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#62-09

GRANT OF CONSERVATION RESTRICTION

THIS GRANT OF CONSERVATION RESTRICTION is made as a transfer for no consideration, in perpetuity and for conservation purposes, by the City of Newton, a Massachusetts municipal corporation with an address at 1000 Commonwealth Avenue, Newton Centre, Massachusetts 02459, acting by and through its Mayor, which with its successors and assigns in title to all or any portion of the property on Algonquin Road and Kenrick Street in Newton, Middlesex County, Massachusetts, as hereinafter defined in Exhibit A, is herein collectively referred to as "Grantor," in favor of Newton Conservators, Inc. (together with any successors and permitted assigns to such organization in accordance with the terms set forth below or by action of law, "Grantee"), a non-profit corporation organized and existing under the laws of the Commonwealth of Massachusetts, with an address at P.O. Box 59011, Newton Centre, Massachusetts 02549. As used herein, "Grantee's Representatives" shall mean Grantee's representatives, employees, agents, guests, and invitees, or any one or more of such persons.

For Grantor's title, see deed from Newton Commonwealth Foundation, Inc., to the City of Newton, dated October 30, 1981, and recorded with Middlesex Registry of Deeds at Book 14456, Page 557, and deed from Commonwealth of Massachusetts, Metropolitan District Commission, to the City of Newton, dated August 8, 1956, and recorded with Middlesex Registry of Deeds at Book 8785, Page 570.

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SUMMARY OF HISTORY AND STATEMENT OF PURPOSE, all as further set forth in the recitals below and in attached documentation: for many decades, the Property was a private golf course (the "Garden City Country Club," also known as the "Chestnut Hill Country Club"). Over the years, as development and development pressure increased around it, the Property became an oasis of open space in an increasingly urbanized area. In the late 1970s, the club having fallen on hard times, the members of the private golf club decided to sell the Property for development, as their predecessors had done with a portion of the golf course immediately across the Boston line, which portion had become multiple apartment buildings and parking areas. In 1981, in order to preserve the remaining 71 acres more or less, for the public and prevent the loss of unique open space through another such sale, the Board of Aldermen of the City of Newton voted to acquire the Property as open space for public outdoor recreational use, initially to be operated as a public golf course but in any event for the enjoyment of the citizens of Newton as well as the general public. Local Newton neighborhood and city-wide funds, funding from the federal Land and Water Conservation Fund Program (P.L. 88-578, as amended) (the "LWCF Program"), as administered by the Secretary of Environmental Affairs, the state liaison officer, and private contributions, were used to finance the acquisition, including an operating golf course, which was the largest single open-space acquisition near Boston in a generation. (The City already owned a contiguous parcel of 4 acres more or less, previously deeded to the City by the Metropolitan District Commission; this parcel was added to the newly-acquired 71 acres more or less so the City's holding is now 75 acres more or less). As part of the acquisition, the Board Order by the Alderman stated that "the Land will be subject to a perpetual conservation restriction limiting its further development." A conservation restriction was prepared and was executed by the City of Newton at that time but was not finally and fully

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executed in accordance with M.G.L. Chapter 182, Section 32, by the Secretary of Environmental Affairs (now the Secretary of Energy and Environmental Affairs, and hereinafter collectively the "Secretary") for reasons not clear, leaving a gap in the protection of the open space not anticipated at the time of acquisition. That omission has only recently come to light. Accordingly, this updated conservation restriction has been drafted to be consistent with the history and purpose of the acquisition of the Property, that is, to facilitate the continued use of the Property as a public golf course, but should the Property cease to be operated as a public golf course (permanently, or temporarily, or seasonally in the case of snow and cold weather during the winter months), it will continue to be available as open space for public outdoor recreational use.

WHEREAS, the City of Newton (hereinafter also referred to as the "City") owns 75 acres more or less of land and some small buildings which it operates as municipal golf course; and

WHEREAS, said 75 acres more or less is more particularly described in Exhibit A, attached hereto and incorporated herein by this reference, and is herein referred to as the "Property"; and

WHEREAS, as further explained below, the City acquired the Property in 1981 with the intention, articulated by the Board of Aldermen at the time, of making it subject to a perpetual conservation restriction to assure its preservation as open space for public outdoor recreational use; and

WHEREAS, the conservation restriction prepared and executed by the City at that time was not finally and fully executed by the City and the Secretary for reasons not clear, and the omission has only recently come to light; and

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WHEREAS, the City, duly acting through its chief executive, desires to rectify the omission and fulfill the original intent and conditions of the Board of Aldermen and the owners of the abutting properties who were made subject to a betterment assessment to help acquire the Property; and

WHEREAS, the Property had been open space for years prior to the City's acquisition; and

WHEREAS, the Property was at risk as open space as recently as in 1978, when members of the Garden City Country Club in Newton, also known as the Chestnut Hill Country Club, signed a purchase and sale agreement to sell the approximately 81 acres of land they owned and operated as a golf course; and

WHEREAS, the land is located on the boundary between Newton and Boston, and represents important undeveloped open space in the midst of a dense urban and suburban area, including a densely developed and settled area located directly over the Boston line in Brighton on land that formerly belonged to the golf course; and

WHEREAS, the private club owner had fallen on hard times and entertained development proposals which would have converted the golf course to intense housing development, resulting in a loss of open space which had been maintained for private recreation but was used also by residents of the area on an informal license to sled or cross country ski in the winter, as well as the recreational use of a publicly viewed golf course; and

WHEREAS, in addition to being important open space in a densely settled area, the land lies on both sides of a small brook in a valley crossed by an underground Massachusetts Water Resources Authority ("MWRA") aqueduct, and is overlooked by a memorial to John Eliot,

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reported to have walked from neighboring Roxbury in 1636 to begin his religious mission to Nonantum Indians, memorialized nearby as well as in the City of Newton seal; and

WHEREAS, in order to prevent development of the land, the Newton Board of Aldermen, the office of the Mayor, a number of interested Newton residents, and the Commonwealth of Massachusetts, after lengthy negotiations and discussion, devised a plan to acquire most of the land for open space recreational use; and

WHEREAS, in June of 1981, the Board of Aldermen passed Board Order #91-80(5) (the "Board Order"), a copy of which is attached hereto as part of Exhibit B, incorporated herein by this reference, voting to acquire 71 acres, more or less, of the land "to be initially operated as a public golf course," and authorizing betterment assessments on certain parcels abutting the land; and

WHEREAS, the Board Order further stated that "the Land will be subject to a perpetual conservation restriction limiting its further development"; and

WHEREAS, the Board Order further stated that "Part of the cost of acquisition of the Land will be reimbursed from open space acquisition funds earmarked for that purpose by the federal government under the Land and Water Conservation Fund Program (P.L. 88-578, as amended). A condition of such reimbursement is that, should the Land ever be diverted from public outdoor recreational use, it must be replaced with land of equal usefulness, quality and location," and a copy of which agreement (the "LWCF Agreement") is attached hereto as part of Exhibit B; and

WHEREAS, the Board Order also approved a betterment assessment (the "Betterment Assessment") on certain Abutting Parcels to the Property, in recognition that the owners of such Abutting Parcels benefitted from visual access to protected open space as a result of the

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acquisition of the Property, and physical access to the Property when it is "not being used as a golf course"; and

WHEREAS, the Board Order further stated that "As a public park recreational area, the Land will also be subject to the procedural restraints of Article 97 of the Massachusetts Constitution, requiring an affirmative vote of two thirds of the General Court for its diversion to an alternative non-recreational use"; and

WHEREAS, Grantor purchased 71 acres more or less of the 81 acres in late 1981, and the land has since been operated as the Newton Commonwealth Golf Course, for the regular use of the general public; and

WHEREAS, in addition to its public outdoor recreational use, the Property has important open space conservation values (collectively, the "conservation values"), including scenic views from abutting public ways, protection of wetlands and water quality, potential wildlife habitat for birds, small mammals, amphibians, and aquatic invertebrates such as Daphnia, water striders, and aquatic earthworms, tranquility in a highly-developed part of the greater Boston area, relief from urban closeness, and a park-like quality and character, all of which are illustrated by photographs and further discussion in the Baseline Documentation Report (as hereinafter defined), that makes its continued preservation and protection as open space an asset to the general public, including residents of the City of Newton and surrounding communities; and

WHEREAS, the Property is unique open space in that the golf course is visually available to the heavily developed and densely populated community around it in ways that are unique, as illustrated by the photographs included in the Baseline Documentation Report; and

WHEREAS, continued maintenance of the open space as a golf course, in a high-

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quality manner, has enhanced the enjoyment of the Property by those who use it including the general public; and

WHEREAS, the golf course has been operating at a net financial benefit to the City of Newton, with annual payments to support conservation and recreation elsewhere in Newton as well as regular in-kind contributions to the City of Newton; and

WHEREAS, with this perpetual conservation restriction Grantor and Grantee intend to provide such further protection of the Property's conservation values and protection of the Property as open space available for public outdoor recreational use (such as, but not limited to, its current use as a public golf course) as was originally intended for, and by the acquisition of, the Property; and

WHEREAS, Grantor intends, as owner of the Property, to convey to Grantee the right to preserve and protect the Property in perpetuity and represents that the Property is free and clear of all encumbrances except for rights-of-way, restrictions, and reservations of record as of the effective date of this grant; and

WHEREAS, the Property is currently licensed by Grantor to the Newton Commonwealth Foundation, Inc. (the "Foundation"), a public instrumentality of the City of Newton and a Massachusetts charitable corporation organized under Chapter 180 of the Massachusetts General Laws, with a principal place of business c/o the City of Newton Parks and Recreation Department, 70 Crescent Street, Newton, Massachusetts, which Foundation has overseen the operation of the golf course in accordance with the terms of continuing agreements with Grantor, and which Foundation agrees to adhere and abide by the conditions and requirements hereof and is accordingly a signatory hereto; and

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WHEREAS, Sterling Golf Management, Inc., a Massachusetts corporation that is the current management firm responsible for the operation, management, and maintenance of the golf course under a Management Contract with the Foundation ("Sterling"), is subordinating its interest under said Contract to this Restriction in an instrument recorded herewith; and

WHEREAS, the Foundation is also an organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder (the "Code"), and is not a private foundation under Section 509(a)(1) of the Code because it is an organization described in Section 509(a)(2) of the Code; and

WHEREAS, Grantee warrants that Grantee is a charitable organization described in Section 501(c)(3) of the Code, whose primary purpose is to foster in the City of Newton, among other interests, the protection, preservation of natural objects, and open areas for the enjoyment and benefit of the general public by scientific study, education, recreation, and the dissemination of information, and is authorized by the laws of the Commonwealth of Massachusetts, including in particular M.G.L. Chapter 184, Sections 31-33, to accept, hold, and administer interests in land including conservation restrictions; and

WHEREAS, Grantee represents that Grantee is a "qualified organization," as that term is defined in Section 170(h)(3) of the Code; and

WHEREAS, Grantee has received and there remains in full force and effect a determination letter from the Internal Revenue Service, dated June 30, 2004, a copy of which has been provided to Grantor, to the effect that Grantee is a "publicly-supported" organization described in Section 509(a)(2) of the Code and is not a "private foundation" within the meaning of Section 509(a)(1) of the Code; and

WHEREAS, Grantor and Grantee recognize the open and special public character of

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the Property, and have the common purpose of its conservation and protection in perpetuity through the use of restrictions on the Property and with the transfer from Grantor to Grantee the within affirmative rights for the protection of the Property; and

WHEREAS, the conservation values of the Property set forth herein are further documented in the Baseline Documentation Report, which memorializes the condition of the Property as of the effective date of this grant, a copy of which is on file at the offices of Grantor, the Foundation, and Grantee; and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, 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, including M.G.L. Chapter 184, Sections 31-33, Grantor hereby voluntarily grants and conveys to Grantee a conservation restriction (the "Restriction") in perpetuity and for conservation purposes over the Property described herein and in Exhibit A of the nature and character and to the extent hereinafter set forth. Grantor herein declares that the Property shall be held, mortgaged, encumbered, transferred, sold, conveyed, licensed, used, and occupied subject to the covenants, conditions, and restrictions hereinafter set forth, which covenants, conditions, and restrictions shall be deemed to run with the land in perpetuity and to burden the Property in perpetuity.

PURPOSE

1. **Purpose.** It is the purpose of this Restriction to provide for the protection, as set forth above, of the Property's conservation and recreational values and protection of the Property as open space for public outdoor recreational use (including its current use as a

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public golf course), as was originally intended by Grantor, the Newton Board of Aldermen, interested Newton residents, the Commonwealth of Massachusetts, and the federal government, and to prevent any residential, commercial, or industrial use of the Property that will adversely impact, impair, or interfere with the protected interests enumerated herein.

RIGHTS AND REMEDIES OF GRANTEE; GRANTOR REMEDIES

2. **Affirmative Rights of Grantee.** Grantor hereby grants the within conservation restrictions including the following rights and covenants to Grantee, which rights and covenants shall be in addition to, and not in limitation of, any other rights and remedies available to Grantee:

(a) to prevent Grantor or third persons (whether or not claiming by, through, or under Grantor) from using, or permitting any use of, the Property in violation of the prohibited uses and provisions of this Restriction, and to require of Grantor or third persons the restoration to the Property's condition prior to such prohibited use of such areas or features of the Property that may be damaged by any such use;

(b) without unreasonably interfering with Grantor's use and quiet enjoyment of the Property as restricted by this Restriction and at no charge (imposed for purposes of access to the golf course, by Grantor, the Foundation, or Sterling, or any other manager of the golf course) to Grantee, to enter upon the Property at such reasonable times and in such reasonable manner as Grantor and Grantee shall reasonably agree, in order to monitor Grantor's compliance with the terms of this Restriction;

(c) to seek injunctive and other equitable relief against any violation of this Restriction, including without limitation relief requiring removal of offending structures,

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encroachments, and vegetation, and other restoration of the Property to the condition that existed prior to any such violation (it being agreed that Grantee will have no adequate remedy at law); and

(d) after providing Grantor with reasonable notice and a reasonable opportunity to Cure, as set forth in paragraph 2.1(a), to enforce this Restriction in the case of violations by Grantor or by third persons (whether or not claiming by, through, or under Grantor) by appropriate legal proceedings.

2.1 **Cure; Grantee's Remedies.**

(a) In the event that Grantee becomes aware of what it perceives as a material violation of the terms of this Restriction, Grantee shall give written notice (in accordance with the provisions of paragraph 13.6) to Grantor and request corrective action sufficient to abate such violation (a "Cure") and restore the Property to a condition substantially similar to that which existed prior to such violation.

(b) Except in emergency situations where immediate action needs to be taken, as identified in paragraph 2.1(c) below, failure by Grantor within 30 days after receipt of such notice to Cure, to begin good faith efforts to Cure where completion of such action cannot be reasonably accomplished within 30 days, to initiate such other corrective action to such violation as appropriate in the circumstances and as may be reasonably requested by Grantee, or failure by Grantor to diligently pursue a Cure once commenced, shall entitle Grantee to: (i) bring an action at law or in equity in a court of competent jurisdiction to enforce this Restriction; (ii) require actions to be taken in order to effect the restoration of the Property to a condition substantially similar to that which existed prior to such violation; (iii) seek to enjoin any violation by

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temporary or permanent injunction; and (iv) recover reasonable damages (including attorney's fees) arising from such violation.

(c) If Grantee, in its sole discretion reasonably exercised, determines that emergency circumstances require immediate action to prevent or mitigate significant damage to the Property, Grantee may pursue its remedies under this paragraph 2.1 with concurrent oral and written notice to Grantor and without waiting for the period for Cure to expire, provided, however, that any such remedy pursued shall be a remedy solely and directly related to the damage which has occurred. Grantee shall give concurrent oral and written notice for all such actions and shall provide Grantor with written notice of all actions taken by it pursuant to this paragraph 2.1(c) immediately (or as soon as possible) thereafter.

2.2 **Forbearance Not a Waiver.** Any forbearance by Grantee to exercise its rights under this Restriction in the event of any violation of this Restriction shall not be deemed or construed to be a waiver by Grantee of such violation or another violation of this Restriction or of any of Grantee's rights under this Restriction. No delay or omission by Grantee in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver.

2.3 **Acts Beyond Grantor's Control.** Nothing contained in this Restriction shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, acts of trespassers or the unauthorized or wrongful acts of third persons (unless it is determined by a court of competent jurisdiction that such unauthorized acts were in part attributable to Grantor's negligence), fire, flood, storm, earth movement, and major tree or plant disease; or from any prudent action taken by Grantor intended to mitigate injury to the

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Property resulting from such causes. Notwithstanding the foregoing, nothing herein shall preclude Grantor's and Grantee's rights to pursue any third party for damages to the Property from vandalism, trespass, or any other violation of this Restriction. Grantor and Grantee agree that in the event of damage to the Property from acts beyond Grantor's control, if Grantor and Grantee agree that it is desirable that the Property be restored. Grantor and Grantee, at no expense to Grantee, will cooperate in attempting to restore the Property if feasible.

2.4 **Grantee's Obligations.** To the extent that Grantee by action or inaction does not perform or fulfill any affirmative, non-discretionary obligation required of Grantee pursuant to the terms of this Restriction, then Grantor shall give written notice (in accordance with the provisions of paragraph 13.6) of such obligation to Grantee and the parties shall cooperate and act in good faith to reach a reasonable resolution with respect to such obligation.

2.5 **Costs.** In connection with any action to enforce the terms of this Restriction, Grantor and Grantee shall each be responsible for their respective costs of enforcement and other costs and expenses, including, without limitation, reasonable attorney's fees. Forbearance by Grantee shall not be deemed a breach of this Restriction.

PROHIBITED USES; RESERVED RIGHTS

3. **Prohibited Uses.** Notwithstanding any other provision in this Restriction that may be construed to the contrary, should the Property no longer be used as a public golf course, no additional structures or improvements may be constructed on the Property (other than for the protection of public health and safety with respect to existing conditions on the

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premises) unless such structures or improvements are consistent with the purpose of this Restriction and the provisions of paragraph 4. Grantor will neither perform nor allow others to perform the following acts or uses, which are expressly forbidden on, over, under, or in connection with the Property, except as otherwise provided in paragraph 4:

(a) subdivision or division of any portion of the Property into more than one ownership;

(b) mining, surface mining, excavating, dredging, or removing from the Property of soil, loam, peat, gravel, sand, hydrocarbons, rock, water, or other mineral resource or natural deposit;

(c) residential, institutional, commercial or industrial uses of the Property;

(d) constructing or placing of any temporary or permanent building, mobile home, transmission or receiving tower, or other towers or energy facility, or other temporary or permanent structure or facility on, below, or above the Property;

(e) cutting, removing, or otherwise destroying trees, grasses, or other vegetation;

(f) the installation of underground storage tanks or the placing, filling, storing, or dumping on the Property of soil, refuse, trash, vehicle bodies or parts, trailers, rubbish, debris, junk, waste, or other such substance, whether or not generated on the Property;

(g) including the Property or any portion thereof as part of the gross area of any other property not subject to this Restriction for the purposes of determining density, lot coverage, or open space requirements under otherwise applicable laws, regulations, or ordinances controlling land use and building density; and

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(h) transferring to any other property pursuant to a transferable development rights plan, cluster development arrangement, or otherwise, those development rights which are encumbered and extinguished by this Restriction; and

(i) any other use or activity which may materially impair the purpose or the open space recreational and conservation values of the Property.

4. **Reserved Rights.** As noted above in the **SUMMARY OF HISTORY AND STATEMENT OF PURPOSE**, the Property was acquired as open space for public outdoor recreational use, initially to be operated as a public golf course but in any event as open space for the enjoyment of the public for outdoor recreation. The prohibited uses in paragraph 3 and the reserved rights set forth below have been drafted to be consistent with that history and the purpose of this Restriction, that is, to facilitate the continued use of the Property as open space, and as long as reasonable as a public golf course, but should the Property cease to be operated as a public golf course (either temporarily, or seasonally in the case of snow and cold weather during winter months), it shall continue to be available as open space for public outdoor recreational use in perpetuity. Accordingly, notwithstanding any other provision of this Restriction, the following rights, uses, and activities on the Property shall be permitted by this Restriction, provided they are necessary and consistent with the purpose of this Restriction and with the protection of the conservation values of the Property, and are in compliance with all applicable state and local laws:

- (a) the use of the Property for a golf course, open to the public;
- (b) such cutting, excavation, filling, and other site work as necessary to maintain a golf course on the Property; including without limitation, to construct and/or relocate golf holes, fairways, tees, and greens, and support facilities such as sand traps, cart paths, signage, and

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watering, and in connection therewith, the right to dredge existing ponds and streams, or to maintain the Property for permitted outdoor recreation purposes;

(c) such cutting, excavation, filling, and other site work as necessary to allow for the construction of service and/or access roads on the Property for uses consistent with the purpose of this Restriction;

(d) such cutting, excavation, filling, and building as necessary to permit the construction or re-construction of such other structures as are reasonably necessary and incident to the use of the Property as a golf course or as open space for public outdoor recreation as described in the purpose, provided that such work shall be limited to the area of the existing structures unless otherwise approved by Grantee as to a different location;

(e) the planting of native trees and shrubs and the mowing of grass, provided that Grantor shall take appropriate action (such as roping off or using barriers to protect a particular sensitive area) to avoid interference with the breeding cycles of songbirds or other wildlife that may be present on the Property, and the construction and maintenance of sight-pervious fences and benches, and retaining walls and conduits, and posting of regulatory signs and identification signs;

(f) the establishment of foot trails, paths, and golf cart paths for golf carts, as well as for long-term maintenance, and public safety and emergency use only;

(g) the right to repair, remodel, and replace (substantially within their pre-existing footprints, and of a size not to exceed 120% of the footprint existing on the effective date of this Restriction) existing structures and improvements (so identified in the Baseline Documentation), and the right to construct, repair, remodel, and replace such buildings and structures (within such footprints) as are reasonably incident to the use of the Property for a golf course, including

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sight-pervious fencing for the safety of abutters, retaining walls, a golf course clubhouse, a golf cart storage building, and maintenance buildings;

(h) if and whenever the Property is temporarily not used as a golf course (because of snow or cold during winter months), or if the Property should cease to be used as a golf course during any season, the use by the general public upon said parcel on foot in areas designated by Grantor and Grantee for the outdoor recreational use of the Property as open space shall continue, including, for example, but not either by way of requirement or limitation, jogging, cross-country and downhill skiing, winter sports, and other outdoor recreational activities, provided that when the Property is not in use as a golf course no motorized vehicles shall be allowed on the Property, other than for purposes of maintenance, emergency vehicles, and vehicles involving mobility aids for persons with disabilities. All such activities shall be in accordance with such regulations as may be promulgated by Grantor, Grantee, and the Foundation during its capacity as operator of the golf course, in consultation with each other, or such successor body as established by the City;

(i) if the Property should cease to be used as a golf course, the right to repair, remodel, replace, or, with the approval of Grantee, which shall not be unreasonably withheld so long as the contemplated use is consistent with the purpose of this Restriction, to relocate, existing structures (to a size not to exceed 120% of the footprint existing on the effective date of this Restriction) for use in connection with public outdoor recreational activities;

(j) the installation and maintenance of existing or new underground utilities, storage tanks, water lines, watering systems, sewer lines, and utility lines as are reasonably necessary and incidental to the reserved rights hereinbefore described, and so long as the surface is restored to the extent practical to its prior condition after such installation and maintenance, and the

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recycling of water for irrigation systems, to be done in such a manner as to minimize the impact on the conservation values protected herein;

(k) the maintenance of the Property (pursuant to sound management practices and consultation as appropriate with the Conservation Commission of the City) including, without limitation, mowing, the planting or selective cutting or pruning of trees, brush, or other vegetation, and removal of the same, to improve the scenic view and the use for golf, and to implement disease prevention measures, and in connection therewith, and in a manner as to not adversely impact water quality, the right to store for removal or otherwise in one location, not to exceed one acre in size (with the current such location identified in the Baseline Documentation Report), soil, branches, grass clippings, tree clippings, rocks, and other materials removed in the normal course of maintenance of the golf course and the Property as open space for public outdoor recreation if no longer used as a golf course;

(l) the right to pave or install structures necessary to provide access to the Property for persons with disabilities;

(m) in a manner consistent with all federal, state, and local statutes and regulations, the right to store and use chemicals (including herbicides, fertilizers, and other similar materials) on the Property necessary for the maintenance thereof in accordance with sound management practices, provided (i) that the same do not materially impact protected or endangered wildlife, or (ii) negatively impact water quality;

(m) the right to take such other non-prohibited actions as are consistent with the purpose of the Restriction and protection of the open-space use of the Property subject to the written approval of the Grantee, which approval shall not be unreasonably withheld;

(n) the right to post or not post all or a portion of the Property against trespassing, and

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the right to erect and maintain signs no larger than six (6) square feet on each side (front and back) identifying the owner of the Property, Grantee as holder of this Restriction, and the LWCF Program, and to provide information about the Property;

(o) so long as the same shall not prohibit or impede public access, the right to lease, license, or grant less-than-fee interests in all or any portion of the Property subject to this Restriction, for any use or activity that is permitted by this Restriction;

(p) the right to enforce this Restriction in the event that Grantee fails to do so or is unable to do so; and

(q) the right to convey portions of the Property for boundary adjustment purposes related to bona fide legal boundary disputes as determined by a court of law and subject to the provisions of Article 97 of the Constitution of the Commonwealth of Massachusetts.

5. **Access.** The public is hereby granted access to the Property, for public outdoor recreational purposes, pursuant to such rules and regulations as may be adopted by Grantor or the Foundation so long as it is the operator of the premises. Any such rules and regulations shall encourage, and not deny, the public use and access provided for herein.

6. **Costs, Liabilities, and Taxes.** Grantor shall retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of general liability insurance coverage, except to the extent any lessee or licensee assumes such responsibilities, costs, and liabilities.

6.1 **Hazardous Material.** Grantor shall hold harmless, indemnify, and defend Grantee and Grantee's members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them from and against

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all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney's fees, arising from or in any way connected with the presence or release of any hazardous material or substance of any kind or any other liability pertaining to the Property.

6.2 **Indemnification.** Grantor shall hold harmless, indemnify, and defend Grantee from any and all liabilities, injuries, losses, damages, judgments, costs, expenses of every kind, and fees, including reasonable attorney's fees actually incurred, Grantee may suffer or incur as a result of or arising out of the negligent, reckless, or tortious act or omission of Grantor, Grantor's employees, agents, guests, licensees, and invitees on the Property.

APPROVALS AND CONFIRMATIONS

7. **Acting in Good Faith.** Grantor and Grantee shall cooperate and shall act reasonably and in good faith to arrive at agreement on any matter in connection with any determinations that are reasonably necessary to be made by them (either separately or jointly) under this paragraph 7, in a manner that is consistent with the purpose of this Restriction and the protection of the conservation and recreational values of the Property.

7.1 **Grantor's Requests; Grantee's Responses.** Grantee agrees, within forty-five (45) days of receipt of Grantor's written request therefor, to confirm to Grantor whether or not, in Grantee's opinion, a particular proposed activity at or on the Property is permitted by this Restriction. Grantee agrees to evaluate Grantor's requests under this Restriction based on its good faith judgment. In the case of withholding of approval or confirmation of compliance, Grantee shall notify Grantor in writing with reasonable specificity of the reasons for withholding approval or confirmation of compliance, and the conditions, if any, on which approval or

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confirmation of compliance might otherwise be given. Failure of Grantee to deliver a written response to Grantor within such forty-five days shall be deemed to constitute written approval or confirmation of compliance by Grantee of any request submitted for approval or confirmation, provided the request is not contrary to the express restrictions hereof, and provided that Grantor's request sets forth in substance the provisions of this paragraph relating to deemed approval or confirmation of compliance after the passage of time.

7.2 **Criteria for Consideration.** In any case in which Grantor requests Grantee's approval or confirmation of compliance with respect to a particular activity, Grantor shall request such approval or confirmation in writing and shall include therewith sufficient information identifying the proposed activity and the reasons for the proposed activity with reasonable specificity. The request for approval or confirmation shall describe the nature, scope, location, timetable, and any other material aspect of the proposed activity (including, if appropriate, sketch plans or scaled drawings of the site(s) of the proposed activity) in sufficient detail to permit Grantee to evaluate such activity. The request shall also include information evidencing the consistency of such activity with the purpose of this Restriction and the conformity of such activity with the requirements of the applicable paragraphs under which approval or confirmation is requested hereunder. Grantee's approval or confirmation of compliance shall not be unreasonably withheld, and shall take into account the extent to which use of the site for the proposed activity is consistent with the purpose of this Restriction. In accordance with paragraphs 7.1 and 7.2, Grantee shall approve, conditionally approve, or withhold approval, or confirm or deny compliance, of the proposed use or activity within forty-five days of receipt of Grantor's request. If at any time Grantor's proposed activity changes or materially deviates from the information provided to Grantee, or is materially impairing the purpose of this Restriction or

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the conservation and recreational values of the Property, Grantor shall seek new approval and cease all such activities until new approval is obtained and restoration of any impairment is provided for.

7.3 **Compliance Certificates.** Upon written request by Grantor, Grantee shall within forty-five days execute and deliver to Grantor any document that may be reasonably requested by Grantor, including an estoppel certificate or compliance certificate, to certify to the best of Grantee's knowledge Grantor's compliance or non-compliance with any obligation of Grantor contained in this Restriction or otherwise to evidence the status of this Restriction. Grantor shall allow access to Grantee adequate and within a sufficient time for Grantee to make a determination sufficient to enable the execution of such certificate.

ASSIGNMENT BY GRANTEE; TRANSFERS BY GRANTOR

8. **Limitations on Assignment by Grantee.** The benefits of this Restriction shall not be assignable by Grantee, except (i) if as a condition of any assignment, Grantee requires that the purpose of this Restriction continues to be carried out; (ii) if the assignee, at the time of assignment, qualifies under Section 170(h) of the Code and M.G.L. Chapter 184, Sections 31-33, as an eligible holder to receive this Restriction directly; and (iii) if such assignment is approved in advance in writing by Grantor, which approval shall not be unreasonably withheld. Grantee agrees to provide written notice to Grantor at least sixty (60) days prior to any intended assignment of this Restriction. Any attempted assignment by Grantee of the benefits of this Restriction contrary to the terms hereof shall be invalid but shall not operate to extinguish this Restriction.

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8.1 **Backup Grantee.** If Grantee ceases to exist or is no longer able to carry out its responsibilities as Grantee hereunder, this Restriction shall be assigned to the Foundation. Any such assignment shall comply with the provisions of paragraph 8 above and with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

9. **No Extinguishment Through Merger.** Grantor and Grantee herein agree that should Grantee (including any successor to Grantee) come to own all or any portion of the fee interest in the Property, (i) Grantee shall observe and be bound by the obligations of Grantor and the restrictions imposed upon the Property by this Restriction, as provided in paragraphs 3 and 4; (ii) this Restriction shall not be extinguished, in whole or in part, through the doctrine of merger in view of the public interest in its enforcement; and (iii) Grantee as promptly as practicable shall assign the Grantee interests in this Restriction of record to another holder in conformity with the requirements of this paragraph 9. Any instrument of assignment of this Restriction or the rights conveyed herein shall refer to the provisions of this paragraph 9, and shall contain language necessary to continue it in force. Further, no deed, transfer, or assignment shall be effective if it will result in merger, until a like conservation restriction has been granted to avoid merger.

10. **Transfers by Grantor.** Grantor agrees to incorporate by reference the terms of this Restriction in any deed or other legal instrument by which Grantor transfers any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the proposed 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 Restriction or limit its enforceability in any way, nor shall such failure impair the validity of any transfer.

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AMENDMENT; EXTINGUISHMENT

11. **Limitations on Amendment.** If circumstances arise under which an amendment to or modification of this Restriction would be appropriate, subject to the provisions of P.L. 88-578 and of Article 97 of the Constitution of the Commonwealth of Massachusetts, if applicable, Grantor and Grantee may by written agreement amend this Restriction; provided that any such amendment shall be consistent with the purpose of this Restriction, shall not affect its perpetual duration, shall not permit any commercial use other than as a public golf course or other commercial use that is subordinate to and in support of the use of the Property as open space for public outdoor recreational use, and shall not permit any residential, institutional, industrial, or any other use not permitted by this Restriction on its effective date. Any such amendment shall be suitable for recording and shall be recorded in the Middlesex Registry of Deeds, Massachusetts, after all required approvals and signatures have been affixed thereto, including that of the Secretary. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

12. **Limitation on Extinguishment or Termination.** This Restriction may not be extinguished or terminated. In any case, if use of the Property as a golf course becomes impossible or impractical, the Property shall be used as open space for public outdoor recreation consistent with the purpose of this Restriction.

12.1 **Condemnation.** If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of the interests in the Property

subject to the taking , it being agreed that this Restriction is a property interest under the provisions of M.G.L. Chapter 184, Section 32, and P.L. 88-578, and all incidental or direct damages resulting from the taking. All expenses reasonably incurred by the parties to this Restriction in connection with such taking shall be paid to Grantor and Grantee out of the recovered proceeds. Grantor and Grantee shall be respectively entitled to compensation from the balance of the recovered proceeds in conformity with the provisions of state law. Any funds so received as compensation shall be used for conservation and outdoor recreational purposes.

GENERAL PROVISIONS

13. General Provisions.

13.1 **Reasonableness Standard.** Grantor and Grantee shall follow a reasonableness standard and shall use their best efforts to make any determinations that are necessary or are contemplated to be made by them (either separately or jointly) under this Restriction in a timely manner and shall cooperate with one another and shall take all other reasonable action suitable to that end.

13.2 **Controlling Law.** The interpretation and performance of this Restriction shall be governed by the laws of the Commonwealth of Massachusetts and P.L. 88-578.

13.3 **Severability; Liberal Construction.** If any provision of this Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Restriction shall not be affected thereby. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Restriction that would render the provision valid shall be favored over any interpretation that

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MAYOR'S OFFICE

would render it invalid.

13.4 **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to the Restriction and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Restriction, all of which are merged herein, except as may be required by the Board Order, the LWCF Agreement, and the Betterment Assessment. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with paragraph 11.

13.5 **Successors; Benefits and Burdens.** The covenants, terms, conditions, restrictions, benefits, and burdens of this Restriction shall be binding upon and inure to the parties hereto and their respective successors, personal representatives, heirs, and assigns, and shall continue as a servitude running in perpetuity with the Property. An owner of the Property shall only be responsible for those violations existing on the Property during such owner's ownership, and while still an owner of the Property (although notwithstanding the foregoing, a subsequent owner may also be held responsible for those violations existing during another's prior ownership of the Property unless an estoppel or compliance certificate was obtained by such subsequent owner prior to or at the time of the transfer of the Property's ownership to such subsequent owner).

13.6 **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:

City of Newton
1000 Commonwealth Ave.
Newton, MA 02459
Attn: Newton Law Department, City Solicitor

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With a copy to: Newton Commonwealth Foundation, Inc.
 c/o City of Newton Parks and Recreation Department
 70 Crescent Street
 Newton, MA 02459
 Attn: Francis J. Rice

And a copy to: Sterling Golf Management, Inc.
 191 Main Street
 Westford, MA 01886
 Attn: Kevin Osgood

And a copy to: Stephen J. Small, Esq.
 Law Office of Stephen J. Small, Esq., P.C.
 One Gateway Center, Room 305
 Newton MA 02458

To Grantee: Newton Conservators, Inc.
 P.O. Box 590011
 Newton Centre, MA 02459

or to such other address as any of the above parties from time to time shall designate by written notice to the others or that is reasonably ascertainable. Notice shall be deemed given and received as of the date of its manual delivery with a receipt of same or four days after the date of its mailing at a U.S. Post Office.

13.7 **Effective Date.** Grantor and Grantee intend that the restrictions arising hereunder take effect on the day and year this **DEED OF CONSERVATION RESTRICTION** is recorded in the Middlesex Registry of Deeds, Massachusetts, after all required signatures have been affixed hereto. This Restriction shall be timely recorded. Grantee may re-record this instrument or record any other instrument at any time as may be required to preserve its rights in this Restriction.

13.8 **Pre-existing Rights of the Public.** Approval of this Restriction pursuant to M.G.L. Chapter 184, Section 32, by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-

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MAYOR'S OFFICE

existence of pre-existing rights of the public, if any, in and to the Property, and such pre-existing rights of the public, if any, are not affected by the granting of this Restriction.

TO HAVE AND TO HOLD, the said Conservation Restriction, unto the said Grantee and its successors and assigns forever. This **DEED OF CONSERVATION RESTRICTION** may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF Grantor and Grantee have set their hands under seal on the dates set forth below, no Massachusetts deed excise stamps being affixed hereto since none are required.

**GRANTOR:
CITY OF NEWTON**

3/23/09
Date

By: David B. Cohen
Its: Mayor

COMMONWEALTH OF MASSACHUSETTS

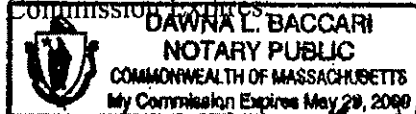
County of MIDDLESEX, ss:

On this 23 day of MARCH, 2009, before me, the undersigned notary public, personally appeared DAVID B. COHEN, proved to me through satisfactory evidence of identification which was personally known to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Dawn L. Baccari

Notary Public

My Commission Expires



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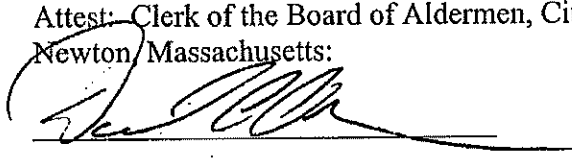
MAR 23 2009

MAYOR'S OFFICE

**APPROVAL AND ACCEPTANCE BY BOARD OF ALDERMEN
CITY OF NEWTON**

I, the undersigned Clerk of the Board of Aldermen of the City of Newton, Massachusetts, hereby attest and certify that at a meeting duly held on March 16, 2009, the Board of Aldermen voted to approve the foregoing Deed of Conservation Restriction pursuant to M.G.L. Chapter 184, Section 32.

Attest: Clerk of the Board of Aldermen, City of
Newton/Massachusetts:



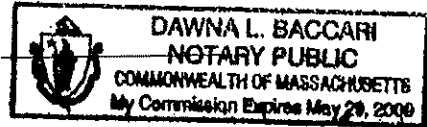
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. March 25, 2009

On this 25th day of March 2009, before me, the undersigned Clerk of the Board of Aldermen, City of Newton, proved to me through satisfactory evidence of identification, which was/were [type of evidence] MA DRIVERS LICENSE, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily, in such capacity, for its stated purpose.



Notary Public
My Commission Expires:



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MAR 23 2009

MAYOR'S OFFICE

NEWTON COMMONWEALTH
FOUNDATION, INC., as licensee

10/01/09
Date

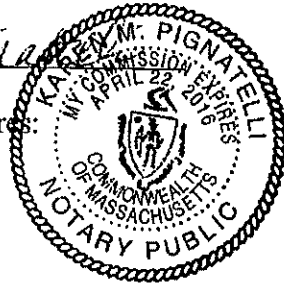
By: [Signature]
Its: Chairman

COMMONWEALTH OF MASSACHUSETTS

County of Middlesex, ss:

On this 5th day of October, 2009, before me, the undersigned notary public, personally appeared Andrew J. Rice, proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as Chairman of Newton Commonwealth Foundation, Inc.

[Signature]
Notary Public
My Commission Expires:



ACCEPTED BY GRANTEE:
NEWTON CONSERVATORS, INC.

10.26.09
Date

By: Jane E. Glendon
Its: President
Kellen A. Havel
Treasurer

COMMONWEALTH OF MASSACHUSETTS

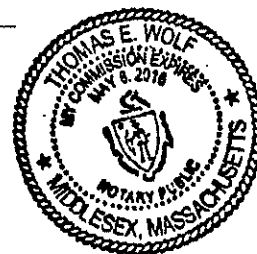
County of Middlesex, ss:

On this 26 day of OCT, 2009, before me, the undersigned notary public, personally appeared JANE E SENDEK, proved to me through satisfactory evidence of identification which was MA LICENSE to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as _____ of Newton Conservators, Inc.

Thomas E. Wolf

Notary Public
My Commission Expires:

Thomas E. Wolf
Notary Public, Middlesex, MA
My Comm. Expires May 6, 2016



**APPROVAL BY SECRETARY, EXECUTIVE OFFICE OF ENERGY
AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary, Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Deed of Conservation Restriction has been approved in the public interest pursuant to M.G.L., Chapter 184, Section 32.

Date: 12/21, 2009

Philip C. Griffiths
Secretary, Executive Office of Energy
and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

On this 21st day of December, 2009, before me, the undersigned notary public, personally appeared Philip C. Griffiths, proved to me through satisfactory evidence of identification which was personally known to me to be the person whose name is signed on the preceding or attached document, 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.

Mark Reed
Notary Public
My Commission Expires: 12/15/2011

EXHIBIT A

**CONSERVATION RESTRICTION FROM
CITY OF NEWTON
TO
NEWTON CONSERVATORS, INC.**

Legal Description

The property shown on a plan of land entitled "Plan of Land in Newton, MA Commonwealth Golf Club Conservation Restriction SCALE: 1 IN. = 120 FT. DATE: JUNE 3, 2009 DRAWN: LNS CHECK: BB PROJECT NO. 23366," prepared by EMB Everett M. Brooks Co. Surveyors & Engineers, 49 Lexington Street, West Newton, MA 02465 617-527-8750 617-332-1578 FAX, and recorded with Middlesex County Registry of Deeds on July 9, 2009, in Book 2009, Page 409, as Plan # 00000409.

EXHIBIT B

**CONSERVATION RESTRICTION FROM
CITY OF NEWTON
TO
NEWTON CONSERVATORS, INC.**

[DOCUMENTS ATTACHED: Board Order 91-80(5); LWCF Agreement]

#91-80(5)

CITY OF NEWTON

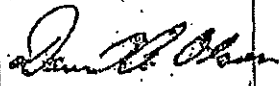
IN BOARD OF ALDERMEN

June 16, 1980

That the Board of Aldermen votes to acquire a parcel of land consisting of approximately 71 acres in Newton, formerly known as Chestnut Hill Country Club (the "Land") for such Land to be initially operated as a public golf course.

That the Board of Aldermen further states that betterments are assessed on the parcels abutting the Land (hereinafter "Abutting Parcels"):

<u>Abutting Parcel</u>	<u>Owner</u>
33 Commonwealth	Benjamin F. Gill Trust
41 Commonwealth	Boris & Barbara Kot
51 Commonwealth	Harry M. & Florence M. Shuman
53 Commonwealth	Jane M. Berman
51-53 Algonquin	George J.K. Tse
55-57 Algonquin	Morris S. & Mollie S. Finklestein
59-61 Algonquin	Rose Berlin
63-127 Algonquin (10 parcels)	Newton Commonwealth Improvement Corporation
135 Algonquin	Paula G. O'Callaghan
145 Algonquin	Albert & Elinor Stearns
149 Algonquin	Mordecai & Freda K. Shore
158 Woodchester	Thomas E. Sanders
160 Woodchester	Robert M. & Judith F. Queler
164 Woodchester	Thomas R. & Ronna J. Klein
168 Woodchester	Bernard & Beatrice L. Garber

A True Copy
 Attest

 City Clerk of Newton, Mass.

-2-

#91-80(5)
Page 2

30 Woodchester	Laszlo & Magda Tisza
36 Woodchester	Myer & Bertha Moskow
34 Woodchester	Norman H. & Charlotte R. Wolfe
35 Montrose	Harold D. Kahn
18 Philmore	Richard W. & Maryanne Green
43 Philmore	Bernard E. & Evelyn Levine
77 Kenilworth	Louis & Minna M. Segel
11 Kenilworth	Joseph Howard & Nancy F. Marglin
18 Eliot Memorial	Melvin L. & Betty Taymor
36 Magnolia	Walter K. & Marjorie Graham
31 Dorr	Justin & Evelyn Krent
4 Valley Spring	Alex & Doris D. Zimmer
12 Valley Spring	Warren & Alda Manning
18 Valley Spring	Milton M. & Betty Winer
26 Valley Spring	Ira & Betty Ruth Dyer
30 Valley Spring	John C. Doody; Carol A. Witt-Doody
40 Valley Spring	Bernard & Ruth Tofapolsky
46 Valley Spring	Burtón D. & Judith W. Lavine
50 Valley Spring	Harmon S. & Ruth N. White
218-252 Kenrick (6 parcels)	Newton Commonwealth Improvement Corporation
260 Kenrick	M.L. Dorr
264 Kenrick	F.E. Dorr
282 Kenrick	Ferdinand E. & Mary L. Dorr
294 Kenrick	Foria M. Henschel
Dodine Road Dewton Assessors Sec. 63, Blk. 1, Lot 1)	Joseph F. Hill Jr., 44 Prentice Ln. Belmont

A True Copy
Attest
[Signature]
City Clerk of Boston, Mass.

Board finds that the area including such Abutting Parcels, described on an attached plan of the area, constitutes a significant and determinable area [which] receives benefit or advantage greater than the general advantage to the community from [said] acquisition.

Board finds that acquisition of the Land confers benefits on the Abutting Parcels, including but not limited to the following:

(1) The Land, which has been subject to development risk for a significant period of time, will no longer be subject to that risk because it will be preserved from further development and freed of restraints on alienation to an alternative non-commercial recreational use as follows:

(1) The Land will be subject to a perpetual conservation restriction limiting its further development.

(2) Part of the cost of acquisition of the Land will be reimbursed from open space acquisition funds (earmarked for that purpose) provided by the federal government under the Land and Water Conservation Program (P.L. 88-578, as amended). A condition of such reimbursement is that, should the Land ever be diverted from public use for recreational use, it must be replaced with land of equal value, usefulness, quality and location.

(3) As a public park recreational area, the Land will be subject to the procedural restraints of Article 97 of the Massachusetts Constitution, requiring an affirmative vote of two-thirds of the General Court for its diversion to an alternative recreational use.

X True Copy
Attest
[Signature]
City Clerk of Nantucket, Mass.

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#91-80(5)
Page 4

The Abutting Parcels will also be benefitted by having access to Land maintained in a high degree of care, as well as having immediate physical access when the Land is not being used as a golf course.

The Board finds that such benefits are not necessarily related to the value, dimensions or specific location of the individual Abutting Parcels.

The Board further finds that an equal and uniform allocation of the burden among the benefitted parcels constitutes a fair, reasonable and rational method of allocating the part of the cost of the improvement to be recovered proportionately among those Abutting Parcels benefitted.

The Board estimates the betterments to be assessed on each Abutting Parcel to be \$4,000 per parcel, which amount constitutes each Abutting Parcel's proportionate share of the cost of the improvement of the Land.

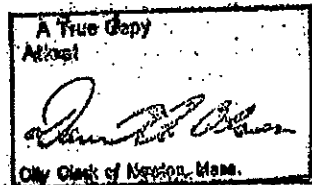
Under Suspension of Rules
Readings Waived & Adopted
20 Yeas 4 Absent (Ald.
Carmichael, Gentile, Daley
& Miller)

Edward G. English
(Sgd) EDWARD G. ENGLISH City Clerk

EXECUTIVE DEPARTMENT

The above measure, not having been approved or vetoed by His Honor the Mayor within ten days after having been presented to him, is considered adopted and in full force and effect in accordance with Sec. 3-8 of the City Charter.

June 27, 1980.



UNITED STATES DEPARTMENT OF THE INTERIOR
 Heritage Conservation and Recreation Service
 Land and Water Conservation Fund Project Agreement

State	Massachusetts	Project Number	25-00 <u>292</u>
Project Title	Chestnut Hill Golf Course		
Project Period	Date of Approval	Project Stage	Entire Stage
	12/31/83	Covered by this Agreement	

Project Scope (Description of Project)

This project will consist of the acquisition of 71.8+ acres of land located in the City of Newton, County of Middlesex by negotiated purchase.

Project Cost		The following are hereby incorporated into this agreement:
Total Cost	\$ 250,000	
Fund Support not to exceed 50% Fund Amount	\$ 125,000	
Cost of this Stage Assistance this Stage	\$ 250,000 \$ 125,000	
HCRS 8-92		1. General Provisions (HCRS Manual)
		2. Project Application and Attachments.
		3. _____
		4. POSTED
		Date <u>4-7-80</u>
		By <u>[Signature]</u>

25-00292

The United States of America, represented by the Director, Heritage Conservation and Recreation Service, United States Department of the Interior, and the State named above (hereinafter referred to as the State), mutually agree to perform this agreement in accordance with the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964), the provisions and conditions of the Heritage Conservation and Recreation Service Manual (Grants-in-Aid Series), and with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, and assurances attached hereto or retained by the State and hereby made a part hereof.

The United States hereby promises, in consideration of the promises made by the State herein, to obligate to the State the amount of money referred to above, and to tender to the State that portion of the obligation which is required to pay the United States' share of the costs of the above project stage, based upon the above percentage of assistance. The State hereby promises, in consideration of the promises made by the United States herein, to execute the project described above in accordance with the terms of this agreement.

The following special project terms and conditions were added to this agreement before it was signed by the parties hereto:

In witness whereof, the parties hereto have executed this agreement as of the date entered below.

THE UNITED STATES OF AMERICA
BY Ellen Dayton
(Signature)

STATE
Massachusetts
William T. Hicks
BY (Signature)

Heritage Conservation and
Recreation Service
United States Department
of the Interior

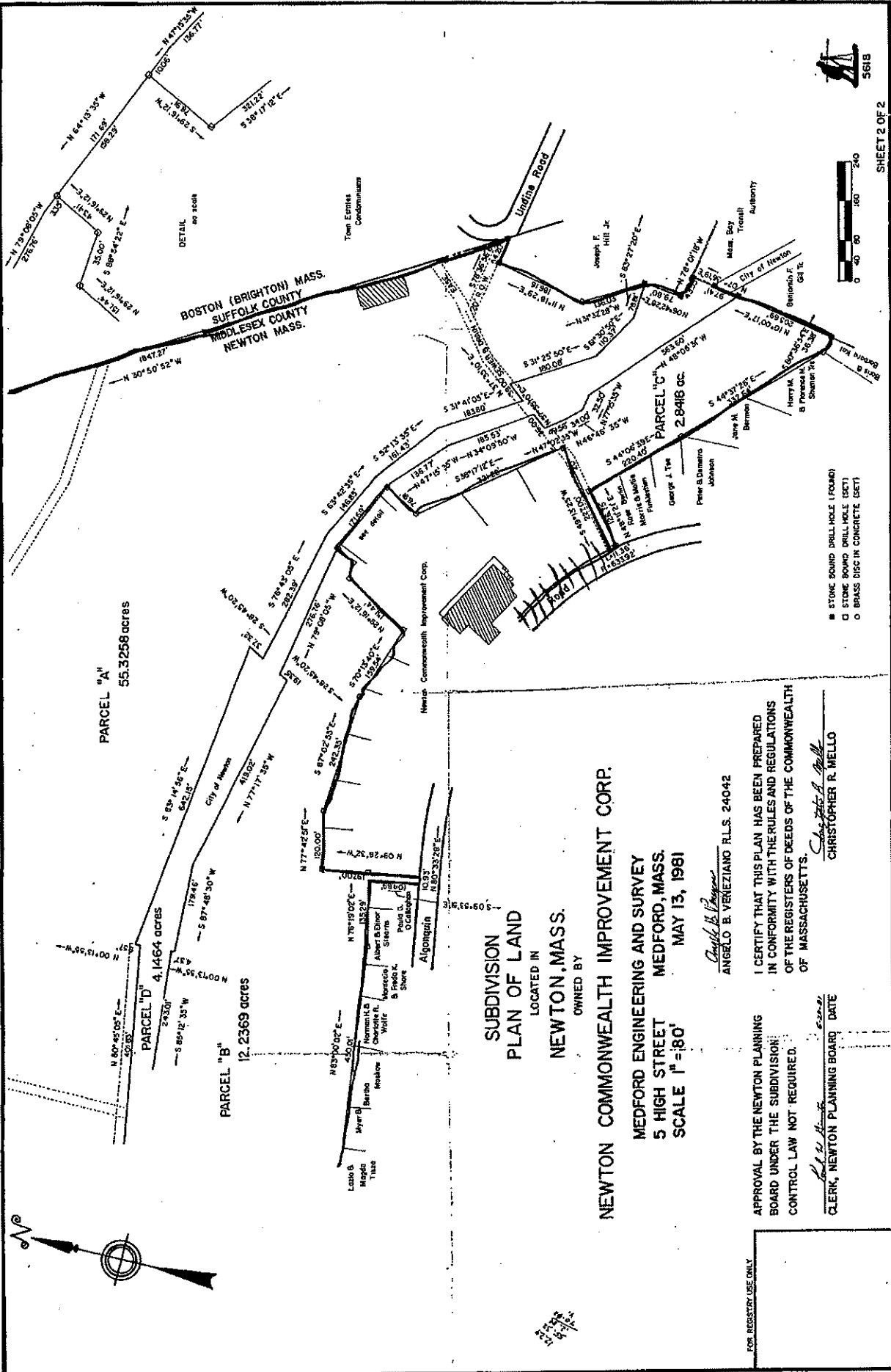
John A. Bewick
(Name)
State Liaison Officer
(Title)

Date March 28, 1980

INT 4770-78
FORM 10-78



25-06292



SHEET 2 OF 2

**SUBDIVISION
PLAN OF LAND
LOCATED IN
NEWTON, MASS.
OWNED BY**

**NEWTON COMMONWEALTH IMPROVEMENT CORP.
MEDFORD ENGINEERING AND SURVEY
5 HIGH STREET MEDFORD, MASS.
SCALE 1" = 80'
MAY 13, 1981**

Angelo B. Veneziano
ANGELO B. VENEZIANO R.L.S. 24042

APPROVAL BY THE NEWTON PLANNING BOARD UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED.

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.

Christopher R. Mello
CHRISTOPHER R. MELLO

FOR REGISTRY USE ONLY	CLERK, NEWTON PLANNING BOARD	DATE

- STONE BOUND DRILL HOLE (FOUND)
- STONE BOUND DRILL HOLE (SET)
- BRASS DISC IN CONCRETE (SET)