

Grantor: DONALDSON FAMILY LIMITED PARTNERSHIP
Grantee: NEW ENGLAND FORESTRY FOUNDATION, INC
Property address: 8 Church Street, Thorndike and a portion of 209 Summer
Street, Thorndike
Title Reference: Book 15675, Page 11

Commonwealth of Massachusetts

GRANT OF CONSERVATION RESTRICTION

KNOW ALL PEOPLE BY THESE PRESENTS that the **DONALDSON FAMILY LIMITED PARTNERSHIP** having a mailing address of P.O. Box 332, Thorndike, Massachusetts 01079 for its successors and assigns (the "Grantor"), does hereby grant, for consideration of the sum of Two Hundred Thousand (\$200,000.00) Dollars, with QUITCLAIM COVENANTS, in perpetuity and exclusively for conservation purposes, to the **NEW ENGLAND FORESTRY FOUNDATION, INC.**, a Massachusetts nonprofit corporation with a principal place of business at 32 Foster Street, Littleton, Massachusetts 01460 ("NEFF"), its successors and permitted assigns (referred to herein as "Grantee"), a Conservation Restriction (the "Conservation Restriction") with respect to two certain parcels of land located in the Town of Palmer, Hampden County, Commonwealth of Massachusetts, consisting of approximately ninety-seven and seven tenths (97.1) acres out of 118.4 acres (two parcels) (the "Property"), more or less, which are described in Exhibit A and are shown on a Sketch Plan attached hereto as Exhibit A-1. Grantor also grants an Executory Interest in this Conservation Restriction to the **UNITED STATES OF AMERICA**, acting by and through the United States Fish and Wildlife Service, with a mailing address at 300 Westgate Center Drive, Hadley, Massachusetts 01035 (hereinafter referred to as the "Executory Interest Holder"), as set forth in Exhibit C attached hereto. All Exhibits are incorporated herein as part of this Conservation Restriction.

RECITALS

WHEREAS, the Property is predominately forest land of meaningful size and diversity, with important natural resources, including productive soils, diverse wildlife and plant habitat, and scenic and open space values in the Town of Palmer and has more than three thousand (3,000) linear feet of frontage and associated riparian habitat on the Ware River (collectively, and hereinafter, the "conservation values"); and

WHEREAS, this Conservation Restriction will limit uses and will prohibit activities associated with residential, commercial, or industrial development of the Property and related adverse effects on the conservation values of the Property; and

WHEREAS, conservation of the Property will help to protect the shoreline of the Ware River from additional development and from further degradation of Ware River water quality; and

WHEREAS, conservation of the Property will provide protection for important scenic values for the public using the Ware River; and will enhance the conservation values of adjacent conservation land on the east bank of the Ware River owned by the Town of Palmer; and

WHEREAS, conservation of the Property adds to previously protected lands in Palmer; enhances the magnitude and effect of Palmer's conservation and protected open space and watershed properties; and is consistent with and in furtherance of the Palmer Open Space and Recreation Plan; and

WHEREAS, conservation of the Property is made possible through the provisions of a Consent Decree entered in the United States District Court for the District of Massachusetts, Western Division on January 31, 1995 regarding the matter of United States of America and the Commonwealth of Massachusetts v. AMF Reece, Inc. et al., Civil Action Nos. 94-12153-EFH and 94-12154-EFH.; and

WHEREAS, the purchase of this Conservation Restriction is undertaken in accordance with the provisions of the *Final Restoration Plan and Environmental Assessment: PSC Resources Superfund Site, Palmer, Massachusetts* issued in October, 2008 and prepared by the U.S. Department of the Interior, U.S. Fish and Wildlife Service in cooperation with the Commonwealth of Massachusetts, Executive Office of Energy and Environmental Affairs; and

WHEREAS, the Grantor wishes to manage the Property and the forest resources thereon for long-term environmental and economic benefits, including, without limitation, by ensuring that the Property is managed for sustainable production of timber and wood products, but in accordance with the Guidelines (as hereinafter defined) that seek to conserve the conservation values of the Property; and

WHEREAS, the Grantor and Grantee wish to ensure the Property can be used for scientific and educational purposes aimed at increasing the public's understanding of sustainable forest management and watershed protection and increasing the public understanding and appreciation of the natural world; and

WHEREAS, Massachusetts' economy is linked to its agricultural and forest land resources. In particular, forest resources produce fuel, timber, maple sugar and other forest products, and provide much of Massachusetts' scenic beauty upon which Massachusetts' tourist, recreation and other industries depend. Accordingly, the Commonwealth of Massachusetts has repeatedly sought to foster the conservation of the State's agricultural, forest, watershed, and other natural resources through planning, regulation, land acquisition, and tax incentive programs; and

WHEREAS, the Grantee NEFF is an organization described in Section 501(c)(3) and Section 509(a)(1) of the Internal Revenue Code of 1986, as amended (the "Code"), and meets the requirements of Section 509(a)(1) of the Code. Grantee is a "qualified organization," as such term is defined in Section 170(h)(3) of the Code; and

WHEREAS, Grantor and Grantee recognize the conservation values of the Property and share the goal of permanently conserving the Property's conservation values through this

Conservation Restriction on, over, under and across the Property which shall prevent any use of the Property that will materially impair or interfere with the Property's conservation values.

NOW, THEREFORE, Grantor hereby grants to Grantee this perpetual Conservation Restriction, an interest in real property pursuant to Sections 31-33 of Chapter 184 of the General Laws of the Commonwealth of Massachusetts, as amended, of the nature and character described herein.

1. Purposes

The intent and purposes of this Conservation Restriction are: (i) to protect the Property, and its conservation values, including those set forth in the Recitals above, in perpetuity, in a natural, forested, and open condition; (ii) to promote the conservation of the forests, wetlands, riparian habitat, and wildlife thereon; (iii) to enhance the conservation values of abutting and neighboring open spaces and conservation areas including abutting lands owned by the Town of Palmer; (iv) to permit forest management activities on the Property consistent with Best Management Practices (“BMPs,” as defined in Section 3(c) hereof), applicable state and federal law, and in conformance with an approved Forest Stewardship Plan (as defined in Section 3 hereof); (v) to permit scientific and educational activities on the Property consistent with the terms and conditions herein; and (vi) to permit the passive recreational use of the property in a manner that does not materially impair its conservation values, including water quality, and is consistent with federal, state, and local laws and regulations.

2. Binding Effect and Prohibited Activities

Subject to exceptions and provisions contained in Section 3 hereof, the Grantor covenants for itself and its legal representatives, successors and assigns that the Property will at all times be held, used, and conveyed subject to, and not used in violation of, the following covenants that shall run with the Property in perpetuity and that the Grantor and Grantor’s heirs, successors and assigns shall neither perform, nor knowingly allow others to perform, the following acts and uses, which are prohibited on, above, below or affecting the Property or that are inconsistent with the covenants contained herein.

(a) The Property, including without limitation any body of water thereon, shall continue to be used in an undeveloped and natural condition, and shall not be used for residential, industrial, or commercial uses;

(b) No temporary or permanent dwelling, building, office, tennis court, swimming pool, driveway made of asphalt or other impermeable materials, improved road associated with development, aircraft landing strip, sign, billboard or other advertising display, mobile home, utility pole, tower, conduit or line, well (including test, exploratory, and/or extraction wells except those associated with testing for subsurface environmental contaminants), equipment, fixture, trailer, antenna, or other temporary or permanent structure or improvement shall be constructed, placed or permitted on the Property;

(c) No loam, peat, gravel, soil, sand, rock or other mineral resource, groundwater, or natural deposit shall be excavated, dredged, mined, extracted, or removed from the Property;

(d) No trees, shrubs or other vegetation on the Property shall be cut, removed or destroyed;

(e) No soil, fill, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, radioactive or hazardous waste, construction debris, human waste or sludge, or other substance or material whatsoever shall be placed, stored, dumped or permitted to remain on the Property;

(f) The Property is currently comprised of two parcels owned by Grantor. Grantor shall maintain the parcels comprising the Property and all interests therein under common ownership as a single legal parcel. No subdivision of said parcel, no recording of a subdivision plan, and no partition of any of said parcel, or any other attempt to divide any of said parcel into two or more parcels, shall be permitted without the written permission of Grantee, which shall have sole discretion in granting such permission. Any such division that might be permitted shall not allow use of the Property, or any portion of the Property, in a manner contrary to the provisions of this Conservation Restriction. Further, any such division shall not unreasonably increase the responsibilities of, or complicate the ability of, the Grantee to exercise its rights and responsibilities pursuant to this Conservation Restriction. No portion of the Property may be used toward building requirements on this or any other land. This paragraph should not be construed to prohibit agreements to resolve bona fide boundary disputes or ambiguities, with the prior written consent of the Grantee, which consent shall not be unreasonably withheld;

(g) The use, parking, or storage of automobiles, trucks, motorcycles, motorized trail bikes, snowmobiles, or any other motorized vehicles;

(h) Any other activity or use that may materially impair the conservation values or the purposes of this Conservation Restriction, as determined by the Grantee.

3. Reserved Rights

The Grantor hereby reserves to and for Grantor provided that they are done in a manner that does not materially impair the purposes of this Conservation Restriction: (i) all customary rights and privileges of property ownership associated with the Property that are not specifically restricted by the terms of Section 2 of this Conservation Restriction, and (ii) the following rights and privileges set forth under the subsections of this Section 3 which shall be specifically permitted on the Property.

(a) The construction, relocation, maintenance or use of trails, fences, bridges, gates, and stone walls, on the Property, as reasonably necessary for the exercise of Grantor's rights and privileges on the Property (including but not limited to rights associated with forest management and passive recreational activities), or as necessary and desirable in controlling unauthorized use or facilitating authorized use of the Property or for protection of water quality;

(b) The placement, erection, relocation, repair, and maintenance of signs setting forth and describing permitted uses of the Property, identifying trails, locations, property boundaries, natural features or similar items, or identifying the owner of the Property and the holder of this Conservation Restriction, provided that said signs do not exceed 1,296 square inches each in surface area;

(c) The right to conduct, or permit others to conduct, sound forest management uses of the Property, including the right to commercially harvest forest products, conduct maple sugaring operations, and conduct related or similar forest product operations in accordance with a Forest Stewardship Plan (hereinafter the "Stewardship Plan") approved by the State Forester or his or her designee. The Stewardship Plan shall be prepared by a professional forester licensed to practice forestry in Massachusetts. The preparer of the Stewardship Plan shall certify in writing that the plan and all amendments and updates comply with the terms of this Conservation Restriction. The Stewardship Plan also shall provide for sustainable management of the Property in a manner consistent with generally accepted "Best Management Practices" to protect soil resources and water quality, as those practices may be identified from time to time by programs recognized as appropriate by state agency authorities, and in a manner not wasteful of soil resources or detrimental to water quality or to the conservation purposes listed in Section 1 hereof. The Stewardship Plan may be updated periodically, particularly if new information or new knowledge is obtained that promotes or enhances the conservation values and sound forest management of the Property. The Stewardship Plan, and subsequent updates or amendments, shall be submitted to the Grantee and to the United States Fish and Wildlife Service's New England Field Office located at 70 Commercial Street, Concord, NH 03301. A Stewardship Plan for the Property shall be completed within two (2) years from the date this Conservation Restriction is recorded at the Hampden County Registry of Deeds, or before any commercial harvest of forest products occurs on the Property, whichever shall occur first. The Grantor shall update the Stewardship Plan at least every ten years thereafter to the extent that the Grantor desires to continue to conduct forestry activities on the Property. All forest product-harvesting operations shall be conducted in accordance with applicable law, including but not limited to the Massachusetts Forest Cutting Practices Act (M.G.L. c. 132, as amended) and associated regulations promulgated at 304 CMR 11.00;

(d) The right to the leaving of slash after harvesting timber and the clearing of forested land to create early stage forest habitats or to plant native trees or native shrubs provided that such activities, and the manner in which such activities are conducted and maintained, are included and/or conditioned within the Stewardship Plan or any updates or amendments thereto, and further provided that any such activity is done in a manner that does not impair water quality;

(e) If approved in the Stewardship Plan or in a Forest Cutting Practices Act permit, the right to create woods roads, log landings, and rights-of-way and to use same by vehicles necessary to conduct allowed uses on the Property said vehicles to be kept on existing roads, to the extent possible;

(f) The right to excavate earth materials solely for the purposes of constructing and maintaining roads and log landings for forestry and agricultural uses, in accordance with the Stewardship Plan, within the Property and within abutting lands of Grantor located in the Town of Palmer. Sites used for excavation of earth materials shall be identified in the Stewardship Plan, shall not exceed one-half acre of cleared vegetation at any point in time, and, when the excavation of a site is complete, shall be restored with a minimum of six (6) inches of topsoil and seeded with native herbaceous plant species.

(g) The right to control public access on the Property, provided there shall be no limitation on Grantee's access to the Property for purposes of enforcing this Conservation Restriction; and

(h) The right to conduct, or allow to be conducted, "passive outdoor recreational activities" on the Property in a manner that does not materially impair water quality. Passive outdoor recreational activities shall include but not be limited to hiking, running, snowshoeing, hunting, fishing, trapping, target shooting (so long as non-toxic ammunition is used), bicycling, skiing, nature studies, horseback-riding, and other similar non-motorized forms of recreation and activities that expand human knowledge and appreciation of wildlife, forest management, and the natural world.

4. Resolution of Disputes

(a) The Grantor and Grantee (the "parties") desire and agree that they will attempt to address disputes arising from time to time concerning the provisions of this Conservation Restriction usually first through candid and open communication between the parties rather than unnecessarily formal or adversarial action. Therefore, the Grantor and Grantee agree that if either party becomes concerned whether any use, action, or inaction complies with the provisions of this Conservation Restriction, the concerned party shall notify the other party of the problem, and the parties shall attempt to reach an agreeable resolution by informal dialogue, provided that if the dispute regards a violation or activity that could materially harm the conservation values of the Conservation Restriction, the Grantor must cease the violation or activity to the satisfaction of the Grantee. Grantor and Grantee recognize that the Grantee has the right and obligation to pursue its legal remedies if the Property is being harmed, notwithstanding this Section 4.

(b) If informal dialogue does not resolve the dispute, the parties may agree to refer the dispute to mediation upon written notice from either party to the other. Within ten (10) days of an agreement to mediate, the parties shall agree on a single impartial mediator. Mediation shall be conducted in Amherst, Massachusetts, or at such other location as the parties shall agree. Each party shall pay its own legal fees and other costs, and the costs of mediation shall be split equally between the parties, provided that each party is making good faith efforts to resolve the dispute. Refusal to agree to a request to amend this Conservation Restriction shall not be deemed to be not in good faith.

(c) If the parties agree to bypass mediation, or if they subsequently cannot agree that mediation will resolve the dispute successfully, the parties may agree to submit the dispute to binding arbitration in accordance with Massachusetts law. Within twenty (20) days of the agreement to arbitrate, the parties shall agree to one single arbitrator. If unable to agree on one single arbitrator, each party shall choose one arbitrator. The two arbitrators so chosen shall in turn choose a third arbitrator within twenty (20) days of the selection of the second arbitrator. The arbitrator or arbitrators, as the case may be, forthwith shall set as early a hearing date as is practicable. The arbitration hearing shall be conducted in Amherst, Massachusetts, or at such other location as the parties shall agree. A decision by the single arbitrator or by two of the three arbitrators, as the case may be, shall be binding upon the parties. The prevailing party shall be entitled to reasonable attorney's fees and costs. Either

of the parties may obtain judicial enforcement of the decision in a court of competent jurisdiction.

(d) Notwithstanding the availability of mediation and arbitration to address disputes, if either of the parties does not respond or refuses mediation or arbitration, then either party may bring an action at law or in equity in any court of competent jurisdiction to address the dispute. Such action may include seeking a temporary or permanent injunction, recovering damages, or obtaining other relief as appropriate. Additionally, in any such action, if a violation is found or admitted, the Grantee shall be entitled to reasonable attorney's fees and costs.

(e) Notwithstanding any of the foregoing, if the Grantee believes at any time that any action or inaction of the Grantor or a third party is causing or is threatening to cause material damage to the Property in breach of this Conservation Restriction, the Grantee may pursue its remedies under Section 5, "Legal Remedies of the Grantee," and the Grantor shall co-operate in taking any actions involving third parties.

5. Legal Remedies of the Grantee

Notwithstanding the availability of mediation and arbitration as provided in Section 4, if Grantor refuses mediation or arbitration and Grantee determines that a violation of this Conservation Restriction has occurred or is likely to occur, Grantee shall so notify Grantor and demand corrective action and give Grantor thirty (30) days to cure the violation or restore the portion of the Property so injured provided that the Grantor ceases the objectionable actions.

(a) The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive or equitable relief against any violations, including, without limitation, relief requiring the restoration of the Property to its condition prior to the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law) and shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee, including, but not limited to, money damages for the loss of the conservation values protected by this Conservation Restriction or restoration of the Property to its condition existing prior to such violation.

(b) In any binding arbitration or other legal action regarding the enforcement of this Conservation Restriction, the Grantee shall be entitled to reasonable attorney's fees and costs if Grantor admits to a violation or is found to have violated the Conservation Restriction.

(c) 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 rights to enforce this Conservation Restriction or otherwise exercise its rights herein shall not be deemed or construed to be a waiver of such rights.

(d) It is Grantor's obligation to locate and keep the boundaries of the Premises clearly marked on the ground so as to permit Grantee to accurately identify their location. In the absence of such marked boundaries, Grantee has the right to require Grantor to establish, or re-establish, and mark the location of such boundaries at Grantor's expense.

(d) Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Property 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 Property resulting from such causes. The parties to this Conservation Restriction agree that in the event of damage to the Property from acts beyond the Grantor's control, that if it is desirable that the Property be restored, the parties will cooperate in attempting to restore the Property if feasible.

6. Responsibilities of Grantor and Grantee

Other than as specified herein, this Conservation Restriction is not intended to impose any legal or other responsibility on Grantee, or in any way to affect any obligations of Grantor as owner of the Property, including, but not limited to, the following:

(a) Grantor shall be solely responsible for payment of all taxes and assessments levied against the Property.

(b) Grantor shall be solely responsible for the upkeep and maintenance of the Property, to the extent required by law. Grantee shall have no obligation for the upkeep or maintenance of the Property.

(c) Grantor shall indemnify Grantee against, and hold Grantee harmless from, any and all loss, cost, claim, liability, or expense (including reasonable attorneys' fees) arising from or with respect to the Property or the use thereof, unless due to the gross negligence or willful misconduct of a Grantee or its agents.

7. Access

There is granted to the Grantee and their representatives the right to enter upon the Property at reasonable times and in a reasonable manner for the purposes of inspecting the Property for compliance with the terms of this Conservation Restriction.

8. Access for Scientific and Educational Purposes

The Conservation Restriction hereby conveyed grants to the Grantee and their successors, assigns, representatives, invitees and agents a right to enter upon the Property for scientific and educational projects designed to educate the public about forest management and watershed management practices, and to increase the public's understanding and appreciation of the natural world.

9. Proceeds from Extinguishment or Condemnation

(a) If circumstances arise in the future that render the purpose of this Conservation Restriction impossible to accomplish, this Conservation Restriction can be terminated or extinguished, whether in whole or in part, only by judicial proceedings in a court of competent jurisdiction after review and approval by the Secretary of Energy and Environmental Affairs. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange or involuntary conversion of the Property, shall be entitled to a portion of the proceeds in accordance with

Section 8(b) below, subject, however, to any applicable law which expressly provides for a different disposition of proceeds after complying with the terms of any gift, grant, or other funding, including Cooperative Agreement No. F13AC00141 dated January 13, 2013 by and between the Grantee and the U.S. Fish and Wildlife Service. Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth herein.

(b) Grantor and Grantee agree that this Conservation Restriction gives rise to a property interest, immediately vested in Grantee. This property interest has a fair market value that is at least equal to the proportionate value determined by dividing the value of this Conservation Restriction, calculated as of the date hereof by the unencumbered value of the Property. For the purposes of this Section 9, the ratio of the value of this Conservation Restriction to the value of the Property unencumbered by this Conservation Restriction is 3:5, or sixty (60) per cent.

(c) Whenever all or any part of the Property or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then Grantor and Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by Grantor and Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between Grantor and Grantee in shares equal in proportion to the ratio set forth in Section 8(b) hereto (though if a less-than-fee interest is so taken, the proceeds shall be equitably allocated according to the nature of the interest taken) after complying with the terms of any gift, grant, or other funding. Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth herein.

10. Subsequent Transfers

The Grantor shall incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to the Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. Failure of the Grantor to do either shall not impair the validity of this Conservation Restriction or limit its enforceability in any way.

11. Assignment of Conservation Restriction

(a) The burdens of this Conservation Restriction shall run with the Property in perpetuity, and shall be enforceable against the Grantor, its representatives, successors or assigns holding any interest in the Property.

(b) The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction including, but not limited to the right to re-record this Conservation Restriction, or to record a notice making reference to the existence of this Conservation Restriction, in the applicable Registry of Deeds. The Grantor, hereby appoints the Grantee as its attorney-in-fact to execute, acknowledge, and deliver any such instruments on their behalf. Without limiting the foregoing, the Grantor agrees to execute any such instrument assuring the perpetual enforceability of this Conservation Restriction upon the Grantee's request.

(c) The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross, and the Grantee shall not assign them, except in the following instances and from time to time, and only with the prior written approval of the regional director of the U.S. Fish and Wildlife Service:

(i) as a condition of any assignment, the Grantee require that the purpose of this Conservation Restriction continues to be enforced, and

(ii) the assignee, at the time or assignment, qualifies under MGL c 184, Sec 32 and under Sections 501(c) (3) and 170(h) of the Internal Revenue Code of 1986 (as amended or replaced, "the Code") and applicable regulations thereunder is an eligible successor Grantee under MGL C 184 sec 32 of this Conservation Restriction directly, or otherwise qualifies as a qualified holder of this Conservation Restriction under the applicable laws of the Commonwealth of Massachusetts, and

(iii) if either Grantee ever ceases to exist or no longer qualifies under Section 170(h) of the Code, or applicable state law, and this Conservation Restriction has not been assigned, a court of competent jurisdiction shall transfer this Conservation Restriction to another qualified organization having similar purposes that agrees to assume the responsibilities imposed by this Conservation Restriction.

12. Liability; Environmental Warranty; Pre-Existing Conditions

(a) By acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Property pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

(b) Grantor warrants that it has no actual knowledge of a release or threatened release of hazardous substances or wastes on the Property, as such substances and wastes are defined by applicable law, and hereby promises to indemnify Grantee against, and hold Grantee harmless from, any and all loss, cost, claim (without regard to its merit), liability or expense (including reasonable attorneys' fees) arising from or with respect to any release of hazardous waste or violation of environmental laws not caused by a Grantee or its agents.

If at any time after the effective date of this Conservation Restriction there occurs a release in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Grantor agrees to take all steps that may be required under federal, state, or local law necessary to assure its containment and remediation, including any cleanup.

(b) Nothing contained in this Conservation Restriction shall be construed to entitle the Grantees to bring any action against the Grantors for any condition which existed prior to recording of this Conservation Restriction ("pre-existing conditions"). The Grantor and Grantee agree that in the event of a pre-existing condition or damage to the Property from acts beyond the Grantor's control, that if it is desirable and feasible by the parties to restore the Property, the

parties will cooperate in attempting to do so. Any successor in title may be held responsible for remedying violations existing during its ownership, whether or not the violation is pre-existing or is a violation caused by, or existed during, a prior ownership.

13. 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 Grantor's compliance with any obligation of the Grantor contained in this Conservation Restriction. Grantee shall not unreasonably withhold any such certification. The Grantor agrees to bear any reasonable costs, including, without limitation, staff and legal counsel time, which Grantee expends in producing an estoppel certificate or similar customary document and Grantor further agrees to reimburse Grantees promptly for said documented costs upon request.

14. Amendment

If extraordinary circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee, by mutual consent, may amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable law, including: Section 170(h) of the Internal Revenue Code of 1986, as amended; 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 shall not affect its perpetual duration. Any such amendment shall be approved by the parties herein, including the Secretary of the Executive Office of Energy and Environmental Affairs and the Executory Interest Holder, and shall be recorded in the Hampden County Registry of Deeds.

15. Perpetuation of Conservation Restriction

This Conservation Restriction shall be of perpetual duration, and no merger of title, estate or interest shall be deemed effected by any previous, contemporaneous, or subsequent deed, grant, or assignment of an interest or estate in the Property, or any portion thereof, it being the express intent of the parties that this Conservation Restriction not be extinguished by, or merged into, any other interest or estate in the Property now or hereafter. No transfer of title to any part of the Property shall be effective until the Conservation Restriction is assigned to a qualified non-fee holder and shall be enforceable by a non-fee owner.

16. Severability

If any provisions of this Conservation Restriction shall to any extent be held invalid, the enforceability of the remainder of this Conservation Restriction shall not be affected, and shall continue in full force with effect.

17. Notices

All notices pursuant to this Conservation Restriction shall be given in writing to the following persons by certified mail, return receipt requested:

Grantor:

Donaldson Family Limited Partnership
P.O. Box 332

Thorndike, Massachusetts 01079
Telephone: 413-283-3706

Grantee:

New England Forestry Foundation, Inc.
32 Foster Street - P.O. Box 1346
Littleton, Massachusetts 01450
Telephone: (978) 952-6856
Facsimile: (978) 952-6356

Executory Interest Holder:

United States Fish and Wildlife Service
300 Westgate Center Drive
Hadley, MA 01035
Telephone: (413) 253-8600

or such replacement address as the parties shall provide to each other or that is reasonably ascertainable.

18. Safeguarding Historic and Archaeological Resources

(a) New construction, demolition, or rehabilitation, and any other activity in support of permitted uses and reserved rights 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.

(b) 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 Property.

19. Documentation

The Grantor and the Grantee agree that the specific conservation values of the Property shall be documented in a report to be on file in the offices of the Grantor and the Grantee ("Baseline Documentation Report"). This report shall consist of documentation that the Grantor and the Grantee agree provides, collectively, an accurate representation of the condition and the conservation values of the Property 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.

20. 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 recorded in the Hampden County Registry of Deeds. This Conservation Restriction shall be recorded in a timely manner.

Attached hereto and incorporated herein are the following:

Signatures: Donaldson Family Limited Partnership (Grantor); acceptance by New England Forestry Foundation, Inc. (Grantee); approval by the Palmer Town Council; and approval by the Secretary of Energy and Environmental Affairs

Exhibit A: legal description of the Property subject to this Conservation Restriction

Exhibit A-1: Sketch Plan of the Property (two sheets)

Exhibit B: Forest Stewardship Plan Guidelines and Required Plan Elements

Exhibit C: Executory Interest

21. Homestead

By affixing my signature hereto, I, Elizabeth Donaldson, swear under pains and penalties of perjury that I am not married and do not have a spouse, ex-spouse or children who use or occupy or intend to use or occupy this property as part of a principal residence or in connection with a principal residence and that I am the only person who may be entitled to the homestead benefits and protections of M.G.L. chapter 188. By my signature hereunder, I subordinate and waive any homestead rights and benefits I may have to this Conservation Restriction

TO HAVE AND TO HOLD said Conservation Restriction, with all the privileges and appurtenances thereof, to the Grantee, their successors and assigns, to their own use and behoove forever.

IN WITNESS WHEREOF, the Donaldson Family Limited Partnership has executed this instrument this 18th day of May 2015.

Grantor: DONALDSON FAMILY LIMITED PARTNERSHIP

Elizabeth Donaldson

By: Elizabeth Donaldson
Hereunto Duly Authorized

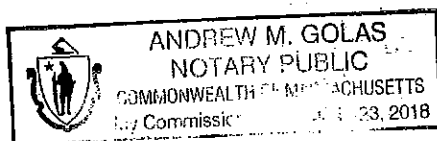
Its: Executive Partner

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

May 18, 2015

On this 18 day of May 2015 personally appeared before me the above-named Elizabeth Donaldson, proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose.



Andrew M. Golas

Notary Public

My Commission Expires: 2/23/2018

ACCEPTANCE OF GRANT OF CONSERVATION RESTRICTION

The above Conservation Restriction is accepted this 11th day of May 2015.

Grantee:
NEW ENGLAND FORESTRY FOUNDATION, INC.

By: Robert T Perschel
Hereunto Duly Authorized
Its: Executive Director

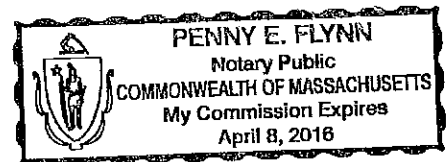
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

May 11, 2015

On this 11th day of May 2015, personally appeared before me the above-named Robert T. Perschel, Executive Director of New England Forestry Foundation, Inc., and proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, 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.

Penny E Flynn
Notary Public
My Commission Expires:



APPROVAL BY TOWN COUNCIL

We, the undersigned, being a majority of the Palmer Town Council, Massachusetts, hereby certify that at a public meeting duly held on May 18, 2015 we voted to approve the foregoing Conservation Restriction in the public interest for the preservation of Palmer's natural resources pursuant to M.G.L. Ch. 184, § 32.

Date:

5/18/15

Barbara A. Barry

By:

5/18/15

Jason A. Blomley

By:

5/18/15

Mary A. DeGroot

By:

5/18/15

Philip J. Hebert

By:

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

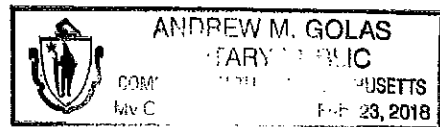
May 18, 2015

Then personally appeared the above-named duly elected members of the Palmer Town Council, proved to me through satisfactory evidence of identification, which was Massachusetts driver's licenses, to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose following a vote of the Palmer Town Council.

Andrew M. Golas

Notary Public

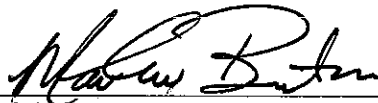
My Commission Expires: February 23, 2018



APPROVAL BY SECRETARY OF ENERGY & ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS

The undersigned, Secretary of the Executive Office of Energy & Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction to New England Forestry Foundation has been approved in the public interest pursuant to M.G.L. Ch. 184, §32. Approval of this Conservation Restriction by any municipal officials and by the Secretary of Energy & 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 the Conservation Restriction.

Date: 6/4, 2015



Secretary of the Executive Office of Energy & Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

June 4, 2015

Then personally appeared the above-named Matthew Beaton, Secretary of the Executive Office of Energy & Environmental Affairs, proved to me through satisfactory evidence of identification, which was a Massachusetts Driver's License, 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.

Marissa Fimiani
Notary Public

My Commission Expires: 08/06/2021

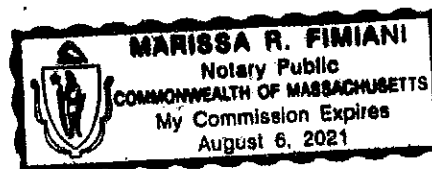


Exhibit A

Legal Description for Conservation Restriction Property

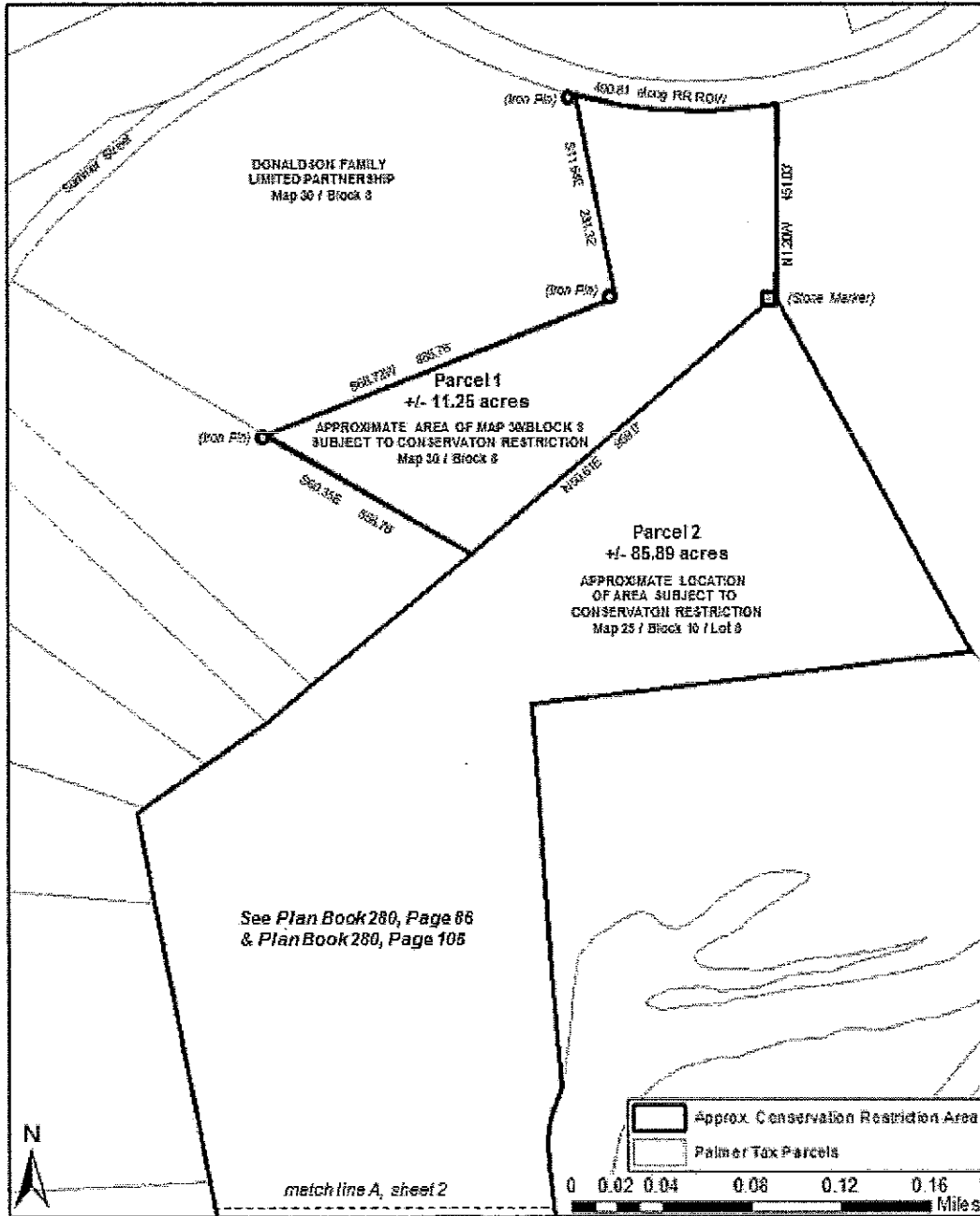
The Property consists of two parcels of land situated off Summer Street in the Town of Palmer as shown on the Conservation Map attached hereto as Exhibit A-1. Parcel 1 is all of that land shown on a plan recorded at the Hampden County Registry of Deeds in Plan Book 280, Page 86 with the exception of seven lots as shown on a plan recorded at said registry in Plan Book 280, Page 105 and also excepting a lot owned by Grantor consisting of approximately 3.11 acres and shown on the Town Assessors Maps as Map 25, Block 10, Lot 9. Parcel 1 contains approximately 85.89 acres, more or less. Excluded from the Parcel 1 portion of the Conservation Restriction Property is an encroachment, shown on sheet 1 of the plan recorded in Plan Book 280, Page 86, consisting of two small concrete block buildings and a portion of a paved roadway that connects the end of Pine Avenue with land now or formerly owned by the St. Joseph's Polish Club, Inc.

Parcel 2 is an approximately 11.25-acre portion of the 32.5-acre lot located at 209 Summer Street described as Parcel I in a deed recorded at said registry in Book 13750, Page 389. Parcel 2 is further described as follows:

Beginning at the northeastern corner of the lot, thence
Westerly \pm 480.8 feet along the railroad right-of-way to an iron pin, thence
South 11.64 degrees East \pm 231.3 feet to an iron pin, thence
South 66.72 degrees West \pm 885.7 feet to an iron pin, thence
South 60.35 degrees East \pm 556.7 feet to a point, thence
North 50.61 degrees East \pm 959.0 feet to a stone marker, thence
North 120 degrees West \pm 451.03 feet to the point of beginning.

All distances are approximate and have not been surveyed.

Exhibit A-1
 Sketch Plan
 Sheet 1 of 2

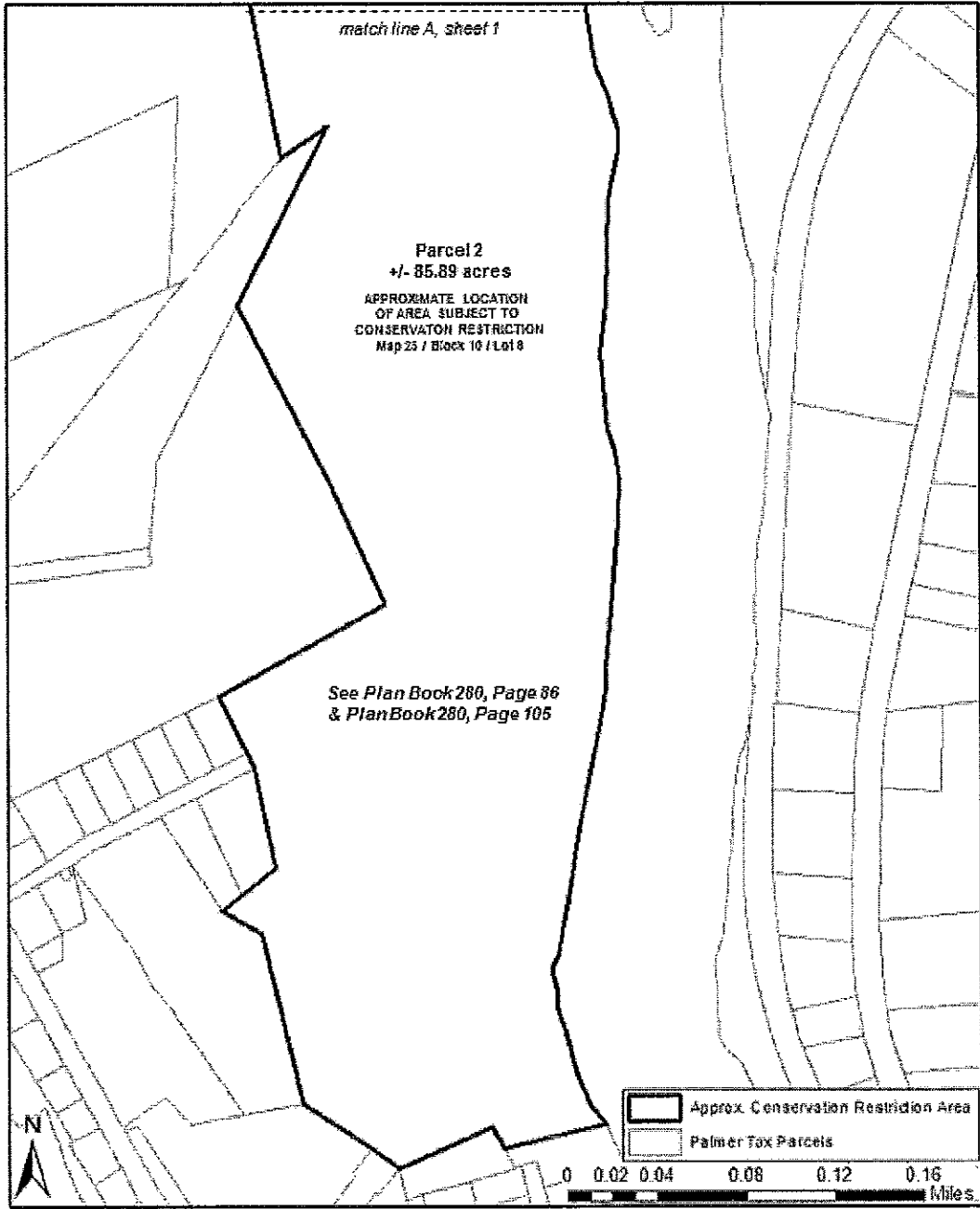


DONALDSON FAMILY
 LIMITED PARTNERSHIP PROPERTY
 PALMER, MA

THIS MAP IS NOT A LEGAL SURVEY.
 IT IS FOR REFERENCE PURPOSES ONLY.

MAP BY: BETSY COOK, NEFF
 MARCH 2015

Exhibit A-1
Sketch Plan
Sheet 2 of 2



DONALDSON FAMILY
LIMITED PARTNERSHIP PROPERTY
PALMER, MA

THIS MAP IS NOT A LEGAL SURVEY.
IT IS FOR REFERENCE PURPOSES ONLY.

MAP BY: BETSY COOK, NEFF
MARCH 2015

Exhibit B

Forest Stewardship Plan Guidelines and Required Plan Elements

I. Guidelines

The goal is to practice sustainable forest management and watershed management on the Property, which recognizes the importance of all ecological components and values and incorporates them into management policies, plans, and decisions. The following subsections are components to be considered when practicing sustainable forest management.

The parties to this Conservation Restriction recognize that their understanding of forest ecosystems and how they function is incomplete. It is important to periodically incorporate relevant advances in scientific knowledge into the sustainable forest management program.

Sustainable Timber Production

Grantor will use silvicultural systems that enhance or maintain the value of the timber asset and provide for a sustained yield of forest products while recognizing that ecological, aesthetic, wildlife, and other non-timber values are important components of the forest. Silvicultural prescriptions should be based on sound scientific knowledge and tailored to individual stand conditions. They will strive to maintain stands in a well-stocked, productive condition and promote the diversity of natural forests in both species and structure. The full range of silvicultural prescriptions are available for use on the property where appropriate, and include even-aged and uneven-aged systems such as seed tree, shelterwood, clearcut, individual selection, and group selection harvest systems. Management of the timber resource shall not eliminate key ecosystem elements or adversely affect the public water supply watershed attributes of the Property.

Forest Diversity

Grantor's goal is to generate sustained yields of forest products from the forest in an economical manner over time while maintaining forest diversity. Sustainable forestry requires that structural and compositional components be maintained in a vigorous and productive condition. The forest management plan will identify areas of unique importance and employ means for assuring their retention.

Riparian Habitats

The Grantor's goal is to maintain and protect functional watercourses, wetlands, other water resources and wildlife habitats with the retention of riparian ecosystems. Best management practices shall be employed to minimize impacts to these areas.

Wildlife Management

The Grantor's goal is to generate sustainable yields of forest products in an economical manner while maintaining healthy wildlife habitat. Wildlife management practices are routinely incorporated into timber management activities to retain or create desirable features including riparian habitat, wildlife cavity trees, mast availability, logs and brush for shelter, vertical and horizontal diversity, vernal pools, coarse woody debris, and featured species management.

Wildlife management considers all species of wildlife, beyond game and socially important species.

Unique or Fragile Natural Areas

The Grantor's goal is to maintain functional ecosystems that include unique or fragile natural areas. Certain conservation agencies that monitor rare, threatened, endangered, or special concern species are valuable partners in this effort and may help identify these locations and provide technical advice about management practices.

Pesticide and Herbicide Use

The Grantor's goal is to implement management practices designed to minimize or eliminate use of pesticides. In all cases, the use of pesticides or herbicides will be conducted in compliance with all local, state, and federal laws and regulations, and shall not materially impair the public water supply watershed attributes of the Property.

Invasive species

The Grantor's goal is to reduce or eliminate these species from the property where appropriate and possible. Mechanical and chemical means of control are acceptable tools to reduce the threat of invasive species. The introduction and spread of non-native plants with invasive tendencies is a current and growing concern.

Aesthetic Resources

The Grantor's goal is to maintain aesthetic quality in order to maintain or enhance the value of the Property. Aesthetic quality is important to maintaining the value of the forest asset.

II. Required Plan Elements

The Management Plan shall include, at a minimum, the following elements:

- (1) The property's current owner(s), including their then current mailing address and telephone number(s);
- (2) The property tax assessor's map number and lot/parcel number(s), the property's total acreage, and acreage subject to this, or any other restriction or easement;
- (3) The deed book and deed page from the Hampden County Registry of Deeds, and reference to any approved or pending ANR (approval not required) plan, subdivision plan, or any other division of the property's ownership interests;
- (4) A history of the property and its management, including forestry or agricultural activities engaged in during the previous ten years;
- (5) An inventory of forest resources, including: species, quality, age class distributions, growth rates, potential harvest volumes, and values;
- (6) A forest type map, appropriately scaled and accurate, which shall delineate: the property's boundaries, forest types, estimated locations of any threatened or endangered

animal and plant species, unique (geological, hydrological, historical, and cultural) features, existing roads and other access to the property, soil types, topography, and aspect;

(7) A description and map of the property's water resources;

(8) A description of the property's abutters and any other protected land(s), including areas protected for natural, scenic, forested, agricultural, historical, open space, conservation, or wildlife purposes, within a reasonable distance of this property;

(9) A description of the owner's management objectives and practices for the ensuing ten-
(10) year period, which shall provide for the maintenance and improvement of the overall quality of the timber resource, the maintenance or improvement of soil productivity, and the conservation of water quality;

(10) The management plan shall be reviewed and updated every ten years by a licensed professional forester.

Exhibit C
Executory Interest

In consideration of the funds provided by the United States Fish and Wildlife Service (USFWS) towards the purchase of this Conservation Restriction, USFWS shall have the right to enter the Property at all times to inspect it for compliance with the terms and conditions of the Conservation Restriction. Should Grantee, in the opinion of USFWS, fail to enforce the terms and conditions of this Conservation Restriction, USFWS shall have authority to act, at its election as agent for and on behalf of Grantee, or as an assignee of Grantee, to enforce said terms and conditions. In the event that Grantee fails to enforce the terms and conditions of this Conservation Restriction or if a violation of this Conservation Restriction is threatened and Grantee does not respond to the threatened violation(s), USFWS may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Restriction. Upon the request of USFWS, Grantee shall provide all necessary authorizations and documentation to affirm the status of USFWS as agent for, or at the election of USFWS, as assignee of Grantee, for the purposes of enforcement of the terms and conditions of this Conservation Restriction.

The interests held by the Executory Interest Holder are assignable or transferable with advance written permission of USFWS to any party qualified to become the Grantee's assignee or transferee as specified in this Conservation Restriction. Any such assignee or transferee shall have like power of assignment or transfer.

Grantee shall provide an annual monitoring report to USFWS indicating compliance with the terms of this Conservation Restriction and/or actions necessary for compliance.

ACCEPTANCE OF GRANT OF EXECUTORY INTEREST

The above Executory Interest is accepted this 28 day of August, 2015.

Grantee:
UNITED STATES FISH AND WILDLIFE SERVICE

By: [Signature]
Hereunto Duly Authorized

Its: _____

Hampshire, ss. August 28, 2015

Then personally appeared the above-named Wendi Weber, Regional Director of the United States Fish and Wildlife Service, proved to me through satisfactory evidence of identification, which was a Massachusetts Driver's License, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose.

[Signature]
Notary Public
My Commission Expires: September 29, 2017

