

Grantor: Vineyard Conservation Society, Inc.
Grantee: Town of Chilmark
Address of property: 10 Eben's Lane Chilmark MA 02535; Map 013, Parcel 021
For title see: Dukes County Registry of Deeds Book 524, Page 779

CONSERVATION RESTRICTION
to the
Town of Chilmark

I. GRANTOR CLAUSE:

VINEYARD CONSERVATION SOCIETY, INC. a Massachusetts not-for-profit corporation with an address at Box 2189 Vineyard Haven, Dukes County, Massachusetts, being the sole owner, for my successors and assigns ("Grantor"), acting pursuant to Sections 31, 32 and 33 of Chapter 184 of the Massachusetts General Laws, hereby grant, with Quitclaim Covenants, to the TOWN OF CHILMARK, acting through its Conservation Commission, located at Box 119, Chilmark, Massachusetts 02535, by authority of Chapter 40 Section 8C, and its permitted successors and assigns ("Grantee"), for nominal consideration, in-perpetuity and exclusively for conservation purposes, the following described Conservation Restriction on the entirety of a parcel of land located in the Town of Chilmark, Massachusetts, constituting approximately 7.1 acres, (the "Premises"), and more particularly described in Exhibit A and shown as "Lot 15" on the attached sketch plan. For Grantor's title see the pages immediately-preceding this Dukes County Registry of Deeds book and page.

II. PURPOSES

This Conservation Restriction is defined in and authorized by Section 31 – 33 of Chapter 184 of the General Laws and otherwise by law. The purpose of this Conservation Restriction is to assure that the Premises will be maintained in its current condition in perpetuity and for conservation purposes, predominantly in a natural, scenic and undeveloped condition, and to prevent any use or change that would materially impair or interfere with its conservation and preservation values.

The Premises contains unusual, unique or outstanding qualities, the protection of which in their predominately natural or open condition will be of benefit to the public. These values include:

- **Open Space Preservation.** Consistent with the Open Space Protection goals of the Chilmark Master Plan and Open Space Plan, the protection of the Premises contributes to the protection of the scenic and natural character of the Town of Chilmark. The Premises are located adjacent to other dedicated conservation lands. Protection of the Premises will therefore enhance the open-space values of these lands and expand the open space resources of the Town of Chilmark.
- **Scenic Protection.** The Premises contain stone walls and more than 200 feet of scenic road frontage, the protection of which will enhance the scenic resources of the Town of Chilmark.

- **Flood Plain Protection.** The Premises contain upland and wetland drainage, the protection of which will contribute to flood plain protection. The Premises are not located within a Special Flood Hazard Area.
- **Protection of Wildlife Habitat.** The entire Premises fall within an area designated as “Priority Habitats of Rare Species” by the Massachusetts Natural Heritage Program. The Premises contain diverse wildlife habitat along Middle Road.
- **Furtherance of Government Policy.** Protection of the Premises furthers the Goals and Objectives of the Town of Chilmark’s 1985 Master Plan and Open Space and Recreation Plan and subsequent updates by: preserving roadside vistas and stone walls by acquiring Conservation Restrictions (Objective 1.c), protecting wetlands and watersheds through Conservation Restrictions (Objective 5.c), allowing for trail connections (Objective 8.b), preserving wildlife habitat by acquiring Conservation Restrictions on land abutting existing conservation lands (Objective 9.a).
- **Public Access trails.** The Premises abuts Land Bank holdings and an existing network of public trails. Protection of the Premises allows for the potential to add passive recreational, educational, and nature study trails.

III. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED USES:

A. Prohibited Acts and Uses

Subject to the exceptions set forth herein, the Grantor will not 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, 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 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. 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 officials (i.e., fire, police, ambulance, other governmental officials) in carrying out their lawful duties.

7. 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 toward building or development requirements on this or any other parcel.
8. The use of the Premises for more than *de minimis* commercial recreation, business, residential or industrial use of the Premises.
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 its conservation interests.

B. Reserved Rights and Exceptions to Otherwise Prohibited Acts and Uses

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.

1. Excavation and removal from the Premises of soil, gravel or other mineral resource or natural deposit as may be incidental to the installation, maintenance and/or removal of utilities and other underground structures or to the maintenance of good drainage, good soil conservation practices or to other permissible use of the Premises.
2. The maintenance of piles of limbs, brush, leaves and similar biodegradable material, provided such piles originate on the Premises and are not conspicuous or otherwise interfere with the conservation objectives of this Conservation Restriction.
3. The placing of sight-pervious fences that do not interfere with the conservation purposes of this Conservation Restriction.
4. The digging or drilling and installation of water wells for use by the structures on the Premises in a manner that does not materially interfere with the conservation purposes of this Restriction.
5. Selective minimal cutting of trees for beautification, field maintenance, fire protection, unpaved trail maintenance, tick control, or otherwise to preserve the present condition of the Premises.
6. With prior consultation with Grantee, the state Natural Heritage and Endangered Species Program, and any applicable local or state permitting entities, woodland, farming and animal husbandry operations carried on in accordance with sound agricultural and forest management practices (including but not limited to the cultivation of fields, the mowing and grazing of meadows and the selective cutting and planting of trees, shrubs and flowers.
7. Placement and maintenance of an unimproved ancillary structure accessory to the aforementioned woodland, farming and animal husbandry operations including, but without limitation, a shed or greenhouse, provided the maximum footprint of such structure does not exceed 300 square feet. The siting of such structure shall be done in consultation with Grantee to

maximize consistency with the conservation purposes of this Conservation Restriction.

8. The use of the Premises for walking, cycling and other passive recreational activities which do not interfere with the conservation purposes of this Conservation Restriction.

9. Subject to the approval of the Grantees, the right to grant easements to qualified entities for the creation and maintenance of public walking trails over the Premises.

10. The right to maintain and use such structures and improvements as currently exist on the Premises (which may be repaired or replaced in the same general location, but each not to be expanded by more than 25% of the current footprints.) The structures and improvements that currently exist on the Premises consist of a single family house, garage, guest house and parking areas. Placement of temporary tents for occasional functions is permissible.

11. The right to use of the Premises to the extent necessary to exercise the aforementioned maintenance and use rights including, but not limited to, temporarily staging building materials and equipment thereupon.

C. Permitted Acts and Uses

All acts and uses not prohibited by subparagraphs A and B are permissible, but only if such uses and activities do not materially impair the purpose or conservation values of this Conservation Restriction or other significant conservation interests.

D. Notice and Approval

Whenever notice to or approval by Grantee is required under the provisions of this Conservation Restriction, Grantor shall notify Grantee 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. When 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 the Conservation Restriction. 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 of the Premises.

IV. 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 the

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.

B. Reimbursement of Costs of Enforcement

The Grantor and thereafter the successors and assigns of the Grantor covenant and agree to reimburse the Grantee for all reasonable costs and expenses (including without limitation, counsel fees) incurred in enforcing this Conservation Restriction or in remedying or abating 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. In such an event, the Grantor and Grantee will cooperate in restoration of the Premises, if desirable and feasible.

C. 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.

D. Disclaimer of Liability

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

E. 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 such an event, the Grantor and Grantee will cooperate in restoration of the Premises, if desirable and feasible.

F. Severability Clause

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to any extent to be held invalid, the remainder of the provision of this Conservation Restriction shall not be affected thereby.

V. ACCESS

The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times over the 40' Way and 40' Wide Easement described in Exhibit A attached hereto, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction.

VI. EXTINGUISHMENT

A. *Grantee's Receipt of Property Right*

The Grantor and the Grantee agree that the donation of this Conservation Restriction gives rise for purposes of this paragraph 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 bears to the value of the unrestricted Premises.

B. *Right of Grantee to Recover Proportional Value at Disposition*

If any occurrence ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law after review and approval by the Secretary of the Executive Office of Environmental and Energy Affairs, then the Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds equal to such proportionate value, subject, however, to any applicable law which expressly provides for a different disposition of proceeds.

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.

D. *Allocation of Expenses upon Disposition*

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 shares equal to such proportionate value.

E. *Continuing Trust of Grantee's Share of Proceeds of Conservation Restriction Disposition*

The Grantee shall use its share of the proceeds like a continuing trust in a manner consistent with the conservation purposes of this grant.

VII. 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 its attorney-in-fact to execute, acknowledge and deliver any such instruments on their behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree itself 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:

- (i) as a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out, and
- (ii) the Assignee, at the time of assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and 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 of the Constitution of the Commonwealth of Massachusetts, if applicable.

VIII. SUBSEQUENT TRANSFERS

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

The Grantor shall not be liable for violations occurring after its 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.

IX. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall within thirty (30) days, execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance with any obligation of the Grantor contained in this Conservation Restriction.

X. 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. The Grantor agrees that it will not grant title to Grantee, and the 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 to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

XI. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed

it, the administrative approvals required by Section 32 of Chapter 184 of the General Laws of Massachusetts have been obtained, and it has been recorded in a timely manner in the Dukes County Registry of Deeds.

XII. MISCELLANEOUS

A. *Pre-existing Public Rights.* Approval of this Conservation Restriction pursuant to the General Laws of Massachusetts Chapter 184, Section 32 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. Attached hereto and incorporated herein are the following: Signatures of Grantor Vineyard Conservation Society, Inc., Grantee Chilmark Conservation Commission, Approval and Acceptance by Chilmark Selectmen, Approval of the Secretary of the Executive Office of Environmental and Energy Affairs, "Exhibit A" Legal Description, "Exhibit B" Vineyard Conservation Society Clerk/Secretary's Certificate, "Exhibit C" Sketch Plan.

WITNESS my hand and seal this 2nd day of July, 2015.

Vineyard Conservation Society, Inc.

By its President

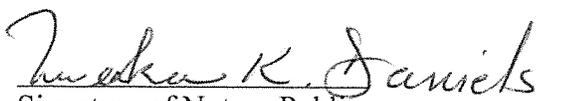


Richard Toole, President, Board of Directors

COMMONWEALTH OF MASSACHUSETTS

County of Dukes, SS

On the 2nd day of July, 2015, before me, the undersigned notary public, personally appeared RICHARD TOOLE, proved to me through satisfactory evidence of identification, which was Massachusetts Driver's License, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Board President of the Vineyard Conservation Society, Inc.


Signature of Notary Public
My commission expires: 12/12/19



ACCEPTANCE OF GRANT

We, the undersigned, being a majority of the Conservation Commission of the Town of Chilmark, hereby certify that at a public meeting duly held on July 1, 2015, the Conservation Commission voted to accept, under the General Laws of Massachusetts Chapter 40, Section 8C, the foregoing Conservation Restriction granted by the Vineyard Conservation Society, Inc. to the Town of Chilmark, for the protection of the natural, scenic, and open space resources of the Town.

Sandy Broyard

Candy Shwede

[Signature]

Pamela Duff

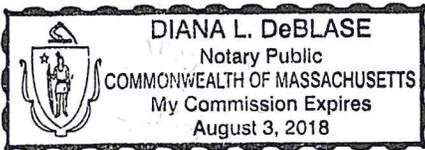
[Signature]

COMMONWEALTH OF MASSACHUSETTS

County of Dukes County SS

On the 1th day of July, 2015, before me, the undersigned notary public, personally appeared Sandy Broyard, proved to me through satisfactory evidence of identification, which was known to me, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose, as Chairman of the Chilmark Conservation Commission.

[Signature]
Signature of Notary Public
My commission expires: August 3, 2018



APPROVAL BY BOARD OF SELECTMEN

We, the undersigned, being a majority of the Board of Selectmen of the Town of Chilmark, hereby certify that at a public meeting duly held on _____, 20__, the Select Board voted to accept and approve, pursuant to MGL Ch.40, Section 8C and MGL Ch. 184, Section 32, the foregoing Conservation Restriction granted by the Vineyard Conservation Society, Inc. to the Town of Chilmark, for the protection of the natural, scenic, open space resources of the Town.

COMMONWEALTH OF MASSACHUSETTS

County of _____, SS

On the ___th day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that ___ signed it voluntarily for its stated purpose, as Chairman of the Select Board of the Town of Chilmark.

Signature of Notary Public
My commission expires: _____

**APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of the Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from the Vineyard Conservation Society, Inc. to the Town of Chilmark, Massachusetts, has been approved in the public interest, pursuant to Massachusetts General Laws, Ch.184, Section 32.

Dated: _____, 201__.

Secretary, Executive Office of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

County of _____, SS

On the ___th day of _____, 201__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that ___ signed it voluntarily for its stated purpose, as Secretary of the Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts.

Signature of Notary Public
My commission expires: _____

EXHIBIT A – Legal Description

The land with the improvements thereon located in the Town of Chilmark, County of Dukes County, Commonwealth of Massachusetts, being all of the right, title and interest of the Estate of Thelma B. Cossutta in the following described parcels:

PARCEL ONE

Lots 15a, 15b, and 15c on “A Plan of Land in Chilmark, Mass. To Be Filed in the Land Court Petitioner: ARALDO A. COSSUTTA Scale: 1” = 100’ Feb. 17, 1983 Revised 13 August 1984 Smith & Dowling Engineers, Surveyors, Planners State Road Post Office Box 1087 Vineyard Haven, Mass. 02568” filed in the Dukes County Registry of Deeds in Chilmark Case File 182, to which plan reference is hereby made for a more particular description thereof.

EXCEPTING AND EXCLUDING the fee in the ways as shown on said plan, but hereby specifically granting to Thelma B. Cossutta the right to use the 40’ Way and 40’ Wide Easement as shown on said plan for all purposes including utilities for which public streets and ways are used in the Town of Chilmark in common with all those lawfully entitled thereto, including Araldo A. Cossutta, his heirs and assigns.

For title, see deed from Araldo A. Cossutta a/k/a Araldo A. Cossutta to Thelma B. Cossutta, dated March 25, 1985 and recorded in the Dukes County Registry of Deeds in Book 428, Page 133.

PARCEL TWO

Lot 15 on “A Plan of Land in Chilmark, Mass. prepared for Araldo A. Cossutta Scale: 1” = 100’ September 7, 1988 Smith and Dowling Engineers-Surveyors-Planners State Road P.O. Box 1087 Vineyard Haven, Mass 02568” recorded in the Dukes County Registry of Deeds as Chilmark Case File 237, to which plan reference is hereby made for a more particular description thereof.

The above described premises are conveyed subject to and together with the right to use the 40’ Way and 40’ wide access easement as shown on said plan for all purposes including utilities for which public streets and ways used in the Town of Chilmark in common with all those lawfully entitled thereto including Araldo A. Cossutta, his heirs and assigns.

For title, see deed from Araldo A. Cossutta to Thelma B. Cossutta, dated July 10, 1978 and recorded in the Dukes County Registry of Deeds in Book 524, Page 779.

The above-described parcels are subject to and have the benefit of all easements, restrictions, covenants and conditions of record insofar as the same are in force and applicable.

EXHIBIT B –

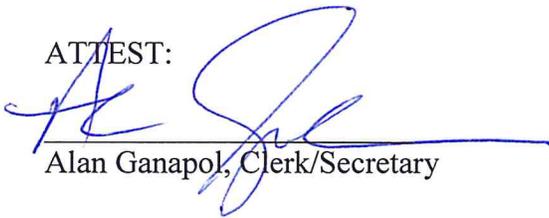
**VINEYARD CONSERVATION SOCIETY, INC.
CLERK/SECRETARY'S CERTIFICATE**

I, Alan Ganapol, Clerk/Secretary of the Vineyard Conservation Society, Inc. ("VCS") hereby certify as follows:

That at a regularly-scheduled meeting of the VCS Board of Directors held at the Wakeman Conservation Center in Vineyard Haven, Massachusetts on July 11, 2014, at which a quorum was present, a Motion was unanimously voted to accept the bequest from the estate of Thelma Cossutta of title to her Chilmark real estate, and impose a Conservation Restriction thereupon.

WITNESS my hand as of this 10th day of February, 2015

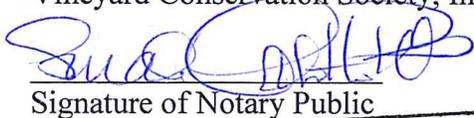
ATTEST:


Alan Ganapol, Clerk/Secretary

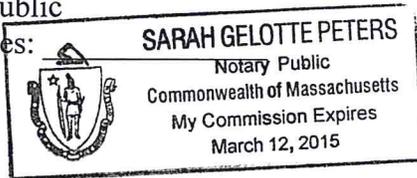
COMMONWEALTH OF MASSACHUSETTS

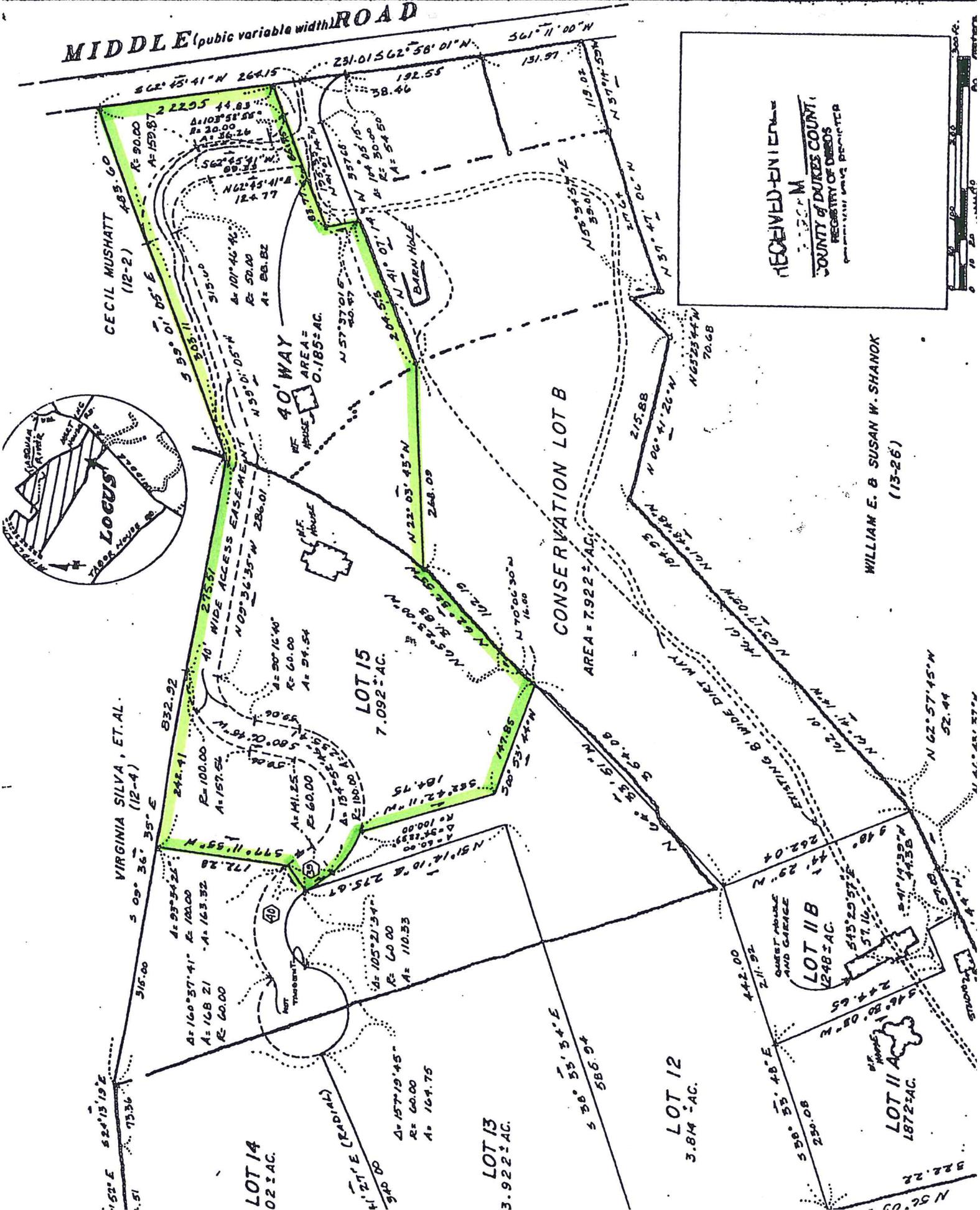
County of Dukes, SS

On the 10th day of February, 2015, before me, the undersigned notary public, personally appeared ALAN GANAPOL, proved to me through satisfactory evidence of identification, which were MA Drivers License to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Clerk Secretary of the Vineyard Conservation Society, Inc.


Signature of Notary Public

My commission expires:





MUNICIPAL CERTIFICATION

(We) the undersigned Conservation Commission of CHILMARK (the certifier/holder) hereby certify that the proposed conservation restriction is in the public interest in that it (describe public benefit):

- EXPANDS + CONNECTS PERMANENTLY-CONSERVED OPEN SPACE RESOURCES IN THE TOWN OF CHILMARK, IN FURTHERANCE OF TOWN POLICY
- CONTRIBUTES TO THE PROTECTION OF SCENIC RESOURCES, VISTAS + HABITAT
- PROTECTS UPLAND + WETLAND DRAINAGE AREAS
- ALLOWS FOR POTENTIAL TO ADD PASSIVE RECREATIONAL TRAILS
- CONSERVES DESIGNATED PRIORITY HABITAT

Date:

7/1/2015

Signed:

Cathy Shweder
Chris Murphy
Janet Bryant
JLH
Pamela Goff
[Signature]

NOTES:

This certification by the conservation commission may be submitted separately from the application and filed with the submission of the executed conservation restriction, it being recognized that the applicant may want to submit the application with a draft copy of the conservation restriction for review prior to actual submission of the executed document.

Conservation restriction lands which overlap municipal boundaries must be approved and certified by the appropriate officials of both municipalities.

The commissioners' certification should state why the property is significant and why the conservation restriction is important.



www.chilmarkma.gov

TOWN OF CHILMARK
CHILMARK, MASSACHUSETTS

TOWN OFFICES:
Beetlebung Corner
Post Office Box 119
Chilmark, MA 02535
508-645-2100
508-645-2110 Fax

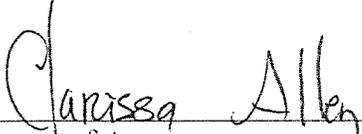
July 8, 2015

Board of Selectmen
Town of Chilmark

Dear Selectmen:

The Board of Assessors has reviewed the proposed Cossutta Conservation Restriction and determined that placing a CR on 4.10 acres would reduce the property value by approximately \$139,200, and the tax by \$366.09 at FY2015 tax rate of \$2.63.

The Board supports this conservation restriction as preservation of open space.


Board of Assessors

