

# **HOUSE . . . . . No. 4853**

---

---

## The Commonwealth of Massachusetts

---

HOUSE OF REPRESENTATIVES, July 30, 2018.

The committee on Ways and Means, to whom was referred the Bill relative to the release of certain land in Rowley from operation of an agricultural covenant (House, No. 4759), reports recommending that the same ought to pass with an amendment substituting therefor the accompanying bill (House, No. 4853).

For the committee,

JEFFREY SÁNCHEZ.

**HOUSE . . . . . No. 4853**

---

**The Commonwealth of Massachusetts**

**In the One Hundred and Ninetieth General Court  
(2017-2018)**

An Act relative to the release of certain land in Rowley from operation of an agricultural covenant.

*Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:*

1           SECTION 1. Notwithstanding any other or general or special law to the contrary, but  
2 subject to section 22 of chapter 20 of the General Laws, for a reasonable sum to be paid by The  
3 Herrick Farm Trust as determined by the commissioner of agricultural resources, the  
4 commissioner may execute a certificate of release of a certain portion of land subject to the  
5 agricultural covenant held by the department on behalf of the commonwealth over land owned  
6 by The Herrick Farm Trust, recorded with the Essex South County registry of deeds in book  
7 29886, page 350. For purposes of this act, The Herrick Farm Trust shall include successors in  
8 title, heirs and assigns as the context shall require. Said land to be released from the agricultural  
9 covenant covers approximately 2.0 acres, and is shown as Parcel A, consisting of 72,364 square  
10 feet in area, and Lot 2, consisting of 14,756 square feet in area, on a plan entitled “Plan of Land  
11 in Rowley, MA, Property of The Herrick Farm Trust and Paul D. & Cynthia H. Lucia,” Scale 1”  
12 – 4 0’, dated March 30, 2017, prepared by Donohoe Survey Inc., 363 Boston St., Topsfield, MA,

13 which is recorded in the Essex South County registry of deeds in plan book 459, plan 24. Said  
14 Parcel A and said Lot 2 are more particularly described as follows:

15 PARCEL A

16 A parcel of land on the southeasterly side of Dodge Road in the town of Rowley is  
17 bounded and described as follows:

18 Beginning at the northeast corner of the parcel at Dodge Road; thence  
19 S00°03'20"E by Lot 1 a distance of four hundred (400.00) feet; thence  
20 N89°05'59"W by Lot 2 a distance of forty one (41.00) feet; thence  
21 N01°47'37"W by Lot 2 a distance of one hundred fifty (150.00) feet; thence  
22 N04°59'38"E by Lot 2 a distance of two hundred twenty (220.00) feet to Dodge Road;  
23 thence  
24 N40°49'41"E by Dodge Road a distance of forty (40.00) feet to the point of beginning.

25 LOT 2

26 A parcel of land on the southeasterly side of Dodge Road in the town of Rowley is  
27 bounded and described as follows:

28 Beginning at the northeasterly corner of the parcel at Dodge Road; thence  
29 S04°59'38"W by Parcel A a distance of two hundred twenty (220.00) feet; thence  
30 S01°47'37"E by Parcel A a distance of one hundred fifty (150.00) feet; thence

31 S89°05'59"E by Parcel A a distance of forty one (41.00) feet; thence  
32 S63°21'39"E by Lot 1 a distance of two hundred thirty eight and 94/100 (238.94) feet;  
33 thence  
34 S63°17'00"W a distance of one hundred forty four and 53/100 (144.53) feet; thence  
35 N70°39'25"W a distance of one hundred forty eight and 69/100 (148.69) feet; thence  
36 N41°05'25"W a distance of two hundred four (204.00) feet; thence  
37 N02°47'45"E a distance of one hundred forty four (144.00) feet to Dodge Road, the  
38 previous four courses being by land of The Herrick Farm Trust; thence  
39 N35°07'46"E by Dodge Road a distance of one hundred ninety five and 32/100 (195.32)  
40 feet; thence  
41 N40°49'41"E by Dodge Road a distance of fifty four and 68/100 (54.68) feet to the point  
42 of beginning.

43 The commonwealth and its agents and assigns, shall retain, as ancillary to, and for the  
44 benefit of the land remaining under restriction of the agricultural covenant, an easement and right  
45 of way to pass and repass for a 2 year period, on foot and by vehicle on all roadways, farm roads,  
46 and bridges now existing or hereafter constructed on the land released under this section, for any  
47 purposes set forth in the original agricultural covenant as hereby amended.

48 As a condition of the release authorized in this section, The Herrick Farm Trust shall pay  
49 to the department of agricultural resources a monetary amount as determined by the  
50 commissioner. Monies received by the commonwealth for release of the agricultural covenant

51 under this section shall be held in in trust by the department, to be expended only to acquire new  
52 agricultural covenants.

53 SECTION 2. As a condition precedent to the release of the approximate 2.0 acres of land  
54 from the agricultural covenant authorized pursuant to section 1, The Herrick Farm Trust and the  
55 commissioner shall execute and record an amendment of the original agricultural covenant in  
56 order to extend the current restriction for an additional 2 years on a certain parcel of 1.2504  
57 acres, being the subject of litigation captioned “Cynthia H. Lucia vs. David S. Herrick,  
58 Individually and as Trustee of the Herrick Farm Trust, Essex County Docket No. 12-2353B”, the  
59 farm’s only source of drinking water for the dairy operation, owned by The Herrick Farm Trust.  
60 The 1.2504 acre parcel lies adjacent to other restricted farmland owned by The Herrick Farm  
61 Trust off Mill road and Dodge street in the town of Rowley, and is as shown as Lot 2 on a plan  
62 entitled “Plan of Land in Rowley, MA, Property of David S. Herrick, Trustee, The Herrick Farm  
63 Trust, Scale 1” – 50’, June 17, 1995”, revised and recorded with the Essex South County registry  
64 of deeds in plan book 301, plan 79. The 1.2504 acre parcel is more particularly described as  
65 follows:

66 LOT 2

67 A parcel of land on the northeasterly side of Mill Road in the town of Rowley is bounded  
68 and described as follows:

69 Beginning at the westerly corner of the parcel at Mill Road; thence

70 N55°21’26”E a distance of two hundred seventy nine and 24/100 (279.24) feet; thence

71 S05°01’09”E a distance of two hundred ninety (290.00) feet; thence

72           S43°59'47"W a distance of one hundred twenty five (125.00) feet to Mill Road, the  
73 previous three courses being by land of The Herrick Farm Trust; thence

74           N42°50'34"W by Mill Road a distance of one hundred sixty three and 64/100 (163.64)  
75 feet; thence

76           N29°39'52"W by Mill Road a distance of one hundred fifteen and 18/100 (115.18) feet to  
77 the point of beginning.

78           SECTION 3. Except as authorized to be amended by this act, the original agricultural  
79 covenant referenced in section 1 shall remain in full force and effect.