



Bk: 23049 Pg: 212 Page: 1 of 20
 Doc: RSTRS 06/20/2016 02:37 PM
 ATTEST: Barry J. Amaral, Register
 Bristol County North Registry of Deeds

200@
 Grantor: Attleboro Land Trust, Inc.
 Grantee: City of Attleboro, by and through its
 Conservation Commission
 Grantee: Massachusetts Audubon Society, Inc.
 Address of Property: Wilmarth and Smith Streets, Attleboro
 For Grantor's title see Book 23049, Page 206

CONSERVATION RESTRICTION
 TO
 CITY OF ATTLEBORO and MASSACHUSETTS AUDUBON SOCIETY

Interior Parcel
 Roger and Deborah Richardson Nature Preserve, Attleboro

Attleboro Land Trust, Inc., a Massachusetts non-profit corporation with a mailing address of P.O. Box 453, Attleboro, Massachusetts 02703, its successors and permitted assigns ("Grantor"), for consideration paid of Four Hundred Fifty Thousand Dollars (\$450,000.00), the receipt and sufficiency of which is hereby acknowledged, grants, with quitclaim covenants, to the **City of Attleboro**, a Massachusetts municipal corporation with an address at 77 Park Street, Attleboro, Massachusetts, acting by and through its Conservation Commission established pursuant to M.G.L. Chapter 40, Section 8C, its successors and permitted assigns, and to **Massachusetts Audubon Society, Inc.**, a Massachusetts non-profit corporation with a principal office at 208 South Great Road, Lincoln, Massachusetts, its successors and permitted assigns (collectively, "Grantees"), in perpetuity and exclusively for conservation purposes, the following described Conservation Restriction (hereinafter, the "Conservation Restriction" or the "Restriction") on a parcel of land located in the City of Attleboro, Massachusetts, constituting approximately 57.66 acres and more particularly described in Exhibit A attached (the "Premises"). For Grantor's title see Bristol North District Registry of Deeds, Book 23049, Page 206. This conservation restriction is being purchased with the assistance of a grant from the Commonwealth's Local Acquisitions for Natural Diversity grant program (Attleboro LAND grant #17 in the amount of \$306,000); see project agreement recorded in said Registry of Deeds at Book 23049 Page 208.

I. Purposes: This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 and Section 8C of Chapter 40 of the General Laws and otherwise by law. Its purpose is to assure that the Premises will be retained in perpetuity predominately in their natural, scenic and open condition and accessible to the public, and to prevent any use of the Premises that will materially impair or interfere with the conservation values of the Premises. The Premises contain unusual, unique or outstanding qualities the protection of which in their

predominantly natural and open condition will be of benefit to the public. These qualities include:

- A. Habitat diversity and wildlife. The Premises comprise a substantial, relatively natural area containing a diversity of habitat types, including upland woods, open fields, perennial stream, marsh, and wooded swamp. These habitats support a wide variety of plant and resident and migratory wildlife populations.
- B. Wetlands and water resources. The Premises include extensive wetlands areas, including perennial stream, marsh, and wooded swamp, the preservation of which is in furtherance of the policy of the Commonwealth of Massachusetts as declared in M.G.L. Chapter 131, section 40, and of the City of Attleboro as declared in Chapter 18 of the Revised Ordinances of the City of Attleboro, the Local Wetlands Protection Ordinance, and the protection of which will contribute to water quality protection, flood control, and other benefits demonstrated to be commonly provided by wetlands.
- C. Nearby conservation areas. Conservation of the Premises will contribute to the ecological viability of an extensive natural area along Chartley Brook, much of which is already protected. The Premises are downstream of conservation land owned by the City of Attleboro and under agreement with the Attleboro Land Trust, and immediately upstream of the 290-acre city-owned Chartley Brook Conservation Area. Portions of these protected properties have been designated by the state's Natural Heritage and Endangered Species Program as BioMap2 Core Habitat and Critical Natural Landscape. The Attleboro Land Trust, Massachusetts Audubon Society, and City of Attleboro hope to protect additional areas along this stream corridor.
- D. Nature Education and Passive Recreation. The Premises contain natural resources of value to the public in passive recreation, quiet contemplation, and natural history education, and their protection will facilitate the property's use by the public for these beneficial pursuits.

The conservation values of the Premises and the public benefits of this Conservation Restriction are described in more detail in a Baseline Documentation Report to be kept on file at the offices of the Grantees and incorporated herein by this reference.

II. Prohibited Acts and Uses, Exceptions Thereto, and Permitted Uses:

- A. Prohibited Acts and Uses. Subject to the exceptions set forth in paragraph B below, Grantor shall neither perform nor permit others to perform the following acts and uses, which are prohibited on, above or below the Premises:
 1. Constructing or placing of any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, fences, asphalt or concrete pavement, sign, billboard or other advertising display, antenna, utility pole, tower, conduit, line or other temporary or permanent structure or facility on, above and below 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 make topographical changes to the Premises;
3. Placing, filling, storing or dumping 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. The subdivision of the Premises, or use of all or any portion of the Premises towards building or development requirements on this or any other property;
6. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control or soil conservation;
7. The use, parking or storage of motorcycles, motorized trail bikes, snowmobiles and all other motorized vehicles, except as necessary by the police, firefighters or other governmental agents in carrying out their lawful duties; and
8. Any other use of the Premises or activity which would materially impair conservation values unless it is necessary in an emergency for the protection of the conservation values that are the subject of this Conservation Restriction.

B. Exceptions to Otherwise Prohibited Acts and Uses. The Grantor reserves the right to conduct or permit the following activities and uses on the Premises, but only if such uses and activities do not materially impair the conservation values or purposes of this Conservation Restriction.

Activities not requiring Grantees' approval:

1. Recreational and Educational Activities. Hiking, bicycling, nature study and other non-motorized outdoor recreational and educational activities that do not materially degrade environmental quality.
2. Trails. The construction, maintenance and marking of trails (including bridges and boardwalks) for pedestrian use, including the use of skis and snowshoes, for bicycling, and for horseback riding, provided such trails do not materially degrade environmental quality.
3. Road Maintenance. The maintenance, use and reconstruction of the presently existing woods roads located on the Premises substantially in their present condition or to a standard reasonably necessary for the uses permitted in this section B (but not including paving).

4. Motor Vehicles. The use of motor vehicles as reasonably necessary in exercising the reserved rights in this section B, provided: such use is kept to the extent feasible on existing roads and trails and to the minimum necessary to accomplish the task; does not materially damage sensitive soils or vegetation; and no use is made in wetlands without Grantees' written permission.
5. Vegetation Management. In accordance with best management practices, selective minimal pruning, cutting and removal of trees and other vegetation (a) to control or remove hazards, exotics, invasive or nuisance species, or damage caused by storm, disease, insects or fire, (b) to construct and maintain trails, (c) for the purpose of non-commercial foraging in accordance with rules issued by the Grantor, or (d) to preserve the present condition of the Premises, including meadows and woods roads.
6. Composting. The stockpiling and composting of stumps, tree and brush limbs and similar biodegradable materials originating on the Premises in locations where the presence of such materials will not have a material deleterious impact on the purposes (including scenic values) of this Conservation Restriction or the conservation values of the Premises.
7. Minor Educational and Recreational Structures. The construction, maintenance, repair and replacement of minor structures for use by the public for educational and passive recreational purposes, including but not limited to structures such as interpretive signs, exhibits and benches. Said structures shall be designed and located so as not to have a material deleterious impact on the conservation purposes (including scenic values) of this Conservation Restriction or the conservation values of the Premises.
8. Signs. The erection, maintenance and replacement of signs with respect to ownership, boundaries, regulations governing public use, the Grantees' interest in the property, trails, natural features, flora and fauna, history, philosophy of protection, and the protected conservation values.
9. Garage and Farm Shed. Continued use, maintenance, repair, renovation, and demolition of the Garage located on the Premises. See paragraph B(15) below for enlargement, replacement, or relocation of the Garage. Continued use, maintenance, repair, renovation, and demolition of the Farm Shed located on the Premises. Enlargement, replacement, or relocation of the Farm Shed is prohibited.
10. Agriculture. Agricultural, horticultural, and animal husbandry operations carried on in accordance with sound agricultural management practices (including without limitation the cultivation of existing fields, the mowing and grazing of existing meadows, and the installation of sight-pervious or open-faced fences). Activities may include a community farm, community-supported agriculture, or community gardens, and may be conducted by the Grantor, a renter, or lessee. No practice will be considered unsound if it is conducted in accordance with a farm

conservation plan prepared by the Natural Resources Conservation Service of the U.S. Department of Agriculture, or successor agency, and that is consistent with this Conservation Restriction.

11. Special Events. Use of the Premises for up to ten events each year, which may involve the erection of temporary structures and the designation of temporary parking areas, provided that the total number of days for which the Premises are occupied by such events and associated activities (including set-up and tear-down) does not exceed 50 days per year, and provided that such events are conducted in accordance with the Guidelines for Special Events approved under paragraph B(15) below and in compliance with any applicable laws and regulations.

Activities Requiring Grantees' Prior Written Approval:

12. Habitat Management and Improvement. With the prior written permission of Grantees, measures not otherwise authorized that are designed to remove invasive or non-native species; to restore native biotic communities; to maintain, enhance or restore native species or habitat; or, in consultation with the Massachusetts Natural Heritage and Endangered Species Program, to maintain, enhance or restore rare or endangered species.
13. Woods Road Construction. With the prior written permission of Grantees, the construction of new unpaved woods roads up to 12 feet in width, and with a combined length not to exceed 5000 feet, where necessary for activities permitted in this Section B.
14. Forestry. The cutting of trees for any purpose not otherwise permitted in this Section B, including commercial timber harvest, in accordance with a Forest Management/Stewardship Plan (or successor plans), prepared by a Massachusetts state licensed forester in compliance with the Forest Cutting Practices Act (Mass. General Laws Chapter 132, s. 40 et seq.) and approved by the Grantees and the Department of Conservation and Recreation acting by and through its State Forester (or any successor agency), that is designed to protect and enhance the conservation values of the Premises, including but without limitation, water quality, water features, scenic views, and wildlife habitat.
15. Landscape Management/Visitor Use Plan. In accordance with a Landscape Management and Visitor Use Plan approved in writing by the Grantees, which may be amended from time to time by the Grantor with Grantees' written approval, the construction, maintenance, repair and replacement of various landscape elements (not otherwise authorized under this Section B) intended to enhance visitors' use and enjoyment of the property and its ecological, agricultural, educational, and recreational value. This may include elements such as:
 - a. a parking lot;

- b. agricultural structures, provided that the total collective footprint shall not exceed 2,000 square feet, except that structures without permanent foundations, used to extend the growing season, such as hoop houses, may exceed that limit;
- c. water and electrical services in support of any agricultural activities permitted on the Premises;
- d. installation of solar or wind energy systems, with a footprint not to exceed 1000 square feet, but only to the extent necessary to provide a sustainable source of power for allowed activities conducted on the Premises or on any adjacent lots on Wilmarth Street owned by Grantor that, together with the Premises, comprise the Richardson Preserve;
- e. sight-pervious fences or vegetative barriers to control public use of the Premises, as long as such fences or barriers are designed to have a minimal impact on the movement of wildlife and on the other conservation values of the Premises;
- f. use of the Premises for special events as provided under paragraph B(11) above, provided that they are conducted in accordance with Guidelines for Special Events approved by the Grantees, which Guidelines will address duration, periods for set-up and removal, parking, and other activities that if not conducted properly could damage the conservation values of the Premises;
- g. construction, use, and management of trails allowing snowmobile use; and
- h. enlargement by up to 25%, replacement, or relocation of the Garage shown on the plan referenced in Exhibit A provided that the purpose of such expansion, such as storage, space for indoor activities, or shelter for outdoor activities, is consistent with the purposes and conservation values of this Conservation Restriction.

Any and all such activities shall be undertaken in a manner that is designed to protect the conservation values of the Premises, including without limitation, wildlife habitat, water quality and scenic values.

16. Safeguarding Historic and Archaeological Resources. The conducting of archaeological activities, including without limitation surveying, excavation and artifact retrieval, following submission of an archaeological field investigation plan and its approval in writing by Grantee and the State Archaeologist of the Massachusetts Historical Commission (or appropriate successor official), providing:

- a. Grantor and Grantees 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; and that;

- b. Activities that propose 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. Activities in support of permitted uses and reserved rights, including but not limited to forestry and wildlife habitat improvement that are managed in accordance with and regulated by approved Forest Management/Stewardship Plans (or successor plans) required under this conservation restriction, are exempt from prior consultation with the Massachusetts Historical Commission.

17. The exercise of any right reserved by Grantor under this Section B shall be in compliance with all then-current federal, state and municipal law, including but not limited to the Zoning Ordinance of the City of Attleboro, the state Wetlands Protection Act (General Laws Chapter 131, Section 40), and Chapter 18 of the Ordinances of the City of Attleboro (the Local Wetlands Protection Ordinance). The inclusion of any reserved right in this Section B requiring a permit from a public agency does not imply that Grantees or the Commonwealth take any position on whether such permit should be issued.

- C. Permitted Acts and Uses. All acts and uses not prohibited by Sections A and B are permissible so long as they do not materially impair the conservation values of the Premises nor are contrary to the purposes of this Conservation Restriction.

Nothing in this Conservation Restriction shall prevent Grantor and Grantees from collaborating on activities and projects on the Premises that are of mutual interest to the parties, provided such projects are otherwise in compliance with the requirements of this Conservation Restriction.

III. Notice and Approval. Whenever notice to or approval by Grantees is required under the provisions of Section II B, Grantor shall give notice, either personally with a receipt or by a form of mail requiring a receipt, to Grantees in writing not less than sixty (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 Grantees to make an informed judgment as to its consistency with the purposes of this Conservation Restriction and to monitor the proposed activity. Grantees' approval shall not be unreasonably withheld, but shall only be granted upon a demonstration that the proposed activity is consistent with the purposes of this Conservation Restriction and the conservation values of the Premises. Failure of either Grantee to respond in writing (by a form of mail requiring a receipt) within such 60 days shall be deemed to constitute approval by that Grantee of the request as submitted, provided that the requested notice sets forth the provisions of this paragraph relating to deemed approval after the passage of time, the requested activity is not prohibited herein, and the activity will not materially impair the purposes or conservation values

of this Conservation Restriction. The 60-day limit for review may be extended by mutual agreement of the parties.

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally with a receipt or sent by a form of mail requiring a receipt (unless other method is specified by this Conservation Restriction), addressed as follows:

To Grantor: Attleboro Land Trust
P.O. Box 453
Attleboro, MA 02703

To Grantees: Attleboro Conservation Commission
City Hall
77 Park Street
Attleboro, MA 02703

and

Director of Land Conservation
Massachusetts Audubon Society
208 South Great Road
Lincoln, MA 01773

or to such other address as any of the above parties shall designate from time to time by written notice to the other, or if returned to sender, re-sent to an address that is reasonably ascertainable by the parties.

IV. Legal Remedies of 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 Grantee for the enforcement of this Conservation Restriction. Grantees agree to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantees determine there is no ongoing diminution of the conservation values of the 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.

In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey and permanent monumentation of the boundaries.

(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 their 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 acceptance of this conservation restriction, the Grantees do not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantees or their agents.

(d) Acts Beyond the Grantor's Control. Nothing contained in this Conservation Restriction shall be construed to entitle the Grantees to bring any actions 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. In the event of any such occurrence, the Grantor and Grantees will cooperate in the restoration of the Premises, if desirable and feasible.

V. Access. The Conservation Restriction hereby conveyed does not grant to Grantees, to the general public, or to any other person any right to enter upon the Premises except as follows:

(a) Monitoring and Enforcement. There is hereby granted to Grantees and their representatives the right to enter the Premises at reasonable times and in a reasonable manner for the purpose of inspecting the same to determine compliance with and/or to enforce this conservation restriction.

(b) Public Access. There is hereby granted to the public the right to visit the property on foot for purposes of nature study and outdoor recreation, subject to such reasonable rules and regulations as the Grantor may impose to protect public safety and the conservation values of the Premises.

VI. Extinguishment. 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 judicial proceedings in a court of competent jurisdiction after review and approval by the Commonwealth's Secretary of Energy and Environmental Affairs or appropriate successor official. 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 the provisions set forth below, subject, however, to any applicable law which expressly provides for a different disposition of proceeds.

Grantees shall use their share of the proceeds in a manner consistent with the conservation purpose set forth herein after compliance with any gifts, grants or other funding requirements.

Grantor and Grantees agree that the conveyance of this Conservation Restriction gives rise to a property right, immediately vested in Grantees, with a fair market value determined by multiplying the then-current fair market value of the Premises unencumbered by this Restriction (minus any increase in value after the date of this grant attributable to improvements) by 0.714. For the purposes of this paragraph, this ratio shall remain constant.

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, then Grantor and Grantees shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by Grantor and Grantees shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between Grantor and Grantees in shares equal in proportion to the aforementioned ratio (though if a less-than-fee interest is so taken, the proceeds shall be equitably allocated according to the nature of the interest taken). In any distribution of proceeds to the Grantees, the amount shall be paid to the City of Attleboro alone unless otherwise agreed. Grantees shall use their share of the proceeds in a manner consistent with the conservation purposes set forth herein.

VII. 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 are authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantor, on behalf of itself and its successors and assigns, appoints the Grantees its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves 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 either Grantee, except in the following instances: As a condition of any assignment, said Grantee shall require that the purpose of this Conservation Restriction continues to be carried out; that the Assignee is not an owner of the fee in the Property, and the Assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts. Any assignment will comply with article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VIII. Subsequent Transfers. The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants 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 any of the above shall not impair the validity or enforceability of this Conservation Restriction. Any transfer will comply with article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

The Grantor shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if 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.

IX. Estoppel Certificates. Upon request by Grantor, Grantees shall within sixty (60) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Conservation Restriction.

X. Amendment. If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantees may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of either 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. Any amendments to this conservation restriction shall occur only in exceptional circumstances. The Grantees will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs and if applicable, shall comply with the provisions of Art. 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Bristol North Registry of Deeds.

XI. Effective Date. This Conservation Restriction shall be effective when Grantor and 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 recorded in a timely manner in the Bristol North District Registry of Deeds.

XII. Miscellaneous.

(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 purpose of Mass. Gen. Laws Chapter 184, Sections 31-33. If any provision in this instrument is found to be ambiguous, an 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 found to be invalid, the remainder of the provision 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 the 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 "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 Rights of the Public. Approval of this Conservation Restriction pursuant to M.G.L. Chapter 184, Section 32 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, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

(h) No Merger. The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantees agree that neither will take title, to any part of the Premises without having first assigned this Conservation Restriction to a non-fee owner to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

(i) Counterparts. This Conservation Restriction may be executed in counterparts and shall constitute a single agreement whether or not all signatures appear on a single copy hereof.

Attachments. Attached hereto and incorporated herein are the following:

Signature pages of:

Grantor: Attleboro Land Trust
Grantee: Attleboro Conservation Commission
Grantee: Massachusetts Audubon Society
Approval: Mayor of City of Attleboro
Approval: Attleboro City Council
Approval: Secretary of Energy and Environmental Affairs

Exhibit A: Description of Premises

Exhibit B: Sketch Plan of Premises

[SIGNATURES APPEAR ON FOLLOWING PAGES]

Executed under seal as of this 1st day of June, 2016.

ATTLEBORO LAND TRUST, INC.

Edwin F. Leach II

Edwin F. Leach II
President

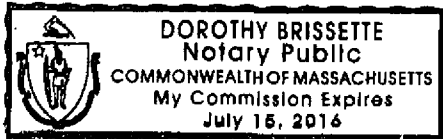
Roy S. Belcher III

Roy S. Belcher III
Treasurer

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss:

On this 1st day of JUNE, 2016, before me, the undersigned notary public, personally appeared Edwin F. Leach II, proved to me through satisfactory evidence of identification which was Li. Gense to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as President of the Attleboro Land Trust, Inc., a corporation.

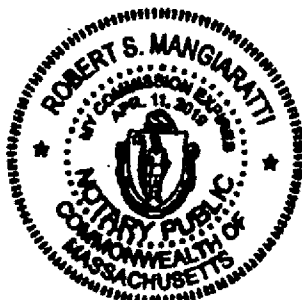


Dorothy Brissette
Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss:

On this 1st day of JUNE, 2016, before me, the undersigned notary public, personally appeared Roy S. Belcher III, proved to me through satisfactory evidence of identification which was PERSONAL KNOWLEDGE to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as Treasurer of the Attleboro Land Trust, Inc., a corporation.



Robert S. Mangiaratti
Notary Public
My Commission Expires:

ACCEPTANCE OF CONSERVATION COMMISSION

We, the undersigned, being a majority of the Attleboro Conservation Commission, Massachusetts, hereby certify that at a public meeting duly held on JUNE 1, 2016, 2016, the Conservation Commission voted to accept the foregoing Conservation Restriction from the Attleboro Land Trust., Inc., pursuant to M.G.L. Ch. 184, §32 and M.G.L. Ch. 40, § 8C.

<u>Don Ouellette</u>	<u>[Signature]</u>
<u>Suzanne Bourdeau</u>	<u>Bertha Young</u>
<u>Melissa Riley</u>	<u>Kathi Gariepy</u>
<u>John Camara</u>	

COMMONWEALTH OF MASSACHUSETTS

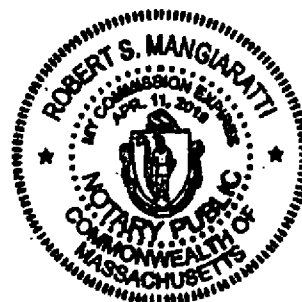
BRISTOL, ss.

On this 1st day of JUNE 2016, before me, the undersigned notary public, personally appeared Don Ouellette, Suzanne Bourdeau, Melissa Riley, John Camara, Bruce Hagerman, Bertha Young, Kathi Gariepy

proved to me through satisfactory evidence of identification which was personal knowledge to be the person(s) whose name(s) are signed on the preceding document, and acknowledged to me that they signed it in their stated capacity, duly authorized, and voluntarily for its stated purpose.

[Signature]
Notary Public

My commission expires: 4-11-19



ACCEPTANCE OF GRANT

The Conservation Restriction from the Attleboro Land Trust, Inc., to the City of Attleboro and Massachusetts Audubon Society set forth above is accepted this 2 day of June, 2016.

MASSACHUSETTS AUDUBON SOCIETY, INC.

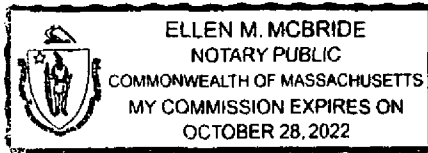
Gary R. Clayton
Gary R. Clayton, President

Bancroft R. Poor
Bancroft R. Poor, Assistant Treasurer/CFO

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 2 day of June, 2016, before me, the undersigned notary public, personally appeared Gary R. Clayton, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as President of Massachusetts Audubon Society, Inc., a corporation.

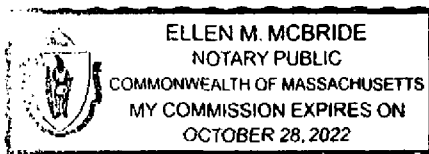


Ellen M. McBride
Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 2 day of June, 2016, before me, the undersigned notary public, personally appeared Bancroft R. Poor, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as Assistant Treasurer of Massachusetts Audubon Society, Inc., a corporation.



Ellen M. McBride
Notary Public
My Commission Expires:

APPROVAL AND ACCEPTANCE BY MAYOR

I, Kevin J. Dumas, Mayor of the City of Attleboro, Massachusetts, hereby accept and approve the foregoing Conservation Restriction from the Attleboro Land Trust to the City of Attleboro and the Massachusetts Audubon Society as being in the public interest pursuant to M.G.L. Ch. 184, sections 31-33 and Ch. 40, section 8C.

6/10/2016
Date

[Signature]
Kevin J. Dumas, Mayor

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss.

On this 14th day of June 2016, before me, the undersigned notary public, personally appeared Kevin J. Dumas, proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it in his stated capacity, duly authorized, and voluntarily for its stated purpose.



SHARON L. RIVARD
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 4, 2019

[Signature]
Notary Public

My commission expires: April 4, 2019

ACCEPTANCE AND APPROVAL BY CITY COUNCIL

We, the undersigned, being a majority of the City Council of the City of Attleboro, Massachusetts, hereby certify that at a public meeting duly held on JUNE 07, 2016, the City Council voted to accept and approve the foregoing Conservation Restriction from the Attleboro Land Trust to the City of Attleboro and the Massachusetts Audubon Society as being in the public interest pursuant to M.G.L. Ch. 184, sections 31-33, and Ch. 40, section 8C.

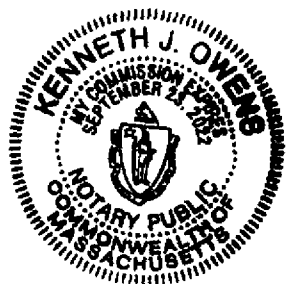
<u>Frank B. Cook</u>	<u>Jeremy Denlea</u>
<u>Heather J. Porteca</u>	<u>Richard Conti</u>
<u>J. A. Hall</u>	<u>James J. Dilisio</u>
<u>Peter Blais</u>	<u>Sara L. Reynolds</u>
<u>Shannon M. Heagney</u>	
<u>Kate M. Jackson</u>	

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss.

On this 10th day of June 2016, before me, the undersigned notary public, personally appeared Heather J. Porteca, JULIE A. HALL, COUNCIL PRESIDENT FRANK COOK, PETER BLAIS, SHANNON M. HEAGNEY, VICE-PRESIDENT JEREMY DENLEA, RICHARD CONTI, KATE JACKSON, JAMES DILISIO, AND MARK COOPER, AND SARA REYNOLDS.

proved to me through satisfactory evidence of identification which was (Personal Knowledge of the identities of the signers) to be the person(s) whose name(s) are signed on the preceding document, and acknowledged to me that they signed it in their stated capacity, duly authorized, and voluntarily for its stated purpose.




Kenneth J. Owens
Notary Public
My commission expires: 12/23/2022

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 Attleboro Land Trust to the City of Attleboro, by and through its Conservation Commission, and the Massachusetts Audubon Society has been approved in the public interest pursuant to M.G.L. Ch. 184, Section 32.

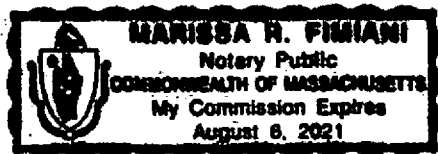
Date: 6/17, 2016

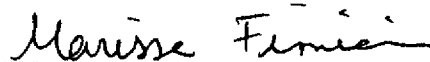

Matthew A. Beaton
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 17 day of June 2016, before me, the undersigned notary public, personally appeared Matthew A. Beaton, proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as Secretary of Energy and Environmental Affairs for the Commonwealth of Massachusetts.




Notary Public
My commission expires: August 6, 2021

06-01-16

EXHIBIT A

That parcel of land situated on the southerly side of Wilmarth Street and the northerly side of Smith Street in Attleboro, Bristol County, Massachusetts, shown as Lot 1 on that certain plan of land entitled "Land Owned by the Stephen K. Richardson Revocable Trust & the Thomas O. Richardson Trust in Attleboro, Massachusetts" drawn by E. Otis Dyer, R.P.L.S., scale 1"=80', dated February 23, 2016, and recorded at Bristol North Registry of Deeds in Plan Book 503, Pages 27-28, and comprising approximately 57.66 acres.

For Grantor's title, see deed dated June 14th, 2016, and recorded in said Deeds in Book 23049, Page 206.

For illustrative purposes only, a sketch plan of the Premises is attached hereto as Exhibit B.

EXHIBIT B

Sketch illustrating Premises, excerpted from a plan entitled "Land Owned by the Stephen K. Richardson Revocable Trust & The Thomas O. Richardson Trust in Attleboro, Massachusetts" drawn by E. Otis Dyer, R.P.L.S., scale 1"=80', dated February 23, 2016, and recorded at Bristol North Registry of Deeds in Plan Book 503, Pages 27-28.

