

8/9/00
60 Acre CR

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CONSERVATION RESTRICTION

I. GRANTOR CLAUSE

Société Générale Financial Corporation, a Delaware corporation, with a principal place of business at 1221 Avenue of the Americas, New York, New York 10020 ("Grantor"), acting pursuant to Sections 31, 32 and 33 of Chapter 184 of the Massachusetts General Laws, and in consideration of One dollar (\$1.00) and other good and valuable consideration paid, hereby grants to the Town of Boxborough, acting by and through the Boxborough Conservation Commission, Town Hall, 29 Middle Road, Boxborough, Massachusetts 01719, and their successors and permitted assigns ("Grantee") in perpetuity and exclusively for conservation purposes, the following described Conservation Restriction (hereinafter referred to as the "Conservation Restriction") on the parcels of land located in the Town of Boxborough, which parcels are shown as (i) "Conservation Restriction Area, 222,387 ± SF, 5.11 ± AC" and (ii) "Conservation Restriction Area, 2,394, 151 ± SF, 54.96 ± AC," on a plan entitled, "Restriction Plan, Towermarc Business Park, Boxborough, MA," dated April 5, 2000, last revised May 5, 2000, prepared by Beals & Thomas, Inc., and recorded herewith (the "Plan"), and is more particularly described on Exhibit A attached hereto (collectively, the "Premises"). The "Gravel Removal Area" described in Exhibit B attached hereto is included within the Conservation Restriction Area referred to in item (ii) above. For Grantor's title see deed from The EqMarc Joint Venture recorded with the Middlesex (South) Registry of Deeds in Book 3661, Page 26. Said Conservation Restriction shall apply exclusively to the Premises.

The Grantor is Société Générale Financial Corporation. The Grantee is the Town of Boxborough, acting by and through the Boxborough Conservation Commission. The Natural Heritage and Endangered Species Program of the Commonwealth of Massachusetts Division of Fisheries and Wildlife ("NHESP") is the state entity that enforces and administers the Massachusetts Endangered Species Act, M.G.L. c. 131A, as it may be amended ("MESA").

II. PURPOSES

The Premises which are the subject of this Conservation Restriction have certain unusual, unique or outstanding qualities, the preservation of which in their predominately natural or open condition will be of benefit to the public. Such qualities (hereinafter collectively referred to as "conservation values") include:

- A. An area of wetlands in the southeasterly section of the Premises, between the upland sections of the Premises and Route 495. This wetland area is dominated by Beaver Brook and serves as wildlife habitat, including habitat for Blanding's turtles (*Emydoidea blandingi*), a Threatened Species under the Massachusetts Endangered Species Act (M.G.L. c. 131A). It also may contribute to the protection of public and

private water supply, pollution prevention, groundwater supply, flood control and storm damage prevention. An additional important wetland feature is the vernal pool on the west side of the subdivision road.

- B. An area on the westerly section of the Premises, which was disturbed as a result of historic gravel mining operations, served or serves as nesting habitat for Blanding's turtles. The area is in the process of reforestation, which would diminish or eliminate its function as nesting habitat absent the activities described herein.
- C. Provision of a quiet open space and potential recreational buffer between concentrated commercial development and a rural/agricultural area.
- D. Potential creation of a golf course or other recreational use which will increase and improve the outdoor recreational amenities in the area while at the same time maintaining turtle habitat.
- E. The designation of the Premises as permanent open space is in furtherance of the Town of Boxborough's Conservation and Recreation Plan which includes the following goals/objectives:

Goal: *To acquire additional land for Conservation and Recreation purposes.*

Objectives: *To encourage developers of residential, commercial and industrial properties to include recreational facilities and open space in their developments and to provide linkages to existing conservation and or recreation properties. To explore alternatives for funding open space acquisition including private foundations and land gifts.*

Granting this Conservation Restriction serves to satisfy the requirements set forth in Conservation Permit No. 00-009.DFW issued by the Commonwealth of Massachusetts Division of Fisheries and Wildlife dated March 1, 2000.

III. PROHIBITED ACTS AND USES AND PERMITTED EXCEPTIONS

- A. Prohibited Acts and Uses. Subject to the exceptions and rights reserved to Grantor, its successors and assigns pursuant to Section B, below, Grantor will not perform or give permission to others to perform the following acts or uses on the Premises:
 - 1. The construction or placement of any road, mobile home, utility pole, tower, conduit or line as provided hereunder on, above or under the Premises except as hereinafter provided in Section III.B., or as necessary to permit the use of the Premises as set forth in Section III.B. Except as provided in Section III.B, any such permitted man-made structure must be approved by the Grantee, whose approval shall not be unreasonably withheld, must not

materially diminish the qualities of the Premises as described herein, and all such structures must be in full conformity with all applicable local, state and federal environmental regulations, including MESA;

2. The construction or placement of any building or structure, except as hereinafter provided in Section III.B;
3. The excavation, dredging or removal from the Premises of soil, loam, peat, gravel, sand, rock, or other mineral resource or natural deposit in such manner as to significantly affect the surface thereof, and the placement, filing, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever, except for customary drainage ditching activities relating to mosquito and other insect control but only with approval by the Grantee, provided that all such activities must be in full conformity with all applicable local, state and federal environmental regulations, including MESA; except as provided in IIIB.
4. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation or wildlife habitat;
5. The use of motorcycles, motorized trail bikes, snowmobiles and all other motor vehicles, except as reasonably necessary in exercising any of the reserved rights in Section III.B, or as required by the police, fire department or other governmental agents in carrying out their lawful duties;
6. Construction and maintenance of trails, ways, or any paved surfaces, except as provided in Section III.B; and
7. Use of pesticides, or biocides, including but not limited to insecticides, fungicides, rodenticides and herbicides (except as absolutely necessary to preserve rare or endangered plant or animal species and subject to prior written approval and agreement of the Grantee and NHESP), except as hereinafter provided in Section III.B.
8. Any conveyance of a part or portion of the Premises alone, or the division or subdivision of the Premises (as compared to the conveyance of the Premises in its entirety, which shall be permitted) that would impair or affect the enforceability of this Conservation Restriction on a successor in interest to the Grantor, without the prior written consent of the Grantee.

B. Permitted Activities and Uses. Notwithstanding the provisions of Section III.A, above, the following acts and uses are permitted, provided that all such activities and uses must be in full conformity with all applicable local, state and federal environmental regulations, including MESA.

1. In the portion of the Premises known as the Gravel Removal Area, which is shown on the Plan and more particularly described in Exhibit B attached hereto, Grantee, its successors and assigns, may excavate, dredge or remove soil, loam, peat, gravel, sand, rock, or other mineral resource or natural deposits, provided, however, that (i) all excavation, dredging and removal occur by April 1, 2003; and (ii) the ground surface of the Gravel Removal Area is restored to a condition suitable to serve as nesting habitat for Blanding's turtles (*Emydoidea blandingi*) in accordance with a Conservation Permit issued pursuant to MESA or analogous approval issued by NHESP.
2. The Grantee, with the approval of NHESP, may maintain and modify the vegetation or excavate, dredge or remove soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposits on the Premises for conservation or scientific purposes.
3. The Grantee may construct and maintain a subdivision roadway connecting Swanson Road and Littleton County Road and may construct and maintain drainage and stormwater management systems appurtenant to the roadway. The roadway will be constructed in the approximate location shown on the Plan.
4. Grantor generally reserves all rights necessary to develop, maintain, renovate and operate all or part of an 18 hole golf course or other recreational/open space use, including but not limited to the rights to develop ponds and water supply wells, leaching fields for sanitary septage, grade and regrade topography, construct golf tees, bunkers and traps, clubhouse and maintenance facilities (together with associated parking, related office and exhibit facilities, and complementary recreational facilities), fairway and greens, cart paths and boardwalks, install benches, tee and yardage and directional markers and signs, and ball washing devices and similar customary golf course accessories, strictly in accordance with and limited by applicable state and local approvals and regulations, as the same may be amended from time to time, including but not limited to the provisions of a Conservation Permit or analogous approval issued by NHESP. Without limiting the generality of the foregoing, the Grantor reserves the following specific rights:
 - a. To maintain any areas as necessary by watering methods, landscaping, applying fertilizer or otherwise as is incidental to the operation of a golf course, including the right to plant and selectively cut or prune trees, brush or other vegetation in accordance with course's Integrated Pest Management Program;

- b. With written approval of Grantee, to erect small accessory structures such as pumphouses, sprinkler control boxes, toilet facilities, and open shelters;
- c. To construct paved or unpaved paths and boardwalks for pedestrian and/or golf cart traffic;
- d. To install, maintain and use underground utility lines, including but not limited to, irrigation line, provided the surface of the ground is restored to its natural state;
- e. To excavate and remove from the Premises soil, gravel or other mineral resources or natural deposit as may be incidental to the installation or maintenance or removal of septic systems, utilities, and other underground structures or the maintenance of good drainage, soil conservation practices or to other permissible uses of the Premises or for construction, maintenance, or operation of the golf course or other recreational use;
- f. Digging, drilling and operating of water wells and associated utility lines; and
- g. Selective cutting of trees for fire protection, unpaved trail and road maintenance, tick control or otherwise to preserve the conservation values of the Premises, including vistas.

The activities and uses permitted in paragraph B.4 hereto shall only be permitted if all of the following have occurred:

- a. A Conservation Permit or analogous approval allowing the construction, operation, and maintenance of the golf course on the Premises has been issued by NHESP;
- b. A Conservation Restriction is recorded on land located east of the subdivision roadway shown on the Plan which permits the construction of the golf course; and
- c. The Grantor, or its successors or assigns, has obtained Orders of Conditions or analogous approvals required for the construction and operation of the golf course under the provisions of the Massachusetts Wetlands Protection Act, M.G.L. c. 131 sec. 40A and the Wetlands Protection Bylaws of the towns of Harvard and Boxborough by May 1, 2006.

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

IV. LEGAL REMEDIES OF THE GRANTEE

A. Legal and Injunctive Relief

In the event that a breach of these restrictions by the Grantor or by a third party comes to the attention of the Grantee, the Grantee must notify the Grantor in writing of such a breach. The Grantor shall have 30 days after receipt of such notice to undertake actions, including the restoration of the Premises to its condition prior to the time of the breach complained of, that are reasonably calculated to correct swiftly the conditions constituting such a breach, provided, however, that Grantor shall have no obligation to restore conditions in existence prior to the effective date of this Conservation Restriction. If the Grantor fails to take such corrective action, the Grantee shall at its discretion undertake such actions, including appropriate legal proceedings, including obtaining injunctive and other equitable relief, as are reasonably necessary to effect such corrections; and the cost of such corrections, including the Grantee's reasonable expenses, court costs and legal fees, shall be paid by the Grantor, provided the Grantor is determined to be responsible for the breach. Grantee covenants and agrees to reimburse Grantor all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in defending against an enforcement action prosecuted by Grantee upon a determination by a court of competent jurisdiction (or acknowledgment by Grantee) that Grantee willfully or knowingly prosecuted a frivolous enforcement action.

B. Grantee's Disclaimer of Liability

By its acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises.

C. Grantor's Rights

Except as expressly provided herein, Grantor shall not have any obligation to maintain the Premises but shall have the right to do so if it so elects in accordance with this Conservation Restriction.

Whenever notice to or approval by the Grantee or NHESP is required under the provisions of this Conservation Restriction, except in the case of an emergency, the Grantor shall give written notice by certified mail, return receipt requested, to the Grantee and NHESP not less than thirty (30) days prior to the date the Grantor intends to undertake the proposed activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purpose of this Conservation Restriction and

to monitor the proposed activity. Where the Grantee's, and/or NHESP's approvals are required, the Grantee and/or NHESP shall grant or withhold its approval by written notice, by certified mail, return receipt requested, to the Grantor within thirty (30) days of receipt of the written request therefor. If Grantee and/or NHESP does not respond to the Grantor's request within said thirty (30) days in accordance with the provisions of this paragraph, the Grantor's request shall be deemed approved as to the party that did not respond.

D. Non-Waiver

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

V. ACCESS

The Conservation Restriction hereby conveyed does not grant to the Grantee, to the general public, or to any other person any right to enter upon the Premises, except as follows: The Conservation Restriction hereby grants to the Grantee and NHESP the right to enter the Premises at reasonable times and in a reasonable manner for the purpose of (i) inspecting the same to determine compliance herewith; (ii) exercising Grantee's and NHESP's rights herein, such actions to include the right to plant and selectively cut or prune trees, brush or other vegetation to implement disease prevention measures; and (iii) conducting scientific research and habitat preservation activities, provided that activities permitted in this Section V do not unreasonably disrupt the operation of a golf course or other activity permitted herein. The liability of Grantor with respect to any such access to said Premises shall be subject to the provisions of Section 17C of Chapter 21 of the General Laws.

VI. ASSIGNABILITY

A. Running of the Burden

The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Running of the Benefit

The benefits of this Conservation Restriction shall be in gross and shall not be assignable by the Grantee, except in the following instance:

- (i) As a condition of any assignment, the Grantee requires that the purposes of this Conservation Restriction continue to be carried out, and

- (ii) The assignee, at the time of assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and under Section 32 of Chapter 184 of the General Laws as a qualified organization to receive this Conservation Restriction directly; and
- (iii) The Grantee complies with the provisions required by Article 97 of the Amendments to the Massachusetts Constitution.

VII. MISCELLANEOUS

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the Purpose of this Conservation Restriction. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose of this Conservation Purpose that would render the provision valid shall be favored over any interpretation that would render it invalid.

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Restriction and their application to other persons and circumstances shall not be affected thereby.

This Conservation Restriction may be amended with the consent of the Grantor, the Grantee, and the Secretary of the Executive Office of Environmental Affairs.

VIII. SUBSEQUENT TRANSFERS

The Grantor 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 a leasehold interest. Notwithstanding anything to the contrary contained herein to the extent permitted under applicable law, upon the transfer by a party of its entire interest in the Premises, the rights and obligations of such party under this Conservation Restriction shall terminate. In the event of a transfer by a party of a partial interest in the Premises, the rights and obligations of such party under this Conservation Restriction shall terminate with respect to the portion transferred.

IX. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall within twenty (20) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance with any obligation of the Grantor contained in this Conservation Restriction and which otherwise evidences the status of this Conservation Restriction as may be requested by Grantor.

X. EFFECTIVE DATE

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

XI. RECORDATION

The Grantor shall record this instrument in timely fashion in the Middlesex South County Registry of Deeds.

This instrument is exempt from documentary stamp excise taxes pursuant to Section 1 of Chapter 64D of the General Laws.

For Grantor's title, reference is made to the deed recorded in Middlesex South Registry of Deeds in Book _____ Page _____.

Address of Premises: Property located off of Swanson Road and Littleton County Road, Boxborough, Massachusetts

[Signature Pages Follow]

WITNESS our hands and seals ^{as of} this 31st day of July, 2000.

Société Générale Financial Corporation

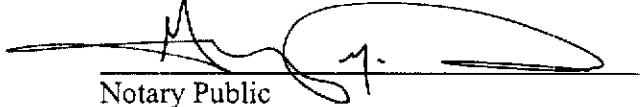
By: Robert W. Vandervalk
Robert W. Vandervalk

County of New York ~~COMMONWEALTH OF MASSACHUSETTS~~

State of New York
Suffolk, ss.

July 20, 2000

Then personally appeared the above named R. W. Vandervalk of Société Générale Financial Corporation, and acknowledged the foregoing instrument to be his free act and deed, before me,


Notary Public

My commission expires:

Notary Public
State of New York
No. 411035629
Qualified in Suffolk County
Commission Expires Dec. 26, 2001

The foregoing Conservation Restriction is accepted by the Boxborough Conservation Commission in accordance with General Laws Chapters 40 § 8C and 184 §§ 31-33.

David M. Hayes Jeffrey M. Morris
Chadene L. Golden Paul A. Regan
Norman Hanover Deacon M. Colhoun
Linda C. Coe

The foregoing Conservation Restriction is approved by the Boxborough Board of Selectmen on June 7, 2000.

Mark D. Miller John D. Miller
Howard L. Bush John D. Miller
Donald R. Johnson

COMMONWEALTH OF MASSACHUSETTS

Boxborough, ss.

June 7, 2000

Then personally appeared before me the above named Norman Hanover, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of the Boxborough Conservation Commission.

Patricia E. White
 Notary Public
 My Commission Expires: 11-2-2001

COMMONWEALTH OF MASSACHUSETTS

Boxborough, ss.

June 12, 2000

Then personally appeared before me the above named Donald R. Johnson, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of the Town of Boxborough.

Patricia E. White
 Notary Public
 My Commission Expires: 11-2-2001

APPROVAL BY SECRETARY OF ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS

The undersigned, Secretary of the Executive Office of Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction to the Town of Boxborough has been approved in the public interest pursuant to M.G.L. chapter 184, Section 32. Said approval is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the property, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

Date:



Secretary of Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

Aug 29, 2000

Then personally appeared the above-named Bob Dumm and acknowledged the foregoing instrument to be his free act and deed, before me,



Nicole Sicard
Notary Public
My commission expires:

NICOLE SICARD
Notary Public
My Commission Expires December 31, 2004

60-Acre CR

Exhibit A**METES AND BOUNDS DESCRIPTION****Conservation Restriction Area
Boxborough, Massachusetts**

A certain Conservation Restriction Area in the Commonwealth of Massachusetts, County of Middlesex, Town of Boxborough, and shown as Conservation Restriction Area on a plan entitled "Restriction Plan, Towermarc Business Park, Boxborough, MA, Middlesex County" dated February 15, 2000, last revised May 5, 2000, prepared by Beals and Thomas, Inc., more particularly bounded and described as follows:

Beginning at the most southerly corner of said Conservation Restriction Area on the northerly side of Beaver Brook Road, thence running;

N 46 54 59 W	229.35 feet to a point, thence turning and running;
N 21 08 49 E	88.51 feet to a point, thence turning and running;
N 70 16 35 E	595.70 feet to a point. Said last three courses being bounded by other land of the Grantor, thence turning and running;
S 49 14 57 E	432.95 feet to a point, said last course being bounded by Open Space/Passive Recreation Area, thence turning and running;
S 78 10 47 W	769.48 feet along the northerly side of Beaver Brook Road, to the point of beginning.

Containing 222,387 square feet more or less, or 5.11 acres, more or less.

Subject to any and all existing rights and easements of record.

60 Acre CR

Exhibit A

METES AND BOUNDS DESCRIPTION

Conservation Restriction Area
BOXBOROUGH, MASSACHUSETTS

A certain Conservation Restriction Area in the Commonwealth of Massachusetts, County of Middlesex, Town of Boxborough, and shown as Conservation Restriction Area on a plan entitled "Restriction Plan, Towermarc Business Park, Boxborough, MA, Middlesex County" dated February 15, 2000, last revised May 5, 2000, prepared by Beals and Thomas, Inc., more particularly bounded and described as follows:

Beginning at the most northerly corner of said Conservation Restriction Area, on the southerly side of Beaver Brook Road, thence running;

S 68 04 22 E	897.39 feet to a point, said course being bounded by other land of the Grantor, thence turning and running;
N 86 30 26 E	940.00 feet to a point, said course being bounded by land now or formerly of Harvard Sportsmens Club, Inc., thence turning and running;
S 12 52 46 W	413.00 feet to a point, thence turning and running;
S 41 37 14 E	60.00 feet, more or less, to a point, said last two courses being bounded by land now or formerly of Robert B. & Mary L. Lovelace thence turning and running;
Southwesterly	1,660.00 feet, more or less, to a point, said course being by Beaver Brook and bounded by land now or formerly of Nature Conservancy of Massachusetts, thence turning and running;
N 58 30 58 W	277.00 feet, more or less, to a point, thence turning and running;
S 63 29 33 W	324.22 feet to a point, thence turning and running;
S 78 10 54 W	134.54 feet to a point, thence turning and running;
N 62 36 47 W	83.12 feet to a point, thence turning and running;
W 79 34 40 W	95.63 feet to a point, thence turning and running;

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S 33 30 38 W 208.96 feet to a point, thence turning and running;

S 84 25 36 W 403.00 feet to a point, thence turning and running;

S 38 18 42 E 536.00 feet, more or less, to a point. Said last eight courses being bounded by land now or formerly of Harvard Sportsmens Club, Inc., thence turning and running;

Southerly 377.00 feet more or less, to a point, said course being by Beaver Brook and bounded by land now or formerly of Nature Conservancy of Massachusetts, thence turning and running;

N 60 02 46 W 881.00 feet, more or less, to a point, thence turning and running;

N 11 49 13 W 166.93 feet to a point, said last two courses being bounded by other land of the Grantor, thence turning and running;

N 78 10 47 E 640.49 feet to a point of curvature, thence turning and running;

Northerly by a curve to the left with a radius of 975.00 and a length of 1,101.91 feet to a point of compound curvature, thence turning and running;

Northerly by a curve to the left with a radius of 1,000.00 and a length of 422.02 feet to a point of tangency, thence turning and running;

N 10 45 13 W 329.47 feet to a point of curvature, thence turning and running;

Northerly by a curve to the right with a radius of 1,034.59 and a length of 162.69 to a point of tangency, thence turning and running;

N 01 44 37 W 189.00 feet to the point of beginning. Said last six courses being bounded by the southerly side of Beaver Brook Road.

Containing 2,394,151 square feet more or less, or 54.96 acres, more or less.

Subject to any and all existing rights and easements of record.

60 Acre CR

Exhibit B**METES AND BOUNDS DESCRIPTION****Gravel Removal Area
Boxborough, Massachusetts**

A certain Gravel Removal Area in the Commonwealth of Massachusetts, County of Middlesex, Town of Boxborough, and shown as Gravel Removal Area on a plan entitled "Restriction Plan, Towermarc Business Park, Boxborough, MA, Middlesex County dated February 15, 2000, last revised May 5, 2000, prepared by Beals and Thomas, Inc., more particularly bounded and described as follows:

Beginning at the most westerly corner of said Gravel Removal Area, on the southerly side of Beaver Brook Road, thence running;

Northerly	by a curve to the left having a radius of 975.00 feet and a length of 192.12 feet to a point of compound curvature, thence turning and running;
Northerly	by a curve to the left having a radius of 1,000.00 feet and a length of 176.68 feet to a point, said last two courses being bounded by the southerly side of Beaver Brook Road, thence turning and running;
S 79 16 10 E	553.79 feet to a point, thence turning and running;
S41 42 40 W	162.66 feet to a point, thence turning and running;
S 37 59 21 W	167.73 feet to a point, thence turning and running;
S 27 26 30 W	112.89 feet to a point, thence turning and running;
N 74 40 57 W	382.54 feet to the point of beginning. Said last five courses being bounded by the Conservation Restriction Area.

Containing 170,857 square feet more or less, or 3.92 acres, more or less.

Subject to any and all existing rights and easements of record.