

Southern Middlesex - 20/20 Perfect Vision i2 Document Detail Report

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Doc#	Document Type	Town	Book/Page	File Date	Consideration
284	EASEMENT		21403/603	09/09/1991	
Property-Street Address and/or Description					
SEE RECORD					
Grantors					
TAISEY ROBERT G TR, TAISEY FAMILY NOMINEE TRUST /S TR					
Grantees					
GROTON TOWN OF					
References-Book/Pg Description Recorded Year					
21403/609 APPR 1991, 21403/610 ACC 1991, 21403/611 APPR 1991					
Registered Land Certificate(s)-Cert# Book/Pg					

CONSERVATION RESTRICTION AND EASEMENT

I, Robert G. Taisey, Trustee, Taisey Family Nominee Trust, under a Declaration of Trust dated January 23, 1987, and duly recorded with the Middlesex South District Registry of Deeds in Book 17844 at Page 578

grant to the Town of Groton, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts, to be administered by the Groton Conservation Commission

a perpetual conservation restriction and easement within the meaning of Chapter 184, Sections 31 through 33, inclusive, of the Massachusetts General Laws over a certain parcel of land situated in Groton, Middlesex County, Massachusetts, shown as "Parcels B, C, D and F" on a plan entitled "Partridgeberry Woods, Groton, Mass., prepared for the Taisey Family Nominee Trust, Robert G. Taisey, Trustee, Joseph R. Henry Associates, Engineers" dated January 7, 1988, which said plan is duly recorded with the Middlesex South District Registry of Deeds as Plan Number 1475 of 1988, said parcel being bounded and described on "Appendix A" attached hereto.

The purpose of this restriction, in addition to those set forth in the portion of the General Laws recited above, is to preserve these parcels in a natural, scenic and uninhabited state.

The terms of this conservation restriction are as follows: Neither the Grantor, his successors or assigns will perform the following acts nor permit others to perform them:

- 1.) No buildings, facilities or structures shall be placed on, above, or under said premises except for:
 - a) drainage structures and/or swales as are indicated on said plan or as may be required in the future for the proper drainage and/or maintenance of the ways or lands within the borders of said Partridgeberry Woods Subdivision;
 - b.) fire hydrants;
 - c.) underground utilities where indicated on said plan and as shown on an Easement Plan to be recorded herewith on Parcel D provided the premises are restored to their natural

condition as much as possible, which shall mean that at a minimum said premises shall be covered with at least 2 (2)" of loam and seeded with a perennial mix grass seed; d.) benches, tables, or other such recreational structures or fixtures placed along trail areas or in other areas deemed appropriate by the grantor, his designee, or assigns, all of which shall be subject to the approval of the Conservation Commission for the Town of Groton; e.) Gates, stone walls, fences, bridges, or structures for the construction of trails through wet areas on the site, and structures designed to encourage the nesting of birds or wild fowl in accordance with guidelines approved by the Groton Conservation Commission; f.) signs identifying trails, the parcel itself, areas of ecological or geological significance, vistas, or setting forth restrictions regarding the use of said parcel, provided that such signage shall be designed to blend with the natural surroundings and be in conformance with requirements as may be set forth in either the Groton town or zoning by-laws and shall be approved by the Groton Conservation Commission.

Construction of the exceptions set forth above in sections d and e shall require the prior approval of the grantee as to location and design, said approval not to be unreasonably withheld.

Maintenance of any such buildings or structures shall be the responsibility of the Grantor, his designee, or successors or assigns.

2.) Removal of trees or natural woodland vegetation shall not occur except for thinning carried out in accordance with accepted conservation and woodland management practices as may be required for the preservation of said parcel in its natural state and/or to enhance views of vistas therein and/or to maintain or create trails, said thinning to occur only after approval of the Groton Conservation Commission or successor municipal entities as may replace said Commission.

3.) No outdoor signs shall be placed on said premises except as set forth in section 1(f) above.

4.) No removal of earth, gravel, loam or soil shall

be permitted on said premises except as may be required for the construction and/or maintenance of drainage structures referenced in section 1(a) above and for the construction and/or maintenance of the pond located on Parcel D as shown on said Partridgeberry Woods Subdivision Plan referenced above provided nevertheless that all such material removed shall remain within the Partridgeberry Woods Subdivision in areas not subject to this Conservation Restriction.

5.) No soil, loam, gravel, rock or other substance, refuse, debris, or unsightly or offensive material shall be placed, stored, or dumped on said premises.

The restrictions set forth in sections 4 and 5 above shall not be construed so as to prohibit the Grantor, his designee, or assigns from removing or relocating artifacts of archaeological significance as may be necessary or desirable for the study and/or preservation thereof only upon the approval and under the supervision of the Massachusetts Historical Commission in accordance with the provisions of Chapter 9, Section 27C of the Massachusetts General Laws, provided nevertheless that areas disturbed thereby shall be restored to their natural condition as much as possible, which shall mean that at a minimum said premises shall be covered with at least 2 (2)" of loam and seeded with a perennial mix grass seed.

Reserving to the grantor, his designee or assigns, all other rights not specifically granted herein, which shall include but not be limited to the right to:

1.) Maintain existing trails as may exist on said premises or to create additional trails, which said maintenance or creation shall be carried out so as to minimize interference with the natural vegetation. Should the Grantor designate another party or entity to carry out such trail maintenance or creation, an instrument stating such shall be recorded with said Registry of Deeds, and notice thereof be provided the Grantee and to the Secretary of the Executive Office of Environmental Affairs;

2.) To enhance the existing woodland vegetation by providing additional plantings.

There is hereby granted to the Grantee the right to enforce these restrictions against all other persons. The Grantor agrees to notify the Grantee in writing prior to the exercise of any reserved right which may impact upon the conservation interests associated with the premises. The Grantee may, at its discretion, enter upon said premises for the purposes of inspecting same and to determine compliance with restrictions set forth herein.

There is further hereby granted to the general public the right to utilize trails located on said premises and to pass and re-pass on said trails as trails located on conservation land are commonly utilized within said Town of Groton, subject to such rules and regulations as may be promulgated by the Partridgeberry Woods Homeowners Association or entity as may be created by the Grantor or his successors in interest to manage common areas within said Partridgeberry Woods Subdivision, provided nevertheless that prior to establishing any such rules and regulations, the Partridgeberry Woods Homeowners Association or such other entity created by the Grantor shall receive the approval of the Groton Conservation Commission so as to ensure that such regulations are fair, reasonable and balance the interests of those individuals who make use of said trails with the right of residents of the Partridgeberry Woods Subdivision to the quiet and peaceful enjoyment of their property, which said regulations shall not preclude the quiet enjoyment by the general public from dawn to dusk, and provided nevertheless that the Grantor's liability shall be limited in all cases as provided by Chapter 21, Section 17C of the Massachusetts General Laws.

This right to access shall not include the right to enter wetlands, water courses and/or ponds which are or may be located on said premises.

The Grantor and Grantee agree that the donation of this Conservation Restriction and Easement gives rise to a property right which vests immediately in the Grantee and which, for purposes of this paragraph, has a fair market value equal to the amount by which the fair market value of the unrestricted premises on the date of the execution of this Conservation Restriction and Easement is reduced by the restrictions imposed hereby.

Should this Conservation Restriction and Easement be extinguished by judicial decree, Legislative Act, powers of eminent domain, or as provided in Chapter 184 of the General Laws or other applicable Chapter, and should the Grantor, his successors and assigns thereafter sell, exchange or receive payment for any part or whole of the then unrestricted premises; the Grantee shall be entitled to a portion of the proceeds of such sale, exchange, or involuntary conversion, at least equal to the proportion that the value of this Conservation Restriction and Easement, as calculated above, bore to the value of the unrestricted premises on the date of the execution of this Conservation Restriction and Easement. Such proceeds shall be used by the Grantee for conservation purposes.

In the event the Grantee determines that there has been a breach of these restrictions contained hereby the Grantor, its successors or assigns, or by a third party, it shall so notify the Grantor of such breach in writing. The Grantor shall have forty-five days after the receipt of such notice, at his discretion, to undertake actions including restoration of the premises that are intended to correct the conditions constituting such a breach. Should the Grantor fail to initiate corrective actions within said period of time, the Grantee may, at its discretion, undertake such measures as may be necessary to effectuate such corrective action, the expenses associated therewith to be borne by the Grantor only should he be determined to be responsible for the breach.

Upon request by the Grantor, the Grantee shall within twenty (20) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor to be in compliance with any obligation contained in this conservation restriction.

The benefits of the foregoing Conservation restriction shall be in gross and shall run with the land and be binding upon all successors in interest to the Grantor in perpetuity. The provisions hereof may from time to time be amended by the Grantor with the consent of the Grantee and approved by the Secretary of the Executive Office of Environmental Affairs. Interests created hereby in the Grantee may not be disposed of or transferred without the consent of the Grantor, and any

such disposal or transfer shall only be to a charitable, non-profit entity recognized as such pursuant to Section 501c(3) of the Internal Revenue Code or public entity under Section 509 of said Code, and in any event shall require approval of the Secretary of the Executive Office of Environmental Affairs in accordance with Chapter 184, Section 32 and other applicable sections of the Massachusetts General Laws as well as Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts.

The provisions of this Conservation Restriction shall be incorporated into any and all deeds or other instruments of conveyance or transfer by which the Grantor divests himself of all or any portion of the premises.

This Conservation Restriction shall be recorded in a timely fashion by the Grantor.

Witness my hand and seal this 6th day of March 1991.

Robert G. Taisey Trustee
Robert G. Taisey, Trustee

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

6 MARCH, 1991

Then personally appeared the above-named Robert G. Taisey, Trustee, and acknowledged the foregoing to be his free act and deed, before me



[Signature]
Notary Public
My Commission expires: 1/7/95

ROBERT L. COLLINS
2 PRESCOTT STREET
FORGE VILLAGE
WESTFORD,
MASSACHUSETTS 01886

APPROVAL OF BOARD OF SELECTMEN

We, the undersigned, being a least a majority of the Groton Board of Selectmen, approve the within conservation restriction and easement pursuant to the provisions of the Massachusetts General Laws, Chapter 40, Section 8C and Chapter 184, Section 32 and pursuant to a Vote by the Groton Conservation Commission dated February 27, 1991.

Robert J. ...
Justin G. ...
Robert E. ...

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

March 13, 1991

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

Carol S. Clark
Notary Public
My Commission expires:

My Commission Expires June 19, 1992.

ACCEPTANCE OF CONSERVATION COMMISSION

We, the undersigned members of the Groton Conservation Commission, hereby accept the foregoing conservation restriction pursuant to the provisions of Chapter 40, Section 8C and Chapter 184, Section 32 of the Massachusetts General Laws.

Sandra E. Coff
Russ E. Swezey
Robert B. [unclear]
Harrison S. Ripley
Cynthia Kollarica

COMMONWEALTH OF MASSACHUSETTS

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

Carol J. Clark
Notary Public
My Commission expires:

My Commission Expires June 19, 1992

REQUIRED APPROVALS
THE COMMONWEALTH

The Undersigned Secretary of Environmental Affairs of the Commonwealth of Massachusetts hereby certifies that the foregoing Conservation Restriction has been approved in the public interest, pursuant to Massachusetts General Laws Chapter 184, Section 32.

Thomas P. McShane
Secretary of Environmental
Affairs

September 3, 1991
Date

COMMONWEALTH OF MASSACHUSETTS

Suffolk
~~Middlesex~~, ss

Sept 3, 1991

Then personally appeared the above-named *Thomas P. McShane* and acknowledged the foregoing to be his free act and deed, before me

Mary Ann Nelson
Notary Public
My Commission expires: *April 26, 1996*

APPENDIX A

The land in Groton, Middlesex, Massachusetts shown as four certain parcels of land on a plan entitled "Partridgeberry Woods, Groton, Mass., prepared for the Taisey Family Nominee Trust, Robert G. Taisey, Trustee, Joseph R. Henry and Associates, dated January 7, 1988, which said plan is duly recorded with the Middlesex South District Registry of Deeds as Plan No. 1475 of 1988, Book 19424 at Page 049, said parcels being delineated thereon as Parcels "B", "C", "D" and "F".