

**Memorandum of Understanding
Between the Town of Reading and
Meadow Brook Golf Club Corporation of Reading**

This Memorandum of Understanding is made by and between the Reading Town Manager, on behalf of the Town of Reading (the "Town"), a municipal corporation, with a principal place of business at 16 Lowell Street, Reading, MA 01867, and Meadow Brook Golf Club Corporation of Reading, Massachusetts, a Massachusetts Corporation (the "Meadow Brook"), having an address of 292 Grove Street, Reading, Massachusetts (collectively, the "Parties") relative to a certain trail easement.

WHEREAS, Meadow Brook currently operates a golf course with a driving range a portion of which is at 0 Grove Street, Reading, Assessor's Parcel 24-44 (the "Golf Course");

WHEREAS, the Town owns a parcel of land commonly referred to as Lot 5, located off Grove Street (Assessor's Parcel 44-136);

WHEREAS, a portion of the Town Forest (Assessor's Parcel 43-37) is located north east of Lot 5 and separated from Lot 5 by the Golf Course;

WHEREAS, the Parties collectively desire to maintain a clearly demarcated, unpaved walking path between Lot 5 and the Town Forest for the purpose of providing better access to the Town Forest, while disincentivizing members of the public from walking on other areas of the Golf Course to access the Town Forest;

WHEREAS, in this vein, Meadow Brook intends to gift to the Town a certain trail easement over a portion of the Golf Course, being particularly identified as "Proposed Easement Area=3,482= +/- SQ. FT. or 0.080 +/- AC" on a plan of land entitled "Easement Plan of Land, Weston & Sampson, 0 Grove Street, Lot 24, Map 44, Town of Reading, Middlesex County, Commonwealth of Massachusetts," dated January 5, 2023, and attached as Exhibit A (the "Trail Easement") and further described in the draft Easement, attached as Exhibit B; and

Whereas, the Town agrees to maintain the Trail Easement, as provided herein, and in the draft Easement;

NOW, THEREFORE, in consideration of the mutual promises of the Parties contained herein and other good and valuable consideration, the Parties agree as follows:

1. **Insurance.** Subject to Town Meeting appropriation of the funds necessary, the Town shall add Meadow Brook as an additionally insured party on the Town's liability insurance policy for the limited purposes of the Trail Easement. Where applicable, the Town shall provide proof of such coverage to Meadow Brook within 10 calendar days of obtaining such coverage and annually thereafter. Notwithstanding anything to the contrary stated herein or in the Easement, if the Town Meeting does not appropriate the necessary funds and/or provide proof of insurance coverage to Meadow Brook, then Meadow Brook may immediately terminate said Easement, which termination may be exercised prior to the expiration of the ten (10) year period stated in the Easement.

2. **Mitigation Measures.** The Parties recognize that Meadow Brook may elect to reconfigure the layout of its golf course and driving range. The Parties agree to use good faith efforts to develop measures to address any safety impacts on the Trail Easement users that are directly related to and caused by the reconfiguration of the layout of the golf course or driving range. To the extent that the installation of mitigation measures are necessary to address any safety impacts caused by the reconfiguration of the layout of the golf course or driving range to the Trail Easement users, including, but not limited to, buffer landscaping, fencing, or netting, the Town Manager shall use good faith efforts to seek Town Meeting authorization to pay for the costs of such mitigation measures, provided, however, that (1) where the mitigation measures are to be located outside the bounds of the Trail Easement, the Town contributes fifty percent of the costs; and (2) the use of funds to pay for such measures is permitted by law. In the event the Parties are not able to secure necessary permits or approvals specific to such mitigation measures, or that the Town is unable to provide a minimum of fifty percent of the costs for such mitigation measures for any reason, Meadow Brook shall not be obligated to pay for and/or implement any mitigation measures on its own and can proceed with the reconfiguration of the layout of the golf course or driving range without the implementation of any mitigation measures notwithstanding any safety impacts.

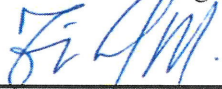
The Parties acknowledge that the jointly developed mitigation measures described herein are distinct from any non-mitigation conditions which may be required by Town permitting boards if Meadow Brook elects to reconfigure the layout of its golf course and driving range. The Parties further acknowledge that where any such reconfiguration by Meadow Brook requires approvals from Town permitting boards, compliance with any non-mitigation conditions of approval is Meadow Brook's sole responsibility and the Town is under no obligation to provide financial contributions to the same.

3. **Signage.** The Town agrees to install and maintain all directional signage along the Trail Easement at its own cost and expense. The Town Manager shall work with the Conservation Commission and the Trail Committee to ensure that all directional signage is

presented to Meadow Brook for approval prior to installation. Meadow Brook shall respond to the Town's written request for approval within 45 calendar days, or the directional signage shall be deemed constructively approved.

4. **Termination.** This MOU shall terminate if the Town does not acquire the Trail Easement by January 31, 2024 or upon Meadow Brook's exercise of its retained reversionary interest, as outlined in the draft Easement.

Town of Reading



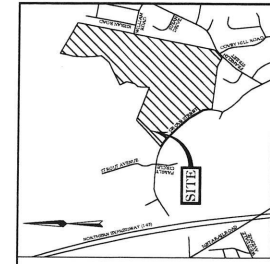
Fidel Maltez, Town Manager

Date: 12-08-2023

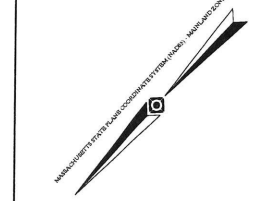
Meadow Brook Golf Club Corporation of
Reading

Date:

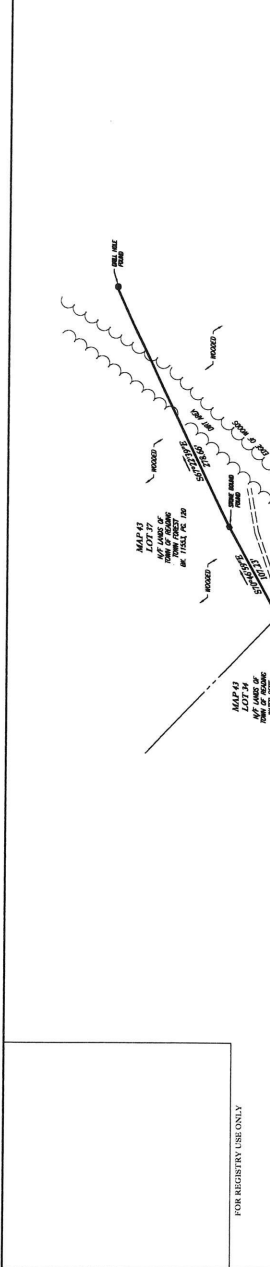
EXHIBIT A



LOCUS MAP
NOT TO SCALE



FOR REGISTRY USE ONLY



- NOTES**
1. PROPERTY KNOWN AS LOT 24 AS SHOWN ON THE READING, MIDDLESEX COUNTY, COMMONWEALTH OF MASSACHUSETTS MAP 44.
 2. THIS PLAN IS BASED ON INFORMATION PROVIDED BY CLIENT. A SURVEY PREPARED IN THE FIELD BY CONTROL POINT ASSOCIATES, INC. AND OTHER REFERENCE MATERIAL, AS LISTED HEREIN.
 3. THE PLAN IS BASED ON INFORMATION PROVIDED BY CLIENT. A SURVEY PREPARED IN THE FIELD BY CONTROL POINT ASSOCIATES, INC. AND OTHER REFERENCE MATERIAL, AS LISTED HEREIN.
 4. THE PLAN IS BASED ON INFORMATION PROVIDED BY CLIENT. A SURVEY PREPARED IN THE FIELD BY CONTROL POINT ASSOCIATES, INC. AND OTHER REFERENCE MATERIAL, AS LISTED HEREIN.
 5. EXISTING FLOOD HAZARD ZONE INFORMATION IS SHOWN FOR INFORMATION ONLY. THE CLIENT IS ADVISED TO OBTAIN CURRENT FLOOD HAZARD ZONE INFORMATION FROM THE MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL AFFAIRS.
 6. PROPOSED EASEMENT AREAS ARE SHOWN FOR INFORMATION ONLY.

- REFERENCES**
1. THE TAX ASSESSOR'S MAP OF READING, MIDDLESEX COUNTY, MAP 44.
 2. MAP ENTITLED 'NATIONAL FLOOD INSURANCE PROGRAM' FROM FLOOD INSURANCE RATE MAP 2000, PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, WASHINGTON, D.C., 20548.
 3. MAP ENTITLED 'PLAN OF LAND OFF OF GROVE STREET, LOCATED IN READING, MASSACHUSETTS MIDDLESEX COUNTY, PREPARED BY CONTROL POINT ASSOCIATES, INC. AND OTHER REFERENCE MATERIAL, AS LISTED HEREIN, DATED DECEMBER 8, 2020 AND RECORDED IN THE MIDDLESEX COUNTY REGISTRY OF DEEDS AS MAP 44, READING, MASSACHUSETTS, DECEMBER 8, 2020.
 4. MAP ENTITLED 'PLAN OF LAND IN READING, MASS' PREPARED BY GENETHA LUCAS, L.S., DATED OCTOBER 1994 AND RECORDED IN THE MIDDLESEX COUNTY REGISTRY OF DEEDS AS PLAN NUMBER 87 OF 1994.
 5. MAP ENTITLED 'PLAN OF LAND OFF OF GROVE STREET, LOCATED IN READING, MASSACHUSETTS MIDDLESEX COUNTY, PREPARED BY CONTROL POINT ASSOCIATES, INC. AND OTHER REFERENCE MATERIAL, AS LISTED HEREIN, DATED DECEMBER 8, 2020 AND RECORDED IN THE MIDDLESEX COUNTY REGISTRY OF DEEDS AS MAP 44, READING, MASSACHUSETTS, DECEMBER 8, 2020.
 6. MAP ENTITLED 'PROPOSED EASEMENT LOCATION' PREPARED BY WESTON & SAMPSON ENGINEERS, INC. DATED DECEMBER 8, 2020 AND RECORDED IN THE MIDDLESEX COUNTY REGISTRY OF DEEDS AS MAP 44, READING, MASSACHUSETTS, DECEMBER 8, 2020.

THIS IS TO CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE REQUIREMENTS OF THE REGISTERED PROFESSIONAL ENGINEER'S ACT AND THE MASSACHUSETTS BOARD OF REGISTRY OF PROFESSIONAL ENGINEERS AND ARCHITECTS. THE ENGINEER'S SIGNATURE AND SEAL ARE BEING PLACED ON THIS PLAN AND IT IS HEREBY CERTIFIED THAT THE ENGINEER HAS REVIEWED THE PLAN AND IS SATISFIED WITH THE INFORMATION PROVIDED BY THE CLIENT AND THE SURVEY DATA.

CERRY L. HOLDRIGHT, P.E.
REGISTERED PROFESSIONAL ENGINEER
MASSACHUSETTS REGISTRY OF PROFESSIONAL ENGINEERS AND ARCHITECTS
LICENSE NO. 100000

DATE: 10/23/2023
E.L.O.C.: 51.41
1" = 60'
10/23/2023 11:49 AM
10/23/2023 11:49 AM

WESTON & SAMPSON
10 GROVE STREET
LOT 24, MAP 44
READING, MASSACHUSETTS
COMMONWEALTH OF MASSACHUSETTS

CONTROL POINT ASSOCIATES, INC.
100 HIGHLAND AVENUE
SUITE 100
WILMINGTON, MASSACHUSETTS 01897
TEL: 978-653-8877
WWW.CPA-MASS.COM

THIS IS TO CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE REQUIREMENTS OF THE REGISTERED PROFESSIONAL ENGINEER'S ACT AND THE MASSACHUSETTS BOARD OF REGISTRY OF PROFESSIONAL ENGINEERS AND ARCHITECTS. THE ENGINEER'S SIGNATURE AND SEAL ARE BEING PLACED ON THIS PLAN AND IT IS HEREBY CERTIFIED THAT THE ENGINEER HAS REVIEWED THE PLAN AND IS SATISFIED WITH THE INFORMATION PROVIDED BY THE CLIENT AND THE SURVEY DATA.

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CONTROL POINT ASSOCIATES, INC. ALL RIGHTS RESERVED

EXHIBIT B

PUBLIC TRAIL EASEMENT

The Meadow Brook Golf Club Corporation of Reading, Massachusetts, a Massachusetts Corporation having an address of 292 Grove Street, Reading, Massachusetts (the “Grantor”),

for consideration paid, and in full consideration, of **TEN DOLLARS (\$10.00)** the receipt of which is hereby acknowledged, grants to

THE TOWN OF READING, a municipal corporation located in Middlesex County, Massachusetts, with a principal place of business at 16 Lowell Street, Reading, Massachusetts, acting by and through its Conservation Commission pursuant to Section 8C of Chapter 40 of the Massachusetts General Laws, and its permitted successors and assigns (the “Grantee”),

with QUITCLAIM COVENANTS as provided herein,

the perpetual non-exclusive right and easement to use, in common with others entitled thereto, a certain trail easement over land of the Grantor, which is historically the location of and currently operated as a golf course, being particularly identified as “Proposed Easement Area=3,482=+/- SQ. FT. or 0.080+/- AC” on a plan of land entitled “Easement Plan of Land, Weston & Sampson, 0 Grove Street, Lot 24, Map 44, Town of Reading, Middlesex County, Commonwealth of Massachusetts,” dated January 5, 2023, and to be recorded herewith as Exhibit A (the “Trail Easement”). Said Trail Easement, being for the purpose of securing access for the public to the Reading Town Forest through other land of the Grantee, shall be appurtenant to and run with the land of the Grantee described in that deed to the Inhabitants of the Town of Reading dated July 27, 1959, and recorded with Middlesex South Registry of Deeds at Book 9776, Page 363.

The Trail Easement may be used by the public as a pedestrian trail or walking path, and such recreational uses incidental thereto, including passive recreational activities, but specifically prohibiting all motorized equipment, such as automobiles, motor scooters or snowmobiles, on such terms and conditions deemed appropriate by the Grantee. The foregoing sentence does not prevent the use of wheelchairs or other means of assistance for persons with disabilities.

The Grantee acknowledges that the property on which the Trail Easement is located is part of, adjacent to, and/or in the vicinity of property owned by the Grantor (collectively the “Grantor’s Property”) that includes a golf course with a driving range. By acceptance of this Trail Easement the Grantee agrees that the use of the Trail Easement by the public shall be limited to those purposes permitted herein, and shall not limit or interfere with the quiet enjoyment or use by the Grantor, its members, guests, employees, or invitees, of the Grantor’s Property as a golf course with a driving range. Furthermore, the Grantee assumes the risk of utilizing the Trail Easement near the golf course with a driving range and the Grantee shall not bring any claim or cause of action against the Grantor, related to the Trail Easement, that would impact or limit in any way the Grantor’s use of the Grantor’s Property as a golf course with a

Property: Off Grove Street, Reading, Massachusetts

driving range; provided however that the Grantee is not estopped from seeking to enforce its rights and privileges granted herein for the Trail Easement. In the event that the Grantor elects to extend the golf course or driving range, resulting in it being closer to the Trail Easement than it currently is, the Grantee and the Grantor agree to work collaboratively and in good faith to try to develop measures to address any safety impacts on the Trail Easement users that are directly related to and caused by said extension of the golf course or driving range.

The Grantee, its successors and assigns, shall be responsible to maintain, repair and replace the walking trails and paths within the Trail Easement for the uses allowed herein in compliance with local, state, and federal laws. The Grantee shall work collaboratively with the Grantor to address any concerns of the Grantor regarding the use of the Trail Easement which may arise due to the use of the Grantor's Property as a golf course with a driving range. The rights, privileges and easements granted herein, and the obligations and duties hereunder, shall run with the land and be binding upon the parties, their successors and assigns, and all those claiming title by, through or under them.

The Grantor, meaning and intending to convey a conditional easement subject to a retained power of termination, grants the Trail Easement described herein subject to the retained interest of the Grantor to terminate said easement, which may be exercised at its discretion no sooner than ten (10) years from the date this instrument is recorded with the Middlesex South Registry of Deeds, and which shall take effect two (2) years after the Grantor's written notice of its intent to exercise such right is recorded with said Registry of Deeds, copies of which shall be provided by certified mail to the Town of Reading Conservation Commission and Reading Town Manager. In the event of the termination of this Trail Easement, a final notice of termination together with an affidavit certifying compliance with the notice provisions stated herein shall be recorded with said Registry of Deeds. The Grantor's right to terminate the Trail Easement pursuant to this paragraph shall be exercisable for a period of 87 years from the date that this instrument is recorded with the Registry of Deeds, after which the Trail Easement shall permanently vest and run with the land subject to the other provisions and limitations contained herein.

The Grantee, its successors and assigns, shall be responsible to add the Grantor as an additionally insured party on its liability insurance policy for the limited purposes of the Trail Easement, and shall provide proof of said insurance coverage to Grantor annually, on or before December 31. In the event that such insurance coverage should lapse, the Grantor shall have the immediate right to terminate the Trail Easement. The failure of the Grantee to provide proof of coverage as provided herein shall not be cause for termination by the Grantor unless it is requested in writing and not provided within thirty (30) days of the request. The Grantor's right to terminate due to a lapse in insurance is in addition to, and independent of the retained power of termination reserved in the preceding paragraph.

For Grantor's title see deeds recorded at Middlesex South Registry of Deeds at Book 3614, Page 254; Book 3696, Page 379; Book 1403, Page 103; Book 6402, Page 576; Book 3845, Page 113; Book 4024, Page 21; and Book 4522, Page 6.

Witness the execution hereof under seal this _____ day of _____, 202_.

GRANTOR: The Meadow Brook Golf Club Corporation of Reading, Massachusetts

By: _____

By: _____

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss

On this ___ day of _____, _____, before me, the undersigned notary public, personally appeared _____ and proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public:
My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss

On this ___ day of _____, _____, before me, the undersigned notary public, personally appeared _____ and proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public:
My Commission Expires: _____

ACCEPTANCE OF GRANT BY CONSERVATION COMMISSION

We, the undersigned, being a majority of the Conservation Commission of the Town of Reading, Massachusetts, hereby certify that at a meeting duly held on _____, 2024 the Conservation Commission voted to accept the foregoing Trail Easement from The Meadow Brook Golf Club Corporation of Reading, Massachusetts pursuant to Massachusetts General Laws, Chapter 40, Section 8C, and agree to be bound by its terms.

Dated: _____
Martha Moore, Chair

Dated: _____
Brian Bowe, Vice Chair

Dated: _____
Andrew Dribin, Commissioner

Dated: _____
Carl Saccone, Commissioner

Dated: _____
William McCants, Commissioner

Dated: _____
Tony Rodolakis, Commissioner

Dated: _____
Walter Talbot, Commissioner

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss

On this ___ day of _____, _____, before me, the undersigned notary public, personally appeared _____

_____ and proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public:
My Commission Expires: _____

APPROVAL OF GRANT BY SELECT BOARD

We, the undersigned, being a majority of the Select Board of the Town of Reading, Massachusetts, hereby certify that at a meeting duly held on _____, 2024 the Select Board voted to approve the foregoing Trail Easement from The Meadow Brook Golf Club Corporation of Reading, Massachusetts to the Town of Reading acting by and through its Conservation Commission pursuant to Massachusetts General Laws, Chapter 40, Section 8C, and agree to be bound by its terms.

Dated:

Jacqueline McCarthy, Chair

Dated:

Mark L Dockser, Vice Chair

Dated:

Christopher Haley, Secretary

Dated:

Carlo Bacci, Member

Dated:

Karen Gately Herrick, Member

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss

On this ___ day of _____, _____, before me, the undersigned notary public, personally appeared _____

_____ and proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public:

My Commission Expires: _____