

AGENDA

Wednesday

September 23, 2015

TOWN OF EASTHAM
AGENDA
BOARD OF SELECTMEN
Wednesday, September 23, 2015
3:00 p.m.

Location: Timothy Smith Room

Work Session:

1. Discussion of Board Goals for 2015-2016
2. Conservation Restriction – Harris Property
3. Minutes
 - September 8, 2015 Executive Session
 - September 8, 2015 Regular Session
 - September 9, 2015 Work Session
 - September 14, 2015 Executive Session
4. Other Business

POSSIBLE EXECUTIVE SESSION

To discuss strategy with respect to litigation case when an open meeting may have a detrimental effect on litigating position of the public body and the chair is so declaring.

Upcoming Meetings

<i>Monday October 5, 2015</i>	<i>5:00 p.m.</i>	<i>Regular Session</i>
<i>Wednesday, October 7, 2015</i>	<i>3:00 p.m.</i>	<i>Work Session</i>
<i>Monday October 19, 2015</i>	<i>5:00 p.m.</i>	<i>Regular Session</i>
<i>Wednesday, October 21, 2015</i>	<i>3:00 p.m.</i>	<i>Work Session</i>

The listing of matters includes those reasonable anticipated by the Chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.

If you are deaf or hard of hearing or are a person with a disability who requires an accommodation, contact Laurie Gillespie-Lee, 508-240-5900 x207

Eastham Selectmen Goals for FY 2016

1. Affordable Housing: Move forward with more effective use of Town property, namely Purcell and Children's Place, to support policies and programs that will increase the amount of affordable rental and purchase housing for Eastham residents;
2. Municipal Water: Ensure the Eastham municipal water projects (Phase 1 and Phase 2) have proper oversight of planning, management and completion that results in the most cost effective and efficient projects;
3. Hay Road: Provide necessary leadership and staff support to bring Hay Road access to conclusion in the near-term (to ensure all streets have emergency and storm access this winter) and the long-term (for decisions at 2016 Town Meeting);
4. Town Revenue: Ensure the Town collects adequate revenue to support the level of services required through annual review of all fees to provide for reasonable and equitable fees that can maximize income and by seeking legislative authority for new sources of revenue;
5. Waste Water: Comply with state and federal Waste Water Management mandates and ensure Eastham protects its environmental resources by updating the 2009 plan and preparing a plan that meets the new WMA requirements;
6. Town Facilities and Property: Ensure that the 5-year capital facilities plan and its annual review include a review of appropriate conditions of Town facilities and uses of other property, specifically the Sandy Meadow property for community services such as recreation and a review of alternative energy resources such in all municipal building; and
7. Governance: Create ways to improve the overall governance of the Town by:
 - Increasing resident participation in town boards and committees and improve staff support and communications with town boards and committees;
 - Reviewing charges for boards and committees on a regular basis to ensure relevance of missions;
 - Working with Town Moderator to develop a list of possible changes to the Town Charter and determine an appropriate time to make changes;
 - Increasing effectiveness of board meetings including more efficient minutes, agendas, and Board packet materials;
 - Ensuring services of Town Counsel are regularly reviewed and evaluated; and
 - Improving intergovernmental relations.

Planning Session

Sheila Vanderhoef advised that the 2 main goals she has for FY16 are:

- Water Project – this is a big job and will take most of time
- Revise and update the 10 year staffing plan she originally did in 2000 as a tool for the future
 - Sheila reviewed the original staffing plan and highlighted the planned changes met to date

Board of Selectmen goals for the BOS and the Town Administrator:

- Town owned property utilized for affordable housing
- Review of Recreation Building size versus need
- Fees for Windmill Green events and policy
- BOS to make decisions on items that have been pending such as affordable housing
- Alternative energy for Town – ie LED lights
- Resolve Hay Road access issues for residents impacted
- Reclassification of Rock Harbor
- Water Project
- OPM for Water Project
- Increase participation on committees to those in the 30 to 60 year demographics
- Improve relationship with other Boards of Selectmen
- Complete IT strategic plan
- Increase participation on Boards and Committees
- Review and update Committee Charges
- Wastewater
- Create comprehensive capital plan
- Meeting management – structure of agenda and guidelines for minutes
- Consider consent agenda
- Charter review – Moderator responsible but BOS can provide feedback
- Review of Town Counsel
- Review of Auditors

Other Business

Elizabeth Gawron noted that she has scheduled 2 meetings in September on the 8th and 22nd at 8:30AM for the Chairs of all boards and committees. The goal is to increase communication between all boards and committees and to identify common threads and issues.

Sheila Vanderhoef advised that Town Counsel would like to meet with Conservation Commission and the Board of Selectmen in Executive Session regarding the Nauset Spit and the Superseding Order. The Board reviewed dates and Sheila advised that she would check with Counsel and Conservation.

Adjournment

Linda Burt made a motion to adjourn the meeting at 4:35PM

Wallace Adams seconded the motion

Vote: Yes 5, No 0

Respectfully submitted,



Laurie Gillespie-Lee

CONSERVATION RESTRICTION

The Town of Eastham, acting by and through its Board of Selectmen, and Conservation Commission having an address of 2500 State Highway, Eastham, Massachusetts 02642, being the sole owner ("Grantor"), acting pursuant to Sections 31, 32 and 33 of Chapter 184 of the Massachusetts General Laws, hereby grants to **Eastham Conservation Foundation**, a Massachusetts non-profit corporation, with a mailing address of P.O. Box 183, Eastham, MA 02642 and its permitted successors and assigns ("Grantee"), for consideration of One Dollar (\$1.00) Dollar, in perpetuity and exclusively for conservation and passive recreation purposes, the following Conservation Restriction on a certain parcel of land located on Dyer Prince Road, in the Town of Eastham, Barnstable County, Massachusetts containing approximately 3.412 acres, more or less, and described in a deed to the Grantor, filed with the Barnstable Registry District of the Land Court as Document No. 1250004, noted on Certificate of Title No. 203922, and further described at Exhibit A attached hereto (the "Premises").

I. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purpose of this Conservation Restriction is to assure that the Premises will be maintained in its current condition in perpetuity for conservation and passive recreation purposes, predominantly in a scenic and undeveloped condition, and to prevent any use or change that would materially impair or interfere with its conservation and preservation values.

The Premises was purchased using Massachusetts Community Preservation Act funds (M.G.L. Chapter 44B). The purposes of this Conservation Restriction are to assure that, while permitting certain acts and uses described in Section II.B hereof, the Premises will be subject to the prohibitions described in Section II.A hereof, so that the Premises are retained in perpetuity in their scenic and undeveloped condition for open space and passive recreation, and other conservation uses consistent with and subject to the protections of Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, and to prevent any use of the Premises that will materially impair or interfere with the conservation values thereof. The Premises contains outstanding qualities, including waterfront coastal beaches and coastal dunes, an open sandy maritime heathland consisting of low-growing native heaths and heathers, bayberry, beach plum, beach pea, American beach grass, bayberry, rosa rugosa, eastern red cedar, and various lichens and as well as an upland consisting of a pine-oak woodland, the protection of which will be of benefit to the public (the "Purposes"). These qualities are described below:

- **Open Space Preservation.**

The protection of the Premises contributes to the protection of the scenic and natural character of the Eastham and will serve the public as a passive recreation space.

- **Passive Recreation and Public Access Trails.**

Conservation of the Premises will preserve the public's use and enjoyment of the Premises for passive recreation, including the potential for passive trail-based activities, provided that these activities will not compromise the wildlife habitat, scenic and environmental values.

- **Protection of Wildlife Habitat.**

The Premises are identified by the Natural Heritage and Endangered Species Program area as an Estimated and Priority Habitat and consists of Coastal Beach, Coastal Dunes, open maritime heathland, forested pine-oak upland and a portion is located within the Inner Cape Cod Bay Area of Critical Environmental Concern.

- **Furtherance of Government Policy.**

Protection of the Premises furthers the Town of Eastham's Open Space and Recreation Plan goals and objectives.

Open Space and Recreation Plan:

Natural Resources Goal: Ensure Eastham has a good and ample amount of publicly accessible, multi-use open space land that provides both passive and active recreational opportunities, as well as aesthetic enjoyment, wildlife protection, and watershed protection. Create and maintain plans to safeguard Eastham's many scenic and recreation lands, undeveloped parcels, fragile water resources, and wildlife habitats. Objectives:

1. Protect water resources.
2. Protect and manage critical natural resources.
3. Preserve significant land for open space and recreation.

- **Protection of Scenic Resources.**

The Premises comprise part of scenic Cape Cod Bay and Boat Meadow landscape. Protection of the Premises will preserve the scenic character and scenic views of this open and aesthetically important landscape in the Town of Eastham.

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

A. Prohibited Acts and Uses

Subject to the exceptions set forth herein, the Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

- (1) Constructing, placing or allowing to remain any temporary or permanent building, tennis court, indoor riding ring, landing strip, mobile home, swimming pool, golf driving range, asphalt or concrete pavement, billboard or other advertising display, antenna, utility pole, tower, conduit, line or other temporary or permanent structure or facility on, above or under the Premises;
- (2) Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise make topographical changes to the area;
- (3) Placing, filling, storing or dumping on the Premises 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, including leaf litter;
- (5) Activities detrimental to wildlife habitat, drainage, flood control, water conservation, water quality, erosion control, soil conservation, or archaeological conservation;
- (6) Storage of vehicles including motorcycles, mopeds, all-terrain vehicles, trail bikes, or any other motorized vehicles on the Premises except use of vehicles is limited to that necessary for management of the Premises by the Town, forestry activities, and public safety (i.e., fire, police, ambulance, other government officials);
- (7) Subdivision or conveyance of a part or portion of the Premises. Further, no portion of the Premises may be used towards building or development requirements of this or any other parcel;
- (8) The use of the Premises for more than *de minimis* passive recreation use.
- (9) Any other use of the Premises or activity thereon which is inconsistent with the purpose of this Conservation Restriction

B. Reserved Rights and Exceptions

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

- (1) Recreational Activities. Walking, hiking, cross-country skiing, fishing, and other non-motorized outdoor passive recreational and educational activities that do not materially alter the landscape, do not degrade environmental quality, and do not involve more than Motorized wheelchairs or similar equipment reasonably necessary to enable handicapped members of the public to access the Premises are permitted.
- (4) Trails. The marking, clearing and periodic maintenance of unpaved trails and walking paths.

(5) Vegetation and Forest Management. In accordance with generally accepted management practices consistent with the conservation purposes of this Conservation Restriction, removing of brush, limited and selective pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Premises, including any existing trail and the selective clearing of forested or overgrown upland areas to create additional meadow habitat; preserving the present condition of the Premises, including meadows and trails.

(6) Non-native or Nuisance Species. The removal of non-native or invasive plant species or poison ivy done in a manner to affect only the target species and not non-target species.

(7) Wildlife Habitat Improvement. Subject to the approval of the Grantee as described in Section II.C below, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, including installation of nest boxes, selective planting of native trees, shrubs and plant species.

(8) Infrastructure. The installation, use, maintenance, repair, renovation, replacement of a parking area with capacity for no more than 10 cars, informational kiosks and other signage, boardwalks or bridges, benches, picnic tables, and canoe/kayak launch areas.

(9) Signs. The erection, maintenance, and replacement of signs by Grantor or Grantee for the following purposes: information about allowed and prohibited uses, educational/interpretative information; trail location, distance and directional signs; property name, ownership, and property boundaries.

(10) Fencing. The installation and maintenance of sight-pervious fences that do not interfere with the passage of wildlife or the conservation purposes of this restriction and do not, by their material detract from the scenic character of the landscape.

(10) Permits. The exercise of any right reserved by Grantor under this Paragraph B or for which approval is granted shall be in compliance with 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. All acts and uses not explicitly permitted by Section II, Paragraph B are prohibited unless otherwise approved as described in Section II.C below.

C. Notice and Approval. Whenever notice to or approval by Grantee is required under the provisions of Paragraph A or B of this Section II, Grantor shall notify Grantee in writing not less than sixty (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 sixty (60) days 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 the Grantee to respond in writing within sixty (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 Paragraph C relative to deemed approval after sixty (60) days in the notice.

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 the condition prior to the time of the injury complained of (it being agreed that the Grantee has 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, and Grantee is authorized to pursue non-party violators. Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Conservation Restriction.

Grantor 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 acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred.

B. Non-Waiver

Enforcement of the terms of this Conservation Restriction shall be at the discretion of the 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.

IV. ACCESS

The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction. The Grantor also grants to the Grantee, after 30 days prior written notice of a violation and failure of the Grantor to cure said violation within said 30-day period, 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, except in emergency when notice shall be given as soon as practicable.

This Conservation Restriction also grants to the general public the right to enter upon the Premises for passive outdoor recreational purposes including, but not limited to, hiking, wildlife observation, cross-country skiing, and other non-motorized, passive outdoor recreational and educational activities (except for motorized wheelchairs or similar equipment reasonably necessary to enable handicapped members of the public to access the Premises or as otherwise outlined in Section II of this Conservation Restriction, which shall be allowed).

V. EXTINGUISHMENT

A. If circumstances arise in the future such as render the purpose of this Conservation Restriction 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 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 Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph B below, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds. After complying with the terms of any gift grant or funding requirements, including M.G.L. c.44B, Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth herein.

B. Proceeds. Grantor and Grantee agree that the grant of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction bears to the value of the unrestricted Premises at that time. Such proportionate value of the Grantee's property right shall remain constant.

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 shares equal to such proportionate value after comply with the terms of any gift, grant or funding requirements, including M.G.L. c.44B. 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 in the manner of a trust 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 agrees itself to execute any such instruments upon request.

C. Running of the Benefit

The benefits of this Conservation Restriction 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 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 by which it divests itself of any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee within twenty (20) days of

such transfer. Failure to do so 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 twenty (20) 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 ensure that merger does not occur.

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 values. 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 Article 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be filed with the Barnstable Registry District of the Land Court.

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 of Massachusetts have been obtained, and it has been filed with the Barnstable Registry District of the Land Court. The Grantee shall file this instrument in a timely manner with the Barnstable Registry District of the Land Court.

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:

With A Copy to:

To Grantee:

With Copies to: Vicki S. Marsh, Esq.
Kopelman and Paige, P.C.
101 Arch Street
Boston, MA 02110

or to such other address as any of the above parties shall designate from time to time by written notice to the other or 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 provisions 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

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.

WITNESS our hands and seals this _____ day of _____, 2014.

TOWN OF EASTHAM,
By Its Board of Selectmen

TOWN OF EASTHAM,
By Its Conservation Commission

COMMONWEALTH OF MASSACHUSETTS

Eastham, ss.

On this _____ day of _____, 2014, before me, the undersigned notary public,
personally appeared _____, member of the Town of Eastham Board of

Selectmen, proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

DRAFT FOR BOS REVIEW

ACCEPTANCE OF GRANT

_____. accepts the above Conservation Restriction this _____ day of _____, 2014.

By: _____

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this _____ day of _____, 2014, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she 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 Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction to _____ has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: _____, 2015

Richard K. Sullivan, Jr.

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this _____ day of _____, 2015, before me, the undersigned notary public, personally appeared Richard K. Sullivan, Jr., Secretary of Energy and Environmental Affairs, proved to me through satisfactory evidence of identification which was _____ 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.

Notary Public

My Commission Expires:

Exhibit A

Description of Premises

A certain parcel of land on Dyer Prince Road, Eastham, Massachusetts shown as Lot 15 on Land Court Plan 28883-D filed with the Barnstable Registry District of the Land Court. Said Premises is conveyed together with and subject to the following, insofar as in effect:

1. Any and all public rights legally existing in and over the same below mean high water mark.
2. Order of Department of Natural Resources under G.L. c. 130, Section 105 filed with said Registry District of the Land Court as Document No. 197460.
3. Statement of Conditions filed with said Registry District of the Land Court as Document No. 112024 and amended Statement of Conditions as Document No. 1143969.
4. Eastham Planning Board Covenant filed with said Registry District of the Land Court as Document No. 1112025, as released as to Lot 15 by Document No. 1124256.
5. The Keene Way Subdivision Declaration of Restrictions, Protective Covenants and Easements filed with said Registry District of the Land Court as Document No. 1121882.
6. The Declaration of Trust Establishing the Keene Way Homeowners Association Trust filed with said Registry District of the Land Court as Document No. 1121883.

505142/EHAM/0182

DRAFT FOR BOS REVIEW