



2014 00057235

Bk: 52493 Pg: 340

Page: 1 of 6 06/30/2014 10:25 AM WD

**THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS
DIVISION OF CONSERVATION SERVICES**

**Local Acquisitions for Natural Diversity (LAND) PROGRAM
(Formerly the Self-Help Program)**

PROJECT AGREEMENT

Made this 21st day of January, 2014, between the **City of Worcester**, with an address of 455 Main St., Worcester, MA 01608, hereinafter referred to as the **PARTICIPANT**, and the Commonwealth of Massachusetts acting by and through the Secretary of the Executive Office of Energy and Environmental Affairs, hereinafter referred to as the **COMMONWEALTH**, with an address of 100 Cambridge St., Suite 900, Boston, MA, 02114.

Premises: Approximately 13.69+/- acres of land including any buildings thereon located at Harrington Way, in the City of Worcester, Worcester County, Massachusetts. For Participant's Title, see;

Book /Page 52476 / 346 or

Land Court Certificate _____.

In the _____ County Registry of Deeds /
Land Court Registry District

WHEREAS, the PARTICIPANT has established a Conservation Commission under Massachusetts General Laws Chapter 40, § 8C and has made application to the COMMONWEALTH for assistance under the Massachusetts Local Acquisitions for Natural Diversity Program (LAND) pursuant to Massachusetts General Laws Chapter 132A, § 11, as amended, for a project briefly described as follows: **Worcester LAND #13: This project shall consist of the acquisition in fee simple of 13.69± acres of land located in the City of Worcester, known as the Ecotarium West project, for permanent conservation and passive recreation purposes, by the City of Worcester, hereinafter referred to as the PROJECT.**

WHEREAS, the COMMONWEALTH has reviewed said application and found the PROJECT to be in conformance with the purposes of Massachusetts General Laws

145 Harrington Way
Worcester, Mass

Chapter 132A, § 11, as amended, and the LAND Program policies and regulation, 301 CMR 5.00.

WHEREAS, the COMMONWEALTH has approved said application and has obligated certain funds in the amount of **three hundred twenty-nine thousand dollars (\$329,000)** which funds are authorized and subject to 2008 Massachusetts Acts and Resolves, Chapter 312.

WITNESSETH:

1. The COMMONWEALTH and the PARTICIPANT mutually agree to perform the terms and conditions of this Agreement in accordance with the Massachusetts LAND Program, its policies and applicable statutes and regulations, including 301 CMR 5.00, Massachusetts General Laws Chapter 132A, § 11, as amended, Massachusetts General Laws Chapter 40, C 8C, and 2008 Massachusetts Acts and Resolves , Chapter 312, §2A Account 2000-7013: local acquisition for natural diversity (LAND) grant program.
2. The PARTICIPANT agrees to perform the PROJECT described above by authorizing its CONSERVATION COMMISSION to manage, maintain, and operate the PROJECT in accordance with the terms, conditions and obligations contained in the PARTICIPANT'S application(s), as approved, including any promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, and assurances made a part thereof, and the PARTICIPANT'S award letter, and furthermore, in accordance with any special terms and conditions attached to and incorporated in this Agreement. No significant deviations from the PROJECT shall be undertaken without advance approval by the COMMONWEALTH.
3. The PARTICIPANT agrees that the facilities of the PROJECT shall be open to the general public and shall not be limited to residents of the PARTICIPANT. The PARTICIPANT shall prominently display on the PROJECT a sign, designated by the COMMONWEALTH, which sets forth the terms of public access and indicates that the PROJECT received LAND funds.
4. The PARTICIPANT hereby covenants and agrees that the Project, including the property and any and all associated facilities and improvements, shall be devoted to conservation and passive recreation purposes in perpetuity, within the meaning of Article 97 of the Commonwealth's Declaration of Rights, and shall not be used for other purposes or otherwise disposed of except in accordance with the provisions of said Article 97. The PARTICIPANT hereby agrees that any property or facilities comprising the PROJECT will not be used for purposes other than those stipulated herein or otherwise disposed of unless the PARTICIPANT receives the appropriate authorization from the General Court, and the approval of the Secretary of Energy & Environmental Affairs.
5. The PARTICIPANT further agrees that, in the event the property or facilities comprised by the PROJECT are used for purposes other than those described herein, the PARTICIPANT shall provide other property and facilities of equal value and utility to be available to the general public for conservation and recreational purposes provided that the equal value and utility and the proposed

use of said other property and facilities is specifically agreed to by the Secretary of Energy & Environmental Affairs.

6. Failure by the PARTICIPANT to comply with the terms and conditions of this Agreement or the policies or regulation of the LAND Program may, at the sole option of the COMMONWEALTH, suspend or terminate all obligations of the COMMONWEALTH hereunder.
7. PARTICIPANT and COMMONWEALTH acknowledge that the benefit desired by the COMMONWEALTH from the full compliance by the PARTICIPANT is the existence, protection, and the net increase of conservation land, and furthermore that such benefit exceeds to an immeasurable and unascertainable extent the dollar value of the funding provided by this Agreement. The PARTICIPANT agrees that payment of money damages by the PARTICIPANT to the COMMONWEALTH would be an inadequate remedy for a breach of this Agreement by the PARTICIPANT, and, therefore, the COMMONWEALTH may enforce the terms and conditions of this Agreement by requiring specific performance of the PARTICIPANT'S obligations
8. The PARTICIPANT agrees to record a copy of this agreement at the appropriate Registry of Deeds or Land Court Registry District and to provide proof of such recording to the COMMONWEALTH. Said proof of recording of this Project Agreement shall include evidence that the Project Agreement has been marginally noted on or permanently referenced to any prior deed, restriction, conveyance or other instrument affecting the Project area. Failure to do so shall not impair the validity or enforcement of this agreement.

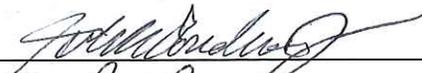
COMMONWEALTH OF MASSACHUSETTS

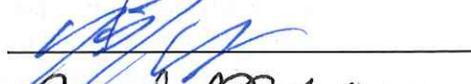
PARTICIPANT

BY 
for Richard K. Sullivan Jr., Secretary
Or Designee
Executive Office of Energy and
Environmental Affairs

BY 
City Manager
City of Worcester

DATE: 1/27/14

BY Conservation Commission
City of Worcester




DATE: 12/09/2013

Attach hereto evidence of authority to execute this contract on behalf of the **PARTICIPANT**. In the case of a municipality, a certified copy of the vote or votes of the governing body authorizing the **PROJECT**, appropriating municipal funds therefor, and authorizing execution of this Project Agreement by the Officer, Board, or Commission whose signature(s) appears above.

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, ss

December 9, 2013

On this 9 day of December, 2013, before me, the undersigned Notary Public, personally appeared Stephanie Wood, in her capacity as chairwoman of the city of Worcester Conservation Commission, who proved to me through satisfactory evidence of identification which was Mass Drivers License to be the person whose name is signed on the herein document and acknowledged to me that she signed it voluntarily for its stated purpose on behalf of the Conservation Commission.

Deborah D. Steele

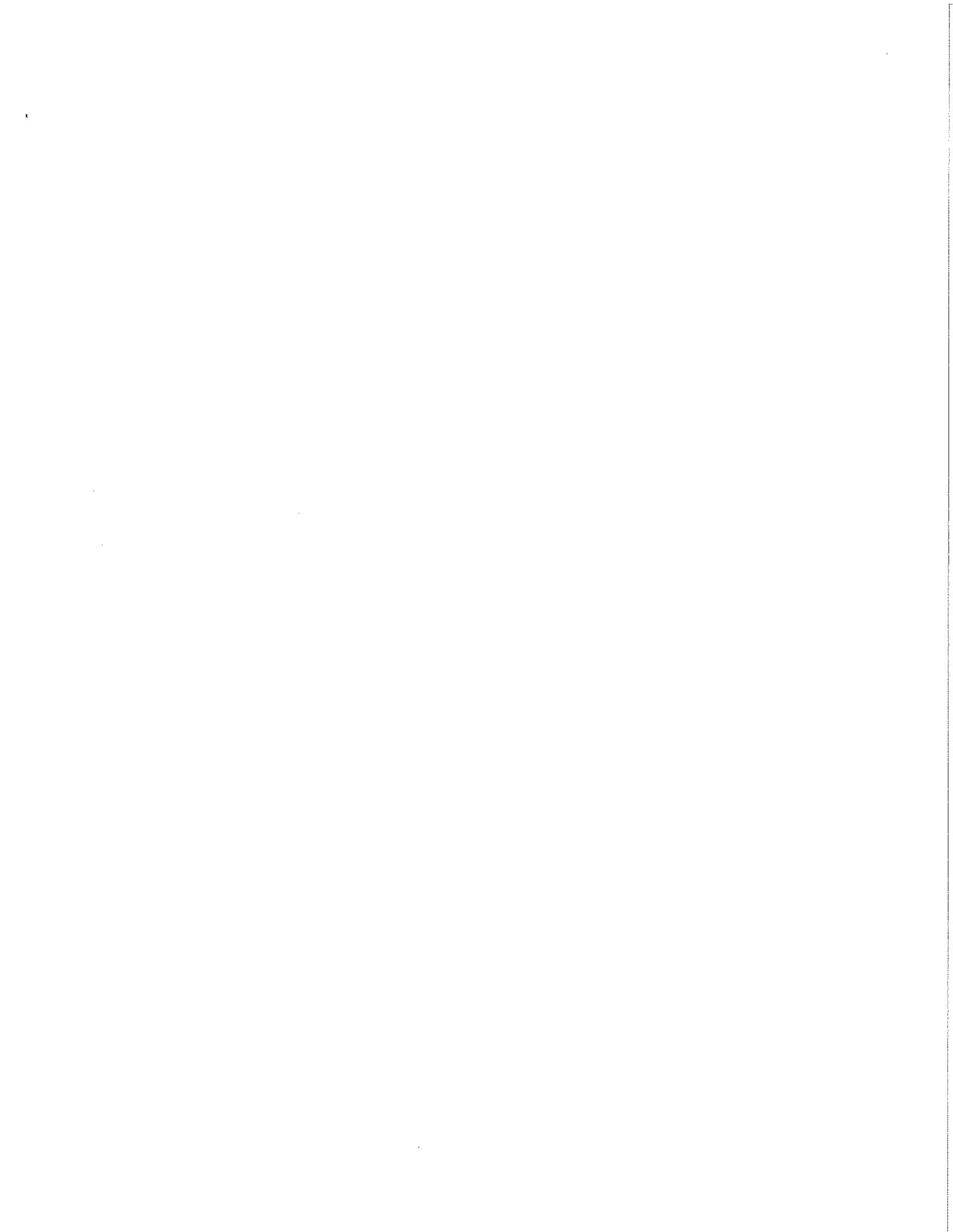
Print Name

Notary Public

My Commission Expires:



DEBORAH D. STEELE
Notary Public
Commonwealth of Massachusetts
My Commission Expires July 4, 2019



COMMONWEALTH OF MASSACHUSETTS

WORCESTER, ss

January 15, 2014

On this 15th day of January, 2014, before me, the undersigned Notary Public, personally appeared Edward M. Augustus, Jr., in his capacity as City Manager of the City of Worcester, who proved to me through satisfactory evidence of identification which was Personal Knowledge to be the person whose name is signed on the herein document and acknowledged to me that he signed it voluntarily.



Jeannie Michelson
Notary Public
My Commission Expires:



JEANNIE M. MICHELSON
Notary Public
Commonwealth of Massachusetts
My Commission Expires
July 24, 2020



ATTEST: WORC. Anthony J. Vigliotti, Register