

Grantor: The Center Realty Trust of North Andover
Grantee: Town of North Andover
Address of Premises: Academy Road, North Andover
For title see: Essex North District Registry of Deeds Book 890, Page 349, ~~Book~~
~~herewith~~ ~~Page~~ _____, and Book 13904, Page 125

CONSERVATION RESTRICTION
To
THE TOWN OF NORTH ANDOVER

I. GRANTOR CLAUSE

Charles A. Salisbury, Benjamin C. Osgood and Donald R. Elliott, as Trustees of **THE CENTER REALTY TRUST OF NORTH ANDOVER** a Massachusetts nonprofit 501(c)(2) corporation, with an address of P.O. Box 876, North Andover, Massachusetts 01845, being the sole owner, for its successors and assigns (herein after "Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws ("M.G.L."), hereby grant, with quitclaim covenants, to the **TOWN OF NORTH ANDOVER**, a municipality organized under the laws of the Commonwealth of Massachusetts with its usual place of business located at 120 Main Street, North Andover, Massachusetts 01845, acting by and through its Conservation Commission, acting by authority of M.G.L c.40, sec.8C its permitted successors and assigns (hereinafter "Grantee"), for consideration paid of Five Hundred Seventy Thousand (\$570,000.00) Dollars, in perpetuity and exclusively for Conservation Purposes, the following Conservation Restriction on three parcels of land on Academy Road, identified herein as Lot A, Lot C2 and D and Lot 1B-B2, containing in total approximately 4.25 acres, and located in the Town of North Andover, Essex County, Massachusetts (hereinafter referred to as the "Premises"), all as described as the following and as shown on "Sketch Showing Academy Road CR", attached hereto as **Exhibit A:**

1. Lot A: A parcel of land at 1 Academy Road, shown as Parcel A on a Plan of Land recorded at the North Essex Registry of Deeds as Plan No. 3774, attached hereto as **Exhibit B** "Plan Showing Lot A". For title to the property see Deed recorded at Book 890, Page 349.
2. Lot C2 and D: Two parcels of land on the west side of Academy Road shown as Lot C2 and Lot D. Lot C2 consists of 8,265 square feet and is shown on a Plan of Land recorded at the Essex North District Registry of Deeds as Plan No.: 12985, and attached hereto as **Exhibit C** "Plan Showing Lot C2 and D". For title see Deed recorded at Essex North District Registry of Deeds at ~~Book~~ he new th, Page 125. Lot D consists of 32,432 square feet and is shown on a Plan of Land recorded at the Essex North District Registry of Deeds as Plan No.: 12985. For title see Deed recorded at Essex North District Registry of Deeds at Book 13904, Page 125.
3. Lot 1B-B2: A parcel of land on Academy Road, and formerly part of 140 Academy Road, containing approximately 27,359 square feet of land and shown as Lot 1B-B2 and shown on a Plan of Land recorded with Essex North District Registry of Deeds as Plan No.: 17151 attached hereto as **Exhibit D** "Plan Showing Lot 1B-B2". For title see Deed recorded at Essex North District Registry of Deeds at Book 13904, Page 125.

II. PURPOSES

This Conservation Restriction is defined in and authorized by M.G.L. c.184, sec. 31-33 and otherwise by law. It's purpose is to assure that the Premises will be retained in its current natural, scenic, undeveloped condition in perpetuity for Conservation Purposes and to prevent any use of the Premises that will significantly impair or interfere with its conservation values. The granting and acceptance of this Conservation Restriction is in accordance with the Town Meeting vote on May 20, 2014 to expend M.G.L. c.44B Community Preservation Act funds to acquire a Conservation Restriction on the Premises. Certified copies of the Town Meeting vote are attached hereto as **Exhibit E**. The protected conservation values and the public benefits resulting from the protection of

the Premises in the manner provided in this Conservation Restriction include the following, without limitation:

- A. **Preservation of Scenic Views and Vistas.** The fields and woodlands on the Premises offer broad scenic views to the passing public and are integral to the surrounding landscape. This Conservation Restriction protects these vistas and helps ensure the integrity of the Academy Road landscapes; and
- B. **Protection of Historic Landscape.** The Premises are an integral part of the North Andover Old Center Historic District, an area of homes, a church, and other historic properties most of which are listed on the National and State Historic Register. This Conservation Restriction insures that a major portion of the Historic District fabric will remain intact.
- C. **Protection of Ecological, Educational and Recreational Values.** The Premises provide significant ecological, habitat, outdoor educational, and recreational values in its undeveloped state as a natural area that has not been subjected to development, and with its proximity to contiguous permanently protected land. This Conservation Restriction protects the undeveloped nature of the Premises preserving these benefits in perpetuity.
- C. **Furtherance of Government Policy.** Protection of the Premises furthers the Town of North Andover's 2010 Open Space and Recreation Plan, including fulfilling recommendations to Preserve Historic Landscapes and Other Historic Resources and to Protect Scenic Hilltops, Landscapes, and Farmland.

Therefore, in order to preserve the Premises in perpetuity in its present natural, scenic, and open condition, the Grantor conveys to the Grantee a perpetual Conservation Restriction within the meaning of M.G.L. c. 184, sec. 31 et. seq., as amended. In order to describe the present condition of the Premises the Grantor and the Grantee agree that all man-made structures, boundaries, and natural features existing on the Premises at the time of execution of this Conservation Restriction, shall be documented in a report to be kept on file in the offices of the Grantor and the Grantee (hereinafter "Baseline Documentation Report"). This Baseline Documentation report shall consist of

documentation that the Grantor and the Grantee collectively agree provides an accurate representation of the condition of the Premises at the time this Conservation Restriction is recorded and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Conservation Restriction. In the event the Baseline Documentation Report is unavailable to establish the current condition of the Premises, or any issue that arises is not covered or not adequately covered in the CR, the Grantor and Grantee reserve the right to establish its current conditions by other means.

III. PROHIBITED AND PERMITTED ACTIVITIES AND USES

The terms of this Conservation Restriction are as follows:

A. Prohibited Activities and Uses. Except as otherwise herein provided, the Grantor shall neither perform nor permit others to perform any of the following acts or uses, which are prohibited, on, above, and below the Premises:

1. Constructing, placing or allowing to remain any temporary or permanent building, structure, facility or improvement, including but not limited to buildings, tennis courts, landing strips or pads, mobile homes, swimming pools, asphalt or concrete pavement, septic systems, roads, signs, fences, billboards or other advertising display, utilities, conduits, poles, antennas (including satellite dishes and cell towers), towers, monopoles, docks, wharfs, or other temporary or permanent structures, facilities, or improvements of any kind on, above or under the ground;
2. Dumping, placing, filling or storing on the Premises of soil, grass clippings, compost, yard debris or other substances, or dumping or placing of vehicle bodies or parts, junk, trash, refuse, solid or chemical waste, unsightly or offensive or any other materials whatsoever, or the installation of underground storage tanks;
3. Cutting, removing, or otherwise destroying trees, grasses, shrubs or other vegetation;
4. Mining, excavating, dredging or removing from the Premises of loam, peat, sand, gravel, soil, rock or other mineral resource or natural;

5. Any industrial, institutional or commercial use;
6. Any use of the Premises for more than *de minimis* commercial recreational activities, as defined in I.R.C. Section 2031(c)(8)(B) and regulations promulgated thereunder or any successor statute or regulation;
7. Use, parking, or storage of motorized or mechanized vehicles of any nature or kind, including but not limited to cars, trucks, motorcycles, trail and mountain bikes, all-terrain vehicles and snowmobiles on the Premises, and the use, landing, or storage of aircraft, helicopters, or similar machines or devices, all except as may be necessary by police, firemen or other governmental agents in carrying out their lawful duties, and except for, where appropriate, motorized or non-motorized wheelchairs for handicap accessibility;
8. Activities detrimental to drinking water protection, wildlife habitat, drainage, flood control, water or soil conservation, scenic qualities, archaeological conservation, or erosion control;
9. The use of the Premises for (a) transferring development rights to any property, whether or not the receiving land is adjacent to the Premises; and (b) calculating permissible lot yield of this or any other land;
10. 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) without the prior written consent of Grantee;
11. Any other use of the Premises or activity that would impair the conservation values unless such use or activity is necessary in an emergency in the opinion of the Grantee and at the Grantee's sole discretion for the protection of the conservation values that are subject to this Conservation Restriction;
12. Any acts or uses which in the opinion of the Grantee and at the Grantee's sole discretion are contrary to the purposes of this Conservation Restriction.

B. Reserved Rights and Exceptions to Otherwise Prohibited Activities and Uses.

Notwithstanding anything contained in Paragraph A, the Grantor reserves the right to conduct or permit the following activities on the Premises provided that such uses and activities do not materially impair the purposes of this Conservation Restriction.

1. **Trails.** Grantor shall have the right to add a trail for passive non-vehicular uses that would help to connect the future parking area, shown as "Potential Parking Area" on Academy Road Plan attached hereto as **Exhibit F** to the cemetery, and/or connect the Premises to other trail networks, provided that the trails do not have a negative effect on the values 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;
2. **Signage.** The erection, maintenance and replacement of a minimal number of signs with respect to (a) the location of boundary lines and trails, (b) permitted and prohibited uses, and (c) interpretive, informational or other similar signs designed to enhance public use;
3. **Recreational and Educational Uses.** Hiking, wildlife observation and other passive, non-motorized outdoor recreational and educational activities, including activities designed to enhance the ecological or natural historical value of the Premises, consistent with the purposes of this Conservation Restriction;
4. **Invasive Species.** The removal of non-native, invasive or nuisance species and the control of species in a manner that minimizes damage to surrounding, non-target species. For the purposes of this Conservation Restriction, the terms "non-native" or "invasive species" shall be defined as a species that is non-native or alien to the ecosystem under consideration, and which is likely to cause economic or ecological harm or harm to human health, including those species on the Massachusetts Prohibited Plant List;
5. **Parking.** Grantor reserves the right to construct a parking area for public use on Lot 1B-B2 within the approximate location shown as "Proposed Future Parking Area" in **Exhibit F**, for use by the public, at Grantor's sole cost and expense.

Grantor shall be responsible for obtaining all necessary permits and constructing the parking lot in a way which does not interfere with the purposes of this Conservation Restriction;

6. Mowing. Grantor shall have the right but not the obligation to allow mowing, haying and removing saplings during non-nesting season, beginning August 1st and running through April 30th each year, in order to maintain the existing open meadows and fields of the Premises, as shown in the Baseline Documentation, provided, however, that such operations are carried out in a manner consistent with sound practices and state and municipal laws.
7. Vegetation Management - In accordance with generally accepted forest management practices, *de minimis* removal of brush and selective pruning, cutting or planting of trees, shrubs and other vegetation to prevent, control or remove hazards, safety issues, disease, and insect or fire damage, and to preserve the present condition of the Premises, all as shown on the Plan or set forth in the Baseline Documentation Report;
8. Drainage Courses. Grantor shall have responsibility, at Grantor's sole cost and expense, for maintaining, operating, repairing, and replacing any and all drainage courses and or drainage easements on Lot A;
9. With the Grantee's written approval, other acts and uses that are consistent with the purposes of this CR, do not materially impair the conservation values of the Premises, and are not explicitly prohibited herein or in violation of any federal, state or local law, statute, regulation, ordinance or code, are permissible;

The exercise of any right reserved by the Grantor or Grantee under this Paragraph B shall be in compliance with the following: (a) then-current building, zoning, planning, and conservation regulations, bylaws or ordinances applicable to the Premises, (b) any special permits or variances pertaining to the Premises, (c) the Wetlands Protection Act (M.G.L. c.131, sec 40 and North Andover Wetland Bylaw), (d) the Massachusetts Endangered Species Act (General Laws Chapter 131A), and (e) all other then-applicable federal, state and local laws and regulations. The inclusion of any reserved right in

Paragraph B of Section II requiring a permit from a public agency merely means that the Grantor or Grantee may have a right to request a permit, and does not deprive the Grantor, Grantee or the Commonwealth of Massachusetts taking a position on whether such permit should be issued.

C. Unspecified Activities and Uses are Prohibited. All acts and uses not expressly permitted in Paragraph B of Section III are prohibited.

D. Notice to and Approval by the Grantee. Whenever notice to or approval by the Grantee is required, the Grantor shall notify the Grantee in writing not less than sixty (60) days prior to the date the Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. The purpose of requiring such notice is to afford the Grantee with an adequate opportunity to ensure that the activities in question are designed and carried out in a manner that is consistent with the purposes of this Conservation Restriction and to monitor their implementation. Where the Grantee's approval is required by the terms of this Conservation Restriction, the Grantee shall grant or withhold its approval in writing within sixty (60) days of receipt of the Grantor's written request therefore. Grantee's approval may be withheld upon a determination by the Grantee at its sole discretion that the action as proposed would be inconsistent with the purposes of this Conservation Restriction.

IV. ACCESS.

A. Access by the Grantee. The Grantee shall have the same rights of the general public as provided herein in Section IV.B to access the premises. In addition, 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 and preventing, abating or remedying any violations thereof. The Grantee shall have the right, but not the obligation, at its sole expense (if not due to the Grantor's actions or violations) to perform any act required to preserve, conserve or

promote the natural habitat of wildlife or plants located on the Premises. 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 and its successors and assigns shall permit the general public to pass and re-pass by foot for purposes of quiet outdoor recreational and educational activities, provided that: (a) any such activity shall be limited to daylight hours only; (b) that all such activities shall be confined to the limits of established trails, and shall not be permitted in the area of Lot 1B-B2 as shown as "No Construction Easement" on the plan in Exhibit D; (c) dogs shall be leashed at all times; (d) no motorized or mechanized vehicles of any kind shall be permitted except 1) in the Proposed Future Parking Area, which shall be open to the public, in Lot 1B-B2, if and when a parking lot is constructed, and 2) where appropriate, motorized or non-motorized wheelchairs for handicap accessibility; (e) no discharge of firearms or trapping; (e) no dumping, waste disposal, or littering of any kind be allowed; and (g) no activity of a commercial nature be allowed.

To the extent permitted by law, the Grantor and the Grantee hereby expressly disclaim any duty to maintain the Premises or warn persons who may enter upon the same. Pursuant to M.G.L. c.21, sec.17c, neither the Grantor nor the Grantee is liable to any member of the public for injuries to person or property sustained by such person while on the Premises in the absence of willful, wanton, or reckless conduct either by the Grantor or the Grantee.

V. 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) and shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee.

B. 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 against third parties.

C. Reimbursement of Costs of Enforcement. The Grantor and the successors and assigns of the Grantor covenant and agree to reimburse the Grantee for all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy or abate any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by the Grantor or determined by a court of competent jurisdiction to have occurred.

D. The Grantee's Disclaimer of Liability. By its acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises not caused by Grantee or its agents, including but not limited to, compliance with hazardous materials or other environmental laws and regulations.

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

F. Acts Beyond the Grantor's Control. Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any action against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. If such an event should occur, the parties agree to cooperate in restoration of the Premises, if desirable and feasible.

VI. SUBSEQUENT TRANSFERS

A. Reference to Conservation Restriction in Future Deeds. The Grantor agrees to incorporate the terms of this Conservation Restriction by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Premises, including without limitation, any leasehold interest or option. Failure to do either shall not impair this Conservation Restriction or its enforceability in any way.

B. Required Notifications of Transfers. The Grantor shall notify the Grantee in writing at least sixty (60) days before conveying the Premises, or any part thereof or interest therein (including a leasehold interest or option). The Grantee shall notify the Grantor in writing at least sixty (60) days before it assigns this Conservation Restriction. Any failure by the Grantor or the Grantee to provide notification as provided for herein shall not invalidate or extinguish this Conservation Restriction or limit its enforceability in any way.

VII. EXTINGUISHMENT.

A. The Grantee's Receipt of Property and Development Rights. The Grantor and the Grantee agree that the sale of this Conservation Restriction gives rise to a property right, immediately vested in the Grantee.

B. 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 judicial proceedings in a court of competent jurisdiction under applicable law and after review and approval by the Secretary of the Executive Office of Energy and Environmental Affairs, and subject to the requirements of Article 97 of the Massachusetts Constitution and the Community Preservation Act.

C. Cooperation Regarding Public Action. Whenever all or any part of the Premises is terminated or extinguished, or any interest therein is taken by public authority under power of eminent domain, or if all or any part of this Conservation Restriction is otherwise extinguished by act of public authority then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and the Grantee, after complying with the requirements of the Community Preservation Act. Any remaining proceeds shall be divided between Grantor and Grantee in accordance with the then proportionate value of the interest extinguished.

D. Continuing Trust after Disposition of Conservation Restriction. The Grantor and Grantee shall use their share of any proceeds received in a manner consistent with this Conservation Restriction, subject to the requirements of any gift, grant or funding source.

VIII. BINDING EFFECT; INTERPRETATION

A. Running of the Benefit. The benefits of this Conservation Restriction shall run to the Grantee, shall be deemed to be in gross and the Grantee and its successors and assigns shall have the right, with prior notice to the Grantor to assign its interests herein, 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 donee of a conservation restriction as set forth in M.G.L. c.184, sec. 32, 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 that the provisions of Article 97 of the Massachusetts Constitution are complied with, if applicable.

B. Running of the Burden. The burdens of this Conservation Restriction shall be deemed to run with the Premises in perpetuity, shall be enforceable in perpetuity against

the Grantor, its successors or assigns, in title to the Premises, and any person holding any interest therein, by the Grantee.

C. Termination of Rights and Obligations. Notwithstanding anything to the contrary contained herein, the rights and obligations under this Conservation Restriction of any party holding any interest in the Premises shall terminate upon transfer of that party's interest in the Premises, except for Liability for acts or omissions occurring prior to any transfer and liability for any transfer in violation of this Conservation Restriction shall survive the transfer. Any new owner may be held responsible for violations existing during their ownership.

D. 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, which include the following:

- a. Restriction that the ditch on Lot A shall be kept open at all times as set forth in Deed from Francis B. Kittredge to Caroline S. Rogers, Francis B. Kittredge and John B. Osgood, as they are trustees of The Center Realty Trust under Agreement and Declaration of Trust dated January 13, 1959, said Deed dated March 25, 1959, recorded in Book 890, Page 349 (encumbers Lot A) as shown in **Exhibit B**.
- b. Order of Conditions, DQE File No. 242-334, issued by the North Andover Conservation Commission, acknowledged January 29, 1986, recorded in Book 2143, Page 9 (Encumbers Lot 1B-B2) and attached hereto as **Exhibit G**.
- c. Order of Conditions, DEQE File No. 242-490, issued by the North Andover Conservation Commission, acknowledged March 29, 1989, recorded in Book 3369, Page 318 and as extended by Extension Permit, acknowledged February 25, 1992, recorded in Book 3447, Page 29 (Encumbers Lot 1B-B2), and attached hereto as **Exhibit H**.
- d. Landscape easement as set forth in Deed from Robert Dale Stevens to The North Parish of North Andover, Unitarian Universalist North Andover, Massachusetts, F/K/A The North Parish of North Andover, and A/K/A The North Parish Universalist Church of North Andover dated February 28,

2014, recorded in Book 13811, Page 175 (Encumbers Lot 1B-B2) and attached hereto as **Exhibit I**.

- e. Easement for fence as set forth in Easement from Center Realty Trust to David C. Pikul and Kimberly C. Pikul of 135 Academy Road, North Andover, dated February 4, 2015, and recorded in Book _____ Page _____ (Encumbers Lot D) and attached hereto as **Exhibit J**.
- f. Use and View easement as set forth in Deed of Easements from Center Realty Trust to Bradford B. Wakeman and Wendy D. Wakeman of 140 Academy Road, North Andover dated February 5, 2015, recorded in Book _____, Page _____ (Encumbers Lot 1B-B2) and attached hereto as **Exhibit K**.

E. Pre-Existing Rights of the Public. The approval of this Conservation Restriction by municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or nonexistence of any pre-existing rights of the public; if any, in and to the Premises. Any pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

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

G. Effective Date. This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the Administrative Approvals required by M.G.L. c.184, sec.32 have been obtained, and it has been recorded in the appropriate Essex Registry of Deeds. The Grantee shall record this instrument in a timely manner in the appropriate Essex Registry of Deeds.

H. Controlling Law. The interpretation of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

I. Liberal Construction; Severability. Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect its conservation purposes and the policies and purposes of M.G.L. Chapter 184, Sections 31-33. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Restriction that would render it valid shall be adopted over any interpretation that would render it invalid. If any provision or condition of this Conservation Restriction or the application thereof to any person or circumstance shall be declared invalid, the remainder of the provisions of this Conservation Restriction shall not be affected thereby.

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

K. 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 an eligible non-fee owner ensure that merger does not occur, and that this Conservation Restriction continues to be enforceable by a non-fee owner.

L. Notices. Any notice, demand, request, consent, approval, or other communication that either party desires or is required to give pursuant to this Conservation Restriction is deemed delivered upon receipt and shall be in writing and delivered by hand, by facsimile or by first class mail and addressed as follows:

To Grantor:	Trustees of Center Realty Trust P.O. Box 876 North Andover, MA 01845 Phone: centerrealtytrust@verizon.net
With a copy to:	Morris, Rossi & Hayes 32 Chestnut Street Andover, MA 01810 Phone: 978-475-1300

To Grantee: Fax: 978-474-0478
 The Town of North Andover
 Attn: Conservation Commission
 1600 Osgood Street, Building 20, Suite 2-36
 North Andover, MA 01845
 Phone: 978-688-9530
 With a copy to: The Town of North Andover
 Attn: Board of Selectmen
 Town Hall, 120 Main St
 North Andover, MA 01845
 Phone: 978-688-9510
 With a copy to: Urbelis & Fieldsteel
 155 Federal Street,
 Boston, MA 02110
 Phone: 617-338-2200
 Fax: 617-338-0122

Or to such other address as is reasonably ascertainable

VIII. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall within sixty (60) days execute and deliver to the Grantor any document requested, including an estoppel certificate, which certifies the Grantor's compliance with any obligation of the Grantor contained in this Conservation Restriction, and which otherwise evidences the status of this Conservation Restriction.

Attached hereto and incorporated herein are the following:

Signatures:

Grantor: Center Realty Trust
 Grantee: Town of North Andover Conservation Commission
 Acceptance and Approval: North Andover Board of Selectmen
 Approval: Secretary of the Department of Energy and Environmental Affairs

Exhibits:

Exhibit A – Sketch Plan showing Premises and Old Center Historic District
 Exhibit B – Deed and Plan for Lot A
 Exhibit C – Deed and Plan for Lot C2 and D
 Exhibit D – Deed and Plan for Lot 1B-B2
 Exhibit E – Certified Town Meeting Vote
 Exhibit F – Plan showing Potential Parking Area
 Exhibit G - Order of Conditions, DQE File No. 242-334
 Exhibit H - Order of Conditions, DEQE File No. 242-490 and Extension
 Exhibit I – Landscape Easement
 Exhibit J – Fence Easement

EXECUTED as an instrument under seal in multiple counterparts as of the 25 day of February, 2015.

GRANTOR:

THE CENTER REALTY TRUST

a Massachusetts nonprofit 501c2 corporation

By: Charles A. Salisbury, Trustee
 Charles A. Salisbury
 Hereunto duly authorized

By: Benjamin C. Osgood, Trustee
 Benjamin C. Osgood
 Hereunto duly authorized

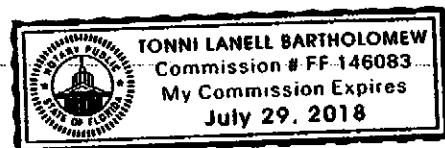
By: Donald R. Elliott - Trustee
 Donald R. Elliott
 Hereunto duly authorized

STATE OF FLORIDA

COUNTY OF SARASOTA; ss.

On this 25th day of February, 2015, before me, the undersigned notary public, personally appeared Charles A. Salisbury as Trustee of the Center Realty Trust, a Massachusetts corporation,, proved to me through satisfactory evidence of identification, which was [my personal knowledge of said person or driver's license], to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she/he signed it voluntarily for its stated purpose Trustee aforesaid.

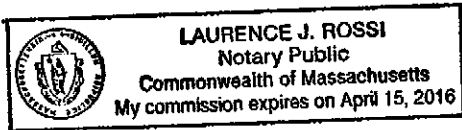
Tonni Lanell Bartholomew
 Notary Public
 My commission expires:




COMMONWEALTH OF MASSACHUSETTS

COUNTY OF ESSEX, ss.

On this 27 day of February, 2015, before me, the undersigned notary public, personally appeared Benjamin C. Osgood as Trustee of the Center Realty Trust, a Massachusetts corporation, proved to me through satisfactory evidence of identification, which was [my personal knowledge of said person or driver's license], to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she/he signed it voluntarily for its stated purpose as Trustee aforesaid.

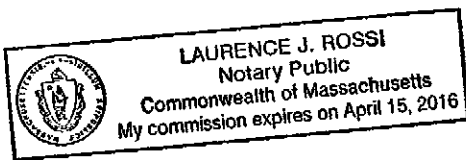



 Notary Public
 My commission expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF ESSEX, ss

On this 27 day of February, 2015, before me, the undersigned notary public, personally appeared Donald R. Elliott as Trustee of the Center Realty Trust, a Massachusetts corporation, proved to me through satisfactory evidence of identification, which was [my personal knowledge of said person or driver's license], 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 as Trustee aforesaid.




 Notary Public
 My commission expires:

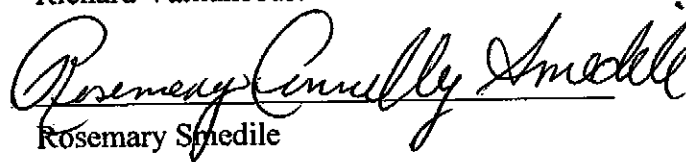
ACCEPTANCE AND APPROVAL OF THE GRANT
TOWN OF NORTH ANDOVER BOARD OF SELECTMEN

The Town of North Andover, acting by and through its Board of Selectmen pursuant to the provisions of M.G.L. Chapter 40, §8C, hereby certify that at a public meeting duly held on March 23, 2015, the Board voted to accept the foregoing Conservation Restriction from The Center Realty Trust of North Andover and approve it in accordance with M.G.L. Chapter 184, §32.

North Andover Board of Selectmen

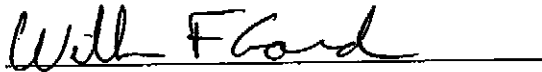


Richard Vaillancourt



Rosemary Smedile

Tracy Watson



William Gordon



Donald Stewart

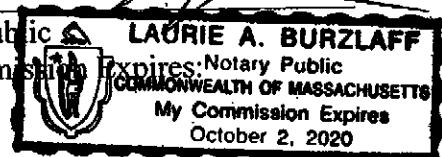
COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

March 23, 2015

On this 23rd day of March, 2015, before me, the undersigned notary public, personally appeared Richard Vaillancourt, personally known to me 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, as Chairman of the Board of Selectmen.

Notary Public
My Commission Expires



ACCEPTANCE OF THE TOWN OF NORTH ANDOVER CONSERVATION COMMISSIONERS

The undersigned, being a majority of the Town of North Andover Conservation Commissioners, hereby certify that at a public meeting duly held on March 11, 2015, the Commission voted to accept the foregoing Conservation Restriction from The Center Realty Trust of North Andover in accordance with M.G.L. Chapter 40 § 8C and M.G.L. Chapter 184 § 32.

EXECUTED as an instrument under seal as of the 11 day of March, 2015.
TOWN OF NORTH ANDOVER
by it's Conservation Commission

Rebecca Dutton

Joh M. L.

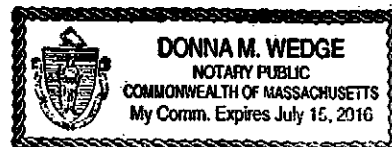
COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

, 2015

On this 11th day of MARCH, 2015, before me, the undersigned notary public personally appeared Louis A. Napoli, proved to me through satisfactory evidence of identification, which consisted of 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 as an individual voluntarily for its stated purpose.

Donna M. Wedge
Notary Public
My Commission Expires: 7/15/2016



APPROVAL BY SECRETARY OF ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS

The undersigned Secretary of the Executive Office of Energy and 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 Massachusetts General Laws Chapter 184, Section 32.

Date: 5/5/15



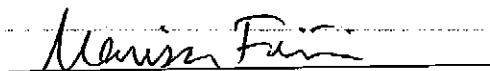
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

5/5, 2015

On this 5 day of May, 2015, before me, the undersigned notary public personally appeared Matthew Beaton, proved to me through satisfactory evidence of identification, which consisted of 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 as an individual voluntarily for its stated purpose.



Notary Public

My Commission Expires: August 6, 2021

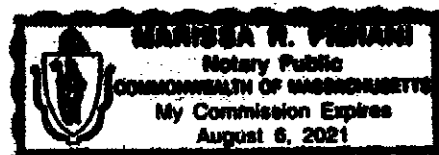






Exhibit A: Sketch Showing Academy Road CR

-  Parcels Subject to CR
-  Existing Conservation Land
-  Private, protected with HPR
-  Owned by Town, Historic Society, Church or CRT

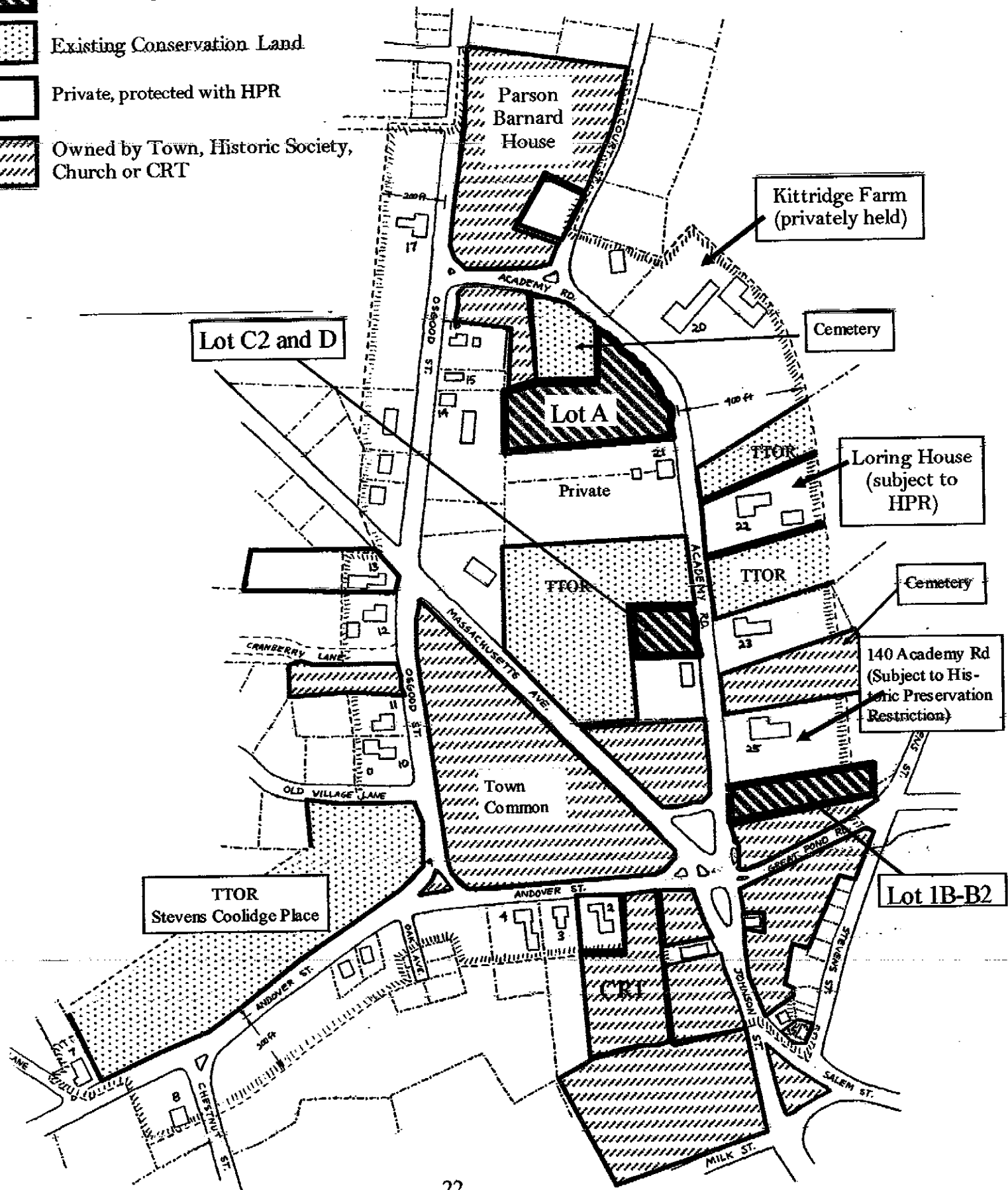


Exhibit B: Deed and Plan for Lot A

U. S. Federal Revenue Stamps
in sum of \$ 11.00
affixed and cancelled on this
instrument.

Massachusetts Deed Excise Stamps
in sum of \$ 11.45
affixed and cancelled on this
instrument.

BOOK
890
PAGE
349

I, FRANCIS B. KITTREDGE,

of North Andover, Essex County, Massachusetts,
being ~~married~~, for consideration paid, grant to CAROLINE S. ROGERS, FRANCIS B. KITTREDGE
and JOHN B. OSGOOD, as they are TRUSTEES OF THE CENTER REALTY TRUST OF
NORTH ANDOVER, under Agreement and Declaration of Trust dated January 13,
1959 and recorded with Essex North District Registry of Deeds in
Book 881, Page 52
with quitclaim covenants

~~the land~~

~~the land~~

the land situate on the westerly side of Academy Road in said North as Plan
Andover, being shown as Parcel "A" on a plan to be recorded ~~in Book 881, No. 3714~~
said plan being entitled "Plan of Land in North Andover, Mass. owned by
Francis B. Kittredge", dated September 17, 1958, by Ralph B. Brasseur,
C. E., and said parcel being bounded and described as follows:

NORTHEASTERLY and EASTERLY by Academy Road, 452 feet;

SOUTHERLY by Lot "B" on said plan, 528.0 feet;

EASTERLY by a brook, 205.98 feet;

NORTHERLY by land now or formerly of Clark, 78.90 feet;

NORTHERLY again by the Old Burying Ground, 185.10 feet; and

EASTERLY by the said Old Burying Ground, 186.43 feet.

Containing 2.69 acres, more or less, all as shown on said plan.

Being part of the premises conveyed to Joseph Kittredge by deed
of Thomas Kittredge et al, dated July 8, 1918 and recorded with Essex
North District Deeds in Book 388, Page 412. For my title see estate of
the said Joseph Kittredge, Essex Probate No. 195918.

It is agreed that the ditch on said premises, as shown on said
plan, is a natural waterway and shall be kept open at all times by the
grantees, their successors and assigns.

Subject to the municipal real estate taxes for 1959 which the
grantees covenant to assume and agree to pay.

I, Mary P. Kittredge

wife of said grantor,

release to said grantee all rights of ~~tenancy by the entirety~~
dower and homestead and other interests therein.

Witness my hand and seals this 25th day of March, 1959.

John Whitfield (to be)

Francis B. Kittredge

Mary P. Kittredge

The Commonwealth of Massachusetts

Essex ss.

March 25, 1959

Then personally appeared the above named Francis B. Kittredge
and acknowledged the foregoing instrument to be his free act and deed, before me

John B. Whitfield

Notary Public - Essex County

My commission expires

June 25, 1960

Essex, ss. Recorded Mar. 25, 1959 at 25m past 1P.M. #560

3774

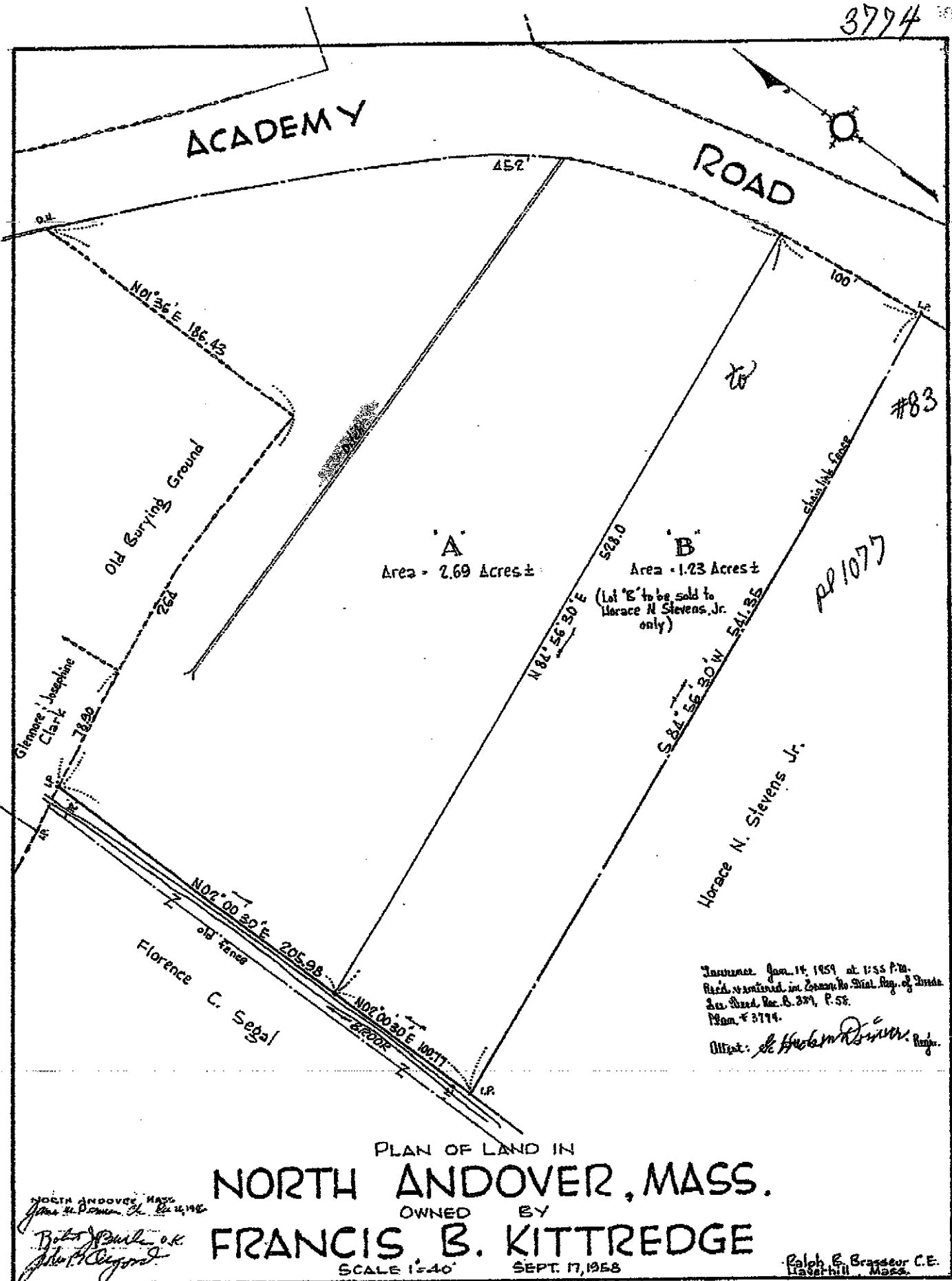


Exhibit C: Deed and Plan for Lot C2 and D

Bk 13904 Ps125 #14162
07-03-2014 @ 03:30p

QUITCLAIM DEED

I, Robert Dale Stevens, of North Andover, Essex County, Massachusetts

for consideration paid the amount of One (\$1.00) Dollar

grant to Academy Road Nominee Trust, Robert Dale Stevens and Anne L. Stevens, Trustees w/d/i dated July 3, 2014, and recorded herewith, of 140 Academy Road, North Andover, MA 01845

with Quitclaim Covenants

Parcel No. 1

A certain parcel of land with the buildings thereon situated in North Andover, Essex County, Massachusetts, shown as Lot 1B on a plan of land entitled, "Plan of Land in North Andover, MA showing proposed easements prepared for Robert Stevens," which plan is recorded with the North Essex Registry of Deeds as Plan No. 16349, to which Plan reference is made for a more particular description of the said Lot 1B.

According to said Plan, Lot 1B contains 124,323 square feet, 2.8541 acres.

Said Lot 1B is conveyed together with the benefit of a No-Cut Zone over Lots 2B and 3B, and a 20' wide Utility Easement and a 20" wide Sanitary Sewer Easement over Lot 2B, all as shown on said Plan. See deed recorded in said Registry in Book 12774, Page 42 for a more particular description of the No-Cut Zone and the Easements.

Excepting, however, that portion of said Lot 1B previously conveyed to The North Parish of North Andover by deed recorded in the Essex North Registry of Deeds Book 13811 Page 175.

Being the remaining portion of Parcel 1 from deed recorded in said Registry in Book 2073 Page 40.

Parcel No. 11

A certain parcel of vacant land situated on the westerly side of Academy Road in North Andover adjacent to the parcel described above, being known as the ".74-acre lot" being more particularly described in deed from John G. Whitman, Executor and Trustee to Mary F. Charles, recorded with said Deeds in Book 908, Page 24, as follows:

Bk 13904 Pg126 #14162

Easterly: by Academy Road one hundred fifty feet;

Southerly: by registered land (now or formerly) of Avco Manufacturing Corporation shown on Land Court Plan 10780A two hundred eighteen and 25/100 feet;

Westerly: by land (formerly) of Buchanan Charles one hundred fifty feet; and

Northerly: by land (formerly) of Mary F. Charles two hundred fourteen and 65/100 feet;

Containing 32,400 square feet, and be all or any of said measurements or contents more or less, and however otherwise said premises may be bounded or described.

All of the above described premises are conveyed subject to and with the benefit of all easements, rights and restrictions of record insofar as the same are now in force and applicable.

For title see Deed recorded in Book 2073, Page 40.

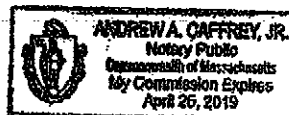
WITNESS my hand and seal this 3rd day of July, 2014.



Robert Dale Stevens,

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS:

On this 3rd day of July, 2014, before me, the undersigned notary public personally appeared Robert Dale Stevens, proved to me through satisfactory evidence of identification, which was a driver's license to be the person whose name is signed on the preceding document and acknowledged to me that he signed it voluntarily for its stated purpose.




Andrew A. Caffrey, Jr., Notary Public
My Commission Expires: 4/25/19

42

BK 4729 PG 308

QUITCLAIM DEED

25
 ROBERT DALE STEVENS and SAMUEL A.C. STEVENS, Trustees of 84 Academy Road Realty Trust, established under a Declaration of Trust dated October 31, 1985, and recorded with the Essex County Northern District Registry of Deeds in Book 2073, Page 31, of 81 Old Concord Road, Belmont, Massachusetts 02178 (the "Grantors"), for consideration, paid, of FIVE THOUSAND DOLLARS AND 00/100 (\$5,000.00), hereby grant, with QUITCLAIM COVENANTS, to ROBERT D. STEVENS, individually, of 140 Academy Road, North Andover, Massachusetts 01845, the land situated on Academy Road in North Andover, Essex County, Massachusetts, more particularly described as follows:

Parcel C2 shown on a plan (the "Plan") entitled "Plan of Land Located in North Andover, Massachusetts" dated December 12, 1996, prepared by Meridian Engineering, Inc., duly recorded with said Deeds on January 29, 1997 as Plan No. 12985 (the "Premises").

Containing approximately 8,265 square feet of land, according to the Plan. 09/15/97 10:43

For Grantors' title see deed of Samuel Abbot Cordingley Stevens, Amy Stevens Putnam, Robert Dale Stevens and State Street Bank and Trust Company, dated October 31, 1985, recorded with said Deeds in Book 2073, Pages 36.

Executed as a sealed instrument this 25th day of February, 1997.

Property Address: Academy Road
North Andover, MA

Essex Registry of Deeds
North District

RECEIVED
ESSEX COUNTY

04/15/97

TAX 27.00
CHUR 27.00

2/15/97 10:43

Robert Dale Stevens
 Robert Dale Stevens, Trustee
 as aforesaid and not
 individually

Samuel A.C. Stevens
 Samuel A.C. Stevens, Trustee
 as aforesaid and not
 individually

111897.1

HILL & BARLOW
 ONE WATERMAN SQUARE
 BOSTON, MA 02110-2609

41

BK 4729 PG 309

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

February 25, 1997

Then personally appeared the above named Samuel A. C. Stevens, as Trustee of the 84 Academy Road Realty Trust, and acknowledged the foregoing instrument to be his free act and deed, as Trustee, before me.

Miranda P. Gordin
Notary Public Miranda P. Gordin
My Commission Expires: 11/29/02

111997.1

- 2 -

Exhibit D: Deed and Plan for Lot 1B-B2

Bk 13904 Ps125 #14162
07-03-2014 @ 03:50p

QUITCLAIM DEED

I, Robert Dale Stevens, of North Andover, Essex County, Massachusetts

for consideration paid the amount of One (\$1.00) Dollar

grant to Academy Road Nominee Trust, Robert Dale Stevens and Anne L. Stevens, Trustees u/d/t dated July 3, 2014, and recorded herewith, of 140 Academy Road, North Andover, MA 01845

with Quitclaim Covenants

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According to said Plan, Lot 1B contains 124,323 square feet, 2.8541 acres.

Said Lot 1B is conveyed together with the benefit of a No-Cut Zone over Lots 2B and 3B, and a 20' wide Utility Easement and a 20" wide Sanitary Sewer Easement over Lot 2B, all as shown on said Plan. See deed recorded in said Registry in Book 12774, Page 42 for a more particular description of the No-Cut Zone and the Easements. *page 39*

1) Excepting, however, that portion of said Lot 1B previously conveyed to The North Parish of North Andover by deed recorded in the Essex North Registry of Deeds Book 13811 Page 175.

2) Being the remaining portion of Parcel 1 from deed recorded in said Registry in Book 2073 Page 40.

Parcel No. 11

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Northerly: by land (formerly) of Mary F. Charles two hundred fourteen and 65/100 feet;

Containing 32,400 square feet, and be all or any of said measurements or contents more or less, and however otherwise said premises may be bounded or described.

All of the above described premises are conveyed subject to and with the benefit of all easements, rights and restrictions of record insofar as the same are now in force and applicable.

For title see Deed recorded in Book 2073, Page 40.

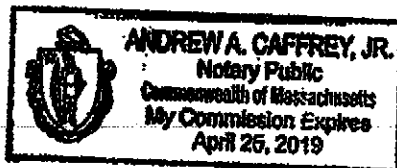
WITNESS my hand and seal this 3rd day of July, 2014.



 Robert Dale Stevens,

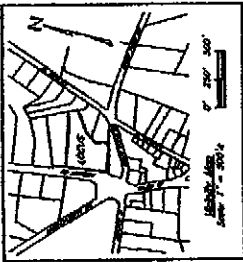
COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS:

On this 3rd day of July, 2014, before me, the undersigned notary public personally appeared Robert Dale Stevens, proved to me through satisfactory evidence of identification, which was a driver's license to be the person whose name is signed on the preceding document and acknowledged to me that he signed it voluntarily for its stated purpose.




 Andrew A. Caffrey, Jr., Notary Public
 My Commission Expires: 4/25/19



APPROVAL UNDER THE SUBDIVISION
MAPS ACT OF 1966
DATE: 09-03-14

THE PLANNING BOARD'S APPROVAL
IS FOR THE PURPOSES OF THE
SUBDIVISION MAPS ACT OF 1966
AND DOES NOT CONSTITUTE A
GUARANTEE OF THE ACCURACY
OF THE INFORMATION CONTAINED
HEREIN.

STANDARD DISTRICT 1 (S.D.)
APPROVAL OF THE BOARD OF
HEALTH AND HUMAN SERVICES
DATE: 09-03-14

Plan of Land in NO. ANDOVER, MASS.

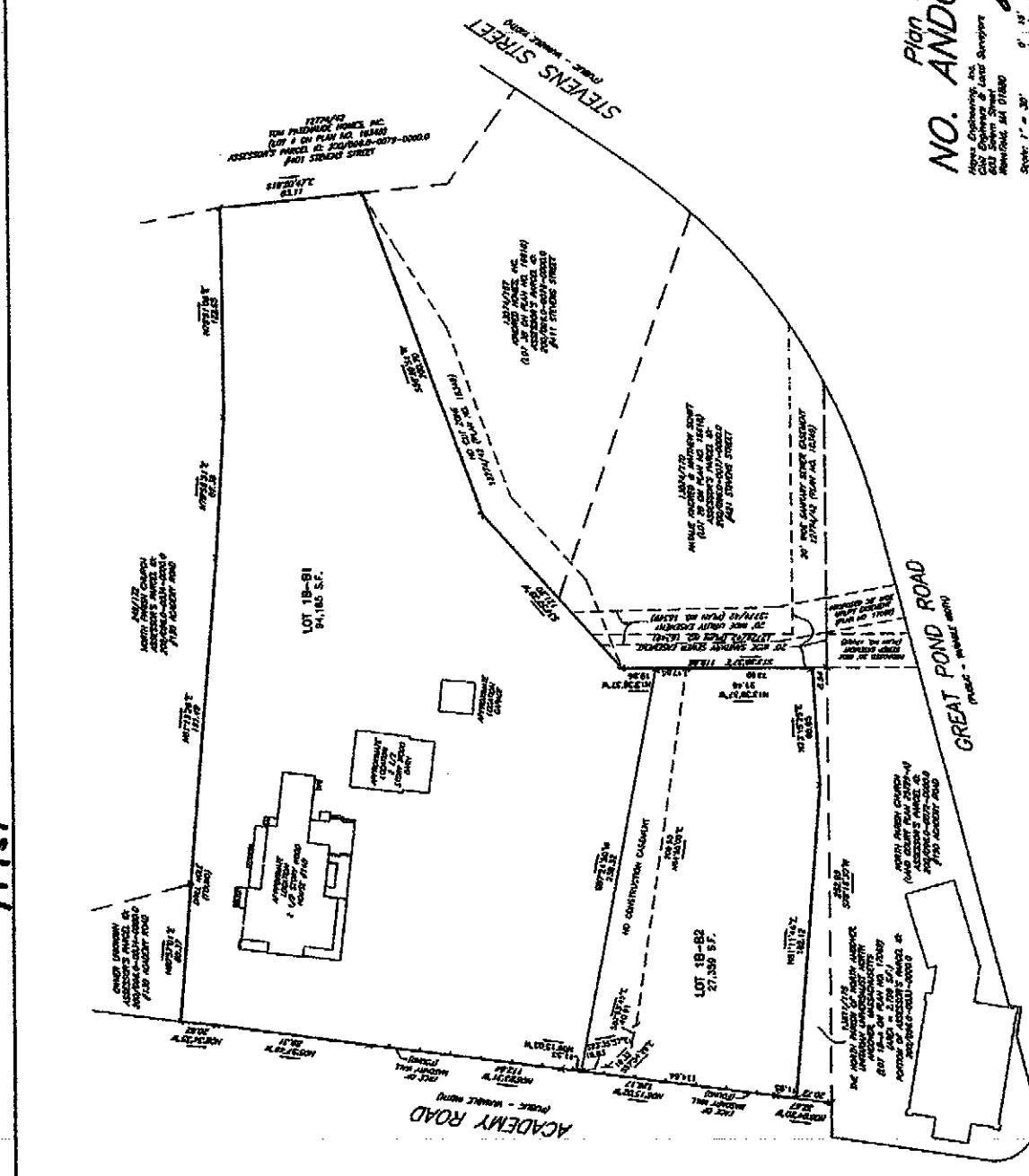
Mapas Engineering, Inc.
201 Main Street
Andover, MA 01810
Tel: 978-463-8800
Fax: 978-463-8801
www.mapaseng.com

Owner: Academy Road Northside Trust
Date: February 28, 2014
Page 15
Plan Reference: See Lot #18 on Plan No. 15588
The City of Andover, Massachusetts
Assessor's Office
Assessor's Map No. 21070002-0013-0000.0
Filed: Academy No. North Andover, MA



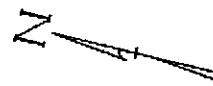
1. I, the undersigned, being a duly qualified and sworn map maker, do hereby certify that this is a true and correct copy of the original map as filed in my office.

17151



MAPAS ENGINEERING, INC.
201 Main Street
Andover, MA 01810
Tel: 978-463-8800
Fax: 978-463-8801
www.mapaseng.com

1. I, the undersigned, being a duly qualified and sworn map maker, do hereby certify that this is a true and correct copy of the original map as filed in my office.



17151

Exhibit E: Certified Town Meeting Vote



**TOWN OF NORTH ANDOVER
OFFICE OF THE TOWN CLERK
120 MAIN STREET
NORTH ANDOVER, MASSACHUSETTS 01845**

Joyce A. Bradshaw, CMMC
Town Clerk

Telephone (978) 688-9501
Fax (978) 688-9557

E-mail jbradshaw@townofnorthandover.com

This is to certify that the following vote was taken on Article 24 at the Dissolved Annual Town Meeting for the Town of North Andover held May 20, 2014:

Article 24: Report of the Community Preservation Committee – Appropriation From Community Preservation Committee Fund. Unanimous vote to receive the report of the Community Preservation Committee and to raise, transfer and/or appropriate from the Community Preservation Fund in accordance with the provisions of Massachusetts General Laws, Chapter 44B, a sum of money to be spent under the direction of the Community Preservation Committee as shown in the List of Approved Projects in Article 24; and, with regard to the appropriation of the \$570,000 for the Old Center Preservation Project, to authorize an expenditure not to exceed \$570,000 for the purchase of a conservation restriction or other interest from Center Realty Trust or its nominee, in three parcels of land, shown as Lot 1, Lot 2 and Lot 3 on the Plan of Land submitted to the Community Preservation Committee, which three parcels of land are a portion of the parcels of land described in deeds recorded with North Essex Registry of Deeds in Book 2073, Page 40 and Book 890, Page 349, and which are a portion of the parcels known as Assessor's Map 59, Parcel 1, Assessor's Map 96, Parcel 26, and Assessor's Map 96, Parcel 33, and expenses incidental and related thereto for purposes of the purchase of a conservation restriction or other interest, and that the Town Manager be authorized to file on behalf of the Town any applications for funds in any way connected with the scope of the acquisition of said conservation restriction, that the Board of Selectmen be authorized to determine the final purchase price of the restriction and any other interests which may be acquired for the purposes stated herein, and that the Town Manager and the Board of Selectmen be authorized to enter into all agreements and execute all instruments, including but not limited to grant agreements, easements and conservation restrictions in accordance with Massachusetts General Laws Chapter 184, on terms and conditions they deem to be in the best interest of the Town and as may be necessary on behalf of the Town of North Andover to affect the purchase of said conservation restriction; and, with regard to the other appropriations listed in said Article 24, that the Town Manager and Board of Selectmen be authorized to enter into all agreements and execute all instruments, including but not limited to deeds, easements, and restrictions in accordance with Massachusetts General Laws Chapter 184, on terms and conditions as they deem to be in the best interest of the Town, to carry out the purposes of M.G.L. Chapter 44B.

List of Approved Projects – Community Preservation Fund

<u>Description</u>	<u>Amount</u>	<u>Category</u>
McEvoy Field – Phase 2	\$ 290,000	Open Space - Recreation
Stevens Estate – Stained Glass Window Refurbishment	\$ 25,120	Historical Preservation
Multi-Use Trail – Phase 1	\$ 176,000	Open Space - Recreation
Sargent School Playground	\$ 92,260	Open Space - Recreation
Old Center Preservation Project	\$ 570,000	Open Space / Historical Preservation
Nan's Trail	\$ 68,435	Open Space
Reserve for Affordable Housing	\$ 196,600	Affordable Housing
Administrative Costs	\$ 30,000	Administrative and Operating Expenses
Total for Approved Projects	\$1,448,415	

Community Preservation Committee**VOTED MAY 20, 2014****ATTEST:****A True Copy***Debra A. Bradshaw*
Town Clerk

