



Enhanced Path and Trail Accessibility at The Mount
Application

To
The Town of Lenox,
Community Preservation Committee
October 23, 2023

THE MOUNT

EDITH WHARTON'S HOME

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Susan Wissler,
Executive Director

2 Plunkett Street
PO Box 974
Lenox, MA 01240
EdithWharton.org
413-551-5100

October 23, 2023

Gwen Miller, Town Planner
Lenox Town Hall
6 Walker Street
Lenox, MA 01240

Dear Gwen,

I have enclosed two printed copies of The Mount's application (with supplemental materials) for the Community Preservation Committee funding from the Town of Lenox. A PDF version of the application has also been mailed to you. We are requesting \$100,000 to increase accessibility to The Mount's outdoor recreation spaces, including the gardens and trails.

Thank you for the opportunity to submit this application. We are grateful for the past support of the Community Preservation Committee and the Town of Lenox for restoration projects at The Mount. If you have any questions or require further information, please feel free to contact me.

With gratitude and best wishes,



Susan Wissler
Executive Director
413-551-5103
swissler@edithwharton.org



The Town of Lenox, Community Preservation Committee

October 23, 2023

Table of Contents

Application for CPA funding	Tab 1
<ul style="list-style-type: none">- CPC Application Form/Narrative- Landowner Letter- Project Budget	
Greenagers Invoices/Estimates/Photos	Tab 2
<ul style="list-style-type: none">- 2020 agreement- 2021 invoices- 2022 agreement<ul style="list-style-type: none">o For work done in 2022 and 2023- 2024 Italian garden wheelchair path proposal- Photos of Greenagers at work, 2021	
Allegrone Estimate	Tab 3
<ul style="list-style-type: none">- Masonry to create accessible entrance for Italian garden	
Berkshire Property Managers Estimates	Tab 4
<ul style="list-style-type: none">- Golfcart accessible Woodland Walk path- Woodchip estimate for 2024	
Lost Mountain Woodcraft Estimate	Tab 5
<ul style="list-style-type: none">- Golfcart accessible Beaver Pond Loop bridge	
The Mount's trails purchases	Tab 6
<ul style="list-style-type: none">- Electric golf cart- Backhoe	

Table of Contents (continued)

Deeds, Easements, and Conservation Restrictions	Tab 7
<ul style="list-style-type: none">- Deed from the National Trust for Historic Preservation (NTHP) to Edith Wharton Restoration, Inc. (EWR), dated July 1, 1980- Preservation Restriction from EWR, as Grantor, to the Massachusetts Historical Commission, as Grantee, dated September 26, 1985- Amended and Restated Deed of Easement from David G. Carver, Trustee of the Scarafoni Associates Nominee Trust, as Grantor, to NTHP, as Grantee, dated October 17, 2011- Conservation Restriction from David Carver, Trustee of Scarafoni Associates Nominee Trust, as Declarant of the Meadow Wood Condominium, and as Trustee of the Meadow Wood Condominium Trust, as Grantor, to Massachusetts Audubon Society, Inc., dated August 19, 2019	
Letters of Support	Tab 8
<ul style="list-style-type: none">- Mass Cultural Council- Church on the Hill- Lenox Community Center	
Recent Press	Tab 9
<ul style="list-style-type: none">- Berkshire Eagle – Letter to the editor praising The Mount’s trails- BostonGlobe.com – Lenox in the Fall- Architectural Digest – 18 of America’s best historic homes to Visit- House & Garden UK – Famous writers’ houses in UK and beyond- BostonMagazine.com – Wedding celebration at Lenox estate	
Trail Maps from Landscape Master Plan	Tab 10
<ul style="list-style-type: none">- Trail Maps and Photos of Trails	
Photos of The Mount grounds open signage	Tab 11
<ul style="list-style-type: none">- Admission booth- Kiosk – verbiage to be added	

Tab 1

Application for CPA funding



TOWN OF LENOX
COMMUNITY PRESERVATION COMMITTEE
APPLICATION FOR CPA FUNDING
TOWN OF LENOX
COMMUNITY PRESERVATION COMMITTEE
APPLICATION FOR CPA FUNDING

Date Received (office use only) _____

Applicant Name: Edith Wharton Restoration/The Mount

Project Name: Enhanced path and trail accessibility at The Mount

Project Address: 2 Plunkett St, Lenox, MA/ Foxhollow Drive, Lenox, MA

Contact Person: Susan Wissler Title: Executive Director

Phone No.: 413-551-5103 **E-Mail:** swissler@edithwharton.org

Brief Project Description (Attach up to 1 additional page if necessary)

The Mount seeks funding to enhance accessibility to its outdoor recreation spaces, including the historic gardens designed by Edith Wharton and walking trails across 170 acres of woodlands, wetlands, meadow, and marshlands that are under conservation restriction. The Mount's property has been open as a public park since 2020, enabling citizens of Lenox to enjoy these spaces year-round for free. In the same year, we began our partnership with Greenagers, a local nonprofit dedicated to engaging teens and young adults in environmental conservation, to create an extensive public trail network. Funding from the Town of Lenox would support improvements to the Italian walled

garden path, the Beaver Pond Loop path, and the Woodland Walk path that would render them wheelchair and golf cart accessible. Each of these projects is designed to ensure that people of all abilities can take full advantage of The Mount's grounds, gardens, and abutting trails. **(additional page attached)**

Amount of CPA funding to be requested: \$77,000

The property is current with all payments to the town (taxes, water/sewer bills, etc.):
Yes

Property Owner (if different from applicant)

Owner's Name: Scarafoni Associates Nominee Trust (owner of abutting 120 acres)

Owner's Address: 37 Main Street, North Adams, MA 01247

Phone No.: 413-664-4539

E-Mail: dcarver@scarafoniassociates.com

If the Owner is different from the applicant, you must include a letter signed by the Owner giving permission to apply for funds for the specified project on the Owner's property. **(SEE TAB 1)**

In the following chart, mark the box(es) which best describe your project.

Boxes indicating "NO" are not CPA eligible activities.

Brief Project Description (continued)

Scope of Work; Project Timeline

This ongoing project consists of the following components:

- **Creation of the trail system:** In 2020, The Mount and Greenagers began to rehabilitate the old carriage roads running between The Mount and the Foxhollow Condominiums (originally the George Westinghouse estate) to create an integrated trail system extending from Rte. 7 down to Laurel Lake. The roads were badly eroded, strewn with fallen trees, and overgrown with invasive species, including kiwi and knotweed.
- **Maintenance of the trail system; acquisition of an electric golf cart:** This work has continued in phases annually, including ongoing invasive species management, the construction of foot and bog bridges over gullies and wetlands, trail signage, and a kiosk with maps that serves as the trailhead. In addition, in 2023 we purchased a backhoe for emergency trail repair and an electric golf cart so that, during our regular season, as well as NightWood (our winter sound and light show), we can take visitors with walking difficulties through our grounds and gardens.
- **Creation of a wheelchair-accessible path for Italian garden:** The historic Italian walled garden is the only part of Wharton's designed landscape that is not wheelchair accessible. In 2024 we propose to create an ADA compliant path to the garden and to alter one of the historic stone archways so that wheelchairs can circumvent the two staired entrances.
- **Creation of a bridge to accommodate wheelchairs and golfcarts on the Beaver Pond Loop Path:** Currently, a seasonal stream prevents this loop trail from being fully accessible. In 2024 we propose to construct a footbridge over the stream that will accommodate walkers, wheelchairs, and golf carts.
- **Accessibility improvements to the Woodland Walk:** This popular path behind the French Flower Garden is heavily rooted, making it difficult to navigate. In 2024 we propose to significantly regrade the path and add layers of gravel and woodchips to make it safer, more accessible, and traversable by golfcarts and mechanized wheelchairs.
- **Ongoing trail maintenance:** In 2024 we propose that Greenagers continue its invasive species eradication. Without regular attention, our trails will quickly become overgrown. We are not seeking funding for this aspect of the project from the CPC; rather, it will be funded privately.

Project Cost and Funding

The costs associated with the creation and maintenance of the trails from 2020 through 2023 and the costs for the accessibility and maintenance work proposed for 2024 totals \$243,168. The Mount is requesting \$77,000 from the Town of Lenox Community Preservation Committee toward the improvement of accessibility to its public garden paths and trails.

Allowable Uses Chart Check applicable category to the right.	<input checked="" type="checkbox"/> X	<input type="checkbox"/>	<input checked="" type="checkbox"/> X	<input type="checkbox"/>
	OPEN SPACE	HISTORIC RESOURCES	RECREATIONAL LAND	COMMUNITY HOUSING
Definitions (G.L. c. 44B, §2)	Land to protect existing and future well fields, aquifers and recharge areas, watershed land, agricultural land, grasslands, fields, forest land, fresh and salt water marshes and other wetlands, ocean, river, stream, lake and pond frontage, beaches, dunes and other coastal lands, lands to protect scenic vistas, land for wildlife or nature preserve and land for recreational use	Building, structure, vessel, real property, document or artifact listed on the state register of historic places or determined by the local historic preservation commission to be significant in the history, archeology, architecture or culture of the city or town.	Land for active or passive recreational use including, but not limited, the use of land for community gardens, trails, and noncommercial youth and adult sports, and the use of land as a park, playground or athletic field. Does <u>not</u> include horse or dog racing or the use of land for a stadium, gymnasium or similar structure.	Housing for low- and moderate-income individuals and families, including low or moderate income seniors. Moderate income is less than 100%, and low income is less than 80% of US HUD Area Wide Median Income.
ACQUISITION Obtain property interest by gift, purchase, devise, grant, rental, rental purchase, lease or otherwise. Only includes eminent domain taking as provided by G.L.c. 44B.	YES	YES	YES	YES
CREATION To bring into being or cause to exist. <i>Sedeman v. City of Newton</i> , 452 Mass. 472 *200*)	YES	NO	YES	YES
PRESERVATION Protect personal or real property from injury, harm or destruction.	YES	YES	YES	YES
SUPPORT Provide grants, loans, rental assistance, security deposits, interest-rate write downs or other forms of assistance directly to individuals and families who are eligible for community housing or to entity that owns, operates or manages such housing, for the purpose of making housing affordable.	NO	NO	NO	YES, INCLUDES FUNDING FOR COMMUNITY'S AFFORDABLE HOUSING TRUST.
REHABILITATION AND RESTORATION Make capital improvements, or extraordinary repairs to make assets functional for intended use, including improvements to comply with federal, state or local building or access codes or federal standards for rehabilitation of historic properties.	YES, IF ACQUIRED OR CREATED WITH CP FUNDS.	YES	YES	YES, IF ACQUIRED OR CREATED WITH CP FUNDS

TOWN OF LENOX

COMMUNITY PRESERVATION COMMITTEE

APPLICATION FOR CPA FUNDING

Date Received (for office use only) _____

This application contains thirteen (13) questions which must be answered by ALL applicants. Category specific projects must also answer the specific category sections provided. If your project can be categorized into multiple CPA categories, you must provide responses to ALL pertinent category specific questions.

You may attach additional sheets as necessary to answer the numbered questions. Please clearly organize and mark your additional sheets for the Committee's review with your project name, contact information, and headings indicating which questions and category of project you are referencing in your narrative sheets. Please include page numbers.

Address: 2 Plunkett Street, Lenox, MA

Map 1, Lot 4

Deed Book/Page: Land Court Document #17030 recorded in the Registered Land Records of the Middle Berkshire Registry of Deeds

1) Existing use or deed restrictions, permanent easements, historic designations, special permits, etc. if any:

Deed from the National Trust for Historic Preservation (NTHP) to Edith Wharton Restoration, Inc. (EWR), dated July 1, 1980, conveying approximately 50 acres and containing restrictive covenants prohibiting commercial and industrial uses; construction of paved parking areas; division of the premises; unsightly dumping; and clear cutting of trees, and requiring that Application Form 5 NTHP's approval be obtained prior to the construction of any new structure or alteration or modification to the exterior of any existing structure, all as more fully described in Land Court Document #17030 recorded in the Registered Land Records of the Berkshire Middle District Registry of Deeds.

Preservation Restriction from EWR, as Grantor, to the Massachusetts Historical Commission, as Grantee, dated September 26, 1985, pertaining to approximately 50 acres, pursuant to which Grantor agrees to preserve and maintain the architectural and historical integrity of all structures; maintain the grounds in a landscaped environment consistent with the historical character of the buildings; compliance inspections from

time to time by Grantee; and prior approval by Grantee of all alterations to the interior and exterior of the historic buildings unless said alterations are clearly of a minor nature or required by an emergency that is promptly reported to Grantee, all as more fully described in Land Court Document #19145 recorded in the Registered Land Records of the Berkshire Middle District Registry of Deeds.

Amended and Restated Deed of Easement from David G. Carver, Trustee of the Scarafoni Associates Nominee Trust, as Grantor, to NTHP, as Grantee, dated October 17, 2011, pertaining to approximately 50 acres directly to the east of The Mount and comprising a significant view shed, prohibiting construction of any building, billboard, or other structure; advertising of any kind or nature; dumping of waste or other unsightly material; excavation, dredging, or other material change to the general topography of the land; and any activities detrimental to water conservation, erosion control, soil conservation, fish and wildlife, or habitat preservation, all as more fully described in Land Court Document #37758 recorded in the Registered Land Records of the Berkshire Middle District Registry of Deeds.

Conservation Restriction from David Carver, Trustee of Scarafoni Associates Nominee Trust, as Declarant of the Meadow Wood Condominium, and as Trustee of the Meadow Wood Condominium Trust, as Grantor, to Massachusetts Audubon Society, Inc., dated August 19, 2019, pertaining to a parcel of land approximately 70.19 acres located off Route 7 and Summer Street, Lenox, MA and abutting The Mount's southern border, conveying the right to design, build, and manage trails for the general public and prepare a trail management plan identifying and designating trails for public access. This restriction prohibits construction or placing of any structure, permanent or temporary; subdivision or conveyance of any part of the premises; mining or excavating; storing or dumping of soil or waste; cutting or removing trees or vegetation; activities detrimental to water conservation, erosion control, soil conservation, or fish and wildlife habitats; or parking or storing vehicles; all as more fully described in Book 6536, Page 298 in the Berkshire Middle District Registry of Deeds.

Historic Designations: The Mount is a National Historic Landmark, the highest preservation designation. It is also listed in the State and National Registers of Historic Places.

2) Project Budget (list all sources and uses, including grants, fundraising, etc.)
(SEE TAB 1)

Project Category	Community Housing	Historic Preservation	Open Space	Recreation	
	Y1	Y2	Y3	Y4	Y5
Source Name					
Amount					
% of Total					
Used for					
Committed?					
Total Project Budget:					
CPC Request:					

Attach additional budget sheets or project budget as necessary. Include project management, oversight, engineering, and administrative costs that may be incurred.

3) Timing of Funds: Describe when CPA funds and other funding sources are to be received.

All work estimates and invoices for the above-mentioned projects have been received. We are in the process of raising funds, so the work outlined in this application will be carried out by the end of 2024. We understand that Lenox CPA grants will be awarded following the Town Meeting in May 2024 and available beginning in July 2024. Funds awarded for this project would be used to complete the accessibility components of this application after that date.

4) Proposed Use or Deed Restrictions after Project Completion (in accordance w/ CPA rules):

Following the completion of these projects, The Mount will continue to operate under the same deed and conservation restrictions as outlined in Question 1. The Mount's grounds, gardens, and abutting trail network will continue to be open year-round as a free public park.

5) Describe the project team:

Susan Wissler, Executive Director, The Mount: Susan Wissler joined The Mount in 2001 as Vice President and became Executive Director in 2008. In her role as executive director, she has overall responsibility for all operations, facilities, and administrative functions for the organization. Since 2002, she has overseen restoration and renovation

projects in the Stable, Main House, Gatehouse, and gardens. Ms. Wissler graduated magna cum laude from Brown University, received a J.D. from Columbia University, and has practiced law in New York, Connecticut, and Massachusetts. Working with the Facilities Director, Wissler will oversee all aspects of the public trail accessibility and improvement project.

Earl G. Persip III, Facilities Director, The Mount: Earl Persip joined The Mount in 2019 following 24 years at the Berkshire Family YMCA, where he held various roles and worked with youth, families, and city agencies. He most recently served as facilities director, overseeing the daily operations of YMCA properties in Pittsfield and North Adams. At The Mount, Mr. Persip manages the planning and execution of all restoration projects, serving as principal liaison with architects and contractors, in addition to supervising the grounds staff and overseeing all aspects of year-round maintenance and property improvements. Persip is a member of the Pittsfield City Council and serves on the board of the Pittsfield Education Foundation. Persip will oversee the public trail accessibility and improvement project, working with Greenagers and appropriate contractors.

Chad Donovan-Hall, Head Groundskeeper: Chad Donovan-Hall joined The Mount in 2014 following five years working as a property preservation specialist for Homestead Field Services. Prior to that, he was employed by historic Hotel Northampton working as the head groundskeeper. At The Mount, Donovan-Hall is responsible for overseeing the seasonal grounds crew and their daily operations as well as maintaining The Mount's equipment. He works together with The Mount's arborist and gardening contractors to keep the grounds of The Mount looking pristine. Donovan-Hall is a member of the Huntington Historical Society in his hometown of Huntington, MA. Donovan-Hall will be responsible for trails maintenance as needed.

Gage Williams, Grounds Care Assistant: Gage Williams started at The Mount in April 2022 with several years of landscaping experience. Williams' will be assisting with path and trail maintenance as needed.

- 6) Additional Information:** Attach, as necessary, additional material including photographs, maps, letters of support, feasibility studies, ownership letters or site control verification, engineer or architect drawings. For Historic Preservation projects, if the project is not state register listed, the applicant must provide a letter from the Historical Commission which details the significant of the project to Lenox's history, culture, architecture or archeology. **(SEE TABS 2-10)**

Funding Considerations

(All applicants must fill out this section)

7) In what way is CPA funding a catalyst for leveraging other funding sources?

Financial support from the CPA demonstrates the faith the Town of Lenox has in The Mount's stewardship of this historic property. Previously, this funding has supported restoration of The Mount's historic Stable (2017), Terrace (2018), and Gatehouse (2022), the creation of a comprehensive Landscape Master Plan (2020) that includes an extensive trail network, and the anticipated acquisition of the Whartons' farmhouse that was originally part of The Mount estate (2023).

The successful completion of these projects has invigorated fundraising efforts from private donors and signaled to our local community and other potential funders The Mount's dedication to both preserving and maintaining The Mount for the benefit of our local community. This round of CPA funding would allow The Mount to make significant accessibility improvements to its garden paths and trails.

8) What is the breadth of impact on the lives of the citizens of the Town?

The Mount is a unique cultural institution in the Berkshires, committed to providing outdoor recreation for the local community through reducing barriers to music, theater, sculpture, and the arts, appealing to a wide variety of visitors. We continue to explore Edith Wharton's enduring relevance to contemporary culture; build partnerships with underrepresented communities; and appeal to new audiences to ensure our sustainability as a cultural center and community gathering place. The Mount's welcoming atmosphere, created with intentionality, is appreciated by visitors of all ages whether they come for a tour of the estate, attend one of our multidisciplinary programs, or simply to enjoy the gardens and grounds.

The Mount collaborates with more than 30 regional non-profit organizations to provide programming for our community, as well as expand and diversify our audience. These include arts and literary organizations, local schools, and social service agencies such as Berkshire Immigrant Center, South Berkshire Kids, WordXWord Festival, WAM, SculptureNow, Mass Audubon, Greenagers, CATA, Great Barrington Public Theater, Guild of Berkshire Artists, Housatonic Heritage Walks, Greenagers, Straw Dog Writers Guild, and the Lenox Garden Club. Together in partnership, we present theater productions, art exhibits, residencies for writers, children's StoryWalks, musical performances, nature walks, poetry slams, and more. These organizations also help enable individuals with disabilities to experience The Mount and our programming through accessibility initiatives. Moreover, our partners help bring school students to

tour the estate and provide young people with hands-on experience in landscaping and land conservation skills. Collectively, these efforts illustrate The Mount's committed, ongoing priority of fostering an inclusive, engaging gathering place for the residents of Berkshire County and beyond.

Specific to this grant, since opening our grounds and trails as a public park in 2020, we have welcomed over 20,000 grounds-only visitors annually. The predominance of these visitors are Berkshire County residents, many of whom come to walk regularly, often with their dogs. **(See Tab 9 for October 12, 2023 Berkshire Eagle letter to editor applauding The Mount's accessible gardens and trails.)** Funding from the Town would help us continue to make accessibility improvements to our garden paths and trails that provide a place for year-round outdoor recreation for Lenox residents to enjoy.

9) What is the economic benefit to the Town?

Tourism

At the time of this application, The Mount ranks #1 on Tripadvisor for attractions in Lenox. A major contributor to the Town's tourism economy, The Mount welcomes over 70,000 visitors annually. The Mount has national as well as international visibility and regularly welcomes visitors from across the country and abroad. The Mount's diverse appeal welcomes a variety of visitors interested in historic sites, gardens, and outdoor recreation and attracts new audiences to the region through destination weddings. These visitors help support the local economy of Lenox as they become patrons of the various hotels and inns, restaurants, retail services, and health and wellness businesses in Lenox throughout the duration of their stay.

Publicity

The Mount receives extensive regional, national, and international press coverage that brings publicity and audiences to Lenox. In 2019, *Architectural Digest* named The Mount one of the top historic houses in the country, on a par with Monticello, Biltmore, and Hearst Castle. The Mount has been featured in numerous publications, including *The New York Times*, the *Boston Globe*, *House & Garden UK*, *Forbes.com*, *The Guardian*, *Yankee* magazine, *Boston* magazine, *Berkshire* magazine, the *Berkshire Eagle*, and the *Berkshire Edge*. The Mount has also become a favorite destination of travel bloggers and influencers in recent years.

Weddings

The Mount's premier status as a wedding venue has been featured in publications throughout the region, including the Boston Globe's Best of Boston. In 2023, we hosted 25 weddings or rehearsal events with up to 250 guests per wedding. Most clients who

choose The Mount as their venue are interested in art and culture, something that is synonymous with Lenox. In addition to attracting first-time visitors, weddings bring in a younger demographic who are often unfamiliar with the beauty and the offerings of the Berkshires. Many of these young visitors are inspired to make future plans to visit the area. Weddings also generate significant revenue for hotels, restaurants, caterers, and other local vendors.

10)What is the long-term benefit to the Town?

Through visitor feedback, we have come to understand the meaningful impact on the community of opening our grounds for free. Below is a small sample of the written comments we have received:

“Such a beautiful place. Spent most of our time touring the gardens. Very meticulously kept, which must be a chore since they are immense. The sculpture exhibit throughout the grounds was nice to view. We enjoyed a rest at the terrace cafe and appreciated use of restrooms and a gift shop inside.”

“So lovely that the grounds are open for a stroll with beautiful sculptures. We felt so welcome, because a staff member, perhaps even the site director, had walked over to our group to invite us to a free children's music event that was in progress.”

“It is very generous of you to open the grounds for free. Last fall we greatly enjoyed the sculpture exhibit when we were short of cash and couldn't afford an interior tour. It was lovely to be able to walk the grounds and gardens.”

Investing in activities that visitors can partake in for free helps break down barriers to participation in outdoor recreation. Improving the accessibility of our public garden paths and trails provides a service to both community members and out-of-town visitors for whom cost or accessibility is a limiting factor, thereby allowing all visitors, no matter their economic or disability status, to enjoy the history and beauty of The Mount.

11)What is the long-term cost to the town if action not taken?

If the invasive species that are present on the trails are not maintained, they will overrun the newly created trails. Consistent management of these species is much more time and cost-efficient than waiting for the species to reclaim the trails. The Mount's Landscape Master Plan – by Nelson, Byrd, Woltz Landscape Architects and finished in 2021 – provides a thorough overview of the invasive species present in the woodlands, as well as a detailed management strategy for preventing their further spread. Some of the identified problematic aggressively invasive species present throughout The Mount's property and connected trail system includes: Vinca minor, Wild Grape, Garlic Mustard, Hardy Kiwi, Japanese Knotweed, Phragmites, Barberry, Poison Ivy, Asian Bittersweet,

and Purple Loosstrife, among others. Without proper maintenance, these trails will become unpassable, thus eliminating a valuable source of outdoor recreation in the town.

12)What is the urgency of the project?

Without proper maintenance, the many hours of hard labor that went into constructing the paths through the 170 acres adjacent to The Mount's property will be for naught. In order for the trails to remain accessible to the public, a rigorous invasive plant management and control plan is necessary, as these plants quickly outcompete other plant life while taking over the trails themselves. Without timely upkeep, this valuable natural asset in the area is threatened.

Despite nearly 33 years since the passing of the Americans with Disabilities Act, outdoor spaces and historic houses remain a difficult place for people with various disabilities to visit. Since 2016, The Mount has received funding through Mass Cultural Council's Universal Participation initiative, which strives to prioritize access and inclusion at cultural sites across the state. Their support has helped our organization prioritize accessibility through their funding opportunities and inclusion in a network of supportive and like-minded organizations. A requirement for UP designation is proven progress toward not only developing an access plan, but in executing projects that align with the UP initiative's goal to "support the growth and development of accessibility practices." The UP initiative has allowed us to tackle a variety of projects, including the creation of an audio tour for the museum, adding handrails to buildings on property, as well as making the historic garden entrances safer for those with mobility concerns.

These projects have been appreciated by our visitors and local community, but there is much more that we can do to improve The Mount's accessibility. Potential visitors to The Mount regularly call and ask if the gardens are accessible, and while the formal French flower garden is, the formal walled Italian garden is not, due to a set of stairs at both the exterior and interior entrance to the Italian garden. While it is possible for visitors to look out over the Italian garden, this does not lead to an equal experience compared to visitors without mobility concerns and for whom stairs are not a barrier. A major aspect of this proposed project will make the Italian garden wheelchair accessible. Accessibility will be further prioritized by making two of the paths golfcart accessible, a process which will also make the paths safer for pedestrians.

13)Explain any other factors which may be relevant to your specific project.

The central goal of this project is to facilitate access to outdoor recreation. The Mount's proposed plan to maintain 170 acres of hiking trails, create a wheelchair accessible entrance to the Italian garden, and make two paths golfcart accessible, will not only prove a benefit to local, national, and international visitors, but it will do so through

meaningful collaboration with Greenagers, a nonprofit that is doing important work in our region.

Though Wharton was best known as a writer, her estate, including the house, the gardens, and the surrounding Berkshire woodlands, provides a unique literary, cultural, and outdoor experience for a wide range of visitors.

Community Housing Projects

(Only Community Housing projects must fill out this section)

14) Please explain how this community housing project meets CPC goals, and goals expressed in other community planning documents:

15) Please Identify Affordability Level(s):

_____ % of area median income	no. of units _____
_____ % of area median income	no. of units _____
_____ % of area median income	no. of units _____

16) Please describe any additional aspects to the project, including existing site conditions, remediation, permitting, zoning regulations, whether it is the adaptive reuse of an existing building or site, whether the site is close to community services (such as schools or transportation) etc. and how your project will address these:

17) Community housing projects should provide a letter of support from the Lenox Housing Trust and Committee indicating support of the project.

Historic Preservation Projects

(Only Historic Preservation projects must fill out this section)

Applicants should note: All CPA-funded historic preservation projects must comply with the US Secretary of the Interior's standards for the treatment of historic properties.

18) Clearly describe how the project meets Historic Preservation goals of the Community Preservation Plan and the 2021 Master Plan:

19) Describe any other relevant information about the project and the site.

20) Historic preservation projects should provide information describing the historic, cultural, architectural and archeological significance of their site and a letter of support from the Historical Commission.

Open Space and Recreation Projects

(Only Open Space and Recreation projects must fill out this section)

21) Clearly describe how the project meets the Open Space and Recreation goals of the Community Preservation Plan and the 2015 Open Space and Recreation Plan.

The Community Preservation Committee Master Plan (2018 update) cites as among its primary objectives: “To secure and promote the quality of life in Lenox by acquiring and preserving open space, including, but not limited to, farmland, fields, forests, ridgelines, vistas, rivers, lakes and ponds. To create and preserve recreational opportunities, ecological preservation initiatives, and scenic beauty.” (p. 1).

The Open Space and Recreation Plan (Rev. 2015) states as its goal that, “The residents of Lenox aspire to have a community with healthy ecosystems, a variety of places to recreate, and preserved historical, cultural, and visual resources” (p.83).

The trail system that extends from The Mount’s property down to Laurel Lake is preserved under a conservation restriction that connects 170 acres of publicly accessible hiking trails. Maintenance of these trails and the management of aggressive invasive species will preserve this invaluable recreational opportunity in the town of Lenox.

In addition, The Mount’s outdoor spaces and the neighboring conserved trail system provide a variety of recreational opportunities, including casual walking, picnicking, dog-walking, and hiking, while also providing the opportunity to take in the depth and beauty of Wharton’s designed estate, including its historic gardens, all part of the free experience offered by The Mount as a public park. Making The Mount’s gardens wheelchair accessible will enable more visitors to take advantage of the fullness of outdoor recreation throughout the entirety of The Mount’s property.

22) Explain the long-term maintenance and operating plan for the project upon completion.

In partnership with Greenagers, The Mount will monitor the status and condition of the accessibility-enhanced pathways throughout the property as well as the abutting trail network, addressing areas of concern as needed under the guidance of The Mount's Facilities Director. Funds for ongoing repair and maintenance will be earmarked in future operating budgets.

23) Explain how the site will be marked or signed to indicate it is a public resource.

Signage has been added to the entrance of the property that includes information that the park is open from dawn until dusk, seven days a week. Information placed at the bulletin board next the Ticketbooth contains a map of the trail system and various other information necessary for walking the property. Greenagers has also constructed a kiosk at a trailhead just beyond The Mount's property line, which will include trail maps and information about The Mount. Trees along each trail of the network are emblazoned with a painted symbol so that hikers are able to easily find their way.

Certification

24) This application was prepared, reviewed, submitted by:

Name: Susan Wissler

Phone No.: 413-551-5103

E-Mail: swissler@edithwharton.org

I hereby certify that all of the above and included information is true and correct to the best of my knowledge. [for non-municipal applicants only: I further declare my willingness to enter into a Contract with the Town of Lenox, including liens, deed restrictions and other means of security to govern the use and expenditure of CPA funds.]

Signature:  Date: 10/23/2023

Meadow Wood Condominiums

37 Main Street, North Adams, MA 01247

October 18, 2023

Town of Lenox Community Preservation Committee
6 Walker Street
Lenox, MA 01240

To the Town of Lenox Community Preservation Committee,

As trustee of Meadow Wood Condominiums, the sole owner of 120 acres of land adjacent to The Mount, I give my permission for The Mount to continue the trail work on the integrated trail system for use by Town of Lenox residents and visitors, in addition to creating wheelchair access to the historic Italian garden.

Best regards,



David G. Carver

EDITH WHARTON RESTORATION, INC./THE MOUNT				
OPEN SPACE AND RECREATION				
PROJECT BUDGET				
SOURCES OF FUNDS			% of Total	Notes
	Individual Donors	\$134,839	55%	Already raised and expended
	Individual Donors	\$17,428	7%	To be raised
	Housatonic Heritage funding	\$13,901	6%	Received and expended
	Lenox CPA Funding	\$77,000	32%	Requested
	TOTAL SOURCES OF FUNDS	\$243,168	100%	
USES OF FUNDS				
	<i>Trails Creation and Maintenance</i>			
	Greenagers 2020-2023	\$63,565		Labor and materials
	Backhoe purchase for trails maintenance 2023	\$13,279		Purchased by The Mount
	Mount staff labor 2020-2023	\$49,000		
	Mount staff labor 2024	\$23,476		
	Berkshire Property Managers 2024	\$7,500		Woodchips for accessible trails
	Subtotal	\$156,820		
	<i>Wheelchair Accessible Walled Garden Path</i>			
	Greenagers 2024	\$8,700		Labor and materials
	Allegrone Companies 2024	\$8,778		Masonry labor, and materials
	Subtotal	\$17,478		
	<i>Golfcart and Wheelchair Accessible Paths</i>			
	<i>Woodland Walk</i>			
	Berkshire Property Managers 2024	\$56,075		Labor and materials
	<i>Beaver Pond Loop</i>			
	Lost Mountain Woodcraft 2024	\$3,800		Bridge construction
	Electric golfcart 2023	\$8,995		
	Subtotal	\$68,870		
	TOTAL USES OF FUNDS	\$243,168		

Tab 2

Greenagers Invoices/Estimates/Photos

greenagers

youth | environment | community

June 30, 2020

Agreement Between Greenagers, Inc. ("Greenagers") and Edith Wharton Restoration, Inc. ("EWR") to remove invasive species and improve the public trail system leading from The Mount across abutting lands that EWR, working with Scarafoni Associates Nominee Trust ("Scarafoni") and Massachusetts Audubon Society, Inc. ("Mass Audubon"), is in the process of developing.

Description of the parties; definitions:

EWR is the owner and steward of The Mount, the home, gardens, and grounds designed and built by Edith Wharton in 1902.

Greenagers, through its paid employment programs, internships and apprenticeships, engages teens and young adults in meaningful work in environmental conservation, sustainable farming, and natural resource management.

Scarafoni is the owner of two parcels of land, comprising approximately 120 acres abutting The Mount and referred to herein as the "Woodlands Parcel" and "Recreational Parcel 2".

Mass Audubon is a nonprofit organization dedicated to protecting the nature of Massachusetts and the holder of a conservation restriction on the Woodlands Parcel granted to it by Scarafoni and recorded with the Berkshire Middle Registry of Deeds on December 09, 2019 at Book 06536, Page 298.

The Mount, the Woodlands Parcel, and Recreational Parcel 2 are collectively referred to herein as "the Parcels."

Purpose:

Greenagers will hire local youth to improve the trail system and remove invasive species on the Parcels. Special consideration will be given to include youth from Lee, Lenox, and Pittsfield. Specific goals are:

- 1) To improve the Parcels' trails and infrastructure with youth work crews and community engagement.
- 2) To engage a new generation of stewards with The Mount and introduce the crew to its history and culture.

Scope of Work:

The crew composition and work proposed for 2020 is outlined in the attached 2020 job sheet and accompanying trail project map. Greenagers will consult with EWR and Mass Audubon throughout the project to assure that all work performed and materials used conform to both organization's conservation standards.

The work crew will work a total of 24 days beginning on July 6, 2020 (the "Project Start Date") and ending on August 13 or such later date as may be mutually agreed upon in the event, for any reason, 24 days of work are not possible by August 13. Any follow-up or final details will be completed no later than

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September 1. Greenagers will be solely responsible for the work crew, including, without limitation, oversight, compensation, liability and workers compensation insurance, transportation, and tools.

Payment:

EWR agrees to pay Greenagers \$9,000 on or before July 5, 2020 and \$9,885 upon completion of the work to support a crew of 4 youth crew members and 1 adult crew leader. Where appropriate and COVID-19 compliant, Greenagers may include more youth in the project at no additional cost to The Mount. Additional materials will be billed to EWR upon project completion.

Approvals:

Greenagers and EWR will work together to ensure all necessary approvals from town and state entities, if any, are obtained. Together, they will conduct appropriate community engagement towards building a successful and long-lasting collaboration.

Liability Insurance:

Not more than thirty days prior to the Project Start Date, Greenagers will provide EWR with a certificate of insurance evidencing the following:

- 1) commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
- 2) commercial automobile liability with coverage of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate covering all owned, non-owned, and hired autos;
- 3) umbrella liability with coverage of at least \$1,000,000 per occurrence and \$1,000,000 in the aggregate; and
- 4) workers compensation and employer's liability with coverage of at least \$1,000,000.

Such certificate will name EWR as an additional insured, waive all rights of subrogation, and provide coverage for claims arising during, or related to, the entire period that Greenagers is performing work pursuant to this agreement.

Covid-19 Safety and Record-Keeping:

Greenagers is responsible for strict adherence by the work crew to all COVID-19 related restrictions. At the time of this Agreement, these include, but are not limited to, physical (social) distancing requirements, wearing of masks under certain circumstances, and a limit of 9 participants per work crew. Greenagers acknowledges that COVID-19 restrictions may change during the time period of this Agreement and will follow the most current state recommendations.

Greenagers will keep daily attendance records and contact information (name, phone number, and email) for all Greenagers staff and crew who come onto the Parcels, including listing arrival and departure times.

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Greenagers will send an email copy of these records daily to the designated Mount staff person charged with monitoring visitor activity for Covid-19 purposes. Greenagers understands and agrees that in the event of an actual or suspected case of Covid-19 contraction or exposure, these records will be shared with appropriate local and state health officials.

Responsibility for Loss; Force Majeure:

EWR shall not have any liability for the loss of any objects or property belonging to Greenagers or its work crew, or for any injury to any person occurring during or attributable to Greenager's engagement and the work performed by Greenagers hereunder. Greenagers expressly agrees to release EWR from any such loss.

Miscellaneous:

This agreement sets forth all of the terms and conditions governing the relationship between Greenagers and EWR with respect to Greenagers 2020 trail maintenance and invasive species management on the Parcels.


EWR confirms that it has consulted with Mass Audubon, as holder of the conservation restriction with respect to the Woodlands Parcel, and with Scarafoni, as owner of the Woodlands Parcel and Recreational Parcel 2, and that they have each consented to and agreed with the scope of work as set forth in this agreement and the attachments hereto.

This agreement may only be modified by a written agreement signed by both parties.


This agreement may not be assigned without the prior written consent of the other party.

Accepted and agreed as of June 30, 2020:

GREENAGERS, INC.

By: 
William Conklin, Executive Director

EDITH WHARTON RESTORATION, INC.

By: 
Susan Wissler, Executive Director

Greenagers, Inc.

PO Box 157, 62 Undermountain Rd.

South Egremont, MA 01258 US

(413) 644-9090

info@greenagers.org

www.greenagers.org

Invoice



BILL TO

Edith Wharton Restoration, Inc

PO Box 974

Lenox, MA 01240-0974

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1530	09/23/2021	\$13,897.50	10/23/2021	Net 30	

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Work Crew Contracts	2021 Summer Greenagers youth trails crews - 1/2 of contracted amount of \$27,795.00	1	13,897.50	13,897.50

BALANCE DUE

\$13,897.50

52115a / Adm

ENTERED ON: 10/5/21
BY: TW

EK

Greenagers, Inc.
PO Box 157, 62 Undermountain Rd.
South Egremont, MA 01258 US
(413) 644-9090
info@greenagers.org
www.greenagers.org

Invoice



BILL TO
Edith Wharton Restoration, Inc
PO Box 974
Lenox, MA 01240-0974

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1560	11/19/2021	\$13,897.50	12/19/2021	Net 30	

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Work Crew Contracts	2021 Summer Greenagers youth trails crews - Second half of contracted amount of \$27,795.00	1	13,897.50	13,897.50

BALANCE DUE

\$13,897.50

52115a / Grands

ELK

ENTERED ON: 11/29/21
BY: TW

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Memorandum of Understanding

Greenagers and The Mount

May 27th, 2022

About Greenagers:

Greenagers, through its paid employment programs, internships and apprenticeships, engages teens and young adults in meaningful work in environmental conservation, sustainable farming, natural resource management, and vocational skills building. In the Berkshires, Northwest Connecticut, and nearby New York State, our trail crews maintain existing trails and build new trails for local, regional, and national conservation organizations. Our Farm and Food Justice Team stewards April Hill Farm and works with local farmers, learning animal husbandry and organic agriculture. They also install front-yard gardens for area families, glean produce for local food service agencies, and promote food justice through community work and advocacy.

Greenagers Responsibilities and Costs:

The Greenagers youth trail crew will perform a variety of tasks outlined in the section titled "Project Descriptions".

Greenagers will manage all payroll and administration in regards to the youth crew, its workers, and related expenses. Greenagers will also carry the appropriate liability and worker's compensation insurance for all workers.

Costs

Eight Crew Days: \$12,754

Materials: \$4,131 (for bridge and kiosk)

Total: \$16,885

PROJECT DESCRIPTIONS AND ITEMIZED COSTS

Footbridge (2 crew days)

Pre-season prep – RDA (maybe NOI) for bridge over stream.

Narrative: locust sills – hemlock stringers – hardwood railing on one side

Labor: 2 days plus one day with certified chainsaw operator

Tools: Timber carriers, draw knives, chainsaw, impact driver and drill, pick mattocks

Materials: Locust sills, hemlock and hardwood harvested on site, fasteners

62 Undermountain Rd, PO Box 157 | South Egremont, MA 01258 | info@greenagers.org | 413 644 9090 | greenagers.org



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Itemized Cost: Locust (\$200), Youth Labor (\$3,188.56), Certified Chainsaw Operator (\$300), Fasteners (\$20)

Total Cost: \$3708.56 (does not include costs associated with permitting)

Connector Trail to Fox Hollow (2 crew days)

Narrative: Rehabilitating old roadbed and building connector trail – not to be included on trail map or blazed.

Labor: 2 days

Materials: NA

Tools: Pick mattocks, shovels, buckets, loppers, saws

Itemized Cost: Youth Labor 2 days (\$3188.56)

Total Cost: \$3,188.56

Invasive Control (2 crew days)

Narrative: Focus on clipping climbing kiwi, weed whacking knotweed,

Labor: 2 Days

Materials: NA

Tools: Weed whackers, loppers, saws

Itemized Cost: Youth Labor 2 days (\$3188.56)

Total Cost: \$3,188.56

Trail Blazing (1 crew day)

Labor: 1 day

Materials: Boundary Marking Paint (\$40)

Tools: Weed whackers, loppers, saws

Itemized Cost: Youth Labor 1 Day (\$1,594.28)

Total Cost: \$1,634.28

Kiosk Install (1 crew day)

Labor: 1 day (one day over April vacation)

(Build part of preseason work, installation part of Summer Crew)

Cost: \$5165.05

Tools: Weed whackers, loppers, saws

Itemized Cost:

Build - Youth construction (\$468), Program Coordination (\$216), Supplies (\$2,500), Payroll Taxes (\$79.56), Subtotal (\$3,263.56), Administration (\$391.63), Total (\$3,655.19)

Install - Transportation (\$75), Youth Install (\$360), Install Coordination (\$216), Payroll Taxes (\$61.20), Subtotal (\$712), Admin (\$85), Total (\$1,510)

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Total Cost: \$5165.05

Costs

Four Crew Days \$6,400

Total: \$6,400

About the Youth Crew

The Crew Leader is experienced in trail building and team building, is wilderness first aid certified, first aid certified, CPR certified, and has been through leave no trace training. Typically, they have at least one to two years of experience in a Greenagers Youth Trail Crew or other trail building outfit.

The Assistant Crew Leader has some experience in trail building, carpentry, masonry, landscaping or other environmental service. They are first aid and CPR certified, have been through leave no trace training, and have been through (at a minimum) basic trail building training during the Greenagers' Crew Leader training week.

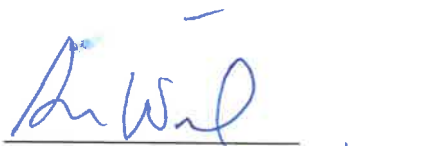
Youth Crew Members are hired from the towns neighboring the conservation project. Youth are ages 15-20. Most crews have two or three youth that have been through multiple years of a Greenagers trail crew, two or three that have been through at least one year of a Greenagers trail crew, and one or two youth wherein this is their first job.

The Mount Responsibilities:

The Mount will pay Greenagers a deposit of \$8,442.5 by July 1st and the remaining balance of \$8,442.5 at the conclusion of the work and upon receiving a Greenagers invoice. Total costs to The Mount will not exceed \$16,885.



Elia Del Molino
Conservation Director
Greenagers, Inc.
Date: 5.27.22



(Name) Susan Wissler
(Title) Executive Director
The Mount
Date 6/01/22

62 Undermountain Rd, PO Box 157 | South Egremont, MA 01258 | info@greenagers.org | 413 644 9090 | greenagers.org



greenagers

youth | environment | community

October 10, 2023

Estimate for THE MOUNT:

Proposal:

- 1) Top dress and crown existing road and path down to the walled garden
- 2) Install new treadway (5' width) to garden entrance and continue treadway (3') in an arc to provide accessible entrance through a modified arch-way on the north side of pillared entrance.

Gravel will be processed native gravel from Donovan and Sons to match existing gravel. At the steps to the pillared entrance the path will widen to 8-10' (TBD) to form a landing. Estimate assumes access to a tractor and loader on site to haul away excavated sod and topsoil.

--Costs--

Labor: \$6,800

Material: \$1,900

Total estimate: \$8,700



Will Conklin
Executive Director

BOARD OF DIRECTORS

David Sheehan, Chair | Deb Phillips, Vice-Chair | Cheryl Sleboda, Treasurer | Deb Phillips, Secretary
Bronly Boyd | Kelly Baxter Spitz | Ellen Lahr | Elizabeth Tully | Elizabeth McGraw | Peter Whitehead
PO Box 157 South Egremont, MA 01258 | info@greenagers.org | 413 644 9090 | greenagers.org







Tab 3

Allegrone Estimate



ALLEGRONE
COMPANIES

CONSTRUCTION
MASONRY
HOMES
REAL ESTATE

150 Pittsfield Road
Lenox, MA 01240
T. (413) 997.9200
F. (413) 236.1200
allegrone.com

PROPOSAL

The Mount Edith Wharton's Home
2 Plunkett Street
Lenox, MA 01240

October 16, 2023

Attn: Earl Persip
Re: The Mount Masonry Opening

Louis C. Allegrone, Inc. (Allegrone) proposes to furnish labor, material, equipment, and supervision necessary to perform the following scope of work:

Masonry Opening

- Remove stone sill, salvage, clean and reuse as threshold in new walkway.
- Remove and salvage stone masonry below stone sill and at both jambs.
- Relay salvaged stone at both jambs.
- Install salvaged stone sill as new threshold.
 - Threshold height will be set flush with inner courtyard gravel.
- Clean jobsite free from debris.
- Scope of work is limited to attached photos with notes.

Price \$ 8,778

Notes and Exclusions

- Per discussions with Earl Persip, Greenagers is installing a walkway and reworking the grade on the outside of this modified masonry opening.
- Allegrone's proposal is for the stone masonry opening work only.

Regards,

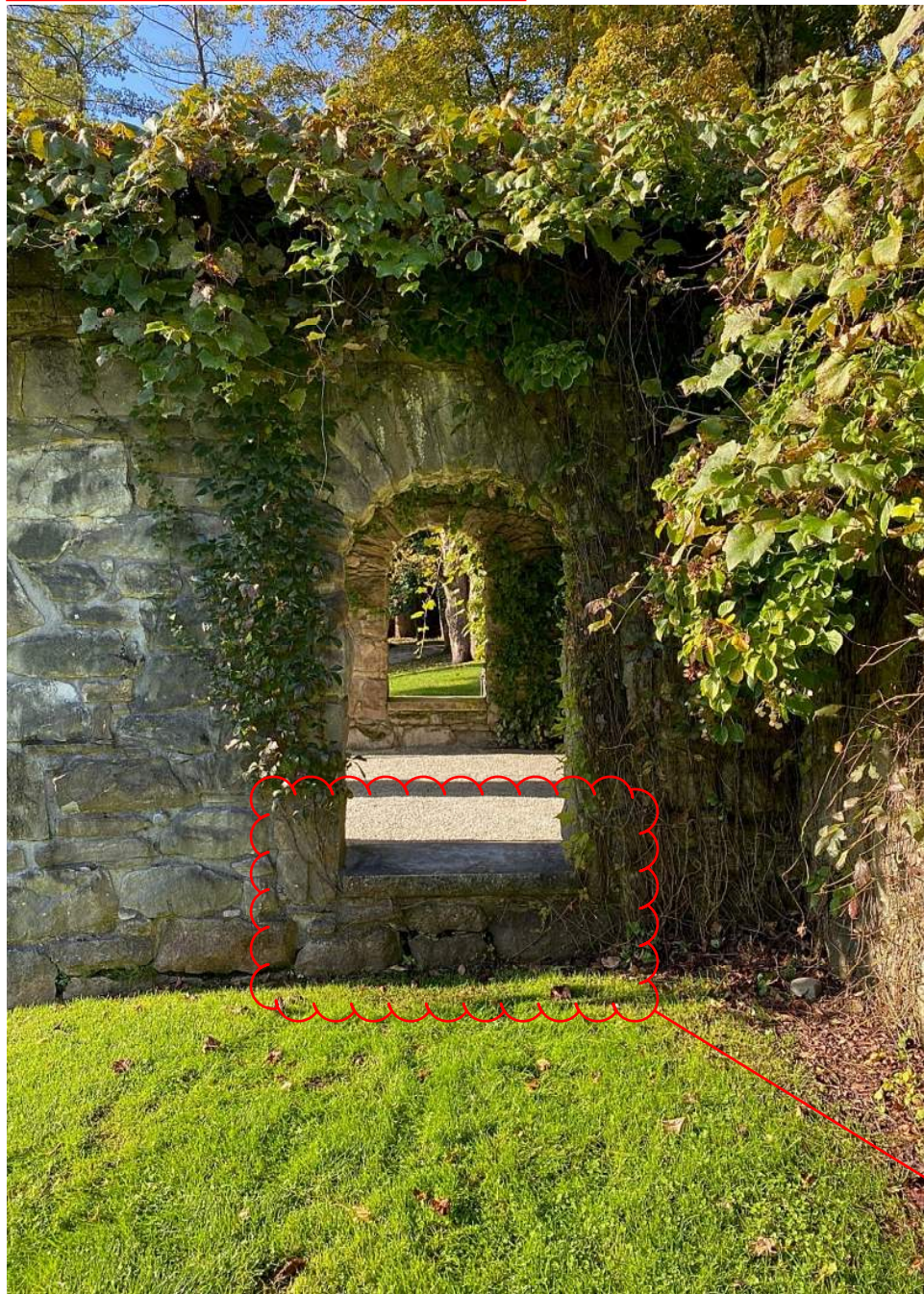
Tony Zaniboni
Louis C. Allegrone, Inc.

Signature – Authorized Agent

Print Name

Date

Allegrone Scope of Work, 10/16/23
The Mount Masonry Opening



Tab 4

Berkshire Property Managers Estimates

Berkshire Property Managers

455 South St.

Pittsfield, MA 01201

413 499-5905 - Office

413-344-5347 Chris Lipa - Cell

JOB ESTIMATE

**BERKSHIRE PROPERTY MANAGERS (CONTRACTOR) PROPOSES TO
PROVIDE SERVICES AND MATERIALS AS SET FORTH IN SCHEDULE A
WHICH IS ATTACHED HERETO:**

Re: Walking Path

10/18/2023

SCHEDULE A

**PROPOSAL TO: The Mount
Attn: Earl Persip**

**Services and materials to be provided at:
2 Plunkett St. Lenox, MA 01240**

Re: Preparation

- 1) Creat an agreed upon staging area for materials and equipment in main parking area - not to disrupt traffic and guests**
- 2) Deliver up to 150 yards of gravel**
- 3) Install gravel throughout walking trail while not interrupting, intruding upon, or damaging tree roots and/or the Vinca**
- 4) Compact and firm roll gravel to create solid base**

Re: Walking Path

- 5) Deliver up to 300 yards of wood chips**
- 6) Install wood chips over gravel base not exceeding 8' in width**
- 7) Not within this contract, Removal of any ledge, boulders over 1 cubic yard in size, or the relocation of any utilities that may be in the proposed work area and will be invoiced above and beyond**
- 8) Equipment will be stored on site**

- 9) Equipment and tools will be clean and stored at staging area at the end of each work day
- 10) Final removal and cleaning of all debris at any work site/area

Estimated Job Cost: \$ 56,075.00

PAYMENT SCHEDULE:

Deposit to hold start date	\$ 6000.00
Deposit for materials	\$ 20,000.00
Due at start of job	\$ 20,000.00
Due on completion	\$ 10,075.00

WARRANTY: Contractor shall provide services and materials as specified in **Schedule A** and complete the work in a timely fashion and in a good and workmanlike manner according to local standards and practices, subject to weather, Acts of God, and acts beyond the control of the Contractor. Contractor shall not be obliged to provide any services and/or materials, including any remedial work, if Customer has not made all required payments.

MATERIALS: All materials shall remain the property of Contractor until full payment is made and may be removed at the sole discretion of the Contractor in the event of any non-payment. Customer grants a license to the Contractor to enter upon Customer's land for the purpose of recovery of materials, which license is coupled with an interest and shall not be revoked.

COLLECTION: In the event that any payment is not made as required herein and collection efforts are employed to obtain payment, added to the amount due shall be all costs and expenses of collection including the administrative time of Contractor (at the rate of \$80 per hour), attorney's fees, and all costs incurred, together with interest thereon at the rate of 1.5% per month from the due date and/or the date the cost is incurred.

DEPOSIT: The deposit is paid to ensure that the work commences on the start date and is completed by the completion date, subject to weather, acts of God, and acts beyond the control of Contractor. **The deposit is not refundable.** START DATE ____ 2024 ____
COMPLETION DATE ____ 2024 ____.

TIME: This proposal must be signed and returned to Contractor together with the required deposit no later than _____, or this proposal is withdrawn and may not be accepted. Time is of the essence.

VENUE: In the event that Contractor and/or Customer seek judicial relief in conjunction with any issue related to this contract, that the action shall only be commenced in a court of competent jurisdiction in Pittsfield, Massachusetts.

BERKSHIRE PROPERTY MANAGERS
CONTRACTOR

DATE

ACCEPTANCE:

This proposal is satisfactory to the Customer and is hereby accepted. The Contractor is authorized to provide the services and materials as specified. Payment shall be made according to the schedule. Customer warrants and represents that Customer owns the real estate which is the subject matter of this agreement and intends that Contractor rely thereon.

CUSTOMER

DATE

CUSTOMER

DATE

Berkshire Property Managers

455 South St.

Pittsfield, MA 01201

413 499-5905 - Office

413-344-5347 Chris Lipa - Cell

JOB ESTIMATE

**BERKSHIRE PROPERTY MANAGERS (CONTRACTOR) PROPOSES TO
PROVIDE SERVICES AND MATERIALS AS SET FORTH IN SCHEDULE A
WHICH IS ATTACHED HERETO:**

Re: Wood Chip Delivery

10/19/2023

SCHEDULE A

**PROPOSAL TO: The Mount
Attn: Earl Persip**

**Services and materials to be provided at:
2 Plunkett St. Lenox, MA 01240**

Re: Delivery

- 1) Deliver up to 150 yards of wood chips**

Estimated Job Cost: \$ 7500.00

PAYMENT SCHEDULE:

Deposit to hold start date	\$ 500.00
Deposit for materials	\$.00
Due at start of job	\$.00
Due on completion	\$ 7000.00

WARRANTY: Contractor shall provide services and materials as specified in **Schedule A** and complete the work in a timely fashion and in a good and workmanlike manner according to local standards and practices, subject to weather, Acts of God, and acts beyond the control of the Contractor. Contractor shall not be obliged to provide any services and/or materials, including any remedial work, if Customer has not made all required payments.

MATERIALS: All materials shall remain the property of Contractor until full payment is made and may be removed at the sole discretion of the Contractor in the event of any non-payment. Customer grants a license to the Contractor to enter upon Customer's land for the purpose of recovery of materials, which license is coupled with an interest and shall not be revoked.

COLLECTION: In the event that any payment is not made as required herein and collection efforts are employed to obtain payment, added to the amount due shall be all costs and expenses of collection including the administrative time of Contractor (at the rate of \$80 per hour), attorney's fees, and all costs incurred, together with interest thereon at the rate of 1.5% per month from the due date and/or the date the cost is incurred.

DEPOSIT: The deposit is paid to ensure that the work commences on the start date and is completed by the completion date, subject to weather, acts of God, and acts beyond the control of Contractor. **The deposit is not refundable.** START DATE ____2023____
COMPLETION DATE ____2023____.

TIME: This proposal must be signed and returned to Contractor together with the required deposit no later than _____, or this proposal is withdrawn and may not be accepted. Time is of the essence.

VENUE: In the event that Contractor and/or Customer seek judicial relief in conjunction with any issue related to this contract, that the action shall only be commenced in a court of competent jurisdiction in Pittsfield, Massachusetts.

BERKSHIRE PROPERTY MANAGERS
CONTRACTOR

DATE

ACCEPTANCE:

This proposal is satisfactory to the Customer and is hereby accepted. The Contractor is authorized to provide the services and materials as specified. Payment shall be made according to the schedule. Customer warrants and represents that Customer owns the real estate which is the subject matter of this agreement and intends that Contractor rely thereon.

CUSTOMER

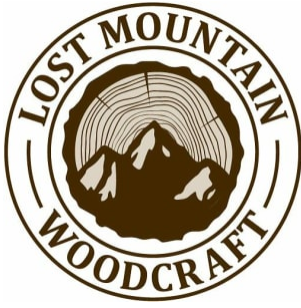
DATE

CUSTOMER

DATE

Tab 5

Lost Mountain Woodcraft Estimate



Lost Mountain Woodcraft

Shane A. Griffin

Business Number (518) 567-7735

1070 County Route 5

East Chatham, NY 12060

(518) 567-7735

www.lostmountainwoodcraft.com

shanesaw@lostmountainwoodcraft.com

ESTIMATE

EST623

DATE

09/05/2023

TOTAL

USD \$3,800.00

TO

The Mount - Edith Wharton's Home

Earl Persip

2 Plunkett Street

Lenox, MA 01240

☎ (413) 281-4909

epersip@edithwharton.org

DESCRIPTION	RATE	QTY	AMOUNT
Arched Bridge Over Small Stream BRIDGE <ul style="list-style-type: none">•7' wide X 10' long bridge spanning over small stream that runs into wetlands.•Bridge to have slight arch for decorative purposes and to help shed water.•Bridge to be built from custom cut ground contact grade pressure treated framing timbers spaced 12" O.C. 5/4" x 6" ground contact grade pressure treated decking to ensure rot resistance and adequate load bearing for golf carts.•Pressure treated framing timbers to rest on concrete blocks to minimize contact with ground/water and spread surface area preventing framing timbers from sinking into saturated ground.•Hand harvest, peeled, sanded, and stained diameter black locust limbs for railing on both sides of bridge. 4 vertical posts on each side with horizontal railing in between each post (vertical posts to be 40" O.C.) Vertical posts to be slightly thicker (5"-6" diameter) than horizontal railing (3"-4" diameter). Height of horizontal rail to be 36"+/- from bridge decking and to match arch of bridge.•All wood to be stained with Ready Seal-Natural Cedar Color prior to install. Top & sides of bridge and railing to receive additional coat once install is complete.	\$3,800.00	1	\$3,800.00
WINDING WALKWAY LEADING UP TO BRIDGE <ul style="list-style-type: none">•15' winding walkway extending from south side of bridge matching 7' bridge width and gradually tapering to 5' width.•Walkway to be made of ground contact grade pressure treated 2"x4"s			

DESCRIPTION	RATE	QTY	AMOUNT
<p>and 5/4" x 6" ground contact grade pressure treated decking boards.</p> <p>•All wood to be stained with Ready Seal-Natural Cedar Color prior to install. Top will receive additional coat once install is complete.</p> <p>*WALKWAY WILL BE IN CONSTANT CONTACT WITH GROUND AS TO BE LEVEL WITH GRADE LEADING UP TO BRIDGE. LOST MOUNTAIN WOODCRAFT CANNOT GUARANTEE LONGEVITY OF LUMBER THAT IS IN CONTACT WITH GROUND. DECORATIVE PAVERS, STONE, OR ROCK WOULD BE BETTER SUITED FOR THIS PURPOSE AND CAN BE INSTALLED FOR ADDITIONAL COST.</p>			
TOTAL			USD \$3,800.00

Shanesaw J.

DATE SIGNED
09/05/2023

Estimate is not guaranteed final price. Price may vary due to fluctuation in price of materials, material availability, actual materials used, and/or change in design.

Estimate reflects total price. Client will receive an invoice for a 50% deposit that is required upon start of work. Remaining 50% due upon completion of project and final invoice.



Example photo of smaller bridge that will resemble larger bridge to be built.



Example photo of smaller bridge that will resemble larger bridge to be built.



Example photo of smaller bridge that will resemble larger bridge to be built.



Example photo of black locust railing to be installed.

Tab 6

The Mount's trails purchases



P: (508) 273-9939



www.ccegolfcars.com



www.facebook.com/ccegolfcars

Country Club Enterprises
2-D Express Drive, Wareham MA 02571**Bill To:**Edith Wharton Restoration
The Mount
2 Plunkett Street
Lenox
MA 01240**Ship To:**Edith Wharton Restoration
The Mount
2 Plunkett Street
Lenox
MA 01240

Invoice Date	Invoice #	Customer Code	Terms	Customer PO #	Salesman
08-04-23	390868	EDITH WHAR	C.O.D.	1-2023 TE4P	Steve Brown

Delivery Date	16-AUG-23	Warehouse	RMA
---------------	-----------	-----------	-----

Stock Code	Description	Unit	Ordered	Ship	BO	Unit Price	Total
4CC23ETPLT Serial# :	2023 ELE TEMPO PLATINUM 4PASS ALL STANDARD EQUIPMENT PLUS: COLOR: PLATINUM STANDARD SEATS CANOPY TOP SPLIT WINDSHIELD FOUR PASSENGER KIT STANDARD LIGHTS EXISTING BATTERIES CHARGER BATTERY FILL SYSTEM PARTS TO SUPPLY: BFS HAND PUMP	EACH	1.0	1.0	0.0	8,523.00	8,523.00
FRT-CN		EACH	1.0	1.0	0.0	472.00	472.00
WORK ORDER	Delivery Charge - New Cars Work Order	EACH	1.0	1.0	0.0	0.00	0.00

Delivery Instructions:CONTACT: EALR PERSIP III
413-551-5120
EPERSIP@EDITHWHARTON.ORG

Carrier: CCE Tech/Driver

Con. note #

Subtotal 8,995.00

Tax 0.00

Total 8,995.00

PITTSFIELD LAWN & TRACTOR
 1548 West Housatonic St.
 Pittsfield, MA 01201
 Phone: 413-443-2623, Fax: 413-499-0023
 Email: plt@plt.com
 Web Address: WWW.PLT.COM

INVOICE

Invoice No.: 355991
 Date : 10/19/2023 2:10 PM

Bill To:

EDITH WHARTON RESTORATION INC.
 2 PLUNKETT ST,
 LENOX, MA 01240

Ship To:

EDITH WHARTON RESTORATION INC.
 2 PLUNKETT ST,
 LENOX, MA 01240
 Phone: 413-551-5100

Sales Person	Customer PO	Ship Date	Due Date	Terms
ST			11/18/2023	Due 30 Days

Parts :

Part	Description	Sold	Shipped	BO	Price	Net Price	Extension
XX LABOR	SET UP	4.00	4.00	0.00	\$95.00	\$95.00	\$380.00
JDP BLV10962	HOSE KIT TP2	1.00	1.00	0.00	\$423.00	\$423.00	\$423.00
JDE 375A	JOHN DEERE BACKHOE Serial #: 1LV0375APP0100313	1.00	1.00	0.00	\$12,995.00	\$12,195.00	\$12,195.00
BCE BUCKET	NO DESCRIPTION	1.00	1.00	0.00	\$281.00	\$281.00	\$281.00
JDP LVA17798	LEVER 133	1.00	1.00	0.00	\$123.23	\$0.00	\$0.00
JDP LVU34636	LEVER 133	1.00	1.00	0.00	\$107.73	\$0.00	\$0.00

Discount: \$1,030.96
Subtotal: \$13,279.00
Tax: \$0.00
Total: \$13,279.00
Balance Due: \$13,279.00

30% RESTOCKING FEE FOR RETURNED PARTS.NO RETURNS ON ELECTRICAL PARTS.

Tab 7

Deeds, Easements, and Conservation
Restrictions

Location of Premises: Route 7 and Plunkett Street
Lenox, Massachusetts

DEED

THIS DEED, made as of the 1st day of July, 1980, by and between the NATIONAL TRUST FOR HISTORIC PRESERVATION IN THE UNITED STATES, a charitable, educational and nonprofit corporation chartered by Act of Congress with its principal office at 1785 Massachusetts Avenue, N.W., Washington, D.C. 20036 ("Grantor") and EDITH WHARTON RESTORATION, INC., a charitable Massachusetts corporation having offices and post office address at The Mount, Lenox, Massachusetts 01254 ("Grantee").

WITNESSETH:

WHEREAS, Grantor was chartered by Act of Congress to facilitate public participation in the preservation of sites, buildings and objects significant in American history and culture; and

WHEREAS, the Grantor is the owner in fee simple of improved real property, consisting of a house and 48 acres more or less, located in Lenox, County of Berkshire, Commonwealth of Massachusetts, known as The Mount (hereinafter "the Premises"), and more particularly described below; and

WHEREAS, The Mount is the former home of Edith Wharton, significant American novelist;

WHEREAS, The Mount is listed on the National Register of Historic Places as a National Historic Landmark; and

WHEREAS, the grant of The Mount by Grantor to Grantee subject to protective covenants and restrictions will contribute to the preservation and maintenance of the Premises; and

WHEREAS, to this end, Grantor desires to grant to Grantee, and Grantee desires to accept, title to the Premises subject to the protective covenants and restrictions hereinafter set forth;

NOW, THEREFORE, Grantor for consideration of ~~Two Hundred~~

Harrison B.
Wetherill, Jr.

Attorney at
Law

1785 Massachu-
setts Avenue,
N.W. Washing-
ton, D.C.
20036

Location of Premises: Route 7 and Plunkett Street
Lenox, Massachusetts

~~Twenty~~ Thousand Dollars (\$200,000) paid, grants to Grantee with QUITCLAIM COVENANTS, the land in Lenox, Berkshire County, Commonwealth of Massachusetts, bounded and described as follows:

A. LOT NOS. 3 and 4.

Northerly by Plunkett Street, 370.06 feet as shown on the Plan hereinafter mentioned;

Easterly by other land of the grantor, 303.26 feet;

Southerly by said other land of the grantor, 170.00 feet;

Westerly by said other land of the grantor, 143.00 feet;

Southerly by said other land of the grantor, 224.12 feet;

Westerly by Kemble Street, 186.21 feet.

Said Parcels being Lots 3 and 4 shown on Plan 3570-D, Sheet 1.

All of said boundaries, except the Street and Road Lines, and the water line, are determined by the Court to be located as shown on Plan 3570-D, Sheet 1, drawn by Brown, Moynihan & Assoc., Inc., Surveyors, dated February 1976, as approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed with Certificate 1719.

B. LOT NO. 6.

Westerly by state highway Route 7, 1375.84 feet as shown on Plan 3570-E, Sheet 1 of 2, filed with Certificate 4924;

Northerly by Lot 3 as shown on said Land Court Plan 3570-D, 224.12 feet;

Easterly by Lot 4 as shown on said Land Court Plan 3570-D, 143.00 feet;

Northerly by said Lot 4, 170.00 feet;

Westerly by said Lot 4, 303.26 feet;

Northerly by Plunkett Street, 297.53 feet;

Easterly by land now or formerly of Edwards Spencer, 1462.76 feet;

Easterly by Lot 7 shown on said Land Court Plan 3570-E, Sheet 2 of 2, 440.85 feet;

Southerly by said Lot 7, 644.24 feet;

Southerly by land now or formerly of Margaret Erskine W. Westinghouse, 400.10 feet;

Westerly by said land of Margaret Erskine W. Westinghouse, 653.07 feet;

Southerly by said land of Margaret Erskine W. Westinghouse, 621.72 feet.

Said Parcel being Lot 6 as shown on Plan 3570-E, Sheet 1 of 2.

Harrison B.
Wetherill, Jr.

Attorney at
Law

1785 Massachu-
setts Avenue,
N.W. Washing-
ton, D.C.
20036

Location of Premises: Route 7 and Plunkett Street
Lenox, Massachusetts

All of said boundaries, except the Street and Road Lines, and the water line, are determined by the Court to be located as shown on Plan 3570-E, Sheet 1, drawn by Robert G. Brown & Associates, Inc., Surveyors, dated June 1980, as approved by the Court, filed in the Land Registration Office, a copy of which is filed with Certificate 4924.

So much of the above-described land as is included within the limits of the Town Road as shown on said Plan is subject to its use as a part of the same by all persons lawfully entitled thereto in and over the same.

Said Parcels are subject to the flowage rights set forth in the following named instruments; a deed given by Collins Hall to Isaac Ball et al dated July 5, 1832, recorded with Berkshire Middle District Deeds Book 82, Page 70, a deed given by Isaac Ball et al to Joseph Childs dated August 1, 1835, recorded as aforesaid Book 88, Page 217, a certificate by the Smith Paper Company dated October 3, 1889, recorded as aforesaid Book 267, Page 509, and a deed given by John D. Bryant et al Trustees to Edith N. Wharton dated June 29, 1901, recorded as aforesaid Book 313, Page 308.

Said parcels are also subject to certain easements for maintenance of telephone and water lines set forth in a deed from The Center Incorporated to NATIONAL TRUST FOR HISTORIC PRESERVATION IN THE UNITED STATES.

UNDER AND SUBJECT to an easement containing the following covenants, said covenants being deemed to run as a binding servitude, in perpetuity, with the land, to do and to refrain from doing upon the Premises each of the following stipulations:

1. Without the express prior written permission of the Grantor, no construction, alteration, or remodeling or any other thing shall be undertaken or permitted to be undertaken on the subject Premises which would affect the exterior surfaces (including without limitation, exterior walls, roofs, porches and chimneys) of the main house, gate house or stable as described in the photographs attached hereto and incorporated herein as Exhibit A or which would adversely affect the structural soundness of the Premises; provided, however, that the replacement, reconstruction, repair, repainting or refinishing of existing parts or elements of the Premises, damage to which has resulted from casualty loss, deterioration, or wear and tear, shall be permitted, provided it is performed in a manner which would not adversely affect the exterior of the existing main house, gate house or stable

Harrison B.
Etherill, Jr.

Attorney at
Law

185 Massachusetts
Avenue,
W., Washing-
ton, D.C.
20036

Location of Premises: Route 7 and Plunkett Street
Lenox, Massachusetts

nor materially alter the appearance of those structures. In all events, the Grantee, in painting the exterior of the buildings on the Premises, agrees to obtain the prior written consent of the Grantor, signed by a duly authorized representative thereof, as to the quality and color of paint to be used. Grantee may restore to its original condition and appearance the exterior sash, trim and exterior doors to the extent that the original condition and appearance can be determined through graphic, written and physical evidence. Grantee agrees at all times to maintain the Premises herein described and the exterior appearance (including without limitation, exterior walls, roofs, porches and chimneys) of the buildings in a good and sound state of repair.

2. Without the prior written approval of the Grantor:

a. No building or other structure shall be built or maintained on the Premises other than those buildings or structures which are, as of this date, located thereon, which may not be extended or added to;

b. The Premises shall be used only for residential and/or theatrical purposes and for purposes incidental thereto including public presentation of theatrical performances and related educational activities. No industrial use and no other commercial uses shall be carried out on the property.

c. There shall be no construction of permanent or paved parking areas on the Premises.

d. No telephone or other utility poles other than those currently existing shall be constructed on the Premises.

e. No sandblasting will be permitted in cleaning or repair of any exterior surface of any building or structure on the property.

Harrison B.
Wetherill, Jr.

Attorney at
Law

1785 Massachu-
setts Avenue,
N.W., Washing-
ton, D.C.
20036

Location of Premises: Route 7 and Plunkett Street
Lenox, Massachusetts

f. Premises shall not be divided nor ever devised or conveyed except as a unit;

g. No dumping of trash, rubbish or other unsightly or offensive materials visible from a public right of way or other residence shall be permitted on the Premises.

h. No clean cutting of trees shall occur upon the Premises. Woodlands shall be managed in accordance with sound forestry practices. Trees may be selectively cut in a manner as will not alter the character of such land as woodland.

3. Grantee hereby agrees that representatives of Grantor shall be permitted at all reasonable times to inspect the Premises. Inspection will be made at a time mutually agreed upon by Grantor and Grantee. Grantee will not unreasonably withhold its consent in determining a date and time for inspection.

4. In the event of a violation of any covenant, restriction or undertaking herein the Grantor may, following 10 days written notice to Grantee, institute a suit to enjoin by ex parte, temporary, and/or permanent injunction, such violation and to require the restoration of the Premises to their prior condition, or, in the alternative, representatives of the Grantor may enter upon the Premises, correct any such violation, and hold Grantee, its successors and assigns, responsible for the cost thereof. The Grantor shall also have available all legal and equitable remedies to enforce Grantee's obligations hereunder. The prevailing party in any lawsuit shall be entitled to costs and attorneys' fees as deemed reasonable by the court.

5. Grantor reserves the right to erect and maintain a suitable plaque on the Premises honoring Edith Wharton, describing the history of the building and evidencing its

Harrison B.
Wetherill, Jr.

Attorney at
Law

1785 Massachu-
setts Avenue,
N.W., Washing-
ton, D.C.
20036

Location of Premises: Route 7 and Plunkett Street
Lenox, Massachusetts

EXHIBIT A

The attachments referred to as Exhibit A have not been recorded but they are available for inspection upon reasonable request at the National Trust for Historic Preservation in the United States, 1785 Massachusetts Avenue, N.W., Washington, D.C. 20036. Exhibit A consists of twenty-one (21) eight by ten inch black and white photographs, each of which has been initialled by Grantor's Director, Endangered Properties Program and Grantee's President and Treasurer.

Harrison B.
Wetherill, Jr.

Attorney at
Law

1785 Massachu-
setts Avenue,
N.W., Washing-
ton, D.C.
20036

Location of Premises: Route 7 and Plunkett Street
Lenox, Massachusetts

ownership of the easement reserved herein. Without prior written approval of the Grantor, no sign, billboard, or other outdoor advertising structure shall be displayed on the Premises other than one sign not exceeding two feet by three feet for each of the following purposes:
(i) stating the name of the Premises and the name and address of the occupant; and (ii) advertising the Premises for sale or rental.



and seal this 1st day of July, 1980.

THE NATIONAL TRUST FOR HISTORIC
PRESERVATION IN THE UNITED STATES

By: *John Frisbee*
John Frisbee
Director, Endangered Property Program

District of Columbia, ss.

Then personally appeared the above-named John Frisbee, Director, Endangered Property Program, and acknowledged the foregoing instrument to be the free act and deed of THE NATIONAL TRUST FOR HISTORIC PRESERVATION IN THE UNITED STATES, before me,



Nora B. Morton
Notary Public

My commission expires: *July 15, 1981*

Grantee agrees that the above covenants and restrictions shall be binding upon it and its successors and assigns and that such covenants and restrictions shall be inserted by Grantee in any subsequent deed or other legal instrument by which it divests itself of title to or any interest in the Premises or any part thereof.

Harrison B.
Wetherill, Jr.

Attorney at
Law

1785 Massachu-
setts Avenue,
N.W., Washing-
ton, D.C.
20036

EDITH WHARTON RESTORATION, INC.

By: *Mitchell Berenson*
Mitchell Berenson
Its President

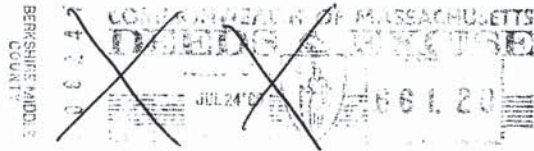
By: *Dennis Krausnick*
Dennis Krausnick
Its Treasurer

Commonwealth of Massachusetts
Berkshire, ss.

JULY 1, 1980

Then personally appeared the above-named Mitchell Berenson, President, and Dennis Krausnick, Treasurer, and acknowledged the foregoing instrument to be the free act and deed of EDITH WHARTON RESTORATION, INC., before me,

Mitchell M. Berenson
Notary Public



Location of Premises: Route 7 and Plunkett Street
Lenox, Massachusetts

Harrison B.
Wetherill, Jr.

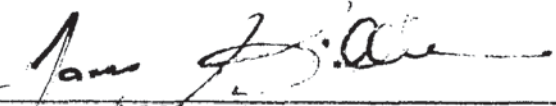
Attorney at
Law


1785 Massachu-
setts Avenue,
N.W., Washing-
ton, D.C.
20036

Redelegation of Authority
to
Director, Endangered Properties Program

Having determined that it is appropriate to carry out the purposes of the delegation of authority by resolution approved by the Executive Committee at its meeting on December 10, 1974, to the President in his capacity as chief executive officer, a certified true copy of which is attached hereto and made a part hereof, that the Director, Endangered Properties Program be authorized and empowered to make, execute and deliver all deeds, easements, agreements and other instruments required to implement the purchase by the National Trust of The Mount from The Center Incorporated and the resale of The Mount by the National Trust to Edith Wharton Restoration, Inc., such authority is hereby redelegated to the Director, Endangered Properties Program this 30th day of June, 1980.




James Biddle
President

attest: 
Will Arey
Assistant Secretary

RESOLUTION

BE IT RESOLVED, that the President in his capacity as chief executive officer of the Corporation is hereby authorized and empowered to make, execute and deliver deeds, conveying real estate belonging to the corporation; to make, execute and deliver notes evidencing obligations of the Corporation, including notes secured by mortgage covering any real estate owned by the Corporation; to enter into contracts generally; and to make, execute and deliver all instruments necessary or appropriate to carry out the corporate purposes of the National Trust, which shall be binding upon the Corporation, subject to the limitations that the following actions shall be all subject to prior approval of the Board of Trustees:

1. sale, exchange, or other disposition of real property given or bequeathed to the Corporation for retention by it;
2. acquisitions of real property or interests therein, for retention by the Corporation, by purchase, donation, or otherwise;
3. determination of the Corporation's depositories; and
4. any other action specifically required by statute or by-laws to be nondelegable and exercisable solely by said Board or by other officers of the Corporation; and

BE IT FURTHER RESOLVED, that the President is authorized to redelegate the authority herein delegated to him to such other officers and employees of the Corporation as he may deem appropriate to carry out the purposes of such delegation of authority to him, subject to such further limitations, if any, as he may determine to be appropriate.

I, Will Arey, the undersigned Assistant Secretary of the National Trust for Historic Preservation do hereby certify that the above resolution duly adopted at a regular meeting of the Executive Committee of the Board of Trustees of the National Trust for Historic Preservation held at the Decatur House, Washington, D.C. on the date of December 10, 1974, a quorum being present, is in full force and effect at this date.

IN WITNESS WHEREOF, I have affixed my official signature and the seal of the National Trust for Historic Preservation this 30th day of June, 1980.



Will Arey
Will Arey
Assistant Secretary

RECEIVED
 21 2 42 PM '80
 CLERK S
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17630

DEED

From: NATIONAL TRUST FOR
 HISTORIC PRESERVATION IN THE

UNITED STATES

To: EDITH WHARTON
 RESTORATION, INC.

Dated: July 1, 1980

MIDDLE REGISTRY DISTRICT
 BERKSHIRE COUNTY
 RECEIVED FOR REGISTRATION

2 o'clock 42 M.P.M.

JUL 24 1980

Noted on Certificate No. 5211
 In Registration Book 23 Page 276

Attest *Margaret P. Bacon*
 Assistant Recorder

Certificate 5211, Book 23 Page 276

PRESERVATION RESTRICTION

The parties to this agreement are the COMMONWEALTH OF MASSACHUSETTS, by and through the MASSACHUSETTS HISTORICAL COMMISSION, which has an office at 80 Boylston Street, Boston, Massachusetts, 02116, hereinafter referred to as the Commission, and Edith Wharton Restoration, Inc., hereinafter referred to as the Grantor.

For good and valuable consideration the Grantor grants and the Commission accepts the following preservation restrictions on the property described as lot nos. 3, 4 and 6 on pages 2 and 3 of the attached Exhibit A.

These preservation restrictions are set forth so as to ensure the preservation of the architectural and historical integrity of The Mount, so called, located at Plunkett Street, Lenox, Massachusetts, which premises have been listed on the National Register of Historic Places under the provisions of the National Historic Preservation Act of 1966 (80 Stat. 915) and/or the State Register of Historic Places. Architectural and historical integrity shall be defined as those significant characteristics which originally qualified the building for entry in the National Register of Historic Places and/or State Register of Historic Places.

PRESERVATION RESTRICTIONS

1. Maintenance of Premises: The Grantors^{its heirs, successors, or assigns,} agrees to assume the total cost of continued maintenance, repair, and administration of the premises so as to preserve the architectural and historical integrity of the features, materials, appearance, workmanship, and environment for a period in perpetuity from the date of execution of this instrument in a manner satisfactory to the Commission. Nothing herein shall prohibit the Grantor from seeking financial assistance from any sources available to him.

2. Maintenance of Grounds: The Grantor agrees that the grounds around said building be maintained in a landscaped environment consistent with the historical character of the buildings. Nothing herein shall prohibit the parking on part of the premises of registered operating motor vehicles in use by the owner or occupants or visitors to the premises.

3. Inspection: The Grantor agrees that the Commission may inspect the premises from time to time during the length of the restrictions to ensure that the Grantor is in compliance with reasonable standards of maintenance and administration.

4. Alteration: The Grantor agrees that no alteration shall be made to the exterior or interior of the buildings unless (a) clearly of minor nature and not affecting architectural and historical values, (b) the Commission has previously determined that it will not seriously impair architectural and historical values after reviewing plans and specifications submitted by the Grantor, or (c) required by casualty or other emergency promptly reported to the Commission.

5. Duration: The burden of these preservation restrictions, enumerated in paragraphs 1 through 5, shall run with the land in perpetuity and be binding upon future owners of an interest therein.

6. Enforcement: The right of enforcement of these restrictions shall be as provided in G.L. c. 184, section 32, as it may be amended from time to time.

7. Endowment Fund: The Grantor agrees to establish a restricted endowment fund of not less than \$17,667 for the sole and exclusive purpose of maintaining the premises in an historically accurate fashion. The Grantor may withdraw from the fund the annual interest including any unused accumulated interest provided that such funds are used solely for the physical maintenance of the historic structures on the premises. Endowment funds shall not be used to defray administration and operating expenses. The Grantor shall not invade the principal of said fund without the prior written consent and approval of the Commission. The Grantor or its successors and assigns shall submit each year to the Commission its annual audit report documenting the receipts and disbursements of said fund within 12 months after fiscal year end. Upon the sale or transfer of the premises, the Grantor shall transfer the aforementioned endowment fund to its successors and assigns subject to the above expressed restrictions. If due to changed circumstances, there is a joint determination between the Grantor or its successors and the assigns, and the Commission to terminate the fund, the proceeds, including principal and accumulated interest shall be expended solely for the physical maintenance of the grant assisted historic structures on the premises, provided prior approval is obtained from the Commission.

8. Incorporation of NTHP preservation restrictions: The covenants and restrictions contained in paragraphs one through five on pages three through six of the Deed between the National Trust for Historic Preservation in America and the Edith Wharton Restoration, Inc. dated July 1, 1980 and attached hereto as Exhibit A are hereby incorporated herein as if fully set forth herein. In the event of any discrepancy between the covenants and restrictions contained in this instrument and those in Exhibit A, those contained in Exhibit A shall be controlling.

9. Obligations of the Commission: The Commission in no way assumes any obligation for maintaining, repairing, or administering said buildings or premises.

10. Recording: The Grantor shall record this Preservation Restriction in the appropriate registry of deeds and shall immediately transmit to the Commission a copy of the recorded Preservation Restriction. Certificate 5212.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal this
26th day of September, 19 85

Edith Wharton Restoration, Inc.

By: Thomas S. Hayes

Thomas S. Hayes, its President
COMMONWEALTH OF MASSACHUSETTS

Berkshire SS
September 26, 19 85

Then personally appeared the above named Thomas S. Hayes and acknowledged the foregoing instrument to be the free act and deed of him as President of Edith Wharton Restoration, before me,
Inc.

Rita T. Paysan

Notary Public

Rita T. Paysan, Notary Public

My commission expires - 12/29/89

APPROVAL BY MASSACHUSETTS HISTORICAL COMMISSION

The undersigned Executive Director of the Massachusetts Historical Commission hereby certifies that the foregoing preservation restrictions have been approved pursuant to Massachusetts General Laws, Chapter 184, Section 32.

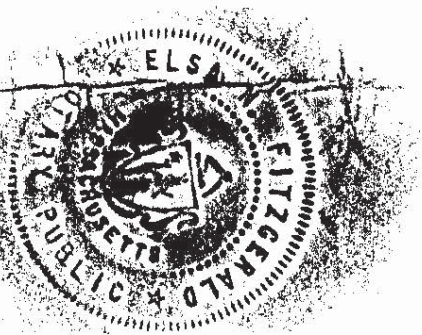
Valerie Talmage
Valerie A. Talmage
Executive Director
Massachusetts Historical Commission

COMMONWEALTH OF MASSACHUSETTS

Suffolk
June 7, ss, 19 *85*

Then personally appeared the above named Valerie A. Talmage, Executive Director and Secretary, and acknowledged the foregoing approval to be the free act and deed of the Massachusetts Historical Commission, before me,

Elsa H. Fitzgerald
Notary Public
My Commission expires
November 3, 1989



19145

RECEIVED
REGISTRY OF DEEDS
PITTSFIELD, MASS.

SEP 27 10 54 AM 1985

FEE 2.00 CLERK 2

AGREEMENT

Commonwealth of Massachusetts by
Massachusetts Historical Commission and
Edith Wharton Restoration, Inc.

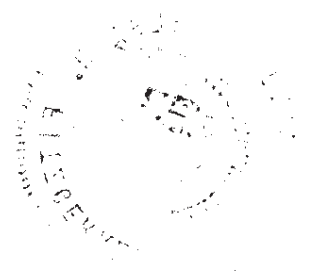
MIDDLE REGISTRY DISTRICT
BERKSHIRE COUNTY
RECEIVED FOR REGISTRATION

10 o'clock 54 m ELH

SEP 27 1985

Noted on Certificate No. 52194
In Registration Book 23 Page 280
Attest W. S. O'Brien
Assistant Recorder

Certificate 52194 to
James J. O'Brien
West Barnstable MA
October 22, 1985



Property Location: Route 7, Laurel Lake Road, and Summer Street,
Lenox and Lee, MA

AMENDED AND RESTATED DEED OF EASEMENT

THIS AMENDED AND RESTATED DEED OF EASEMENT, made this 17th day of October, 2011 by and between David G. Carver, Trustee of the Scarafoni Associates Nominee Trust, pursuant to the First Amended and Restated Declaration of Trust, dated December 31, 1984 and recorded in the Berkshire County Middle District Registry of Deeds at Book 1112, Page 626, and hereinafter called the Grantor, and the National Trust for Historic Preservation in the United States, hereinafter called the Grantee.

WITNESSETH

WHEREAS, Grantor is the owner in fee simple of certain real property hereinafter described, situated in Berkshire County, Massachusetts (the "Easement Property"); and

WHEREAS, the Easement Property has scenic, natural, and aesthetic value in its present state as a natural area which has not been subject to development or exploitation; and

WHEREAS, Grantee was the owner of an adjoining historic property, which is identified in the records of the Land Court in the Berkshire Middle District Registry of Deeds as Lot 6 shown on Plan 3570-E, Sheet 1 of 2, filed with Certificate 4924, which property is known as "The Mount", and which is listed on the National Register of Historic Places, and which is now owned by Edith Wharton Restoration, Inc.; and

WHEREAS, Grantee remains interested in The Mount through certain covenants and restrictions it holds on The Mount which are identified in the Deed from the National Trust for Historic Preservation in the United States to Edith Wharton Restoration, Inc. dated July 1, 1980 and

LAND COURT DOCUMENT # 37758
PAGE 1 OF 7

registered with Berkshire Middle Registry District of the Land Court as Land Court Document No. 17030, and this Amended and Restated Deed of Easement is hereby stated to be for the benefit of the Grantee and its successors and assigns;

WHEREAS, a predecessor to Grantor in title granted a conservation easement over the Easement Property to the Grantee, dated July 1, 1980 and recorded in the records of the Land Court in the Berkshire Middle District Registry of Deeds as Document number 17027 (the "Conservation Easement"); and

WHEREAS, Grantor desires hereby to amend, restate, and reaffirm, in full substitution, the Conservation Easement over the Easement Property, all as set forth herein, thereby restricting and limiting the use of said property, on the terms and conditions and for the purposes hereinafter set forth, and Grantee is willing to accept such easement; and

WHEREAS, Grantor and Grantee recognize the scenic, natural, and aesthetic value of the property in its present state, and have, by the conveyance of the Conservation Easement to the Grantee the common purpose of conserving the natural values of said property, preserving the natural character of said property, and preventing the use or development of said property for any purpose or in any manner which would conflict with the maintenance of said property in its scenic, natural, and wooded condition; and

WHEREAS, the Conservation Easement is also for the protection and benefit of the historic property, The Mount, formerly owned by the Grantee and now owned by Edith Wharton Restoration, Inc., subject to the above referenced covenants and restrictions held by the Grantee;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and in further consideration of the mutual covenants, terms, conditions, and restrictions hereinafter set forth, Grantor hereby amends, restates and reaffirms unto Grantee, its successors and assigns forever, the Conservation Easement with the nature and character and to the extent hereinafter set forth with respect to the lands of the Grantor situated in Berkshire County, Massachusetts, more particularly described as follows and which is herein referred to as the Easement Property:

LAND COURT DOCUMENT # 37758
PAGE 2 OF 7

That certain parcel of land situated partly in Lenox and partly in Lee, in the County of Berkshire, Commonwealth of Massachusetts, bounded and described as follows:

Northerly by Lot 6 shown on Plan 3570-E, Sheet 1 of 2, filed with Certificate 4924, 644.24 feet;

Westerly by said Lot 6, 440.85 feet;

Northerly by land now or formerly of Edwards Spencer, 1079.25 feet;

Northerly and easterly by Laurel Lake Crossroad, 1076.87feet;

Southerly by Lot 8 as shown on said Plan, 84.60 feet;

Southeasterly by Lot 8, 576.50 feet;

Southeasterly by Lot 9 as shown on said Plan, 440 feet, more or less;

Northeasterly by Lot 9, 270 feet more or less along the shoreline, as shown on said Plan;

Westerly by Lot 9, 150 feet more or less;

Northerly by Lot 9, 143.25 feet;

Easterly by Laurel Lake Crossroad, 552.41 feet;

Southerly by land now or formerly of Margaret Erskine W. Westinghouse, 442.20 feet;

Westerly by said land of Margaret Erskine W. Westinghouse, 793.86 feet;

Southerly by said land of Margaret Erskine W. Westinghouse, 602.84 feet;

Westerly by said land of Margaret Erskine W. Westinghouse, 756.83 feet;

Said Parcel being Lot 7 as shown on Plan 3570-E, Sheet 2 of 2.

All of said boundaries, except the Street and Road Lines, and the water line are determined by the Court to be located as shown on Plan 3570-E, Sheet 2, drawn by Robert G. Brown & Associates, Inc., Surveyors, dated June 1980, as approved by the Court, filed in the Land Registration Office, a copy of which is filed with Certificate 4924.

So much of the above-described land as is included within the limits of the Town Road as shown on said Plan is subject to its use as a part of the same by all persons lawfully entitled thereto in and over the same.

Said parcel is subject to the flowage rights set forth in the following named instruments; a deed given by Collins Hall to Isaac Ball et al dated July 5. 1832. recorded with Berkshire Middle District Deeds Book 82, Page 70, a deed given by Isaac Ball aforesaid Book 88, Page 217, a

certificate by the Smith Paper Company dated October 3, 1889 recorded as aforesaid Book 267, Page 509, and a deed given by John D. Bryant et al Trustees to Edith N. Wharton dated June 29, 1901, recorded as aforesaid Book 313, Page 308.

The terms, conditions, and restrictions of the Conservation Easement are as hereinafter set forth in full substitution:

1. No building, billboard or advertising material, fence or other structure shall be erected on the property unless such structure replaces a pre-existing structure of similar size, bulk, or height.
2. There shall be no dumping of soil, ashes, garbage, waste or other unsightly or offensive material.
3. There shall be no excavation, dredging or removal of loam, gravel, soil, rock, sand, or other material nor any building of roads or other change in the general topography of the land, excepting the maintenance of existing foot trails, fire lanes, farm roads, or other such accesses.
4. There shall be no removal, destruction, or cutting of trees, shrubs, or other vegetation except as may be necessary for (a) the maintenance of existing foot trails, fire lanes, farm roads, or other such accesses, (b) the prevention or treatment of disease, or (c) other good husbandry practices approved in writing by Grantee.
5. No advertising of any kind or nature shall be located on or within the property.
6. There shall be no activities, actions, or uses detrimental or adverse to water conservation, erosion control, soil conservation, and fish and wildlife or habitat preservation.
7. Any of the above terms, conditions and restrictions may be waived at any time by the Grantee giving prior written notice to the Grantor.

In the event a violation of the terms, conditions, or restrictions is found to exist, Grantee, its successors or assigns, may, after a 15-day notice to Grantor, or his personal representatives, heirs, successors, or assigns, institute a suit to enjoin by *ex parte*, temporary and/or permanent injunction such violation, to require the restoration of the property to its prior Condition, or for damages for breach of covenant.

Grantee, its successors or assigns, do not waive or forfeit the right to take action as may be necessary to insure compliance with the terms, conditions, and purposes of this Conservation Easement by a prior failure to act.

Grantee, its successors or assigns, reserves the right to enter the property at all reasonable times for the purpose of inspecting said property to determine if Grantor, or its personal representatives, heirs, successors, or assigns, is complying with the terms, conditions, restrictions, and purposes of this Conservation Easement.

Grantor expressly reserves for itself, its successors, or assigns, the right to continue the use of the property for all purposes not inconsistent with this Conservation Easement, including, without limitation, the maintenance of hiking, riding, jogging and cross-country ski trails.

TO HAVE AND TO HOLD unto Grantee and Grantor to the use of Grantee, its successors and assigns forever. The covenants agreed to and the terms, conditions, restrictions, and purposes imposed as aforesaid shall not only be binding upon Grantor but also its agents, personal representatives, heirs and assigns, and all other successors to it in interest and shall continue as a servitude running in perpetuity with the above described land.

IN WITNESS WHEREOF, Grantor and Grantee have hereunto caused this Amended and Restated Deed of Easement to be executed on the date and year set forth above.

Signed and sealed in the
presence of:

Elizabeth C. Gooden
Witness

GRANTOR:
SCARAFONI ASSOCIATES NOMINEE
TRUST

By David G. Carver
David G. Carver, Trustee

COMMONWEALTH OF MASSACHUSETTS

Berkshire, ss.

On this 17th day of OCT, 2011, before me, the undersigned notary public, personally appeared David G. Carver, Trustee, proved to me through satisfactory evidence of identification,

LAND COURT DOCUMENT # 37758
PAGE 5 OF 7

which was personal knowledge to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily as Trustee for its stated purpose.

Elisabeth C. Goodman (seal)

Notary Public

ELISABETH C. GOODMAN

My commission expires 10/05/2012

GRANTEE:

NATIONAL TRUST FOR HISTORIC
PRESERVATION IN THE UNITED STATES

Norm M. Amodeo

Witness

By Paul W. Edmondson

Paul W. Edmondson,
Chief Legal Officer/General Counsel

DISTRICT OF COLUMBIA

City of Washington, ss.

On this 12th day of October, 2011, before me, the undersigned notary public, personally appeared Paul W. Edmondson, Chief Legal Officer/General Counsel, proved to me through satisfactory evidence of identification, which was personal knowledge to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily as the Chief Legal Officer/General Counsel of the National Trust for Historic Preservation in the United States for its stated purpose.

Leslie A. Kamrad (seal)
Notary Public

My commission expires 3-31-2013



LESLIE A. KAMRAD
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires March 31, 2013

LAND COURT DOCUMENT # 37758
PAGE 6 OF 7



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Lenox/Lee - Easement
Scarafoni Associates Nominee
Trust

David G. Carver, Trustee
to
National Trust for Historic
Preservation in the United
States

Doc: 10027758

NEDUE RESURFACING AND CONCRETE
CONCRETE OVERLAY
RECEIVED FOR REGISTRATION

Doc: Dec 17, 2011 06:06:40P
Document Fee: 75.00 Fee: 10725.4575-30
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Grantor: David Carver, Trustee of Scarafoni Associates Nominee Trust, as Declarant of the Meadow Wood Condominium, and as Trustee of The Meadow Wood Condominium Trust.

Grantee: Massachusetts Audubon Society, Inc.

Address of Premises: off Route 7 and Summer Street, Lenox, Massachusetts

For Grantor's Title, See: Berkshire Middle District Registry of Deeds Book 4827, Page 157 with Master Deed for Meadow Wood Condominium recorded in Book 4827, Page 192, as amended, and the Meadow Wood Condominium Trust recorded in Book 4827, Page 218, as amended.

Plan of Record: Berkshire Middle District Registry of Deeds Drawer R, Plan Number 17, dated August 19, 2019

CONSERVATION RESTRICTION

David Carver, Trustee of Scarafoni Associates Nominee Trust, as Declarant of the Meadow Wood Condominium, and as Trustee of Meadow Wood Condominium Trust, with an address of 37 Main Street, North Adams, MA 01247, being the sole owner, and for its permitted successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grants with QUITCLAIM COVENANTS to the MASSACHUSETTS AUDUBON SOCIETY, INC., a Massachusetts charitable corporation with a mailing address at 208 South Great Road, Lincoln, MA 01773, and its permitted successors and assigns ("Grantee"), for charitable consideration, in perpetuity and exclusively for conservation purposes, the following Conservation Restriction on a parcel of land constituting approximately 70.19 acres located in the Town of Lenox, Massachusetts (the "Premises"), which Premises is more particularly described in Exhibit A and shown as the "Woodlands Parcel" on a plan of land entitled "Meadow Wood Condominium, Fourth Amended Site Plan, Laurel Lake Cross Road, Summer Street and Route 7, Lee and Lenox MA" and prepared by Foresight Land Services dated August 5, 2019 and recorded in the Berkshire Middle District Registry of Deeds in Drawer

R, Plan Number 17 on August 9, 2019 (the "Plan"), a reduced copy of which is attached hereto in Exhibit B. Exhibits A and B are incorporated herein and attached hereto.

As it relates to the Premises, the within conveyance includes and is not limited to the assignment to Grantee and/or release by Grantor of all Development Rights held by Grantor as Declarant under the Declaration of Covenants and Restrictions of Vacation Home Use The Ponds at Foxhollow, Lee, Massachusetts as recorded in Book 1041, Page 299, as amended and restated by Amended Declaration of Covenants and Restrictions of Vacation Home Use dated April 1, 1981 and recorded on May 13, 1981 in the said Registry of Deeds in Book 1045, Page 435, as amended by the Second Amendment to Declaration of Covenants and Restrictions of Vacation Home Use dated February 16, 1985 and recorded on April 24, 1985 in the said Registry of Deeds in Book 1114, Page 1027, as amended by the Third Amendment to Declaration of Covenants and Restrictions of Vacation Home Use and recorded on January 4, 1988 in the said Registry of Deeds in Book 1220, Page 369, as amended by the Fourth Amendment to Declaration of Covenants and Restrictions of Vacation Home Use and Settlement Agreement dated June 10, 1988 and recorded on December 1, 1988 in the said Registry of Deeds in Book 1254, Page 187.

As it relates to the Premises, the within conveyance includes and is not limited to the assignment to Grantee and/or release by Grantor of all Development Rights as reserved to Grantor as Declarant under the Declaration of Restrictions, Easements and Covenants by The Center Incorporated dated November 22, 1983 and recorded in Book 1085, Page 215, as amended and restated by the Amended Declaration dated March 28, 1984 and recorded in Book 1090, Page 749, as amended by the Second Amended Declaration dated August 12, 1988, and recorded in Book 1243, Page 748, as amended by a Third Amended Declaration dated January 24, 1989 and recorded in Book 1259, Page 887 and a Fourth Amended Declaration dated June 2, 1989 and recorded in Book 1272, Page 22, (hereinafter "Declaration") including specifically the release of Grantor's rights as the Declarant to assign to any Lease Holder (as that term is defined in the Declaration) the right to construct, maintain, repair, replace the Ways and Securities Facilities, the Utility and Service Lines and the Recreational Facilities.

I. PURPOSES

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the General Laws and otherwise by law. The purpose of this Conservation Restriction is to assure that the Premises will be maintained in perpetuity and for conservation purposes, in a natural, scenic and undeveloped condition, while allowing certain activities and uses of the Premises as defined herein, and to prevent any use or change that would materially impair or interfere with its conservation and preservation values (hereinafter the "Conservation Values").

This Conservation Restriction was acquired utilizing, in part, the Conversation Land Tax Credit Program authorized under the Chapter 509 Acts of 2008 Sections 1-4 as amended by Chapter 409 Acts of 2010 Sections 4-13 of the Massachusetts General Court.

The Conservation Values include the following:

- **Open Space Preservation:** the protection of the Premises contributes to the rural, scenic and natural character of the Town of Lenox, and protects valuable resources identified in the Town's Open Space plan, including The Mount, the National Historic Landmark property that was once part of American author Edith Wharton's original estate, and The Mount's viewsheds and borders. Preservation of the Premises will expand public access to a bio-diverse natural landscape which is part of, or abutting, Edith Wharton's original estate.
- **Scenic Protection:** the Premises consist of open space valuable for their scenic beauty, and are visible to the public from over 2,000 feet of road frontage on Laurel Lake Cross Road and Route 7, public ways offering numerous scenic vistas, and the protection of the Premises will contribute to public enjoyment of the scenic values of The Mount, Edith Wharton Park, Laurel Lake and these public ways.
- **Preserving The Mount's natural beauty and historic integrity:** preservation of the Premises will protect from future development acreage along The Mount's southern border, preserving important viewsheds that are integral to The Mount's natural beauty and historic integrity.
- **Expansion of Protected Land:** the Premises are adjacent to (1) one hundred (100) acres of land under conservation easement held by the National Trust for Historic Preservation that include The Mount and its eastern viewshed and (2) fifteen (15) acres of conservation land jointly owned by the Towns of Lenox and Lee that were once part of Edith Wharton's original estate, known today as Edith Wharton Park. Preservation of the Premises will increase the amount of conserved contiguous land in this area and contribute to the ecological integrity of such conservation land.

- **Furtherance of Government Policy:**

- **BioMap II Core Habitat:** the Premises are adjacent to areas designated by the Department of Fish and Game (DFG) and The Nature Conservancy (TNC) BioMap2 as Core Habitat in the Western New England Marble Valleys ecoregion, "Core Habitat" being defined within said document as "acres that are critical for the long-term persistence of rare species and other Species of Conservation Concern, as well as a wide diversity of natural communities and intact ecosystems across the Commonwealth." (BioMap2, DFG and TNC, 2010), and the protection of the Premises will contribute to the preservation of some of the Commonwealth's most viable natural communities and habitat for rare plants and animals.
- **Living Waters:** the Premises lie within an area designated by the Executive Office of Environmental Affairs Living Waters conservation map as Core Supporting Watershed in the Housatonic River Watershed, and the protection of the Premises will contribute to the preservation of some of the Commonwealth's most important habitats for aquatic plants and animals of conservation concern.

The specific Conservation Values of the Premises including, but not limited to, the values set forth below, are documented in a report on file at the offices of the Grantee and incorporated herein by this reference ("Baseline Documentation"), which consists of documentation that the parties agree provides, collectively, an accurate representation of the Premises at the time of this grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant other than the Baseline Report, should the Baseline Report be unavailable or if it does not adequately address the issues presented.

II. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED USES

A. Prohibited Acts and Uses

Subject to the exceptions set forth herein in Section II(B), the Grantor will not perform or permit the following acts and uses which are prohibited on, above, and below the Premises:

1. Constructing, placing, or allowing to remain any temporary or permanent building, tennis court, landing strip, swimming pool, asphalt or concrete pavement, communication tower, utility pole, wind turbine, solar panel, solar array, mobile home, sign, billboard or other advertising display, or other temporary or permanent structure, trailer, vehicle, tent, shack or outbuilding or facility of any nature or description on, above or below the Premises;
2. Using or occupying any structure, trailer, vehicle, tent, shack or outbuilding as a residence, either permanently or temporarily, on the Premises;
3. Subdivision or conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), and no portion of the Premises may be used towards building or development requirements on this or any other parcel;
4. Mining, excavating, dredging, or removing from the Premises of soil, loam, peat, gravel, sand, rock, or other mineral resource or natural deposit or otherwise making topographical changes to the area;
5. Placing, filling, storing or dumping 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;
6. Cutting, removing, or otherwise destroying trees, grasses, or other vegetation;
7. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, wildlife habitat, or archaeological conservation;
8. Use, parking, or storing of vehicles including motorcycles, mopeds, all-terrain vehicles, trail bikes, boats, or other vehicles, whether or not unregistered or non-

operative, on the Premises except for public safety vehicles necessary in carrying out their official duties or as necessary for the mobility impaired;

9. Use of the Premises for more than *de minimus* commercial recreation, business, residential or industrial use of the Premises; and
10. Any other use of the Premises or activity thereon which is inconsistent with the purpose of this Conservation Restriction or which would materially impair its Conservation Values.

B. Reserved Rights and Exceptions.

The Grantor reserves the right to conduct or permit the following activities and uses on the Premises, but only if such uses and activities do not materially impair the Conservation Values or purposes of this Conservation Restriction or other significant conservation interests:

1. Parking Area. With the prior written approval of the Grantee, the right to construct, maintain, and repair and replace one (1) publicly accessible parking area surfaced with dirt or gravel, but not paved with impervious material, not to exceed three-thousand (3,000) square feet in size and for no more than fifteen (15) vehicles;
2. Wells and Water Lines. The right to maintain and use existing wells and water lines as shown in the Baseline Documentation and the right to drill new wells for agricultural activities as described in the Farm Plan (defined below in Paragraph II(B)(6)), prior to commencing work. This is provided that such new wells shall be for the sole benefit of the Grantor; and that no well or springs on the Premises shall be used for commercial purposes other than agriculture;
3. Forest Management. The right to long term forest management activities including cultivation and harvesting of timber and non-timber forest products including tree cutting, maple sugaring, agro-forestry, wildlife habitat improvement, water quality management, recreational management, soil conservation, and other forestry-related activities provided that:

- a. Grantor, or others permitted by Grantor, conducts sound silviculture on the Premises in accordance with best management practices and all recommended activities in the Massachusetts Forestry Best Management Practices Manual (Catanzaro, Fish, and Kittredge, 2013) and subsequent versions as approved by the Commonwealth, including removing of brush, pruning, selective *de minimus* cutting for non-commercial use, and cutting to prevent, control, or remove hazards, disease, insect, or fire damage, or to preserve the present condition of the Premises, including woods roads, fence lines, trails, and meadows (as shown in the Baseline Documentation); and
- b. The cutting and harvesting of trees for commercial timber production is done in accordance with a Forest Cutting Plan that is part of a Forest Management Plan, and pursuant to the Forest Cutting Practices Act under M.G.L. Chapter 132 (or successor statute), which Forest Cutting Plan and Forest Management Plan shall be prepared by a Massachusetts licensed professional forester, and designed to protect the Conservation Values of the Premises, including, without limitation, water quality, water features, scenic views, and wildlife habitat.

The Forest Management Plan shall contain sufficient information to qualify it as a forest stewardship plan under the MA Department of Conservation and Recreation's (DCR) Forest Stewardship Program, and shall be approved by DCR. All Forest Cutting Plans, Forest Management Plans, and any amendments to said Plans shall reference this Conservation Restriction and support the purposes of this Conservation Restriction. All Plans shall be submitted to the Grantee for review at least 14 days prior to any activity, but this review shall not require any approvals by the Grantee, pursuant to Section II (C). Any Forest Stewardship Plan or Forest Management Plan shall be effective for a period of ten (10) years and shall be updated or resubmitted once every ten (10) years as necessary if additional timber harvests occur. Any cutting operations pursuant to the Plans described herein shall be supervised by a licensed forester that, when feasible, shall be the licensed forester that prepared the Plan(s).

4. **Non-Native or Nuisance Species.** The removal of non-native or invasive species, the interplanting of native species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
5. **Wildlife Habitat Improvement.** With prior notice to the Grantee, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species, except that the use of biological control agents shall require the prior written approval of the Grantee;
6. **Agriculture.** In accordance with a USDA Farm Conservation Plan (hereinafter, "Farm Plan") which has been approved by the Grantee as consistent with the Purposes of this Conservation Restriction, and provided that the agricultural activities described below are in accordance with said Farm Plan and are designed to maintain or improve soil health and water quality:
 - a. the right to build and maintain farm roads to be surfaced only with pervious materials and not to exceed a width of sixteen (16) feet;
 - b. The cultivation and harvesting of crops, fruit trees, nut trees, Christmas trees, berry bushes, non-invasive ornamental trees or plants, flowers and hay, and the right to mow grass no more than twice per year (so as to not establish a lawn), reclaim fields, and create new fields for the express use as agricultural fields for the activities described herein;
 - c. the raising and grazing of livestock;
 - d. the installation of sight-pervious fencing;
 - e. the installation of irrigation infrastructure to serve only the agricultural uses of the Premises;
 - f. Any creation of new fields pursuant to this Section II(B)(6) that includes the conversion of wooded portions of the Premises shall receive prior written approval by the Grantee and shall be consistent with Section II(B)(3), as applicable;
7. **Temporary Agricultural Structures.** The right to construct, use, maintain, repair, replace, remove and relocate non-residential, temporary structures for agricultural purposes as permitted in Section II(B)(6), up to a total of 5,000 square feet, including, but not limited to: three-sided sheds, moveable chicken

coops, hoop houses, and other like temporary structures; provided that said structures shall not be served by septic disposal systems, shall not have permanent foundations and shall not substantially alter or otherwise affect the soil profile;

8. **Cut Stone Removal.** The right to remove, from time to time, cut stone from a pile located on the Premises as shown in the Baseline Documentation;
9. **Maintenance of Existing Roadways and Bridges.** The right to maintain, repair and replace existing roadways and bridges on the Premises and as shown in the Baseline Documentation, provided that all roadways shall remain unpaved;
10. **Archaeological Activities.** The right to conduct archaeological activities, including without limitation archaeological research, surveys, excavation and artifact retrieval, but only (a) after written notification to and approval by Grantee, and (b) in accordance with an archaeological field investigation plan prepared by or on behalf of the Grantor and approved in advance of such activity, in writing, by the Massachusetts Historical Commission ("MHC") State Archaeologist as required by Massachusetts General Laws. A copy of the results of any scientific investigation on the Premises is to be provided to the Grantee. Plans for restoration of the site of any archaeological activity shall be submitted to the Grantee in advance of restoration, and such restoration shall be conducted only in accordance with a plan approved by the Grantee;
11. **Safeguarding Historic and Archaeological Resources.** New construction, demolition, or rehabilitation activity in support of reserved rights and permitted uses, and any other activity in support of reserved rights and permitted uses that proposes disturbance to the surface or subsurface of the ground, shall require prior consultation by the Grantor with the Massachusetts Historical Commission (or appropriate successor official) to reach agreement on a protocol and procedures to identify, and evaluate, historical and archaeological resources in the area affected by the activity, and to implement feasible alternatives to avoid, minimize, or mitigate any adverse effects of the activity to historic and archaeological resources. Grantor and Grantee shall make every reasonable effort to prohibit any person from conducting archaeological field investigation including metal detecting, digging, or artifact collecting without prior approval of

the State Archaeologist of the MHC (or appropriate successor official), and shall promptly report any such prohibited activity to the State Archaeologist of the MHC (or appropriate successor official). Grantor and Grantee shall include the prohibition against digging, artifact collecting, or metal detecting in any list of rules for visitors to the Premises;

12. Trails. Subject to Paragraph IV, the routine maintenance of existing trails, by hand or with machines, for non-motorized, passive recreational uses, provided that such routine maintenance of trails shall be designed to avoid or minimize adverse impacts on wildlife habitat, soil and water quality, or other conservation and scenic values of the Premises. Any new trail construction or trail relocation other than those built by the Grantee pursuant to Paragraph IV, shall be subject to approval by the Grantee, and no trails may exceed a width of eight (8) feet;
13. Composting. The right to stockpile and compost stumps, tree and brush limbs, leaves, and similar biodegradable materials originating on the Premises or the Grantor's land adjacent to the Premises, provided that such stockpiling and composting is in locations where the presence of such activities will not impair the Conservation Values (including scenic values) of this Conservation Restriction. No such activities will take place closer than one hundred (100) feet from any wetland, waterbody or stream;
14. Signs. The right to post a reasonable number of regulatory or interpretive signs advising the public of Grantor's ownership of the Premises and pertinent information thereto;
15. Outdoor Passive Recreational Activities. Dispersed outdoor non-commercial passive recreational activities, including occasional recreational camping, hiking, walking, cross-country skiing, snow-shoeing and other non-motorized outdoor recreational activities that do not alter the landscape, do not degrade environmental quality, and are not prohibited herein or inconsistent with the terms or purposes of this Conservation Restriction;
16. Permits, Regulations, and Laws. The exercise of any right reserved by Grantor under this Section II (B) shall be in compliance with zoning, the Wetlands Protection Act, and all other applicable federal, state and local laws, rules,

regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit should be issued; and

17. Other Activities. All acts and uses not prohibited by Paragraph II(A) that are described in the approved Farm Plan or Forest Stewardship Plan are permissible, provided Grantor has obtained approval from Grantee pursuant to Section II(C) below and Grantee has found that such activities or uses enhance and do not impair the purposes or Conservation Values of the Premises or any other significant conservation interests and do not remove any materials or resources from the Premises.

C. Notice and Approval

1. Procedure for Notice and Approval. Whenever notice to or approval by Grantee is required, Grantor shall notify Grantee, by a method requiring proof of receipt, 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 the Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within sixty (60) days of receipt of Grantor's request. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not materially impair the purposes of this Conservation Restriction.
2. Deemed Denial. Grantee agrees to use reasonable diligence to respond to Grantor's request within sixty (60) days of delivery. Grantee's failure to respond within the sixty (60) calendar day period shall be deemed a denial of the request (hereinafter, a "Deemed Denial"). A Deemed Denial is not final or binding on Grantee, and Grantor may submit the same or a similar request for approval.

III. LEGAL REMEDIES OF THE GRANTEE

A. Legal and Injunctive Relief

The rights hereby granted to Grantee 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 their condition prior to the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction.

Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel and survey fees) incurred in enforcing this Conservation Restriction, or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall be responsible for a survey and the placement of permanent boundary markers delineating the boundaries of the Conservation Restriction.

B. Non-Waiver

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

C. Disclaimer of Liability

By acceptance of this Conservation Restriction, Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by Grantee or its agents.

D. Acts Beyond the Grantor's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. If such an event occurs the parties agree to cooperate in the restoration of the Premises, if desirable and if feasible.

IV. ACCESS

1. For Inspection and Addressing Violations. The Grantor hereby grants to the Grantee and its successors and assigns and their duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction. The Grantor also grants to the Grantee and its successors and assigns and their duly authorized agents or representatives, after notice of a violation and failure of the Grantor to cure said violation, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including, but not limited to, the right to perform a survey of boundary lines.
2. For Trail Management and Public Access. No right of access by the general public to any portion of the Premises is conveyed by this Conservation Restriction, except as follows:

By this Conservation Restriction, Grantor grants the Grantee and its successors and assigns and their duly authorized agents or representatives, the right, but not the obligation, to design, build, and manage trails for the general public. Grantor and Grantee, and its successors and assigns and their duly authorized agents or representatives, agree that the grant of this right gives rise to an immediately vested real property right that is subject to the following limitations:

- a) Trail management activities, including the design, construction, and management of trails on the Premises by the Grantee and its successors and assigns and their duly authorized agents or representatives, shall be consistent

with a written management plan (hereinafter a "Trail Management Plan") prepared by the Grantee in coordination with and approved by the Grantor, a copy of which Trail Management Plan shall be provided to the Grantor. This Trail Management Plan shall identify and designate the proposed system of trails for public access (the "Trails"), the work to be done on the Premises to create and/or ready the Trails for public access, and a description of the provisions for managing public access to and egress from the Premises in compliance with this Conservation Restriction, including descriptions of intended trail linkages, parking facilities, and regulatory signage. Grantee and its successors and assigns and their duly authorized agents or representatives, shall perform all actions necessary or desirable to maintain the Trails in accordance with the Trail Management Plan as needed for public access. Grantor's approval of the Trail Management Plan shall not be unreasonably withheld. If Grantor fails to respond within thirty (30) days after receiving the Trail Management Plan, it shall be automatically approved so long as the activities described in the Trail Management Plan are not prohibited herein, and the activities described in the Trail Management Plan will not impair the Conservation Values or purposes of this Conservation Restriction as determined by the Grantee. The public shall have the right to pass and repass by such means as are specified in the Trail Management Plan only along the Trails. Location and relocation of the Trails shall require written approval of both the Grantor and Grantee and its successors and assigns and their duly authorized agents or representatives.

- b) Except as otherwise specified in the Trail Management Plan, the public shall have the right of access to the Trails only during daylight hours for outdoor passive recreational activities such as those described in Paragraph II(B)(15).
- c) The public's right of access to the Trails shall not include a general right of access to the rest of the Premises, and shall not include the right to hunt, fish or trap on any portion of the Premises, including the Trails.
- d) The public's right of access to the Trails shall not include the right to enter onto other lands of the Grantor that are not subject to this Conservation Restriction, except that the public may access the Grantor's adjacent land shown on the plan in Exhibit B as Recreational Parcel 2, which Recreational Parcel 2 is owned in fee by the Grantor. Grantor and Grantee and its successors and assigns and their duly authorized agents or representatives intend to amend this Conservation Restriction to include the Recreational Parcel 2 within its terms,

thus protecting lands adjacent to The Mount directly in its eastern viewshed and formerly part of Edith Wharton's original estate.

- e) The public's right of access shall be effective at the date of this Conservation Restriction but Grantor may limit public access with the approval of the Grantee and its successors and assigns and their duly authorized agents or representatives until completion and opening of the proposed Trails as detailed in a Trail Management Plan pursuant to Section IV(a).
- f) Grantor and Grantee, and its successors and assigns and their duly authorized agents or representatives, shall include the prohibition against digging, artifact collecting, or metal detecting in any list of rules for visitors to the Premises.

V. EXTINGUISHMENT

A. If circumstances arise in the future such as to render the purpose of this Conservation Restriction impossible to accomplish, this Conservation Restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Secretary of Energy and Environmental Affairs. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph V(B) below, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds after complying with the terms of any gift, grant, or funding requirements. Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth herein.

B. Proceeds.

Grantor and Grantee agree that the grant of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction, determined at the time of the gift, bears to the value of the Premises as it existed immediately prior to the grant of the Conservation Restriction. Such proportionate value of the Grantee's property right shall remain constant. The distribution of any proceeds will occur only after complying with the terms of any gift, grant or funding requirements.

C. Grantor/Grantee Cooperation Regarding Public Action.

Whenever 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 the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. 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 Grantee in accordance with Paragraph V(B), above. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds like a continuing trust in a manner consistent with the conservation purposes of this Conservation Restriction.

VI. ASSIGNABILITY

A. Running of the Burden

The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Execution of Instruments

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantor appoints the Grantee its attorney-in-fact to execute, acknowledge, and deliver any such instruments on the Grantor's behalf. Without limiting the foregoing, the Grantor agrees to execute any such instruments upon request.

C. Running of the Benefit

The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except in the following instances:

As a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out; that the Assignee is not an owner of the fee in the Premises, and the Assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts. Any assignment will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VII. SUBSEQUENT TRANSFERS

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which Grantor divests it of any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee not less than twenty (20) days prior to the execution of such transfer. Failure to do either shall not impair the validity or enforceability of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

The Grantor shall not be liable for violations occurring after Grantor's ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

VIII. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within thirty (30) days, execute and deliver to the Grantor any document, including an estoppel certificate, which certifies – to the extent true - the Grantor's compliance or non-compliance with any obligation of the Grantor contained in this Conservation Restriction.

IX. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not

grant, and the Grantee agrees that it will not take title to any part of the Premises without having first assigned this Conservation Restriction to a non-fee owner that is qualified under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts in order to ensure that merger does not occur and that the Conservation Restriction continues to be enforceable by a non-fee owner.

X. AMENDMENT

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the General Laws of Massachusetts. Any amendments to this conservation restriction shall occur only in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the conservation purposes of this Conservation Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs and, if applicable, shall comply with the provisions of Article 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Berkshire Middle District Registry of Deeds.

XI. DISSOLUTION OF GRANTEE

In the event of the dissolution or other legal termination of a Grantee, or if a Grantee at any time is disqualified under law to hold this Conservation Restriction and the Grantee has failed to assign this Conservation Restriction pursuant to Section VI(C), then the benefits and responsibilities of the Conservation Restriction shall be offered to

a qualified conservation organization or public body or agency, as a court of competent jurisdiction shall direct.

XII. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative Approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and it has been recorded in the Berkshire Middle District Registry of Deeds. The Grantee shall record this instrument in a timely manner in the Berkshire Middle District Registry of Deeds.

XIII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing with a receipt showing service, addressed as follows:

To Grantor: Mr. David Carver, Trustee,
Scarafoni Associates Nominee Trust
37 Main Street
North Adams, MA 01247

To Grantee: Massachusetts Audubon Society, Inc.
208 South Great Road
Lincoln, MA 01773

or to such other address as either party from time to time shall designate by written notice to the other or, if returned to sender, that is reasonably ascertainable.

XIV. GENERAL PROVISIONS

(a) Controlling Law. The interpretation and performance of this Conservation Restriction shall be governed by the laws 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 Grantee to effect the purposes of this Conservation Restriction and the policy and

purposes of Massachusetts General Laws Chapter 184, Sections 31-33. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes 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 or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Restriction shall not be affected thereby.

(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) Homestead. By Grantor's signature hereto, the Grantor hereby waives and subordinates to this Conservation Restriction all M.G.L. c. 188 rights of Homestead. All of Grantor's Homestead rights and benefits in the fee remain except to the extent they are hereby waived and subordinated to this Conservation Restriction. The Grantor further attests by Grantor's signature hereto that there is no spouse, former spouse, or child of a trustee or beneficiary of the Grantor trust who has or intends to have any right of Homestead in the Premises.

(f) Pre-existing Public Rights. Approval of this Conservation Restriction pursuant to Chapter 184, Section 32 of the Massachusetts General Laws by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

(g) Subordination. The Grantor shall record at the appropriate Registry of Deeds simultaneously with this Conservation Restriction all documents necessary to subordinate any mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

(h) No alteration or variation of this instrument shall be valid or binding unless contained in an Amendment that complies with Paragraph X.

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

Attached hereto and incorporated herein are the following:

Signatures:

Grantor: Mr. David Carver, Trustee of Scarafoni Associates Nominee Trust, Declarant of Meadow Wood Condominium and Trustee of Meadow Wood Condominium Trust

Grantee: Massachusetts Audubon Society, Inc.

Approval of Board of Selectmen of the Town of Lenox

Approval of Secretary of Energy and Environmental Affairs

Exhibits:


Exhibit A: Legal description of the Premises


Exhibit B: Reduced Copy of Recorded Plan of the Premises

GRANTEE ACCEPTANCE

The above Conservation Restriction from Mr. David Carver, Trustee of Scarafoni Associates Nominee Trust, as Declarant of Meadow Wood Condominium and as Trustee of Meadow Wood Condominium Trust is accepted this 5th day of November, 2019.

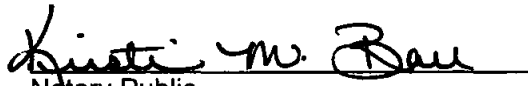
MASSACHUSETTS AUDUBON SOCIETY, INC.

By: 
Gary R. Clayton, President

By: 
Bancroft R. Poor, Assistant Treasurer
and Chief Financial Officer

COMMONWEALTH OF MASSACHUSETTS
Middlesex, ss.

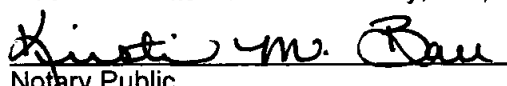
On this 5th day of November, 2019, before me, the undersigned notary public, personally appeared Gary R. Clayton, proved to me through satisfactory evidence of identification, which was my personal knowledge of the principal's identity, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as President for Massachusetts Audubon Society, Inc., a corporation.

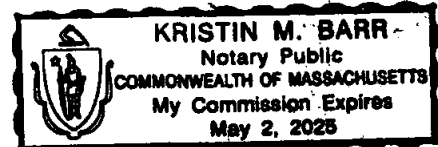

Notary Public
My Commission Expires: May 2, 2025



COMMONWEALTH OF MASSACHUSETTS
Middlesex, ss.

On this 5th day of November, 2019, before me, the undersigned notary public, personally appeared Bancroft R. Poor, proved to me through satisfactory evidence of identification, which was my personal knowledge of the principal's identity, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as Assistant Treasurer and Chief Financial Officer for Massachusetts Audubon Society, Inc., a corporation.


Notary Public
My Commission Expires: May 2, 2025

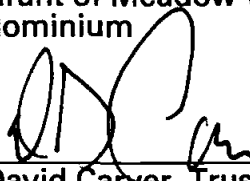


IN WITNESS WHEREOF Grantor and the Grantee have set their hands under seal on the day and year first above written.

GRANTOR



Mr. David Carver, Trustee of
Scarafoni Associates Nominee Trust,
Declarant of Meadow Wood
Condominium



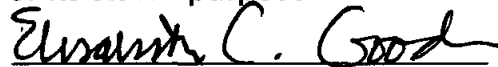
Mr. David Carver, Trustee of
Scarafoni Associates Nominee Trust
as Trustee of Meadow Wood
Condominium Trust

COMMONWEALTH OF MASSACHUSETTS

Berkshire,ss.

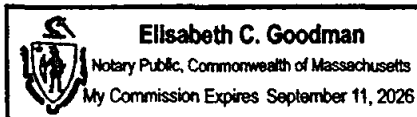
Oct. 29, 2019

Then personally appeared the above-named Mr. David Carver, Trustee of Scarafoni Associates Nominee Trust, Declarant of Meadow Wood Condominium and Trustee of Meadow Wood Condominium Trust and proved to me through satisfactory evidence of identification, which was personal knowledge to be the person whose name is signed on the preceding document and acknowledged to me that he signed it voluntarily as Grantor, for its stated purpose.



Notary Public

My Commission Expires: 9-11-2026



APPROVAL BY TOWN OF LENOX BOARD OF SELECTMEN

We, the undersigned members of the Board of Selectmen of the Town of Lenox, being duly sworn, certify that the following is a true copy of the vote taken by this Board of Selectmen at its duly called meeting on Nov 6 2019, and that said vote has not been rescinded.

Voted to approve the Conservation Restriction to the Massachusetts Audubon Society, Inc., over land of Mr. David Carver, Trustee of Scarafoni Associates Nominee Trust, as Declarant of Meadow Wood Condominium and as Trustee of Meadow Wood Condominium Trust, in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Subscribed and sworn to this 6th day of November, 2019.

Edward P. Lane

Edward Lane, Chairman, Board of Selectmen

Neal Maxymillian, Selectman

Warren E. Archey, Selectman

David Roche

David Roche, Selectman

Marybeth Mitts

Marybeth Mitts, Selectman

COMMONWEALTH OF MASSACHUSETTS

BERKSHIRE, ss.
2019

November 6.

Then personally appeared before me the above-named Edward P. Lane, David Roche, Marybeth Mitts, and _____, and proved to me through satisfactory evidence of identification, which was known to me, to be the persons whose names are signed on the preceding document and each acknowledged to me that he/she signed it voluntarily as a Selectman for the Town of Lenox, for its stated purpose.



Kerry L. Sullivan

Notary Public
My Commission Expires:



KERRY L. SULLIVAN
Notary Public
Commonwealth of Massachusetts
My Commission Expires
June 1, 2023

**APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from Mr. David Carver, Trustee of Scarafoni Associates Nominee Trust, as Declarant of Meadow Wood Condominium and as Trustee of Meadow Wood Condominium Trust, to Massachusetts Audubon Society, Inc. has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: November 26, 2019

K. Theoharides

KATHLEEN A. THEOHARIDES

Secretary of Energy and Environmental

Affairs

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this 26th day of November, 2019, before me, the undersigned notary public, personally appeared KATHLEEN A. THEOHARIDES, and proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Denise Pires

Notary Public

My Commission Expires: 12/28/23

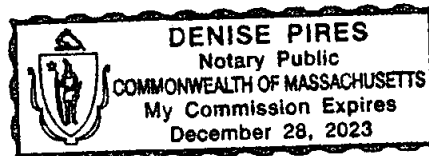
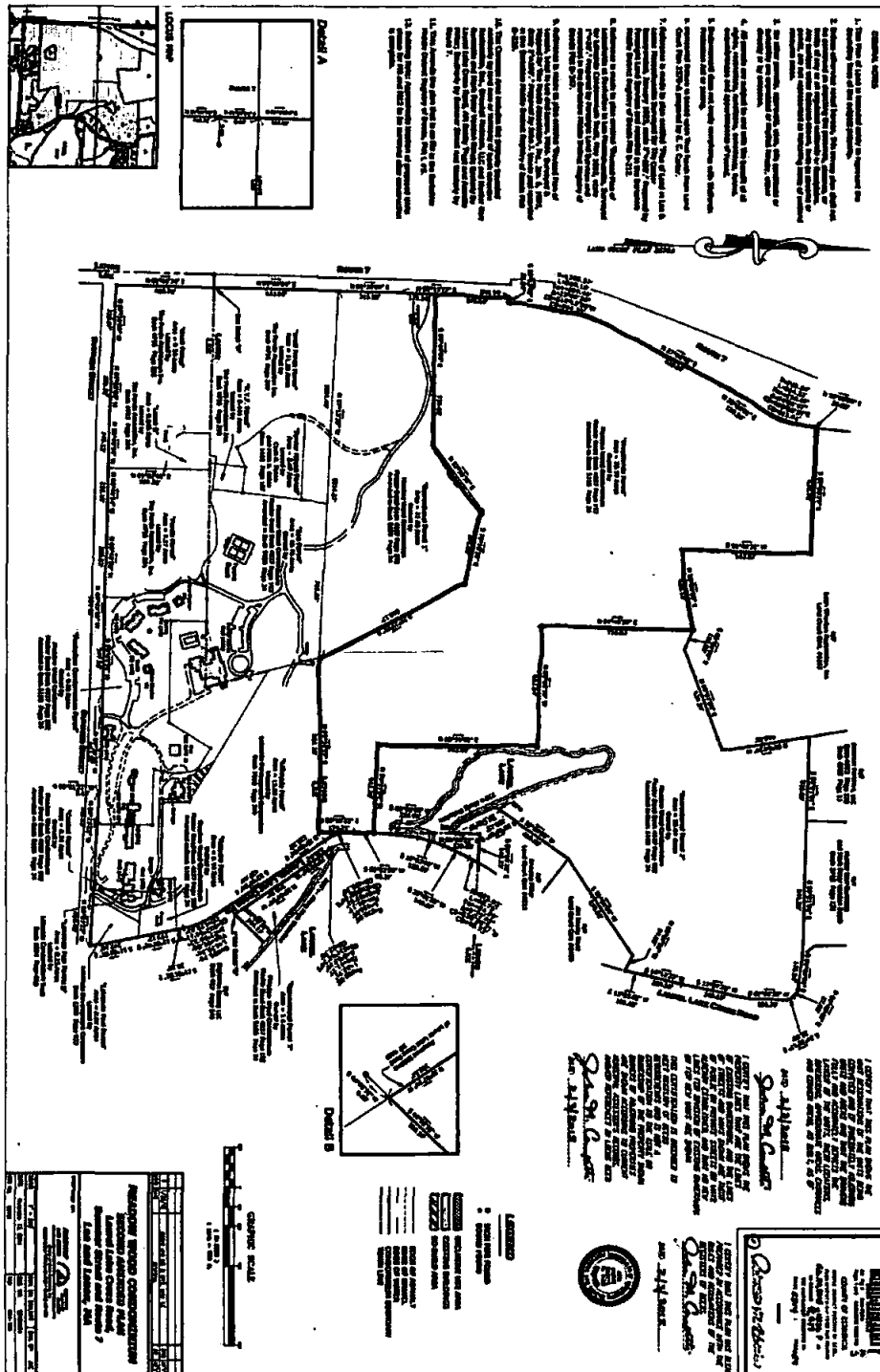


Exhibit A – Description of the Premises

The land subject to this Conservation Restriction, herein referred to as the Premises, is shown on the recorded survey plan referenced below:

The Premises subject to the Conservation Restriction is shown as the 70.19-acre "Woodlands Parcel" on the plan entitled "Meadow Wood Condominium, Fourth Amended Site Plan, Laurel Lake Cross Road, Summer Street and Route 7, Lee and Lenox MA" and prepared by Foresight Land Services dated August 5, 2019 and recorded in the Berkshire Middle District Registry of Deeds in Drawer R, Plan Number 17 on August 9, 2019. A reduced copy of said plan is attached hereto as Exhibit B.

Exhibit B - Reduced Copy of Plan of the Premises - SEE FULL SIZE PLAN IN DRAWER R #17



Tab 8

Letters of Support



October 11, 2023

Town of Lenox Community Preservation Committee

I am delighted to provide this letter outlining The Mount's participation in the Mass Cultural Council's Universal Participation Initiative, the organization's commitment to creating access, and the work that has been done illustrating organizational readiness.

Organizations joining the Universal Participation Initiative (the UP Initiative) are provided with peer learning opportunities in Universal Design practices that embrace the aspirations of the Americans with Disabilities Act (ADA). The outcomes result in the development of Access Plans with priorities, evaluations, and improvement goals as determined by the institution and its human and financial capacity. Upon completion of courses, distinct funding is made available for 5 years to build sustainable accessible systems and services.

The Mount joined the UP Initiative in 2016. With a renewed understanding of Universal Design and the keen navigation of preservation and accessibility by their leadership, The Mount has been persistently improving on its vision to be Open to All. Both iterative and responsive, their Access work has included simple solutions to seating during house tours as well as more extensive adaptations in ground surfaces and motorized transit. With patronage to the estate exceeding 70k, The Mount has recognized the need to creatively provide safe and equitable experiences for the rich variety of humans visiting.

The work proposed now would provide ease of access to The Mount's Italian Garden, benefiting wheelchair users and folks with walking, pace, or stamina limitations. Integrated access to the Garden, besides a legislative obligation, would provide any visitor with the reflective, sensory experience one finds in gardens tended or wild. The Mount's continued improvements have been noted in annual accessibility reports and this next step to adapt the landscape will be welcomed by all visitors, residents, members, and supporters of this treasured green respite.

I am always eager to learn how The Mount is activating access and thrilled to learn of this new endeavor.

Charles G. Baldwin
Program Officer, Cultural Equity and Access Initiatives
Mass Cultural Council
charles.baldwin@mass.gov
617-858-2739



October 19, 2023

Town of Lenox Community Preservation Committee
6 Walker Street
Lenox, MA 01240

Dear Members of the Community Preservation Committee,

I am writing to support the application from The Mount, Edith Wharton's Home, to the Town of Lenox Community Preservation Committee (CPC) for a community preservation grant. The Mount's proposed project seeks to enhance access and maintain the outdoor recreational spaces at The Mount, including the historic Italian Garden and the extensive public trail network.

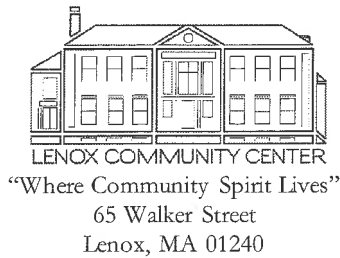
The Italian Garden at The Mount, finished with the money Edith Wharton earned from her first best-seller *The House of Mirth*, is an integral part of The Mount's grounds. However, it is currently inaccessible to wheelchair users. Their proposal will make the garden wheelchair accessible, enabling all visitors to view the garden in its entirety and through Wharton's own vision.

In addition, The Mount is requesting funding to renew its extensive network of trails. These trails are open to the public and are a popular, invaluable year-round destination for outdoor recreation for Lenox residents. Dedicated maintenance of these trails will ensure their consistent availability while preserving a significant natural resource.

I urge the CPC to fund The Mount's plans for preserving and enhancing access to the trails and gardens which, as you know, have been open to the public for free daily since 2020. The Mount is a symbol of historic Lenox, and its gardens and trails are treasures to our community.

Sincerely,

Rev. Liz Goodman
Pastor, Church on the Hill



October 18, 2023

Lenox Community Preservation Committee
6 Walker Street
Lenox, MA 01240

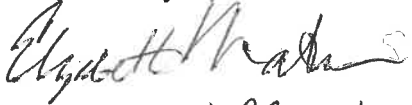
Dear Members of the Committee,

I am writing in support of The Mount's application for CPC funding to maintain and make more safe and accessible the historic gardens and trail system that connects The Mount to Laurel Lake.

The Mount's plan to make the historic Italian garden wheelchair accessible will directly benefit many members of the local community, providing a valuable source of publicly available recreation to community members with mobility concerns who will be able to enjoy more fully enjoy the beauty of Wharton's designed landscape. In addition, funding to support the preservation and maintenance of the trails benefits all members of the Lenox community, many who walk The Mount on a weekly or even daily basis.

Most importantly, The Mount's dedication to these outdoor spaces fulfills the goal of the Town and the CPC to protect and preserve sites of outdoor recreation in the town. The Mount's connected gardens and wooded trails are an invaluable resource for the community, and their dedication to making this resource available for free signifies their commitment to serving their community.

Thank you for your consideration,


Elizabeth Maturovich
Services Coordinator LCOA
413 637 5535

Tab 9

Recent Press

https://www.berkshireeagle.com/opinion/letters_to_editor/letter-kudos-to-the-mount/article_6340227a-6858-11ee-bda8-eff1e6a16488.html

Letter: Kudos to The Mount

Oct 12, 2023

To the editor: How fortunate for Berkshire residents and visitors to have The Mount, such an outstanding historical house with gardens and trails so close and accessible.

I feel fortunate to summer in the area and to walk/hike on the paths through the woods and to enjoy all the beauty, the events and meeting up with other visitors and their dogs along the way.

Kudos to Susan Wissler and Patricia Pin and the entire staff for making it all happen and improving every year. I understand that with additional funding, The Mount will become completely Americans with Disabilities Act approved.

Bobbi Litt, Coral Gables, Fla.

TRAVEL

We're going to Lenox this fall. (Again.) Here's why you should, too.

By **Diane Bair and Pamela Wright** Globe correspondents, Updated September 29, 2023, 6:00 a.m.



Hunter Cannon clears leaves off the lawn of the stables at The Mount in Lenox in 2020. BEN GARVER/ASSOCIATED PRESS

The pressure to make every summer weekend special is over, hooray. You know what that means: No more checking the weather app every hour to see if Mother Nature will finally deliver a beach day, or madly filling the car with boogie boards and Cape Cod chips at the first sign of sunshine, or feeling guilty if you “waste” a day staying home and

One of the early Berkshires "cottages," Seven Hills Inn in Lenox sits on beautifully manicured grounds adjacent to Edith Wharton's The Mount. DAVID LYON

Museums + ghost stories

We came, we shopped, we ate ... what else? Museums, of course. Lenox has an intriguing line-up, including author Edith Wharton's stately historic house and gardens, The Mount (adults, \$20; www.edithwharton.org). For a seasonal twist, add some spine-tingling tales to your visit to The Mount and book a ghost tour (\$30). You can also book a ghost tour at Ventfort Hall Mansion & Gilded Age Museum (adults, \$18; ghost tour, \$30; www.gildedage.org), one of the approximately 75 "cottages" built in Lenox in the late 19th century. This remarkably renovated Jacobean Revival-style mansion was built in 1893 for Sarah Morgan, the sister of financier J.P. Morgan. Ghost tours at Ventfort Hall are led by Robert Oakes, author of "Ghosts of the Berkshires" and a new book for young readers, "The Ghostly Tales of the Berkshires."

ARCHITECTURE + DESIGN

18 of America's Best Historic Homes to Visit

From Thomas Jefferson's Monticello estate in Virginia to artist Frederic Edwin Church's home in the Hudson River Valley, these structures are as beautiful as they are significant in U.S. history

By Elizabeth Stamp

June 15, 2020





Photo: Getty Images/Raymond Boyd

6/18

Langston Hughes House (New York)

The top floor of the Italianate brownstone on East 127th Street in Manhattan's Harlem neighborhood was home to the acclaimed poet, playwright, and novelist Langston Hughes for the last 20 years of his life. The 1869 building was where the Harlem Renaissance leader wrote *I Wonder As I Wander* and *Montage of a Dream Deferred*. It was listed on the National Register of Historic Places in 1982, and from 2016 to 2019 it was home to the I, Too Arts Collective.



Photo: Sarah Kenyon

7/18

The Mount (Lenox, Massachusetts)

Author Edith Wharton took inspiration from Belton House in England, as well as French and Italian influences, when designing the house and grounds at the Mount, which was built with architects Ogden Codman, Jr., her coauthor of the book *The Decoration of Houses*, and Francis L.V. Hoppin. Wharton lived and worked there for 10 years before she and her husband, Teddy, sold the property in 1911. The Mount

was declared a National Historic landmark in 1971 and is now a cultural center dedicated to Wharton's life and work.



Photo: Courtesy of the Thomas Jefferson Foundation at Monticello

8/18

Monticello (Charlottesville, Virginia)

Thomas Jefferson began construction on his plantation, Monticello, in 1769 and found inspiration in the work of Andrea Palladio, as well as in ancient and Renaissance architecture. He later enlarged and remodeled the house beginning in 1796. The 43-room estate was Jefferson's home until his death in 1826. Monticello is now a UNESCO World Heritage Site and museum, where visitors can view exhibitions about Jefferson, the estate, and the enslaved people who lived and worked there.

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HOUSES DECORATION GARDENS RECIPES TRAVEL TOP 100 THE LIST VIDEO SHOPPING 1

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TRAVEL

At home with Jane Austen and Lord Byron: famous writers' houses you can visit in the UK and beyond

We take a tour of the beautiful places that inspired the literary greats...

By Thomas Barrie

20 February 2023

It's often no wonder some of our literary heroes created such beautiful works, given that they lived in such amazing houses. Case in point: Thomas Hardy's Dorset cottage is the stuff of dreams. Got a taste for the gothic? Take a trip to North Yorkshire and explore Haworth Parsonage, [where the Brontë sisters lived](#) and wrote. Even if you're stranded in the city you don't have to miss out: Charles Dickens' Bloomsbury home makes for an atmospheric afternoon that can be topped off with a visit to the courtyard tearoom. So, pack a novel or two for the train, and join us on our book lover's tour of the UK (and a few further afield)...



14/15



Edith Wharton: The Mount, Lenox, Massachusetts, USA

In 1903, Edith Wharton wrote of her latest creative endeavour: “I am amazed at the success of my efforts...This place, every line of which is my own work, far surpasses *The House of Mirth*.” She was describing The Mount, her Georgian-inspired manor house set in 113 rolling acres in Massachusetts. Infused with French, Italian and English traditions, Wharton’s home was the perfect enunciation of the author’s lifelong passion for design, architecture and landscape gardening.

edithwharton.org

WEDDINGS

NEWS

This Couple Had an Elegant Celebration at a Lenox Estate

Edith Wharton's former estate, the Mount, hosted a lovely, garden-inspired wedding.

by **SIMONE MIGLIORI** • 1/3/2023, 12:51 p.m.

Delivering the latest in style, inspiration, helpful tips and tricks, and everything else you need to know to plan the perfect New England wedding.

EMAIL ADDRESS

SUBSCRIBE



Photo by Alex Gordias Photography

Kirsten Yerger and Ryan Mitchell hit it off instantly when they first met in 2017 but didn't know if they'd ever see each other again. Kirsten was on a girls' trip to Atlanta, where Ryan lived, when they met through mutual friends. As fate would have it, they'd end up crossing paths several times over the next few months, and they eventually decided to date long-distance. "We were so compatible with how we liked to spend time with friends and enjoy life," Kirsten says.

Kirsten had always known she wanted to get married in the Berkshires, where her mom grew up and where her family spends time. So, after Ryan proposed during a sunset sail on Lake Michigan in July 2020, they set the date for a romantic and elegant celebration at the



Photo by Alex Gordias Photography

THE VENUE

Exciting Free Entertainment Coming to Boston This Season

Kirsten had driven past the Mount many times while visiting family in Lenox over the years and dreamed about having her wedding there one day. “The gardens were just so beautiful and inspiring for a ceremony, and [the venue] really showcases the natural beauty of the Berkshires,” Kirsten says.



Photo by Alex Gordias Photography

THE WEATHER

Ahead of Kirsten and Ryan’s wedding day, forecasts were predicting heavy rain with potential hail and flooding. The couple wasn’t sure if their outdoor ceremony would go ahead as planned, but 15 minutes before it was set to begin, the skies cleared, and they decided to go for it. “We were able to complete the ceremony, and then the second it was over, it started raining. It was one of the most memorable moments I think I’ll ever have in my life,” Kirsten says.



Photo by Alex Gordias Photography

THE CEREMONY

Ryan's best friend from childhood officiated the couple's ceremony, which took place in the property's French Flower Garden. Kirsten and Ryan wrote and exchanged a set of custom vows they'd written together. "One of the lines was about how we want to fill our lives with adventure and our homes with laughter, and I think that was really spot on," the bride says.



Photo by Alex Gordias Photography

BRIDESMAID DRESSES



Photo by Alex Gordias Photography

FLORALS

The bride wanted the floral arrangements to feel organic and garden-inspired. She opted for a neutral palette for her bouquet, which featured scabiosa, garden roses, and ranunculus, but incorporated more vibrant colors for the reception centerpieces to add a lively, celebratory feel to the space.



Photo by Alex Gordias Photography

The couple's escort cards were placed atop glasses of sweet-pea lemonade. "We wanted something bright in color and in taste that would be refreshing for our guests when they came in," the bride says.



Photo by Alex Gordias Photography

CAKE

Kirsten and Ryan cut their small display wedding cake privately to keep the party going uninterrupted. They then served guests lemon tarts, chocolate espresso tarts, strawberry rhubarb crisps, and cake truffles.



Photo by Alex Gordias Photography



Photo by Alex Gordias Photography

Band
Clique

Caterer
Mezze Catering

Flowers
Sweet Pea's Florist

Makeup

Nellie Marie Artistry

Nails

SickNails69

Planner

Exquisite Events

Rentals

Classical Tents and Party Goods

Videographer

Estoria Wedding Films

Violinist

Cate Byrne





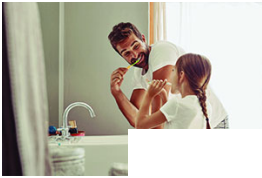
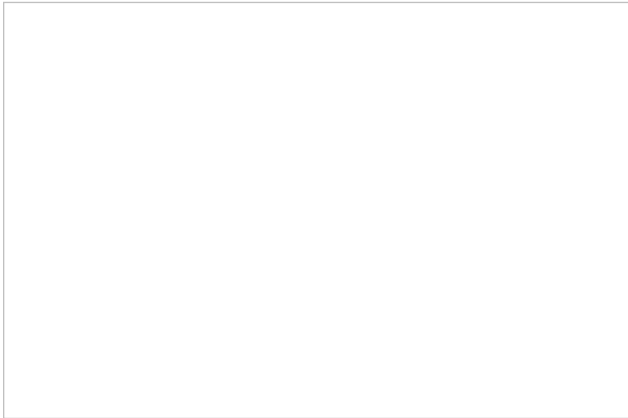
Photo by Alex Gordias Photography

Getting married? Start and end your wedding planning journey with Boston Weddings' guide to the best *wedding vendors* in the city.

Read More About:

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- Real New England Weddings
- The Berkshires
- The Mount
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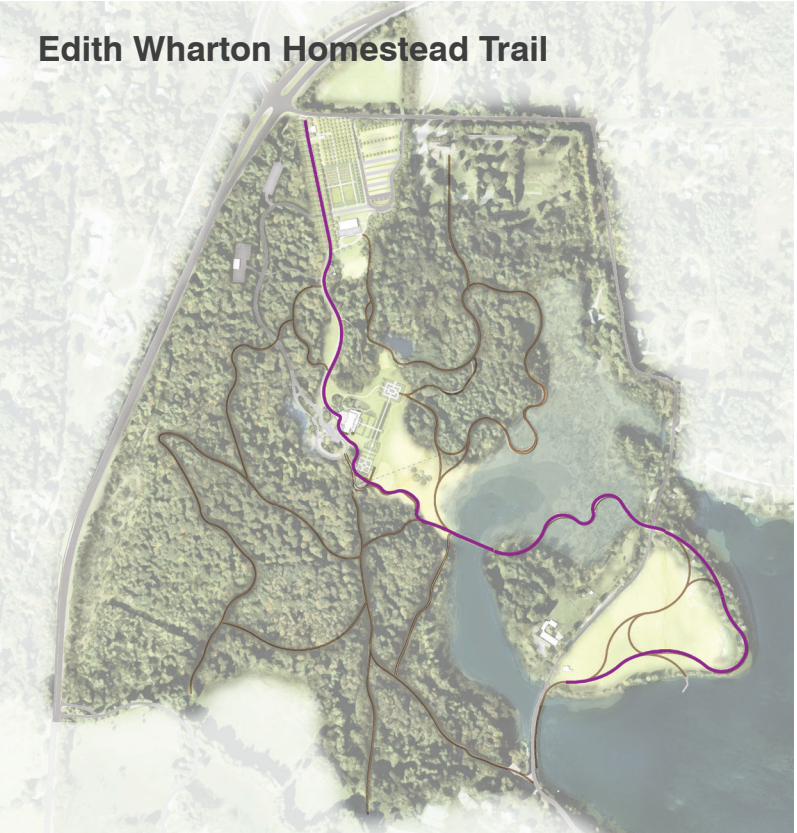
Best of Boston Weddings 2022

Tab 10

Trail Maps

Trails and Loops

The Mount has several existing trails of varying conditions throughout its woods with few outlets to the historic core grounds. Through carefully connecting existing spurs and laying out new paths in areas of interest, four main loops arise. The Edith Wharton Homestead trail travels through the historic core of the property, and then crosses the Beaver Pond bridge and brings the traveler first to the site of Wharton’s small boathouse, and finally to the original Farmhouse. The Conservation Area trail is the longest, passing through both CR areas and looping south through Edith Wharton Park. For a slightly more difficult hike, visitors can try the Woodlands Trail, which takes one along the historic carriage trails that wind through the woods between The Mount and the former Westinghouse Estate. Lastly, the Wetlands Trail navigates the Beaver Pond and the shores of Laurel Lake, bringing visitors through four distinct wetland types.





Lightly used trails through woodland



Well-used trails



Unique rock formations



Historic carriage trails, no signage



Possible vernal pool

Tab 11

Photos of The Mount grounds signage



Information

THE MOUNT
State Park

Welcome

You Are Here

THE MOUNT
State Park

Land Acknowledgment

Recognizing the Lenape People

THE MOUNT
State Park

Free Audio Tours

Listen on your own or with a group

THE MOUNT
State Park

Visitas de audio gratuitas

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THE MOUNT
State Park

Map of Mount State Park

2023 Early Closings

THE MOUNT
State Park

Obelisk Trail

Obelisk Lake of Obelisk

THE MOUNT
State Park

Obelisk Lake of Obelisk

Obelisk Lake of Obelisk

THE MOUNT
State Park

Obelisk Lake of Obelisk

Obelisk Lake of Obelisk



THE MOUNT

EDITH WHARTON'S HOME

ADMISSION

- Adults: \$20
Seniors (65+): \$18
Students with ID: \$13
18 and under: Free
Military with ID: \$10

Admission includes self-guided
or guided tours of the house

Check at Ticketbooth for tour times
or reserve online.

Grounds are open daily from dawn to dusk
except for posted early closings.



*For tickets, tours and events:
EdithWharton.org

