

GRANTOR: Reading Council for Girls, Inc.

GRANTEE: Town of Reading, Massachusetts Conservation Commission

ADDRESS OF PREMISES: Rice Road, Reading, MA 01867

FOR GRANTOR'S TITLE SEE: Middlesex South District Registry of Deeds at Book 7304, Page 281.

CONSERVATION RESTRICTION

Reading Council For Girls, Inc., being a non-profit corporation duly organized under Massachusetts law, with a mailing address of 63 Colburn Road,, Reading, Middlesex County, Massachusetts, 01867, being the sole owner of the Premises as described herein, together with its successors and assigns (“Grantor”), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grants with QUITCLAIM COVENANTS to Town of Reading, Middlesex County, Massachusetts, with an address of Town Hall, 16 Lowell Street, Reading, MA 01867, acting by and through its Conservation Commission by authority of Section 8C of Chapter 40 of the Massachusetts General Laws, its permitted successors and assigns (“Grantee”), for nominal consideration, IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on land located off Rice Road in the Town of Reading, Massachusetts, containing 8.02 acres, more or less, (the “Premises”), which Premises is more particularly described in Exhibit A and shown on the survey plan described in Exhibit A and recorded herewith as Plan No. _____ of 2020 (“Survey Plan”), both of which are incorporated herein.

I. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the General Laws and otherwise by law. The purpose of this Conservation Restriction is to assure that the Premises will be maintained in perpetuity for conservation and recreation purposes, in a natural and scenic condition, and to prevent any use or change that would impair or interfere with its conservation and preservation values (the “conservation values”). Specifically, the portion of the Premises identified as the Wetland Conservation Restriction Area, as described in Exhibit A and shown on Survey Plan, which area contains approximately 85,228 square feet, shall be maintained in perpetuity for conservation purposes, and the portion of the Premises identified as the Recreation Restriction Area, as described in Exhibit A and shown on Survey Plan, which area contains approximately 264,320 square feet, shall be maintained in perpetuity for recreation purposes. Exhibit A is attached herewith.

The conservation values include the following:

- Open Space Preservation. The Premises contributes to the protection of the scenic and natural character of the Town of Reading, Massachusetts and is adjacent to permanently protected conservation land owned by the Town of Reading, and the protection of the Premises will enhance the open-space value of these and nearby lands.
- Preservation of Wetlands. The Premises contains a portion of a wooded swamp wetland complex as identified by the Massachusetts Department of Environmental Protection (MassDEP), which wetlands provide valuable habitat for a diverse array of wildlife species as well as provide the many other public benefits of wetlands protection recognized by the Commonwealth of Massachusetts (Massachusetts General Laws Chapter 131, section 40).
- Water Quality Protection. The majority of the Premises is located within a Zone II Wellhead Protection Area as defined by MassDEP, the protection of which is important for the preservation of the associated public water supply.

These and other conservation values of the Premises, as well as its current uses and state of improvement, are described in a Baseline Documentation Report (“Baseline Report”) prepared by Grantee with the cooperation of the Grantor, consisting of maps, photographs, and other documents and on file with the Grantee and referenced herein. The Baseline Report (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, (ii) is intended to fully comply with applicable Treasury Regulations, and (iii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant other than the Baseline Report, should the Baseline Report be unavailable or if it does not adequately address the issues presented.

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

A. Prohibited Acts and Uses

The Premises is divided into two areas, shown on the sketch plan in Survey Plan as the Wetland Conservation Restriction Area and the Recreation Restriction Area. Subject to the exceptions set forth herein, each area is subject to different restrictions particularly described in this Section II(A) below.

- i. In the Wetland Conservation Restriction Area, the Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Wetland Conservation Restriction Area:

- (1) Constructing, placing or allowing to remain any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, sign, fence, billboard or other advertising display, antenna, utility pole, tower, solar panel, solar array, conduit, line or other temporary or permanent structure or facility on, above or under the Wetland Conservation Restriction Area;
- (2) Mining, excavating, dredging or removing from the Wetland Conservation Restriction Area 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 of soil, refuse, trash, vehicle bodies or parts, 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 conservation, water quality, erosion control, soil conservation, wildlife habitat, or archaeological conservation;
- (6) Use, parking or storage of vehicles including motorcycles, mopeds, all-terrain vehicles, trail bikes, or any other motorized vehicles on the Wetland Conservation Restriction Area except for vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) in carrying out their official duties;);
- (7) Subdivision or conveyance of a part or portion of the Wetland Conservation Restriction Area alone, or division or subdivision of the Wetland Conservation Restriction Area (as compared to conveyance of the Wetland Conservation Restriction Area in its entirety which shall be permitted), and no portion of the Wetland Conservation Restriction Area may be used towards building or development requirements on this or any other parcel;
- (8) The use of the Wetland Conservation Restriction Area for commercial recreation, business, residential or industrial use;
- (9) Any other use of the Wetland Conservation Restriction Area or activity which is inconsistent with the purpose of this Conservation Restriction or which would materially impair its conservation values.
 - ii. In the Recreation Restriction Area, the Grantor will not perform or permit, and will take reasonable actions to prevent others from performing, the following acts and uses which are prohibited on, above, and below the Recreation Restriction Area:
 - (1) Constructing, placing or allowing to remain any permanent dwelling, mobile home, structures used for commercial purposes, asphalt or concrete pavement, commercial antenna towers, on, above or under the Recreation Restriction Area;

- (2) Mining, excavating, dredging or removing from the Recreation Restriction Area of gravel, sand, rock or other mineral resources or natural deposits or otherwise making topographical changes to the area;
- (3) Placing, filling, storing or dumping of refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever (other than dumpsters in the parking lot of the Premises), or the installation of underground storage tanks, other than those related to the management of stormwater drainage for the protection of the conservation values of the Premises;
- (4) Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, or archaeological conservation;
- (5) Subdivision or conveyance of a part or portion of the Recreation Restriction Area alone, or division or subdivision of the Recreation Restriction Area (as compared to conveyance of the Recreation Restriction Area in its entirety which shall be permitted), and no portion of the Recreation Restriction Area may be used towards commercial development requirements on this or any other parcel;
- (6) The use of the Recreation Restriction Area for commercial or residential purposes;
- (7) Any other use of the Recreation Restriction Area or activity which is inconsistent with the purpose of this Conservation Restriction or which would materially impair its conservation values.

B. Reserved Rights and Exceptions

The Grantor and its successor in ownership reserve the right to conduct or permit the following activities and uses on the Premises, but only if such uses and activities do not impair the conservation values or purposes of this Conservation Restriction:

- i. *On the Wetland Conservation Restriction Area and the Recreation Restriction Area:*
 - (1) Permits. The exercise of any right reserved by Grantor under this Paragraph B shall be in compliance with applicable zoning, the Wetlands Protection Act, and all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit should be issued.
 - (2) Signs. The erection, maintenance and replacement of signs with respect to trespass, trail access, identity, recreational functions, other reserved rights.
 - (3) Vegetation Management. The selective minimal removing of brush, pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Premises, including vistas as documented in the Baseline Survey, woods roads, fence lines and trails and meadows;

- (4) Non-native or nuisance species. The removal of non-native or invasive species, the interplanting of native species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
- (5) Wildlife Habitat Improvement. With the prior written permission of Grantee, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species including selective planting of native trees, shrubs and plant species.
- (6) Trails. The routine maintenance of existing trails. With prior notice to the Grantee, the construction of new trails or the relocation of existing trails, provided that any construction, relocation, or alteration results in trails that are no wider than six (6) feet.

ii. Exclusively on the Recreation Restriction Area portion of the Premises:

Use as a Recreational Facility. Grantor and Grantee acknowledge that the area designated “Recreational Restriction Area” in Exhibit A and shown on the Survey Plan has historically been and continues to be used as a recreational camp, and it is the intention of the Grantor to continue this use of the Recreational Restriction Area. Currently, the Premises is leased to the Girl Scouts of Eastern Massachusetts (together with its successors and assigns, “lessee”), for use as a day camp and related activities. Solely within the Recreational Restriction Area, the following additional uses shall be permitted:

- a. *Maintaining Existing Infrastructure and Improvements.* The use, maintenance, repair, replacement and expansion of the existing camp infrastructure elements, including, but not limited to, septic systems, electrical distribution systems, water lines, roads, driveways, parking areas, lodges, utility sheds, changing house, maintenance and support structures, swimming pool, fields, office buildings, other recreational structures, etc., all as shown in the Baseline Report; any replacement, relocation, or expansion of existing infrastructure and improvements shall be with prior written notice to the Grantee;
- b. *Existing Caretaker Residence:* The occupation, use, maintenance, repair and replacement, in substantially its same footprint and total interior square footage, of the existing single-family residence for use by the Grantor or its lessee for the purposes of housing caretakers for the Premises;
- c. *Recreational Improvements.* With prior written approval of the Grantee, the construction and maintenance of additional recreational improvements and creation of open areas provided said improvements can be constructed or removed without any significant disturbance of the soil (other than leveling open areas) and do not require a permanent foundation, but playgrounds, climbing walls, swing sets, ropes courses, and the like are allowed within the Recreation Restriction Area;
- d. *Handicap Accessible Improvements.* The installation, construction, use, maintenance, repair, and replacement of handicap ramps, parking areas, and such

other improvements as may be required for disabled access to camp buildings and other facilities:

- e. *Ongoing Recreational and Other Camp-Related Uses* Educational, Science, Technology, Engineering and Math training, day camp activities (for example, flag ceremonies, coding, robotics, stargazing, yoga, dance, song, arts, crafts, cooking, baking, games, etc.) (indoors and outdoors); swimming in pool; outdoor games on grassy areas (for example, yard games, sprinklers, slip and slide, etc.); outdoor cooking contained in fire pits; outdoor picnics and sheltering under temporary canopies in wooded areas; hiking; nature walks with plant, animal and tree identification; ropes and other challenge courses; overnight camping (indoors and outdoors);
- f. *Other Non-Profit Recreational Uses.* Provided that the use of the Recreational Restriction Area as a recreational camp is not precluded or limited, and provided that the following events shall be ancillary to and in support of the use of the Recreational Restriction Area as a recreational camp, and provided that such uses occur on no more than fifteen (15) days per calendar year, fundraising, meetings, trainings, lectures, functions, open houses, celebrations, picnics, and other group activities consistent with non-profit organizations and with the purposes of this Conservation Restriction.
- g. *Public Recreational Uses.* Public recreational use is permitted only under either of the following circumstances:
 - i. The Town of Reading becomes the fee owner of the Premises, provided that the Town of Reading complies with Section VI and Section IX of this Conservation Restriction prior to taking fee title to the Premises; or
 - ii. The Grantor expressly permits such public recreational access to the Premises consistent with subsections (e) and/or (f), above.

C. Notice and Approval.

Whenever notice to or approval by Grantee is stated herein as being required, Grantor shall notify Grantee, by a method requiring proof of receipt, in writing not less than 60 days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within 60 days of receipt of Grantor's request. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not materially impair the purposes of this Conservation Restriction.

Failure of Grantee to respond in writing within 60 days shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after 60 days in the notice, the requested activity is not prohibited herein, and the activity will not materially impair the conservation values or purposes of this Conservation Restriction.

III. LEGAL REMEDIES OF THE GRANTEE

A. Legal and Injunctive Relief.

The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to their condition prior to the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law). 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 Conservation Restriction. Prior to instituting litigation to enforce any violations of this Conservation Restriction, the Grantee shall first notify the Grantor and Girl Scouts of Eastern Massachusetts, Inc., or the then current lessee of the Premises, of any purported violations, including the nature, scope, and any recommended remediation, and request the Grantor to remedy the violation, and the Grantor shall, immediately upon receipt of said notification, cease the objectionable action; if the violation is not remedied within 60 days, or any extension thereof agreed to between the parties, then the parties shall make a good faith effort to mediate the dispute before litigation is commenced.

The owner of the fee of the Premises during the period of its ownership and any entity lawfully using the Premises covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Conservation Restriction is expressly acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred. In the event of a dispute over the boundaries of the Conservation Restriction, the then owner of the fee of the Premises shall pay for a survey and to have the boundaries permanently marked.

If Grantor prevails in any action brought by Grantee to enforce the terms of this Conservation Restriction, the Grantee, its successors and assigns, as the case may be, shall reimburse the Grantor for all reasonable costs and expenses (including reasonable attorney's fees) incurred in defending such action.

B. Non-Waiver.

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

C. Disclaimer of Liability

By acceptance of this conservation restriction, 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.

D. Acts Beyond the Grantor's Control

Nothing contained in this Conservation Restriction 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. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Premises, if desirable and feasible.

IV. ACCESS

The Conservation Restriction hereby conveyed does not grant to the public generally, or to any other person any right to enter upon the Premises, except as provided for below.

The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Premises upon fourteen (14) days prior written notice to Grantor and Girl Scouts of Eastern Massachusetts, Inc., or the then current lessee, and at reasonable times, for the purpose of inspecting the Premises to determine compliance with this Conservation Restriction. In addition, after Grantee provides sixty (60) days' prior written notice of a purported violation and the failure of the Grantor to cure said violation (within sixty (60) days after notice, or any extension thereof agreed to between the parties), unless an ongoing emergency requires immediate action to protect the conservation values, the Grantor grants to the Grantee the right to enter the Premises for the purpose 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. Grantor shall respond timely to Grantee's requests for access. Grantee will permit Grantor to make advance arrangements to ensure the safety of Grantor's and lessee's staff, licensees, invitees, or other individuals or entities who may be present on the Premises through Grantor's or lessee's programming, operations, administration or any other lawful purpose. The entity legally occupying the Premises, which, as of this Conservation Restriction's Effective Date was the Girl Scouts of Eastern Massachusetts, the lessee, shall arrange to have a member of the entity's staff accompany Grantee to provide access to the Premises. Grantee shall have no right to access the buildings or other structures currently existing on the Premises or which may exist in the future during periods when such buildings or structures are occupied by Grantor or lessee.

V. EXTINGUISHMENT

A. If circumstances arise in the future such that the purpose of this Conservation Restriction is rendered impossible to accomplish, this Conservation Restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Massachusetts Secretary of Energy and Environmental Affairs. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantees, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in

accordance with Paragraph V(B) below, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds and after complying with the terms of any gift, grant, or funding requirements. Grantees 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 donation of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value (determined through an appraisal) that is at least equal to the proportionate value that this Conservation Restriction bears to the value of the unrestricted property. Such proportionate value of the Grantee's property right shall remain constant. If, however, the nature of any taking of all or part of the Premises or any interest therein by public authority under power of eminent domain, condemnation, or other act of public authority, as described in Paragraph V(C), below, is such that the conservation interests protected hereby are unaffected by the taking, and if the damages awarded for the taking are based on the value of the Premises as encumbered by this Conservation Restriction, then the proceeds of such taking shall be payable in their entirety to the Grantor or its successors in interest. Any proceeds will be distributed only after complying with the terms of any gift, grant, or other funding requirements.

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 the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in accordance with Paragraph V(B) above, after complying with the terms of any law, gift, grant, or funding requirements. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds like a continuing trust in a manner consistent with the conservation purposes of this grant.

VI. ASSIGNABILITY

A. Running of the Burden. The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor 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 Conservation Restriction; the Grantor, on behalf of itself and its successors and assigns, appoints the Grantee its attorney-in-fact 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 instruments upon request.

C. Running of the Benefit. The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except in the following instances:

As a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out; that the Assignee is not an owner of the fee in the Premises, and 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 Conservation Restriction 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 Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee not less than twenty (20) days prior to the execution of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. 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 its ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction 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 violations.

VIII. ESTOPPEL CERTIFICATES

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

IX. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction to a non-fee owner that is qualified under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts in order to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

X. AMENDMENT

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this

Conservation Restriction 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 conservation restriction 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 this Conservation Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs and if applicable, shall comply with the provisions of Art. 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Middlesex South District Registry of Deeds.

XI. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and it has been recorded in a timely manner in the Middlesex South District 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 first class mail, postage pre-paid, addressed as follows:

To Grantor: Reading Council for Girls, Inc.
c/o Latham Law Offices LLC
643 Main Street
Reading, MA 02867

To Grantee: Town of Reading Conservation Commission
Town Hall
16 Lowell Street
Reading, MA 01867

To Lessee: Girl Scouts of Eastern Massachusetts, Inc.
420 Boylston Street, Suite 505
Boston, MA 02116

or to such other address as any of the above parties, or their successors in interest, shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

XIII. GENERAL PROVISIONS

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

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

C. Severability. If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provision of this Conservation Restriction shall not be affected thereby.

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

XIV. MISCELLANEOUS

A. Pre-existing Public Rights. Approval of this Conservation Restriction 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. Homestead

The Grantor hereby releases, agrees to waive, subordinate, and release any and all Massachusetts General Law Chapter 188 Homestead rights it may have in favor of this Conservation Restriction with respect to any portion of the Premises affected by this Conservation Restriction, and hereby agrees to execute, deliver and/or record any and all instruments necessary to effectuate such waiver, subordination and release. In all other respects, the Grantor reserves and retains any and all Homestead rights, subject to this Conservation Restriction, pursuant to M.G.L. c. 188 10 (e).

C. The Grantor shall record at the appropriate Registry of Deeds simultaneously with this Conservation Restriction all documents necessary to subordinate any mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

D. This Conservation Restriction is established with notice of the existing lease between Girl Scouts of Eastern Massachusetts, Inc., as tenant, and Reading Council for Girls, Inc., as Landlord, dated September 10, 2015, the term of which is 30 years, and includes a 30-year option to renew by the tenant. Upon recording of this Conservation Restriction, the Grantor

intends to transfer the fee interest in the Premises to Girl Scouts of Eastern Massachusetts, Inc., subject to this Conservation Restriction.

E. Attached hereto and incorporated herein by reference are the following:

Signature pages:

Grantor

Grantee Acceptance

Approval by Town of Reading Select Board

Approval of the Secretary of Energy and Environmental Affairs.

Exhibits:

Exhibit A: Legal Description of the Premises

Survey Plan: Reduced Copy of Plan of the Premises

Exhibit B: Authorizing Vote of the Grantor

WITNESS my hand and seal this ____ day of _____, 2020.

Reading Council for Girls, Inc.

By _____

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this ____ day of _____, 2020, before me, the undersigned notary public, personally appeared _____, as _____ of The Reading Council for Girls, Inc., and proved to me through satisfactory evidence of identification which was a Massachusetts driver's license to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of The Reading Council for Girls, Inc.

Notary Public
My Commission Expires:

8.11.20

**ACCEPTANCE OF GRANT BY TOWN OF READING CONSERVATION
COMMISSION**

We, the undersigned, being a majority of the Conservation Commission of the Town of Reading, Massachusetts, hereby certify that at a public meeting duly held on _____, 2020, the Conservation Commission voted to approve and accept the foregoing Conservation Restriction from Reading Council for Girls, Inc., pursuant to M.G.L. Chapter 184 Section 32 and Chapter 40 Section 8C.

READING CONSERVATION COMMISSION:

Michael Flynn, Chair

Annika Scanlon, Vice Chair

Scott Keefe

Martha Moore

David Pinette

Carl Saccone

John Sullivan

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this _____ day of _____, 2020, before me, the undersigned notary public, personally appeared _____, and proved to me

through satisfactory evidence of identification which was _____
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.

Notary Public
My Commission Expires:

APPROVAL OF TOWN OF READING SELECT BOARD

We, the undersigned, being a majority of the Select Board of the Town of Reading, hereby certify that at a public meeting duly held on _____, 2020, the Select Board voted to approve the foregoing Conservation Restriction from the Reading Council For Girls, Inc. to the Town of Reading, acting by and through its Conservation Commission in the public interest pursuant to Section 32 of Chapter 184 of the General Laws of Massachusetts.

TOWN OF READING SELECT BOARD:

Mark L. Dockser, Chair

Anne D. J. Landry, Vice Chair

Carlo Bacci

Karen Herrick

Vanessa I Alvarado

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this _____ day of _____, 2020, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ 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.

Notary Public
My Commission Expires:

**APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from the Reading Council For Girls, Inc. to the Town of Reading, Massachusetts, acting by and through its Conservation Commission has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: _____, 2020

KAHTLEEN A. THEOHARIDES
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this _____ day of _____, 2020, before me, the undersigned notary public, personally appeared KAHTLEEN A. THEOHARIDES, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

EXHIBIT A

Legal Description of Premises

The Premises is shown as LOT AREA 349,551 +/- S.F., 8.03 ACRES on the plan entitled "Plan of Land, 29 Rice Road, Reading, MA; Scale: 1"=40'; Date: March 27, 2019. SHOWING CONSERVATION RESTRICTION AREA & RECREATION RESTRICTION AREA; Williams & Sparages; recorded at the Middlesex South District Registry of Deeds as Plan No. _____ of 2020.

The ***Wetland Conservation Restriction Area*** is so identified on the above-referenced plan and is bounded and described as follows:

Easterly by the Recreation Restriction Area, 74.16';
Southeasterly by the Recreation Restriction Area by various courses, 181.67', 52.87', 58.15', 85.85', 78.83' and 172.67';
Northeasterly by the Recreation Restriction Area, 209.95';
Easterly by the Recreation Restriction Area, 70.16';
Northeasterly by the Recreation Restriction Area by two courses, 127.06' and 90.47';
Northwesterly by the Recreation Restriction Area by two courses, 224.47' and 95.16';
Easterly by Rice Road, 44.71';
Southeasterly by land now or formerly of the Town of Reading, by three courses, 11.86', 60.72', 248.35';
Southwesterly by two courses by land now or formerly of the Town of Reading and Gerald & Patricia Lee, 100.30' and 145.22';
Westerly by land now or formerly of the Town of Reading, 80.62';
Southwesterly by land now or formerly of the Town of Reading by two courses, 319.45' and 30.12';
Northwesterly by land of others by three courses, 148.34, 368.65, and 325.85.

The Wetland Conservation Restriction Area contains 85,238 square feet, more or less; being 1.96 acres, more or less.

The ***Recreation Restriction Area*** is so identified on the above-referenced plan and is bounded and described as follows:

Easterly by Rice Road in various courses, 253.27, 85.26' and 285.37';
Southeasterly by the Wetland Conservation Restriction Area by two courses, 95.16' and 224.47';
Southwesterly by the Wetland Conservation Restriction Area in two courses, 90.47' and 127.06';
Westerly by the Wetland Conservation Restriction Area, 70.16';
Southwesterly by the Wetland Conservation Restriction Area, 209.96';
Northwesterly by the Wetland Conservation Restriction Area by various courses, 172.67', 78.83', 85.85', 58.15', 52.87', and 181.67';

Westerly by the Wetland Conservation Restriction Area, 74.16'.

The Recreation Restriction Area contains 264,310 square feet, more or less; being 6.07 acres, more or less.

