

CONSERVATION RESTRICTION

Landsail, Inc., a corporation duly established under the laws of the Commonwealth of Massachusetts and having its usual place of business at Boston, Massachusetts, grants without covenants to the Town of North Andover a conservation restriction with respect to that portion of our land situated on the easterly side of Salem Street and more particularly described as "Conservation Easement" (Area = 3.42 acres)

on plan entitled "Plan of Land Located in North Andover, Mass. Owned by George H. & Wanda H. Farr" dated January 29, 1976, Frank C. Gelinas, Civil Engineer, ~~to be recorded herewith (Plan 7166)~~ said easement covering portions of Lot A and Lot B as shown on said plan.

The terms of the conservation restriction are as follows: that neither it nor its successors or assigns will perform the following acts nor permit others to perform them, hereby granting to the town the right to enforce these restrictions against all persons:

1. No building, sign, outdoor advertising display, fence, mobile home, or other temporary or permanent structure will be constructed, placed or permitted to remain on said parcel.
2. No soil, loam, peat, gravel, sand, rock, or other mineral substance, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or unsightly or offensive material will be placed, stored or dumped thereon.
3. No loam, peat, gravel, sand, rock, or other mineral resource or natural deposit shall be excavated or removed from said parcel in such a manner as to affect the surface thereof, except as may be

provided in paragraph four.

4. Notwithstanding anything contained in paragraphs one through three, it reserves <sup>to</sup> itself, its successors and assigns the right to conduct or permit the following activities on said parcel:

a. the cultivation and harvesting of crops, flowers, hay and shellfish; 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;

b. the cultivation and harvesting of forest products in accordance with recognized forestry conservation practices, including the construction of fire roads, provided that all slash is removed from public view;

c. the installation of underground utilities;

The foregoing restriction is authorized by G.L. Ch 184, Sec. 31-33, and is intended to retain said parcel predominantly in its natural, scenic and open condition, in farming or forest use in order to protect the natural and watershed resources of said town. The restriction shall be administered by the conservation commission of said town established under G.L. Ch 40, Sec. 8C.

The conservation restriction hereby conveyed does not grant either the town or the public any right to enter said parcel except as follows:

1. It grants to the town a permanent easement of access to enter said parcel, by its conservation commission, for the purpose of inspecting

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the premises and enforcing the foregoing restrictions and remedying any violation thereof. The right hereby granted shall be in addition to any other remedies available to the town for the enforcement of the foregoing restrictions. (Required by G.L. Ch 184, Sec. 32)

2. Granting to the town a permanent easement to enter said parcel by its conservation commission or its designees to plant or selectively cut or prune trees, brush or other vegetation to improve the scenic view and to implement disease prevention measures.

3. Grants to the town and its inhabitants an easement to pass and repass upon said parcel on foot for purposes of fishing, hiking, winter sports or nature study, and to permit the town through its conservation commission to clear and mark trails for said purposes.

The foregoing covenant shall run with the land and bind successors in title to the premises, but the grantor shall not be liable for any breach occurring after it shall have ceased to own the premises where the breach occurs. The benefit of its covenant shall inure to the Town in perpetuity.

No documentary stamps are needed for the instrument.

In witness whereof, the said Landsail, Inc. has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by John C. Tuttle, Jr. its Executive

BK1291

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Vice President hereto duly authorized, this 1<sup>st</sup> day of March 83  
in the year one thousand nine hundred and seventy-six.

Signed and sealed in presence of

William A. Vincent

LANDSAIL, INC.

By: John C. Tuttle  
John C. Tuttle, Executive  
Vice President

THE COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

June 21st, 1976

Then personally appeared the above named John C. Tuttle, Executive  
Vice President, and acknowledged the foregoing instrument to be the  
free act and deed of the Landsail, Inc., before me.

Elizabeth O. McIntyre  
Notary Public

My commission expires: Sept. 12, 1980

APPROVAL BY SELECTMEN

We, the undersigned Board of Selectmen of the town of North Andover  
hereby certify that we approve the receipt of the foregoing deed under  
G.L. Ch 40, Sec 8C as it has been and may be amended as requested by  
vote of the conservation commission of the town of North Andover for the  
protection of the natural and watershed resources of the town.

Joseph A. Higgins  
John F. (Bob) Kelly  
Thomas J. (Dick) King

APPROVAL BY THE SECRETARY

The Secretary of the Executive Office of Environmental Affairs,  
Commonwealth of Massachusetts, hereby certifies that she approves the  
within conservation restriction under G. L. Ch. 184, Sec. 32.

M. Winell by her, Elizabeth  
Secretary  
Executive Office of Environmental Affairs  
Opposed 5/14/76

Recorded Sept. 9, 1976 at 2:35PM #7921