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April 22, 2003

BY FACSIMILE - (508) 539-1403

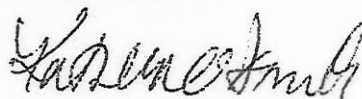
Ms. Joyce M. Mason  
Town Administrator  
Mashpee Town Hall  
16 Great Neck Road North  
Mashpee, MA 02649

Re: Land Management Agreement for Santuit Pond Preserve

Dear Ms. Mason:

Attached is a copy of the Land Management Agreement revised pursuant to our meeting on April 15, 2003.

Very truly yours,



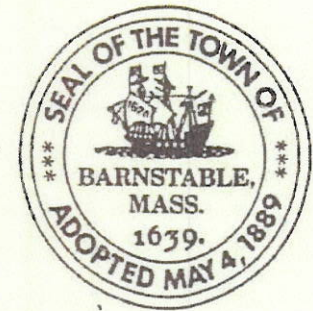
Kathleen M. O'Donnell

KMO'D/jbl

Enc.

cc: Board of Selectmen  
T. David Houghton, Esq.

188992/MASH.LB/0001



The Towns of Mashpee and Barnstable  
Land Management Agreement  
for  
Santuit Pond Preserve

June 2003

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## Land Management Agreement for Santuit Pond Preserve

This Agreement is entered into by and between the Towns of Barnstable and Mashpee and the Commonwealth of Massachusetts Division of Fisheries, Wildlife and Environmental Law Enforcement in order to provide for the administration of the property further described in Appendices A, B and C. In consideration of the mutual covenants provided herein and other valuable consideration, the parties agree as follows:

### I. Purpose of the Management Agreement:

The purpose of the plan is to provide a framework for the administration of the property.

- A) This document will be kept by the Town of Barnstable and the Town of Mashpee and the Massachusetts Division of Fisheries, Wildlife and Environmental Law Enforcement as a permanent record of the agreement on management of the property.
- B) All amended versions of this document will be sent to the Board of Selectmen of Mashpee, the Town Manager of Barnstable, the Town Clerks of both towns and the Massachusetts Division of Fisheries and Wildlife. Amendment procedures are set forth in Section III E.

### II. Property Use Requirements:

The property must be kept consistent with the purposes for which it is held as set forth in the Appendices and the rules and regulations promulgated thereunder unless otherwise lawfully amended.

- A) The property must be open to entry and use in accordance with rules and regulations in furtherance of its purposes.
- B) Discrimination on the basis of residence, race, color, national origin, religion, disability or sex is prohibited. When there is no fee charged for residents, fees may not be charged for nonresidents. The prohibition against fees or other access limiting systems may be waived by the Secretary or his/her designee where the applicant can justify said system or demonstrate an inability to adequately manage or maintain the property.
- C) Requirements as defined in Appendix B (Department of Fisheries and Wildlife Conservation Restrictions).

### III. The Land Management Committee

- A) A three (3) person Land Management Committee comprised of the following members will recommend policies, guidance and oversight for the management of Santuit Pond Preserve, subject to the provisions and reservations of Sections I and II above.
1. One member appointed by the Barnstable Town Manager.
  2. One member appointed by the Mashpee Board of Selectmen.
  3. One member from the Massachusetts Division of Fisheries, Wildlife, and Environmental Law Enforcement appointed by the Massachusetts Department of Fisheries, Wildlife, and Environmental Law Enforcement.
  4. In the event of a vacancy, the appropriate authority will appoint a new member within ninety (90) days.
  5. Member's terms shall be as follows:
    - a. Massachusetts Department of Fisheries, Wildlife, and Environmental Law Enforcement for a period of two (2) years. Term effective July 1<sup>st</sup>.
    - b. Mashpee Board of Selectmen member, for a period of two (2) years. Term effective July 1<sup>st</sup>.
    - c. Barnstable Town Manager's member, for a period of three (3) years for the first term and thereafter for two (2) year terms. Term effective July 1<sup>st</sup>.
- B) Responsibilities of the Land Management Committee shall include but not be limited to:
1. Enforcing the provisions of allowed and prohibited land uses.
  2. Providing for construction and maintenance of trails, signs, parking, forest management, fire prevention and control.
  3. Preparing an annual State of the Land Report for inclusion in the Annual Town Reports.
  4. Approving use of site for educational and recreational events.
  5. Seeking and administering grants.
  6. Create and update site description and wildlife inventory.
  7. Manage and oversee cranberry bogs and crop operations, and approved maintenance agreements.

- C) Recommendations by the Land Management Committee to the Mashpee Board of Selectmen and Barnstable Town Manager shall include but not be limited to:
1. Setting land use policies consistent with all provisions of this document and Attachments "A" and "B".
  2. Hiring or engaging of contractors or volunteers to implement all the above management practices.
  3. Preparing annual budget requests and accounting for all income and expenses.
  4. Negotiate cranberry bogs and crop leasing agreement under the direction and approval of the Mashpee Board of Selectmen and the Barnstable Town Manager.
- D) The Land Management Committee shall maintain a log of repair and trail work done on schedule, warning signs put up, and citizen reports responded to. Copies of these logs will be submitted to the Mashpee Town Administrator and the Barnstable Town Manager (see above Management and Trail Maintenance section).
- E) The Land Management Committee will meet as needed during the start-up phase; and thereafter the committee will meet at least once annually to review the Management Plan and consider policy issues that may arise from time to time. The Land Management Committee is a public body and shall comply with all Open Meeting Laws and Conflict of Interest Laws. All Meetings shall be posted and open to the public. The public will have a chance to speak and minutes will be taken. Copies of all minutes will be held by the respective Town Clerks.
- F) One or more members will be required to walk the land a minimum of four (4) times a year.
- G) The Land Management Committee may recommend amendments to this plan for adoption from time to time by the Mashpee Board of Selectmen and the Barnstable Town Manager.

#### IV. Land Management

All Land Management activities will conform to all provisions of this Agreement, the Appendices, and the rules and regulations promulgated pursuant to this Agreement.

- A. The following acts and uses are prohibited on the premises:
1. Drinking alcoholic beverages.
  2. Construction or placing of any new (other than replacement) building, tennis court, landing strip, mobile home, swimming pool, fences, asphalt or concrete pavement other than for permitted parking, sign, billboard or

other advertising display, antenna, utility pole, tower, conduit, line or other temporary or permanent structure or facility on, below, or above the premises, except as required for water supply and treatment process purposes.

3. Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand (except pursuant to any sand removal rights of record at the time of acquisition), rock or other mineral resource or natural deposit.
4. 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.
5. Cutting, removing or otherwise destroying trees, grasses or other vegetation inconsistent with the provisions set forth in the Appendices.
6. Building of fires or campfires of any kind except as permitted pursuant to section C2 of this Agreement or other rules or regulations promulgated hereunder.
7. Any other use of the Premises or activity, which would materially impair significant conservation interests unless necessary for the protection of the conservation interests that, is the subject of this Land Use Management Agreement.
8. Any motorized vehicles except as permitted below.

B) Exceptions to otherwise Prohibited Acts and Uses:

1. Unpaved trail maintenance to preserve the present conditions of the Premises.
2. Erection of signs by the Land Management Committee to educate the public about the conservation values protected and any limitations relating to public access.
3. Use of motorized vehicles and equipment for maintenance or protection as approved by the Land Management Committee, or acquired under previously recorded easements.

C) Allowable uses:

1. All people are welcome to enjoy themselves without charge in these conservation areas of the Town from ½ hour before sunrise until ½ hour after sunset on approved walks.
2. It is the intention to allow low impact camping in a designated area at a future date. A specific camping plan will be created by the Land Management Committee, and approved by the Mashpee Board of Selectmen and the Barnstable Town Manager.
3. Passive recreation and low impact uses are allowed, including, but not limited to activities such as hiking, cross country skiing, horseback riding, picnicking, mountain biking and environmental education programs by

schools and non-profit organizations subject to further regulation by the Land Management Committee.

4. Fishing and hunting will be allowed subject to all applicable State and Mashpee/Barnstable town regulations.
5. All uses as described in the Appendices including, without limitation, raising and harvesting cranberry crops.

V. Parking

- A) A Parking Plan will be developed by the Land Management Committee, with the approval of the Mashpee Board of Selectmen and the Barnstable Town Manager.

VI. Maintenance and Trail Management

- A) As mandated in the Appendices, a Land Management Plan, will be developed within two (2) years from the appointment of the Land Management Committee.
- B) Trail maintenance shall be as described in the Appendices.
- C) Trail Maintenance work can be delegated or subcontracted as recommended by the Land Management Committee and approved by the parties.

VII. Management Costs


- A) A sum of money to be determined by the two (2) towns and managed by the Land Management Committee.
- B) Other sources of funding may be obtained as deemed necessary by the Land Management Committee with the approval of the Barnstable Town Manager and the Mashpee Board of Selectmen.
- C) All land management costs will be divided evenly between the Town of Barnstable and the Town of Mashpee.
- D) The Land Management Committee shall prepare, with the assistance of the Towns' Accountants, an annual statement of income and expenditures which shall be submitted to the Mashpee Board of Selectmen and the Barnstable Town Manager.
- E) The Town of Mashpee will administer all financial functions and pay all bills on a current basis. The Town of Barnstable shall reimburse Mashpee for one half the management costs. Income from sources other than appropriated town funds will be shared equally by the two towns annually.

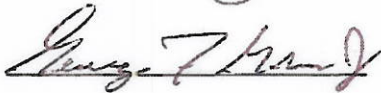


VIII. Signage:

See Appendix "D".

In Witness Whereof, the authorized representatives of the parties have set forth their hands and seals on the dates written below.

  
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\_\_\_\_\_

\_\_\_\_\_

  
Mashpee Board of Selectmen

  
Town Manager, Barnstable

Appendices attached:

Appendix A - Orders of Taking

Appendix B - Commonwealth of Massachusetts Department of Fisheries, Wildlife, and Environmental Law Enforcement – Consensual Order of Taking of Conservation Restriction

Appendix C - Site Description/Maps

Appendix D - Signage