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634159 (91285) TrnID: 1412482
Southern Essex District ROD
2/28/2022 08:26 AM REST Pg: 1/30

GRANTOR: City of Salem
GRANTEE: Essex National Heritage Commission, Inc.
ADDRESS OF PREMISES: 1-3 Bemis Street, Salem
FOR GRANTOR’S TITLE SEE: Southern Essex District Registry of Deeds Registered
Land Doc #590443, Cert #91285 (Exhibit A)

CONSERVATION RESTRICTION FOR PUBLIC RECREATIONAL USE

The City of Salem, acting by and through its mayor, by authority of Sections 3 and 3A of Chapter 40 of the Massachusetts General Laws, and its Parks and Recreation Commission, by authority of Section 3 of Chapter 45 of the Massachusetts General Laws, with an address of 93 Washington Street, Salem, Essex County, Massachusetts, being the sole owner of the Premises as defined herein, and for its successors and assigns (“Grantor”), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grants with QUITCLAIM COVENANTS, to the Essex National Heritage Commission, Inc. with an address of 10 Federal Street, Suite 12, Salem, MA 01970, Essex County, Massachusetts, its permitted successors and assigns (“Grantee”), for nominal consideration, IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION AND RECREATION PURPOSES, the following Conservation Restriction for Public Recreational Use (hereinafter the “Conservation Restriction” or the “Restriction”) on land located at 1-3 Bemis Street in the City of Salem, Massachusetts containing the entirety of a .25 acre parcel of land (“Premises”), which Premises is more particularly described in Exhibit A, which is incorporated herein and attached hereto.

I. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purpose of this Restriction is to assure that the Premises will be maintained in perpetuity for conservation and public recreation purposes and to prevent any use or change that would impair or interfere with its conservation and public preservation values (“conservation values”).

Construction of the park was undertaken on the Premises using Community Preservation Act funds pursuant to Chapter 44B of the Massachusetts General Laws (CPA). Documentation of the City Council Order authorizing the use of such funds for such purpose is attached hereto as Exhibit B.

The conservation values include the following:

- **Public Access.** Public access to the Premises will be allowed for passive and active outdoor recreation. This Conservation Restriction will permanently preserve .25 acres of open space, which will increase the amount of passive and active recreational space at Gallows Hill Park, an existing public park of 21.83 acres.
- **Public Park Preservation.** This Conservation Restriction will ensure that the Premises will be permanently available as a recreational space. The Premises is adjacent to other land owned in fee by the Grantor, known as the Gallows Hill Park, which land is dedicated to and subject to the protections of Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts.

These and other conservation values of the Premises, as well as its current uses and state of improvement, are described in a Baseline Documentation Report (“Baseline Report”) prepared by the Grantor, consisting of narratives, maps and photographs. The Baseline Report (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, and (ii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant other than the Baseline Report, should the Baseline Report be unavailable or if it does not adequately address the issues presented.

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

A. Prohibited Acts and Uses

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

- (1) Constructing, placing or allowing to remain any temporary or permanent building, landing strip, mobile home, swimming pool, billboard or other advertising display, antenna, tower, solar panel, solar array, or other temporary or permanent structure or facility on, above or under the Premises;
- (2) Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise making topographical changes to the area;
- (3) Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings generated off-site, 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) Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, wildlife habitat, or archaeological conservation;
- (6) Use, parking or storage of vehicles including motorcycles, mopeds, all-terrain vehicles, trail bikes, or any other motorized vehicles on the Premises except for vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) in carrying out their official duties or as necessary for the mobility impaired;
- (7) Subdivision or conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), and no portion of the Premises may be used towards building or development requirements on this or any other parcel;
- (8) The use of the Premises for business, residential or industrial use, or for more than *de minimis* commercial recreation;
- (9) The disruption, removal, or destruction of the stone walls or granite fence posts on the Premises;
- (10) The use of the Premises for piling of snow from off of the Premises;
- (11) Any other use of the Premises or activity which is inconsistent with the purpose of this Restriction or which would impair its conservation values.

B. Reserved Rights and Exceptions

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

- (1) Community Park Uses. The construction, installation, maintenance, renewal and use of a community park, provided that motorized uses shall not be permitted, except as necessary in connection with the construction, installation, maintenance, and renewal of the community park features and related infrastructure as described herein. For the purposes of this paragraph, allowable elements associated with a “community park” shall include recreational courts or fields, playground structures, pump tracks, splash pads, community gardens, farmers’ markets, tree and other vegetation plantings, and other improvements commonly associated with community parks, including, but not limited to gazebos, benches and seating, trash receptacles, and water fountains, but shall not include buildings or other structures inconsistent with the uses described in this Paragraph II(B)(1). Allowable uses shall include, without limitation, the use of the elements listed above for open space and recreational purposes as well as activities commonly associated with community parks. Any other construction of community park infrastructure shall receive the prior written approval of the Grantee;

- (2) Vegetation Management. The selective minimal removing of brush, pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Premises, including any woods roads, fence lines and trails and meadows;
- (3) Non-native or nuisance species. The removal of non-native or invasive species, the interplanting of native species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
- (4) Wildlife Habitat Improvement. With the prior written approval of the Grantee, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species including selective planting of native trees, shrubs and plant species;
- (5) Archaeological Investigations. The conduct of archaeological activities, including without limitation survey, excavation and artifact retrieval, following submission of an archaeological field investigation plan and its approval in writing by Grantee and the State Archaeologist of the Massachusetts Historical Commission (or appropriate successor official).
- (6) Signs. The erection, maintenance and replacement of signs with respect to trespass, trail access, identity and address of the occupants, the Grantee's interest in the Premises, any gift, grant, or other applicable source of support for the conservation of the Premises, and the protected conservation values.
- (7) Outdoor Recreational Activities. Bird-watching, picnicking, basketball, and other outdoor recreational activities in connection with the use of the Premises as a Community Park as described in Paragraph II(B)(1), provided such uses do not degrade environmental quality, and do not involve more than minimal use for commercial recreational activities;
- (8) Permits, Regulations, Laws. The exercise of any right reserved by Grantor under this Paragraph B shall be in compliance with zoning, the Wetlands Protection Act, and all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit should be issued.
- (9) Best Management Practices. The exercise of any right reserved by Grantor under this Paragraph B shall follow, when available and if applicable, established, up to date, and regionally-applicable Best Management Practices or similar standards developed by a governmental agency or other entity with known expertise in the area of practice and designed to protect the natural features potentially affected by the action(s).

C. Notice and Approval.

Whenever notice to or approval by Grantee is required, Grantor shall notify Grantee, by a method requiring proof of receipt, in writing not less than 60 days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Restriction. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within 60 days of receipt of Grantor's request. Grantee's approval shall not be unreasonably withheld but shall only be granted upon a showing that the proposed activity shall not impair the purposes of this Restriction.

Grantee's failure to respond within sixty (60) days of receipt shall constitute denial of the request. Grantor may subsequently submit the same or a similar request for approval.

III. LEGAL REMEDIES OF THE GRANTEE

A. Legal and Injunctive Relief.

The rights hereby granted shall include the right to enforce this 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 their condition prior to the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law). The rights hereby granted to enforce this Restriction shall also include the right to compensatory monetary damages. The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Restriction but shall, to the extent allowed by law, not include any right to recover punitive damages. Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Restriction.

Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred.

B. Non-Waiver.

Enforcement of the terms of this Restriction shall be at the discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

C. Disclaimer of Liability

By acceptance of this Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

D. Acts Beyond the Grantor's Control

Nothing contained in this Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Premises, if desirable and feasible.

E. Expenses

In addition, no later than the time of recording, the Grantor shall pay the Grantee \$5,000.00 for use by the Grantee for reasonable expenses associated with the monitoring and enforcing the terms of the Restriction.

IV. ACCESS

The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Restriction. The Grantor also grants to the Grantee, after notice of a violation and failure of the Grantor to cure said violation, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines.

The Grantor grants access to the Premises to the Grantee and agrees to take no action to prohibit or discourage access to and use of the Premises by the general public, but only for daytime use and only as described in Paragraph II(B)(7) provided that such agreement by Grantor is subject to the Grantor's reserved right to establish reasonable rules, regulations, and restrictions on such permitted recreational use by the general public for the protection of the purposes and conservation values of this Restriction. Grantor has the right to control, limit, or prohibit by posting and other reasonable means activities or uses of the Premises not authorized in Paragraph II(B)(7). The Grantor's right to grant public access across the Premises is subject to the restrictions described in this Restriction. Any public use which is permitted by the terms of this Restriction constitutes permission to use the Premises for purposes described in the Section 17C of Chapter 21 of the Massachusetts General laws and the Grantor and Grantee hereto benefit from exculpation from liability to the extent provided in such section. The Grantee may require the Grantor to post the Premises against any use that may result in rutting or erosion or other damage to the natural resources of the Premises.

V. EXTINGUISHMENT

A. If circumstances arise in the future such as render the purpose of this Restriction impossible to accomplish, this restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review

and approval by the Massachusetts Secretary of Energy and Environmental Affairs. If any change in conditions ever gives rise to extinguishment or other release of the Restriction under applicable law, then Grantees, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph V(B) below, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds and after complying with the terms of any gift, grant, or funding requirements. Grantees shall use its share of the proceeds in a manner consistent with the recreation purpose set forth herein.

B. Proceeds. Grantor and Grantee agree that the conveyance of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, for the purpose of enforcing this Conservation Restriction, but does not entitle Grantee, upon extinguishment, to any proceeds received by the Grantor from the subsequent sale, exchange or involuntary conversion of the Premises. Any proceeds that result from any such extinguishment shall be returned to the City of Salem's Community Preservation Act (CPA) fund. If the CPA fund no longer exists, proceeds will be placed in a similar fund to be used in a manner consistent with the purposes of this Conservation Restriction.

C. Grantor/Grantee Cooperation Regarding Public Action. Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in accordance with Paragraph V(B) – above, after complying with the terms of any law, gift, grant, or funding requirements. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken.

VI. DURATION & ASSIGNABILITY

A. Running of the Burden. The burdens of this 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 Restriction; the Grantor, on behalf of itself and its successors and assigns, appoints the Grantee their attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit. The benefits of this Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except in the following instances:

As a condition of any assignment, the Grantee shall require that the purpose of this Restriction continues to be carried out; that the assignee is not an owner of the fee in the Premises, that the assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this Restriction under Section 32 of Chapter 184 of the Massachusetts General Laws. Any assignment will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VII. SUBSEQUENT TRANSFERS

The Grantor agrees to incorporate by reference the terms of this Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee not less than twenty (20) days prior to the execution of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

The Grantor shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

VIII. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within thirty (30) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance or non-compliance with any obligation of the Grantor contained in this Restriction.

IX. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Restriction to a non-fee owner that is qualified under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder and is eligible to receive this Restriction under Section 32 of Chapter 184 of the Massachusetts General Laws in order to ensure that merger does not occur and that this Restriction continues to be enforceable by a non-fee owner.

X. AMENDMENT

If circumstances arise under which an amendment to or modification of this Restriction would be appropriate, Grantor and Grantee may jointly amend this Restriction; provided that no amendment shall be allowed that will affect the qualification of this 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 Massachusetts General Laws. Any amendments to this

Restriction shall occur only in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation 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 Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs and if applicable, shall comply with the provisions of Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Southern Essex Registry of Deeds.

XI. EFFECTIVE DATE

This Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the Massachusetts General Laws have been obtained, and it has been recorded in a timely manner in the Southern Essex Registry of Deeds. Grantor shall record the Restriction at the Southern Essex Registry of Deeds and pay any fees required.

XII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: City of Salem Parks & Recreation Commission
Jean A. Levesque Community Life Center
40 Bridge Street
Salem, MA 01970

With copy to: City Solicitor
City of Salem Legal Department
93 Washington Street
Salem, MA 01970

To Grantee: Executive Director
Essex National Heritage Commission, Inc.
10 Federal Street, Suite 12
Salem, MA 01970

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

XIII. GENERAL PROVISIONS

A. Controlling Law. The interpretation and performance of this Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Restriction shall be liberally construed in favor of the grant to effect the purpose of this Restriction and the policy and purposes of Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability. If any provision of this Recreation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provision of this Recreation Restriction shall not be affected thereby.

D. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to this Recreation Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Recreation Restriction, all of which are merged herein.

XIV. MISCELLANEOUS

A. Pre-existing Public Rights. Approval of this Recreation Restriction pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Recreation Restriction.

B. Subordination. The Grantor attests that there is no mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

C. Attached hereto and incorporated herein by reference are the following:

Signature pages:

Approval and Grant

City of Salem, Mayor

City of Salem, Parks and Recreation Commission

Grantee Acceptance: Essex National Heritage Commission, Inc.

Approval of Salem City Council

Approval of the Secretary of Energy and Environmental Affairs

Exhibits:


Exhibit A: Legal Description of Premises

Exhibit B: Copy of City Council Order Authorizing use of CPA funds

Exhibit C: Copy of City Council Order Approving of the Conservation Restriction

**APPROVAL AND GRANT OF CONSERVATION RESTRICTION
BY CITY OF SALEM MAYOR**

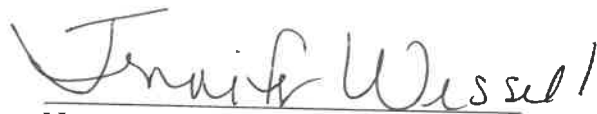
I, Mayor Kimberley Driscoll, the undersigned, being the Mayor of the City of Salem, Essex County, Massachusetts, pursuant to a vote taken by the Salem City Council at a meeting duly held on October 28, 2021, hereby approve in the public interest and grant the foregoing Conservation Restriction to the Essex National Heritage Commission, Inc., pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

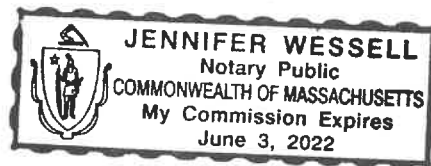
By: 
Name: Kimberley Driscoll
Its: Mayor, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss:

On this 11th day of November, 2021, before me, the undersigned notary public, personally appeared Kimberley Driscoll 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 she signed it voluntarily for its stated purpose as Mayor of the City of Salem, MA.


Notary Public
My Commission Expires: 6/3/2022



**APPROVAL AND GRANT OF CONSERVATION RESTRICTION
BY CITY OF SALEM PARK AND RECREATION COMMISSION**

We, the undersigned, being a majority of the Park and Recreation Commission of the City of Salem, Massachusetts, hereby certify that at a public meeting duly held on September 21, 2021, the Park and Recreation Commission voted to approve in the public interest and grant the foregoing Conservation Restriction to the Essex National Heritage Commission, Inc., pursuant to Section 32 of Chapter 184 and Section 3 of Chapter 45 of the Massachusetts General Laws and do hereby approve in the public interest and grant the foregoing Conservation Restriction.

Signatures set forth on the attached document for: Deborah A. Amaral, Robert W. Callahan, Amy L. Everitt, James W. Shea and Emiluis Perez, all members of the Park and Recreation Commission.

Member Name: Deborah A. Amaral

Signature: 

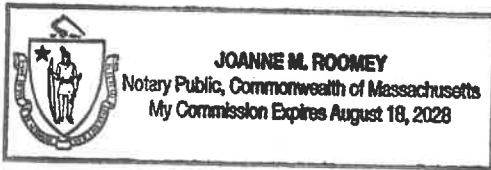
Date: 2/15/22

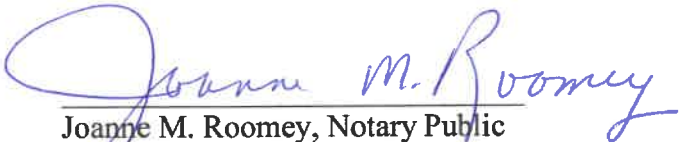
COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

Salem, MA

On this 15th day of February, 2022 before me, the undersigned Notary Public, personally appeared Deborah A. Amaral proved to me through satisfactory evidence of identification, which was a Massachusetts driving license, to be the person identified in this instrument and acknowledged executing the foregoing instrument for its stated purpose.




Joanne M. Roomey, Notary Public
My Commission Expires: 8/18/28

Member Name: Robert W. Callahan

Signature: *Robert W. Callahan*

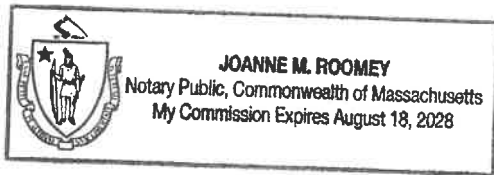
Date: 1/10/22

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

Salem, MA

On this 10th day of January, 2022 before me, the undersigned Notary Public, personally appeared Robert W. Callahan proved to me through satisfactory evidence of identification, which was a Massachusetts driving license, to be the person identified in this instrument and acknowledged executing the foregoing instrument for its stated purpose.



Joanne M. Roomey
Joanne M. Roomey, Notary Public
My Commission Expires: 8/18/28

Member Name: Amy L. Everitt

Signature: 

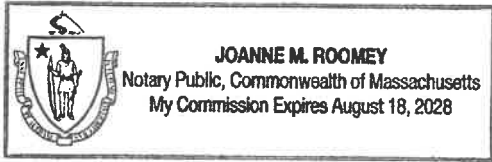
Date: 1/10/22

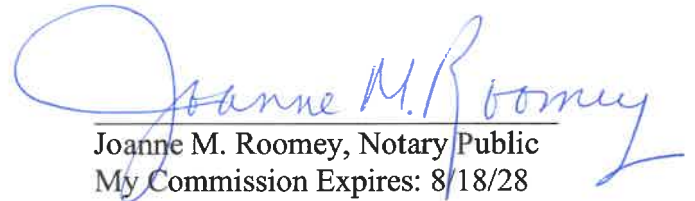
COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

Salem, MA

On this 10th day of January, 2022 before me, the undersigned Notary Public, personally appeared Amy L. Everitt proved to me through satisfactory evidence of identification, which was a Massachusetts driving license, to be the person identified in this instrument and acknowledged executing the foregoing instrument for its stated purpose.




Joanne M. Roomey, Notary Public
My Commission Expires: 8/18/28

Member Name: James W. Shea

Signature: *James W. Shea*

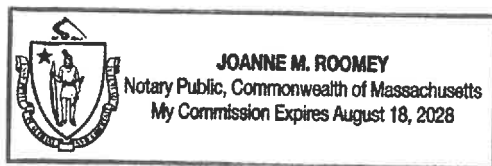
Date: 1/10/22

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

Salem, MA

On this 10th day of January, 2022 before me, the undersigned Notary Public, personally appeared James W. Shea proved to me through satisfactory evidence of identification, which was a Massachusetts driving license, to be the person identified in this instrument and acknowledged executing the foregoing instrument for its stated purpose.



Joanne M. Roomey
Joanne M. Roomey, Notary Public
My Commission Expires: 8/18/28

Member Name: Emiluis Perez

Signature: 

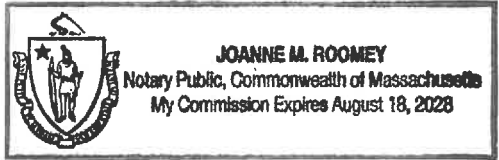
Date: 2/15/22

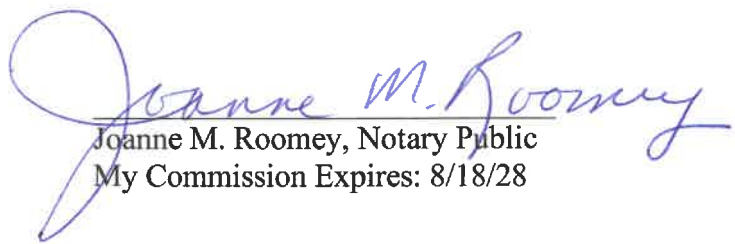
COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

Salem, MA


On this 15th day of February, 2022 before me, the undersigned Notary Public, personally appeared Emiluis Perez proved to me through satisfactory evidence of identification, which was a Massachusetts driving license, to be the person identified in this instrument and acknowledged executing the foregoing instrument for its stated purpose.




Joanne M. Roomey, Notary Public
My Commission Expires: 8/18/28

ACCEPTANCE OF GRANT BY THE ESSEX NATIONAL HERITAGE COMMISSION, INC.

This Conservation Restriction from the City of Salem, acting by and through its Mayor and its Parks and Recreation Commission, was accepted by the Essex National Heritage Commission, Inc. this 8 day of September, 2021.

By: 
David C. Read

Its: President, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss:

On this 8th day of September, 2021, before me, the undersigned notary public, personally appeared David C. Read, and proved to me through satisfactory evidence of identification which were Massachusetts Drivers Licenses to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.


Notary Public
My Commission Expires: 03-11-22



ACCEPTANCE OF GRANT BY THE ESSEX NATIONAL HERITAGE COMMISSION, INC.

This Conservation Restriction from the City of Salem, acting by and through its Mayor and its Parks and Recreation Commission, was accepted by the Essex National Heritage Commission, Inc. this 15th day of September, 2021.

By: 
Timothy Felter

Its: Treasurer, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss:

On this 15 day of September, 2021, before me, the undersigned notary public, personally appeared Timothy Felter, and proved to me through satisfactory evidence of identification which were Massachusetts Drivers Licenses to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.



Notary Public

My Commission Expires: 12-23-27



KELLY A. TRACY
Notary Public
Commonwealth of Massachusetts
My Commission Expires
December 23, 2027

APPROVAL OF SALEM CITY COUNCIL

I, Ilene Simons, City Clerk of the City of Salem hereby certify that at a meeting duly held on October 28, 2021, the City Council voted to approve the foregoing Conservation Restriction from the City of Salem, acting by and through its Mayor and its Parks and Recreation Commission, to the Essex National Heritage Commission, Inc., in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

By: Ilene Simons
Name: Ilene Simons
Its: City Clerk duly authorized

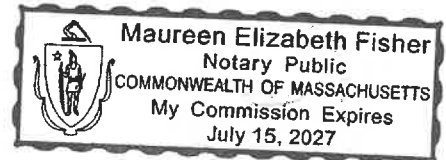
COMMONWEALTH OF MASSACHUSETTS

ESSEX County, ss:

On this 8th day of November, 2021, before me, the undersigned notary public, personally appeared Ilene Simons, proved to me through satisfactory evidence of identification which was personal knowledge to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as City Clerk for the City of Salem.

Maureen Elizabeth Fisher
Notary Public

My Commission Expires:



**APPROVAL OF SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from the City of Salem, acting by and through its Mayor and its Parks and Recreation Commission, to the Essex National Heritage Commission, Inc., has been approved in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

Dated: Dec. 21, 2021

K. Theoharides
KATHLEEN A. THEOHARIDES
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this 21st day of December, 2021, before me, the undersigned notary public, personally appeared KATHLEEN A. THEOHARIDES, and 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 she signed it voluntarily for its stated purpose.

Denise Pires
Notary Public
My Commission Expires:

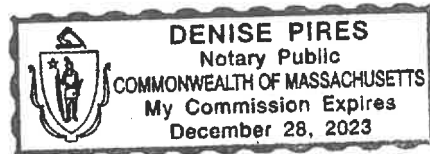


EXHIBIT A

580443 (91285+) Btch:514314
Southern Essex District Registry
2/16/2018 12:03 PM DEED Pg: 1/5

Quitclaim Deed

I Joyce Sullivan, Trustee of Lots 4, 6 and 8 Bemis Street Salem Realty Trust, under Declaration of Trust dated June 11, 1997, Recorded with the Essex South District of Land Court as Document Number 331393, with a mailing address of 11 Coppermine Road, Topsfield, Essex County, Massachusetts, for consideration paid and in full consideration of One Hundred Thousand and 00/100 Dollars (\$100,000.00) grant to The City of Salem with a mailing address of 93 Washington Street, Salem Essex County, Massachusetts as a municipal corporation and through its Parks and Recreation Commission for administration, control and maintenance under the provisions of M.G.L., Chapter 40, § 3, and Chapter 44B, as amended,

With quitclaim covenants

The following parcels of land:

PARCEL #1

The land, situated in Salem, in the County of Essex, and Commonwealth of Massachusetts, bounded and described as follows:

- SOUTHWESTERLY by Bemis Street one hundred (100 feet);
- SOUTHEASTERLY by Lot 9, as shown on plan hereinafter mentioned, seventy and 86/100 (70.86) feet;
- NORTHEASTERLY by land of parties unknown sixty one and 6/100 (61.06 feet);
- SOUTHEASTERLY by said land of parties unknown six and 43/100 (6.43) feet;
- NORTHEASTERLY by lot 7, as shown on said plan, thirty eight and 95/100 (38.95) feet; and
- NORTHWESTERLY by lot 4, as shown on said plan, seventy five (75) feet.

All of said boundaries are determined by the Court to be located as shown upon plan numbered 856-C, drawn by O.M. Snell, Civil Engineer, dated May 1904, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed with Certificate of Title #120 in said Registry, and the above described land is shown as lots #6 and 8, sheet 1, on last mentioned plan.

MT 5
1-3 Bemis Street, Salem MA 01970

PARCEL #2

The land, situated in Salem, in the County of Essex, and Commonwealth of Massachusetts, bounded and described as follows:

SOUTHWESTERLY by Bemis Street fifty (50) feet;

NORTHWESTERLY by lots 3 and 2, as shown on plan hereinafter mentioned, seventy five (75) feet;

NORTHEASTERLY by lots 5 and 7, as shown on said plan, fifty (50) feet; and

SOUTHEASTERLY by lot 6, as shown on said plan, seventy five (75) feet.

All of said boundaries are determined by the Court to be located as shown upon plan numbered 856-C, drawn by O.M. Snell, Civil Engineer, dated May 1904, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed with Certificate of Title #120 in said Registry, and the above described land is shown as lot #4, sheet 1, on last mentioned plan.

This is non homestead property for the Trustee and any beneficiaries of the Trust, and there are no other person or persons who are eligible to claim an estate of homestead in the property, as it is unimproved land.

For title reference, see Deed of Joseph F Sullivan a/k/a Joseph F. Sullivan, Jr, and Louise S. Sullivan, dated June 11, 1997 and recorded as Document 331394 on Certificate of Title 68169 in Essex South District of Land Court.

Witness my hand and seal this 16th day of February, 2018

Lots 4, 6 and 8 Bemis Street Realty Trust

Joyce Sullivan, Trustee
By Joyce Sullivan, Trustee

Commonwealth of Massachusetts

Essex County

On this 16th day of February, 2018, before me, the undersigned notary public, personally appeared Joyce Sullivan, proved to me through satisfactory evidence of identification, which was AK Driver's Lic, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as Trustee of Lots 4, 6 and 8 Bemis Street Salem Realty Trust.

Elizabeth Ruel
Notary Public: Elizabeth Ruel
My commission expires: 4.6.18

EXHIBIT B

Letter From City Clerk Summarizing City Council Vote authorizing use of CPA funds

[Attached]

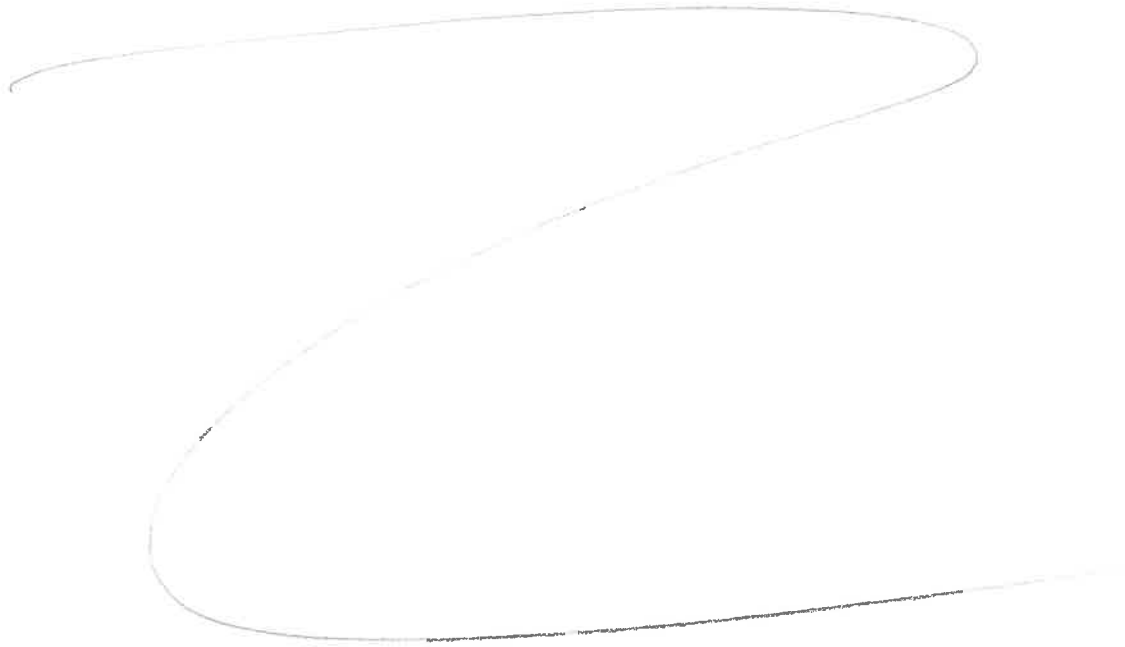


EXHIBIT B



CITY OF SALEM

In City Council,

December 7, 2017

Ordered:

That One Hundred Thousand Dollars (\$100,000.00) is hereby appropriated within the CPA Funds for FY 2018 to the accounts listed below in accordance with the recommendation of the Community Preservation Committee.

FY	Fund	Fund Name	Description	Org/Obj	Amount
2017	2001	GF CPA Budgeted Res	1-3 Bemis Street Acquisition	2001317-580642	10,032.97
2017	2001	GF CPA Fund Balance	1-3 Bemis Street Acquisition	2001317-580642	89,967.03
					100,000.00

In City Council December 7, 2017
Adopted
Approved by the Mayor on December 12, 2017

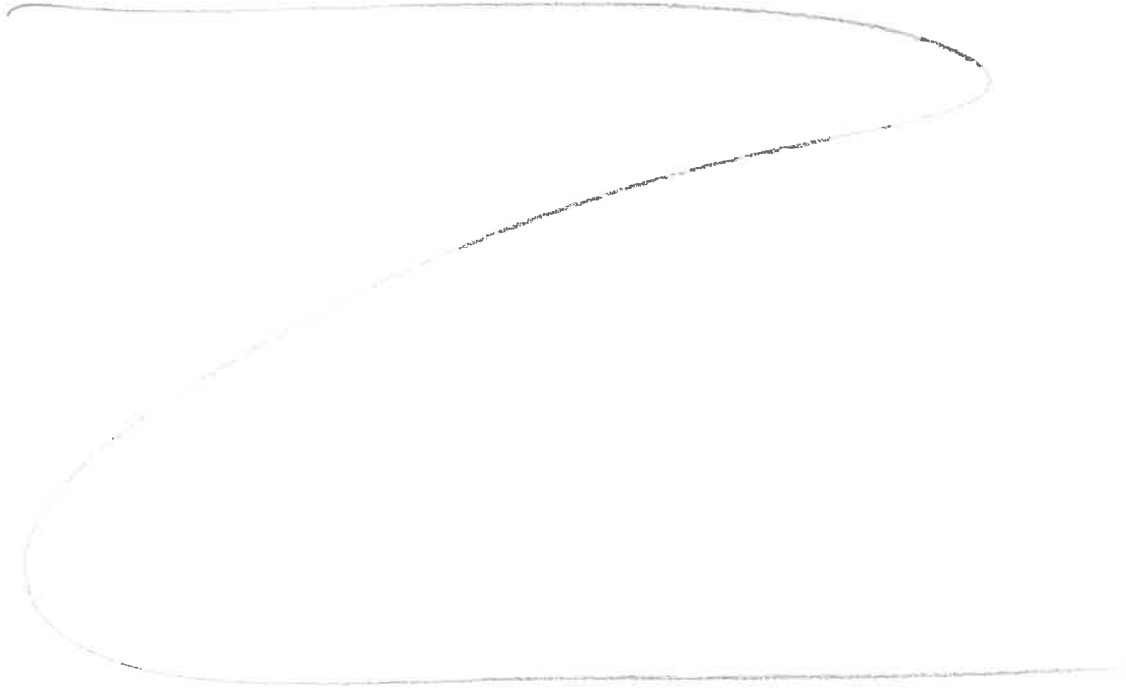
ATTEST:

Cheryl A. Lapointe
CHERYL A. LAPOINTE
CITY CLERK

EXHIBIT C

Copy of City Council Order Approving of the Conservation Restriction

[Attached]



City of Salem, Massachusetts
Office of the City Clerk

Ilene Simons
City Clerk



Room 1
City Hall

November 8, 2021

Ms. Jane Guy
Assistant Community Development Director
98 Washington Street
Salem, MA 01970

Dear Ms. Guy:

At a regular meeting of the Salem City Council, held on Thursday, October 28, 2021, the Council voted to approve the permanent Conservation Restriction for the two Bemis Street lots which were acquired with CPA funding to be part of Gallows Hill Park by a roll call vote of 10 yeas, 0 nays and 1 absent.

Yours truly,

Ilene Simons
ILENE SIMONS
CITY CLERK

ATTEST: