

CONSERVATION RESTRICTION

From

**Boston Hill Development, LLC**

To

**Town of North Andover**

125  
**BOSTON HILL DEVELOPMENT, LLC**, with an address at 100 Andover Bypass, Suite 300, North Andover, Massachusetts 01845, (hereinafter, together with successors in title to any or all of the Premises as hereinafter defined, called the "Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the General Laws of Massachusetts, grants, with QUITCLAIM COVENANTS, to the **TOWN OF NORTH ANDOVER**, a Massachusetts municipal corporation in the Commonwealth of Massachusetts, acting by and through its Conservation Commission, having a mailing address at 400 Osgood Street, North Andover, Massachusetts 01845 (hereinafter together with its successors and permitted assigns called the "Grantee"), in perpetuity and exclusively for conservation purposes, the following described Conservation Restriction, (hereinafter called the "Restriction") on a parcel of land adjacent to Route 114 (also known as Turnpike Street) and located across from Johnson Street, North Andover, Massachusetts, constituting approximately 18.74 acres of a 33.35 acre parcel of land, and shown as 'Open Space Parcel A' on Sheet 23 of 25 of the plans prepared by Marchionda & Associates, L.P., dated June 20, 2001 and last revised April 12, 2002, entitled "Boston Hill an Age-Restricted Community Located in North Andover, Massachusetts" consisting of Sheet 1 through 25 and L1 through L4 ("the Plans"). This Restriction is being established pursuant to

NOT RECORDED

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023485

the conditions set forth in the Town of North Andover's Notice of Decision, dated May 15, 2002, allowing a Special Permit for Site Plan Review ("Special Permit") for the construction of 96 age restricted town homes. The 18.74 acre Open Space Parcel A shall hereinafter be referred to as the "Premises". Said Sheet 23 of 25 is attached hereto as Exhibit A and hereinafter referred to as the "Open Space Plan". For Grantor's title see deed of Boston Hill Ski Area Inc. to Boston Hill Development, LLC, dated January 2, 1998, and recorded with the Essex North District Registry of Deeds at Book 4932, Page 127.

Purpose. 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 Restriction is to assure that the Premises will be retained in perpetuity, predominantly in its natural, scenic and wooded or open condition, as the case may be; to permit public access solely along delineated trails as shown on the Open Space Plan for the purposes of passive, non-motorized outdoor recreation; and to prevent any use of the Premises that will significantly impair or interfere with the conservation values of the Premises. The conservation of the Premises will yield a significant public benefit because there will be public recreational access to a portion of the Premises and there will be a preservation of the natural features of the Premises.

The terms of this Restriction are as follows:

A. Prohibited Acts and Uses. Subject to the reserved rights and exceptions set forth in Paragraph B below, the following acts and uses are expressly prohibited on the Premises:

- (1) Constructing, placing, or allowing to remain, any building, tennis court, mobile home, swimming pool or other recreational structure or equipment, asphalt or concrete pavement, sign, fence, wall, billboard or other advertising display, antenna or satellite dish, utility pole, tower, conduit, line or other temporary or permanent structure on, under or above 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;
- (3) Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, hazardous waste, radioactive waste, or the installation of aboveground or underground storage tanks or other substances or material whatsoever;
- (4) Cutting, removing or otherwise destroying trees, shrubs or other vegetation;
- (5) Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, archeological conservation, wildlife conservation or soil conservation;
- (6) The use of motorcycles, motorized trail bikes, snowmobiles and all other motor vehicles, but excepting motorized wheelchairs;
- (7) Any other use of the Premises or activity thereon which is inconsistent with the purpose of this Restriction or which would materially impair other significant conservation interests unless necessary for the protection of the conservation interests that are the subject of this Restriction;
- (8) Conveyance of a part or portion of the Premises alone or the division or subdivision of the Premises (as compared to conveyance of the Premises in their entirety which shall be permitted);
- (9) Use and enjoyment by the general public of the Premises outside of use of the trails (and six parking spaces adjacent thereto) as shown on the Plans unless invited by residents of the Boston Hill Condominium.

B. Reserved Rights and Exceptions to Otherwise Prohibited Acts and Uses. All acts and uses by Grantor not prohibited in Paragraph A are permissible but only if such uses and activities do not materially impair the purpose of this Restriction or other conservation interests, provided, however, that the Grantor and Grantee agree and acknowledge that the construction (and maintenance, repair or replacement) of the improvements shown on the Plans or allowed by the permits or approvals obtained by the Grantor, or its successors and assigns, does not impair

the purpose of this Restriction or other significant conservation interests and is therefore allowed. The Grantor reserves to itself and its heirs, devisees, legal representatives, successors and assigns all other customary rights and privileges of ownership including the right to conduct or permit the following activities on the Premises otherwise prohibited in Paragraph A:

- (1) All uses and structures shown on the Plans, such as, for example, drainage purposes, grading, storm water management systems;
- (2) Construction and maintenance and repair or replacement of all improvements as shown on the approved Plan or which is allowed by the terms of the permits or approvals;
- (3) Installation, repair, maintenance and replacement of all utilities;
- (4) The use of the Premises for passive recreation including, but not limited to, walking, and outdoor activities which do not alter the landscape or degrade the environmental quality and do not involve motorized vehicles or equipment (except for motorized wheelchairs which shall be permitted);
- (5) The erection, maintenance and replacement of signs to identify the interest of the Grantor in the Premises, regulatory signs which, consistent with the terms of this Restriction, Grantor may deem necessary or desirable, and regulatory signs which Grantee may deem necessary or desirable pursuant to Paragraph E of this Restriction; provided, however, that all such signs shall be the minimum size reasonably necessary to accomplish the aforesaid purposes;
- (6) Consistent with the purposes of this Restriction, with an emphasis on the preservation of the present natural condition of the Premises, (i) the planting of native and noninvasive trees, (ii) selective pruning and cutting to prevent, control or remove hazards, disease or insect damage or to prevent fire, and (iii) the removal of exotic plants, bushes and trees, all of the forgoing items (i) through (iii) to be done only after approval by Grantee. All reasonable efforts will be taken to minimize collateral damage to the Premises arising out of such activities;
- (7) Archaeological investigation and the conduct of archaeological activities, including, without limitation, survey excavations and artifact retrieval, following submission of an archaeological investigation plan and its approval by the Grantee and the Grantor and the State Archaeologist of the Massachusetts Historical Commission or appropriate successor;

- (8) The cutting of grass in the open areas of the Premises and the cutting and removal of brush, trees and other plant growth which intrude on the open area of the Premises. Nothing in this paragraph shall impose or be deemed to impose on the Grantor any obligation to mow or otherwise keep such fields clear of brush or trees;
- (9) The de minimus use of motor vehicles reasonably necessary in exercising any of the reserved rights in this paragraph B, or as required by police, firemen or other governmental agents in carrying out their lawful duties;
- (10) The construction and maintenance of the trail system shown shown on the Plans as required by the Special Permit and as set forth on Exhibit A;
- (11) The Grantor may remove any tree that poses immediate danger to any of the permitted structures, personal property, utility poles or members of the Boston Hill Condominium. Such removal may be done without prior consent from Grantee provided that such emergency removal is reported to the Grantee promptly thereafter.

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

C. Legal Remedies of the Grantee. The rights hereby granted shall include the right to enforce this 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 such violation complained of (it being agreed that Grantee may have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to Grantee. Grantor covenants and agrees to

reimburse Grantee for all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Restriction or in taking reasonable measures to remedy or abate any violation.

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

By its acceptance of this Restriction, Grantee does not undertake any liability or obligation relating to the condition of the Premises including with respect to compliance with hazardous materials or other environmental laws and regulations.

Any forbearance or election by Grantee as to the manner and timing of its right to enforce this Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

D. Acts Beyond Grantor's Control. Nothing contained in this Restriction shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Premises resulting from causes beyond Grantor's control, including, but not limited to, fire, flood, storm and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises from such causes. Notwithstanding this provision, Grantor and Grantee agree that it is desirable that they will cooperate in efforts to develop and implement a reasonable and feasible plan to mitigate damages.

E. Access. Grantor hereby grants to Grantee and its representatives the right to enter the Premises (a) at reasonable times and in a reasonable manner for the purpose of inspecting the same to determine compliance herewith and (b) after 30 days prior written notice, to take any and all actions with respect to the Premises at the Grantor's cost as may be necessary or appropriate, with or without order of a court of competent jurisdiction, to remedy, abate or otherwise enforce any violation hereof.

Grantor further grants to Grantee and to the general public access during daylight hours (sun up to sun down) the right to park on the six parking spaces accessory to the hiking trail, and shown on Pages 6, 8, 16, and L 1 of the Plans, the right to pass and repass on the hiking trail located on the Premises for purposes of walking and other passive outdoor recreational activities not involving the use of motorized vehicles (except for motorized wheelchairs which shall be permitted) subject to the following conditions:

- (1) No fires will be permitted;
- (2) Alcoholic beverages may not be brought onto or consumed on the Premises;

- (3) Smoking is prohibited;
- (4) No glass containers may be brought on the Premises;
- (5) Littering of the Premises is prohibited;
- (6) The Grantee may not promote, sponsor, permit or suffer organized events or gatherings of any kind on the Premises, including, without limitation, concerts, rallies, meetings, demonstrations or the like;
- (7) The use or operation of motorized or engine driven vehicles of any kind on the Premises by members of the general public is prohibited except for utilization of the six parking spaces designed on Exhibit A, and motorized wheelchairs, but nothing in this Restriction will be deemed to impose on the Grantee an obligation to make the Premises handicap accessible;
- (8) There will be no public access to the Premises during nondaylight hours.

However, and notwithstanding the foregoing, Grantee shall have the right at any time, and from time to time, to further regulate and limit such purposes for which the public may use the hiking trail and the six accessory parking spaces located on the Premises, and to otherwise regulate public use of the hiking trail located on the Premises. The provisions of G.L. Chapter 21, Section 17C, as same may be from time to time amended, shall be applicable to any use of the Premises by the public.

F. Extinguishment. Grantor and Grantee agree that the grant of this Restriction gives rise for purposes of this paragraph to a real property right, immediately vested in Grantee, with a fair market value determined by multiplying the current fair market value of the Premises unencumbered by this restriction (minus any increase in value attributable to improvements made after the date of this grant) by the ratio of the value of this Restriction at the time of this



grant, to the value of the Premises, without deduction for the value of this Restriction, at the time of this grant. For the purposes of this paragraph, said ratio shall remain constant over time.

If circumstances arise in the future such as to render the purposes of this Restriction impossible to accomplish, this Restriction can only be terminated or extinguished, whether in whole or in part, by written agreement of the Boston Hill Condominium and the grantee or by judicial proceedings in a court of competent jurisdiction. If any change in conditions ever gives rise to extinguishment or other release of this 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 equal to its fair market value as set forth in the preceding paragraph, subject, however, to any applicable law which expressly provides for a different disposition of proceeds.

If all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then Grantor and Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by Grantor and Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between Grantor and Grantee in shares equal in proportion to the aforementioned ratio (though if a less-than-fee interest is so taken, the proceeds shall be equitably allocated according to the nature of the interest taken).

Any proceeds received by Grantor and Grantee under either of the foregoing paragraphs shall be used as a continuing trust in a manner consistent with its conservation purposes and the general conservation purpose set forth herein in accordance with G.L. Chapter 44, Section 63.

G. Assignability. The burdens of this Restriction shall run with the Premises and shall be enforceable against Grantor in perpetuity. Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Restriction.

The benefits of this Restriction shall be in gross and shall not be assignable by Grantee, except in the following instances from time to time: (i) as a condition of any assignment, Grantee requires that the purpose of this Restriction continue to be carried out, (ii) the assignee, at the time of assignment, qualifies under Section 170(h) of the Internal Revenue Code 1986, as amended, and applicable regulations thereunder, and under G.L. Chapter 184, Section 32 as an eligible donee to receive this Restriction directly, and (iii) the Grantee complies with the provisions required by Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts.

H. Subsequent Transfers. Grantor agrees to incorporate by reference the terms of this Restriction in any deed or other legal instrument by which Grantor conveys any interest in the Premises, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. Failure of Grantor to do so shall not impair the validity of this Conservation Restriction or limit its enforceability in any way nor impose any liability upon Grantor.

I. Termination of Rights and Obligations. Notwithstanding anything to the contrary contained herein, the rights and obligations under this Conservation Restriction of any party holding any interest in the Premises shall terminate upon transfer of that party's interest, except that liability for acts or omissions occurring prior to transfer, and liability for the transfer itself if the transfer is in violation of this Restriction, shall survive the transfer.

J. Estoppel Certificates. Upon request by Grantor, Grantee shall within forty-five (45) days execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance with any obligations of Grantor contained in this Restriction, and which otherwise evidences the status of this Restriction as may be requested by Grantor.

K. Notice and Approval. Whenever notice to or approval by either Grantor or Grantee is required under the provisions of this Restriction, the party required to give such notice or which is seeking approval ("the notifying party") shall give written notice to the other party ("the receiving party") not less than sixty (60) days prior to the date such notifying party 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 receiving party to make an informed judgment as to its consistency with the purposes and provisions of this Restriction. Where the receiving party's approval is required, the receiving party shall, within sixty (60) days of receipt of the notifying party's request, grant or deny its approval in writing. Failure of the receiving party to respond in writing within said sixty (60) days shall be deemed to constitute approval by the receiving party of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after the passage of time.

L. Effective Date. This Restriction shall be effective when it has been executed by the Grantor, accepted by the Grantee, approved by the Selectmen of the Town of North Andover and the Secretary of Environmental Affairs of the Commonwealth of Massachusetts, and recorded in the North Essex Registry of Deeds in a timely manner.

M. Limitation on Amendment. If circumstances arise under which an amendment to or modification of this Restriction would be appropriate, subject to the requirements of Article 97 of the amendments to the Constitution of the Commonwealth of Massachusetts, Grantor and Grantee may, by mutual written agreement, jointly amend this Restriction; provided that no amendment shall be made that will adversely affect the qualifications of the Restriction or the status of Grantee under any applicable laws, including Section 170 (h) of the Internal Revenue Code and Sections 31-33 of Chapter 184 of the General Laws of Massachusetts. Any such amendment shall be consistent with the purposes of this Restriction, shall not affect its perpetual duration, shall not permit residential or commercial development of the Premises, and shall not permit any material impairment of the conservation values of the Premises. Any such amendment shall be recorded in the North Essex Registry of Deeds, after all approvals required by law have been obtained, including the Secretary of Environmental Affairs. Nothing in this paragraph shall require Grantor or Grantee to agree to amend or to consult or negotiate regarding any amendment.

N. Merger. No future assignment of Grantor's or Grantee's interest in the Premises or future acquisition of any additional interest in the Premises by Grantor or Grantee shall cause this Restriction to merge with the fee or have the effect of causing any of the terms hereof to be rendered unenforceable by reason of the so-called "doctrine of merger." The Grantor and Grantee shall make every attempt to ensure that a merger does not occur, including reserving a right in the deed to grant a Restriction with the same purposes and provisions as this Restriction. In the event that a court of competent jurisdiction finds that a merger has or will occur, the terms

contained within this Restriction shall be deemed incorporated into the deed unless or until a Restriction is re-granted to an eligible Sec. 32 holder.

O. Pre-existing rights of the Public. Approval of this Restriction pursuant to G.L. Chapter 184, Section 32 by any municipal officials and by the Secretary of the Executive Office of 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 this grant of this Restriction.

P. Miscellaneous.

a. Controlling Law. The interpretation and performance of this 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 Restriction shall be liberally construed in favor of the grant to effect the purpose of this Restriction and the policy and purpose of G.L. Chapter 184, Sections 31-33. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this 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 Restriction shall to any extent be held invalid, the remainder shall not be affected.

d. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Restriction and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Restriction, all of which are merged herein.

e. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

No documentary stamps are required, as this Restriction is a gift.

Executed under seal this 13 day of June, 2006.

[Signature]  
Grantor

**COMMONWEALTH OF MASSACHUSETTS**

Essex ss.

June 13, 2006

On this 13 day of June, 2006, before me, the undersigned notary public, personally appeared Anthony M. Masi as Manager for Boston Hill Development, LLC, a corporation, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

[Signature]  
Notary Public

My commission expires: 2-8-2013

ACCEPTANCE OF GRANT

We, the undersigned, being a majority of the Conservation Commission of the Town of North Andover, Massachusetts, hereby certify that a meeting duly held on 5/24/06, 2006 the Commission voted to accept the foregoing Conservation Restriction to the Town of North Andover pursuant to G.L. Chapter 184, Section 32 and G.L. Chapter 40, Section 8C.

CONSERVATION COMMISSION

[Signature]  
Scott Masse, Chair

[Signature]  
John [unclear]

[Signature]  
Reynold A. [unclear]

COMMONWEALTH OF MASSACHUSETTS

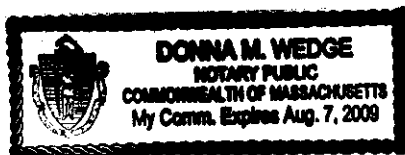
\_\_\_\_\_, ss.

5/24, 2006

On this 24<sup>th</sup> day of MAY, 2006, before me, the undersigned notary public, personally appeared the above-named persons, Conservation Commission of the Town of North Andover, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public: Donna M. Wedge

My commission expires: 8/7/2009



APPROVAL OF SELECTMEN

We, the undersigned, being a majority of the Selectmen of the Town of North Andover, Massachusetts, hereby certify that at a meeting duly held on June 12, 2006 the Selectmen voted to approve the foregoing Conservation Restriction to the Town of North Andover pursuant to G.L. Chapter 184, Section 32 and G.L. Chapter 40, Section 8C.

BOARD OF SELECTMEN

Primo Connelly Smedile  
Thomas Vaccaro dello  
[Signature]  
James M. Kinakis  
[Signature]

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

June 12, 2006

On this 12 day of June, 2006, before me, the undersigned notary public, personally appeared the above-named persons, Selectmen of the Town of North Andover, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Adelle J. Johnson  
Notary Public

My commission expires: Dec 29, 2011



APPROVAL BY SECRETARY OF ENVIRONMENTAL AFFAIRS  
COMMONWEALTH OF MASSACHUSETTS

The undersigned, Secretary of the Executive Office of Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction to the Town of North Andover has been approved in the public interest pursuant to G.L. Chapter 184, Section 32.

Date: 6/28, 2006

Joseph E. Pritchard  
Secretary of Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

[Signature], ss.

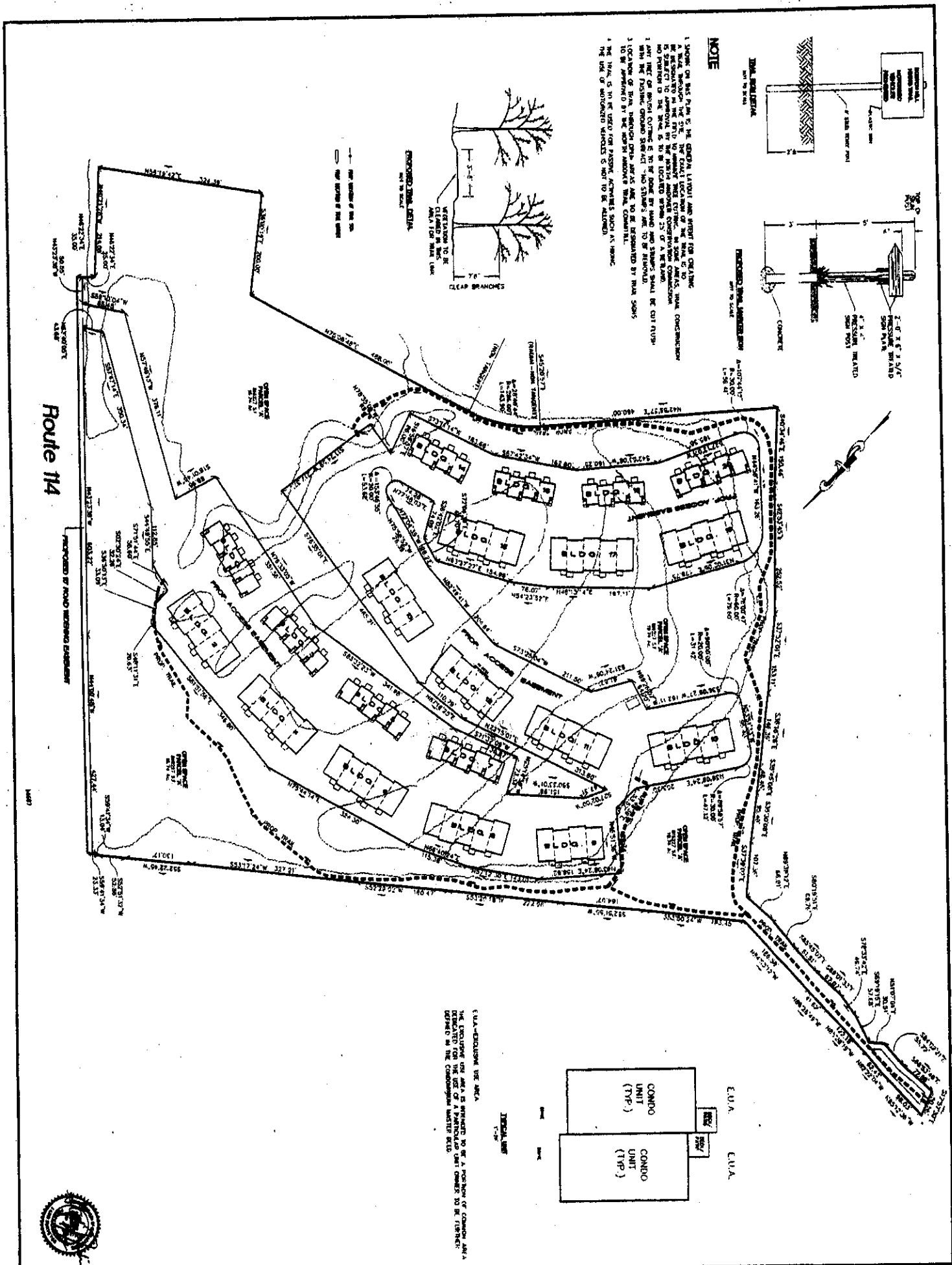
June 28, 2006

On this 28<sup>th</sup> day of June, 2006, before me, the undersigned notary public, personally appeared Joseph E. Pritchard, Secretary of Environmental Affairs of The Commonwealth of Massachusetts, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

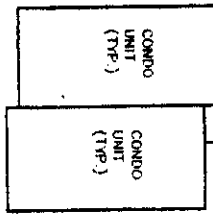
[Signature]  
Notary Public

My commission expires: 12/15/2011

EXHIBIT A  
CONSERVATION RESTRICTION



CUDA-DEVELOPER USE ONLY.  
THIS EXCLUSIVE USE AREA IS RESERVED TO BE A PORTION OF COMMON AREA.  
THE EXCLUSIVE USE AREA IS NOT TO BE CONSIDERED AS A PORTION OF THE COMMON AREA.  
THE EXCLUSIVE USE AREA IS NOT TO BE CONSIDERED AS A PORTION OF THE COMMON AREA.



**OPEN SPACE PLAN**  
**BOSTON HILL**  
NORTH ANDOVER, MA  
Prepared For  
**MESITI DEVELOPMENT GROUP**  
100 ANDOVER BY-PASS  
NORTH ANDOVER, MA 01845

**Marchionda**  
& Associates, LP  
Professional Land  
Planning Consultants

67 Myrtle Avenue  
Suite 1  
North Andover, MA 01845  
Tel: (781) 438-6121  
Fax: (781) 438-8654  
Email: engineering@marcchionda.com  
Website: www.marcchionda.com  
N. YOUNG/VERNON/STEVENS  
DATE: 12/28/09  
OPEN SPACE PLAN  
SCALE: 1"=80'  
SHEET 01 OF 08

APPROVED BY THE  
TOWN OF NORTH ANDOVER  
PLANNING BOARD

DATE

REGISTRY USE ONLY

DATE	DESCRIPTION	BY
1/28/09	1"=80' REVISIONS	1
12/28/09	PL. BS. & CON. CON. REVISIONS	1
1/14/10	PL. BS. & CON. CON. REVISIONS	1
1/28/10	PL. BS. & CON. CON. REVISIONS	1
1/28/10	REDUCED DENSITY	1

DATE	DESCRIPTION	BY
1/28/09	1"=80' REVISIONS	1
12/28/09	PL. BS. & CON. CON. REVISIONS	1
1/14/10	PL. BS. & CON. CON. REVISIONS	1
1/28/10	PL. BS. & CON. CON. REVISIONS	1
1/28/10	REDUCED DENSITY	1

Exhibit B

to

Conservation Restriction

from

Boston Hill Development, LLC

to

Town of North Andover

The Premises, as defined in and subject to, the aforesaid Restriction is located on a parcel of land adjacent to Route 114 (also known as Turnpike Street) and located across from Johnson Street, North Andover, Massachusetts, constituting approximately 18.74 acres of a 33.35 parcel of land, and shown as 'Open Space Parcel A' on Sheet 23 of 25 of the plans prepared by Marchionda & Associates, L.P., dated June 20, 2001 and last revised April 12, 2002, entitled "Boston Hill an Age-Restricted Community Located in North Andover, Massachusetts" consisting of Sheet 1 through 25 and L1 through L4. Said Sheet 23 of 25 is attached hereto as Exhibit A.

The Premises are a portion of the premises conveyed to the Grantor by deed from Boston Hill Ski Area, Inc. to Boston Hill Development, LLC dated January 2, 1998 and recorded with North Essex Registry of Deeds at Book 4932, Page 127.

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