

GRANTOR: Woods Hole Oceanographic Institution
GRANTEE: The Town of Falmouth
ADDRESS OF PREMISES: 360 Woods Hole Road, Falmouth (Woods Hole), MA 02543
FOR GRANTOR'S TITLE SEE: Barnstable County Land Court Registry District Certificate of Title No. 44053

CONSERVATION RESTRICTION

Woods Hole Oceanographic Institution, a Massachusetts non-profit educational institution incorporated under Massachusetts General Laws Chapter 180, with an address of 360 Woods Hole Road, Falmouth (Woods Hole), MA 02543, 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, grants with QUITCLAIM COVENANTS to the Town of Falmouth, a municipal corporation with an address of 59 Town Hall Square, Falmouth, Massachusetts 02540, acting by and through its Conservation Commission, their permitted successors and assigns, by authority of Section 8C of Chapter 40 of the Massachusetts General Laws (“Grantee”), for consideration of less than One Hundred (\$100.00) Dollars, IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on land (“Property”) located in Falmouth comprising two (2) portions of the registered land at 360 Woods Hole Road, Falmouth, Massachusetts, identified as “Restriction Area A 23,513± S.F.” and “Restriction Area B 3.56± acres upland, 9,265± S.F. wetland, 3.78± acres total” on a plan entitled “Plan of Conservation Restriction prepared for WOODS HOLE OCEANOGRAPHIC INSTITUTION at the Quissett Campus in Quissett, Falmouth, MA”, Scale: 1” = 40’, Date: May 20, 2020, prepared by Holmes and McGrath, Inc., Civil Engineers and Land Surveyors, 205 Worcester Court, Unit A4, Falmouth, MA 02540, which plan, consisting of two sheets (Sheets “1 of 2” and “2 of 2”), is attached hereto as Exhibit “A” and labeled “Sketch Plan of Conservation Restriction Areas.” The two Restriction Areas (23,513± S.F. and 3.78± acres, a total of 4.32± acres, hereinafter referred to together as “the Premises”) are further described by metes and bounds in Exhibit B attached hereto and incorporated herein by reference. The Premises includes a portion of the land shown on Land Court Plan 10087A (excluding Lots A, B, C, D, A1, B1 and C1 on Plan 10087D), and a portion of Parcel A shown on Land Court Plan 13436A. For title, see Barnstable County Land Court Registry District Certificate of Title No. 44053.

This Conservation Restriction is given as required by Condition C 10. of the Cape Cod Commission Development of Regional Impact Decision (“the DRI decision”) dated November 14, 2019, issued to Grantor, which decision is registered as Document No. 1,386,797 in the Land Court Registry District for Barnstable County. Grantor obtained the DRI decision pursuant to the Cape Cod Commission Act, Chapter 716 of the Acts of 1989, as amended, in order to construct on

Grantor's 123.6-acre Quissett Campus a new building (presently designated "the NQF Building") for scientific research, development and education, and related administrative facilities.

The smaller portion of the Premises, Conservation Restriction Area A, 23,513± S.F., expands an existing Conservation Restriction Area of 15.55± acres that includes a vernal pool and adjacent vernal pool upland buffer within an unfragmented wooded area, an area restricted in perpetuity and exclusively for conservation purposes by three prior Conservation Restrictions, one being dated January 13, 2006, registered with the Land Court Registry District of Barnstable County as Document No. 1,025,320, the second being dated May 11, 2012, registered with the Barnstable County Registry District of the Land Court as Document No. 1,193,469 and the third being dated June 20, 2019, registered with the Barnstable County Registry District of the Land Court as Document No. 1,387,127. With the addition of Restriction Area A of 23,513± S.F., that contiguous area of unfragmented forest, a vernal pool and adjacent vernal pool buffer area, subject to restriction in perpetuity and exclusively for conservation purposes increases to 16.09 ± acres.

Restriction Area B, 3.78± acres (164,620± S.F.), includes a portion of a vernal pool, adjacent vernal pool habitat and adjacent upland buffer within the same wooded area that includes Restriction Area A. This larger portion of the Premises entirely surrounds an existing small area, 8,606±S.F., subject to the Conservation Restriction dated June 20, 2019, registered with the Barnstable County Registry District of the Land Court as Document No. 1,387,127. A substantial portion of this larger portion of the Premises is part of a vernal pool or within the 100' Buffer Zone A established by the Falmouth Wetland Regulations, FWR 10.18(5)(a)1.b. Buffer Zone A is a "no-disturbance" designation. With the addition of Conservation Restriction Area B of 3.78± acres, that second contiguous area of unfragmented forest, a portion of a vernal pool and vernal pool buffer area, subject to restriction in perpetuity and exclusively for conservation purposes increases to 3.98± acres.

It is the intent of the Grantor to preserve and protect the Premises in perpetuity, and the Grantor further intends by the granting of this Conservation Restriction to convey to the Grantee the right to preserve and protect the conservation values of the Premises in perpetuity. The Property containing the Premises is located on Woods Hole Road in the Town of Falmouth in an area known as Quissett and is a portion of the Quissett Campus of the Woods Hole Oceanographic Institution, the world's leading independent, non-profit organization dedicated to ocean research, exploration and education. The Quissett Campus consists of over 123 acres of land.

I. Purpose

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. Its purpose is to assure that the Premises will be maintained in perpetuity for conservation 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.

The purposes, enhancement and preservation of the Premises (referred to herein as the "conservation values") will be of benefit to the public as a result of:

- Maintenance of and protection of wildlife food sources and habitat, particularly as the Premises is within NHESP designated Priority Habitat of Rare Species that includes unfragmented forest upland and land within or immediately adjacent to designated vernal pool buffer area, and the Premises abuts or is proximate to other upland which is presently undisturbed, and portions of which are subject to the above-referenced Conservation Restrictions filed in 2006, 2012 and 2019;
- preservation of open space in perpetuity;
- preservation of a defined area of undisturbed forest;
- avoidance of public health threats and environmental degradation that could result from incompatible uses, including placement of on-site septic systems on the Premises; and
- prevention of potential construction on the Premises for residential, commercial, industrial or other uses.

The entire Premises falls within an area designated as "Priority Habitat of Rare Species" by the Massachusetts Natural Habitat and Endangered Species Program ("NHESP"). The Premises is designated by the Cape Cod Commission as being within a Significant Natural Resource Area (SNRA) due to the presence of state listed endangered species habitat. NHESP has advised the Grantor that the following state-listed rare species have been found in the vicinity of the Premises: Least Tern, Roseate Tern and Common Tern. In connection with the proposed construction of the NQF Building, NHESP, by letter dated June 19, 2019, issued a determination that the proposed work will not result in a prohibited "take" of state-listed rare species.

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 other to perform the following acts and uses which 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, 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, 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, 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 (i.e., fire, police, ambulance, other government officials) in carrying out their official duties;
- (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 more than *de minimis* commercial recreation, business, residential or industrial use;
- (9) The disruption, removal, or destruction of the stone walls or granite fence posts on the Premises, if any;
- (10) Any other use of the Premises or activity which is inconsistent with the purpose of this Conservation Restriction or which would materially 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 materially impair the conservation values or purposes of this Conservation Restriction:

- (1) Permits. The exercise of any right reserved by Grantor under this Paragraph B shall be in compliance with zoning, the Wetlands Protection Act, and all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth of Massachusetts takes any position whether such permit should be issued.
- (2) The *de minimis* pruning or cutting down and removal of vegetation damaged during or after a storm, fire or other disaster, only as necessary, including so as to maintain existing footpaths, and in every case subject to advance approval of the Grantee except where delay may expose person or property to imminent loss or injury;
- (3) The right to plant and maintain native shrubs, trees and other vegetation, provided that the conservation values or purposes of this grant are not impaired, and subject to advance approval of the Grantee and upon advance consultation with the NHESP;

- (4) The right to conduct archaeological research, including artifact retrieval, but only after obtaining a permit from the State Archeologist of the Massachusetts Historical Commission as required by Section 27C of Chapter 9 of the Massachusetts General Laws and Title 950 of the Code of Massachusetts Regulations, Section 70 et. seq., as they may be modified from time to time, and with approval of the Grantee;
- (5) The right to conduct forestry research, subject to advance approval of the Grantee and upon advance consultation with the NHESP.
- (6) Erection and maintenance of small signs in locations determined by the Grantor denoting information or admonitions, including but not limited to, "Conservation Area", "Private Property" and/or "No Hunting";
- (7) The right to use and maintain existing footpaths of a width not to exceed six feet, and, subject to advance approval of the Grantee and upon consultation with the NHESP, and on terms and conditions satisfactory to the Grantee, the right to relocate the existing footpaths, to reserve easement rights to traverse on foot on such footpaths, or to grant easements to others to traverse on such footpaths;
- (8) The right to install, use and maintain underground utilities to serve the lands comprising the campus of the Woods Hole Oceanographic Institution, or its successor, now known as the "Quissett Campus", subject to the advance approval of the Grantee and upon consultation with the NHESP and provided that it is not feasible to install such new underground utilities within land not subject to this Conservation Restriction, the right to use and maintain existing underground utilities, and the right to relocate existing underground utilities subject to the approval of the Grantee and upon consultation with the NHESP, provided that disturbed areas are revegetated with native species following installation, maintenance or relocation;
- (9) The right, with the advance approval of the Grantee and subject to any applicable federal, state or local regulatory requirements, and upon consultation with the NHESP, to take other action reasonably necessary to preserve and protect the conservation values of this Conservation Restriction, including the following actions:
 - a. Removal from the Premises of mineral resources or natural deposits when necessary for proper drainage or soil conservation or erosion control,
 - b. De minimis non-chemical vegetation management activity, including cutting, removing or otherwise destroying trees, grasses or other vegetation, when necessary for disease control, resource management or public safety interest.

Whenever the exercise of any of the foregoing reserved rights requires advance consultation with the NHESP, the proposed activity shall be allowed only upon an advance determination by NHESP that the proposed activity will not impair any of the conservation values and, specifically, that the habitat of the Premises will not be impaired.

C. Notice and Approval.

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

Failure of Grantee to respond in writing within sixty (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 sixty (60) days in the notice, the requested activity is not prohibited herein, and the activity will not materially 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 Conservation Restriction hereby conveyed does not grant to the Grantee, to the general public, nor to any other person any right to enter upon the Premises except as follows:

The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Premises, crossing other land now of the Grantee as necessary to do so, 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.

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 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 V(B), 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. 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 bears to the value of the unrestricted property. 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 the funding received by Grantor from the National Institute of Standards and Technology, Department of Commerce, United States of America, under The American Recovery and Reinvestment Act of 2009, referred to in the Covenant of Purpose, Use and Ownership dated June 15, 2010, recorded in Barnstable Land Court Registry District as Document No. 1,143,111.

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 accordance with Paragraph V(B), 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. 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, provided Grantee shall give Grantor reasonable notice of its intent to make any such recording or filing; the Grantor, on behalf of itself and its successors and assigns, appoint the Grantee its 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 Massachusetts General Laws. 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 within 20 days 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 its ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. 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 sixty (60) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance with any obligation of the Grantor contained in this Conservation Restriction.

IX. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction to a non-fee owner 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 Massachusetts General Laws 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 Massachusetts General Laws. Any amendments to this Conservation Restriction shall occur only in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs and if applicable, shall comply with the provisions of Article 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be filed in the Land Court Registry District of Barnstable County.

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 Massachusetts General Laws have been obtained, and it has been recorded in a timely manner in the Land Court Registry District of Barnstable County.

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: Woods Hole Oceanographic Institution
360 Woods Hole Road
Falmouth (Woods Hole), MA 02543

To Grantee: Town of Falmouth
59 Town Hall Square
Falmouth, MA 02540

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 Sections 31-33 of Chapter 184 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 Section 32 of Chapter 184 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. Homestead

The Grantor attests that the Premises (including exclusions) and land abutting the Premises and owned by the Grantor, do not include any homes that are occupied or intended to be occupied as a principal residence by any person entitled to claim homestead rights therein.

C. The Grantor agrees that all liens, mortgages, construction loans and equity lines of credit shall be subordinate to this Conservation Restriction.

D. Attached hereto and incorporated herein are the following:

Signature Pages:

Grantor – Woods Hole Oceanographic Institution
Grantee – Falmouth Conservation Commission
Approval by Falmouth Board of Selectmen
Approval by Secretary of Energy and Environmental Affairs

EXECUTED this 4th day of December, 2020.

WOODS HOLE OCEANOGRAPHIC INSTITUTION

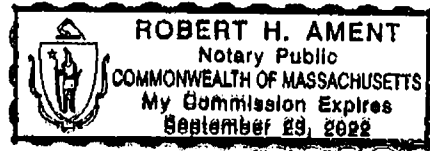
By: Peter de Menocal
Peter de Menocal, PhD
President and Director
(Authorized Signatory) See Doc. No. 1,143,110

Commonwealth of Massachusetts

Barnstable, ss

On this 4th day of ^{Dec} ~~November~~, 2020, before me, the undersigned notary public, personally appeared Peter de Menocal, PhD, President and Director of the Woods Hole Oceanographic Institution, proved to me through satisfactory evidence of identification, which was his MA driver's license, 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.

Robert H. Ament
Notary Public:
My Commission Expires: Sept 23, 2022



**ACCEPTANCE OF CONSERVATION RESTRICTION
BY FALMOUTH CONSERVATION COMMISSION**

Date: November 6, 2020

The undersigned duly authorized Administrator of the Conservation Commission of the Town of Falmouth hereby certifies that at a duly convened public meeting of the Falmouth Conservation Commission held on September 24, 2020, the six Commissioners in attendance and voting (Jamie Mathews, Chair, Courtney Bird, Peter Walsh, Kevin O'Brien, Steve Patton and Mark Gurnee), being a quorum, unanimously voted to approve and accept the foregoing Conservation Restriction from the Woods Hole Oceanographic Institution in accordance with Section 32 of Chapter 184 of the Massachusetts General Laws and the Town of Falmouth Conservation Restriction Policy. The undersigned further certifies that pursuant to the Vote Authorizing Signatures of Commissioners filed in the Land Court Registry District for Barnstable County as Document 1,393,706, she is authorized to execute this instrument on behalf of the individual Falmouth Conservation Commission members.

Jamie Mathews, Courtney Bird, Peter Walsh, Kevin O'Brien, Steve Patton and Mark Gurnee

By: Jennifer Lincoln Conservation Administrator
Jennifer Lincoln, Conservation Commission Administrator

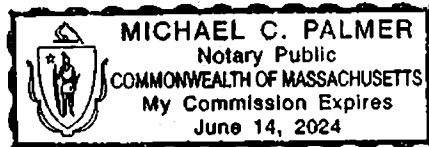
Commonwealth of Massachusetts

Barnstable, ss

On this 6th day of November, 2020, before me, the undersigned notary public, personally appeared Jennifer Lincoln, as Administrator of the Falmouth Conservation Commission, 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 she signed it voluntarily for its stated purpose, and that her foregoing signature constitutes the free act and deed of the above named members of the Falmouth Conservation Commission.

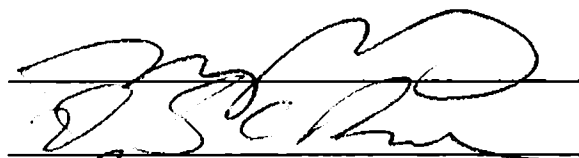
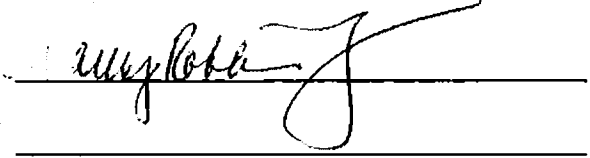
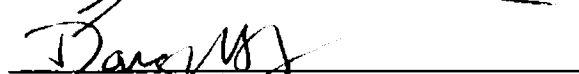
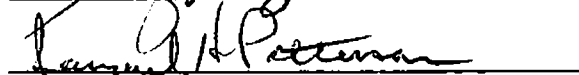
Michael C. Palmer
Notary Public:

My Commission Expires:



APPROVAL OF CONSERVATION RESTRICTION BY FALMOUTH BOARD OF SELECTMEN

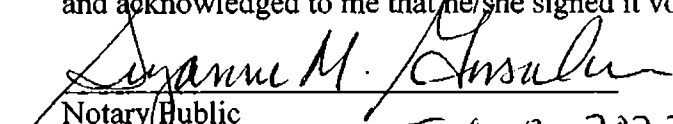
The foregoing Conservation Restriction from the Woods Hole Oceanographic Institution to the Town of Falmouth, acting by and through its Conservation Commission, is approved in the public interest by the Falmouth Board of Selectmen in accordance with Section 32 of Chapter 184 of the Massachusetts General Laws on October 19, 2020.

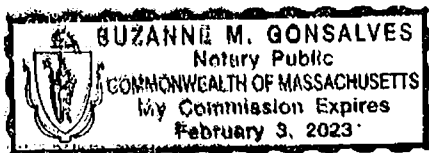
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Commonwealth of Massachusetts

Barnstable, ss

On this 19th day of October, 2020 before me, the undersigned notary public, personally appeared Megan English Braga, as Chair of the Falmouth Board of Selectmen, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.


Notary Public
My Commission Expires: Feb. 3, 2023



**TOWN OF FALMOUTH
OFFICE OF TOWN COUNSEL
APPROVED AS TO FORM**


T. Counsel

**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 from the Woods Hole Oceanographic Institution to the Town of Falmouth, acting by and through its Conservation Commission, has been approved in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

Dated: January 22nd, 2021



KATHLEEN A. THEOHARIDES
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this 22nd day of January, 2021, before me, the undersigned notary public, personally appeared KATHLEEN A. THEOHARIDES, and proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.



Notary Public: Denise Pires
My Commission Expires: December 28th, 2023

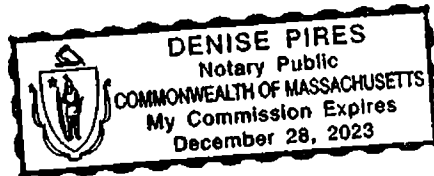
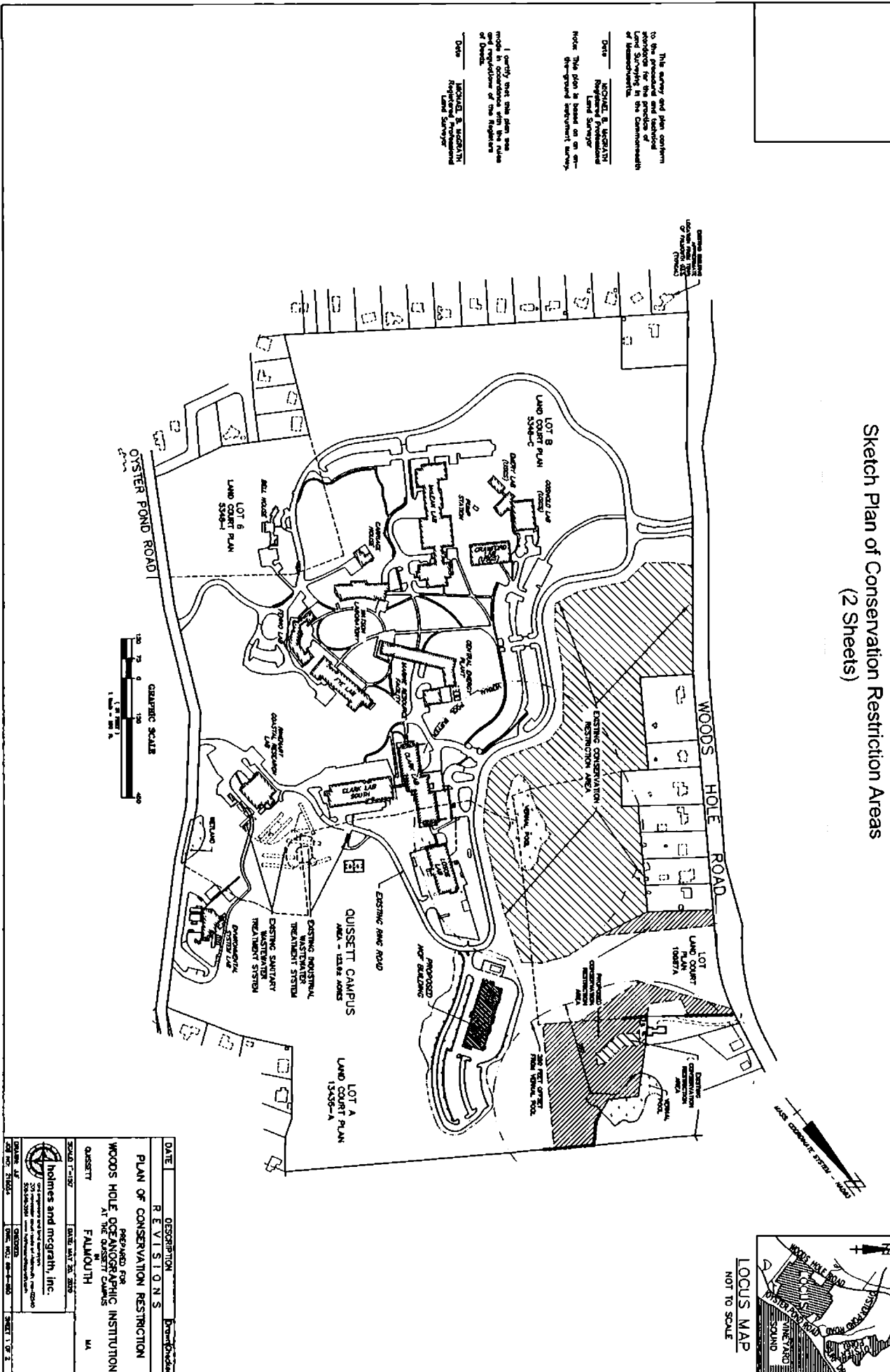


EXHIBIT A

**Sketch Plan of Conservation Restriction Areas
(2 Sheets)**



This survey and plan conform to the procedure and standard practice of a Registered Professional Land Surveyor in the Commonwealth of Massachusetts.

Date: MICHAEL S. MCGRATH
Registered Professional Land Surveyor

Note: This plan is based on an original topographic survey.

I certify that this plan was prepared by me or under my direct supervision and that I am a Registered Professional Land Surveyor.

Date: MICHAEL S. MCGRATH
Registered Professional Land Surveyor

| DATE | DESCRIPTION | Drawn/Checked |
|---|----------------------------------|---------------|
| 12/15/17 | REVISIONS | |
| 12/15/17 | PLAN OF CONSERVATION RESTRICTION | |
| PREPARED FOR WOODS HOLE OCEANOGRAPHIC INSTITUTION AT THE QUISSETT CAMPUS QUISSETT FALMOUTH MA | | |
| 12/15/17 | DATE: MAY 28, 2010 | |
| Holmes and Mcgrath, Inc. 200 Commercial Street Woods Hole, MA 02545 Telephone: 508-548-2000 Fax: 508-548-2001 Email: info@holmesandmcgrath.com | | |
| SHEET 1 OF 2 | | |

WOODS HOLE OCEANOGRAPHIC INSTITUTION

EXHIBIT B TO CONSERVATION RESTRICTION

Description of Restriction Area A,

Beginning at a point on the southeasterly sideline of Woods Hole Road, a state highway, said point being the northerly corner of Lot D shown on Land Court Plan 10087-D,

- Thence N 33°39'46" E by Woods Hole Road, 58.98 feet;
- Thence S 56°20'14" E by other land of Grantor, 435.45 feet;
- Thence N 78°05'37" W by other land of Grantor that is the Conservation Restriction Area containing 0.34± acres described in the Conservation Restriction dated June 20, 2019 registered as Document No. 1,387,127, 200.17 feet; and
- Thence N 52°50'48" W by said Lot D on L.C. Plan 10087-D, 250.00 to the point of beginning on Woods Hole Road.

Restriction Area A contains 23,513± square feet (.54± acres), being a portion of the land shown on L.C. Plan 10087A.

Restriction Area B,

Beginning at a point on the easterly sideline of Woods Hole Road, a state highway, said point being the northerly corner of the land shown on Land Court Plan 10087A;

- Thence by the sideline of Woods Hole Road, in an arc with radius of 639.95 feet, generally to the southwest, turning more westerly, an arc distance of 24.73 feet;
- Thence S 34°55'38" E by other land of Grantor, 369.60 feet;
- Thence S 85°16'05" E by other land of Grantor, 270.60 feet;
- Thence S 55°49'43" E by other land of Grantor, 137.57 feet;
- Thence N 33°17'04" E by other land of Grantor, 471.57 feet;
- Thence N 55°45'32" W by other land of Grantor, 21.69 feet;
- Thence N 57°18'29" W by other land of Grantor, 81.30 feet;
- Thence N 54°42'29" W by other land of Grantor, 46.80 feet to a drill hole;
- Thence S 43°44'44" W by land now or formerly owned by Woods Hole FHC LLC, 92.41 feet to a drill hole;

Thence S 68°39'44" W by said Woods Hole FHC LLC land, 93.91 feet;

Thence N 56°57'16" W by said Woods Hole FHC LLC land, 112.13 feet;

Thence S 46°15'44" W by said Woods Hole FHC LLC land and by land now or formerly of Gregory J. Wozena and Shirley L. Wozena, a total of 208.45 feet;

Thence S 42°40'43" W by said land of Wozena, 12.87 feet;

Thence S 47°19'17" E by other land of Grantor, 23.86 feet;

Thence N 37°28'54" E by other land of Grantor that is the Conservation Restriction Area containing 8,606± s.f. described in the Conservation Restriction dated June 20, 2019 registered as Document No. 1,387,127, 29.07 feet;

Thence S 53°09'44" E by said existing Conservation Restriction Area, 59.00 feet;

Thence N 85°17'38" E by said existing Conservation Restriction Area, 68.00 feet;

Thence N 80°52'11" E, by said existing Conservation Restriction Area, 25.00 feet;

Thence S 60°20'25" E, by said existing Conservation Restriction Area, 33.00 feet;

Thence S 29°39'35" W, by said existing Conservation Restriction Area, 45.00 feet;

Thence N 64°25'51" W, by said existing Conservation Restriction Area, 16.00 feet;

Thence S 85°49'50" W, by said existing Conservation Restriction Area, 100.00 feet;

Thence N 53°09'50" W, by said existing Conservation Restriction Area, 75.00 feet;

Thence S 40°47'10" W by other land of Grantor, 48.09 feet;

Thence N 47°19'17" W by other land of Grantor, 27.00 feet;

Thence S 42°40'43" W by said land of Wozena and by other land of Grantor, a total of 64.64 feet;

Thence N 59°21'04" W by other land of Grantor, 126.13 feet;

Thence N 15°08'45" E by other land of Grantor, 67.72 feet to a drill hole;

Thence N 52°27'16" W by said land of Wozena, 126.37 feet to a drill hole; and

Thence N 52°02'08" W by said land of Wozena, 51.19 feet to the point of beginning on Woods Hole Road.


Restriction Area B contains 3.78± acres, consisting of 3.56± acres of upland and an additional .22± acres that is part of a vernal pool as shown on the below mentioned plan; Restriction Area B comprises a portion of the land shown on Land Court Plan 10087A and a portion of Lot A shown on Land Court Plan 13436A.

For title to Restriction Area A and Restriction Area B, see Certificate of Title No. 44053.

Both Restriction Area A and Restriction Area B are shown on the Sketch Plan dated May 20, 2020, consisting of two sheets (Sheets "1 of 2" and "2 of 2"), attached as Exhibit A to the Conservation Restriction to which this Exhibit B is attached.

**NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY (NIST),
U.S. DEPARTMENT OF COMMERCE**

In accordance with 15 C.F.R § 14.32 and the terms of the Covenant of Purpose, Use and Ownership dated June 15, 2010 and recorded in the Land Court Registry District for Barnstable County as Document No. 1,143,111, the NIST Grants Officer hereby consents to the foregoing Conservation Restriction entered into by and between Woods Hole Oceanographic Institution and the Town of Falmouth, Massachusetts.

By: 

Dean T. Iwasaki
Grants Officer
NIST Grants Management Division

Date: 12/31/2020