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AGREEMENT OF ADJUSTMENT

Between:-

Inhabitants of the Town of Ipswich, a Massachusetts municipal corporation (hereinafter called the "Town"),

The Trustees of Public Reservations, a Massachusetts corporation, (hereinafter called the "Trustees"),

Florence Crane Belosselsky, and

Cornelius Crane, both of Ipswich, who are parties to a Bill in Equity filed by the Town in the Land Court and there numbered 13190 Miscellaneous.

The Town owns the Lighthouse Lot on Castle Neck in Ipswich conveyed to it by United States of America by deed dated December 27, 1946, and recorded with Essex South District Deeds, Book 3505, Page 63.

Cornelius Crane owns the parcel of land, beach, marsh and flats containing 225 acres more or less, located Southeast of the angle in the County Road leading to the Lighthouse Lot, being the parcel first described in the deed to him from Florence H. Crane, dated February 5, 1945 and recorded with said Deeds, Book 3406, Page 579, said parcel being shown as Lot C on Plan of Land in Ipswich, Mass., by E. W. Pilling, Engineer, dated August 25, 1944, and recorded with said Deeds in Plan Book 74, Plan 60.

By instrument dated February 17, 1949, and recorded with said Deeds, Book 3744, Page 248, Florence H. Crane granted to Cornelius Crane the option to use during his life a parcel of land on Argilla Road and the road to Castle Hill, with power, if such option is exercised, by his last will and testament to grant and devise the continued use and occupancy thereof to his surviving wife who shall be living with him as his wife at the time of his death, and his lawful surviving child or children of his blood, or any one or more of them, as long only as they shall live; and by instrument dated October 4, 1949, and recorded with said Deeds, Book 3744, Page 251, Cornelius Crane exercised his option.

By unrecorded instrument dated February 5, 1945, Florence H. Crane granted to Florence Crane Belosselsky the option to purchase in or within ten years a parcel of land on Castle Hill and Castle Neck, shown as Lots A, B, C and D on Plan of Land in Ipswich, Mass., by William S. Crocker, Civil Engineer, dated January 17, 1951, additions

May 10, 1951, revised February 11, 1952, a copy of which is annexed hereto, together with the appurtenant easements set forth in said option.

Subject to the foregoing, the Trustees, by virtue of deeds duly recorded and by virtue of the will of Florence H. Crane (Essex Probate No. 229,090), assert title to so much of the parcel of upland, marshes, sand dunes and beach designated in said Bill in Equity as "Ipswich Beach" and therein described as extending from Ipswich River on the West and Northwest to Essex River on the Southeast as is not owned by other persons as above set forth and by United States of America; said property having been given and devised by Florence H. Crane to the Trustees to be held as the Richard T. Crane, Jr. Memorial Reservation.

By the above-mentioned Bill in Equity which is entitled "PETITION TO REMOVE CLOUD ON TITLE," the Town asserts title to the greater portion of said land designated as "Ipswich Beach" and therein described as set forth in the preceding paragraph, and in and by said Bill the Town has prayed that the Land Court determine and confirm the Town's title in and to the land therein mentioned.

NOW THEREFORE, in consideration of the foregoing and of the mutual agreements herein contained, the said parties to said Bill in Equity, in order to effect a partial adjustment of their claims to the real estate affected by said Bill in Equity, hereby mutually covenant and agree as follows:-

1. Florence Crane Belosselsky will exercise her said option, and, simultaneously with the execution and delivery of this agreement, the Trustees will convey to her the premises and appurtenant easements covered by said option subject to:- (a) a reservation by the Trustees of the right to use and maintain the surfaced road, the water pipe and the electric line, all of which lead to the premises of the Trustees across the land to be conveyed by them to her and which are believed to be located in and over said Lot A as shown on said plan; (b) a reservation by the Trustees of the right to pass and repass along the beach included in the premises to be so conveyed; and (c) rights, if any, of the County of Essex to an extension to the sea of the 40-foot way lying along the Northwesterly side of Lot A.

2. At the same time Florence Crane Belosselsky will convey to the Town said Lot A to be used by the inhabitants of Ipswich, together with the right to pass and repass over and along the beach included in said

Lot C, subject to the reservations and rights referred to in the foregoing paragraph 1 and subject also to the restrictions to be imposed on said Lot A for the benefit of said Lots B, C and D and to be enforceable by the owner or owners from time to time of all or either of the last-mentioned lots, that for the period of 500 years said Lot A shall not be used for commercial purposes, except only that in the event the Trustees shall terminate this Agreement by notice given to the Town under the power herein reserved, or if it becomes impossible for the Trustees to continue to make payments to the Town as hereinafter provided in sub-paragraph (e) of paragraph 8 because of the development that the Trustees have no legal right to make such payments or for any other reason, the Town may thereafter use such portion of said Lot A as it desires for a parking space or for bathhouses which may be rented to the general public.

3. At the same time Florence Crane Belosselsky will convey to the Trustees said Lots B and D to be held as a part of said The Richard T. Crane, Jr. Memorial Reservation.

4. It is agreed that for the period of 500 years the following parcels of land shall not be used for commercial purposes, to wit:

(a) the said parcel belonging to Cornelius Crane, which is shown as Lot C on the above-mentioned plan by E. W. Pilling, Engineer;

(b) Lots B and D shown on the above-mentioned plan by William S. Crocker, Civil Engineer, which are to be conveyed to the Trustees by Florence Crane Belosselsky; and

(c) Lot C shown on the last-mentioned plan, which is to be conveyed by the Trustees to Florence Crane Belosselsky and retained by her;

and Cornelius Crane, Florence Crane Belosselsky and the Trustees hereby agree to execute and deliver and to accept such agreements and deeds as may be necessary in order to impose the restrictions aforesaid which shall be enforceable by the owner or owners from time to time of all or either of the lots above mentioned and of Lot A on the Crocker plan, which latter lot is to be conveyed to the Town, provided, however, that such restrictions shall not be construed to prohibit the use of said Lots D and B by the Trustees for its corporate purposes including reasonable charges for services rendered by the Trustees to the public.

5. At the same time, by deed duly authorized and executed, the Town will release to Florence Crane Belosselsky all its right, title and interest in and to said Lot C and appurtenant easements subject to the right to pass and repass along the beach included in said lot, which

right is to be granted to the Town as above set forth, and to such public rights as may exist in said beach under the Colonial Ordinance of 1641-47, and subject to the restrictions to be imposed thereon as above agreed upon.

6. At the same time, by deed duly authorized and executed, the Town will release to Cornelius Crane all its rights, title and interest in and to said lot of land, beach, marsh and flats containing 225 acres more or less, which was conveyed to him by Florence H. Crane, as above set forth, subject only to the restrictions to be imposed thereon as above agreed upon.

7. At the same time, by deed duly authorized and executed, the Town will release to Cornelius Crane such an interest in the premises affected by the option granted to him by Florence H. Crane and recorded in Book 3744, Page 248 as above set forth as will, so far as the claims of the Town are concerned, give full force and effect to the interest and estate therein which was granted to said Cornelius Crane by said option.

8. By the acceptance of the deed from Florence H. Crane, dated February 5, 1945, and recorded with said Deeds, Book 3406, Page 581, and by the acceptance of the devise in the said will of Florence H. Crane which was expressed to be for the uses and purposes and with the same powers, privileges and duties as set forth in said deed, the Trustees agreed that the premises so acquired should be available to the general public subject to such reasonable regulations as the Trustees might from time to time enact and impose and that a preference should be given to the residents of the Town of Ipswich in connection with the use of the beach and parking area, and accordingly, the Trustees, acting herein pursuant to the powers and duties imposed upon it as aforesaid hereby agrees with the Town as follows:

(a) The Town and its inhabitants shall have, with the Trustees and its invitees and licensees, except as provided in paragraph 4 of this Agreement, the joint use at all times for bathing purposes and for all other normal, lawful and non-commercial purposes for public enjoyment, of the beach on Ipswich Bay, extending from Ipswich River on the West and Northwest to Essex River on the Southeast, and of the beach extending Southerly along said Essex River and Westerly along Castle Neck River to the Easterly bound of the said property of Cornelius Crane which is shown on the Pilling plan as Lot C (the said beaches collectively being hereinafter referred to as "the beach"). The beach shall be managed by the Trustees in accordance with the Rules and Regulations hereto annexed.

(b) The Rules and Regulations hereto annexed are hereby referred to and shall become applicable to the beach as soon as this Agreement becomes effective, and no other Rules and Regula-

tions affecting the use of the beach by the Town and its inhabitants shall be established by the Trustees unless first approved by the Board of Selectmen.

(c) So long as the Town shall be the owner of the Lighthouse Lot and of Lot A, and subject to the same restrictions as are to be imposed on said Lot A by the deed thereof to it from Florence Crane Belosselsky, the Town and its inhabitants shall have the right to use Lot E shown on said plan as extending from the Lighthouse Lot to high water mark in conjunction with its use of the adjoining land above high water mark which is included in Lot A, and in conjunction with its use of the Lighthouse Lot, subject however to rights of way thereover, if any, belonging to United States of America.

(d) At all times, in the parking space adjacent to the beach, now maintained by the Trustees, there shall be reserved an area in which cars identified, in the manner hereinafter provided for, as being owned by inhabitants of Ipswich may be parked without charge therefor. The location of the area so reserved, which shall be of such a size as to accommodate two hundred cars, shall be as agreed upon by the Trustees and the Board of Selectmen.

(e) Subject to the limitations hereinafter expressed, on the first day of the month of May next occurring after this Agreement becomes effective, and on May first in each year for four years thereafter, the Trustees will pay to the Town ten percentum (10%), and thereafter, on May first of each year, seven and one-half percentum (7½%), of the gross income, as determined by the Treasurer of the Trustees and the Board of Selectmen, received in the preceding calendar year from the following sources on, adjacent to or connected with the beach: the leasing of umbrellas or other beach equipment; the parking space; the store; and the bathhouses.

9. The rights and easements to be enjoyed by the Town under the provisions of paragraph 8 above, as well as the obligation of the Trustees to make payments to the Town as set forth in sub-paragraph (e) of said paragraph 8, shall cease and determine at the expiration of one year from the date of the delivery of a written notice given to terminate this Agreement under the power hereinafter reserved to the Town and to the Trustees.

10. It is the intention of the Trustees and of the Town that the proceeds of payments to be made to the Town under the provisions of said sub-paragraph (e) shall be applied primarily to the rebuilding and maintenance of Argilla Road extending from Ipswich to Castle Neck, but the Trustees agree and declare that it is not intended hereby to impose a trust or condition upon the disposition of the payments to be made to the Town of Ipswich.

11. Except as to any titles to land or to rights in land which have vested or have been finally determined by conveyances by and between the parties to this Agreement pursuant to the provisions thereof, this Agreement may be terminated by either the Town or by the Trustees by written notice delivered to the other, such termination to be effective at the expiration of one year from the date of delivery of such written notice by either of said parties to the other, and until

so terminated neither of the parties named in the caption to this Agreement will ask for further consideration of or a hearing under the said Bill in Equity or bring any court action either at law or in equity designed to secure determination of the rights of said parties or any of them to those portions of the premises described in said Bill, the title to which has not been vested and finally determined by conveyances as aforesaid, it being understood and agreed that laches shall not be imputed to any party hereto because of failure to prosecute or to bring action as herein agreed upon and that no rights by adverse possession or prescription shall be acquired by any party by reason of such postponement of determination of rights.

12. This Agreement is in the interest of avoiding, if possible, lengthy litigation and the agreements herein contained on behalf of either the Town or of the Trustees shall in no wise be construed as admissions affecting or altering the titles or interests of the parties to said Bill in Equity in and to the premises therein described except as the same may have become vested by reason of conveyances executed and delivered pursuant to the provisions hereof.

Further it is agreed by and between all the parties to this Agreement that so long as it shall remain in force, the title and rights of the parties hereto, and of all other parties, if any, claiming by, through or under Richard T. Crane, Jr. and Florence H. Crane, in and to the beach, shall be as in this Agreement defined and agreed upon, and, except as titles to or rights in land have become vested as aforesaid, nothing in this Agreement contained shall be construed as an admission that the claims of any party in and to the beach are superior to the claims of any other party.




13. An executed copy of this Agreement shall be filed in the Land Court in said Case No. 13190 Miscellaneous.

14. The expression "inhabitants of Ipswich" as herein employed in order to designate a class of persons entitled to certain benefits or privileges shall be construed as including all persons residing within the territorial limits of the Town and also taxpayers and their immediate families provided however that the parking space provided for in sub-paragraph (d) of paragraph 8 above shall be available without charge only to cars which have been identified as being owned by inhabitants of Ipswich by the Board of Selectmen or their nominee and by the issuance of permits therefor.

15. So far as the context of this Agreement and applicable law permits, all agreements herein contained shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties hereto, and shall run as benefit and burden with all the land herein described or affected hereby.

I, Serge Belosselsky, a party to said Bill in Equity, hereby consent to the foregoing Agreement and agree to join in any conveyances to be made by my wife, said Florence Crane Belosselsky, pursuant to the terms thereof.

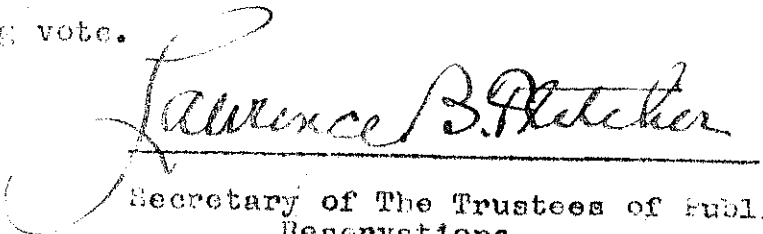
WITNESS the execution of five identical originals hereof, under seal, this *twenty-seventh* day of *February*, 1952.

Florence Crane Belosselsky  INHABITANTS OF THE TOWN OF IPSWICH
Serge Belosselsky  By *Joseph R. Coupal, Jr.*
Town Manager
Cornelius Crane  THE TRUSTEES OF PUBLIC RESERVATIONS
By *Robert Walcott, President*

I, Laurence B. Fletcher, Secretary of The Trustees of Public Reservations, a Massachusetts corporation, hereby certify that at a meeting of the Standing Committee of said corporation duly called and held at Boston, Massachusetts on March 13, 1952, at which meeting a quorum was present and acting, it was unanimously

VOTED: That Robert Walcott and William Roger Greeley, respectively the President and Vice President of this corporation, or either of them acting alone, be and hereby are authorized and directed in the name and behalf of this corporation to sign, seal with the corporate seal, acknowledge and deliver the Agreement of Adjustment between Inhabitants of the Town of Ipswich, said The Trustees of Public Reservations, Florence Crane Belosselsky and Cornelius Crane, all parties to a Bill in Equity filed by said Inhabitants in the Land Court and there numbered 13190 Miscellaneous, which Agreement is dated February 27, 1952 and partially adjusts the claims of the said parties to the real estate in the Town of Ipswich known as Castle Hill and Castle Neck, and which has been submitted to and considered by this meeting.

I further certify that the Agreement of Adjustment to which this certification is annexed is the Agreement of Adjustment which was submitted to and considered by the meeting referred to in the preamble to the foregoing vote.


Secretary of The Trustees of Public Reservations