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Grantor: Worcester Natural History Society d/b/a Ecotarium
Grantees: City of Worcester, and Greater Worcester Land Trust, Inc.
Property address: Northern Portion of 145 Harrington Way, Worcester,
 Massachusetts
Title Reference: Book 5415, Page 340

CONSERVATION RESTRICTION

Worcester Natural History Society d/b/a Ecotarium, a Massachusetts nonprofit corporation with a mailing address of 222 Harrington Way, Worcester, Massachusetts 01613, together with its successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, and for consideration of three hundred thousand dollars (\$300,000.00), hereby grants, with quitclaim covenants, to the City of Worcester, Massachusetts, having an address of City Hall, 455 Main Street, Worcester, Massachusetts, acting by and through its Conservation Commission, by authority of MGL c. 40, §8C, and the Greater Worcester Land Trust, Inc., a Massachusetts nonprofit corporation having a usual place of business at 4 Ash Street, Worcester, Massachusetts 01608, together with their successors and permitted assigns ("Grantees") in perpetuity and exclusively for conservation purposes, a conservation restriction having the terms and conditions hereinafter set forth (the "Conservation Restriction") on certain land located in the city of Worcester, Worcester County, Massachusetts, containing approximately 6.3 acres, more or less, said land being more particularly described in Exhibit A attached hereto (the "Premises") and shown as "Remaining Land" on Exhibit B, which is also a plan recorded in Worcester District Registry of Deeds, Plan Book 907, Plan No. 48. For Grantor's title, see the deed recorded in the Worcester District Registry of Deeds, Book 5415, Page 340.

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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. Its purpose is to assure that the Premises will be retained in perpetuity and for conservation purposes in their present natural, scenic and open condition, and to prevent any use of the Premises that would materially impair or interfere with the conservation values thereof. The conservation and permanent protection of the Premises will yield a significant public benefit by promoting the following conservation interests:

A. Conservation Value and Buffer: Providing a relatively natural area offering a diversity of habitats for plants and animals. Conservation of the Premises will not only preserve habitat, but will also serve as a natural buffer to adjacent 51.2 acre Crow Hill area protecting it from potential direct and indirect impacts of development;

B. Public Use: Providing open space for public enjoyment, and will be open to the general public for educational purposes, hiking, birdwatching, passive outdoor recreation, and similar uses;

C. Public Education: Promoting environmental education of the City's natural resources for the visitors of the Ecotarium, Worcester's public North High School students, the surrounding neighborhood, and others, by providing a readily accessible educational resource, as well as a public access point to the adjacent 51.2 acre Crow Hill area¹ held by the Worcester Conservation Commission;

D. Scenic Values: Providing access to a variety of natural habitats such as a forest and brushy meadow;

E. City's Goals:

- a. Addressing the City's 2013 Open Space & Recreation Plan's Goal 1: Enhance Natural and Cultural Resources
- b. Addressing the City's 2013 Open Space & Recreation Plan's Goal 7: Improve Open Space System Connectivity
- c. Addressing a long-standing, high priority open space preservation need, recognized as one of Worcester's "Top Ten" open space areas in 1987 by the Worcester City Council.

¹ Crow Hill - ~29.0 acres
Crow Hill Savannah - ~8.5 acres
Crow Hill North - ~13.7 acres

II. ACTS AND USES PROHIBITED OR PERMITTED.

A. Prohibited Acts and Uses. Except as otherwise provided herein, the Grantor will neither perform nor 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, mobile home, swimming pool, asphalt or concrete pavement, sign, fence, billboard or other advertising display, antenna, utility pole, tower, conduit, line or other temporary or permanent structure or facility on, above or under the Premises;
2. Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise making topographical changes to the Premises;
3. Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever or the installation of underground storage tanks;
4. Cutting, removing or otherwise destroying trees, grasses or other vegetation;
5. Activities detrimental to drainage, flood control, water conservation, water quality, wildlife habitat, erosion control, soil conservation, scenic views, or archaeological conservation;
6. Use, parking or storage of motor vehicles including motorcycles, mopeds, all-terrain vehicles, motorized trail bikes, or any other motorized vehicles on the Premises except as necessary in emergencies or by police, firefighters or other governmental agents in carrying out their lawful duties;
7. Division or subdivision of the Premises or conveyance of a part or portion of the Premises alone (as compared to conveyance of the Premises in its entirety which shall be permitted), except with the prior written consent of the Grantees;
8. Use of any portion of the Premises to satisfy regulatory requirements with respect to construction or development on the Premises or any other land;
9. Any other use of the Premises or activity thereon which materially impairs the purposes or conservation values of the Premises or other significant conservation interests unless necessary in an emergency for the protection of the conservation interests that are the subject of this Conservation Restriction.

B. Reserved Rights and Exceptions. Notwithstanding the provisions of paragraph A, the following activities and uses (together with consistent uses and activities not explicitly prohibited by paragraph A) are permitted, but only if they do not materially impair the purposes or conservation values of this Conservation Restriction or other significant conservation interests:

1. Holding concerts, festivals, and similar events, as well as parking associated with these activities, related to Grantor operations on the Field portion of the Premises (per Exhibit C), limited to no more than twelve events a year; and presence of associated event furniture (such as tents, portable bathroom facilities, fencing, etc.) not to exceed five consecutive days on site;
2. The mowing of the Field area on the Premises (per Exhibit C), and to use such area for parking in connection with:
 - a. public use of the Premises and adjoining conservation lands for passive recreational purposes, and;
 - b. events related to Grantor operations taking place on the Premises or on other land of the Grantor.

Paragraphs II.B.1 and II.B.2 are subject to the condition that the use of the Field (per Exhibit C) shall be neither so frequent nor so intense as to prevent the field from being fully vegetated. Should a portion, or portions of the Field, become muddy or compacted soil, with areas bare of vegetation, the area shall cease to be used for events and parking until the Grantees agree that the site has been restored to a stable vegetated condition.

3. In accordance with the best management practices and recommended guidelines set forth in the current Massachusetts Forestry Best Management Practices Manual (Catanzaro, Fish & Kittredge, 2013), or in subsequent editions thereof if approved by the Grantees, or in such other manual or description of best management practices as the Grantees may approve from time to time,
 - a. selective minimal pruning and cutting for the following purposes: to improve wildlife habitat; to mark boundaries; to prevent, control or remove hazards, disease, or damage from insects, storm, or fire; to control or remove invasive or exotic species; or to clear around and near stone walls;
 - b. at least one hundred feet from watercourses and wetlands, piling and composting of stumps, tree limbs, brush, and similar biodegradable materials originating on the Premises in locations where they will not materially

impair the purposes (including scenic values) of this Conservation Restriction;

c. at least one hundred feet from watercourses and wetlands and in accordance with all applicable statutes and regulations including any plans required thereunder, the cutting of trees for any purpose, including without limitation commercial timber production, in accordance with a Forest Cutting Plan, prepared by a Massachusetts licensed professional forester and approved by the Grantees and the Department of Conservation and Recreation, that is designed to protect the conservation values of the Premises, including without limitation, scenic and wildlife habitat values;

4. With the prior written approval of the Grantees, conversion into pasture, meadow or field of wooded portions of the Premises, provided that at no point the area used for events and associated parking, as listed in paragraphs B.1 and B.2, can exceed the original Field area as shown in Exhibit C, and that no such clearing or conversion shall take place within one hundred feet of any watercourse or wetland, following demonstrated and satisfactory reasoning provided to the Grantees that the purposes of this Conservation Restriction and significant conservation interests are met by this conversion;

5. The construction, installation, maintenance, repair and replacement of:

a. trails and woods roads for pedestrian use and horseback riding (including trail markers and a reasonable number of directional, informational, or admonitory signs no larger than two square feet) or as reasonably necessary for the uses herein permitted;

b. gates, stone walls, and sight-pervious fencing, provided that existing stone walls will remain in their present location and condition (except that they may be rebuilt and repaired so as to approximate their historic condition when first built as nearly as that can be determined);

c. boundary markers and a reasonable number of signs no larger than two (2) square feet; and

d. with the prior written approval of the Grantees, signs, kiosks, seasonal temporary tents such as for a summer camp, and similar structures for use in connection with educational activities to be carried out on said land, the number, size, location, and design of such structures to be subject to the approval of the Grantees.

6. With the prior written approval of the Grantees, and in sole discretion of the Grantees, construction, maintenance, repair and replacement of minor structures for

educational and passive recreational purposes, including but not limited to interpretive signs, exhibits, benches, and an open sided pavilion for use by school and public programs. Said structures shall be designed and located so as to not have a material deleterious impact on the conservation purposes (including scenic values) of this Conservation Restriction;

7. With the prior written approval of Grantees, the construction, maintenance, repair and replacement of one enclosed, one-story, non-residential structure within which to conduct natural history educational programs and other activities related to the protection, management and enjoyment of the natural resources of the Premises, including as necessary installation of utilities and provided the aggregate total footprint of the building does not exceed 2,500 square feet. With a demonstrated public need and educational benefit, the Grantor may request, and the Grantees may approve, a second story to the non-residential educational structure, so long as the total footprint does not exceed 2,500 square feet.

8. Passive recreational activities such as hiking, cross-country skiing, horseback riding, nature study, and camping, including the erection and use of such accessory structures as wildlife blinds and birdhouses, and the temporary use of tents, and other non-motorized outdoor recreational activities that do not materially alter the landscape, and do not degrade environmental quality;

9. Following written notice to Grantees, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species.

10. The conduct of archaeological activities, including without limitation survey, excavation and artifact retrieval, following submission of an archaeological field investigation plan and its approval in writing by Grantees and by the State Archeologist of the Massachusetts Historical Commission (or appropriate successor official);

11. The use (but not the storage) of motor vehicles necessary for the uses permitted under paragraphs B.2 above, or as permitted by the Grantees in connection with the other rights reserved in this paragraph B.

The exercise of any right reserved by Grantor under this Paragraph 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 Grantees or the Commonwealth takes any position as to whether such permit should be issued.

C. Archeological and Historic Resources.

New construction, demolition, or rehabilitation, and any other activity in support of permitted uses and reserved rights, such as but not limited to earth moving, and the alteration of historic stone walls, cellar holes and other features, that proposes disturbance to the surface or subsurface of the ground, shall require prior consultation with the Massachusetts Historical Commission (or appropriate successor official) to prepare a protocol and implement procedures to identify, evaluate, and adopt feasible alternatives to avoid, minimize, or mitigate any adverse effects to historic and archaeological assets.

An activity shall not be deemed to be detrimental to archeological and historic resources if a description of the proposed activity and its location is submitted in writing with a plan of land (or assessors map) and a USGS map with the Premises outlined thereon, to Massachusetts Historic Commission ("MHC") and MHC issues a letter stating that the proposed activity is not within a resource area or is determined to not have an adverse effect on said 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 approval of the State Archaeologist of the Massachusetts Historical Commission (or appropriate successor official), and shall promptly report any such prohibited activity to the State Archaeologist of the Massachusetts Historical Commission (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.

D. Obligations of Grantor. The Grantor covenants and agrees:

- a. to keep the public trailhead area (including the gate) open to the public during the Grantor's hours of operation and in good working condition;
- b. to provide the Grantees with the keys to the gate authorizing them to access the public trailhead area at other times as needed; and
- c. to periodically mow or have grazed Brushy Meadow / Scrub (per Exhibit C or as provided for in a Land Management Plan) on the Premises to prevent it from reverting to the forest habitat.

E. Notice and Approval. Whenever notice to or approval by Grantees is required under the provisions of paragraphs A or B, or whenever Grantor intends to undertake any activity that may have an adverse effect on the purposes of this Conservation Restriction, Grantor shall notify Grantees in writing not less than 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 Grantees to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where

Grantees' approval is required, Grantees shall grant or withhold approval in writing within 60 days of receipt of said notice. Grantees' approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity will not materially impair the purposes of this Conservation Restriction. Failure of Grantees to respond in writing within 60 days shall be deemed to constitute approval by Grantees of the activity described in the notice, so long as the notice sets forth the provisions of this section relating to deemed approval after 60 days, the requested activity is not prohibited hereunder, and the activity will not materially impair the purposes of this Conservation Restriction or the conservation values of the Premises.

III. LEGAL REMEDIES OF THE GRANTEES.

A. Legal and Injunctive Relief. The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to their condition prior to the time of the injury complained of (it being agreed that the Grantees 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 Grantees for the enforcement of this Conservation Restriction. Grantor covenants and agrees to reimburse to Grantees all reasonable costs and expenses (including reasonable counsel 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.

B. Non-Waiver. Enforcement of the terms of this Conservation Restriction shall be at the discretion of Grantees. Any election by the Grantees 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 its acceptance of this Conservation Restriction, the Grantees do not undertake any liability or obligation relating to any condition of the Premises not caused by Grantees or their agents, including with respect to compliance with hazardous materials or other environmental laws and regulations.

D. Acts Beyond the Grantor's Control. Nothing contained in this Conservation Restriction shall be construed to entitle Grantees to bring any action 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. After any injury to the Premises resulting from such causes, the parties shall cooperate in attempting to restore the Premises to their condition prior to such injury if such restoration is feasible and would promote the conservation purposes of this Conservation Restriction.

E. Trespass. It shall be a violation of this Conservation Restriction for any trespasser or other third party to take any action that would violate this Conservation Restriction if taken by the

Grantor or that would materially impair the purposes of this Conservation Restriction or other significant conservation interests. The Grantor shall make all reasonable efforts to prevent trespassers or other third parties from violating this Conservation Restriction. The Grantees shall also have the right to enforce this Conservation Restriction against trespassers or other third parties, but this shall not in any way diminish the rights of the Grantor with respect thereto or the Grantor's obligations under the preceding sentence, nor shall it create any obligation on the part of the Grantees. If the Grantor is unable to prevent trespassers or other third parties from violating or continuing to violate this Conservation Restriction, or if the Grantor becomes aware of damage caused by trespassers or other third parties to the conservation interests protected by this Conservation Restriction, then the Grantor shall promptly notify the Grantees, and if so requested, shall cooperate with any efforts of the Grantees to prevent such violation or to restore the Premises to their condition prior to such damage. The Grantor shall in any event so restore the Premises at such time as title to the Premises is sold or otherwise transferred. The new owner may be held responsible for restoring the Premises.

IV. ACCESS.

A. No Implied Right of Access. The Conservation Restriction hereby conveyed does not grant to the Grantees, to the public generally, or to any other person any right to enter upon the Premises except as explicitly provided in Section IV(B).

B. Grant of Right of Access. The Grantor hereby grants

1. to the Grantees and their representatives the right to enter the Premises
 - a. at reasonable times, with reasonable notice and in a reasonable manner for the purpose of inspecting the Premises to determine compliance herewith (and the Grantor agrees that if the determination of such compliance ever depends on a bona fide question as to the exact location of any boundary or boundaries of the Premises, the Grantor shall engage an independent surveyor acceptable to the Grantees to establish and permanently mark the location of such boundary or boundaries);
 - b. after thirty (30) days prior written notice, to take any and all actions with respect to the Premises which may be necessary or appropriate, with or without order of court, to remedy, abate or otherwise enforce any violation hereof;
 - c. at reasonable times, with reasonable notice and in a reasonable manner for the purpose of fulfilling obligations referenced in Section II-D and/or fulfilling Grantor's obligations as stated in section II-D if the Grantor has neglected to do so for over a year;
2. to the Grantees the right to allow the general public to pass and repass on

foot (including snow-showing and cross-country skiing), on horseback, or on non-motorized bicycles over and throughout the Premises during daylight hours for purposes of hiking, nature study, and similar non-motorized recreational activities compatible with retention of the Premises predominantly in their natural, scenic and open condition, including the right to allow the general public to park motor vehicles in Trailhead Parking area (Exhibit C), subject, however, to such reasonable rules as the Grantees may establish and amend from time to time.

V. EXTINGUISHMENT.

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

B. Proceeds. Grantor and Grantees agree that the donation of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantees, with a fair market value that is equal to the proportionate value that this Conservation Restriction, determined at the time of the gift, bears to the value of the unrestricted property at that time. Such proportionate value of the Grantees' property right is 80% and shall remain constant, although the value of any improvements made subsequent to this grant shall be excluded from the calculation of such proportion. The values at the time of this grant have been determined by agreement of the parties.

C. Cooperation. 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, the Grantor and the Grantees 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 Grantees shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantees in shares equal to such proportionate value, subject, however, to the requirements of any gift, grant, or funding program or to any applicable law which expressly provides for a different disposition of the proceeds. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken.

D. Use of Proceeds. The Grantees shall administer its share of the proceeds in trust for use in a manner consistent with the conservation purposes set forth herein.

VI. DURATION AND 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 Grantees is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; and the Grantor appoints the Grantees as 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 Grantees, shall be in gross and shall not be assignable by the Grantees, except in the following instances from time to time. As a condition of any assignment, the Grantees shall require that the purpose of this Conservation Restriction continues to be carried out; and that the assignee, at the time of assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and under Section 32 of Chapter 184 of the General Laws, as an eligible donee to receive this Conservation Restriction directly. Any assignment shall comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

D. Right of Enforcement. Notwithstanding the foregoing, the Grantees shall have the right, in accordance with M.G.L., c. 184, s.32, to assign the right to enforce this Conservation Restriction, so long as the assignee is a governmental body, charitable corporation or trust, or other entity which at the time of such assignment would be qualified to hold this Conservation Restriction. Unless expressly stated otherwise in the instrument of assignment, no such assignment of the right to enforce this Conservation Restriction shall diminish the rights or benefits held by the Grantees or its successors pursuant to this Conservation Restriction, and the Grantees shall retain the equivalent right to enforce this Conservation Restriction.

VII. SUBSEQUENT TRANSFERS.

A. Conveyance of the Premises. The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which the Grantor conveys any interest in all or a portion of the Premises, including a leasehold interest, and to notify the Grantees within 20 days of such transfer. Failure to do either shall not impair the validity or enforceability of this Conservation Restriction. Any transfer shall comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

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

C. No Merger. The parties intend that no future transfer of the Premises or of the rights of the Grantees hereunder shall result in a merger of this Conservation Restriction into the fee. Nevertheless, no deed or other instrument shall be effective if its result would be that both the Premises and the rights of the Grantees hereunder would be held by the same entity, and both parties agree not to accept or record any such deed or other instrument, unless in both cases the Conservation Restriction has been assigned to a non-fee owner to avoid merger and assure the continued enforceability by a non-fee owner.

VIII. ESTOPPEL CERTIFICATES.

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

IX. REPRESENTATIONS OF THE GRANTEES.

The Grantee, City of Worcester, represents that it is a municipality acting by and through its Conservation Commission, by authority of Chapter 40 Section 8C, of the General Laws and that it qualifies as a holder of a conservation restriction under the first sentence of General Laws, chapter 184, section 32, that it is a qualified organization as that term is defined in Section 170(h)(3) of the Internal Revenue Code of 1986, that among its organizational and operational purposes are the preservation and conservation of natural resources, natural habitats and environmentally sensitive areas, and that it has both the necessary funds and the commitment to hold this Conservation Restriction exclusively for conservation purposes in perpetuity and to enforce its terms.

The Grantee, Greater Worcester Land Trust, Inc., represents that it is a private, charitable, non-profit conservation land trust, that it qualifies as a holder of a conservation restriction under the first sentence of General Laws, chapter 184, section 32, that it is a qualified organization as that term is defined in Section 170(h)(3) of the Internal Revenue Code of 1986, that it is organized and operated for the purpose of preserving and conserving natural resources, natural habitats and environmentally sensitive areas and for other charitable, scientific and educational purposes, and that it has both the necessary funds and the commitment to hold this Conservation Restriction exclusively for conservation purposes in perpetuity and to enforce its terms.

X. AMENDMENT

Should circumstances in the future occur that make an amendment to this Conservation Restriction appropriate, any such amendment shall be in writing signed by the parties hereto and shall be effective only when approved by the Worcester City Council, the Worcester City Manager, and the Secretary of Energy and Environmental Affairs under Section 32 of Chapter 184 of the General Laws and recorded at the Worcester District Registry of Deeds, provided however that no amendment shall affect the perpetual duration of this Conservation Restriction or its qualification or the status of Grantees 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, and any amendment shall be consistent with the purposes of this Conservation Restriction and with the provisions of Article 97 of the Amendments to the Massachusetts Constitution if applicable.

XI. EFFECTIVE DATE.

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

XII. NOTICES.

Any written notice required or permitted hereunder shall be deemed delivered if sent by certified mail, return receipt requested, postage prepaid, to the Grantor or the Grantees at the addresses set forth at the beginning of this instrument or, with respect to assignees, to the address set forth in a recorded instrument transferring title to the Premises or rights hereunder, or to such other addresses as the parties may designate in writing from time to time or as are reasonably ascertainable.

XIII. CONSTRUCTION.

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 grant to effect the purpose 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, any interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability. If any provision of this Conservation Restriction or the application thereof to any person or circumstance is held to be invalid, the remainder 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 this Conservation Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Restriction, all of which are merged herein.

E. Joint Obligation. The obligations imposed by this Conservation Restriction upon the parties that together comprise the “Grantor” shall be joint and several.

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

G. Pre-existing Public Rights. Approval of this Conservation Restriction 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 in and to the Premises, and any such pre-existing rights of the public are not affected by the granting of this Conservation Restriction.

Attached hereto and incorporated herein are the following:

Worcester Natural History Society d/b/a Ecotarium – the Grantor’s Authority and Signatures
Approval by the Worcester City Council & City Manager
Acceptance by the Worcester Conservation Commission
Acceptance by the Greater Worcester Land Trust, Inc.
Approval by the Massachusetts Secretary of Energy and Environmental Affairs

Exhibit A: Legal Description

Exhibit B: Sketch Plan depicting the Premises (parcel labeled as “CR – Remaining Land”)

Exhibit C: Approximate Location of Existing Land Uses for Ecotarium West Project

WORCESTER NATURAL HISTORY SOCIETY D/B/A ECOTARIUM – THE GRANTOR’S
AUTHORITY AND SIGNATURES

Executed under seal this 3rd day of April, 2015.

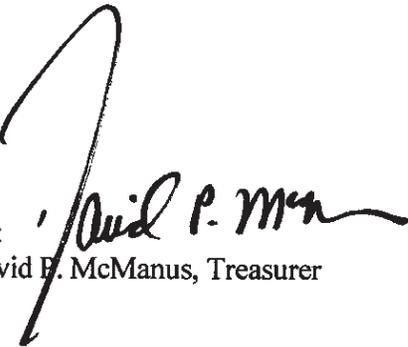
Worcester Natural History Society

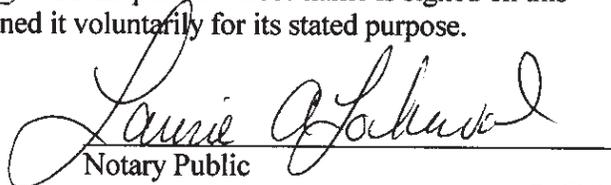
By: 
Joseph P. Cox, President

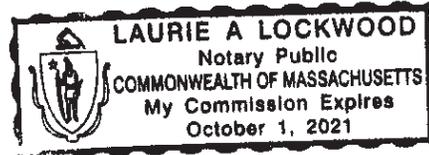
COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this 3rd day of April, 2015, before me, the undersigned notary public, personally appeared Joseph P. Cox, proved to me through satisfactory evidence of identification, which were MA Drivers License, to be the person whose name is signed on this document, and acknowledged to me that he signed it voluntarily for its stated purpose.

By: 
David E. McManus, Treasurer

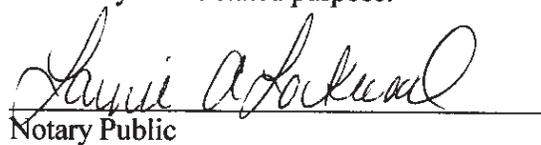

Notary Public

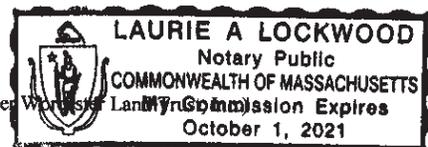


COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this 3rd day of April, 2015, before me, the undersigned notary public, personally appeared David P. McManus, proved to me through satisfactory evidence of identification, which were personally known, to be the person whose name is signed on this document, and acknowledged to me that he signed it voluntarily for its stated purpose.


Notary Public



APPROVAL BY CITY COUNCIL AND CITY MANAGER

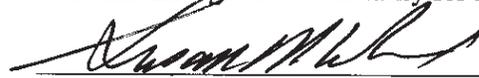
The undersigned, City Clerk of the City of Worcester, Massachusetts, hereby certifies that at a public meeting duly held on MARCH 24, 2015, the City Council voted to approve and accept the foregoing Conservation Restriction pursuant to M.G.L. Chapter 184, Section 32 and Chapter 45, Section 14


David Rushford, City Clerk

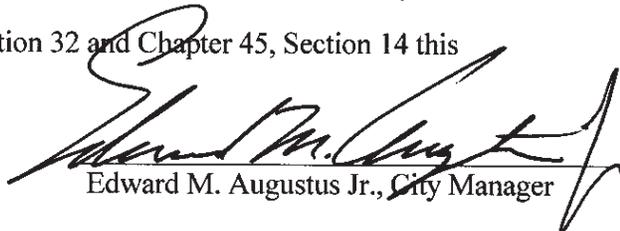
COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this 9th day of April, 2015, before me, the undersigned notary public, personally appeared David Rushford, City Clerk, proved to me through satisfactory evidence of identification, which were PERSONAL KNOWLEDGE, to be the person whose name is signed on this document, and acknowledged to me that he signed it voluntarily for its stated purpose.


Notary Public *Judice of the Peace*
Com exp 5-8-2020

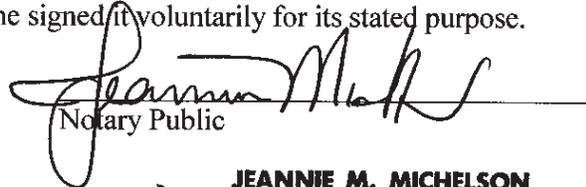
Accepted pursuant to M.G.L. Chapter 184, Section 32 and Chapter 45, Section 14 this 3rd day of April, 2015.


Edward M. Augustus Jr., City Manager

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this 3rd day of April, 2015, before me, the undersigned notary public, personally appeared Edward M. Augustus, Jr., City Manager, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on this document, and acknowledged to me that he signed it voluntarily for its stated purpose.


Notary Public



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

ACCEPTANCE BY WORCESTER CONSERVATION COMMISSION

We, the undersigned, being a majority of the Worcester Conservation Commission, hereby certify that at a public meeting duly held on March 23, 2015, said Commission voted to accept the foregoing Conservation Restriction from the Worcester Natural History Society pursuant to M.G.L. Chapter 184, Section 32 and Chapter 40 Section 8C and agrees to be bound by the terms set forth therein.

Members of the Worcester Conservation Commission

Stefanie Wood

[Signature]

Jordan Berg Powers

[Signature]

Joseph Charpentier

[Signature]

Peter McKone

[Signature]

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this 31 day of March, 2015, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were Driver's License, to be the person whose name is signed on this document, and acknowledged to me that he signed it voluntarily for its stated purpose.

[Signature]

Notary Public



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

ACCEPTANCE BY GREATER WORCESTER LAND TRUST, INC.

IN WITNESS WHEREOF, the said Greater Worcester Land Trust, Inc., having accepted the foregoing Conservation Restriction pursuant to M.G.L. Chapter 184, Section 32, has caused these presents to be signed, acknowledged and delivered in its name and behalf by Allen W. Fletcher, its president, and Nancy Meehan, its treasurer, this 7 day of April, 2015.

Greater Worcester Land Trust, Inc.

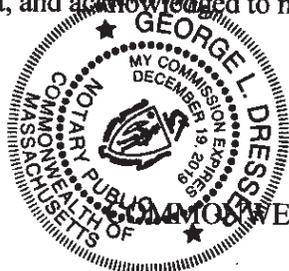
By: [Signature]
Allen W. Fletcher, President

By: [Signature]
Nancy Meehan, Treasurer

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this 7 day of April, 2015, before me, the undersigned notary public, personally appeared Allen W. Fletcher, proved to me through satisfactory evidence of identification, which were personal knowledge, to be the person whose name is signed on this document, and acknowledged to me that he signed it voluntarily for its stated purpose.



[Signature]
Notary Public

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this 7 day of April, 2015, before me, the undersigned notary public, personally appeared Nancy Meehan, proved to me through satisfactory evidence of identification, which were personal knowledge, to be the person whose name is signed on this document, and acknowledged to me that she signed it voluntarily for its stated purpose.

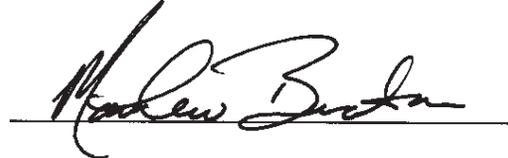


[Signature]
Notary Public

APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS

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

Date: April 30, 2015


Secretary of Energy and
Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 30 day of April, 2015, before me, the undersigned notary public, personally appeared Matthew Beaton, proved to me through satisfactory evidence of identification, which were personally known, to be the person whose name is signed on this document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

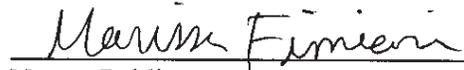

Notary Public



Exhibit A - Legal Description

BEGINNING at an iron rod in the northeast corner of the property on Harrington Way;

THENCE Southeast along Harrington Way 615.41' to a point;

THENCE North 87° 47' 48" West 796.74' along land owned N/F by the City of Worcester to a point;

THENCE North 02° 13' 36" East 99.13' along land owned N/F by Michael T. Madulka to a point;

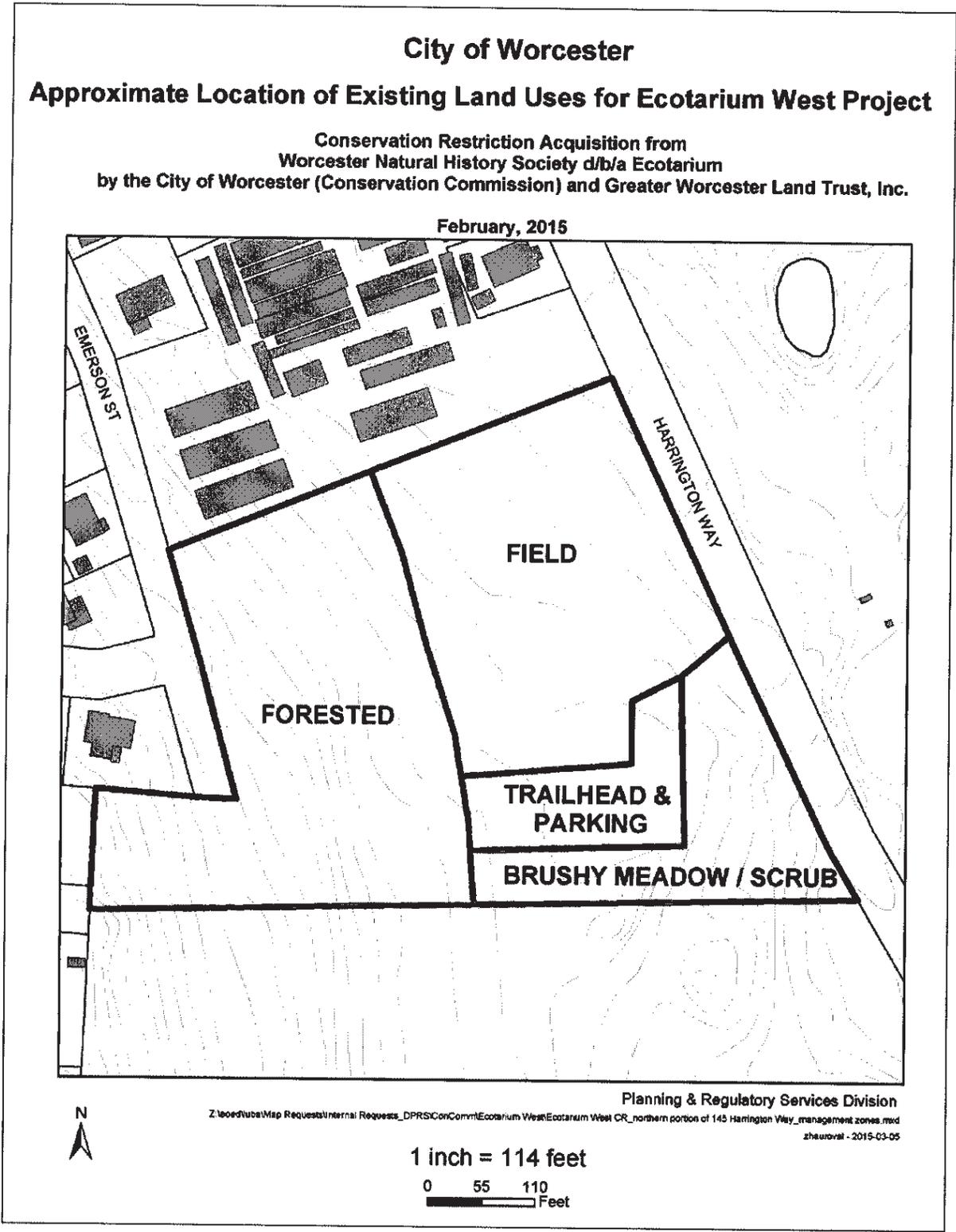
THENCE South 85° 37' 39" East 124.97' along land owned N/F by Marie J. Martucci and the southeastern most corner of the un-built right of way Emerson Street to a drill hole;

THENCE North 13° 59' 33" West 255.56' along the un-built right of way Emerson Street to an iron pin;

THENCE North 68° 05' 26" East 497.60' along land owned N/F by Robert P. Sposato, Jr. to the point of beginning.

Containing 6.272 acres of land more or less and shown as "Remaining Land" on a plan drawn by Northeast Survey Consultants dated April 30th, 2014, and recorded in Worcester District Registry of Deeds, Plan Book 907, Plan No. 48, a reduced copy attached hereto as "Exhibit B – Sketch Plan depicting the Premises".

Exhibit C: Approximate Location of Existing Land Uses for Ecotarium West Project



cm2015mar16123157

CITY OF WORCESTER

ORDERED: That

Upon the City Manager be and he is hereby authorized to execute and accept on behalf of the city of Worcester a conservation restriction for the purchase price of three hundred thousand dollars (\$300,000.00) over approximately 6.3 acres of land owned by the Worcester Natural History Society d/b/a Ecotarium, and located at the northern portion of 145 Harrington Way.

In City Council

March 24, 2015

Order adopted by a yeas and nays vote of Eleven Yeas and No Nays

A Copy. Attest:



**Susan M. Ledoux
Assistant City Clerk**