

CONSERVATION RESTRICTION
To
The Commonwealth of Massachusetts

The Moby Dick Council, Inc., Boy Scouts of America, a Massachusetts corporation having its usual place of business at 39 Grove Street, New Bedford, Massachusetts 02740 ("Grantor"), in consideration of One Million Dollars (\$1,000,000.00), the receipt and sufficiency of which is hereby acknowledged, hereby grants with QUITCLAIM COVENANTS to the Commonwealth of Massachusetts, acting through its Division of Fisheries and Wildlife within its Department of Fisheries, Wildlife and Environmental Law Enforcement, as authorized under Section 6 of Chapter 131 of the General Laws, and through its Department of Environmental Management, as authorized under Section 3 of Chapter 132A of the General Laws, both of 100 Cambridge Street, Boston, MA 02202 (hereinafter "Grantee"), as joint tenants, in perpetuity and exclusively for the purposes of Article 97 of the Amendments to the Massachusetts Constitution and for conservation purposes, a Conservation Restriction having the terms and conditions hereinafter set forth (hereinafter "Restriction") on a parcel of land located in the towns of Plymouth and Wareham, Plymouth County, Massachusetts, containing approximately 800 acres, more or less, said parcel being more particularly described in Exhibit A attached hereto and incorporated herein as if set forth in full (the "Premises"). The Premises consist of a Building Envelope, shown on the sketch plan attached hereto as Exhibit B, with the remainder of the land being referenced hereinafter as the Conservation Zone.

I. Purposes

This Restriction is defined in Section 31 of Chapter 184 of the General Laws. The purposes of this Restriction are to assure the Premises will be retained in perpetuity predominantly in its natural, scenic, and open condition for fish and wildlife conservation, natural habitat protection, fire management and control, and other conservation uses consistent with the spirit and intent of Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, to prevent any use of the Premises that will significantly impair or interfere with the conservation values thereof, and to allow public access for enjoyment of the wildlife and open space resources of the Premises as specifically provided for herein. The conservation and permanent protection of the Premises will yield a significant public benefit for the following reasons:

Off west side Wareham Road, Plymouth
Off west side Plymouth Avenue, Wareham

1. The Premises consist of pitchpine/scrub oak barrens, a significant natural community type in Massachusetts, several kettle hole ponds and occurrences of state listed rare species.

2. The Premises also provide a relatively undeveloped natural habitat for wildlife and plant communities and a stream and ponds for waterfowl and freshwater fish communities. Preservation of the ponds and associated wetlands, the stream, and adjacent woodlands will protect a significant wildlife and fisheries habitat.

3. Preservation of the Premises, by prohibiting alterations to the natural character thereof and allowing public access thereto, will protect the area's scenic and open space value and enhance the passive recreational, human enjoyment, and ecological value of this conservation open space.

II. Prohibited Acts and Uses

In order to carry out the purposes set forth in Section I above, the Grantor covenants for itself and its legal representatives, mortgagees, successors and assigns that the Premises will at all times be held, used, and conveyed subject to the following restrictions, and the Grantor and its successors and assigns will not perform any activity which is inconsistent with the aforestated purposes of this grant or which is detrimental to water quality, soil conservation, wildlife conservation or which is otherwise wasteful of the natural resources of the Premises. Prohibited activities on, over or under the Premises shall include, but not be limited to, the following:

A. Constructing or placing of any dwelling, building, tennis court, landing strip, mobile home, swimming pool, fence, asphalt or concrete pavement, roadway, trail, artificial water impoundment, parking area, sign, billboard or other advertising display, communication or utility pole or tower, conduit, line, fence, barrier, wall, septic system, or any other temporary or permanent structure or facility on, above or under the Premises except as permitted under this document, and, if permitted, the erection or placement of which in each instance shall not begin until Grantee has received twenty (20) days prior notice thereof;

B. Mining, excavating, dredging or removing from the Premises soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposits, except to the extent necessary to install or erect the structures or facilities allowed in Section III hereof, or to grade or regrade the property in association with the activities allowed under said Section; excepting also those circumstances where removal from the Premises of any excavate generated under these exceptions would avoid negative impacts to the resources, purposes or conservation values contemplated by this Restriction;

C. Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, or any other substance or material whatsoever, including the installation of underground storage tanks, except placement or storage of soil from the Premises may be allowed to the extent necessary to install or erect the structures or facilities allowed in Section III hereof, or to grade or regrade the property in association with the activities allowed under said Section; excepting also the placement of tree stumps, and other vegetative debris from the Premises in compliance with all applicable laws and regulations in locations within the Building Envelope, such placement and storage not to negatively impact the resources, purposes or conservation values contemplated by this Restriction;

D. Activities detrimental to drainage, flood control, water conservation, erosion control, or soil conservation;

E. The use of automobiles, trucks, motorcycles, motorized trail bikes, all-terrain vehicles and snowmobiles, or any other motorized or power-driven vehicles, with the exception only (1) for motorized wheelchairs and automobiles and four-wheeled vehicles to buildings and structures or for activities permitted under Section III, (2) as required by Grantee to carry out its rights and responsibilities hereunder, and (3) as required by the police, fire fighters, or other governmental agents in carrying out their lawful duties;

F. Removal or destruction of trees, shrubs, or any other vegetation in the Conservation Zone, except that cutting, pruning, mowing and removal may be performed to remove hazards, diseased

trees, or insect damage, to preserve or provide vistas from the Building Envelope as defined herein, and to install the structures and facilities allowed under Section III hereinbelow, all to be done pursuant to recognized agricultural or horticultural practices approved by the Grantee pursuant to the procedures set forth in Section VIII hereinbelow, and after consultation with the Massachusetts Department of Food and Agriculture;

G. The development of new cranberry bogs or redevelopment of old cranberry bogs;

H. The planting of any invasive exotic plant species identified as such on lists maintained by the Division of Fisheries and Wildlife's Natural Heritage and Endangered Species Program;

I. Any commercial or industrial use of any kind, including but not limited to use as a commercial hunting, fishing or sporting club or facility, or any institutional use inconsistent with the purposes of this Restriction;

J. The storage or application of pesticides, herbicides, insecticides, fungicides, or other chemicals or materials except as may be approved in writing by Grantee in accordance with the procedures set forth in Section VIII below;

K. Use of the Premises for any other purpose, except for outdoor recreational purposes or similar purposes permitting the Premises to remain predominately in their natural condition, provided such uses shall only be carried on and permitted in compliance with all the provisions of this instrument; provided further no activity shall be carried on or permitted that would alter the existing drainage patterns, flood plains, or wetlands or result in erosion, siltation or other forms of water pollution;

L. Conveyance of a part or portion of the Premises alone (as compared with conveyance of the Premises in their entirety, which shall be permitted), or division or subdivision of the Premises, or use or assignment of the dimensions, area or acreage of the Premises for purposes of subdivision or development of

unrestricted land, whether or not such land is adjacent the Premises and whether or not such land is owned by the Grantor, its successors and assigns;

M. Any other uses of or activities on the Premises which would be inconsistent with the purposes of this Restriction or detrimental to the conservation interests which are the subject of this Restriction.

III. Reserved Rights, Permitted Activities

Notwithstanding anything contained in Section II, the Grantor reserves to itself and to its successors and assigns the right to conduct or permit the following acts and uses but only to the extent such acts and uses do not materially impair the purposes of this Restriction:

A. Operation of a nonprofit camp, including the renting and/or leasing of the Premises for use of the camp facility by individuals or other groups for recreational camping and/or outdoor education purposes, or by hunters for camping during the hunting season as defined hereinbelow, and to conduct activities and events consistent with such operation, provided however, that:

(1) the maximum overnight occupancy of the Premises shall be no more than 350 persons, except for three two-night events (Peak Events) in any twelve month period. The maximum overnight occupancy for any Peak Event shall be no more than 600 persons;

(2) all overnight stays shall occur within the Building Envelope, except that outpost camping (defined as overnight stays outside the Building Envelope) shall be allowed as follows:

(a) At six (6) standard outpost sites located in the Conservation Zone, with or without running water or sanitary facilities, any such facilities to be installed and maintained at the sole cost of the Grantor, one of which sites may be an open air shelter built on the existing cement slab near Abner Pond;

(b) At two (2) low impact outpost sites located in the Conservation Zone, neither one having running water or sanitary facilities;

(c) On any one night, not more than 50 persons in outpost camping sites, and not more than 25 persons in any single outpost camping site;

(d) Prior to the Grantor locating, relocating, improving or altering any standard outpost site, the Grantee shall have the right to review and approve any plans regarding the location, design, intensity of use and sanitary facilities of, for or within such site, said approval not to be unreasonably delayed or withheld.

B. Within the Building Envelope, the use, maintenance, repair, relocation, demolition and replacement of the existing buildings, wells, septic systems, utility lines, artificial water impoundment, signs, trails and other improvements as currently located (collectively "structures and facilities"), and the installation and construction of additional structures and facilities directly related to the operation of the allowed nonprofit camp, including a swimming pool, provided, however, that all new structures and facilities must be located at least 200 feet from the high water line of any stream, pond or other water body, except that up to two rafts may be installed in Five Mile Pond, and one or more boat house, dock and life guard tower may be located in the camp's waterfront activities area on the easterly side of said Pond, all in compliance with all applicable laws and regulations;

C. Repair, maintenance and improvement, including paving, of the existing entrance road leading into and through the Premises from Southeast Line Road, to the extent shown on Exhibit B attached hereto, including also repair, maintenance or replacement of an existing underground telephone line along said road, as well as installation of signs along said road related to the allowed nonprofit camp use, all at the sole cost of the Grantor, in conformance with the terms of this Restriction and subject to reasonable review by Grantee regarding environmental impact;

D. Repair, maintenance and replacment of the existing electric utility line in the Conservation Zone now running from the easterly bound of the Premises at land now or formerly of A. D. Makepeace into the Building Envelope;

E. Construction and maintenance of fences, gates, and stone walls within the Building Envelope;

F. The cutting and planting of trees, shrubs and other vegetation for normal improvement and maintenance of the Premises, to prevent threat of injury or damage to persons or property, to carry out the allowed uses of the Premises, and to further the conservation interests protected by this Restriction, provided, however, that only species native to Plymouth County may be planted in the Conservation Zone, and no invasive exotic plant species identified as such on lists maintained by the Division of Fisheries and Wildlife's Natural Heritage and Endangered Species Program may be planted anywhere on the Premises;

G. Use of the existing nine mountain bike trails on the Premises. Establishment of new such trails within the Conservation Zone, or relocation of existing trails or any portion thereof, shall be permitted only with the approval of the Grantee, and only to the extent they also serve as scientifically supported fire breaks.

The exercise of any right reserved by the Grantor under this Section III shall be in compliance with the then-current Zoning Bylaws applicable to the Premises, the Wetlands Protection Act (General Laws Chapter 131, Section 40), and all other applicable federal, state, and local environmental protection and other laws, and Grantor agrees not to seek a variance therefrom for development purposes without written consent of Grantee. The inclusion of any reserved right in this Section III requiring a permit from a public agency does not imply that the Grantee takes any position on whether such permit should be issued. Any right of use not reserved herein is prohibited without express written consent of Grantee.

IV. Access for Management and Compliance

The Grantee through its duly designated officers, directors, employees, representatives, and agents shall have the right to:

A. Enter the Premises at reasonable times and in a reasonable manner, including by use of motorized vehicles, for the purpose of inspecting the Premises, determining compliance with the terms of this Restriction and preventing, abating or remedying any violations thereof, provided that persons conducting such activities shall register with the camp ranger immediately upon entering the Premises;

B. Enter the Premises at reasonable times and in a reasonable manner for the purpose of studying and monitoring the natural communities and specific species, provided that persons conducting such activities shall register with the camp ranger immediately upon entering the Premises;

C. Enter the Premises to, at Grantee's sole expense:

- (1) construct a parking area on the Premises located at the main entrance into the Premises off Southeast Line Road, sufficient for eight (8) vehicles;
- (2) construct up to two unpaved, continuous recreational walking trails in the northwest quadrant of the Premises from other land of the Grantee, including a trail leading to and around Abner Pond; and
- (3) after consultation with and prior written notice to the Grantor, perform any act required to preserve, conserve or promote the natural habitat of wildlife, fish and plants located on the Premises and manage the forest resources, including but not limited to pest control, establishment of fire breaks, removal of fire fuels, execution of prescribed burns, establishment of groundwater monitoring wells and development and carrying out of a forest cutting plan.

V. Access for the General Public

This Restriction includes the grant of the right to Grantee, its successors and assigns, to permit the public to enter upon the Conservation Zone, and to permit members of the public to use the Conservation Zone and existing and future ways and trails thereon, for passive daytime recreational purposes such as hunting, fishing at Abner Pond and Five Mile Pond, hiking, birdwatching, and similar uses, specifically excluding, however, boating or swimming at any water body, provided that such activities do not involve use of motorized vehicles, are not detrimental to the purposes of or violate the terms of this Conservation Restriction, and do not unreasonably interfere with permitted uses of the Premises by the Grantor, provided further that:

(1) persons entering into the Conservation Zone, except those persons staying exclusively on marked Commonwealth trails and/or fishing at Abner Pond, must first register with the Camp Ranger at a designated location immediately upon entering the Premises;

(2) hunting shall be permitted in the Conservation Zone during the two week period of each year when it is legal to hunt deer with modern firearms, as periodically set by the Division of Fisheries and Wildlife (a/k/a "shotgun season"), and that, during such period, the public may pass through the Building Envelope on established roads and trails without first registering as provided in subsection (1) above.

Precise terms and conditions of access and further limitations on access shall be determined by the Director of the Division of Fisheries and Wildlife in consultation with the Commissioner of the Department of Environmental Management. Grantor may petition the Director to modify public access to the Premises for cause pursuant to the reasons articulated above.

VI. Legal Remedies of Grantor and Grantee

In the event of any violation of the terms of this Restriction by either party, the party seeking to enforce the terms of this Restriction shall notify the other thereof and request the other to remedy such violation. If the violation is not remedied within a reasonable time, acting party may enter upon the Premises, with or without Order of Court, to remedy or abate such violation, and may enforce this Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including without limitation relief requiring restoration of the Premises to its condition at the time of this grant (it being agreed that the Grantor or Grantee may have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to either party. If the Grantor or Grantee obtains judgment from a court of law that confirms the other has violated the terms of this Restriction, the party in violation shall reimburse the other all reasonable costs and expenses incurred in connection with obtaining and enforcing such judgment, including reasonable counsel fees and reasonable costs incurred in remedying or abating the violation.

Enforcement of the terms of this Restriction shall be at the discretion of the either party, and any forbearance by either party to exercise its rights under this Restriction shall not be deemed or construed to be a waiver. By its acceptance of this Restriction, Grantee does not undertake any liability or obligations relating to the condition of the Premises.

VII. Representations of the Grantee; Assignment

The Grantee represents that they are governmental agencies of the Commonwealth of Massachusetts, that they are organized and operated for the purpose of preserving and conserving natural resources, natural habitats, environmentally sensitive areas and for other charitable, scientific and educational purposes, and that they have both the necessary funds and commitment to hold this Restriction exclusively for conservation purposes in perpetuity and to enforce its terms.

The benefits of this Restriction shall be in gross and shall not be assignable by the Grantee, its successors and assigns, unless the assignee is a "qualified organization" as defined in Section 170(h)(3) of the Internal Revenue Code of 1986, as amended, including, without limitation, a government entity, provided that, as a condition of such assignment, the assignee is required to hold this Restriction and enforce its terms for conservation purposes. The Grantee shall notify the Grantor in writing at least thirty (30) days before it assigns this Restriction.

VIII. Required Notification

Unless otherwise provided herein or by law, the Grantor shall notify the Grantee in writing at least ninety (90) days prior to undertaking or allowing any uses or activities on the Premises which require the approval of Grantee under Section II above, or that are contrary to the purposes of this Restriction or that may adversely affect the conservation interests found within the Premises.

Whenever Grantor's or Grantee's consent or approval is required under the terms of this Restriction, Grantor or Grantee shall grant or withhold such consent or approval in writing within ninety (90) days of receipt of written request therefor, and any such consent or approval shall not be unreasonably withheld so long as the granting of said consent is consistent with the terms and purposes of this Restriction. Failure to act in writing within the stated 90-day time period shall constitute consent or approval.

Any written notice required hereunder shall be sent by certified mail, return receipt requested, postage prepaid, to the following addresses:

Grantor: Council Executive
Moby Dick Council, Inc.
Boy Scouts of America
39 Grove Street
New Bedford, MA 02740

Grantee: Commonwealth of Massachusetts

Chief of Wildlife Lands
Massachusetts Division of Fisheries and Wildlife
100 Cambridge Street, Room 1902
Boston, MA 02202

and

Office of the Commissioner
Department of Environmental Management
100 Cambridge Street, Room 1905
Boston, MA 02202

or to such other address or addresses as may from time to time be designated by any party by written notice to the others.

IX. Proceeds from Extinguishment: Eminent Domain

The Grantor and Grantee agree that the granting of this Restriction gives rise to a property right, immediately vested in the Grantee, with a fair market value that is equal to the value by which the Restriction reduces, at the time of the grant, the value of the property as a whole. Such proportionate value of the Grantee's property right at the time of the grant is thirty-seven and one half percent (37.5%) of the total value of the Premises, and this proportionate value shall remain constant. If any change in conditions ever gives rise to extinguishment or other release of the Restriction under applicable law, 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. If the conservation interests protected hereby are unaffected by the taking, and the only interest taken by public authority is the Grantor's interest, and recovered proceeds are awarded on the basis of the value of the Premises as restricted by this Restriction, then the proceeds from such taking shall be payable in their entirety to Grantor.

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain (other than The Commonwealth), or if all or any part of this Restriction is otherwise extinguished by act of public authority (other than The Commonwealth), then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. If the public authority is The Commonwealth, the Grantor and Grantee shall pursue their remedies separately. 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 the Grantee in shares equal to such proportionate value. The Grantee shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein.

X. Binding Effect

The burdens of this Restriction shall be deemed to run with the Premises in perpetuity and in gross and shall be binding upon and enforceable against Grantor and all future owners of any interest in the Premises. Grantee is authorized to record and file any notices or instruments appropriate to assuring the perpetual enforceability of this Restriction, and Grantor hereby appoints Grantee as its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, Grantor agrees to execute any such instruments upon request.

XI. Subsequent Transfers; Right of First Refusal

The Grantor agrees to incorporate by reference the terms of this Restriction in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Premises, including without limitation, a leasehold interest. Grantor further agrees to give one hundred eighty (180) days written notice to Grantee prior to entering into any agreement with a third party regarding sale or transfer of the Premises or any portion thereof, during which 180 day period the Grantee or either one of them shall have the right, upon mutually acceptable terms and conditions, to acquire Grantor's fee interest in the Premises. The Grantor shall have the right to sell its interest

in the Premises to a third party at the expiration of the 180 day period, or upon notice from Grantee of its intention not to acquire the Premises, whichever occurs earlier.

The merger or consolidation of the Grantor with another Boy Scout Council or the dissolution of the Grantor and the transfer of its property in accord with Article 10 of its Articles of Incorporation to another Council or to the Boy Scouts of America shall not be considered a sale, transfer or divestiture of any interest in the Premises for the purposes of this Section.

Failure of the Grantor to give notice as provided herein shall be a violation of this Restriction and of Grantee's rights hereunder, and shall not impair the validity of this Restriction nor limit its enforceability in any way.

XII. Costs and Liabilities

Grantor retains all responsibilities and shall bear all costs of any kind related to the ownership, operation, upkeep, and maintenance of the Premises, including the payment of all taxes and assessments levied by competent authority, and conformance with all applicable federal, state, and local laws and regulations.

The Grantee hereby assumes responsibility, and agrees to hold Grantor harmless, for any property damage or bodily injury, including death, caused by or due to the negligence of the Grantee or its employees, contractors, agents, representatives or invitees, but only to the extent Grantee's acts or failure to act caused or contributed to such damage or injury.

XIII. Amendments

If circumstances arise under which amendment to or modification of this Restriction would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Restriction, provided that no amendment may be made that will be inconsistent with the purposes of this Restriction, affect its perpetual duration, violate the provisions of Article 97 of the Amendments to the Massachusetts Constitution, nor adversely affect

any of the significant conservation values of the Premises. Any amendment to this Restriction shall be recorded with the Plymouth Registry of Deeds in Plymouth, Massachusetts.

XIV. Severability

If any section or provision of this Restriction shall be held to be unenforceable by any court of competent jurisdiction, the Restriction shall be construed as though such section had not been included in it. If any section or provision of the Restriction shall be susceptible of two constructions, one of which would render such section or provision invalid, then such section or provision shall be given the construction that would render it valid. If any section or provision of this instrument is ambiguous, it shall be interpreted in accordance with the policies and provisions expressed in Chapter 184, Sections 31 - 33, Chapter 131, and Chapter 132A of the General Laws.

XV. Miscellaneous

(1) No Massachusetts deed excise tax stamps are required by Chapter 64D, Section 1, as the Commonwealth is a party to this instrument.

(2) This Restriction is conveyed subject to matters of record at the Plymouth County Registry of Deeds.

(3) Meaning and intending to convey a conservation restriction as provided herein on the land described in Certificate of Title No. 57437, Registration Book 287, Page 37, shown on Land Court Plan 14501A, and land described in an instrument dated May 20, 1970, recorded with said Registry of Deeds in Book 3592, Page 256.

IN WITNESS WHEREOF, Moby Dick Council, Inc., Boy Scouts of America, has caused its corporate seal to be hereunto affixed and these presents to be signed, acknowledged, and delivered in its name and behalf by John Ledwidge, its President, hereto duly authorized, this 24th day of June, 1998.

MOBY DICK COUNCIL, INC.
BOY SCOUTS OF AMERICA


By: 
John Ledwidge, President

COMMONWEALTH OF MASSACHUSETTS

Plymouth County, ss:

June 24, 1998

On this 24th day of June, 1998 before me personally appeared John Ledwidge, who being by me duly sworn did say that he is the President of the Moby Dick Council, Inc., Boy Scouts of America, a non-profit corporation duly established under the laws of the Commonwealth of Massachusetts, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said John Ledwidge acknowledged said instrument to be the free act and deed of said corporation.


Murray J. Luskoff Notary Public

My Commission Expires: 12/27/2002

Seal:

A true copy of document filed in
Plymouth District of the Land Court
on 7/10, 1998 at 12:30 PM
as Document No. 430447

Attest:-


Assistant Recorder

ACCEPTANCE OF GRANT

The above Conservation Restriction from Moby Dick Council, Inc., Boy Scouts of America, is accepted this 25th day of June, 1998.

Commonwealth of Massachusetts
Division of Fisheries and
Wildlife

By: Jack Buckley
Jack Buckley, Deputy Director

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss:

June 26, 1998

Then personally appeared the above named Jack Buckley, Deputy Director of the Division of Fisheries and Wildlife within the Department of Fisheries, Wildlife and Environmental Law Enforcement, and acknowledged the foregoing instrument to be the free act and deed of said Division, before me

Michael G. Henry Sr.
Notary Public

My Commission Expires: 7/3/98
Seal

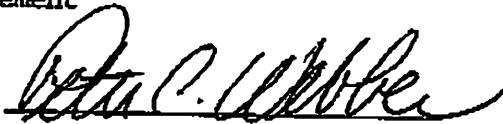


ACCEPTANCE OF GRANT

The above Conservation Restriction from Moby Dick Council, Inc., Boy Scouts of America, is accepted this 25th day of June, 1998.

Commonwealth of Massachusetts
Department of Environmental
Management

By:


Peter C. Webber, Commissioner

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss:

June 25, 1998

Then personally appeared the above named Peter C. Webber, Commissioner of the Department of Environmental Management, and acknowledged the foregoing instrument to be the free act and deed of said Department, before me


Notary Public

My Commission Expires: November 4, 1999

Seal



EXHIBIT A

Description of the Premises

Parcel One: All and the same parcel of land described in Land Court Certificate of Title No. 57437, registered in the name of Moby Dick Council, Inc., Boy Scouts of America, on December 3, 1976, containing 760 acres, more or less, being

That certain parcel of land situate in Plymouth and Wareham, in the County of Plymouth and Commonwealth of Massachusetts, bounded and described as follows:

- Northerly by land now or formerly of George R. Briggs, forty-six hundred eighty-two and 20/100 (4682.20) feet;
- Easterly by lands now or formerly of Anna W. Barker and of Outram Bangs sixty-five hundred fifty-seven and 50/100 (6557.50) feet;
- Southerly seven hundred ninety-nine and 41/100 (799.41) feet;
- Southwesterly three hundred eleven and 40/100 (311.40) feet;
- Southerly five hundred fifty-two and 50/100 (552.50) feet;
- Easterly one hundred twenty-nine and 30/100 (129.30) feet by land now or formerly of Ellena B. Besse et al.;
- Southerly by said Besse et al., land and by land now or formerly of Henry Samuels thirty-one hundred sixty-eight and 40/100 (3168.40) feet;
- Westerly by land now or formerly of the Commonwealth of Massachusetts seventy-four hundred thirty-seven and 70/100 (7437.70) feet.

EXHIBIT A - Page 2

All of said boundaries are determined by the Court to be located as shown on plan #14501A, drawn by George P. Morse, Surveyor, dated October 4, 1930, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed with Certificate of Title No. 4501.

There is excepted and excluded from the above described land so much land as lies under the waters of Abner Pond, Little Five Mile Pond, Five Mile Pond and Long Pond, great ponds as shown on said Plan.

Parcel Two: All and the same parcel of land described in a deed dated May 20, 1970, recorded with the Plymouth County Registry of Deeds in Book 3592, Page 256, said land located in the Towns of Wareham and Plymouth, in the County of Plymouth, Commonwealth of Massachusetts, bounded and described as follows:

Beginning at a cement bound on the Town Line between the said Towns of Plymouth and Wareham, at the easterly corner of land now or formerly of Maple Springs Company;

Thence, running South 29° 03' 40" West, One thousand two hundred fifty-two and 68/100 (1252.68) feet by said land of Maple Springs Company to a stone bound;

Thence, South 69° 21' 40" East, Three hundred ninety-one and 29/100 (391.29) feet by land of said Maple Springs Company to a stake;

Thence, South 56° 21' 30" East, Four hundred thirty-nine and 43/100 (439.43) feet by said land of Maple Springs Company through a drainage ditch to an iron post at land formerly of George M. Besse;

Thence, North 50° 11' 50" East, One thousand six hundred seventy-six and 05/100 (1676.05) feet by said land formerly of George M. Besse to an iron post;

Thence, North 24° 21' 30" West, One hundred sixty-seven and 02/100 (167.02) feet to an iron post in said Town Line;

EXHIBIT A - Page 3

Thence, North 40° 32' 20" West, Three hundred eleven and 40/100 (311.40) feet through a reservoir to an iron post;

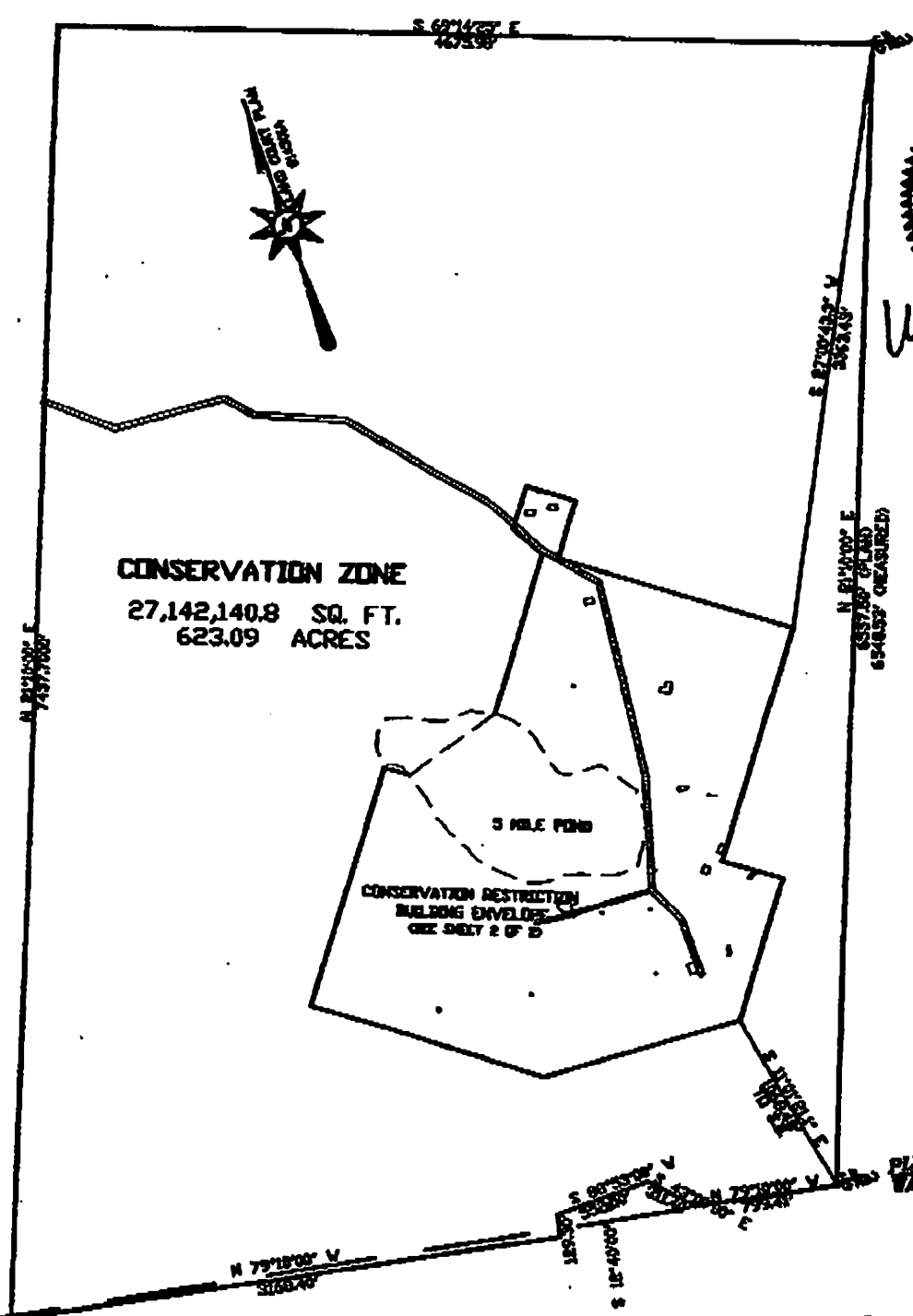
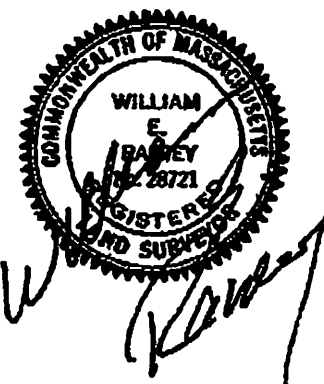
Thence, North 86° 25' 30" West, Five hundred fifty-three and 08/100 (533.08) feet by land formerly of Albert S. Hathaway to an iron post;

Thence, South 15° 07' 40" West, One hundred twenty-nine and 30/100 (129.30) feet by said land of Hathaway to an iron post in said Town Line; and

Thence, North 79° 16' 20" West, Five hundred sixty-four and no/100 (564.00) feet along said Town Line and by said land formerly of Albert S. Hathaway to the point of beginning.

Containing 39.25 acres, more or less, and shown on a plan of land entitled "Plan of Land Situated in Plymouth & Wareham, Surveyed for Edwin O. Heleen, December 16, 1943, Walter E. Rowley, Sur.", recorded with the Plymouth County Registry of Deeds in Plan Book 6, Page 644.

8 JUL 98
DATE RECORDED LAST SURVEY



CONSERVATION ZONE
27,142,140.8 SQ. FT.
623.09 ACRES

3 MILE POND

CONSERVATION RESTRICTION
BUILDING ENVELOPE
SEE SHEET 2 OF 10

**CAMP CACHALOT
PLAN OF LAND**

IN
PLYMOUTH, MASS.

SCALE: N.T.S. DATE JUNE 16, 1998

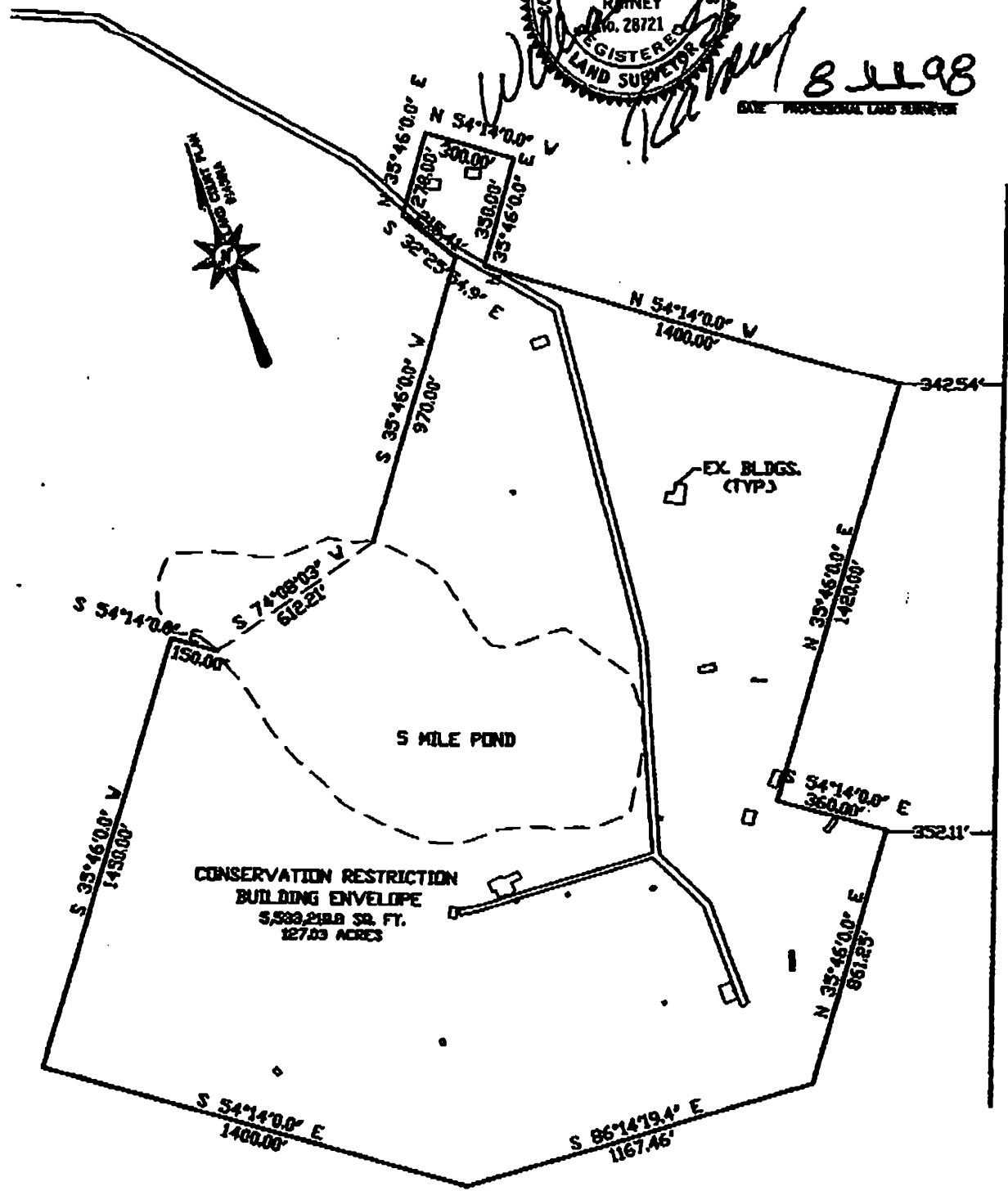
GRADED ENGINEERING, INC.
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OWNER
MOBY DICK COUNCIL INC.
LAND COURT PLAN 84282A CTR 420

APPLICANT
COMM. OF MASS.



W. Roney
8-22-98
DATE: PROFESSIONAL LAND SURVEYOR



OWNER
MOBY DICK COUNCIL INC.
LAND CERT PLAN 61438A CITY OF
APPLICANT
COMM. OF MASS.

**CAMP CACHALOT
PLAN OF LAND**
IN
PLYMOUTH, MASS.
SCALE: N.T.S. DATE JUNE 16, 1998
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