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CONSERVATION RESTRICTION

to the

CITY OF NORTH ADAMS
CONSERVATION COMMISSION

from

DAVID A. and KAREN M. BOND

THIS GRANT DEED OF EASEMENT is made this 6 day of
MAY, 2008 by DAVID A. BOND and KAREN M. BOND, of 61 Marion
Avenue, North Adams, Massachusetts 01247, their successors and assigns
(collectively, the "Grantor"), in favor of the Inhabitants of the CITY
OF NORTH ADAMS, a municipal corporation located in the County of
Berkshire, Commonwealth of Massachusetts, acting by and through its
CONSERVATION COMMISSION (the "Commission") and its successors and
permitted assignees ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of certain real
property in the City of North Adams, County of Berkshire, Commonwealth
of Massachusetts, being an 11.214 acre portion of the 28 acre premise
granted to them in perpetuity and for conservation purposes by a deed
dated June 6, 2007 and recorded in the Berkshire Northern District
Registry of Deeds in Book 1294, Page 582, the area being more
particularly described in Exhibit A attached hereto and incorporated
by this reference (the "Area"); and

R R & R: David Bond
P.O. Box 776
North Adams, MA 01247

WHEREAS, Berkshire County in general and the City of North Adams in particular, have in recent years come under increasing development pressure, and such development destroys or otherwise severely impacts the natural resources, scenic beauty, and open character of the premises; and

WHEREAS, the Area possesses significant natural, scenic, and open space values (collectively, "conservation values") of great importance to the Grantor and the inhabitants of the City of North Adams and Berkshire County; and

WHEREAS, the Area is a relatively large natural area which contains a diversity of wildlife habitats and several environmentally sensitive land types, including wetlands and river frontage; and

WHEREAS, the Area consists of open space the preservation of which is in furtherance of the conservation policies of the Conservation Commission of the City of North Adams and the Berkshire Regional Planning Commission; and

WHEREAS, the specific conservation values of the Area are documented in a report on file at the offices of the Conservation Commission of the City of North Adams and with the Secretary of Environmental Affairs incorporated herein by this reference ("Baseline Documentation"), which consists of documentation that the parties agree provides, collectively, an accurate representation of the Area at the time of this grant and which is intended to serve as an objective information baseline for monitoring compliance with the

terms of this grant (Botanical Survey completed by New England Environmental, Inc., dated June 28, 2004, including photographs, plant lists and plan with locations sketched); and

WHEREAS, Grantor intends, as owner of the Area, to convey to the Grantee the right to preserve and protect the scenic and conservation values of the Area in perpetuity; and

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the laws of the Commonwealth of Massachusetts and in particular Sections 31-33 of Chapter 184 of the General Laws, the Grantor hereby voluntarily grants and conveys to The Grantee and their successors and permitted assigns, with quitclaim covenants, a Conservation Restriction in perpetuity over the Area of the nature and character and to the extent hereinafter set forth ("Conservation Restriction").

I. PURPOSE. It is the purpose of this Conservation Restriction to assure that the Area will be retained forever predominantly in its natural, scenic, and open condition for conservation purposes and to prevent any use of the Area that will significantly impair or interfere with the conservation and scenic values of the Area and the Area's natural resources and associated ecosystems, and to provide for the protection for the rare, threatened or endangered species found on this property. This grant is intended to be a devise for public and charitable purposes pursuant to the provisions of Massachusetts

General Laws, Chapter 184, Section 23 and shall be construed accordingly.

An extensive population of Hairy-fruited Sedge, *Carex trichocarpa*, identified by the Massachusetts Natural Heritage and Endangered Species Program as a rare, threatened or endangered plant, exist within the Area, a population of Foxtail Sedge, *Carex alopecoidea*, identified as a rare, threatened or endangered plant, is located adjacent to the Area, and Dion Skipper, *Euphyes dion*, identified as a rare, threatened or endangered butterfly has been located within the Area, and thrives on sedge meadows. Preservation of the Area will help to protect these populations of rare species from adverse impacts.

II. PRIOR RIGHT-OF-WAY. This grant may be to subject and subordinate to a certain Electric Utility Right-of-Way for the transmission and distribution of electrical energy which crosses the Area. The Grantors shall not be held liable for maintenance activities performed by the Utility that are not in compliance with this document.

III. RIGHTS OF THE GRANTEE. To accomplish the purpose of this Conservation Restriction the following rights are conveyed to the Commission by this Conservation Restriction:

(a) to prevent any activity on or use of the Area that is inconsistent with the purpose of this Conservation Restriction and to require the restoration of such areas or features of the Area that may

be damaged by an inconsistent activity or use, except as specifically allowed in Section V below; and

(b) to enter upon the Area at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Conservation Restriction; provided that such entry shall be upon prior reasonable notice to Grantor, and the Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Area.

IV. BINDING EFFECT AND PROHIBITED ACTIVITIES. The Grantor covenants that the Premises will at all times be held, used and conveyed subject to and not used in violation of the following restrictions, which shall run with the Premises in perpetuity, as said restrictions may be limited or affected by the provisions of Section V below. Neither the Grantor nor the heirs, devisees, successors, or assigns of the Grantor will perform or permit the following acts or uses on, over or under the Area:

(a) Constructing or placing any building, residential dwelling, mobile home, tennis court, swimming pool, artificial water impoundment, sign, billboard or other advertising display, roadway, asphalt or concrete pavement, antenna, utility pole, tower, conduit or line or any other temporary or permanent structure or facility on or above or below ground of the Area;

(b) Using or occupying any temporary structure, trailer, vehicle, tent, shack or outbuilding as a residence, either permanently or temporarily, on the Area;

(c) Mining, excavating, dredging or removing from the Area soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit, or any alteration of any natural contours or features whatsoever, except as specifically allowed in Section V below;

(d) Placing, filling, storing or dumping on the Area 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;

(e) commercial harvesting of trees and forest products, and the removal, destruction or cutting of trees, shrubs and other vegetation is prohibited, except cutting, mowing, pruning, burning or removal of vegetation consistent with the Conservation and Management Plan prepared for the Area, and as specifically allowed in Section V below;

(f) Parking or maintaining boats, camping trailers, motor homes or unregistered or non-operative motor vehicles on or above the Area;

(g) Using motorized or power-driven vehicles of any kind, including foot powered vehicles such as mountain bikes, including without limitation all terrain and off road vehicles, except vehicles

for public safety or emergency purposes, and except as specifically allowed in Section V below;

(i) Any other use of the Area or activity which would materially impair conservation interests unless such use or activity is necessary for the protection of the conservation interests that are the subject of this Conservation Restriction.

V. RESERVED RIGHTS; ECOLOGICAL MANAGEMENT. The provisions of Section IV notwithstanding, the following rights, uses, and activities by the Grantor and his successors and assigns shall not be prohibited by this Conservation Restriction provided they do not materially impair the Conservation interests and purposes and shall be deemed not inconsistent with the purpose of this Conservation Restriction:

(a) The right to engage in all acts or uses not expressly prohibited herein;

(b) In accordance with a plan approved in writing by the Massachusetts Natural Heritage and Endangered Species Program ("NHESP"), or its successors or assigns, with copies of said plan and approval provided to the Grantee, the right to mow, use, maintain and mark an unpaved trail for pedestrian use, skiing, nature study and other non-motorized passive recreation, no wider than 4 feet; the Grantor understands that the approval of use of such trail is conditional from the Massachusetts Natural Heritage and Endangered Species Program and will be reviewed on a yearly basis for the first

five years based on an assessment of the impacts on the native plant community through which such trail runs;

(c) In accordance with a Conservation and Management Plan approved in writing by NHESP, or its successors or assigns, with copies of said plan and approval provided to the Grantee, the right to cut or mow grasses and other vegetation after August 1 of each year, and that such cutting or mowing of existing open grassland in the Area will occur at least every other year;

(d) Any other dispersed outdoor recreational activities, including hunting or fishing, are not inconsistent with the purpose of this Conservation Restriction;

(e) Operation of snowmobiles with snow cover of four (4) inches or more is not inconsistent with the protection of the conservation values for this Area;

(f) Construction of a 7,280 square foot wetland replication area and a 13,314 square feet Flood Compensation Area portions of which lie within the Area which will include removal and excavation of soil and alteration of the topography to create appropriate elevations, and which will ultimately result in increased habitat for rare, endangered or threatened species on the Area and will provide for increased protection of the Area Conservation Values; and

(g) Control of exotic invasive species is not considered inconsistent with the protection of the conservation values for this Area; any means selected for control other than hand-pulling must be

approved by the grantor, grantee and NHESP or their successors or assigns; and

(h) Erection of signs by the Grantor or Grantee identifying the Grantee as holder of the restriction and to educate the public about the conservation values protected and any limitations relating to public access is allowed under this Conservation Restriction, and

(i) Subdivision of the Premises in which case the Grantor shall make reference to this restriction in the conveyance. No portion of the Area included in this Conservation Restriction may be used towards building requirements on this or any other parcel.

VI. LEGAL REMEDIES OF THE GRANTEE.

(a) Legal and Injunctive Relief. The rights hereby granted shall include the Grantee's right and NHESP's right to enter the Area at reasonable times and in a reasonable manner with prior notification of the property owner for the purpose of inspecting same to determine compliance herewith, and 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 Property to its condition at the time of this grant (it being agreed that the Grantee will have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee and NHESP. The Grantee shall further have the right to post a reasonable number of regulatory signs on the Area for the purpose of

identifying itself as the holder of this Conservation Restriction and enforcing the terms of same.

(b) Reimbursement of Costs of Enforcement. Any cost incurred by the Grantee or NHESP in enforcing the terms of this Conservation Restriction against Grantor, and thereafter the successors and assigns of the Grantor, including, without limitation, costs of suits and attorneys' fees, and any costs or restoration necessitated by Grantor's violation of the terms of this Conservation Restriction, shall be borne by Grantor.

(c) Discretion. Enforcement of the terms of this Conservation Restriction shall be at the discretion of the Grantee or NHESP or both, and any forbearance by the Grantee or NHESP to exercise its rights under this Conservation Restriction in the event of any breach of any term of this Conservation Restriction by Grantor shall not be deemed or construed to be a waiver by the Grantee or NHESP of such term or of any subsequent breach of the same or any other term of this Conservation Restriction or of any of the Grantee's or NHESP's rights under this Conservation Restriction. No delay or omission by the Grantee or NHESP in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

(d) Acts Beyond Grantor's Control. Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee or NHESP to bring any action against Grantor for any injury to

or change in the Area resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm or earth movement.

(e) Grantee Disclaimer of Liability. By its acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises.

VII. ACCESS. The Conservation Restriction hereby conveyed does not grant to the Grantee, to the general public, or to any other person any right to enter upon the Premises except there is granted to the Grantee and NHESP and their representatives the right to enter the Premises at reasonable times and in a reasonable manner for the purpose of inspecting the same to determine compliance herewith.

VIII. COSTS, LIABILITIES AND TAXES. Grantor and Grantor's successors and assigns retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Area, including the maintenance of general liability insurance coverage. Grantor shall keep the Area free of any liens arising out of any work performed for, materials furnished to or obligations incurred by Grantor. Grantor and Grantor's successors and assigns shall pay before delinquency all taxes, assessments, fees and charges of whatever description levied on or assessed against the Area by competent authority (collectively "taxes"), and shall furnish the Grantee with satisfactory evidence of such payment upon request.

IX. AMENDMENT. If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, the Grantor, the Grantee, and NHESP 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 the 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, and any amendment shall be consistent with the purpose of this Conservation Restriction, shall not materially impair its conservation values, and shall not affect its perpetual duration. Any such amendment shall be approved by the parties herein and recorded in the official records of Berkshire County, Massachusetts. Any such amendment shall be approved by the Massachusetts Natural Heritage and Endangered Species Program and the Secretary of Environmental Affairs.

X. ASSIGNMENT.

(a) Running of the Burden. The burdens of this Conservation Restriction shall run with the Area in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Area.

(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.

(c) Running of the Benefit. The benefits of this Conservation Restriction shall be in gross and shall not be assignable by the Grantee, except in the following instances

(i) If as a condition of any assignment, the Grantee requires that the purpose of this Conservation Restriction continues to be carried out, and

(ii) if the Assignee, at the time of assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and under Section 32 of Chapter 184 of the General Laws of the Commonwealth of Massachusetts as an eligible donee to receive this Conservation Restriction directly, and

(iii) Only after the Grantee compliance with the provisions of Article 97 of the Amendments to the State Constitution.

XI. TRANSFERS. Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which he divests himself of any interest in all or a portion of the Area, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to the Grantee and NHESP of the transfer of any such interest at least twenty (20) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Conservation Restriction or limit its enforceability in any way.

XII. ESTOPPEL CERTIFICATES: Upon request by the Grantor, the Grantee shall within twenty (20) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor compliance with any obligation of the Grantor contained in this Conservation Restriction.

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 prepaid, addressed as follows:

To Grantor: David A. & Karen M. Bond
61 Marion Avenue
North Adams, Massachusetts 01247

To Grantee: City of North Adams
Conservation Commission
City Hall
10 Main Street
North Adams, MA 01247

To NHESP: Massachusetts Natural Heritage and
Endangered Species Program
Division of Fisheries and Wildlife
Route 135
Westborough, MA 01581

or to such other address as the party from time to time shall designate by written notice to the other.

XIV. EFFECTIVE DATE. This Conservation Restriction shall be effective after it has been approved by the Secretary of the Executive

Office of Environmental Affairs for the State of Massachusetts when the Grantor and the Commission 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 Registry of Deeds.

XV. RECORDATION. The Commission shall record this instrument in timely fashion in the official records of Berkshire County Registry of Deeds and may re-record it at any time as may be required to preserve their rights in this Conservation Restriction.

XVI. 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 affect the purpose of this Conservation Restriction and the policy and purposes of the Commission. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Restriction shall not be affected thereby.

(d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Restriction, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Section VIII.

(e) Successors. The covenants, terms, conditions and restrictions of this Conservation Restriction shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Area.

TO HAVE AND TO HOLD unto the Commission, its successors and assigns forever.

IN WITNESS WHEREOF Grantor and the Commission have set their hands under seal on the day and year first above written.

No documentary stamps are required as this Conservation Restriction is a gift.

GRANTOR

David A. Bond
By: David A. Bond

Karen M. Bond
By: Karen M. Bond

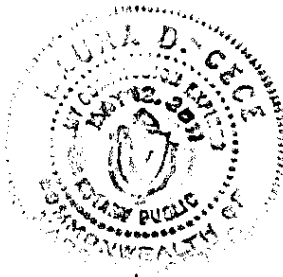
COMMONWEALTH OF MASSACHUSETTS

BERKSHIRE, ss.

May 6, 2008

Then personally appeared before me the above-named persons and proved to me through satisfactory evidence of identification, which was personally known, to be the person whose name is signed on the document and acknowledged to me that he/she signed it voluntarily, for its stated purpose.

Laura D. Cece
Notary Public
My Commission Expires: May 12, 2011



LAURA D. CECE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
May 12, 2011

ACCEPTANCE OF GRANT

The above Conservation Restriction is accepted this 6th day of May, 2008, in accordance with Massachusetts General Laws, Chapter 40, Section 8C.

CONSERVATION COMMISSION
CITY OF NORTH ADAMS

BY: _____

Chairman

BY: _____

BY: _____

BY: _____

BY: _____

COMMONWEALTH OF MASSACHUSETTS

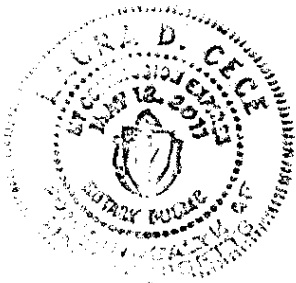
BERKSHIRE, ss.

May 6, 2008

Then personally appeared before me the above-named members of the Conservation Comm. and proved to me through satisfactory evidence of identification, which was personally known, to be the person whose name is signed on the document and acknowledged to me that he/she signed it voluntarily as a member of the Conservation Commission of the City of North Adams, for its stated purpose.

Laura D. Cece

Notary Public

My Commission Expires: May 12, 2011

LAURA D. CECE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
May 12, 2011

END OF DOCUMENT

Northern Berkshire Registry of Deeds

Notes:

1. The conservation restriction area surveyed and shown hereon is a portion of the premises described in a deed to John W. Bond & Gabriella M. Bond as Trustees of Concourse Realty Trust recorded in the Northern Berkshire Registry of Deeds in Bk. 1026 Pg. 790, Dated May 22, 2005.

2. The premises surveyed and shown hereon may be subject to rights and easements as contained in the various deeds of record describing said premises. The location and extent of said rights and easements are not the subject of this survey.

3. This survey attempts to hold the existing line of occupation and suggests that the line shown hereon be the basis of a boundary line agreement. As such some further action by one or both of the parties is required to fix this line.

I certify that this plan has been prepared in conformity with the rules and regulations of the registers of deeds of the Commonwealth of Massachusetts

Professional Land Surveyor Date

I certify that this plan shows the property lines that are the lines of existing ownerships, and the lines of streets and ways shown are those of public or private streets or ways already established, and that that no new lines for the division of existing ownerships or for new ways are shown hereon.

Professional Land Surveyor Date

Legend:

- Computed Point
- Iron Pipe to be set
- Computed Bound Point
- Gravestone M118 Found
- Iron Bar Found
- Utility Pole
- Overhead Wires
- Sign Location
- Excavation Control and Limits of Work
- Extent of Carcinotrichocarpus by New England Environmental



PLAN SHOWING CONSERVATION RESTRICTION AREA IN NORTH ADAMS, MASSACHUSETTS

PREPARED FOR
Trustees of Concourse Realty Trust

BEK LAND SURVEYORS & FORESTERS
ASSOCIATES

550 EAST WINDSOR ROAD
WINDSOR, MA 01270

DATE 2/21/2006 JOB # 02.019 Rev. 1 SCALE 1" = 60'

ROUTE 8
MEMORIAL HIGHWAY
CURRAN

N/F
Pine Cobble Associates, Inc.
Bk 825 Pg 59



Meridian of 1983 Alteration of
Curran Memorial Highway

N/F
Pine Cobble Associates, Inc.
Bk 825 Pg 59

N/F
Inhabitants of Adams
Bk 113 Pg 09
Now
City of North Adams
Southview Cemetery
Formerly
City Farm

N/F
Other land of
Concourse Realty Trust
Bk 1026 Pg 790

