



2014 00056132

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Page: 1 of 26 06/26/2014 03:37 PM WD

Grantor: The Town of Mendon**Grantee:** Metacomet Land Trust, Inc**Address of Property:** 97 Acre parcel including 17 Pleasant Street, 48 Kinsley Lane and 79 Millville Street**For Title see:** Book 52480 Pg 37**CONSERVATION RESTRICTION**

for

Meadow Brook Uplands Conservation Area, Mendon, MA

The Town of Mendon, acting by and through its Conservation Commission, having an address of 20 Main Street, Mendon, Massachusetts 01756, being the sole owner ("Grantor"), acting pursuant to Massachusetts General Law c40 sec 8c, hereby grants with quitclaim covenants to **Metacomet Land Trust, Inc.**, a Massachusetts non-profit corporation, with a mailing address of P.O. Box 231 Franklin, Massachusetts 02038 and its permitted successors and assigns ("Grantee"), for no consideration, **in perpetuity and exclusively for conservation purposes**, the following Conservation Restriction on the entirety of four (4) parcels of land located in the Town of Mendon, Massachusetts, north of Pleasant Street and west of Millville Road in the Town of Mendon, Worcester County, Massachusetts totaling approximately 97 acres, said parcels being known as the Meadow Brook Uplands Conservation Area ("Premises"), and being shown as "Conveyance Parcel (Gannett))" on plan of land entitled "Conservation Restriction Plan of Land" dated 6/24/14 prepared by Shea Engineering & Surveying, Inc. to be recorded herewith and more particularly described in and attached Exhibit A.

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 its current condition in **perpetuity for conservation purposes**, predominantly 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.

This restriction is in compliance with Article 42 of the Town Meeting Vote held on November 19, 2013, to satisfy the requirements of Section 12 of M.G.L. Chapter 44B, the Community Preservation Statute. A certified copy of this Vote is attached hereto as Exhibit B.

The Premises was purchased using Massachusetts LAND grant funds, Massachusetts Community Preservation Act funds (MGL Chapter 44B), and private donation as a bargain sale. The purposes of this Conservation Restriction are to assure that, while permitting certain acts and uses described in Section II.B herein, the Premises will be subject to the prohibitions described in Section II.A hereof, so that the Premises are retained in perpetuity in their natural, scenic, and open condition for fish and wildlife conservation, native habitat protection, associated public passive recreation, and other conservation uses consistent with and subject to the protections of Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, and to prevent any use of the

Premises that will materially impair or interfere with the conservation values thereof. The Premises contain outstanding qualities, including forested habitat, wetlands, and a riparian corridor, the protection of which will be of benefit to the public (the "Purposes"). These qualities are described below:

- **Open Space Preservation.** The protection of the Premises contributes to the protection of the scenic and natural character of the Town of Mendon and enhances the value of these natural areas for the Town. The Mendon Open Space and Recreation Plan identifies the Premises as a priority for conservation and the Premises lie within a larger corridor of approximately 1,000 acres of private and public undeveloped land which is a high priority for the Mendon Land Use Committee.

Mendon "Open Space and Recreation Plan" (2013-20) lists the Premises as a property "of Conservation Interest." The Premises is adjacent to hundreds of acres of open space owned by the Town of Mendon on Pleasant Street.

- **Riverfront and Floodplain Protection.** The Premises contains more than 2,300 feet of Meadow Brook, over 20 acres of wetland and an additional 1,660 feet of uplands buffer bordering Meadow Brook wetlands. There are over 2,000 feet of unnamed streams. The origin of Meadow Brook is just to the north of the parcel at the outlet of Nipmuc Pond. The property's wetland areas ensure water quality in the brook which drains Lake Nipmuc and supplies the Town of Uxbridge's Zone II Aquifer, a state-designated Important Water Protection Area and high and medium yield aquifers.

- **Scenic Protection/Historic Landscape.** The Premises is listed in the Mendon Open Space Inventory as being important for its scenic and historic features and is a neighborhood preservation priority. The Premises also contains numerous historic stone walls, stone mounds and other stone features.

- **Passive Recreation and Public Access Trails.** The Premises includes over two (2) miles of maintained cart roads and paths. There is access on Kinsley Lane, frontage on Millville Road, and access through an adjacent town parcel on Pleasant Street where significant connective paths and trails are available. Access to vulnerable habitat areas will be carefully managed and will provide educational opportunities to experience the great blue heron rookery and vernal pool. Rookery habitat preservation will be managed to encourage continued nesting and biodiversity. General public trail access for the purposes of passive recreation includes, but is not limited to, walking, cross-country skiing, mountain biking, and horseback riding. Protection of the Premises enhances passive recreational value of nearby public lands.

- **Education.** The Premises provides opportunities for nature study and educational opportunities.

- **Historic.** The entire Town of Mendon is located within the nationally designated John H. Chafee Blackstone River Valley National Heritage Corridor that highlights the Blackstone River Valley's significance to the development of the nation.

- **Protection of Wildlife Habitat.** Approximately 60% of the Premises falls within BioMap2 Wetland Core 986 and Critical Natural Landscape Block 597, making this 100 contiguous acre parcel a valuable resource for conservation. It is nestled between Priority Habitat 297 and Priority Habitat 1365, with Priority Habitat 297 overlapping a portion of the western border, and Priority Habitat 1365 less than 1,000 feet from the eastern border. Seventy-six percent of the parcel is in the Terrestrial Conservation Focus Area.

In particular, the Premises includes an uplands wetlands swamp and heron rookery with at least 20 active nests in 2013. Prior to tree and nest loss due to storms like Hurricane Irene 2011, the rookery had more than 60 nests, and had been recognized as the second largest in the state. This rookery is unusual in the fact that it is on uplands wetlands - at the peak of a hill (altitude ~ 490'), over 100 feet above the surrounding Meadow Brook and wetlands.

Less than 100 feet from the rookery, an uplands vernal pool (PVP14050) is wholly contained on this property, and is currently in the state's certification process based on observations of obligate species egg masses (spotted salamander and wood frog), and possibly fairy shrimp and other salamander egg masses (blue or Jefferson, though the photographs were not conclusive). The pool is 114 meters by 5 meters, and is pooled between two ledges of rock offering it wind protection and seclusion. Similar to the rookery, the vernal pool is near the peak of a hill at 490 ft, with no higher peaks draining into it. The property also includes a portion of PVP (Potential Vernal Pool) 14040, where 2 obligate species have been identified, and a portion of PVP 14041, where 1 obligate species has been identified thus far. Two obligate species have been identified in uplands wetlands on the perimeter of the property, in the vicinity of the heron rookery. This wetlands has not been identified as a PVP by the state. The property is also in close proximity to 2 additional potential vernal pools (PVP 14042 and 14046).

The property is undeveloped, primarily oak and white pine forest, with stands of beech and hemlock. Numerous rocky cliffs run through the parcel. The land may have once been used for dairy and sheep farming, and cranberry bogs have been located in the vicinity.

- **Furtherance of Government Policy.** Protection of the Premises furthers the Town of Mendon Open Space and Recreation Plan for its contribution to the following goals: Goal 1 To protect critical parcels of land for conservation and passive recreation, Goal 3 To access funding and land protection strategies to protect or purchase land for open space or recreation, Goal 4 To maintain recreational and passive recreation properties the town owns, Goal 5 To protect the town's water resources (wetlands, ponds, aquifers etc.). The Premises is also within the John H. Chafee Blackstone River Valley National Heritage Corridor.

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 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, indoor riding ring, landing strip, mobile home, swimming pool, golf driving range, 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;
- (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, including leaf litter;
- (5) Activities detrimental to wildlife habitat, 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;
- (7) The disruption, removal, or destruction of the stone walls, stone foundations, stone wells, stone piles, or granite fence posts on the Premises;
- (8) Subdivision or conveyance of a part or portion of the Premises. Further neither the Premise nor any portion of the Premises may be used towards building or development requirements for this or any other parcel.
- (9) The use of the Premises for more than *de minimis* commercial recreation, business, residential or industrial use.
- (10) 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.

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:

Safeguarding Historic and Archaeological Resources.

- (1.) New construction, demolition, or rehabilitation, and any other activity in support of permitted uses and reserved rights that proposes disturbance to the surface or subsurface of the ground, shall require prior consultation with the Massachusetts Historical Commission (or appropriate successor official) to prepare a protocol and implement procedures to identify, evaluate, and adopt feasible alternatives to avoid, minimize, or mitigate any adverse effects to historic and archaeological assets.
- (2.) Grantor and Grantee shall make every reasonable effort to prohibit any person from conducting archaeological field investigation including metal detecting, digging, or artifact collecting without approval of the State Archaeologist of the Massachusetts Historical Commission (or appropriate successor official), and shall promptly report any such prohibited activity to the State Archaeologist of the Massachusetts Historical Commission (or appropriate successor official). Grantor and Grantee shall include the prohibition against digging, artifact collecting, or metal detecting in any list of rules for visitors to the Premises.
- (3) **Recreational Activities.** Fishing, hunting, boating, hiking, horseback riding, cross-country skiing and other non-motorized outdoor passive recreational and educational activities that do not materially alter the landscape, do not degrade environmental quality, and conform to the Land Use Regulations promulgated by the Grantor. Motorized wheelchairs or similar equipment reasonably necessary to enable mobility impaired members of the public to access the Premises is permitted.
- (4) **Vegetation and Forest Management.** In accordance with generally accepted management practices consistent with the conservation purposes of this Conservation Restriction, and in consultation with NHESP, removing of brush, limited and selective pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, establishing unpaved trails; selective clearing of forest upland areas to create meadow habitat; preserving the present condition of the Premises, including woods roads, fence lines, stone walls, and trails.

Forest management, timber harvesting, and salvage logging according to a forest management plan by a licensed forester consistent with this Conservation Restriction and approved by the Massachusetts Department of Conservation and Recreation acting by and through its State Forester and designed to protect and enhance the conservation values of the Premises.

The removal of non-native or invasive plant species, the interplanting of native species, and the control of species in a manner that minimizes damage to surrounding, non-target species.

(5) **Wildlife Habitat Improvement.** Subject to the approval of the Grantee as described in Section II.C below, and in consultation with NHESP, 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.

(6) **Archaeological Investigations.** The conducting of non-destructive field investigations or surveys for historic, Tribal and/or archaeological resource management, conservation of historic, Tribal and/or archaeological resources, research and/or planning undertaken in accordance with a research design and methodology permitted and approved by the Massachusetts State Archaeologist or successor official under an Archaeological Field Investigation Permit issued by the State Archaeologist pursuant to M.G.L. Chapter 9, Section 26A and pertinent regulations. Any permitted activities involving Native American artifacts, sites of known habitation, ceremonial sites and ceremonial landscapes or continued use sites shall be conducted under the direct supervision of one or more of the regional Tribal Historic Preservation Offices or their designee..

(7) **Trails.** The marking, clearing and periodic maintenance of trails. Removal of stone wall sections to provide trail access and trails wider than 6 feet shall require the approval of the Grantee as described in Section II.C below.

(8) **Signs.** The erection, maintenance, and replacement of signs by Grantor or Grantee for the following purposes: information about allowed and prohibited uses, educational/interpretative information; trail location, name, distance and directional signs; property name and ownership; and acknowledgment of the LAND grant award.

(9) **Infrastructure.** The installation, use, maintenance, repair, renovation, replacement, of boardwalks or bridges, and culverted stream crossings for trail use; the restoration of stone walls; the filling in of pre-existing perc test pits.

(10) **Fencing.** The placing of sight-pervious fences that do not interfere with the conservation and recreation purposes of this Conservation Restriction.

(11) **Management Plan.** A Management Plan for the Premises shall be prepared by the Grantor and approved by the Grantee, which approval shall not be unreasonably withheld. The Management Plan shall provide for management of the Premises in a manner consistent with generally accepted "Best Management Practices" for conservation land as those practices may be identified from time to time by appropriate governmental or educational institutions after consultation with NHESP, and in a manner not wasteful of soil resources or detrimental to water quality or conservation and consistent with this Conservation Restriction. The Management Plan shall be updated periodically, particularly

if new information or new knowledge is obtained that promotes or enhances the management of the Premises, but no less frequently than every five (5) years.

(12) Permits. The exercise of any right reserved by Grantor under this Paragraph B or for which approval is granted 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. All acts and uses not explicitly permitted by Section II.B are prohibited unless otherwise approved as described in Section II.C below.

C. Notice and Approval. Whenever notice to or approval by Grantee is required under the provisions of Paragraph A or B, Grantor shall notify Grantee in writing not less than sixty (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 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 purposes of this Conservation Restriction. Failure of the 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 Paragraph C relative to deemed approval after sixty (60) days in the notice, the requested activity is not a prohibited act or use herein and the requested activity will not materially impair the conservation values of the Premises.

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.

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.

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.

V. EXTINGUISHMENT

The Grantor and Grantee agree that the grant of this Conservation Restriction gives rise to a legal interest in the Grantee for all. If any occurrence gives rise to an extinguishment or other release of the Conservation Restriction under applicable law after approval by the Secretary of Energy and Environmental Affairs, the Grantor and Grantee shall be reimbursed from the proceeds, once recovered, for their respective share of reasonable legal expenses, if any, associated with the recovery of said proceeds. The remaining balance of the proceeds shall be deposited into the Grantor's Community

Preservation Fund for the purchase of interests in open space conservation in accordance with the Community Preservation Act. In the event the Town of Mendon opts out of the Community Preservation Act, or in the event that any non-Community Preservation funds are yielded by extinguishment, then such funds shall be applied to the acquisition of additional interests in open space conservation.

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, appoint 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; 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 by which he divests himself 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 either 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 his or her 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 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 a non-fee owner to ensure that merger does not occur and that the 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. 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 Worcester 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 Worcester Registry of Deeds. The Grantee shall record this instrument in timely manner in the Worcester 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: Town of Mendon Conservation Commission
20 Main Street
Mendon, MA 01756

With A Copy to: Attention: Town Manager
Town of Mendon
20 Main Street
Mendon, MA 01756

Robert S. Mangiaratti
Murphy, Hesse, Toomey & Lehane LLP
Attorneys at Law
Crown Colony Plaza
300 Crown Colony Drive, Suite 410
Quincy, MA 02169

To Grantee: Metacomet Land Trust, Inc.
P.O. Box 231
Franklin, MA 02038

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

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 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.

Attachment herto and incorporated herin are the following:

Signature Pages

Grantor: Conservation Commission

Grantee: Metacomet Land Trust, LLC

Selectment of Town of Mendon

Approval of Secretary of Energy and Environment

Exhibit A – Legal Description, Sketch Plan

Exhibit B – Community Preservation Act vote

Meadow Brook Uplands

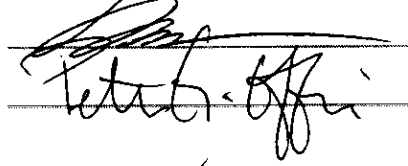
We, the undersigned, being a majority of the Conservation Commission of the Town of Mendon, Massachusetts, hereby certify that at a public meeting held on May 14, 2014 we voted to approve the foregoing Conservation Restriction to Metacomb Land Trust, Inc., pursuant to M.G.L. Chapter 184, Section 32 and in compliance with Section 12(a) of M.G.L. Chapter 44B, the Community Preservation Act, so called.

Executed under seal this 14th day of May, 2014 by the Town of Mendon Conservation Commission.

TOWN OF MENDON,
By Its Conservation Commission







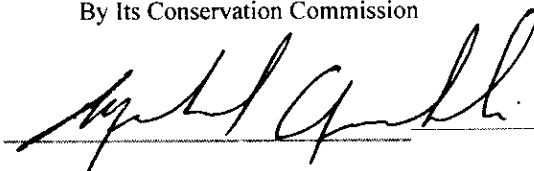
Phil K. Wellman
Notary
7-22-16

Meadow Brook Uplands

We, the undersigned, being a majority of the Conservation Commission of the Town of Mendon, Massachusetts, hereby certify that at a public meeting held on May 14, 2014 we voted to approve the foregoing Conservation Restriction to Metacornet Land Trust, Inc., pursuant to M.G.L. Chapter 184, Section 32 and in compliance with Section 12(a) of M.G.L. Chapter 44B, the Community Preservation Act, so called.

Executed under seal this 14th day of May, 2014 by the Town of Mendon Conservation Commission.

TOWN OF MENDON,
By Its Conservation Commission

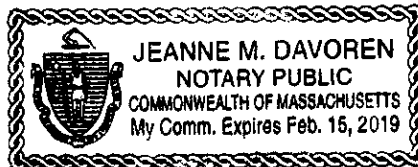


COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this 15th day of MAY, 2014, before me, the undersigned notary public, personally appeared Michael Ammettdia, members of the Town of Mendon Conservation Commission, proved to me through satisfactory evidence of identification which was known Personally to be the person whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Jeanne M. Davoren
Notary Public
My Commission Expires:



Meadow Brook Uplands Conservation Area

**APPROVAL BY THE BOARD OF SELECTMEN
FOR THE TOWN OF MENDON**

We, the undersigned, being a majority of the Selectmen of the Town of Mendon, Massachusetts, hereby certify that at a public meeting held on May 28, 2014 the Mendon Board of Selectmen voted to approve the foregoing Conservation Restriction from the Mendon Conservation Commission to Metacomet Land Trust, Inc. pursuant to M.G.L c 40 Section 8c, and M.G.L. Chapter 184, Section 32 and in compliance with Section 12(a) of M.G.L. Chapter 44B, the Community Preservation Act, so called.

Executed under seal this 4th day of June, 2014.

TOWN OF MENDON,
By Its Board of Selectmen

Kurtis Curry 6/4/14

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this 4th day of June, 2014, before me, the undersigned notary public, personally appeared Rich Schofield, members of the Town of Mendon Board of Selectmen, proved to me through satisfactory evidence of identification which was driver's license to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Gail L. Wellman
Notary Public

My Commission Expires: 7-22-16

Reil

Meadow Brook Uplands Conservation Area

**APPROVAL BY THE BOARD OF SELECTMEN
FOR THE TOWN OF MENDON**

We, the undersigned, being a majority of the Selectmen of the Town of Mendon, Massachusetts, hereby certify that at a public meeting held on May 28, 2014 the Mendon Board of Selectmen voted to approve the foregoing Conservation Restriction from the Mendon Conservation Commission to Metacomet Land Trust, Inc. pursuant to M.G.L c 40 Section 8c, and M.G.L. Chapter 184, Section 32 and in compliance with Section 12(a) of M.G.L. Chapter 44B, the Community Preservation Act, so called.

Executed under seal this 4th day of June 2014.

TOWN OF MENDON,
By Its Board of Selectmen

X [Signature]

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this 4th day of June, 2014, before me, the undersigned notary public, personally appeared Mark Reil, members of the Town of Mendon Board of Selectmen, proved to me through satisfactory evidence of identification which was driver's license to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

[Signature]
Notary Public

My Commission Expires: 7-22-16

Goddard

Meadow Brook Uplands Conservation Area

**APPROVAL BY THE BOARD OF SELECTMEN
FOR THE TOWN OF MENDON**

We, the undersigned, being a majority of the Selectmen of the Town of Mendon, Massachusetts, hereby certify that at a public meeting held on May 28, 2014 the Mendon Board of Selectmen voted to approve the foregoing Conservation Restriction from the Mendon Conservation Commission to Metacomet Land Trust, Inc. pursuant to M.G.L c 40 Section 8c, and M.G.L. Chapter 184, Section 32 and in compliance with Section 12(a) of M.G.L. Chapter 44B, the Community Preservation Act, so called.

Executed under seal this 3rd day of June, 2014.

TOWN OF MENDON,
By Its Board of Selectmen

X Michael Goddard

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this 3rd day of June, 2014, before me, the undersigned notary public, personally appeared Michael Goddard, members of the Town of Mendon Board of Selectmen, proved to me through satisfactory evidence of identification which was driver's license to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Gail R. Bellman
Notary Public

My Commission Expires: 7-22-16

ACCEPTANCE OF GRANT

6th Metacomet Land Trust, Inc., accepts the above Conservation Restriction this day of June, 2014.

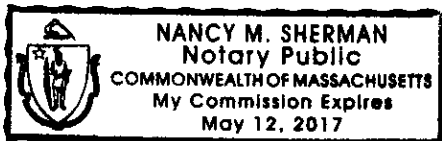
Metacomet Land Trust, Inc
By: Lisa A. Mosczynski
Lisa A. Mosczynski
Its President

By: Susan P. Speers
Susan P. Speers
Its Treasurer

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this 6th day of June, 2014, before me, the undersigned notary public, personally appeared Lisa A. Mosczynski, President of Metacomet Land Trust, Inc., proved to me through satisfactory evidence of identification which was MA LIC 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.

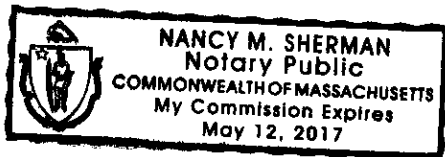


Nancy M. Sherman
Notary Public
My Commission Expires: 5-12-17

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this 6th day of June, 2014, before me, the undersigned notary public, personally appeared Susan P. Speers, Treasurer of Metacomet Land Trust, Inc., proved to me through satisfactory evidence of identification which was MA LIC 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.



Nancy M. Sherman
Notary Public
My Commission Expires: 5-12-17

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 Mendon Conservation Commission to Metacomet Land Trust, LLC has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: June 25, 2014

Maureen Callahan Barrett

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 25th day of June, 2014, before me, the undersigned notary public, personally appeared *Maureen Callahan Barrett* Secretary of Energy and Environmental Affairs, proved to me through satisfactory evidence of identification which was *personally known to me* to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Maureen Callahan Barrett

Notary Public

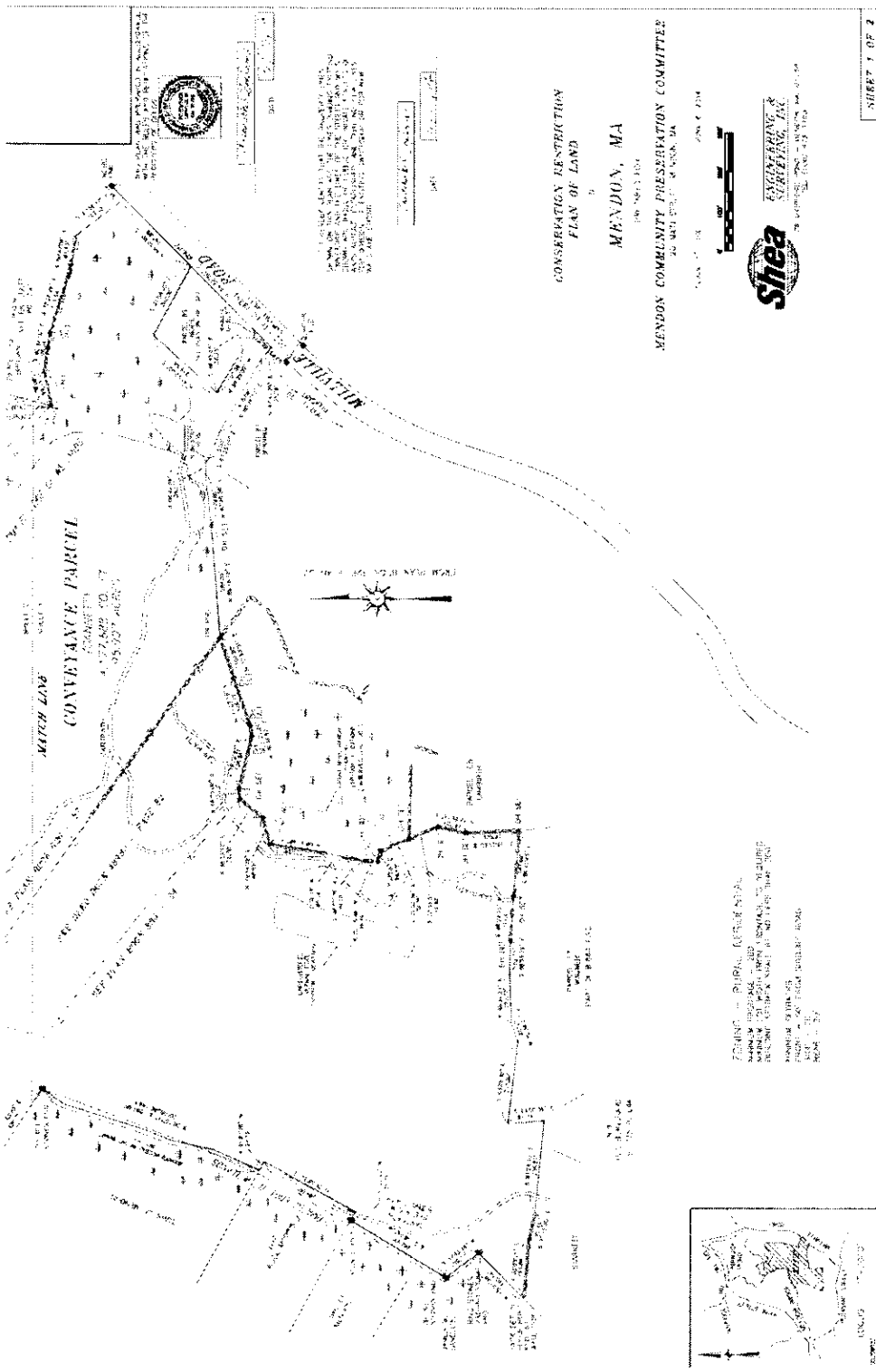
My Commission Expires: 12/7/2018

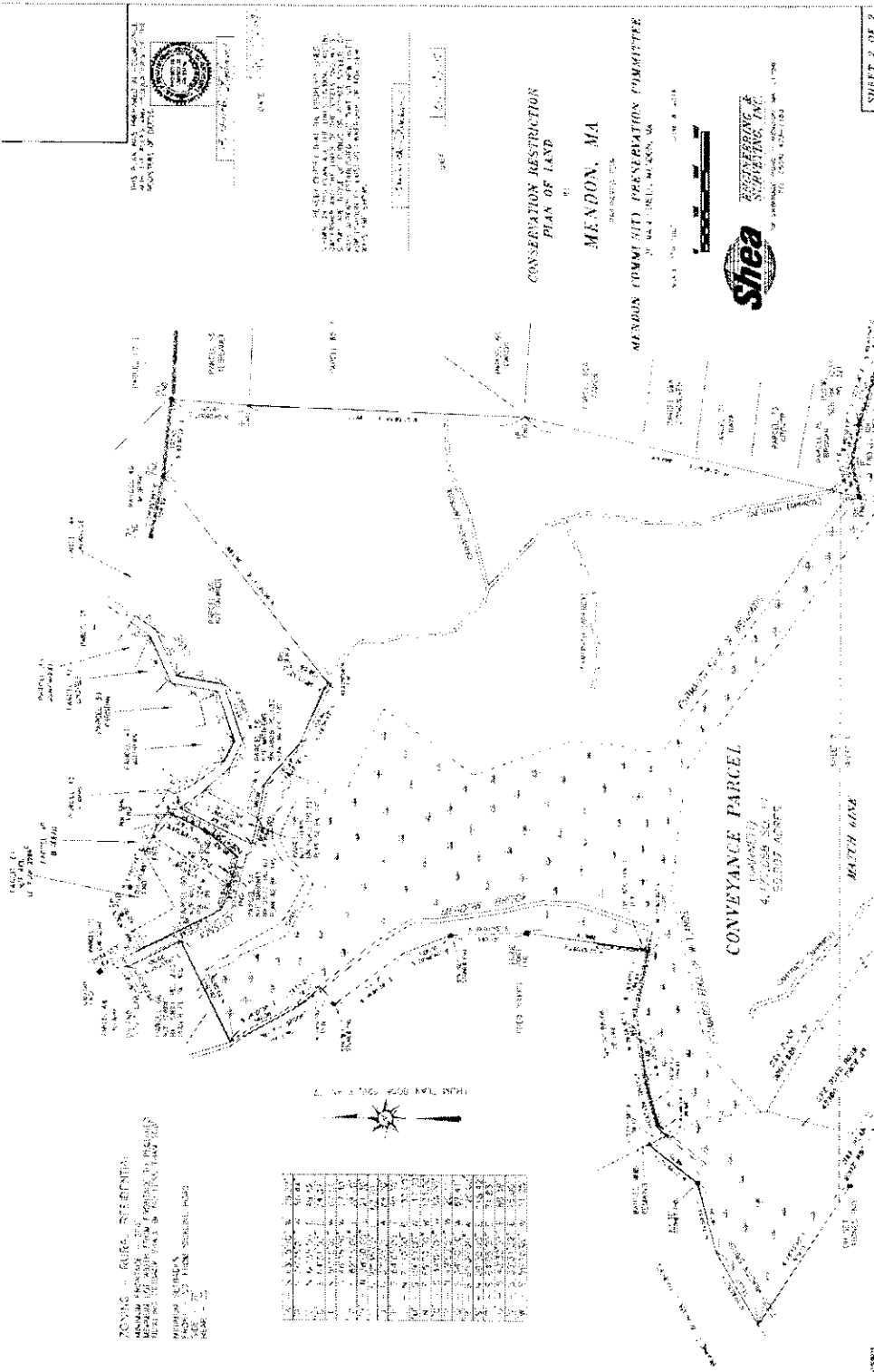
Exhibit A

Conveyance Parcel (Gannett) on plan of land entitled "Conservation Restriction Plan of Land in Mendon, MA ". Prepared for Town of Mendon Community Preservation Committee, dated ~~6/24/14~~ prepared by Shea Engineering & Surveying, Inc. to be recorded herewith. Said Conveyance Parcel containing 97 acres according to said plan, a reduced copy attached hereto as "sketch plan".

For title reference, see:

- 1) Deed recorded in the Worcester County Southern District Registry of Deeds at Book 43281, Page 253 being shown on the Town of Mendon Assessor's Map 16 as Parcel 48;
- 2) Deed recorded in the Worcester County Southern District Registry of Deeds at Book 45531, Page 299 being shown on the Town of Mendon Assessor's Map 16 as Parcel 79;
- 3) Deed recorded in the Worcester County Southern District Registry of Deeds at Book 48980, Page 89 and being shown on the Town of Mendon Assessor's Map 21 as Parcel 17 and
- 4) the five acre parcel (not identified on the Mendon Town Assessor's Map) recorded in the Worcester County Southern District Registry of Deeds at Book 1089, Page 128





ZONING - RURAL RESIDENTIAL
 MENDON, MASSACHUSETTS
 THESE PARCELS ARE SUBJECT TO THE ZONING REGULATIONS OF THE TOWN OF MENDON, MASSACHUSETTS.

PARCEL NO.	AREA (ACRES)	ADJACENT PARCELS
1	1.2	2, 3, 4
2	1.5	1, 3, 5
3	1.8	1, 2, 4, 6
4	2.1	1, 3, 7
5	2.4	2, 3, 8
6	2.7	3, 4, 9
7	3.0	4, 5, 10
8	3.3	5, 6, 11
9	3.6	6, 7, 12
10	3.9	7, 8, 13
11	4.2	8, 9, 14
12	4.5	9, 10, 15
13	4.8	10, 11, 16
14	5.1	11, 12, 17
15	5.4	12, 13, 18
16	5.7	13, 14, 19
17	6.0	14, 15, 20
18	6.3	15, 16, 21
19	6.6	16, 17, 22
20	6.9	17, 18, 23
21	7.2	18, 19, 24
22	7.5	19, 20, 25
23	7.8	20, 21, 26
24	8.1	21, 22, 27
25	8.4	22, 23, 28
26	8.7	23, 24, 29
27	9.0	24, 25, 30
28	9.3	25, 26, 31
29	9.6	26, 27, 32
30	9.9	27, 28, 33
31	10.2	28, 29, 34
32	10.5	29, 30, 35
33	10.8	30, 31, 36
34	11.1	31, 32, 37
35	11.4	32, 33, 38
36	11.7	33, 34, 39
37	12.0	34, 35, 40
38	12.3	35, 36, 41
39	12.6	36, 37, 42
40	12.9	37, 38, 43
41	13.2	38, 39, 44
42	13.5	39, 40, 45
43	13.8	40, 41, 46
44	14.1	41, 42, 47
45	14.4	42, 43, 48
46	14.7	43, 44, 49
47	15.0	44, 45, 50
48	15.3	45, 46, 51
49	15.6	46, 47, 52
50	15.9	47, 48, 53
51	16.2	48, 49, 54
52	16.5	49, 50, 55
53	16.8	50, 51, 56
54	17.1	51, 52, 57
55	17.4	52, 53, 58
56	17.7	53, 54, 59
57	18.0	54, 55, 60
58	18.3	55, 56, 61
59	18.6	56, 57, 62
60	18.9	57, 58, 63
61	19.2	58, 59, 64
62	19.5	59, 60, 65
63	19.8	60, 61, 66
64	20.1	61, 62, 67
65	20.4	62, 63, 68
66	20.7	63, 64, 69
67	21.0	64, 65, 70
68	21.3	65, 66, 71
69	21.6	66, 67, 72
70	21.9	67, 68, 73
71	22.2	68, 69, 74
72	22.5	69, 70, 75
73	22.8	70, 71, 76
74	23.1	71, 72, 77
75	23.4	72, 73, 78
76	23.7	73, 74, 79
77	24.0	74, 75, 80
78	24.3	75, 76, 81
79	24.6	76, 77, 82
80	24.9	77, 78, 83
81	25.2	78, 79, 84
82	25.5	79, 80, 85
83	25.8	80, 81, 86
84	26.1	81, 82, 87
85	26.4	82, 83, 88
86	26.7	83, 84, 89
87	27.0	84, 85, 90
88	27.3	85, 86, 91
89	27.6	86, 87, 92
90	27.9	87, 88, 93
91	28.2	88, 89, 94
92	28.5	89, 90, 95
93	28.8	90, 91, 96
94	29.1	91, 92, 97
95	29.4	92, 93, 98
96	29.7	93, 94, 99
97	30.0	94, 95, 100

SHEET 2 OF 2

Exhibit B
Town Meeting Vote (certified copy)

Margaret Bonderenko



TOWN OF MENDON

Mendon Town Hall

TOWN CLERK

20 Main Street

Mendon, Massachusetts 01756

Telephone: (508)473-1085 Fax: (508)478-8241

At a Special Town Meeting held on Nov. 19, 2013 the voters of Mendon took the following action involving money:

ARTICLE 42

Voted to appropriate under the authority of Chapter 44B, The Community Preservation Act, \$580,000 from the Community Preservation Budgeted Reserve Account, for the purpose of purchasing for conservation and passive recreation purposes, known as the Gannett property consisting of 97+/- acres in Mendon on the John and Ute Gannett properties, which are shown on the Tax Assessor's Maps as Map 16, Parcel 48, and described in a deed recorded at the Worcester County Registry of Deeds in Book 43281, Page 253; and Map 16, Parcel 79, and described in a deed recorded Book 45531, Page 299; and Map 21, Parcel 17, Book 48980, Page 89. Also a 5 acre parcel recorded at the Worcester County Registry as Deed Book 1089 page 128 N/F Sarah F Towne a/k/a Sarah Hogarth, which is not reflected on the Tax Assessor's Map, that said land be conveyed to said the town of Mendon under the provisions of Massachusetts General Laws, Chapter 40, Section 8c, and as it may hereafter be amended and other Massachusetts statutes relating to Conservation, to be managed and controlled by the Conservation Commission of Mendon, and the Conservation Commission and the Board of Selectmen be authorized to file on behalf of Mendon any and all applications deemed necessary for grants and /or reimbursements from the Commonwealth of Massachusetts deemed necessary under Chapter 132A, Section 11 and/or any others in any way connected with the scope of this Article, and the Town of Mendon and the Conservation Commission be authorized to enter into all agreements and execute any and all instruments as may be necessary on behalf of Mendon to affect said purchase, including granting a perpetual conservation restriction in accordance with M.G.L. Chapter 184, as required by Section 12(a) of Chapter 44B or Chapter 293 Section 10 of the Acts of 1998 as amended, as may be necessary on behalf of the Town of Mendon to affect said purchase. Said conservation restriction may be granted to The Metacomet Land Trust or any other organization qualified and willing to hold such a restriction. This vote is contingent on the \$315,630 partial reimbursement of the LAND Grant to the Community Preservation Budgeted Reserve Account and the positive vote to appropriate.

MAJORITY VOICE VOTE

A true copy. Attest:

Margaret Bonderenko

Town Clerk