

MEMORANDUM OF UNDERSTANDING

by and between the
TOWN OF BOYLSTON

AND

GREATER WORCESTER LAND TRUST, INC.

Regarding the Acquisition of the Sewall Pond Property in Boylston, MA

This Memorandum of Understanding (“MOU”) is entered in to on this _____ day of December, 2020, by and between the **Greater Worcester Land Trust Inc.**, a Massachusetts non-profit corporation organized in 1987 exclusively for charitable, educational and scientific purposes, with an address of 4 Ash Street, Worcester, MA 01608 (the “GWLT”) and the **Town of Boylston**, a Massachusetts municipal corporation with an address of 221 Main Street, Boylston, MA 01505 (the “Town”).

Whereas, the GWLT has a specific purpose to conserve, protect and preserve in their natural or open condition for the benefit of present and future generations the lands and waters of the Worcester region, including rivers, streams, lakes, ponds, woodlands, wetlands of all kinds, wildlife habitat, agricultural lands, sites of historical or ecological significance and other scenic, natural or productive lands and waters;

Whereas, the Town has a Parks and Recreation Commission, formed under MGL Part I, Title VII, Chapter 45, Section 2, which has a mission to offer the residents of the Boylston community programs, services and facilities that will enrich their lives;

Whereas, the Town is currently in the process of drafting a Boylston Open Space and Recreation Plan, and in the process of drafting that plan has identified a number of critical community recreation needs including athletic fields;

Whereas, the GWLT has been offered the opportunity to acquire an 18.36 acre property on Sewall Street, shown by the Boylston Assessor as Map 7 Lot 30, recorded in the Worcester District Registry of Deeds in Book 56635 Page 254, and owned by Pine Street Boylston Realty LLC (the “Property”);

Whereas, the Property has aquatic resources suitable for recreation and wildlife habitat viewing including frontage on northern Sewall Pond, a small enclosed “skating pond”, and a natural stream course and wetland along its northern portion;

Whereas, the present owners of the Property have agreed to level and loam the approximately 4 acre clearing along the southern portion of the site rendering it suitable for the development of athletic fields;

Whereas, the owners of the Property have expressed an intention to sell the Property by December 31, 2020; and

Whereas, the Town and the GWLT want to work cooperatively to purchase the Property for the purpose of preserving it as recreational land.

NOW THEREFORE, in consideration of the mutual agreements and covenants contained herein, the adequacy and sufficiency of which are hereby irrevocably accepted and acknowledged, the GWLT and the Town hereby covenant and agree as follows:

1. The GWLT shall act to acquire the Property by purchase from Pine Street Boylston Realty LLC by December 31, 2020 for the purchase price of \$150,000;
2. GWLT agrees to hold the Property for a reasonable period of time for the benefit of Boylston, said period being at least 18 months from the date of purchase by the GWLT, with explicit the intention to sell the Property to the Town for the sum of \$150,000;
3. If the GWLT acquires title to the Property as contemplated in the preceding section, the Town, acting by and through its Board of Selectmen, shall seek an appropriation of \$150,000 at a Town Meeting for the purchase of the Property from the GWLT, for the use and benefit of its residents by and through its Parks and Recreation Commission;
4. If the Town acquires title to the Property as contemplated in preceding section, the Town shall work with its Fire Department and Highway Department for the purpose of the removal of the abandoned structure in the south-western portion of the site, preparing the Property for public recreational use, to be addressed at a time and method of the Town's choosing;
5. In the event the Town fails to obtain an appropriation of \$150,000 for the purpose of purchasing the Property from the GWLT within 18 months from the date the GWLT purchased the Property, or upon an earlier written notice from the Town's Board of Selectmen that the Town will not purchase the Property, then the GWLT shall be free to dispose of the Property as it best sees fit to restore its financial investment.
6. This MOU shall become null and void if the current owner of the Property sells it to a party other than the GWLT or the GWLT does not obtain title to Property by July 1, 2021.

This Memorandum of Understanding is intended as a general memorialization and outline of the intent of the GWLT and the Town to proceed in good faith to acquire the Property. Neither party, however, shall have a right to enforce the terms of this MOU against the other or to bring a claim or cause of action against the other party based upon the terms of this MOU.

IN WITNESS whereof the parties hereto caused their authorized representatives to set their hands and seals on the dates below written.

GREATER WORCESTER LAND TRUST, INC.

TOWN OF BOYLSTON
By its Board of Selectmen

By: _____

James Underwood

Date: _____

Matthew Mecum

Seth Ridinger

Date: _____