

CONSERVATION RESTRICTION
FOR PUBLIC DRINKING WATER SUPPLY PROTECTION

We, **THE NEW ENGLAND ANNUAL CONFERENCE OF THE UNITED METHODIST CHURCH** (formerly known as The Southern New England Conference of the United Methodist Church), a Massachusetts nonprofit corporation, with an address of 276 Essex Street, Lawrence, Massachusetts 01842, being the sole owner, for its successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, hereby grant, with quitclaim covenants, to the **TOWN OF NORTH ANDOVER, MASSACHUSETTS**, acting by and through its Board of Selectmen acting as the Board of Water Commissioners, with an address of 120 Main Street, North Andover, Massachusetts 01845, by authority of Chapter 40, Section 41, and its successors and permitted assigns ("Grantee"), for consideration of Five Hundred Thousand and 00/100 Dollars (\$500,000.00), in perpetuity and exclusively for conservation and public drinking water supply protection, the following described Conservation Restriction on that certain parcel of land known as the Rolling Ridge Retreat Conference Center ("Rolling Ridge" or the "Property"), located at **660 Great Pond Road, North Andover Massachusetts, 01845**, consisting of an approximately 30-acre portion (the "Premises") of an 36.2 acre parcel comprising the Property. The Property and the Premises are more particularly described as **Exhibit A**, attached hereto and incorporated herein by reference and as shown on that certain plan of land entitled "Conservation Restriction Plan Prepared For New England Conference of the United Methodist Church", Scale 1" = 80', dated July 8, 2010, prepared by Findeisen Survey and Design, Windham, NH (the "Plan"), which plan is recorded herewith with the Essex County Registry of Deeds as Plan No. ✓ of 2011. Notwithstanding any provision contained in this Conservation Restriction to the contrary, specifically excluded from the definition of the term "Premises" hereunder are that portion of the Property comprising the two (2) Building Envelopes as shown on the Plan. For Grantor's title see Deed of New England Conference Board of Education dated May 25, 1993 to The Southern New England Conference of the United Methodist Church recorded with the Essex County Registry of Deeds in Book 3773, Page 65. * PLAN 16483

The granting and acceptance of this Conservation Restriction is in accordance with the Town Meeting votes on May 12, 2010 and on November 17, 2010 to expend MGL c.44B Community Preservation Act funds to acquire a Conservation Restriction, trail access and parking area on the Premises, a copy of which votes are attached hereto as **Exhibit C**.

Grantee acquires this Conservation Restriction subject to the approval of the Department of Environmental Protection pursuant to Massachusetts General Laws Chapter 40 Sections 39B and

41 and subject to the approval of the Secretary of Energy and Environmental Affairs pursuant to Massachusetts General Laws Chapter 184, Section 32.

I. PURPOSE.

This Conservation Restriction (hereinafter "CR") is defined in and authorized by Sections 31-33 of Chapter 184 of the General Laws and otherwise by law. The purpose of this CR is to protect and maintain the drinking water quality of the Lake Cochichewick Water Supply, Source ID # 3210000-02S, approved by the Massachusetts Department of Environmental Protection as a source of public drinking water, and to assure that the Premises, excluding the Residential Building Envelope and the Rolling Ridge Building Envelope (collectively the "Building Envelopes") as shown on the Plan will be maintained in its current condition in perpetuity, predominantly in a natural or landscaped, scenic, undeveloped condition, and to prevent any use or change that would materially impair or interfere with its conservation and preservation values as a public drinking water supply source, for which the CR was purchased, including the following (together the "Purpose"):

Protection of Drinking Water Quality. The Premises include 1/2-mile of frontage on Lake Cochichewick (the "Lake"), North Andover's sole source of drinking water. Preserving the natural, undisturbed environment, including the shoreline, will allow for maximum groundwater recharge and minimum runoff, thereby helping to protect water quality in the Lake.

Protection of Valuable Habitat. The Premises have been identified by the Massachusetts Endangered Species and Natural Heritage Program as part of the BioMap Supporting Natural Landscape as it contains likely habitat for Species of Conservation Concern. Preservation will ensure that this habitat is permanently protected.

Preservation of Scenic Views and Vistas. The Premises are important for their scenic qualities, and for scenic vistas within the Premises and of the Premises from adjacent parcels, from other lakeside parcels and from the water.

Protection of Public Access Trail. The Premises includes a scenic, water front trail that will be open to the public from dawn to dusk for passive recreation, education, and quiet contemplation, as specified herein.

Furtherance of Government Policy. Protection of the Premises furthers the Town of North Andover's 2006 Open Space and Recreation Plan including, but not limited to protection of the valuable water resources (Objective 1); protection of the Town's scenic landscape (Objective 7), and preservation of historic landscapes and other historic resources (Objective 8). In addition, it helps to implement goals (#2, Environmental & Cultural Resources) established in the Town's Master Plan, adopted by Town Meeting in 1998.

In order to describe the present condition of the Premises Grantor and Grantee agree that all man-made structures, boundaries, and natural features existing on the Premises at the time of execution of this CR, shall be documented in a report to be kept on file in the offices of Grantor and Grantee ("Baseline Documentation Report"). This Baseline Documentation Report shall be prepared by Grantee and reviewed and approved by Grantor, and shall consist of such documentation that Grantor and Grantee collectively agree provides an accurate representation of the condition of the Premises at the time this CR is recorded and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this CR. In the event the Baseline Documentation Report is unavailable to establish the current condition of the Premises, Grantor and Grantee reserve the right to establish its current condition by other means mutually acceptable to the parties hereto.

II. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED ACTS AND USES.

A. Prohibited Acts and Uses:

Except as to Permitted Acts and Uses set forth in Paragraph B below, the Grantor will neither perform nor permit others to perform the following acts and uses which are expressly prohibited on, above and below the Premises:

- (1) Constructing, placing or allowing to remain any temporary or permanent building, landing strip, mobile home, tennis court, swimming pool, asphalt or concrete pavement, billboard or other advertising display, antenna, utility pole, tower, conduit, line, or other temporary or permanent structure or facility on, above or below the Premises;
- (2) Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit, or otherwise making topographical changes to the area;
- (3) Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, boats, trailers, rubbish, debris, junk, waste or other substance or material whatsoever or the installation of underground storage tanks;
- (4) Cutting, removing or otherwise destroying trees, grasses or other vegetation;
- (5) Activities detrimental to drainage, flood control, water quality and conservation, erosion control, or soil conservation;
- (6) Use, parking, maintenance or storage of motorized vehicles including motorcycles, mopeds, all-terrain vehicles, trail bikes, or any other motorized vehicles on the Premise except for motorized wheelchairs or other disabled assistance devices of individuals with disabilities and vehicles necessary to public safety officials in carrying out of their lawful duties;
- (7) No pesticides as defined by the Federal Insecticide, Fungicide and Rodenticide Act of 1947, as amended, shall be mixed or stored on or under the Premises;

- (8) No toxic or hazardous substances, material or wastes, shall be transported, used, stored, applied or disposed of in any manner or to any extent on or under nor transported over or through the Premises except in connection with the uses of the Property permitted in Section II.B. and in compliance with law;
- (9) No underground or above-ground fuel storage tanks shall be installed, placed or allowed to remain on the Premises;
- (10) No stabling, hitching, standing, feeding, grazing or raising of livestock or other domestic animals shall be located or allowed on the Premises;
- (11) Subdivision or conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), and no portion of the Premises may be used toward building or development requirements, including area or dimensional requirements, on this or any other parcel;
- (12) Disruption, removal or disturbance of stone walls, granite posts, or historic fountains and other garden elements on the Premises, although nothing herein shall prohibit the repair and maintenance of said stone walls, granite posts, fountains or garden elements;
- (13) The use of the Premises for more than *de minimis* commercial recreation, business, residential or industrial use of the Premises; and
- (14) Notwithstanding the foregoing provisions with regard to specific prohibited uses and activities, but in addition thereto, no other use shall be made of the Premises and no activity permitted thereon which, in the opinion of the Grantee, is or may become inconsistent with or threatening to the purpose and intent of this CR or which would materially impair conservation interests, unless necessary for the protection of the conservation interests that are the subject of this CR.

B. Reserved Rights and Exceptions to Otherwise Prohibited Acts and Uses:

The Grantor hereby reserves to and for Grantor and its legal representatives, successors and assigns (i) all customary rights and privileges of property ownership associated with the Premises that are not specifically restricted by the terms of Section II A of this CR that do not materially impair the conservation interests protected by this CR, including, but not limited to, the right to continue all manner of existing occupancy, uses and enjoyment of the buildings, structures, and other facilities located within the Building Envelopes; and (ii) notwithstanding the terms of Section II-A above, Grantor reserves the right to conduct or permit the following activities and uses on the Premises, which shall be specifically permitted on the Premises as *reserved rights and privileges that shall be conducted in a manner to avoid materially impairing the conservation purposes of this CR:*

- (1) **Rolling Ridge Recreational Activities:** As part of the programming and events conducted or held at Rolling Ridge, hiking, cross-country skiing and other non-motorized outdoor recreational activities, including occasional, non-league ball games and, as permitted by

- the Board of Water Commissioners or like body with jurisdiction, the right to fish in the lake and to store and launch non-motorized boats from the area shown as Rolling Ridge Boat Storage on the Plan, all at a level that is consistent with the mission of and current programming of the conference and retreat center at Rolling Ridge;
- (2) **Rolling Ridge Programming**: As part of the programming and events conducted or held at Rolling Ridge, such as picnics, group activities, summer programs, occasional weddings or other social activities at a level that is consistent with the mission of and current programming of the conference and retreat center at Rolling Ridge, provided that activities are low impact and do not alter the landscape or degrade environmental quality;
 - (3) **Public Events**: Events open to the public, provided that the public events do not alter the landscape and do not degrade environmental quality; all parking to be kept within driveways and parking lots except as permitted herein.
 - (4) **Vegetation Management** - In accordance with generally accepted forest management practices, removing of brush, selective *de minimis* pruning, cutting or planting of trees, shrubs and other vegetation to prevent, control or remove hazards, safety issues, disease, insect or fire damage, or to preserve the present condition of the Premises, including vistas, driveways, gardens, trails and meadows, all as shown on the Plan or set forth in the Baseline Document Report;
 - (5) **Non-native or nuisance species** – The removal of non-native or invasive species and poison ivy and poison oak, the interplanting of native species, and the control of species in a manner designed and applied to minimize damage to surrounding, non-target species and preserve water quality;
 - (6) **Composting** - The composting of tree and brush limbs, grass, leaves, and similar biodegradable materials originating on the Premises on a reasonable garden-level scale and in locations where the presence of such materials will not have a substantial and material deleterious impact on the purposes (including water quality and scenic values) of this CR;
 - (7) **Small Scale Agricultural, Horticultural and Floricultural Operations** - Except as prohibited in Section 2.A.10, agricultural, horticultural and floricultural activities carried on in accordance with sound agricultural, horticultural and floricultural management practices performed to the standards of a conservation farm plan, including but not limited to 1) the mowing, re-seeding, replacement, and/or cultivation of the open grass fields with grass, hay and/or native meadow plants, 2) creation of vegetable, herb, fruit, fruit tree or flower gardens, 3) establishment of a Community Supported Agriculture program and/or educational programs related to farming, 4) storage and reasonable use of manure, provided stored manure is covered, and fertilizers to the extent necessary to conduct such agricultural, horticultural and floricultural activities, and 5) the installation, maintenance, operation, repair, and/or replacement of irrigation systems and drainage ditches and pipes or a shed not to exceed one hundred (100) square feet in size related to active agricultural, horticultural and floricultural use of the Premises;
 - (8) **Historic Garden Maintenance** – The management, maintenance, repair, restoration, and

- replacement of plants, flowers, bushes, shrubs, trees, fountains, benches, patios, statues, irrigation system, lighting system and other elements of the historic garden and landscaping on the Premises as shown on the Plan or set forth in the Baseline Documentation Report, including, but not limited to, removing, replacement or replanting of vegetation and removing, replacement, and restoration of the built elements as needed to maintain the integrity and historic accuracy of the existing landscape design;
- (9) Historic Boat House / Tea House – Grantor retains the right, but not the obligation, to construct a boat house or erect a pergola or other shade device, but not to create a boat launch, on the site of the historic boat house shown on the plan as “Boathouse Area”, provided that the footprint of any boat house or pergola shall not exceed one thousand seven hundred sixty four (1,764 square feet) ;
- (10) Subdivision - A single subdivision of the Premises, the purpose of which shall be to separate the house fronting on Great Pond Road, located within the “ Residential Building Envelope” on the Plan, from the Premises, shall be allowed, provided that said subdivision shall meet Town zoning requirements, does not negatively impact the purpose of this CR and that no further subdivision shall be permitted;
- (11) Existing Buildings, Structures and Facilities – The right to restore, rehabilitate, maintain, repair and replace, as allowed by town, state and federal regulations and at Grantor’s sole discretion and cost, the existing buildings, structures and facilities, including a sewage storage facility and a sewage pump and pump house, located on the Premises that serve any existing or hereafter erected building or structure located within the Building Envelopes as shown on the Plan,;
- (12) Driveways - The right to pass and repass over, pave, maintain, operate, use, discontinue use, repair, restore and/or replace the existing driveways at their current width, including the Historic Carriage Drive, located on the Premises as shown on the Plan and as set forth in the Baseline Documentation Report, substantially in their present configuration and width, as reasonably necessary for the continued use of the Property as contemplated hereunder, including that the historic carriage road may be improved such that it is suitable for access and use by vehicular traffic, and that utilities may be installed on or thereunder. Any relocated driveways shall be located, designed and installed in a manner that will minimize negative impacts on the conservation purposes of the CR and, insofar as possible, preserve the historic nature of the roadways, and such relocation shall be with the prior written approval of the Grantee, which approval shall not unreasonably be withheld or denied;
- (13) Utilities, Sewer and Water – The right to install, construct, maintain, operate, repair, replace and relocate in compliance with all applicable governmental requirements and specifications, public and/or private utility lines, poles and systems, including, but not limited to, electric, gas, telephone, cable, telecommunications, water and sewer, to serve any existing or hereafter erected building or structure located within the Building Envelopes and to serve any other improvement now located on the Property , and the right to grant easements on, over or under the Premises for the aforesaid utility purposes, said

utilities to be located within the Building Envelopes and along the driveways to the extent feasible;

- (14) Fences, Stone Walls - The maintenance and use of those existing fences, bridges, gates, and stone walls on the Premises, which have been previously established, installed or constructed by the Grantor, substantially in their present condition, or as hereinafter permitted, and if necessary, the creation of new fences, bridges, gates, and stone walls by the Grantor, so long as any such new fences, bridges, gates, or stone walls are consistent with existing similar items and are not detrimental to the water quality of the Lake and do not have a negative effect on the values of this CR;
- (15) Parking— 1) The right to use, repair and maintain the current parking lot located in the Building Envelope as shown on the Plan, substantially in its present configuration, or as reasonably necessary for the continued use of the Grantor ; 2) the right to allow overflow parking on the Premises a maximum of 12 times per year; and 3) the right to use, repair and maintain the area shown as “Staff Parking” on the Plan, with porous materials that minimize runoff and protect the values established in this CR, with the prior written approval of the Grantee;
- (16) Trails - The maintenance, marking and use of existing trails and labyrinths as shown on the Plan and set forth in the Baseline Documentation Report for pedestrian use, snowshoes and cross-country skiing. With the prior written consent of the Grantee, which consent shall not be unreasonable withheld, delayed or denied, the marking, clearing, and maintenance of new trails not wider than six (6) feet, provided that the new trails do not have a negative effect on the values of this CR. Trails must be constructed of dirt, stone dust, gravel or other natural and pervious material; in no case may they be paved;
- (17) Signs - The erection, maintenance, repair and replacement of signs with respect to Grantor’s, Grantee’s and other occupants of the Premises interest in the Premises, the Premises status as a conservation reservation; the restrictions on public access and use of the Premises; notices of local and state ordinances relating to the use of the Premises; educational information; the identity or location of trails, areas of interest, monuments, natural features or other characteristics of the Premises, to mark property boundaries, trespass, educational information and for providing other like information;
- (18) Parking Area for Public - Grantee has the right to construct, use and maintain a parking area for the purpose of providing parking for public access to the Premises, as provided in that certain Grant of Trail and Parking Easement granted by the Grantor to the Town through its Conservation Commission, by instrument of even date and recorded simultaneously herewith, a copy of which is attached hereto as Exhibit B and incorporated herein by reference (hereinafter the “Grant of Trail and Parking Easement” or “Exhibit B”).
- (19) Motorized Vehicles The use and parking of motorized vehicles only as necessary for rights reserved hereunder, provided such use is not detrimental to water quality of the Lake and does not have a negative effect on the values of this CR; and the use of a

motorized wheelchair or other disabled assistance devices by an individual with disability(ies) in order to facilitate such individual's participation in the activities permitted under this Section II-B. Motorized vehicles should be kept on existing roads and driveways, except as permitted in Section II. B. (15) (2) above .

- (20) Tents and Gazebo - With the consent of the Grantee, which consent shall not be unreasonably withheld, delayed or denied, the installation, use, maintenance, repair, and replacement of temporary tents and/or up to two permanent gazebos, no more than 15' x 15' in size, for public events, seasonal uses, and overnight use, provided that the same shall not materially affect water quality in the Lake nor have a materially deleterious impact (including scenic values) on this Restriction; and
- (21) Permits - The exercise of any right reserved by Grantor under this Section II-B shall be in compliance with the applicable Zoning By-Laws of the Town of North Andover, the Wetlands Protection Act and all other applicable federal, state and local laws, rules, regulations and permits. The inclusion of any reserved right in this Section II- B requiring a permit from a public agency does not imply that Grantee or the Commonwealth takes any position on whether such permit should be issued.

General. 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 or in violation of any federal, state or local law, statute, regulation, ordinance or code, are permissible.

C. Notice and Approval.

Whenever notice to or approval by Grantee is required under the provisions of Sections II-A or II-B above, Grantor shall notify Grantee in writing no less than sixty (60) days prior to the date Grantor intends to undertake the activity in question. The Grantor hereby shall not commence any use or activity that requires prior written approval without having obtained Grantee's approval according to the procedures set forth hereunder.

1. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purposes of this CR.
2. Whenever Grantee's approval is required, Grantee shall grant or withhold its approval in writing within sixty (60) days of receipt of Grantor's written request. Grantee's approval shall not be unreasonably withheld, delayed or denied, but shall only be granted upon a showing that the proposed activity shall not materially impair the purposes of this CR.
3. Failure of Grantee to respond in writing within sixty (60) days shall be deemed to constitute approval by Grantee of the request as submitted, as long as the request sets forth the provisions of this Section relating to deemed approval after sixty (60) days in the notice.
4. Any notice, request, consent, or communication required hereunder shall be in writing

and either served personally or sent by certified mail, return receipt requested, and postage prepaid.

III. LEGAL REMEDIES OF THE GRANTEE.

A. Legal and Injunctive Relief.

The rights hereby granted shall include the right to enforce this CR 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 its condition prior to the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of any other rights and remedies available to the Grantee for the enforcement of this CR. Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of this CR. In the event of a dispute over the boundary areas of this CR, Grantor shall be responsible for a survey and placement of permanent boundary markers. Grantee and Grantor agree to work together to resolve issues, including working with a committee if such is established by both parties.

B. Reimbursement of Costs.

Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this CR or in taking reasonable measures to remedy or abate or correct any violation thereof, provided that a violation of this CR is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred.

C. Non-Waiver.

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

D. Disclaimer of Liability.

By acceptance of this CR, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

Pursuant to Massachusetts General Laws, Chapter 21, Section 17C, (or any successor statute) the Town of North Andover or Grantor or its successors shall not be liable for injuries to persons or property sustained by any member of the public who uses the Premises in the absence of willful, wanton, or reckless conduct by Grantor.

E. Acts Beyond the Grantor's Control.

Nothing contained in this CR shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including, but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. The parties to this CR agree that in the event of damage to the Premises from acts beyond the Grantor's control, that if it is desirable and feasible to restore the Premises or any part thereof, the parties will cooperate in attempting to do so.

IV. RIGHT OF ACCESS; MANAGEMENT; INSPECTION.**A. Grantee Access.**

The Grantor hereby grants to the Grantee, personnel from the Massachusetts Department of Environmental Protection, or the Grantee's duly authorized agents or representatives, a permanent easement of access to enter the Premises upon reasonable notice and at reasonable times, for the purposes of inspecting the Premises to determine compliance with or to enforce this CR. The Grantor also grants to the Grantee, after notice of a violation and failure of the Grantor to cure said violation, the right to enter the Premises for the purposes of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines.

There is hereby granted to Grantee the right to erect and from time to time replace, at appropriate locations near the boundaries of the Premises, suitable signs in form and substance mutually agreed upon identifying Grantee as the holder of the CR. Grantee shall obtain the permission of the Grantor as to location, size and appearance of the sign, which permission shall not be unreasonably withheld.

B. Public Access and Parking.

The perpetual right for the public to enter upon and use, and pass and repass over that portion of the Premises shown as Public Access on the Plan, for non-motorized recreational purposes and the right to park on the Parking Easement, is granted by that certain Grant of Trail and Parking Easement attached hereto as **Exhibit B** subject to the terms and provisions thereof. If there are any inconsistencies or conflicts between the grant of Trail and Parking Easement and the within Conservation Restriction, the Conservation Restriction shall govern.

The public shall not have any right of access to the Premises, other than as provided for in the Grant of Trail and Parking Easement and as allowed in Article IV.A. herein.

V. EXTINGUISHMENT.

A. Right of Grantee to Recover Proportional Value at Disposition.

If circumstances arise in the future such as to render the purpose of the CR impossible to accomplish, this restriction can only be terminated or extinguished, whether in whole or in part, by Legislative approval, under applicable law. If any change in conditions ever gives rise to the extinguishment or other release of the CR 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 in accordance with Section V-B below, subject however, to any applicable law which expressly provides for a different disposition of proceeds after complying with the terms of any gift, grant or funding requirements, including M.G.L. Chapter 44B and with Article 97 of the Amendments to the Massachusetts Constitution, if applicable. Grantee shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein.

B. Proceeds.

Grantor and Grantee agree that the sale of this CR gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this CR bears to the value of the unrestricted Premises, which has been determined to be 74%. Grantor and Grantee acknowledge that the term "Premises" excludes the portion of the Property expressly unrestricted under this CR, comprising the two (2) Building Envelopes as shown on the Plan.

C. Grantor/Grantee Cooperation Regarding Public Action.

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then 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 ratio of their respective interests, after complying with the terms of any gift, grant or funding requirements, including M.G.L. Chapter 44B and with Article 97 of the Amendments to the Massachusetts Constitution, if applicable. If a less-than-fee interest is so taken, the proceeds shall be equitably allocated according to the nature of the interest taken. Grantee shall use its share of the proceeds like a continuing trust in a manner consistent with the conservation purpose set forth herein.

VI. DURATION AND ASSIGNABILITY.

- A. Running of the Burden. The burden of this CR shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the Grantor's successors and assigns holding any interest in the Premises.

B. Execution of Instruments. The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this CR; the Grantor, for itself and its successors and assigns, appoints the Grantee its attorney-in-fact, coupled with an interest, to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree to execute any such instrument upon request.

C. Running of the Benefits. The Grantee is benefitted by this CR and the benefits of this CR shall be in gross and shall not be assignable by the Grantee, its successors and assigns, except in the following instances:

As a condition of any assignment, the Grantee shall require that the purpose of this CR continues to be carried out; and that the Assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this CR under Section 32 of Chapter 184 of the General Laws of Massachusetts. Any assignment will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VII. SUBSEQUENT TRANSFERS.

The Grantor agrees to incorporate by reference the terms of this CR in any deed or other legal instrument by which Grantor conveys, transfers, or divests itself of any interest in all or a portion of the Premises, including a leasehold interest, and to notify the Grantee sixty days prior to such transfer. Failure of Grantor to do so shall not impair the validity of this CR or limit its enforceability in any way. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

The Grantor shall not be liable for violations occurring after Grantor's ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of the CR shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violation.

VIII. ESTOPPEL CERTIFICATE.

Upon request by Grantor, Grantee shall within thirty (30) days execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this CR.

IX. NON MERGER.

The parties intend that any future acquisition of the Premises shall not result in a merger of the CR 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 CR to ensure that merger does not occur. If it is determined that a transfer or assignment of any interest will result in a merger, no deed shall be effective until this CR has been assigned or other action taken to avoid a merger and preserve the terms and enforceability of this CR. It is the intent of the parties that the Premises will be subject to the terms of this CR in perpetuity, notwithstanding any merger.

X. AMENDMENTS.

If circumstances arise under which amendment to or modification of this CR would be appropriate, Grantor and Grantee may jointly amend this CR, provided that no amendment shall be allowed that will affect the qualifications of the CR or the status of Grantee, under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31 – 33 of Chapter 184 of the General Laws of Massachusetts.

Any amendments to this CR shall occur only in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of the CR, shall not affect its perpetual duration, shall be approved by the MassDEP and the Secretary of Energy and Environmental Affairs, and, if applicable, shall comply with the provisions of Article 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall not be effective until it is executed by all parties and recorded with the Essex County Registry of Deeds.

XI. EFFECTIVE DATE.

This CR shall be effective when it has been

- a. executed by the Grantor, accepted by the Grantee,
- b. the administrative Approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and
- c. it has been recorded with the Essex Country Registry of Deeds. The Grantee shall record this instrument in timely manner in the Essex County Registry of Deeds.

XII. NOTICES.

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by overnight mail by a recognized commercial overnight mail carrier, or sent by first class mail, postage pre-paid,

addressed as follows

To Grantee: The Town of North Andover
 Attn: Conservation Commission
 1600 Osgood Street, Building 20, Suite 2-36
 North Andover, MA 01845

To Grantor: New England Annual Conference
 of the United Methodist Church
 276 Essex Street
 P.O. Box 249
 Lawrence, MA 01842
 Attention: President

With a copy to: Rolling Ridge Conference Center
 United Methodist Conference
 660 Great Pond Road
 North Andover, MA 01845
 Attention: Director

or to such other address as any of the above parties shall designate from time to time by written notice to the other or that is reasonable ascertainable by the parties.

XIII. GENERAL PROVISIONS.

A. Controlling Law. The interpretation and performance of this CR shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this CR shall be liberally construed in favor of the grant to affect the purpose of this CR and the policy and purpose of Massachusetts General Laws Chapter 184, Sections 31 through 33. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of the CR that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability. If any section or provision of this CR shall be held to be unenforceable by any court of competent jurisdiction, the CR shall be construed as though such section had not been included in it. If any section or provision of the CR shall be susceptible to two constructions, one of which would render such section or provision invalid, then such section or provision shall be given the construction that would render it valid.

D. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the CR and supersedes all prior discussions, negotiations, understandings, or agreements relating

the CR, all of which are merged herein.

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

F. Exclusion of Building Envelopes from Premises. Notwithstanding references in Section II to rights of the Grantor with respect to buildings, structures and other facilities located within the two (2) Building Envelopes shown on the Plan, and notwithstanding any provision contained in this Conservation Restriction seeming to the contrary, Grantor and Grantee agree and restate that the portions of the Property contained within said Building Envelopes are specifically excluded from the definition of the term "Premises" hereunder and that this Conservation Restriction does not encumber or restrict in any way the land and improvements contained within said Building Envelopes.

XIV. MISCELLANEOUS.

A. Pre-existing Public Rights. Approval of the CR pursuant to M.G.L. Chapter 184, Section 32 by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

B. Deed Stamps. No Deed Stamps are due pursuant to M.G.L. Chapter 64D, § 1.

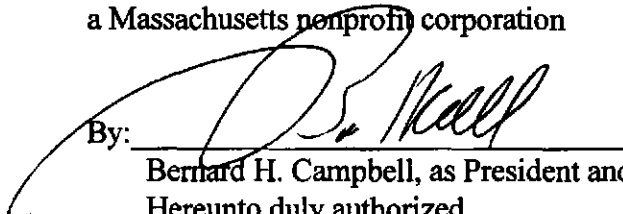
C. Certification as to Vote Requirements. The undersigned hereby certify that this Conservation Restriction for Public Drinking Water Supply Protection is the same as the May 11, 2011 DRAFT version that was presented to the Board of Trustees on May 14, 2011 at the time of the vote adopting the Resolution Approving Grant of Conservation Restriction and Easement for the Rolling Ridge Conference Center, except that the changes to the Conservation Restriction required by the Vote have been made; that there are no other changes that we have determined to be of a substantive nature; and that the undersigned have approved all changes.

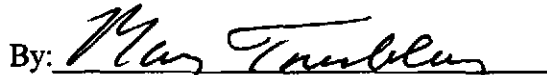
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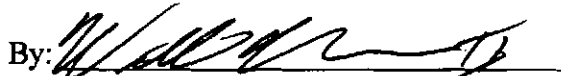
[Signature pages follow]

EXECUTED as an instrument under seal in multiple counterparts as of the 6th day of June, 2011.

GRANTOR:
THE NEW ENGLAND ANNUAL CONFERENCE
OF THE UNITED METHODIST CHURCH
a Massachusetts nonprofit corporation

By: 
Bernard H. Campbell, as President and Trustee
Hereunto duly authorized



By: 
Mary Tremblay, as Treasurer and Trustee
Hereunto duly authorized

By: 
William V. Burnside II, as Treasurer
Hereunto duly authorized

STATE OF NEW HAMPSHIRE

COUNTY OF ROCKINGHAM, ss.

On this 6th day of June, 2011, before me, the undersigned notary public, personally appeared Bernard H. Campbell, as President and Trustee of New England Annual Conference of the United Methodist Church, 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 President and Trustee aforesaid.

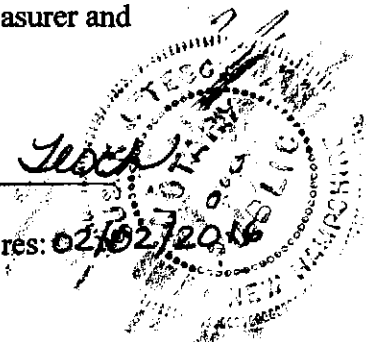

Notary Public
My commission expires: 03/02/2013


STATE OF NEW HAMPSHIRE

COUNTY OF ROCKINGHAM, ss.

On this 6th day of June, 2011, before me, the undersigned notary public, personally appeared Mary Tremblay, as Treasurer and Trustee of New England Annual Conference of the United Methodist Church, 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 Treasurer and Trustee aforesaid.

Susan J. Teich
Notary Public
My commission expires: 02/02/2016

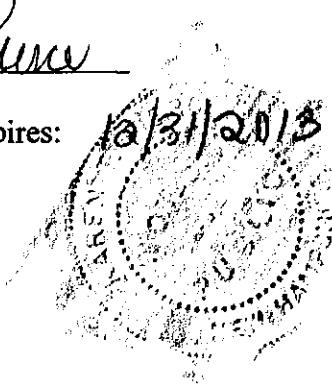


STATE OF NEW HAMPSHIRE

COUNTY OF ROCKINGHAM, ss

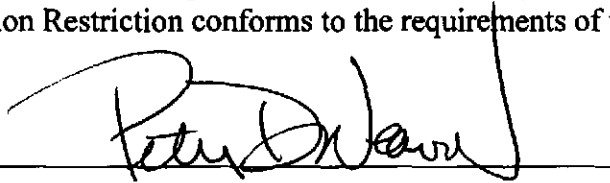
On this 6th day of June, 2011, before me, the undersigned notary public, personally appeared William v. Burnside, II, as Treasurer of New England Annual Conference of the United Methodist Church, a Massachusetts corporation, proved to me through satisfactory evidence of identification, which was [my 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 Treasurer aforesaid.

Karen D. Ponce
Notary Public
My commission expires: 12/31/2013



CERTIFICATION OF THE BISHOP

Pursuant to the requirements of paragraph 2515 of the 2008 Book of Discipline of the United Methodist Church ("Discipline") I, Peter D. Weaver, presiding bishop of the New England Annual Conference of the United Methodist Church, certify that the interest granted in this Conservation Restriction has the consent of the presiding bishop of the conference, and a majority of the district superintendents. I also certify that I have determined that this grant of Conservation Restriction conforms to the requirements of the Discipline.

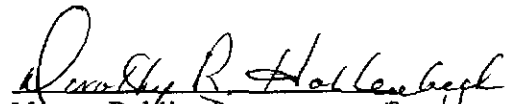


Peter D. Weaver
Resident Bishop
New England Conference of the United Methodist Church

COMMONWEALTH OF MASSACHUSETTS

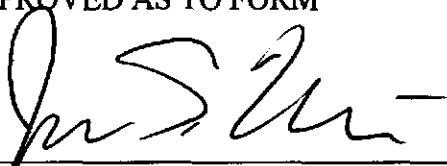
COUNTY OF ESSEX, ss

On this 6th day of June, 2011, before me, the undersigned notary public, personally appeared Peter D. Weaver as Resident Bishop of the New England Annual Conference of the United Methodist Church, 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 Resident Bishop aforesaid.



Notary Public DOROTHY R. HOLLENBEC
My commission expires: Aug. 29. 2014

APPROVED AS TO FORM



Jeanne S. McKnight, Esq.
Counsel for New England Annual Conference
of the United Methodist Church

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK, ss

On this 22 day of June, 2011, before me, the undersigned notary public, personally appeared Jeanne S. McKnight, Counsel for of New England Annual Conference of the United Methodist Church, 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 Treasurer aforesaid.



Notary Public
My commission expires:



ACCEPTANCE 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 June 6, 2011, the Board voted to accept the foregoing Conservation Restriction in accordance with M.G.L. Chapter 184, §32 .

EXECUTED as an instrument under seal as of the 6 day of June, 2011
TOWN OF NORTH ANDOVER ACTING BY AND THROUGH ITS BOARD OF
SELECTMEN

[Signature]
Jay Miller

Will F. Card
[Signature]
[Signature]

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF ESSEX, ss.

On this 6 day of June, 2011, before me, the undersigned notary public, personally appeared

William Gordon Tracy Watson, Rosemary Connelly Smedley
Donald Stewart, & Daniel Lomen

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 a member of the Town of North Andover Board of Selectmen.

Cedele J. Johnson
Notary Public
My commission expires: Dec 29, 2011

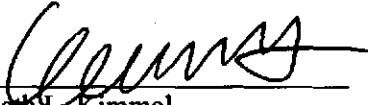
30-acre Conservation Restriction
Rolling Ridge, North Andover, Massachusetts

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**APPROVAL BY COMMISSIONER OF
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

The undersigned, Commissioner of the Massachusetts Department of Environmental Protection 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 40, Sections 15B and 41.

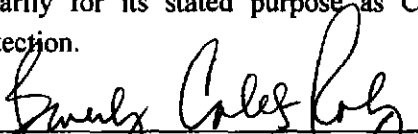
Dated: June 17, 2011


Kenneth L. Kimmel
Commissioner of MassDEP

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk

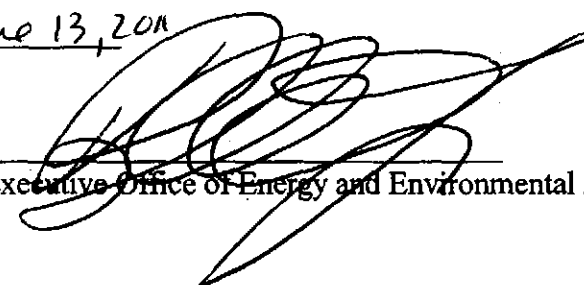
On this 17th day of JUNE, 2011, before me, the undersigned notary public, personally appeared Kenneth L. Kimmel and proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Commissioner of the Massachusetts Department of Environmental Protection.


Notary Public
My Commission Expires: November 26, 2015

APPROVAL BY SECRETARY OF ENERGY AND 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 as being in the public interest pursuant to Massachusetts General Laws Chapter 184, Section 32.

Date: June 13, 2011



Secretary of Executive Office of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

On this 13th day of June, 2011, before me, the undersigned notary public, personally appeared Richard C. Sullivan, 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 Secretary of Energy & Environmental Affairs of The Commonwealth of Massachusetts.

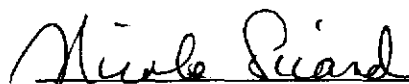

(name of notary)
Notary Public
My commission expires: 12/15/2011

EXHIBIT A

Plan of Land

Property Description

EXHIBIT ACONSERVATION RESTRICTION

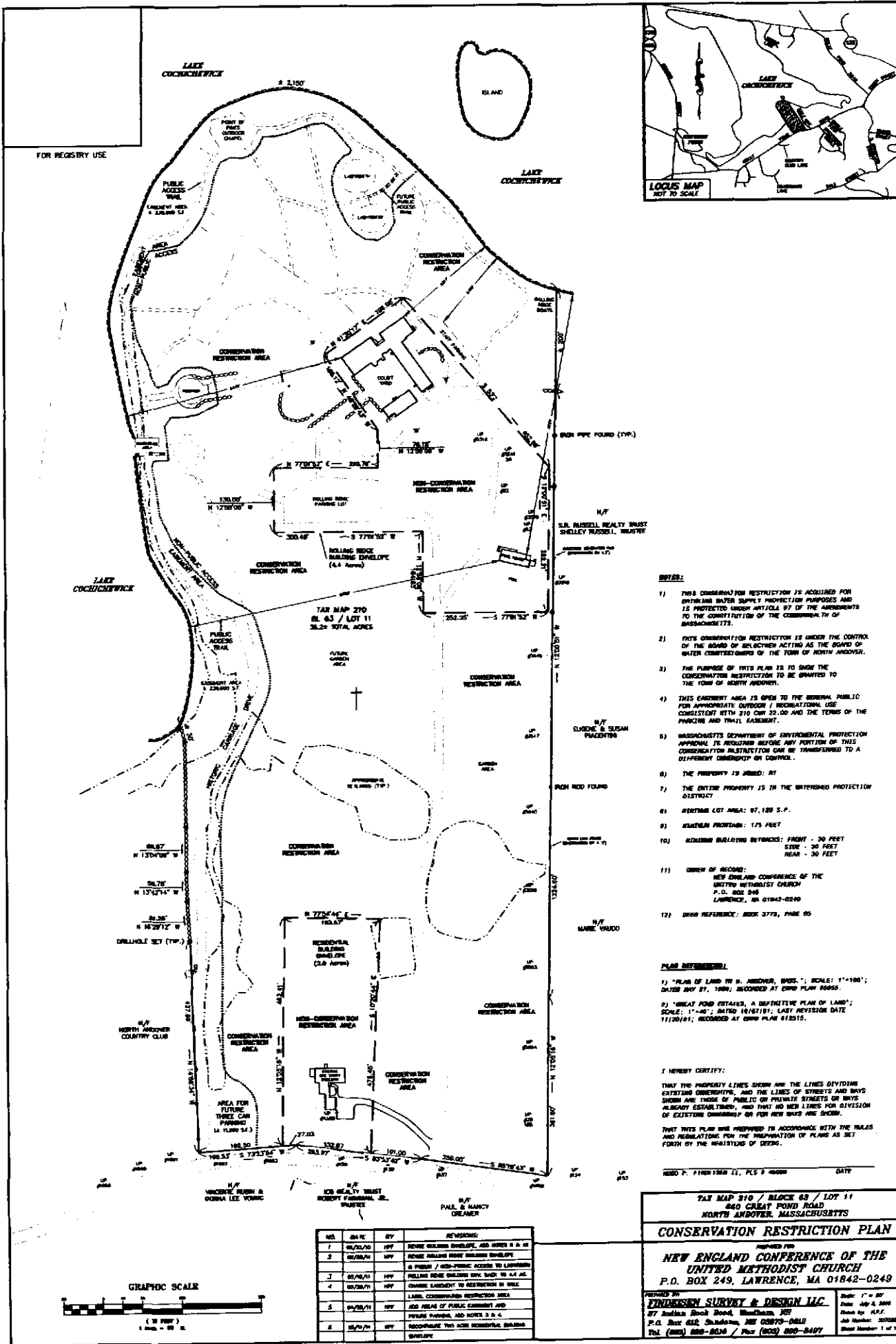
600 GREAT POND ROAD
NORTH ANDOVER, MASSACHUSETTS

A Conservation Restriction for Public Drinking Water Supply Protection from the New England Annual Conference of the United Methodist Church to the Town of North Andover, in North Andover, Essex County, Massachusetts, in the land shown as "Conservation Restriction" on that certain plan of land entitled, "Conservation Restriction Plan Prepared For New England Conference of the United Methodist Church", Scale 1" = 80', dated July 8, 2010, prepared by Findeisen Survey and Design, Windham, NH, which plan is recorded with the Essex North District Registry of Deeds as Plan No. 16403 of 2011, to which plan reference is hereby made for a more particular description.

The Conservation Restriction is contained within the following described land:

A certain parcel of land situated in North Andover, Essex County, Massachusetts, on Great Pond Road, and being shown as the "33.8± Acres" parcel on a plan entitled, "Plan of Land in N. Andover, Mass. Belonging to New England Conference Board of Education", dated May 31, 1968, prepared by B. Conrad Levy & Associates, and recorded with the Essex North District Registry of Deeds as Plan No. 5855 of 1968, to which plan reference is hereby made for a more particular description.

EXHIBIT A



- NOTES:**
- 1) THIS CONSERVATION RESTRICTION IS ACQUIRED FOR ENVIRONMENTAL WATER SUPPLY PROTECTION PURPOSES AND IS PROTECTED UNDER ARTICLE 97 OF THE AMENDMENTS TO THE CONSTITUTION OF THE COMMONWEALTH OF MASSACHUSETTS.
 - 2) THIS CONSERVATION RESTRICTION IS UNDER THE CONTROL OF THE BOARD OF SELECTMEN ACTING AS THE BOARD OF WATER COMMISSIONERS OF THE TOWN OF NORTH ANDOVER.
 - 3) THE PURPOSE OF THIS PLAN IS TO SHOW THE CONSERVATION RESTRICTION TO BE GRANTED TO THE TOWN OF NORTH ANDOVER.
 - 4) THIS EASEMENT AREA IS OPEN TO THE GENERAL PUBLIC FOR APPROPRIATE OUTDOOR / RECREATIONAL USE CONSISTENT WITH 910 CMR 22.00 AND THE TERMS OF THE FINCHES AND TRAIL EASEMENT.
 - 5) MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION APPROVES ITS REGULATION BEFORE ANY PORTION OF THIS CONSERVATION RESTRICTION CAN BE TRANSFERRED TO A DIFFERENT OWNERSHIP OR CONTROL.
 - 6) THE PROPERTY IS ZONED: RT
 - 7) THE ENTIRE PROPERTY IS IN THE UNINCORPORATED PROTECTION DISTRICT
 - 8) NEIGHBOR LOT AREA: 97,129 S.F.
 - 9) MINIMUM FRONTAGE: 175 FEET
 - 10) MINIMUM BUILDING SETBACKS: FRONT - 30 FEET
SIDE - 30 FEET
REAR - 30 FEET
 - 11) OWNER OF RECORD:
NEW ENGLAND CONFERENCE OF THE
UNITED METHODIST CHURCH
P.O. BOX 249
LAWRENCE, MA 01842-0249
 - 12) DEED REFERENCE: BOOK 3779, PAGE 65

- PLAN REFERENCES:**
- 1) "PLAN OF LAND OF N. ANDOVER, MASS.": SCALE: 1"=100'; DATED MAY 27, 1989; RECORDED AT DEED PLAN 1989-5.
 - 2) "WATER POND ESTATE, A DEFINITIVE PLAN OF LAND": SCALE: 1"=40'; DATED 11/21/81; LAST REVISION DATE 11/20/81; RECORDED AT DEED PLAN 81215.

I HEREBY CERTIFY:
THAT THE PROPERTY LINES SHOWN ARE THE LINES DIVIDING EXISTING OWNERSHIP, AND THE LINES OF STREETS AND BAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR BAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW BAYS ARE SHOWN.
THAT THIS PLAN WAS PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS FOR THE PREPARATION OF PLANS AS SET FORTH BY THE REGISTER OF DEEDS.

DEED P. 1187388 11, PLS 9 48888 DATE

TAX MAP 210 / BLOCK 63 / LOT 11
460 GREAT POND ROAD
NORTH ANDOVER, MASSACHUSETTS

CONSERVATION RESTRICTION PLAN
PREPARED FOR
**NEW ENGLAND CONFERENCE OF THE
UNITED METHODIST CHURCH**
P.O. BOX 249, LAWRENCE, MA 01842-0249

PREPARED BY
FINNISKEN SURVEY & DESIGN LLC
87 Andover Road, Andover, MA
P.O. Box 632, Andover, MA 02020-0632
Tel: (978) 888-8834 / Fax: (978) 888-8497
Scale: 1" = 80'
Date: July 4, 2009
Drawn by: M.F.J.
Job Number: 200908
Sheet Number: 1 of 1

REV.	DATE	BY	REVISIONS:
1	06/20/09	MPV	REMOVE ROLLING RIDGE AND ROLLING R. & R.
2	06/20/09	MPV	REMOVE ROLLING RIDGE BUILDING ENVELOPE
3	06/20/09	MPV	ADD PUBLIC / NON-PUBLIC ACCESS TO LAKEWATER
4	06/20/09	MPV	CHANGE LAYOUT TO RESTRICTION IN AREA
5	06/20/09	MPV	LAND CONSERVATION RESTRICTION AREA
6	06/20/09	MPV	ADD AREAS OF PUBLIC EASEMENT AND PUBLIC PARKING, AND NOTES 3 & 4.
7	06/20/09	MPV	RECONSTRUCT THE ACRES IDENTIFIED BY THE ENVELOPE



EXHIBIT B

Grant of Trail and Parking Easement

GRANT OF TRAIL AND PARKING EASEMENT

We, **THE NEW ENGLAND ANNUAL CONFERENCE OF THE UNITED METHODIST CHURCH** (formerly known as The Southern New England Conference of the United Methodist Church), a Massachusetts nonprofit corporation, with an address of 276 Essex Street, Lawrence, Massachusetts 01842, being the sole owner, for its successors and assigns, ("Grantor") for nominal consideration, the receipt and sufficiency of which is hereby acknowledged, **GRANTS**, to the **TOWN OF NORTH ANDOVER**, a Massachusetts municipal corporation having an address of 120 Main Street, North Andover, Massachusetts, 01845, acting through its Conservation Commission with the approval of Town Meeting (together with its successors and permitted assigns, "Grantee"), the perpetual right and exclusive easement (i) to cross and recross that certain real property commonly known as the Rolling Ridge Retreat Conference Center, located at 660 Great Pond Road, North Andover Massachusetts, 01845, more particularly shown as the "Easement Area" on that certain plan of land entitled "Conservation Restriction Plan", dated July 8, 2010, Scale 1" = 80', prepared by Findeisen Survey & Design LLC (the "Plan"), included on Exhibit A attached hereto and incorporated herein, (the "Premises"), within the Public Access that runs from Great Pond Road along the shoreline to the area identified on the Plan as the "Labyrinth" (the "Easement Area"), (ii) to construct, operate, use, locate, relocate, repair and/or maintain an unpaved trail within the Easement Area, provided that said trail shall not exceed six feet (6') in width at any point (as said trail may be constructed, located, relocated (within the Easement Area) and/or reduced in width from time to time, the "Public Access Trail"), and (iii) to construct, use, repair and maintain a parking area with a maximum of three parking spaces within the "Area for Future Three Car Parking" (the "Public Parking Area"), all as more particularly depicted upon the Plan, all on the terms and conditions set forth herein (collectively, this "Easement").

1. **PURPOSE.** The primary purpose of this Easement is to provide permanent, perpetual (i) non-motorized recreational use, including walking, jogging, skiing, and snowshoeing within the Easement Area, and (ii) parking, for the public within the Public Parking Area.

2. **PERMITTED USES.**

A. **Public Use.** There is hereby granted the perpetual right for the public to enter upon and use, and pass and repass over the Easement Area during daylight hours, solely for passive and non-motorized recreational purposes, with the exception of motorized wheel chairs as required by the Americans with Disabilities Act, including, but not limited to, walking, jogging, cross-country skiing, and snowshoeing. Notwithstanding the perpetual nature of this Easement, by mutual agreement Grantor and Grantee shall have the right to temporarily restrict the public use of the Easement Area by means of reasonable rules and regulations promulgated jointly by the Grantor and the Grantee. Said rules or regulations may (1) address or ensure that public access preserves or promotes (i) the natural resource values of the Premises, and

(ii) the purposes set forth in the Conservation Restriction (as defined below); (2) limit the manner and conduct of such public access; and (3) provide for occasional and temporary periods of partial or total prohibition of public access to all or a portion of the Easement Area and/or the Premises for public health or safety purposes, including accommodating approved or other expressly permitted uses of the Premises by Grantor pursuant to that certain Conservation Restriction granted by the Grantor to the Town of North Andover acting through its Board of Selectmen of even date and recorded simultaneously herewith, and incorporated herein by reference (Hereinafter the "Conservation Restriction" or Exhibit B).

B. Public Access Trail. Grantee shall have the right but not the obligation (i) to cross and recross the Easement Area, and (ii) to construct, mark, clear, operate, use, repair, replace and forever maintain the Public Access Trail (such maintenance to include, but not be limited to, trimming limbs and branches, clearing vegetation and removing obstacles that impede safe passage along the Trail), within the Easement Area, by motorized and non-motorized means, provided that said trail shall not exceed six feet (6') in width at any point. Subject to Grantor's prior written consent, which shall not be unreasonably withheld, delayed or denied, Grantee shall have the right to relocate the Public Access Trail within the Easement Area. All costs and expenses incurred for such relocation shall be borne solely by Grantee. The primary purpose of this Public Access Trail is to provide permanent, perpetual non-motorized recreational use (except with respect to and the use of a motorized wheelchair or other disabled assistance devices by an individual with disability(ies) in order to facilitate such individual's participation in the activities permitted hereunder), including, but not limited to, walking, jogging, skiing and snowshoeing, within the Easement Area by the public during daylight hours.

C. Public Parking. Grantee shall have the right to construct, use and maintain a parking area with a maximum of three (3) parking spaces within the "Public Parking Area", and to permit the public to use such parking area. The parking area shall be located and/or landscaped so that it is not visible from the facilities located within the Building Envelopes as shown on the Plan. The design of said parking area, although taking into consideration safety concerns, shall be controlled by environmental protection concerns including but not limited to protection of ground water quality and quantity, which may require the parking area to be of pervious material. The parking area shall be permanently maintained in good working order by Grantee.

3. PROHIBITED USES. Other than Grantee's Rights and Grantor's Reserved Rights (as defined in Section 4 herein), Grantor and Grantee acknowledge and agree that the following uses of the Easement Area by the Grantee and the public are strictly prohibited: (i) use of the Easement Area at any times other than during seasonal daylight hours, (ii) use of the Easement Area for consumption of alcoholic beverages, campfires, overnight camping, carrying and/or

discharging firearms, and/or hunting, (iii) use of the Easement Area by motorized vehicles, except as required to complete any necessary trail construction and maintenance or for access by emergency vehicles and/or motorized wheelchairs if required by law; (iv) use of the Easement Area for the installation of utilities, without the express written consent of the Grantor, its successors and assigns, and (v) those certain uses prohibited by the Conservation Restriction.

4. **GRANTOR'S RESERVED RIGHTS.** Notwithstanding anything to the contrary set forth herein and except as otherwise permitted under the Conservation Restriction, Grantor expressly reserves (i) the right to cross and recross the Easement Area by motorized and non-motorized means for all reasonable purposes, including, but not limited to, to access the Premises provided, however, that Grantor's exercise of these reserved rights shall not unreasonably interfere with the purposes of this Easement, and (ii) any and all rights and uses permitted under the Conservation Restriction, a copy which is attached as Exhibit B (collectively, "Grantor's Reserved Rights").

5. **GRANTEE'S RIGHTS.** Grantee shall (i) secure any and all necessary permits relating to Grantee's activities within the Easement Area, and (ii) ensure that any and all activities performed by Grantee and/or its employees, agents or contractors within the Easement Area are in compliance with all applicable laws, and (iii) and all rights and uses permitted hereunder.

6. **MANAGEMENT OF PUBLIC USE.** Upon the written request of Grantor, Grantee, at Grantee's sole expense, shall post appropriate notices within the Easement Area to discourage prohibited and disallowed uses and to restrict access to the trail, informing the public that the Easement Area is private property, and alerting the public to applicable rules and regulations. Such notices shall indicate that the trail extends through private land, that users must stay on the trail and should pass through quietly. Except as otherwise provided herein, Grantee shall have the right, in its sole discretion, to restrict or limit public use of, and access to, the trail.

7. **LIMITATION OF LIABILITY OF GRANTOR.** Pursuant to Massachusetts General Laws, Chapter 21, Section 17C, (or any successor statute) Grantor, Grantee or their successors shall not be liable for injuries to persons or property sustained by any member of the public who uses the Easement Area in the absence of willful, wanton, or reckless conduct by Grantor or Grantee.

8. **RELOCATION BY GRANTOR.** If the location of the trail materially interferes with Grantor's use of the Premises, Grantor may relocate the trail within the Easement Area consistent with the purposes of this Easement to an alternative location mutually agreed upon by both Grantor and Grantee, provided that Grantor receives applicable local regulatory permits and that such relocation and trail reconstruction offers safe, reasonably dry passage and the area to which it is relocated is not substantially or materially more difficult in terrain or topography. In the event that Grantor desires to relocate the trail, Grantor shall notify Grantee and the parties shall meet to mutually agree upon an alternative location within the Easement Area. Grantor shall within 60 days relocate the trail within the Easement Area by pruning as necessary, re-posting signage and permitted barriers, etc. so that the replacement trail is as usable by the public as the abandoned trail. In the event of such approved relocation of the trail, Grantor and Grantee shall jointly execute an amended GRANT OF TRAIL EASEMENT in recordable form, which shall set forth the relocated trail with particularity. Recording of the document showing the relocation of the trail will constitute an abandonment of any portion of this trail that is not

included within the relocated trail. Any cost of such relocation and amendment of record shall be borne by Grantor.

9. **EASEMENT RUNS WITH THE LAND.** This Easement shall run with the land and be binding upon Grantor and all those claiming title by, through or under Grantor. For Grantor's title, see deed of New England Conference Board of Education dated May 25, 1993 to The Southern New England Conference of the United Methodist Church recorded with the Essex County Registry of Deeds in Book 3773, page 65.

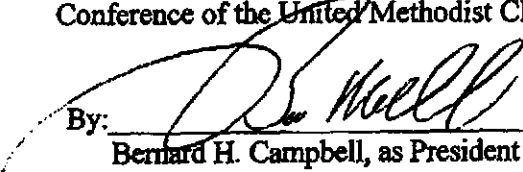
10. **AMENDMENT.** This instrument constitutes the entire agreement between Grantor and Grantee pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings, and it may be amended only by an instrument in writing signed by both parties and recorded in the Essex County Registry of Deeds.

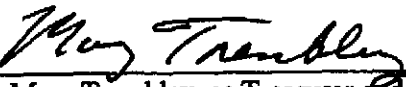
[Remainder of page intentionally left blank.]


EXECUTED as an instrument under seal as of the 6th day of June, 2011.

GRANTOR:

**NEW ENGLAND ANNUAL CONFERENCE OF
THE UNITED METHODIST CHURCH**
(formerly known as The Southern New England
Conference of the United Methodist Church)

By: 
Bernard H. Campbell, as President and Trustee
Hereunto duly authorized

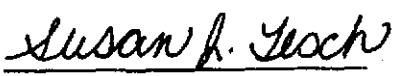
By: 
Mary Tremblay as Treasurer and Trustee
Hereunto duly authorized

By: 
William V. Burnside II, as Treasurer
Hereunto duly authorized

STATE OF NEW HAMPSHIRE

COUNTY OF ROCKINGHAM, ss.

On this 6th day of June, 2011, before me, the undersigned notary public, personally appeared Bernard H. Campbell, as President and Trustee of New England Annual Conference of the United Methodist Church, 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 President and Trustee aforesaid.


Notary Public
My commission expires: 02/02/2016

STATE OF NEW HAMPSHIRE

COUNTY OF ROCKINGHAM, ss.

On this 6th day of June, 2011, before me, the undersigned notary public, personally appeared Mary Tremblay, as Treasurer and Trustee of New England Annual Conference of the United Methodist Church, 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 Treasurer and Trustee aforesaid.

Susan J. Black
Notary Public
My commission expires: 02/02/2016

STATE OF NEW HAMPSHIRE

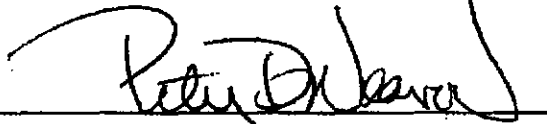
COUNTY OF ROCKINGHAM, ss

On this 6th day of June, 2011, before me, the undersigned notary public, personally appeared William v. Burnside, II, as Treasurer of New England Annual Conference of the United Methodist Church, 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 Treasurer aforesaid.

Ann J. Russo
Notary Public
My commission expires: 10/31/2013

CERTIFICATION OF THE BISHOP

Pursuant to the requirements of paragraph 2515 of the 2008 Book of Discipline of the United Methodist Church ("Discipline") I, Peter D. Weaver, presiding bishop of the New England Annual Conference of the United Methodist Church, certify that the interest granted in this Conservation Restriction has the consent of the presiding bishop of the conference, and a majority of the district superintendents. I also certify that I have determined that this grant of Conservation Restriction conforms to the requirements of the Discipline.

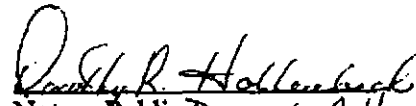


Peter D. Weaver
Resident Bishop
New England Conference of the United Methodist Church

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF ESSEX, ss

On this 6th day of June, 2011, before me, the undersigned notary public, personally appeared Peter D. Weaver as Resident Bishop of the New England Annual Conference of the United Methodist Church, 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 Resident Bishop aforesaid.



Notary Public DOROTHY R. HOLLENBECK
My commission expires: Aug. 29, 2014

ACCEPTANCE OF THE GRANT OF EASEMENT
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 accepts the foregoing Easement.

EXECUTED as an instrument under seal as of the 6th day of June, 2011
TOWN OF NORTH ANDOVER ACTING BY AND THROUGH ITS BOARD OF
SELECTMEN

[Signature]
[Signature]

[Signature]
[Signature]
[Signature]

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF ESSEX, ss.

On this 6th day of June, 2011, before me, the undersigned notary public,
personally appeared

Tracy Watson, William Gordon, Rosemary Connelly Smedile,
Donald Stewart, Doniel Lomen

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 a member of the Town of North Andover Board of Selectmen.

[Signature]
Notary Public

My commission expires: Dec 29, 2011

ACCEPTED BY:

The Town of North Andover, acting by and through its Conservation Commission with the approval of the Town Meeting and pursuant to the provisions of M.G.L. Chapter 40, §8C, hereby accepts the foregoing Easement.

[Signature]
Deborah A. Felton
[Signature]
[Signature]

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF ESSEX, ss.

On this 7 day of June, 2011, before me, the undersigned notary public, personally appeared

Louis Napoli, Deborah Felton, Douglas Soal,
Joseph Lynch

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 a member of the Town of North Andover Conservation Commission.

[Signature]
Notary Public

My commission expires: 1/20/2017

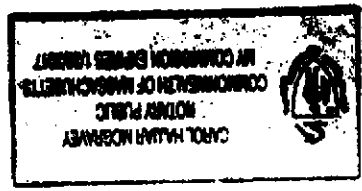


EXHIBIT ATRAIL AND PARKING EASEMENT

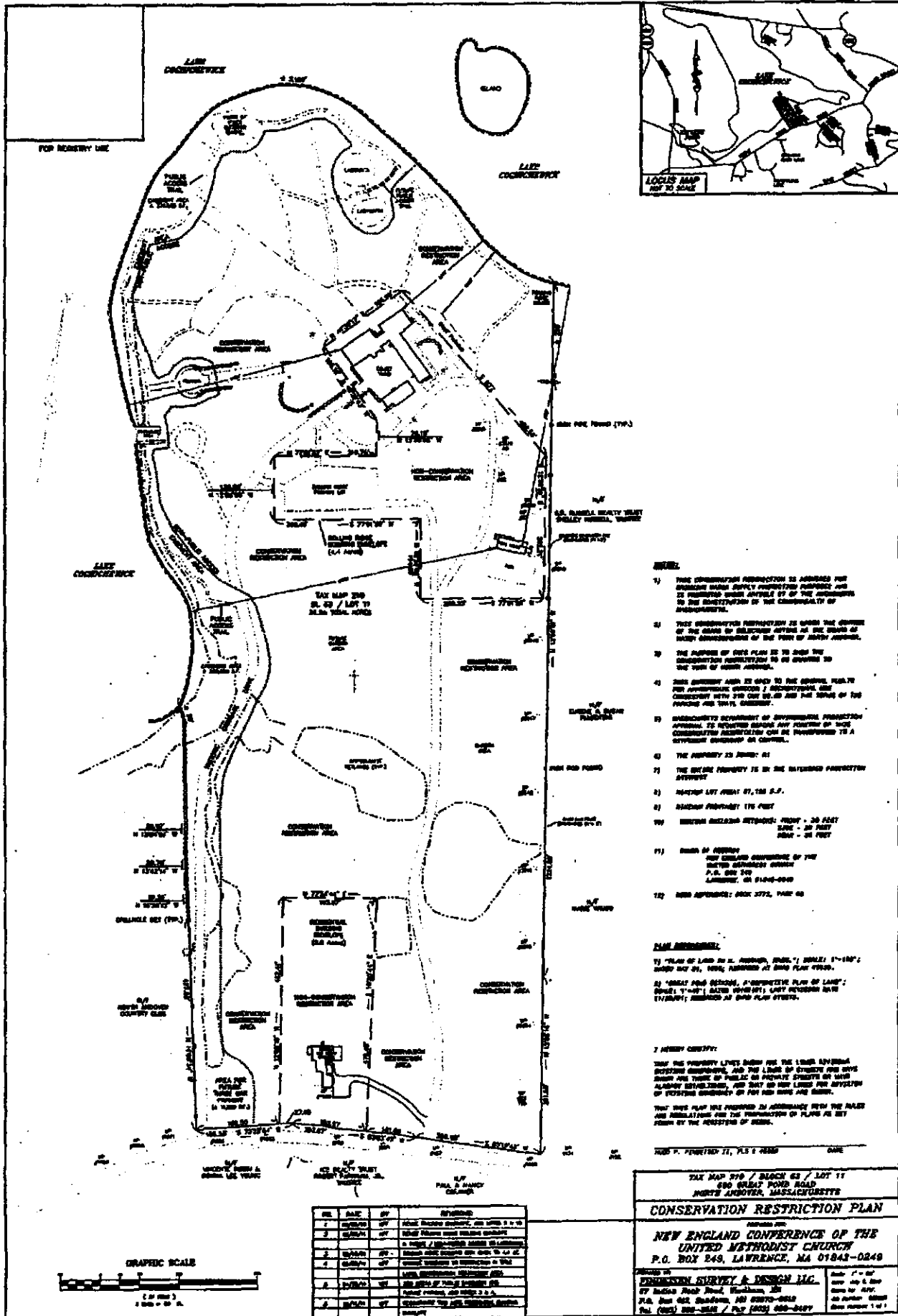
600 GREAT POND ROAD
NORTH ANDOVER, MASSACHUSETTS

A Grant of Trail and Parking Easement from the New England Annual Conference of the United Methodist Church to the Town of North Andover, in North Andover, Essex County, Massachusetts, and being shown as the "Easement Area" on that certain plan of land entitled, "Conservation Restriction Plan Prepared For New England Conference of the United Methodist Church", Scale 1" = 80', dated July 8, 2010, prepared by Findeisen Survey and Design, Windham, NH, which plan is recorded with the Essex North District Registry of Deeds as Plan No. _____ of 2011, to which reference is hereby made for a more particular description.

The Trail and Parking Easement is contained within the following described land:

A certain parcel of land situated in North Andover, Essex County, Massachusetts, on Great Pond Road, and being shown as the "33.8± Acres" parcel on a plan entitled, "Plan of Land in N. Andover, Mass. Belonging to New England Conference Board of Education", dated May 31, 1968, prepared by B. Conrad Levy & Associates, and recorded with the Essex North District Registry of Deeds as Plan No. 5855 of 1968, to which plan reference is hereby made for a more particular description.

EXHIBIT A



- NOTES:**
- 1) THIS CONSERVATION RESTRICTION IS APPROVED FOR PURPOSES OF THE MASSACHUSETTS CONSERVATION RESTRICTION ACT AND IS SUBJECT TO THE APPROVAL OF THE COMMISSIONER OF ENVIRONMENTAL AFFAIRS.
 - 2) THIS CONSERVATION RESTRICTION IS APPROVED FOR THE PURPOSES OF THE MASSACHUSETTS CONSERVATION RESTRICTION ACT AND IS SUBJECT TO THE APPROVAL OF THE COMMISSIONER OF ENVIRONMENTAL AFFAIRS.
 - 3) THE APPROVAL OF THIS PLAN IS TO GRANT THE CONSERVATION RESTRICTION TO BE SUBJECT TO THE TERMS OF SAID ACT.
 - 4) THIS RESTRICTION AREA IS OPEN TO THE GENERAL PUBLIC FOR RECREATION PURPOSES AND CONSERVATION OF THE NATURAL AND CULTURAL HERITAGE OF THE AREA.
 - 5) MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL AFFAIRS APPROVAL IS REQUIRED BEFORE ANY FORMER OF THIS CONSERVATION RESTRICTION CAN BE ENFORCED TO A SIGNIFICANT DEGREE OR EXTENT.
 - 6) THE APPROVAL IS SUBJECT TO:
 - 7) THE EXISTING PROPERTY IS IN THE UNZONED PROTECTIVE ZONING DISTRICT.
 - 8) HEIGHTS NOT EXCEED 20 FEET.
 - 9) MINIMUM SETBACKS: FRONT - 30 FEET, SIDE - 20 FEET, REAR - 20 FEET.
 - 10) AREA OF RESTRICTION: SEE ATTACHED MAPS OF THE UNITED STATES GOVERNMENT, P.O. BOX 249, LAWRENCE, MA 01843-0249.
 - 11) THIS APPROVAL IS SUBJECT TO THE APPROVAL OF THE COMMISSIONER OF ENVIRONMENTAL AFFAIRS.

PLAN REFERENCES:

- 1) "PLAN OF LAND IN S. APPROX. 1/2 ACRES," SCALE: 1"=100', DATED MAY 21, 1984, APPROVED AT 2000 PLAN 47800.
- 2) "SMALL POND DESIGN, A RESTRICTION PLAN OF LAND," SCALE: 1"=50', DATED 1984, LAST REVISION DATE 11/18/84; APPROVED AT 2000 PLAN 47800.

I HEREBY CERTIFY:

THAT THE PROPERTY LINES SHOWN ARE THE LEGAL BOUNDARIES OF THE PROPERTY DESCRIBED, AND THE LINES OF RESTRICTION AND ZONING ARE SHOWN AND THAT THE PUBLIC OR PRIVATE RIGHTS OF THE ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR RESTRICTION OR ZONING ARE SHOWN AND THAT THE PROPERTY IS NOT SUBJECT TO ANY OTHER RESTRICTION OR ZONING.

THAT THIS PLAN WAS PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS FOR THE PREPARATION OF PLANS AS SET FORTH BY THE COMMISSIONER OF MASS.

DATE: FEBRUARY 11, 1985

NO.	DATE	BY	REVISION
1	1985/02/11	SP	FINAL DESIGN, APPROVED AT 2000 PLAN 47800
2	1985/02/11	SP	FINAL DESIGN, APPROVED AT 2000 PLAN 47800
3	1985/02/11	SP	FINAL DESIGN, APPROVED AT 2000 PLAN 47800
4	1985/02/11	SP	FINAL DESIGN, APPROVED AT 2000 PLAN 47800
5	1985/02/11	SP	FINAL DESIGN, APPROVED AT 2000 PLAN 47800
6	1985/02/11	SP	FINAL DESIGN, APPROVED AT 2000 PLAN 47800

TAX MAP 519 / BLOCK 63 / LOT 11
 600 GREAT POND ROAD
 NORTH ANDOVER, MASSACHUSETTS
CONSERVATION RESTRICTION PLAN
 APPROVED FOR:
NEW ENGLAND CONFERENCE OF THE UNITED METHODIST CHURCH
 P.O. BOX 249, LAWRENCE, MA 01843-0249
 PREPARED BY:
PENNINGTON SURVEY & DESIGN, INC.
 27 MILLIS ROAD, MILLIS, MA
 P.O. BOX 601, SHARON, MA 01907-0601
 TEL: (508) 888-3848 / FAX: (508) 888-3847

EXHIBIT C

Town Meeting Votes



**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 29 at the Dissolved 2010 Annual Town Meeting held May 11, 2010 and May 12, 2010:

Article 29. Report of the Community Preservation Committee and Appropriation From the Community Preservation Fund. Unanimous Vote to receive the report of the Community Preservation Committee and to appropriate from the Community Preservation Fund in accordance with the provisions of Massachusetts General Law Chapter 44B funding for the following purposes:

List of Appropriations – Community Preservation Fund

Description	Amount	Category
Town Common: Scenic restoration; underground utilities	\$450,000	Historical Preservation
Ridgewood Cemetery: Restoration of gates, Veteran's lot, grave markers and landscapes (Phase II)	\$70,150	Historical Preservation
Stevens Library: Restoration of main walkway	\$50,000	Historical Preservation
Main Street Fire House: Refurbishment of building infrastructure (Phase II)	\$22,500	Historical Preservation
Hay Scales Building (Town Common); Building Restoration (Phase II)	\$7,695	Historical Preservation

ATTEST:
A True Copy:
Joyce A. Bradshaw
Town Clerk

Reserve for future expenditures	\$182,400	Affordable Housing
Principal and Interest expenses: Windrush Farm	\$650,000	Open Space Protection
Rolling Ridge: Purchase of conservation restriction, public trail access and parking area	\$600,000	Open Space Protection
Windrush Farm: Parking area	\$15,000	Open Space Protection
Administrative Costs	\$30,000	Administrative and Operating Expenses
Total Appropriations	\$2,077,745	

In addition, it was voted that a "Sense of the Meeting" be directed to Verizon regarding the removal of poles in the Old Center Common.

VOTED MAY 12, 2010

ATTEST:
A True Copy

James P. [Signature]
Town Clerk



**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 8 at the Dissolved Special Town Meeting for the Town of North Andover held November 17, 2010:

Article 8. Acquisition of Rolling Ridge Conservation Restriction for Drinking Water Protection Purposes. Unanimous Vote on the recommendations of the Community Preservation Committee and, pursuant to Massachusetts General Laws, Chapter 44B, to authorize the Treasurer with the approval of the Selectmen, to expend up to \$600,000 from the amount already appropriated from the Community Preservation Fund by vote upon Article 29 of the 2010 Annual Town Meeting, for the purpose of purchasing a Conservation Restriction which includes drinking water protection purposes, of approximately 32 +/- acres, on land owned by The New England Annual Conference of United Methodist Church, which is shown on the plan entitled: "Conservation Easement Plan Prepared for New England Conference of The United Methodist Church", dated July 8, 2010, drawn by Findeisen Survey & Design, and which is a portion of the land described in the deed recorded at Book 3773, Page 65 in the North Essex Registry of Deeds and shown on North Andover Assessors' Map 63, Lot 11, and to purchase public trail access and a parking area as included in the vote upon Article 29 of the 2010 Annual Town Meeting; and expenses incidental and related thereto, that said conservation restriction be conveyed to the Town of North Andover to be managed and controlled by the Board of Selectmen acting as the Board of Water Commissioners for drinking water protection purposes in accordance with Chapter 40, Section 41, as it may hereafter be amended, and that the Town Manager be authorized to file on behalf of the Town of North Andover any and all applications deemed necessary for grants and/or reimbursements from the Commonwealth of Massachusetts under the Drinking Water Supply Protection Program, PARC (formerly Urban Self-Help) program (301 CMR 5.00), LAND (formerly Self-Help) program (M.G.L. Chapter 132A, Section 11), and/or any other grant program, or any other applications for funds in any way connected with the scope of this acquisition, and that the Board of Selectmen be authorized to determine the final boundaries and description of the Conservation Restriction and such other interests as may be acquired for the purposes stated herein and to enter into all agreements and execute any and all instruments, including permanent deed or conservation restrictions, in accordance with Massachusetts General Laws Chapter 184, on terms and conditions they deem to be in the best interests of the Town, as may be necessary on behalf of the Town of North Andover to affect said purchase.

Community Preservation Committee

ATTEST:

A True Copy

Joyce A. Bradshaw

Town Clerk

**Required vote: Majority
Recommendations:**

**Board of Selectmen: Favorable Action
Finance Committee: Favorable Action
Planning Board: Favorable Action**