



2014 00121706

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Grantor: City of Worcester
Grantee: Greater Worcester Land Trust, Inc.
Property address: Southern Portion of 145 Harrington Way, Worcester, Massachusetts
Title Reference: Book 52476, Page 346.

CONSERVATION RESTRICTION

The City of Worcester, with an address of 455 Main Street, Worcester, Massachusetts, 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 \$141,000.00, hereby grants, with quitclaim covenants, to Greater Worcester Land Trust, Inc., a Massachusetts non-profit corporation with an office at 4 Ash Street, Worcester, Massachusetts, its successors and permitted assigns ("Grantee") 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 13.7 acres, more or less, said land being more particularly described in Exhibit A attached hereto (the "Premises") and shown on the sketch attached as Exhibit B and hereinafter referred to as Crow Hill North. For Grantor's title, see the deed recorded in the Worcester District Registry of Deeds, Book 52476, Page 346. The parties intend to amend this Conservation Restriction in the future so as to add to it the lands of the Grantor described in said Registry, Book 22687, Page 202 and Book 43925, Page 206 after authorization to do so by the legislature under Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts.

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; to prevent any use of the Premises that would materially impair or interfere with the conservation values thereof; and to further the conservation purposes of the L.A.N.D. Grant Program of the Massachusetts Executive Office of Energy and Environmental Affairs, which is providing funding to assist in protection of the Premises. The conservation and permanent protection of the Premises will yield a significant public benefit by promoting the following conservation interests:

A. The Premises provide open space for public enjoyment, and will be open to the general public for educational purposes, hiking, birdwatching, passive outdoor recreation, and similar uses;

B. The Premises provide a relatively natural area offering a diversity of habitat for plants and animals;

C. There is a scenic view of Worcester, worthy of being preserved and made available to the public, from the elevated portions of Crow Hill North on the Premises. This

Conservation Restriction provides that this view be kept open by mowing, pruning and tree removal, and that the general public have access to the Premises in order to enjoy the view;

D. Preservation of the Premises, by prohibiting alterations to the natural character thereof, will protect the area's scenic and open space value and enhance the passive recreational, human enjoyment, and ecological value of this conservation open space;

E. Preservation of the natural landscape including a complex of geology and natural communities of drumlin, granite outcrop, wetland system, and pyrophytic (fire-loving) Black Oak Savannah habitat that are distinctly and uniquely Worcester;

F. Contributing to the overall ecological health of the Fitzgerald Brook, for which the Premises serve as a source water; the Fitzgerald Brook is a tributary of Lake Quinsigamond;

G. Promoting environmental education of the City's natural resources by providing a readily accessible educational resource to the adjacent North High School, a Worcester public school, and the non-profit Worcester Natural History Society currently doing business as EcoTarium; and

H. Addressing a stated governmental public policy goal by preserving one of Worcester's "Top Ten" open space areas, as officially identified and adopted in 1987 by the Worcester City Council.

I. The Premises are conserved through the Commonwealth of Massachusetts Executive Office of Energy & Environmental Affairs - Division of Conservation Services, 2013 Local Acquisitions for Natural Diversity (LAND) Grant, pursuant to LAND (Self-Help) Act, Massachusetts General Laws, Chapter 132A, Section 11. The LAND Project Agreement for this property was recorded in Book 52493 Page 340 with the Worcester District Registry of Deeds.

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 Grantee;
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. Commercial recreational activities;
10. Any other use of the Premises or activity thereon which materially impairs the purposes of this Conservation Restriction 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 all uses and activities not explicitly prohibited by paragraph A) are permitted, but only if they do not materially impair the purposes of this Conservation Restriction or other significant conservation interests:

1. The mowing of fields and meadows;
2. 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 Grantee, or in such other manual or description of best management practices as the Grantee may approve from time to time,
 - a. selective 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; to clear around and near stone walls;

and to maintain the scenic view from the elevated portions of Crow Hill North; and

- b. 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 sustainable forest management plan, prepared by a Massachusetts licensed professional forester and approved by the Grantee, that is designed to protect the conservation values of the Premises, including without limitation, scenic and wildlife habitat values;
3. 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; and
 - c. boundary markers and a reasonable number of signs no larger than two (2) square feet, except at the property access points whereas the sign/s can be no larger than ten (10) square feet, indicating the status of the land as a conservation area, any restrictions on its use, the Grantee's interest in the Premises, and the conservation values protected by this Conservation Restriction;
 4. Non-commercial recreational activities by the general public such as hiking, cross-country skiing, horseback riding, nature study, including the erection and use of such accessory structures as blinds and birdhouses, and other non-motorized outdoor recreational activities that do not materially alter the landscape, and do not degrade environmental quality;
 5. Following written notice to Grantee, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species.
 6. 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 Grantee and by the State Archeologist of the Massachusetts Historical Commission (or appropriate successor official); and

7. The use (but not the storage) of motor vehicles in accordance with uses permitted under paragraphs B.1 or B.2 above, or as permitted by the Grantee 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 Grantee 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. Notice and Approval. Whenever notice to or approval by Grantee 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 Grantee 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 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 60 days of receipt of said notice. Grantee's 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 Grantee to respond in writing within 60 days shall be deemed to constitute approval by Grantee 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.

E. Obligations of Grantee. The Grantee covenants and agrees

1. to periodically mow or otherwise clear, by pruning, or selectively removing or using an approach mutually agreed upon by the Grantor and Grantee, portions of the Black Oak Savannah core or supporting habitat in compliance with the Baseline Documentation Report and Land Management Plan;
2. to prune or selectively remove or remove using alternative methods per approval by the Grantor such trees on other parts of the Premises as may from time to time grow up and block or interfere with the scenic view presently enjoyed by persons standing on the elevated portions of Crow Hill North; and
3. to periodically maintain and clear trails and woods roads to keep them in condition suitable for pedestrian use and horseback riding (including installation of a limited number of trail markers and directional, informational, or admonitory signs (to be provided by others) no larger than two square feet.

III. LEGAL REMEDIES OF THE GRANTEE.

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 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 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 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 its acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to any condition of the Premises not caused by Grantee or its 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 Grantee 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 Grantee 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 Grantee. 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 Grantee, and if so requested, shall co-operate with any efforts of the Grantee to prevent such violations 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 so restoring the Premises.

IV. ACCESS.

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

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

1. to the Grantee and its 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 Grantee 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 to construct, install, maintain, repair, and replace boundary markers and a reasonable number of signs no larger than two (2) square feet indicating the status of the land as a conservation area and any restrictions on its use; and

d. at reasonable times, with reasonable notice and in a reasonable manner for the purpose of

(1) periodically mowing or otherwise clearing, by pruning, or selectively removing or using an approach mutually agreed upon by the Grantor and Grantee, portions of the Black Oak Savannah core or supporting habitat in compliance with the Baseline Documentation Report and Land Management Plan;

(2) pruning or selectively removing or removing using alternative methods per approval by the Grantor such trees on other parts of the Premises as may from time to time grow up and block or interfere with the scenic view presently enjoyed by persons standing on the elevated portions of Crow Hill North; and

(3) periodically maintaining and clearing trails and woods roads to keep them in condition suitable for pedestrian use and horseback riding (including installation of a limited number of trail markers and directional, informational, or admonitory signs (to be provided by others) no larger than two square feet.

2. to the general public the right to pass and repass on foot 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, subject, however, to such reasonable rules as the Grantor, in consultation with the Grantee, may establish and amend from time to time.

V. EXTINGUISHMENT.

A. Judicial Termination. If circumstances arise in the future such as 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. The parties agree that if any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantee shall be entitled to half of the proceeds of any subsequent sale, exchange, or involuntary conversion of the Premises, subject, however, to the requirements of any gift, grant, or funding program (including the L.A.N.D. grant program) or to any applicable law which expressly provides for a different disposition of

the proceeds. Grantee shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein.

B. 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 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 shares equal to such proportionate value, subject, however, to the requirements of any gift, grant, or funding program (including the L.A.N.D. grant 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.

C. Use of Proceeds. The Grantee 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 Grantee 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 Grantee 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 Grantee, shall be in gross and shall not be assignable by the Grantee, except in the following instances from time to time. As a condition of any assignment, the Grantee 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 Grantee 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 Grantee or its successors pursuant to this Conservation Restriction, and the Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee 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 GRANTEE.

The Grantee 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 and 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 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, 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 Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, it has been delivered to the Grantee and recorded in the Worcester District Registry of Deeds. The Grantee 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 Grantee 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.

The signature pages, and the attachments incorporated herein, are as follows:

- Signature page for the City of Worcester by its City Manager
- Acceptance by Greater Worcester Land Trust, Inc.
- Approval by the Worcester City Council and City Manager
- Approval by the Secretary of the Energy and Environmental Affairs
- Exhibit A, being the legal description of the Premises
- Exhibit B, being a reduced copy of the plan showing the Premises

Executed under seal this 22nd day of October, 2014.

City of Worcester

By:

Edward M. Augustus, Jr.
Edward M. Augustus, Jr., City Manager

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this 22nd day of October, 2014, before me, the undersigned notary public, personally appeared Edward M. Augustus, Jr., City Manager, 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

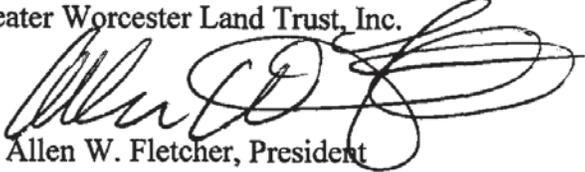
Jeannie M. Michelson



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

ACCEPTANCE OF GRANT

At a duly held meeting on May 21st, 2014, the board of directors of Greater Worcester Land Trust, Inc. voted to accept the foregoing Conservation Restriction. The president and treasurer are authorized to sign this acceptance pursuant to General Laws, chapter 180, section 10C and chapter 156B, section 115. The foregoing Conservation Restriction is accepted this day of June 30, 2014.

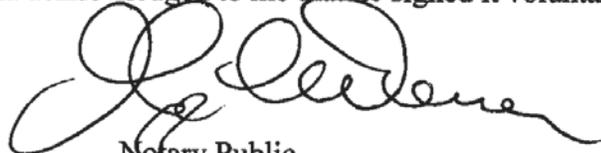
Greater Worcester Land Trust, Inc.
By: 
Allen W. Fletcher, President

By: Nancy Meehan
Nancy Meehan, Treasurer

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

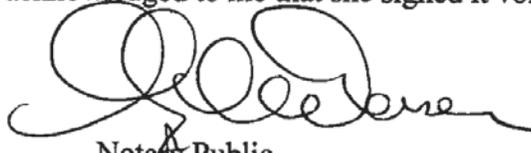
On this 30 day of June, 2014, before me, the undersigned notary public, personally appeared Allen W. Fletcher, proved to me through satisfactory evidence of identification, which were personal knowledge, to be the person whose name is signed on this document, and acknowledged to me that he signed it voluntarily for its stated purpose.


Notary Public

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this 30 day of June, 2014, 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.


Notary Public

APPROVAL BY CITY COUNCIL AND CITY MANAGER

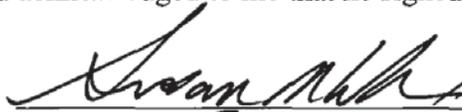
The undersigned, City Clerk of the City of Worcester, Massachusetts, hereby certifies that at a meeting duly held on JUNE 10, 2014, 2014, the City Council voted to approve the foregoing Conservation Restriction to the Greater Worcester Land Trust, Inc. pursuant to M.G.L. Chapter 184 Section 32 and to authorize and direct the City Manager to execute it on behalf of the City.


David J. Rushford, City Clerk

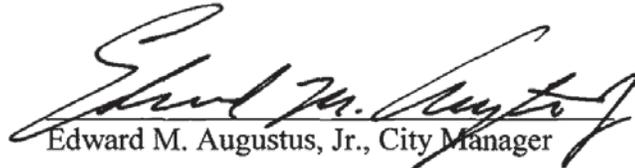
COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this 22nd day of October, 2014, before me, the undersigned notary public, personally appeared David J. Rushford, City Clerk, proved to me through satisfactory evidence of identification, which were Known to me, 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 Justice of the Peace May 8, 2020

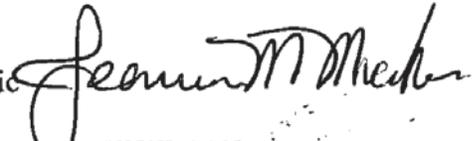
The foregoing Conservation Restriction to the Greater Worcester Land Trust, Inc. is hereby approved pursuant to M.G.L. Chapter 184 Section 32 this 22nd day of Oct., 2014.


Edward M. Augustus, Jr., City Manager

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this 22nd day of October, 2014, before me, the undersigned notary public, personally appeared Edward M. Augustus, Jr., City Manager, 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.

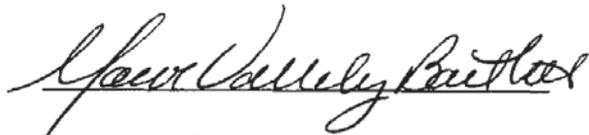
Notary Public 
JEANNIE J. MICHELSON
Notary Public
Commonwealth of Massachusetts
My Commission Expires
July 24, 2020



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 from the City of Worcester to the Greater Worcester Land Trust, Inc., has been approved in the public interest pursuant to M.G.L. Chapter 184, Section 32.

Date: Dec 12, 2014



Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

[Signature], ss.

Dec. 12, 2014

Then personally appeared before me the above-named Maeve Vallely Bartlett Secretary, Executive Office of Energy and Environmental Affairs, and proved to me through satisfactory evidence of identification, which was **(personal knowledge of identity)** to be the person whose name is signed on the document and acknowledged to me that she signed it voluntarily as Secretary of Energy and Environmental Affairs for the Commonwealth of Massachusetts, for its stated purpose.

Notary Public
My Commission expires:

Exhibit A

Parcel A

BEGINNING at a point on the northerly line of Montgomery Avenue at Southeasterly corner of Assessor's lot 19-018-39-41 n/f owned by Michael T. Madulka;

THENCE S 87° 47' 48" E 796.74 feet to a point on the westerly side of Harrington Way;

THENCE by the westerly side of Harrington Way 86.39 feet along a curve whose radius is 2250.00' to a point;

THENCE by the westerly side of Harrington Way 469.49 feet along a curve whose radius is 500.00' to a point;

THENCE S 21° 19' 17" W 100.15 feet by the westerly side of Harrington Way to land n/f owned by Melba E. Vargas & George L. Marin;

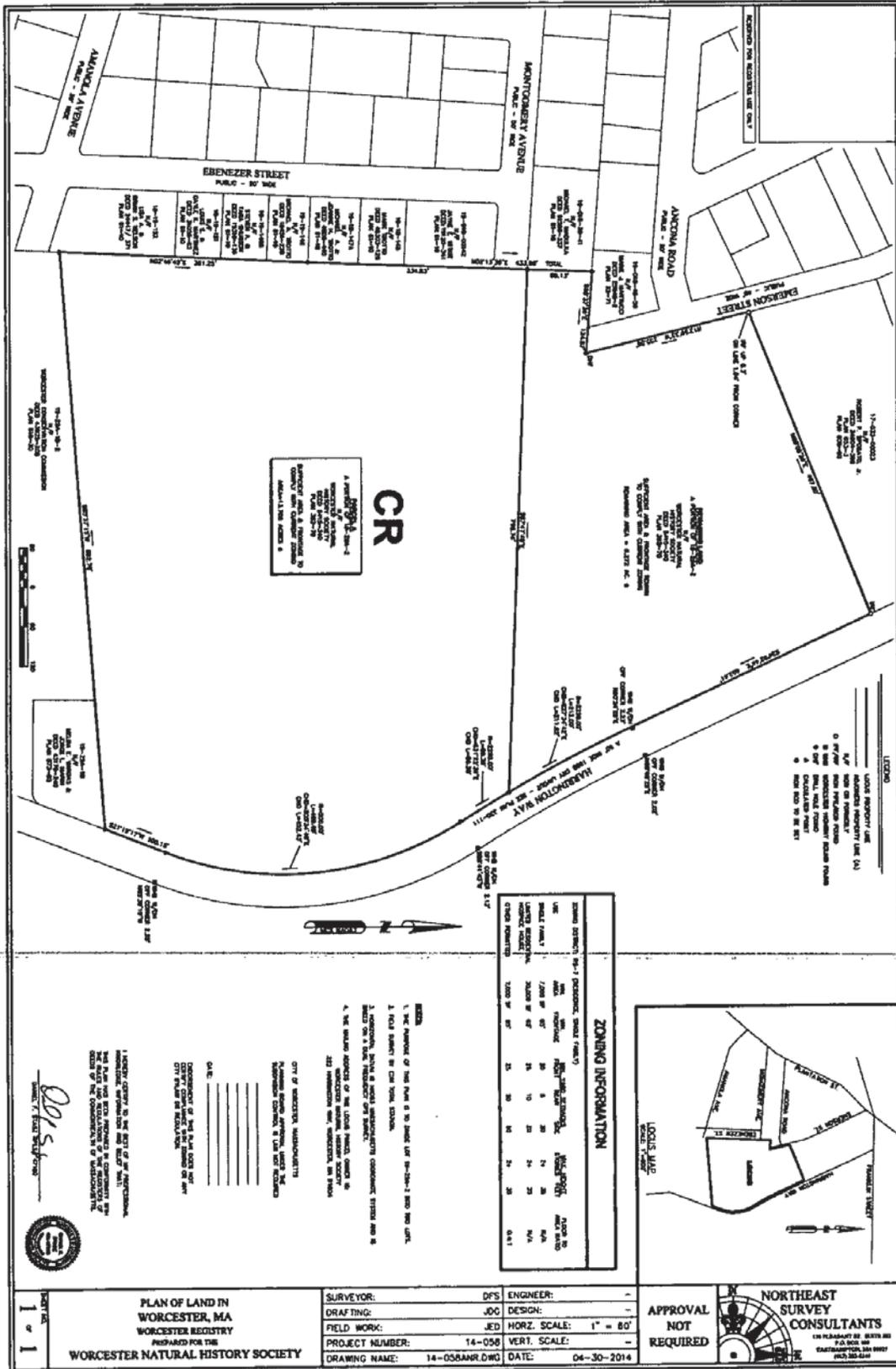
THENCE S 85° 37' 15" W 882.76 feet to land n/f owned by Lisa A. & Brian S. Nelson;

THENCE N 02° 46' 45" E 381.25 feet to a point;

THENCE N 02° 13' 36" E 334.83 feet to the point of beginning.

Containing 13.700 acres of land more or less and shown as Parcel A on a plan drawn by Northeast Survey Consultants dated April 30th, 2014, and recorded in Worcester District Registry of Deeds, Plan Book No. 907, Plan No. 48.

Exhibit B



ATTEST: WORC. Anthony J. Vigliotti, Register