

**TOWN OF CONCORD
SELECT BOARD
AGENDA**

January 28, 2019 – 7 p.m. – Select Board Room – Town House

1.	Call to Order
2.	Consent Agenda <ul style="list-style-type: none"> • Town Accountant Warrants • Minutes • Gift Acceptance <ul style="list-style-type: none"> · Noon Year's Eve Silent Auction (multiple donors) \$5,580.08 Carousel Preschool Scholarship Fund • One Day Special Licenses <ul style="list-style-type: none"> · Francie Crowley 2/23 6pm-10pm 40 Westford Road Wine & Malt · Concord Children's Center 3/30 6pm-11pm 54 Walden Street Wine & Malt
3.	Review & Approve Executive Session Minutes
4.	Town Manager's Report
5.	Chair's Report
6.	Review & Approve White Pond Conservation Restriction
7.	Amend Town Manager Search Committee charge
8.	Town Manager Search Committee update
9.	Public Comments
10.	Committee Liaison Reports
11.	Miscellaneous/Correspondence
12.	Committee Nominations:
13.	Committee Appointments:
14.	Committee Reappointments: Karen Currie of 247 Laws Brook Road #305 to the West Concord Advisory Committee for a term to expire May 31, 2021
15.	Adjourn to Town Caucus for 7:30 p.m.

PENDING

Monday	January 28	7:30 pm	Town Caucus	Town House
Monday	February 4	7 pm	Select Board Meeting	Town House
Monday	February 11	6:30 pm	Select Board Meeting	Town House
Monday	February 11	7 pm	Finance Committee – Public Hearing	Town House
Monday	February 18	All Day	Presidents Day	Town Offices Closed
Tuesday	February 19	7 pm	Select Board Meeting	Town House
Monday	February 25	6:30 pm	Select Board Meeting	Town House
Monday	February 25	7 pm	Finance Committee – Public Hearing	Town House
Tuesday	February 26	6:30 pm	Select Board Meeting	Town House
Tuesday	February 26	7 pm	Select Board – Public Hearing	Town House

Supporting materials for agenda items are available online at www.concordma.gov/sbmtgdocs. Materials are uploaded on the Friday before a Select Board meeting.

Gift Acceptance Log – January 28, 2019

Gift Received From:	For Gift Account:	Total Amount:
Noon Year's Eve Silent Auction (multiple donors)	Carousel Preschool Scholarship Fund	\$5,580.08

Weekly One Day License Log – January 28, 2019

Applicant Name & License Number	Phone Number	Date	Location	Type of Alcohol	Event Details
19-26 Francie Crowley	978 302-8169	2/23	40 Westford Road	Wine & Malt	Event Coordinator: Francie Crowley Bartenders: Ben Elliott Under 21: No First License in Concord: Yes
19-27 Concord Children's Center	978 369-6790	3/30	54 Walden Street	Wine & Malt	Event Coordinator: Jennifer Saxe Bartenders: Kim Parker, Thomas Ryan Under 21: No First License in Concord: No



TOWN OF CONCORD
DIVISION OF NATURAL RESOURCES
141 KEYES ROAD, CONCORD, MASSACHUSETTS 01742
TEL. (978) 318-3285 FAX (978) 318-3291

Delia R. J. Kaye
Natural Resources Director

January 16, 2019

Thomas McKean, Chair
Select Board
22 Monument Square
Concord, MA 01742

Re: White Pond Conservation Restriction

Dear Mr. McKean:

On behalf of the Natural Resources Commission, I am pleased to advise you that the Commission has recommended the Board's approval of the White Pond Conservation Restriction over two parcels off Plainfield Road and Powdermill Road. The Conservation Restriction is over Lot A-1 and Lot C-1, totaling 10.98 acres, and is being conveyed from the White Pond Associates, Inc. to the Concord Land Conservation Trust. It is the intention of the White Pond Associates to subsequently deed the fee interest in the land to the Natural Resources Commission.

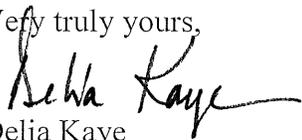
The purpose of this Conservation Restriction is to assure that the premises will be retained, in perpetuity, for conservation, open space, and agricultural purposes and to prevent any use of the Premises that will significantly impair or interfere with the conservation values. Preservation of the Premises provides a substantial public benefit on many fronts:

- The majority of the Premises is mapped as Farmland of Statewide Importance by the USDA Natural Resources Conservation Service (NRCS), the protection of which will ensure the continued availability of these agriculturally productive soils, as well as further the Town's commitment to environmental sustainability.
- Public access to the Premises will be allowed for walking, hiking, photography, nature study, cross country skiing, and similar passive outdoor recreational activities.
- The Premises contribute to the protection of the scenic and natural character of White Pond and the protection of the Premises as open space and for agricultural uses will enhance the open space value of these and nearby lands.

- Preserving the natural, undisturbed environment of the Premises will provide for groundwater recharge and aid in the protection of White Pond.
- The entirety of the Premises is mapped as a Zone II Wellhead Protection Area by the Massachusetts Department of Environmental Protection, and therefore will permanently protect important drinking water resources for the area.
- Approximately ½ acre of Lot C-1 is classified as “Critical Natural Landscape”, as defined by the Massachusetts Natural Heritage and Endangered Species Program, the protection of which aligns with NHESP’s wildlife and habitat protection objectives.

Please don't hesitate to contact me if further information would be helpful.

Very truly yours,



Delia Kaye
Natural Resources Director

cc Chris Whelan, Town Manager
Tom Falwell, Comins and Newbury
Joan Ferguson, Chair, Concord Land Conservation Trust

GRANTOR: White Pond Associates, Inc.
GRANTEE: Concord Land Conservation Trust
ADDRESS OF PREMISES: Lot A-1 and Lot C-1, Plainfield
Road, Concord, MA 01742
FOR GRANTOR'S TITLE SEE:
Book 5646, Page 32
Book 5990, Page 214
Book 8115, Page 220
Book 12654, Page 272

CONSERVATION RESTRICTION

WHITE POND ASSOCIATES, INC., a Massachusetts nonprofit corporation and having a principal place of business at 51 Riverside Avenue, Concord, MA 01742, being the sole owner, for itself and its successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grant with QUITCLAIM COVENANTS to **JOAN D. FERGUSON, PAULINE CROSS REEVE, JEFFREY WIEAND, JOHN M. STEVENS, JR., LYNN G. HUGGINS, JONATHAN M. KEYES and FREDERICK MULLIGAN** as **TRUSTEES** of the **CONCORD LAND CONSERVATION TRUST** u/d/t dated December 30, 1959 and recorded with the Middlesex South District Registry of Deeds in Book 9526, Page 429, as amended and restated in a Certificate of Trust Amendment dated December 22, 1998 and recorded with said Deeds in Book 29633, Page 315, with a mailing address of P.O. Box 141, Concord, MA 01742, their permitted successors and assigns ("Grantee"), for less than one hundred dollars, **IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES**, the following Conservation Restriction on land located in Concord containing in the aggregate approximately 10.98 acres ("Premises"), which Premises is more particularly described in Exhibit A and shown as Lot A-1 and Lot C-1 on a plan of land entitled "Plan of Land in Concord, Massachusetts, Prepared for: White Pond Associates, Inc.", dated August 2, 2018, by Perley Engineering LLC, recorded with Middlesex South District Registry of Deeds on September 11, 2018 as Plan No. 736 of 2018, a copy of which is attached hereto and incorporated herein as Exhibit B (the "Plan").

For Grantor's title see: (i) deed from Douglas Miller dated May 6, 1932 and recorded with the Middlesex South District Registry of Deeds in Book 5646, Page 32, (ii) deed from Auton A. Saunders dated December 2, 1935 and recorded with said Deeds in Book 5990, 214, (iii) deed from Raymond Wheeler and Alden R. Wheeler dated July 29, 1953 and recorded with said Deeds in Book 8115, Page 220, and (iv) deed from Joyce W. Sironen dated June 25, 1974 and recorded with said Deeds in Book 12654, Page 272.

I. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the General Laws and otherwise by law. The Premises contain a total of 10.98± acres with 883± feet of frontage on Plainfield Road (a public way), and 655± feet of frontage on Powder Mill Road (a public way). The Premises also front on a 493± foot portion of a County right of way running from Plainfield Road to White Pond. The existing principal use of the Premises is presently agriculture. The purpose of this Conservation Restriction is to assure that the Premises will be maintained in perpetuity for conservation and agricultural purposes, in a natural, scenic and undeveloped condition, and to:

- Encourage and promote recreational, educational, scientific and artistic outdoor activities;
- Maintain land near the shores of White Pond for these purposes;
- Preserve prime agricultural soils, as preserving the soils supports, encourages and preserves agricultural and other uses that are integral to agriculture; and
- Prevent any prohibited use or change that would impair or materially interfere with its conservation, recreational, agricultural, and preservation values (collectively, the “Conservation Values”).

In accordance with the terms of this Conservation Restriction it is intended that the Premises shall be restricted in perpetuity principally for conservation, open space and agricultural use.

The Conservation Values include the following:

- Agricultural Use. Permanently protecting the agricultural use of the Premises furthers the Town of Concord’s commitment to environmental sustainability. The majority of the Premises is mapped as Farmland of Statewide Importance by the USDA Natural Resources Conservation Service (NRCS), the protection of which will ensure the continued availability of these agriculturally productive soils.
- Open Space Protection. The Premises contributes to the protection of the scenic and natural character of White Pond and the protection of the Premises as open space and for agricultural uses will enhance the open-space value of these and nearby lands.
- Public Access. Public access to the Premises will be allowed for walking, hiking, photography, nature study, cross country skiing, and similar passive outdoor recreational activities.
- BioMap2. Approximately 0.52± acres of Lot C-1 are classified as “Critical Natural Landscape”, as defined by the Massachusetts Natural Heritage and Endangered Species Program, the protection of which aligns with NHESP’s wildlife and habitat protection objectives.
- Preserving the Premises. Preserving the natural, undisturbed environment of the Premises will provide for groundwater recharge and aid in the protection of White Pond.
- Water Supply Protection. The entirety of the Premises is mapped as a Zone II Wellhead Protection Area by the Massachusetts Department of Environmental Protection (MassDEP), and therefore will permanently protect important drinking water resources for the area.

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

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

A. Prohibited Acts and Uses

Subject to the exceptions set forth herein, including such activities as may be allowed under Section II.B hereof, the Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

- (1) Constructing, placing or allowing to remain any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, sign, fence, billboard or other advertising display, antenna, utility pole, tower, solar panel, solar array, 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 or otherwise making topographical changes to the area;
- (3) Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings generated off-site, waste or other substance or material whatsoever or the installation of underground storage tanks;
- (4) Cutting, removing or otherwise destroying trees, grasses or other vegetation;
- (5) Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, wildlife habitat, or archaeological conservation;
- (6) Use, parking or storage of vehicles including motorcycles, mopeds, all-terrain vehicles, trail bikes, or any other motorized vehicles on the Premises except for vehicles: necessary for public safety (i.e., fire, police, ambulance, other government officials) in carrying out their official duties, necessary for the mobility impaired, or necessary for Grantor and/or Grantee to perform maintenance or other work, including vehicles necessary for the agricultural activities described herein, including but not limited to tractors, trucks, balers, spreaders and planters, and similar types of vehicles;
- (7) The disruption, removal, or destruction of stone walls or granite fence posts on the Premises;

- (8) Subdivision or conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), and no portion of the Premises may be used towards building or development requirements on this or any other parcel;
- (9) The use of the Premises for commercial recreation, business, residential, or industrial use;
- (10) Overnight use, camping, horseback riding and hunting;
- (11) The keeping of livestock and fowl; and
- (12) Any other use of the Premises or activity which is inconsistent with the purpose of this Conservation Restriction or which would materially impair its Conservation Values except to the extent reasonably necessary for the protection of the Conservation Values that are the subject of this Conservation Restriction.

B. Reserved Rights and Exceptions

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

- (1) Outdoor Passive Recreational Activities. Walking, hiking, photography, nature study, and/or similar outdoor recreational activities;
- (2) Agricultural Activities. Conducting or permitting others to conduct agricultural activities. As used herein, “agricultural activities” shall mean the following:
 - a. raising and harvesting crops including vegetables, fruits, berries, nuts, and other foods for human consumption;
 - b. raising and harvesting crops for livestock or other production including feed, seed, hay and other forage grasses, flowers, or nursery products;
 - c. the use of motorized vehicles such as tractors, rototillers, vehicles necessary in haying operations, crop-harvesting vehicles, and other motorized vehicles, provided that the use of any such motorized equipment is only for the purposes of agricultural activities undertaken on the Premises; and
 - d. Farm Plan. Any agriculture involving the active production of more than five acres shall require a USDA Natural Resource Conservation Service (NRCS) Farm Conservation Plan or equivalent “Farm Plan” prepared for the Premises and approved by the Grantee. Such a Farm Plan shall be designed to avoid or minimize adverse impacts on soil and water quality, and other conservation and scenic values of the Premises, and shall be updated every ten (10) years or less during periods of agricultural uses of the Premises and provided to the Grantee. A copy of said Farm Plan shall be held at the office of the Grantee.
- (3) Revegetation. Replanting provided such revegetation is with native species and does not impair the existing open space and agricultural use of the Premises.
- (4) Composting. The stockpiling and composting of stumps, trees, brush, limbs, and similar biodegradable materials originating on the Premises, provided that such stockpiling and composting is in locations where the presence of such activities will not impair the conservation values (including scenic values) of this Conservation Restriction. No such activities will take

place closer than one hundred (100) feet from any wetland, waterbody or stream. All exercise of this reserved right shall take into account sensitive areas and avoid harm to nesting species during nesting season;

- (5) Topographic Changes and Vegetation Management. Minimal topographic changes and removal, pruning or cutting of trees, brush, grass and other vegetation necessitated for the allowed uses of the Premises as well as the selective minimal removing of brush, pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Premises, including fence lines, agricultural fields, and meadows;
- (6) Non-Native or Nuisance Species. The removal of non-native or invasive species, the interplanting of native species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
- (7) Trails. With the prior approval of the Grantee, the construction of new trails or the relocation of existing trails, provided no trails shall exceed a width of six (6) feet, and further provided that such trails do not interfere with the Conservation Values of the Premises;
- (8) Signs. Erecting, maintaining, and replacing signs to identify the interest of the Grantor or Grantee in the Premises, access and regulations (such as, but not limited to, “No Hunting” or “Open Dawn to Dusk”) which, consistent with the terms of this Conservation Restriction, Grantor or Grantee deem necessary or desirable; provided, however, that all such signs shall be the minimum size reasonably necessary to accomplish the aforesaid purposes and in the case of any such signs requested by Grantor, shall be subject to Grantee’s prior written approval.
- (9) Site Restoration. Any work undertaken in conjunction with the Reserved Rights described in this Section II.B shall seek to minimize, to the extent reasonably practical, disturbance to the Conservation Values and other natural features within the Premises that may be impacted as a result of exercising of any of the Reserved Rights described herein. Upon completion of any site work performed in conjunction with the Reserved Rights described in this Section II.B, any disturbed areas shall be restored substantially to the conditions with respect to soil material, grade, and vegetated ground cover in conformance with the conditions with respect to soil material, soil health, grade, and vegetated ground cover that existed prior to said work as nearly as practical, without unreasonably limiting, however, the nature and extent of the work that may be performed under such Reserved Rights;
- (10) Permits, Regulations, Laws. The exercise of any right reserved by Grantor under this Section II. B. shall be in compliance with zoning, the Wetlands Protection Act, and all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit should be issued;
- (11) Existing Structures. Maintenance, repair, removal or replacement, but not substantial enlargement, of the following:
 - a. The existing entrance from Plainfield Road to the existing County Right of Way to White Pond which entrance is located in part on Lot C-1; and
 - b. The existing paved pullout and wall located in part on Lot C-1 beginning approximately 210 feet from the Plainfield Road right of way.

- (12) Stormwater Management Structures. Construction, maintenance, repair, removal or replacement of stormwater management structures on Lot C-1 as part of any plan to improve the adjacent right of way to White Pond shown on the Plan as '1948 County Layout Right of Way to White Pond' in order to aid in the protection of White Pond.
- (13) Best Management Practices. The exercise of any right reserved by Grantor under this Section II.B shall follow established, up to date, and regionally-applicable Best Management Practices or similar standards developed by a governmental agency or other entity with known expertise in the area of practice and designed to protect the natural features potentially affected by the action(s).

C. Notice and Approval.

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

Subject to any applicable law or regulation, failure of Grantee to respond in writing within 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 60 days in the notice, the requested activity is not prohibited herein, and the activity will not materially impair the Conservation Values or purposes of this Conservation Restriction.

III. LEGAL REMEDIES OF THE GRANTEE

A. Legal and Injunctive Relief.

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 their condition prior to the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction. Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the Conservation Values of the Conservation Restriction.

To the extent permitted by law, Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred in any good faith enforcement of this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided, however, that Grantor shall not be obligated to reimburse Grantee for costs and expenses related to any such enforcement that Grantor successfully challenges as evidenced by a final, unappealable determination of a court of competent jurisdiction to have occurred. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey and to have the boundaries permanently marked.

B. Non-Waiver.

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

C. Disclaimer of Liability

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

D. Acts Beyond the Grantor's Control

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

IV. ACCESS

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

Grantor hereby grants to the general public access to the Premises as described in Section II.B provided that such agreement by Grantor is subject to Grantor's reserved right to establish reasonable rules, regulations, and restrictions on such permitted recreational use by the general public for the protection of the purposes and Conservation Values of this Conservation Restriction. Grantor has the right to control, limit, or prohibit by posting and other reasonable means activities or uses of the Premises not authorized in Section II.B Grantor's right to grant public access across the Premises is subject to the restrictions described in this Conservation Restriction. Any public use which is permitted by the terms of this Conservation Restriction constitutes permission to use the Premises for purposes described in the Massachusetts General Laws Chapter 21, Section 17C and Grantor and Grantee hereto benefit from exculpation from liability to the extent provided in such section. Grantee may require Grantor to post the Premises against any use that may result in rutting or erosion or other damage to the natural resources of the Premises.

V. EXTINGUISHMENT

A. Termination or Extinguishment. If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Massachusetts Secretary of Energy and Environmental Affairs. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantees, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph V. B. below, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds and after complying with the terms of any gift, grant, or funding requirements. Grantees shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein.

B. Proceeds. Grantor and Grantee agree that the donation of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction determined at the time of the gift, bears to the value of the unrestricted property. Such proportionate value of the Grantee's property right shall remain constant.

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

VI. DURATION & 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. Execution of Instruments. The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantor, on behalf of itself and its successors and assigns, appoints the Grantee their attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves to execute any such instruments upon request.

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

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

assignment will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VII. SUBSEQUENT TRANSFERS

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

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

VIII. ESTOPPEL CERTIFICATES

Upon request by Grantor, Grantee shall, within sixty (60) days execute and deliver to Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance with any obligation of the Grantor contained in this Conservation Restriction.

IX. NON MERGER

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

X. AMENDMENT

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the General laws of Massachusetts. Any amendments to this conservation restriction shall occur only in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs and if applicable, shall comply with the provisions of Art. 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Middlesex South District Registry of Deeds.

XI. EFFECTIVE DATE

This Conservation Restriction shall be effective when Grantor and Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and it has been recorded in a timely manner in the Middlesex South District Registry of Deeds.

XII. NOTICES

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

To Grantor: White Pond Associates, Inc.
51 Riverside Avenue
Concord, MA 01742

To Grantee: Concord Land Conservation Trust
P.O. Box 141
Concord, MA 01742

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

XIII. GENERAL PROVISIONS

A. Controlling Law. The interpretation and performance of this 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 purposes of Chapter 184, Sections 31, 32, and 33 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any 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 or the application thereof to any person or circumstance is found to be invalid, the remainder of the provision of this Conservation Restriction shall not be affected thereby.

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

XIV. MISCELLANEOUS

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

B. Subordination: Grantor shall record at the appropriate Registry of Deeds simultaneously with this Conservation Restriction all documents necessary to subordinate any mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

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

Signature pages:

Grantor: White Pond Associates, Inc.
Grantee: Concord Land Conservation Trust
Approval by Town of Concord Select Board
Approval of the Secretary of Energy and Environmental Affairs.

Exhibits:

Exhibit A: Legal Description of Premises

Exhibit B: Plan entitled "Plan of Land in Concord, Massachusetts, Prepared for: White Pond Associates, Inc.", dated August 2, 2018, by Perley Engineering LLC, recorded with Middlesex South District Registry of Deeds on September 11, 2018 as Plan No. 736 of 2018.

[Remainder of Page Left Intentionally Blank; Signature Page to Follow]

Executed as a sealed instrument this ____ day of _____, 2019.

White Pond Associates, Inc.

Richard L Hale, President

Mary Christine Corr, Treasurer

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this _____ day of _____, 2019, before me, the undersigned notary public, personally appeared Richard L Hale, proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding or attached document, acknowledged to me that he executed it voluntarily for its stated purpose as his free act and deed as President of Aforesaid, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.

Notary Public

My commission expires: _____

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this _____ day of _____, 2019, before me, the undersigned notary public, personally appeared Mary Christine Corr, proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding or attached document, acknowledged to me that she executed it voluntarily for its stated purpose as her free act and deed as Treasurer of Aforesaid, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of her knowledge and belief.

Notary Public

My commission expires: _____

ACCEPTANCE OF GRANT

At a meeting held on this ____ day of _____, 2019, the Trustees of the Concord Land Conservation Trust voted to accept the above Conservation Restriction pursuant to M.G.L. c. 184, §§31 – 33.

Joan D. Ferguson, Chair

Pauline Cross Reeve, Vice Chair

Jeffrey Wieand, Treasurer

John M. Stevens, Jr., Secretary

Lynn G. Huggins

Jonathan M. Keyes

Frederic Mulligan

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this _____ day of _____, 2019, before me, the undersigned Notary Public, personally appeared _____ as Trustees of the Concord Land Conservation Trust, proved to me through satisfactory evidence of identification which was personal knowledge to be the persons whose names are signed on the preceding document, acknowledged to me that they executed it voluntarily for its stated purpose as their free act and deed, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of their knowledge and belief.

Notary Public

My commission expires: _____

APPROVAL OF SELECT BOARD

We, the undersigned, being a majority of the Select Board of the Town of Concord, Middlesex County, Massachusetts, hereby certify that at a meeting duly held on this _____ day of _____, 2019, the Select Board voted to approve the foregoing Conservation Restriction from White Pond Associates, Inc., to the Trustees of the Concord Land Conservation Trust in the public interest pursuant to Section 32 of Chapter 184 of the General Laws of Massachusetts.

TOWN OF CONCORD

By its Select Board

Thomas McKean, Chair

Michael Lawson, Clerk

Linda Escobedo

Jane Hotchkiss

Alice Kaufman

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this _____ day of _____, 2019, before me, the undersigned Notary Public, personally appeared _____, members of the Select Board for the Town of Concord, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding or attached document and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public

My commission expires: _____

APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS

The undersigned, Secretary of Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from White Pond Associates, Inc., to the Trustees of the Concord Land Conservation Trust has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: _____, 2019

MATTHEW A. BEATON
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this . day of _____ , 2019, before me, the undersigned notary public, personally appeared MATTHEW A. BEATON, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires: _____

EXHIBIT A

Legal Description of Premises

The Premises consist of two parcels of land located in Concord, Massachusetts shown as Lot A-1 and Lot C-1 on the plan of land entitled “Plan of Land in Concord, Massachusetts, Prepared for: White Pond Associates, Inc.”, dated August 2, 2018, by Perley Engineering LLC, recorded with Middlesex South District Registry of Deeds on September 11, 2018 as Plan No. 736 of 2018.

EXHIBIT B

Plan

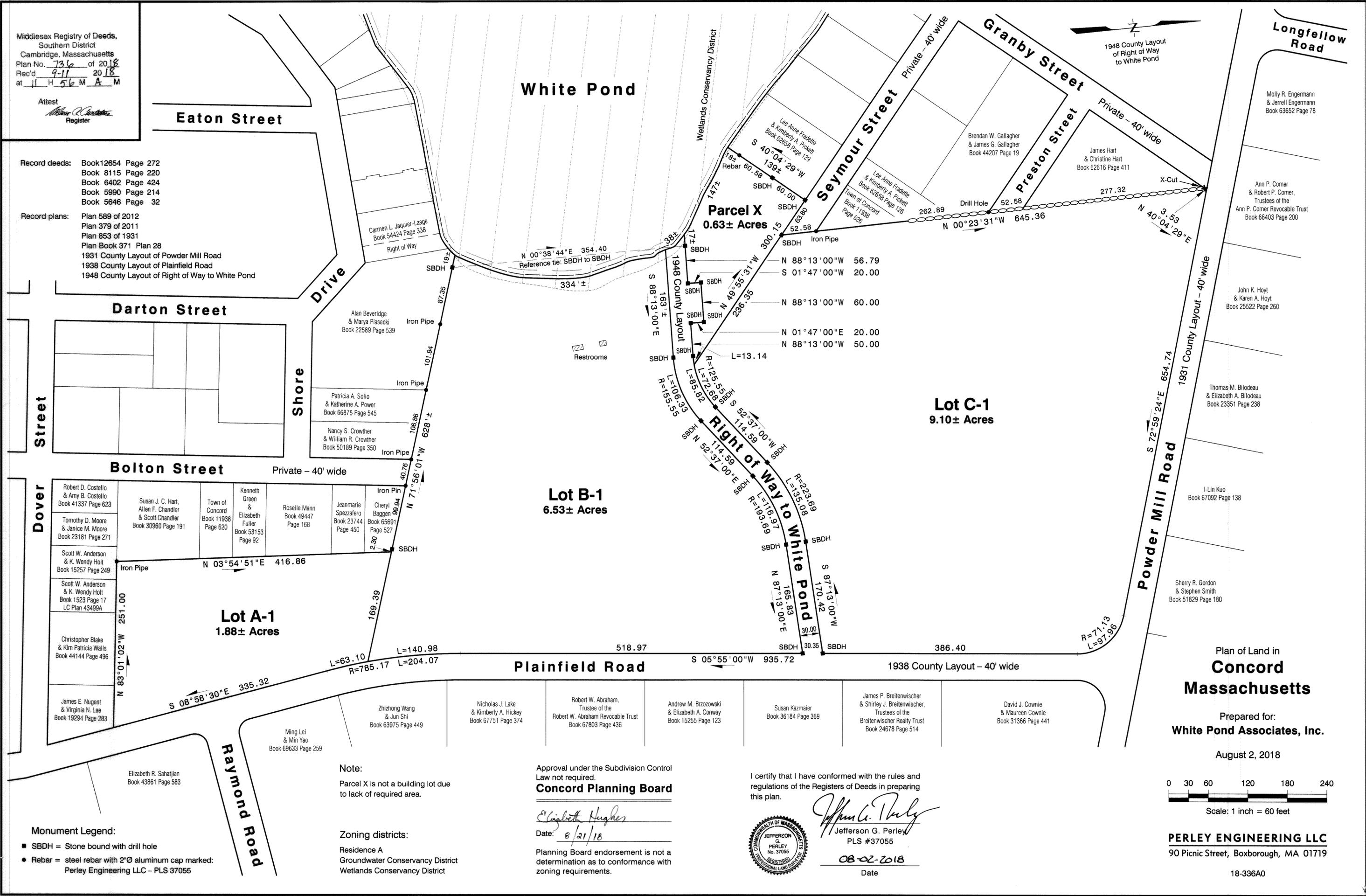
[See Attached]

Middlesex Registry of Deeds,
Southern District
Cambridge, Massachusetts
Plan No. 736 of 2018
Rec'd 9-11 2018
at 11:56 AM

Attest
Alison A. Chastain
Register

Record deeds: Book 12654 Page 272
Book 8115 Page 220
Book 6402 Page 424
Book 5990 Page 214
Book 5646 Page 32

Record plans: Plan 589 of 2012
Plan 379 of 2011
Plan 853 of 1931
Plan Book 371 Plan 28
1931 County Layout of Powder Mill Road
1938 County Layout of Plainfield Road
1948 County Layout of Right of Way to White Pond



Monument Legend:

- SBDH = Stone bound with drill hole
- Rebar = steel rebar with 2"Ø aluminum cap marked: Perley Engineering LLC - PLS 37055

Note:
Parcel X is not a building lot due to lack of required area.

Zoning districts:
Residence A
Groundwater Conservancy District
Wetlands Conservancy District

Approval under the Subdivision Control Law not required.
Concord Planning Board

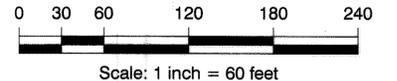
Elizabeth Hughes
Date: 8/21/18

Planning Board endorsement is not a determination as to conformance with zoning requirements.

I certify that I have conformed with the rules and regulations of the Registers of Deeds in preparing this plan.



Jefferson G. Perley
Jefferson G. Perley
PLS #37055
08-02-2018
Date



PERLEY ENGINEERING LLC
90 Picnic Street, Boxborough, MA 01719

18-336A0

White Pond Associates' Land

DATE: AUGUST 2, 2018



White Pond

Parcel X
0.63 ± Acres

Seymour Street

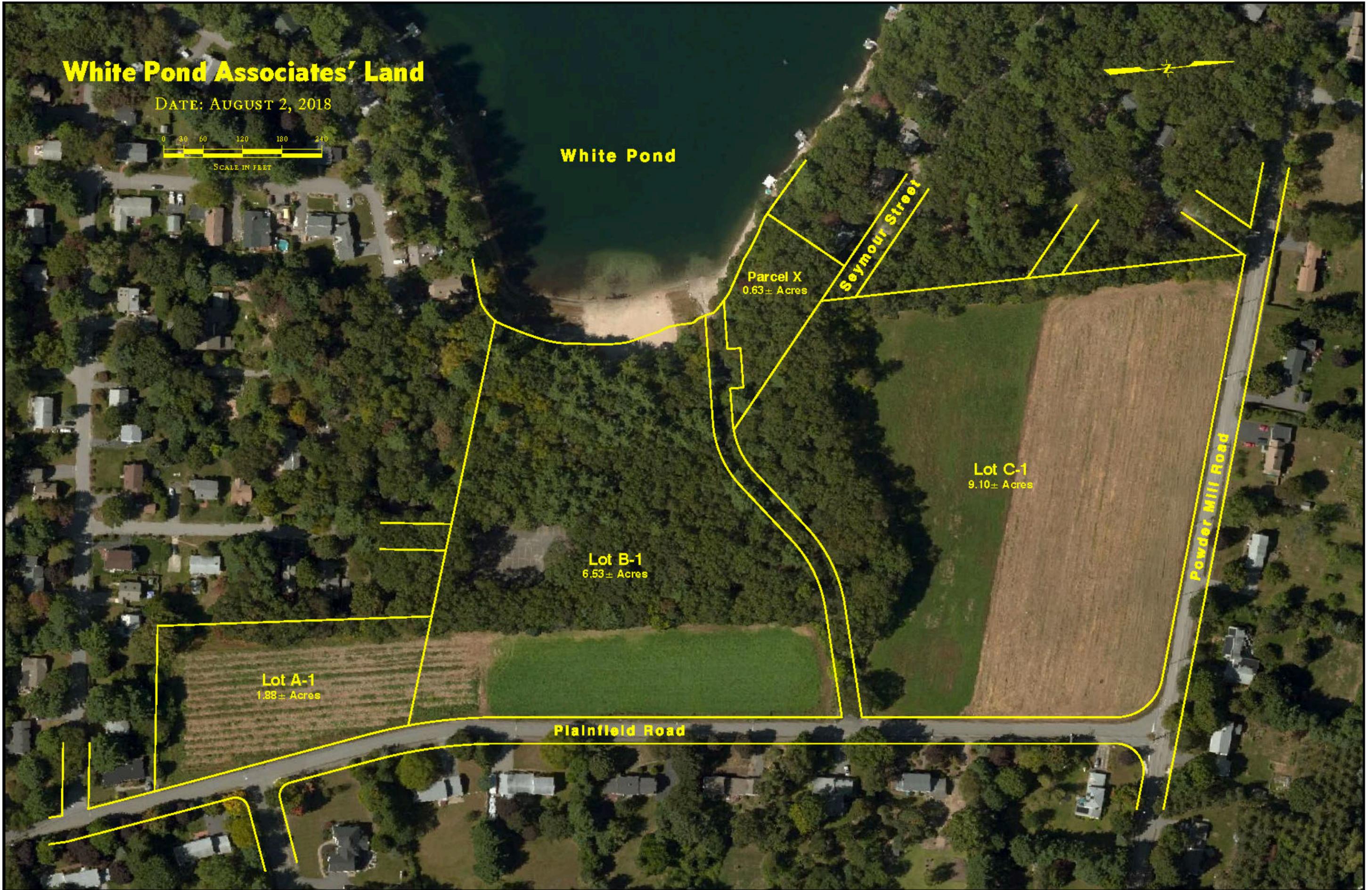
Lot C-1
9.10 ± Acres

Powder Mill Road

Lot B-1
6.53 ± Acres

Plainfield Road

Lot A-1
1.88 ± Acres



Town of Concord
TOWN MANAGER SEARCH COMMITTEE
Committee Charge

A. Purpose

The purpose of the Town Manager Search Committee is to conduct recruitment for the position of Town Manager and to recommend a group of finalists for the Select Board to consider in selecting Concord's next Town Manager.

B. Membership

The Committee shall be comprised of nine members appointed by the Select Board. The term of office shall be through May 31, 2019 unless extended by vote of the Select Board. Membership shall be as follows:

- Two members of the Select Board. [In the event that a Select Board member's term expires before a final selection is made, that member will become ex-officio to the Committee with full voting rights;](#)
- Seven residents at-large with diverse experience and backgrounds, including service on a town committee, experience in hiring or human resources, or other indication of active involvement in town affairs.

C. Duties and Responsibilities

1. To develop and finalize a timeline or schedule of milestone events relative to the search for a new Town Manager, subject to the approval of the Select Board.
2. To schedule listening and discussion sessions to solicit input from town staff, committees, residents and other stakeholders to help inform the Select Board about the qualities, strengths and characteristics required for a successful Town Manager.
3. To become familiar with the Town Charter as it relates to the Town Manager's role in Town Government. To review the Town Manager's job description and recommend any revision, if necessary, to the Select Board. To work with the recruitment consultant to develop marketing materials or other community information describing the work environment and performance expectations for potential candidates. To develop selection criteria for evaluation candidates.
4. To review the application materials submitted by applicants who are recommended by the search consultant for interviews and to evaluate the materials and information based on the established selection criteria. To work with the consultant to develop interview questions for the committee interview process. To conduct interviews of the recommended candidates in executive session.
5. To review background information and references as appropriate.
6. To recommend to the Select Board between 3 to 5 prospective candidates who best match the selection criteria for further consideration by the Select Board, unless a lesser number of candidates is agreed upon by the Board.

The committee shall present its recommendations to the Select Board in a written report that will include a summary description of the recruitment process.

7. Provide whatever additional information the Select Board may request. This committee charge may be amended at the Select Board's determination.
8. Staff support for the committee will be provided by the Human Resources Department. If additional resources are required, the committee chair will consult with the Select Board chair, who will discuss with the Town Manager how best to address the committee's needs.

D. Other Considerations

The Town Manager Search Committee shall elect a chair and a committee clerk, who will be responsible for maintaining the record of the committee's actions in a manner which is in compliance with all relevant State and local laws and regulations, including but not limited to, the Open Meeting Law, Public Records Law and Conflict of Interest Law. The Committee shall consult with the Town Manager concerning the allocation of town staff or financial resources toward this effort.

Andrew Mara

From: Elizabeth Hughes
Sent: Thursday, January 10, 2019 9:25 AM
To: Alice Kaufman
Cc: Jeffrey Collins; Andrew Mara; Heather Butler; Nancy Hausherr; karen@noagifts.com
Subject: K. Currie - WCAC nomination

Good morning Alice,

At the Planning Board meeting Tuesday night, the Board voted unanimously to nominate to the Select Board the appointment of Karen Currie to the West Concord Advisory Committee as a full member for a term that expires on 5/31/2022.

Ms. Currie has been a valuable member to the West Concord Advisory Committee over the past year. The Planning Board did sadly note that although Ms. Currie's business was closing, she was looking to stay in Concord and hopefully would not need to leave. The Board agreed that her insight as a business owner is a great asset to the WCAC for as long as the Town was lucky to have her.

Please let me know if you have any questions or need additional information.

Sincerely,
Elizabeth

Elizabeth Hughes, Town Planner
Concord Planning Division
Town of Concord
141 Keyes Road
Concord, MA 01742
978-318-3290