GRANT OF
CONSERVATION EASEMENT and CONSERVATION RESTRICTION
TO THE
COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF FISH AND GAME

I, Jonathan S. Josefek [hereinafter the “Owner”], pursuant to the provisions of M.G.L. c. 184, ss. 31-33 and for consideration of less than $100 as this conveyance is a GIFT, hereby grants with QUITCLAIM COVENANTS in perpetuity to the Commonwealth of Massachusetts acting through its Department of Fish and Game of 251 Causeway Street, Suite 400, Boston, Suffolk County, MA 02114 [hereinafter the “Commonwealth”], the following conservation easement and conservation restriction [hereinafter the “Conservation Restriction”] on the land known as part of the Mason Lot or the Hog Rock Lot located off Yellow Hill Road in Fall River, Bristol County, Massachusetts described in Exhibit A attached hereto and incorporated herein by this reference (hereinafter the “Premises”) for the protection of said Premises for public access, outdoor recreation and education, and conservation purposes as set forth herein.

Owner hereby covenants for itself and its successors and assigns that the Premises will at all times be held, used, and conveyed subject to and in full compliance with the terms and provisions of (1) this Conservation Restriction and (2) the provisions of M.G.L. c. 184, §§ 31-33, the purposes stated above, and including all such rights, easements, privileges, and appurtenances of every name and nature as may be necessary to give full force, virtue, and effect in perpetuity to the restrictions herein on the use of said 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 uses described in Section III, the Premises will be subject to the prohibitions described in Section II so that
the Premises are retained in perpetuity predominantly in their natural, scenic, and open
condition for fish and wildlife conservation, native habitat protection, management for
biodiversity protection as described in Section III, associated 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, to prevent any use of the Premises that will significantly impair or
interfere with the conservation values thereof, and [if applicable] to allow public access
for the enjoyment of the wildlife and open space resources of the Premises as specifically
provided for herein.

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

1) The Premises consist of approximately 5 acres of land located off Yellow Hill
Road in Fall River.

2) The Premises are located in the Southeastern Massachusetts BioReserve and
are characterized by upland habitat dominated by white pine, pitch pine and oaks. The
Premises are habitat for:

<table>
<thead>
<tr>
<th>Scientific Name</th>
<th>Common Name</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Terrapene carolina</td>
<td>Eastern Box Turtle</td>
<td>Special Concern</td>
</tr>
<tr>
<td>Caprimulgus vociferus</td>
<td>Eastern Whippoor-will</td>
<td>Special Concern</td>
</tr>
</tbody>
</table>

3) The Premises will provide an additional protected buffer for the natural and
biological resources of the abutting property owned by the Commonwealth and by the
City of Fall River. The abutting property is forested upland with similar natural resources
as the Premises.

4) Protection of the Premises will allow the public to access and enjoy its
ecological, scenic and passive outdoor recreational values.

Owner and the Commonwealth agree that the specific conservation values of the
Premises shall be documented in a Baseline Documentation Report on file with Owner
and the Commonwealth and incorporated herein by this reference (hereinafter the
“Report”). The Report shall consist of documentation which the Owner and the Commonwealth agree provides, collectively, an accurate representation of the condition and the conservation values of the Premises at the time this grant of Conservation Restriction is recorded and which is intended to serve as an objective baseline for monitoring compliance with the terms of this Conservation Restriction.

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 restrictions, and Owner and Owner's successors and assigns will not perform or permit the following acts or uses on, over, or under the Premises:

1) Construction or placement of any dwelling, building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, parking area, 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.

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 underground storage tanks. In the event such unauthorized placing, filling, storing, or dumping occurs, Owner will make reasonable efforts to remediate the site in a manner consistent with the values of the Premises.

4) Activities detrimental to drainage, flood control, water conservation, erosion control, or soil conservation or fish and wildlife habitat.

5) Use of automobiles, trucks, motorcycles, motorized trail bikes, all-terrain vehicles, and snowmobiles, or any other motorized vehicle, except as permitted under Sections III and IV.

6) Removal or destruction of trees, shrubs, and any other vegetation thereon.

7) Commercial, industrial, or institutional use.

8) Storage of pesticides, herbicides, insecticides, fungicides, or other chemicals or materials.
9) Application of pesticides, herbicides, insecticides, fungicides, or other chemicals.

10) Installation and maintenance of groundwater extraction wells and associated equipment and pipelines and similar equipment for use in extracting groundwater, collecting surface water, or transporting said water for sale or use off the Premises.

11) Intentional introduction, establishment, or enhancement of plant, animal, insect, or other species not native to the Commonwealth of Massachusetts, whether by planting, releasing, cultivation, maintenance, or other activity.

12) Conveyance, division, or subdivision of a part or a portion of the Premises alone.

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

14) Collecting of artifacts and the granting of permission for artifact collecting, either from the surface or the subsurface of the Premises, including for archaeological investigations.

15) Use of the Premises for any other purpose except as permitted under Sections III or IV below unless approved in writing by the Commonwealth and provided such approved uses (a) would not be inconsistent with the purposes of this Conservation Restriction or detrimental to the conservation interests that are the subject of this Conservation Restriction, (b) would permit the Premises to remain predominantly in its natural condition, (c) shall only be carried on and permitted in compliance with all the provisions of this Conservation Restriction, (d) would not alter the existing drainage patterns, floodplains, or wetlands or result in erosion, siltation or other forms of water pollution, and (e) would not have a serious adverse effect on the identified species that are listed by the Commonwealth as being Endangered, Threatened, or of Special Concern or on any other listed species found on the Premises now or in the future.

III. Permitted Acts and Uses

Notwithstanding anything contained in Section II, the following acts and uses by Owner and Owner’s successors and assigns are permitted but only to the extent such acts and uses do not materially impair the purposes of this Conservation Restriction, and are in compliance with any notice or permission requirements set forth herein:
1) Maintenance of wood roads, bridges, culverts, fences, gates, and stone walls existing on the date this Conservation Restriction is signed, and the construction of gates and installation of stone barriers thereon, subject to guidelines for woods roads as described in the Massachusetts Forestry Best Management Practices Manual referenced in Exhibit B attached, and the periodic use of motorized vehicles, if and as necessary only for said maintenance and construction.

2) Relocation of woods roads existing on the date this Conservation Restriction is signed, and the construction of new woods roads and stone barriers, with the written approval of the Commonwealth and subject to guidelines for woods roads as referenced above.

3) Cultivation and harvest of forest products in accordance with the notification and approval requirements and management standards for biodiversity, management planning, and forest cutting practices, all as described in the attached Exhibit B.

4) Construction and maintenance of one or more parking areas with the written approval of the Commonwealth.

5) Recreational use of the Premises by Owner and Owner's invitees for passive outdoor recreational activities such as hiking, cross-country skiing, hunting, fishing, trapping, horseback riding, wildlife observation, and similar non-motorized outdoor recreational activities not inconsistent with the purposes of this Conservation Restriction.

6) Cutting, pruning, mowing, and removal of trees, shrubs, and other vegetation to remove hazards, diseased trees, or insect damage.

7) Use of motorized vehicles for (a) non-recreational activities expressly authorized under Sections III and IV herein, (b) as required by the Commonwealth to carry out its duties, rights, and responsibilities under this Conservation Restriction, and (c) as required by the police, firefighters, and other public safety officials in carrying out their lawful duties.

8) Construction, relocation, erection, and maintenance of signs (a) describing prohibited or permitted uses of the Premises, (b) identifying trail locations, property boundaries, natural features, and similar information, and (c) identifying the Owner of the Premises and the holder of this Conservation Restriction. Directional and informational signs shall not exceed (a) four hundred (400) square inches in size in conjunction with the
conduct of forest management and recreational activities, (b) thirty (30) square inches in size for use in posting notice of ownership of the Premises along the boundaries of the Premises, and (c) 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 or along roadways. The design and location of such signs shall be approved by the Commonwealth. “No Trespass” signs may not be used, installed, or maintained on the Premises without prior written approval of the Commonwealth. Any signs that are not in compliance with this paragraph may be removed at any time by the Commonwealth.

9) Control, management, and eradication of species not native to Massachusetts, particularly those species commonly identified as invasive species, under a Non-Native Species Control Plan approved by the Commonwealth.

10) Archaeological investigations and activities, including without limitation surveys, excavation, and artifact retrieval conducted under the direction of a qualified organization or person, following submission of an archaeological field investigation plan and written approval thereof by (a) the Commonwealth and (b) the State Archaeologist of the Massachusetts Historical Commission, and in accordance with Massachusetts 950 CMR 70.00.

11) Clearing, construction, and maintenance of trails and trail structures, with the prior written approval of the Commonwealth. A master plan for trails, consistent with then-current provisions of the Massachusetts Department of Conservation and Recreation’s Trails Guidelines and Best Practices Manuel (or successor publication) may be required prior to such approval. In reviewing any request for clearing, construction or maintenance, the Commonwealth shall consider (a) protection of natural resources identified in Section I. Purposes, (b) planned density of trail system, and (c) corresponding opportunities for off-trail enjoyment of the Premises, and shall generally favor less developed rather than highly developed trail attributes.

12) Application of pesticides, herbicides, insecticides, fungicides, or other chemicals on the Premises is allowed 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, and only after written notice is provided to the Commonwealth at least 5 days prior to application.

13) Conveyance of the Premises in its entirety, subject to provisions in Section VI.

14) Conveyance of part or a portion of the Premises, or division or subdivision of the Premises, subject to provisions in Section VI, may be allowed with the prior written consent of the Commonwealth, which consent is at the sole discretion of the Commonwealth and may require as a condition of such consent that one or more new conservation restrictions be recorded to specifically describe the Premises in any divided or subdivided configuration.

15) Commercial, institutional, or industrial use not inconsistent with the purposes of the Conservation Restriction, subject to the prior written consent of the Commonwealth in its sole discretion.

The exercise of any permitted activity or use by Owner under this Section III shall be in compliance with the then current Zoning Bylaw applicable to the Premises, the Wetlands Protection Act (M.G.L. c.131, s.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 written consent of the Commonwealth.

The inclusion of any permitted activity or use in this Section III requiring a permit from a governmental 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 is not inconsistent with the purposes and provisions of this Conservation Restriction. Any request by Owner for approval of such an activity or use shall contain a detailed description of why Owner believes that such activity or use is not inconsistent with the conservation purposes of this Conservation Restriction. In the event that the Commonwealth disapproves the requested activity or use, the Commonwealth shall provide a detailed written explanation of why Commonwealth has determined that said
activity or use is inconsistent with the conservation purposes of this Conservation Restriction.

IV. Access by the Commonwealth and the General Public

Owner hereby grants to the Commonwealth, acting through its officers, directors, employees, representatives, contractors, and agents, the right to enter and traverse the Premises at reasonable times and in a reasonable manner, including access by foot or by motorized vehicle, to inspect the Premises, determine compliance with the terms of this Conservation Restriction, and prevent, remedy or abate any violations thereof.

Owner also grants to the Commonwealth, acting through its officers, directors, employees, representatives, contractors and agents, the right to enter and traverse the Premises, with the prior written consent of Owner, such consent not to be unreasonably withheld, 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.

Owner further grants to the Commonwealth, acting through its officers, directors, employees, representatives, contractors, and agents, the right to enter and traverse the Premises, with the prior written consent of Owner, such consent not to be unreasonably withheld, at the Commonwealth's sole expense, to 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.

Owner further agrees that this Conservation Restriction also grants to the Commonwealth the right to permit the general public to enter upon and traverse the Premises for passive outdoor recreational activities such as hunting, fishing, hiking, wildlife observation, and similar uses by the general public provided that such activities (a) do not involve the use of motorized vehicles (except as may be required by law), (b) are not detrimental to or violate the terms of this Conservation Restriction, and (c) do not unreasonably interfere with Owner's permitted uses of the Premises. Points of entry for public access, including for motor vehicle parking in a constructed parking area allowed under Section III (4) or on the Premises at or near the roadside, that are recognized and
actively promoted by the Commonwealth shall be determined by the Director of the Division of Fisheries and Wildlife in consultation with the Owner. Said Director otherwise shall determine the terms and conditions of public access, which may take the form of regulation. Owner may petition the Director to modify public access to the Premises for good cause not inconsistent with the purposes of the Conservation Restriction.

Owner further grants to the Commonwealth the right to erect signs on the Premises in accordance with the signage restrictions set forth in Section III (8).

V. Legal Remedies and Other Rights of the Commonwealth

The rights hereby granted to the Commonwealth include the right of the Commonwealth to take any reasonable actions with respect to the Premises as may be necessary or appropriate, with or without Order of Court, to remedy, abate or otherwise enforce any violations hereof, as well as the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including without limitation relief requiring restoration of the Premises to its condition at the time of this grant (it being agreed that the Commonwealth may 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 Commonwealth.

If the Commonwealth obtains judgment from a Court of law ruling that Owner has violated the terms of this Conservation Restriction, Owner shall reimburse the Commonwealth for all reasonable costs and expenses incurred in connection with obtaining and enforcing such judgment, including reasonable counsel fees and reasonable costs incurred in remedying or abating the violation.

The Commonwealth shall be responsible for the actions of its employees, agents, and representatives on the Premises, but otherwise bears no responsibility for any other actions or lack thereof; nor does the Commonwealth undertake any liability or obligations relating to public access or the condition of the Premises or any damages arising from such public access or condition.

Enforcement of the terms of this Conservation Restriction shall be at the discretion of the Commonwealth, and any forbearance by the Commonwealth to exercise its rights under this Conservation Restriction shall not be deemed or construed to be a waiver.
VI. Subsequent Transfers

Owner agrees to 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 Premises, including without limitation, a leasehold interest. Owner further agrees to give written notice to the Commonwealth of the proposed transfer of any interest at least 30 days prior to the date of such transfer. Failure of Owner to do so shall not impair the validity of this Conservation Restriction nor limit its enforceability 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, natural habitats, 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 in perpetuity exclusively for the purposes stated herein and to enforce its terms.

VIII. Required Notification, Consent and Approval

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 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 Owner's or the Commonwealth's consent or approval is required under the terms of this Conservation Restriction, 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 thirty (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.

Unless otherwise agreed in writing by both the Owner and the Commonwealth, any written notice required hereunder shall be sent by certified mail, return receipt requested, postage prepaid, to the following addresses:

OWNER:  
City of Fall River  
One Government Center  
Fall River, MA 02722

COMMONWEALTH:  
Realty Chief and Natural Heritage Program (copies to each)  
Division of Fisheries and Wildlife  
1 Rabbit Hill Road  
Westborough, MA 01581-9990

Copy to:  
Southeast Wildlife District Office  
195 Bourne Dale Rd  
Buzzards Bay, MA 02532

or to such other address or addresses as may from time to time be designated by any party by written notice to the others.

IX. Proceeds from Extinguishment from Eminent Domain

Owner and the Commonwealth agree that this Conservation Restriction gives rise to a property right immediately vested in the Commonwealth with a proportionate value of 10% of the fair market value of the Premises at the time of this grant, which proportionate value shall remain constant. If any change in conditions ever gives rise to extinguishment or other release of this Conservation Restriction 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.

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain, or if all or any part of this Conservation Restriction is otherwise extinguished by act of public authority, then 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. The Commonwealth shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein.

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 agreement of both Owner and the Commonwealth, or their successors-in-interest, but 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, the Commissioner of the Department of Fish and Game 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 the written confirmation described above.

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 Owner 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 Owner hereby appoints the Commonwealth as its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, Owner agrees to execute any such instruments upon request.
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.

WITNESS my hand and seal this 29 day of June, 2017.

By: 

Jonathan S. Josefek

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss. June 29, 2017

On this day before me, the undersigned notary public, personally appeared the above-named Jonathan S. Josefek proved to me through satisfactory evidence of identification which was driver’s license to be the person whose name is signed on the foregoing document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public: 

Joan W. Pierce

Print Name: Joan W. Pierce

My Commission Expires: May 1, 2020
ACCEPTANCE OF GRANT OF CONSERVATION RESTRICTION
The Department of Fish and Game of the Commonwealth of Massachusetts hereby accepts the above Conservation Restriction this 18th day of May, 2017.

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF FISH AND GAME

BY: _______________________
    George N. Peterson, Jr., Commissioner

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

On this day, before me, the undersigned notary public, personally appeared the above named George N. Peterson, Jr., proved to me through satisfactory evidence of identification which was personal knowledge of identity to be the Commissioner of the Department of Fish and Game of the Commonwealth of Massachusetts whose name as Commissioner is signed above, and acknowledged to me that he signed the foregoing instrument voluntarily as Commissioner of said Department for its stated purpose and as the voluntary act of said Commonwealth.

Notary Public: _______________________

Print Name: _______________________

My Commission Expires: _______________________

Seal

EILEEN E. GARCIA-SMITH
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires May 13, 2022
AGREEMENT OF ASSENT

I, Jonathan S. Josefek, the current record Owner of the Premises on which this Conservation Restriction is herein consensually granted and the City of Fall River by and through its Mayor into which ownership the fee of the Premises will be conveyed subject to this Conservation Restriction and acting by vote adopted by the Fall River City Council May 16, 2017 and approved by Mayor Jasiel F. Correia, II on May 26, 2017 hereby acknowledge that this Conservation Restriction contains 1) certain duties and obligations that Jonathan S. Josefek and subsequently the City of Fall River as Owner are required to comply with and carry out, and 2) certain rights consensually 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.

I, Jonathan S. Josefek, and the City of Fall River, acting for themselves, their organizations, and their successors, assigns and members, hereby expressly agree to the terms of this Conservation Restriction, will fully and completely comply with and carry out said duties and obligations as Owner described herein, and expressly assent to the rights of the Commonwealth granted herein and to the granting of these rights by this grant of said Conservation Restriction and will make all further conveyances of the Premises expressly subject to the terms of the Conservation Restriction. This signatory for the City (being its duly elected Mayor pursuant to Massachusetts General Laws Chapter 40 §3) execute this agreement in a representative capacity and, only the corporate entity shall be bound, and no person so executing, nor any member, officer, agent or official shall be personally liable for any obligation, express or implied, hereunder.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURES ON FOLLOWING PAGE]
Signed under the pains and penalties of perjury on the dates opposite our signatures below:

Date: 6/25/17

Jonathan S. Josefek

CITY OF FALL RIVER

Date: 6/29/17

By: [Signature]

Jasiel E. Correia II
Title: Mayor

Approved as to form and manner:

By: [Signature]

Joseph I. Macy, Corporation Counsel

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss.

June 29, 2017

On this day before me, the undersigned Notary Public, personally appeared the above-named Jonathan S. Josefek, proven to me through satisfactory evidence of identification which was [Signature] to be the person whose name is signed on the foregoing AGREEMENT OF ASSENT, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.

Notary Public: [Signature]

Print Name: Joan W. Pierce

My Commission Expires: May 1, 2020
COMMONWEALTH OF MASSACHUSETTS

Bristol, ss. 6/29, 2017

On this day before me, the undersigned Notary Public, personally appeared the above-named Jasiel F. Correia, II as Mayor of the City of Fall River, proved to me through satisfactory evidence of identification which was known to me to be the person whose name is signed on the foregoing AGREEMENT OF ASSENT, and acknowledged to me that he was duly authorized to act on behalf of the City of Fall River and swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.

Notary Public: Cathy Ann Viveiros
Print Name: Cathy Ann Viveiros
My Commission Expires: 5-23-2019

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss. 6/29, 2017

On this day before me the undersigned notary public, personally appeared, Joseph I. Macy, Corporation Counsel as aforesaid, and provided to me through satisfactory evidence of identification, which was known to me to be the person whose name is signed on the foregoing AGREEMENT OF ASSENT, and acknowledged to me that he signed it voluntarily for its stated purposes on behalf of the City of Fall River and who swore to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.

Notary Public: Cathy Ann Viveiros
Print Name: Cathy Ann Viveiros
My Commission Expires: 5-23-2019
EXHIBIT A

Attached to and incorporated in that certain Grant of Conservation Easement and Conservation Restriction by Jonathan S. Josefek to the Commonwealth of Massachusetts Department of Fish and Game on land in Fall River, Bristol County, Massachusetts, owned by Jonathan S. Josefek and to be subsequently conveyed to the City of Fall River.

That certain parcel of land situated about 60 rods north of Yellow Hill Road in Fall River, Bristol County, Massachusetts, sometimes known as the Mason Lot and sometimes the Hog Rock Lot, bounded and described as follows:

BEGINNING at a point at the southwest corner of the parcel herein described, said point being the northwest corner of land now of formerly of Gardner Davis; thence

NORTHERLY 300 feet, more or less, by land of now or formerly of the City of Fall River to a corner; thence

SOUTHEASTERLY 992 feet by land now or formerly of Andre Desmarais, et al, to a corner; thence making an angle of 90 degrees and running

SOUTHWESTERLY 245.75 feet by land now or formerly of said Desmarais to a corner; thence making an angle of 90 degrees and running

NORTHWESTERLY 820 feet by land now or formerly of Gardner Davis to the PLACE OF BEGINNING.


Containing by estimation 5 acres, more or less.

Subject to an easement to Montau Electric Company dated July 13, 1960 and recorded in said Registry in Book 735 at Page 488.
EXHIBIT B

FOREST MANAGEMENT STANDARDS TO ENHANCE AND MAINTAIN NATIVE BIODIVERSITY ON FORESTLANDS SUBJECT TO CONSERVATION RESTRICTIONS ADMINISTERED BY THE COMMONWEALTH

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, Third Printing, January, 2000) 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 conservation as standards on managed forestlands.

STANDARDS:

This Exhibit describes the management planning, review, approval, and cutting practices standards for the cultivation and harvest of forest products (collectively, “Standards”) permitted under Section III of this Conservation Restriction. Forest management activities carried out by Owner in compliance with this Section III Paragraph 9 herein shall be deemed by the Commonwealth to not materially impair the purposes of this Conservation Restriction.

All forest cultivation and harvest activities shall be carried out in accordance with (a) the Standards; (b) a forest management plan for the Premises prepared by Owner and approved by the Commonwealth in accordance with the Standards (“Forest Management Plan”); (c) Massachusetts forest management and conservation statutes and regulations as may be enacted or promulgated from time to time, including but not limited to M.G.L. c. 132; (d) a forest cutting plan for a portion(s) of the Premises prepared by Owner approved in writing by the Commonwealth, and subsequently approved in writing or determined to be exempt by the Department of Conservation and Recreation (DCR) pursuant to M.G.L. c. 132; and (e) all required best management practices and all recommended activities and guidelines in the Manual.
Unless Owner seeks, and the Commonwealth grants, express written approval to conduct other forestry activities, Owner shall conduct only those activities consistent with and authorized by the approved Forest Management Plan.

**Forest Management Plan Standards**

Before any harvest of forest products occurs on the Premises, Owner shall prepare an initial forest management plan for the Premises covering a period of at least ten (10) years. A Forest Management Plan prepared in compliance with M.G.L. c. 61, together with such additional information necessary to qualify it as a DCR Forest Stewardship plan eligible for cost-sharing reimbursement under the DCR Forest Stewardship Program, may meet the requirements of the Standards. At a minimum, the forest management plan shall contain the following elements:

1. Owner, property, and preparer information, including owner names, mailing address, property location, plan preparer name and Massachusetts Forester license number, and plan preparer mailing address.

2. List of lots or parcels, including Assessor Map and Lot numbers, deed book and page numbers, total acres, and acres included in the management plan for each lot or parcel.

3. A book and page reference to the recording of this Conservation Restriction and a summary of the conservation values and purposes contained in Section I hereof.

4. History of land, including dates of acquisition, management, status of boundary marking, and forest management practices conducted over the last 10 years.

5. Stewardship planning information, including a description of natural and cultural features, long-term goals (including a description of how these goals will protect and enhance the conservation values and purposes described in the Section I of this Conservation Restriction), and the ability to accomplish such goals.

6. Property overview, regional significance, and management summary, including a description of landscape setting and eco-regional factors, property and land-use history, bedrock, soil, hydrology, climate and vegetation features, history of disturbance (timber harvesting, agricultural clearing, wildlife habitat creation, damage by natural event, etc.), and an assessment of how management of these lands might impact the local and regional rural economy.

7. Map showing locus of property on a topographic map.
8. Map showing boundaries of forest stands by forest cover type, including wetlands, streams, roads, property boundaries, and cultural features.

9. Stand descriptions for each identified forest stand, including stand number, cover type, acres, size class or mean stand diameter, basal area/acre, volume/acre, volume growth rate, and site index. The description shall state the field method utilized for volume, volume growth rate, and site index.

10. Stand narratives describing each stand including management history, access issues, presence of invasive species, pests or pathogens, soils, slopes, unique natural communities, cultural features, desired future condition, aesthetic quality, protection from fire, and any additional property-specific details related to forest stewardship issues. The narrative shall provide the name of the soil type and characteristics including moisture, drainage, and productivity, and shall identify the presence of any highly erodible soils or any slopes greater than 30%. The narrative shall identify and describe unique natural communities that meet the following definition: Areas designated to serve one or more of three purposes: (a) to establish and/or maintain an ecological reference condition; or (b) to create or maintain a representative system of protected areas; or (c) to serve as a set of refugia for species, communities, and community types. The narrative shall describe cultural features such as cellar holes, stone walls, and known Native American cultural features such as camp sites and trails. The narrative description of the desired future condition shall include a management vision of the future forest landscape within a specified time-frame including a description of the desired structural or compositional condition by identifying, at a minimum, species, age class distribution, future product potential, and other desired ecological features.

11. Current condition of property boundaries and method and schedule for marking or maintaining boundary marking.

12. Management practices schedule for each stand including stand number and forest cover type, silvicultural treatment or USDA NRCS forestry-related practice, acreage of practice, basal area and volume to be removed by practice, timing, and potential timber harvesting methods and equipment (e.g., non-mechanized manual felling, mechanized cut-to-length felling, skidder, forwarder).
13. Monitoring process and schedule, including a description of who will be responsible for completing the monitoring, what they will be monitoring, and the timing and/or frequency of the monitoring. Monitoring results such as regeneration failure, exotic insect infestation, damage from natural events-wind, ice, etc. may necessitate amendments to the management plan.

14. Design, location, and details for the construction or relocation of any proposed improvements referenced in Section III of this Conservation Restriction and Conservation Easement.

Said initial and all subsequent Forest Management Plans shall be prepared or updated by a Massachusetts-licensed forester chosen jointly by Owner and the Commonwealth, which forester shall hold a license to practice forestry under the provisions of 302 CMR 14.00 et seq., as promulgated pursuant to M.G.L. c.132, sections 47 through 50, or as amended. Owner shall update said Forest Management Plan at least every ten (10) years thereafter. In the event an approved Forest Management Plan covering a period no longer than ten (10) years is in place at the time this Conservation Restriction and Conservation Easement is recorded, these requirements shall apply no later than the expiration date of said plan.

When Owner begins preparation of the initial and all subsequent Forest Management Plans, Owner shall notify the Commonwealth in writing of such preparation and of the opportunity for the Commonwealth to advise Owner of any habitat protection or enhancement projects that the Commonwealth intends to carry out on the Premises during this 10-year Forest Management Plan pursuant to Section IV so that Owner and the Commonwealth can coordinate their respective activities and include Commonwealth activities pursuant to Section IV as part of the Forest Management Plan, or to suggest certain habitat improvement management activities for Owner’s consideration. The Commonwealth agrees to make good faith efforts to advise Owner of such Section IV activities during this forest management plan preparation so that Owner’s and the Commonwealth’s activities can be coordinated and integrated to the maximum extent feasible.

Immediately upon completion of the initial and all subsequent Forest Management Plans, Owner shall submit a copy thereof to the Commonwealth for review and written approval by a Division of Fisheries & Wildlife Forester and by the Natural Heritage & Endangered Species Program. The Commonwealth shall within thirty (30) days of submittal review the Forest Management Plan or any revisions or updates thereof for compliance with the purposes of this
Conservation Restriction and the Standards described in this Exhibit. Such plan and any revisions or updates thereto shall be subject to the approval of the Commonwealth for compliance with all terms of this Conservation Restriction. If the Commonwealth’s anticipated Section IV activities are not already included as part of the plan submitted for approval, the Commonwealth shall within such thirty (30) day period provide Owner with a written description of any anticipated Section IV activities.

As a condition of Owner’s exercise of forestry activities permitted herein, representatives of Owner and Commonwealth shall meet annually with a Forester of Owner’s choice licensed in accordance with G.L. c. 132, s. 50, and 304 CMR 10.00, as amended, or in absence of any law that requires a Forester to be licensed in Massachusetts by a Forester certified through the Society of American Foresters, for the purpose of reviewing contemplated Stewardship and/or Cutting Plans with the objective of integrating the Forest Management Standards into such plans as a condition of plan approval by Commonwealth, unless Owner and Commonwealth agree that such a meeting would be either unnecessary or duplicative (a) in light of ongoing or recent dialogue regarding habitat enhancement issues or (b) because no forestry activities are being planned for the foreseeable future.

Forest Cutting Plan Standards

Owner shall submit a forest cutting plan to the Department of Conservation and Recreation in conformance with section 42 of M.G.L. c.132 and to the Commonwealth for review and written approval by a Division of Fisheries & Wildlife Forester and the Natural Heritage & Endangered Species Program at least thirty (30) days prior to any forestry activities being carried out on the Premises. The Commonwealth shall within thirty (30) days of submittal review such plan for compliance with (a) the purposes of this Conservation Restriction, (b) the forest management plan described above, (c) the Manual, and (d) the Standards described herein, which approval not to be unreasonably withheld. Owner may either submit said cutting plan to the Commonwealth for review and approval under terms of this CR prior to submitting said cutting plan to DCR in conformance with section 42 of M.G.L. c.132, or may submit said cutting plan to both the Commonwealth and DCR simultaneously. Should Owner submit said cutting plan to both the Commonwealth and DCR simultaneously, and should the Commonwealth require changes to the plan under terms of this Conservation Restriction, Owner shall re-submit amended plan to DCR for approval in conformance with section 42 of M.G.L. c.132. Owner
shall conduct only those activities consistent with and authorized by a forest cutting plan approved by both the Commonwealth and DCR.

**Forest Cutting Practices Standards**

1) Conduct all forest cutting operations under an approved M.G.L. c. 132 forest cutting plan and in compliance with any/all applicable federal, state, and/or local regulations. Provide a copy of such plan to the DFW Natural Heritage & Endangered Species Program at least thirty (30) 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. Upon the request of Owner, the DFW Natural Heritage & Endangered Species Program may assist Owner, at Commonwealth's expense, to locate and map all habitats for state-listed species and priority natural communities within a proposed harvest area.

2) Establish and maintain woods roads and landing areas according to both required best management practices and to the maximum extent practicable and feasible 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 to the maximum extent practicable and feasible recommended guidelines in the Manual.

4) Avoid wetland resource area crossings during forest cutting operations if possible, establish 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 to the maximum extent practicable and feasible recommended guidelines in the Manual.

5) Locate and map all vernal pools within a proposed harvest area and conduct forest cutting operations in strict compliance with both required best management practices and recommended guidelines in the Manual for certified vernal pools. Upon the request of Owner, the DFW Natural Heritage & Endangered Species Program may assist Owner, at Commonwealth's expense, to locate, map and certify all vernal pools within a proposed harvest area.

6) Retain some woody material on the ground and a portion of the live overstory tree canopy during all forest cutting operations with the exception that no overstory retention is required for aspen coppice regeneration cuts approved by the Commonwealth. Both woody material retention and overstory tree canopy retention should typically increase on more severe slopes (Table 1). Retention should include one or more standing, full-crowned trees ≥14" dbh per acre, small woody material <6" in diameter, and large woody material >14" in diameter whenever possible.

7) When harvesting in oak forests or in mixed-species forests containing overstory oak trees, secure adequate regeneration of oak seedlings (typically >20 seedlings/acre >4’ tall, or a total combined height of 100 linear feet per acre of oak seedlings <1" dbh ) prior to removing all of the dominant overstory oak trees within the harvest area. Retain occasional full-crowned oaks as legacy trees for mast production whenever feasible (an average of one large diameter (>14” dbh) legacy tree per ha [2.5 ac]. Large oak trees of low merchantability are acceptable as legacy trees.

8) Retain occasional, full-crowned oaks as legacy trees for mast production whenever feasible (large oak trees of low merchantability are acceptable).
9) When harvesting in northern hardwood forests or in mixed-species forests containing full-crowned, overstory black cherry and/or American beech, retain occasional (an average of one per ha [2.5 ac]) large diameter (>14” dbh), full-crowned black cherry and/or American beech as legacy trees for mast production whenever possible (large trees of low merchantability are acceptable, although legacy American beech trees should be relatively free of beech scale disease).

<table>
<thead>
<tr>
<th>Slope</th>
<th>Overstory Canopy *</th>
<th>Basal Area ≥14” dbh</th>
<th>Large Woody Debris (≥14” in diameter)</th>
<th>Small Woody Debris (&lt;6” in diameter)</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;30%</td>
<td>≥10%</td>
<td>≥10 ft²/ac</td>
<td>&gt;0.5 cords/ac</td>
<td>&gt;30% of slash</td>
</tr>
<tr>
<td>30-60%</td>
<td>≥30%</td>
<td>≥10 ft²/ac</td>
<td>&gt;1.0 cords/ac</td>
<td>&gt;40% of slash</td>
</tr>
<tr>
<td>&gt;60%</td>
<td>≥60%</td>
<td>≥10 ft²/ac</td>
<td>&gt;1.5 cords/ac</td>
<td>&gt;50% of slash</td>
</tr>
</tbody>
</table>

*No retention required for aspen coppice regeneration if approved by DFW.

Retain live trees in ≥3 groups per ha (2.5 ac) when possible, consisting of sound, relatively wind-firm trees, and existing den trees and/or snag trees when possible. Retain both live [mature] mast-producing hardwoods, including oak, black cherry, and/or scale-free American beech and cover-producing softwoods including hemlock, white pine, and or spruce where possible. Retain some large downed woody material in or near retained groups when possible. On slopes >30% a 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.

Coppice: The production of new stems from the stump or roots of cut trees.

Dbh: Diameter at breast height (4.5’ above the ground)

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

Legacy: A tree identified for retention throughout its natural life that will ultimately become a snag tree and later provide large woody material.

Native: A species which occurs 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 "Massachusetts Forestry Best Management Practices Manual" (Kittredge & Parker, Third Printing, January, 2000), and subsequent versions if approved by the Commonwealth.
Slash: Woody material cut during a forest harvesting operation that is not merchantable for logs (timber), firewood, or pulpwood that is typically left on the ground at the conclusion of the operation.

Woods Roads: include both truck roads and skidder/forwarder roads. Truck roads shall be unpaved roads constructed of gravel or some other permeable material that are passable by logging trucks and/or tractor trailer trucks used to remove forest products from the Premises in accordance with the provisions of the CR. Truck roads shall have a general travel surface width that is minimized and that in any event does not exceed fifteen (15) feet in width except at turns and corners that exceed 30 degrees and over culverts where additional width may be required but in any event not to exceed twenty (20) feet in width. Skidder/forwarder roads shall be unpaved roads constructed of gravel and/or parent soil materials that are passable by logging machinery such as but not limited to skidders and/or forwarders used to transport forest products to portions of the Premises that are accessible to log trucks and/or tractor trailer trucks. Skidder/forwarder roads shall have a general travel surface that is minimized and in any event does not exceed twelve (12) feet in width except at turns or corners that exceed 30 degrees and over culverts where additional width may be required but in any event not to exceed sixteen (16) feet in width.