

12

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.

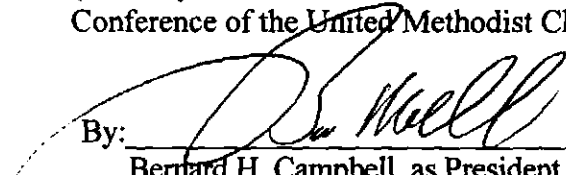
10. **AMENDMENT.** This instrument constitutes the entire agreement between Grantor and Grantee pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings, and it may be amended only by an instrument in writing signed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

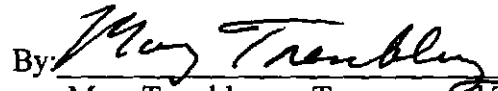
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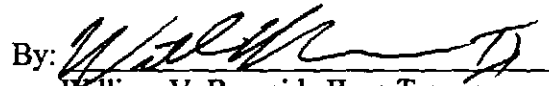
EXECUTED as an instrument under seal as of the 6th day of June, 2011.

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

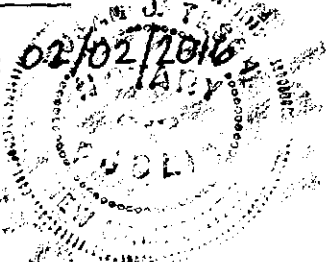
COUNTY OF ROCKINGHAM, ss.

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:

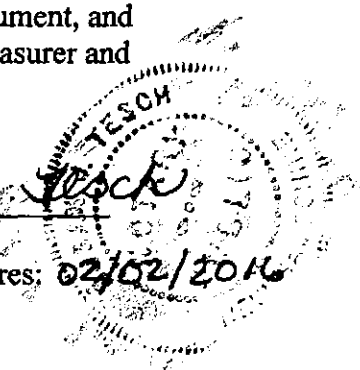


STATE OF NEW HAMPSHIRE

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. Tesch
Notary Public
My commission expires: 02/02/2014

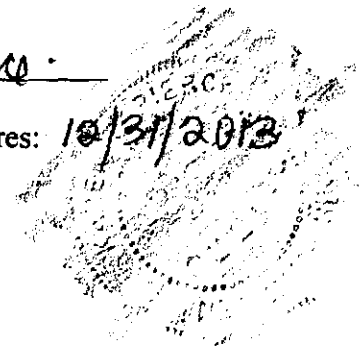


STATE OF NEW HAMPSHIRE

COUNTY OF ROCKINGHAM, ss

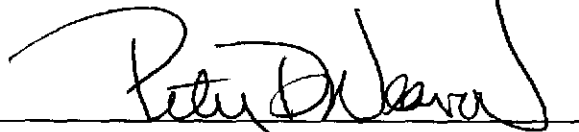
On this 6th day of June, 2011, before me, the undersigned notary public, personally appeared William v. Burnside, II, as Treasurer of New England Annual Conference of the United Methodist Church, a Massachusetts corporation, proved to me through satisfactory evidence of identification, which was [my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

Loren J. Pierce
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.

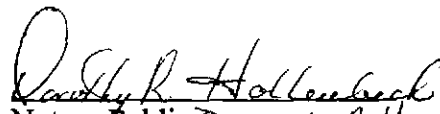


Peter D. Weaver
Resident Bishop
New England Conference of the United Methodist Church

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. 19, 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]

Will F. Cord
[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, 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.

Adelle J. Johnson
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 Saal,
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

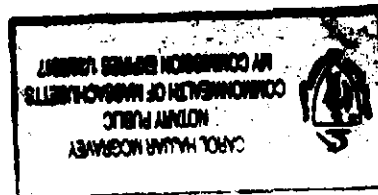


EXHIBIT A

Legal Description of Property

Plan of Land

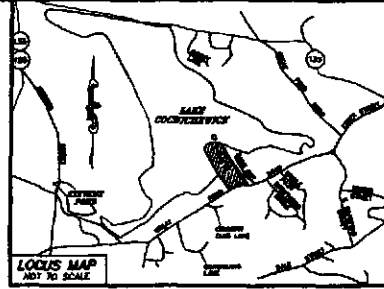
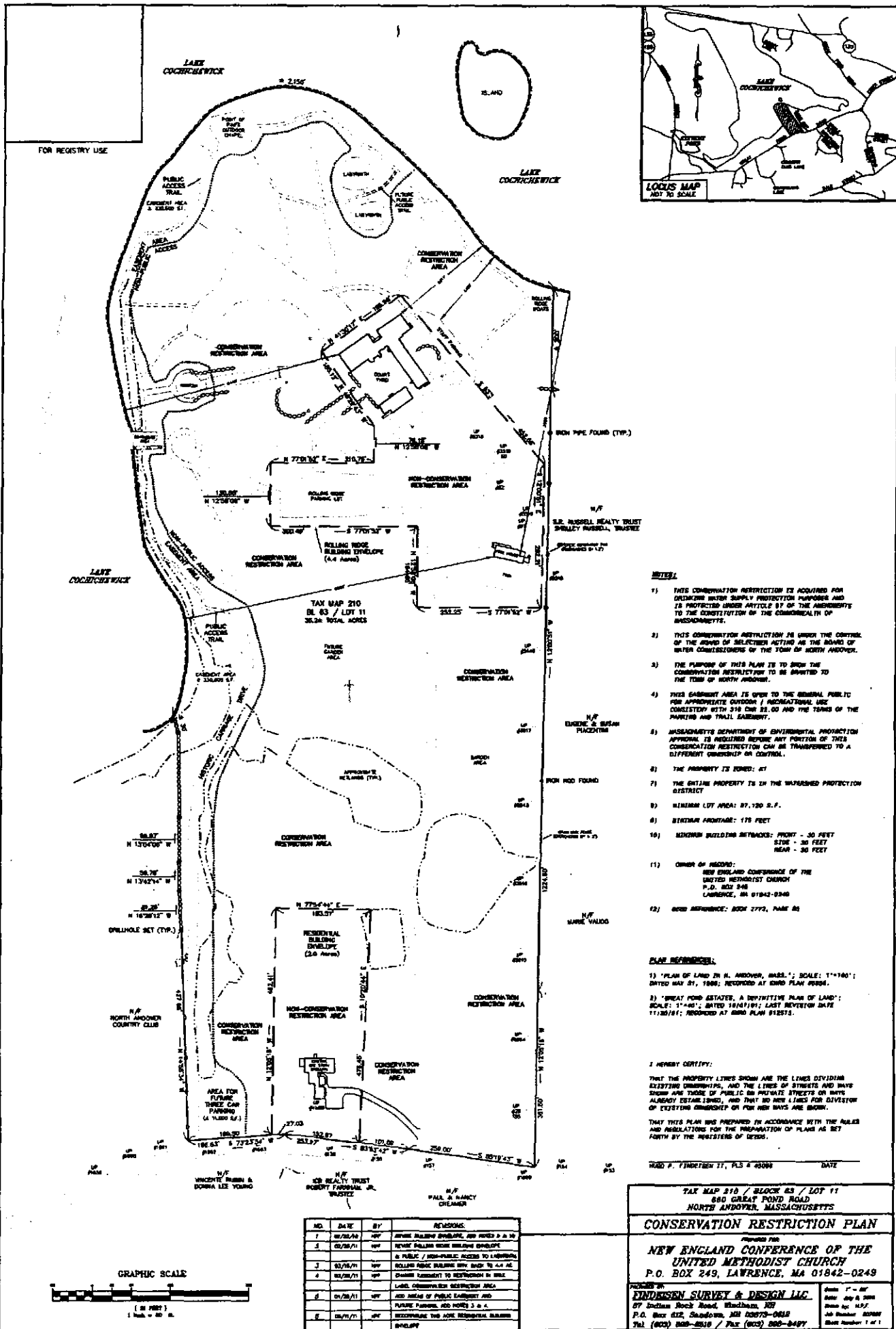
EXHIBIT ATRAIL AND PARKING EASEMENT

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. 116483 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.



- NOTES:**
- 1) THIS CONSERVATION RESTRICTION IS ADDED FOR DEFINING WATER SUPPLY PROTECTION PURPOSES AND IS PROTECTED UNDER ARTICLE 87 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 ADDED TO THE TOWN OF NORTH ANDOVER.
 - 4) THIS EASEMENT AREA IS OPEN TO THE GENERAL PUBLIC FOR APPROPRIATE OUTDOOR / RECREATIONAL USE CONSIDERING WITH 300' OR 25.00' AND THE TERMS OF THE PARKING AND TRAIL EASEMENT.
 - 5) MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION APPROVAL IS REQUIRED 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 WATERSHED PROTECTION DISTRICT
 - 8) MINIMUM LOT AREA: 87,130 S.F.
 - 9) MINIMUM FRONTAGE: 175 FEET
 - 10) MINIMUM BUILDING SETBACKS: FRONT - 30 FEET
REAR - 30 FEET
 - 11) OTHER OF RECORD:
NEW ENGLAND CONFERENCE OF THE UNITED METHODIST CHURCH
P.O. BOX 249
LAWRENCE, MA 01842-0249
 - 12) BIRD REFERENCE: BIRD 2773, PAGE 80

- PLAN REFERENCES:**
- 1) 'PLAN OF LAND IN N. ANDOVER, MASS.:' SCALE: 1"=100'; DATED MAY 21, 1988; RECORDED AT BIRD PLAN 9288A.
 - 2) 'GREAT POND ESTATE, A DEFINITIVE PLAN OF LAND:' SCALE: 1"=40'; DATED 12/11/71; LAST REVISION DATE 11/20/81; RECORDED AT BIRD PLAN 912573.

I HEREBY CERTIFY:

THAT THE PROPERTY LINES SHOWN ARE THE LINES DIVIDING EXISTING OWNERSHIP, AND THE LINES OF STREETS AND DRIVE SHOW ARE THOSE OF PUBLIC OR PRIVATE STREETS OR DRIVE ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW DRIVE 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.

ROAD P. FIMMERSEN II, PLS 4 40088 DATE

TAX MAP 210 / BLOCK 63 / LOT 11
880 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:
FINDRUPEN SURVEY & DESIGN LLC
67 Jackson Street, Shelburne, VT
P.O. Box 632, Shelburne, VT 05475-0632
Tel: (802) 888-8818 / Fax: (802) 888-8497

NO.	DATE	BY	REVISIONS
1	07/26/20	WVF	REMOVE BUILDING ENVELOPE, AND NOTES 3 & 4
2	02/26/21	WVF	REMOVE BUILDING ENVELOPE ENVELOPE & PUBLIC / NON-PUBLIC ACCESS TO LAWN AND ROLLING HIDE BUILDING ENVELOPE TO A4 AS SHOWN
3	02/26/21	WVF	REMOVE BUILDING ENVELOPE FROM A4 AS SHOWN
4	02/26/21	WVF	CHANGE EASEMENT TO RESTRICTION IN BIRD
5	01/26/21	WVF	LABEL CONSERVATION RESTRICTION AREA
6	01/26/21	WVF	ADD AREA OF PUBLIC EASEMENT AND PUBLIC PARKING AND NOTES 2 & 3
7	01/26/21	WVF	REWORKING THE ADE, REWORKING BUILDING ENVELOPE

