway vehicles, motorboats or other motorized watercraft, snowmobiles, launching or landing aircraft, or any other motorized vehicles, acknowledging that vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) may have a legal right to enter the Premises;
8. Subdivision. Subdividing either or both of the two separate legal lots comprising the Premises or conveying a part or portion of any such lots (as compared to conveyance of the entirety of one or both such lots which shall be permitted), it being the Grantor's and Grantee's intention to maintain each legal lot under unified ownership;
9. Use of Premises for Developing Other Land. Using the Premises towards building or development requirements on this or any other parcel;
10. Adverse Impacts to Stone Walls, Boundary Markers. Disrupting, removing, or destroying stone walls, granite fence posts, or any other boundary markers;
11. Residential or Industrial Uses. Using the Premises for residential or industrial purposes;
12. Inconsistent Uses. Using the Premises for commercial purposes that are inconsistent with the Purposes or that would materially impair the Conservation Values, or for any other uses or activities that are inconsistent with the Purposes or that would materially impair the Conservation Values.

**B. Permitted Acts and Uses**

Notwithstanding the Prohibited Acts and Uses described in Paragraph II.A., the Grantor may conduct or permit the following acts and uses on the Premises, provided they do not materially impair the Purposes and/or Conservation Values. In conducting any Permitted Act and Use, Grantor shall minimize impacts to the Conservation Values to ensure any such impairment thereto is not material.

1. Vegetation Management. Maintaining vegetation, including pruning, trimming, cutting, and mowing, and removing brush, all to prevent, control, and manage hazards,

disease, insect or fire damage, and/or in order to maintain the condition of the Premises as documented in the Baseline Report (see Paragraph XIII);

2. Non-native, Nuisance, or Invasive species. Removing non-native, nuisance, or invasive species, interplanting native species, and controlling species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
3. Composting. Stockpiling and composting stumps, trees, brush, limbs, agricultural waste and similar biodegradable materials originating on the Premises and supplemental composting materials from off-site for use on the Premises, provided that:
  - a. Composting shall in no instance be the primary commercial operation of the Premises; composting for commercial sale shall only be an ancillary operation to the farm with its primary purpose to supplement soils on the Premises for cultivation; and
  - b. Storage of any manure shall be located a minimum of 100 (one-hundred) feet away from the edge of wetlands.
4. Natural Habitat and Ecosystem Improvement. With prior written approval of the Grantee, conducting measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, ecosystem function, or rare or endangered species including planting native trees, shrubs, and other vegetation;
5. Forest Management.
  - a. Permitted Activities. Conducting sound silvicultural uses of the Premises, including the right to harvest forest products (as such term may be defined from time to time in Section 1 of Chapter 61 of the Massachusetts General Laws, or successor law) or conduct other forest management activities, reestablish historic woods roads and establish new woods roads, and the use of motorized vehicles, all as necessary to conduct such activities (“Forestry Activities”), provided that any Forestry Activities are carried out pursuant to a Forest Stewardship Plan (as defined below). All Forestry Activities 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.
  - b. Requirement of a Forest Stewardship Plan. Before any Forestry Activities occur on the Premises, Grantor shall submit a Forest Stewardship Plan to the Grantee, the Boxford Conservation Commission, the Massachusetts Department of Conservation and Recreation (“DCR”) or appropriate successor agency, and to any other required state agencies for their approval. The Forest Stewardship Plan shall:
    - i. be prepared by a forester licensed through DCR and shall follow the “Directions for the Preparation of the Chapter 61 Forest Management Plans and Forest Stewardship Plans” (as such guidelines may be amended by DCR or its successor agency) and such statutes,

- regulations and directions in effect at the time of the approval of said Forest Stewardship Plan; and
- ii. include provisions designed to comply with the recommended activities and guidelines and required best management practices established in the Massachusetts Forestry Best Management Practices Manual (Catanzaro, Fish & Kittredge, University of Massachusetts, Amherst & DCR; 2013) and subsequent versions as may be approved by the Massachusetts Bureau of Forest Fire Control and Forestry (“Forestry BMPs”); and
  - iii. address how the Forest Stewardship Plan complies with this Paragraph II.B.5 and protects the Conservation Values of this Conservation Restriction; and
  - iv. be effective for a ten (10) year period and shall be resubmitted once every ten (10) years as necessary if additional Forestry Activities are desired.
- c. Harvesting For Personal Use. The sustainable cutting of trees predominantly for the Grantor’s personal use, not to exceed four (4) cords or equivalent volume per year, shall not require a Forest Stewardship Plan provided that any such cutting complies with the Forestry BMPs.
6. Agricultural Activities. Raising fruits, vegetables, berries, nuts, and other foods for human consumption, flowers, trees, nursery or greenhouse products, ornamental plants and shrubs, bees, fowl, sheep, goats, associated guard animals such as alpacas or llamas (collectively, “Animal Husbandry”), all for the purpose of selling such products in the regular course of business; or when primarily and directly used in raising forest products under a Forest Stewardship Plan designed to improve the quantity and quality of a continuous crop for the purpose of using, consuming, or selling these products in the regular course of business; or when primarily and directly used in a related manner which is incidental to those uses and represents a customary and necessary use in raising such products and preparing them for use, consumption, or market (collectively, “Agricultural Activities”); and
- a. Requirement to Follow Best Agricultural Practices. Agricultural Activities shall be conducted in a manner consistent with generally accepted best management practices for sustainable farming as those practices may be identified from time to time by appropriate governmental or educational institutions such as the USDA Natural Resources Conservation Service (NRCS), UMass Extension, Northeast Organic Farming Association (NOFA), Massachusetts Department of Agricultural Resources, and the like, (collectively, “Best Agricultural Practices”) and in a manner that promotes healthy soils and healthy soil practices, as such terms are defined in Chapter 358 of the Acts of 2020, which added definitions of these terms to Section 7A of Chapter 128 of the Massachusetts General Laws (“Healthy Soils and Practices”), and in a manner that does not hinder the ability of future generations to engage in Agricultural Activities on the Premises. Specifically,

Agricultural Activities shall minimize the use of artificial pesticides, herbicides, fungicides, and fertilizers;

- b. Requirement for a Farm Conservation Plan. Any change in use of the Premises from its current use as a tree farm and nursery shall require a farm conservation plan, such as an NRCS Conservation Plan (“Farm Conservation Plan”), prepared for the Premises, and approved in writing by the Grantee. The Farm Conservation Plan shall be developed in accordance with generally-accepted Best Agricultural Practices, and shall, at a minimum, address the following:
  - i. establish wetland buffers and/or filter strips to prevent adverse impacts to the water quality of existing wetlands and waterways;
  - ii. describe how Agricultural Activities will minimize the use of artificial pesticides, herbicides, fungicides, and fertilizers, maximize soil and water conservation, and promote Healthy Soils and Practices;
  - iii. In the event Animal Husbandry is proposed, establish and govern the type and number of each type of animal unit permitted on the Premises, analyze the pasturage potential of the Premises and establish and govern the cycling of pasturage, and any other measures necessary to ensure the carrying capacity of the Premises is not exceeded in order to protect water quality, prevent soil erosion, and otherwise protect the Conservation Values of the Premises.
- c. Temporary Agricultural Structures and Improvements. Constructing, using, maintaining, repairing, and/or replacing temporary structures and improvements directly related to or in support of Agricultural Activities, including, but not limited to, fencing, hoop houses (also known as “high tunnels”), and the like. For the purposes of this Conservation Restriction, the term “temporary” shall mean any improvement without a foundation that can be constructed or removed without significant disturbance of the soil. The cumulative footprint of temporary improvements with a roof (including but not limited to greenhouses, high tunnels, run-in shelters, and the like) shall not exceed a total of five-thousand (5,000) square feet outside of the Building Envelope (as that term is defined below);
- d. Farm Stand. In that area of the Premises labeled “Front Field” on the survey plan in Exhibit B, and with prior written approval of the Grantee, which approval shall be to determine compliance with this Conservation Restriction, the construction, maintenance, repair and replacement of one (1) commercial farm stand no greater than one story in height and with a total footprint no greater than four-hundred (400) square feet for the sale of farm products predominantly grown, produced, or raised on the Premises; the installation of utilities to service said farmstand; and the construction, maintenance and repair of parking for up to twelve (12) vehicles, provided that said parking shall not be covered with impervious material;

- e. Harvest Festival. Hosting of up to two (2) public farm harvest festivals per year, with prior notice to the Grantee.
7. Motorized Vehicles: the use of motorized vehicles associated with Agricultural Activities, and the storage of working farm vehicles on the Premises provided that the location of said vehicle storage shall not adversely impair agricultural soils.
8. Farm Animals and Gardens for Personal Use: The keeping, rearing and sheltering of up to two (2) large farm animals such as horses, donkeys, llamas, alpacas, or a combination thereof, or a combination of the equivalent in animal units of small farm animals such as sheep, goats, or pigs, and up to twenty (20) poultry, and fruit and vegetable gardens primarily for personal use, or the sale of products of these activities, shall not constitute Agricultural Activities and shall not require a Farm Conservation Plan, provided any such sale of products shall be ancillary to the Grantor's personal use.
9. Field Creation and Expansion for Agricultural Activities and Temporary Agricultural Structures and Improvements. With prior written notice to the Grantee, the clearing of those areas of the survey plan labeled "Front Field" and "Former Field" for permitted Agricultural Activities, including for construction of a farm stand and Temporary Agricultural Structures and Improvements, provided that said areas are not resource areas protected by the Massachusetts Wetlands Protection Act or local bylaws. Said clearing shall not require a Forest Stewardship Plan.
10. Existing Farm Storage Shed. The use, maintenance, and replacement in predominantly its current footprint of five-hundred (500) square feet of the existing farm storage building, as shown in the Baseline Report.
11. Septic System and Wells. The use, maintenance, repair and replacement of the existing water well on the Premises, as shown in the Baseline Report. With prior written approval of the Grantee, the construction, repair, maintenance and replacement of a septic system and/or well to serve the Building Envelope (as defined below in Section II.C), including infrastructure and utilities reasonably necessary for the operation of any such well or septic system ("Improvements"), provided that such Improvements shall not be located outside of the Building Envelope unless a qualified professional certifies in writing that there is no feasible location for any such improvement within the Building Envelope, and the Grantee approves of any such Improvements to be located outside of the Building Envelope, and further provided that any of these Improvements serves only the building shown as "Farm Office" on the survey plan in Exhibit B, or a successor structures permitted by this Conservation Restriction and located within the Building Envelope.
12. Utilities. The installation, use, maintenance, repair and/or replacement of utility lines (including but not limited to power, telephone, internet and water lines) as necessary to service the Building Envelope or permitted structures on the Premises.



13. Outdoor Passive Recreational and Educational Activities. Fishing, swimming, hunting, hiking, horseback riding, cross-country skiing, snowshoeing, nature observation, nature and educational walks and outings, outdoor educational activities, and other non-motorized outdoor recreational and educational activities;
14. Trails. With prior written approval of the Grantee: constructing new trails and trail features up to five (5) feet in width overall and with a treadway of up to eight (8) feet in width, and without such approval routine maintenance of such trails once constructed, for permitted passive recreational uses, including constructing and routine maintenance of bog bridging, boardwalks, footbridges, railings, steps, culverts, benching, cribbing, contouring, or other such features, together with the use of motorized equipment to construct such features;
15. Signs. Constructing, installing, maintaining, and replacing signs and informational kiosks with respect to the Permitted Acts and Uses, the Purposes, the Conservation Values, trespass, public access, identity and address of the Grantor or Grantee, sale of the Premises, the Grantee's interest in the Premises, boundary and trail markings, any gift, grant, or other applicable source of support for the conservation of the Premises;
16. Farm Roads, Driveway and Parking Areas. Using and maintaining the existing driveway between Belvedere Road and Washington Street, farm roads and associated parking areas in substantially their current footprint as documented in the Baseline Report, provided said access way, farm roads and parking areas are not paved with impervious surfacing; with prior written permission from Grantee, new farm roads may be moved and/or created to support Agricultural Activities.
17. Indigenous Cultural Practices. Allowing indigenous peoples to:
  - a. Conduct cultural land ceremonial uses. Cultural land ceremonial uses are defined, for the purposes of this Conservation Restriction, as including traditional spiritual ceremonies, seasonal celebrations, offerings, and cultural, educational, and interpretive programming; and
  - b. Harvest plant-life using sustainable methods, including regrowth and replanting to ensure sustainable populations for traditional cultural practices and non-commercial purposes, with prior notice to the Grantee;
18. Archaeological Investigations. Conducting archaeological activities, including without limitation archaeological research, surveys, excavation and artifact retrieval, but only in accordance with an archaeological field investigation plan, which plan shall also address restoration following completion of the archaeological investigation, prepared by or on behalf of the Grantor and approved in advance of such activity, in writing, by the Massachusetts Historical Commission State Archaeologist (or appropriate successor official) and by the Grantee. A copy of the results of any such investigation on the Premises is to be provided to the Grantee;
19. Green Energy. With prior written approval of the Grantee, constructing energy producing structures and associated transmission lines that produce negligible or no

pollution or carbon emissions (“Green Energy Structures”) to supply power for any Permitted Acts and Uses on the Premises. In addition to the terms of Paragraph II.E., when considering whether to grant approval, the Grantee will take into consideration the energy needs related to the relevant Permitted Act(s) and Use(s). While it is agreed that some power may be fed back into the public power grid during high production periods, such Green Energy Structures shall be limited to a capacity not higher than that necessary to meet, or exceed by up to 20% at the time of installation, the power requirements of the Permitted Acts and Uses;

20. 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 Permitted Acts and Uses, 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. Building Envelope**

Notwithstanding Paragraph II.A “Prohibited Acts and Uses” above, and provided the Conservation Values and Purposes of the remaining portion of the Premises as set forth in Section I “Purposes” above are not materially impaired, the Grantor reserves the right to carry on Permitted Acts and Uses as well as such residential use and agricultural use as would be permitted under applicable federal, state and local land use and other laws and regulations within that certain portion of the Premises identified as “Building Envelope 43,681 S.F.” as shown on the survey plan in Exhibit B (“Building Envelope”), as if the Building Envelope constituted a separate legal building lot having sufficient frontage and were not part of the Premises, subject, nevertheless, to the general prohibitions in Section II.A.8. against the division or subdivision of the two legal lots comprising the Premises and Section II.A.6. against the introduction of invasive species. The Building Envelope is and shall remain part of the Premises and shall not be subdivided nor severed from the remainder of the Premises; any attempt at any such division or severance shall be null and void. For the purposes of this Conservation Restriction, the terms “residential use” and “agricultural use” shall have the meanings set forth in the zoning bylaws of the Town of Boxford or any successor bylaws, rules or regulations, as each may be amended from time to time.

### **D. Site Restoration**

Upon completion of any Permitted Acts and Uses, any disturbed areas shall be restored substantially to the conditions that existed prior to said activities, including with respect to soil material, grade, and vegetated ground cover.

### **E. Compliance with Permits, Regulations, Laws**

The exercise of any Permitted Acts and Uses under Paragraph II.B. shall be in compliance with all applicable federal, state and local laws, rules, regulations, zoning, and permits, and with the Constitution of the Commonwealth of Massachusetts. The inclusion of any Reserved Right

requiring a permit, license or other approval from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit, license, or other approval should be issued.

#### **F. Notice and Approval.**

1. Notifying Grantee. Whenever notice to or approval by Grantee is required, Grantor shall notify or request approval from Grantee, by a method requiring proof of receipt, in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question, unless a different time period is specified herein. The notice shall:
  - a. Describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity;
  - b. Describe how the proposed activity complies with the terms and conditions of this Conservation Restriction, and will not materially impair the Purposes and/or Conservation Values;
  - c. Identify all permits, licenses, or approvals required for the proposed activity, and the status of any such permits, licenses, or approvals.
  - d. Describe 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 and Conservation Values.
2. Grantee Review. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within sixty (60) days of receipt of Grantor's request. Grantee's approval shall only be granted upon a showing that the proposed activity will minimize impacts to the Conservation Values and will not materially impair the Purposes and/or Conservation Values. Grantee may require Grantor to secure expert review and evaluation of a proposed activity by a mutually agreed upon party.
3. Resubmittal. Grantee's failure to respond within sixty (60) days of receipt shall not constitute approval of the request. Grantor may subsequently submit the same or a similar request for approval.

### **III. INSPECTION AND ENFORCEMENT**

#### **A. Entry onto the Premises**

The Grantor hereby grants to the Grantee, and 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 or to enforce this Conservation Restriction.

#### **B. Legal and Injunctive Relief**

1. Enforcement. The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain compensatory

relief and equitable relief against any violations, including, without limitation, injunctive relief and relief requiring restoration of the Premises to its condition prior to the time of the injury (it being agreed that the Grantee will have no adequate remedy at law in case of an injunction). 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.

2. Notice and Cure. In the event the Grantee determines that a violation of this Conservation Restriction has occurred and intends to exercise any of the rights described herein, the Grantee shall, before exercising any such rights, notify the Grantor in writing of the violation. The Grantor shall have thirty (30) days from receipt of the written notice to halt the violation and remedy any damage caused by it, after which time Grantee may take further action, including instituting legal proceedings and entering the Premises to take reasonable measures to remedy, abate or correct such violation, without further notice. Provided, however, that this requirement of deferment of action for thirty (30) days applies only if Grantor immediately ceases the violation and Grantee determines that there is no ongoing violation. In instances where a violation may also constitute a violation of local, state, or federal law, the Grantee may notify the proper authorities of such violation.
3. Reimbursement of Costs and Expenses of Enforcement. Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including counsel fees) incurred by the Grantee in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof. Notwithstanding the foregoing, however, in the event litigation and/or other judicial proceeding is initiated by either party, the unsuccessful party shall be obligated to reimburse the successful party for the successful party's reasonable expenses (including counsel fees) with respect to such litigation and/or other judicial proceeding. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey by a Massachusetts licensed professional land surveyor and to have the boundaries permanently marked.

### **C. Non-Waiver**

Enforcement of the terms of this Conservation Restriction shall be at the sole discretion of 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.

### **D. Disclaimer of Liability**

By 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, including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

#### **E. Acts Beyond the Grantor's Control**

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from natural causes beyond the Grantor's control, including but not limited to fire, flood, weather, climate-related impacts, 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 any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Premises, if desirable and feasible.

### **IV. TERMINATION/RELEASE/EXTINGUISHMENT**

#### **A. Procedure**

If circumstances arise in the future that render the Purposes impossible to accomplish, this Conservation Restriction can only be terminated, released, or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, or successor official ("Secretary"), and any other approvals as may be required by Section 32 of Chapter 184 of the Massachusetts General Laws.

#### **B. Grantor's and Grantee's Right to Recover Proceeds**

If any change in conditions ever gives rise to termination, release, or extinguishment of this Conservation Restriction under applicable law, then 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 IV.C., subject, however, to any applicable law which expressly provides for a different disposition of the proceeds, and after complying with the terms of any gift, grant, or funding requirements. The Grantee shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

#### **C. Grantee's Receipt of Property Right**

Grantor and Grantee agree that the conveyance 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 conveyance, bears to the value of the unrestricted Premises. The proportionate value of the Grantee's property right as of the Effective Date (See Paragraph X.) will be determined by an appraisal done within six (6) months of that date. Such proportionate value of the Grantee's property right shall remain constant.

#### **D. Cooperation Regarding Public Action**

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

action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in accordance with Paragraph IV.B. and Paragraph IV.C. If a 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 any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

## **V. DURATION and ASSIGNABILITY**

### **A. Running of the Burden**

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

### **B. Execution of Instruments**

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

### **C. Running of the Benefit**

The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except when all of the following conditions are met:

1. the Grantee requires that the Purposes continue to be carried out;
2. the assignee is not an owner of the fee in the Premises;
3. the assignee, at the time of the assignment, qualifies under 26 U.S.C. Section 170(h), and applicable regulations thereunder, if applicable, and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the Massachusetts General Laws; and
4. the assignment complies with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

## **VI. SUBSEQUENT TRANSFERS**

### **A. Procedure for Transfer**

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee not less than twenty (20) days prior to the effective date of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. If the Grantor fails to reference the terms of this

Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, then the Grantee may record, in the applicable registry of deeds, or registered in the applicable land court registry district, and at the Grantor's expense, a notice of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

## **B. Grantor's Liability**

The Grantor shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

## **VII. ESTOPPEL CERTIFICATES**

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

## **VIII. NON MERGER**

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction following the terms set forth in Paragraph V.C (Running of the Benefit) to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

## **IX. AMENDMENT**

### **A. Limitations on Amendment**

Grantor and Grantee may amend this Conservation Restriction only to correct an error or oversight, clarify an ambiguity, maintain or enhance the overall protection of the Conservation Values, or add real property to the Premises, provided that no amendment shall:

1. affect this Conservation Restriction's perpetual duration;
2. be inconsistent with or materially impair the Purposes;
3. affect the qualification of this Conservation Restriction as a "qualified conservation contribution" or "interest in land" under any applicable laws, including 26 U.S.C. Section 170(h), and related regulations;
4. affect the status of Grantee as a "qualified organization" or "eligible donee" under any applicable laws, including 26 U.S.C. Section 170(h) and related regulations, and Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws; or

5. create an impermissible private benefit or private inurement in violation of federal tax law, as determined by an appraisal, conducted by an appraiser selected by the Grantee, of the economic impact of the proposed amendment; or
6. alter or remove the provisions described in Paragraph IV (Termination/Release/Extinguishment); or
7. cause the provisions of this Paragraph IX to be less restrictive; or
8. cause the provisions described in Paragraph V.C (Running of the Benefit) to be less restrictive

## **B. Amendment Approvals and Recording**

No amendment shall be effective unless documented in a notarized writing executed by Grantee and Grantor, approved by the Town of Boxford and by the Secretary in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, and recorded in the applicable registry of deeds or registered in the applicable land court registry district.

## **X. 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 Massachusetts General Laws have been obtained, and it has been recorded in the applicable registry of deeds or registered in the applicable land court registry district.

## **XI. NOTICES**

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: Richard King  
44 Belvedere Road  
Boxford, MA 01921

*Or then-current owner on record with the Registry of Deeds*

To Grantee: Director of Stewardship  
Essex County Greenbelt Association, Inc.  
P.O. Box 1026  
Essex, MA 01929

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.



## **XII. 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 order to effect the Purposes and the policy and purposes of Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the Purposes that would render the provision valid shall be favored over any interpretation that would render it invalid.

### **C. Severability**

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Restriction shall not be affected thereby.

### **D. Entire Agreement**

This instrument sets forth the entire agreement of the Grantor and Grantee with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Restriction, all of which are merged herein.

## **XIII. BASELINE DOCUMENTATION REPORT**

The Conservation Values, as well as the natural features, current uses of, and existing improvements on the Premises, such as, but not limited to, trails, woods roads, structures, meadows or other cleared areas, agricultural areas, and scenic views, as applicable, 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 and on file with the Grantee and included by reference herein. 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 date of this Conservation Restriction, (ii) is intended to fully comply with applicable Treasury Regulations, (iii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein, and (iv) may be supplemented as conditions on the Premise change as allowed over time. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant in addition to the Baseline Report.

## **XIV. MISCELLANEOUS**

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

Approval of this Conservation Restriction pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws by any municipal officials and by the Secretary, 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. Release of Homestead**

The Grantor hereby releases and agrees to waive, subordinate, and release any and all Homestead rights pursuant to Chapter 188 of the Massachusetts General Laws it may have in favor of this Conservation Restriction with respect to any portion of the Premises affected by this Conservation Restriction, and hereby agrees to execute, deliver and/or record any and all instruments necessary to effectuate such waiver, subordination and release. In all other respects, the Grantor reserves and retains any and all Homestead rights, subject to this Conservation Restriction, pursuant to Section 10(e) of Chapter 188 of the Massachusetts General Laws.

**C. No Surety Interest**

The Grantor attests that there is no mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

**D. Executory Limitation**

If Grantee shall cease to exist or to be qualified to hold conservation restrictions pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, or to be qualified organization under 26 U.S.C. 170(h), and applicable regulations thereunder, if applicable, and a prior assignment is not made pursuant to Paragraph VII, then Grantee's rights and obligations under this Conservation Restriction shall vest in such organization as a court of competent jurisdiction shall direct pursuant to the applicable Massachusetts law and with due regard to the requirements for an assignment pursuant to Paragraph VII.

**E. 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.

**F. The following signature pages are included in this Grant:**

Grantor

Grantee Acceptance

Approval of Boxford Select Board

Approval of the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts.

**G. The following exhibits are attached and incorporated herein:**

Exhibit A: Legal Description of Premises

Exhibit B: Reduced Copy of Recorded Plan of Premises

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2022,

EVERGREEN REALTY TRUST

\_\_\_\_\_, duly authorized  
Richard Q. King, Trustee

RICHARD Q. KING TRUST

\_\_\_\_\_, duly authorized  
Richard Q. King, Trustee

EVA L. KING TRUST

\_\_\_\_\_, duly authorized  
Richard Q. King, Trustee

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss:

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned notary public, personally appeared \_\_\_\_\_, and proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**ACCEPTANCE OF GRANT**

The foregoing Conservation Restriction from Richard Q. King, as Trustee of Evergreen Realty Trust, Richard Q. King Trust, and Eva L. King Trust, was accepted by Essex County Greenbelt Association, Inc. this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

By: \_\_\_\_\_  
Katherine Bowditch  
Its: President, duly authorized

By: \_\_\_\_\_  
Timothy Fritzinger  
Its: Treasurer, duly authorized

**COMMONWEALTH OF MASSACHUSETTS**

Essex County, ss:

On this \_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned notary public, personally appeared \_\_\_\_\_, and proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**COMMONWEALTH OF MASSACHUSETTS**

Essex County, ss:

On this \_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned notary public, personally appeared \_\_\_\_\_, and proved to me through satisfactory evidence of identification which was \_\_\_\_\_ 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:

**APPROVAL OF TOWN OF BOXFORD SELECT BOARD**

We the undersigned, being a majority of the Select Board of the Town of Boxford, hereby certify that at a public meeting duly held on \_\_\_\_\_, 2022, the Select Board voted to approve the foregoing Conservation Restriction from Richard Q. King, as Trustee of Evergreen Realty Trust, Richard Q. King Trust, and Eva L. King Trust, to Essex County Greenbelt Association, Inc. in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

TOWN OF BOXFORD SELECT BOARD

\_\_\_\_\_  
Barbara G. Jessel

\_\_\_\_\_  
Judith A. Stickney

\_\_\_\_\_  
Peter C. Perkins

\_\_\_\_\_  
Margaret Chow-Menzer

\_\_\_\_\_  
Charles J. Costello

\_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned notary public, personally appeared \_\_\_\_\_, and proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as Select Board Member.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

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

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from Richard Q. King, as Trustee of Evergreen Realty Trust, Richard Q. King Trust, and the Eva L. King Trust, to Essex County Greenbelt Association, Inc. has been approved in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
Bethany A. Card  
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned notary public, personally appeared Bethany A. Card, and proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

## EXHIBIT A

### Description of the Premises

The land in the Town of Boxford, Essex County, Massachusetts, containing 23.1+/- acres in the aggregate, which land is shown as the entirety of Lot 1 (also known as 217 Washington Street, Boxford, Massachusetts) and consists of 17.4+/- acres, including that portion of Lot 1 shown on said plan as “Building Envelope 43,681 S.F. 1.003 Acres,” and shown as a 5.67+/- acre portion of Lot 2 (also known as 44 Belvedere Road, Boxford, Massachusetts) on a plan of land titled “Conservation Restriction Plan in Boxford, MA Property of Richard Q. King Trust, Eva L. King Trust & Evergreen Realty Trust,” dated June 30, 2022, by Donohoe Survey, Inc., 363 Boston St., Topsfield, MA, recorded at Essex County Southern District Registry of Deeds at Plan Book \_\_\_\_\_ Page \_\_\_\_\_. That portion of Lot 2 shown on said plan as “Excluded From Conservation Restriction 71,003 S.F. 1.630 Acres” is explicitly excluded from this conservation restriction.

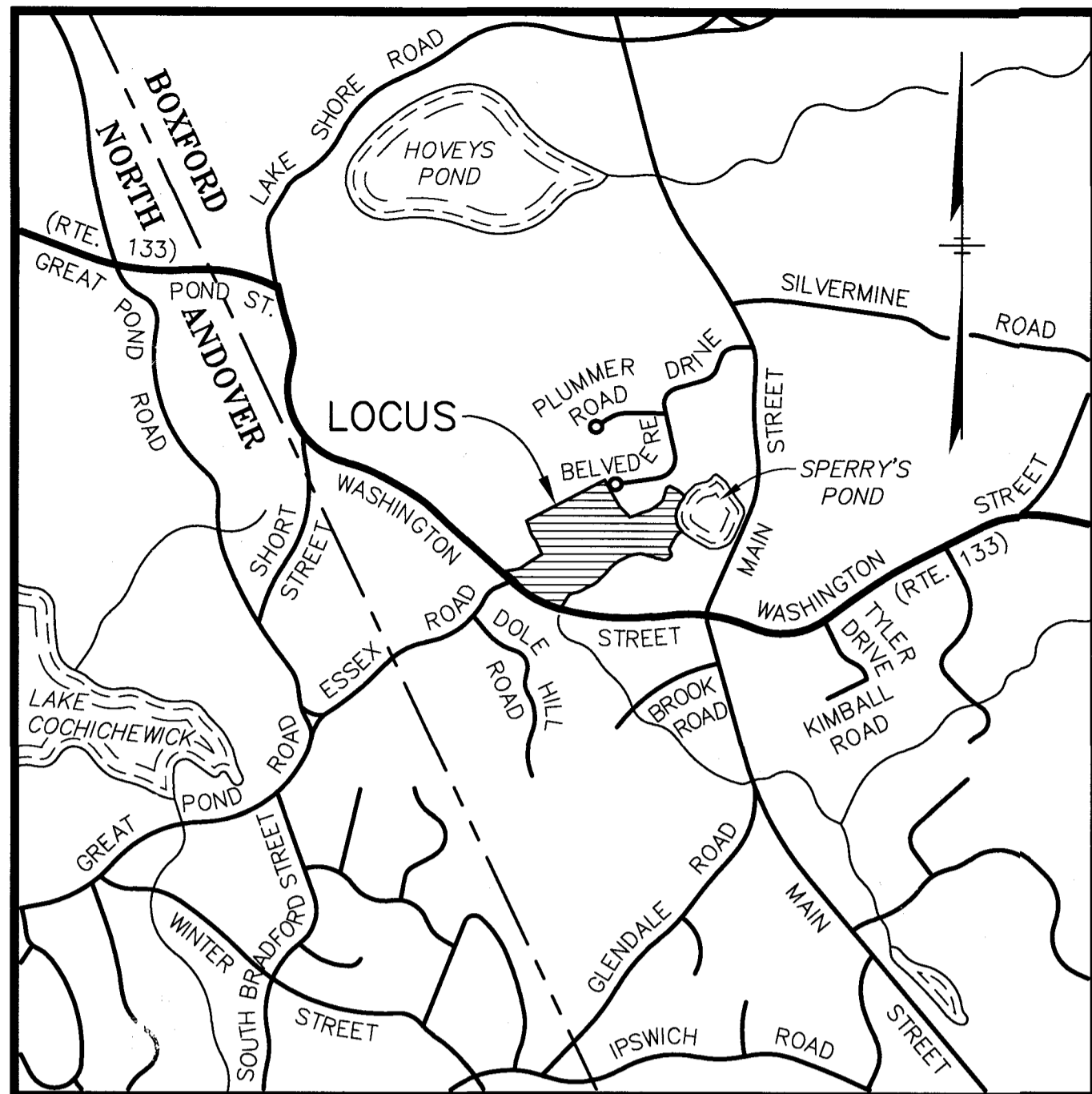
Street Address: 217 Washington Street and 44 Belvedere Road, Boxford, Massachusetts



**EXHIBIT B**

Reduced Copy of Plan of Premises

For official full size plan see Essex County Southern District Registry of Deeds  
Plan Book \_\_\_\_\_ Plan \_\_\_\_\_



LOCUS MAP  
SCALE: 1" = 1500'

ASSESSORS MAP 9 BLOCK 1 LOT 23  
BLOCK 2 LOT 34

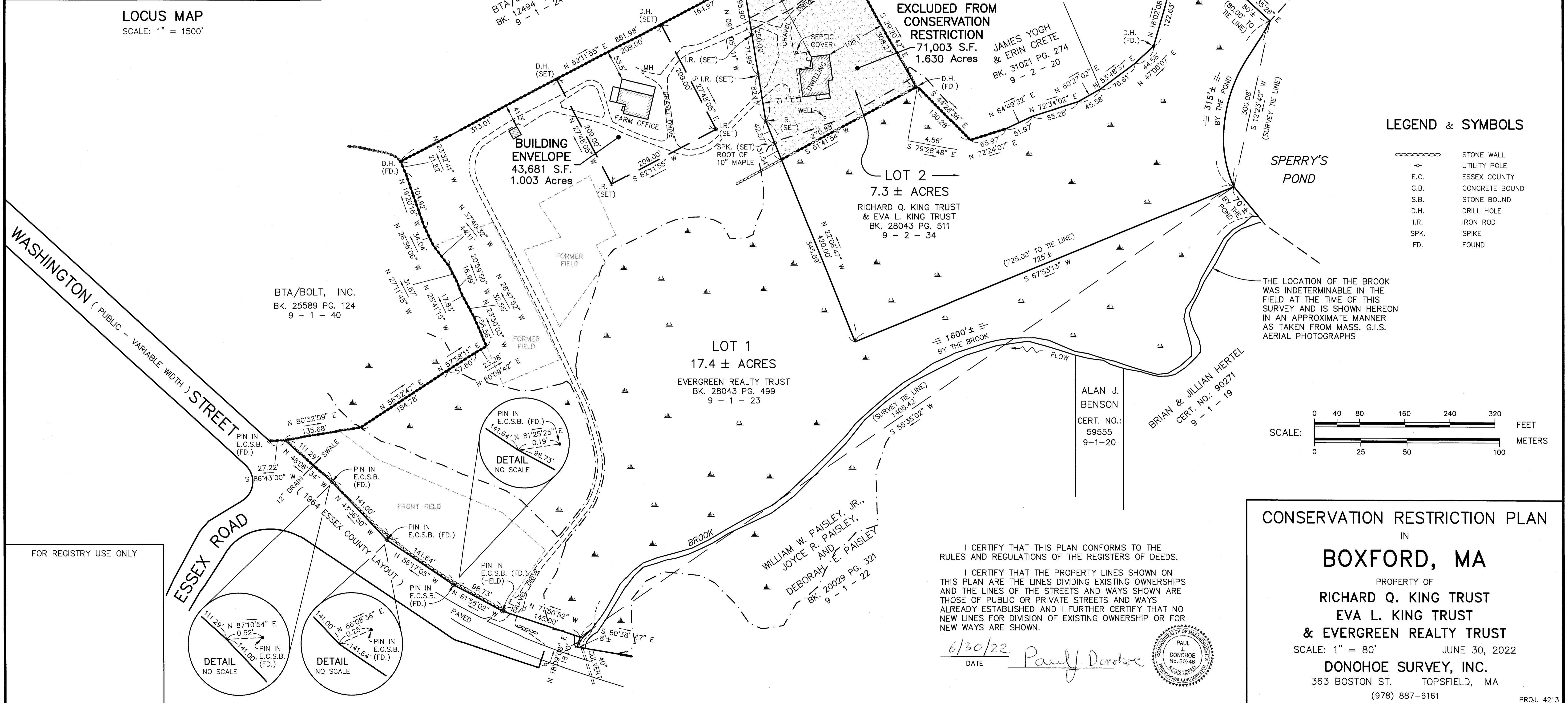
REFERENCES:

DEEDS - BK. 28043 PG. 499 (LOT 1)  
BK. 28043 PG. 511 (LOT 2)

PLAN - PL. BK. 411 PL. 53

CONSERVATION RESTRICTION:

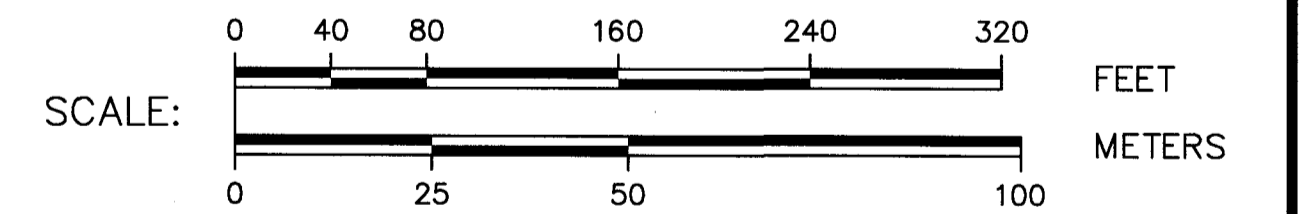
LOT 1: 17.4± Acres  
LOT 2: 5.7± Acres  
TOTAL C.R.: 23.1± Acres



LEGEND & SYMBOLS

- STONE WALL
- UTILITY POLE
- ESSEX COUNTY
- CONCRETE BOUND
- STONE BOUND
- DRILL HOLE
- IRON ROD
- SPIKE
- FOUND

THE LOCATION OF THE BROOK WAS INDETERMINABLE IN THE FIELD AT THE TIME OF THIS SURVEY AND IS SHOWN HEREON IN AN APPROXIMATE MANNER AS TAKEN FROM MASS. G.I.S. AERIAL PHOTOGRAPHS



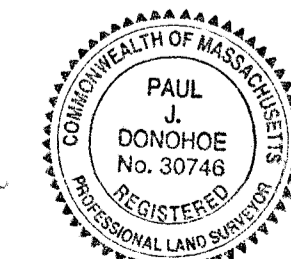
CONSERVATION RESTRICTION PLAN  
IN  
**BOXFORD, MA**

PROPERTY OF  
**RICHARD Q. KING TRUST  
EVA L. KING TRUST  
& EVERGREEN REALTY TRUST**  
SCALE: 1" = 80' JUNE 30, 2022  
**DONOHUE SURVEY, INC.**  
363 BOSTON ST. TOPSFIELD, MA  
(978) 887-6161

I CERTIFY THAT THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.

I CERTIFY THAT THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES DIVIDING EXISTING OWNERSHIPS AND THE LINES OF THE STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS AND WAYS ALREADY ESTABLISHED AND I FURTHER CERTIFY THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

DATE 6/30/22 *Paul J. Donohue*



FOR REGISTRY USE ONLY