

***Town of Weymouth
Massachusetts***

Robert L. Hedlund
Mayor

75 Middle Street
Weymouth, MA 02189



Office: 781.340.5012
Fax: 781.335.8184

TTY: 781.331.5124

MEMORANDUM

TO: TOWN COUNCIL
FROM: ROBERT L. HEDLUND, MAYOR
RE: APPROVAL OF A CONSERVATION RESTRICTION ON A PORTION
OF A PARCEL OF LAND LOCATED AT 790 COMMERCIAL STREET
DATE: JULY 12, 2018

I hereby submit the following measure to Town Council for its consideration and action:

“That the Town Council, pursuant to Section 32 of Chapter 184 of the General Laws of Massachusetts, approve the Conservation Restriction granted from the Town of Weymouth to the Weymouth-Braintree Regional Recreation Conservation District in the public interest on a 17.8-acre portion of a 23.39-acre parcel of land identified on the Town Atlas as 790 Commercial Street, Block 184, Lot 1, and with said Conservation Restriction identified by reference number 16534, as assigned by the Executive Office of Energy and Environmental Affairs’ Division of Conservation Services.”

I request 2-9(b) same-night action on this measure.

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MEMORANDUM

TO: ROBERT HEDLUND, MAYOR
CC:
FROM: NICHOLAS BULENS, ADMIN. SERVICES COORDINATOR
RE: Measure to approve Conservation Restriction, Reference Number 16534, for 790 Commercial Street, Block 184, Lot 1.
DATE: July 12, 2018

The proposed measure will approve the granting of a Conservation Restriction¹ from the Town of Weymouth to the Weymouth-Braintree Regional Recreation Conservation District, pursuant to MGL c. 184, §32. This CR is granted for a 17.8-acre portion of a 23.39-acre parcel of land identified on the Town Atlas as 790 Commercial Street, Block 184, Lot 1 (hereinafter the "Premises").

The Premises were acquired by the Town in 2011 with local Community Preservation funds. Section 12a of the Community Preservation Act (CPA) requires that a permanent restriction be placed on any real property interest acquired using Community Preservation funds to ensure that the property continues to be used for the applicable CPA purpose. In addition, the Massachusetts Parkland Acquisitions and Renovations for Community (PARC) Grant Program requires that any community benefiting from a PARC grant have all its CPA-required restrictions approved by the EEA prior to final reimbursement of grant funds.²

To comply with Section 12a of the CPA and the PARC Grant Program, the Town is required to grant a permanent CR for the Premises to a separate governmental organization or qualified

¹ Restrictions are legal agreements that place limitations on the use of a property. These restrictions apply to all future owners of the property. Conservation Restrictions (CR) are a specific type of restriction that generally used to promote outdoor recreational pursuits, which take place on open land in a relatively natural state.

² In FY17, the Town received a \$400,000 PARC grant to renovate the grounds of the Emery Estate and convert the property into passive-recreational public space known as King Oak Hill Park.

third party, such as a nonprofit land trust or a similar organization. This requirement will be satisfied when the CR is approved by the Town Council, signed by the Secretary of the Executive of Energy and Environmental Affairs (EEA), and recorded at the Registry of Deeds.

SUMMARY OF CR

This CR has been reviewed and approved for local signatures by the EEA's Division of Conservation Services. It grants a permanent restriction to the Weymouth-Braintree Regional Recreation Conservation District (hereinafter the "Grantee"), who has already accepted the agreement.

The CR encompasses a 17.8-acre portion of the 23.39-acre parcel of land (see Exhibit B of the CR for a copy of the recorded plan of the Premises). The conservation values protected by this CR include open space protection and public access. The Town reserves the rights under this CR to conduct or permit the following activities and uses, provided they do not impair the conservation values or purposes of the CR:

- Vegetation Management
- Wildlife Habitat Improvement
- Archaeological Investigations
- Trails
- Signs
- Outdoor Passive Recreational Activities (non-motorized)
- Motorized Vehicle Usage (maintenance use only)
- Irrigation
- Public Access Structures – Usage, Maintenance, Repair, and Replacement
 - Minor Education and Recreational Structures (kiosks, benches, etc.)
 - Parking Lot (not to exceed 22,000 square feet)
 - Driveway (includes sidewalks, raised crosswalks, hammerhead turnaround, and drop-off circle – not to exceed 40,000 square feet)
 - Drainage Structures
 - Other Minor Structures (bike rack, lamp posts, vehicle gate, etc.)
- Existing Structures – Usage, Maintenance, Repair, and Replacement
 - Restroom Building (not to exceed a footprint of 800 square feet)
 - Pavilion (not to exceed a footprint of 3,500 square feet)
 - Garage (not to exceed a footprint of 600 square feet)

This CR was written to form, based on the EEA's Model Restriction. All rights reserved to the Town are consistent with the Premises' PARC Grant renovations.



The Commonwealth of Massachusetts
Executive Office of Energy and Environmental Affairs
100 Cambridge Street, Suite 900
Boston, MA 02114

Charles D. Baker
GOVERNOR

Karyn E. Polito
LIEUTENANT GOVERNOR

Matthew A. Beaton
SECRETARY

Tel: (617) 626-1000
Fax: (617) 626-1181
<http://www.mass.gov/eca>

June 15, 2018

Nicholas Bulens
75 Middle Street
Weymouth, MA 02189-

Re: Draft Conservation Restriction Approved

CR Reference No.: 16534

CR Number: WEYMOUTH #008

CR Address: 790 Commercial Street

Town: WEYMOUTH

Dear Nicholas:

Please find attached to this email, a copy of the approved draft. **DO NOT MAKE ANY SUBSTANTIVE CHANGES TO THIS APPROVED DRAFT WITHOUT INFORMING US.** Minor changes such as formatting or to correct typos or misspellings do not require notification.

Please proceed with obtaining local signatures and those of the grantor and grantee. Once obtained, please return one fully executed CR to me (you may keep the original signature pages and provide copies), along with a pre-paid label for return mailing, for final legal review and approval, after which the CR will be left with the Secretary for his final approval and signature. You may want to advise the parties that small changes may need to be made during the final review process (typos, missing words) but no substantive changes will be made without informing the parties and obtaining their assent/adoption of the changes. We cannot guarantee a specific timeline for this final review process.

I look forward to finalizing this. Please remember to use to our internal CR Reference Number and CR Number in all correspondence or inquiries.

Sincerely,
John Gioia
Conservation Restriction Reviewer
Executive Office of Energy and Environmental Affairs
Division of Conservation Services
100 Cambridge Street, Suite 900
Boston, MA 02114
Phone: (617) 626-1138

GRANTOR: Town of Weymouth

GRANTEE: Weymouth-Braintree Regional Recreation Conservation District

ADDRESS OF PREMISES: 790 Commercial Street, Weymouth, MA

FOR GRANTOR'S TITLE SEE: Norfolk County Registry District of the Land Court Document No. 1231226 and Registry of Deeds Book 29014, Page 503;

CONSERVATION RESTRICTION

TOWN OF WEYMOUTH, a municipal corporation of Norfolk County Massachusetts with an address of 75 Middle Street, Weymouth, Massachusetts, acting by and through its duly elected Mayor, as authorized by its charter and ordinances, being the sole owner, constituting all of the owner, for its successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grant with QUITCLAIM COVENANTS to Weymouth-Braintree Regional Recreation Conservation District and its permitted successor and assigns ("Grantee"), having its principal office at 470 Liberty Street, Braintree, Massachusetts, for less than one hundred dollars, IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on a 17.8-acre portion of a 23.39-acre parcel of land located in the Town of Weymouth at 790 Commercial Street, ("Premises"), which Premises is more particularly described in Exhibit A and shown in the attached sketch plan in Exhibit B, both of which are incorporated herein and attached hereto.

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 purpose of this Conservation Restriction is to assure that the Premises will be maintained in perpetuity for conservation and passive recreation purposes in a natural, scenic, and undeveloped condition, and to prevent any use or change that would materially impair or interfere with its conservation and preservation values ("conservation values").

The Premises was acquired using M.G.L. c. 44B Community Preservation Act funds, and a copy of the Town Council Vote authorizing the use of such funds for such purpose is attached hereto as Exhibit C.

The Premises was renovated using, in part, the Parkland Acquisitions and Renovations for Communities Grant Program (hereinafter, the "PARC Grant"), as authorized by St. 1977 Chapter

933, such PARC Grant subject to a Project Agreement (hereinafter the PARC Project Agreement) recorded at the Norfolk County Land Court as Document #1,400,864, a copy of which is attached hereto as Exhibit D.

The conservation values include the following:

The protected recreational uses and values and the public benefits resulting from the protection of the Premises in the manner provided in this Conservation Restriction include the following, without limitations:

- Open Space Protection. The Premises provide and significantly contributes to the protection of the scenic, outdoor educational, recreational and natural character of open space thereby increasing the ecological viability and scenic values of the area and the protection of the Premises will enhance the open-space value of these and nearby lands.
- Public Access. Public access to the Premises will be allowed for passive outdoor recreation, education, and nature study. The Premises, totaling 17.8 acres, will permanently conserve trails and provide access for recreational opportunities to the public.

These and other conservation values of the Premises, as well as its current uses and state of improvement, are described in a Baseline Documentation Report (“Baseline Report”) prepared by Grantee with the cooperation of the Grantor, consisting of maps, photographs, and other documents and on file with the Grantee and referenced herein. The Baseline Report (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, (ii) is intended to fully comply with applicable Treasury Regulations, and (iii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant other than the Baseline Report, should the Baseline Report be unavailable or if it does not adequately address the issues presented.

II. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED USES

A. Prohibited Acts and Uses

Subject to the exceptions set forth herein, the Grantor will not perform or allow others to perform the following acts and uses that are prohibited on, above, and below the Premises:

- (1) Constructing, placing, or allowing to remain any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, sign, fence, billboard, or other advertising display, antenna, utility pole, tower, solar panel, solar array, conduit, line, or other temporary or permanent structure or facility on, above, or under the Premises;

- (2) Mining, excavating, dredging, or removing from the Premises of soil, loam, peat, gravel, sand, rock, or other mineral resource or natural deposit or otherwise making topographical changes to the area;
- (3) Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree, and other vegetation cuttings generated off-site, waste or other substance or material whatsoever or the installation of underground storage tanks;
- (4) Cutting, removing, or otherwise destroying trees, grasses, or other vegetation;
- (5) Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, wildlife habitat, or archaeological conservation;
- (6) Use, parking, or storage of vehicles including motorcycles, mopeds, all-terrain vehicles, trail bikes, or any other motorized vehicles on the Premises except for vehicles necessary for public safety, such as fire, police, ambulance, other government officials, in carrying out their official duties or as necessary for the mobility impaired;
- (7) Subdivision or conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises, as compared to conveyance of the Premises in its entirety which shall be permitted, and no portion of the Premises may be used towards building or development requirements on this or any other parcel;
- (8) The use of the Premises for business, residential, or industrial use, or for more than *de minimis* commercial recreation;
- (9) Any hunting on the premises.
- (10) Any other use of the Premises or activity which is inconsistent with the purpose of this Conservation Restriction or which would impair its conservation values.

B. Reserved Rights and Exceptions

The Grantor reserves the right to conduct or permit the following activities and uses on the Premises, but only if such uses and activities do not impair the conservation values or purposes of this Conservation Restriction.

- (1) Non-native or nuisance species. The removal of non-native or invasive species, the interplanting of native species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
- (2) Composting. The stockpiling and composting of stumps, trees, brush, limbs, and similar biodegradable materials originating on the Premises, provided that such stockpiling and composting is in locations where the presence of such activities will not impair the conservation values, including scenic values, of this Conservation Restriction. No such

activities will take place closer than one hundred (100) feet from any wetland, waterbody, or stream. All exercise of this reserved right shall take into account sensitive areas and avoid harm to nesting species during nesting season;

- (3) Wildlife Habitat Improvement. With the prior written permission of Grantee, measures designed to restore native biotic communities, or to maintain, enhance, or restore wildlife, wildlife habitat, or rare or endangered species including selective planting of native trees, shrubs, and plant species.
- (4) Archaeological Investigations. The conduct of archaeological activities, including without limitation survey, excavation, and artifact retrieval, following submission of an archaeological field investigation plan and its approval in writing by Grantee and the State Archaeologist of the Massachusetts Historical Commission or appropriate successor official.
- (5) Trails. The marking, clearing, and maintenance of existing footpaths as shown in the Baseline Report. With prior approval of the Grantee, the construction of new trails or the relocation or alteration of existing trails, provided that any construction, relocation, or alteration results in trails that are no wider than eight (8) feet, and the use, maintenance, repair, and replacement of the hard-surfaced 'Loop Walkway', such Loop Walkway's initially proposed location shown on Exhibit E and described on Exhibit E in the 'Loop Walkway Layout' table and with minor modifications to the Loop Walkway's final location shown in the Baseline Report, and such Loop Walkway described in the PARC Project Agreement;
- (6) Signs. The erection, maintenance, and replacement of signs with respect to trespass, trail access, identity, and address of the occupants, sale of the Premises, the Grantee's interest in the Premises, any gift, grant, or other applicable source of support for the conservation of the Premises, and the protected conservation values;
- (7) Outdoor Recreational Activities. Hiking, picnicking, horseback riding, cross-country skiing, and other non-motorized outdoor recreational activities that do not materially alter the landscape, do not degrade environmental quality, and do not involve more than minimal use for commercial recreational activities.
- (8) Site Restoration. Any work undertaken in conjunction with the Reserved Rights described in this Paragraph B shall seek to minimize disturbance to the Conservation Values and other natural features within the Premises that may be impacted as a result of exercising of any of the Reserved Rights described herein. Upon completion of any site work performed in conjunction with the Reserved Rights described in this Paragraph B, any disturbed areas shall be restored substantially to the conditions with respect to soil material, grade, and vegetated ground cover as documented in the Baseline Report, as applicable, or in conformance with the conditions with respect to soil material, grade, and vegetated ground cover that existed prior to said work, if said work is done in any area not documented in the Baseline Report.

- (9) Permits, Regulations, Laws. The exercise of any right reserved by Grantor under this Paragraph B shall be in compliance with zoning, the Wetlands Protection Act, and all other applicable federal, state, and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit should be issued.
- (10) Public Access Structures. Minor structures and other improvements as described in the PARC Project Agreement, for the purposes of improving opportunities for passive outdoor recreation may be constructed and maintained, provided that said structures will not impair the conservation values of this Conservation Restriction described herein in Section I, “Purposes”, above. The construction of any public access structures not described in the PARC Project Agreement or not shown on Sheets L-1 and L-2 of the BID Documents dated August 30th 2017 kept on file at the offices of the Grantor (hereinafter the “Layout Plan”), such sheets attached hereto as Exhibit E, but permitted herein, shall require the prior approval of the Grantee. These public access structures may include only the following:
- a. Minor Educational and Recreational Structures: The construction, maintenance, repair and replacement of minor structures for use by the public for educational and passive recreational purposes, including but not limited to interpretive signs, kiosks, commemorative plaques, and benches;
 - b. Parking Lot: The construction, use, maintenance, and repair of one (1) paved parking lot, not to exceed an area of 22,000 square feet, or a capacity of 90 vehicles, to be located in the approximate location abutting Emery Lane as shown in the Baseline Report and in Exhibit E;
 - c. Driveway: The construction, use, maintenance, and repair of one (1) paved driveway, including sidewalks, raised pedestrian crosswalks, hammerhead turnaround, and drop-off circle, not to exceed an area of 40,000 square feet, to be located in the approximate location abutting Emery Lane as shown in the Baseline Report and in Exhibit E;
 - d. Drainage Structures: The construction, maintenance, repair and replacement of stormwater infiltration and substrate drainage structures to capture surface runoff, to be located in the approximate location shown in the Baseline Report and in Exhibit E;
 - e. Other Minor Structures: The installation, maintenance, repair and replacement of a reasonable number of lamp posts and fixtures for pedestrian and/or vehicle safety, surveillance cameras and one (1) vehicular gate for site security, and bicycle racks, with or without shelter, for bicyclist accommodations.
- (11) Motorized Vehicle Usage. Use of motorized vehicles solely for the purposes of property maintenance, monitoring and enforcement activities pursuant to the Conservation Restriction, and to exercise other reserved rights described in Paragraph II(B), provided

that under no circumstances shall motorized vehicles be permitted for recreational activities;

- (12) Vegetation Management. The selective minimal removing of brush, pruning, and cutting to prevent, control, or remove hazards, disease, insect, or fire damage, or to preserve the present condition of the Premises, including vistas as documented in the Baseline Report, woods roads, fence lines, trails, and meadows, and the mowing of open fields to maintain their extent as shown in the Baseline Report;
- (13) Irrigation. The installation, maintenance, repair and replacement of a sprinkler irrigation system ("Irrigation System") for irrigation of areas only on the Premises. The installation of the Irrigation System shall require the Grantee's prior approval;
- (14) Best Management Practices. The exercise of any right reserved by Grantor under this Paragraph B shall follow, when available and if applicable, established, up to date, and regionally-applicable Best Management Practices or similar standards developed by a governmental agency or other entity with known expertise in the area of practice and designed to protect the natural features potentially affected by the actions.

C. Existing Structures

Within the Premises there are three (3) Existing Structures shown on Sheet L-2 of Exhibit E as "Restroom Building," "Pavilion," and "Garage," that the Grantor and Grantee agree may remain on the Premises, and for which the Grantor reserves the right to conduct or permit the following activities and uses in addition to the Reserved Rights described in Paragraph II(B) and otherwise subject to this Conservation Restriction:

- 1. The right to use, maintain, repair, and replace the existing Restroom Building, as documented in the Baseline Report, with current footprint of approximately 550 square feet, provided that any replacement structure shall receive prior approval of the Grantee, shall be located in the same location as the Restroom Building and shall not exceed a footprint of 800 square feet, and further provided that there shall be no more than one (1) utility or miscellaneous structure, as defined by 780 CMR 312.0, at any one time in the location of this Restroom Building;
- 2. The right to use, maintain, repair, and replace the existing Garage, as documented in the Baseline Report, with current dimensions of approximately 600 square feet of space, provided that any replacement structure shall receive prior approval of the Grantee, shall be located in the same location as the Garage, and shall not exceed a footprint of 600 square feet, and further provided that there shall be no more than one (1) utility or miscellaneous structure, as defined by 780 CMR 312.0, at any one time in the location of this Garage;
- 3. The right to use, maintain, repair, and replace the existing Pavilion, as documented in the Baseline Report, with current dimensions of approximately 3,200 square feet of space, provided that any replacement structure shall receive prior approval of the Grantee, shall

be located in the same location as the existing Pavilion, and shall not exceed a footprint of 3,500 square feet, and further provided that there shall be no more than one (1) utility or miscellaneous structure, as defined by 780 CMR 312.0, at any one time in the location of this Pavilion; and

4. The right to use, maintain, improve, replace, or relocate the existing water, sewer, and electrical delivery systems (hereinafter "Improvements") within the Premises that serve the Existing Structures described in this Section C, but not to re-locate Improvements unless a qualified professional determines that the current locations of such Improvements are no longer feasible, such a finding not to consider financial feasibility, and the Grantee approves of any such Improvement to be re-located, and provided that any of these improvements serves only the Existing Structures described in this Section C.

D. Notice and Approval.

Whenever notice to or approval by Grantee is required, Grantor shall notify Grantee, by a method requiring proof of receipt, in writing not less than 60 days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within 60 days of receipt of Grantor's request. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not impair the purposes of this Conservation Restriction.

Subject to any applicable law or regulation, failure of Grantee to respond in writing within 60 days shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after 60 days in the notice, the requested activity is not prohibited herein, and the activity will not impair the conservation values or purposes of this Conservation Restriction.

III. LEGAL REMEDIES OF THE GRANTEE

A. Legal and Injunctive Relief.

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

Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses, including reasonable counsel fees, incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate, or correct any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey and to have the boundaries permanently marked.

B. Non-Waiver.

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

C. Disclaimer of Liability

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

D. Acts Beyond the Grantor's Control

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

IV. ACCESS

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

The Grantor agrees to take no action to prohibit or discourage access to and use of the Premises by the general public, but only for use and only as described in Section II(B)(7) provided that such agreement by Grantor is subject to the Grantor's reserved right to establish reasonable rules,

regulations, and restrictions on such permitted recreational use by the general public for the protection of the purposes and conservation values of this Conservation Restriction. Grantor has the right to control, limit, or prohibit by posting and other reasonable means activities or uses of the Premises not authorized in Section II(B)(8). The Grantor's right to grant public access across the Premises is subject to the restrictions described in this Conservation Restriction. Any public use which is permitted by the terms of this Conservation Restriction constitutes permission to use the Premises for purposes described in the Massachusetts General Laws Chapter 21, Section 17C and the Grantor and Grantee hereto benefit from exculpation from liability to the extent provided in such section. The Grantee may require the Grantor to post the Premises against any use that may result in rutting or erosion or other damage to the natural resources of the Premises.

V. EXTINGUISHMENT

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

B. Proceeds. Grantor and Grantee agree that the donation of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction bears to the value of the unrestricted property, determined by the assessed value of the Premises at the time of the gift. Such proportionate value of the Grantee's property right shall remain constant. Any proceeds will be distributed only after complying with the terms of any gift, grant, or other funding requirements including Community Preservation Act requirements and Parkland Acquisitions and Renovations for Communities Grant Program requirements.

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

VI. DURATION & ASSIGNABILITY

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

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

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

As a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out; that the Assignee is not an owner of the fee in the Property, and the Assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts. Any assignment will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VII. SUBSEQUENT TRANSFERS

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

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

VIII. ESTOPPEL CERTIFICATES

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

IX. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction to a non-fee owner that is qualified under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts in order to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

X. AMENDMENT

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

XI. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and it has been recorded in a timely manner in the Norfolk County Registry of Deeds.

XII. NOTICES

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

To Grantor: Mayor
Town of Weymouth

75 Middle Street
Weymouth, MA 02189

With a copy to: Planning Director
Town of Weymouth
75 Middle Street
Weymouth, MA 02189

To Grantee: Weymouth-Braintree Regional Recreation Conservation District
470 Liberty Street
Braintree, MA 02184

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

XIII. GENERAL PROVISIONS

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

B. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purposes of Chapter 184, Sections 31, 32, and 33 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

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

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

XIV. MISCELLANEOUS

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

B. Subordination. The Grantor attests that there is no mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement, or any other agreement which gives rise to a surety interest affecting the Premises.

C. Attached hereto and incorporated herein by reference are the following:

Signature pages:

Grantor

Grantee Acceptance

Approval of Town Council

Approval of the Secretary of Energy and Environmental Affairs.

Exhibits:

Exhibit A: Legal Description of Premises

Exhibit B: Copy of Recorded Plan of Premises

Exhibit C: Council Votes Authorizing the Use of CPA Funds to Acquire and Renovate the
Premises

Exhibit D: Copy of Recorded PARC Project Agreement

Exhibit E: Site Layout and Materials Plan

Exhibit F: Corporate Authority


I, Robert L. Hedlund, duly elected Mayor of the Town of Weymouth, Massachusetts, on this 21st day of June, 2018, as authorized by the Town charter and ordinances, hereby grant the foregoing Conservation Restriction to the Weymouth Braintree Regional Recreation Conservation District.


Robert L. Hedlund, Mayor

COMMONWEALTH OF MASSACHUSETTS


Norfolk, ss:

On this 21st day of June, 2018, before me, the undersigned notary public, personally appeared Robert L. Hedlund, and proved to me through satisfactory evidence of identification which were MA Drivers License, to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.


Kathleen A. Deree

Notary Public
My Commission Expires:

Approved as to Form:


Joseph Callanan, Town Solicitor



KATHLEEN A. DERE
Notary Public
Commonwealth of Massachusetts
My Commission Expires Jan. 18, 2019

ACCEPTANCE OF GRANT

This Conservation Restriction from the Town of Weymouth, acting by and through its duly elected Mayor, was accepted by the Weymouth Braintree Regional Recreation Conservation District on this 21 day of June, 2018.

By: Robert E. McConnell

Its: Chairperson, duly authorized
See Corporate Authority, attached hereto as
Exhibit F.

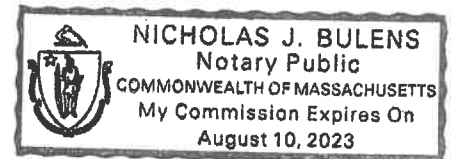
COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss:

On this 21 day of June, 2018, before me, the undersigned notary public, personally appeared Robert E. McConnell, and proved to me through satisfactory evidence of identification which were MA Driver's License to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Nicholas J. Bulens
Notary Public

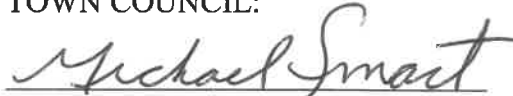
My Commission Expires:



APPROVAL OF TOWN COUNCIL

We, the undersigned, being a majority of the Town Council of the Town of Weymouth, hereby certify that at a public meeting duly held on July 30th, 2018, the Town Council voted to approve the foregoing Conservation Restriction from the Town of Weymouth to Weymouth Braintree Regional Recreation Conservation District in the public interest pursuant to Section 32 of Chapter 184 of the General Laws of Massachusetts.

TOWN COUNCIL:



Michael Smart, President



Arthur Mathews, Vice President



Kenneth DiFazio, Councilor



Jane Hackett, Councilor

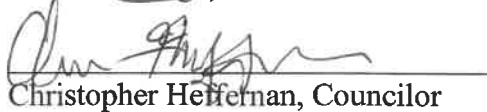


Fred Happel, Councilor

Ed Harrington, Councilor

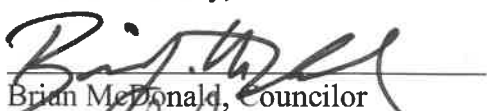


Rebecca Haugh, Councilor

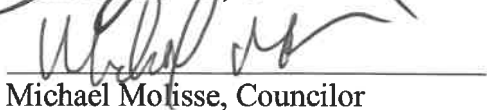


Christopher Heffernan, Councilor

Thomas J. Lacey, Councilor



Brian McDonald, Councilor



Michael Molisse, Councilor

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss:

On this 30th day of July, 2018, before me, the undersigned notary public, personally appeared

Michael Smart

Arthur Mathews

Kenneth DiFazio

Jane Hackett

Fred Happel

Rebecca Haugh

Christopher Hefternan

Brian McDonald

Michael Molisse

N/A

N/A,

being members of the Town Council of the Town of Weymouth, to me personally known to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Kathleen A. Deree

Notary Public

My Commission Expires:



KATHLEEN A. DEREE
Notary Public
Commonwealth of Massachusetts
My Commission Expires Jan. 18, 2019

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

The undersigned, Secretary of Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from the Town of Weymouth to Weymouth Braintree Regional Recreation Conservation District has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: _____, 2018

MATTHEW A. BEATON
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared MATTHEW A. BEATON, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

EXHIBIT A

Description of the Premises

The Premises subject to this Conservation Restriction is the entirety of a certain parcel of land shown as LOT 1 on a plan entitled “PROPOSED PARK AND RECREATION LAND DESIGNATION PLAN KING OAK HILL PARK 790 COMMERCIAL ST, WEYMOUTH MA” drawn by Department of Public Works Engineering Division Town of Weymouth, dated March 28, 2018 containing ± 17.79 Acres, and recorded at the Norfolk Registry District of the Land Court as Plan #1984-1547, a reduced copy of which is attached hereto as Exhibit B.

Street Address: 790 Commercial Street, Weymouth, Norfolk County, Massachusetts

KING OAK HILL PARK LOT 1

Beginning at a concrete bound with a drill hole at the southeast corner of Emery Lane where it meets Commercial St; thence continuing,

S 26° 03' 14" W	five and twenty five hundredths feet (5.25') to a point; thence turning and running,
S 58° 45' 06" E	three and ninety eight hundredths feet (3.98') to a point; thence turning and running,
S 87° 26' 14" W	along commercial street forty four and fifty eight hundredths feet (44.58') to a point; thence turning and running,
N 03° 04' 54" E	fifty eight and eighty two hundredths (58.82') to a point; thence turning and running,
N 07° 30' 56" W	one hundred seventy three and four tenths feet (173.40') to a point; thence turning and running,
S 80° 44' 43" W	along a stone wall seventy five feet (75.00') to a point; thence turning and running,
N 19° 30' 28" W	one hundred seventy eight and fifty two hundredths feet (178.52') to a concrete bound with a drill hole; thence turning and running,
S 66° 10' 29" W	one hundred fifty eight and nine tenths feet (158.90') to a point; thence turning and running,
N 15° 15' 51" W	forty six and two hundredths feet (46.02') to a point; thence turning and running,

N 16° 10' 59" W	sixty seven and eighty seven hundredths feet (67.87') to a point; thence turning and running,
N 14° 46' 09" W	forty one and seventy one hundredths feet (41.71') to a point; thence turning and running,
N 15° 49' 48" W	fifty seven and two hundredths feet (57.02') to a point; thence turning and running,
N 19° 58' 43" W	forty two and forty two hundredths feet (42.42') to a concrete bound with a drill hole; thence turning and running,
N 31° 54' 36" W	three hundred six and twenty five hundredths feet (306.25') to a point; thence turning and running,
S 57° 27' 10" W	two hundred and thirty feet (230.00') to a point; thence turning and running,
N 32° 32' 50" W	four hundred eighty one and eleven hundredths feet (481.11') to a point; thence turning and running,
S 57° 27' 10" W	ninety five and seven tenths feet (95.70') to a stone bound with a drill hole; thence turning and running,
N 35° 16' 26" W	one hundred forty three and sixty seven hundredths feet (143.67') to a concrete bound with a drill hole; thence turning and running,
S 54° 32' 37" W	forty feet (40.00') to a concrete bound with drill hole; thence turning and running,
N 26° 05' 22" W	ninety one and forty nine hundredths feet (91.49') to a point; thence turning and running,
N 28° 21' 38" W	ninety one and forty eight hundredths feet (91.48') to a point; thence turning and running,
N 23° 10' 47" W	eighty and eighteen hundredths feet (80.18') to a point; thence turning and running,
N 30° 57' 03" W	ninety two and fifteen hundredths feet (92.15') to a point; thence turning and running,
N 33° 29' 31" E	one hundred fifteen and fifty six hundredths feet (115.56') to a concrete bound with a drill hole; thence running,

EASTERLY	along a curve to the left having a radius of two thousand one hundred twenty feet (2120.00') and an arc length of one hundred ninety five and six tenths feet (195.60') to a point of tangent; thence running,
N 84° 54' 47" E	one hundred thirteen feet (113.00') to a point; thence running,
N 05° 05' 13" W	forty feet (40.00') to a point; thence turning and running,
N 84° 54' 47" E	two hundred twenty three and two tenths feet (223.20') to a point; thence turning and running,
S 88° 02' 34" E	ninety six and four tenths feet (96.40') to a point; thence turning and running,
S 05° 01' 16" W	twenty eight and sixty two hundredths feet (28.62') to a point; thence turning and running,
S 84° 54' 47" W	eighty six and thirty six hundredths feet (86.36') to a point; thence turning and running,
S 34° 39' 36" E	one hundred fifty two and seventy eight hundredths feet (152.78') to a point; thence turning and running,
N 55° 20' 24" E	ninety three and thirty three hundredths feet (93.33') to a point; thence turning and running,
S 34° 39' 36" E	seventy three and twenty one hundredths feet (73.21') to a point; thence turning and running,
S 55° 20' 24" W	forty six and sixty seven hundredths feet (46.67') to a point; thence turning and running,
S 34° 39' 36" E	five hundred feet (500.00') to a point; thence turning and running,
S 34° 39' 36" E	three hundred fifty three and seventy three hundredths feet (353.73') to a point; thence turning and running,
S 37° 19' 18" E	sixty six and thirty four hundredths feet (66.34') to a point; thence turning and running,
S 37° 18' 44" E	ninety and one tenth feet (90.10') to a point; thence turning and running,
S 26° 29' 01" E	one hundred forty nine and seventy two hundredths feet (149.72') to a point; thence turning and running,

S 31° 11' 04" E	twenty three and eighty four hundredths feet (23.84') to a point; thence turning and running,
S 24° 43' 06" E	fifty two and fifty eight hundredths feet (52.58') to a concrete bound with a lead plug; thence turning and running,
S 63° 07' 00" W	one hundred twenty eight and three hundredths feet (128.03') to a point; thence turning and running,
SOUTHERLY	along a curve to the right having a radius of four hundred five and eighty nine hundredths feet (405.89') and an arc length of one hundred four and six tenths feet (104.60') to a point; thence running,
S 07° 30' 56" E	two hundred fifty three and one tenth feet (253.10) to a concrete bound and drill hole at the point of beginning.

EXHIBIT B

Copy of Recorded Plan of Premises

For official full size plan see Norfolk Registry District of the Land Court, Plan #1984-1547
recorded with Document No. 1400864.

EXHIBIT C

Town Council Votes

TOWN OF WEYMOUTH

IN COUNCIL

ORDER NO. 11 096

JUNE 3, 2011

INTRODUCED: MAYOR

COMMUNITY PRESERVATION FUND LAND PURCHASE

Upon request of her Honor, Mayor Kay, the Town of Weymouth, through the Weymouth Town Council approved the appropriation of \$1,900,000.00 to pay the costs of purchasing the King Oak Hill Property, so called. Consisting of a total of 23.96 acres, more or less and more formally described on Assessors' Map 14, Lot 184-1 (23.68 acres more or less), lot 184-59 (0.26 acres more or less) and Lot 184-76 (0.02 acres, more or less), and for the payments of all other costs incidental and related thereto, and to meet this appropriation, the Treasurer with the approval of the Mayor is authorized to borrow said amount under and pursuant to Chapter 44, Section 7 (3) and Chapter 44B, Section 7 (3) and Chapter 44B of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the Town therefor.

Passed in Council – - June 20 2011
Presented to Mayor – June 21, 2011
A True Copy. Attest:

Approved 6/22/11
Date

Kathleen A. Deree
Kathleen A. Deree, Asst. Town Clerk

Susan M. Kay
Mayor

YEAS: Conlon, DiFazio, Harrington, Lacey, Mathews
McDonald, Molisse, O'Connor, Pap, Smart, Whitaker

NAYS: Conlon, DiFazio, Harrington, Lacey, Mathews
McDonald, Molisse, O'Connor, Pap, Smart, Whitaker

TOWN OF WEYMOUTH

IN COUNCIL

ORDER NO. 18 023

APRIL 12, 2018

INTRODUCED: MAYOR

DEDICATION OF LAND AT KING OAK HILL PARK FOR MGL C. 45, § 3 PARK AND RECREATION PURPOSES

Upon request of his Honor Mayor Hedlund, the Town of Weymouth, through the Weymouth Town Council approved the following:

“WHEREAS: The Town of Weymouth has filed and accepted a reimbursable grant Through the Parkland Acquisitions and renovations for Communities Program (301 CMR 5.00) from the Commonwealth of Massachusetts’ Executive Office of Energy and Environmental Affairs for the creation of King Oak Hill Park at 790 Commercial Street, Weymouth, Massachusetts; and

WHEREAS: The Town has authorized borrowing of \$1,700,000.00 (One Million Seven Hundred Thousand Dollars) under MGL c. 44 to create said park;

NOW, THEREFORE BE IT:

1. That King Oak Hill Park, as identified as Proposed Lot 1 on the ANR Plan dated March 28, 2018, “Proposed Park and Recreation Land Designation Plan, King Oak Hill Park, 790 Commercial St., Weymouth, MA, “be and is hereby dedicated For park and recreation purposes under MGL c. 45, § 3; and
2. That the Mayor be and is hereby authorized to file and accept grants from the Executive Office of Energy and Environmental Affairs; and
3. That the Mayor be and is hereby authorized to take such other actions as are Necessary to carry out the terms, purposes, and conditions of this grant to be administered By the Parks and Recreation Department.”

Passed in Council – - May 7, 2018
Presented to Mayor May 8, 2018
A True Copy. Attest:


Kathleen A. Deree, Town Clerk

Approved 5/14/18
Date


Mayor

EXHIBIT D

Copy of Recorded PARC Project Agreement

**COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS
DIVISION OF CONSERVATION SERVICES**

**PARKLAND ACQUISITIONS AND RENOVATIONS FOR COMMUNITIES
PROGRAM
PROJECT AGREEMENT**

Made this 14th day of June, 2019 between the ~~City~~^{TOWN} of Weymouth, with an address of 75 Middle Street, hereinafter referred to as the **PARTICIPANT**, and the Commonwealth of Massachusetts acting by and through the Secretary of the Executive Office of Energy and Environmental Affairs, hereinafter referred to as the **COMMONWEALTH**, with an address of 100 Cambridge Street, Suite 900, Boston, MA 02114.

Premises: Approximately 23.73 acres of land including any buildings thereon located at 790 Commercial Street in the City of Weymouth, Norfolk County, Massachusetts. For Participant's Title, see Book 27074, Page 503 in the Norfolk County Registry of Deeds, at 649 High St, Dedham, MA 02026. ~~DOC 1231226~~ CRTF 182803

WHEREAS, the **PARTICIPANT** has established a Park, Recreation, or Conservation Commission under Massachusetts General Laws Chapter 45, § 2 or Massachusetts General Laws Chapter 40, § 8C, hereinafter referred to as the **COMMISSION**, and has made application to the **COMMONWEALTH** for assistance under the Massachusetts Parkland Acquisitions and Renovations for Communities (PARC) Program, pursuant to St. 1977, Chapter 933, as amended, for a project briefly described as follows:

King Oak Hill Park, PARC #3: The project may include, but not be limited to, the construction of 4000' of linear walking paths, 10 benches, parking for 90 vehicles, 40 new trees, improved vehicle and pedestrian access from Emery Lane, pedestrian access from Commercial and North Streets, a pavilion and comfort station, and 20 light posts,

hereinafter referred to as the **PROJECT**.

WHEREAS, the **COMMONWEALTH** has received said application and found the application to be in conformance with the Statewide Comprehensive Outdoor Recreation Plan, St. 1977, Chapter 933, as amended, and the PARC Program policies and regulation, 301 CMR 5.00.

WHEREAS, the **COMMONWEALTH** has approved said application and has obligated certain funds in the amount of \$400,000 (Four hundred thousand dollars).

WITNESSETH:

1. The **COMMONWEALTH** and the **PARTICIPANT** mutually agree to perform the terms and conditions of this Agreement in accordance with the Massachusetts PARC Program, its policies and regulation 301 CMR 5.00, Massachusetts General Laws Chapter 45, § 2, Massachusetts General Laws Chapter 40, § 8C, and St. 1996, Chapter 15.
2. The **PARTICIPANT** agrees to perform the **PROJECT** described above by authorizing its **COMMISSION** to develop, manage, maintain, and operate the **PROJECT** in accordance with the terms, conditions and obligations contained in the **PARTICIPANT'S** application(s), as

approved, including any promises, conditions, plans, specification estimates, procedures, project proposals, maps, and assurances made a part thereof, and furthermore, in accordance with any special terms and conditions attached to and incorporated in this Agreement. No significant deviations from the **PROJECT** shall be undertaken without advance approval by the **COMMONWEALTH**.

3. The **PARTICIPANT** agrees that the facilities of the **PROJECT** shall be open to the general public and shall not be limited to residents of the **PARTICIPANT**. The **PARTICIPANT** shall prominently display on the **PROJECT** a sign designated by the **COMMONWEALTH**, which sets forth public access and an indication that the **PROJECT** received PARC funds.
4. The **PARTICIPANT** acknowledges Article 97 of the Massachusetts Constitution which states, in part, that: "Lands or easements taken or acquired for such park, recreation or conservation purposes shall not be used for other purposes or otherwise disposed of except by laws enacted by a two-thirds vote, taken by yeas and nays, of each branch of the General Court." The **PARTICIPANT** hereby agrees that any property or facilities comprising the **PROJECT** will not be used for purposes other than those stipulated herein or otherwise disposed of unless the **PARTICIPANT** receives the appropriate authorization from the General Court, the approval of the Secretary of Energy and Environmental Affairs, and any authorizations required by the provisions of Massachusetts General Laws Chapter 40, § 15A or St. 1996, Chapter 15.
5. The **PARTICIPANT** hereby covenants and agrees that the **PROJECT**, including the property and any and all associated facilities and improvements, shall be devoted to park, recreation and/or conservation purposes in perpetuity, within the meaning of Article 97 of the Commonwealth's Declaration of Rights, and shall not be used for other purposes or otherwise disposed of except in accordance with the provisions of said Article 97. In the event that the property or facilities cease to be used for such purposes, all interest in the property or facilities shall revert to the Commonwealth pursuant to St. 1996, Chapter 15. The **PARTICIPANT** shall notify the Secretary in writing of any change in use or potential change in use of the property or facilities that is inconsistent with said park or outdoor recreation purposes. The **PARTICIPANT** shall have 90 days from the date written notice was received by the Secretary to present satisfactory evidence that the basis for reversion has been cured, in which case the property or facilities shall not revert. Upon receipt of written notice, the Secretary may review the circumstances of the property or facilities and determine that reversion of the property or facilities is not appropriate or essential to the protection of public open space in which case the provisions of paragraph 6 shall apply.
6. The **PARTICIPANT** further agrees that despite any such authorization and approval, in the event the property or facilities comprising the **PROJECT** are used for purposes other than those described herein, the **PARTICIPANT** shall provide other property and facilities of equal value and utility and the proposed use of said other property and facilities is specifically agreed to by the Secretary of Energy and Environmental Affairs.
7. Failure by the **PARTICIPANT** to comply with the terms and conditions of this Agreement or the policies or regulation of the PARC Program may, at the sole option of the **COMMONWEALTH**, suspend or terminate all obligations of the **COMMONWEALTH** hereunder.
8. **PARTICIPANT** and **COMMONWEALTH** acknowledge that the benefit desired by the **COMMONWEALTH** from the full compliance by the **PARTICIPANT** is the existence, protection, and the net increase of park and recreation facilities, and that such benefit exceeds to an immeasurable and unascertainable extent the dollar value of the funding provided by this

Agreement. Consequently, the **PARTICIPANT** and the **COMMONWEALTH** agree that payment of money damages by the **PARTICIPANT** to the **COMMONWEALTH** would be an inadequate remedy for a breach of this Agreement by the **PARTICIPANT**, and, therefore, that the terms and conditions of this Agreement shall be enforceable by specific performance.

9. The **PARTICIPANT** agrees to record a copy of this Agreement at the Registry of Deeds and to provide proof of such recording to the **COMMONWEALTH**. In the case of a development project, this Agreement shall be recorded with and a marginal notation entered on the deed to the property to be improved by **PROJECT**. This project agreement shall also be recorded and marginally noted on any prior deed, restriction, conveyance, or other instrument affecting the **PROJECT** area. Failure to do so shall not impair the validity or enforcement of the agreement. The **PARTICIPANT** agrees to reference this project agreement in any deed, restriction, or conveyance or other instrument affecting the **PROJECT** area.

COMMONWEALTH OF MASSACHUSETTS

BY



Secretary, Executive Office of
Energy and Environmental Affairs

DATE: 6.14.17

PARTICIPANT

BY



Robert L. Hedlund
Mayor

**PARK, RECREATION, OR
CONSERVATION COMMISSION**

BY

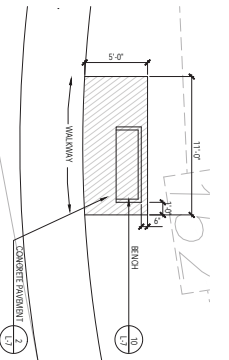


DATE: 01/04/2017

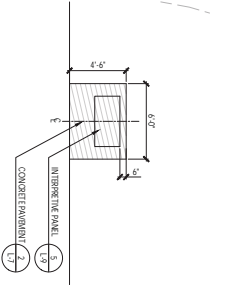
Attached hereto evidence of authority to execute this contract on behalf of the **PARTICIPANT**. In the case of a municipality, a certified copy of the vote or votes of the governing body authorizing the **PROJECT**, appropriating municipal funds therefore, and authorizing execution of this Agreement by the Officer, Board, or Commission whose signature(s) appears above.

EXHIBIT E

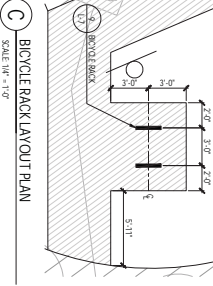
Site Layout and Material Plan II



A TYPICAL BENCH LAYOUT PLAN
SCALE: 1/4" = 1'-0"

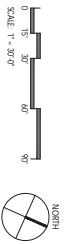
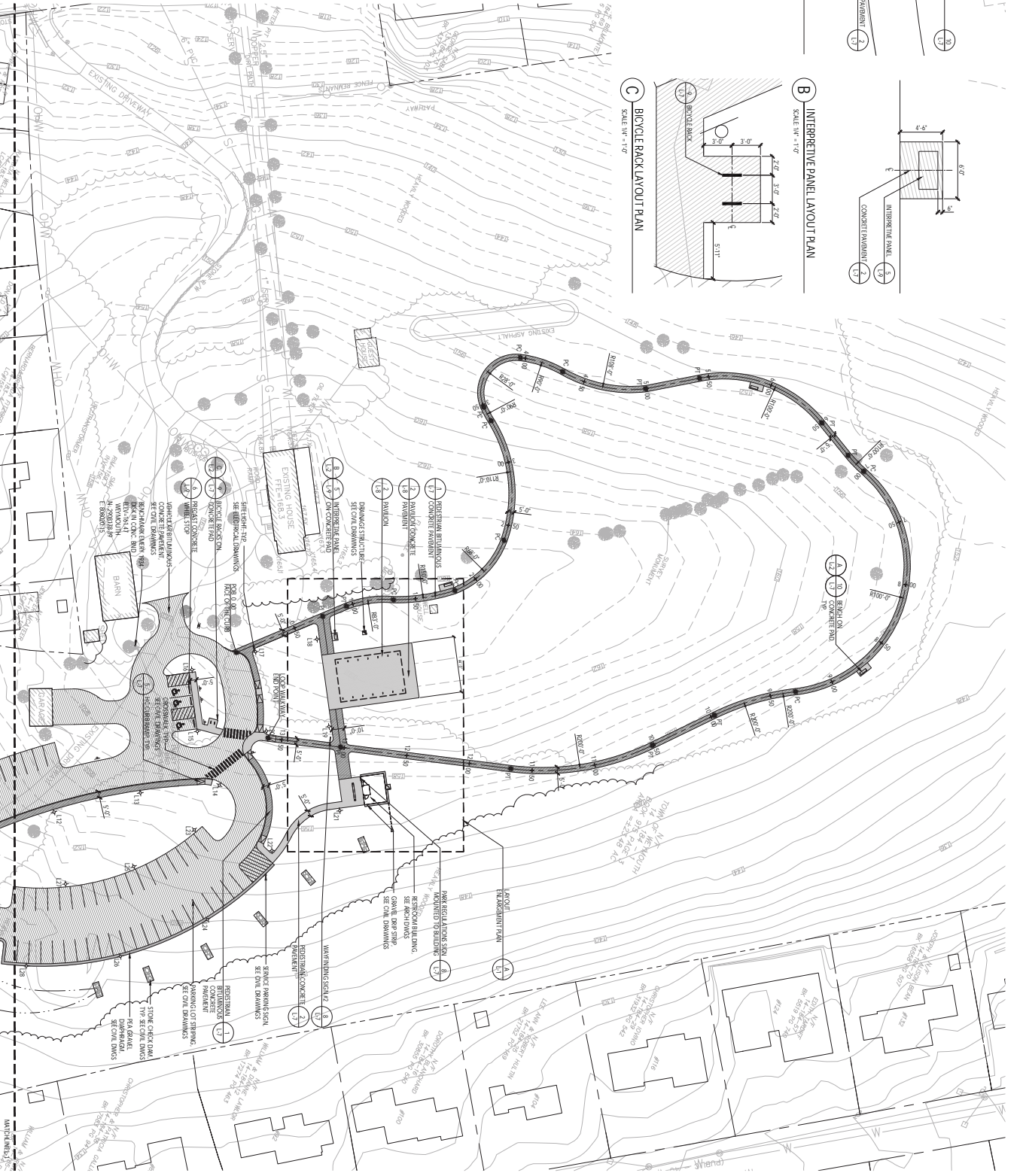


B INTERPRETIVE PANEL LAYOUT PLAN
SCALE: 1/4" = 1'-0"



C BICYCLE RACK LAYOUT PLAN
SCALE: 1/4" = 1'-0"

POINT	STATION	NORTHING	EASTING
PC#0	0+00	290623.7630	807992.2632
PI#0	0+50	2906207.8332	807995.6044
PI#1	0+74.25	2906304.3357	807992.9355
PT#1	0+94.68	2906318.2812	807992.9762
PC#1	1+00	2906322.1439	807993.3162
PC#2	1+32.38	2906350.0880	807992.2421
PC#3	1+50	2906365.8337	807992.1080
PC#4	1+81.84	2906391.5803	807992.2761
PC#5	2+00	2906402.6837	807992.2236
PC#6	2+38.13	2906410.2418	807992.8638
PC#7	2+50	2906409.0337	807991.6481
PC#8	3+00	2906388.4709	807994.0142
PC#9	3+15.77	2906362.4104	807994.1570
PC#10	3+48.04	2906322.2031	807994.0149
PC#11	3+50	2906315.2633	807994.0010
PC#12	3+97.77	2906303.0719	807996.3701
PC#13	4+00	2906287.0935	807996.2319
PC#14	4+31.26	2906298.2593	807992.7861
PC#15	4+50	2906281.0483	807992.2069
PC#16	4+49	2906281.7908	807992.1792
PC#17	5+00	2906264.6115	807992.5434
PC#18	5+42.63	2906269.4196	807992.2451
PC#19	5+50	2906305.5966	807992.8133
PC#20	6+00	2906353.5322	807994.6833
PC#21	6+50	2906402.3397	807995.4278
PC#22	6+83.27	2906423.0686	807995.0440
PC#23	7+00	2906467.6293	807995.6664
PC#24	7+1.01	2906468.5692	807995.9551
PC#25	7+50	2906500.6370	807996.1731
PC#26	8+00	2906515.9274	807997.5399
PC#27	8+50	2906571.7184	807997.5203
PC#28	9+00	2906604.0097	807998.1633
PC#29	9+29.89	2906620.9641	807998.6892
PC#30	9+50	2906654.1906	807999.7936
PC#31	9+47.05	2906639.9811	807998.2046
PC#32	10+00	2906618.0255	807998.3391
PC#33	10+50	2906585.8801	807997.7382
PC#34	11+00	2906549.6632	807997.1054
PC#35	11+50	2906505.9631	807996.1369
PC#36	12+00	2906458.3161	807996.7038
PC#37	12+50	2906410.5736	807996.1362
PC#38	13+00	2906362.2711	807995.0566
PC#39	13+2.86	2906360.0330	807995.8654
PC#40	13+50	2906314.8865	807995.6670
END	13+60.93	2906304.5132	807995.8802



FOR LAYOUT AND MATERIALS NOTES
AND LEGENDS, SEE L-1



TOWN OF WEYMOUTH
75 Middle Street
Weymouth, MA 02189

Shedley Associates
Professional Engineer
175 Main Street
Weymouth, MA 02189
www.shedleyassociates.com

Walter Shop Associates
Professional Engineer
801 State Street
Weymouth, MA 02189
www.waltershop.com

Sandwich Consultants, Inc.
Professional Engineer
1000 Main Street
Weymouth, MA 02189
www.sandwichconsultants.com

Thompson Engineering Company
Professional Engineer
1000 Main Street
Weymouth, MA 02189
www.thompsonengineering.com

Staple
Professional Engineer
1000 Main Street
Weymouth, MA 02189
www.staple.com



KING OAK HILL PARK
790 Commercial Street
Weymouth, MA 02189

RID DOCUMENTS

SA PROJECT NUMBER
10650.000

SCALE
AS NOTED

DRAWN BY
MS, SW

REVIEWED BY
PS, SC

DATE
AUGUST 30, 2017

SHEET TITLE
LAYOUT & MATERIALS PLAN II

SHEET NUMBER
L-2

EXHIBIT F

Corporate Authority

CERTIFICATE OF AUTHORITY

I, James Lockhead, Clerk of the

Weymouth-Braintree Regional Recreation Conservation District, hereby certify that, at a meeting of the Board of Directors of said Corporation, duly held on

June 20th, 20 18, at which a quorum was present and voting throughout, the following vote was duly passed and is now in full force and effect:

"VOTED: That Robert E. McConnell be and is
(Name of Chairperson)


hereby is authorized, directed, and empowered, in the name and on behalf of the Weymouth-Braintree Regional Recreation Conservation District, to sign, seal with the corporate seal, execute, acknowledge, and accept Conservation Restrictions granted by the Town of Weymouth, Massachusetts; the acceptance of any such Conservation Restrictions by

Robert E. McConnell to be valid and binding upon this
(Name of Chairperson)

Corporation for all purposes, and that a certificate of the Clerk of this Corporation setting forth this vote shall be delivered to the Town of Weymouth; and that this vote shall remain in full force and effect unless and until the same has been altered, amended, or revoked by a subsequent vote of such directors and a certificate of such later vote attested by the Clerk of this Corporation is delivered to the Town of Weymouth."

I further certify that Robert E. McConnell
(Name of Chairperson)

is the duly elected Chairperson of said Corporation.

Signed 
(Signature of Clerk)

Affix Corporate Seal

470 LIBERTY ST. BRAINTREE, MA
Place of Business

Date of Contract