

CONSERVATION EASEMENT a/k/a CONSERVATION RESTRICTION
TO THE
COMMONWEALTH OF MASSACHUSETTS



2008 00102318

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Property Address: various parcels located in Sterling and Leominster, Worcester County, Massachusetts

The Inhabitants of the Town of Clinton, with a business address of Town Hall, 242 Church Street, Clinton, Massachusetts 01050 [together with its successors and assigns, hereinafter the "Owner"], acting through their Selectmen pursuant to the authority set forth in Chapter 289 of the Acts of 2004 and Clinton Town Warrant Article 16 approved by the voters at the Clinton Town Meeting held on June 18, 2001, hereby grant with QUITCLAIM COVENANTS to the Commonwealth of Massachusetts acting through its Division of Fisheries and Wildlife of its Department of Fish and Game of 251 Causeway Street, Suite 400, Boston, Suffolk County, Massachusetts 02114 [hereinafter the "Commonwealth"], in consideration of the future conveyance by the Commonwealth to Owner of two parcels of land on Mossy Pond in Clinton, Massachusetts, the first being a 15.1 acre, more or less, parcel as described in an Order of Taking recorded in the Worcester District Registry of Deeds at Book 26967 Page 299, and the second being a 1.0 acre, more or less, parcel as described in a deed recorded in said Registry at Book 26967 Page 305, said parcels shown as Parcel A and Parcel B, respectively, on a plan recorded in said Registry at Plan Book 782 Plan 59, and both parcels to be conveyed subject to a Conservation Restriction reserved by the Commonwealth as authorized in said Chapter 289 of the Acts of 2004, in perpetuity for conservation purposes consistent with the purposes of and subject to the legal protections afforded by Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, a conservation easement a/k/a conservation restriction having the terms and provisions set forth below [hereinafter the "Conservation Restriction"] on approximately 564 acres of land in Sterling and Leominster, Worcester County, Massachusetts, described in Exhibit A attached hereto and incorporated herein by this reference [hereinafter the "Premises"].

The terms and provisions of the Conservation Restriction herein granted are as follows:

I. PURPOSES

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purposes of this Conservation Restriction are to assure that, while permitting the watershed protection, water supply and other uses described in Section III herein, the Premises will be retained in perpetuity predominantly in their natural, scenic, and open condition for fish and wildlife conservation, native habitat protection, management of forest resources for biodiversity protection as described in Section III herein, associated passive public outdoor recreation, and other conservation uses consistent with the spirit and intent of and subject to the protections of Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, and to prevent any use of the Premises that will significantly impair or interfere with the conservation values thereof.

The conservation and permanent protection of the Premises will yield a significant public benefit for the following reasons:

1) The Premises, commonly known as the Wekepeke Watershed Lands, consist of approximately 564 acres of upland forest and associated wetlands located in the Towns of Sterling and Leominster, Worcester County, Massachusetts, containing several former public water supply reservoirs for the Town of Clinton known as Heywood Reservoir, Fitch Reservoir, Lower and Upper Lynde's Reservoir, and Spring Reservoir.

2) The Premises are dominated by northern mixed forest containing white pine, hemlock, red oak, red maple, and other northern forest tree species. This forested landscape contains numerous reservoirs, ponds, brooks and associated wetland habitats interspersed with rock outcrops and boulder assemblages.

The southern portion of the Premises is BioMap Supporting Landscape as determined by the Commonwealth of Massachusetts Natural Heritage and Endangered Species Program, a designation that "identifies those areas of Massachusetts most in need of protection to conserve biodiversity for generations to come".

The northern portion of the Premises contains two natural communities, a white pine-oak forest and a shrub swamp community, and the majority of this area is BioMap Core Habitat for these two natural communities as well as two rare plant species. In addition, the area around

Heywood Reservoir is BioMap Supporting Natural Landscape, while Hy-Crest Pond is Living Waters Critical Supporting Watershed, all as determined by said Program.

The Premises are part of the watershed of Wekepeke Brook, a high quality cold water trout stream that is rated one of the highest quality coldwater streams east of the Connecticut River and contains self-supporting populations of brook and brown trout. In addition, the Heywood, Fitch, Lower and Upper Lynde's, and Spring Reservoirs and associated riparian habitats and wetlands provide habitat for many native species of fish, waterfowl, beaver, otter, mink, and other riparian species.

This diverse mixture of habitat types provides excellent and varied terrestrial and aquatic habitat for many wildlife and plant species, including deer, fisher, bobcat, beaver, moose, native forest birds, neotropical migrants, and numerous reptile, amphibian, insect, invertebrate, lichen, and plant species.

3) The Premises contain habitat that supports populations of two state-listed native plant species classified as "Endangered" in Massachusetts. The Premises currently contain the largest population of and is likely the highest quality habitat for one of these rare species in Massachusetts.

In addition, the common loon, a species classified as being of Special Concern in Massachusetts, nests on Hy-Crest Pond and suitable nesting habitat is found at Heywood Reservoir.

4) The Premises are part of the watershed of Wekepeke Brook and contain several reservoirs that are controlled by Owner and could be used as a water supply or for other beneficial purposes allowed by law and by the terms and conditions of this Conservation Restriction. Protection of the Premises will help to protect this water supply watershed.

5) The 564-acre Premises abut or are near approximately 2000 acres of conservation and water supply protection land owned and protected by the Massachusetts Department of Conservation and Recreation, the Massachusetts Department of Agricultural Resources, the City of Leominster, the Town of Sterling, or the Sterling Land Trust. This conservation and adjacent water supply protection land are an important and valuable public resource in an area where residential development is rapidly destroying the remaining open space and water supply watersheds. The preservation of the 564-acre Premises will further protect and enhance the area's

scenic and open space attributes and the recreational, human enjoyment, water supply, and ecological value of a total of approximately 2500 acres of conservation land.

Owner and the Commonwealth agree that the specific conservation values of the Premises shall be documented in a report that shall be prepared by the Commonwealth and subject to the satisfaction of the Owner [hereinafter the "Baseline Documentation Report"]. The Baseline Documentation Report shall provide an accurate representation of the then-condition and the conservation values of the Premises at the time this Conservation Restriction is recorded. The Baseline Documentation Report is intended to serve as an objective baseline for future monitoring compliance with the terms of this Conservation Restriction, and a copy of which shall be kept on file by both parties for said purposes.

II. PROHIBITED ACTS AND USES

In order to carry out the purposes set forth in Section I above, the Premises will at all times be held, used, and conveyed subject to the following prohibited acts and uses, and Owner and Owner's successors and assigns will not perform or permit the following acts or uses on, over, or under the Premises except as permitted by Section III Permitted Uses and Section IV Access by the Commonwealth and the general public:

(1) Constructing or placing of any dwelling, building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, parking area ("parking area" to include the conversion of any log landing, the construction or enhancement of any turn-out and any clearing along public ways or other activity to facilitate parking, except as allowed under Section III or IV), sign, billboard or other advertising display, utility or communication pole or tower, conduit, line, fence, barrier, wall, septic system, or any other temporary or permanent structure or facility on, above or under the Premises.

(2) Mining, excavating, dredging or removing from the Premises soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposits except as used solely to test soil and/or water quality as determined by Owner.

(3) Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, or any other substance or material whatsoever, including but not limited to the installation of underground storage tanks.

(4) Activities detrimental to drainage, flood control, water conservation, erosion control, or soil conservation.

(5) The use of automobiles, trucks, motorcycles, motorized trail bikes, all-terrain vehicles, snowmobiles, or any other motorized vehicles.

(6) The improvement, widening, paving, and similar alteration of the roads, ways, cart paths, woods roads, and driveways on the Premises and the installation and use of any utility infrastructure on said Premises.

(7) Removal or destruction of trees, shrubs, or any other vegetation thereon.

(8) Any commercial, industrial, or institutional use.

(9) The storage or use of pesticides, herbicides, insecticides, fungicides, or other chemicals on the Premises.

(10) The alteration natural watercourses, lakes, ponds, marshes, or any other waterbodies on the Premises.

(11) Any other uses of or activities on the Premises which would be inconsistent with the purposes of this Conservation Restriction or detrimental to the conservation interests which are the subject of this Conservation Restriction.

(12) Conveyance of the fee simple interest in a part or portion of the Premises alone (as compared to conveyance of the Premises in its entirety which shall be permitted), or division or subdivision of the Premises, without the prior written consent of the Commonwealth, which consent shall not be unreasonably withheld, conditioned or delayed.

(13) Use of the Premises or any portion thereof to satisfy zoning requirements or to seek variances therefrom for development purposes of the Premises or of abutting land.

(14) The intentional planting, release, cultivation, maintenance, or other activity that would result in the introduction, establishment, and/or enhancement of plant, animal, or other species that are not native to the Commonwealth of Massachusetts.

(15) Tillage, grazing or sheltering of livestock or animals.

III. PERMITTED USES

Notwithstanding anything contained in Section II, the following acts and uses by Owner and Owner's successors, assigns, invitees, agents, contractors, and permittees are permitted on the Premises but only to the extent that such acts and uses do not materially impair the purposes of this Conservation Restriction.

Said Permitted Uses include the following acts and uses:

(1) Use of the Premises as a public or private water supply for the withdrawal, storage, filtration, disinfection, treatment and distribution of potable water, or other beneficial uses associated with public or private water supply allowed by law including but not limited to a) the construction, installation, maintenance and repair of water supply wells, pumps, conduits, and associated infrastructure and roads, b) regulation of water levels of reservoirs, and c) the use, operation, maintenance, and repair of existing buildings, facilities, dams, infrastructure, and roads directly related to said water supply and treatment of water to drinking water standards, in accordance with all applicable state and federal laws, regulations, permits and other requirements.

However, said water supply use shall not include the construction of any buildings, structures, or roads not necessary for said water supply purposes such as, for example, office buildings and vehicle storage and maintenance facilities.

In connection with its decision to implement any public or private water supply activities permitted hereunder, the Owner will contemporaneously provide the Commonwealth with copies of any applications and/or plans, including amendments thereto, associated with such water supply activities filed with the Department of Environmental Protection, or any other governmental agency. The Commonwealth and Owner agree to work together in good faith with said governmental agency(s) to minimize any adverse impacts from such water supply activities on the conservation values protected by this Conservation Restriction.

(2) The maintenance, repair, and replacement by Owner and/or its contractors of existing ways, woods roads, cart paths, bridges, culverts, fences, gates, and stone walls for a) forest management purposes pursuant to subsection (5) below, b) water supply and protection purposes pursuant to subsection (1) above, or c) emergency use thereof by police, fire, ambulance and other emergency vehicles. The construction, installation and maintenance of new gates, stone barriers, guardrails, and other permanent barriers thereon shall be permitted to prevent unauthorized use of permitted structures, infrastructure, and said ways, woods roads, and cart paths. New woods roads and landing areas may be constructed, maintained, and used as necessary for approved forest management activities, pursuant to subsection (5) below.

Said permitted acts and uses herein shall a) be subject to the Forest Management Standards set forth in Exhibit B attached, and b) not materially impair the purposes of this Conservation Restriction nor materially prevent the preservation of the significant conservation values of the Premises protected hereunder.

Said roads, ways, cart paths, and woods roads may be graveled but not paved with impervious materials such as concrete and asphalt and shall remain in the existing traveled roadway and not be widened or expanded except as authorized in said Plan(s). The way known as Hapgood Road shall remain closed to public vehicular use and barricaded to vehicular traffic.

(3) Recreational use of the property by Owner and Owner's invitees for passive outdoor recreational activities such as cross-country skiing, hiking, hunting, boating, fishing from the shoreline and from boats, horseback riding, wildlife observation, nature studies, picnicking, and similar non-motorized outdoor recreational activities not inconsistent with the purposes of this Conservation Restriction, provided that said activities do not involve the use of motorized vehicles or of boats powered by internal combustion engines or electric motors in excess of 10 horsepower.

The use of all-terrain vehicles, motorized bikes, snowmobiles, and similar motorized recreational equipment is expressly prohibited on the Premises, including both land and frozen ponds and reservoirs, except with the written consent of the Commonwealth.

Limited facilities and structures determined necessary to support these recreational activities may be constructed and maintained as authorized by the Commonwealth.

(4) Educational use of the property by Owner and Owner's invitees for outdoor educational activities such as field trips, bird-watching trips, outdoor education classes, nature studies, and similar activities teaching the public about the importance of protecting natural resources, watershed protection, wildlife, and ecology not inconsistent with the purposes of this Conservation Restriction.

(5) The commercial cultivation and harvest of forest products in accordance with Massachusetts forest management and conservation regulations as may be promulgated from time to time and as authorized by a Chapter 132 Forest Cutting Plan approved by a State Forester and the Commonwealth. All cultivation and harvest activities shall be carried out in accordance with a) all required best management practices and recommended guidelines in the Massachusetts Forestry Best Management Practices Manual (Kittredge & Parker, Third Printing, January 2000) and subsequent versions if approved by the Commonwealth, and b) the Forest Management Standards described in Exhibit B attached.

Before any harvest of forest products occurs on the Premises, Owner shall prepare a Forest Management Plan such as a Chapter 61 Forestry Plan and/or a Forest Stewardship Plan covering a period of at least 10 years, which Plan shall a) be authored by a Certified Forester certified through the Society of American Foresters or a Massachusetts Forester licensed through the Massachusetts

Department of Conservation and Recreation, b) incorporate and apply the required best management practices and recommended guidelines in the Massachusetts Forestry Best Management Practices Manual (Kittredge & Parker, Third Printing, January 2000) and subsequent versions if approved by the Commonwealth and the Forest Management Standards described in Exhibit B attached, and c) describe the design, location, and details of construction of any proposed relocation or construction of woods roads and other improvements referenced in Section III(2). During any period that Owner is harvesting forest products on the Premises, Owner may from time to time update said Forest Management Plan, such updates to be undertaken at intervals of not more than ten years.

Immediately upon completion of the initial or an updated Forest Management Plan, Owner shall submit a copy thereof to the Commonwealth for review by a Division of Fisheries & Wildlife Forester and by the Natural Heritage & Endangered Species Program. The Commonwealth shall within 20 business days of submittal review the Forest Management Plan and/or any revisions thereof for compliance with the purposes of this Conservation Restriction and the required best management practices and recommended guidelines of the Massachusetts Forestry Best Management Practices Manual (Kittredge & Parker, Third Printing, January 2000) and subsequent versions if approved by the Commonwealth, and the Forest Management Standards described in Exhibit B attached, and said Plan shall be subject to Commonwealth approval for compliance with all terms of this Conservation Restriction, said approval not to be unreasonably withheld.

Any Forest Cutting Plan must be submitted to a) the State Forester in conformance with Chapter 132, and b) the Commonwealth for review by a Division of Fisheries & Wildlife Forester and the Natural Heritage & Endangered Species Program at least 20 business days prior to any forestry activities being carried out on the Premises. The Commonwealth shall within 20 business days of submittal review the Forest Cutting Plan for compliance with the purposes of this Conservation Restriction, the Forest Management Plan described above, and the required best management practices and recommended guidelines of the Massachusetts Forestry Best Management Practices Manual (Kittredge & Parker, Third Printing, January 2000) and subsequent versions if approved by the Commonwealth and the Forest Management Standards described in Exhibit B attached, and said Plan shall be subject to Commonwealth approval for compliance with all terms of this Conservation Restriction, said approval not to be unreasonably withheld.

Owner shall conduct only those activities consistent with and authorized by the approved Forest Cutting Plan or Forest Management Plan. Forest management activities carried out by Owner in compliance herewith shall be deemed by the Commonwealth to not materially impair the purposes of this Conservation Restriction.

(6) Removal of gravel from sites on the Premises for use on the Premises for activities and purposes expressly authorized herein and, if applicable, as authorized by the approved Forest Cutting and/or Forest Management Plan, such as improvements to existing woods roads and the construction of new woods roads on the Premises, provided Owner a) uses adequate erosion control measures, and b) restores to a natural condition all areas from which said gravel is removed to the satisfaction of the Commonwealth. The restoration of the gravel area to its natural condition shall include but not necessarily be limited to the grading of cut banks to a natural angle of repose, the respreading of topsoil over the disturbed area, the stabilization of said area against erosion, and the revegetation of the disturbed area with native plant species. Any topsoil removed in said activities shall be stockpiled to be used in restoration of the gravel removal site. No gravel or topsoil shall be removed from the Premises.

(7) Cutting, pruning, mowing and removal of trees, shrubs, and other vegetation a) to remove hazards, diseased trees, or insect damage, b) pursuant to an approved Forest Cutting Plan and/or approved Forest Management Plan, c) as necessary in connection with a permitted use, or d) as otherwise authorized by the Commonwealth.

(8) The use of motorized vehicles for a) activities authorized hereunder, b) as required by the Owner and/or Commonwealth to carry out their duties, rights, and responsibilities under this Conservation Restriction, c) as required by the police, firemen, or other governmental agents in carrying out their lawful duties, and d) for handicapped access such as motorized wheelchairs.

(9) The control, management, and eradication of species not native to Massachusetts, particularly those species commonly identified as invasive species, as specified in the Forest Management or Stewardship Plan referenced in sub-section (5) above.

(10) The stocking of sport wildlife and fish species such as pheasants and trout for recreational purposes.

(11) Construction, maintenance, repair, and marking of hiking paths and trails, subject to the Forest Management Standards in Exhibit B attached.

(12) The erection of signs (a) not to exceed four hundred (400) square inches in size in conjunction with the conduct of forest management and recreational activities, (b) not to exceed one hundred (100) square inches in size for use in posting notice of ownership of the Premises along the boundaries of the Premises, and (c) not to exceed nine hundred (900) square inches in size for use in posting notice of ownership and use of the Premises at any public access point to the Premises.

(13) The application of pesticides, herbicides, insecticides, fungicides, or other chemicals on the Premises by licensed applicators in strict compliance with all existing state and federal laws and regulations, including but not limited to those administered by the Pesticide Bureau of the Massachusetts Department of Agricultural Resources.

(14) The demolition and removal of abandoned and/or dilapidated buildings and other structures on the Premises and the restoration of the land around said removed structures to the land's natural condition.

(15) Compliance with requirements for the protection and management of state-listed rare species in accordance with a Rare Species Management Plan prepared by the Commonwealth of Massachusetts Natural Heritage and Endangered Species Program referenced in Section IV hereof.

The exercise of any permitted activity or use by Owner under this Section III shall be in compliance with the Wetlands Protection Act (General Laws Chapter 131, Section 40), and all other applicable federal, state, and local environmental protection and other laws and regulations, and Owner agrees not to seek a variance therefrom for development purposes without first obtaining the written consent of the Commonwealth.

The inclusion of any permitted activity or use in this Section III requiring a permit from a public agency does not imply that the Commonwealth takes any position on whether such permit should be issued.

Any activity or use not permitted herein is prohibited without the express written consent of the Commonwealth, said consent not to be unreasonably withheld so long as said activity or use in not inconsistent with the purposes and terms of this Conservation Restriction.

IV. ACCESS BY THE COMMONWEALTH AND THE GENERAL PUBLIC

The Commonwealth acting through its officers, directors, employees, representatives, contractors and agents is hereby granted the right to enter and traverse the Premises at reasonable times and in a reasonable manner, including access by foot and/or by motorized vehicle, to

inspect the Premises, determine compliance with the terms of this Conservation Restriction, and prevent, remedy and/or abate any violations thereof.

The Commonwealth acting through its officers, directors, employees, representatives, contractors and agents is also hereby granted the right to enter and traverse the Premises, with the prior written consent of Owner such consent not to be unreasonably withheld, to at the Commonwealth's sole expense perform acts to preserve, conserve, study, and promote the natural habitat of wildlife, fish, plants, and other native species located on the Premises or on nearby properties, including but not limited to the two rare plant species found on the Premises.

The Commonwealth acting through its officers, directors, employees, representatives, contractors and agents is also hereby granted the right to enter and traverse the Premises, with the prior written consent of Owner such consent not to be unreasonably withheld, to at Commonwealth's sole expense carry out rare species and natural community research, including but not limited to a) locating, collecting samples, and otherwise studying and documenting, b) conducting biological surveys of, c) monitoring, and d) managing any rare species, vernal pools, rare species habitat, and natural communities which may exist on the Premises.

The Commonwealth is further granted the right, after consultation with and prior written notice to the Owner, to preserve, promote, and/or manage the natural habitat of wildlife, fish, and plants, vernal pools, natural communities, and forest resources on the Premises, including but not limited to pest control, establishment of fire breaks, removal of fire fuels, execution of prescribed burns, establishment of groundwater monitoring wells and development, use of herbicides, deer exclusion fencing, removal of competing trees, shrubs and other vegetation, carrying out of a forest cutting plan, and other management methods. The Commonwealth in its discretion may prepare and implement a Rare Species Management Plan for protecting and managing the rare species and the habitat thereof on the Premises.

The right is hereby granted to the Commonwealth to allow the general public to enter upon and traverse the Premises for passive outdoor recreational activities such as hiking, boating, fishing both from the shoreline and from boats, hunting, wildlife observation, nature studies, and similar uses by the general public provided that such activities do not involve the use of motorized vehicles other than for handicap access or as allowed by Commonwealth regulation or permit, are not detrimental to or violate the terms of this Conservation Restriction, and do not unreasonably interfere with Owner's permitted uses of the Premises. The Commonwealth may

allow the public to launch and use boats on Heywood, Fitch, Lower and Upper Lynde's, and Spring Reservoirs so long as said boats are not powered by internal combustion engines of any kind or by electric engines that exceed 10 horsepower.

Public boating and shoreline access may be prohibited on and around said Reservoir(s) if said Reservoir(s) ever again become active drinking water supplies.

Locations of access to the Premises shall be mutually agreed upon by the Owner and the Commonwealth, and public access to the Premises shall be monitored by the Commonwealth in accordance with its policies and practices. Enforcement of said policies and practices shall be at the expense of the Commonwealth.

Public access may be restricted or prohibited by Owner in its sole discretion to and on the portion of the Premises containing water supply buildings, water supply wells, associated above-ground infrastructure, and the Zone 1 recharge area of said wells. If Owner restricts or prohibits such access, Owner may erect a locked gate, post no trespassing signs, and take other reasonable steps to restrict or prevent public access thereto.

Public access may also be restricted or prohibited as determined by the Commonwealth to protect rare species on the Premises.

The use of all-terrain vehicles, motorized bikes, and similar motorized recreational equipment is prohibited without the written consent of the Commonwealth.

The Director of the Massachusetts Division of Fisheries & Wildlife shall determine the terms and conditions of public access in consultation with Owner. Owner may petition the Commonwealth to modify the terms of this CR concerning public access to the Premises for cause in the event that public access is being conducted in a manner that materially violates the access provisions and other provisions of this CR, continued access will cause a clear and present danger to public health, safety or the environment, or causes unreasonable financial burden upon Owner. Owner may also petition the Commonwealth to modify the terms of public access to a portion of the Premises as necessary or appropriate for Owner to safely, efficiently and appropriately conduct any acts or uses permitted in accordance with Section III herein. Approval of modification petitions provided for herein are not to be unreasonably withheld by the Commonwealth.

Except for its responsibilities to monitor public access on the Premises and for its own activities on the Premises, the Commonwealth is not responsible for and does not undertake any

liabilities or obligations relating to public access or the condition of the Premises pertaining to public access or any damages to the Premises arising from such public access.

V. LEGAL REMEDIES OF THE COMMONWEALTH

The rights hereby granted include the right of the Commonwealth to take any reasonable actions with respect to the Premises as may be necessary or appropriate to enforce the terms and provisions of this Conservation Restriction and to remedy, abate or otherwise take action against any violations thereof.

These rights granted to the Commonwealth include, but are not limited to, the right to enforce the terms and provisions of 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 the condition thereof at the time of this grant as documented in the Baseline Documentation Report, it being agreed by Owner that the Commonwealth may have no adequate remedy at law. These rights shall be in addition to and not in limitation of any other rights and remedies available to the Commonwealth.

When exercising these legal rights of enforcement, the Commonwealth shall, except in emergency circumstances, provide reasonable notice to Owner of any violation(s) of this Conservation Restriction and of the Commonwealth's intent to take legal action pertaining thereto, in order to provide Owner with an opportunity to address or otherwise correct said violation(s), which reasonable notice means 90 days notice prior to commencing legal action. Said 90-day prior notice shall not apply in the case of an emergency in which the Commonwealth determines that immediate legal action is necessary.

The parties shall be responsible for their own legal fees and costs in enforcing this Conservation Restriction as provided herein. Enforcement of the terms and provisions of this Conservation Restriction shall be at the discretion of the Commonwealth, and any forbearance by the Commonwealth of the exercise of any of the Commonwealth's rights under this Conservation Restriction shall not be deemed or construed to be a waiver of those rights.

VI. SUBSEQUENT TRANSFERS

Owner agrees to incorporate by reference the terms and provisions of this Conservation Restriction in any deed or other legal instrument by which Owner divests itself of any interest in all or a portion of the Premises, including without limitation a leasehold interest.

Owner further agrees to give written notice to the Commonwealth of the proposed transfer of any such interest at least thirty (30) days prior to the date of such transfer. The failure of Owner to provide said notice shall not impair the legal validity of this Conservation Restriction nor limit the enforceability thereof in any way.

VII. REPRESENTATIONS OF THE COMMONWEALTH

The Commonwealth represents that it is a governmental agency of the Commonwealth of Massachusetts, that it is organized and operated for the purpose of preserving and conserving natural resources, native fish and wildlife species, natural habitats and communities, environmentally sensitive areas, and for other charitable, scientific and educational purposes, and that it has both the necessary funds and commitment to hold this Conservation Restriction exclusively for conservation purposes in perpetuity and to enforce its terms.

VIII. REQUIRED NOTIFICATION, CONSENT & APPROVALS

1) Owner shall notify the Commonwealth in writing at least ten (10) days prior to undertaking any action not otherwise addressed in this Conservation Restriction which may adversely affect the conservation interests associated with and protected by this Conservation Restriction.

2) Whenever notification by the Owner or the Commonwealth is required under the provisions of this Conservation Restriction, such notice shall be given in writing not less than ten (10) days prior to the date the notifying party intends to undertake the activity in question.

3) Whenever the Owner's or the Commonwealth's consent or approval is required under the terms of this Conservation Restriction, the Owner or the Commonwealth shall grant or withhold such consent or approval in writing within thirty (30) days receipt of written request therefore, and the notifying party shall not undertake the activity in question until the expiration of said 30-day period. Any such requested consent or approval shall not be unreasonably withheld so long as the granting of said consent or approval is consistent with the terms and purposes of this Conservation Restriction. Failure to act in writing within the stated 30-day time period shall constitute consent or approval.

Any written notice required hereunder shall be sent by certified mail, return receipt requested, postage prepaid, to the following addresses:

OWNER: Town Administrator
Town of Clinton
242 Church Street
Clinton, MA 01510

COMMONWEALTH: Chief of Wildlife Lands
and
Coordinator of Natural Heritage Program
Mass. Division Fish & Wildlife
1 Rabbit Hill Road
Westborough, MA 01581-9990

In the event that Owner grants, conveys, assigns, or otherwise transfers any interest in the Premises to a third party [hereinafter "Assignee"], Owner may provide notice information for such Assignee and the Commonwealth shall thereafter provide all notices to such Assignee at the same time and in the same manner that said notices are provide to Owner.

IX. PROCEEDS FROM EXTINGUISHMENT

Owner and the Commonwealth agree that this CR gives rise to a property right, immediately vested in the Commonwealth. Owner and the Commonwealth agree that this property right gives the Commonwealth a proportionate value of the Premises determined by the ratio of the fair market value of the Premises at the time of this grant to the fair market value of the Premises at the time of this grant unencumbered by this CR as determined by an appraisal. Such proportionate value of the Commonwealth's property right shall remain constant. If any change in conditions ever gives rise to extinguishment or other release of this CR under applicable law, then the Commonwealth on a subsequent sale, exchange or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds equal to such proportionate value, subject, however, to any applicable law which expressly provides for a different disposition of proceeds. Such portion of the Commonwealth's proceeds not to exceed the then present value of \$235,000 as determined from the date of this Conservation Restriction. Owner and the Commonwealth shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by Owner and the Commonwealth shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between Owner and the Commonwealth in shares equal to such proportionate value as provided above. The Commonwealth shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein. If all or any part of this Conservation

Restriction is otherwise extinguished by act of public authority, then the fair market value of Premises shall be calculated in accordance with applicable state statutes without the Conservation Restriction on the Premises and the proceeds distributed as provided herein. The Division of Fisheries and Wildlife will not seek an eminent domain taking without the prior approval of the owner.

X. COSTS AND LIABILITIES

Owner retains all responsibilities and shall bear all costs of any kind related to the ownership, operation, upkeep, and maintenance of the Premises, including the payment of all taxes and assessments and conformance with all applicable federal, state, and local laws and regulations.

XI. AMENDMENTS

This Conservation Restriction may be amended by Owner and the Commonwealth, or their successors-in-interest, only insofar as the amendment is intended to and does further the conservation purposes of this Conservation Restriction and does not violate Article 97 of the Amendments to the Massachusetts Constitution.

If an amendment is made, either the Commissioner of the Department of Fish and Game or the Director of the Division of Fisheries and Wildlife shall execute a written confirmation concluding that said amendment meets this criterion and explaining in detail the reasons for this conclusion.

Any amendment shall be in writing, signed under seal, and recorded in the appropriate Registry of Deeds along with said written confirmation of the appropriateness of said amendment.

XII. BINDING EFFECT

The burdens of this Conservation Restriction shall be deemed to run with the Premises in perpetuity and in gross and shall be binding upon and enforceable against the Owner, the Owner's successors and assigns, and all future owners of any interest in the Premises.

This Conservation Restriction shall be subject to Article 97 of the Amendments to the Massachusetts Constitution. The Commonwealth is authorized to record and file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation restriction and the full legal applicability of Article 97, and the Owner hereby appoints the Commonwealth as its attorney-in-fact to execute, acknowledge, deliver and record any such notices and

instruments on its behalf. Without limiting the foregoing, the Owner agrees to execute any such instruments upon the request of the Commonwealth.

XIII. SEVERABILITY

If any provision of this Conservation Restriction shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Conservation Restriction shall not be affected.

EXECUTED as a sealed instrument this 18th day of June, 2008 by the Selectmen of the Town of Clinton, herewith duly authorized.

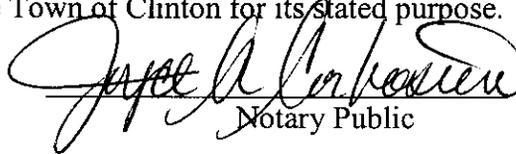
Town of Clinton, Board of Selectmen

By: [Signature]
Selectman

COMMONWEALTH OF MASSACHUSETTS

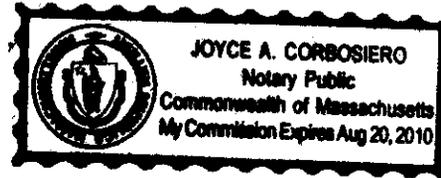
Worcester, ss. 18 June, 2008

On this day before me, the undersigned Notary Public, personally appeared the above-named Kevin R. Haley, Chairman; Anthony M. Fiorentino, Vice-Chairman; James J. LeBlanc, Clerk; Mary Rose Dickhaut; and Kathleen A. Sheridan as Selectmen of the Town of Clinton, proved to me through satisfactory evidence of identification which was personal knowledge to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily on behalf of the Town of Clinton for its stated purpose.


Notary Public

SEAL

My Commission Expires: 8-20-10



ACCEPTANCE OF CONSERVATION RESTRICTION

I, Mary B. Griffin, Commissioner of the Commonwealth of Massachusetts Department of Fish and Game, hereby acknowledge that this Conservation Restriction contains 1) certain duties and obligations that the Owner herein is required to comply with and carry out, and 2) certain rights granted to the Commonwealth such as development and use rights and the right to monitor and enforce the terms of this Conservation Restriction in order to effectuate the purposes thereof.

As Commissioner of said Department, I on behalf of the Commonwealth and its successors and assigns hereby expressly accept the rights granted to the Commonwealth by this Conservation Restriction, agree to the terms of this Conservation Restriction, and further agree to fully and completely comply with and carry out the duties and obligations of the Commonwealth set forth herein.

WITNESS my hand and seal this 24th day of June, 2008.

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF FISH AND GAME

By: Mary B. Griffin
Mary B. Griffin, Commissioner

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss. June 24, 2008

On this day before me, the undersigned Notary public, personally appeared the above-named Mary B. Griffin, proved to me through satisfactory evidence of identification which was personal knowledge to be the Commissioner of the Department of Fish and Game of the Commonwealth of Massachusetts whose name is signed on the preceding ACCEPTANCE OF CONSERVATION RESTRICTION and acknowledged to me that he signed it voluntarily for its stated purpose.

Daane A. Crook
Notary Public

SEAL

My Commission Expires: _____

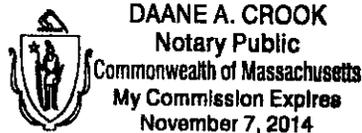


EXHIBIT A*Property Description*

Approximately 564 acres of land located in Sterling and Leominster, Worcester County, Massachusetts, as being more particularly bounded and described in the deeds as follows:

All of the lands, including lands under water, in the town of Sterling, Worcester County, Massachusetts, as described in certain deeds recorded in the Worcester District Registry of Deeds in Book 1129, Page 400; Book 1129, Page 401; Book 1123, Page 510; Book 1123, Page 512; Book 1134, Page 255; Book 1138, Page 557; Book 1157, Page 408; Book 1158, Page 372; Book 1165, Page 85; Book 1199, Page 606; Book 1208, Page 248; Book 1209, Page 117; Book 1209, Page 119; Book 1209, Page 121; Book 1209, Page 122; Book 1260, Page 244; Book 1269, Page 285; Book 1269, Page 287; Book 1275, Page 31; Book 1275, Page 460; Book 1285, Page 251; Book 1285, Page 479; Book 1630, Page 362; Book 1397, Page 297; Book 1399, Page 27; Book 1424, Page 586; Book 1424, Page 589; Book 1437, Page 92; Book 1480, Page 457; Book 1480, Page 459; Book 1481, Page 460; Book 1589, Page 222; Book 1684, Page 131; Book 1684, Page 132; Book 1771, Page 64; Book 1887, Page 445; Book 2013, Page 525; Book 2026, Page 452; Book 2078, Page 37; Book 2277, Page 572; Book 2416, Page 173; Book 2450, Page 191; Book 2517, Page 352; Book 2587, Page 467; Book 2644, Page 551; Book 2644, Page 553; meaning to include, although not necessarily covered in its entirety by the above-referenced deeds, Heywood Reservoir, Fitch Reservoir, Lower and Upper Lynde's Reservoir and Spring Reservoir, so-called, and the surrounding watershed lands collectively known as the Wekepeke Watershed Lands owned by the Town of Clinton.

Together with all of the lands, including lands under water, in the town of Leominster, as described in certain deeds recorded in the Worcester North District Registry of Deeds in Book 283, Page 269; Book 436, Page 630; Book 281, Page 7; Book 440, Page 57; Book 440, Page 60; meaning to include, although not necessarily covered in its entirety by the above-referenced deeds, Heywood Reservoir, so-called, and the surrounding watershed lands collectively known as the Wekepeke Watershed lands owned by the Town of Clinton.

EXHIBIT B

*Forest Management Standards to Enhance and Maintain
Native Biodiversity of Forestlands Subject to Conservation Restrictions
Administered by the Division of Fisheries and Wildlife*

GOAL: Enhance and maintain native biological diversity on managed forestlands

OBJECTIVES:

- 1) Apply current and generally accepted scientific principles from the current Massachusetts Forestry Best Management Practices Manual (Kittredge & Parker, 1996) and subsequent versions if approved by The Commonwealth (the "Manual") to conserve soil and water quality on managed forestlands.
- 2) Apply current and generally accepted scientific principles for native biodiversity protection as standards on managed forestlands.

STANDARDS:

- 1) Conduct all forest cutting operations under an approved Chapter 132 Forest Cutting Plan and compliance with Chapter 131, the Wetlands Protection Act. Provide a copy of the Chapter 132 Forest Cutting Plan to the Commonwealth at least 20 days prior to the start of cutting for review of potential impacts on state-listed species and priority natural communities. Implement all mitigation measures provided by the Commonwealth to limit impacts on state-listed species and priority natural communities.
- 2) Establish and maintain access roads, skid roads and landing areas according to both required best management practices and recommended guidelines in the Manual.
- 3) Retain buffer strips along roads and filter strips along riparian areas according to both required best management practices and recommended guidelines in the Manual.
- 4) Avoid wetlands resources area crossings during forest cutting operations if possible, established and maintain stream crossings for logging machinery, and operate machinery within wetlands only when necessary and in strict compliance with both required best management practices and recommended guidelines in the Manual.
- 5) Locate and map all vernal pools with a proposed harvest area and plan harvest in strict compliance with both required and best management practices and recommended guidelines in the Manual for certified vernal pools. Upon the request of Owner, the Commonwealth with assist Owner, at the Commonwealth's expense, to locate, map and certify all vernal pools with a proposed harvest area.

Retain a portion of the overstory trees on managed forestlands at all times. Vary amount of retention depending on slope. Minimum retention on all slopes shall consist of an average basal area of ≥ 10 square feet per acre in live trees ≥ 14 " dbh. Retain live trees in ≥ 2 groups per acre when possible, consisting of sound, relatively wind-firm trees, and existing den trees and/or snag trees when possible. Retain a mix of live [mature] mast-producing hardwoods, including oak and black cherry, and cover-producing softwoods including hemlock and white pine, where possible. Retain some large downed dead woody material in or near retained groups when possible. On slopes $< 30\%$ the minimum retention shall apply. On slopes of $30\% - 60\%$, retain $\geq 30\%$ of the overstory canopy during any forest cutting operation, including ≥ 10 square feet per acre in live trees ≥ 14 " dbh, and waiting period of ≥ 5 years must elapse before another cut is made. On slopes of $\geq 60\%$, retain $\geq 60\%$ of overstory canopy well distributed over the area during any forest cutting operation, including ≥ 10 square feet per acre in live trees ≥ 14 dbh, and waiting period of ≥ 5 years must elapse before another cut is made.

DEFINITIONS:

Biological Diversity (Biodiversity)

The entire assemblage of native flora and fauna and their supporting habitats and natural communities.

Dbh

Diameter at breast height (4.5' above ground).

Habitat

The biological and physical conditions necessary for the sustained occurrence of a given plant and animal species.

Native

A species which occur or has occurred within the Commonwealth which has not been deliberately or accidentally introduced by humans into the state nor introduced elsewhere and spread from that introduction into the state.

Natural Community

A recurrent assemblage of plants and animals found in particular and relatively predictable associations with the physical environments.

Manual

The most recent edition of "Massachusetts Forestry Best Management Practices Manual" (Kittredge & Parker, 1996), and subsequent versions if approved by the Commonwealth.