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TOWN OF SANDWICH

Open Space Residential District

Open Space Restriction and Easement

Crescent Hill Road

Whereas, the Planning Board of the Town of Sandwich pursuant to Chapter 40A, Section 9 of the Massachusetts General Laws and Article IV, Section 4400 through 4447, of the Zoning Bylaw of the Town of Sandwich has granted a Special Permit for an Open Space Residential Development and said Special Permit requires that land designated Open Space in the development be specifically restricted in its use, and

Whereas, it is the intention of this grant to convey such restrictions over said Open Space which shall remain in perpetuity, and

Whereas, it is the intention of this grant to be excepted from the limitation of term of conditions pursuant to Chapter 184, Section 23 of the Massachusetts General Laws, as it is a gift for a public purpose under Article 97 of the Amendments to the Massachusetts Constitution, and,

Whereas, the preservation of open space is a stated public purpose of the Town of Sandwich, now, therefore,

J. Kevin O'Haire, Trustee for Wing Farms Realty Trust, P.O. Box 444, East Sandwich, MA 02537 (Grantor), for consideration paid and in consideration of an approval of an Open Space residential development, shown on a plan of land entitled "Definitive Plan of Great Hills East, a Cluster Subdivision in Sandwich, Mass For: J. Kevin O'Haire, Trustee, Wing Farms Realty Trust, P.O. Box 444, East Sandwich, MA 02537" dated May 10,2000,Revised...September 1, 2000, drawn by Advanced Technical Solutions, P.O. Box 99, East Sandwich, MA 02537 (Land Surveyors), recorded Plan Book 561 Page 14 (reference to record), grants to the Town of Sandwich, a municipal corporation with a mailing address of 16 Jan Sebastian Drive, Sandwich, Barnstable County, Massachusetts, the perpetual right and easement to enter upon Lot(s) shown as the Open Space Lots on said Subdivision Plan (Open Space Area(s)), subject to the rights and reservations contained herein and those reservations contained in a document entitled "DECLARATION OF COVENANTS, RESTRICTIONS AND RESERVATIONS FOR GREAT HILLS", recorded in Book 2088, Page 114 as amended in Book 2138, Page 102 Book 6951, Page 330 and Book 11937, Page 104; and the DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS, RIGHTS AND RESERVATIONS OF WING FARMS REALTY TRUST, to be recorded in order to maintain the said Open Space Areas in accordance with the standards required by the Planning Board of the Town of Sandwich and to remove any offending improvements not authorized by said Planning Board. Any costs incurred by said Town in performing any maintenance work as hereinabove set forth shall be reimbursed to the Town within thirty (30) days after an invoice from said Town for said cost has been submitted to Great Hills Homeowners Association, Inc.. In the event said cost is not paid in full within said time period, the Town may assess each lot in said Open Space development (Lots 1 through 14 on said Subdivision Plan) for its proportionate share of said cost in the same manner as a betterment assessment or may take other such action as the Town deems advisable.

In order to ensure that said Open Space Areas shall be kept in an open and natural state and not be built upon for residential use or developed for accessory uses, such as parking or roadway, the Grantor hereby agrees that:

A. Except as set forth in Paragraph B, neither the Grantor nor his/her successors or assigns will perform or give permission to others to perform the following acts or uses on the premises:

1. Paving or construction for road or parking purposes unless shown on the approved definitive plan;

2. Construction or placing of any buildings, permanently affixed mobile homes, signs, billboards, septic systems or other advertising, utilities or other structures on or above the ground;

3. Dumping or placing of soil or other substance on the ground as landfill, or dumping or placing of trash, waste or unsightly or offensive material;

4. No trees, grasses or other vegetation on the premises shall be cut, removed or otherwise destroyed, except for the selective clearing of shrubbery, trees, and other vegetation for the purposes of beautification and maintenance of vistas;

5. Excavation or dredging or removal of loam, peat, gravel, soil, rock or other mineral substance or natural deposit in such a manner as to affect the surface of the premises except for the purposes of beautification and maintenance of walkways and vistas;

6. Use of the premises except for outdoor recreational purposes, or purposes permitting the premises to remain predominately in its natural condition;

7. Activities detrimental to drainage, flood control, water or soil conservation, or erosion control; or

8. Other acts or uses detrimental to the preservation of the premises in its present natural condition.

9. No use shall be made of the premises and no activity thereon shall be permitted which is or may become inconsistent with the intent of this grant, being the preservation of the premises predominately in their present condition, the protection of environmental systems and scenic enjoyment.

B. The provisions of Paragraph A notwithstanding, the following uses and activities shall be permitted on the premises:

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1. The creation of walking paths, riding trails or bicycle paths for the use of the Open Space Development residents for recreational use;

2. Any active or passive recreational or conservation purposes as may be permitted by the Planning Board of the Town of Sandwich except that any recreational structure should not be located in the perimeter buffer strip and shall be shown on the definitive plan;

3. Such other recreational or conservational purposes as may be permitted by the Planning Board of the Town of Sandwich, evidence of which shall be the recording of a Modification of the Special Permit permitting such uses;

4. Any farming, agriculture, horticulture, silviculture, forestry and/or park use; and

5. Cultivation or harvesting of crops, flowers and hay; the planting of trees and shrubs and mowing of grasses; and the construction and maintenance of fences or other common elements necessary in conjunction therewith;

6. Landscaping, excavation and filling, well-digging, removal or cutting of vegetation, creation of paths, installation of utilities, fencing and plowing, provided that such activities are normally associated with the permitted uses in Paragraphs 1 through 5 above.

7. Such other changes or activities requested by the Grantor and expressly consented to by the Grantee as are consistent with the purpose of this restriction.

8. The right to install utilities and drainage in the Open Space, if necessary.

9. Construction of a driveway and grant of easement as shown on plan in favor of Adele B. Hatfield and her successors in title and others as described in Document recorded in Book 10805, Page 311.

The Grantee through one or more duly designated officers, employees or agents shall have the right to enter the premises at a reasonable time and in a reasonable manner for the purposes of inspecting the premises, insuring compliance with the terms of this restriction and preventing, abating or remedying any violations thereof. The right herein granted shall be in addition to any other remedies, by appropriate legal proceedings or otherwise, which may be available to the Grantee for the enforcement of this restriction. This Open Space Restriction-Easement does not grant public access to this property except for those as described above. The Grantor intends that this grant be an easement in gross in perpetuity.

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This restriction shall be binding upon and may be enforced against the Grantor and his/her heirs, successors and assigns by the Grantee as holder of this restriction and all references herein to the Grantor and Grantee shall include references to their respective successors and assigns. This conservation restriction shall be in addition to and not in lieu of any other restrictions or easements of record.

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In witness whereof, the said Wing Farms Realty Trust (Grantor) has caused its seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name on its behalf by J. Kevin O'Haire (Grantor or representative), its Trustee (title), hereby duly authorized this 5th day of September, 2000.

WING FARMS REALTY TRUST

J. Kevin O'Haire, trustee

by: J. Kevin O'Haire, Trustee

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss. September 5, 2000

Then personally appeared the above named J. Kevin O'Haire, Trustee, of aforesaid, and acknowledged the foregoing instrument to be the free act and deed of Wing Farms Realty Trust, before me,

Notary Public

My commission expires: _____

JEFFERY JOHNSON
Notary Public, Massachusetts
My Commission Expires 11/06/2003

BARNSTABLE REGISTRY OF DEEDS