

**THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF FISH AND GAME**

CONSENSUAL ORDER OF TAKING

OF

CONSERVATION EASEMENT A/K/A CONSERVATION RESTRICTION

Draft 4/06/06

The Commonwealth of Massachusetts, acting by and through its Department of Fish and Game under the power and authority conferred thereon by Section 15 of Chapter 15 of the Acts of 1996, Sections 2(26) and 8 of Chapter 21A, Chapter 79, and Sections 30, 31, and 32 of Chapter 184 of the Massachusetts General Laws, as amended, acts in amendment thereof or in addition thereto, and any and every other power and authority to it granted or implied and for the purposes of said acts and of acquiring in perpetuity land and interests in land for fish and wildlife conservation, natural habitat protection, and associated public recreation consistent with and subject to the purposes and protections of Article 97 of the Amendments to the Constitution of The Commonwealth of Massachusetts, does hereby take in perpetuity a conservation easement a/k/a conservation restriction (hereinafter the “Conservation Restriction”) on land currently owned by Old Sturbridge, Inc. of 1 Old Sturbridge Road, Sturbridge, MA and located in Sturbridge, Worcester County, Massachusetts as more fully described in Exhibit A attached hereto and incorporated herein by this reference (hereinafter the “Premises”).

MEANING AND INTENDING to take and hereby taking a conservation easement a/k/a conservation restriction in perpetuity in, on, and to the Premises described in Exhibit A, howsoever said Premises are bounded and described, for the purposes described herein, including the purposes of and subject to the provisions of Article 97 of the Amendments to the Massachusetts Constitution, and including for the purposes above-stated all such rights, including easements, privileges, and appurtenances of every name and nature, as may be necessary to give full force, virtue, and effect in

perpetuity to the restrictions on the use of said Premises, the rights taken by the Commonwealth as set forth in the following provisions, and the purposes and protections of Article 97 of the Amendments to the Massachusetts Constitution.

The terms, conditions and restrictions of this Consensual Order of Taking of Conservation Easement a/k/a Conservation Restriction shall be binding upon and inure to The Commonwealth of Massachusetts, acting by and through its Department of Fish and Game (hereinafter "The Commonwealth"), and Old Sturbridge, Inc. (hereinafter the "Owner"), and their respective successors and assigns.

The terms and conditions of the Conservation Restriction taken pursuant to this Consensual Order of Taking are as follows:

I. 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 purposes of this Conservation Restriction are to assure that, while permitting the permitted acts and uses described in Section III herein, the Premises will be subject to the prohibitions described in Section II hereof so that the Premises are retained in perpetuity predominantly in its natural, scenic, and open condition for fish and wildlife conservation, natural habitat protection, associated passive public recreation and other conservation uses consistent with the spirit and intent of Article 97 of the Amendments to the Constitution of The Commonwealth of Massachusetts, to prevent any use of the Premises that will significantly impair or interfere with the conservation values thereof, and to allow public access for the enjoyment of the wildlife and open space resources of the Premises as specifically provided for herein.

The conservation and permanent protection of the Premises will yield a significant public

benefit for the following reasons:

(1) The Premises consist of approximately 843 acres of land in Sturbridge that contain a mixed northern hardwood-hemlock-white pine forest dominated by hardwood species such as sugar and red maple, red and black oak, white ash, hickory, and yellow birch. Hemlock is abundant on the slopes and in hemlock-hardwood swamps.

The topography is a diverse geology containing a mixture of bedrock ridges interspersed with valleys containing wetlands, intermittent streams, and sphagnum swales which support a significant diversity of natural communities and habitats for native species. Several ridges contain chestnut oak forest/woodland communities as defined in the Massachusetts Classification of Natural Communities.

The Premises contain a diversity of wetland types, including sphagnum swales with high-bush blueberry shrubs, rocky and muddy stream channels and adjacent riparian zones, red maple swamps, shrub swamps, enriched riparian areas, hemlock-hardwood swamps, and vernal pools.

The northern hardwood-hemlock-white pine forest and the shrub swamp community are BioMap Core Habitat, while the rest of the Premises are classified as BioMap Supporting Landscape and Living Waters Critical Supporting Landscape as determined by the Commonwealth's Natural Heritage and Endangered Species Program.

(2) The Premises provide a large, relatively undeveloped, and unfragmented forest habitat containing wetlands and rock outcrops that contain many native wildlife and plant communities and species. The upland forest consists of mixed hardwoods and conifers interspersed with wooded swamps and areas of open marsh that are habitat for whitetail deer, wild turkey, black bear, snowshoe hare, ruffed grouse, songbirds, amphibians, and many other native species. The preservation of the forest and associated wetlands and streams on the Premises will protect this

wildlife and fisheries habitat.

(3) The 843-acre Premises are adjacent to or close by a large amount of protected conservation land, including 258 acres of conservation land owned the Town of Sturbridge, the 60-acre Tantiusques Reservation owned by The Trustees of Reservations, and both the 640-acre Leadmine Wildlife Management Area and the 1,409-acre Breakneck Brook Wildlife Management Area owned by the Commonwealth. The permanent protection of the Premises will add another 843 acres of undeveloped native wooded upland and wetland to this conservation area.

(4) These 843 acres of conservation land are an important public resource in an area where residential development is rapidly consuming the remaining open spaces. The preservation of the Premises, by reducing or prohibiting alterations to the natural character thereof, will further protect and enhance the area's scenic and open space attributes and the passive recreational, human enjoyment, and ecological value of this conservation open space.

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

II. Prohibited Acts and Uses

In order to carry out the purposes set forth in Section I above, the Premises will at all times be held, used, and conveyed subject to the following restrictions, and Owner and Owner's successors and

assigns will not perform or permit the following acts or uses on, over, or under the Premises:

(1) Constructing or placing of any dwelling, building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, parking area, sign, billboard or other advertising display, utility pole or tower, conduit, line, fence, barrier, wall, septic system, or any other temporary or permanent structure or facility on, above or under the Premises except as permitted under this document.

(2) Mining, excavating, dredging or removing from the Premises soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposits.

(3) Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, or any other substance or material whatsoever, including but not limited to the installation of underground storage tanks. In the event such unauthorized placing, filling, storing or dumping occurs, Owner will make reasonable efforts to remediate the site in a manner consistent with the conservation values of the Premises.

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

(5) The use of automobiles, trucks, motorcycles, motorized trail bikes, all-terrain vehicles, and snowmobiles, or any other motorized vehicles except as permitted under Section III and IV.

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

(7) Commercial or industrial use of any kind or any institutional use inconsistent with the purposes of this Conservation Restriction.

(8) The storage of pesticides, herbicides, insecticides, fungicides, or other chemicals or materials except as may be approved in writing by The Commonwealth.

(9) The application of pesticides, herbicides, insecticides, fungicides, or other chemicals on the Premises except by licensed applicators in strict compliance with all existing state and federal laws and regulations, including but not limited to those administered by the Pesticide Bureau of the Massachusetts Department of Food & Agriculture and after written notice provided to The Commonwealth at least 5 days prior to application.

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

(11) Conveyance of a part or portion of the Premises alone (as compared to conveyance of the Premises in its entirety which shall be permitted), or division or subdivision of the Premises, without the prior written consent of The Commonwealth.

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

(13) The installation and maintenance of groundwater extraction wells and associated equipment and pipelines and similar equipment for use in extracting groundwater, collecting surface

water, and/or transporting said water for sale or use off the Premises.

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

III. Permitted Acts and Uses

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

(1) Maintenance of existing wood roads, bridges, culverts, fences, gates, and stonewalls, and the construction of gates and installation of stone barriers thereon, subject to the Forest Management Standards set forth in Exhibit B attached, and the periodic use following written notification to the Commonwealth of motorized vehicles if and as necessary for said maintenance and construction.

The relocation of wood roads existing on the date this Conservation Restriction is signed and the construction of new wood roads and stone barriers are permitted if and as authorized in an approved Forest Management Plan pursuant to subsection (4) below.

The construction and maintenance of one or more parking areas is permitted with the approval of the Commonwealth.

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

(3) The construction, maintenance, and repair of non-paved hiking trails and paths, subject to

the Forest Management Standards in Exhibit B attached hereto, the marking and identifying thereof with signs, and the use of said trails and paths for the above permitted recreational activities, and the periodic use following written notification to The Commonwealth of motorized vehicles if and as necessary for the purpose of maintaining such trails.

(4) The commercial cultivation and harvest of forest products in accordance with Massachusetts forest management and conservation regulations as may be promulgated from time to time and as authorized by a Chapter 132 Forest Cutting Plan approved by a State Forester and The Commonwealth. All forest cultivation and harvest activities shall be carried out in accordance with a) all required best management practices and recommended guidelines in the Massachusetts Forestry Best Management Practices Manual (Kittredge & Parker, 1996) and subsequent versions if approved by The Commonwealth, and b) the Forest Management Standards described in Exhibit B attached.

Within 3 years of the date this Conservation Restriction is recorded in the Worcester District Registry of Deeds and before any harvest of forest products occurs on the Premises, Owner shall prepare a Forest Management Plan such as a Chapter 61 Forestry Plan and/or a Forest Stewardship Plan covering a period of at least 10 years, which Plan shall a) be authored by a Certified Forester certified through the Society of American Foresters or a Massachusetts Forester licensed through the Massachusetts Department of Conservation and Recreation, b) incorporate and apply the required best management practices and recommended guidelines in the Massachusetts Forestry Best Management Practices Manual (Kittredge & Parker, 1996 and subsequent versions as approved by The Commonwealth) and in the Forest Management Standards described in Exhibit B attached, and c) describe the design, location, and details of construction of any proposed relocation or construction of improvements referenced in Section III(1). Owner shall update said Plan every ten years thereafter.

Promptly upon completion of the initial or an updated Forest Management Plan, Owner shall submit a copy thereof to The Commonwealth for review by a Division of Fisheries & Wildlife Forester and by the Natural Heritage & Endangered Species Program. The Commonwealth shall within 20 business days of submittal review the Forest Management Plan and/or any revisions thereof for compliance with the purposes of this Conservation Restriction and the required best management practices and recommended guidelines of the Massachusetts Forestry Best Management Practices Manual (Kittredge & Parker, 1996) and subsequent versions if approved by The Commonwealth, and the Forest Management Standards described in Exhibit B attached, and said Plan shall be subject to Commonwealth approval for compliance with all terms of this Conservation Restriction, said approval not to be unreasonably withheld. Owner shall conduct only those activities consistent with and authorized by the Forest Management Plan.

Any Forest Cutting Plan must be submitted to a) the State Forester in conformance with Chapter 132, and b) The Commonwealth for review by a Division of Fisheries & Wildlife Forester and the Natural Heritage & Endangered Species Program at least 20 business days prior to any forestry activities being carried out on the Premises. The Commonwealth shall within 20 business days of submittal review the Forest Cutting Plan for compliance with the purposes of this Conservation Restriction, the Forest Management Plan described above, and the required best management practices and recommended guidelines of the Massachusetts Forestry Best Management Practices Manual (Kittredge & Parker, 1996) and subsequent versions if approved by The Commonwealth and the Forest Management Standards described in Exhibit B attached, and said Plan shall be subject to Commonwealth approval for compliance with all terms of this Conservation Restriction, said approval not to be unreasonably withheld. Owner shall conduct only those activities consistent with and

authorized by an approved Forest Cutting Plan.

Forest management activities carried out by Owner in compliance with Section III(4) herein shall be deemed by The Commonwealth to not materially impair the purposes of this Conservation Restriction.

(5) The cutting, pruning, mowing and removal of trees, shrubs, and other vegetation to a) remove hazards, diseased trees, or insect damage, b) pursuant to an approved Forest Cutting Plan and Forest Management Plan as described in Section III(4) above, c) allow construction and maintenance of walking trails, and d) improve or maintain fisheries and wildlife habitat under a Habitat Management Plan approved by The Commonwealth.

(6) The installation of signs identifying the parcel, including the ownership of the property, allowed uses, location of any trails and public parking, and other appropriate wording (a) not to exceed four hundred (400) square inches in size in conjunction with the conduct of forest management and recreational activities, (b) not to exceed twenty-five (25) square inches in size for use in posting notice of ownership of the Premises along the boundaries of the Premises, and (c) not to exceed nine hundred (900) square inches in size for use in posting notice of ownership and use of the Premises at any public access point to the Premises.

(7) Access by automobiles and other four-wheeled vehicles for a) activities authorized under Sections III and IV, b) as required by The Commonwealth to carry out its duties, rights, and responsibilities under this Conservation Restriction, c) as required by the police, firemen, or other governmental agents in carrying out their lawful duties, and d) as necessary to provide appropriate handicap access.

(8) The control, management, and eradication of species not native to The Commonwealth of

Massachusetts under a Non-Native Species Control Plan approved by The Commonwealth.

(9) Removal of gravel from sites on the Premises for use on the Premises for activities and purposes expressly authorized herein and in the approved Forest Management Plan such as improvements to existing wood roads and the construction of new wood roads on the Premises, provided Owner a) uses adequate erosion control measures, and b) restores to a natural condition all areas from which said gravel is removed to the satisfaction of The Commonwealth.

The restoration of the gravel area to its natural condition shall include but not necessarily be limited to the grading of cut banks to a natural angle of repose, the respreading of topsoil over the disturbed area, the stabilization of said area against erosion, and the revegetation of the disturbed area with native plant species. Any topsoil removed in said activities shall be stockpiled to be used in restoration of the gravel removal site. No gravel or topsoil shall be removed from the Premises.

(10) The stocking of sport wildlife and fish species such as pheasants and trout for recreational purposes under a Sport Species Stocking Plan approved by The Commonwealth.

(11) The enhancement of habitat for native plants and animals and the enhancement of natural communities under a Habitat Enhancement Plan approved by The Commonwealth.

(12) The repair and/or removal of dams on the Premises in accordance with all applicable federal, state and local environmental laws and regulations and the restoration to a natural condition of the stream channel and associated riparian habitat as approved by The Commonwealth.

The exercise of any permitted activity or use by the Owner under this Section III shall be in compliance with the then-current Zoning Bylaw applicable to the Premises, the Wetlands Protection Act (General Laws Chapter 131, Section 40), the Massachusetts Endangered Species Act, and all other applicable federal, state, and local environmental protection and other laws and regulations, and the

Owner agrees not to seek a variance therefrom for development purposes without written consent of The Commonwealth. The inclusion of any permitted activity or use in this Section III requiring a permit from a public agency does not imply that The Commonwealth takes any position on whether such permit should be issued.

Any activity or use not permitted herein is prohibited without the express written consent of The Commonwealth stating that such activity or use is not inconsistent with the conservation purposes of this Conservation Restriction. Any request by the Owner for approval of such an activity or use shall contain a detailed description of why such activity or use is not inconsistent with the conservation purposes of this Conservation Restriction. In the event that The Commonwealth disapproves the requested activity or use, The Commonwealth shall provide a detailed written explanation of why said activity or use is inconsistent with the conservation purposes of this Conservation Restriction.

IV. Access by the Commonwealth and the General Public

The Commonwealth through its duly designated officers, directors, employees, representatives, and agents shall have the right to enter the Premises at reasonable times and in a reasonable manner, including access by foot and/or by motorized vehicle, for the purpose of inspecting the Premises, determining compliance with the terms of this Conservation Restriction, and preventing, abating or remedying any violations thereof.

The Commonwealth shall have the right at its sole expense to perform on the Premises any act it deems necessary or appropriate to protect, preserve, conserve, enhance or promote the natural habitat of wildlife, fish and plants located on the Premises or on nearby properties including the habitat of species listed as Endangered, Threatened or of Special Concern by the Natural Heritage and Endangered Species Section of the Massachusetts Division of Fisheries and Wildlife.

The Commonwealth shall also have the right at its sole expense to access the Premises and to carry out rare species and natural community research, including but not limited to a) locating, collecting samples, and otherwise studying and documenting any rare species, vernal pools, and natural communities which exist on the Premises, b) conducting biological surveys, and c) monitoring the natural communities, habitats and species thereon.

The Commonwealth shall also have the right to permit the public to enter upon the Premises for passive daytime recreational purposes and outdoor educational purposes including organized nature walks conducted by The Commonwealth or the Owner and their successors or assigns, hunting, fishing, hiking, birdwatching, and similar uses by the general public provided that such activities do not involve use of motorized vehicles other than for handicap access or as allowed by Commonwealth regulation or permit, are not detrimental to the purposes of or violate the terms of this Conservation Restriction, and do not unreasonably interfere with permitted uses of the Premises by the Owner.

The terms and conditions of access shall be determined by the Director of the Division of Fisheries and Wildlife. Locations of access to the Premises shall be mutually agreed upon by the Owner and The Commonwealth, and public access to the Premises shall be monitored by The Commonwealth in accordance with its policies and practices. Owner may petition the Director to modify public access to the Premises for cause pursuant to the reasons articulated above.

V. Legal Remedies of the Commonwealth

The rights hereby taken include the right of The Commonwealth to take any reasonable actions with respect to the Premises as may be necessary or appropriate, with or without Order of Court, to remedy, abate or otherwise enforce any violations hereof, as well as the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable

relief against any violations, including without limitation relief requiring restoration of the Premises to its condition at the time of this taking (it being agreed that The Commonwealth may have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to The Commonwealth.

If The Commonwealth obtains judgment from a Court of law ruling that the Owner has violated the terms of this Conservation Restriction, the Owner shall reimburse The Commonwealth for all reasonable costs and expenses incurred in connection with obtaining and enforcing such judgment, including reasonable counsel fees and reasonable costs incurred in remedying or abating the violation. Enforcement of the terms of this Conservation Restriction shall be at the discretion of The Commonwealth, and any forbearance by The Commonwealth to exercise its rights under this Conservation Restriction shall not be deemed or construed to be a waiver.

If any provision of this Conservation Restriction shall to any extent be held invalid, the remainder shall not be affected. By its acceptance hereof, The Commonwealth does not undertake any liability or obligations relating to the condition of the Premises.

Except for its responsibilities to monitor public access to the Premises and for its own activities on the Premises, The Commonwealth does not undertake any liability or obligations relating to public access on or the condition of the Premises.

VI. Subsequent Transfers

The Owner agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Premises, including without limitation, a leasehold interest. Owner further agrees to give written notice to The Commonwealth of the proposed transfer of any interest at least 30 days prior to the date of such

transfer. Failure of the Owner to do so shall not impair the validity of this Conservation Restriction nor limit its enforceability in any way.

VII. Representations of The Commonwealth

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

VIII. Required Notification

The Owner shall notify The Commonwealth in writing at least thirty (30) days prior to undertaking any act which may adversely affect the conservation interests associated with this Conservation Restriction.

Whenever the Owner's consent is required under the provisions of this Conservation Restriction, The Commonwealth shall notify the Owner in writing not less than thirty (30) days prior to the date The Commonwealth intends to undertake the activity in question.

Whenever the Owner's or The Commonwealth's consent or approval is required under the terms of this Conservation Restriction, the Owner or The Commonwealth shall grant or withhold such consent or approval in writing within 30 days of receipt of written request therefor, and any such consent or approval shall not be unreasonably withheld so long as the granting of said consent is consistent with the terms and purposes of this Conservation Restriction. Failure to act in writing within the stated 30-day time period shall constitute consent or approval.

Any written notice required hereunder shall be sent by certified mail, return receipt requested,

postage prepaid, to the following addresses:

Owner: Old Sturbridge, Inc.
1 Old Sturbridge Road
Sturbridge, MA 01566

Commonwealth: Chief of Wildlife Lands
Massachusetts Division of Fisheries and Wildlife
Rabbit Hill Road
Westborough, MA 01581

and

Natural Heritage and Endangered Species Program
Rte. 135
Westborough, MA 01581

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

The Owner and The Commonwealth herein acknowledge that subsequent to the recording by The Commonwealth of this Consensual Order of Taking of Conservation Easement a/k/a Conservation Restriction, Owner's remaining fee ownership of the Premises is to be conveyed subject to this Conservation Restriction to the Town of Sturbridge to be held, used, and protected by the Town of Sturbridge Conservation Commission for conservation purposes consistent with the terms and provisions of this Conservation Restriction. Accordingly, the notification address for the Town of Sturbridge is:

Town of Sturbridge Conservation Commission
Town Hall
308 Main Street
Sturbridge, MA 01566

X. Proceeds from Extinguishment; Eminent Domain

The Owner and the Commonwealth agree that the consensual taking of this Conservation

Restriction gives rise to a property right, immediately vested in the Commonwealth, with a fair market value of 50% of the unencumbered fair market value of the Premises and that such proportionate value of 50% representing the Commonwealth's property right shall remain constant.

If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then The Commonwealth, on a subsequent sale, exchange or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds equal to such proportionate value, subject, however, to any applicable law which expressly provides for a different disposition of proceeds.

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain, or if all or any part of this Conservation Restriction is otherwise extinguished by act of public authority, then the Owner and The Commonwealth shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Owner and The Commonwealth shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Owner and The Commonwealth in shares equal to such proportionate value. The Commonwealth shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein.

XI. Binding Effect

The burdens of this Conservation Restriction shall be deemed to run with the Premises in perpetuity and in gross and shall be binding upon and enforceable against the Owner and all future owners of any interest in the Premises. The Commonwealth is authorized to record and file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction, and Owner hereby appoints The Commonwealth as its attorney-in-fact to execute, acknowledge and deliver

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

XII. Costs and Liabilities

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

XIII. Estoppel Certificates

Upon written request by Owner for The Commonwealth's certification of Owner's compliance with any obligation of Owner contained in this Conservation Restriction, The Commonwealth shall within 30 days of receipt of said written request determine in its sole discretion if Owner is in compliance and, if said determination is affirmative, execute and deliver to Owner any document, including but not limited to an estoppel certificate, which certifies Owner's compliance with said obligation of Owner hereunder.

XIX. Amendments

This Conservation Restriction may be amended by the Owner and The Commonwealth, or their successors in interest, only insofar as the amendment is not intended to and does not have a material adverse effect on the conservation purposes of this Conservation Restriction and does not violate Article 97 of the Amendments to the Massachusetts Constitution. Either the Commissioner of the Department of Fish and Game or the Director of the Division of Fisheries and Wildlife or their successors shall execute a written confirmation concluding that the amendment meets this criterion and explaining in detail the reasons for this conclusion. Any amendment shall be in writing, signed under seal, and recorded at the appropriate registry of deeds along with the written confirmation of the

appropriateness of said amendment.

The Commissioner of the Department of Fish and Game hereby makes the following award for the damages sustained by the owner of record of the area or areas hereinbefore described in the said taking of an interest in their property or entitled to any damages by reason of said taking:

<u>Supposed Owners</u>	<u>Award</u>
Old Sturbridge, Inc.	\$1,900,000

Said award is made subject to satisfactory proof of ownership or entitlement by individuals and/or entities claiming ownership of said parcels and/or entitlement to said award. The Commonwealth herein reserves the right to amend the award, including but not limited to the right to increase or decrease the amount of damages to be paid, at any time prior to payment thereof for good cause shown.

IN WITNESS WHEREOF, The Commonwealth of Massachusetts has caused these presents to

be executed in its name and on its behalf by David M. Peters, Commissioner of the Department of Fish and Game, herewith duly authorized, who does hereunto set his hand and seal this _____ day of _____, 2006.

THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF FISH AND GAME

By: _____
David M. Peters, Commissioner
251 Causeway Street, Suite 400
Boston, MA 02114

COMMONWEALTH OF MASSACHUSETTS

_____, ss _____, 20__

On this day before me, the undersigned Notary Public, personally appeared the above named David M. Peters, proven to me through satisfactory means of identification which was personal knowledge of identity to be the Commissioner of the Department of Fish and Game of The Commonwealth of Massachusetts whose name is signed above, and acknowledged that he signed the foregoing instrument voluntarily as Commissioner of said Department for its stated purpose.

Notary Public

SEAL

My Commission Expires: _____

AGREEMENT OF ASSENT

I, _____, duly authorized to act on behalf of Old Sturbridge, Inc., the current record title Owner of the Premises on which this Conservation Easement a/k/a Conservation Restriction is herein consensually taken, and we _____ as Selectmen and _____ as members of the Conservation Commission of the Town of Sturbridge into which ownership the remaining fee ownership of the Premises will be conveyed subject to this Conservation Restriction acting by authority of M.G.L. C. 40, Section 8C, hereby acknowledge that this Conservation Restriction contains 1) certain duties and obligations that Old Sturbridge, Inc. and subsequently the Town of Sturbridge as Owner are required to comply with and carry out, and 2) certain rights taken by the Commonwealth such as development and use rights and the right to monitor and enforce the terms of this Conservation Restriction in order to effectuate the purposes thereof.

Old Sturbridge, Inc. and the Town of Sturbridge and its successors and assigns hereby expressly agree to the terms of this Conservation Restriction, will fully and completely comply with and carry out said duties and obligations described herein, and expressly assent to the rights of the Commonwealth taken herein and to the taking of these rights via this consensual eminent domain taking of said Conservation Restriction, and will make all further conveyances of the Premises expressly subject to the terms of the Conservation.

WITNESS OUR HANDS AND SEALS on the date opposite our signatures below.

OLD STURBRIDGE, INC.

DATE: _____

By: _____

Title: _____

TOWN OF STURBRIDGE
BOARD OF SELECTMEN

DATE: _____

By: _____

By: _____

By: _____

By: _____

By: _____

TOWN OF STURBRIDGE
CONSERVATION COMMISION

Date: _____

By: _____

By: _____

By: _____

By: _____

By: _____

COMMONWEALTH OF MASSACHUSETTS

_____, ss _____, 20__

On this day before me, the undersigned Notary Public, personally appeared the above named _____ as _____ of Old Sturbridge, Inc., proven to me through satisfactory means of identification which was _____ to be the person whose name is signed on the foregoing AGREEMENT OF ASSENT, and acknowledged that (s)he signed the foregoing instrument on behalf of Old Sturbridge, Inc. voluntarily for its stated purpose.

Notary Public

SEAL

My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

_____, ss _____, 20__

On this day before me, the undersigned Notary Public, personally appeared the above-named _____, proven to me through satisfactory means of identification which was _____ to be the persons whose names are signed on the foregoing AGREEMENT OF ASSENT as Selectmen of the Town of Sturbridge, and acknowledged that in so signing they were acting on behalf of the Town of Sturbridge as Selectmen thereof and that they signed the foregoing instrument voluntarily for its stated purpose.

Notary Public

SEAL

My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

_____, ss _____, 20__

On this day before me, the undersigned Notary Public, personally appeared the above-named _____, proven to me through satisfactory means of identification which was _____ to be the persons whose names are signed on the foregoing AGREEMENT OF ASSENT as members of the Conservation Commission of the Town of Sturbridge, and acknowledged that in so signing they were acting on behalf of the Town of Sturbridge as members of the Conservation Commission thereof and that they signed the foregoing instrument voluntarily for its stated purpose.

Notary Public

SEAL

My Commission Expires: _____