



January 3, 2023

**BY ELECTRONIC MAIL: [permitting@hamiltonma.gov](mailto:permitting@hamiltonma.gov)  
AND BY FIRST CLASS MAIL**

Hamilton Zoning Board of Appeals  
Hamilton Town Hall  
577 Bay Road  
Hamilton, MA 01936

Re: Application for Comprehensive Permit – Off Asbury Street, Hamilton

Dear Members of the Board:

As you know, this firm represents residents of the Village at Canter Brook Farm, a 55+ community that directly abuts the proposed 45-unit apartment project off of Asbury Street, which is the subject of a pending comprehensive permit application under General Laws Chapter 40B (the "Project"). This Project has been in permitting since last April, and yet there are still a number of public safety and environmental issues that are unresolved.

Of particular note, the Applicant intends to increase the size of the project area from 4.89 acres to 23.765 acres. The additional acreage (18.874 acres) is mostly wetlands, and is located to the west of the Project Site, north of Asbury Street and connected to the Project Site by a narrow 50-foot strip of land. The Applicant has stated that it no longer needs a waiver from the Groundwater Protection Overlay District bylaw, now that its total impervious area is less than 15% of the size of the Project Site (Section 9.1 of the Zoning Bylaw). Under Section 9.1.9(3), the Bylaw mandates that "any use that will render impervious more than fifteen (15) percent or twenty-five hundred (2,500) square feet of any Lot, whichever is greater" requires a special permit.

The Applicant has also apparently abandoned its plan to use the "facility aggregation plan" provisions of Title 5 (Section 15.216(5) of the state regulations, and the "Guidelines for Aggregation of Flows and Nitrogen Loading under 310 CMR 15.216,"). Rather, the Applicant intends to meet the Title 5 design flow regulations (maximum flow of 440 gallons per day, per acre in a Zone II wellhead protection area), by using the additional 18.875 acres of wetlands in the denominator. The additional 18.874 acres is encumbered by a Conservation Restriction held by Essex County Greenbelt Association, Inc., recorded with the Essex South Registry of Deeds on December 13, 1987 in Book 9339, Page 558 (copy attached as Exhibit A) (the "1987 Restriction"). This Restriction prohibits, among other things, "any development or other improvement for purposes of residential, commercial, industrial or institutional use." The Restriction was approved by the state Secretary of Environmental Affairs pursuant to G.L. c. 184, § 32, ensuring its enforceability in perpetuity.

It does not appear that any of our prior comments on site access (Letter dated August 3, 2022) have been addressed in the Project plan revisions.

We understand from comments made by the Town Planner that the Board is prepared to close its public hearing on January 4, 2022. Where significant, substantive issues remain, we strongly urge that the Board not close the hearing, but instead require the Applicant to address the outstanding issues describe below. If the Applicant refuses to address the open issues, the Board could then close the hearing and impose conditions on the comprehensive permit, requiring modifications to the design of the Project. I have identified the following most important outstanding issues.

A. Environmental Impacts

1. In the letter from Hancock Engineering dated October 26, 2022, the Applicant states that it is increasing the project area from 4.89 acres to 23.765 acres, but it has not provided, to our knowledge, any evidence of “site control,” such as a deed or a binding purchase and sale agreement that proves that the Applicant has the right to acquire this additional land. Proving site control is a jurisdictional prerequisite to maintaining a 40B application, and holding a comprehensive permit. **The Board should not close the hearing or issue a comprehensive permit unless and until proof of site control is provided to the Board.**
2. The Applicant has provided no evidence that the Essex County Greenbelt or the Secretary of Energy and Environmental Affairs has consented to the use of the 18.874 restricted acres for residential use.<sup>1</sup> This restriction is different from the one that encumbers the portion of the Project Site that contains the Project’s leaching fields – that restriction, dated October 29, 1993, was not executed by the Secretary of Environmental Affairs, and therefore does not require her approval. **The Board should not close the hearing or issue a comprehensive permit unless and until proof of consent to the use of the restricted area for the Project from Essex County Greenbelt and the Secretary is provided.**
3. On page 1 of the Hancock Letter, the Applicant states that by adding 18+ acres of wetlands to the Project Site, the Project “now adequately protects the Town’s drinking water supply under Title 5.” As a matter of science, this statement is incorrect. The 18+ acres of wetlands do nothing to reduce the threat of contamination posed by 9,900 gallons of wastewater per day in the aquifer serving Hamilton’s public water supply wells. The purpose of the Title 5 restriction of 440 gpd/acre of design flow is to limit density within wellhead protection areas. These 18+ acres of wetlands were going to remain undeveloped whether they were tacked onto the Project Site or not – construction on wetlands is severely restricted under the state Wetlands Protection Act (generally

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<sup>1</sup> The Department of Environmental Affairs has been changed to the Department of Energy and Environmental Affairs.

prohibiting any alterations in excess of 5,000 square feet), and this land is already subject to a perpetual Conservation Restriction. In short, the Applicant has proven nothing.<sup>2</sup>

In our letter of September 5, 2022, we urged the Board to require the Applicant to undertake a scientific analysis to measure the pollutant load from the 9,900 gpd of wastewater on the Town's groundwater resources, which should include a pollutant transport model. To date, no such analysis has been provided. **The Board should require, prior to closing the public hearing and for review by the Board's peer review engineers, a hydrogeological study demonstrating that the recharge of the Project's wastewater will have no adverse effect on the Town's groundwater resources.**

4. While the Project now technically meets the 15% impervious standard under the GPOD Bylaw, that does not mean that the Project protects the Town's groundwater resources. The GPOD Bylaw prohibits without a special permit any "[a]ctivities that involve the handling of toxic or hazardous materials in quantities greater than those associated with normal household use, permitted in the underlying district, except as prohibited herein." The term "toxic or hazardous materials" is defined as "[a]ny substance or mixture of physical, chemical or infectious characteristics posing a significant, actual or potential hazard to water supplies or other hazards to human health if such substance or mixture were discharged to land or water of the Town."

The wastewater discharge here will include significant concentrations and loads of nutrients (nitrogen and phosphorus). These nutrients cause eutrophication of surface waters and can result in harmful algal blooms (HABs) including cyanobacteria (which is a public health hazard). Additionally, recent studies throughout the Commonwealth are revealing that concentrated wastewater discharges contain contaminants of emerging concern (CECs) such as pharmaceuticals, flame retardants, and PFAS. These studies also indicate that PFAS is bioaccumulated in fish and shellfish.

A typical four-bedroom single-family home has a Title 5 design flow of 440 gpd of wastewater, which is discharged into the groundwater. The Project's design flow, 9,900 gpd, is exponentially greater, meaning an exponentially higher quantity of contaminants will enter the groundwater in a relatively small geographic area. Respectfully, this extreme quantity of contamination qualifies under your definition of "toxic or hazardous materials," as it poses a significant potential hazard to human health.

Under the GPOD Bylaw, "[t]he Zoning Board of Appeals shall not grant a Special Permit under this Section unless the petitioner's application materials include, in the Zoning Board of Appeals' opinion, sufficiently detailed, definite and credible information to support positive findings in relation to the standards given in this Section." Bylaw,

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<sup>2</sup> As we noted in our September 5, 2022 letter, if the Project was proposing to use "credit land" to satisfy Title 5's density requirement (440 gpd/acre), the credit land would have to be downgradient from the leaching fields, could not be used for agricultural purposes, and could not be wetlands. These requirements have a scientific justification, to fulfill the purpose of the density cap to limit wastewater flow and nitrogen loading volumetrically within a wellhead protection area. There is no rational reason for why the same requirements would not apply generally to 18+ acres apparently being added to the Project Site.

Section 9.1.9(11). The standard referred to is found in Section 9.1.9(3): “a system for groundwater recharge must be provided which does not degrade groundwater quality.” Again, no hydrogeologic study or pollutant transport model has been undertaken to demonstrate that the Project will not spoil the groundwater underneath the Site. **No comprehensive permit should be granted until the Applicant proves that its Project will do no harm under the GPOD Bylaw’s standard.**

B. Site Access Issues

5. We noted in our letter dated August 3, 2022 that the Project appears to lack sufficient intersection sight distance (“ISD”) under AASHTO standards for the proposed driveway on Asbury Street.<sup>3</sup> This intersection suffers from poor sight lines, attributable to a bend in the Asbury Street west of the driveway. As discussed in our prior letter, ISD is distinct from “stopping sight distance” (“SSD”), which we agree is not an issue here. SSD represents the sight distance needed for a driver on Asbury Street to see an object (such as an exiting vehicle) at the driveway and stop before potential collision. In contrast, ISD represents the sight distance needed for a driver exiting the Project driveway to see approaching vehicles and make a sound judgment on selecting a gap in the traffic flow that is safe to enter. As previously noted, the Applicant correctly used the 85<sup>th</sup> percentile speed measured in the field (**42 – 43 mph**) for the minimum required SSD and ISD, but inexplicably used a *lower* travel speed, **35 mph**, for the more critical *recommended* ISD. The available ISD at this driveway location is only **340 feet**; the *minimum recommended* ISD for **43 mph** is **at least 382 feet**. See, Table 9.9 from AASHTO, reproduced below.

Table 9.9. Design Intersection Sight Distance—Case B2, Right Turn from Stop

U.S. Customary				Metric			
Design Speed (mph)	Stopping Sight Distance (ft)	Intersection Sight Distance for Passenger Cars		Design Speed (km/h)	Stopping Sight Distance (m)	Intersection Sight Distance for Passenger Cars	
		Calculated (ft)	Design (ft)			Calculated (m)	Design (m)
15	80	143.3	145	20	20	36.1	40
20	115	191.1	195	30	35	54.2	55
25	155	238.9	240	40	50	72.3	75
30	200	286.7	290	50	65	90.4	95
35	250	334.4	335	60	85	108.4	110
40	305	382.2	385	70	105	126.5	130
45	360	430.0	430	80	130	144.6	145
50	425	477.8	480	90	160	162.6	165
55	495	525.5	530	100	185	180.7	185
60	570	573.3	575	110	220	198.8	200
65	645	621.1	625	120	250	216.8	220
70	730	668.9	670	130	285	234.9	235
75	820	716.6	720				
80	910	764.4	765				

<sup>3</sup> The AASHTO standards have been accepted by state Housing Appeals Committee in Chapter 40B appeals as minimum criteria for public safety. See, *Washington Green Development, LLC v. Groton ZBA*, HAC No. 04-09 (Sept. 20, 2005) (a project’s failure to meet minimum AASHTO sight distances represent a “public safety hazard” that, if unmitigated, would outweigh the need for affordable housing).

It is further noted that there are no public transportation options within walking distance of the Project Site, and there are no sidewalks at this location on Asbury Street. As such, the Project will be entirely auto-dependent.

6. Finally, we commented in our August letter that the Applicant's Traffic Study did not provide any scaled plans clearly showing the measured sight lines and ISD in both directions, including the "sight triangles" typically prepared with such documents. The Board's peer review engineering apparently just took the Applicant's word for the sight distance calculations, which is not an appropriate level of scrutiny.

**The Board should require the Applicant to provide scaled drawing supporting its calculations, and either re-design the Project's driveway intersection to meet the recommended ISD for 43 mph, or the Board should condition its comprehensive permit on a substantial reduction in density to minimize the occurrence of motor vehicle accidents. The Board could also require that a sidewalk be constructed along Asbury Street to at least Highland Avenue, as mitigation for the traffic and pedestrian safety concerns presented by the Project.**

C Landscaping and Trash Management

7. The proposed screening of the 45-unit apartment building from the neighboring Canter Brook neighborhood to the south and east is wholly inadequate. Based on the landscape plans, the Applicant appears to be relying on existing deciduous trees for screening. These trees are sparse, and deciduous, meaning that for half of the year there will be little screening in this area. The Applicant is proposing to install only a handful of new trees between the building and property line, and has not provided any elevation perspective drawings from abutting properties, leaving us and the Board to just speculate as to the visual impact of the Project on the direct abutters in the Canter Brook development.

Another potential issue of concern is light trespass. We're not aware of any photometric plan prepared by the Applicant, or peer reviewed by the Board. Given the close proximity of the Project to abutters, this plan should be prepared and peer reviewed before the public hearing is closed.

Light, sound and aesthetic impacts could be greatly mitigated by incorporating a dense screen of fast-growing evergreen trees and as a solid wood fence along the shared property boundary with Canter Brook – a split rail fence (shown on the plans) provides no screening/mitigation function. **The Board should require a revised landscape plan that provides these elements, while the hearing is still open, for peer review and review by impacted neighbors. If the Applicant declines, the Board could impose conditions on the permit that require a specific number of trees to be installed in all areas requiring natural screening. The number, species, size, and placement of such trees could be expressly specified.**

8. The site plans and architectural drawings indicate that trash containers will be rolled out to the driveway on the east side of the building. We expect that these containers will be

picked up and emptied on a regular basis by trash hauling trucks. It is inappropriate to locate this noisome activity so close to the only residential abutters – the Canter Brook development. **The Board should insist that the trash room and the trash container pick up area be re-oriented to the opposite side of Asbury Commons. The Board should also impose a condition that sets enforceable time-of-day restrictions on trash and recycling pick-up to avoid engine noise and exhaust at inappropriate hours.** Similarly, an unsightly utility or equipment storage area should not be located on the east side of the Project Site, unless the Applicant is agreeing to install a solid wood fence to screen this activity, as proposed above.

9. We also recommend that the Board impose a condition that requires the Project to be professionally managed, with regularly-updated contact information for the property management company provided to the Board and Town. This is particularly important for project like this that proposes a high level of density in close proximity to abutters, where inadvertent noise, light or air impacts can be very disruptive to neighbors.

Thank you for your attention to this important matter.

Very truly yours,

*/s/ Daniel C. Hill*

Daniel C. Hill

cc: Clients  
Hamilton Board of Health  
Ben Tymann, Esq.

**EXHIBIT A**

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& PLAN  
SEE PL. B. 234  
PL. 66

BOOK 9339PC558

SMM-6631M-12/10/87

66  
234

& PLAN

CONSERVATION RESTRICTION

The undersigned, RUTH ELLEN PATTON TOTTEN, of Hamilton, Essex County, Massachusetts, in consideration of one dollar (\$1.00) and other good and valuable consideration, hereby grants, without covenants, to ESSEX COUNTY GREENBELT ASSOCIATION, INC. a Massachusetts not-for-profit corporation having its principal office at 82 Eastern Avenue, Essex, Essex County, Massachusetts 01929, a Conservation Restriction on a parcel of vacant land containing 72.66 acres, more or less, located off Asbury Street in the Town of Hamilton, Essex County, Massachusetts ("the Restriction Area"), all as shown on a plan entitled " Plan of Land in Hamilton, Mass. -- Property of Ruth P. Totten", dated December 7, 1987, scale 1" = 200', drawn by Hancock Survey Associates, Inc., which plan will be recorded herewith as Exhibit A.

Said Ruth Ellen Patton Totten and her successors in title to the Restriction Area are hereinafter called the "Grantor" and Essex County Greenbelt Association, Inc. and its successors and assigns are hereinafter called the "Grantee".

WHEREAS, the Restriction Area is an open, natural and undeveloped parcel of land which is frequently used by others for hiking, horseback riding and bird watching;

WHEREAS, the Restriction Area directly abuts Bradley W. Palmer State Park to the north and is proximate to several other large tracts or publicly and privately held open space

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including Wenham Swamp to the south and Ipswich River to the west;

WHEREAS, the Restriction Area fronts on Asbury Street, classified by the Town of Hamilton as a "scenic road" pursuant to Section 15C of Chapter 40 of the General Laws of Massachusetts.

WHEREAS, the Restriction Area and surrounding areas with views of and from the Restriction Area are classified as "distinctive" and "noteworthy" landscapes under the Massachusetts Landscape Inventory, a survey of the Commonwealth's most scenic areas prepared and published by the Massachusetts Department of Environmental Management;

WHEREAS, the Restriction Area has been selected by the Town of Hamilton for inclusion in the Massachusetts Bay Circuit, as most recently established by the Massachusetts Department of Environmental Management pursuant to Chapter 631 of the Acts of 1956;

NOW, THEREFORE, in order to protect and preserve the Restriction Area in perpetuity for conservation purposes, and thereby provide significant scenic, aesthetic, scientific, educational and recreational values to the public generally, the Grantor hereby conveys to the Grantee a Conservation Restriction within the meaning of Chapter 184, Sections 31 through 33 of the General Laws of Massachusetts.

The terms of this Conservation Restriction are as follows:

1. Prohibited Activities. Except as otherwise herein provided, or expressly permitted by the Grantee in writing, the

Grantor shall not conduct or carry out nor permit others to conduct or carry out any of the following activities on the Restriction Area:

- (a) Construction or placing of any buildings, mobile homes, roads, signs, billboards or other advertising, utility poles and wires or other structures (temporary or permanent) on or above the ground;
- (b) Dumping or placing of soil or other substances on the ground as landfill, or dumping or placing of vehicle bodies or parts, junk, trash, solid or chemical waste or unsightly or offensive materials;
- (c) Excavation, dredging or removal of loam, peat, sand, gravel, soil, rock or other mineral substances or natural deposits in such manner as to alter the surface topography of the Restriction Area;
- (d) Any development or other improvement for purposes of residential, commercial, industrial or institutional use;
- (e) Use of motorized vehicles of any nature or kind (including but not limited to cars, trucks, motorcycles, all-terrain vehicles and skimobiles), except such as may be necessary in the exercise of the Grantor's reserved rights or for property maintenance, security patrol or to fight fire;
- (f) Activities detrimental to flood control, water or soil conservation or erosion control; or

(g) Other acts or uses which in the reasonable opinion of the Grantee are detrimental to preservation of the Restriction Area in an open and undeveloped condition.

2. Reserved Rights. Notwithstanding anything contained in Paragraph 1 above, the Grantor reserves for herself and her successors in title the right to conduct or permit the following activities in the the Restriction Area, subject to all applicable laws then in effect:

(a) All forms of agriculture, silviculture, horticulture, and floriculture, as commonly construed, on a commercial basis or otherwise, including but not limited to the following:

- (i) the cultivation and harvesting of crops, flowers, berries, hay and other plant products and the production of compost materials in accordance with recognized natural resource conservation and farm management practices;
- (ii) the cultivation and harvesting of timber, firewood and other wood products in accordance with recognized natural resource conservation and forest management practices;
- (iii) the raising and grazing of livestock in accordance with recognized natural resource conservation and animal husbandry practices;
- (iv) hunting and trapping of wildlife; and
- (v) the making of non-structural improvements, including but not limited to the erection of

fences and creation of open water ponds, in furtherance of the foregoing activities.

- (b) The maintenance of the Restriction Area including, without limitation, the planting, selective cutting and pruning and periodic mulching with organic matter of trees, shrubs, brush or other vegetation to improve the scenic view and to implement disease prevention measures, provided all such cut vegetation shall be removed promptly from the Restriction Area;
- (c) The installation, maintenance, replacement and use of underground utilities, for the transmission of water, sewage, gas, telephone, electricity and other such utilities, provided that the area served by such utilities shall be limited to the Grantor's remaining land, and provided further that the surface of the Restriction Area shall be restored to the same condition that it was in prior to the disturbance thereof;
- (d) Activities designed to enhance the ecological, scenic, or natural historical values of the Restriction Area, or to enhance the awareness of such values, including but not limited to the creation of footpaths, the placement of informative signs, benches, small shelters and the like; and
- (e) Such other activities as are consistent with the purposes of this Conservation Restriction.

3. Access by Grantee. The Grantee through its duly designated officers, directors, members, employees or agents shall have the right to enter the Restriction Area at reasonable times and in a reasonable manner for the purpose of inspecting the Restriction Area, ensuring compliance with the terms of this Conservation Restriction and preventing, abating or remedying any violations thereof. Grantee hereby agrees to save Grantor harmless and to indemnify her from all injury, loss, claims, and damage to any person or property arising from the exercise by Grantee, or any person acting by, through or under Grantee, of any rights granted by this instrument, unless arising from any omission, fault, negligence or other misconduct of Grantor.

4. Use By Others. Except as provided in the foregoing paragraph, no rights to enter the Restriction Area are granted hereby to the Grantee, the public generally, or to any other person. Notwithstanding the above, the Grantor recognizes that certain trails located within the Restriction Area are presently used by other persons to pass and repass by foot, horseback, snowshoe and cross country ski for purposes of quiet outdoor recreational and educational activities. Grantor hereby consents to the continuance of such activities, provided: (a) that any such activity shall be limited to daylight hours only; (b) that all such activities shall be confined within the limits of established trails; (c) that no

motor vehicles of any kind shall be permitted; (d) that no hunting, trapping or discharge of firearms shall be conducted; and (e) that no activity of a commercial nature shall be allowed. The Grantor hereby reserves the right (i) to periodically post the Restriction Area against entry and take such other measures as are necessary and appropriate to prevent the ripening of prescriptive rights in the Restriction Area, and (ii) to alter the location of existing trails within the Restriction Area, provided that as so relocated, access to and passage through the Restriction Area is not substantially impaired. To the extent permitted by law, the Grantor and the Grantee hereby expressly disclaim any duty to maintain the Restriction Area or warn persons who may enter upon the same.

5. Assignment by Grantee. The benefits of this Conservation Restriction shall be deemed to be in gross and the Grantee and its successors and assigns shall have the right to assign its right, title and interest hereunder to a governmental unit within the using of Section 170(c)(1) of the Internal Revenue Code or to a "qualified organization" as defined in Section 170 (h)(3) of the Internal Revenue Code provided that, as a condition of such assignment, the assignee is capable and committed to hold this Conservation Restriction and to enforce its terms for conservation purposes.

6. Representations of Grantor and Grantee. Grantor represents that she is the sole owner of the Restriction Area and that there are no prior easements, reservations, restrictions, mortgages or other encumbrances or record

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affecting the same. Grantee represents that it is a not-for-profit corporation, that it has a perpetual existence, that it is organized and operated for the purpose of preserving and conserving natural resources, natural habitats, environmentally sensitive areas and other charitable, scientific and educational purposes, that it has both the necessary funds and commitment to hold this Conservation Restriction exclusively for conservation purposes in perpetuity and to enforce its terms, and that it qualifies as a "Qualified Organization" as that term is defined in Section 170(h)(3) of the Internal Revenue Code of 1954, as amended.

7. Required Notifications. Grantor shall notify Grantee in writing before conveying the Restriction Area, or any part thereof and before exercising any right reserved to her hereunder which may adversely affect the conservation interests associated with the grant of this Conservation Restriction. Grantee shall notify the Grantor in writing in the event that it assigns this Conservation Restriction.

8. Eminent Domain. In the event that all or any portion of the Restriction Area is taken by eminent domain or judicial proceedings in the nature of eminent domain so as to extinguish the restrictions imposed hereunder, the Grantor and Grantee shall fully cooperate in such proceedings to recover the full value of the interests taken and all incidental or direct damages resulting from the taking. All expenses incurred by the Grantor and the Grantee in such action shall be paid out of the recovered proceeds. The remaining recovered proceeds

(including, for purposes hereof, proceeds from any lawful sale of the property unencumbered by the restrictions hereunder) shall be distributed to the Grantor and the Grantee in shares proportional to the fair market value of their interests in the Restriction Area on the date of execution of this Conservation Restriction. For this purpose, the Grantee's interest shall be the amount, expressed as a percentage interest, by which the fair market value of the restricted land immediately prior to the execution of this Conservation Restriction is reduced by the restrictions imposed hereby. The Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth herein.

9. Binding Effect; Enforcement. The burdens of the Conservation Restriction shall be deemed to run with the Restriction Area and shall be enforceable against the Grantor and her successors in title in perpetuity. This Conservation Restriction shall be in addition to and not in lieu of any other restrictions or easements of record affecting the Restriction Area. Nothing contained in the Conservation Restriction shall impose on the Grantee any duty to maintain or require that the Restriction Area be maintained in any particular state or condition, notwithstanding its acceptance hereof.

In the event that a breach of this Conservation Restriction by the Grantor or by a third party comes to the attention of the Grantee, the Grantee shall notify the Grantor in writing of such a breach. The Grantor shall, within 30 days after receipt



of such notice, undertake actions reasonably calculated to cure the conditions constituting such a breach. If the Grantor fails to take such corrective action, the Grantee may at its discretion undertake any and all actions reasonably necessary to cure said breach. In addition, the Grantee shall have the right to enforce this Conservation Restriction by proceedings at law or in equity. In the event a court of competent jurisdiction decrees that the Grantor is responsible for a breach of this Conservation Restriction, the Grantor shall bear the cost of corrective action, including repair or restoration as appropriate, and shall reimburse the Grantee for legal fees incurred in the enforcement of this Conservation Restriction.

10. Recording; Effective Date. This Conservation Restriction may be recorded prior to approval thereof by the Selectmen of the Town of Hamilton and by the Secretary of Environmental Affairs, or either of them and, if so recorded, shall be re-recorded when such approvals have been obtained. Such approvals shall be effective as of and shall relate back to the date of this instrument.

Inasmuch as there is no monetary or other consideration of substance for this Conservation Restriction, no Massachusetts documentary stamps are affixed hereto.

IN WITNESS WHEREOF, the said Ruth Ellen Patton Totten has hereunto set her hand and seal this 13<sup>th</sup> day of December, 1987.

Ruth Ellen Patton Totten  
Ruth Ellen Patton Totten

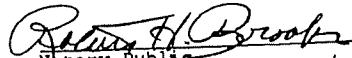
BOOK 9339PG568.

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

December 17, 1987

Then personally appeared before me the above-named Ruth Ellen Patton Totten and acknowledged the foregoing instrument to be her free act and deed.

  
Notary Public  
My commission expires: 4/2

Essex County Greenbelt Association, Inc. hereby accepts this Conservation Restriction and agrees to be bound by its terms.

Essex County Greenbelt Association, Inc.



Date: \_\_\_\_\_

By: \_\_\_\_\_  
hereunto duly authorized

BOOK 9339PC569

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

December \_\_, 1987

Then personally appeared before me the above-named Ruth Ellen Patton Totten and acknowledged the foregoing instrument to be her free act and deed.

\_\_\_\_\_  
Notary Public  
My commission expires:

Essex County Greenbelt Association, Inc. hereby accepts this Conservation Restriction and agrees to be bound by its terms.

Essex County Greenbelt  
Association, Inc.

Date: December 14 1987

By: Christine French, President  
hereunto duly authorized

BOOK 9339PG570

APPROVAL BY SELECTMEN-TOWN OF HAMILTON

We, the undersigned Board of Selectmen of the Town of Hamilton, Massachusetts, hereby certify that we approve the foregoing Conservation Restriction for the preservation of the natural and scenic resources of said Town pursuant to G.L. c. 184, Section 32.

Date: Dec 14, 1987

Lee H. Proulx  
Mayor

APPROVAL BY SECRETARY OF ENVIRONMENTAL AFFAIRS

The undersigned Secretary of the Executive Office of Environmental Affairs, Commonwealth of Massachusetts, hereby certifies that he approves the foregoing Conservation Restriction pursuant to G.L. c. 184, Section 32.

Date: Dec 22, 1987

James Harte  
Secretary of Environmental  
Affairs