

Malcolm Preserve Management Plan

2003

Revised 3/2006



TTOR/M. Triff

The Trustees of Reservations
572 Essex Street
Beverly, MA 01915-1530

©



Reservation Plan

Reservation	Malcolm Preserve	Completed by	Russ Hopping Tim Silva
Location	Carlisle	Date	3/18/03 (revised 3/2006)
Acreage	11	Area considered for management	11
Supporting reports and materials	1995 B&W ortho photo 1991 CIR aerial photo 1997 Mass GIS Open Space Data Layer 2000 Carlisle Open Space Plan 2002 Avifauna of Estabrook Woods by R. B. Lockwood 2000 Heritage data 2001 BioMap 1998 MOU between TTOR and CCF 2002 License agreement for Malcolm Meadows parking area 2004 Town of Carlisle Conservation Restriction on Malcolm Preserve		

Acknowledgements The Trustees would like to thank Betsy Fell and Tim Parson of the Carlisle Conservation Foundation for their thoughtful review of this plan and recommendations.

The development of this plan was guided by several factors including the above listed reports and materials. Foremost among these is the memorandum of understanding between The Trustees and the Carlisle Conservation Foundation, the parking area license agreement with the town, and the conservation restriction held by the town - three critical factors to the day-to-day stewardship of the Malcolm Preserve. Complete copies are included as appendices.

Section 1. Describe the Reservation's Ecological, Historic, and Scenic Resources

Ecological Resources:

□ **Summary:**

This small property was acquired as a "gateway" to Estabrook Woods. This large undeveloped area is a collection of private lands, most of which are permanently protected as open space. Malcolm Preserve is located on the north side of Estabrook Woods and contains a typical landscape for eastern Massachusetts: mixed forests of oak and white pine, red maple swamp, and old field communities (see Vegetation Communities Map). The Preserve has more than 200 meters frontage on Stearns Road and there is a cluster type housing development adjacent to the core area of the preserve (see Base Map). The property also contains a short loop trail designed for universal access that winds through a portion of the woodlands and field. Additional trails with benches for wildlife viewing are available.

□ **Describe the regional landscape, including missing or declining habitats.**

Much of the surrounding landscape is residential single family homes typical for 1-2 acre zoning with one cluster development adjacent to the preserve. The landscape to the east and south of the property is undeveloped and protected as open space (i.e., Estabrook Woods). This area is extensive, covering more than 1,000 acres and designated as Core Habitat or Supporting Natural Landscape on the state's BioMap. Forests of mixed pine and oak are common with small ponds, streams, red maple swamps and fields throughout.

❑ **Are there any rare species present?**

No state-listed rare species have been documented on the property but many rare and uncommon bird species utilize Estabrook Woods. These include hawks, whip-poor-will, bluebird and flycatchers.¹ Many of these species likely breed or forage in areas beyond Estabrook Woods, including the Malcolm Preserve. Habitat is especially appropriate for eastern bluebirds. This Watch-Listed species breeds on the property.

❑ **Are there priority plant communities present?**

No

❑ **Are there any uncommon or decreasing regional communities present?**

None. Although grassland occurs, it is too small and fragmented to support most grassland-dependent species.

❑ **How fragmented is the habitat?**

Habitat fragmentation is not an issue at this property. The property is too small to support any area-dependent species that rely on large patches of uniform habitat such as contiguous woodland or grassland. The old field and edge habitat that exists on the property likely supports more species of plants and animals than if the property were only field or forest.

❑ **Describe the reservation's relationship with other protected areas; does the network of protected land provide any landscape ecology functions?**

This small property is associated with other protected open space (e.g. Estabrook Woods and the Davis Corridor) and, thus, contributes to the larger protected landscape. Its main ecological function is primarily as a buffer between developed areas and the larger network of protected lands. This relationship is further reinforced by more than 50% of Malcolm Preserve being designated as Core Habitat on the BioMap.

The Malcolm Preserve provides a northern gateway, via historic Two Rod Road, to some 1,300 acres of protected land, including a 572-acre research and educational forest owned by Harvard University's Museum of Comparative Zoology and historic Estabrook Woods. The Malcolm Preserve is also part of an expanding greenway adjoining a 23-acre parcel and the 34-acre tract called the Davis Conservation Corridor, both owned by the Town of Carlisle. Additionally, The Trustees and the Carlisle Conservation Foundation (CCF) co-own a conservation restriction on 44 acres of adjacent land.

❑ **Are non-native or invasive species a problem?**

Although invasives are present they currently do not threaten any ecological value.

¹ Lockwood, R.B. 2002. Avifauna of Estabrook Woods. Malcolm Preserve

Historic Resources:

None known on the property. Trails from the Malcolm Preserve connect to Two Rod Road, an historic road that traverses Estabrook Woods that Henry David Thoreau walked and wrote about.

Land Use History:

No cultural resource assessment has been conducted, thus little is known about land use. However, much of the property's community types clearly reflect past land clearing. The Malcolm Preserve, along with the adjacent Malcolm Meadows development, were once part of a 38-acre tract owned and farmed by Arthur and Mary Malcolm and their sons, Allan and Wilbur. The Malcolms raised fruit crops such as raspberries, apples, peaches, pears, and, most notably, strawberries. Neighbors and local residents were often called upon to help pick the bountiful fields of strawberries during the height of the season. The Malcolms owned this property from 1911 until Allan's death in 1992.

Acquisition History for the Malcolm Preserve:

The Malcolm Preserve acquisition was an outgrowth of the Campaign for the Estabrook Woods. The Trustees involvement in this unique project began with a series of meetings with the Concord Land Conservation Trust, the Carlisle Conservation Foundation (CCF) and Harvard University regarding a program to protect substantial acreage within the historic Estabrook Woods. In brief, the motivating heart of the Campaign was an agreement by which the three land trusts and the two towns would commit themselves to permanent protection of 400 additional acres of land through fee acquisitions and conservation restrictions if Harvard would commit itself to permanent protection of its block at the center of the Woods.

The 38-acre Malcolm property was considered to be of strategic importance to the Woods because it contained the northern terminus of Two Rod Road, which forms the eastern route through the Estabrook Woods from Stearns Street in Carlisle to Monument Street in Concord, two miles distant.

Alan Malcolm, a market gardener and former dairy farmer, lived for many years in the unfinished, flat-roofed foundation of a house on the property. The barn had burned many years earlier. He died leaving the property to the local Congregational Church. While the leadership of the church was sympathetic to conservation, the church needed to dispose of the property for fair market value. Because of the development potential of the property and its proximity to Route 225, the real estate value was beyond what could be justified by a combination of conservation purchasers. The Trustees were approached by CCF and asked whether we would assist in planning and implementing a limited development plan that would capture a large share of the value of the property through cluster development of a project designed for independent seniors and that would set aside the remainder of the property as the northern gateway to the Estabrook Woods. With the need for senior housing in mind, the Town had changed its zoning to allow for exactly this kind of project through cluster development. The idea was to allow 12 units of senior housing on the most developable four acres of the property, at the intersection of Stearns Road and Two Rod Road.

Intrigued by the opportunity to establish a reservation associated with the historic Estabrook Woods, to demonstrate the compatibility of planned, limited development and conservation, and to establish a

partnership with a volunteer land trust with ambitious plans and highly competent board, the Land Conservation staff successfully applied for a grant from an anonymous foundation to fund a portion of the acquisition and to establish a modest endowment for the acquisition. The Trustees negotiated an agreement with CCF whereby the Malcolm property would be owned by both The Trustees and CCF, The Trustees would provide management services, and CCF would provide volunteer services to monitor the property and keep the entrance and main trails in good order.

The Trustees Land Conservation staff developed a new concept for The Trustees, calling for the establishment of “gateway” reservations that would provide managed public access to significant resources of protected land, of which The Trustees might only own the gateway. The idea was that over time it might be possible for The Trustees to acquire additional land or interests in land in the area. In the case of Estabrook Woods, we envisioned holding additional conservation restrictions in the immediate area of the Malcolm property. We also envisioned the long-range need for collaborative management of public access to the increasingly popular and well-known Estabrook Woods

The Standing Committee of The Trustees approved this plan in 1995 and the closing with the Congregational Church took place on May 24, 1996. The Trustees and CCF conveyed a CR to the Town of Carlisle in 2001, as provided in the agreement with Harvard University.

Key to the success of this project were the following local conservation leaders:

Marjorie Getchell and Eunice Knight, successive Presidents of CCF

Jay Luby, Board member of CCF, and part of the local negotiating team with Harvard University.

Ken Harte, liaison between CCF and the Carlisle Conservation Commission; key member of the Estabrook Woods negotiating team.

Marion Thornton, board member of TTOR and Massachusetts Audubon Society, President of Concord Land Conservation Trust, who worked closely with Richard Taylor, Director of the Concord Field Station of Harvard’s MCZ, to develop the Estabrook Woods protection concept.

Scenic Resources:

The view of the property from Stearns St. is scenic and this is undoubtedly how most people (e.g. motorists, bicyclists, walkers and joggers) experience Malcolm Preserve. Trees and shrubs growing along Stearns St. partially obscure this vista, especially during the growing season when leaves are on the trees and shrubs. However, enjoyment by visitors, especially those to the universal access trail, would be diminished if this screening were completely removed. The field is valued for its “open sky vista.”

Buildings & Structures:

None.

Section 2: What poses a threat (real or potential) to the reservation's scenic, historic, and ecological resources?

For each of the following types of threats, note which type of resource is at risk and provide a specific description of the threat:

E = ecological, H = historic, S = scenic, B = buildings & structures, VU = visitor use

<u>Type of threat</u>	<u>Resource Category</u>	<u>Specific Description</u>
Invasive/non-native species	E,S	Existing invasives have the potential to increase, contributing to woody succession in the field and further obstructing the view of the field from the road.
Succession	S	Trees and shrubs along the road are obscuring the view of the field from the roadside.
Other:	VU	Poison ivy is encroaching on trails

Section 3. Describe Visitor Use

- Has a visitor survey been completed?**
No.

Visitor Use Patterns:

- When does most visitation occur?**

Season: Year round. **Time of day:** Throughout daylight hours.

- What are the common visitor activities?**
Walking, dog walking, cross country skiing, mountain biking and occasionally horseback riding. There is moderate use of the universal trail by disabled visitors in wheelchairs and visitors with baby strollers.
- Which is the primary activity?**
Walking.

The Quality of the Visitor Experience

- Do visitors have the opportunity to find solitude/tranquility? Describe:**
Benches are provided for visitors to sit and rest/reflect in the field area. Visitors can also escape from traffic, other visitors and noise by utilizing the rear of the property or adjacent conservation lands such as Estabrook Woods.

Visitor Services

- How do we welcome visitors to the property? Are they able to find, access, and navigate the property?

Essentials:	Does it Exist?	Specific Description: age, condition, actively updated?
Entrance sign	Y	In good condition.
Information bulletin board	N	Frame and roof erected in July 2002
Property description sign	Y	In good condition.
Trail map	N	What is most desirable is a map of Estabrook Woods since this is a gateway property to Estabrook Woods.
"Rules and Regulations" sign	Y	In good condition.
Brochure dispenser	Y	Installed on bulletin board frame in July 2002.
Other:		
Trail markers or other helpful signs	Y	In good condition.
Suggestion box	N	
Donation tube/cylinder	N	
Roadside directional signs	N	

- What kind of interpretive material or programming is provided?

Type of interpretation:	Does it exist?	Specific description
Trailside/wayside displays	N	Good opportunity to install interpretive signs along universal trail.
Interpretive brochures	N	
Guided programs	N	
Self-guided tour	N	
School-based educational programs	N	
Web site	Y	
Seminars	N	
Other:		

- What visitor facilities are provided?

Facility:	Does it exist?	Specific description
Restrooms	N	
Parking area(s)	Y	There are two designated parking areas. The general visitor parking area is located next to the Malcolm Meadows housing development on the left side of Stearns Street. Enter the development's driveway and take an immediate left into the parking area (8 car limit). The parking area for visitors requiring wheelchair access is 200 yards further down Stearns Street on left side of road (2 car limit).
Food services	N	
Drinking water	N	
Visitor center	N	
Telephone	N	
Picnic area	N	
Ranger station	N	

- **Trails: what is their condition and how many miles?**

The Malcolm Preserve lies at the northern edge of Estabrook Woods and, thus, forms an important gateway for public access to more than 1,300 acres of conservation land with extensive trails spanning Carlisle and Concord. In the interest of providing access for all to this natural landscape, 1,285 feet of wheelchair-accessible trail made of hard-packed, crushed stone winds through a portion

of the field and forest. At the time of this plan’s writing, this is the only universal access trail on a Trustees property. Other hiking trails, not wheelchair accessible, loop through the back of the property and connect Malcolm Preserve with the Two Rod Road trail that leads into Estabrook Woods.

Section 4: Are there factors (real or potential) that diminish the quality of the visitor experience?

Factor	Specific description
Inadequate facilities	
Inadequate information	Need additional signage to direct visitors to parking areas. Currently confusion can result in visitors driving around adjacent Malcolm Meadows community.
Visitor conflicts	
Congestion	
Damaged resources	
Illegal activities	
Off-site activities	
Trail conditions	Wet areas of hiking trails need bridging

Section 5: Are there other things to consider when developing the management program?

Donor’s Wishes:

NA

Economic Considerations:

Currently, The Trustees staff mows the field annually and visits the property biweekly during the summer season to mow and weed along the universal access trail and perform other basic property maintenance.

Partnerships

Malcolm Preserve is jointly owned by The Trustees and the Carlisle Conservation Foundation. It is the first Trustees' reservation to be both co-owned and managed in partnership with another conservation organization. A memorandum of understanding (MOU) between The Trustees and the Carlisle Conservation Foundation has been drafted to outline ownership and management responsibilities. A copy of the MOU is included as Appendix A.

Similarly, the Preserve’s main parking lot adjacent to Two Rod Road is on land owned by the Town of Carlisle and managed as part of the Town’s Davis Conservation Corridor. The Trustees and the Carlisle Conservation Foundation have a license to use and maintain this parking area in accordance with the terms and conditions specified in the license. This license is renewable every three years. A copy of the license is included as Appendix B.

Conservation Restriction:

The Trustees and the Carlisle Conservation Foundation (CCF) conveyed a permanent conservation restriction (CR) on the property to the Town of Carlisle in October, 2004 (see Appendix C). In general, the management plan for the Malcolm Preserve developed in 2003 is consistent with the provisions of the CR. However, to avoid any ambiguity, this plan has been updated as of 3/2006 to clarify how management activities are related to and allowed under the CR, especially where prior written approval is required. The following describes where the Malcolm Preserve management plan has been revised to conform to these specific provisions.

Reserved Rights #2 Trails and #3 Trail Maintenance: Regular maintenance of existing trails is considered to include adding stone dust to the ADA (i.e., universal access) trail and keeping the trail surface weed-free, and minor cutting and pruning of trees and shrubs to keep the trails and parking area open, publicly accessible and free from any hazards (such as dead or dying trees). These activities are allowed by right in the CR. However, prior written approval for construction of any new trails, bridges or boardwalks would be sought from the Carlisle Conservation Commission by The Trustees and CCF.

Reserved Rights #5 Field Maintenance and #7 Plant and Wildlife Habitat Improvement: Regular mowing is required to maintain the open fields and meadows, and is allowed by right under the CR. Mechanical and/or chemical measures are required to manage vegetation on the property, including maintaining field edges and the clearing of stone walls along Stearns Street, and require prior written permission of the Carlisle Conservation Commission. This management plan allows for periodic, selective use of herbicides carried out only by a Trustees' staff member with a pesticide applicator's license.

Land Conservation:

The Malcolm Preserve is part of an extensive network of protected lands in Carlisle and Concord, comprising the historic Estabrook Woods, the core of which includes 572 acres owned by the President and Friends of Harvard College for educational and research purposes. The Preserve provides the northern gateway to the Estabrook Woods. There are no unprotected critical lands in the immediate vicinity of the property.

Section 6: Based on the information in Steps 1-5, describe the reservation's most significant features in terms of resources and visitor experience.

- As a "gateway" to other conservation lands, mainly Estabrook Woods.
- Universal access trail.
- The field as a scenic vista, both from within the property and from Stearns St.

Section 7: What are the management goals and objectives based on the above?

Goal: Maintain reservation's scenic significance by maintaining the open character of landscape.

Objective: Maintain existing field area.

Objective: Improve visibility of property from Stearns Street while maintaining partial cover to

provide visitors with screening for privacy.

Goal: Maintain and promote visitor access to Malcolm Preserve and the adjacent open space.

Objective: Promote access to the reservation, particularly as a "gateway" to Estabrook Woods.

Objective: Maintain and enhance the universal access trail.

Section 8: Recommended Actions

Scenic Resource Management

As described in Section 1, the field at Malcolm Preserve represents a limited, yet significant, scenic resource for both visitors to the reservation and the general public as they pass by on Stearns Street. Thus, maintaining the field and its view from the street will be important for the visitor experience.

Objective: Maintain existing field area.

Current Management

The field is mowed annually by Trustees' staff.

Threats and Issues

Woody plant encroachment may threaten field habitat and herbaceous diversity.

Recommended Management

Action	Description/Rationale
Annually mow field.	Cutting field at least once annually will maintain the field's open and scenic character. If woody plants are increasing then two mowings per season may be needed.

Objective: Improve visibility of property from Stearns Street while maintaining partial cover to provide visitors with screening for privacy.

Current Management

Past neglect of field margins allowed trees and shrubs to grow, screening the field and property from view. Limited clearing of trees in the beginning of 2002 partially opened up this view.

Threats and Issues

- Woody plants redeveloping along wall will require regular maintenance.

Recommended Management

Action	Description/Rationale
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Selectively clear trees and shrubs from stone wall along Stearns Street.	Selectively remove trees to improve visibility from Stearns Street. Removing trees will also likely recreate historical conditions. Trees are young and thus clearly represent a recent development. It will be desirable to retain some attractive shrubs and smaller trees for aesthetics, wildlife (e.g. blueberry bushes) and for maintaining a sense of privacy for visitors to the reservation. This action requires prior approval from the Conservation Commission per the terms of the CR and may include the limited use of herbicides by a licensed applicator.
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The Visitor Experience

Sections 3 & 4 identify several important elements that contribute to the visitor experience at Malcolm Preserve including scenery. In addition to the above goals and objectives, which contribute to the visitor experience, the following objectives are intended to enhance the visitor experience at Malcolm Preserve.

Objective: Promote access to the reservation, particularly as "gateway" to Estabrook Woods area.

Threats and Issues

- Information on Malcolm Preserve's association with Estabrook Woods is lacking, thus visitors may not understand that the reservation serves as a gateway to this vast open space and its significant resources.
- Currently, the lack of directional signs for parking, can result in visitors driving around adjacent Malcolm Meadows community.
- Several sections of the hiking trail are wet during the spring months or cross small perennial streams, making hiking difficult.

Recommended Management

Action	Description/Rationale
In consultation with the Carlisle Conservation Foundation, create an interpretive display for main parking area that describes the Estabrook Woods, the preservation effort, and its appropriate access and use.	Malcolm Preserve was acquired in part to serve as a gateway to the Estabrook Woods area. Providing visitors with a map and brief description of the area will help visitors navigate through Malcolm Preserve and learn about the area's sensitivity and significance. In addition to consulting with CCF, this action requires prior approval from the town per the terms and conditions of the parking area license agreement.
Install signs for	Need additional signage to direct visitors to parking

directing visitors to parking areas.	areas. Currently confusion can result in visitors driving around adjacent Malcolm Meadows community.
Install bog bridges or boardwalks along wet sections of hiking trail.	Several sections of the hiking trail are either seasonally wet or cross small perennial streams. Note: Any new structures, including foot bridges, will require the prior approval by the Conservation Commission per the terms of the CR.
Provide visitors with information on trails within Malcolm Preserve.	Currently there is no trail map or description of trails on the bulletin board to help visitors navigate the trails at Malcolm Preserve.
Maintain hiking trails.	This is a routine management action that entails keeping trails safe and accessible for users by trimming back encroaching vegetation, removing safety hazards such as dead trees and the occasional control of poison ivy. While trail maintenance is allowed under the CR herbicide application will require prior approval from the conservation commission.

Objective: Maintain and enhance the universal access trail.

Threats and Issues

- This trail could be enhanced through plantings intended to attract wildlife and to expand the visitor experience through interpretation and education of these plantings and associated issues (e.g. native plant conservation). Extending the trail to access more of the field could also be an option.

Recommended Management

Action	Description/Rationale
Maintain universal access trail in appropriate condition for wheelchairs and strollers.	Although this trail is low maintenance, the occasional seasonal resurfacing or other action (e.g. replacement of sideboards or herbiciding) will be needed to maintain the trail and parking area in appropriate condition.

Work with CCF to develop a landscaping/maintenance plan that enhances the visitor experience along the universal access trail. This could include trail expansion, landscaping and interpretation.	This plan should consider wildlife and native species as well as their interpretation. Note: This action will require the prior approval by the Conservation Commission per the terms of the CR.
Maintain bird nesting boxes within view of the universal access trail.	Both tree swallows and the state watch-listed bluebird utilize nesting boxes readily. Placing nesting boxes in and around the field will provide visitors with improved opportunities for viewing these native species.

Section 9: Implementation

Section 8 outlines the recommended actions needed to meet the goals and objectives for protecting Malcolm Preserves' scenic, natural and cultural resources while at the same time providing visitors with a high quality experience. Financial resources permitting, Section 9 outlines how these actions will be implemented.

The Implementation Table lists all of the recommended actions and their assigned implementation, and identifies the resources that will be needed to implement the action steps. If an action step requires new resources, human or financial, it has been bolded.

Table 1 summarizes the new financial and volunteer resources required to implement the recommended actions and provides an estimate of the total cost of implementing this management plan (in 2002 dollars). It is important to note that these estimates do not reflect key action steps, such as creating a landscape/maintenance plan for the universal access trail, where the costs are not yet known.

Table 1: Implementation Costs

	<u>New Costs</u>	<u>Additional Staff Hours</u>	<u>Additional Volunteer Hours</u>
FY 03	\$290	141	
FY 04		24	
Ongoing (annually)	\$150	30*	
Total	\$440	187	

* This number includes an additional 10 hours if field is mowed twice in one season.

Plan Monitoring and Review

This management plan will inform the development of annual work plans for the staff that are responsible for managing Malcolm Preserve. The staff will review the progress on recommendations and will summarize progress and revisions in memo form for inclusion with the management plan.

Implementation Table

Action	When	Description/Rationale	Resources Needed
Annually mow field.	Ongoing	Cutting field at least once annually will maintain the field's open and scenic character. If woody plants are increasing then two mowings per season may be needed.	Annual cost: Requires approximately 8-10 hours of staff time with tractor and field mower per mowing.
Clear selective trees and shrubs from stone wall along Stearns Street.	2003	Selectively remove trees to improve visibility from Stearns Street. Trees are young and thus clearly represent a recent development. It will be desirable to retain some attractive shrubs and smaller trees for aesthetics, wildlife (e.g. blueberry bushes) and for maintaining a sense of privacy for visitors to the reservation. This action requires prior approval from the Conservation Commission per the terms of the CR and may include the limited use of herbicides by a licensed applicator.	<p>Initial cost of clearing: Estimate that clearing and clean-up would require 48-64 person-hours with chainsaws & brush saws, tractor & chipper.</p> <p>Annual cost for maintenance: Estimate 8-12 person-hours with brush saws.</p>
In consultation with the Carlisle Conservation Foundation, create an interpretive display for main parking area that describes the Estabrook Woods, the preservation effort, and its appropriate access and use.	2003	Malcolm Preserve was acquired in part to serve as a gateway to the Estabrook Woods area. Providing visitors with a map and brief description of the area will help visitors navigate through Malcolm Preserve and learn about the area's sensitivity and significance. In addition to consulting with CCF, this action requires prior approval from the town per the terms and conditions of the parking area license agreement.	Sufficient information for such a display may already exist but would need to be collected. It could possibly be done for little or no cost with assistance of Carlisle Conservation Foundation.
Install signs for directing visitors to parking areas.	2003	Need additional signage to direct visitors to parking areas. Currently confusion can result in visitors driving around adjacent Malcolm Meadows community.	Signs were purchased in FY2000 and are currently in stock. Estimate 4 hours of staff time needed to install.



Install bog bridges or boardwalks along wet sections of hiking trail.	2003	Several sections of the hiking trail are either seasonally wet or cross small perennial streams. Note: Any new structures, including foot bridges, will require the prior approval by the Conservation Commission per the terms of the CR.	Estimated costs for materials \$250.00 with 48 hours of staff time to build and install. Replace in 15-20 years (?)
Provide visitors with information on trails within Malcolm Preserve.	2003	Currently there is no trail map or description of trails on the bulletin board to help visitors navigate the trails at Malcolm Preserve.	GIS estimates 25 hours for GPS and mapping and an additional \$40 for printing, including UV protection.
Maintain universal access trail in appropriate condition for wheelchairs and strollers.	Ongoing	Although this trail is low maintenance, the occasional seasonal resurfacing or other action (e.g. replacement of sideboards or herbiciding) will be needed to maintain the trail and parking area in appropriate condition.	Annual cost: Materials cost estimated to be \$100.00-150.00 per year on average.
Maintain hiking trails	Ongoing	This is a routine management action that entails keeping trails safe and accessible for users by trimming back encroaching vegetation, removing safety hazards such as dead trees and the occasional control of poison ivy. While trail maintenance is allowed under the CR herbicide application will require prior approval from the conservation commission.	No additional resources expected. However, up to 8 hours of staff time may be needed annually.
Work with CCF to develop a landscaping/maintenance plan that enhances the visitor experience along the universal access trail. This could include trail expansion, landscaping and interpretation.	2004	This plan should consider wildlife and native species as well as their interpretation. Note: This action will require the prior approval by the Conservation Commission per the terms of the CR.	No additional resources expected. Some staff time (24 hours?) may be necessary.

<p>Maintain bird nesting boxes within view of the universal access trail.</p>	<p>Ongoing</p>	<p>Both tree swallows and the state watch-listed bluebird utilize nesting boxes readily. Placing nesting boxes in and around the field will provide visitors with improved opportunities for viewing these native species.</p>	<p>No additional resources expected. Some volunteer time may be necessary in future as boxes need replacing.</p>
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Malcolm Preserve - Base Map

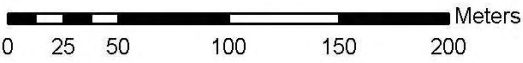


Legend

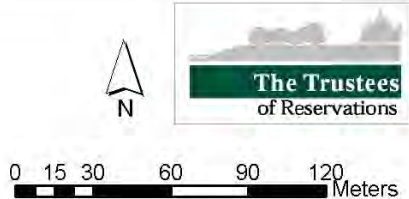
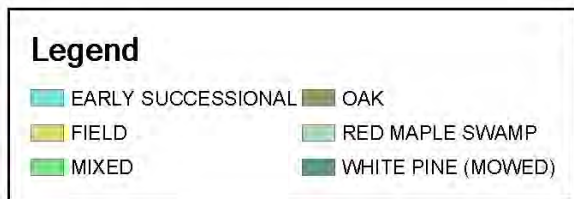
-  Property Boundary
-  Trails



The Trustees
of Reservations



Malcolm Preserve - Vegetation Communities



Appendices

- A: 1998 MOU between The Trustees of Reservations and Carlisle Conservation Foundation
- B: 2002 License agreement for Malcolm Meadows parking area
- C: 2004 Town of Carlisle Conservation Restriction on Malcolm Preserve

MEMORANDUM OF UNDERSTANDING
between
CARLISLE CONSERVATION FOUNDATION
and
THE TRUSTEES OF RESERVATIONS

**With Regard to Ownership and Management of the Malcolm Preserve
and Cooperative Monitoring of Adjacent and Nearby Conservation Restrictions**

The Memorandum of Understanding (MOU) is made this ^{28th} day of April 1998 by and among the Carlisle Conservation Foundation, a Massachusetts charitable corporation with articles of organization, general laws, chapter 180, section 7, filed in the office of the secretary of the commonwealth and certificate of incorporation issued as of July 15, 1960 and with a current address at Box 300, Carlisle, Massachusetts 01741 ("CCF") and The Trustees of Reservations, a Massachusetts charitable corporation organized under Chapter 352 of the Acts of 1891 with an address at 572 Essex Street, Beverly, Massachusetts 01915 ("TTOR") and their successors and assigns, for the purpose of providing adequate stewardship on a permanent basis for the Malcolm Preserve ("the Preserve"), to be comprised initially of a 10.6 acre parcel on Stearns Street, in Carlisle, Massachusetts, as more particularly described in Exhibit A attached hereto and made a part hereof

WITNESSETH:

WHEREAS, the Malcolm Preserve serves as the northern gateway to the Estabrook Woods of Carlisle and Concord and is a key component of the Estabrook Woods protection program in which CCF and TTOR have been engaged for at least the past three years;

WHEREAS, CCF, with assistance from TTOR, purchased with locally donated funds the Preserve on Stearns Street from the Carlisle Congregational Church by quitclaim deed dated May 28, 1996 and recorded in the Middlesex South Registry at Book 191, Page 45; and

WHEREAS, CCF intends to convey the initial 10.6 acre portion of the Preserve by quitclaim deed to CCF and TTOR as tenants in common; and

WHEREAS, TTOR has raised funds from an anonymous foundation for start-up costs for the Malcolm Preserve and for endowment to defray the costs of perpetual maintenance; and

WHEREAS, TTOR anticipates receiving separate contributions to its Conservation Restriction Fund to endow its monitoring and enforcement of conservation restrictions granted to TTOR as part of the Estabrook Woods project; and

WHEREAS, CCF and TTOR intend to convey a perpetual conservation restriction on the Premises under Chapter 184 Sections 31-33 to the Town of Carlisle; and

WHEREAS, CCF and TTOR intend to manage the Preserve cooperatively as a scenic and natural area for scenic enjoyment and passive recreational use by the general public, subject to appropriate rules and regulations, and as natural habitat for flora and fauna; and

WHEREAS, CCF and TTOR intend to manage adjacent conservation land owned by the Town of Carlisle on Two Rod Road and to the west of Two Rod Road as part of the Preserve, subject to agreement with the Town of Carlisle Conservation Commission and Board of Selectmen; and

WHEREAS, TTOR intends to include the Malcolm Preserve in its Property Guide, with a note to the effect that parking is limited; and

WHEREAS, TTOR has accepted a conservation restriction from the Town of Carlisle on the Davis Conservation Corridor to the east of the Premises; and

WHEREAS, TTOR intends to accept a conservation restriction, if offered, from the Town of Carlisle burdening its above-referenced adjacent land and CCF and TTOR intend to cooperate in monitoring said conservation restriction; and

WHEREAS, TTOR and CCF have accepted a conservation restriction on land to the south of the Premises owned by Jonathan and Winifred Sachs, and intend to accept a conservation restriction on land to the south and west of the Premises to be purchased by the Town of Carlisle from Jonathan and Winifred Sachs;

WHEREAS, CCF and TTOR wish to set forth their respective responsibilities for management and stewardship of the Preserve and monitoring of the above-referenced conservation restriction to be accepted and held by TTOR or by TTOR and CCF;

NOW, THEREFORE, CCF and TTOR, in consideration thereof, agree as follows:

A. TTOR and CCF AGREE TO:

1. Cooperate in the preparation (and future updating as necessary) of a Stewardship Plan with accompanying map for the Preserve. The Stewardship Plan will discuss and, where appropriate, show on a map or maps the natural, scenic, and historic resources of the Preserve, opportunities for trails and interpretation of these features, appropriate rules and regulations for access and uses of the Preserve, a long-term management "vision" for the Preserve, and shorter-term management needs.
2. Negotiate, execute, and support the approval by Town and Commonwealth of a permanent conservation restriction on the Malcolm land owned by TTOR and CCF. Make good faith efforts to prepare a mutually satisfactory document by March 31, 1998, and to achieve approval and recording of the document by June 30, 1998.
3. Cause their designated representatives to meet at least annually between September and December to discuss management of the Preserve and the revenues and expenses therefor with respect to the current and ensuing fiscal years (April 1 - March 31) and any necessary changes in the Plan.
4. Provide each other with an opportunity to review, in advance, proposed major news releases or major publicity regarding the property. This provision is not meant to require prior review of minor or routine news releases or publicity.

5. Make good faith efforts to give each other accurate and generous credit in interviews, news releases and other publicity for each other's participation in establishing and caring for the Preserve.
6. Cooperate in the monitoring of the above-referenced conservation restrictions, provided however that the costs of such enforcement will be borne by TTOR using its Conservation Restriction Fund and other funds it may raise or make available for that purpose.
7. Provide written notice one to another at least one year in advance of any contemplated conveyance of a title interest in the Preserve.
8. Convey a title interest in the Preserve only to each other, to the Town of Carlisle, the Commonwealth of Massachusetts, or a charitable conservation organization in good standing with general purposes compatible herewith, unless CCF and TTOR otherwise agree.
9. Notify each other promptly upon a change in the name, address, and phone number of respective designated representatives responsible for matters associated with this memorandum.
10. In the event of serious disagreement regarding interpretation of this Memorandum, to submit the dispute to binding arbitration under the guidelines or procedures of the American Arbitration Association or successor organization.

B. TTOR AGREES TO:

1. Provide professional management of the Preserve, according to a general management plan agreed to by TTOR and CCF, through its property management staff and contractors as TTOR deems suitable. TTOR's management will include the following, to the extent that these services can be reasonably provided within the annual revenue available to TTOR for these management activities:
 - a. Laying out and clearing of a trail system as indicated in the Stewardship Plan;
 - b. Mowing of open areas at least twice a year as indicated in the Stewardship Plan, such mowing to be timed to avoid undue damage to nesting birds;
 - c. Maintenance of vegetation along Stearns Street to enhance the roadside appearance while maintaining a visual buffer for the benefit of residences to the north of Stearns Street;
 - d. Management of forested areas to favor a broad distribution of plants and wildlife, with special attention to rare or endangered plants and animals and their habitats;
 - e. Erection and maintenance of a sign identifying the property and a smaller signs setting forth the rules and regulations for use of the property;

- f. Design and printing of appropriate property map and interpretative text to be approved by CCF;
- g. Assistance to CCF in picking up litter and trash along Stearns Street and Two Rod Road and within the Preserve itself.

It is understood that the staff and financial resources available to TTOR are limited and that TTOR will implement the above management activities gradually as resources permit.

- 2. Provide professional monitoring, administration, and enforcement, if necessary, of a perpetual conservation restriction on the aforementioned parcel of town conservation land adjacent to the Preserve.
- 3. Consult with the President or other designated representative of CCF at his/her request during the course of the year with regard to management of the Preserve, and problems that may arise.

C. CCF AGREES TO:

- 1. Make good-faith efforts to provide a volunteer or part-time staff warden or wardens to supplement TTOR's professional management of the Preserve, with specific reference to picking up litter and notifying TTOR of any problems observed at the Preserve, and monitoring of the aforementioned conservation restriction.
- 2. Make good-faith efforts to encourage appropriate volunteer participation by CCF members in the ongoing stewardship of the property.
- 3. Make good-faith efforts to assist in the monitoring of the adjacent conservation restrictions on Town-owned land as well as the nearby conservation restrictions referenced above. Such assistance will include appointment of a volunteer monitor(s) who will (i) make an on-site inspection of the conservation restrictions at least annually; (ii) make additional on-site inspections upon a report from TTOR that aerial monitoring or other information has suggested the possibility of a violation of the terms of the conservation restrictions; (iii) report promptly to TTOR on the results of on-site inspections; and (iv) cooperate in the legal enforcement of conservation restrictions held jointly by TTOR and CCF.
- 4. Serve as general liaison with Town of Carlisle officials, including the Conservation Commission.
- 5. Inform TTOR's designated representative (currently its Central Regional Director) of any observed problems with regard to the Preserve, such as misuse or overuse by visitors, unusual accumulations of litter, violations of the conservation restriction, illegal or inappropriate activities on the Preserve, failure of the Town to maintain or plow the parking area.
- 6. Consult with the Central Regional Director or other designated representative of TTOR at his/her request during the course of the year with regard to management of the Preserve and problems that may arise.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the last date written below.

THE TRUSTEES OF RESERVATIONS

CARLISLE CONSERVATION FOUNDATION

By: Frederic Winthrop
Its: Executive Director
Date: 4/1/98

By: Eunice D. Knight
Its: President
Date: 4/28/98

COMMONWEALTH OF MASSACHUSETTS

Essex, ss. April 1, 1998

Then personally appeared the above-named Frederic Winthrop and acknowledged the foregoing instrument to be the free act and deed of The Trustees of Reservations, before me.

Virginia C. Black
Notary Public
My commission expires: June 28, 2002

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. April 28, 1998

Then personally appeared the above-named Eunice D. Knight, President and acknowledged the foregoing instrument to be the free act and deed of the Carlisle Conservation Foundation, before me.
Inc.

G. B. Peterson
Notary Public
My commission expires: 11/15/02
GREG PETERSON

LICENSE AGREEMENT
MALCOLM MEADOWS PARKING AREA

WHEREAS The Town of Carlisle, through its Conservation Commission, for administration, control, and maintenance under the provisions of G. L. c. 40, §8C, is the owner (the "Owner") of the land shown as Parcel A, Parcel B, Parcel 1C and Parcel 1D on a plan of land entitled "Malcolm Meadows, Carlisle, Mass., Record Plan (Sheet 3 of 10), for Northwest Structures, Inc., Scale 1"=100', Date: June 17, 1996, Revised March 22, 1996, Revised April 2, 1996," (the "Plan"); and

WHEREAS The Trustees of Reservations, Inc. (" The Trustees"), in conjunction with the Carlisle Conservation Foundation, Inc., are the owners of the land shown as Parcel 1A and Parcel 1B on the Plan; and

WHEREAS all of said Parcels A, B, 1A, 1B, 1C, and 1D are to be used in conjunction with each other for conservation and passive recreation purposes by the public; and

WHEREAS the sole area available for off-street public parking is situated on Parcel 1D, as shown on the Plan;

NOW, THEREFORE, the Owner grants to The Trustees a non-exclusive license to install and maintain a sign and a bulletin board on Parcel 1D and to use the parking area on Parcel 1D for all purposes for which conservation land parking areas are ordinarily and customarily used in the Town of Carlisle, subject to the following terms and conditions:

1. The terms of this license shall be for a period of three (3) years, unless sooner terminated by mutual agreement of the parties.
2. The content, design, construction, materials and location of the sign and the bulletin board shall be subject to the prior approval of the Owner, which approval shall not be unreasonably withheld.
3. During the terms of this license, The Trustees shall maintain the parking area in good repair and free of debris, trash or other unsightly material. The Trustees, however, shall have no obligation to plow or remove snow from the parking area.
4. The Trustees shall indemnify and hold the Owner harmless from and against any and all debts, demands, actions, causes of actions, suits, losses, damages and any and all claims demands and liabilities whatsoever of every name and nature, absolute or contingent, both in law and equity, which may be imposed upon, incurred by, or asserted against the Owner by reason of any breach of this License by The Trustees.

Executed as an instrument under seal this 9th day of April 2002.

CARLISLE CONSERVATION
COMMISSION

THE TRUSTEES
OF RESERVATIONS, INC.

Jonathan B. ...

Richard O'Brien

[Signature]

John ...

[Signature]
... R. ...

Christine Kavalauskas

J. Thomas ...

CARLISLE BOARD OF SELECTMEN

John ...

Kevin ...

[Signature]

Raymond ...



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**CONSERVATION RESTRICTION
TO
TOWN OF CARLISLE**

Malcolm Preserve

I. Grantor Clause

The CARLISLE CONSERVATION FOUNDATION, a Massachusetts charitable corporation with articles of organization, General Laws, Chapter 180, Section 7, filed in the office of the Secretary of the Commonwealth, and certificate of incorporation issued as of July 15, 1960, and with a current address at Box 300, Carlisle, Massachusetts 01741 ("CCF"), and THE TRUSTEES OF RESERVATIONS, a Massachusetts charitable corporation organized under Chapter 352 of the Acts of 1891, with an address at 572 Essex Street, Beverly, Massachusetts 01915 ("The Trustees"), and their successors and assigns, grant, with quitclaim covenants, to the TOWN OF CARLISLE, a Massachusetts municipality in Middlesex County, and its successors and permitted assigns ("Grantee"), in perpetuity and exclusively for conservation purposes, the following described Conservation Restriction on a parcel of land of approximately 10.6 acres located in the said Town of Carlisle, Massachusetts, said parcel being described in Exhibit A attached ("Premises") and known as the Malcolm Preserve. Hereafter the term "Grantor" shall mean the said Carlisle Conservation Foundation and The Trustees of Reservations, and their heirs, devisees, successors and assigns. This Conservation Restriction shall be held by the Town of Carlisle and administered by the Carlisle Conservation Commission. The Commission may prohibit any actions on or uses of the parcel that are inconsistent with the terms of this Conservation Restriction.

II. Purposes

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the General Laws and otherwise by law. Its purpose is to ensure that the Premises will be retained in perpetuity predominantly in their natural, scenic, and open condition, to preserve wildlife habitat and compatible recreational uses, and to prevent any use of the Premises that will significantly impair or interfere with the conservation values of the Premises. The public benefits resulting from conservation of the Premises include, without limitation:

- A. The Premises are a portion of the historic four square mile area known since the days of Henry David Thoreau as the Estabrook Woods and are a portion of one of the largest isolated and undeveloped tracts of woodland in the immediate environs of the Boston metropolitan area (hereinafter called the "Estabrook Woods").
- B. The size, form and ecological diversity of the Estabrook Woods and its environs have been recognized as an important and critical area to preserve as undeveloped open space, by the Massachusetts Division of Fisheries and Wildlife Fish and Wildlife, the Massachusetts Natural Heritage and Endangered Species Program, the 1987 Long Range Plan and 1992 Open Space Plan of the Town of Concord and the 2000 Open Space and Recreation Report of the Town of Carlisle.

- C. The Premises are part of the buffer to 672 acres of land within the Estabrook Woods owned by Harvard College and managed for field research and educational purposes as the Concord Field Station of the Museum of Comparative Zoology (the "Harvard Land"). This Conservation Restriction is being granted in part to assist the ongoing effort to protect in perpetuity land in the vicinity of the Harvard Land and in reliance upon Harvard's commitment and assurances that such buffer will assure that the Harvard Land will have the protection necessary to assure its continued usefulness for the purposes contemplated by the gifts which enabled the Harvard Land to be acquired. The terms of Harvard's charitable obligations, commitment, and assurances are contained in the records of Harvard College, including without limitation, the following documents: (i) Statement of Public Charitable Obligation, described in a letter dated June 2, 1994 from the President of Harvard and the Director of the Museum of Comparative Zoology to the Concord Land Conservation Trust and the Carlisle Conservation Foundation and recorded January 9, 1997 at the Middlesex South Registry of Deeds, Book 8387, Page 253, and January 10, 1997 at the Middlesex North Registry of Deeds, at Book 8418, Page 72; (ii) Museum of Comparative Zoology, Harvard University, "Terms of Gifts for Concord Field Station" [June, 1966]; (iii) "The Concord Field Station, An Ecological Outdoor Laboratory Within 20 miles of Cambridge at Concord, Massachusetts." Memorandum, revised, November 1966; (iv) Report of the Overseers Committee, "Ecological Study Area for the Biological Community of Harvard University" [undated].
- D. The Premises immediately adjoin the 23.1-acre parcel of land known as the Malcolm Land, owned by the Town of Carlisle through its Conservation Commission and subject of a companion Conservation Restriction from the Town of Carlisle to The Trustees of Reservations.
- E. The Premises are near and protect, to the east, the 126.45- acre parcel of land known as the Davis Corridor, owned by the Town of Carlisle, encumbered by a Conservation Restriction granted by The Town of Carlisle to The Trustees of Reservations, recorded on January 10, 1997 in the Middlesex North Registry of deeds, Book 8387, Page 234.
- F. The Premises are near and protect, to the south, the 44.4-acre parcel of land encumbered by a Conservation Restriction granted by Jonathan and Winifred Sachs to The Trustees of Reservations and the Carlisle Conservation Foundation, filed on December 31, 1997 in the North Middlesex Land Court Registry as Document No. 173351, noted on Certificate No. 32740 in Book 166, Page 279, and clarified and confirmed by an Estoppel Certificate filed on October 21, 1999 in said Registry as Document No. 186374 and noted on said Certificate No. 32740.
- G. The Premises are adjacent to and protect, to the east, the scenic character of Two Rod Road, an ancient and historic way now discontinued by the Town of Carlisle. The Premises also serves as a greenway link for public access, via a trail, from Stearns Street to Two Rod Road, which in turn provides access to the Davis Corridor in Carlisle, the Harvard Land, and Concord conservation land at Punkatasset on Monument Street.
- H. The Premises are located entirely within a Standard Metropolitan Statistical Area and are located within three (3) miles of a National Park, the Premises being located within the

Boston SMSA, as now defined by the U.S. Office of Management and Budget, and being located within three (3) miles of the Minute Man National Historical Park.

III. Prohibited Acts and Uses, Exceptions Thereto, and Permitted Uses

A. Prohibited Acts and Uses. Subject to the exceptions set forth in paragraph B below, the following acts and uses are expressly prohibited on the Premises:

1. Constructing, placing or allowing to remain any building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, sign, fence, billboard or other advertising display, antenna, utility pole, tower, conduit, line or other temporary or permanent structure or facility on, above or under the Premises;
2. Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit;
3. 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;
4. Cutting, removing or otherwise destroying trees, grasses or other vegetation;
5. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, or archaeological conservation;
6. 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 paragraph B, or as required by the police, firemen or other governmental agents in carrying out their lawful duties;
7. Hunting or trapping;
8. Any recreational use for profit or any commercial recreational use (other than de minimis commercial recreational activity);
9. Any other use of the Premises or activity thereon which is inconsistent with the purpose of this Conservation Restriction or which would materially impair significant conservation interests unless necessary for the protection of the conservation interests that are the subject of this Conservation Restriction; and
10. Conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted) without the prior written consent of Grantee.

B. Reserved Rights. All acts and uses not prohibited in paragraph A are permissible. Notwithstanding the provisions of paragraph A, the following acts and uses are also permitted but only if such uses and activities do not materially impair the purpose of this Conservation Restriction or other significant conservation interests:

1. Recreational Activities. Hiking, horseback riding, cross-country skiing, and other non-motorized outdoor recreational activities that do not materially alter the landscape or degrade environmental quality.
2. Trails. The construction, maintenance and marking of unpaved paths and trails incidental to the permitted passive, non-motorized recreational activities. Said construction, maintenance and marking shall also include, but only with the prior written approval of the Grantee, application to the paths or trails of a water-permeable surface if required to comply with the accessibility requirements of the Americans with Disabilities Act, and the construction and maintenance of bridges and boardwalks as required to permit safe passage and prevent damage to wetland resources.
3. Trail Maintenance. The maintenance of presently existing trails and woodland roads located on the Premises substantially in their present condition or as reasonably necessary for the uses hereinafter permitted.
4. Forest Management. Consistent with the purposes of this Conservation Restriction, with an emphasis on the conservation of forested habitats, and in accordance with an ecologically responsible forest management plan prepared by a qualified professional forester and approved from time to time by Grantee, selective pruning and cutting to prevent, control or remove hazards, disease or insect damage, to prevent fire, or to preserve the present condition of the Premises including vistas, woodland roads and trails.
5. Field Maintenance. Consistent with the purposes of this Conservation Restriction, the periodic mowing or otherwise cutting of vegetation to maintain open fields and meadows.
6. Minor Educational and Recreational Structures. The construction, maintenance, repair and replacement of minor structures for use by the public for educational and passive recreational purposes, including but not limited to interpretive signs and exhibits, benches, and an unheated picnic or skiing shelter. Said structures shall be designed and located so as not to have a deleterious impact on the conservation purposes (including scenic values) of this Conservation Restriction.
7. Plant and Wildlife Habitat Improvement. With the prior written permission of Grantee, all mechanical and chemical measures to control invasive, noxious, or nuisance plant and animal species, to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species.
8. Motor Vehicles. The use of motor vehicles as required by police, firemen, or other government agents in carrying out their lawful duties and the use of motor vehicles required for the performance of other activities permitted under this paragraph B.
9. Field Studies. Such use of the Premises for field studies and research conducted, sponsored, or approved by the Concord Field Station of the Museum of Comparative Zoology of Harvard and which has received the prior approval of the Grantor.

10. Archaeological Investigations. The conduct of archaeological activities, including without limitation survey, excavation and artifact retrieval, following submission of an archaeological field investigation plan and its approval in writing by Grantee and the State Archeologist of the Massachusetts Historical Commission (or appropriate successor official).
11. Signs. The erection, maintenance and replacement of signs with respect to hunting, trespass, trail access, identity and address of the occupants, the Grantor's and/or the Grantee's interest in the property, and the protected conservation values, such signs to be such as Grantor may deem necessary or desirable.

The exercise of any right reserved by Grantor under this paragraph B shall be in compliance with the then-current Zoning By-Law of the Town of Carlisle, the Wetlands Protection Act (General Laws Chapter 131, Section 40) and all other applicable federal, state and local law. The inclusion of any reserved right in this paragraph B requiring a permit from a public agency does not imply that Grantee takes any position on whether such permit should be issued.

- C. Notice and Approval. Whenever notice to or approval by Grantee is required under the provisions of paragraphs A or B, Grantor shall notify Grantee in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where Grantee's approval is required, Grantee shall grant or withhold its approval in writing within sixty (60) days of receipt of Grantor's written request therefor. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not materially impair the purposes of this Conservation Restriction. Failure of Grantee to respond in writing within such 60 days shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after the passage of time.

IV. Legal Remedies of Grantee

The rights hereby granted shall include 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 prior to such violation (it being agreed that Grantee will have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to Grantee. Grantor covenants and agrees to reimburse Grantee all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy or abate any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred. By its acceptance, Grantee does not undertake any liability or obligation relating to the condition of the Premises, including with respect to compliance with hazardous materials or other environmental laws and regulations. Enforcement of the terms of this Conservation

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

V. Access

The Premises are presently open to public use, and nothing herein shall change this. The Conservation Restriction hereby conveyed does not grant to Grantee, to the public generally, or to any other person any right to enter upon the Premises except as follows:

- A. There is hereby granted to Grantee and its representatives the right to enter the Premises (a) at reasonable times and in a reasonable manner for the purpose of inspecting the same to determine compliance herewith and (b) after 30 days prior written notice, to take any and all actions with respect to the Premises as may be necessary or appropriate, with or without order of court, to remedy, abate or otherwise enforce any violation hereof.
- B. There is hereby granted to Grantee the right to erect and from time to time replace, at appropriate locations near the boundaries of the Premises mutually agreed upon, suitable signs identifying Grantee as the holder of this Conservation Restriction.

VI. Extinguishment

If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this Conservation Restriction can be terminated or extinguished, whether in whole or in part, only by judicial proceedings in a court of competent jurisdiction. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then on a subsequent sale, exchange or involuntary conversion the Premises the proceeds shall be distributed in accordance with paragraph A below, subject, however, to any applicable law which expressly provides for a different disposition of proceeds.

- A. Proceeds. Grantor and Grantee agree that all proceeds shall be distributed to Grantor and placed by Grantor in an appropriate land fund and used by Grantor to acquire land for conservation use.
- B. Condemnation. Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then Grantor and Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by Grantor and Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed and used according to paragraph A above.

VII. Acts Beyond Grantor's Control

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

VIII. Duration and Assignability

- A. Running of the Burden with the Premises. The burdens of this Conservation Restriction shall run with the Premises and shall be enforceable against Grantor in perpetuity.
- B. Execution of Instruments. Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction.
- C. Running of the Benefit. The benefits of this Conservation Restriction shall be in gross and shall not be assignable by Grantee, except in the following instances from time to time:
 - 1. As a condition of any assignment, Grantee requires, and the successor or assign of Grantee agrees, that the purposes of this Conservation Restriction continue to be carried out, and
 - 2. 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 an eligible donee to receive this Conservation Restriction directly, and
 - 3. The Grantee complies with the provisions required by Article 97 of the Amendments to the State Constitution, as applicable.

IX. Subsequent Transfers

Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which Grantor conveys any interest in all or a portion of the Premises, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. Failure of Grantor to do so shall not impair the validity of this Conservation Restriction or limit its enforceability in any way.

X. Termination of Rights and Obligations

Notwithstanding anything to the contrary contained herein, the rights and obligations under this Conservation Restriction of any party holding any interest in the Premises terminate upon transfer of that party's interest, except that liability for acts or omissions occurring prior to transfer, and liability for the transfer itself if the transfer is in violation of this Conservation Restriction, shall survive the transfer.

XI. Estoppel Certificates.

Upon request by Grantor, Grantee shall within forty-five (45) days execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Conservation Restriction, and which otherwise evidences the status of this Conservation Restriction as may be requested by Grantor.

XII. Effective Date

Grantor and Grantee intend that the restrictions arising hereunder shall take effect when all requisite signatures pursuant to Section 32 of Chapter 184 of the General Laws have been obtained and the document has been recorded in the Middlesex North Registry of Deeds.

XIII. Miscellaneous

- A. **Controlling Law.** The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.
- B. **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purpose of Mass. Gen. Laws Chapter 184, Sections 31-33. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.
- C. **Severability.** If any provision of this Conservation Restriction shall to any extent be held invalid, the remainder shall not be affected.
- D. **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to the Conservation Restriction and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Restriction, all of which are merged herein.
- E. **Joint Obligation.** The obligations imposed by this Conservation Restriction upon the parties that together comprise "Grantor" shall be joint and several.
- F. **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
- G. **Pre-existing rights of the Public.** Approval of this Conservation Restriction pursuant to M.G.L Chapter 184, Section 32 by any municipal officials and by the Secretary of Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

No documentary stamps are required, as this Conservation Restriction is a gift.

Executed under seal this 20th day of July, 2004.

CARLISLE CONSERVATION
FOUNDATION, INC.

THE TRUSTEES OF RESERVATIONS

By: Sally L. Swift
Sally L. Swift
Title: President

By: Andrew W. Kendall
Andrew W. Kendall
Title: Executive Director

COMMONWEALTH OF MASSACHUSETTS

County of Middlesex, ss.

On this 20 day of July, 2004, before me, the undersigned notary public, personally appeared Sally L. Swift, proved to me through satisfactory evidence of identification, which was Personal Knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose, as President of the Carlisle Conservation Foundation, Inc., a Massachusetts charitable corporation.

Sylvia H. Roberts Willard
(Official signature and seal of notary)



Name: Sylvia H. Roberts Willard
Notary Public
My Commission Expires May 31, 2007

My commission expires: _____

COMMONWEALTH OF MASSACHUSETTS

County of Essex, ss.

On this 9 day of August, 2004, before me, the undersigned notary public, personally appeared Andrew W. Kendall, proved to me through satisfactory evidence of identification, which was Personal Knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Executive Director of The Trustees of Reservations, a Massachusetts charitable corporation.

Linda J. McAskill
(Official signature and seal of notary)

Name: Linda J. McAskill

My commission expires: September 17, 2010

ACCEPTANCE OF GRANT BY CARLISLE CONSERVATION COMMISSION

We, the undersigned, being a majority of the Conservation Commission of the Town of Carlisle, Massachusetts, hereby certify that at a meeting duly held on 12 August, 2004, the Conservation Commission voted to accept the foregoing Conservation Restriction to the Town of Carlisle pursuant to M.G.L. Chapter 184, Section 32 and Chapter 40, Section 8C.

CARLISLE CONSERVATION COMMISSION

[Signature]
[Signature]
Dennis Troppel
J Thomas Brown
Peter R Sum

COMMONWEALTH OF MASSACHUSETTS

County of Middlesex, ss.

On this 12th day of August, 2004, before me, the undersigned notary public, personally appeared Rog J. Watson, Jr., proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Chairman of the Conservation Commission of the Town of Carlisle, a Massachusetts municipality.

Sylvia H. Roberts Willard
(Official signature and seal of notary)

Name: _____

Sylvia H. Roberts Willard
Notary Public

My commission expires My Commission Expires
May 31, 2007



APPROVAL OF SELECTMEN

We, the undersigned, being a majority of the Selectmen of the Town of Carlisle, Massachusetts, hereby certify that at a meeting duly held on September 21, 2004, the Selectmen voted to approve the foregoing Conservation Restriction to the Town of Carlisle, pursuant to M.G.L. Chapter 184, Section 32 and Chapter 40, Section 8C.

BOARD OF SELECTMEN

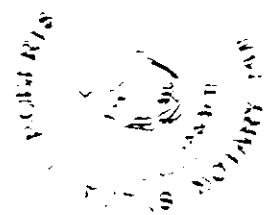
[Signature]
R. A. Sullivan
[Signature]
[Signature]

COMMONWEALTH OF MASSACHUSETTS

County of Middlesex, ss.

On this 21 day of September, 2004, before me, the undersigned notary public, personally appeared Tim Holt, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Chairman of the Board of Selectmen of the Town of Carlisle, a Massachusetts municipality.

Sylvia H. Roberts Willard
(Official signature and seal of notary)



Name: Sylvia H. Roberts Willard
Notary Public

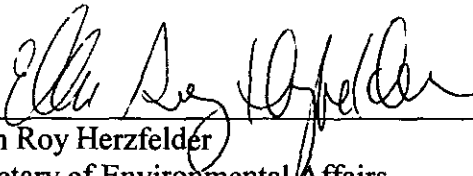
My Commission Expires
May 31, 2007

My commission expires: _____

APPROVAL BY SECRETARY OF ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS

The undersigned, Secretary of Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction to the TOWN OF CARLISLE has been approved in the public interest pursuant to M.G.L. Chapter 184, Section 32.

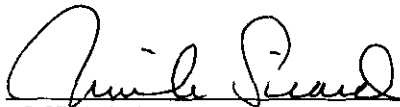
Date: Oct 1, 2004.


Ellen Roy Herzfelder
Secretary of Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk, ss.

On this 1st day of October, 2004, before me, the undersigned notary public, personally appeared Ellen Roy Herzfelder, proved to me through satisfactory evidence of identification, which was personal knowledge of identity, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose, as Secretary of Environmental Affairs of the Commonwealth of Massachusetts.


(Official signature and seal of notary)

Name: _____

My commission expires: _____

NICOLE SICARD
Notary Public
My Commission Expires December 31, 2004



EXHIBIT A
to
Conservation Restriction
from
Carlisle Conservation Foundation and The Trustees of Reservations
to
Town of Carlisle
Dated 20 July 2004

The Premises that are subject to this Conservation Restriction consist of the following parcel of land in Carlisle, Middlesex County, Massachusetts:

That certain parcel of land containing 10.6078 acres, more or less, and shown as Parcel 1A on a plan of land entitled "Malcolm Meadows, Carlisle, Mass., Record Plan (Sheet 3 of 10), For: Northwest Structures Inc." dated January 17, 1996, revised March 22, 1996, revised April 2, 1996, prepared by Stamski and McNary, Inc., and recorded in the Middlesex North District Registry of Deeds in Plan Book 191, Plan 45. For Grantor's title see the deed from John Bieren, Jr., Robert C. Craig, Ronald Thompson, and Kirk Ware, Trustees of the Carlisle Congregational Church, to the Carlisle Conservation Foundation, Inc., dated May 28, 1996, and recorded at the Middlesex North District Registry of Deeds in Book 8044, Page 131, and the deed for a one-half (1/2) undivided interest, as tenant in common, from the Carlisle Conservation Foundation, Inc., to The Trustees of Reservations, dated April 28, 1998, and recorded at the Middlesex North District Registry of Deeds in book 9264, Page 137.

END OF DOCUMENT

Richard P. Howe Jr.