



2013 00110866

Bk: 61870 Pg: 327 Doc: EASE
 Page: 1 of 3 05/24/2013 02:50 PM

CONSERVATION EASEMENT

The undersigned **Kimloch Farm, LLC**, a Massachusetts limited liability company with a principal place of business at 390 Goodrich Street, Lunenburg, Massachusetts 01462, being the owner of the property located at 116 Goldsmith Street, Littleton, Massachusetts and more particularly shown as "Parcel B Open Space" as shown on a plan entitled "The Homes at Kimloch Farm" dated December 12, 2009, revised May 24, 2011, said plan was prepared by Foresite Engineering. Said plan is recorded with the Middlesex South District Registry of Deeds at Plan 546 of 2012, hereby creates this Conservation Easement.

The purpose of this document is to create in perpetuity and exclusively for conservation purposes the following described Conservation Easement. The area of the Easement ("Easement Area") is shown on the above described plan and is marked as "Conservation Easement."

This Conservation Easement is created pursuant to the terms and provisions of Massachusetts General Laws Chapter 184, Section 31 and otherwise by law. Its purpose is to assure that the Easement Area will be retained in perpetuity predominantly in its natural, scenic and open condition and to prevent any use of the Easement Area that will significantly impair or interfere with the conservation values of the Easement Area. The conservation of the Easement Area will yield a significant benefit for the following reasons:

Preservation and management of the Easement Area in its natural state through an environmentally sensitive plan, combined with prohibition of any development of the Easement Area will protect a significant contiguous area of wildlife habitat.

The terms of this Conservation Easement are as follows:

A. Prohibited Uses. Except to the extent permitted in Paragraph B below, the Grantor and its successors and or assigns will neither perform nor permit the following acts or uses on the Easement Area:

(1) Constructing or placing any building, landing strip, mobile home, swimming pool, tennis court, asphalt or concrete pavement, sign, billboard or other advertising display, antenna, utility pole, tower, conduit, line or other temporary or permanent structure or facility on or above the Easement Area;

(2) Mining, excavating, dredging or removing from the Easement Area of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit;

- (3) The installation of underground storage tanks, or the dumping on the Easement Area of refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material;
- (4) Activities detrimental to drainage, flood control, water conservation, water quality, erosion control or soil conservation;
- (5) The cutting or removal of any trees or any other vegetation within the Easement Area without express consent of the Littleton Conservation Commission;
- (6) The further subdivision ("Subdivision" as defined in M.G.L. c. 41, Section 81-L of the Subdivision Control Law) of the Easement Area; and
- (7) Any other use of the Easement Area or activity thereon which is inconsistent with the purpose of this Conservation Easement.

B. Reserved Rights. Notwithstanding anything in Paragraph A to the contrary, the following acts and uses are permitted, but only to the extent such acts and uses do not materially impair the purposes of this Conservation Easement:

- (1) Fishing, hiking, horseback riding, swimming, cross country skiing and other passive outdoor recreational activities;
- (2) All acts and uses not expressly prohibited in Paragraph A are allowed hereunder. The exercise of any right reserved by Grantor under this Paragraph B shall be in compliance with the then current Zoning By-Laws and Conservation Commission Rules and Regulations of the Town of Littleton (the "Town"), the Wetlands Protection Act (General Laws Chapter 131, Section 40) and all other applicable federal, state and local law. The inclusion of any reserved right in this paragraph B requiring a permit from a public agency does not imply that the Town of Littleton takes a position on whether such permit should be issued.

C. Access. The Conservation Easement hereby conveyed does not grant to the public generally, or to any other person any right to enter upon the Easement Area. The Town's Conservation Commission is also granted the right to make inspections of the Easement Area under the following terms and conditions: (a) at reasonable times and in a reasonable manner to inspect the Easement Area to determine compliance herewith and (b) after thirty (30) days prior written notice, to take any and all actions with respect to the Easement Area at the then fee owner's cost as may be necessary or appropriate, with or without order of court, to remedy, abate, or otherwise enforce any violation hereof.

D. Legal Remedies of the Town. The rights hereby granted shall include the right to enforce this Conservation Easement by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including without limitation relief requiring restoration of the Easement Area to its condition at the time of this grant (it being agreed that the Conservation Commission may have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Town. The Grantor, or the then fee owners of the Easement Area, covenants and agrees to reimburse the Town all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Conservation Easement or in taking reasonable measures to remedy or abate any violation thereof if such

violation is caused by the Grantor or the then current owner of the Easement Area. The Town does not undertake any liability or obligation relating to the conditions of the Easement Area. Enforcement of the terms of this Conservation Easement shall be at the discretion of the Town, and any forbearance by the Town to exercise its rights under this Conservation Easement shall not be deemed or construed to be a waiver. If any provision of this Conservation Easement shall to any extent be held invalid, the remainder shall not be affected.

E. Acts Beyond Grantors' Control. Nothing contained in this Conservation Easement shall be construed to entitle the Town to bring any action against Grantors for any injury to or change in the Easement Area resulting from causes beyond the Grantors' control, including, but not limited to, fire, flood, storm, earth movement, and acts caused by trespass on the Easement Area not contributed to by acts or omissions of Grantors, or from any prudent action taken by Grantors under emergency conditions to prevent, abate, or mitigate significant injury to the Easement Area resulting from such causes.

F. Duration: The burdens of this Conservation Easement shall run with the Easement Area and shall be enforceable against Grantor and all future owners and tenants in perpetuity. The Town's Conservation Commission is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Easement.

G. Termination of Rights and Obligations: Notwithstanding anything to the contrary herein, the rights and obligations, under this Conservation Easement, of any party holding any interest in the Easement Area shall terminate upon transfer of that party's interest, except that liability for acts or omissions occurring prior to transfer shall survive the transfer.

No documentary stamps are required as this Conservation Easement is a gift.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed under seal this 21 day of May, 2013.

Kimloch Farm, LLC

By: John D. Chisholm
Its.

COMMONWEALTH OF MASSACHUSETTS

John D. Chisholm, ss.

May 21, 2013

On this 21 day of May, 2013, before me, the undersigned notary public, personally appeared John D. Chisholm, proved to me through satisfactory evidence of identification, which were drivers 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 Manager for Kimloch Farm, LLC, a Massachusetts limited liability company.

Notary Public
My Commission Expires:

