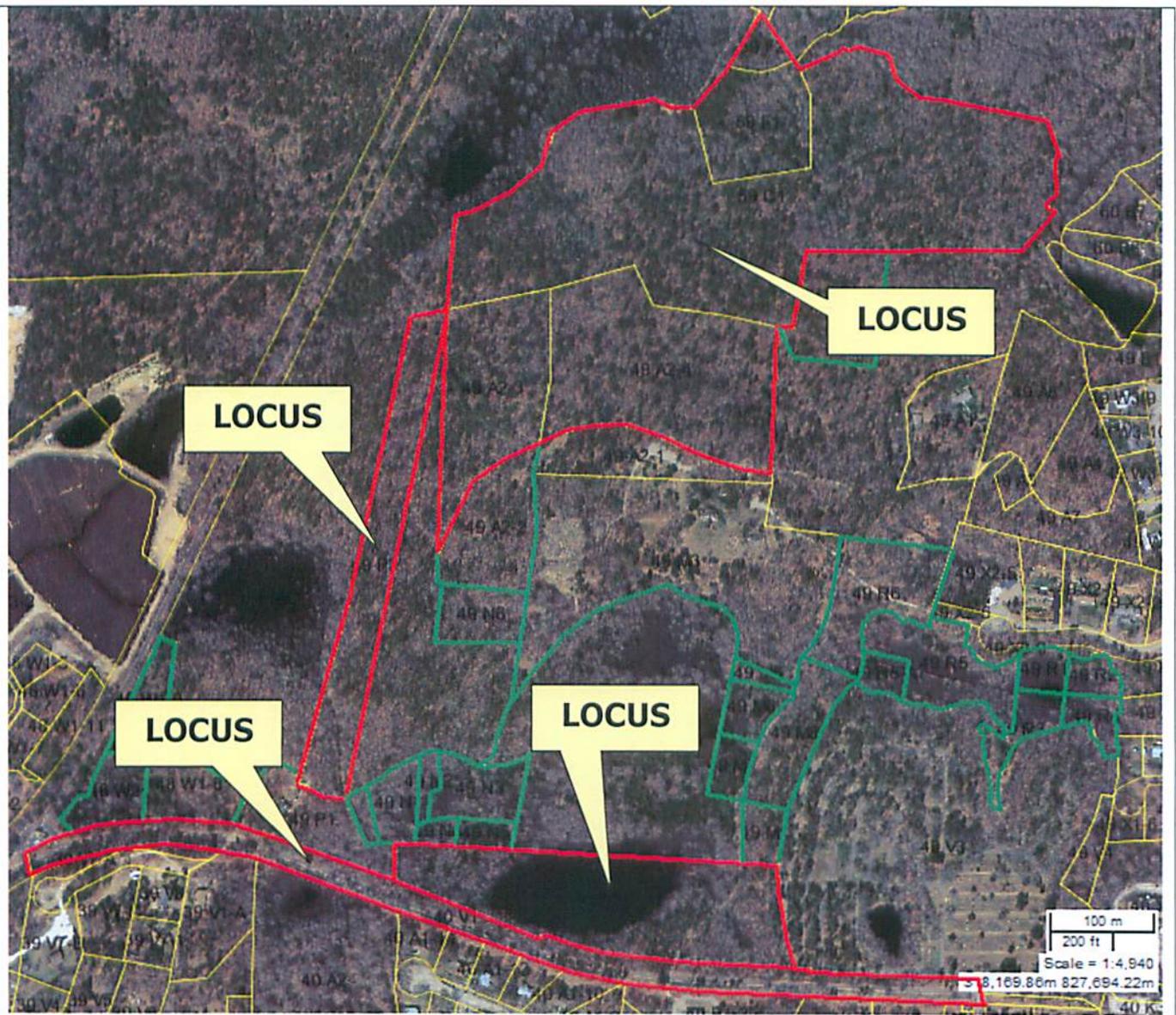


Red outlined Locus areas indicate parcels owned by the Town of Harwich that form the Island Pond Conservation Area.

Assessors Map/Aerial Photograph
 Island Pond Conservation Area
 Harwich, Massachusetts

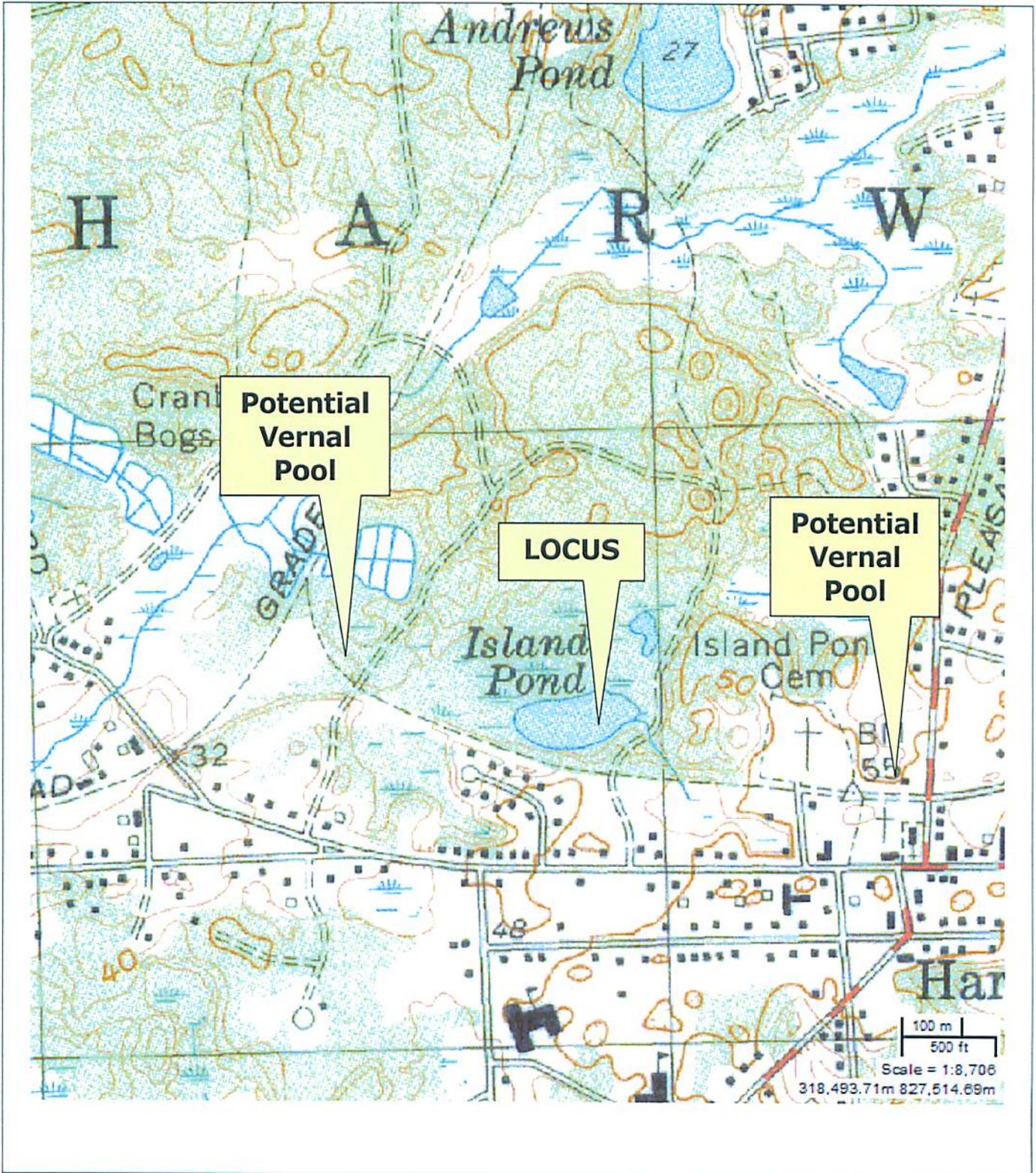




Red outlined Locus areas indicate parcels owned by the Town of Harwich that form the Island Pond Conservation Area. Green outlined areas indicate parcels recommended for acquisition.

**Color Map Prioritizing Acquisitions of Abutting Parcels
Island Pond Conservation Area
Harwich, Massachusetts**



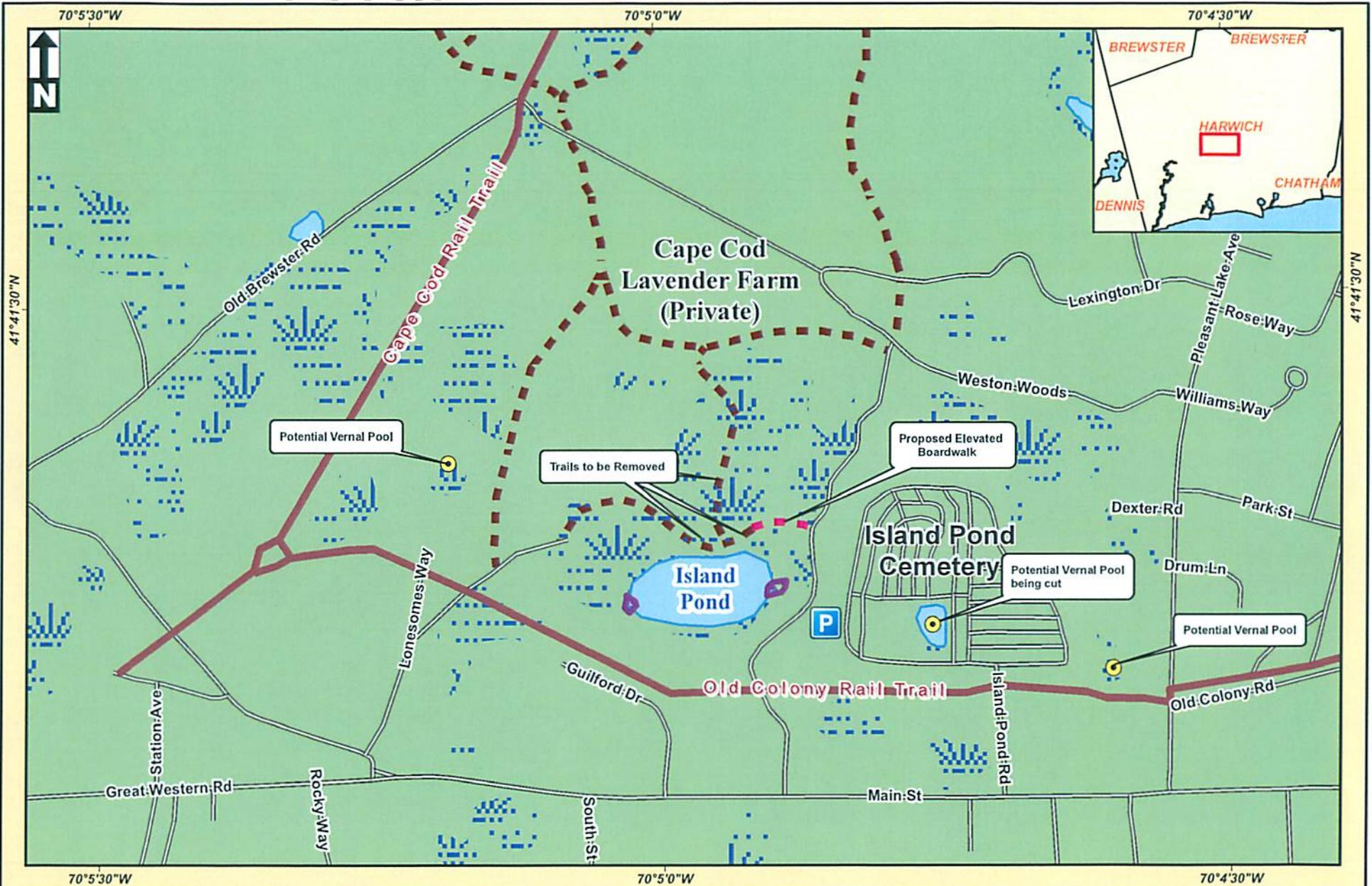


Topographical - USGS Site Locus Map
 Island Pond Conservation Area
 Harwich, Massachusetts



N

Δ



Scale:
 1 inch = 550 feet
 (Page size: 8.5 X 11)
 0 250 500
 Feet

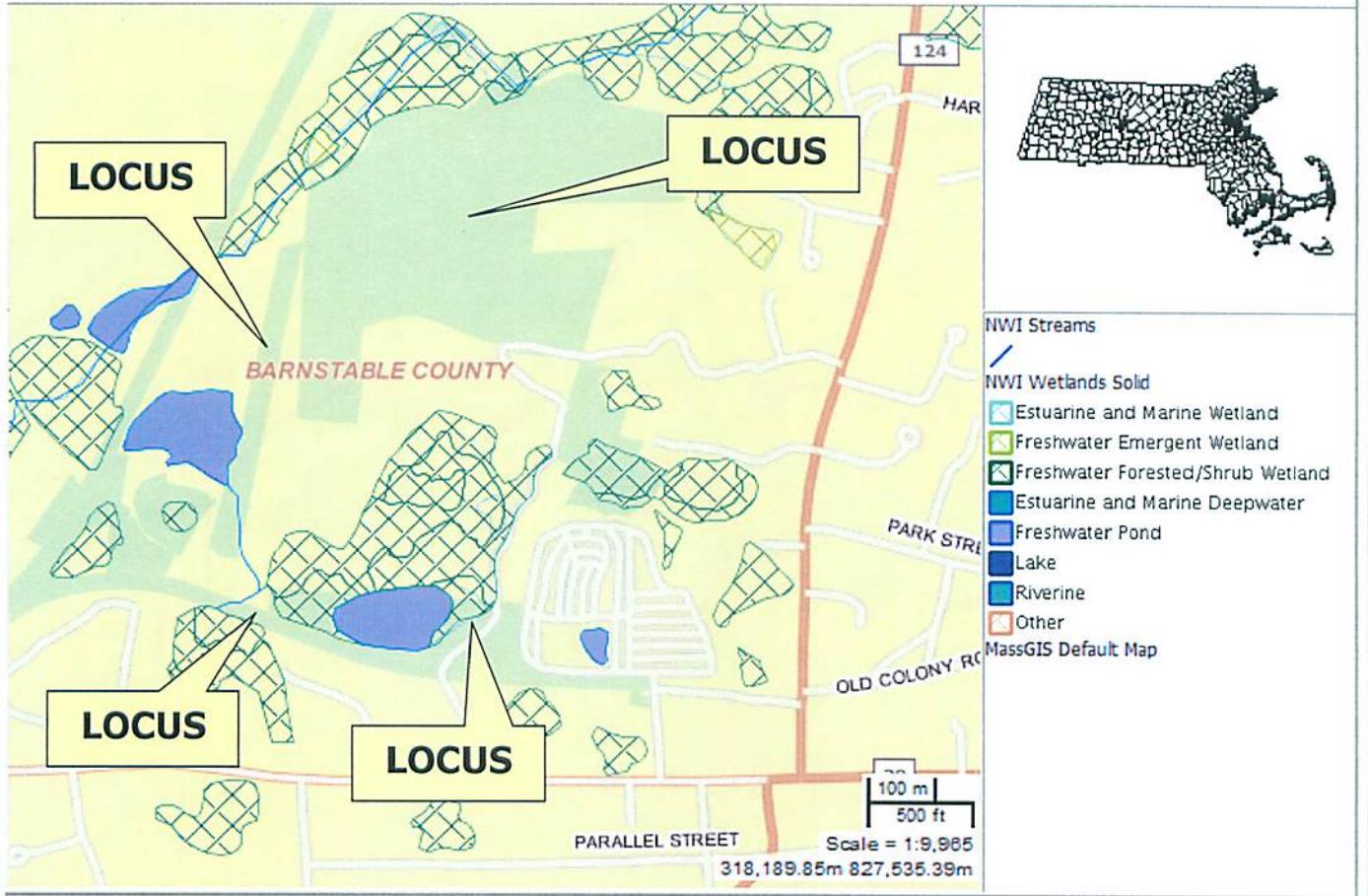
Legend	
DEP Wetlands	Trails
Cranberry Bogs	Proposed Parking

ISLAND POND

Management Activities Map Harwich, Massachusetts Appendix 4

Sources:
 -MassGIS: 2005, 2007
 -MADEP: 2007
 -MADOT: 2010
 -BSC Group Inc. Field Survey

Appendix 4

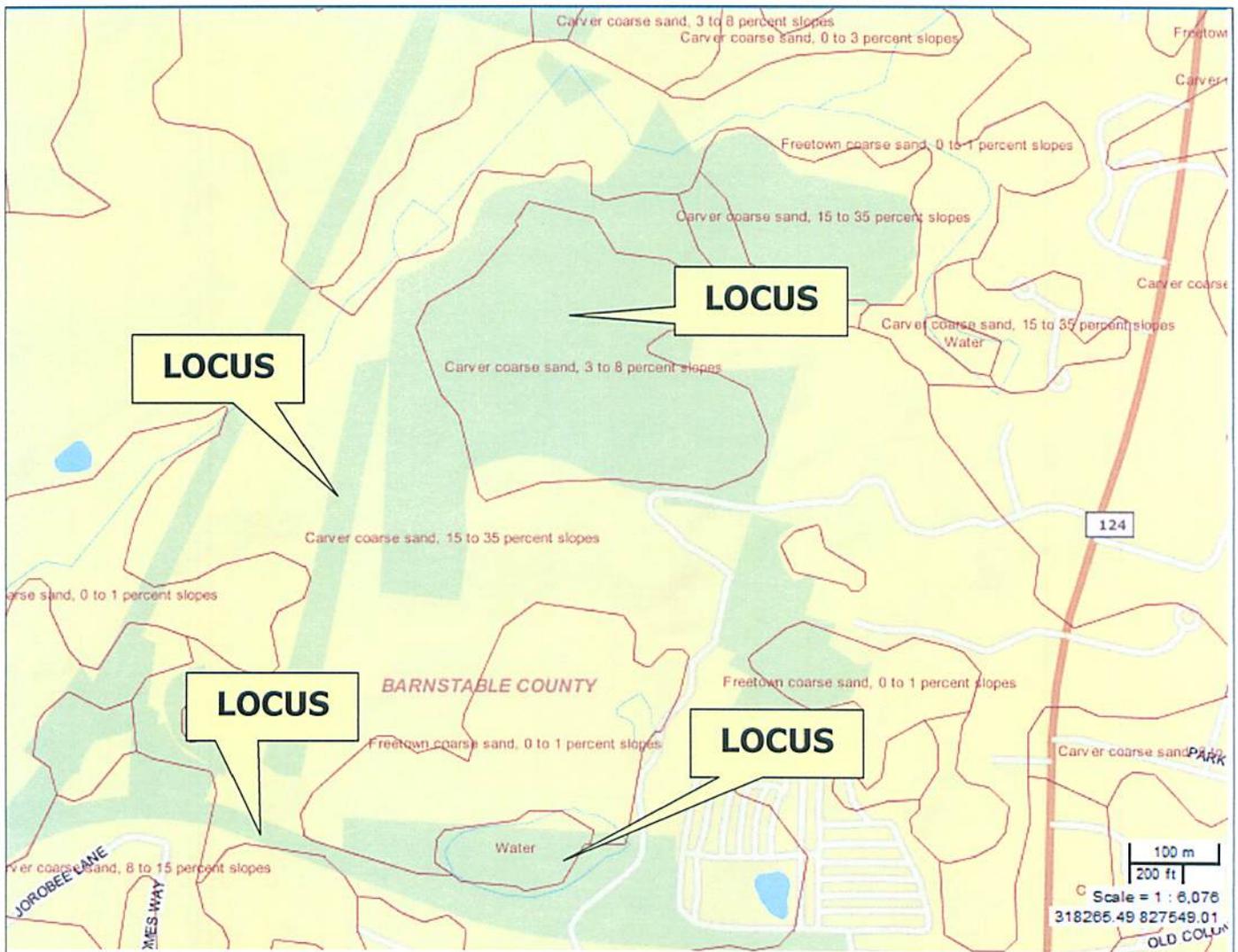


Resource Areas Map
 Island Pond Conservation Area
 Harwich, Massachusetts



N





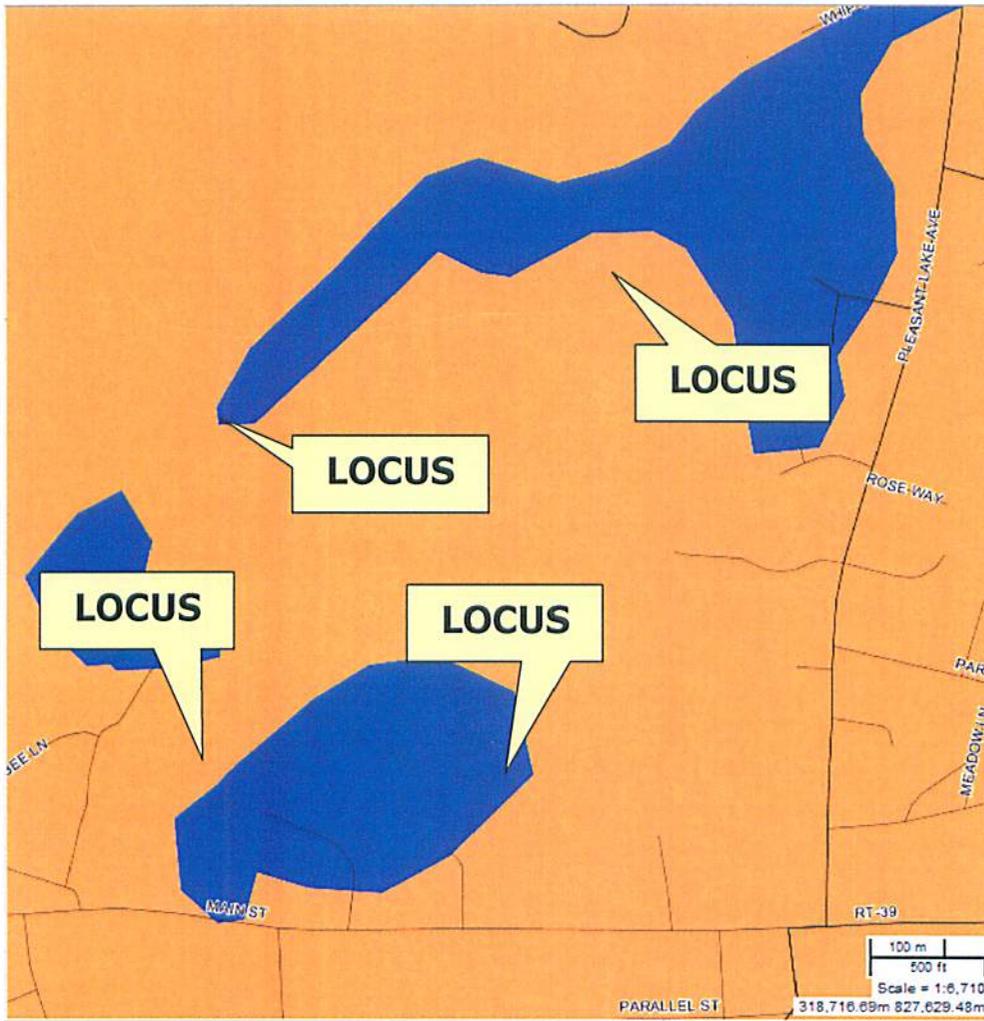
Soils Polygons with Mapunit Names
 MassGIS Basemap

Soils Map
 Island Pond Conservation Area
 Harwich, Massachusetts



Source: MassGIS Oliver Viewer

Appendix 6



NavTeq MA Other Streets

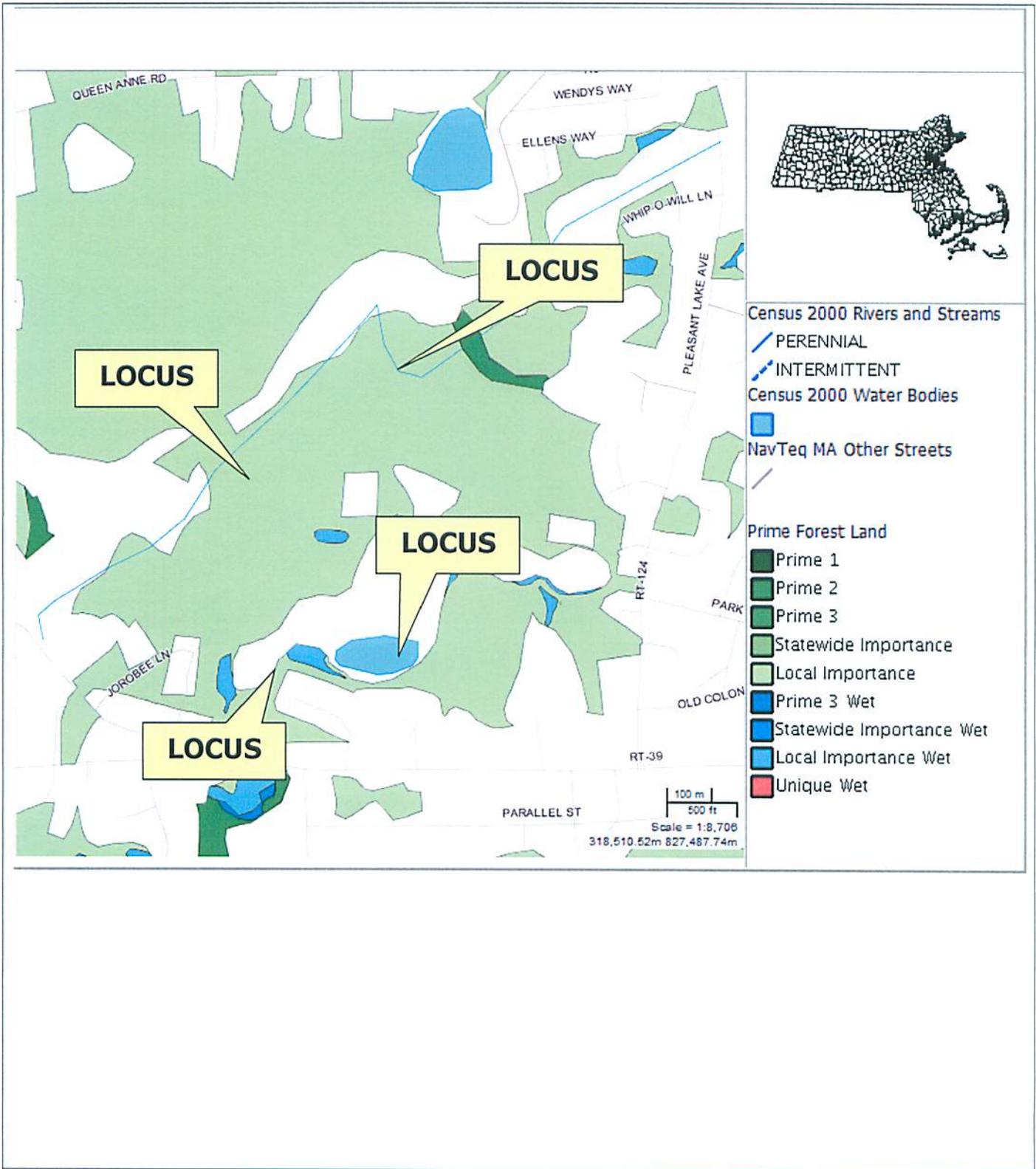
Surficial Geology

- SAND AND GRAVEL
- TILL OR BEDROCK
- SANDY TILL OVER SAND
- END MORAINE
- LARGE SAND DEPOSIT
- FINE GRAINED DEPOSIT
- FLOODPLAIN ALLUVIUM

MassGIS Default Map

Surficial Geology Map
 Island Pond Conservation Area
 Harwich, Massachusetts





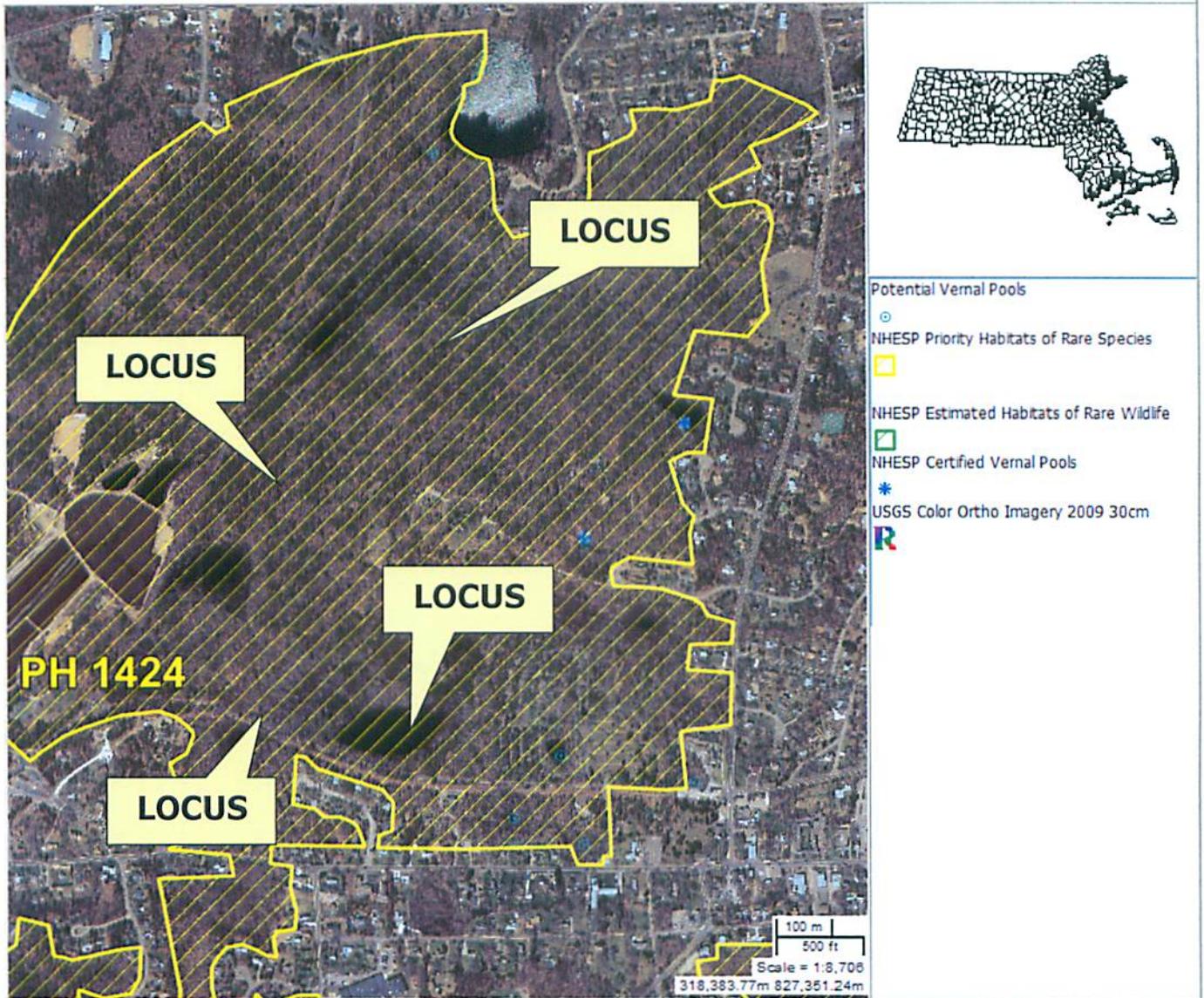
Vegetation Map
 Island Pond Conservation Area
 Harwich, Massachusetts



N



2008 Priority Habitat and Estimated Habitat Natural Heritage & Endangered Species Program



Natural Heritage & Endangered Species/Vernal Pool Map
Island Pond Conservation Area
Harwich, Massachusetts



N



694

Abraham's Pond Vernal Pool
Harwich .MA

I am resubmitting this certification. Your objection was that there are no pictures of the pond completely dried out. This pond, as so many on Cape Cod, do not dry completely. They are either perched and/or spring fed. In 1993, when these pictures were taken the Cape had experienced the lowest water tables for the last 17 years, yet many pool, including this one, did not dry out completely.

I have taken pictures of the pool during August and as you can see the water levels are so diminished that fish life, if it ever existed, is unlikely to have survived.

Pictures 1A and 1 show the same area as oroginal pictures 1 through 4 where the eggs were found. This part of the pool is completely dry on August 17.

Pictures 1A is basically the same view as original picture 5 As can be seen there is no truly open water.

Picture 1 C is the same view as picture 7 and 8. This area is also completely dry.

Pictures 1D and 1 E are the same view as picture 6 of the original. Notice that the pond is almost completely dry and the part with water holds no more than a few inches and is totally overgrown with weeds.

Since my activity is confined to the Cape and there are many vernal pools here that never dry, the insistance on pictures of dry pools puts an impossible barrier in the way of Cape certifiers. Guidance as to alternatives would be appreciated.

Michael Radlhammer
Box 668, Eastham, MA
02642
1-508-255-2692

694

ABRAHAM'S POND VERNAL POOL
HARWICH. MA.

April 7, 1992 Abraham's Pond is approximately 400' by 75', but at its broadest point it is 200' wide. It is never without water but in summer it becomes overgrown with plants and water is shallow and in isolated pockets.

Saw and photographed 2 wood frogs, but they did not appear together. Saw egg masses but did not have camera. Several days later, after heavy rains could not locate egg masses as water was deeper with debris cover.

Saw wood frog again on April 27 and 28.
Saw two frogs again each day on April 29 and 30. On 29 heard wood frog breeding chorus. All visits were late in afternoon. May 5 and 11 wood frogs again seen and were chorusing. Frogs seen from a distance each time and I did not have telephoto lens so distinct pictures not possible.

April 6, 1993. Found and photographed wood frog egg masses, one by itself, not attached; one by itself attached; three masses together, attached to bottom. Photographed them in situ, unattached one in pan and returned it to pond. Pond extremely high. Wood frog choruses from other parts of pond may indicate masses I could not reach.

April 8, 1993 Eggs still in place. Frogs were sounding breeding chorus.

- Photo 1. Three wood frog egg masses attached.
2. Same taken with telephoto.
3. Single mass on bottom. Had broken off weeds. Photographed in pan and returned where found.
4. Solitary egg mass attached to weeds.
5. Pond on April 7, 1992.
6. Pond on July 24, 1992.
7. Wood frog. Egg mass when seen was to left but is not present when photo was taken.
8. Old cranberry ditch feeding pond and connected with surrounding wetlands.

Records, photos by Michael Radihammer
Box 668 Eastham, Ma
02642
(508) 255-2692

EMPTY LAND

O = WOOD FROG EGGS
X = WOOD FROG CHORUS

-694



100
75
50

EMPTY LAND

SEVERAL HOMES
NOT PLACED EXACTLY

EMPTY LAND

OWNERS
UNKNOWN

NO LAND MARKS

EMPTY LAND

83°

310°
75'

CONCORD AVENUE

PARKING AREA

250
ABOUT 145'

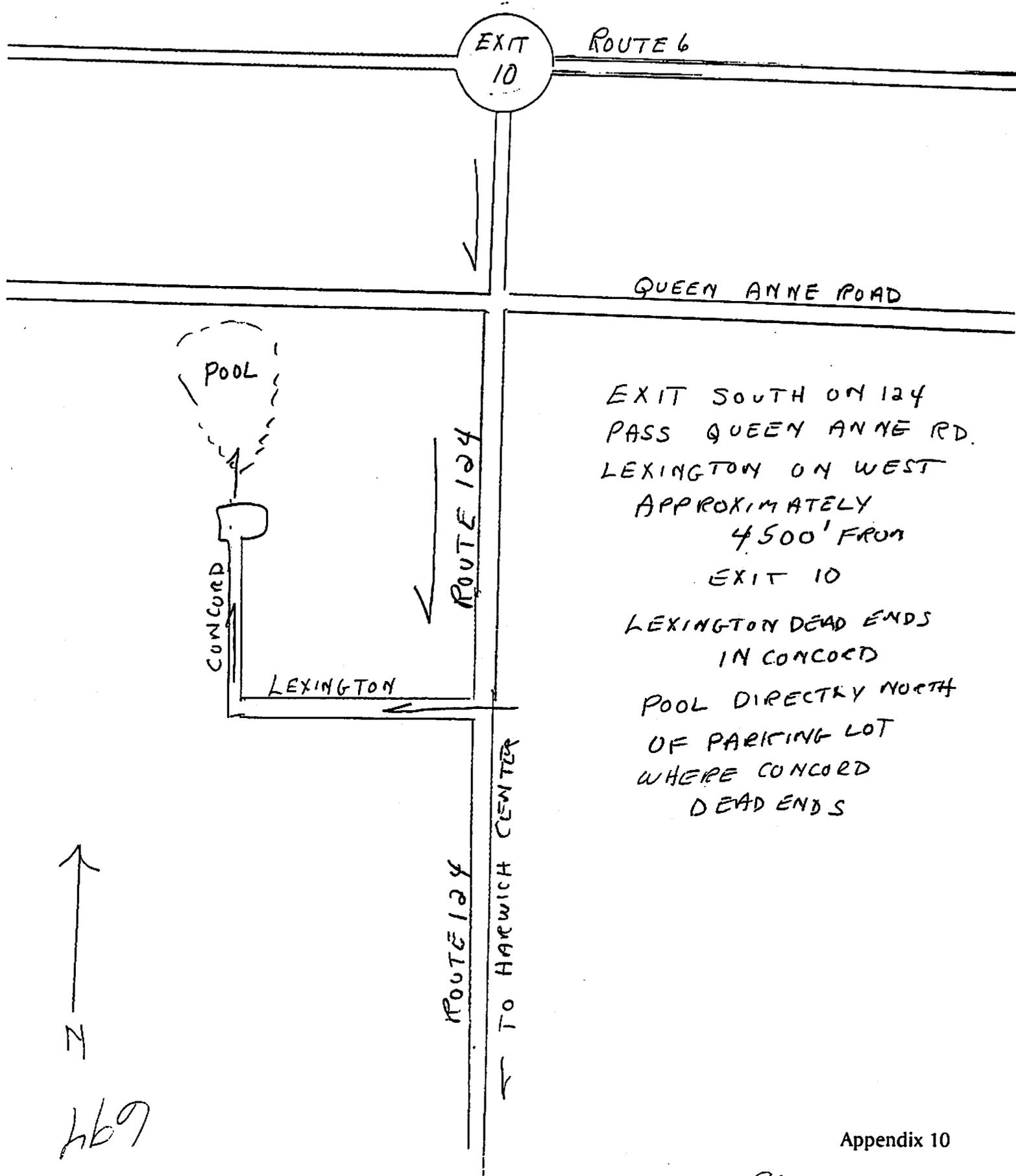
CONCORD AVENUE

SCALE
1" = 50'

NEW BEDFORD LIGHT & ELECTRIC COMPANY

Appendix 10

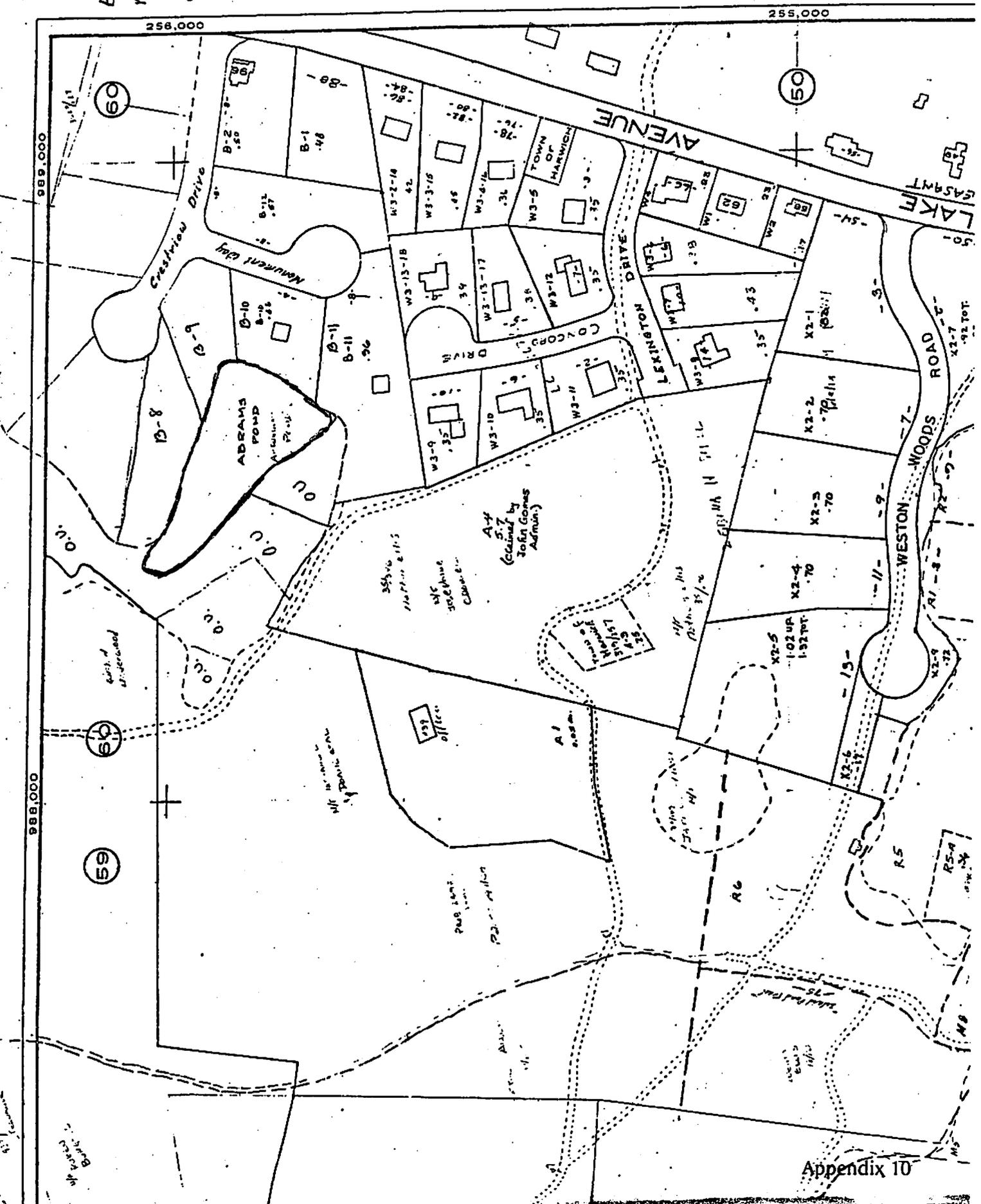
DIRECTIONS TO ABRAHAM'S VERNAL POOL
HARWICH MA



1122 2320000 1111 P 103 SHEET 1 1973 SCALE 1"=100'

- B-10 ROBERT TEMPLE 8 MONUMENT ROAD HAVENWICK, MA
- B-11 MONROE STEARN MONUMENT RD HAVENWICK, MA
- B-8 NANCY HEMBON 15 CRESTVIEW
- B-9 HENRY SAVERI AND 9 CRESTVIEW ALL HAVENWICK MA
- O.U. OWNERS UNKNOWN

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VERNAL POOL FIELD OBSERVATION FORM

IMPORTANT: This form must be signed on the back prior to submittal.

694

Observer's name: MICHAEL M. RADLHAMMER

Address: 35 OAK ROAD
BOX 668 EASTHAM, MA
02642

Telephone number: (508) 255-2692

Observation date(s): 4-7-1992 + 4-6-1993

Town/City containing vernal pool: HARWICH

- Qualifications of observer (check all that apply)
- Amateur naturalist
 - Yrs. of experience: 35
 - Attended MA Audubon Soc. vernal pool training session
 - Biology/science teacher
 - Environmental consultant
 - Conserv. Comm. member PAST CHAIRMAN
 - Bachelor's in Biology
 - Master's in Biology
 - Ph. D. in Biology
 - Other (specify below)
AUDUBON HERPATOLOGY PROJECT VOLUNTEER - APCC

Name and address of landowner (if indicated on assessor's map):

WEST + NORTH OF POND, OWNERS UNKNOWN EAST OF POND OWNERS LISTED ON ASSESSOR MAP INCLUDED

Directions to site (attach a sketch map if possible):

ON ROUTE 6 EAST TO 124. SOUTH ON 124 ABOUT 4500' TO LEXINGTON ON RIGHT TURN RIGHT INTO LEXINGTON, GO TO END, TURN RIGHT ON CONCORD. ENDS IN PARKING LOT. POND DIRECTLY NORTH

Which of the following are you submitting in addition to an assessor's map and a USGS 7-1/2' topographical map which shows the location of the vernal pool:

- Distance and direction to the pool from at least two permanent landmarks
- Aerial photograph
- Professional survey

Optional material being submitted:

- Sketch map or description of area in immediate vicinity of vernal pool

What evidence are you presenting for the existence of a confined basin depression:

- Photograph of pool of standing water
- Photograph of confined basin depression lacking standing water
- Statement of direct observation (sign appropriate statement below):

I hereby certify that on APRIL 7 1992 (enter date) I observed a pool of standing water without an above-ground outlet at the location of this proposed vernal pool. (signature) Michael Radhammer

I hereby certify that on _____ (enter date) I observed an area lacking standing water at the location of this proposed vernal pool that clearly contained a confined basin depression.
(signature) _____

Which of the following biological/physical criteria are you providing evidence for:

- Obligate vernal pool-breeding amphibians (see species list on back)
- Fairy shrimp (obligate species)
- Facultative vernal pool amphibians/turtles/invertebrates (see guidelines for complete list of acceptable species)
- Facultative vernal pool mollusks/plants + caddisfly cases (see guidelines for complete list of acceptable species)
- Weekly log book of vernal pool observations

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Which of the following types of evidence are you submitting to support your species identifications:

- Photograph(s) (Preferred method)
- Videotape recording
- Tape recording of frog breeding chorus
- Detailed description(s)
- Field notes, (limited to biologists competent in species identification)
- Herbarium specimen(s) (plants)
- Other (specify)

How did you confirm that the proposed vernal pool does not support adult fish populations (not required if evidence of obligate vernal pool species is presented):

- I observed that the pool area was dry on _____ (indicate date)
- I am submitting a photograph of the dry vernal pool site
- Other (specify):

Obligate vernal pool-breeding amphibian species observed:

- Wood Frog
- Spotted Salamander
- Jefferson Salamander
- Blue-spotted Salamander
- Silvery Salamander
- Tremblay's Salamander
- Marbled Salamander
- Unidentified mole salamander

Evidence of breeding (see code at right):

- _____ 5 _____
- _____
- _____
- _____
- _____
- _____
- _____

Breeding criteria:

1. Breeding chorus
2. Mated pairs
3. Courting adults
4. Spermatophores
5. Egg masses
6. Frog tadpoles
7. Salamander larvae
8. Transforming juveniles

If obligate vernal pool species were not observed, list the facultative species that you observed in the proposed vernal pool.

I hereby certify under pains and penalties of perjury that the information contained in this report is true and complete to the best of my knowledge.

Signature Michael M. Radhammer Date 5-14-93

Submit field forms and all supporting documentation to:

Vernal Pool Certification
 Natural Heritage and Endangered Species Program
 MA Division of Fisheries and Wildlife
 100 Cambridge Street
 Boston, MA 02202
 617-727-0194

Natural Heritage & Endangered Species Program

CVP ID: 694
MAP: 60 PAR: ?

VERNAL POOL CERTIFICATION FORM Certified Pool Number 694

Town/City: HARWICH

Date of Certification: 10-25-94

USGS topographic
map name: HARWICH

Date Documentation
Submitted: 7-5-94

Date Conservation Commission and DEP notified: 10-25-94

Directions to site: SOUTH ON RTE 124 4500' FROM RTE 6, TURN R ONTO LEXINGTON,
TO END, TURN R ONTO CONCORD. POND DIRECTLY N OF END, PARKING LOT.

Name of property owner(s) as indicated on assessor's map: NOT INDICATED

The following items are being attached to this form

- USGS topographic map showing location of the vernal pool
- Assessor's map (or other property map) showing location of the pool
- Compass bearings and distances to the pool from permanent landmarks
- Aerial photograph/80 or 100 scale topographic map showing location
of the pool
- Professional survey showing location of the pool
- Sketch map or description of the immediate vicinity of the pool

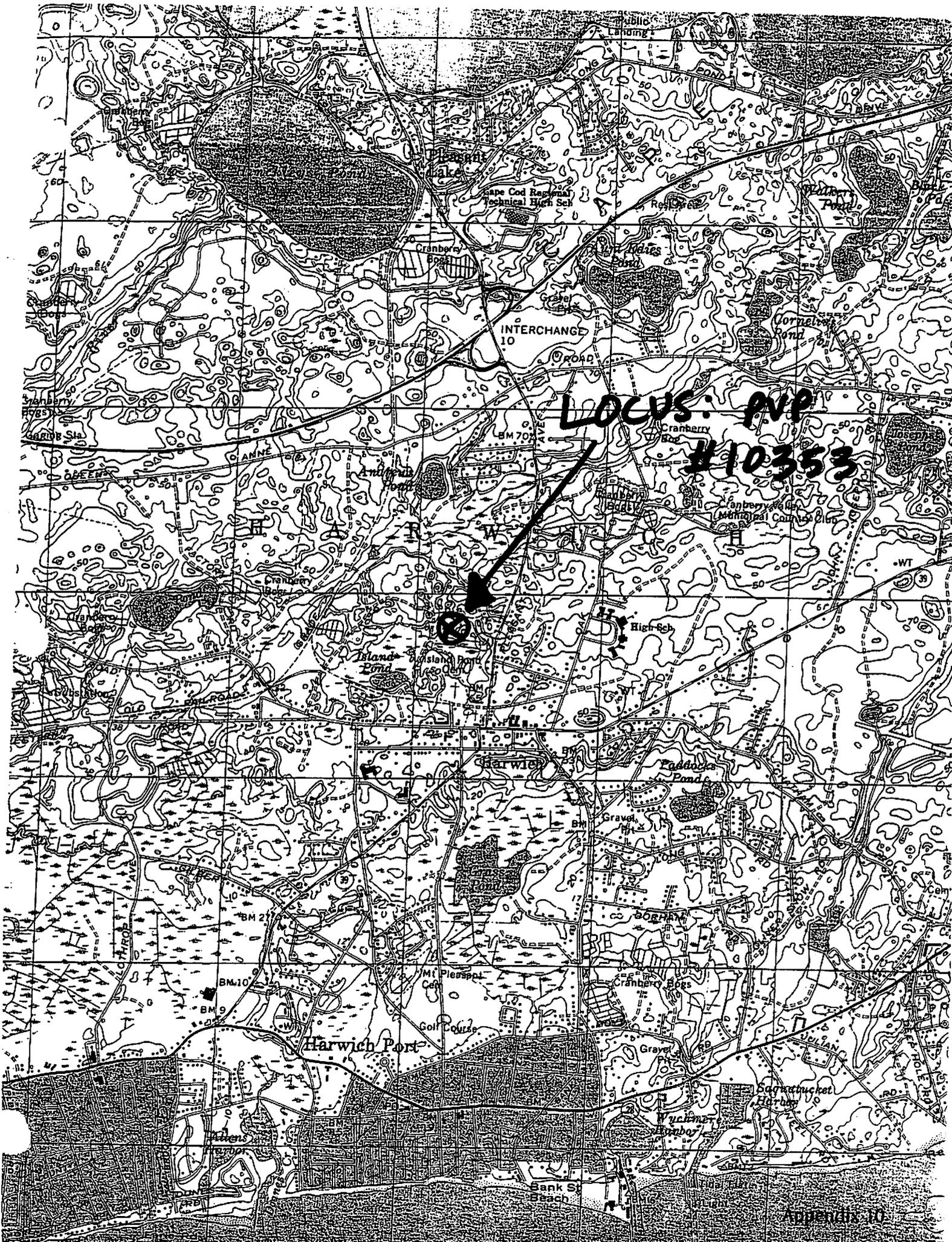
Documented Biological Indicators Accepted by NHESP

- Obligate amphibian species (mole salamanders/wood frogs)
- Obligate invertebrate species (fairy shrimp)
- Facultative amphibian/reptile species
- Facultative invertebrate species
- Other wildlife
- Wetland plants

The NHESP HAS NOT been notified of the presence of rare state-listed wildlife species in this vernal pool habitat.

Wetland Resource Area Information (to be determined by Conservation Commission)

- Land Subject to Flooding (100-year floodplain)
- Isolated Land Subject to Flooding
- Bordering Vegetated Wetland
- Land Under Water Body (permanent pond)
- Coastal Dune/Barrier Beach
- Town Wetland Bylaw
- No jurisdiction



LOCUS: PVP
#10353



Division of Fisheries & Wildlife

Wayne F. MacCallum, *Director*

NHESP VERNAL POOL CERTIFICATION FORM

Certified Vernal Pool: 4707

Town: HARWICH

Date Certified: 2008-07-21

Directions: 2007-04-26: PVP# 10353 - Take Hwy 6 to Rte 124 south, turn west onto Weston Woods Road. Pool is located off the end of a cul-de-sac, northwest of dirt road extending to the Cape Cod Lavender Farm.

Land Ownership Information (If supplied): Town of Harwich

732 Main Street, Harwich, MA 02645

Maps submitted with certification and attached to this form

- x USGS topographic map showing location of the vernal pool
- Assessor's map (or other property map) showing location of pool
- Compass bearings and distances to the pool from permanent landmarks
- x Aerial photograph/80 or 100 scale topographic map showing location of pool
- Professional survey showing location of pool
- Sketch map or description of the immediate vicinity of the pool

Documented biological indicators accepted by NHESP

- x Wood Frog (Obligate Amphibian)
- x Mole Salamander (Obligate Amphibian)
- Fairy Shrimp (Obligate Invertebrate)
- Facultative Amphibian
- Facultative Invertebrate
- Facultative Reptile

The NHESP HAS NOT been notified of the presence of rare state-listed wildlife species in this vernal pool habitat.

Vernal pools may be protected under the following regulations:

- Massachusetts Wetlands Protection Act Regulations (310 CMR 10.00)
- Massachusetts Surface Water Quality Standards Regulations (314 CMR 4.00)
- Title V (Subsurface Sewage Disposal) Regulations (30 CMR 15.00)
- Forest Cutting Practices Act Regulations (304 CMR 11.00)



Natural Heritage & Endangered Species Program

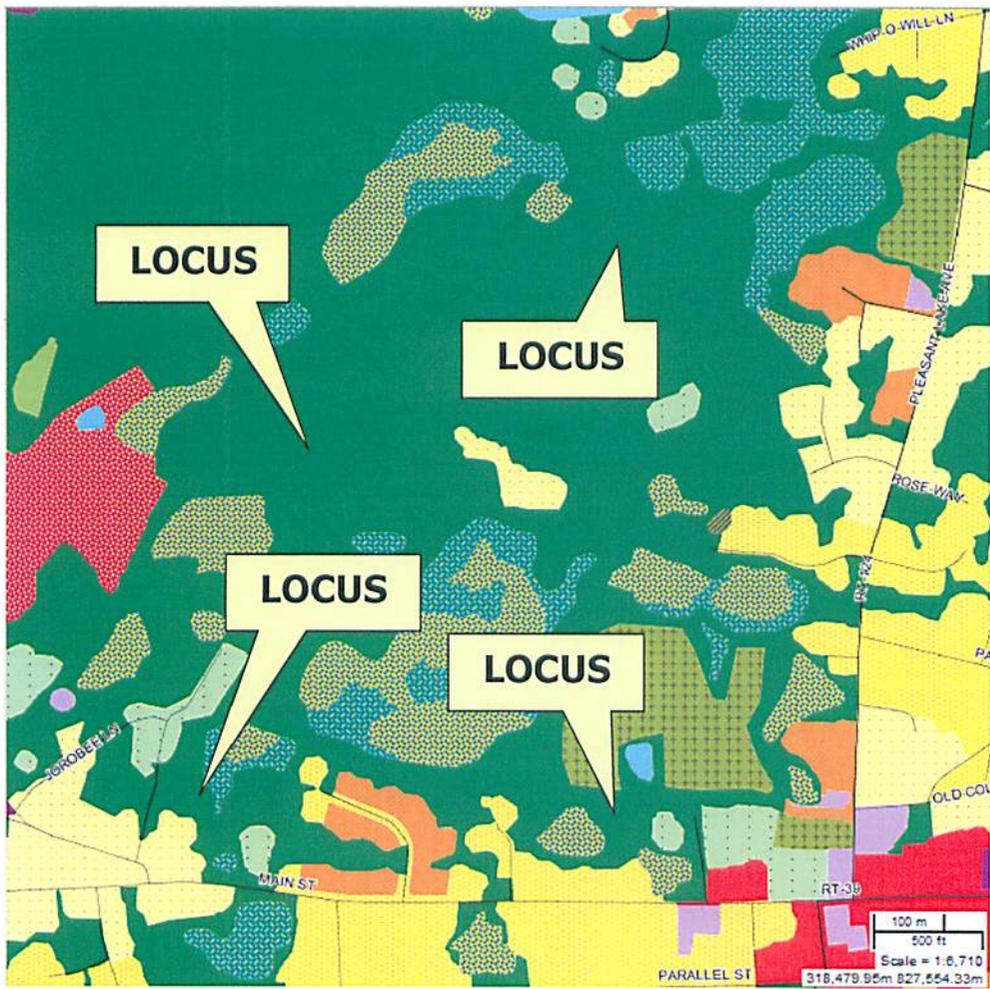
Route 135, Westborough, MA 01581 Tel: (508) 389-6360 Fax: (508) 389-7891

Help Save Endangered Wildlife!

Contribute to the Natural Heritage & Endangered Species Fund.

www.nhesp.org

Appendix 10



- FOREST
- BRUSHLAND/SUCCESSIONAL
- OPEN LAND
- WATER
- FORESTED WETLAND
- NON-FORESTED WETLAND
- SALT WATER WETLAND
- SALT WATER SANDY BEACH
- CRANBERRY BOG
- ORCHARD
- NURSERY
- CROP LAND
- PASTURE
- CEMETERY
- GOLF COURSE
- PARTICIPATION REC.
- SPECTATOR REC.
- WATER-BASED REC.
- MARINA
- MULTI FAMILY RES.
- HIGH DENSITY RES.
- MEDIUM DENSITY RES.
- LOW DENSITY RES.
- VERY LOW DENSITY RES.
- TRANSITIONAL
- URBAN PUBLIC/INSTITUTIONAL
- COMMERCIAL
- INDUSTRIAL
- TRANSPORTATION
- POWERLINE/UTILITY
- MINING
- WASTE DISPOSAL

Land Use Map
 Island Pond Conservation Area
 Harwich, Massachusetts



SPECIES INVENTORY LIST

Wildlife and Vegetation

BSC's list of wildlife and vegetative species observed at Island Pond is broken down by common and scientific name, and location (vegetation) starting with the Land Under Water and transitioning landward through the BVW and uplands. Note species with an asterisk are invasive species as identified in *A Guide to Invasive Plants in Massachusetts* prepared by the Massachusetts Division of Fisheries and Wildlife.

a. WILDLIFE OBSERVED AND THOSE THAT ARE FREQUENTLY FOUND WITHIN THE ISLAND POND HABITAT

Birds

Common Name	Scientific Name
Tree Swallow	<i>Tachycineta bicolor</i>
Yellow Rumped Warbler	<i>Dendroica discolor</i>
House Finch	<i>Carpodacus mexicanus</i>
Purple Finch	<i>Carpodacus purpureus</i>
House Sparrow	<i>Passer domesticus</i>
American Gold Finch	<i>Carduelis tristis</i>
Song Sparrow	<i>Melospiza melodia</i>
Carolina Wren	<i>Thryothorus ludovicianus</i>
Brown Headed Cow Bird	<i>Molothrus ater</i>
Northern Cardinal	<i>Cardinalis cardinalis</i>
Northern Mockingbird	<i>Mimus polyglottos</i>
Grey Catbird	<i>Dumetella carolinensis</i>
Black Capped Chickadee	<i>Poecile atricapilla</i>
American Robin	<i>Turdus migratorius</i>
American Crow	<i>Corvus brachyrhynchos</i>
Blue Jay	<i>Cyanocitta cristata</i>
Eastern Starling	<i>Sturnus vulgaris</i>
Red Winged Blackbird	<i>Agelaius phoeniceus</i>
Common Grackle	<i>Quiscalus guiscula</i>
Mourning Dove	<i>Zenaida macroura</i>
Belted Kingfisher	<i>Ceryle alcyon</i>
Marsh Wren	<i>Cistothorus palustris</i>
Red Tail Hawk	<i>Buteo jamaicensis</i>
Northern Harrier	<i>Circus cyaneus</i> (Flight)
Sharp-shinned Hawk	<i>Accipiter striatus</i>
Killdeer	<i>Charadrius vociferus</i>
Herring Gull	<i>Larus argentatus</i>
Osprey	<i>Pandion haliaetus</i>
Laughing Gull	<i>Larus atricilla</i>
Ring Billed Gull	<i>Larus delawaensis</i>
Canada Goose	<i>Branta canadensis</i>
Mallard Duck	<i>Anas platyrhynchos</i>

Bufflehead	<i>Bucephala albeola</i>
Great Horned Owl	<i>Bubo virginianus</i>
Great Blue Heron	<i>Ardea herodias</i>
Wild Turkey	<i>Nycticorax nycticorax</i>
Ruffed Grouse	<i>Bonasa umbellus</i>
Woodcock	<i>Scolopax minor</i>
Cooper's Hawk	<i>Accipiter cooperii</i>
White Throated Sparrow	<i>Zonotrichia albicollis</i>
Northern Oriole	<i>Icterus galbula</i>
Brown Thrasher	<i>Toxostoma rufum</i>
Green Heron	<i>Butorides virescens</i>
Yellow Bellied Sapsucker	<i>Sphyrapicus varius</i>
Ruby Throated Hummingbird	<i>Archilochus colubris</i>
White Breasted Nuthatch	<i>Sitta carolinensis</i>
Eastern Bluebird	<i>Sialia sialis</i>
Horned Grebe	<i>Podiceps nigriollis</i>
Broad-winged Hawk	<i>Buteo platypterus</i>
Red Breasted Merganser	<i>Mergus serrator</i>
Green Winged Teal	<i>Anas crecca</i>
Mute Swan	<i>Cygnus olor</i>
Black Crowned Night Heron	<i>Nycticorax nycticorax</i>
Double Crested Cormorant	<i>Phalacrocorax auritus</i>
Hairy Woodpecker	<i>Picoides villosus</i>
Downy Woodpecker	<i>Picoides pubescens</i>
Red Bellied Woodpecker	<i>Melanerpes carolinus</i>
Eastern Kingbird	<i>Tyrannus tyrannus</i>
Bank Swallow	<i>Riparia riparia</i>
Red Throated Loon	<i>Gavia stellata</i>
Northern Flicker	<i>Colaptes auratus</i>
Greater Yellowlegs	<i>Trin melanoleuca</i>
Greater Black Backed Gull	<i>Larus marinus</i>
Least Tern	<i>Sterna antillarum</i>
Common Tern	<i>Sterna hirundo</i>
Yellow Billed Cuckoo	<i>Coccyzus americanus</i>
Tufted Titmouse	<i>Parus bicolor</i>
Rufous-sided Towhee	<i>Pipilo erythrophthalmus</i>
Chestnut Sided Warbler	<i>Setophaga pensylvanica</i>

Mammals

Common Name	Scientific Name
Red Fox	<i>Vulpes vulpes</i> * active den, Island Pond
Coyote	<i>Canis latrans</i>
White Tailed Deer	<i>Odocoileus virginianus</i>
Raccoon	<i>Procyon lotor</i>
White Footed Mouse	<i>Peromyscus leucopus</i>
Meadow Vole	<i>Microtus pennsylvanicus</i>

Striped Skunk	<i>Mephitis mephitis</i>
Virginia Opossum	<i>Didelphis virginiana</i>
Eastern Cottontail Rabbit	<i>Sylvilagus floridanus</i>
Muskrat	<i>Ondatra zibethicus</i>
Woodchuck	<i>Marmota monax</i>
Eastern Chipmunk	<i>Tamias striatus</i>

b. VEGETATION - Wetlands

Land Under Water

Herbaceous

Common Name	Scientific Name
Common Reed	<i>Phragmites australis*</i>
Common Cattail	<i>Typha latifolia</i>
Eastern Bur-reed	<i>Sparganium americanum</i>
Arrowhead	<i>Sagittaria latifolia</i>
Soft Rush	<i>Juncus effusus</i>
Bulrush	<i>Scirpus atrovirens</i>
Swamp Loosestrife	<i>Decodon verticillatus</i>
Pickernelweed	<i>Pontederia cordata</i>
Yellow Waterlily	<i>Nuphar luteum</i>

Bordering Vegetated Wetlands

Trees

Common Name	Scientific Name
Red Maple	<i>Acer rubrum</i>
Atlantic White Cedar	<i>Chamaecyparis thyoides</i>
Tupelo	<i>Nyssa sylvatica</i>
Grey Birch	<i>Betula populifolia</i>
Green Ash	<i>Fraxinus pennsylvanica</i>
American Elm	<i>Ulmus americana</i>

Shrubs

Common Name	Scientific Name
Buttonbush	<i>Decodon verticillatus</i>
Virginia Rose	<i>Rosa virginiana</i>
Rugosa Rose	<i>Rosa rugosa</i>
Morrows Honeysuckle	<i>Lonicera morrwii*</i>
Northern Arrowwood	<i>Viburnum recognitum</i>
Smooth Sumac	<i>Rhus glabra</i>
Highbush Blueberry	<i>Vaccinium corymbosum</i>
American Cranberry	<i>Viburnum opulus</i>
Inkberry	<i>Ilex glabra</i>
Black Alder	<i>Alnus glutinosa</i>

Witch Hazel	<i>Hamamelis virginiana</i>
Steeplebush	<i>Spiraea tomentosa</i>
Common Reed	<i>Phragmites communis*</i>
Summer Sweet	<i>Clethra alnifolia</i>
Swamp Azalea	<i>Rhododendron viscosum</i>
Spicebush	<i>Lindera biezoin</i>
Sweetgale	<i>Myrica gale</i>
Sheep Laurel	<i>Kalmia angustifolia</i>
Swamp Leucothoe	<i>Eubotrys racemosa</i>
Elderberry	<i>Sambucus canadensis</i>
Speckled Alder	<i>Alnus incana</i>
Smooth Alder	<i>Alnus serrulata</i>

Herbaceous

Common Name	Scientific Name
Greene's Rush	<i>Juncus greenei</i>
Sedge spp.	<i>Carex spp.</i>
Cinnamon Fern	<i>Osmunda cinnomomea</i>
Royal Fern	<i>Osmunda regalis</i>
Sphagnum Moss	<i>Sphagnum spp.</i>
Hydrophilic Grasses (Wetland)	<i>Gramincae spp.</i>
Sensitive Fern	<i>Onclea sensibilis</i>
Tussock Sedge	<i>Carex stricta</i>
Jewelweed	<i>Impatiens capensis</i>
Skunk Cabbage	<i>Symplocarpus foetidus</i>
Greenbrier	<i>Smilax rotundifolia</i>
Poison Ivy	<i>Toxicodendron radicans</i>
American Cranberry	<i>Viburnum opulus</i>
Spiked Loosestrife	<i>Lythrum salicaria</i>
Bonsett	
Woolgrass	<i>Scirpus cyperinus</i>
Blue Vervain	<i>Verbena hastata</i>
Joe-Pye Weed	<i>Eupatorium purpureum</i>
Cardinal Flower	<i>Lobelia cardinalis</i>
American Cranberry Vine	<i>Vaccinium macrocarpon</i>

Uplands

Trees

Pitch Pine	<i>Pinus rigida</i>
White Pine	<i>Pinus strobus</i>
Black Oak	<i>Quercus velutina</i>
White Oak	<i>Quercus alba</i>
Black Locust	<i>Robinia pseudoacacia*</i>
Apple species	<i>Malus spp.</i>
Choke Cherry	<i>Prunus virginiana</i>

Black Cherry	<i>Prunus serotina</i>
American Holly	<i>Ilex opaca</i>
Black Gum (Tupelo)	<i>Nyssa sylvantica</i>
Red Cedar	<i>Juniperus virginiana</i>
Eastern Hemlock	<i>Tsuga canadensis</i>
American Beech	<i>Fagus grandifolia</i>
American Elm	<i>Ulmus americana</i>
Norway Maple	<i>Acer platanoides*</i>
Sycamore Maple	<i>Acer pseudoplatanus*</i>
Pignut Hickory	<i>Carya glabra</i>
Green Ash	<i>Fraxinus pennsylvanica</i>
Bigtooth Aspen	<i>Populus grandidentata</i>
Norway Spruce	<i>Picea abies</i>
American Hornbeam	<i>Carpinus caroliniana</i>
Scarlet Oak	<i>Quercus coccinea</i>

Shrub

Bebb Willow	<i>Salix bebbiana*</i>
Scrub Oak	<i>Quercus ilicifolia</i>
Winged Euonymus	<i>Euronymus alatus*</i>
Black Huckleberry	<i>Gaylussacia baccata</i>
Common Buckthorn	<i>Rhamnus cathartica</i>
Dangleberry	<i>Caylussacia fondusa</i>
Lowbush Blueberry	<i>Vaccinium angustifolium</i>

Herbaceous

Common Dandelion	<i>Taraxacum officinale</i>
Path Rush	<i>Juncus tenuis</i>
English Plantain	<i>Plantago lanceolata</i>
Chicory (Blue Sailor)	<i>Cichorium intybus</i>
White Aster	<i>Aster spp.</i>
Cypress Spurge	<i>Euphorbia cyparissias*</i>
Common Tansey	<i>Tanacetum vulgare</i>
Common Mullien	<i>Verbascum thapsus*</i>
Yarrow	<i>Achillea millefolium</i>
Hair Cap Moss	<i>Ploytrichum commune</i>
Old Man's Beard	<i>Usnea spp.</i>
Old-Field Toad Flax	<i>Linaria canadensis</i>
Sheep Fescue	<i>Festuca oyina*</i>
Little Bluestem	<i>Schizachyrium scoparium</i>
Prairie Switchgrass	<i>Panicum virgatum</i>
Panic Grass	<i>Dichanthelium acuminatum</i>
Common Evening Primrose	<i>Oenothera biennis</i>
Slender-Leaved Goldenrod	<i>Solidago tenuifolia</i>
Common Milkweed	<i>Asclepias syriaca</i>

Russian Olive	<i>Elaeagnus angustifolia*</i>
Multiflora rose	<i>Rosa multiflora*</i>
Common St. John's Wort	<i>Hypericum perforatum</i>
Queen Anne's Lace	<i>Daucus carota</i>
Pearly Everlasting	<i>Anaphalis margaritacea</i>
Canada Thistle	<i>Cirsium arvense</i>
Wavy-Leaved Dock	<i>Rumex crispus</i>
White Clover	<i>Trifolium repens</i>
Red Clover	<i>Trifolium pretense</i>
Hydrophobic Grasses (Upland)	<i>Gramincae spp.</i>
Hayscent Fern	<i>Dennstaedtia punctilobula</i>
Haircap Moss	<i>Polytrichum commune</i>
British Solider Moss	<i>Cladonia cristatella</i>
Canada Mayflower	<i>Maianthemum spp.</i>
Cypress Spurge	<i>Euphorbia cyparissias</i>
Lady Slippers	<i>Cypripedium spp.</i>
Sriped Wintergreen	<i>Chimaphila maculata</i>
Trailing Arbutus	<i>Epigaea repens</i>
Checkerberry	<i>Gaultheria procumbens</i>

Vine

Oriental Bittersweet	<i>Celastris orbicultatus*</i>
Poison Ivy	<i>Toxicodendron radicans</i>
Virginia Creeper	<i>Parthenocissus quinquefolia</i>



Broadview photo of vernal pool. 250'x75'x2.5' in size, dry in Fall 2012



Small 80'x40'x1.5' deep Isolated Land Subject to Flooding. Bike path, Route 124 and Main St., Harwich, below cemetery containing both Wood Frog and salamander egg masses



Vernal Pool at the bike path and old cemetery west of Route 124 which marks the eastern extent of the Island Pond ecosystem



Beautiful vernal pool containing egg masses of Mole Salamanders and Wood Frogs (*Rana sylvatica*)



Additional fill pushed into the Island Pond Bordering Vegetated Wetlands behind the cemetery



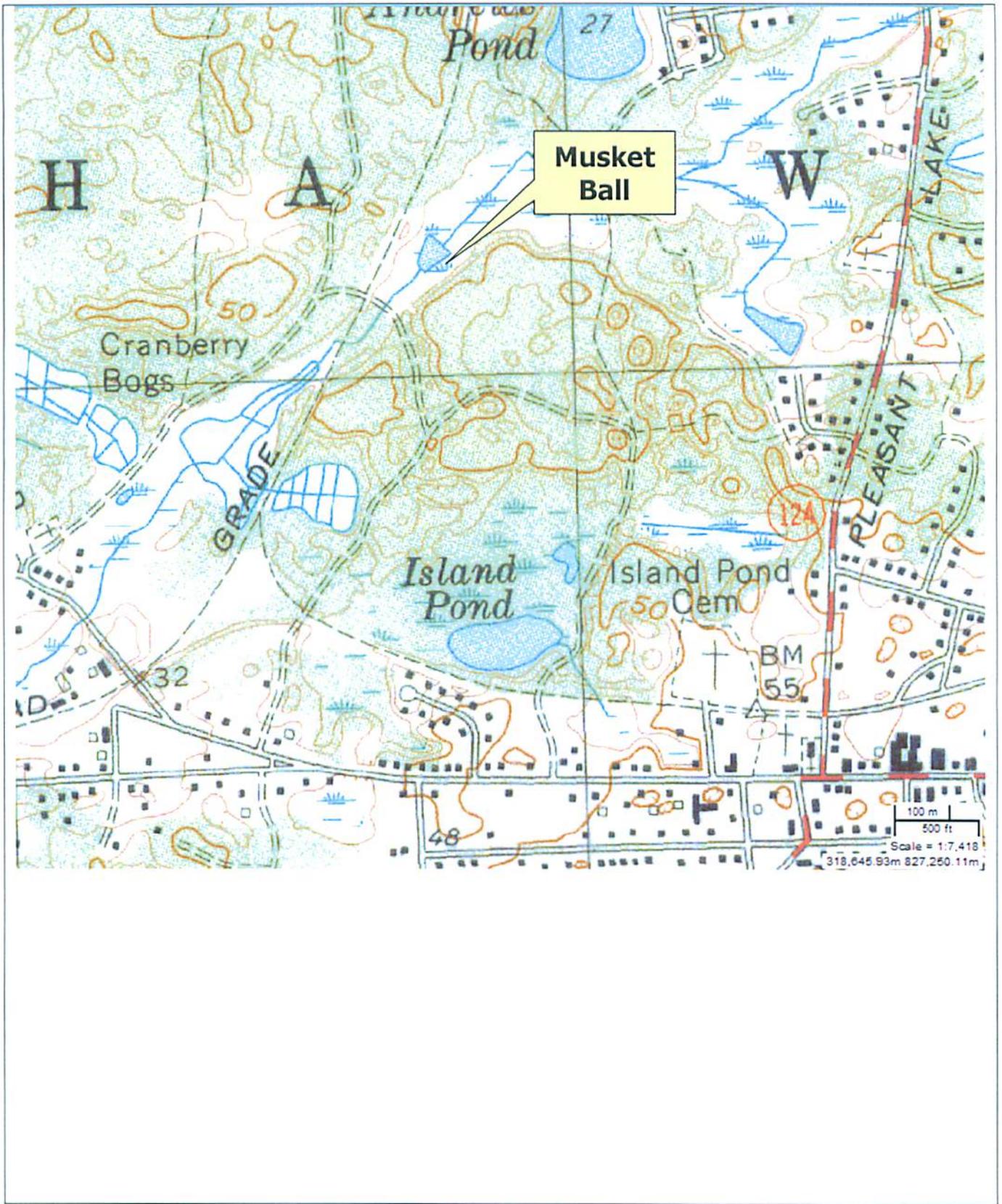
Impact of ORV's north of the bike path on town land



Clogged culvert flowing southwest into Island Pond



Pine Borers along heavily used trail in Pitch Pine caused by heavy trail usage. Once infected, the pines die within one growing season. Solution would be to wood chip the trails to control erosion impacts.



Historic Artifacts Map
 Island Pond Conservation Area
 Harwich, Massachusetts





June 28, 2012

Amy Usowski
Conservation Agent
Town of Harwich
732 Main Street.
Harwich, MA 02645

The Commonwealth of Massachusetts

William Francis Galvin, Secretary of the Commonwealth
Massachusetts Historical Commission

RE: Bell's Neck and Island Pond Conservation Areas, Harwich. MHC #RC.52398 & RC.52399.

Dear Ms. Usowski:

Staff of the Massachusetts Historical Commission (MHC) have reviewed photographs of objects collected from the conservation lands referenced above. A note on one page of the photographs says that some of the items were found in 1952.

Some of the objects appear to be naturally formed, and not artifacts; some items may be artifacts. MHC's staff archaeologist Leonard W. Loparto would like to schedule an appointment to view these objects. The MHC will add information to the MHC's archaeological inventory about these discoveries.

Maintaining the conservation areas as open space and for passive recreation assists to protect and preserve important archaeological sites. To assist to maintain the integrity of archaeological sites on town properties, the MHC recommends that the Town of Harwich considering adding to the town's rules for visitors to the town's public land: "No artifact collecting or metal detecting is permitted (M.G.L. c. 9, s. 27C)."

Any artifact collecting or archaeological excavation on public land requires a field investigation permit (950 CMR 70) from the State Archaeologist, to ensure that the activities meet professional standards for qualifications, performance, and reporting.

Please let me know if you have any questions or need more information at this time.

Sincerely,

A handwritten signature in black ink, appearing to read "Edward L. Bell".

Edward L. Bell
Senior Archaeologist
Massachusetts Historical Commission

xc:

Nathan Cristofori, BSC Group, Inc.
Leonard W. Loparto, MHC

Title Information "Island Pond"

Parcel 49-A2-3-0-E Deed Book, 12507, Page 147 Plan Book 438, Page 21
Quitclaim deed to the Town of Harwich under the control and jurisdiction of the conservation
commission for preservation, open space, conservation, and passive recreation purposes.
Transferred from G. Rockwood Clark, Trustee of Island Pond Trust Dated 8/30/1999

Parcel 49-A2-3-0-E Deed Book, 4688, Page 4
Quitclaim deed to G. Rockwood Clark, Trustee of Island Pond Trust
Transferred from G. Rockwood & Cynthia K. Clark Dated 8/26/1985

Parcel 49-A2-4-0-E Deed Book, 12507, Page 147 Plan Book 438, Page 21
Quitclaim deed to the Town of Harwich under the control and jurisdiction of the conservation
commission for preservation, open space, conservation, and passive recreation purposes.
Transferred from G. Rockwood Clark, Trustee of Island Pond Trust Dated 8/30/1999

Parcel 49-A2-4-0-E Deed Book, 4688, Page 4
Quitclaim deed to G. Rockwood Clark, Trustee of Island Pond Trust
Transferred from G. Rockwood & Cynthia K. Clark Dated 8/26/1985

Parcel 59-C1-0-E Deed Book, 12507, Page 147 Plan Book 438, Page 21
Quitclaim deed to the Town of Harwich under the control and jurisdiction of the conservation
commission for preservation, open space, conservation, and passive recreation purposes.
Transferred from G. Rockwood Clark, Trustee of Island Pond Trust Dated 8/30/1999

Parcel 59-C1-0-E Deed Book, 4875, Page 99
Quitclaim deed to G. Rockwood Clark
Transferred by Agnes E. Doane Dated 12/19/1985

Parcel 59-F1-0-E Deed Book, 20303, Page 1 Multiple Plans
Fiduciary deed to the Town of Harwich under the control and jurisdiction of the conservation
commission for preservation, open space, conservation, and passive recreation purposes.
Transferred from Glenn Rose, executor of the Estate of Louis Fernandes Dated 9/27/2005

Parcel 59-F1-0-E Deed Book, 938, Page 598
Quitclaim deed to Louis & Laura Fernandes
Transferred from John & Anna Wesala Dated 3/22/1956

Parcel 59-F2-0-E Deed Book, 20303, Page 1 Multiple Plans
Fiduciary deed to the Town of Harwich to be held under the control and jurisdiction of the
conservation commission for preservation, open space, conservation, and passive recreation
purposes.
Transferred from Glenn Rose, executor of the Estate of Louis Fernandes Dated 9/27/2005

Parcel 59-F2-0-E Deed Book, 5420, Page 60
Quitclaim deed to Laura F. (Rose) Fernandes
Transferred from Raymond & John Rose Dated 11/18/1986

Parcel 40-V2-0-E	Deed Book, 2049, Page 205	Plan Book 284, Page 29
Town meeting taking by Eminent Domain for conservation purposes		
Taking from Agnes F. & Theresa F. McDermott		Dated 5/17/1974
Parcel 40-V1-0-E	Deed Book, 2049, Page 205	Plan Book 284, Page 29
Town meeting taking by Eminent Domain for conservation purposes		
Taking from Agnes F. & Theresa F. McDermott		Dated 5/17/1974
Parcel 49-P2-0-E	Deed Book, 13005, Page 94	Plan Book 556, Page 15
Quitclaim deed to the Town of Harwich under the control and jurisdiction of the conservation commission.		
Transferred from G. Rockwood Clark		Dated 5/12/2000
Parcel 49-P2-0-E	Deed Book, 4751, Page 318	
Quitclaim deed to G. Rockwood Clark		
Transferred from David E., Dwight W., & Richard C., Sleeper, Mabel Morse Sleeper, and Elizabeth S. Davis		Dated 10/7/1985
	Deed Book, 13073, Page 285	Multiple Plans
Conservation restrictions granted by Town of Harwich MA to Harwich Conservation Trust		Dated 6/8/2000
	Deed Book, 22537, Page 100	Multiple Plans
Conservation restrictions granted by Town of Harwich MA to Harwich Conservation trust		Dated 12/15/2005
Parcel 49-A2-2-0-E	Deed Book, 24543, Page 253	Multiple Plans
Conservation restrictions granted by Town of Harwich MA to Harwich Conservation trust		Dated 5/6/2010

This research is based on information on file at the Harwich Assessors Department, and is not intended to be considered a full title search of the individual parcels.

Sincerely Yours,
BSC Group, Inc.

Matthew Creighton, WPIT
Project Manager
Environmental Scientist

HET CR ON 1ST
TOWN-OWNED "ISLAND POND"
PURCHASE
APPROX. 34 ACRES

BK13073 PG285 3732
06-15-2000 12:02:44

CONSERVATION RESTRICTION
TO
THE HARWICH CONSERVATION TRUST

HCT# 22

I GRANTOR CLAUSE

The Town of Harwich, a municipal corporation, with an address of 732 Main Street, Harwich, MA 02645, acting by and through its Conservation Commission (hereinafter "Grantor") acting pursuant to the provisions of M.G.L. c.184, §§31-33 in consideration of One (\$1.00) Dollar, grants to Marilyn Barry, Mary Jane Curran, Deborah London, William Baldwin, Edward Rubel, D. Isabel Smith, Stephanie Foster, Beverly Thacher, Lee Baldwin, Hugh Millar, Robert F. Smith and Colin Leonard, as Trustees of the Harwich Conservation Trust, under a Declaration of Trust dated September 24, 1988 and recorded with the Barnstable County Registry of Deeds in Book 6456 Page 222 with an address of P.O. Box 205, Harwich Port, MA 02646, its successors and assigns (hereinafter "Grantee"), in perpetuity and exclusively for conservation purposes, the following described Conservation Restriction on land located in the Town of Harwich, County of Barnstable, Commonwealth of Massachusetts, consisting of approximately 36.52 acres, and being more particularly described in Exhibit A attached hereto (hereinafter "Premises").

II PURPOSES

The Premises, comprised of approximately 36.52 acres of vacant land, contain unique and outstanding qualities the protection of which in their predominately natural and open condition will be of benefit to the public. The Premises consist of a large tract of undeveloped land and possess significant historic, open, natural, and scenic values of great importance to the Grantor and the inhabitants of the Town of Harwich and the Commonwealth of Massachusetts. The preservation of the Premises will protect sensitive land and keep it undeveloped.

The purpose of this Conservation Restriction is to assure that, while permitting the recreation, horticulture, and other uses described in Section III herein, the Premises will be retained in perpetuity predominantly in its natural, scenic, and open condition and to prevent any use of the Premises that will significantly impair or interfere with the conservation values thereof. Preservation of the Premises, will protect the areas scenic and open space value and enhance the passive recreation, human enjoyment, and ecological value of this conservation open space.

The Town of Harwich at a duly called Annual Town Meeting held on May 3, 1999, while acting on Article 57 of the Warrant, and at a duly called Special Town Meeting held on January 11, 2000, while acting under Article 10 of the Warrant, voted to authorize the Board of Selectmen to acquire the Premises for preservation, open space, conservation and passive recreation purposes, and to borrow funds for the purchase of the Premises pursuant to Chapter 293 of the Acts of 1998, The Cape Cod Land Bank Open Space Acquisition Program and to grant a Conservation Restriction on the Premises to the Harwich Conservation Trust. Attested copies of Article 57 and Article 10 are attached hereto. The Grantee donated \$95,000.00 towards the purchase of the Premises and pursuant

Appendix 17
HCT 22

TOWN-OWNED "ISLAND FORD"
PURCHASE
12/10/99

to the Vote under Article 57 of the 1999 Annual Town Meeting and the Vote under Article 10 of the 2000 Special Town Meeting, the Grantor is hereby granting a License on the premises to the Grantee. The Grantee is a publicly supported, tax-exempt non-profit organization whose primary purpose is to preserve and conserve natural areas for aesthetic, scientific and educational purposes.

III. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO; PERMITTED USES

A. Prohibited Acts and Uses. Except as to the exceptions and permitted uses set forth in Paragraphs B and C below, and the public access rights set forth in Section IV below, the following acts and uses are prohibited on the Premises:

1. Constructing or placing of any building, tennis court, landing strip, mobile home, swimming pool, billboard or other advertising display, antenna (including so-called satellite receiving dishes) tower, or any other temporary or permanent structure or facility on, above, or under the Premises, except as permitted under this document;
2. Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit;
3. Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, brush, leaves, grass or tree cuttings or junk;
4. Cutting, removing or otherwise destroying trees, grasses, or other vegetation;
5. The subdivision of the Premises;
6. Activities detrimental to drainage, flood control, water conservation, erosion control or soil conservation;
7. The use of motorized vehicles, including trucks, trail bikes and snowmobiles, except if used by the Grantor or its employees and agents for purposes of upkeep and maintenance of the Premises; and except as required by the police, fire fighters or other governmental agents in carrying out their lawful duties; and except for motorized wheelchairs; and except as otherwise permitted under Paragraph B below.

B. Exceptions to Otherwise Prohibited Acts and Uses. Notwithstanding any provisions herein to the contrary, the following acts and uses are permitted by the Grantor, its successors and assigns:

1. Erection and maintenance of signs by the Grantor;
2. Construction of building(s), structure(s), or improvements incident to the use of the premises for conservation and passive outdoor recreation purposes, including but not limited to restroom facilities, information center, benches, parking areas, trails, bridges, and water

and utility lines thereto, providing they are underground.

3. Construction of a paved or hardened parking area (s) for use by the public;
4. Cutting and planting of trees, shrubs, and other vegetation for fire protection, tick and disease controls, timber stand management, walking trails, bike trails, scenic vistas and roads, and for all other acts and uses allowed under this Paragraph B, or otherwise to preserve and maintain the premises;
5. Placing of fences that do not interfere with the conservation and passive outdoor recreation purposes of this restriction;
6. Digging or drilling of water wells for municipal purposes, provided no water tanks shall be placed or constructed on the Premises;
7. Passive outdoor recreational activities such as, but not limited to, fishing, hiking, horseback riding, walking, wildlife observation, birding, jogging, picnicking, bicycling, and any other passive outdoor recreational activity provided such activities do not require any further clearing of the Premises, except as permitted under the above paragraphs 1, 2, 3, 4, 5 and 6 of this section.
8. The right by the Grantor, including the right to permit others, to traverse the cart paths, vehicle tracks and roads currently located on the Premises with automobiles, four wheeled vehicles, and small trucks and over any roads that may be constructed by the Grantor for access to parking, picnic or other similar areas or activities on the Premises.

The Grantor and Grantee acknowledge that there are cart paths, vehicle tracks and roads located on the Premises as more particularly shown on the Harwich Assessors maps and on the plans referenced in the Exhibit A description and as shown on the sketch plan of the area prepared by The Compact of Cape Cod Conservation Trusts, Inc. entitled "Harwich Conservation Trust Island Pond Challenge." These roads include but are not limited to Island Pond Trail, a/k/a Andrew's Road and the traveled way running along the southerly boundary of Lots 3 and 4 shown on Plan Book 547 Page 100. The Premises and the Conservation Restriction are subject to the rights of all those entitled to use such cart paths, vehicle tracks and roads.

C. Permitted Acts and Uses. All acts and uses not prohibited by Paragraphs A and B are permissible.

IV. PUBLIC ACCESS.

The Grantor hereby reserves the right to grant to the public generally the right to enter upon the Premises, and does hereby grant said rights of public access to the general public as follows:

The right to enter upon the Premises for passive recreational purposes such as walking, bicycling, jogging, fishing, birding, horseback riding, hiking, picnicking, wildlife observation, and other similar activities by the general public as permitted by law and regulation. The terms and conditions of public access shall be determined by the Harwich Conservation Commission and shall be subject to the rules and regulations of the Conservation Commission and visitors may be ejected at any time by the Grantor for unseemly or loud activities, or failure to abide by the rules and regulations of the Conservation Commission.

As a member of the general public the Grantee shall also enjoy the right of public access to the Premises. Further, the Grantee and its representatives shall also have the right to enter the Premises at reasonable times and in a reasonable manner for the purpose of inspecting the same to determine compliance herewith.

V. LEGAL RIGHTS AND 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 its condition prior to the time of the injury complained of (it being agreed that the Grantee 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 Grantee; provided, however, that prior to instituting litigation to enforce any violations of this Conservation Restriction, the Grantee shall first notify the Grantor and request the Grantor to remedy the violation; if the violation is not remedied within sixty days, then the parties shall make a good faith effort to mediate the dispute before litigation is commenced.

B. **Grantee Disclaimer of Liability.** By its acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises, and it is expressly understood that Grantee assumes no burden of enforcement or other affirmative action with respect to the Premises for itself or its successors and permitted assigns.

C. **Severability Clause.** If any provision of this Conservation Restriction shall to any extent be held invalid, the remainder shall not be affected.

D. **Non-Waiver.** Any election by the Grantee as to the manner and timing of its rights to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

E. **Acts Beyond Grantor's Control.** Nothing contained in this Conservation Restriction shall be construed to entitle Grantee to bring any action against 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.

VI. PROCEEDS FROM EXTINGUISHMENT.

The Grantor and Grantee agree that the grant of this Conservation Restriction gives rise to a property right immediately vested in the Grantee, with a fair market value that is at least equal to the percentage \$95,000.00 bears to the value of the unrestricted Premises at the time of this grant. Such proportionate value of the Grantee's property right shall remain constant.

If any occurrence ever gives rise to an extinguishment or other release of the Conservation Restriction under applicable law, then the Grantee, on a subsequent sale, exchange or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds equal to such proportionate value, subject, however, to any applicable law which expressly provides for a different disposition of proceeds. If the conservation interests protected hereby are unaffected by the taking, the only interest taken by public authority is the Grantor's interest, and recovered proceeds are awarded on the basis of the value of the Conservation Area as restricted by the Conservation Restriction, then the proceeds from such taking shall be payable in their entirety to Grantor.

Whenever all or any part of the Conservation Area or any interest therein is taken by a public authority under power of eminent domain, or if all or any part of this Conservation Restriction is extinguished by act of public authority, then the Grantor and Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. The Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes of this grant and specifically shall make good faith efforts to purchase land located in the Town of Harwich for similar conservation and passive recreational purposes, with title thereto to be held by the Town of Harwich subject to a Conservation Restriction to the Grantee similar in form to the within Conservation Restriction.

VII. 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.

C. Running of the Benefit. The benefits of this Conservation Restriction shall be in gross and shall not be assignable by the Grantee, its successors and assigns unless Grantor consents in writing (which consent shall not be unreasonably withheld) and unless the assignee is a "qualified organization" as defined in Section 170(h)(3) of the Internal Revenue Code of 1986, as amended, and M.G.L. c. 184, §32, including, without limitation, a governmental entity, provided that, as a condition of such assignment, the assignee is required to hold this Conservation Restriction and enforce its terms for conservation purposes. The Grantee shall also comply with the provisions of Article 97 of the Amendments to the Massachusetts Constitution, if applicable.

VIII. SUBSEQUENT TRANSFER.

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Premises.

IX. ESTOPPEL CERTIFICATES.

Upon request by the Grantor, the Grantee shall within thirty (30) days execute and deliver to the Grantor any document, including an estoppel certificate in recordable form, which certifies the Grantor's compliance with the terms and conditions of this restriction.

X. EFFECTIVE DATE.

This Conservation Restriction shall be effective when the Grantor and Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the Massachusetts General Laws have been obtained and it has been recorded in the Barnstable County Registry of Deeds.

XI. AMENDMENT.

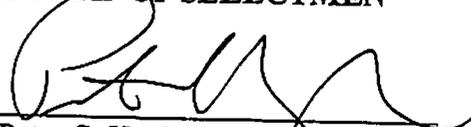
The Grantor and Grantee, with the approval of the Secretary of the Massachusetts Executive Office of Environmental Affairs, may by mutual consent amend any term or provision hereof provided that this Conservation Restriction as thus amended complies with the then applicable requirements of Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts; Massachusetts General Laws, c. 184, Sec. 31-33; and the Conservation Restriction Program of the Town of Harwich, or any successors thereto, and provided that any such amendment, together with any necessary approvals to its effectiveness, shall be recorded with the Barnstable Registry of Deeds.

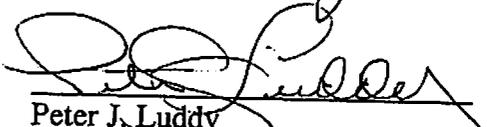
XII. MISCELLANEOUS.

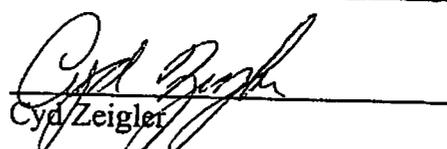
Approval of this Conservation Restriction pursuant to M.G.L. c. 184, §32 by any municipal officials and by the Secretary of the Executive Office of Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

Executed under seal this 17th of May, 2000.

TOWN OF HARWICH
BOARD OF SELECTMEN


Peter S. Hughes


Peter J. Luddy


Cyd Zeigler


Sylvia Laffin


Donald Howell

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

Date: May 17, 2000

Then personally appeared the above named Peter S. Hughes, Peter J. Luddy, Cyd Zeigler, Sylvia Laffin and Donald Howell and acknowledge the foregoing instrument to be their free act and deed and that of the Town of Harwich, before me

JUELL E. BUCKWOLD
NOTARY PUBLIC
Commission Expires Feb. 19, 2004


Notary Public
My Commission Expires

ASSENT AND APPROVAL BY THE HARWICH CONSERVATION COMMISSION

The Town of Harwich Conservation Commission hereby assents, approves and executes the foregoing Conservation Restriction and certifies that the Conservation Restriction is in the public interest, this 9th day of May, 2000.

TOWN OF HARWICH
CONSERVATION COMMISSION

David A. Crestin
David Crestin

Stephen Chandler
Stephen Chandler

Roger G. Cove
Roger G. Cove

Terry Bauer
Terry Bauer

Chester Berg

Everett Eldredge

Lindsay Strode

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

Date: May 9, 2000

Then personally appeared the above-named David Crestin
and acknowledged the foregoing instrument to be her/his/their free act and deed and that of the Town
of Harwich Conservation Commission, before me

Barol A. Genatossis
Notary Public
My commission expires:

ACCEPTANCE OF GRANT

The above Conservation Restriction is hereby accepted by the Harwich Conservation Trust this 8th day of MAY, 2000.

Trustees of Harwich Conservation Trust

Marilyn Barry
Marilyn Barry

Mary Jane Curran

Deborah London
Deborah London

William Baldwin
William Baldwin

Edward Rubel
Edward Rubel

D. Isabel Smith
D. Isabel Smith

Stephanie Foster
Stephanie Foster

Beverly Thacher
Beverly Thacher

Lee Baldwin
Lee Baldwin

Hugh Millar
Hugh Millar

Robert F. Smith
Robert F. Smith

Colin Leonard
Colin Leonard

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

Date: May 8, 2000

Then personally appeared the above-named Robert F. Smith, Trustee as aforesaid and acknowledged the foregoing instrument to be his free act and deed and that of the Harwich Conservation Trust, before me

Carol L. Smith
Notary Public
My commission expires: June 9, 2006

**APPROVAL BY SECRETARY OF ENVIRONMENTAL
AFFAIRS COMMONWEALTH OF MASSACHUSETTS**

The undersigned Secretary of the Executive Office of Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction to the Harwich Conservation Trust has been approved in the public interest pursuant to M.G.L. c. 184, Sec. 32.

Date: 6/8/00


Robert Durand, Secretary of the Executive
Office of Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

Date: 6/8/00

Then personally appeared the above-named Robert Durand, Secretary, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed, before me .


Notary Public
My commission expires:

NICOLE SICARD
Notary Public
My Commission Expires December 31, 2004

HCT 22

7326

BK13073 PG295 37326

EXHIBIT A
Description of the Premises

The land located in Harwich, Barnstable County, Massachusetts, more particularly bounded and described as follows:

The land containing 20.18 acres, more or less, as shown on a plan entitled "Plan of Land in Harwich, Mass. - as surveyed and prepared for Island Pond Trust Scale: 1 in. - 100 FT. July 3, 1987, Schofield Brothers, Inc., which plan is recorded in the Barnstable County Registry of Deeds in Plan Book 438, Page 21.

Lot 3 and Lot 4, as shown on a plan entitled, "Plan of Land in Harwich, Mass. Prepared for G. Rockwood Clark Plan By: Moran Engineering, Inc., 941 Main Street, So. Harwich, Mass. 02661 Scale: 1" - 60' Date: March 12, 1999", which plan is recorded in the Barnstable County Registry of Deeds in Plan Book 547, Page 100. Lot 3 contains 3.35 acres, more or less, according to said plan and Lot 4 contains 6.93 acres, more or less, according to said plan.

Parcel "A" containing 4.28 acres, more or less, as shown on a plan of land entitled " Plan of Land in Harwich, Mass. Prepared for G. Rockwood Clark Plan By: Moran Engineering, Jen. 941 Main Street, So. Harwich, Mass. 02661 Scale: 1" = 60' Date: January 7, 2000, which plan is recorded in the Barnstable County Registry of Deeds in Plan Book 555 Page 97.

Lot 1 containing 71, 510, square feet, more or less, as shown on a plan entitled "Plan of Land in Harwich, Mass. Prepared for G. Rockwood Clark, Plan By: Moran Engineering, Inc. 941 Main Street, So. Harwich, Mass. 02661, Scale: 1" = 40' Date: March 21, 2000, recorded in Barnstable Plan Book 556 Page 15.

For the grantor's title reference see the deed recorded in Book 12507 Page 147 and the deed recorded in Book 13005, Page 94.

harisland pond cr



TOWN OF



HARWICH

Anita N. Doucette, CMC/AAE/CMMC
Town Clerk

732 Main Street
Harwich, Massachusetts 02645
Tel. 508-430-7516
FAX 508-432-5039

TOWN OF HARWICH
SPECIAL TOWN MEETING
JANUARY 11, 2000

ARTICLE 10.ISLAND POND LAND ACQUISITION

ARTICLE 10. To see if the Town will vote to authorize and direct the Board of Selectmen to acquire by gift, purchase, by eminent domain or otherwise, for preservation, open space, conservation and passive recreation purposes, the land in Harwich currently owned by G. Rockwood Clark, Trustee of Island Pond Trust and described in a deed recorded with the Barnstable County Registry of Deeds in Book 4751 Page 318 and Book 798 Page 194 and containing a total of 3.54 acres, more or less (the Premises"); that the Board of Selectmen be authorized to take all actions necessary to carry-out the purchase of the Premises in accordance with the provisions of the article and this vote, and to transfer from available funds or borrow a sufficient sum of money pursuant to Section 7 of Chapter 293 of the Acts of 1998 entitled; "An Act Relative to Establishment of the Cape Cod Open Space Land Acquisition Program" or any other enabling authority, and to issue bonds or notes of the Town therefor; provided that the Board of Selectmen be authorized to negotiate the purchase of the Premises; and provided further that the purchase of said Premises shall be subject to a conservation restriction running in favor of the Harwich Conservation Trust, which Conservation Restriction shall contain a provision for public access and contain such additional terms and conditions as the Board of Selectmen deem appropriate, or to take any other action thereto and to act fully thereon. By request of the Board of Selectmen.

MOTION: (Carol Thayer, Chairman-Finance Committee) I move this article be accepted and adopted and the sum of sixty-one thousand nine hundred fifty and NO/100 (\$61,950.00) Dollars be transferred from the balance remaining of the appropriation raised under Article 57 of the 1999 Annual Town Meeting for the purpose of purchasing and/or taking by eminent domain, for preservation, open space, conservation and passive recreation purposes, the land in Harwich currently owned by G. Rockwood Clark and/or Island Pond Trust and described in a deed(s) recorded with the Barnstable County Registry of Deeds in Book 4751, Page 318 and Book 798, Page 194, containing a total of 3.54 acres, more or less, (the "Premises"); that the Board of Selectmen and the Conservation Commission be authorized to take all actions necessary to carry-out the purchase of the Premises in accordance with this vote; and further that the premises as acquired shall be subject to the restriction required by Section 3 of Chapter 293 of the Acts of 1998, The Cape Cod Land Bank Open Space Acquisition Program, whereby the use of the Premises is permanently restricted to preservation, open space, conservation and passive recreation purposes; and further provided that the purchase of the Premises shall be subject to a Conservation Restriction running in favor of the Harwich Conservation Trust, which Conservation Restriction shall contain a provision for public access and contain such additional terms and conditions as the Board of Selectmen deem appropriate.

Duly seconded

37326

BK13073 PG297 373:

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TOWN OF



HARWICH

Anita N. Doucette, CMC/AAE/CMMC
Town Clerk

732 Main Street
Harwich, Massachusetts 02645
Tel. 508-430-7516
FAX 508-432-5039

Street
508-430-7516
5039

n to

ACTION: This is a land acquisition and requires a 2/3 majority vote to pass. It is a unanimous vote, so declared.

A true copy attested *March 8, 2000*

Anita N. Doucette
Anita N. Doucette, Town Clerk

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TOWN OF



HARWICH

Antta N. Doucette, CMC/AAE/CMMC
Town Clerk

732 Main Street
Harwich, Massachusetts 02645
Tel. 508-430-7516
FAX 508-432-5039

TOWN OF HARWICH
ANNUAL TOWN MEETING
MAY 3, 1999

ARTICLE 57.

ACQUIRE LAND ISLAND POND TRUST

ARTICLE 57. To see if the Town of Harwich will vote to raise and appropriate a sufficient sum of money and to authorize the Treasurer with the approval of the Board of Selectmen to purchase, or take by eminent domain or otherwise, or to acquire by gift, in accordance with M.G.L. Chapter 44, Section 8C, for the purpose of purchasing for preservation, open space, conservation and/or passive recreation purposes by eminent domain or negotiated purchase or otherwise a certain property together with any buildings thereon, described as follows: land, or portion thereof, from Island Pond Trust partly shown on the plan recorded with the Barnstable County Registry of Deeds in Plan Book 438, Page 21 and described in deeds recorded with the Barnstable County Registry of Deeds in Book 4688, Page 4, and Book 6935, Page 242, and Book 6935, Page 243, and containing a total of thirty-four (34) acres, more or less, or a conservation restriction thereon, ("the Premises"), and to raise and appropriate, or transfer from available funds or funds made available under the provisions of Chapter 293 of the Acts of 1998, (the Cape Cod Land Bank so called), or borrow the sum necessary for such acquisition under the provision thereof, or take any other action relative thereto, that said land be conveyed to said Town of Harwich under the provisions of Massachusetts General Laws, Chapter 40, Section 8c, and as it may hereafter be amended and other Massachusetts Statutes relating to Conservation, to be managed and controlled by the Conservation Commission of the Town of Harwich, and the Conservation Commission be authorized to file on behalf of the Town of Harwich any and all applications deemed necessary for grants and/or reimbursements from the Commonwealth of Massachusetts deemed necessary under the Self-Help Act (Chapter 132A, Section 11) and/or any others in any way connected with the scope of this Article, and the Board of Selectmen be authorized to negotiate the purchase of said property and be authorized to make the decision to enter into any agreement to purchase said property, and the Town of Harwich and the Chairman of the Board of Selectmen with the Conservation Commission be authorized to enter into all agreements and execute any and all instruments as may be necessary on behalf of Harwich to affect said purchase, and to act fully thereon. By request of the Real Estate and Open Space Committee.

TOTAL DOLLARS \$500,000.00

EXPLANATION: This article proposes to acquire open space for the Town. This language represents the requirements of the Self-Help Program.

TOWN OF



HARWICH

Anita N. Doucette, CMC/AAE/CMMC
Town Clerk

732 Main Street
Harwich, Massachusetts 02645
Tel. 508-430-7516
FAX 508-432-5039

Motion: (Carol Thayer, Chairman-Finance Committee) I move this article be accepted and adopted and the sum of Five Hundred Ninety-five Thousand and NO/100 (\$595,000.00) Dollars be appropriated for the purpose of purchasing and/or taking by eminent domain, for preservation, open space, conservation and passive recreation purposes, the land shown on the plan recorded with the Barnstable County Registry of Deeds in Plan Book 438, Page 21, and described in deeds recorded with the Barnstable County Registry of Deeds in Book 4688, Page 4, and Book 6935, Page 242, and Book 6935, Page 243, and containing a total of thirty-four (34) acres more or less (the "Premises"), currently owned by Island Pond Realty Trust; that the Board of Selectmen and the Conservation Commission be authorized to take all actions necessary to carry-out the purchase of the Premises in accordance with the provisions of the article and this vote, and that to raise such appropriation the Treasurer, with the approval of the Board of Selectmen, is authorized to borrow the sum of Five Hundred Thousand and NO/100 (\$500,000.00) Dollars pursuant to Section 7 of Chapter 293 of the Acts of 1998 entitled; "AN ACT RELATIVE TO ESTABLISHMENT OF THE CAPE COD OPEN SPACE LAND ACQUISITION PROGRAM", or any other enabling authority, and to issue bonds or notes of the Town therefor; provided, however, that said borrowing is contingent upon receipt by the Town of donation(s) from the Harwich Conservation Trust or any other donor, in the sum of Ninety-five Thousand and NO/100 (\$95,000.00), to be used to offset the total purchase price to be paid hereunder; and provided further that the purchase of said Premises shall be subject to a Conservation Restriction running in favor of the Harwich Conservation Trust, which Conservation Restriction shall contain a provision for public access and contain such additional terms and conditions as the Board of Selectmen deem appropriate.

(duly seconded)

**TOWN OF HARWICH
REAL ESTATE AND OPEN SPACE COMMITTEE
ANNUAL TOWN MEETING REPORT
ARTICLE 57**

At a meeting of the Town of Harwich Real Estate and Open Space Committee on Thursday, April 29, 1999, the Committee unanimously voted to support and recommend Article 57 as written.

TOWN OF



HARWICH

Anita N. Doucette, CMC/AAE/CMMC
Town Clerk

732 Main Street
Harwich, Massachusetts 02645
Tel. 508-430-7516
FAX 508-432-5039

Harwich Real Estate and Open Space Committee
s/Arne S. Agnew
s/Hugh C. Millar
s/Douglas Stanford
s/Philip S. Eagan
s/D. Isabel Smith
s/Margo Fenn
s/Robert S. Neese

Action: It is a unanimous vote, so declared

A true copy: June 12, 2000

Attest: 
Anita N. Doucette, Town Clerk

BARNSTABLE REGISTRY OF DEEDS

Locus: 1139 Stonybrook Road, Brewster, MA

HCT # 55
"ISLAND POND" PURCHASE
APPROX. 9.3 ACRES

Bk 22537 Pg 100 #71011
12-14-2007 @ 12:39p

HCT# 55

CONSERVATION RESTRICTION
TO
THE HARWICH CONSERVATION TRUST

I. GRANTOR CLAUSE

The Town of Harwich, a municipal corporation, with an address of 732 Main Street, Harwich, MA 02645, acting by and through its Conservation Commission, its successors and assigns (hereinafter "Grantor"), acting pursuant to the provisions of M.G.L. c.184, §§31-33 in consideration of One (\$1.00) Dollar, grants to Marilyn Barry, Andrea Silbert, William Schumann, Thomas Evans, Chris Small, William F. Baldwin, Edward Rubel, D. Isabel Smith, Donna J. Peterson, Virginia J. Iannini, Hugh C. Millar, Robert F. Smith and Colin A. Leonard, as Trustees of the Harwich Conservation Trust, under a Declaration of Trust dated September 24, 1988 and recorded with the Barnstable County Registry of Deeds in Book 6456 Page 222, with a mailing address of P.O. Box 101, South Harwich, MA 02661, its successors and assigns (hereinafter "Grantee"), in perpetuity and exclusively for conservation purposes, the following described Conservation Restriction on land located in the Town of Harwich, County of Barnstable, Commonwealth of Massachusetts, consisting of approximately 9.3 acres, and being more particularly described in Exhibit A attached hereto (hereinafter "Premises").

II. PURPOSES

The Premises, comprised of approximately 9.3 acres of vacant land, contain unique and outstanding qualities the protection of which in their predominately natural and open condition will be of benefit to the public. The Premises consist of a large tract of undeveloped land and possess significant historic, open, natural, and scenic values of great importance to the Grantor and the inhabitants of the Town of Harwich and the Commonwealth of Massachusetts. The preservation of the Premises will protect sensitive land and keep it undeveloped.

The purpose of this Conservation Restriction is to assure that, while permitting the recreation, horticulture, and other uses described in Section III herein, the Premises will be retained in perpetuity predominantly in its natural, scenic, and open condition and to prevent any use of the Premises that will significantly impair or interfere with the conservation values thereof. Preservation of the Premises will protect the areas scenic and open space value and enhance the passive recreation, human enjoyment, and ecological value of this conservation open space.

The Town of Harwich at a duly called Special Town Meeting, held on December 13, 2004, while acting on Article 7 of the Warrant, voted to authorize the Board of Selectmen to acquire the Premises for preservation, open space, conservation and passive recreation purposes, and to borrow funds for the purchase of the Premises pursuant to Chapter 293 of the Acts of 1998, the Cape Cod Land Bank Open Space Acquisition Program, as amended, and to grant a Conservation Restriction on the Premises to the Harwich Conservation Trust. The Grantee donated \$77,000.00 towards the purchase of the Premises and pursuant to the Vote under Article 7 of the December 2004 Special Town Meeting, the Grantor is hereby granting a Conservation

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2392A E.P. X0955A

32 # 104

Restriction on the Premises to the Grantee. The Grantee is a publicly supported, tax-exempt non-profit organization whose primary purpose is to preserve and conserve natural areas for aesthetic, scientific and educational purposes.

III. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO; PERMITTED USES

A. Prohibited Acts and Uses. Except as to the exceptions and permitted uses set forth in Paragraphs B and C below, and the public access rights set forth in Section IV below, the following acts and uses are prohibited on the Premises:

1. Constructing or placing of any building, tennis court, landing strip, mobile home, swimming pool, billboard or other advertising display, antenna (including so-called satellite receiving dishes) tower, or any other temporary or permanent structure or facility on, above, or under the Premises, except as permitted under this document;
2. Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit;
3. Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, brush, leaves, grass or tree cuttings or junk;
4. Cutting, removing or otherwise destroying trees, grasses, or other vegetation;
5. The subdivision of the Premises;
6. Activities detrimental to drainage, flood control, water conservation, erosion control or soil conservation;
7. The use of motorized vehicles, including trucks, trail bikes and snowmobiles, except if used by the Grantor or its employees and agents for purposes of upkeep and maintenance of the Premises; and except as required by the police, fire fighters or other governmental agents in carrying out their lawful duties; and except for motorized wheelchairs; and except as otherwise permitted under Paragraph B below.

B. Exceptions to Otherwise Prohibited Acts and Uses. Notwithstanding any provisions herein to the contrary, the following acts and uses are permitted by the Grantor, its successors and assigns:

1. Erection and maintenance of signs by the Grantor;
2. Construction of building(s), structure(s), or improvements incident to the use of the Premises for conservation and passive outdoor recreation purposes, including but not limited to restroom facilities, information center, benches, parking areas, trails, bridges, and water and utility lines thereto, providing they are underground.

3. Construction of a paved or hardened parking area(s) for use by the public;
4. Cutting and planting of trees, shrubs, and other vegetation for fire protection, tick and disease controls, timber stand management, walking trails, bike trails, scenic vistas and roads, and for all other acts and uses allowed under this Paragraph B, or otherwise to preserve and maintain the Premises;
5. Placing of fences that do not interfere with the conservation and passive outdoor recreation purposes of this restriction;
6. Digging or drilling of water wells for municipal purposes, provided no water tanks shall be placed or constructed on the Premises;
7. Passive outdoor recreational activities such as, but not limited to, fishing, hiking, horseback riding, walking, wildlife observation, birding, jogging, picnicking, bicycling, and any other passive outdoor recreational activity provided such activities do not require any further clearing of the Premises, except as permitted under the above paragraphs 1, 2, 3, 4, 5 and 6 of this section.
8. The right by the Grantor, including the right to permit others, to traverse the cart paths, vehicle tracks and roads currently located on the Premises with automobiles, four wheeled vehicles, and small trucks and over any roads that may be constructed by the Grantor for access to parking, picnic or other similar areas or activities on the Premises.

The Grantor and Grantee acknowledge that there are roads and ways located on the Premises as shown on the plans referenced in Exhibit A, including but not limited to Island Pond Trail. The Premises and the Conservation Restriction are subject to the rights of all those entitled to use such roads and ways.

C. Permitted Acts and Uses. All acts and uses not prohibited by Paragraphs A and B are permissible.

IV. PUBLIC ACCESS.

The Grantor hereby reserves the right to grant to the public generally the right to enter upon the Premises, and does hereby grant said rights of public access to the general public as follows:

The right to enter upon the Premises for passive recreational purposes such as walking, bicycling, jogging, fishing, birding, horseback riding, hiking, picnicking, wildlife observation, and other similar activities by the general public as permitted by law and regulation. The terms and conditions of public access shall be determined by the Harwich Conservation Commission and shall be subject to the rules and regulations of the Conservation Commission and visitors may be ejected at any time by the Grantor for unseemly or loud activities, or failure to abide by the rules and regulations of the Conservation Commission.

As a member of the general public the Grantee shall also enjoy the right of public access to the Premises. Further, the Grantee and its representatives shall also have the right to enter the Premises at reasonable times and in a reasonable manner for the purpose of inspecting the same to determine compliance herewith.

V. LEGAL RIGHTS AND 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 its condition prior to the time of the injury complained of (it being agreed that the Grantee 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 Grantee; provided, however, that prior to instituting litigation to enforce any violations of this Conservation Restriction, the Grantee shall first notify the Grantor and request the Grantor to remedy the violation; if the violation is not remedied within sixty days, then the parties shall make a good faith effort to mediate the dispute before litigation is commenced.

B. Grantee Disclaimer of Liability. By its acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises, not caused by the grantee or its agents pertaining to compliance with and including but not limited to hazardous materials, zoning, environmental laws, and regulations, or acts which are not caused by the grantee or anyone acting under the direction of the grantee.

C. Severability Clause. If any provision of this Conservation Restriction shall to any extent be held invalid, the remainder shall not be affected.

D. Non-Waiver. Any election by the Grantee as to the manner and timing of its rights to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

E. Acts Beyond Grantor's Control. Nothing contained in this Conservation Restriction shall be construed to entitle Grantee to bring any action against 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. The parties to this Conservation Restriction agree that in the event of damage to the Premises from acts beyond the Grantor's control, that if it is desirable that the Premises be restored, the parties will cooperate in attempting to restore the Premises if feasible.

VI. PROCEEDS FROM EXTINGUISHMENT.

The Grantor and Grantee agree that the grant of this Conservation Restriction gives rise to a property right immediately vested in the Grantee, with a fair market value that is at least

equal to the percentage \$77,000.00 bears to the value of the unrestricted Premises at the time of this grant. Such proportionate value of the Grantee's property right shall remain constant.

If any occurrence ever gives rise to an extinguishment or other release of the Conservation Restriction under applicable law, then the Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds equal to such proportionate value, subject, however, to any applicable law which expressly provides for a different disposition of proceeds. If the conservation interests protected hereby are unaffected by the taking, the only interest taken by public authority is the Grantor's interest, and recovered proceeds are awarded on the basis of the value of the Premises as restricted by the Conservation Restriction, then the proceeds from such taking shall be payable in their entirety to Grantor.

Whenever all or any part of the Premises or any interest therein is taken by a public authority under power of eminent domain, or if all or any part of this Conservation Restriction is extinguished by act of public authority, then the Grantor and Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. The Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes of this grant and specifically shall make good faith efforts to purchase land located in the Town of Harwich for similar conservation and passive recreational purposes, with title thereto to be held by the Town of Harwich subject to a Conservation Restriction to the Grantee similar in form to the within Conservation Restriction.

VII. 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.

C. Running of the Benefit. The benefits of this Conservation Restriction shall be in gross and shall not be assignable by the Grantee, its successors and assigns unless Grantor consents in writing (which consent shall not be unreasonably withheld) and unless the assignee is a "qualified organization" as defined in Section 170(h)(3) of the Internal Revenue Code of 1986, as amended, and M.G.L. c. 184. §32, including, without limitation, a governmental entity, provided that, as a condition of such assignment, the assignee is required to hold this Conservation Restriction and enforce its terms for conservation purposes. The Grantee shall also comply with the provisions of Article 97 of the Amendments to the Massachusetts Constitution, if applicable.

VIII. SUBSEQUENT TRANSFER.

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Premises. 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.

IX. ESTOPPEL CERTIFICATES.

Upon request by the Grantor, the Grantee shall within thirty (30) days execute and deliver to the Grantor any document, including an estoppel certificate in recordable form, which certifies the Grantor's compliance with the terms and conditions of this restriction.

X. EFFECTIVE DATE.

This Conservation Restriction shall be effective when the Grantor and Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the Massachusetts General Laws have been obtained and it has been recorded in the Barnstable County Registry of Deeds.

XI. 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 Holder will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. 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 Art. 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Barnstable County Registry of Deeds.

XII. MISCELLANEOUS.

Approval of this Conservation Restriction pursuant to M.G.L. c. 184. §32 by any municipal officials and by the Secretary of the Executive Office of Energy & 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.

XIII. RECORDATION

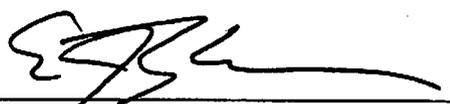
The Grantee shall record this instrument in timely fashion in the Bristol South District Registry of Deeds.

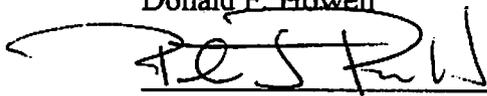
Executed under seal this 14th of November 2005.

APPROVAL OF GRANT BY THE BOARD OF SELECTMEN

At a meeting duly held on November 14, 2005, the town of Harwich Board of Selectmen voted to grant pursuant to Article 7 of the Special Town Meeting held on December 13, 2004, and also to approve, pursuant to G.L. c. 184 §32, the above-referenced Conservation Restriction to the Harwich Conservation Trust.

TOWN OF HARWICH
BOARD OF SELECTMEN


Edward McManus, Chair

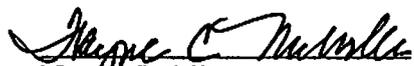
Donald F. Howell

Peter Piekarski


Robin Wilkins

COMMONWEALTH OF MASSACHUSETTS

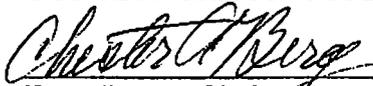
BARNSTABLE, SS.

On this the 14th day of November, 2005, before me, the undersigned notary public, personally appeared Edward McManus, Peter Piekarski & Robin Wilkins, proved to me through satisfactory evidence of identification which was they are known to me, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed if for its stated purpose.


Notary Public
My commission expires:
WAYNE C. MELVILLE
NOTARY PUBLIC
My commission expires May 1, 2009

ASSENT AND APPROVAL BY THE HARWICH CONSERVATION COMMISSION

The Town of Harwich Conservation Commission hereby assents, approves and executes the foregoing Conservation Restriction and certifies that the Conservation Restriction is in the public interest, this 29th day of Nov., 2005.

TOWN OF HARWICH
CONSERVATION COMMISSION

Terry Bauer, Chair
CHESTER BERG

Charles Palmer
Charles Palmer

Larry Ballantine
Larry Ballantine

William Zoino
William Zoino

~~Chester Berg~~
TERRY BAUER
Lindsay Strode
Lindsay Strode

Robert Bourgoin
Robert Bourgoin

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

On this the 29th day of November, 2005, before me, the undersigned notary public, personally appeared Chester A. Berg ^{OF IDENTITY} proved to me through satisfactory evidence of identification which was PERSONAL KNOWLEDGE to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed if for its stated purpose.

CAROL A. GENATOSSIO
Notary Public
MASSACHUSETTS
My Commission Expires July 14, 2006

Carol A. Genatossio
Notary Public
My commission expires: July 14, 2006

ACCEPTANCE OF GRANT

The above Conservation Restriction is hereby accepted by the Harwich Conservation Trust this 15th day of Dec., 2005.

Trustees of Harwich Conservation Trust

Marilyn Barry
Marilyn Barry

Robert F. Smith
Robert F. Smith

Andrea Silbert
Andrea Silbert

Thomas M. Evans
Thomas Evans

Chris Small
Chris Small

Edward Rubel
Edward Rubel

Donna J. Peterson
Donna J. Peterson

Colin A. Leonard
Colin A. Leonard

William R. Schumann
William Schumann

Hugh C. Millar
Hugh C. Millar

William F. Baldwin
William F. Baldwin

D. Isabel Smith
D. Isabel Smith

Virginia J. Iannini
Virginia J. Iannini

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

On this the 15th day of December, 2005, before me, the undersigned notary public, personally appeared Robert F. Smith, Trustee, as aforesaid, proved to me through satisfactory evidence of identification which was Personal Knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed if for its stated purpose.

Patricia M. Pritchard
Notary Public
My commission expires July 17, 2008

APPROVAL BY SECRETARY OF ENVIRONMENTAL AFFAIRS COMMONWEALTH OF MASSACHUSETTS

The undersigned Secretary of the Executive Office of Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction to the Harwich Conservation Trust has been approved in the public interest pursuant to M.G.L. c. 184, Sec. 32.

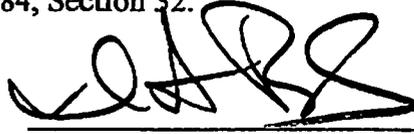
Date: _____

Stephen R. Pritchard, Secretary of the Executive Office of Environmental Affairs

**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 the Harwich Conservation Trust has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: 12/6, 2007

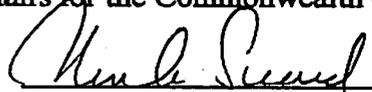


Ian A. Bowles
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this 6th day of December, 2007, before me, the undersigned notary public, personally appeared Ian A. Bowles proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Secretary of Energy and Environmental Affairs for the Commonwealth of Massachusetts.



Notary Public
My Commission Expires: 12/15/2011

EXHIBIT A
Description of the Premises

The land located off Island Pond Trail and Weston Woods Road, Harwich, Barnstable County, Massachusetts, more particularly bounded and described as follows:

Parcel 1

The land containing 4.85 acres, more or less, as shown on a plan entitled "Plan of Land in Harwich, Mass. = as surveyed and prepared for Island Pond Trust Scale: 1 in. - 40 ft. August 16, 2001, Schofield Brothers, Inc., which plan is recorded in the Barnstable County Registry of Deeds in Plan Book 567, Page 25.

Parcel 2

The land containing 4.45 acres, more or less, as shown on a plan entitled "Plan of Land in Harwich, Mass. - as surveyed and prepared for Island Pond Trust Scale: 1 in. - 10- ft. October 11, 2001, Schofield Brothers, Inc., which plan is recorded in the Barnstable County Registry of Deeds in Plan Book 569, Page 5.

Said Parcels are subject to the rights of all those entitled to use Island Pond Trail, the traveled ways, and the gravel road as shown on said plans.

For title reference see the Order of Taking recorded in the Barnstable County Registry of Deeds in Book 20856 Page 116.

HCT CK ON
TOWN-OWNED 2.9-ACRE

Bk 24543 Pg 253 #23123
05-11-2010 @ 03:26P
"SUTTHIN" PURCHASE
ISLAND POND

HU #67

CONSERVATION RESTRICTION FROM TOWN OF HARWICH
TO THE HARWICH CONSERVATION TRUST

I. GRANTOR CLAUSE

The Town of Harwich, a municipal corporation, with an address of 732 Main Street, Harwich, MA 02645, acting by and through its Conservation Commission pursuant to M.G.L. c.40, §8C, its successors and assigns (hereinafter "Grantor") acting pursuant to the provisions of M.G.L. c.184, §§31-33 for consideration of One (\$1.00) Dollar, grants to WILLIAM F. BALDWIN, MARILYN BARRY, THOMAS M. EVANS, COLIN A. LEONARD, DONNA J. PETERSON, EDWARD RUBEL, WILLIAM R. SCHUMANN, ANDREA SILBERT, MATTHEW CUSHING, and ROBERT F. SMITH as Trustees of the Harwich Conservation Trust, under a Declaration of Trust dated September 24, 1988 and recorded in the Barnstable County Registry of Deeds in Book 6456, Page 222 and registered in the Barnstable County Land Registry District as Document No. 615,918, with a mailing address of P.O. Box 101, South Harwich, MA 02661, its permitted successors and assigns (hereinafter "Grantee"), in perpetuity and exclusively for conservation purposes, the following described Conservation Restriction on land located in the Town of Harwich, County of Barnstable, Commonwealth of Massachusetts, consisting of approximately 2.9 acres, and being more particularly described in Exhibit A and attached plan (hereinafter "Premises"). For Grantor's title see Barnstable County Registry of Deeds Book 24248, Page 45.

II. PURPOSES

The Premises, comprised of approximately 2.9 acres of vacant land, contain unique and outstanding qualities the protection of which in their predominately natural and open condition will be of benefit to the public. The Premises consist of a tract of undeveloped land which is located within Massachusetts Natural Heritage & Endangered Species Program (NHESP) BioMap Core Habitat, NHESP Priority Habitat for Rare Species and NHESP Estimated Habitat for Rare Species and possess significant historic, open, natural, and scenic values of great importance to the Grantor and the inhabitants of the Town of Harwich and the Commonwealth of Massachusetts. The preservation of the Premises will protect sensitive land and keep it undeveloped.

The purpose of this Conservation Restriction is to assure that, while permitting the recreation and other uses described in Section III herein, the Premises will be retained in perpetuity predominantly in its natural, scenic, and open condition and to prevent any use of the Premises that will significantly impair or interfere with the conservation values thereof. Preservation of the Premises will protect the areas scenic and open space value and enhance the passive recreation, human enjoyment, and ecological value of this conservation open space.

The Town of Harwich at a duly called Annual Town Meeting, held on May 4, 2009, while acting on Article 31 of the Warrant, voted to authorize the Board of Selectmen to acquire the Premises for preservation, open space, conservation and passive recreation purposes, to be under the management and control of the Conservation Commission, and to utilize Community Preservation Act funds for such purpose; and subject to a Conservation Restriction to the Grantee in accordance with the Community Preservation Act. A copy of the Town Meeting vote is

M.R. BOOK 2 PAGE 45

no 30 5014
"TOWN-OWNED" S.P.A.P. 5 05400-1107

attached hereto as Exhibit B. The Grantee is a publicly supported, tax-exempt non-profit organization whose primary purpose is to preserve and conserve natural areas for aesthetic, scientific and educational purposes.

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

A. Prohibited Acts and Uses. Except as to the exceptions and permitted uses set forth in Paragraphs B and C below, and the public access rights set forth in Section IV below, the following acts and uses are prohibited on the Premises:

1. Constructing or placing of any building, tennis court, landing strip, mobile home, swimming pool, billboard or other advertising display, antenna (including so-called satellite receiving dishes), tower, or any other temporary or permanent structure or facility on, above, or under the Premises, except as permitted under this document;
2. Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or altering the topography thereof;
3. Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, boats, trailers, rubbish, debris, brush, leaves, grass or tree cuttings or 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;
5. The subdivision of the Premises or use of the same to fulfill any building or zoning requirements on this or any other land;
6. Activities detrimental to drainage, flood control, water conservation, erosion control or soil conservation;
7. The use, parking or storage of motorized vehicles, including trucks, trail bikes and snowmobiles, except if used by the Grantor or its employees and agents for purposes of upkeep and maintenance of the Premises; and except as required by the police, fire fighters or other governmental agents in carrying out their lawful duties; and except for motorized wheelchairs; and except as otherwise permitted under Paragraph B below.
8. The use of the Premises for commercial recreation, business, residential or industrial use.
9. Any other use of the Premises which is inconsistent with the purposes of this conservation restriction.

B. Exceptions to Otherwise Prohibited Acts and Uses. Notwithstanding any provisions herein to the contrary, the following acts and uses are permitted by the Grantor, its successors and assigns, but only if such uses and acts do not materially impair the conservation values or purposes of this conservation restriction including habitat for rare species.

1. Erection and maintenance of signs by the Grantor identifying the Premises as conservation

land and defining the use thereof.

2. Construction of building(s), structure(s), or improvements incident to the use of the Premises for conservation and passive outdoor recreation purposes, including but not limited to restroom facilities, information center, benches, parking areas, trails, bridges, and underground water and utility lines thereto, all as approved by the Grantee and Conservation Commission, which approval shall not be unreasonably withheld for a period of more than 21 days.
3. Construction of an unpaved or paved with pervious materials parking area(s) for use by the public;
4. Cutting and planting of trees, shrubs, and other vegetation for fire protection, tick and disease controls, and removal of dead or downed trees consistent with timber stand management, walking trails, bike trails, scenic vistas and roads, and for all other acts and uses allowed under this Paragraph B, or otherwise to preserve and maintain the Premises.
5. Placing of fences that do not interfere with the conservation and passive outdoor recreation purposes of this restriction.
6. Passive outdoor recreational activities such as, but not limited to, fishing, hiking, horseback riding, walking, wildlife observation, birding, jogging, picnicking, bicycling.

The Grantor and Grantee acknowledge that there are existing roads and ways located on the Premises as shown on the plans referenced in Exhibit A. The Premises and the Conservation Restriction are subject to the rights of all those entitled to use such roads and ways.

- C. Permitted Acts and Uses. All acts and uses not permitted by Paragraphs A and B are permissible but only if such uses and acts do not materially impair the conservation values or purposes of this conservation restriction including habitat for rare species.

IV. PUBLIC ACCESS

The Grantor hereby reserves the right to grant to the public generally the right to enter upon the Premises, and does hereby grant said rights of public access to the general public as follows:

The right to enter upon the Premises for passive recreational purposes such as walking, bicycling, jogging, fishing, birding, horseback riding, hiking, picnicking, wildlife observation, and other similar activities by the general public as permitted by law and regulation. The terms and conditions of public access shall be determined by the Harwich Conservation Commission and shall be subject to the rules and regulations of the Conservation Commission and visitors may be ejected at any time by the Grantor for unseemly or loud activities, or failure to abide by the rules and regulations of the Conservation Commission.

As a member of the general public the Grantee shall also enjoy the right of public access to the Premises. Further, the Grantee and its representatives shall also have the right to enter the Premises at reasonable times and in a reasonable manner for the purpose of inspecting the same to determine compliance herewith.

V. LEGAL RIGHTS AND 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 its condition prior to the time of the injury complained of (it being agreed that the Grantee shall 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 Grantee; provided, however, that prior to instituting litigation to enforce any violations of this Conservation Restriction, the Grantee shall first notify the Grantor and request the Grantor to remedy the violation; and except as to an emergency violation, if the violation is not remedied within sixty days, then the parties shall make a good faith effort to mediate the dispute before litigation is commenced.
- B. Grantee Disclaimer of Liability. By its acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises, not caused by the Grantee or its agents pertaining to compliance with and including but not limited to hazardous materials, zoning, environmental laws, and regulations, or acts which are not caused by the Grantee or anyone acting under the direction of the Grantee.
- C. Severability Clause. If any provision of this Conservation Restriction shall to any extent be held invalid, the remainder shall not be affected.
- D. Non-Waiver. Any election by the Grantee as to the manner and timing of its rights to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to a waiver of such rights.
- E. Acts Beyond Grantor's Control. Nothing contained in this Conservation Restriction shall be construed to entitle Grantee to bring any action against Grantor for any injury to or 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. The parties to this Conservation Restriction agree that in the event of damage to the Premises from acts beyond the Grantor's control, that if it is desirable that the Premises be restored, the parties will cooperate in attempting to restore the Premises if feasible.

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.
- C. Running of the Benefit. The benefits of this Conservation Restriction shall be in

gross and shall not be assignable by the Grantee, its successors and assigns unless Grantor consents in writing (which consent shall not be unreasonably withheld) and unless the assignee is a "qualified organization" as defined in Section 170(h)(3) of the Internal Revenue Code of 1986, as amended, and M.G.L. c. 184. §32, including, without limitation, a governmental entity, provided that, as a condition of such assignment, the assignee is required to hold this Conservation Restriction and enforce its terms for conservation purposes. The Grantee shall also comply with the provisions of Article 97 of the Amendments to the Massachusetts Constitution, if applicable.

VII. SUBSEQUENT TRANSFER.

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Premises. 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.

VIII. ESTOPPEL CERTIFICATES.

Upon request by the Grantor, the Grantee shall within thirty (30) days execute and deliver to the Grantor any document, including an estoppel certificate in recordable form, which certifies the Grantor's compliance with the terms and conditions of this restriction.

IX. EFFECTIVE DATE.

This Conservation Restriction shall be effective when the Grantor and Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the Massachusetts General Laws have been obtained and it has been recorded in the Barnstable County Registry of Deeds.

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 Holder will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. 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 Art. 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Barnstable County Registry of Deeds.

XI. MISCELLANEOUS.

Approval of this Conservation Restriction pursuant to M.G.L. c. 184. §32 by any municipal officials and by the Secretary of the Executive Office of Energy & 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.

XII. RECORDATION

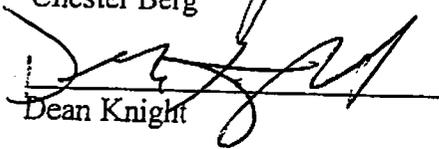
The Grantee shall record this instrument in timely fashion in the Barnstable County Registry of Deeds.

APPROVAL BY THE
TOWN OF HARWICH CONSERVATION COMMISSION

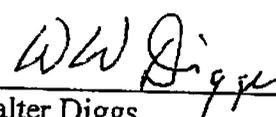
Pursuant to the authority granted under Article 31 of the Town of Harwich Annual Town Meeting held on May 4th and May 5th, 2009, the Harwich Conservation Commission hereby executes the foregoing Conservation Restriction and certifies that the Conservation Restriction is in the public interest, this 30th day of March, 2010.



Chester Berg



Dean Knight



Walter Diggs



Ron Saulnier

Lara Slifka

Bradford Chase

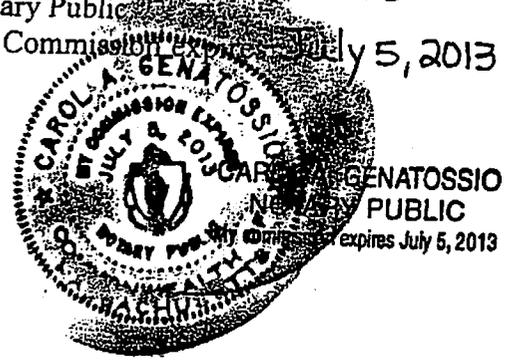
Amy Morris

COMMONWEALTH OF MASSACHUSETTS

Barnstable, SS:

On this 30th day of March, 2010, before me, the undersigned notary public, personally appeared Chester Berg, Dean Knight, Lara Slifka, Walter Diggs, Ron Saulnier, Bradford Chase, and Amy Morris, proved to me through satisfactory evidence of identification which was personal knowledge to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.


Notary Public
My Commission Expires July 5, 2013

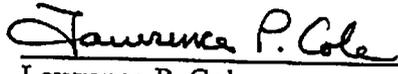


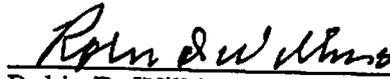
APPROVAL OF GRANT BY THE
TOWN of HARWICH BOARD OF SELECTMEN

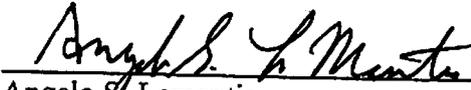
At a meeting duly held on March 22, 2010, the Selectmen of the Town of Harwich, Massachusetts, voted to grant pursuant to Article 31 of the Town of Harwich Annual Town Meeting held on May 4th and 5th, 2009 and also to approve pursuant to M.G. L.c. 184. §32, the above-referenced Conservation Restriction to the Harwich Conservation Trust.

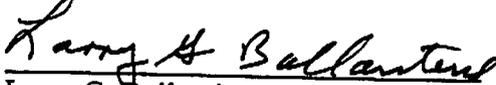
TOWN OF HARWICH BOARD OF SELECTMEN


Edward J. McManus


Lawrence P. Cole


Robin D. Wilkins

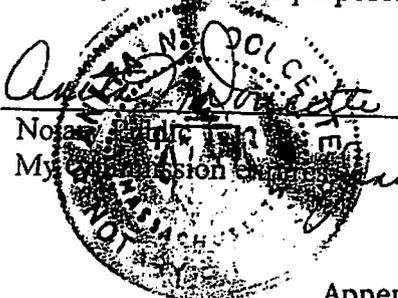

Angelo S. Lamantia


Larry G. Ballantine

COMMONWEALTH OF MASSACHUSETTS

Barnstable, SS:

On this 23 day of March, 2010, before me, the undersigned notary public, personally appeared Edward J. McManus, Lawrence P. Cole, Robin D. Wilkins, Angelo S. Lamantia, and Larry G. Ballantine, proved to me through satisfactory evidence of identification which was personal knowledge to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.


Notary Public
My Commission Expires January 14, 2011

ACCEPTANCE OF GRANT

At a meeting duly held on March 18, ²⁰¹⁰2009, the Trustees of Harwich Conservation Trust voted to accept the foregoing Conservation Restriction from the TOWN OF HARWICH.

William F. Baldwin
WILLIAM F. BALDWIN

Marilyn Barry
MARILYN BARRY

Andrea Silbert
ANDREA SILBERT

Thomas M. Evans
THOMAS M. EVANS

Robert F. Smith
ROBERT F. SMITH

Colin A. Leonard
COLIN A. LEONARD

Matthew Cushing
MATTHEW CUSHING

Donna J. Peterson
DONNA J. PETERSON

Edward Rubel
EDWARD RUBEL

William R. Schumann
WILLIAM R. SCHUMANN

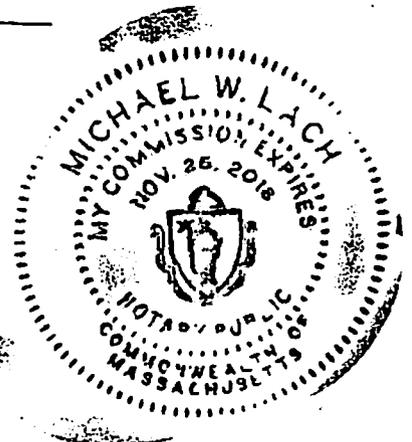
COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

March 18, ²⁰¹⁰2009

Then personally appeared the above-named WILLIAM F. BALDWIN, MARILYN BARRY, THOMAS M. EVANS, COLIN A. LEONARD, DONNA J. PETERSON, EDWARD RUBEL, WILLIAM R. SCHUMANN, ANDREA SILBERT, MATTHEW CUSHING, and ROBERT F. SMITH as Trustees of Harwich Conservation Trust, whose names are signed on the document and proved to me through satisfactory evidence of identification, which was personal knowledge of identity, and who being by me duly sworn did say that they are the Trustees of the Harwich Conservation Trust and acknowledged the foregoing instrument to be their free act and deed, before me.

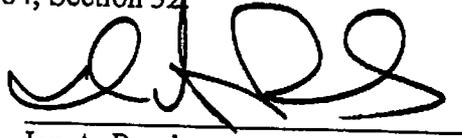
Michael W. Lach
Notary Public
My commission expires:
November 25, 2016



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 the Harwich Conservation Trust has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: 5/6, 2010



Ian A. Bowles
Secretary of Energy and Environmental Affairs

Suffolk

Weymouth, ss:

COMMONWEALTH OF MASSACHUSETTS

On this 6th day of May, 2010, before me, the undersigned notary public, personally appeared Ian A. Bowles proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Secretary of Energy and Environmental Affairs for the Commonwealth of Massachusetts.



Notary Public

My Commission Expires: 12/15/2011

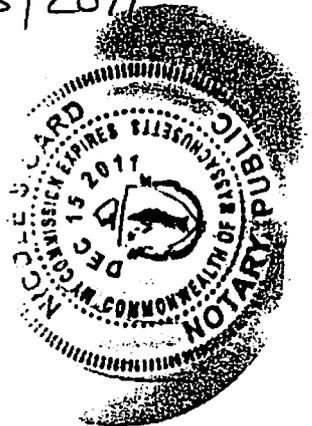


EXHIBIT A
Description of the Premises

The land ("Premises") located on Island Pond Trail, Harwich, Barnstable County, Massachusetts, shown as Lot 2, containing 2.90 acres, more or less, on a plan recorded in the Barnstable County Registry of Deeds in Plan Book 547, Page 100 and being further described in the deed recorded in Barnstable County Registry of Deeds in Book 12560, Page 347 and including all easements and rights of way appurtenant to said land, including but not limited to the easements and rights of way set forth in said deed. The parcel is also shown on the Town of Harwich Assessor's Map 49 as Parcel A2-2. The land is further described as follows:

BEGINNING at a corner of land now or formerly owned by Louis Fernandes;

THENCE S 88° 28' 40.0" W a distance of two-hundred, eighty (280.00) feet to a point;

THENCE N 01° 15' 18.4" W a distance of two-hundred, seventy-five and 50/100 (275.50) feet to a point;

THENCE northeasterly a distance of four-hundred, nine (409.00) feet along the "traveled way" shown in Barnstable County Registry of Deeds Plan Book 547, Page 100 to a point;

THENCE N 02° 39' 18.0" E a distance of one-hundred, eighty and 42/100 (180.42) feet to a point;

THENCE S 11° 26' 16.0" E a distance of one-hundred, sixty-eight and 51/100 (168.51) feet to a point;

THENCE S 01° 58' 40.0" W a distance of two-hundred (200.00) feet to the point of beginning.

For Grantor's title see Barnstable County Registry of Deeds Book 24248, Page 45.

Town of

Anita N. Doucette, MMC/CMMC
Town Clerk



Harwich

732 Main Street
Harwich, Massachusetts 02645
Tel. 508-430-7516
Fax 508-430-7517

TOWN OF HARWICH ANNUAL TOWN MEETING MAY 4, 2009

FUND PURCHASE OF LAND FOR OPEN SPACE PURPOSES

ARTICLE 31. To see if the Town will vote to authorize the Board of Selectmen to acquire by purchase, gift, or take by eminent domain for open space purposes under the provisions of Massachusetts General Law (MGL), Ch. 40, §8C, land situated in the Town of Harwich, Massachusetts, consisting of 2.90 acres more or less, together with a right of way over Island Pond Trail in Harwich, Massachusetts together with all rights and easements and subject to rights and easements of record, which is identified on Assessor's Map 49, Lot A2-2. The parcel is described in a deed recorded on September 24, 1999 in Book 12560, Page 347 and, further, to appropriate a sum of money from the Community Preservation Act Open Space Reserve and from the estimated annual revenues of the Community Preservation Fund Budgeted Reserve, or any other sum, for said acquisition, appraisals, and closing costs, including all expenses incidental and related thereto, receipts pursuant to the provisions of ch.149, §298 of the Acts of 2004, as amended by Ch. 352, §§129-133 of the Acts of 2004, the so-called Community Preservation Act; to authorize the Board of Selectmen and the Conservation Commission to apply for, accept and expend any funds which may be provided by the Commonwealth or other public sources to defray a portion or all of the costs of acquiring this property, including but not limited to funding under the Self-Help Act, General Laws, ch.132A, §11, and/or the Federal Land & Water Conservation Fund, P.L. 88-568, 78 Stat 897; to authorize the Board of Selectmen to grant to the Harwich Conservation Trust, for no consideration, a perpetual Deed Restriction, pursuant to the provisions of General Laws, ch.184, §31 through 33, allowing the aforementioned uses, to be recorded at the time of closing or within a reasonable amount of time thereafter; to authorize the Conservation Commission to assume the care, custody, control and management of the property; and to authorize the Board of Selectmen and Conservation Commission to enter into all agreements and execute any and all instruments as may be necessary on behalf of the municipality to effect this purchase and obtain reimbursement funding to be returned to the open space reserve; and to act fully thereon. By request of the Community Preservation Committee and the Real Estate and Open Space Committee.

THE FINANCE COMMITTEE WILL MAKE ITS RECOMMENDATION AT TOWN MEETING. VOTE: YES-5, NO-0.

Article 31 ATM:

MOTION: (Dana DeCosta, Chairman-Finance Committee) I move that this article be accepted and adopted and the sum of \$370,000 be transferred from the CPC Fund, (Open Space), undesignated fund balance, for this purpose.

Duly seconded

ACTION: This motion required a 2/3 majority vote to pass, it was ruled to have received the necessary vote, the motion passed.

A true copy

