

Address of Premises: off Washington Street, Boxford

GRANTOR: Town of Boxford
GRANTEE: Essex County Greenbelt Association, Inc.
FOR GRANTOR'S TITLE SEE: Southern Essex Registry
of Deeds at Book _____, Page _____.

CONSERVATION RESTRICTION

The TOWN OF BOXFORD, a municipality organized under the laws of the Commonwealth of Massachusetts, with its usual place of business located at 7A Spofford Road, Boxford, MA, 01921, being the sole owner of the Premises defined hereinbelow, acting by and through its duly appointed Conservation Commission by authority of Section 8C of Chapter 40 of the Massachusetts General Laws, and as authorized by a vote of the Annual Town Meeting of September 12, 2020, for its successors and assigns ("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, Massachusetts 01929, and its permitted successors and assigns ("Grantee"), for nominal consideration, IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on approximately 15.17 acres of land located in Boxford and more commonly known as Boxford Assessor Parcel No. 09-1-29 ("Premises"), which Premises is more particularly shown on a plan of land recorded in the Southern Essex Registry of Deeds at Book 356, Plan 69, a reduced copy of which is attached hereto in Exhibit A, incorporated herein and attached hereto.

I. PURPOSES

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the General Laws and otherwise by law. 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 that would impair or interfere with its conservation and preservation values ("conservation values").

The Premises was acquired using Community Preservation Act funds pursuant to Chapter 44B of the Massachusetts General Laws, and a copy of the Town Meeting Vote authorizing the use of such funds for such purpose is attached hereto as Exhibit B.

The conservation values include the following:

- A. Open Space Protection.** The Premises contributes to the protection of the scenic and natural character of Boxford. The Premises abuts land already conserved, including the Town of

Boxford's Nason Conservation Area and BTA/BOLT's Potter's Farm Conservation Area. It is the intent of the Grantor and the Grantee that the Premises be open to the public, free of charge, for passive recreational use, and managed as a conservation area for wildlife habitat and water quality. The protection of this parcel will thus help further protect these adjacent conserved lands.

- B. Water Quality.** Premises includes over 600 feet of frontage on Hovey's Pond, a Massachusetts Great Pond. Hovey's Pond is within a large area mapped by the Massachusetts DEP as an Emergency Water Supply. Maintaining the Premises in its natural, forested state will help maintain the water quality.
- C. Soils.** The Premises is predominantly mapped as Prime 2 Forest Land, an indication of the richness of the soils for growing healthy forests.
- D. Public Access.** Public access to the Premises will be allowed for passive recreational use of trails on the Premises, and for trail connectivity to adjacent conservation land.
- E. Significant Habitat:** The Premises is important pieces of a large area that includes the Nason Conservation Area mapped as Priority Habitat for Rare Species, and BioMap2 Core Habitat for Species of Conservation Concern by the Massachusetts Natural Heritage and Endangered Species Program for Blandings Turtles and Blue-Spotted Salamanders, both endangered species in Massachusetts. The Premises is also central to an area mapped by the UMass CAPS projects as being within the top 50% of lands in the Commonwealth with the highest ecological integrity.
- F. Consistency with Clearly Delineated Federal, State, or Local Governmental Conservation Policy.** The conservation of the Premises furthers the Massachusetts Statewide Comprehensive Outdoor Recreation Plan, specifically Objective 1, to "Fill in the gaps of existing trail networks," and Objective 2, to "Support the acquisition of land that will increase water supply protection." Protecting this property is also consistent with 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.
- G. Baseline Documentation Report.** These 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 and on file with the Grantee and referenced 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, and (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. 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 Acts 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 or placing any temporary or permanent building, structure, facility, or improvement, including but not limited to tennis courts, landing strips, mobile homes, swimming pools, asphalt or concrete pavement, signs, fences, billboards or other advertising displays, antennae, utility poles, towers, solar panels, solar arrays, conduits, lines or other temporary or permanent structures, facilities, or improvements 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;
 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 native trees, grasses or other vegetation;
 5. Planting, broadcasting, placement, disposal, transfer, destruction, composting, dumping, or otherwise preventable introduction of “invasive” plant species or any other nuisance or disease carrying species, as defined in *A Guide to Invasive Plants in Massachusetts* (Somers P. et al. 2006) or as amended or contained in a similar professionally acceptable publication available in the future;
 6. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, wildlife habitat, or archaeological conservation;
 7. Use, parking or storage of vehicles including cars, trucks, motorcycles, mopeds, all-terrain vehicles, trail bikes, or any other motorized vehicles on the Premises except for vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) in carrying out their official duties or as necessary for the mobility impaired;
 8. 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), and no portion of the Premises may be used towards building or development requirements on this or any other parcel;
 9. The use of the Premises for business, residential or industrial use, or for more than *de minimis* commercial recreation as defined in Section 2031(c) of the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder or any successor statute or regulation;
 10. The disruption, removal, or destruction of the stone walls on the Premises;
 11. Any other use of the Premises or activity which is inconsistent with the purpose of this Conservation Restriction or which would materially impair its conservation values.

B. Reserved Rights and Exceptions to Prohibited Acts and Uses. The Grantor reserves the right to conduct or permit the following activities and uses on the Premises, but only if such uses and activities do not materially impair the conservation values or purposes of this Conservation Restriction.

1. Vegetation Management. The selective minimal removal, pruning and cutting of vegetation to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Premises, including woods roads, trails, and stone walls; and the right to plant and maintain native vegetation.
2. Invasive Species Management. The removal of non-native or invasive species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality.
3. 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. All exercise of this reserved right shall take into account sensitive areas.
4. Habitat Improvement. With the prior written approval of Grantee, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species of flora or fauna, including selective planting of native trees, shrubs and plant species.
5. Archaeological Investigations. 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).
6. Trails. The maintenance of currently existing trails located on the Premises substantially in their present condition or as reasonably necessary for the uses permitted herein, and, with prior written approval 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 materially impair the conservation values and purposes of this Conservation Restriction. Trails may be constructed of dirt, stone dust, gravel or other natural and pervious material; in no case may they be paved.
7. Signage: Installation, maintenance, and replacement of a minimal number of signs with respect to hunting, trespass, trail access, identity and address of occupants, sale of the Premises, the location of boundary lines, the Grantor's and Grantee's interest in the Premises, the protected conservation values, permitted and prohibited uses, and other regulations with respect to public use, and interpretive, informational, or other similar signs designed to enhance public use.
8. Passive Recreational Activities. Any and all recreational activities that do not materially alter the surface of the Premises or require any other development of the land (other than as permitted under Section II(B) herein), do not degrade environmental quality and do not

involve the use of motors or motorized vehicles (other than power-driven mobility devices whose accommodation may be required in accordance with the Americans with Disabilities Act and similar legislation), such as, but not limited to, walking, jogging, hiking, snowshoeing, and cross-country skiing (collectively, "Passive Recreational Activities").

9. 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. Best Management Practices. Prior to exercising any right reserved by Grantor under Section II(B) that may result in more than *de minimis* surface alterations, the 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 Dept. of Conservation and Recreation or other entity with known expertise in the area of practice and designed to protect the natural features potentially affected by the action(s).

D. Permits, Regulations, Laws. The exercise of any right reserved by Grantor under Section II(B) shall be in compliance with then-current building, zoning, planning, and conservation regulations, bylaws, or ordinances applicable to the Premises, the Wetlands Protection Act (Section 40 of Chapter 131 of the Massachusetts General Laws), and all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth of Massachusetts takes any position whether such permit should be issued.

E. Notice and Approval.

1. Whenever notice to or approval by Grantee is required, Grantor shall notify Grantee, by a method requiring proof of receipt, in writing not less than 30 days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within 30 days of receipt of Grantor's request. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not impair the purposes of this Conservation Restriction.
2. Grantee agrees to use reasonable diligence to respond to Grantor's request within 30 days of delivery. Failure of the Grantee to respond in writing within 30 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 30 days in the notice, the requested activity is not prohibited herein and the activity will not materially impair the conservation values of this Conservation Restriction. This Section II(C)(2) shall not apply to Section II(B)(9), in which case a failure of the Grantee to respond in writing within 30 days shall be deemed to constitute denial of the request as submitted.

III. LEGAL RIGHTS AND REMEDIES OF THE GRANTEE

- A. Legal and Injunctive Relief.** The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to 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.** Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred.
- C. Boundary Disputes.** In the event of a dispute over the boundaries of the Conservation Restriction, Grantee and Grantor agree to negotiate in good faith to determine if they will commission a survey and / or have the boundaries of the Premises permanently marked.
- D. Non-Waiver.** Enforcement of the terms of this Conservation Restriction shall be at the 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.
- E. 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 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 actions 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.
- 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 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 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 grants access to the Premises to the general public, but only for daytime use and only as described in Section II(B)(8), provided that such use is subject to the Grantor's reserved right to establish reasonable rules, regulations, and restrictions on such permitted recreational use by the general public for the protection of the purposes and conservation values of this Conservation Restriction. Grantor has the right to control, limit, or prohibit public use by posting and other reasonable means activities or uses of the Premises not authorized in Section II(B)(8). The Grantor's right to grant public access across the Premises is subject to the restrictions described in this Conservation Restriction. Any public use which is permitted by the terms of this Conservation Restriction constitutes permission to use the Premises for purposes described in Section 17C of Chapter 21 of the Massachusetts General Laws and the Grantor and Grantee hereto benefit from exculpation from liability to the extent provided in such section.

V. EXTINGUISHMENT

- A. Termination only by Judicial Proceeding.** If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this Restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Commonwealth of Massachusetts Secretary of Energy and Environmental Affairs.
- B. Proceeds.** Grantor and Grantee agree that the grant of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, including, without limitation, the right to enforce the terms of this Conservation Restriction, but does not entitle Grantee to any proceeds received by the Grantor from any subsequent sale, exchange, or involuntary conversion of the Premises. Any proceeds will be distributed only after complying with the terms of any gift, grant, or other funding requirements, including the Community Preservation Act. Grantor shall use its share of the proceeds in a manner consistent with the conservation purposes set forth herein.
- C. Grantor/Grantee Cooperation Regarding Public Action.** Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then 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 Section V(B), after complying with the terms of any law, gift, grant, or funding requirements. If a less than a 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 grant.

VI. DURATION & ASSIGNABILITY

- A. Running of the Burden.** The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable in perpetuity against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises, 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; the Grantor, on behalf of itself and its successors and assigns, appoints the Grantee their 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. 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 all or a portion of its right, title and interest hereunder to a "Qualified Organization" as defined in Section 170(h)(3) of the Internal Revenue Code provided that such assignee shall also be an eligible grantee of a conservation restriction as set forth in Section 32 of Chapter 184 of the Massachusetts General Laws, that such assignee is not an owner of the fee in the Premises, and provided further that, as a condition of such assignment, the assignee is required to hold this Conservation Restriction and enforce its terms for conservation purposes 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.

VII. SUBSEQUENT TRANSFERS

- A. Reference to Conservation Restriction in Future Deeds and Required Notification of Transfers.** The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which divests any interest in all or a portion of the Premises, including any leasehold interest or option, and to notify the Grantee in writing not less than thirty (30) days prior to the execution of such transfer. Failure to do any of the above shall not impair the validity or enforceability 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. Termination of Rights and Obligations.** 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.

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 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 Massachusetts General Laws in order to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

IX. 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 with any obligation of the Grantor contained in this Conservation Restriction.

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 Massachusetts General Laws. Any amendments to this Conservation Restriction shall occur only 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 Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Southern Essex 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 Massachusetts General Laws have been obtained, and it has been recorded in a timely manner in the Southern Essex Registry of Deeds.

XII. 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: Town of Boxford
 ATTN: Conservation Director
 Town Hall
 7A Spofford Road
 Boxford, MA 01921
 Phone: 978-887-6000

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

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.

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 the purpose of this Conservation Restriction 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 purpose of this Conservation Restriction 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 parties 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.

XIV. AFFIRMATIVE COVENANTS OF THE GRANTOR

- A. Payment of Taxes.** The Grantor shall pay before delinquency all taxes, assessments, betterments, liens, fees and charges levied on or assessed against the Premises by any federal, state, or local government authority or other competent authority or entity (collectively "taxes"), and shall furnish the Grantee with satisfactory evidence of payment upon request.
- B. Mortgages, Etc.** 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.
- C. Adverse Possession.** The Grantor represents and warrants that to the best of its 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.

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 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 Section 32 of Chapter 184 of the Massachusetts General Laws, 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. Signature Pages and Exhibits.** Attached hereto and incorporated herein by reference are the following:

- Grantor: Town of Boxford Conservation Commission
- Grantee: Acceptance by Essex County Greenbelt Association, Inc.
- Approval of the Town of Boxford Board of Selectmen
- Approval of the Secretary of Energy and Environmental Affairs
- Exhibit A: Reduced Copy of Recorded Plan of the Premises
- Exhibit B: Certified Copy of Town Meeting Vote

We, the undersigned, being a majority of the Conservation Commission of the Town of Boxford, hereby certify that at a public meeting duly held on _____, 2020, the Conservation Commission voted to grant the foregoing Conservation Restriction to Essex County Greenbelt Association, Inc. pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, and in compliance with Section 12(a) of Chapter 44B of the Massachusetts General Laws of Massachusetts, the Community Preservation Act, and hereby grant the foregoing Conservation Restriction.

TOWN OF BOXFORD CONSERVATION COMMISSION

Peter Delaney, Chair

Alan Fowler

Frank DiLuna

David Smallman

Natasha Grigg

Kerri Lummus

Mark Mitsch

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss:

On this ___ day of _____, 2020, 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 he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

ACCEPTANCE OF GRANT

This Conservation Restriction from the Town of Boxford, acting by and through its Conservation Commission, was accepted by Essex County Greenbelt Association, Inc. this ____ day of _____, 2020.

ESSEX COUNTY GREENBELT ASSOCIATION, INC.

By: _____
Name: Katherine Bowditch
Title: President
Hereunto duly authorized

By: _____
Name:
Title:
Hereunto duly authorized

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss:

On this ____ day of _____, 2020, before me, the undersigned notary public, personally appeared Katherine Bowditch, 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 he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss:

On this ____ day of _____, 2020, 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 he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

APPROVAL BY BOXFORD BOARD OF SELECTMEN

We, the undersigned, being a majority of the Board of Selectmen of the Town of Boxford, Massachusetts, hereby certify that at a public meeting duly held on _____, 2020, the Board of Selectmen voted to approve the foregoing Conservation Restriction from the Town of Boxford, acting by and through its Conservation Commission, to Essex County Greenbelt Association, Inc., in the public interest pursuant to Section 32 of Chapter 184 and Section 12(a) of Chapter 44B of the Massachusetts General Laws.

BOXFORD BOARD OF SELECTMEN:

Barbara G. Jessel, Chair

Peter C. Perkins

Mary Anne Nay, Clerk

Alfred Vaz, Jr.

Charles J. Costello

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss:

On this _____ day of _____, 2020, 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 he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

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

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from the Town of Boxford, acting by and through its Conservation Commission, 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: _____, 2020

Kathleen A. Theoharides
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

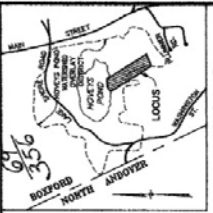
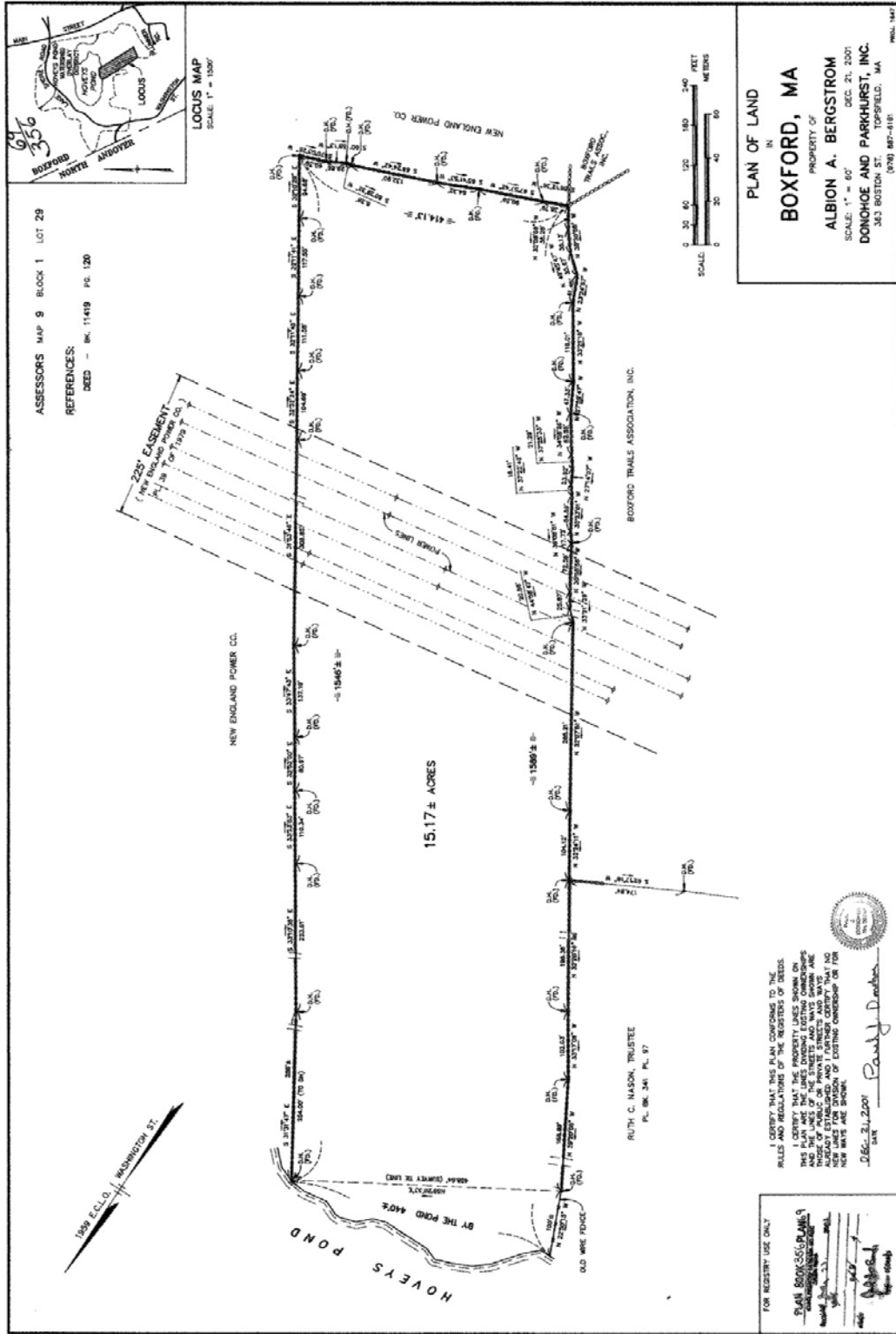
SUFFOLK, ss:

On this _____ day of _____, 2020, before me, the undersigned notary public, personally appeared Kathleen A. Theoharides, 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 she signed it voluntarily for its stated purpose.

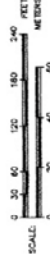
Notary Public
My Commission Expires:

EXHIBIT A

Reduced of Survey Plan of Premises – For full size plan see Southern Essex Registry of Deeds Plan Book 356, Plan 69



ASSESSORS MAP 9 BLOCK 1 LOT 29
 REFERENCES:
 DEED - BK. 11419 PG. 120



PLAN OF LAND
 IN
BOXFORD, MA
 PROPERTY OF
ALBION A. BERGSTROM
 DEC. 21, 2001
DONOHOE AND PARKHURST, INC.
 343 BOSTON ST.
 TOPSFIELD, MA
 (978) 887-6187

I CERTIFY THAT THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTRARS OF DEEDS. THIS I CERTIFY THAT THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE RESULT OF A SURVEY MADE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTRARS OF DEEDS. I HAVE BEEN PAID MY FEE AND I HAVE RECEIVED THE NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR THE BIRTH OF A NEW PARCEL.

DATE: DEC. 21, 2001
 SIGNATURE: Ruth C. Mason

FOR REGISTRY USE ONLY
 PLAN BOOK 356, PLAN 69
 REGISTERED: DEC 21 2001
 REGISTRY OF DEEDS
 SOUTHERN ESSEX COUNTY
 MASSACHUSETTS

EXHIBIT B

Certified Copy of Town Meeting Vote