

Conseration Easement granted by WCC  
to 66 Ridge Hill Farms Rd.  
Along shore of Sabrina Lake .

CONSERVATION EASEMENT  
AND  
ACCESS EASEMENT

I. RECITAL

The Wellesley Conservation Council, Inc. (the "Grantor") with offices at 15 Longfellow Road in Wellesley, Massachusetts 02181, with a mailing address of P.O. Box 129, Wellesley Hills, MA 02181, grant with certain covenants herein described to Curt R. Feuer and Jean H. Feuer, of 66 Ridge Hill Farm Road, Wellesley, MA 02181, (the "Grantee"), and their successors and assigns, a Conservation Easement on a parcel of land located in Wellesley, Norfolk County, Massachusetts (the "Parcel"). The Parcel on which the Conservation Easement is imposed is marked "Conservation Easement" on a plan of land owned by the Grantor dated June 21, 1991 and recorded herewith, said parcel also being that parcel of land marked "111,400 square feet more or less, or 2.56 Acres more or less" on a plan entitled "Plan of Land in Wellesley, Mass., Owned by G. Arnold Haynes, Inc." dated October 28, 1963, by MacCarthy Engineering Service Inc. Nashoba Survey Co., Inc. and filed as Plan No. 1368 of 1963 in the Norfolk Registry of Deeds in Book 4132, Page 187, and marked as the "Easement Area."

Said Grantor also grants to the Grantee an easement to pass over said Parcel from Lot 7 shown on the latter plan to the waters of Sabrina Lake shown on said plan.

II. CONSERVATION EASEMENT TERMS

The terms of the Conservation Easement are as follows:

A. Restriction, Prohibited Acts and Use: Except as set forth in Paragraph B below, neither the Grantor nor the heirs, devisees, successors or assigns of the Grantor will perform or give permission to others to perform the following acts or uses on the Parcel:

- (1) The construction or placement of any structure, sign, building, parking lot, asphalt driveway or road, or mobile home, whether temporary or permanent, on said Parcel other than exists at present, with the exception of a sign as described in Paragraph B, No. 7;

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- (2) The placement, filling, storing or dumping of refuse, trash, vehicle bodies or parts, rubbish, debris, junk or waste;
- (3) Cutting, removing or otherwise destroying trees, grasses or other vegetation;
- (4) The erection of any temporary or permanent fence or barrier of any kind or nature, except as noted in Paragraph B, No. 8.

B. Reserved Rights, Acts and Uses: The provisions of Paragraph A notwithstanding, the following uses and activities by the Grantors and the heirs, devisees, successors and assigns of the Grantors shall not be prohibited by this Conservation Restriction or considered inconsistent with the intent of this grant:

- (1) Fishing, clamming, hunting and boating, on, to or from the Parcel;
- (2) Clearing of dead or diseased trees or other vegetation for the purpose of maintenance of existing vistas;
- (3) Carrying on of landscaping, woodland, agricultural and selective cutting, maintenance and restoration, and the planting of flowers, grasses and shrubs. The planting of trees shall be prohibited;
- (4) The clearing, maintenance and use of improved foot trails;
- (5) Use of the Parcel for walking or other passive or active recreational activities conducted on foot, and use of the foot trails for horseback riding;
- (6) Subdivision of the Parcel in which case the Grantor shall make reference to this Conservation Easement in the conveyance;
- (7) The placement of a sign not exceeding 3 feet by 2 feet on the Parcel, but not to impede the view from the main building on Lot 7 for the purpose of indicating ownership of the Parcel, for restrictions on the use of the Parcel and for the marking and encouraging the use of nature

paths by the public. Said sign shall not be greater than nine feet in height, but may be affixed to a tree.

- (8) The placement of fencing which is a wooden open fence, such as a split rail fence, not to exceed 4 feet in height and to be placed within 3 feet of the lot lines, and with an opening to accommodate the access easement described below.

C. General Purpose Goals: The foregoing Conservation Easement is intended to ensure that the Parcel shall be retained predominantly in its natural, scenic and open condition for conservation purposes and for the protection of wildlife, wetlands and natural environmental systems.

D. Enforcement of the Restrictions and Legal Remedies: This Conservation Easement shall be enforced by the Grantee as it in its sole discretion may decide, including appropriate legal proceedings to obtain an injunctive or other equitable relief against any violations. If any provision of the Conservation Easement shall to any extent be invalid, the remainder shall not be affected.

E. Access: There is hereby granted to the Grantee and their representatives the right to enter the Parcel at reasonable times and in a reasonable manner for the purpose of inspecting said Parcel to determine compliance with this Conservation Easement, of enforcing this Conservation Easement, or of taking any and all actions with respect to the Parcel as may be necessary or appropriate with or without order of the court to remedy or abate any violation hereof. Grantee shall have the further right but not the obligation, to enter the Parcel and to cut that portion of any and all undergrowth that exceed four (4) feet in height. Any such activity shall be at the Grantee's sole cost and expense. The Grantee shall not have the right to cut trees currently on the property that are over 4 feet in height unless they are dead.

### III. ACCESS EASEMENT TERMS

The terms of the easement for access are as follows:

This easement is granted for the sole purpose of inspection and maintenance by the Grantee and its heirs, devisees, successors or assigns, and it is agreed and

understood that it is not to be construed as an easement granted to the exclusion of the Grantor and its heirs, devisees, successors or assigns and to others later granted a similar easement for access to the property for other purposes.

Said Grantor grants to said Grantee, and its heirs, devisees, successors or assigns, a permanent easement to pass and re-pass upon said Parcel on foot from said Lot 7 for the purposes of fishing, boating, winter sports, hiking, or nature study provided such activities are undertaken with no motors or engines of any kind, and to clear and mark a single path to the shore of Sabrina Lake, which is marked "Access Easement" on the attached Exhibit A. Said path shall be maintained without the use of chemical applications and not be paved in any manner.

The Grantee shall bear full responsibility of use and enjoyment of said easement and shall hold the Grantor harmless from any claim of damages to person or property resulting from the use of enjoyment of said easement.

The Grantee, its heirs, devisees, successors or assigns, covenants with the Grantor, and its heirs, devisees, successors and assigns, at all times to maintain and make necessary repairs, at its or their own expenses, should the path require same for its proper upkeep and maintenance.

This easement shall be enforced by the Grantee as it in its sole discretion may decide, including appropriate legal proceedings to obtain injunctive or other equitable relief against any violations. If any provision of this easement shall to any extent be held invalid, the remainder shall not be affected.

To have and to hold said Conservation Easement and Access Easement forever, except as the General Laws of Commonwealth of Massachusetts may require reconfirmation and re-recording for renewal of said easements.

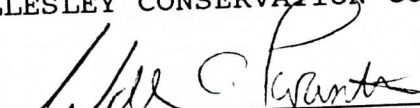
The parties recite that this is not a Conservation Restriction under General Laws Chapter 184, Sections 31-33.

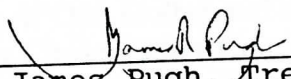
Consideration in the amount of \$1.00 has been paid.

IN WITNESS WHEREOF, the Grantor, through its President and Clerk, have set their hands and seals and caused

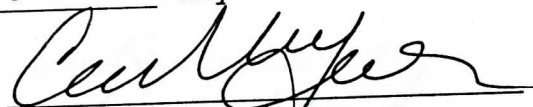
this Conservation Easement and Access Easement to be executed this 20th day of June, 1991.

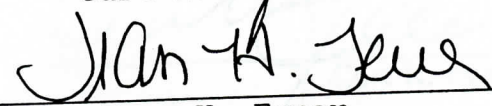
WELLESLEY CONSERVATION COUNCIL, INC.

By   
William C. Purinton, President

By   
James Pugh, Treasurer

IN WITNESS WHEREOF, the Grantees have set their hands and seals and caused this Conservation Easement and Access Easement to be executed this 20 day of June, 1991.

  
Curt R. Feuer

  
Jean H. Feuer

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF ~~NORFOLK~~ <sup>SUFFOLK</sup>, SS. June 20 MAY, 1991

Then personally appeared the above-named President and Treasurer and acknowledged that the foregoing to be their free act and deed, before me.

  
Notary Public

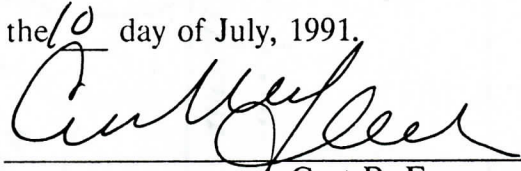
My Commission Expires:

December 10, 1993

RELEASE

We, Curt R. Feuer and Jean H. Feuer, of 66 Ridge Hill Farm Road, Wellesley, Massachusetts, in consideration of One Dollar and other good and valuable consideration, hereby release to the Wellesley Conservation Council, Inc., with offices at 15 Longfellow Road, Wellesley, Massachusetts, with a mailing address of P.O. Box 129, Wellesley, Massachusetts 02181, all of the right, title and interest that we have in a Reservation in a Deed from G. Arnold Haynes, Incorporated to William G. Guernsey, et ux, dated December 30, 1963, duly recorded in the Norfolk County Registry of Deeds, Book 4132, Page 187 and noted in our Deed recorded in Book 8283, Page 430.

Executed at Wellesley, Massachusetts on the 10 day of July, 1991.

  
\_\_\_\_\_  
Curt R. Feuer

  
\_\_\_\_\_  
Jean H. Feuer

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

July, <sup>10</sup> 1991

Then personally appeared Curt R. Feuer and Jean H. Feuer and acknowledged the foregoing to be their free act and deed, before me

  
\_\_\_\_\_  
Notary Public  
My Commission Expires:

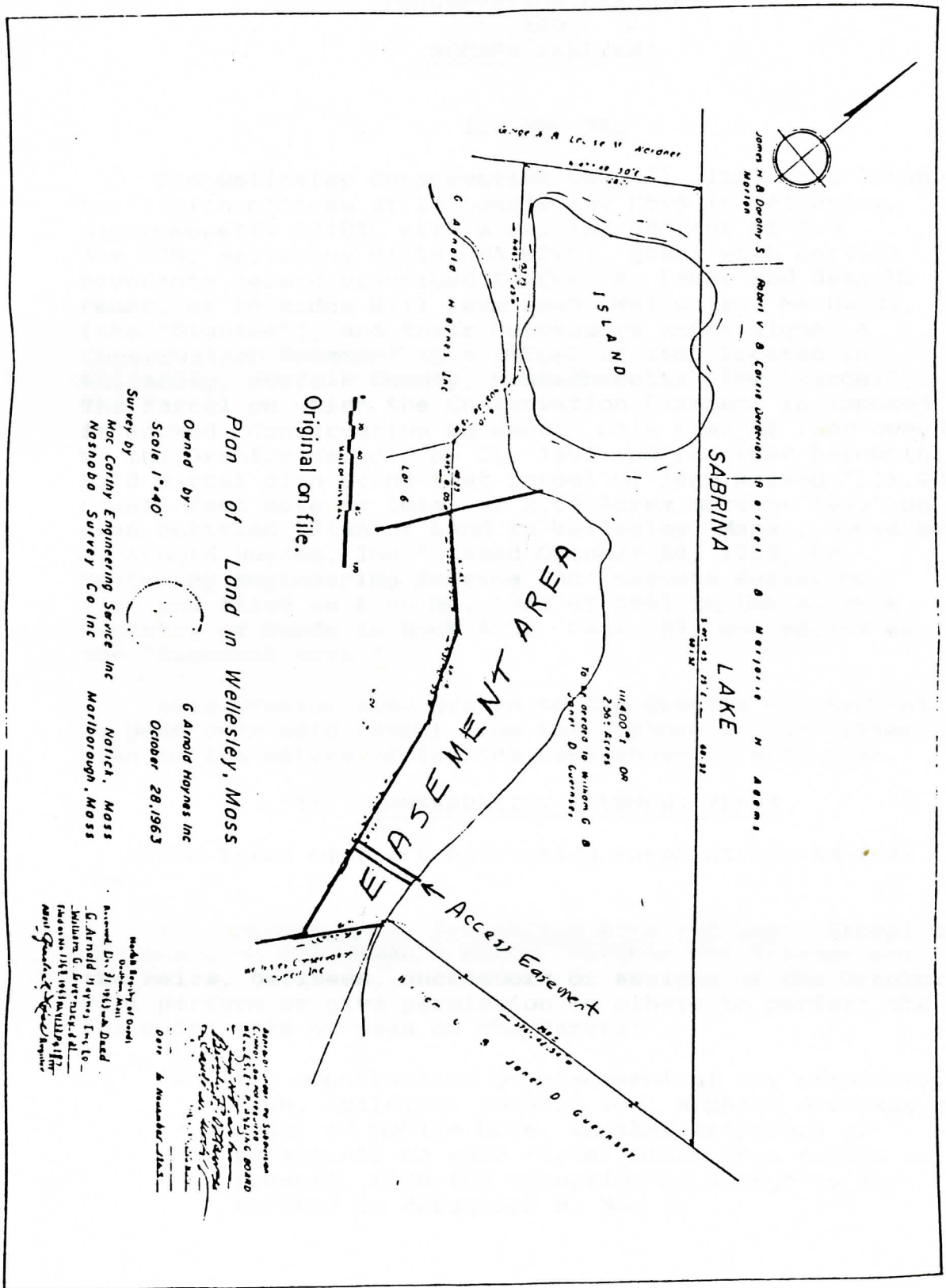
**RUTH KAPLAN, Notary Public**  
My Commission Expires  
September 12, 1991

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RECEIVED  
RECORDED

EXHIBIT "A"



Original on file.

Plan of Land in Wellesley, Mass

Owned by G. Arnold Hynes Inc

Scale 1"=40' October 28, 1963

Survey by Mac Corby Engineering Service Inc Norick, Mass  
 Masnabo Survey Co Inc Norborough, Mass

MADE EQUITY OF ONE  
 G. Arnold Hynes Inc  
 William G. Guarnieri & Janet D. Guarnieri  
 114,400± sq. ft. or 2.60± Acres  
 To be created to William G. & Janet D. Guarnieri