

**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**

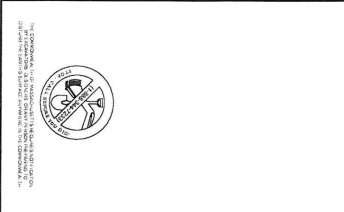
MIDDLESEX, ss

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: \_\_\_\_\_

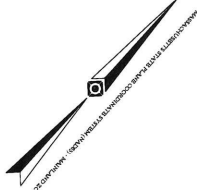
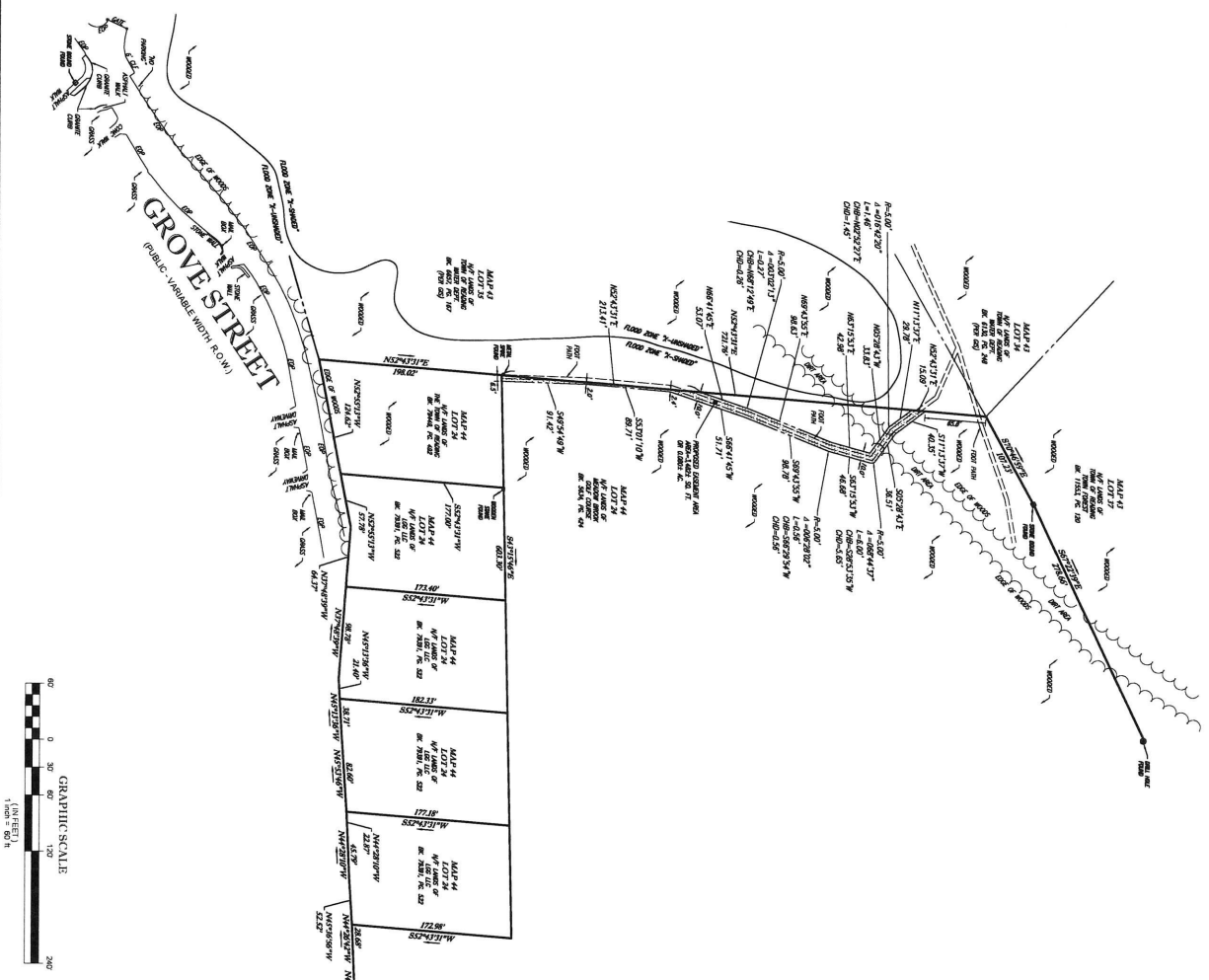
# EXHIBIT A



**LEGEND**

- SOIL
- B. WALL END
- DATE POST
- CHAIN LINK FENCE
- DOOR OF WAREHOUSE

FOR REVISION USE ONLY



- NOTES**
1. PROPERTIES KNOWN AS 2 AS SHOWN ON THE RECORDING, WINDSOR COUNTY, COMMONWEALTH OF MASSACHUSETTS, MAP NO. 44.
  2. THIS MAP IS A REVISION TO THE RECORDING, WINDSOR COUNTY, COMMONWEALTH OF MASSACHUSETTS, MAP NO. 44.
  3. THIS MAP IS A REVISION TO THE RECORDING, WINDSOR COUNTY, COMMONWEALTH OF MASSACHUSETTS, MAP NO. 44.
  4. THE SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1912 AND THE SURVEYING ACT OF 1913.
  5. THE SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1912 AND THE SURVEYING ACT OF 1913.
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  10. THE SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1912 AND THE SURVEYING ACT OF 1913.
- REFERENCES**
1. THE TAX ASSESSORS MAP OF RECORDING, WINDSOR COUNTY, MAP NO. 44.
  2. MAP ENTITLED "NATIONAL LOTTO REWARD PROGRAM, FINAL LOTTO REWARD STATE MAP" CONFORMANCE MAP OF RECORDING, WINDSOR COUNTY, MAP NO. 44.
  3. MAP ENTITLED "MAP OF LANDS OF GROVE STREET, LOCATED IN RECORDING, MASSACHUSETTS, WINDSOR COUNTY, COMMONWEALTH OF MASSACHUSETTS, MAP NO. 44." RECORDING, WINDSOR COUNTY, COMMONWEALTH OF MASSACHUSETTS, MAP NO. 44.
  4. MAP ENTITLED "MAP OF LANDS OF GROVE STREET, LOCATED IN RECORDING, MASSACHUSETTS, WINDSOR COUNTY, COMMONWEALTH OF MASSACHUSETTS, MAP NO. 44." RECORDING, WINDSOR COUNTY, COMMONWEALTH OF MASSACHUSETTS, MAP NO. 44.
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<p>THIS IS TO CERTIFY THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE BOARD OF REGISTRY OF PROFESSIONAL LAND SURVEYORS AND ENGINEERS OF THE COMMONWEALTH OF MASSACHUSETTS, AND THAT THE SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1912 AND THE SURVEYING ACT OF 1913.</p>	
<p>AND I AM A CHARTERED SURVEYOR AND LICENSED UNDER THE MASSACHUSETTS PROFESSIONAL LAND SURVEYING ACT.</p>	
<p>DATE: 1-5-2023</p>	
<p>ERRYL HOLDRIGHT, PLS</p>	
<p>MASSACHUSETTS PROFESSIONAL LAND SURVEYING MAP NO. 44</p>	
<p>EXISTENT PLAN OF LAND</p>	
<p>WINDSOR COUNTY, MASSACHUSETTS</p>	
<p>TOWN OF WINDSOR, WINDSOR COUNTY</p>	
<p>COMMONWEALTH OF MASSACHUSETTS</p>	
<p>CONTROL POINT ASSOCIATES, INC.</p>	
<p>1500 WEST 10TH STREET, SUITE 100, DENVER, CO 80202</p>	
<p>PHONE: (303) 733-1111</p>	
<p>WWW.CONTROLPOINTASSOCIATES.COM</p>	
<p>DATE: 1-5-2023</p>	
<p>SCALE: 1" = 30'</p>	
<p>PROJECT NO: 03-2019-04-01</p>	
<p>SHEET NO: 1 OF 1</p>	