

**PUNKATASSET RESTRICTION  
ESTABROOK CONSERVATION RESTRICTION**

**FROM  
THE TOWN OF CONCORD**

**TO  
THE TRUSTEES OF RESERVATIONS**

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The TOWN OF CONCORD, a municipal corporation in Middlesex County, Commonwealth of Massachusetts, acting by and through its Natural Resources Commission, as its Conservation Commission, having a mailing address at 141 Keyes Road, Concord, Massachusetts 01742 (hereinafter, together with successors in title to any or all of the Premises, called the "Grantor"), acting pursuant to Sections 31, 32 and 33 of Chapter 184 of the General Laws of Massachusetts, a vote of the 1995 Town Meeting on Article 43 of the Town Meeting Warrant, and the special authorization of Acts of 1995, c. 234, grants to The Trustees of Reservations, a Massachusetts charitable corporation established under Chapter 352 of the Acts of 1891, with an address at 572 Essex Street, Beverly, Massachusetts 01915 (hereinafter, with its successors and permitted assigns, called the "Grantee"), in perpetuity and exclusively for conservation purposes, the following described Conservation Restriction on four certain parcels of land located in the Town of Concord; namely, Parcel A, Parcel B, Parcel C and Parcel D as more fully described in Exhibit A hereto attached and make a part of hereof (herein called the "Premises").

Purpose. The purpose of this Conservation Restriction is to assure that the Premises will be retained, in perpetuity, predominantly in their natural, scenic, open and wooded condition to prevent any use of the Premises that will significantly impair or interfere with the conservation values of the Premises. The conservation of the Premises will yield a significant public benefit for the following reasons:

The Premises consist of approximately 116 acres in the Town of Concord on and off Monument Street in Concord. Parcel A and Parcel B are contiguous and Parcel A and Parcel C abut land owned by The President and Fellows of Harvard College (hereinafter called "Harvard"). Said land of Harvard consists of approximately 605 acres in the Town of Concord and 69 acres in the Town of Carlisle (hereinafter called the "Harvard Land").

The Premises, the Harvard Land, abutting undeveloped land of Middlesex School and others, known since the days of Henry David Thoreau as the Estabrook Woods, constitute one of the largest isolated and undeveloped tracts of woodland in the immediate environs of the Boston metropolitan area (hereinafter called the "Estabrook Woods").

Because of the unique character of the Estabrook Woods funds were raised by public subscription and foundation grants to enable Harvard to purchase the Harvard Land in 1966 and 1967 from the Buttrick family and Gordon Hutchins of Concord, both directly and through The Nature Conservancy of Massachusetts, Inc.

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Since 1967 Harvard, through the Concord Field Station of the Museum of Comparative Zoology, has used the Harvard Land and other parts of the Estabrook Woods to conduct research in various scientific disciplines and to provide research and educational experience for Harvard graduate and undergraduate students. Also, research and educational programs have been conducted for students of public and private schools.

The size, form and ecological diversity of the Estabrook Woods and its environs have been recognized as an important and critical area to preserve as undeveloped open space by the Massachusetts Division of Fish and Wildlife, the Massachusetts Natural Heritage Program, the 1987 Long Range Plan and 1992 Open Space Plan of the Town of Concord and the 1994 Open Space and Recreation Report of the Town of Carlisle.

Recent incursions by landscape alterations and subdivisions into the Estabrook Woods and increasing development around the Harvard Land have raised grave concerns about the preservation of the Estabrook Woods.

This Conservation Restriction is being granted by the Grantor and accepted by the Grantee to assist in creating some 400 acres of buffer land for the Harvard Land and in reliance upon Harvard's assurance that upon such buffer being obtained the Harvard Land will have the protection necessary to preserve the use of the Harvard Land as contemplated by the bargain sales and gifts which enabled it to be acquired. Such assurances are contained in the following documents received from Harvard:

1. Letter dated June 2, 1994 from the President of Harvard and the director of Harvard's Museum of Comparative Zoology to the Concord Land Conservation Trust and Carlisle Conservation Foundation.
2. Museum of Comparative Zoology, Harvard University, Terms of Gifts for Concord Field Station (June 1966).
3. The Concord Field Station, An Ecological Outdoor Laboratory Within 20 miles of Cambridge at Concord, Massachusetts (Memorandum Rev. Nov. 1966)
4. Overseers Committee, Ecological Study Area for The Biological Community of Harvard University (undated brochure c. 1966-1967).

The Town of Concord has a long standing commitment to the preservation and stewardship of the Estabrook Woods, noted for its historic, environmental, cultural and recreational significance to the inhabitants of Concord and the region. Therefore, when the Estate of Gordon Hutchins proposed to dispose of Parcel A, the 92.10 acre parcel, described in Exhibit A, the 1971 Concord Annual Town Meeting authorized the acquisition of the parcel for \$268,000.

Parcel A, known as the Punkatasset Conservation Land, is a 92.10 acre parcel of land well known for its diverse landscape features including open fields, hill top, woodlands, pond, brook and other elements. It remains an extremely popular site for Concordians and other residents of the Greater Boston area as a place for nature study, walking, quiet contemplation, skiing, horse back riding, and other passive recreational uses. As a major

entrance into the Estabrook Woods, the Town of Concord has managed the land to accommodate various recreational activities without compromising its natural resource values. In this spirit the trails have been maintained, fields mowed, bridge replaced, field used for agriculture, woodlands managed, signs erected and other management/maintenance efforts implemented.

Parcel B, known as Saw Mill Brook Conservation Land, is a 7.9892 acre parcel which consists of open field and wooded low land along Saw Mill Brook, a brook which flows from the Punkatasset Conservation Land into the Concord River. Parcel B is bounded easterly by Monument Street, northerly by land subject to a permanent Conservation Restriction, westerly by Parcel A, the Punkatasset Conservation Land, and on the south partly by another Conservation Restriction. It is therefore an integral part of a large conservation area extending to the Estabrook Woods.

Parcel C, known as the Monument Farm Conservation Land, is a 14.5570 acre parcel which consists of open field and wooded low land. It has limited frontage on the westerly side of Monument Street and a narrow strip extends to and borders on the Harvard Land.

Parcel D, known as the Brewster Ridge Conservation Land, is a 1.3866 acre parcel which is wooded land on the westerly side of Monument Street. While now separated from the rest of the Estabrook Woods by several houses in a new residential compound, it still provides an important part of a wildlife corridor between the Estabrook Woods and wooded land easterly of Monument Street extending to the Concord River.

It is the intent of the Town of Concord Natural Resources Commission that the Premises continue to be managed in such a manner without administrative burdens in keeping with Massachusetts General Laws Chapter 40, Section 8C, the Town Meeting votes relating to the acquisition of such parcels and the Massachusetts Environmental Policy Act.

The Natural Resources Commission pursued a major effort in the 1970's to further pursue the preservation of the Estabrook Woods with the consummation of ten conservation restrictions on approximately 305 acres. This effort has been diligently pursued by its Conservation Restriction Advisory Committee. Need to continue the effort to preserve this area was reaffirmed in the 1987 Long Range Town Plan and the 1992 Open Space Plan of the Town of Concord.

The terms of this Conservation Restriction are as follows:

A. Prohibited Acts and Uses. Subject to the exceptions set forth in paragraph B below, the following acts and uses are expressly prohibited on the Premises:

1. Constructing, placing or allowing to remain any building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, sign, billboard or other advertising display, antenna, satellite dish, utility pole, tower, conduit line, or other temporary or permanent structure on, above, or under, the Premises;

2. Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit;
3. 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;
4. Cutting, removing or otherwise destroying trees, grasses or other vegetation;
5. Conveyance of a part or portion of Parcel A, Parcel B, Parcel C, or Parcel D, or division or subdivision of any of such Parcels A, B, C or D (as compared to conveyance of any such Parcel in its entirety which shall be permitted);
6. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control or soil conservation;
7. Using motorcycles, motorized trail bikes, snowmobiles and all other motor vehicles; and
8. Any other use of the Premises or activity thereon which is inconsistent with the purpose of this Conservation Restriction or which would materially impair other significant conservation interests unless necessary for the protection of the conservation interests that are the subject of this Restriction.

**B. Reserved Rights and Exceptions to Otherwise Prohibited Acts and Uses.** All acts and uses not prohibited in paragraph A are permissible. The following acts and uses otherwise prohibited in paragraph A are permitted but only if such acts and uses do not materially impair the purpose of this Conservation Restriction or other significant conservation interests:

1. The construction and maintenance of unpaved paths and trails incidental to outdoor recreational activities such as walking, skiing and horseback riding; however, any construction of such paths or trails which provides a new entrance to the Harvard Land shall not be constructed without the prior approval of Harvard acting by and through the Director of the Concord Field Station of the Museum of Comparative Zoology or comparable official in any successor organizational unit of Harvard (hereinafter called the "Director of the Harvard Woods").
2. The erection, maintenance and replacement of signs to identify the interest of the Grantor in the Premises, regulatory signs, education and interpretive signs, such signs to be such as Grantor may deem necessary or desirable.
3. The use of motor vehicles as required by police, firemen or other government agents in carrying out their lawful duties and the use of motor vehicles in connection with other activities permitted under this paragraph B.

4. Any use of the Premises deemed by the Natural Resources Commission of the Grantor as being consistent with management practices used generally on other properties of such Commission and which are consistent with the conservation interests and purposes that are the subject of this Conservation Restriction, including, without limitation, the construction and maintenance of paths and trails (subject to Paragraph B. 1 above); the construction and maintenance of fences; agricultural use (other than the construction of buildings) which does not exceed in land area the agricultural use as of the date hereof; in accordance with generally accepted forest management practices, selective pruning and cutting to prevent or control hazards, disease, insect damage or fire; and activities designed to promote wildlife habitat or to preserve or create views and vistas.

5. In connection with Parcel A, (1) the maintenance of the presently existing ski slope; (2) the maintenance of the existing dam and bridges; (3) the maintenance of ponds, streams and drainage ditches, including without limitation, water quality for wildlife purposes; (4) the construction of a parking area, provided that Grantor has determined that such is needed for public safety purposes and will not greatly increase the number of people using Parcel A, Parcel B and the Harvard Land;

6. The exploration, development and operation of a municipal well as approved by the Conservation Commission of the Town of Concord and authorized by the Town of Concord Town Meeting in a manner that will minimize the environmental impacts of the well. Prior to any exploration of any such site, the Grantee shall be informed of the intent and provided a detailed description of any such proposed activity on the property. Said activity shall also be subject to prior approval by the General Court under Article 97 of the Constitution of the Commonwealth of Massachusetts.

7. The use of any parcel which is part of the Premises which is permitted or required by the terms of the deed granting such parcel to the Grantor.

8. Such use of the Premises for field studies and research conducted, sponsored or approved by the Concord Field Station of the Museum of Comparative Zoology of Harvard or other persons which has received the prior approval of the aforesaid Conservation Commission of the Town of Concord.

9. Archaeological investigation and the conduct of archaeological activities including, without limitation, survey excavations and artifact retrieval, following submission of an archaeological investigation plan and its approval by the Grantee and the State Archeologist of the Massachusetts Historical Commission or appropriate successor.

The exercise of any right reserved or permitted by the Grantor under this paragraph B shall be in compliance with all other applicable federal, state and local law. The inclusion of any reserved or permitted right in this paragraph B requiring a permit or approval from a public agency does not imply that the Grantee takes any position on whether such permit or approval should be issued.

**C. Legal Remedies of the Grantee.** The rights hereby granted shall include the right to enforce this Conservation 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 prior to such violation complained of (it being agreed that Grantee may have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies to available Grantee. However, no such proceedings shall be commenced without at least sixty (60) days prior written notice to Grantor.

Grantor covenants and agrees to reimburse Grantee all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy or abate any violation thereof, provided that a court of competent jurisdiction determines that there has been a violation of this Conservation Restriction.

By its acceptance of this Conservation Restriction, Grantee does not undertake any liability or obligation relating to the condition of the Premises.

Any forbearance or election by Grantee as to the manner and timing of its right to enforce this Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

**D. Acts Beyond Grantor's Control.** Nothing contained in this Conservation Restriction shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Premises resulting from causes beyond Grantor's control, including, but not limited to, fire, flood, storm and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises from such causes.

**E. Access.** The Grantor hereby grants to Grantee and its representatives the right to enter the Premises (a) at reasonable times, and in a reasonable manner for the purpose of inspecting the same to determine compliance herewith and (b) after sixty (60) days prior written notice, to take any and all actions with respect to the Premises as may be necessary or appropriate, with or without order of court, to remedy, abate or otherwise enforce any violation hereof.

The public shall continue to have access to the Premises on the same basis as it did before the grant of this Conservation Restriction; however, such use shall be subject to the provisions of paragraphs A and B above and such further restrictions, rules and regulations as Grantor may lawfully impose.

**F. Proceeds from Taking by Eminent Domain.** If all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then Grantor and Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by Grantor and Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed to Grantor and placed by Grantor in an appropriate land fund and used by Grantor to acquire land for conservation use, as provided by Chapter 44, Section 63 of the General Laws of Massachusetts.

G. Assignability. The burdens of this Conservation Restriction shall run with the Premises and shall be enforceable against Grantor in perpetuity. Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction.

The benefits of this Restriction shall be in gross and shall not be assignable by Grantee, except in the following instances from time to time: (i) as a condition of any assignment, Grantee requires that the purpose of this Conservation Restriction continue to be carried out, and (ii) the assignee, at the time of assignment, qualifies under Section 170 (h) of the Internal Revenue Code 1986, as amended, and applicable regulations thereunder, and under Section 32 of Chapter 184 of the General Laws as an eligible donee to receive this Restriction directly.

H. Subsequent Transfers. Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which Grantor conveys any interest in the Premises, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. Failure of Grantor to do so shall not impair validity of this Conservation Restriction or limit its enforceability in any way. Grantor must also comply with the provisions of Article 97 of the Constitution of the Commonwealth of Massachusetts.

I. Termination of Rights and Obligations. Notwithstanding anything to the contrary contained herein, the rights and obligations under this Conservation Restriction of any party holding any interest in the Premises shall terminate upon transfer of that party's interest, except that liability for acts of omissions occurring prior to transfer, and liability for the transfer itself, if the transfer is in violation of this Conservation Restriction, shall survive the transfer.

J. Estoppel Certificates. Upon request by Grantor, Grantee shall within forty-five (45) days execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Conservation Restriction, and which otherwise evidences the status of this Restriction as may be requested by Grantor.

K. Notice and Approval. Whenever notice to or approval by the Grantee or Harvard is required under the provisions of paragraphs A or B, Grantor shall notify Grantee and/or Harvard in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit Grantee and/or Harvard to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where Grantee's and/or Harvard's approval is required, Grantee and/or Harvard shall grant or deny its approval in writing, within sixty (60) days of receipt of Grantor's written request therefore. Failure of Grantee and/or Harvard to respond in writing within such sixty (60) days shall be deemed to constitute approval by Grantee and/or Harvard of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after the passage of time.

Any notice to Harvard shall be given to the Director of the Harvard Woods.

L. Effective Date. This Conservation Restriction shall be effective when it has been approved by the Selectmen of the Town of Concord, accepted by the Grantee, approved by the Secretary of Environmental Affairs of the Commonwealth of Massachusetts, and recorded in the Middlesex South District Registry of Deeds. Such recording shall be effective only if accompanied by a certificate evidencing a finding by the Selectmen that the requirements of the Town Meeting vote referenced in the first paragraph hereof and Chapter 234 of the Acts of 1995 have been fulfilled.

M. Limitation on Amendment. If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, subject to the requirements of Article 97 of the Constitution of the Commonwealth of Massachusetts, Grantor and Grantee may, by mutual written agreement, jointly amend this Conservation Restriction; provided that no amendment shall be made that will adversely effect the qualification of the Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code and Sections 31-33 of Chapter 184 of the General Laws of Massachusetts. Any such amendments shall be consistent with the purposes of this Conservation Restriction, shall not affect its perpetual duration, shall not permit residential or commercial development of the Premises, and shall not permit any impairment of the significant conservation values of the Premises. Any such amendment shall be recorded in the Middlesex South District Registry of Deeds, after all approvals required by law have been obtained. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

N. Termination. Notwithstanding anything herein to contrary, this Restriction may, at the sole option of the Grantor, be terminated by the Grantor if Harvard shall make any material use of the Harvard Land which is inconsistent with the purpose of this Conservation Restriction to keep the Premises and the Harvard Land in their natural, scenic and wooded condition and to prevent any use which will significantly impair or interfere with their conservation values.

Upon any such termination by Grantor, Grantee agrees to promptly execute and deliver to Grantor any such instruments to evidence such termination as Grantor may reasonably request.

**G. Miscellaneous**

a. Controlling Law. The interpretation and performance of this Conservation Restriction shall be governed by the law of the Commonwealth of Massachusetts.

b. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Restriction and the policy and purpose of Mass. Gen. Laws Chapter 184, Sections 31-33. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this



Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

c. Severability. If any provision of this Conservation Restriction shall to any extent be held invalid, the remainder shall not be affected.

d. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Restriction and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Restriction, all of which are merged herein.

e. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not part of this instrument and shall have no effect upon construction or interpretation.

No documentary stamps are required as this Conservation Restriction is a gift.

Executed under seal this 10 day of July, 1996.

TOWN OF CONCORD  
NATURAL RESOURCES COMMISSION  
Acting as its Conservation Commission

Richard H. Johnson

[Signature]

[Signature]

[Signature]

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

July 10, 1996

Then personally appeared the above-named Richard H. Johnson

and acknowledged the foregoing instrument to be his or her free act and deed, before me.

[Signature]  
Notary Public

My commission expires: May 31, 2002



**APPROVAL OF SELECTMEN**

We, the undersigned, being a majority of the Selectmen of the Town of Concord, Massachusetts, hereby certify that at a meeting duly held on July 22, 1996, 1996, the Selectmen voted to approve the foregoing Conservation Restriction to The Trustees of Reservations pursuant to M.G.L. Chapter 184, Section 32 and Chapter 234 of the Acts of 1995 and a vote of the 1995 Town Meeting on Article 43 of the Town Meeting Warrant.

**BOARD OF SELECTMEN**

Arthur S. Fulman

Leland G. Wood

Sara S. Schnitzer

James B. Terry, Jr.

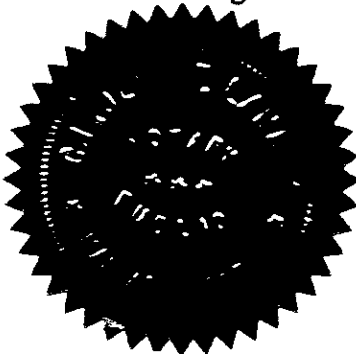
Carolyn H. Flood

**COMMONWEALTH OF MASSACHUSETTS**

Middlesex, ss.

July 22, 1996

Then personally appeared the above-named Arthur S. Fulman; Leland G. Wood; Sara S. Schnitzer; James B. Terry, Jr.; Carolyn H. Flood and acknowledged the foregoing instrument to be his or her free act and deed, before me.



Carolyn H. Flood  
Notary Public

My commission expires: January 11, 2002

ACCEPTANCE OF GRANT

The above Conservation Restriction is accepted this 30 day of July

1996.

THE TRUSTEES OF RESERVATIONS

By Frederic Winthrop, Jr  
Its DIRECTOR

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

July 30, 1996

Then personally appeared the above-named FREDERIC WINTHROP, JR  
and acknowledged the foregoing instrument to be the free act and deed of The Trustees of  
Reservations, before me.


Virginia C. Slack  
Notary Public VIRGINIA C. SLACK

My commission expires: JUNE 28, 2002

APPROVAL BY SECRETARY OF ENVIRONMENTAL AFFAIRS  
COMMONWEALTH OF MASSACHUSETTS

The undersigned, Secretary of Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction to The Trustees of Reservations has been approved in the public interest pursuant to M.G.L. Chapter 184, Section 32.

Date: 8/15/96, 1996.

  
Secretary of Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss. August 15, 1996

Then personally appeared the above-named George Crmbie and acknowledged the foregoing instrument to be his or her free act and deed, before me.

  
Notary Public

My commission expires: \_\_\_\_\_

Exhibit A  
to  
Conservation Restriction  
from  
The Town of Concord  
to The Trustees of Reservations

Dated *July 10,* 1996

The Premises, as defined in and subject to, the aforesaid Conservation Restriction are four certain parcels of land in Concord, Middlesex County, Commonwealth of Massachusetts, described as follows:

Parcel A.

A certain parcel of land known as Punkatasset Conservation Land shown as Lot B on plan entitled "Plan of Land in Concord, Mass. Belonging to the Estate of Gordon Hutchins", dated April 23, 1971 Scale 1 inch = 100 feet, Lawrence A. Murray, Engineer, Concord, Mass., recorded with Middlesex South District Registry of Deeds in Book 11997, Page at the end.

Said parcel contains 92.10 acres more or less according to said plan.

Parcel B.

A certain parcel known as Saw Mill Brook Conservation Land shown as Lot C-2 on a plan entitled "Plan of Land in Concord, Mass. Owner: Lexington Savings Bank", dated April 18, 1990 by Acton Survey and Engineering, Inc., recorded with Middlesex South Registry of Deeds as Plan No. 384 of 1990 Book 20544, Page 4.

Said parcel contains 7.9892 acres more or less according to said plan.

Parcel C.

A certain parcel known as Monument Farm Conservation Land shown as Parcel "A" on a plan entitled "Monument Farm" Concord, MA, dated Jan. 6, 1992, by Stamski and McNary, Inc., as amended, recorded with Middlesex South District Registry of Deeds as Plan No. 972 of 1993, Book 23965, Page 499.

Said parcel contains 14.5570 acres more or less according to said plan.

Parcel D.

A certain parcel known as Brewster's Ridge Conservation Land shown as Parcel "A" on a plan entitled "Brewster Ridge Residential Compound, Concord, Mass.", dated May 15, 1990 (rev. 7/17/90 and 8/16/90) by Stamski and McNary, Inc., recorded with Middlesex South District Registry of Deeds as Plan No. 477 of 1991, at Book 13318, Page 424.

Said parcel contains 1.3866 acres more or less according to said plan.