

Grantor: City of Westfield
Grantee: Massachusetts Audubon Society
Affected premises: Northwest Road
Westfield, Massachusetts
Assessors Map 21R, Parcels 8, 9, 10
For title see: Hampden County Registry of Deeds, Book 20413, Page 191

GRANT OF CONSERVATION RESTRICTION
TO
MASSACHUSETTS AUDUBON SOCIETY

Pitoniak Property, Westfield, Massachusetts

The City of Westfield, with an address of 59 Court Street, Westfield, Massachusetts 01085, being the sole owner of the granted premises and intending hereby to bind itself and its successors and assigns, acting by and through its Conservation Commission, (hereinafter referred to collectively as the "Grantor"), acting pursuant to Sections 31, 32 and 33 of Chapter 184 of the General Laws of Massachusetts, for consideration paid, hereby grants, with Quitclaim Covenants, to Massachusetts Audubon Society, Inc. (Mass Audubon), a Massachusetts Non-Profit Corporation having its usual place of business at 208 South Great Road, Lincoln, MA, 01773, its successors and permitted assigns (hereinafter referred to as the "Grantees"), in perpetuity and exclusively for conservation purposes, the following Conservation Restriction on the 70.5 +/- acres parcel of land located in the City of Westfield, Hampden County, Massachusetts, known as "Pitoniak Property" (the "Premises"), shown on a plan entitled "Plan of Land In Westfield, Massachusetts Showing The Land Known As The Pitoniak Property Surveyed and Mapped For The City Of Westfield April 18, 2014", prepared by SALVINI Associates, 72 Mill Street, Westfield, MA 01085, and recorded with the Hampden Registry of Deeds in Plan Book 371, Page 1 included herewith as Exhibit A.

This Grant of Conservation Restriction is required by the Community Preservation Act pursuant to the Westfield City Council Meeting vote of January 3, 2013 in Exhibit B. For Grantor's title see Hampden Registry of Deeds Book 20413 Page 191.

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 purpose of the Conservation Restriction is to assure that the Premises will be retained in perpetuity predominantly in their natural, scenic and undeveloped condition and for the preservation of its historic landscape, and to prevent any use of the Premises that would significantly impair or interfere with the conservation and historic values of the Premises ("conservation values").

The conservation values include the following:

- A. Protection of Open Space and Scenic Resources. The Premises are located within the 1992 Massachusetts Landscape Inventory Report of significant scenic and cultural landscapes, and is listed as being important for its natural, scenic, and historic features. Protection of the Premises will preserve the scenic character and scenic views of this open and aesthetically important landscape in the City of Westfield.
- B. Water Quality Protection. The City of Westfield's municipal wells and the Zone II Recharge area are near to the Premises at lower elevations. Thus, protection of the Premises will also protect the City's drinking water supply.
- C. Protection of Wildlife Habitats. Portions of the Premises lie within an area that has been mapped as BioMap2 Critical Natural Landscape and Landscape Blocks, and Priority Habitats of Rare Species and Estimated Habitats of Rare Wildlife by the Massachusetts Natural Heritage and Endangered Species Program (NHESP). Protection of the Premises will help protect and support rare species located on and surrounding the Premises and the habitats that they need to survive.

Portions of the Premises lie with an area mapped as Prime Forest and Forest of Statewide importance. Protection of the Premises will help to protect a healthy forest for habitat, forestry, carbon absorption and water supply protection.

- D. Protection of Recreational Resources. Conservation of the Premises will preserve the public's use and enjoyment of the Premises for passive recreation, including trail-based and wilderness activities, education and nature study. The existing field can serve as a trailhead for parking as well as a picnic area.
- E. Furtherance of Government Policy, Westfield. Protection of the Premises is consistent with the City of Westfield's most recently completed Open Space and Recreation Plan and will expand a contiguous area of protected open space.
- F. Furtherance of Government Policy, Massachusetts. Protection of the Premises is in furtherance of the policy of the Commonwealth of Massachusetts' mandate to protect conservation land under Article 97 of the Massachusetts Constitution, consistent with the Community Preservation Act requirements and funding appropriated by City Council vote for the land purchase.

This Conservation Restriction will provide permanent protection of the conservation and historic values of the Premises. The conservation values of the Premises and the public benefits of this Conservation Restriction are described in more detail in a Baseline Documentation Report to be kept on file at the offices of the Grantor and Grantees and incorporated herein by this reference.

II. Prohibited Acts and Uses, Exceptions Thereto, and Permitted Uses

A. Prohibited Acts and Uses

Subject to the exceptions set forth herein, the Grantor will neither perform nor allow others to perform the following acts and uses which are prohibited in, on, above and below the Premises:

1. Constructing, placing or allowing to remain any temporary or permanent building, structure, facility, or improvement including but not limited to tennis court, landing strip or pad, greenhouse, mobile home, swimming pool, skating rink, fences, asphalt concrete or other forms of impervious pavement, billboard or other advertising display, antenna or dish, utility pole, tower, conduit, line, storage tanks, water supply lines, pumps, or other temporary or permanent structure or facility or improvement on, above or under the Premises;
2. Mining, excavating, dredging, cutting, destroying, 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, yard wastes such as lawn clippings, leaves, branches (other than those naturally deposited in the area), 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, shrubs, grasses or other vegetation, except for cutting and harvesting associated with haying activities upon the existing field. Grantor may work with their farmer to schedule any cutting and harvesting of hay after grassland birds complete their nesting cycle;
5. Subdivision or 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;
6. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, archaeological conservation, plants, or wildlife habitat;
7. Using the Premises for residential, commercial, business or industrial purposes;
8. Except vehicles necessary for emergencies, maintenance or the disabled, the use, parking or storage of motorized vehicles including motorcycles, mopeds, all-terrain vehicles, trucks, tractors, mowers, motorized farm equipment, tillers, recreational vehicles, trail bikes or snowmobiles;
9. Using herbicides and pesticides, or using other chemical or mechanical means that may have an adverse impact upon the plant life or wildlife within the restricted area, except as may be permitted, in writing, by the Grantee for the control of

noxious or invasive species and only if it will not impair the water quality or adjacent vegetation;

10. Hunting and trapping except as may be permitted by the Grantee under special circumstances for ecosystem protection and wildlife management purposes;
11. Conducting any other use of the Premises or activity which, in the reasonable opinion of the Grantee, is or may become inconsistent with the intent and purpose of this Conservation Restriction, that is the preservation and protection of the Premises in their natural and scenic condition, or which would materially impair its conservation and historic interests, unless necessary for the protection of the conservation and historical interests that are the subject of this Restriction.

B. Reserved Rights and Exceptions

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 conservation values or purposes of this Conservation Restriction:

- (1) Permits. The exercise of any right reserved by Grantor under this Paragraph B shall be in compliance with 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 whether such permit should be issued.
- (2) Vegetation Management. In accordance with best management practices, (a) selective pruning and cutting of trees and other vegetation to control or remove hazards, invasive species, or damage caused by disease, insects or fire, or to preserve the present condition of the Premises, including woods roads and trails; (b) following notice to the Grantees, the cutting of trees for any non-commercial purpose in accordance with a plan, prepared by an appropriate natural resources professional and approved by the Grantees, that is designed to protect the conservation values of the Premises, including without limitation, wildlife habitat, water quality and scenic values. (c) mowing the fields every 1 to 3 years using methods that protect and promote the viability of wildlife habitat.
- (3) Signs. The erection, maintenance and replacement of signs by the Grantor with respect to ownership, boundaries, regulations governing public use, trails, natural features, flora and fauna, and the protected conservation values.
- (4) Minor Educational and Recreational Structures. The construction, maintenance, repair and replacement of minor structures for use by the public for educational and passive recreational purposes, including but not limited to interpretive signs, exhibits and benches. Said structures shall be designed and located so as not to have a material deleterious impact on the conservation purposes (including scenic values) of this Conservation Restriction.

- (5) Recreational and Educational Activities. Walking, hiking, skiing, bicycling, nature study and other non-motorized outdoor recreational and educational activities that do not materially alter the landscape, nor degrade environmental quality, nor involve commercial recreational use. Nature study and educational activities by Grantor's and Grantees' instructors and their invitees which do not involve commercial use. Parking for recreational and educational activities permitted herein may be allowed within public rights of way, subject to applicable laws and regulations. Grantor may create a small parking area on the Premises, as near to the public right of way as practical, for a maximum of 3 cars.
- (6) Composting. The stockpiling and composting of stumps, tree and brush limbs and similar biodegradable materials originating on the Premises in locations where the presence of such materials will not have a deleterious impact on the purposes (including scenic values) of this Conservation Restriction.
- (7) Trails and stone walls. The construction, maintenance and marking of trails (including bridges and boardwalks) for pedestrian and emergency vehicle use. The maintenance and repair of existing stone walls on the Premises, and the erecting of gates to control unauthorized access to the Premises.
- (8) Wildlife Habitat Management and Improvement. With prior written notice to and approval by Grantees, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species.
- (9) Archaeological Investigations. The conduct of archaeological activities following submission of an archaeological field investigation plan and its approval in writing by the State Archaeologist of the Massachusetts Historical Commission (or appropriate successor official).
- (10) Use of vehicles for land management. The use of tractors, back hoes, brush hogs or other land and forestry management vehicles appropriate for the purpose of maintaining existing trails, fields, conservation values, and topography as necessary for any of the reserved rights herein, in accordance with accepted forestry management practices; carrying out the specifications of a state approved forestry management plan; promoting habitat for indigenous wildlife; or preserving the scenic and cultural landscape;
- (11) Permitted Acts and Uses. All acts and uses not prohibited by subparagraphs A and B, and not otherwise permitted herein, are permissible so long as they do not materially impair the conservation and historic values of this Conservation Restriction and are not expressly prohibited by any management plan which may be in effect for the Premises, provided written approval is obtained from the Grantee.
- (12) Work within the existing W.M.E.C.O. transmission easement, where consistent with its purpose. Activities may include replacement and installation of poles, towers and utility lines as well as customary vegetation management (by others).

C. Notice and Approval.

Whenever notice to or approval by Grantee is required under the provisions of Section II 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 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.

The exercise of any right reserved or permitted by the Grantor under this paragraph C shall be in compliance with the then-current Zoning Ordinance of the City of Westfield, the Wetlands Protection Act (General Laws Chapter 131, Section 40), and all other applicable federal, state and local laws and regulations. The inclusion of any reserved or permitted right in this paragraph C requiring a permit from a public agency does not imply that the Grantees takes any position on whether such permit should be issued.

III. Legal Remedies of the Grantees

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 its condition prior to the occurrence of the violation (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. Notwithstanding the foregoing, prior to exercising the rights hereunder, the Grantees shall first notify the Grantor in writing of any alleged violations and the Grantor shall have ten (10) business days to rectify same ("Cure Period"). Failing the restoration or cessation of the alleged violation within the Cure Period, then the Grantees shall be entitled to seek legal and injunctive relief as noted herein.

Grantees agree to cooperate with Grantor for a reasonable period of time of up to ten (10) additional business days after the expiration of the first ten (10) business days referenced above, which time may be extended by Grantees in their sole discretion, prior to resorting to legal

means in resolving issues concerning violations provided Grantor ceases objectionable actions, provides Grantees with a plan to remedy the violations, and Grantees determine there is no ongoing diminution of the conservation and historic preservation values of the Conservation Restriction.

Grantor covenants and agrees to reimburse to Grantees all reasonable costs and expenses (including reasonable counsel 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 Grantors or determined by a court of competent jurisdiction to have occurred.

In the event of a dispute over the boundaries of this Restriction, Grantor shall be responsible for a survey and placement of boundary markers.

Nothing herein shall preclude the Grantor's and Grantees' right to pursue other parties for damage to the Premises caused by vandalism, trespass, or other violations of this Restriction.

B. Non-Waiver

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

C. Grantees' Disclaimer of Liability

By the Grantees' acceptance of this Conservation Restriction, the Grantees do not undertake any liability or obligation relating to the condition of the Premises not caused by Grantees or its agents.

D. Acts Beyond Grantor's Control

Nothing contained in the Conservation Restriction shall be construed to entitle Grantees to bring any actions against Grantor for any injury to or change in the Premises resulting from causes beyond Grantor's control, including, but not limited to, fire, flood, storm and earth movement, acts of encroachment or vandalism, or from any prudent action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Premises resulting from such causes. As soon as possible thereafter, the Grantor shall notify the Grantees of any action which has been taken. Grantor and Grantees agree that in the event of such an occurrence they will cooperate in restoring the Premises, if desirable and feasible.

IV. Access

The Conservation Restriction hereby conveyed does not grant to Grantees, to the public generally, or to any other person any right to enter upon the Premises except as follows:

- A. Monitoring and Enforcement. The Grantor hereby grants to Grantee, or its duly authorized agents or representatives, the right to enter the Premises at reasonable times and in a reasonable manner, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction. The Grantor also grants to 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.
- B. Nature Study. Grantor hereby grants to Grantees and its representatives the right to enter the Premises, after 30 days' prior written notice, to study, identify and monitor the site's flora and fauna, hydrology and other environmental conditions.
- C. Environmental Education. Grantor hereby grants to Grantees the right to conduct free or fee-based environmental education programs for the public on the Premises, provided, however, that a staff member, instructor, or member of the Board of Directors of the Massachusetts Audubon Society shall accompany each group and that Grantor's permission shall be obtained if the group exceeds 20 persons, and under every circumstance the Grantee shall provide 15 days prior notice and any proof of insurance as necessary.
- D. Public Access. Grantor further grants to Grantees and to the general public the right to enter and/or leave the Premises, to pass and repass on the Premises for purposes of walking and other passive outdoor recreational activities all as set forth in section II.C not involving the use of motorized vehicles and subject to any rules and regulations promulgated by the Grantor regarding public access, which may include the prohibition of public access where necessary to protect public health, safety, welfare or the conservation values of the Premises.

V. Extinguishment

- A. Court Proceedings and Right of Grantees to Recover Portion of Proceeds at Disposition. If circumstances arise in the future that render the purpose of this Conservation Restriction impossible to accomplish, this Conservation Restriction can be terminated or extinguished, whether in whole or in part, only by judicial proceedings in a court of competent jurisdiction. If any occurrence ever gives rise to extinguishment or other release of this Conservation Restriction under applicable law, then Grantees, 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 grant, agreement, or applicable law which expressly provides for a different disposition of proceeds.

- B. Grantees' Receipt of Property Right. Grantors and Grantee agree that the donation of this Conservation Restriction gives rise for purposes of this paragraph to a real property right, immediately vested in Grantee, with a fair market value that is equal to the proportionate value of this Conservation Restriction, determined at the time of the gift, to the value of the unrestricted property at the time. Such proportionate value of the Grantee's property right shall remain constant. Any proceeds will be distributed only after complying with the terms of any gift, grant, or other funding requirements.
- 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 Grantor and Grantees shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by Grantor and Grantees shall first be paid out of any recovered proceeds. The remaining proceeds shall be distributed between Grantor and Grantees in shares equal in proportion to the aforementioned ratio (though if a less-than-fee interest is so taken, the proceeds shall be equitably allocated according to the nature of the interest taken), subject to any grant, agreement, or applicable law.
- D. Continuing Trust of Grantees' Share of Proceeds. Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes of this grant.

VI. 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 while holding any interest in the Premises.

B. Execution of Instruments

The Grantees are authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantor on behalf of the Grantor and the Grantor's successors and assigns appoints Grantees as the Grantor's attorney-in-fact to execute, acknowledge and deliver any such instruments on the Grantor's behalf. Without limiting the foregoing, the Grantor and the Grantor's successors and assigns agree to execute any such instruments upon request.

C. Running of the Benefit

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

1. as a condition of any assignment, Grantees shall require that the purpose of this Conservation Restriction continues to be carried out; and

2. that the Assignee is not an owner of the fee in the Property, 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.
3. Any assignment will comply with article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VII. Subsequent Transfers

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which the Grantor divests any interest in all or a portion of the Premises. The Grantor shall notify the Grantees in writing if the Grantor conveys the Premises or any part thereof or interest therein (including a lease) within 21 days of such transfer. Failure to do so shall not impair the validity or enforceability of this Conservation Restriction.

The Grantor shall not be liable for violations occurring after transfer of its ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Following said 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.

VIII. Estoppel Certificates

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

IX. 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.

X. 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 Hampden County Registry of Deeds.

XI. Effective Date

This Conservation Restriction shall be effective when the Grantor and the Grantees have executed the Conservation Restriction; the administrative approvals, including those required by Section 32 of Chapter 184 of the General Laws, have been obtained; and the Conservation Restriction has been recorded in a timely manner in the Hampden Registry of Deeds.

XII. Notices

Any notice, demand, request, consent, approval, or communication that either the Grantor or the Grantees 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: City of Westfield
c/o Conservation Commission
59 Court Street 3rd floor
Westfield, MA 01085

To Grantees: Massachusetts Audubon Society
Director of Land Conservation
208 South Great Road
Lincoln MA 01733

or such other address as either the Grantor or the Grantees from time to time shall designate by written notice to the other or that which is easily ascertainable.

XIII. 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 effectuate the purpose of this Conservation Restriction and the policy and purpose of Massachusetts General Laws Chapter 184, Sections 31-33. 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 provision of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement

This instrument sets forth the entire agreement between the Grantor and the Grantees 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.

E. Costs and Expenses

The Grantor and its legal representatives, successors and assigns shall retain all of the responsibilities, liabilities and costs related to the ownership, upkeep and maintenance of the Premises, including payment of all real estate taxes, and no Grantee shall assume or incur any thereof.

F. Pre-existing rights of the Public

Approval of this Conservation Restriction pursuant to M.G.L Chapter 184, Section 32 by any municipal officials and by the Secretary of 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. Any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

Attached hereto and incorporated herein are the following:

Signature pages:

Grantor: City of Westfield

Grantee: Massachusetts Audubon Society, Inc.

Approval: Westfield City Council

Approval: Secretary of Energy and Environmental Affairs

Exhibit A: ~~Legal Description of Premises~~ Plan of Land

Exhibit B: ~~Sketch Plan of Premises~~ City Council Vote

APPROVAL AND GRANT BY WESTFIELD CONSERVATION COMMISSION

We, the undersigned, being a majority of the Conservation Commission of the City of Westfield, Hampden County, Massachusetts, hereby certify that the foregoing Conservation Restriction is approved and granted pursuant to G. L. Chapter 40, Section 8C and G. L. Chapter 184, Section 32, at a meeting duly held on March 28, 2017.

WITNESS our hands and seals this 28th day of March, 2017.

WESTFIELD CONSERVATION COMMISSION

David A Doe
David Doe, Chairman

Henry Bannish
Henry Bannish, Vice Chairman

Thomas Sharp
Thomas Sharp

Carl Grobe
Carl Grobe

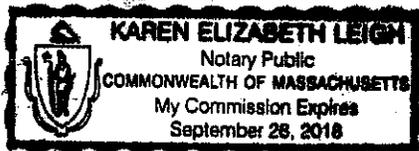
James Phillips
James Phillips

[Signature]

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

On this 28 day of March 2017, before me, the undersigned Notary Public, personally appeared David Doe, Henry Bannish, Thomas Sharp, James Phillips & Carl Grobe, proved to me through satisfactory evidence of identification, which was/were personal knowledge to be the person(s) whose name(s) are signed on the preceding or attached documents, and acknowledged to me that he or she signed it voluntarily for its stated purpose as members of the Westfield Conservation Commission.



Karen Elizabeth Leigh
Notary Public
Name: Karen Elizabeth Leigh
Commission expires:
September 28, 2018

APPROVAL BY WESTFIELD CITY COUNCIL

We, the undersigned, being a majority of the City Council of the City of Westfield, Hampden County, Massachusetts, hereby certify that the foregoing Conservation Restriction is approved and granted pursuant to G. L. Chapter 40, Section 8C and G. L. Chapter 184, Section 32, at a meeting duly held on MARCH 16, 2017.

WITNESS our hands and seals this 7th day of April, 2017.

Brent Bean
Brent Bean, II, President

Andrew K. Surprise

Ralph J. Figy

Stephen E. Dondley

Mary L. O'Connell

William Onyski

[Signature]

Mary Ann Babinski

[Signature]

Cindy C. Harris

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

On this 7th day of April, 2017, before me, the undersigned Notary Public, personally appeared Brent Bean II, Ralph J. Figy, Mary L. O'Connell, Matthew VanHeynigen, Dave Flaherty, Mary Ann Babinski, Cindy C. Harris, Andrew K. Surprise, Stephen E. Dondley, William Onyski,

proved to me through satisfactory evidence of identification, which was/were

Personal Recognition to be the person(s) whose name(s) are signed on the preceding or attached documents, and acknowledged to me that he or she signed it voluntarily for its stated purpose as members of the Westfield City Council.

Kaitlyn Leigh Bruce
Notary Public
Name: Kaitlyn Leigh Bruce
Commission expires: March 11, 2022

ACCEPTANCE OF GRANT BY MASSACHUSETTS AUDUBON SOCIETY

I, Gary R. Clayton, the undersigned, being the President of the Massachusetts Audubon Society, Inc., hereby accept the foregoing Conservation Restriction pursuant to Massachusetts General Laws, Chapter 40, Section 8C, and agree to be bound by its terms and further authorized my execution hereof.

Massachusetts Audubon Society, Inc.
BY: Gary R. Clayton, President

Gary R. Clayton
Duly authorized

COMMONWEALTH OF MASSACHUSETTS

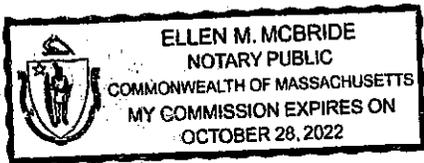
Middlesex, ss.

On this 11 day of APRIL, 2017, before me, the undersigned Notary Public, personally appeared Gary R. Clayton, proved to me through satisfactory evidence of identification, which was/were personally known to be the person(s) whose name(s) is/are signed on the preceding or attached documents, and acknowledged to me that he or she signed it voluntarily for its stated purpose as the President of the Massachusetts Audubon Society.

Ellen McBride
Signature of Notary Public

Ellen McBride
Printed name of Notary Public

10-28-2022
My Commission Expires (date)



(Place Notary seal or stamp above.)

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

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction to the Massachusetts Audubon Society, Inc. has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32. Said approval 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.

Dated: 3/10/17



Matthew A. Beaton
Secretary of Energy and Environmental Affairs

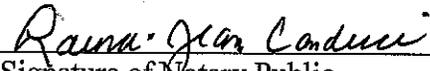
COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 10th day of March, 2016, before me, the undersigned Notary Public, personally appeared Matthew A. Beaton, proved to me through satisfactory evidence of identification, viz., personal knowledge, to be the person whose name is signed on the preceding or attached documents, and acknowledged to me that he signed it voluntarily for its stated purpose as Secretary of Energy and Environmental Affairs for the Commonwealth of Massachusetts.



LAURA-JEAN CANDUCCI
Notary Public
Commonwealth of Massachusetts
My Commission Expires
August 8, 2019



Signature of Notary Public

Laura-Jean Canducci

Printed name of Notary Public

August 8th 2019

My Commission Expires (date)

(Place Notary seal or stamp above.)

EXHIBIT B

CITY COUNCIL VOTE

See Attached:, Westfield City Council Meeting, Date 1-3-13
3-16-17

City Clerk's Office
59 Court Street
Westfield, MA 01085
(413) 572-6235

Memo

To: To Whom It May Concern

From: Karen M. Fanion, City Clerk

Date: May 3, 2017

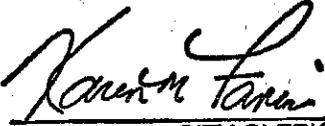
RE: Excerpt from January 3, 2013 Westfield City Council minutes

Upon motion of Councilor Onofrey, for the Finance Committee, it was VOTED: That the sum \$381,500.00 be appropriated from the Community Preservation CPA Reserve for Open Space account number 2410-340100 to the CPA Open Space Pitoniak Property account number 24101770-581000-5010 for the purpose of acquiring the Pitoniak Property on Northwest Road.

The vote on the foregoing was as follows:

Ann Callahan	Yes
Christopher Crean	Yes
Dave Flaherty	Yes
Kevin Harraghy	Yes
Christopher Keefe	Yes
Mary O'Connell	Yes
Richard Onofrey, Jr.	Yes
Brian Sullivan	Yes
Agma Sweeney	Yes
James Adams	Absent
Brent Bean II	Yes
John Beltrandi III	Yes

TRUE COPY ATTEST


CITY CLERK

Excerpt 3/16/17 City Council meeting:

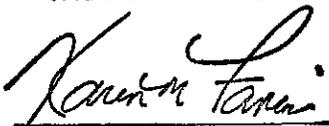
Upon motion of Councilor O'Connell, it was VOTED: Under immediate consideration, that Grant of Conservation Restriction for the Pitoniak Property on North West Road for open space purposes to Massachusetts Audubon Society submitted by the Community Preservation Administer Jay Vinskey be APPROVED.

The vote on the foregoing was as follows:

Dave Flaherty	Yes
Cindy Harris	Yes
Mary O'Connell	Yes
William Onyski	Yes
Robert Paul, Sr.	Yes
Andrew Surprise	Yes
Matthew VanHeynigen	Absent
Dan Allie	Absent
Mary Ann Babinski	Yes
Brent Bean II	Yes
John Beltrandi III	Yes
Steve Dondley	Yes
Ralph Figy	Yes

Prior to the vote, Councilor O'Connell informed the Council that this project has been worked on for many years and it's mandatory that a third party manage it. There is no need for extra funding.

TRUE COPY ATTEST


CITY CLERK

DONALD E. ASHE, REGISTER.
HAMPDEN COUNTY REGISTRY OF DEEDS
WESTFIELD, SATELLITE OFFICE