

established by the Land Management Committee with input from the Towns and the appropriate office of the Commonwealth of Massachusetts.

Appendix D shall be revisited each year by the Land Management Committee, and shall be updated as needed and as circumstances require. The timing of any significant work can therefore be predicted to coincide with the budgetary cycles of both Towns to allow for consideration of adequate funding for this property.

#### V. Management Costs

- A) Sources of funding may be obtained as deemed necessary by the Land Management Committee with the approval of both the Barnstable Town Manager and Mashpee Town Manager.
- B) All major land management costs will be divided equally between the Town of Barnstable and the Town of Mashpee.
- C) The Land Management Committee shall prepare, with the assistance of the Towns' Accountants, an annual statement of expenditures which shall be submitted to both the Mashpee Town Manager and the Barnstable Town Manager.
- D) The Town of Mashpee will administer all financial functions and pay all bills on a current basis. The Town of Barnstable shall reimburse Mashpee for one half the management costs. Funding sources other than appropriated town funds will be shared equally by the two towns annually.

In witness Whereof, the authorized representatives of the parties have set forth their hands and seals on the dates written below.

Carol A. Shuman

\_\_\_\_\_  
Town Manager, Barnstable

John J. Carolane

[Signature]  
[Signature]  
[Signature]

The Towns of Mashpee and Barnstable

Land Management Agreement

for

Santuit Pond Preserve

Date: October 26, 2018

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## I. History of Santuit Pond Preserve

Comprised of over 280 acres of forest and wetlands alongside the 172 acre Santuit Pond, the Santuit Pond Preserve incorporates property from the towns of Barnstable and Mashpee Massachusetts. MA Division of Fisheries purchased a conservation restriction on the parcel after it was not developed commercially and cranberry production halted. The land provides protected habitat for fish and wildlife conservation and passive public recreation on over three miles of walking trails. Habitats include pine-oak forest, beech-holly forest, maple swamps, wet meadows and vernal pools. Rare animals include the Eastern box turtle, spotted turtle, spotted salamander and worm-eating warbler. Santuit Pond is the headwaters of the Santuit River flowing to Popponessett Bay. River herring, alewives, brook trout and American eel run up the stream to the pond via the fish ladder completed with federal funding through the Cape Cod Water Resources Grant Program in 2013. Most of the wetlands served as cranberry bogs into the 1990s when they were abandoned. The sand pits, access roads, dikes, and flumes are all remnants of that commercial use. The property is maintained by both towns as well as volunteer stewards. Since its purchase in 2002 significant work has been done to the property, which this management plan seeks to continue. This work has included removal of potentially hazardous structures, clearing and widening trails, work on clearing and maintaining the Santuit River, construction of a footbridge and installation of trail markers and stairs at several sites.

### *History of Land Acquisition:*

In 2002, the land comprising the Santuit Pond Preserve was jointly acquired by the towns of Mashpee and Barnstable, with a significant role in funding and direction provided by the Commonwealth of Massachusetts, preventing its development as a golf course as was previously planned. The cost of the parcels comprising Santuit Pond Preserve to the towns was \$9.15 million, of which \$3 million was contributed by the state. The parcels also featured several cranberry bogs, all of which have been closed commercially and are in different states of succession. Portions of the infrastructure for the bogs has been removed while some of it still remains at the site.

### *Fish Weir and Dam Reconstruction:*

In February 2008 the Massachusetts Office of Dam Safety issued a certificate of Non-Compliance and Dam Safety Order over the currently existing dam and fish ladder on the property, finding it to be in poor condition and a potential hazardous structure. A plan was drawn to replace the old fish passageway with a concrete pool and weir structure to improve both the safety of the structure as well as aid in rehabilitating the native diadromous fish populations. In 2010 construction began on replacing the dam and fish weir. The project cost \$500,000, and

Barnstable and Mashpee shared the expense jointly, with a portion of the funding coming from a \$5 million economic stimulus package. This project was funded through the Cape Cod Water Resource Restoration Project and the new fish ladder and dam were completed in 2013.

#### *Changes to Open Space Funding:*

Since the Santuit Preserve/Cape Club land was acquired, the Open Space land program, which was in place in 2002, has evolved into other programs that continue to achieve land preservation and protection, but operate differently. State and local laws and regulations have continued to shape the land preservation and management efforts in order to preserve open space

#### *Trails and Paths:*

Since the acquisition of the property in 2002, a system of trails and pathways have been maintained and enhanced in both Mashpee and Barnstable. Trail maps will be developed between the Town Towns on a regular basis and will be available to the public. The Committee assigned to oversee this property will evaluate the expansion of any trails as required.

#### *Loss of Cranberry Bogs:*

The Towns issued a Request for Proposals for the lease of certain identified cranberry bogs to farmers for organic farming. The timing of this issuance was to make sure that the bogs could be put back into production. However, the timing of the RFP on the heels of a down turn in the cranberry crop made the growing of organic cranberries an economic challenge. Coupled with the difficult certification process for having crops become certified as organic, the prospect to many farmers was two to five years of poor returns before they could financially make these bogs turn a profit. This led to the failure to secure a farmer for the bogs. Since that time, the bogs have been left to grow naturally and early successional growth has started to take hold. Some invasive species such as phragmites and gray willow have also been established and will need to be managed.

#### *Vandalism:*

The existing buildings that are on the property continue to be the target of vandalism. There are structures associated with the farming of the property still remain. While some of this vandalism is visually undesired, it is mostly harmless. Painting graffiti on the sides of buildings and signs is a nuisance that can be addressed relatively easily. However, other forms of vandalism including breaking into the buildings, setting them on fire, stealing or removing signs, and damaging other improvements can cause more difficult issues. Eventually, the structures require removal which is an expense to the Towns. Some of the structures have been removed already

due to these issues, but several still remain as potential targets for vandalism and are being addressed.

#### *Illegal Dumping:*

As with many open properties, a continuous challenge is illegal dumping. Through signage, surveillance and citizen's efforts, this issue has become manageable and has improved. There are yellow gates and boulders throughout the perimeter of the Preserve to manage and prevent access. While debris can be managed with staff and equipment, the greater concern is the potential for hazardous materials to be dumped that cause an expensive cleanup or result in the contamination of the Santuit Pond Preserve. The towns may wish to consider installation of surveillance cameras to manage illegal dumping at parking areas.

#### *ATV and Motor Bike Issues:*

From the inception of the management effort after the land was purchased, the issue of All Terrain Vehicle (ATV) use, motorized dirt bikes and other Off Road Vehicles (ORV) on the property has been a particularly difficult challenge to manage. Despite coordinated efforts between the Towns of Mashpee and Barnstable the riders are keenly aware of and use the town lines as a means to escape between the Towns to avoid being caught. The issues associated with this type of use continue to challenge expectations for the management of the property. The dirt bikes and ATVs have added to the effects of drainage and run off on hills where their wheels have dug deep ruts into certain areas. These ruts become areas where concentrated run off will further carve away hills and slopes. In some areas riders have cut new paths around traditional deterrents. New paths around yellow gates and through wooded sections of the perimeter allow for unfettered access into the preserve. Efforts to block these new paths typically result in the additional loss of vegetation as riders tend to clear new paths around any form of blockade. An increase in responsible user presence could be an effective deterrent to ATV/ORV usage in the future.

#### *Budget for Addressing Erosion, Enhancements, Trail Maintenance, etc.:*

The priorities for managing this property are a challenge for all three ownership entities; Mashpee, Barnstable and the State of Massachusetts. As the public pushes for more open space preservation and conservation of these lands from development, the costs to actively manage these accumulating properties is often overlooked. Once the Towns or State own the land, regular maintenance, management, cleanup, proactive clearing, forestry and simple monitoring becomes more and more expensive. Available resources are naturally stretched and there is active competition for grants. With the acceptance of a land management plan and a prioritized maintenance schedule, all parties will know their duties and be able to develop funding and volunteer efforts to maintain the Preserve.

## II. Management Agreement for Santuit Pond Preserve

This agreement is entered into by and between the Towns of Barnstable and Mashpee and the Commonwealth of Massachusetts Division of Fisheries and Wildlife in order to provide for the administration of the property further described in Appendices A, B, C, and D. In consideration of the mutual covenants provided herein and other valuable consideration, the parties agree as follows:

### I. Purpose of the Management Agreement:

The purpose of the plan is to provide a framework for the administration of the Santuit Pond Preserve.

- A) This document will be kept by the Town of Barnstable and the Town of Mashpee and the appropriate governmental segment of the Commonwealth of Massachusetts as assigned as a permanent record of the agreement on the management of the Santuit Pond Preserve.
- B) All amended versions of this document will be sent to the Board of Selectman of Mashpee, the Town Manager of Barnstable, the Town Clerks of both Towns and the Massachusetts Division of Fisheries & Wildlife.

### II. Property Use Requirements:

The property must be kept consistent with the purposes for which it is held as set forth in the Appendices, rules and regulations promulgated, unless otherwise lawfully amended.

- A) The property must be open to entry and use in accordance with the rules and regulations in furtherance of its purposes.
- B) Discrimination on the basis of residence, race, color, national origin, religion, disability or sex is prohibited. When there is no fee charged for residents, fees may not be charged for nonresidents. The prohibition against fees or other access limiting systems may be waived by the secretary or his/her designee where the applicant can justify said system or demonstrate an inability to adequately manage or maintain the property.
- C) Requirements as defined in Appendix B (Department of Fisheries and Wildlife Conservation Restrictions).

### III. The Land Management Committee

A) A five (5) person Land Management Committee comprised of the following members will recommend policies, guidance and oversight for the management of Santuit Pond Preserve, subject to the provisions and reservations of Sections II and III.

- One Barnstable resident appointed by the Barnstable Town Manager
- One current Barnstable employee appointed by the Barnstable Town Manager
- One Mashpee resident appointed by the Mashpee Town Manager
- One current Mashpee employee appointed by the Mashpee Town Manager
- One appointee from the Massachusetts Division of Fish and Wildlife

In the event of a vacancy, the respective appointing authority shall select a new member within 90 days of the vacancy. In the event that an appointed town employee is no longer employed with the town, they shall no longer serve on the committee.

B) Committee Member Terms:

- a. Massachusetts Division of Fisheries & Wildlife As appointed by the Commonwealth of Massachusetts. Term effective July 1<sup>st</sup>.
- b. Mashpee Town Manager's appointed citizen, for a period of two (2) years. Term effective July 1<sup>st</sup>.
- c. The employee of the Town of Mashpee shall serve at the pleasure of the Mashpee Town Manager.
- d. Barnstable Town Manager's appointed citizen, for an initial period of three (3) years. Term effective July 1<sup>st</sup>.
- e. The employee of the Town of Barnstable shall serve at the pleasure of the Barnstable Town Manager.

In appointing the citizen members of this committee on a staggered basis, the goal is to have them come up for reappointment on alternate years. In this way the committee avoids having two new citizen members starting at the same time.

C) Responsibilities of the Land Management Committee shall include but not be limited to:

1. Enforcing the provisions of allowed and prohibited land uses.
2. Approving construction and maintenance of trails, signage, parking, forest management, fire prevention and control.
3. Preparing an annual State of the Land Report for inclusion in the Annual Town Reports.
4. Approving use of site for educational and recreational events.
5. Seeking and administering Grants through one or both Municipalities.



6. Creating and updating site description and wildlife inventory as applicable.
- D) Recommendations by the Land Management Committee to the Mashpee Board of Selectmen and Barnstable Town Manager shall include but not be limited to:
1. Setting land use policies consistent with all provisions of this document including the Appendices.
  2. Hiring or engaging of contractors or volunteers to implement all of the above management practices.
  3. Preparing annual budget requests and accounting for all expenses.
- E) The Land Management Committee shall maintain a log of repair and trail work, warning signs put up, and citizen reports responded to, etc. Copies of these logs will be submitted to the Mashpee Town Manager and Barnstable Town Manager.
- F) The Land Management Committee will meet at least once annually to review the Land Management Plan and consider policy issues that may arise. The Land Management Committee shall be considered a public body and shall comply with all Open Meeting Laws and Conflict of Interest Laws. All meetings shall be posted and open to the public. The public will have a chance to speak and minutes will be taken. Copies of all minutes will be held by the respective Town Clerks.
- G) One or more members will be required to walk the land a minimum of four (4) times a year and document said activity and submit it to the Land Management Committee. It is suggested that annually all members of the Land Management Committee perform a site visit and do a joint assessment of the Santuit Pond Preserve.
- H) The Land Management Committee may recommend amendments to this plan for approval and adoption by both the Mashpee Board of Selectmen and the Barnstable Town Manager.

#### **IV. Land Management**

All Land Management activities will conform to all provisions of this Agreement, the Appendices, and the rules and regulations promulgated pursuant to this Agreement.

- A. The following acts and uses are prohibited on the premises:
1. Drinking alcoholic beverages.
  2. Construction or placing of any new (other than replacement) building, tennis court, landing strip, mobile home, swimming pool, fences, asphalt or concrete pavement other than for permitted parking, sign, bill board or other advertising display, antenna, utility pole, conduit, line or other temporary or

- permanent structure or facility on, below, or above the premises, except as required for water supply and treatment purposes.
3. Mining, excavating, dredging or removing from the premises soil, loam, peat, gravel, sand (except pursuant to any sand removal rights of record at the time of acquisition), rock or mineral resource or natural deposit.
  4. Placing, filling, storing or dumping on the premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever or the installation of underground storage tanks.
  5. Cutting, removing or otherwise destroying trees, grasses or other vegetation inconsistent with the provisions set forth in the appendices.
  6. Building of campfires is prohibited. Control burns for noxious vegetation removal is permissible with proper permitting and approval.
  7. Any other use of the premises or activity, which would materially impair conservation interests unless necessary for the protection of the conservation interests.
  8. Any motorized vehicles except as permitted below.

B. Exceptions to otherwise Prohibited Acts and Uses:

- 1) Unpaved trail maintenance to preserve the present conditions of the premises.
- 2) Erection of signs by the Land Management Committee to educate the public about the conservation values protected and any limitation relating to public access.
- 3) Use of motorized vehicles and equipment for maintenance or protection as approved by the Land Management Committee, or acquired under previously recorded easements.

C. Allowable uses:

1. All people are welcome to enjoy themselves without charge in this preserve of the Towns from ½ hour before sunrise until ½ hour after sunset.
2. Passive recreation and low impact uses are allowed, including, but not limited to activities such as hiking, cross country skiing, picnicking, mountain biking and environmental education programs by schools and non-profit organizations subject to further regulation by the Land Management Committee.
3. Fishing and hunting will be allowed subject to all applicable State and Mashpee/Barnstable Town regulations as amended and current.
4. All uses as described in the Appendices.

D. Courses of Action:

To aid in the development of the Santuit Pond Preserve, courses of action over two, five and ten years shall be created as a framework for work to be done on the property in the short and long term. The 2/5/10 year plans and goals will be

Appendices attached:

Appendix A - Orders of Taking

Appendix B - Commonwealth of Massachusetts Department of Fisheries,  
Wildlife, and Environmental law Enforcement -- Consensual  
order of Taking of Conservation Restriction

Appendix C - Site Description/Maps

Appendix D - 2/5/10 improvement framework

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A list of the acquisition documents and significant project documents will be appended to this management plan in a list format and stored at both the Town of Barnstable and the Town of Mashpee. It will be updated periodically or as needed and will be provided to the three parties that make up this agreement.

COMMONWEALTH OF MASSACHUSETTS

Barnstable County, ss.

TOWN OF MASHPEE

ORDER OF TAKING

At a regularly convened meeting of the Board of Selectmen of the Town of Mashpee (hereinafter "Town") held this 17th day of June, 2002 it was voted and ordered:

The Board of Selectmen of the Town, duly elected, qualified, and acting as such, on behalf of the Town and by virtue of and in accordance with the authority of the provisions of Chapter 40, Section 14 and Chapter 79 of the General Laws, as amended, and by virtue of the vote under Article 5 of the Special Town Meeting held on March 4, 2002 and of any and every other power and authority which is hereunto in any way enabling, does hereby take for the purposes set forth in the Cape Cod Land Open Space Land Acquisition Program established under Chapter 293 of the Acts of 1998 as amended by Section 211 of Chapter 127 of the Acts of 1999 an undivided one-half interest in the fee in the land located in Mashpee and Barnstable, Barnstable County, Massachusetts described as follows:

See Exhibit A attached hereto and made a part hereof

said land to be held for conservation and passive recreation purposes in the care and custody of the Conservation Commission pursuant to Massachusetts General Laws Chapter 40, Section 8C.

Any and all trees and structures upon the land are specifically included in this taking.

Said land is owned or supposed to be owned by

- a) Daniel L. Hostetter
- b) Cotuit Golf Development Company, LLC
- c) Daniel L. Hostetter, Trustee of Town Line Realty Trust u/d/t recorded with Barnstable County Registry of Deeds in Book 12263, Page 214
- d) Robert M. Birmingham, individually and as Trustee of Wakeby Realty Trust u/d/t recorded with said Deeds in Book 12263, Page 224
- e) Timothy Neher, Trustee of Jonathan's Hollow Realty Trust u/d/t recorded with said Deeds in Book 12263, Page 219
- f) Robert M. Birmingham, ~~individually~~ and as Trustee of Old Republic Realty Trust u/d/t recorded with said Deeds in Book 12667, Page 41
- g) Priscilla M. Hostetter, individually and as Trustee of Watersedge Trust u/d/t recorded with said Deeds in Book 4425, Page 283

MASHPEE Route 130  
BARNSTABLE SANTIAGO-NEWTOWN RD  
See Plan Book 574 PAGE 66

If the name of the Owner is not correctly stated, the name of the supposed Owner being given as of this Order of Taking, it is understood that in such instance the land referred to is owned by an owner or owners unknown to us.

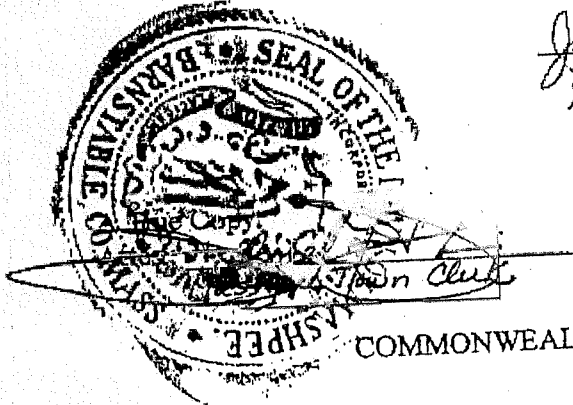
For damages sustained by the following Owners and their property by reason of the foregoing taking, and in accordance with the provisions of M.G.L. Chapter 79, Section 6, as amended, the following award is made. The Town reserves the right to amend the award at any time prior to the payment thereof for good cause shown. The award hereby made is set forth in annex "A" which annex "A" is not to be recorded in the Registry of Deeds with this Order of Taking.

No betterments are to be assessed under this Taking.

IN WITNESS WHEREOF, we, the duly elected and qualified Selectmen of the Town of Mashpee have hereunto set our hands this 17<sup>th</sup> day of June, 2002.

BOARD OF SELECTMEN  
TOWN OF MASHPEE

Wayne E. Taylor, Chairman  
George J. Gump  
John J. Capalane  
Richard E. Mart

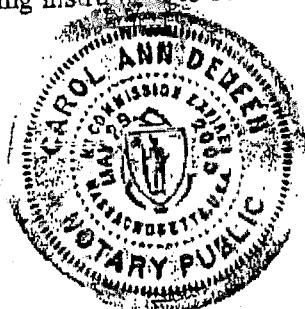


Barnstable County, ss.  
2002

COMMONWEALTH OF MASSACHUSETTS

6/17/02

Then personally appeared the above named Wayne E. Taylor, Selectmen as aforesaid and acknowledged the foregoing instrument to be the free act and deed of the Town of Mashpee, before me



Carol Ann Denean  
Notary Public  
My commission expires: May 29, 2009

EXHIBIT A

The land in the Towns of Barnstable and Mashpee, Barnstable County, Massachusetts, bounded and described as follows: as shown on a Plan of Land entitled "Perimeter Plan of Land Location: Santuit-Newtown Rd. Barnstable (Marstons Mills), MA & Mashpee Prepared for Cotuit Golf Development Company, LLC, et al., Scale 1" = 400' Dated May 21, 2002, Weller & Associates, 1645 Falmouth Rd., Suite 4C, Centerville, MA 02632," with the exception of that portion labeled "N/F/ Souza," which Plan is recorded herewith.

*PLAN BOOK 574 PAGE 66*

Also the land on Great Hay Road in Mashpee (Assessors Map 51, Lot 5).

As more particularly described: all or a portion of certain parcels of land shown on the 2000 Mashpee Assessors' Maps as Map 30, Blocks 88, 138, 139 and 140 and the land contained in the layouts of the "paper" streets known as Wimbledon Way and Racquet Drive, Map 31, Block 1, Map 37, Block 55, Map 38, Blocks 1, 5, 6, 7, 9, 10, and 25, Map 47, Block 21 and Map 51, Block 5 not shown within the perimeter on said plan, as well as those parcels of land shown on the Town of Barnstable Assessors' Maps as Map 11, Parcels 1, 2, and 3, Map 12, Parcel 8 and Map 26, Parcels 1, 40-1, 41, 42 and 46 and the land contained in the layout of the "paper" street known as Wimbledon Way, along with those portions of adjacent street layouts which are appurtenant to any of said parcels.

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

Office of the Assistant Town Manager  
of the Town of Barnstable

ORDER OF TAKING BY EMINENT DOMAIN OF LAND  
IN BARNSTABLE AND MASHPEE, BARNSTABLE COUNTY, MASSACHUSETTS  
FOR ALL PURPOSES SET FORTH IN THE CAPE COD OPEN SPACE LAND  
ACQUISITION PROGRAM, C. 293 OF THE ACTS OF 1998  
AS AMENDED BY SECTION 211 OF CHAPTER 127 OF THE ACTS OF 1999

I, JOELLEN J. DALEY, being the duly appointed and qualified Assistant Town Manager of the Town of Barnstable, a municipal corporation located in the County of Barnstable and Commonwealth of Massachusetts, having an address of 367 Main Street, Hyannis, Massachusetts acting under authority granted to me pursuant to Chapter 40, Section 14 of the General Laws of Massachusetts and acts and amendments thereof and in addition thereto, Chapter 79 of the General Laws of Massachusetts and acts and amendments thereof, Order No. 2002-091 of the Barnstable Town Council passed on May 2, 2002, and of any and every other power and authority which is hereunto in any way enabling, having complied with all of the preliminary requirements prescribed by law, do hereby ADOPT and DECREE this order of Taking and do hereby TAKE by eminent domain as above set forth on behalf of the Town of Barnstable, for all purposes set forth in the Cape Cod Open Space Land Acquisition Program under c. 293 of the Acts of 1998 as amended by section 211 of chapter 127 of the Acts of 1999, the remaining undivided one-half interest (see Order of Taking adopted by the Board of

*MASHPEE Route 130  
Barnstable Sanjurjo-Neutron RD  
SEE PLAN BOOK 574 PAGE 66*

Selectmen of the Town of Mashpee recorded herewith) in the fee in the land located in the Towns of Barnstable and Mashpee, Barnstable County, Massachusetts, described as follows:

SEE EXHIBIT "A" ANNEXED HERETO AND SPECIFICALLY INCORPORATED  
HEREIN.

Any trees on the land above described or structures thereon are included in this Order of Taking. Any easements to utility companies, including but not limited to water easements, electric easements and natural gas easements, and other rights and easements set forth in Exhibit "A" hereto annexed on the land above described are NOT included in the Order of Taking.

Said land is owned or supposed to be owned by the persons and/or entities set forth in Exhibit "B" annexed hereto and specifically incorporated herein.

If the name of the Owner(s) is (are) not correctly stated, the names of the supposed Owner(s) being given as of this Order of Taking, it is understood that in such instance the land referred to is owned by an owner or owners unknown to us.

For damages sustained by the Owners set forth in Exhibit "B" and their property by reason of the foregoing taking, and in accordance with the provisions of G. L. c. 79 § 6, as amended, the following award is made. The Town reserves the right to amend the award at any time prior to the payment thereof for good cause shown. The award hereby made is set forth in Annex "A" which Annex "A" is not to be recorded in the Registry of Deeds with this Order of Taking.

Title Reference: See Plan recorded herewith in Plan Book 574 Page 66.

Property Address: Santuit-Newtown Road, Marstons Mills and Wakeby Road, Cotuit;  
Main Street (Route 130), Mashpee.



ADOPTED and dated at Barnstable this 14th day of June

2002.



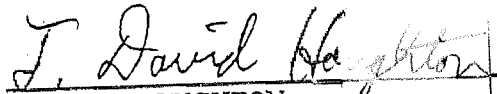
JOELLEN J. DALEY,  
Assistant Town Manager,  
Town of Barnstable

COMMONWEALTH OF MASSACHUSETTS

June 11, 2002

Barnstable, ss

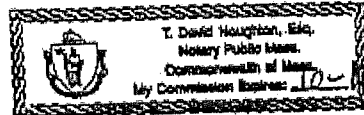
Then personally appeared the above named JOELLEN J. DALEY, Assistant Town Manager of the Town of Barnstable and acknowledged the foregoing instrument to be her free act and deed on behalf of the Town of Barnstable as aforesaid, before me



T. DAVID HOUGHTON

Notary Public

My Commission Expires: October 11, 2007



- 07

EXHIBIT A

TO

ORDER OF TAKING BY EMINENT DOMAIN OF LAND  
IN BARNSTABLE AND MASHPEE, BARNSTABLE COUNTY, MASSACHUSETTS  
FOR ALL PURPOSES SET FORTH IN THE CAPE COD OPEN SPACE LAND  
ACQUISITION PROGRAM, C. 293 OF THE ACTS OF 1998  
AS AMENDED BY SECTION 211 OF CHAPTER 127 OF THE ACTS OF 1999

The land in the Towns of Barnstable and Mashpee, Barnstable County, Massachusetts, bounded and described as follows: as shown on a Plan of Land entitled "Perimeter Plan of Land Location: Santuit-Newtown Rd. Barnstable (Marstons Mills), MA & Mashpee Prepared for Cotuit Golf Development Company, LLC, et al., Scale 1" = 400' Dated May 21, 2002, Weller & Associates, 1645 Falmouth Rd., Suite 4C, Centerville, MA 02632," with the exception of that portion labeled "N/F/ Souza," which Plan is recorded herewith in Plan Book 574 Page 66.

Also the land on Great Hay Road in Mashpee shown on Mashpee Assessors Map 51 as Lot 5.

Said land within the perimeter shown on said plan is further shown and described as: all or a portion of certain parcels of land shown on the 2000 Mashpee Assessors' Maps as Map 30, Blocks 88, 138, 139 and 140 and the land contained in the layouts of the "paper" streets known as Wimbledon Way and Racquet Drive, Map 31, Block 1, Map 37, Block 55, Map 38, Blocks 1, 5, 6, 7, 9, 10, and 25, Map 47, Block 21 and Map 51, Block 5 not shown within the perimeter on said plan, as well as those parcels of land shown on the Town of Barnstable Assessors' Maps as Map 11, Parcels 1, 2, and 3, Map 12, Parcel 8 and Map 26, Parcels 1, 40-1, 41, 42 and 46 and the portions of adjacent street layouts which are appurtenant to any of said parcels.

Together with and subject to all appurtenant easement, sand rights and riparian rights of record.

There is excluded from the property taken and described herein easements of record other than those held by the Owners named in Exhibit "B," and the rights of all others entitled to pass and repass over Hollow Road, Lake Avenue a/k/a Chopchague Road, and the way to land shown as "N/F Souza" on the Plan recorded herewith, and all portions of adjacent street layouts referred to elsewhere herein or otherwise appurtenant to any of the premises described herein.

EXHIBIT B

TO

ORDER OF TAKING BY EMINENT DOMAIN OF LAND  
IN BARNSTABLE AND MASHPEE, BARNSTABLE COUNTY, MASSACHUSETTS  
FOR ALL PURPOSES SET FORTH IN THE CAPE COD OPEN SPACE LAND  
ACQUISITION PROGRAM, C. 293 OF THE ACTS OF 1998  
AS AMENDED BY SECTION 211 OF CHAPTER 127 OF THE ACTS OF 1999

SUPPOSED OWNERS

Address of All Supposed Owners: 770A Main Street, Osterville, MA 02665

Timothy P. Neher, Trustee of Jonathan's Hollow Realty Trust u/d/t recorded in the Barnstable County Registry of Deeds in Book 12263, Page 219.

Cotuit Golf Development Company LLC, Daniel C. Hostetter and Robert M. Birmingham,  
Managing Members

Robert M. Birmingham, Trustee of Wakeby Realty Trust u/d/t recorded in the Barnstable County Registry of Deeds in Book 12263, Page 224.

Robert M. Birmingham, Trustee of Old Republic Realty Trust u/d/t recorded in the Barnstable County Registry of Deeds in Book 12667, Page 41.

Daniel C. Hostetter, as he is Trustee of Town Line Realty Trust u/d/t recorded in the Barnstable County Registry of Deeds in Book 12263, Page 214.

Priscilla M. Hostetter

Daniel C. Hostetter

~~Robert M. Birmingham~~

Priscilla M. Hostetter, Trustee of Watersedge Trust u/d/t recorded in the Barnstable County Registry of Deeds in Book 4425, Page 283.

**2002-091 APPROPRIATION AND LOAN ORDER IN THE AMOUNT OF \$3,150,000.00 FOR THE PURPOSE OF ACQUIRING INTERESTS IN 293.9 ACRES MORE OR LESS IN BARNSTABLE AND MASHPEE AND APPROVAL OF CONSERVATION RESTRICTION**

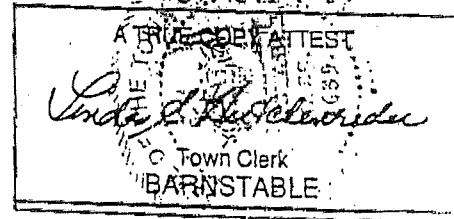
ORDERED: that the Town Council hereby authorizes the Assistant Town Manager to purchase, take by eminent domain, or otherwise acquire for the purposes set forth in chapter 293 of the Acts of 1998 as amended by section 211 of chapter 127 of the Acts of 1999 and/or chapter 79 of the General Laws of Massachusetts, land and interests in land in the Towns of Barnstable and Mashpee further described in Exhibit "A" hereto annexed and specifically incorporated herein by reference together with the layouts of streets and ways shown on plans of and/or appurtenant to the land in Exhibit "A"; appropriates the sum of THREE MILLION ONE HUNDRED FIFTY THOUSAND AND NO/100 (\$3,150,000.00) Dollars for said acquisition or taking and related costs; authorizes the Assistant Town Manager or Town Manager to contract for and expend said appropriation for such purposes and accept any gifts or grants in relation thereto; to meet this appropriation, the Town Treasurer, with the approval of the Assistant Town Manager or Town Manager, is authorized to borrow the sum of THREE MILLION ONE HUNDRED FIFTY THOUSAND AND NO/100 (\$3,150,000.00) Dollars for said acquisition or taking and related costs; approves the grant of a conservation restriction on the land further described in Exhibit "A" hereto annexed to be held by the Commonwealth of Massachusetts Department of Fisheries, Wildlife and Environmental Law Enforcement; and to authorize the Assistant Town Manager to execute and deliver contracts and other instruments for the grant of said restriction.

Sponsor: Assistant Town Manager

DATE  
4/18/02  
5/2/02

ACTION TAKEN  
Referred to Pub. Hrg. - Unan. Vote  
11 Yes Roll Call - Passed

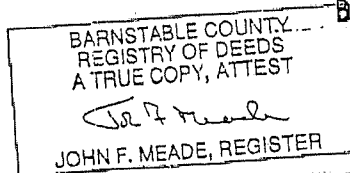
**AGENDA ITEM SUMMARY  
2002-091**



To: Town Council

From: Joellen Daley, Assistant Town Manager  
Lindsey Counsell, Chair, Open Space Committee

Date: April 10, 2002



**BARNSTABLE REGISTRY OF DEEDS**

ANNEX A

TO

ORDER OF TAKING BY EMINENT DOMAIN OF LAND  
IN BARNSTABLE AND MASHPEE, BARNSTABLE COUNTY, MASSACHUSETTS  
FOR ALL PURPOSES SET FORTH IN THE CAPE COD OPEN SPACE LAND  
ACQUISITION PROGRAM, C. 293 OF THE ACTS OF 1998  
AS AMENDED BY SECTION 211 OF CHAPTER 127 OF THE ACTS OF 1999

Award for ORDER OF TAKING dated June 11, 2002 and recorded June 27, 2002 in the  
Barnstable County Registry of Deeds in Book 15305 Page 117.

Address/Description

Damages Awarded

Remaining Undivided One-Half Interest in Land Further Described  
In Exhibit "A" to Order of Taking by Joellen J. Daley as Assistant  
Town Manager of the Town of Barnstable Dated June 11, 2002  
to Which this Annex is Attached

\$4,472,500.00

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Appendix B

Consensual Order of Taking of  
Conservation Restriction

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Bk 15305 Ps123 #56081  
06-27-2002 @ 09:46a

COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF FISHERIES, WILDLIFE AND ENVIRONMENTAL  
LAW ENFORCEMENT  
CONSENSUAL ORDER OF TAKING  
OF  
CONSERVATION RESTRICTION

The Commonwealth of Massachusetts, acting by and through its Department of Fisheries, Wildlife and Environmental Law Enforcement, under the power and authority conferred thereon by Section 15 of Chapter 15 of the Acts of 1996, Sections 2(26) and 8 of Chapter 21A, Chapter 79, and Sections 30, 31, and 32 of Chapter 184 of the Massachusetts General Laws, as amended, acts in amendment thereof or in addition thereto, and any and every other power and authority to it granted or implied and for the purposes of said acts and of acquiring land and interests in land for fish and wildlife conservation, natural habitat protection, and associated public recreation consistent with and subject to the purposes and protections of Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, does hereby take a conservation restriction and easement (hereinafter the "Conservation Restriction") on the land in Barnstable and Mashpee, Barnstable County, Massachusetts, described in Exhibit A attached hereto and incorporated herein by this reference (hereinafter the "Premises").

MEANING AND INTENDING to take and hereby taking a conservation restriction and conservation easement in, on, and to the Premises described in Exhibit A, howsoever said Premises are bounded and described, for the purposes described herein, including the purposes of and subject to the provisions of Article 97 of the Amendments to the Massachusetts Constitution, and including for the purposes above stated all such rights, including easements, privileges, and appurtenances of every name and nature, as may be necessary to give full force, virtue, and effect in perpetuity to the restrictions on the use of said Premises, the rights taken by the Commonwealth as set forth in the following provisions, and the purposes and protections of Article 97 of the Amendments to the Massachusetts Constitution.

The terms, conditions and restrictions of this Order shall be binding upon and inure to the benefit of the Commonwealth of Massachusetts, acting by and through its Department of Fisheries, Wildlife and Environmental Law Enforcement (hereinafter the "Commonwealth"), and the Towns of Barnstable and Mashpee, (hereinafter the "Owner"), and their respective successors and assigns:

The terms and conditions of the Conservation Restriction taken pursuant to this Order of Taking are as follows:

I. Purposes

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the General Laws and otherwise by law. The purposes of this Conservation Restriction are to assure that, while permitting the forestry and other permitted acts and uses described in Section III herein, the Premises will be subject to the prohibitions described in Section II hereof so that the Premises are retained in perpetuity predominantly in its natural, scenic, and open condition for fish and wildlife conservation, natural habitat protection, management of forest resources as described herein, associated public recreation, and other uses consistent with the purposes set

MASHPEE DOUGLAS  
BARNSTABLE Spaulding-Nearshore RE  
3-74 PAGE 66

forth in chapter 293 of the Acts of 1998 as amended by section 211 of chapter 127 of the Acts of 1999 (the Cape Cod Land Acquisition Program) and the spirit and intent of and subject to the protections of Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, and to prevent any use of the Premises that will significantly impair or interfere with the values thereof. A cooperative management plan will be developed for the property within two years to be reviewed by the Towns of Barnstable and Mashpee and the Commonwealth of Massachusetts, Department of Fisheries, Wildlife and Environmental Law Enforcement. The permanent protection of the Premises as provided herein will yield a significant public benefit for the following reasons:

1) The Premises consist of approximately 293 acres of forest and open land in Barnstable and Mashpee, Barnstable County, Massachusetts, as shown on the Plan of Land described in Exhibit A. The Premises consist of upland habitat, vernal pools, other freshwater resources, and cranberry bogs adjacent to Santuit Pond.

Two state-protected species, Eastern Box Turtle (*Terrapin carolina*, Species of Special Concern) and Spotted Turtle (*Clemmys guttata*, Species of Special Concern), have been documented by the Commonwealth's Natural Heritage and Endangered Species Program as being found on the Premises. Other state-protected rare species have been documented as occurring on similar nearby lands and thus may be present on the Premises as well. Preservation of the Premises by minimizing alterations to the natural character thereof will help protect the state-listed rare species and unique natural communities found thereon and thereby enhance the long-term survival and viability of these rare species and unique natural communities.

The headwaters of the Santuit River and its connection to Santuit Pond are located on the Premises. The Santuit River is an important natural resource that supports a wild brook trout population, an anadromous river herring run (alewives and blueback herring), an anadromous run of white perch and the catadromous American eel. The groundwater resources of the Premises help to support the cold, clean spring flow of the Santuit River which sustain its wild brook trout population. Wild brook trout populations are now rare in southeastern Massachusetts due to the impacts of over 300 years of development. These wild brook trout from the Santuit River sometimes enter the waters of Shoestring Bay (and other nearby estuarine and marine environments) and become "salters". Salter populations of brook trout have greatly declined throughout their limited range and are deserving of the highest standards of protection.

River herring travel up the Santuit River through the Premises in the spring to spawn in Santuit Pond. Small young-of-year herring travel down the river in the summer and fall to spend several years in the ocean before returning as adults to complete their life cycle. These herring runs help support a complex food web that help sustain osprey and other predatory bird populations as well as providing forage for many recreationally and commercially important marine and freshwater fish species. Santuit Pond is an important warmwater fishery for largemouth bass, chain pickerel, yellow perch, pumpkinseed sunfish and brown bullhead and important habitat for a wide variety of plants, freshwater mussels and other invertebrates, fish, birds and other wildlife species.

2) Protection of the Premises under this Conservation Restriction will minimize soil erosion, chemical pollution, and adverse water levels, quality, and quantity from the Premises into Santuit Pond, Lovells Pond, and the Santuit River, as well as into vernal pools on or near the Premises, thereby protecting the state-protected rare species, fisheries resources, and diverse natural communities from the adverse effects of such erosion, siltation, pollution, and changes in



water characteristics. Preservation of the Premises from development will maintain the natural forest and plant cover thereon and thereby help protect the high quality of water run-off from the Premises into the water resources on or downstream of the Premises, very important to the protection and long-term viability of the rare species, fisheries resources, and diverse natural-communities found on or near the Premises.

These 293 acres of protected open space are an important public resource in an area where residential and commercial development is rapidly destroying the remaining open spaces. The preservation of the Premises by reducing alterations to the natural character thereof, will further protect and enhance the area's scenic and open space attributes and the recreational, human enjoyment, and ecological value of this conservation land.

The Owner and the Commonwealth agree that the specific conservation values and other Land Bank purposes of the Premises shall be documented in a report signed by the Owner and the Commonwealth within 12 months of the recording of the Order of Taking to be on file in the offices of the Owner and the Commonwealth and incorporated herein by this reference (hereinafter the "Baseline Documentation Report"). This report shall consist of documentation that the owner and the Commonwealth agree collectively that provides an accurate representation of the condition and the conservation values and other Land Bank purposes of the Premises at the time this order of Taking is recorded and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Conservation Restriction.

II. Prohibited Acts and Uses

In order to carry out the purposes set forth in Section I above, the Premises will at all times be held, used, and conveyed subject to the following restrictions, and owner and Owner's successors and assigns shall not perform or permit the following acts, or uses on, over, or under the Premises, except as provided in III, Permitted Acts and Uses.

- (1) Constructing or placing of any dwelling, building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, parking area, sign, billboard or other advertising display, utility pole or tower, conduit, line, fence, barrier, wall, septic system, or any other temporary or permanent structure or facility on, above or under the Premises;
- (2) Mining, excavating, dredging or removing from the Premises soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposits;
- (3) Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, or any other substance or material whatsoever, including but not limited to the installation of underground storage tanks;
- (4) Activities detrimental to drainage, flood control, water conservation, ground water, levels, erosion control, or soil conservation;
- (5) The use of automobiles, trucks, motorcycles, motorized trail bikes, snowmobiles or any other motorized vehicles;
- (6) Removal or destruction of trees, shrubs, or any other vegetation thereon within 200 feet of a vernal pool or other water body or watercourse;
- (7) Any commercial, industrial, or institutional use, other than as permitted below;
- (8) The storage of inorganic pesticides, herbicides, insecticides, fungicides, or other chemicals on the Premises;
- (9) The application of inorganic pesticides, herbicides, insecticides, fungicides, or other chemicals on the Premises;

(10) Any other uses of or activities on the Premises which would be inconsistent with the purposes of this Conservation Restriction or detrimental to the conservation interests which are the subject of this Conservation Restriction;

(11) Conveyance of a part or portion of the Premises alone (as compared to conveyance of the Premises in its entirety and which shall be permitted), or division or subdivision of the Premises, without the prior written consent of the Commonwealth;

(12) Use of the Premises or any portion thereof to satisfy zoning requirements or to seek variances therefrom for development purposes;

(13) Planting, release, cultivation, maintenance, or other activity that would result in the intentional introduction, intentional establishment, and/or intentional enhancement of plant, animal, insect, or other species that are not native to the commonwealth of Massachusetts, except for non-native agricultural and horticultural animal, plant, insect, and other species permitted under Section III (10) for authorized agricultural and horticultural activities.

### III. Permitted Acts and Uses

Notwithstanding anything contained in Section II, the following acts and uses by Owner and Owner's successors and assigns are permitted on the Premises as acts and uses that do not materially impair the purposes of this Conservation Restriction:

(1) Maintenance of existing woods roads, bridges, culverts, fences, gates, and stone walls, and the construction of fences, gates and installation of stone barriers thereon, subject to the Forest Management Standards in Exhibit B attached hereto as applicable. The relocation of woods roads existing on the date this Conservation Restriction is signed, and the construction of new woods roads, bridges, culverts, fences, gates and stone barriers, are permitted if such activities are conducted subject to the Forest Management Standards in Exhibit B attached hereto as applicable.

(2) Recreational use of the property by the public, Owner and Owner's invitees, successors and assigns and their invitees, for passive outdoor recreational activities as defined in the management plan prepared by the Commonwealth and the Owner, provided that such activities shall not involve the use of motorized vehicles (except for motorized wheelchairs or similar equipment reasonably necessary to enable handicapped members of the public to access the Premises), and shall not be detrimental to the purposes of or violate the terms of this Conservation Restriction. Such recreational activities shall also include the right to construct and maintain trails and footpaths, and parking for public access along existing roadways or other suitable locations subject to the Forest Management Standards in Exhibit B attached hereto as applicable.

(3) The cultivation and harvest of forest products in accordance with Massachusetts forest management and conservation regulations as may be promulgated from time to time and as authorized by a Chapter 132 Forest Cutting Plan approved by a State Forester and the Commonwealth. All forest cultivation and harvest activities shall be carried out in accordance with a) all required best management practices and recommended guidelines in the Massachusetts Forestry Best Management Practices Manual (Kittredge & Parker, 1996) and subsequent versions if approved by the Commonwealth, and b) the Forest Management Standards described in Exhibit B attached hereto.

Unless owner seeks, and the Commonwealth grants, express written approval to conduct other forestry activities, owner shall conduct only those activities consistent with and authorized by an approved Forest Cutting Plan.

(4) Cutting, pruning, mowing and removal of trees, shrubs, and other vegetation which is not covered by an approved Forest Cutting Plan or Forest management plan to (a) remove hazards, diseased trees, or insect damage, and (b) pursuant to the management plan, (c) maintain the Premises as set forth in Section I and (d) to improve fish, wildlife or rare species habitats or to allow improved passage for migratory fish.

(5) To the extent permitted by applicable law the installation and maintenance of wells for the replacement of groundwater extraction wells lost to production and in addition up to two new supply capacity wells and associated equipment (so long as said equipment is appropriately screened from view) for use in extracting groundwater or collecting surface water for public water supply use on or off the Premises, provided that (a) any such activities shall be conducted in accordance with DEP regulations for standard municipal water supply wells and the requirements for minimal adverse impact to the purposes set forth in Section I and including, without limitation, minimizing impacts on the Santuit River; (b) any such activities shall not be conducted absent a demonstration by Owner that such activities will not have a detrimental effect on the natural resources on the Premises, including but not limited to watercourses and wetlands on the Premises.

(6) The installation of signs (a) not to exceed four hundred (400) square inches in size in conjunction with the conduct of recreational activities, (b) not to exceed twenty-five (25) square inches in size for use in posting notice of ownership of the Premises along the boundaries of the Premises, and (c) not to exceed nine hundred (900) square inches in size for use in posting notice of ownership and use of the Premises, location of trails and public parking, and other appropriate wording.

(7) Use of motorized vehicles for conducting any of the uses and activities permitted by Section III hereunder, as necessary by the owner in responding to emergencies, and as necessary by the Commonwealth, police, firemen, and other governmental agents in responding to emergencies or otherwise carrying out their lawful duties.

(8) Agricultural activities and practices, including any equipment and structuring reasonably necessary to conduct such activities, described in subsection 9 or the management plan prepared by the Owner and the Commonwealth provided that (a) any such activities shall be conducted in accordance with best management practices, and (b) any such activities shall be conducted in a manner that minimizes any adverse effects on the natural resources on the Premises, including but not limited to any watercourse or wetlands on the Premises.

(9) Cranberry production activities from all acreage of former or present cranberry bogs will be managed to preserve fisheries and wildlife habitats, and with the following stipulations; no reclamation of abandoned bogs, no production allowed within 300 feet of the Santuit River, no discharge of water from Santuit Pond to Lovells Pond, proper screening (in accordance with rules of the Division of Marine Fisheries) of all irrigation and flood waters, dry harvesting only, no use of inorganic pesticides, herbicides or chemical fertilizers, construction of sedimentation basins to control sand transport off the bogs, preparation of a comprehensive agricultural activities section of the Premises Management plan acceptable to the Commonwealth that—reflects best management practices to protect fish and wildlife habitats and preparation of a water management section of the Premises Management plan to minimize impacts on the fisheries and wildlife resources of Santuit Pond, Lovells Pond and the Santuit River.

(10) The sale, lease or mortgage of the Premises except as otherwise provided in this Consensual Order, provided that notwithstanding any such sale, lease, or mortgage, the Premises shall remain subject to the terms of this Conservation Restriction.

(11) The control, management, and eradication of species not native to the Commonwealth of Massachusetts.

(12) Use and maintenance of all existing water monitoring wells for the purpose of groundwater protection.

The exercise of any permitted activity or use by the Owner under this Section III shall be in compliance with the then current Zoning Bylaw applicable to the Premises, the Wetlands Protection Act (General Laws Chapter 131, Section 40), the more restrictive of the then current applicable Wetlands Protection Ordinance of the Town of Barnstable or By-Law of the Town of Mashpee, and all other applicable federal, state, and local environmental protection and other laws and regulations, and the Owner agrees not to seek a variance therefrom for development purposes except as may be consistent with any acts permitted under this section III. The inclusion of any permitted activity or use in this Section III requiring a permit from a public agency does not imply that the Commonwealth takes any position on whether such permit should be issued.

Any activity or use not permitted herein is prohibited without the express written consent of the Commonwealth stating that such activity or use is not inconsistent with the conservation purposes of this Conservation Restriction. Any request by the Owner for approval of such an activity or use shall contain a detailed description of why such activity or use is not inconsistent with the conservation purposes of this Conservation Restriction. In the event the Commonwealth disapproves the requested activity or use, the Commonwealth shall provide a detailed written explanation of why said activity or use is inconsistent with the conservation purposes of this Conservation Restriction.

#### IV. Access by the Commonwealth and the General Public

The Commonwealth through its duly designated officers, directors, employees, representatives and agents shall have the right to enter the Premises at reasonable times and in a reasonable manner, including access by foot and/or by motorized vehicle or boat, for the purpose of inspecting the Premises, determining compliance with the terms of this Conservation Restriction, and preventing, abating or remedying any violations thereof.

The Commonwealth shall also have the right, at its sole expense and with the prior written consent of the Owner, to access the Premises as described above and to perform acts to preserve, conserve, research, study, and promote the natural habitat of wildlife, fish and plants located on the Premises or on nearby properties.

The Commonwealth shall also have the right, at its sole expense and with prior written consent of the Owner, to access the Premises as described above and to carry out rare species and natural community research including but not limited to a) locating, collecting samples and otherwise studying and documenting any rare species, vernal pools, and natural communities which exist on the Premises b) conducting biological surveys, and c) monitoring the natural communities, habitats and species thereon, provided that no such activities by the Commonwealth may unreasonably interfere with the use of the Premises by the owner in accordance with the terms of this Conservation Restriction.

This Conservation Restriction also takes for the public generally the right to enter upon the Premises for passive outdoor recreational purposes by the general public, provided that such activities shall not involve the use of motorized vehicles (except for motorized wheelchairs or

similar equipment reasonably necessary to enable handicapped members of the public to access the, Premises), shall not be detrimental to the purposes of or violate the terms of this Conservation Restriction, and shall not unreasonably interfere with authorized uses of the Premises by the Owner as set forth in the management plan prepared by the Commonwealth and the Owner pursuant to Section I, Purposes. The terms and conditions of public access shall be determined by the Director of the Division of Fisheries and Wildlife in consultation with Owner.

Locations of access to the Premises shall be mutually agreed upon by the Owner and the Commonwealth. Public access on the Premises shall be monitored by the Commonwealth in accordance with its policies and practices and governed by M.G.L. Chapter 21, Section 17C, as amended.

The Owner may petition the Director to modify the terms of this Conservation Restriction concerning public access to the Premises for cause in the event that public access is being conducted in a manner that materially violates the access provisions and other provisions of this Conservation Restriction.

V. Legal Remedies of the Commonwealth

The rights herein taken include the right of the Commonwealth to take any reasonable actions with respect to the Premises as may be necessary or appropriate to remedy, abate or otherwise enforce any violations hereof including 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 at the time of this taking (it being agreed that the Commonwealth may have no adequate remedy at law), which rights shall be in addition to, and not in limitation of, any other rights and remedies available to the Commonwealth, provide that prior to exercising its rights under this Section V the Commonwealth shall, except under emergency circumstances, provide reasonable notice to the Owner to provide Owner with an opportunity to address or correct any violations.

In any action by the Commonwealth to enforce the terms of this Conservation Restriction, if the Commonwealth obtains judgment from a Court of law ruling that the Owner has violated any of the terms of this Conservation Restriction; Owner shall reimburse the Commonwealth for all reasonable costs and expenses incurred in connection with obtaining and enforcing such judgment, including reasonable counsel fees and reasonable costs incurred in remedying or abating the violation.

In any action by the Commonwealth to enforce the terms of this Conservation Restriction if the owner obtains judgment from a Court of law ruling that the Owner has not violated the terms of this Conservation Restriction, the Commonwealth shall reimburse the Owner for all reasonable costs and expenses incurred in connection with obtaining and enforcing such judgment, including reasonable counsel fees.

Enforcement of the terms of this Conservation Restriction shall be at the discretion of the Commonwealth, and any forbearance by the Commonwealth to exercise its rights under this Conservation Restriction shall not be deemed or construed to be a waiver.

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

Except for its responsibilities to monitor public access to the Premises and for its own activities on the Premises, the Commonwealth does not undertake any liability or obligations relating to public access on or the condition of the Premises, provided that the terms of this

Conservation Restriction shall not be interpreted as requiring owner to take any action with respect to, or have any responsibility for, any costs or damages caused by public access to the Premises.

VI. Subsequent Transfers

The Owner agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Premises, including without limitation, a leasehold interest. The Owner further agrees to give written notice to the Commonwealth of the proposed transfer of any interest at least thirty (30) days prior to the date of such transfer. Failure of the Owner to do so shall not impair the validity of this Conservation Restriction nor limit its enforceability in any way.

VII. Representations of the Commonwealth

The Commonwealth represents that it is a governmental agency of the Commonwealth of Massachusetts, that it is organized and operated for the purpose of preserving and conserving natural resources, natural habitats, environmentally sensitive areas and for other charitable, scientific and educational purposes, and 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.

VIII. Required Notification, Consent & Approvals

(1) The Owner shall notify the Commonwealth in writing at least ten (10) days prior to undertaking any act not otherwise addressed in this Conservation Restriction which Owner has a good faith reason to believe may adversely affect the conservation interests associated with and protected by this Conservation Restriction.

(2) Whenever notification by the owner or the Commonwealth is required under the provisions of this Conservation Restriction, such notice shall be given in writing not less than ten (10) days prior to the date the notifying party intends to undertake the activity in question.

(3) Whenever the Owner's or the Commonwealth's consent or approval is required under the terms of this Conservation Restriction for any matter or action and the time in which consent or approval is to be given is not otherwise addressed in this Conservation Restriction, the Owner or the Commonwealth shall grant or withhold such consent or approval in writing within thirty (30) days of receipt of written request therefor, and the notifying party shall not undertake the activity in question until the expiration of said thirty (30) day period. Any such requested consent or approval shall not be unreasonably withheld so long as the granting of said consent or approval is consistent with the terms and purposes of this Conservation Restriction. Failure to act in writing within the stated thirty (30) day time period shall constitute consent or approval.

Any written notice required hereunder shall be sent by certified mail, return receipt requested, postage prepaid, to the following addresses:

OWNER:  
Town of Barnstable  
New Town Hall  
367 Main Street  
Hyannis, MA 02601-3907

COMMONWEALTH:  
Chief of Wildlife Lands  
Mass. Division Fisheries & Wildlife  
1 Rabbit Hill Road  
Westborough, MA 01581-9990

And

Town of Mashpee  
c/o Board of Selectmen  
Town Hall  
16 Great Neck Road  
Mashpee, MA 02649

Natural Heritage and Endangered  
Species Program  
Division of Fisheries and Wildlife  
1 Rabbit Hill Road  
Westborough, MA 01581-9990

IX. Proceeds from Extinguishment: Eminent Domain

The Owner and the Commonwealth agree that this Conservation Restriction gives rise to a property right, immediately vested in the Commonwealth, with a fair market value determined by appraisals on file with the Commonwealth. The Owner and the Commonwealth agree that this property right gives to the Commonwealth the proportionate value of the Premises determined by the ratio of this fair market value of the Premises at the time of this grant to the fair market value of the Premises at the time of this grant unencumbered by this Conservation Restriction as determined by said appraisals. Such proportionate value of the Commonwealth's property right shall remain constant. If any chance in conditions ever gives rise to extinguishment or other release of this Conservation Restriction under applicable law, then the Commonwealth, 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. Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain, or if all or any part of this Conservation Restriction is otherwise extinguished by act of public authority, then the Owner and the Commonwealth shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Owner and the Commonwealth shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Owner and the Commonwealth in shares equal to such proportionate value. The Commonwealth shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein.

X. Binding Effect

The burdens of this Conservation Restriction shall be deemed to run with the Premises in perpetuity and in gross and shall be binding upon and enforceable against the Owner and all future owners of any interest in the Premises. This Conservation Restriction shall be subject to Article 97 of the Amendments to the Massachusetts Constitution. The Commonwealth is authorized to record and file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction.

XI. Costs and Liabilities

Except for any costs associated with any activities of the Commonwealth on the Premises, the Owner retains all responsibilities and shall bear all costs of any kind related to the ownership, operation, upkeep, and maintenance of the Premises, including the payment of all taxes and assessments and conformance with all applicable federal, state, and local laws and regulations.

XII. Amendments

This Conservation Restriction may be amended by the Owner and the Commonwealth, or their successors in interest, only insofar as the amendment is not intended to and does not have a material adverse effect on the conservation purposes of this Conservation Restriction and does not violate Article 97 of the Amendments to the Massachusetts Constitution. Either the Commissioner of the Department of Fisheries, Wildlife and Environmental Law Enforcement or the Director of the Division of Fisheries and Wildlife or their successors shall execute a written confirmation concluding that the amendment meets this criterion and explaining in detail the reasons for this conclusion. Any amendment shall be in writing, signed under seal, and recorded at the appropriate registry of deeds along with the written confirmation of the appropriateness of said amendment.

The Commissioner of the Department of Fisheries, Wildlife and Environmental Law Enforcement hereby makes the following award for the damages sustained by the owner of record of the area or areas hereinbefore described in the said taking to their property or entitled to any damages by reason of said taking:

<u>Supposed Owners</u>	<u>Award</u>
Towns of Barnstable and Mashpee	\$2,970,000

Said award is made subject to satisfactory proof of ownership or entitlement by individuals and/or entities claiming ownership of said parcels and/or entitlement to said award.



IN WITNESS WHEREOF, the Commonwealth of Massachusetts has caused these presents to be executed in its name and on its behalf by David M. Peters, Commissioner of the Department of Fisheries, Wildlife and Environmental Law Enforcement, herewith duly authorized, who does hereunto set his hand and seal this 12 day of June, 2002

THE COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF FISHERIES, WILDLIFE  
AND ENVIRONMENTAL LAW ENFORCEMENT

By: [Signature]  
David M. Peters, Commissioner  
251 Causeway Street Suite 400  
Boston, MA 02114

COMMONWEALTH OF MASSACHUSETTS

ss

Then personally appeared the above-named David M. Peters, to me known to be the Commissioner of the Department of Fisheries, Wildlife and Environmental Law Enforcement, Commonwealth of Massachusetts, and acknowledged the foregoing instrument to be the free act and deed of said Department before me [Signature]

Notary Public



Expires: April 4, 2008

EXHIBIT A

The land in the Towns of Barnstable and Mashpee, Barnstable County, Massachusetts, bounded and described as follows: as shown on a Plan of Land entitled "Perimeter Plan of Land Location: Santuit-Newtown Rd. Barnstable (Marstons Mills), MA & Mashpee Prepared for Cotuit Golf Development Company, LLC, et al., Scale 1" = 400' Dated May 21, 2002, Weller & Associates, 1645 Falmouth Rd., Suite 4C, Centerville, MA 02632," with the exception of that portion labeled "N/F/ Souza," which Plan is recorded herewith in Plan Book 594 Page 66.

Also the land on Great Hay Road in Mashpee (Assessors Map 51, Lot 5).

As more particularly described as: all or a portion of certain parcels of land shown on the 2000 Mashpee Assessors' Maps as Map 30, Blocks 88, 138, 139 and 140 and the land contained in the layouts of the "paper" streets known as Wimbledon Way and Racquet Drive, Map 31, Block 1, Map 37, Block 55, Map 38, Blocks 1, 5, 6, 7, 9, 10, and 25, Map 47, Block 21 and Map 51, Block 5 not shown within the perimeter on said plan, as well as those parcels of land shown on the Town of Barnstable Assessors' Maps as Map 11, Parcels 1, 2, and 3, Map 12, Parcel 8 and Map 26, Parcels 1, 40-1, 41, 42 and 46 and the land contained in the layout of the "paper" street known as Wimbledon Way, along with those portions of adjacent street layouts which are appurtenant to any of said parcels.

EXHIBIT B

FOREST MANAGEMENT STANDARDS FOR CONSERVATION RESTRICTIONS  
ADMINISTERED BY THE DIVISION OF FISHERIES AND WILDLIFE

I. SPECIFIC REQUIREMENTS:

1. Conduct all forest cutting operations for >10 Mbf or >10 cords under an approved Forest Stewardship Plan and Chapter 132 Forest Cutting Plan. Utilize both required best management practices and recommended guidelines in the current Massachusetts Forestry Best Management Practices Manual (Kittredge & Parker, 1996 and subsequent verses if approved by the Commonwealth), as appropriate, to conserve soil and water quality on managed forestlands.
2. Provide a copy of any Chapter 132 Forest Cutting Plan and Stewardship Plan required in Section III(1) to the DPW Natural Heritage & Endangered Species Program on the earlier of the date the Plans are given to DEM Forest and Parks, or at least 20 days prior to the start of cutting, for review of potential impacts on state-listed species and priority natural communities. The address for the DFW Natural Heritage & Endangered Species Program is:

Massachusetts Division of Fisheries and Wildlife Natural Heritage & Endangered Species  
Program Environmental Review 1 Rabbit Hill Road Westborough, MA 01581

3. Implement all appropriate mitigation measures recommended by DFW and/or DEM to limit impacts on state-listed species and priority natural communities. Upon the request of Owner, the DFW Natural Heritage & Endangered Species Program may assist Owner, at the Commonwealth's expense, to locate and map all habitats for state-listed species and priority natural communities within a proposed harvest area.
4. Locate and map all vernal pools within a proposed harvest area and apply Ch. 132 guidelines for activities in and around certified vernal pools to all vernal pools. Upon the request of Owner, the DFW Natural Heritage & Endangered Species Program may assist Owner, at the Commonwealth's expense, to locate, map and certify all vernal pools within a proposed harvest area.
5. Retain a portion of overstory trees during all forest cutting operations >1 acre in size. Retain a minimum average basal area of >10 square feet per acre in live trees > 14" dbh in clumps or patches in even-age harvest areas. Retain sound, relatively wind-firm trees, and existing den trees and/or snag trees when possible. Retain both mast-producing hardwoods and cover-producing softwoods where possible. Retain some large downed woody material in or near retained groups when possible.

6. Utilize uneven-aged silvicultural systems, or even-aged methods that establish a fully stocked stand prior to overstory removal on steep slopes (those that exceed 35%) to provide continuous forest cover.

II. GENERAL RECOMMENDATIONS:

1. Manage in a landscape context and, if practical, try to provide features that are absent in the surrounding area.
2. Monitor forest health conditions, including insects, disease and damaging human-caused disturbance.
3. Choose an appropriate silvicultural system and implement it through the recommendations in the most recent US Forest Service silvicultural guide (see list in Section III of this Exhibit).
4. Consider using longer-than-normal rotations, both for individual trees and for stands.
5. Maintain special habitat features such as abandoned apple orchards and permanent openings (fields, log landings, etc.).
6. Maintain and/or protect cultural features such as cellar holes, stone walls, wells, etc.
7. If the property is large enough, try to provide a variety of stand ages and species mixes, especially those that are absent or uncommon in the surrounding area.
8. Revegetate disturbed areas with bare soil by seeding with native or non-invasive species and fertilizing and liming.
9. Retain or create den trees. Here, bigger is better. The best candidates are live trees that are greater than 204 dbh and either have cavities or have the potential for having them (large dead limbs, wounds, etc.). If possible, utilize trees of mast producing species such as oak, beech, cherry or hickory for this purpose.
10. Consider using no-cut riparian buffers to provide surrogate old growth habitat. Plan harvesting activities to leave some large woody debris either standing as snags that will eventually fall or, if safety reasons require it, as logs on the ground. As with den trees, bigger is better.
11. Retain some patches of mature conifers, and create patches of seedling and sapling size conifers.



# PERIMETER PLAN OF LAND

LOCATION: SANTUIT-NEWTOWN RD., DARNSTABLE (MARSTONS MILLS), MA & MASHPEE, MA

PREPARED FOR: COTUIT GOLF COMPANY, LLC

SCALE: 1" = 400'  DRAWN BY: TMW

JOB NUMBER: 98-112	DATE: MAY 21, 2002	SHEET: PERIMETER-1
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**WELLER & ASSOCIATES**  
1645 FALMOUTH RD ~ SUITE 4C CENTERVILLE, MA 01832  
TEL: (508) 715-0735 ~ FAX: (508) 715-0754

NOTE:  
THIS PLAN DOES NOT REPRESENT A FIELD SURVEY BY  
THIS OFFICE, BUT IS COMPILED FROM PLANS AND DEEDS  
OF RECORD.

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## Appendix C

Site Description

Maps

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The land in the Towns of Barnstable and Mashpee, Barnstable County, Massachusetts, bounded and described as follows: as shown on a Plan of Land entitled "Perimeter Plan of Land Location: Santuit-Newtown Rd. Barnstable (Marstons Mills), MA & Mashpee Prepared for Cotuit Golf Development Company, LLC, et al., Scale 1" = 400' Dated May 21, 2002, Weller & Associates, 1645 Falmouth Rd., Suite 4C, Centerville, MA 02632," with the exception of that portion labeled "N/F/ Souza," which Plan is recorded herewith.

*PLAN BOOK 574 PAGE 66*

Also the land on Great Hay Road in Mashpee (Assessors Map 51, Lot 5).

As more particularly described: all or a portion of certain parcels of land shown on the 2000 Mashpee Assessors' Maps as Map 30, Blocks 88, 138, 139 and 140 and the land contained in the layouts of the "paper" streets known as Wimbledon Way and Racquet Drive, Map 31, Block 1, Map 37, Block 55, Map 38, Blocks 1, 5, 6, 7, 9, 10, and 25, Map 47, Block 21 and Map 51, Block 5 not shown within the perimeter on said plan, as well as those parcels of land shown on the Town of Barnstable Assessors' Maps as Map 11, Parcels 1, 2, and 3, Map 12, Parcel 8 and Map 26, Parcels 1, 40-1, 41, 42 and 46 and the land contained in the layout of the "paper" street known as Wimbledon Way, along with those portions of adjacent street layouts which are appurtenant to any of said parcels.

Bk 15305 Pg 120 #56080

ORDER OF TAKING BY EMINENT DOMAIN OF LAND  
IN BARNSTABLE AND MASHPEE, BARNSTABLE COUNTY, MASSACHUSETTS  
FOR ALL PURPOSES SET FORTH IN THE CAPE COD OPEN SPACE LAND  
ACQUISITION PROGRAM, C. 293 OF THE ACTS OF 1998  
AS AMENDED BY SECTION 211 OF CHAPTER 127 OF THE ACTS OF 1999

The land in the Towns of Barnstable and Mashpee, Barnstable County, Massachusetts, bounded and described as follows: as shown on a Plan of Land entitled "Perimeter Plan of Land Location: Santuit-Newtown Rd. Barnstable (Marstons Mills), MA & Mashpee Prepared for Cotuit Golf Development Company, LLC, et al., Scale 1" = 400' Dated May 21, 2002, Weller & Associates, 1645 Falmouth Rd., Suite 4C, Centerville, MA 02632," with the exception of that portion labeled "N/F/ Souza," which Plan is recorded herewith in Plan Book 574 Page 66.

Also the land on Great Hay Road in Mashpee shown on Mashpee Assessors Map 51 as Lot 5.

Said land within the perimeter shown on said plan is further shown and described as: all or a portion of certain parcels of land shown on the 2000 Mashpee Assessors' Maps as Map 30, Blocks 88, 138, 139 and 140 and the land contained in the layouts of the "paper" streets known as Wimbledon Way and Racquet Drive, Map 31, Block 1, Map 37, Block 55, Map 38, Blocks 1, 5, 6, 7, 9, 10, and 25, Map 47, Block 21 and Map 51, Block 5 not shown within the perimeter on said plan, as well as those parcels of land shown on the Town of Barnstable Assessors' Maps as Map 11, Parcels 1, 2, and 3, Map 12, Parcel 8 and Map 26, Parcels 1, 40-1, 41, 42 and 46 and the land contained in the layout of the "paper" street known as Wimbledon Way, along with those portions of adjacent street layouts which are appurtenant to any of said parcels.

Together with and subject to all appurtenant easement, sand rights and riparian rights of record.

There is excluded from the property taken and described herein easements of record other than those held by the Owners named in Exhibit "B," and the rights of all others entitled to pass and repass over Hollow Road, Lake Avenue a/k/a Chopchague Road, and the way to land shown as "N/F Souza" on the Plan recorded herewith, and all portions of adjacent street layouts referred to elsewhere herein or otherwise appurtenant to any of the premises described herein.





LOCATION MAP

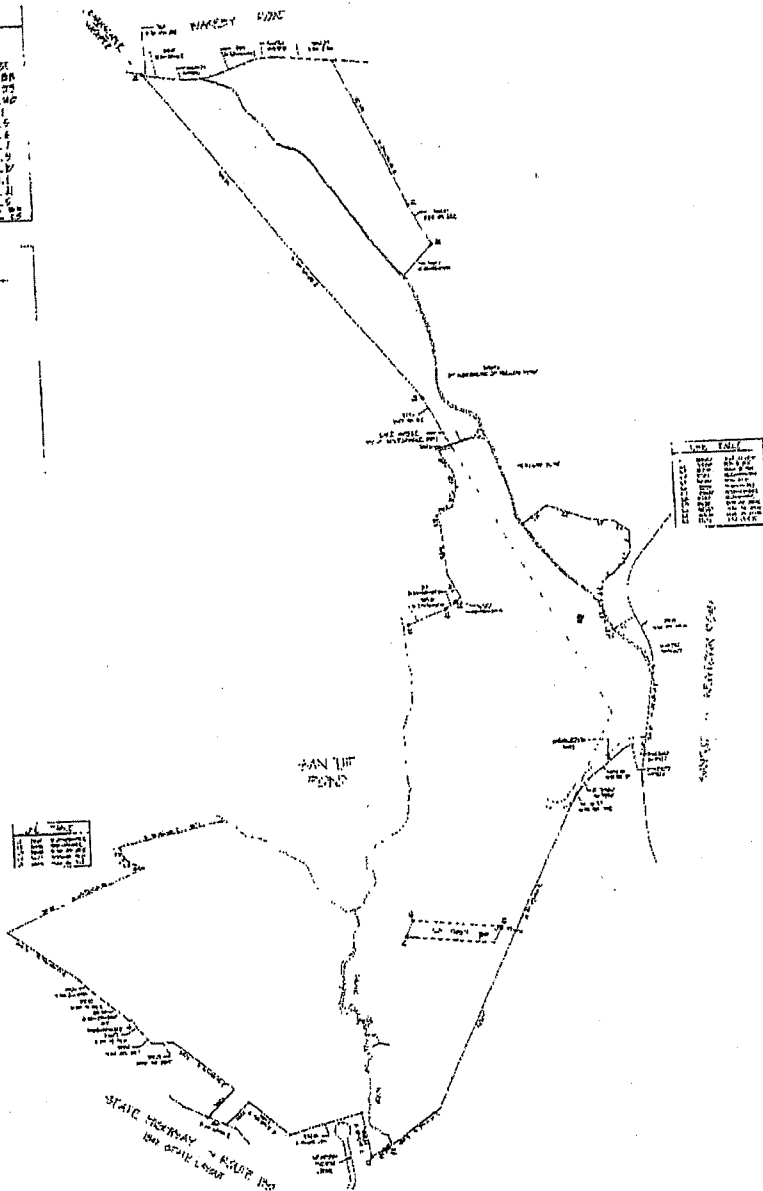
POP INDUSTRY USE

ASSASSORS REFERENCES

PARCELS	MAPS
MAP 20 PARCEL A	MAP 20 PARCEL 25
MAP 20 PARCEL 40	MAP 20 PARCEL 26
MAP 20 PARCEL 41	MAP 20 PARCEL 27
MAP 20 PARCEL 42	MAP 20 PARCEL 28
MAP 20 PARCEL 43	MAP 20 PARCEL 29
MAP 20 PARCEL 44	MAP 20 PARCEL 30
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MAP 20 PARCEL 49	MAP 20 PARCEL 35
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MAP 20 PARCEL 51	MAP 20 PARCEL 37
MAP 20 PARCEL 52	MAP 20 PARCEL 38
MAP 20 PARCEL 53	MAP 20 PARCEL 39
MAP 20 PARCEL 54	MAP 20 PARCEL 40
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MAP 20 PARCEL 56	MAP 20 PARCEL 42
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MAP 20 PARCEL 97	MAP 20 PARCEL 83
MAP 20 PARCEL 98	MAP 20 PARCEL 84
MAP 20 PARCEL 99	MAP 20 PARCEL 85
MAP 20 PARCEL 100	MAP 20 PARCEL 86

DEED REFERENCES

- BOOK 120 PAGE 111
- BOOK 120 PAGE 112
- BOOK 120 PAGE 113
- BOOK 120 PAGE 114
- BOOK 120 PAGE 115
- BOOK 120 PAGE 116
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- BOOK 120 PAGE 200



BOOK 574 PAGE 66

574-66

I HEREBY CERTIFY THAT THE PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTER OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

6-20-02

I CERTIFY THAT THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES OF OWNERSHIP AND ADJACENT OWNERSHIP, AND ALSO THE LINES OF ADJACENT AND ADJACENT OWNERSHIP. THAT THE LINES OF ADJACENT AND ADJACENT OWNERSHIP ARE SHOWN ON THIS PLAN AND THAT ALL BOUNDARIES ARE SHOWN ON THIS PLAN AND THAT ALL BOUNDARIES ARE SHOWN ON THIS PLAN.

6-20-02

PERIMETER PLAN OF LAND

OWNER: CONJUG COMPANY, LLC

DATE: MAY 11 2002

SCALE: 1" = 400'

PROJECT: 20-11

CHARACTER: PERIMETER

WILLER & ASSOCIATES

145 PALMOUTH RD - SUITE 40 CENTERVILLE, MA 01030

TEL (508) 778-0700 FAX (508) 778-0704

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## Appendix D

### Signage

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# Santuit Preserve Library

## Electronic File inventory

Updated 10/25/2018

### SPP Management Plan

"The Towns of Mashpee and Barnstable Land Management Agreement for Santuit Preserve" June 2003 (43 pages) signed JDaley, TOB

Early draft (8 pages) April 22, 2003

Draft -- references "Santuit Park" (6 pages) no signatures, note in upper corner "12 12 08 meeting? Might be 03 meeting?)

Signed Front end (no attachments) (6 pages) (no date)

Barnstable Open Space Documentation for acquisition 2000 (Scanned in documents in 2008) Including appraisals, correspondence with MA DEP and Fisheries, Correspondence with Town Managers for Barnstable and Mashpee, General Correspondence, invoices, land management and bog agreements, legal documentation, maps photos, press releases and articles

### Sample Management Plans

Bio reserve Management Plan, Fall River New Bedford. with references (Sample Plan from State) (154 pages)

Land Use and management plan for Dow Brook Conservation area of the Town of Ipswich, May 8, 2003 (7 pages) no attachments

Land Use and Management Plan for the Town of Ipswich Conservation Land, Linebrook Woods Conservation Area, October 4, 2006 (10 Pages) no attachments

Theodore Lyman Reserve Management Plan, Bourne, Plymouth & Wareham, The Trustees of Reservations, 2005, 209 pages.

Land Use and Management Plan for the Town of Ipswich Conservation Land, Turkey Hill Conservation Area, November 8, 2011 (10 Pages) no attachments.

MDFG Baseline Report, May 5, 2006, completed by Land Stewardship, Inc. Nicholas Holland.

### **CPC files**

Community Preservation Commission Paperwork, Includes,

ANR for 694 and 666 Santuit Road, November 2012

CPC application - 2007 proposed purchase of additional property (Mills Family), including appraisal of Mills Property (52 pages) Cape and Islands Appraisal group

A large number of documents, letters memos under "Correspondence" including, newspaper articles, Information on KUSP, letters, emails and Memos on the acquisition, CC Commission documents including 20 page Project Description, CC Commission DRI, Cranberry bog survey document June 7, 2004 from Cape Cod Conservation District (4 pages), DEP and Fisheries letters, ENF paperwork, Sub surface Hazardous Materials Testing, 5 19 2002, Historical Documents, letters of opposition, letters of support, Staff notes,

Mashpee Town Meeting and conservation documents

Town Council Agenda and meeting paperwork

Land Management plan records, drafts and copies.

Deed files and legal documentation.

Invoices for clean-up and CPC projects 2008 – 2015

A large and varied collection of maps, plans, boundary exhibits, etc.

### **Power Point Presentations**

Santuit Pond Diagnostic Study Presentation, AECOM, April 8, 2010 (Focus is on Ponds in Mashpee upstream from Santuit Pond, has impact on water quality for SPP)

Santuit River Herring Run Martin Wunderly, Town of Barnstable MEA, 2015. (Discussion of herring run and maintenance done to clear dead trees.

### **Photo Exhibits**

GPS verification Visit. (21 photos) 2/20/2013

Santuit Fish Ladder (9 photos) 7/9/2014

Santuit Fish Ladder (12 photos) 1/11/2013

A large collection of photos appears in the CPC section of the files.

## Reports

**"Santuit Pond Diagnostic Study, Mashpee,"** DRAFT, AECOM environmental, March 2010, (179 pages)

**"Site Examination of the Santuit River I and Santuit River II sites within the Cape Club Project."** August 2011.(192 pages)

**"Environmental Assessment report Cape Club Properties in Cotuit, Marstons Mills and Mashpee"**  
ENSOL inc., June 2002 (108 Pages)

**"Executive Summary Vernal Pool Survey, 1999, 2000, 2001"** SABATIA, Inc. June 17, 2001, (56Pages)

**"Phase I 21E report"** April 11, 2002 (39 pages) Includes contract. ENSOL

**"Abbreviated Notice of Resources Area Delineation"** July 1999 (18 pages) SABATIA, Inc.prepared for Cotuit Golf Development co, L.L.c.

**"Ridge Club Market Analysis"** Wellspeak Dugas & Kane (no date) (4 pages)

**"Santuit River Mean Annual High Water Investigation"** Sept 20, 1999, prepared by Horsley & Whitten for the Cotuit Golf Development Company, LLC.

EIR documents, 2000, including Certificate of the Secretary of Environmental Affairs on the Draft Environmental Impact Report. (8 pages)

## Project information

Santuit Pond Dam Investigations (2008) Multiple reports for phase I and Phase II, includes invoices, estimates, contracts,

Solar Bees information including Photos, Reports for 2013, 2015 and 2016, Powerpoint presentation 2/24/2012, and misc. information from other communities.

Santuit Pond Preserve New Fish ladder 2012/2013

Includes design documents, and all appendices; Bid documents and with supporting Info; Earlier documents during previous years inspecting, and discussing new Fish Ladder.

Barnstable Bid for Cranberry Bog 2004 (no award) Includes a number of photos, maps, exhibits Actual Bid for the management contract, a contract (along with drafts from other communities) and supporting documents.

Barnstable reissued Bid for Cranberry Bog 2006 (no award) Updated documents for reissue.

Misc

Mashpee Invasive Species guide

Pond Sample Study exhibit, 11/23/2014

Mashpee Invasive Species Brochure

Santuit PP stewards observation report.

Santuit Pond SECCHI Readings, 201, 2013, 2014, 2015, 2016 (partial)

Santuit Pond Summary 2009, 8 pages, (Description of conditions of pond in official format) source unknown.

Information from Report on Popponesset Bay Pilot project, December 2005, included Powerpoint presentation, Nitrogen allocation exhibits, Nitrogen Loading analysis, January 6, 2005 DRAFT report Massachusetts offices (30 pages).