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Grantor: Greater Worcester Land Trust, Inc.
 Grantee: City of Worcester by and through its Conservation Commission
 Property address: 0, 48R, 50 Tory Fort Lane, 221 Beaconsfield Road and 18 Briarcliff Street,
 Worcester, Massachusetts
 Title Reference: Book 53643, Page 350

CONSERVATION RESTRICTION

Greater Worcester Land Trust, Inc., a Massachusetts charitable corporation with an address of 4 Ash 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 in consideration of six hundred twenty-eight thousand dollars (\$628,000.00), hereby grants, with quitclaim covenants, to the City of Worcester, acting by and through its Conservation Commission, with an address of 455 Main Street, Worcester, Massachusetts, by authority of Chapter 40 Section 8C, of the Massachusetts General Laws, 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 and County of Worcester, Massachusetts, containing approximately 22.8 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. For Grantor's title, see the deed recorded in the Worcester District Registry of Deeds, Book ¹, Page 350.

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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.

A. Conservation Interests. The conservation and permanent protection of the Premises will yield a significant public benefit by promoting the following conservation interests

1. Public Use: The Premises provide open space for public enjoyment, and will be open to the public for educational purposes, hiking, birdwatching, and other passive outdoor recreational uses;
2. Cultural Values:
 - a. The Premises provide a cultural link as the last remaining domestic agricultural operation in the City of Worcester;
 - b. The Premises provide a place for the husbandry and care of livestock of various kinds as well as the utilization of agricultural practices;
3. Conservation Values:
 - a. The Premises contain riparian habitat, wetlands, and upland forest, and are part of an undeveloped block of forest;
 - b. The Premises contain a tributary to the Tatnuck Brook, along with associated wetlands, and vegetated buffer. These resources enhance water quality and ground water recharge for the Tatnuck Brook sub-watershed of the Blackstone River watershed, of which this is a tributary;
 - c. The Premises contains wetlands which provide flood storage during significant storms;
4. Open Space Connectivity: The Premises is a critical link in public access along the extensive trail system, known as the Four Town Greenway, on conservation lands of the City of Worcester and the Greater Worcester Land Trust linking the towns of Worcester, Paxton, Holden, and Leicester.

These adjoining conservation lands include, to the west:

- A privately owned parcel with public access provided through a Conservation Restriction running jointly to the benefit of the City of Worcester Conservation Commission and the Greater Worcester Land Trust known as Cook's Pond;
- Greater Worcester Land Trust property on which the City of Worcester holds a Conservation Restriction known as Cascading Waters;

- City of Worcester Parks Commission property known as Cascades Park;
- City of Worcester Conservation Commission property on which the Greater Worcester Land Trust holds a Conservation Restriction known as Cascades East;
- Greater Worcester Land Trust property known as Cascades West;
- City of Worcester Parks Commission property known as Boynton Park;
- City of Worcester Reservoir Division property on which the Greater Worcester Land Trust and the Paxton Conservation Commission jointly hold a Conservation Restriction known as Muir Meadow;
- Greater Worcester Land Trust property on which the Worcester Reservoir Division holds a Conservation Restriction known as Southwick Pond; and
- Greater Worcester Land Trust property on which the Leicester Conservation Commission holds a Conservation Restriction known as Southwick Brook.

These adjoining conservation lands also include, to the north:

- Greater Worcester Land Trust property known as Cook's Brook on which the Worcester Conservation Commission holds a Conservation Restriction, with the potential for future connections to the City of Worcester Conservation Commission's property known as Cook's Woods;
- Greater Worcester Land Trust property on which the White Oak Land Conservation Society and the Holden Conservation Commission jointly hold a Conservation Restriction known as Kinneywoods;
- White Oak Land Conservation Society property known as Holbrook Forest' and
- Greater Worcester Land Trust property known as Brigham Road Conservation Area.

5. Scenic Values: The Premises provide natural surroundings to the base of Moreland Hill in Worcester and thereby enhance the scenic beauty along the valley of the Tatnuck Brook;

6. City's and Regional Goals:

- a. Contributing to the habitat and recreation corridor designated in the 495/MetroWest Development Compact as a Priority Preservation Area;
- b. Addressing the City's 2013 Open Space & Recreation Plan's Goal 1: Enhance Natural and Cultural Resources, and;
- c. Addressing the City's 2013 Open Space & Recreation Plan's Goal 7: Improve Open Space System Connectivity.

B. Baseline and Land Management Plan Documentation.

1. The Grantor and the Grantee agree that all boundaries, natural features and man-made structures existing on the Premises at the time of the execution of this Conservation Restriction, as well as the specific conservation values of the Premises, shall be documented in a report to be on file in the offices of the Grantee ("Baseline Documentation Report"). This Baseline Documentation Report shall consist of documentation that the Grantor and the Grantee together agree, provides an accurate representation of the condition and the conservation values of the Premises at the time this Conservation Restriction is recorded, and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Conservation Restriction.

2. The Land Management Plan will accompany the Baseline Documentation Report and will describe allowable uses; including agricultural and forest management uses, and how the property will be managed. The Land Management Report may be amended from time to time, with the consent of the Grantor and Grantee, to reflect changing conditions in accordance with all applicable rules and regulations. Furthermore, if requested by the Grantee, the Grantor may incorporate a Forest Management Plan and/or Conservation Farm Plan as part of the Land Management Plan.

C. The Premises are conserved through the Commonwealth of Massachusetts Executive Office of Energy & Environmental Affairs - Division of Conservation Services, 2015 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 at the Worcester District Registry of Deeds in Book Λ, Page 365.

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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 except as necessary in emergencies or by police, firefighters or other governmental agents in carrying out their lawful duties and except in the parking in the parking area provided for in Section B(5)d below;
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. Agricultural, horticultural and animal husbandry operations. Agricultural, horticultural and animal husbandry operations carried on in accordance with sound agricultural management practices and, if requested by Grantee, described in a Conservation Farm Plan approved by the Natural Resource Conservation Service (or a similar plan acceptable to the Grantee that is consistent with the purposes of

this Conservation Restriction) and provided to the Grantee, including without limitation the cultivation, mowing, and grazing of fields and meadows, the composting of organic and naturally occurring materials originating on the Premises, the temporary placement and storage on the Premises of soil and other materials for use in connection with such operations, and the installation of sight-pervious fences, provided that all such operations shall be carried out so as to protect scenic values, water quality, and the other conservation interests that are the subject of this Conservation Restriction, that fertilizing and manure accumulation shall not be permitted within one hundred feet of any watercourse or wetland, and that after the termination of Elisabeth Donker's life estate or occupancy in the house and lot adjoining the Premises, animal grazing within fifty feet of any watercourse or wetland shall be addressed in the Land Management Plan or in the Conservation Farm Plan, and the Grantee may from time to time prohibit grazing within ten feet of any watercourse or wetland if such grazing is damaging the water quality therein and may require the installation of filter strips or other measures to protect water quality;

2. Non-Commercial Vegetation Management. In accordance with the best management practices and recommended guidelines set forth in the current Massachusetts Forestry Best Management Practices Manual for vegetation management (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. de minimis selective removing of brush, 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 clear around and near stone walls; or to preserve the present condition of the Premises, including vistas, woods roads, fence lines and trails and meadows as shown on Baseline Documentation Report;
- b. non-native or nuisance species: removing of non-native, nuisance, or invasive species, the interplanting of native species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
- c. at least fifty 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;

- d. at least fifty feet from watercourses and wetlands, harvesting trees to provide firewood (not more than ten cords annually) or construction materials (not more than one thousand board feet annually), in both instances for use by the Grantor but not for sale;

3. Commercial Vegetation Management. The cutting of trees for commercial timber production at least fifty feet from watercourses and wetlands to the extent permitted in the designated forest management zone/s, as listed in the current Land Management Plan; and in accordance with the best management practices and recommended guidelines set forth in the current Massachusetts Forestry Best Management Practices Manual for vegetation management (Catanzaro, Fish, & Kittredge, 2013), or in subsequent editions thereof, or in such other manual or description of best management practices as the Grantee may approve from time to time; and in accordance with all applicable statutes and regulations including any plans required thereunder (including without limitation a Forest Cutting Plan approved by the Department of Conservation and Recreation, acting by and through its State Forester, or any successor agency); and in accordance with a Forest Management Plan, prepared by a Massachusetts licensed professional forester and approved by the Grantee and the Department of Conservation and Recreation, that is designed to protect the conservation values of the Premises, including without limitation, water quality, scenic views, and wildlife habitat;

4. Land Conversion. With the prior written approval of the Grantee, conversion into pasture, meadow or field of wooded portions of the Premises, provided that the land clearing is carried out in accordance with the Conservation Farm Plan, and that no such clearing or conversion shall take place within one hundred feet of any watercourse or wetland;

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

- a. trails: trails and woods roads as permitted by the Grantee or by the Conservation Farm Plan or Forest Management Plan mentioned in paragraph B.1 or B.3, above;

- b. signs: boundary markers; trail markers; and a reasonable number of directional, informational, or admonitory signs indicating the status of the land as a conservation area, any restrictions on its use, the identity and address of the occupants, the Grantee's interest in the Premises, and the conservation values protected by this Conservation Restriction; and

- c. 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) and

subject to Section II.D, below;

d. parking area: an unpaved (gravel or similar permeable material) parking area in the southwesterly portion of the Premises along Tory Fort Lane to facilitate public access and use of the Premises, including the relocation or reconstruction of the stone wall in the area. A limited amount of paving may be provided to comply with Americans with Disabilities Act;

6. Non-commercial recreational activities. Such as hiking, cross-country skiing, horseback riding, nature study, and camping, including the erection and use of such accessory structures as blinds and birdhouses, no more than four tent platforms, and temporary sanitary facilities such as chemical toilets, and other non-motorized outdoor recreational activities that do not materially alter the landscape, and do not degrade environmental quality;

7. Wildlife Habitat Improvement. With the prior written permission of Grantee, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species including selective planting of native trees, shrubs and plant species;

8. The use (but not the storage) of motor vehicles in accordance with farm or forestry uses permitted under paragraph B.1, B.2, or B.3, above, or, with written permission of the Grantee as necessary for the other uses reserved in paragraph B.

9. Uses and activities permitted by previously recorded easements, including but not limited to, an easement granted to Massachusetts Electric Company recorded in the Worcester District Registry of Deeds at Book 4254, Page 75.

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, 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 (with a receipt) 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 or conservation values of this Conservation Restriction or the conservation values of the Premises.

E. Obligations of Grantor. The Grantor covenants and agrees to periodically maintain and clear trails and woods roads; to keep them in condition suitable for pedestrian use and horseback riding; and, to install a limited number of trail markers and directional, informational, or admonitory signs no larger than two (2) 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 violation or to restore the Premises to their condition prior to such damage. The Grantor shall in any event so restore the Premises as soon as is practicable and in any event at such time as title to the Premises is sold or otherwise transferred.

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 Section 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 building and maintaining hiking trails for public use, including the installation and maintenance of trail markers and a reasonable number of directional and informational signs; and
2. to the Grantee the right to:
 - a. allow the general public 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 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 Conservation Restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction, under applicable law, after notice, review 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 or to any applicable law which expressly provides for a different disposition of the proceeds. Article 97 of the Amendments to the Massachusetts Constitution shall be complied with.

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 equal shares, 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. Article 97 of the Amendments to the Massachusetts Constitution shall be complied with.

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. 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 would be qualified to hold this Conservation Restriction. 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 this Conservation Restriction has first been assigned to an entity other than the owner of the fee so as to avoid any possible merger and to ensure enforceability of this Conservation Restriction 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 municipality acting by and through its Conservation Commission, by authority of Chapter 40 Section 8C, 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.

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 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, and 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 the parties, 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.

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

Signature page for the Greater Worcester Land Trust, Inc.

Signature page for the Worcester Conservation Commission

Signature page for the Worcester City Council and City Manager

Signature page for the Secretary of the Energy and Environmental Affairs

Exhibit A, being the legal description of the Premises

Exhibit B, being a sketch of the Premises

IN WITNESS WHEREOF, the said Greater Worcester Land Trust, Inc., 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 11 day of March, 2015.

Greater Worcester Land Trust, Inc.

By: [Signature]
Allen W. Fletcher, President

By: Nancy Meehan
Nancy Meehan, Treasurer

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this 11 day of March, 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.

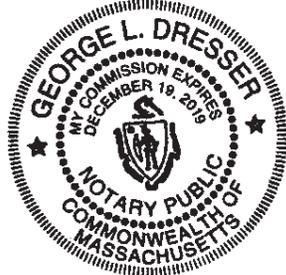


[Signature]
Notary Public

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this 11 day of March, 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.



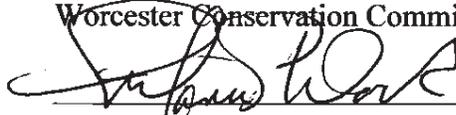
[Signature]
Notary Public

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 2, 2015, said Commission voted to accept the foregoing Conservation Restriction pursuant to M.G.L. Chapter 184, Section 32 and Chapter 40 Section 8C and to be bound by the terms set forth therein.

Members of the
Worcester Conservation Commission

Stefanie Wood



Jordan Berg Powers



Joseph Charpentier



Peter McKone



COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this 2 day of March, 2015, before me, the undersigned notary public, personally appeared He Albre, 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.



DEBORAH D. STEELE

Notary Public

Commonwealth of Massachusetts

My Commission Expires July 4, 2019

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 February 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 40 Section 8C.



David Rushford, City Clerk

COMMONWEALTH OF MASSACHUSETTS

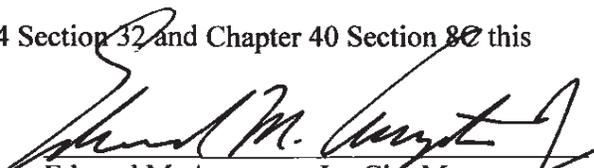
Worcester, ss.

On this 12th day of March, 2015, before me, the undersigned notary public, personally appeared David 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
Comm. Exp. May 8, 2020

Accepted pursuant to M.G.L. Chapter 184 Section 32 and Chapter 40 Section 8C this 12th day of March, 2015.

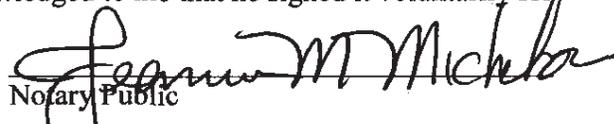


Edward M. Augustus, Jr., City Manager

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this 12th day of March, 2015, 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.



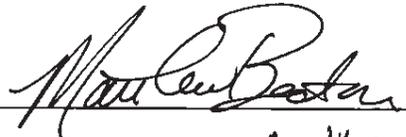
Notary Public

 **JEANNIE M. MICHELSON**
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 has been approved in the public interest pursuant to M.G.L. Chapter 184, Section 32.

Date: 4/14, 2015


Secretary of Energy and Environmental Affairs *Matthew Benton*

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 14th day of April, 2015, before me, the undersigned notary public, personally appeared Matthew Benton proved to me through satisfactory evidence of identification, which were personally known to me, 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.

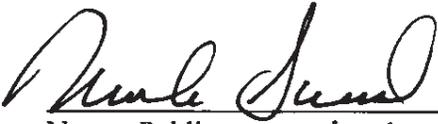

Notary Public 12/7/2018

Exhibit A - Legal Description

TRACT 1: A certain tract of land situated in the northwesterly part of the City of Worcester, being a part of land known as the North Bend Farm, bounded and described as follows:

BEGINNING at the southwesterly corner thereof and at the northwesterly corner of land now or formerly of Frank Dudley, formerly of Warren A. Clapp;

THENCE S. 86° E. thirty-three (33) rods three (3) links by land of said Dudley and also land now

THENCE S. 84 1/2° E. nineteen (19) rods, fifteen (15) links;

THENCE S. 82° E. twenty-one (21) rods twenty (20) links to a corner. The last three courses being

THENCE N. 3 1/4° W. by stone wall on land of said Prentice and by land now or formerly of one

THENCE N. 86° W. fifty-five (55) rods to a point at land now or formerly of said Anderson;

THENCE deflecting to the left 90° and running fifty (50) feet to land now or formerly of Herbert

THENCE deflecting to the right 90° running ten (10) rods to land now or formerly of Anderson;

THENCE deflecting to the left 90° and running twenty (20) rods to other land of said Anderson;

THENCE N. 86° W. twelve and one-half (12 1/2) rods to Tory Fort Lane, so-called;

THENCE S. 18 1/4° E. by said Lane twenty-four (24) rods nine (9) links to the place of beginning.

Also two triangular parcels of land located on the westerly side of said Lane and bounded and

BEGINNING at the southeasterly corner of land now or formerly of John Friend and at the northeasterly corner of tract to be described;

THENCE S. 18 1/4° E. by said Lane ten (10) rods more or less;

THENCE N. 85° W. about three (3) rods twenty (20) links;

THENCE 2 1/4° E. about four (4) rods to said Lane;

THENCE N. 45 1/2° W. about three and one-half (3 1/2) rods to land of said Friend;

THENCE by land of said Friend to the place of beginning.

TRACT 2: The land in Worcester shown as Lots 3 and 21 on a plan of Corona Heights, Section B recorded with Worcester District Registry of Deeds in Plan Book 37, Plan 29, and being the same premises described in deed of Edward A. Robertson to Milton I. Dunn et ux, dated May 24, 1922, recorded with the Worcester District Registry of Deeds in Book 2269, Page 596.

TRACT 3: The land in Worcester on the easterly line of Tory Fort Lane and also the land lying easterly of Tory Fort Lane and being the same premises conveyed to Milton I. Dunn and Mabel A. Dunn by deed of George W. Anderson dated March 10, 1922 and recorded with Worcester District Registry of Deeds in Book 2263, Page 445.

Excepting from the premises conveyed by this deed that portion, if any, included in the deed from Milton I. Dunn et als to George W. Anderson dated March 10, 1922 and recorded with Worcester District Registry of Deeds in Book 2263, Page 443.

Excepting also the premises conveyed to Francis J. Parslow et ux by deed of Mabel A. Dunn dated September 27, 1947 and recorded with said Deeds, Book 3079, Page 259.

Excepting also the premises conveyed to Richard T. Benson, by deed dated 12 April 1968,

Tract I herein conveyed is subject to the easement granted to Francis S. Holmes et ux dated October 15, 1951 and recorded with said Deeds, Book 3394, Page 390; and to a taking by the City of Worcester for High Service Transmission water main dated July 28, 1954 and recorded with BEING the same premises described in a deed dated November 8, 1978 and recorded with the Worcester District Registry of Deeds in Book 6629, Page 154.

The land in Worcester, Worcester County, Massachusetts on the easterly side of Tory Fort Lane,

BEGINNING at a point at the northwest corner of land of John W. Odlin as described in deed of Frederick E. Dudley to John W. Odlin, dated 18 September 1916 and recorded with the Worcester District Registry of Deeds, Book 2113, Page 440;

THENCE S. 82° 13' E., about 246.06 feet, more or less, by said Odlin land, to a point at land now THENCE N. 16° 23' E., about 452.28 feet, more or less, by land now or formerly of said Prentice to a drill hole in a stone at land now or formerly of one Anderson;

THENCE N. 85° 30' W., about 414.6 feet, more or less, by land of said Anderson to a point on the THENCE Southerly by said Tory Fort Lane, about 450 feet, more or less, to the point of

TOGETHER with all Grantor's rights in said Tory Fort Lane abutting said parcel, and subject to BEING a part of the premises described in a deed of Welcome W. Clapp to Charles E. Dudley, dated 3 November 1894 and recorded with the Worcester District Registry of Deeds, Book 1454, BEING the same premises described in a deed dated August 14, 1995 and recorded with the Worcester District Registry of Deeds in Book 17283, Page 357.

Exhibit B - Sketch Plan depicting the Premises

