

Grantor: Toole Properties 2001, Inc.
 Grantee: Lenox Land Trust, Inc.
 Property Address: 0 Pittsfield Road, Lenox, MA
 Title Reference: Book 2161, Page 122&c



Bk: 5331 Pg: 160 Doc: RSTR
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CONSERVATION RESTRICTION

TOOLE PROPERTIES 2001, INC., a Massachusetts corporation with a usual place of business at 461 Pittsfield Road, Lenox, Berkshire County, Massachusetts, being the sole owner, for its successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, hereby grants as a charitable gift to the **LENOX LAND TRUST, INC.**, "Trustee of Lands", a Massachusetts charitable corporation with a post office address of P.O. Box 81, Lenox, Berkshire County, Massachusetts 01240, its permitted successors and assigns ("Grantee"), with Quitclaim Covenants, in perpetuity and exclusively for conservation purposes, the following Conservation Restriction on a parcel of land located in the Town of Lenox, Massachusetts constituting approximately 64.7 acres ("Premises"), and more particularly described in *Exhibit A*, the Baseline Documentation Report & Survey (*Exhibit B*) to be kept on file at the office of the Grantee and incorporated herein by reference, and attached plan/sketch plan. For Grantor's title see Berkshire Middle District Registry of Deeds, Book 2161, Page 122&c.

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 as well as the open space requirements of the Town of Lenox Zoning Bylaws.

The Grantor and the Grantee acknowledge and agree that the Premises have a scenic and wildlife habitat value in the present state thereof as natural land and wetlands. The Premises have not been subjected to development incompatible with said features and resources, and constitute a unique and valuable Massachusetts landscape embodying the special character of the region, the protection of which in their predominately natural condition will provide valuable benefits to the public and to prevent any use of the Premises that will significantly impair or interfere with the conservation values of the Premises consistent with the spirit and intent of Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts.

The Grantor and the Grantee share the common purpose of conserving the natural values of the Premises for the present generation and future generations. The shared purpose is to assure that the Premises will be retained in perpetuity predominantly in their natural and scenic condition for habitat preservation. The public benefits resulting from conservation of the Premises include, without limitation:

- (1) Wildlife habitat protection: Conservation of the Premises will protect habitat used by a variety of wildlife, and in particular habitat for the Wood Turtle (*Clemmys [Glyptemys] insculpta*), that at the time of the granting of this Conservation Restriction are protected pursuant to the provisions of the Massachusetts Endangered Species Act (M.G.L. Chapter 131A, hereinafter "MESA") and its implementing regulations (321 CMR 10.00) and implemented by the Division of Fisheries and Wildlife acting through the Natural Heritage and Endangered Species Program (hereafter "the Division"), and have been documented to occur on or in the immediate vicinity of the Premises. The Premises provide important feeding, breeding, nesting, overwintering, estivation, and migration habitat for these state-listed rare species and this Open Space Conservation Restriction will protect 64.7 acres± of the habitat of these rare species.

The property is known to contain habitat for at least five other state-listed rare/threatened or species of special concern: [Jefferson Salamander (*Ambystoma jeffersonianum*), Hill's Pond Weed (*Potamogeton hillii*), Intermediate Spike-sedge (*Eleocharis intermedia*), Ginseng (*Panax quinquefolius*) and Crooked-stem aster (*Aster [Symphyotricum] prenanthoides*] have been documented in the general vicinity of the Premises. The Premises and their general vicinity have been delineated by the Division as BioMap Core Habitat. BioMap Core Habitats are those areas of the Commonwealth of Massachusetts which, if protected, will conserve rare species and exemplary natural communities for the future.

Protection of the Premises pursuant to this Conservation Restriction will help protect this very important rare species habitat.

- (2) Scenic landscape preservation: The Premises comprise part of a scenic landscape associated with a natural, undisturbed environment of relatively flat terrain, natural watercourses, ponds and marsh area located at the base of Lenox Mountain. The open space conservation land protected under this Conservation Restriction is an important public resource. The preservation of the 64.7-acre Premises, by prohibiting significant alterations to the natural character thereof, will further protect and enhance the area's scenic and open space attributes and the recreational, human enjoyment, and ecological value of the hundreds of acres of conservation land and open space.
- (3) Water quality protection: Preserving the natural, undisturbed environment will provide for groundwater recharge and protect wetland resource areas. Three large ponds located on the Premises, identified as Ponds "C", "D", and "E" on the plan contribute to the hydrology of Yokun Brook to the southeast of the property. The ponds and associated wetland systems make up almost 60% of the Premises.
- (4) Nearby natural areas: The Premises provides natural aquatic, upland forest and wetland habitat for native wildlife and plant species and communities, including many species of native plants, lichens, mammals, birds, reptiles, amphibians, and invertebrates. The preservation of the forest and wetland resources on the Premises will protect these habitats.

The Premises is adjacent to approximately 46.59 acres± of open space land owned by Toole Properties 2001, Inc., Toole Properties 2006, Inc., land owned by the Massachusetts Audubon Society, and lands of Berkshire Natural Resources Council.

- (5) Furtherance of governmental policy. Protection of the Premises is consistent with the Town of Lenox's Open Space and Recreation Plan which advocates for the protection of the town's scenic landscape and forest.

These conservation values of the Premises and public benefits of this Conservation Restriction are described in more detail in a ***Baseline Documentation Report*** to be kept on file at the office of Grantee and incorporated herein by this reference. Grantor and Grantee agree that this Report provides an accurate representation of the condition and the values of the Premises at the time of the granting of this Conservation Restriction and is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein.

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

A. PROHIBITED ACTS AND USES

Subject to the exceptions set forth herein, the Grantor will neither perform nor allow others to perform the following acts and uses which are prohibited on, above, or 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, 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 make topographical changes to the area except in connection with the building and/or improving of trails for hiking and use by non-motorized vehicles on the premises which are to be used for passive recreational purposes.

3. Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever or the installation of underground storage tanks;
4. Cutting, removing or otherwise destroying trees, grasses or other vegetation except as specifically permitted by this restriction;
5. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, or archaeological conservation;
6. No snowmobiles, motorcycles, mopeds, all-terrain vehicles, or any other motorized vehicles of any kind shall be used, parked, stored, maintained, operated or otherwise allowed on the Premises except for vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) in carrying out their lawful duties;
7. The disruption, removal, or destruction of the stone walls on the Premises;
8. 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 further building or development requirements on this or any other parcel.

Any other use of the Premises or activity thereon which is inconsistent with the purpose of this Conservation Restriction or which would materially impair its conservation interests unless necessary for the protection of the conservation interests that are the subject of this Conservation Restriction;

B. RESERVED RIGHTS AND EXCEPTIONS TO OTHERWISE PROHIBITED ACTS AND USES

Notwithstanding paragraph B above, the Grantor reserves the right to conduct or permit the following activities and uses on the Premises, but only if such uses and activities do not materially impair the purpose of this Conservation Restriction or other significant conservation interests:

1. Recreational Activities. Fishing, boating, hiking, horseback riding, cross-country skiing and other non-motorized outdoor recreational activities that do not materially alter the landscape and do not degrade environmental quality.
2. Woodland & Vegetation Management. With the prior written permission of the Grantee and in accordance with generally accepted forest management practices, removing of brush, selective *de minimus* pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Premises as documented in the Baseline Report, including vistas, woods roads, fence lines and trails and meadows; the Grantor shall have the right to harvest trees for its own use.
3. Non-native flora. With the written permission of the Grantee, the removal of non-native or invasive flora and interplanting of indigenous species.
4. Composting. The stockpiling and composting of stumps, trees and 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 have a deleterious impact on the purposes (including scenic values) of this Restriction.
5. Wildlife Habitat Management. With the written permission of the Grantee, measures designed to restore, maintain, enhance or otherwise manage biotic communities and/or habitats for native species, rare species, and/or species listed pursuant to the MA Endangered Species Act (MGL c131A) and implementing regulations (321 CMR 10.00) that can include, but are not limited to, selective planting or removal of native vegetation, forestry, modification of soils, and prescribed burning of vegetation.
6. Trails. The right to cut, mark, maintain and relocate trails for non-motorized, passive recreational use provided that cutting, marking, maintenance and relocation of trails shall be designed to avoid or minimize adverse impacts on wildlife habitat, soil and water quality, or other conservation and scenic values of the Premises as described in the Baseline Documentation Report & Survey (*Exhibit B*).
7. Creation of New Trails. With the written permission of the Grantee, creation of new passive recreation trails.

8. Signs. The erection, maintenance and replacement of signs with respect to hunting, trespass, trail access, sale of the Premises, the Grantee's interest in the Premises, and the protected conservation values provided such signs do not specifically reference species on the MA Endangered Species Act (MGL c131A) and its implementing regulations (321 CMR 10.00) by scientific or common name or provide the actual location of said species. Signs may use generalized terms such as "Sensitive Ecological Community," "wildlife habitat", "rare animal habitat" or other generalized terms. A sign naming the Premises in honor of the memory of Lawrence F. X. Toole may be placed in a location to be determined by Grantor.
9. Hunting, Trapping and Fishing: Hunting, trapping and fishing are permitted on the premises subject to all applicable laws, bylaws, regulations and authorities.
10. The right to remove timber from the premises in accordance with an approved Chapter 61 plan, with the approval of the Grantee.

The exercise of any right reserved by Grantor under this Paragraph B shall be in compliance with the then-current Zoning, the Wetlands Protection Act, the MA Endangered Species Act (MGL c131A), 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 of whether such permit should be issued.

C. NOTICE AND APPROVAL.

Whenever notice to or approval by Grantee is required under the provisions of paragraphs A or B, Grantor shall notify Grantee in writing not less than 60 days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, MA Endangered Species Act Tracking Number and/or Conservation and Management Permit number (if applicable), 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. Said approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not materially impair the purposes of this Conservation Restriction. Failure of Grantee to respond in writing within 60 days shall be deemed to constitute approval 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.

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 shall 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 shall attempt to resolve issues concerning violations through negotiations with Grantor prior to resorting to legal means.

Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel and survey 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.

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 not caused by the grantee or its agents pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts which are not caused by the Grantee or anyone acting under the direction of the Grantee.

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. The parties to this Conservation Restriction agree that in the event of damage to the Premises from acts beyond the Grantor's control, that if it is desirable that the Premises be restored, the parties will cooperate in attempting to restore the Premises if feasible.

IV. ACCESS

This Conservation Restriction does not grant to the Grantee, to the public, or to any other person or entity any right to enter upon the Premises, except as follows:

The Grantor hereby grants to the Grantee and to the general public the right to use the premises for purposes of passive recreation. The Grantor grants to the Grantee, its duly authorized agents or representatives upon reasonable notice and at reasonable times the right to enter the premises for the purpose of inspecting the Premises to determine compliance herewith, of enforcing this Conservation Restriction. The Grantor also grants to the Grantee, after 30 days 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 have a survey of boundary lines conducted at the Grantee's expense.

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. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantee, 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. Grantee 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, determined at the time of the gift, bears to the value of the unrestricted property at that time. Such proportionate value of the Grantee's property right shall remain constant.

C. GRANTOR/GRANTEE COOPERATION REGARDING PUBLIC ACTION

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then 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 shares equal to such proportionate value. 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. 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 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; 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 and in compliance with Article 97 of the Amendments to the Massachusetts Constitution.

VII. SUBSEQUENT TRANSFERS

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee within 20 days of such transfer. Failure to do so shall not impair the validity or enforceability of this Conservation Restriction.

The Grantor shall be liable only for violations occurring during or his or her ownership, or for any transfer, if in violation. 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 owner(s) and may be held responsible for any continuing violations.

VIII. ESTOPPEL CERTIFICATES

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

IX. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction to ensure that merger does not occur. If it is determined that a transfer or assignment of any interest will result in a merger, no deed shall be effective until this Conservation Restriction has been assigned or other action taken to avoid a merger and preserve the terms and enforceability of this Conservation Restriction. It is the intent of the parties that the Premises will be subject to the terms of this Conservation Restriction in perpetuity, notwithstanding any merger.

X. AMENDMENT

If circumstances arise under which an amendment to or modification of this Conservation Restriction may 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 Holder will consider amendments only to correct an error or oversight, to clarify an ambiguity, and in circumstances where in granting an amendment there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Environmental Affairs and if applicable, shall comply with the provisions of Article 97 of the Amendments to the Massachusetts Constitution. Any amendment shall be recorded in the Berkshire Middle District 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 the Berkshire Middle District Registry of Deeds.

XII. RECORDATION

The Grantee shall record this instrument in timely fashion in the Berkshire Middle District Registry of Deeds.

XIII. NOTICES

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

To Grantor: Toole Properties 2001, Inc.
461 Pittsfield Road
Lenox, MA 01240

To Grantee: Lenox Land Trust, Inc.
P. O. Box 81, 6 Walker Street
Lenox, MA 01240

or to such other address as any of the above parties from time to time shall designate by written notice to each other.

XIV. 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 Massachusetts General Laws Chapter 184, Sections 31-33. 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 M.G.L. Chapter 184, Section 32 by any municipal officials and by the Secretary of Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

B. SUBORDINATION OF MORTGAGE: The Grantor shall record at the Berkshire Middle District Registry of Deeds simultaneously with this Conservation Restriction all documents necessary to subordinate any mortgage, promissory note, loan, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Property.

XV. ATTACHMENTS

Exhibit A Description of Premises

Exhibit B Baseline Documentation Report & Survey, incorporated herein by reference and to be kept on file at the office of the Grantee

Plan showing area to be protected subject to Conservation Restriction with area labeled "Parcel A Open Space Conservation Restriction"

GRANTING OF CONSERVATION RESTRICTION

WITNESS my hand and seal this 31st day of December, 2013.

Name:	TOOLE PROPERTIES 2001, INC.	
	By: <i>Joseph M. Toole</i>	
Signature:	<i>[Handwritten Signature]</i>	

JOSEPH M. TOOLE
Its: President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

On this 31st day of December, 2013, before me, the undersigned notary public, personally appeared JOSEPH M. TOOLE, PRESIDENT AND TREASURER OF TOOLE PROPERTIES 2001, INC., proved to me through satisfactory evidence of identification which was PERSONAL KNOWLEDGE OF IDENTITY, to be the person(s) whose name is signed on the preceding document, and who swore or affirmed to me in his capacity as set forth that the contents of the document are truthful and accurate to the best of his knowledge and belief.

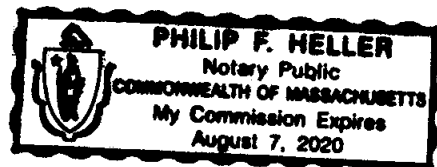
SEAL

Notary Public

[Handwritten Signature]

Philip F. Heller

My commission expires: 8-07-2020



ACCEPTANCE OF GRANT

The above Conservation Restriction was accepted by the LENOX LAND TRUST, INC. this 7th day of January, 2014.

LENOX LAND TRUST, INC.

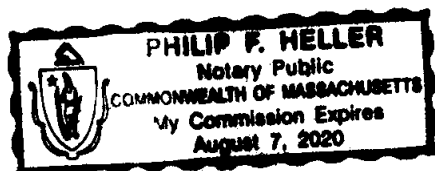
By: [Signature]
KEVIN SPRAGUE
Its: President, duly authorized

By: [Signature]
GENE CHAGUE
Its: Treasurer, duly authorized

COMMONWEALTH OF MASSACHUSETTS

On this 7th day of January, 2014, before me, the undersigned notary public, personally appeared KEVIN SPRAGUE, President of the LENOX LAND TRUST, INC, proved to me through satisfactory evidence of identification which was personal knowledge of identity, to be the person(s) whose name is signed on the preceding document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

SEAL

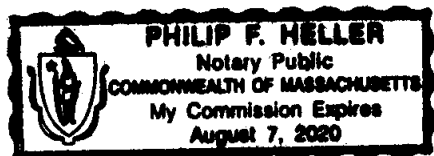


Notary Public [Signature]
Philip F. Heller
My commission expires: 8-07-2020

COMMONWEALTH OF MASSACHUSETTS

On this 7th day of January, 2014, before me, the undersigned notary public, personally appeared GENE CHAGUE, Treasurer of the LENOX LAND TRUST, INC, proved to me through satisfactory evidence of identification which was personal knowledge of identity, to be the person(s) whose name is signed on the preceding document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

SEAL



Notary Public [Signature]
Philip F. Heller
My commission expires: 8-07-2020

APPROVAL OF SELECT BOARD

We, the undersigned, being a majority of the Select Board of the Town of Lenox, Berkshire County, Massachusetts, hereby certify that at a meeting duly held on January 8th, 2014, the Select Board voted to approve the foregoing Conservation Restriction to the LENOX LAND TRUST, INC., pursuant to Section 32 of Chapter 184 of the General Laws of Massachusetts.

Select Board

Edward Lane
Edward Lane

Ken Fowler
Ken Fowler

David Roche
David Roche

Channing Gibson
Channing Gibson

John McFinch
John McFinch

COMMONWEALTH OF MASSACHUSETTS

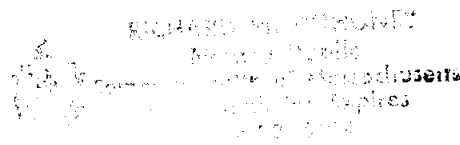
On this 8th day of January, 2014, before me, the undersigned notary public, personally appeared DAVID ROCHE, proved to me through satisfactory evidence of identification which was PERSONAL KNOWLEDGE to be the person(s) whose name is signed on the preceding document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of their knowledge and belief.

SEAL

Notary Public

Richard M. Dohoney

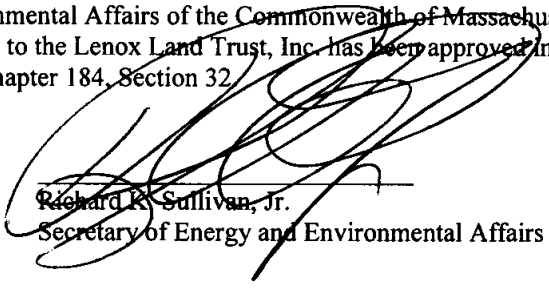
My commission expires: 5/23/2014



APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS

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

Dated: Jan. 17, 2014


Richard K. Sullivan, Jr.
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

Sullivan

On this 17 day of January, 2014, before me, the undersigned notary public, personally appeared RICHARD K. SULLIVAN, JR., 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 signed it voluntarily for its stated purpose as Secretary of Energy and Environmental Affairs for the Commonwealth of Massachusetts.

SEAL



Notary Public


Nicole Sicard

My commission expires: 12/7/2018

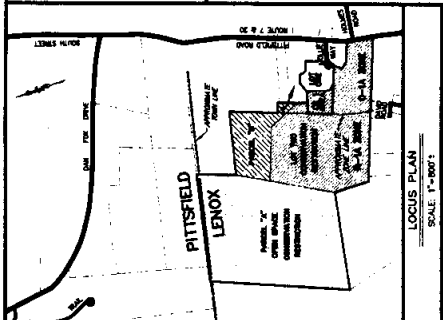
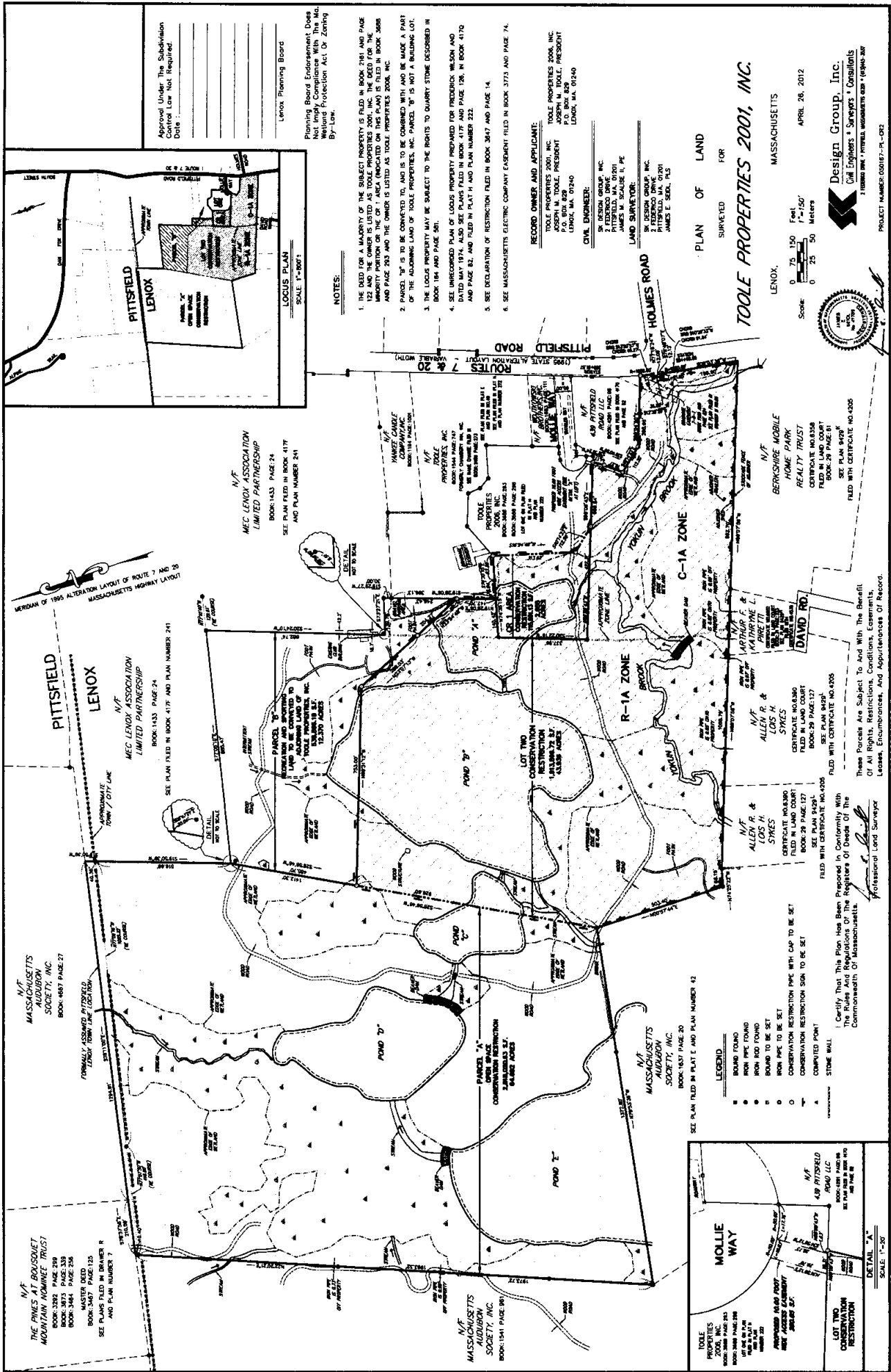
Exhibit A

Description of Conservation Restriction Area

A parcel of land located on the west side of Pittsfield Road/Route 7 & 20 in Lenox, Massachusetts, containing approximately 64.7 acres of land designated as "PARCEL A OPEN SPACE CONSERVATION RESTRICTION," as shown on the attached plan prepared by SK Design Group, Inc. entitled "Plan of Land Surveyed for Toole Properties 2001, Inc., Lenox, Massachusetts," dated April 26, 2012, to be filed herewith.

Exhibit B

**BASELINE DOCUMENTATION REPORT & SURVEY
(ON FILE AT OFFICE OF THE GRANTEE)**



LOCUS PLAN
SCALE: 1"=500'

NOTES:

1. THE DEED FOR A MAJORITY OF THE SUBJECT PROPERTY IS FILED IN BOOK 2181 AND PAGE 122 AND THE OWNER IS LISTED AS TOOLE PROPERTIES 2001, INC. THE DEED FOR THE MAJORITY PORTION OF THE C-1A ZONE (INDICATED ON THIS PLAN) IS FILED IN BOOK 3688 AND PAGE 239 AND THE OWNER IS LISTED AS TOOLE PROPERTIES 2001, INC.
2. PARCELS "9" IS TO BE CONVEYED TO, AND IS TO BE COMBINED WITH AND BE MADE A PART OF THE ADJOINING LAND OF TOOLE PROPERTIES, INC. PARCELS "9" IS NOT A BUILDING LOT. BOOK 184 AND PAGE 581.
3. THE LOCUS PROPERTY MAY BE SUBJECT TO THE RIGHTS TO QUARRY STONE DESCRIBED IN BOOK 184 AND PAGE 581.
4. SEE UNRECORDED PLAN OF LOCUS PROPERTY PREPARED FOR FREDERICK WALSON AND DATED MAY 1974, ALSO SEE PLANS FILED IN BOOK 417 AND PAGE 126, IN BOOK 4170 AND PAGE 82, AND FILED IN PLAT H AND PLAN NUMBER 222.
5. SEE DECLARATION OF RESTRICTION FILED IN BOOK 3847 AND PAGE 14.
6. SEE MASSACHUSETTS ELECTRIC COMPANY EASEMENT FILED IN BOOK 3773 AND PAGE 74.

RECORD OWNER AND APPLICANT:
TOOLE PROPERTIES 2001, INC.
JOSEPH M. TOOLE, PRESIDENT
PITTSFIELD, MA, 01201
LENOX, MA, 01240

CIVIL ENGINEER:
DESIGN GROUP, INC.
2 LEXINGTON ROAD
PITTSFIELD, MA, 01201
JOHN W. SCHAUBE II, PE
LENOX, MA, 01240

LAND SURVEYOR:
DESIGN GROUP, INC.
2 LEXINGTON ROAD
PITTSFIELD, MA, 01201
JAMES E. SEIDL, PLS

PLAN OF LAND
SURVEYED FOR
TOOLE PROPERTIES 2001, INC.
LENOX, MASSACHUSETTS
APRIL 26, 2012



Design Group, Inc.
Civil Engineers & Surveyors & Consultants
1 LEXINGTON ROAD, PITTSFIELD, MASSACHUSETTS 01201-3006
PROJECT NUMBER: 050167-PL-102D

MERCIDIAN OF 1985 ALTERATION LAYOUT OF ROUTE 7 AND 20 MASSACHUSETTS HIGHWAY LAYOUT

THE PINES AT BROUQUET MOUNTAIN HOMECOMING TRUST
N/F
BOOK 3473 PAGE 338
BOOK 3474 PAGE 338
BOOK 3484 PAGE 338
MASTER DEED
BOOK 3487 PAGE 123
SEE PLANS FILED IN DRAWER H AND PLAN NUMBER 7

MEC LENOX ASSOCIATION LIMITED PARTNERSHIP
N/F
BOOK 1433 PAGE 24
SEE PLAN FILED IN BOOK 4177 AND PLAN NUMBER 241

MASSACHUSETTS AUDUBON SOCIETY, INC.
N/F
BOOK 4857 PAGE 27

MASSACHUSETTS AUDUBON SOCIETY, INC.
N/F
BOOK 1847 PAGE 20

MASSACHUSETTS AUDUBON SOCIETY, INC.
N/F
BOOK 1847 PAGE 20

MASSACHUSETTS AUDUBON SOCIETY, INC.
N/F
BOOK 1847 PAGE 20

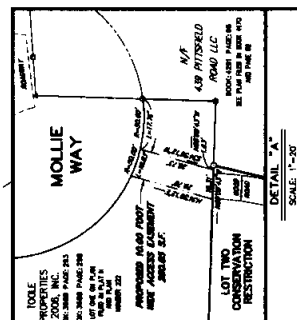
MASSACHUSETTS AUDUBON SOCIETY, INC.
N/F
BOOK 1847 PAGE 20

MASSACHUSETTS AUDUBON SOCIETY, INC.
N/F
BOOK 1847 PAGE 20

LEGEND

- BOUND FOUND
- IRON PIPE FOUND
- BOUND TO BE SET
- CONSERVATION RESTRICTION PIPE WITH CAP TO BE SET
- CONSERVATION RESTRICTION SIGN TO BE SET
- ▲ COMPLETED POINT
- STONE WALL

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.
[Signature]
Professional Land Surveyor



LOT TWO CONSERVATION RESTRICTION
N/F
TOOLE PROPERTIES 2001, INC.
BOOK 3848 PAGE 288
FILED IN LAND COURT
MAY 13, 2012
BOOK 3848 PAGE 288