



2015 00007461

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Grantor: City of Northampton  
Grantee: Friends of Northampton Recreation, Inc

Affected premises:  
Meadow Street, Florence Village, Northampton  
**Title Reference: Book 10406, Page 229**

**CONSERVATION RESTRICTION**  
**City of Northampton to Friends of Northampton Recreation, Inc.**

**I. GRANT OF CONSERVATION RESTRICTION**

**The City of Northampton**, acting by and through its Mayor and its Recreation Commission, having an address of 210 Main Street, Northampton, MA 01060, their successors and assigns by authority of M.G.L. Chapter 45 Section 14 ("Grantor"), acting pursuant to Sections 31, 32 and 33 of Chapter 184 of the General Laws and consistent with Article 97 of the Articles of Amendment to the Constitution of Massachusetts,

Hereby grants to the **Friends of Northampton Recreation, Inc.**, a not-for-profit corporation, organized and existing pursuant to the provisions of the Massachusetts General Laws for recreation and conservation purposes, with a mailing address of PO Box 60302, Florence, MA 01060, and its successors and permitted assigns ("Grantee"),

**with quitclaim covenants and for no consideration, this restriction in perpetuity and exclusively for conservation and recreation purposes**, the following Conservation Restriction (hereinafter, the "Conservation Restriction") on 24.0± acres of land off Meadow Street, Florence Village, Northampton, Hampshire County, Massachusetts, described as:

"PARCEL F" shown on five-sheet survey entitled "Plan of Land in Northampton, MA, Hampshire Registry, prepared for the Trust for Public Land," prepared by Northeast Survey Consultants, dated November 18, 2010, and recorded at the Hampshire Registry of Deeds in Plan Book 224, Page 49-53, inclusive. (See "CR Parcel F on excerpt attached as Exhibit B.)

For source of Grantors' title, see Hampshire Registry of Deeds at **Book 10406, Page 229**. Conservation Restriction authorized by Northampton City Council Order on September 2, 2010 attached hereto as Exhibit A.

## II. PURPOSES

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the General Laws and otherwise by law. The purpose of this Conservation Restriction (CR) is to assure that the Premises will be maintained in its condition as set forth in baseline documentation, on record in the Northampton Recreation Department, 90 Locust Street, Northampton, MA 01060, in perpetuity for conservation and recreation purposes and to prevent any use or change that would materially impair or interfere with its conservation and preservation values.

These values include the following:

- **Compliance with grant funding:** The project acquisition and site improvements were funded with M.G.L. Chapter 44B Community Preservation Act ("CPA") and the 301 CMR 5.00 Massachusetts Parkland Acquisitions and Renovations for Communities ("PARC") funding and all uses of the site must be consistent with such funding.
- **Comprehensive Open Space Preservation Effort.** The Premises is Florence Fields Recreation Area and is adjacent to the Mill River Greenway and the Mill River Agriculture Preservation Restriction and is part of a comprehensive effort to protect the Mill River floodplain and provide for recreation and conservation.
- **Open Space Preservation.** The protection of the Premises contributes to the preservation of the Mill River floodplain.
- **Water Resources:** The protection of the Premises will preserve a portion of the Mill River floodplain.
- **Public Access for Recreation:** The receipt and protection of the Premises will afford residents of Northampton public access for field recreation, walking, connection to nature, access to water, and other passive recreation purposes.
- **Furthering of Government Policy:** The Premises are a top priority for preservation under the Northampton Open Space, Recreation and Multi-Use Trail Plan to address Northampton recreation needs and the Mill River corridor.
- **Preservation of Flora and Fauna:** The preservation of open fields and recreation fields that allow movement of flora and fauna, consistent with open field recreation uses, in a way that housing or other development would not allow.
- **History:** The Premises have been in continuous farmland and open space since shortly after the founding of Northampton and preservation of the land helps keep that memory alive.

## III. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED USES

### A. Prohibited Acts and Uses

Subject to the exceptions set forth herein, the Grantor will not perform, and will take reasonable actions to prevent others from performing the following acts and uses, which are prohibited, on, above, or below the Premises:

- 1) Constructing, placing or allowing to remain any temporary or permanent building, landing strip, mobile home, swimming pool, asphalt or concrete pavement, sign, fence, billboard or other advertising display, antenna, utility pole, tower, conduit, line or other temporary or permanent structure or facility on, above or under the Premises;
- 2) Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise make topographical changes to the area;
- 3) Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever or the installation of underground storage tanks;
- 4) Cutting, removing or otherwise destroying trees or other vegetation;
- 5) Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, or archaeological conservation;
- 6) Use, parking or storage of vehicles including motorcycles, mopeds, all-terrain vehicles, motorized trail bikes, or any other motorized vehicles on the Premises except for vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) in carrying out their lawful duties and for mobility impaired assistance;
- 7) Activities detrimental to archaeological and historic resources. An activity shall be deemed not to be detrimental to archaeological and historic resources if it is a passive or active recreation facility, or, if any state or federal funds are used, a description of the proposed activity and its location is submitted in writing with a plan of land (or assessors map) and a USGS map with the Premises outlined thereon, to Massachusetts Historical Commission ("MHC") and MHC issues a letter stating that the proposed activity is not within a resource area or is determined to not have an adverse effect on said resources.
- 8) Conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), and no portion of the Premises may be used towards building or development requirements on this or any other parcel;
- 9) Use of the Premises as a site for any sanitary sewage or other wastewater disposal system;
- 10) Any other use of the Premises or activity thereon which is inconsistent with the purpose of this Conservation Restriction or which would materially impair its conservation interests unless necessary in an emergency for the protection of the conservation interests that are the subject of this Conservation Restriction;

## **B. Reserved Rights and Exceptions**

Notwithstanding paragraph A above, the Grantor reserves the right to conduct or permit the following activities and uses on the Premises, but only if such uses and activities do not materially impair the purpose of this Conservation Restriction or other significant conservation interests:

- 1) **Recreational Activities.** Consistent with preservation of floodplain and no net loss of any flood storage areas: passive and active enjoyment of the property, including playing fields, tennis courts, basketball courts, playgrounds, related bathrooms and recreation pavilion and office buildings, picnic and recreation pavilion, score boards, fencing, sidewalks and multi-use trails, related signage, picnic, irrigation and parking facilities, community gardens, and similar outdoor recreation facilities of any kind, but not other indoor recreation facilities.
- 2) **Archaeological Investigations.** The conduct of archaeological activities, following submission of an archaeological field investigation plan to the Grantee and approval from the State Archaeologist of the Massachusetts Historical Commission (or appropriate successor official);
- 3) **Vegetation management.** In accordance with the stated conservation values, the planting of native and non-invasive species, removing of brush, selective pruning, mowing and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve or restore the historic condition of the Premises, including trails, meadows, fields, and wetlands;
- 4) **Non-native or nuisance species.** The removal of non-native, invasive or opportunistic species to promote and improve the stated conservation values, and the control of species in a manner that minimizes damage to surrounding, non-target species, preserves water quality, and reflects the stated conservation values;
- 5) **Motor Vehicles.** Use of motorized vehicles for property maintenance and access to and across parking lots;
- 6) **Permits.** The exercise of any right reserved by Grantor under this Paragraph B shall be in compliance with the then-current Zoning, the Wetlands Protection Act, and all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position of whether such permit should be issued.

## **C. Notice and Approval.**

Whenever notice to or approval by Grantee is required under the provisions of paragraphs A or B, Grantor shall notify Grantee in writing not less than 60 days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this

Conservation Restriction. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within 60 days of receipt of Grantor's request. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not materially impair the purposes of this Conservation Restriction. Failure of Grantee to respond in writing within 60 days shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after 60 days in the notice the requested activity is not prohibited herein and the activity will not materially impair the purposes or conservation values of this Conservation Restriction.

#### **IV. LEGAL REMEDIES OF THE GRANTEE**

##### **A. Legal and Injunctive Relief**

The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to their condition prior to the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction. Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Conservation Restriction.

##### **B. Reimbursement of Costs of Enforcement.**

Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable attorney and survey fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred, **only** to the extent that such violation was caused by the Grantor and not by "Acts Beyond the Grantor's Control" (see Paragraph IV(E) below).

##### **C. Non-Waiver**

Enforcement of the terms of this Conservation Restriction shall be at the discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

##### **D. Disclaimer of Liability**

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

##### **E. Acts Beyond the Grantor's Control**

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. The parties to this Conservation Restriction agree that in the event of damage to the Premises from acts beyond the Grantor's control, that if it is desirable that the Premises be restored, the parties will cooperate in attempting to restore the Premises if feasible.

#### **F. Severability Clause**

If any provision of this Conservation Restriction shall to any extent be held invalid, the remainder shall not be affected.

#### **V. ACCESS and EASEMENT**

The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction. The Grantor also grants to the Grantee, after notice of a violation and failure of the Grantor to cure said violation, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines.

This Conservation Restriction does not grant to the Grantee, to the public, or to any other person or entity any right to enter upon the Premises, except as the right of the public to use the property during daylight hours and subject to use regulations adopted by the City of Northampton Parks and Recreation Department.

Recreational Use Statute: Pursuant to M.G.L. c.21, s.17c, neither the Grantor nor the Grantee is liable to any member of the public for injuries to person or property sustained by such person while on the Property in the absence of willful, wanton, or reckless conduct.

The Grantor acknowledges that the Grantee, when performing monitoring and enforcement work, is acting on behalf of the City for the purpose of the Recreation Use Statute.

The Grantee acknowledges that they are independent agents and the City is not responsible to any injuries to the Grantee as a result of their work.

#### **VI. EXTINGUISHMENT**

A. If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Secretary of Energy and Environmental Affairs. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with paragraph B below, subject, however, to any applicable law which expressly provides for a different



disposition of the proceeds after complying with the terms of any gift, grant, law, or funding requirements, including but limited to the Community Preservation Act and PARC grants, Grantee shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein.

**B. Proceeds.** Grantor and Grantee agree that the donation of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value of this Conservation Restriction.

**C. Grantor/Grantee Cooperation Regarding Public Action.** Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in shares equal to such proportionate value after complying with the terms of any gift, grant, or funding requirements. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds like a continuing trust in a manner consistent with the conservation purposes of this grant.

## **VII. ASSIGNABILITY**

### **A. Running of the Burden**

The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

### **B. Execution of Instruments**

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantor, on behalf of herself and her successors and assigns, appoint the Grantee their attorney-in-fact to execute, acknowledge and deliver any such instruments on her behalf. Without limiting the foregoing, the Grantor and her successors and assigns agree themselves to execute any such instruments upon request.

### **C. Running of the Benefit**

The benefits of this Conservation Restriction shall be run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except in the following instances:

As a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out; and the Assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts. Any assignment will comply with article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

### **VIII. SUBSEQUENT TRANSFERS**

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which it divests himself of any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee within 20 days of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. Any transfer will comply with article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

The Grantor shall not be liable for violations occurring after his or her ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this CR shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

### **IX. ESTOPPEL CERTIFICATES**

Upon request by the Grantor, the Grantee shall, within thirty (30) days, execute and deliver to the Grantor any document, including an estoppels certificate, which certifies the Grantor's compliance with any obligation of the Grantor contained in this Conservation Restriction.

### **X. NON MERGER**

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction to a non-fee owner to ensure that merger does not occur and that this conservation restriction continues to be enforceable by a non-fee owner.

### **XI. AMENDMENT**

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the General laws of Massachusetts. Any amendments to this conservation restriction shall occur only in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs and if applicable, shall comply with the provisions of Art. 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Hampshire Registry of Deeds.



**XII. EFFECTIVE DATE**

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative Approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and it has been recorded in the Hampshire Registry of Deeds. The Grantee shall record this instrument in timely manner in the Hampshire Registry of Deeds.

**XIII. NOTICES**

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor:

Northampton Recreation Commission, c/o Director of Recreation  
90 Locust Street, Northampton, MA 01060

With a copy to:

Office of Planning and Sustainability, c/o Director of Planning and Sustainability  
210 Main Street, Northampton, MA 01060

To Grantee:

Friends of Northampton Recreation, Inc.  
PO Box 60302, Florence, MA 01062

or to such other address as any of the above parties shall designate from time to time by written notice to the other or that is reasonably ascertainable by the parties.

**XIV. GENERAL PROVISIONS****A. Controlling Law**

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

**B. Liberal Construction**

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purposes of Massachusetts General Laws Chapter 184, Sections 31-33. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

**C. Entire Agreement**

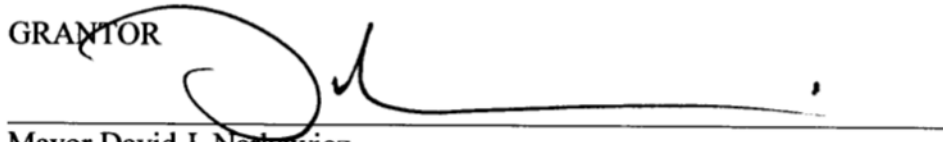
This instrument sets forth the entire agreement of the parties with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Restriction, all of which are merged herein.

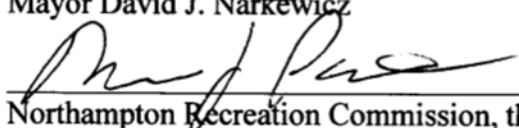
**XV. MISCELLANEOUS**

**Pre-existing Public Rights.** Approval of this Conservation Restriction pursuant to M.G.L. Chapter 184, Section 32 by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

In Witness Whereof, this 19<sup>th</sup> day of ~~October~~ <sup>February 2015</sup> 2014.

GRANTOR

  
Mayor David J. Narkewicz

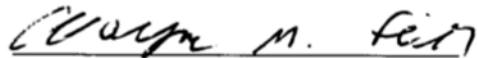
  
Northampton Recreation Commission, through its Chair, Thomas Parent

**COMMONWEALTH OF MASSACHUSETTS**

Hampshire, ss.

On this 19 day of ~~October~~ <sup>February 2015</sup> 2014, before me, the undersigned notary public, personally appeared Mayor David J. Narkewicz, proved to me through satisfactory evidence of identification which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that they signed it and voluntarily for its stated purpose.



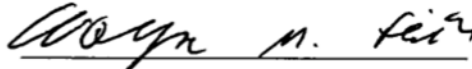


Wayne M. Feiden, Notary Public  
My commission expires: 10/14/2016

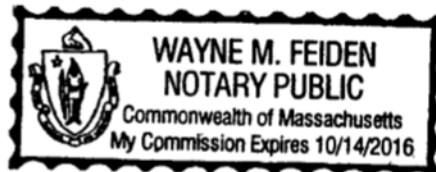
**COMMONWEALTH OF MASSACHUSETTS**

Hampshire, ss.

On this 9<sup>th</sup> day of October, 2014, before me, the undersigned notary public, personally appeared Thomas Parent, proved to me through satisfactory evidence of identification which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that they signed it and voluntarily for its stated purpose.



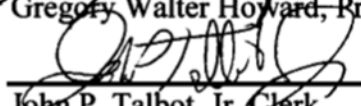
Wayne M. Feiden, Notary Public  
My commission expires: 10/14/2016



**Approval by Friends of Northampton Recreation, Inc**

**Grantee voted to accept this Conservation Restriction in accordance**

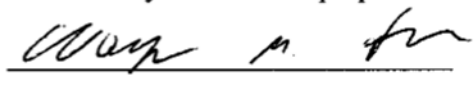
  
\_\_\_\_\_  
Gregory Walter Howard, President

  
\_\_\_\_\_  
John P. Talbot, Jr, Clerk

**COMMONWEALTH OF MASSACHUSETTS**

Hampshire, ss.

On this 9<sup>th</sup> day of October 2014, before me, the undersigned notary public, personally appeared Gregory Walter Howard and John P. Talbot, Jr., 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 and voluntarily for its stated purpose.


  
\_\_\_\_\_  
Wayne M. Feiden, Notary Public  
My commission expires: 10/14/2016

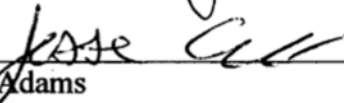


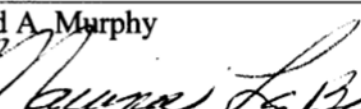
### Approval by Northampton City Council

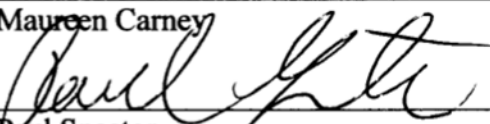
We, the undersigned, being a majority of the City Council of the City of Northampton, Massachusetts, hereby certify that at a meeting duly held on September 2, 2010, the City Council voted to approve the foregoing Conservation Restriction from the City of Northampton, acting through its Recreation Commission and its Mayor, to the Friends of Northampton Recreation, Inc, pursuant to M.G.L. Ch. 5, Section 14 and M.G.L. Ch. 184, Section 32.

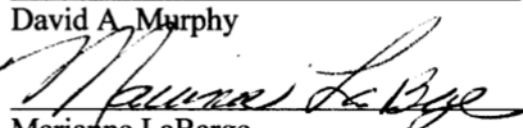
  
William Dwight

  
Gina-Louise Sciarra

  
Jessie Adams

  
David A. Murphy

  
Maureen Carney

  
Marianne LaBarge

  
Paul Spector

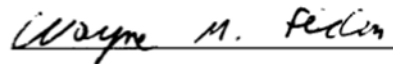
  
Alisa Klein

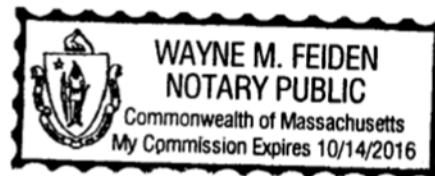
  
Ryan O'Donnell

### COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss.

On this 19<sup>th</sup> day of February, 2015, before me, the undersigned notary public, personally appeared William Dwight, Gina-Louise Sciarra, Jessie Adams, ~~David A. Murphy~~, ~~Maureen Carney~~, Marianne LaBarge, Paul Spector, ~~Alisa Klein~~, and Ryan O'Donnell, 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 and voluntarily for its stated purpose.

  
Wayne M. Feiden, Notary Public  
My commission expires: 10/14/2016



**APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS  
COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of the Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction and Easement from the City of Northampton, acting through its Recreation Commission and Mayor, to the Friends of Northampton Recreation, Inc. has been approved in the public interest pursuant to M.G.L. Ch. 184, Section 32.

Date: 4/24, 2015

*Matthew Beaton*  
Secretary of Energy and Environmental Affairs

**COMMONWEALTH OF MASSACHUSETTS**

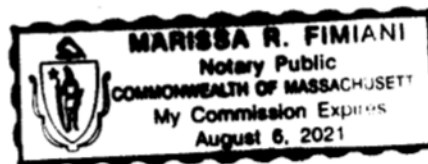
*Suffolk*, ss.

On this 24<sup>th</sup> day of April, 2015, before me, the undersigned notary public, personally appeared Matthew Beaton, proved to me through satisfactory evidence of identification which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it in his/her stated capacity, duly authorized, and voluntarily, for its stated purpose.

*Marissa Fimiani*

Notary Public

My commission expires: 08/06/2021



**Exhibit A**  
**City Council Authority to Grant Conservation Restriction**

**CITY OF NORTHAMPTON**

MASSACHUSETTS

*In City Council,* ..... August 19, 2010 .....

Upon the recommendation of Planning and Development, Recreation Department, and City  
 Councilor Gene Tacy  
*Ordered, that*

WHEREAS, On March 4, 2010 City Council approved the preservation of the Bean and Allard properties for recreation, conservation, and agricultural purposes; and

WHEREAS, The project includes acquiring  
 24.4± acres for recreation; and

WHEREAS, The March 4, 2010 Order  
 remains in effect but to be  
 eligible for a Massachusetts  
 PARC grant for recreation, City  
 Council must approve an Order  
 specific to the recreation aspect of the project;



**NOW, THEREFORE BE IT ORDERED,**

That City Council appropriates and authorizes the City Treasurer, with the approval of the Mayor, to borrow \$757,576, over 15 years, under M.G.L. c.44B, §11, M.G.L. c.44 §8C, or any other enabling authority, for the purpose of purchasing and improving for public parks and playgrounds purposes, a certain property together with buildings thereon consisting of 24.4± acres on the northerly side of Meadow Street essentially as shown on a plan of land entitled "Plan of Land in Northampton, MA, Hampshire Registry, Prepared for City of Northampton" and signed on 7/2/2010 by Daniel F. Stasz, RLS, Northeast Survey Consultants, subject to final minor revisions to the plan;

That said land be conveyed to the City of Northampton under the provisions of M.G.L. c.45, §14, and as it may hereafter be amended and other Massachusetts statutes relating to public parks and playgrounds, to be managed and controlled by the Northampton Recreation Commission, and the said Recreation Commission be authorized to file on behalf of the City of Northampton any and all applications deemed necessary for grants and /or reimbursements from the Commonwealth of Massachusetts deemed necessary under the PARC Act (Chapter 933 Acts of 1977, as amended) and/or any others in any way connected with the scope of this Article, and the Northampton Recreation Commission be authorized to enter into all agreements and execute any and all instruments as may be necessary on behalf of the City of Northampton to affect said purchase.

In City Council, August 19, 2010  
 Passed First Reading on a Voice Vote of 8 Yes, 0 No, 1 Absent  
 (Councilor Schwartz absent)

Attest: Mary T. Indura Clerk of Council

In City Council, September 2, 2010  
 Passed Second Reading on a Voice Vote of 8 Yes, 0 No, 1 Absent  
 (Councilor Specter absent)

Attest: Mary T. Indura Clerk of Council

Approved: Mary Clare Higgins, Mayor

Rules suspended, passed two readings and enrolled.

I hereby certify that the above order passed the Northampton City Council,  
 September 2, 2010 on a Voice Vote of 8 Yes, 0 No, 1 Absent  
 (Councilor Specter absent)

Her Honor Mayor Mary Clare Higgins approved the order on September 2, 2010.

Attest: Mary T. Indura Clerk of Council







PLAN OF LAND IN  
NORTHAMPTON, MA  
HAMPSHIRE REGISTRY  
PREPARED FOR  
THE TRUST FOR PUBLIC LAND

SURVEYOR:	DFS	ENGINEER:	-
DRAFTING:	BCF	DESIGN:	-
FIELD WORK:	DB/BF/NA	HORIZ. SCALE:	1" = 50'
PROJECT NUMBER:	10-108	VERT. SCALE:	
DRAWING NAME:	1010R.DWG	DATE:	10-18-2010

APPROVAL  
NOT  
REQUIRED



**NORTHEAST  
SURVEY  
CONSULTANTS**

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