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SCOTT ATTEST 9535 PAGE 312
BERRY T. HANNON REGISTER

CONSERVATION EASEMENT

I, RALPH COSTELLO, Trustee of New Realty Trust under Declaration of Trust dated May 19, 1986 and recorded with the Norfolk Registry of Deeds in Book 7060, Page 63, having a mailing address of c/o Delta Real Estate, 503 Main Street, Medfield, Massachusetts 02052, for consideration of One Dollar ($1.00), grant to the TOWN OF MEDFIELD (the "Town"), a Massachusetts municipal corporation with its principal place of business at Town Hall, Medfield, Massachusetts 02052, a conservation easement in perpetuity, upon terms hereinafter set forth, over land situated in the Town of Medfield, Norfolk County, Massachusetts and shown on a subdivision plan (the "Subdivision Plan") entitled "Grist Mill Estates" prepared by Guerriere and Halnon, Inc., dated November 7, 1990. The Subdivision Plan, which shall contain an affirmative reference to this Conservation Easement, is recorded herewith. The area subject to this Conservation Easement (the "Easement Area") is denoted on the Subdivision Plan as "Open Space and Conservation Easement" and is presently comprised of a portion of Lots 4 and 5 as shown on the Subdivision Plan. This Conservation Easement shall not become effective unless and until the Subdivision Plan is recorded with the Registry of Deeds. In the event that the lot lines between Lot 3 and Lot 4, as shown on the Subdivision Plan, are relocated so that a portion of the Easement Area encroaches onto Lot 3, said Lot 3 shall be subject to this Conservation Easement.

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This Conservation Easement shall be for the purpose of preserving the scenic nature of the Easement Area, (ii) appurtenant to and for the benefit of certain Town owned land known as Kingsbury Pond, which is adjacent to the Easement Area, and (iii) an exclusive easement subject only to the Reserved Rights set forth below.

The Grantor hereby covenants for himself and his successors and assigns to hold title to said Lots 4 and 5 subject to such restrictions, and hereby grants to the Town the right to enforce the following restrictions against all persons:

1. No building, sign, utility pole, or other temporary or permanent structure accessory to any residential, commercial, or industrial purpose shall be constructed, placed, or permitted to remain in the Easement Area;

2. No loam, peat, gravel, soil, or other mineral substance or other refuse of vegetable or animal origins, vehicle, manufactured object, debris, waste, fertilizer, pesticide, or unsightly or offensive material will be placed, stored, parked, or dumped in the Easement Area;

3. No loam, peat, gravel, soil, or other mineral substance or natural deposit shall be excavated or removed that will substantially change the slope and natural scenic nature of the Easement Area.

4. Except as otherwise provided below, the character of the trees and other vegetation in the Easement Area shall not be disturbed; and,

5. Neither the Grantor nor his successors or assigns will perform or permit others to perform any of the foregoing acts.

The Grantor reserves to himself and to his successors and assigns the right to conduct or permit the following activities ("Reserved Rights") in the Easement Area:

1. The right to use the Easement Area for recreational purposes (i.e., fishing, picnicking, and walking), which includes the

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right to store a canoe or small rowboat, have a wooden picnic table, and maintain footpaths and trails;

2. The right to trim and clear dead trees and dead limbs and pull out unsightly weeds, and plant grass, additional shrubbery and flowers;

3. The right to install a stone wall along the southern perimeter of the Easement Area that coincides with the southern property line of said Lot 4, for privacy and to deter trespassing, said stone wall to be no higher than five (5) feet;

4. The right to cut shrubs, saplings, and trees to install utilities, walkways, sewer, and drainage, and to accomplish such other work authorized by any permit issued to the Grantor in connection with the Grist Mill Pond Estates Subdivision, including, but not limited to, an Order of Conditions issued by the Conservation Commission, conditions of the Town of Medfield Planning Board incident to its approval of the Subdivision Plan, and conditions of any special permit issued by the Zoning Board of Appeals; and

5. With the prior written approval of the Town of Medfield Tree Warden (or equivalent municipal official should there be no Tree Warden), which approval shall be issued promptly and consistent with the intent of this Conservation Easement, the right to cut, trim, or prune, saplings, shrubs, and trees, the removal of which are reasonably necessary to secure and maintain a clear scenic view of the Kingsbury Pond from the houses on Lots 3, 4, and 5, provided such rights may only be exercised with respect to saplings, shrubs and trees located on the same Lot upon which such house is located.

This Conservation Easement does not grant to the Town, to the public generally, or to any other person, the right to enter the Easement Area, except that the Town, the Tree Warden, and his agent have the right to enter the Conservation Area after written notification to the then current owners of the land encumbered by this Conservation Easement of the time and date of an inspection to determine compliance. Said notice to be delivered at least forty-eight (48) hours prior to such inspection.

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Nothing in this Conservation Easement relieves the Grantor, his successors or assigns, the Town, its employees or agents, of the necessity of complying with the Massachusetts Wetlands Protection Act, Massachusetts General Laws Chapter 131, Section 40, the Town of Medfield Wetlands By-Law, any regulation issued under either, or any Order of Conditions issued by the Medfield Conservation Commission or the Massachusetts Department of Environmental Protection.

The Grantor and the Grantee shall have the right to enforce any of the provisions of this Conservation Easement or to appeal any decision made hereunder, including without limitation, any decision issued by the Town of Medfield Tree Warden concerning the removal of trees and vegetation from the Easement Area by commencing an action in the Superior Court for the County in which the Easement Area is located.

The burden of this Conservation Easement shall run with the land described above and shall be binding upon all future owners of any interest herein.

Grantor agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument by which Grantor divests himself of any interest in all or a portion of the Easement Area. The failure of the Grantor to perform any act required by this paragraph shall not impair the validity of the Conservation Easement or limit its enforceability in any way.

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For Grantor's title, see Deed of _____, dated _____, recorded in the Norfolk Registry of Deeds in Book _____, Page _____.

IN WITNESS WHEREOF, I have hereto set my hand and seal this 30 day of September, 1992.

Ralph Costello
as Trustee of New Realty Trust
as aforesaid

COMMONWEALTH OF MASSACHUSETTS

_____, ss. 9/30, 1992

Then personally appeared the above-named Ralph Costello and acknowledged the foregoing instrument to be his free act and deed, as Trustee as aforesaid, before me,

Notary Public
My commission expires:

MARY P. NALLY
NOTARY PUBLIC
My Commission Expires June 18 1994