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CONSERVATION RESTRICTION

The undersigned, JANE C. GOODALE, of Ipswich, Essex County, Massachusetts, hereby grants to ESSEX COUNTY GREENBELT ASSOCIATION, INC., a Massachusetts not for profit corporation having its principal office at 82 Eastern Avenue, Essex, Essex County, Massachusetts 01929, a Conservation Restriction on the land located in Ipswich, Essex County, Massachusetts, described in Exhibit A attached hereto and incorporated herein by reference (the "Premises").

JANE C. GOODALE, and her successors in title to the Premises are hereinafter called the "Owner" and Essex County Greenbelt Association, Inc., and its successors and assigns are hereinafter called "Greenbelt".

Whereas, the Premises provides significant scenic, aesthetic, scientific and education value in its present state as a natural area and open space which has not been subject to development incompatible with said uses; and

Whereas, the Premises has been owned by the Goodale family since 1920 when purchased by Joseph L. Goodale; and

Whereas, Robert L. Goodale previously conveyed adjacent parcels of conservation interest land to Greenbelt and The Trustees of Reservations; and

Whereas, the Goodale family has created The Robert L. Goodale Land Trust with the intention that family ownership of property adjacent to the Premises be continued; and

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Whereas, on November 20, 1989, Susan B. Goodale, Trustee of The Robert L. Goodale Land Trust, established a Conservation Restriction in a form substantially similar to this document, held by Greenbelt, recorded in Essex South District Registry of Deeds, Book 10284 Page 182; and

Whereas, the Premises is near the "Goodale Orchards" property which is subject to a perpetual agricultural preservation restriction which was established on August 7th, 1979 and held by Greenbelt;

Whereas, the Premises is adjacent to the Parker/Essex Bay Area of Critical Environmental Concern, as described by the Massachusetts Executive Office of Environmental Affairs in March of 1979; and

Whereas, the Premises is identified as a "Class A landscape" (highest scenic quality, top 4% in Massachusetts), by the Massachusetts Department of Environmental Management, as shown on map entitled "Ipswich River Area Scenic Landscape Unit, January, 1983".

Whereas, the Premises has been identified by the Ipswich Conservation Commission as land of conservation interest as shown on the "Open Space & Recreation Map, Ipswich, Massachusetts, 1978"; and

Whereas, the Owner and Greenbelt recognize the unique quality of the Premises as a valuable Massachusetts landscape embodying the special character of the region in which the Premises is located and the Owner and Greenbelt have the common purpose of conserving the natural values of the Premises for this generation and future generations;

Therefore, in order to preserve the Premises in perpetuity in its present natural scenic and open condition, the Owner conveys to Greenbelt a perpetual Conservation Restriction within the meaning of Chapter 184, Section 31, et. seq., of the General Laws of the Commonwealth of Massachusetts, upon the following terms:

1. Prohibited Activities. Except as otherwise herein provided, or expressly permitted by Greenbelt in writing, the Owner shall neither perform nor permit others to perform any of the following activities on the Premises:

- (a) No hunting or trapping of animals or waterfowl on the premises except upon the Owner's written direction for animal control or for public health benefits;
- (b) Construction or placing of any buildings, mobile homes, roads, signs, billboards or other advertising, utilities, conduits, poles or other temporary or permanent structures on or above the ground;

- (c) Dumping or placing of soil or other substances on the ground as landfill, or dumping or placing of vehicle bodies or parts, junk, trash, solid or chemical waste or other unsightly or offensive materials;
- (d) Cutting, removal or destruction of trees, shrubs or other vegetation;
- (e) Excavation, dredging or removal of loam, peat, sand, gravel, soil, rock or other mineral substances or natural deposits in such manner as to affect the surface of the Premises;
- (f) Any commercial, industrial or institutional use;
- (g) Use of motorized vehicles of any nature or kind, including but not limited to cars, trucks, motorcycles, all-terrain vehicles and skimobiles, except such as may be necessary for maintenance, patrol or to fight fire;
- (h) Use of Premises except for agricultural, farming or outdoor recreational purposes or other purposes permitting the Premises to remain predominantly in its natural condition;
- (i) Activities detrimental to drainage, flood control, water or soil conservation or erosion control; or
- (j) Acts or uses which in the reasonable opinion of the Greenbelt are detrimental to preservation of the Premises in its present condition.

2. Reserved Rights. Notwithstanding anything contained in paragraph 1, the Owner reserves for itself and its successors in title the right to conduct or permit the following activities on the Premises:

- (a) The use, maintenance, repair and improvement of the existing driveway, together with the existing utility installations, provided however, that any substantial change in location of the driveway shall be subject to the prior written approval of Greenbelt, which approval shall not be unreasonably withheld.
- (b) The cultivation and harvesting of crops, flowers and hay; the planting of trees and shrubs and the mowing of grass; the grazing of livestock; and the construction and maintenance of fences necessary in connection therewith;
- (c) The cultivation and harvesting of forest products in accordance with recognized forestry conservation practices;
- (d) Any activities designed to enhance the ecological or natural historical value of the Premises or to enhance the awareness of such values, including but not limited to the creation, maintenance and repair of footpaths, the placing of informative signs, benches, small shelters and the like;

- (e) Appropriate silviculture techniques to maintain the existing views from the dwellings to and across the marsh;
- (f) Subject to the prior written consent of Greenbelt, which will not be unreasonably withheld, to relocate the existing dwelling to another portion of the Premises deemed acceptable by Greenbelt, provided that the total land of the Owner subject to this restriction remains substantially similar in acreage and conservation value; and
- (g) Such other activities requested by the Owner and expressly approved by the Greenbelt as are consistent with the purpose of this Restriction.

3. Access by Greenbelt. Greenbelt, by its duly designated officers, directors, members, employees or agents, shall have the right to enter the Premises at reasonable times and in a reasonable manner for the purpose of inspecting the Premises, ensuring compliance with the terms of this Conservation Restriction and preventing, abating or remedying any violations thereof. Greenbelt shall have the further right to conduct occasional guided walking tours of the premises, not in excess of four times per year provided that at least one (1) month's advanced written notice is given to the Owner in each instance and that no smoking shall be allowed among members of such tours at any time. Greenbelt shall also have the right, at its sole expense, to perform any act required to preserve,

conserve or promote the natural habitat of wildlife, fish or plants located on the premises. Except as aforesaid no rights to enter the Premises are granted hereby to Greenbelt, to the public or to any other person.

The burdens of this Conservation Restriction shall be deemed to run with the Premises and shall be enforceable against the Owner and its successors in title in perpetuity. Greenbelt shall have the right to enforce this Conservation Restriction by proceedings at law or in equity and charge the Owner for any repair or restoration costs incurred by Greenbelt as a result of the Owner's violation of the terms hereof.

4. Assignment by Greenbelt. The benefits of this Conservation Restriction shall be deemed to be in gross and Greenbelt and its successors and assigns shall have the right to assign its right, title and interest hereunder to a "Qualified Organization" as defined in Section 170(h)(3) of the Internal Revenue Code provided that, as a condition of such assignment, the assignee is required to hold this Conservation Restriction and enforce its terms for conservation purposes.

5. Warranties of Greenbelt. Greenbelt warrants 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 other charitable, scientific and educational purposes, that it has both the necessary funds and commitment to hold this Conservation

Restriction exclusively for conservation purposes in perpetuity and to enforce its terms, and that it qualifies as a "Qualified Organization" as that term is defined in Section 170(h) (3) of the Internal Revenue Code of 1954, as amended.

6. Required Notifications. The Owner shall notify Greenbelt in writing before conveying the Premises, or any part thereof and before exercising any right reserved to it hereunder which may adversely affect the conservation interests associated with the grant of this Conservation Restriction. Greenbelt shall notify the Owner in writing if it assigns this Conservation Restriction.

7. Eminent Domain. If all or any portion of the Premises is taken by eminent domain or judicial proceedings in the nature of eminent domain so as to extinguish the restrictions imposed hereunder, the Owner and Greenbelt shall fully cooperate in such proceedings to recover the full value of the interests taken and all incidental or direct damages resulting from the taking. All expenses incurred by the Owner and Greenbelt in such action shall be paid from the recovered proceeds. The remaining recovered proceeds (including, for purposes hereof, proceeds from any lawful sale of the property unencumbered by the restrictions hereunder) shall be distributed to the Owner and Greenbelt in shares proportional to the fair market value of their interests in the Premises on the date of execution of this Conservation Restriction. For this purpose, Greenbelt's interest shall be the amount by which

the fair market value of the restricted land immediately prior to the execution of this Conservation Restriction is reduced by the restrictions imposed hereby. Greenbelt shall use its share of the proceeds in a manner consistent with the conservation purposes set forth herein.

8. Binding Effect; Interpretation. This Conservation Restriction shall be binding upon and shall be enforceable against the Owner and its successors in title to the Premises, by Greenbelt, its successors and assigns and its duly designated officers, directors, members, employees or agents as holders of this Conservation Restriction. This Conservation Restriction shall be in addition to, and not in lieu of, any other restrictions or easements of record affecting the Premises. Interpretations of the meaning of this Conservation Restriction or any portions hereof made in good faith by Greenbelt shall be conclusive and binding upon all persons.

9. Recording; Effective Date. This Conservation Restriction may be recorded prior to approval thereof by the Selectmen of the Town of Ipswich or the Secretary of Environmental Affairs, or both and, if it is so recorded, shall be re-recorded when such approvals have been obtained. Such approvals shall be effective as of and shall relate back to the date of this instrument.

10. Transfer Stamps. There is no consideration for this Conservation Restriction. No Massachusetts documentary or transfer stamps are required.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand and seal this 19 day of JANUARY, 1990.

Jane C. Goodale
JANE C. GOODALE

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS.

January 19, 1990

Then personally appeared before me the above named JANE C. GOODALE, and acknowledged the foregoing instrument to be her free act and deed, before me.

James R. Cunningham
Notary Public
My Commission Expires:
July 26, 1993

ACCEPTANCE OF RESTRICTION

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

Date: 27 April, 1990

Essex County Greenbelt Association, Inc.

By: [Signature]

Its: Vice President
hereunto duly authorized

APPROVAL BY SELECTMEN

We, the undersigned, being a majority of the Board of Selectmen of the Town of Ipswich, Massachusetts, hereby certify that we approve the foregoing Conservation Restriction pursuant to Chapter 184, Section 32, of the General Laws.

4/23, 1990
Date

[Signature]
[Signature]
[Signature]

APPROVAL BY SECRETARY

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

9/19, 1990
Date

[Signature]
Secretary, Executive Office of Environmental Affairs

EXHIBIT A TO CONSERVATION RESTRICTION

A certain parcel of land situate on the Easterly side of a way, which leads Southerly from Argilla Road in Ipswich to the dwelling now or formerly of Susan B. Goodale, and bounded on all sides by land of Susan B. Goodale, Trustee of The Robert L. Goodale Land Trust, and is bounded: Westerly 219 feet and 99 feet: Northerly 401 feet; Easterly 154 feet; Southerly 362 feet; be all of said measurements more or less.

The above described land is shown the plan entitled "Plan Showing Boundary Line Agreement Between Robert L. Goodale and Kenneth A. MacLeod and Land of Robert L. Goodale to be Conveyed to Jane C. Goodale, Ipswich, Mass." and recorded with Essex South District Registry of Deeds, Plan Book 122, Plan 71, and being the parcel on said Plan marked "Robert L. Goodale to Jane C. Goodale" with an area of 86,750 square feet, more or less, which shows the Southwest corner as being marked by a 12" oak tree, and the Southeast corner being an angle in the stone wall at land of Robert L. Goodale.

Being the premises described in deed of Robert L. Goodale, dated March 16, 1972, recorded in said Registry, Book 5850, Page 252.

Excluded for the purpose of this Conservation Restriction is a parcel of land, being a circle with a radius of 100 feet from a point at the Southwesterly corner of the existing dwelling.