

CONSERVATION RESTRICTION

188 PROVIDENCE STREET

I, Shirley J. Smith, 188 Providence Street, Mendon, Worcester County, Massachusetts, being the sole owner, for my successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, hereby grant to Metacomet Land Trust, Inc, a nonprofit qualified conservation organization, and its permitted successors and assigns ("Grantee"), for no consideration, in perpetuity and exclusively for conservation purposes, the following Conservation Restriction on a parcel of land located in the Town of Mendon, Massachusetts, constituting a 14.28 acre portion of a 17 acre parcel ("Premises"), and more particularly described in Exhibit A and attached plan/sketch plan. For Grantor's title see Worcester County Registry of Deeds Book 48248, page 22.

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 and 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.

These values include the following:

- **Open Space Preservation.** The protection of the Premises contributes to the protection of the scenic and natural character of Mendon and the protection of the Premises enhances the value of these natural areas for the Town. The Mendon Open Space Plan identifies the Premises as a priority for conservation and the Premises lies 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.
- **River Front and Flood Plain Protection.** The eastern boundary of the Premises follows the course of the Mill River, a tributary of the Blackstone River, for approximately 900 feet. A portion of the Premises lies within the 100-year floodplain of the Mill River and the protection of this floodplain will ensure the continued availability of this flood storage during major storm events. The course of the Mill River along the eastern edge of the Premises is designed as Habitat of Potential Regional and Statewide Importance.

- **Protection of Wildlife Habitat.** The entire Premises falls within an area designated as "Priority Habitat for State-Protected Rare Species" by the Massachusetts Natural Heritage Program. The Premises contains approximately 1.9 acres of wooded wetlands and 1.4 acres of shrub-scrub wetland, and approximately 9.95 acres of forested upland. Non-listed resident species include snapping turtle and many birds and mammals.
- **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: the protection of the Town's scenic landscape (Objective 2a), the protection of forest and farmland (Objective 2b), the protection of the Town and Region's water resources (Objectives 3a & 5a), and provides extra protection to the Town's most fragile resources (Objective 3b). The Premises includes 11.96 acres within the Massachusetts BioMap2 "Core Habitat" and also is 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 permit 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, fence, asphalt or concrete pavement, sign, 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;
- (5) Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, or archaeological conservation, including the withdrawal of groundwater or surface water;
- (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 lawful duties;

- (7) The disruption, removal, or destruction of the stone walls, stone piles, or granite fence posts on the Premises;
- (8) 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.
- (9) The use of the Premises for more than *de minimis* commercial recreation, business, residential or industrial use of the Premises.
- (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:

- (1) Recreational Activities. Fishing, boating, hiking, horseback riding, cross-country skiing and other non-motorized outdoor recreational activities that do not materially alter the landscape, do not degrade environmental quality, or do not involve more than *de minimis* use for commercial recreational activities;
- (2) Existing fences may be maintained, repaired, or replaced;
- (3) Use of Farm Vehicles on Trails and Woods Roads. The use of motorized farm vehicles to maintain existing trails and remove dead wood and firewood and which does not materially alter the landscape or degrade the conservation values;
- (4) Vegetation Management. In accordance with generally accepted forest management practices, removing of brush, selective *de minimis* pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Premises, including existing trails, fence lines and the pasture to be further identified on a Baseline Survey to be completed by the Grantee within one year of the recording;
- (5) Non-native or nuisance species. The removal of non-native or invasive species, the inter-planting of native species, and the control of invasive species in a manner that minimizes damage to surrounding, non-target species, water quality and BioMap 2 Core Habitat.
- (6) Composting. The stockpiling and composting of stumps, trees and brush limbs and similar biodegradable materials originating on the Premises, provided that such stockpiling and composting is in locations where the presence of such activities will not have a deleterious impact on the purposes of this Restriction;

- (7) **Wildlife Habitat Improvement.** With the prior written permission of Grantee, in consultation with the MA Natural Heritage and Endangered Species Program or other wildlife biologist expert in the Core Habitat, 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;
- (8) **Archaeological Investigations.** The conduct of archaeological activities, including without limitation survey, excavation and artifact retrieval, following submission of an archaeological field investigation plan and its approval in writing by Grantee and the State Archaeologist of the Massachusetts Historical Commission (or appropriate successor official);
- (9) **Trails.** The marking, clearing and maintenance of the existing footpath and woods road that does not materially alter the landscape and does not degrade environmental quality;
- (10) **Firewood.** Cutting of firewood for the on-site personal use of the owner, up to three cords per year, such that said cutting does not materially alter the landscape, degrade wildlife habitat or does not degrade environmental quality;
- (11) **Signs.** The erection, maintenance and replacement of signs with respect to hunting, trespass, trail access, identity and address of the occupants, sale of the Premises, the Grantee's interest in the Premises, and the protected conservation values;
- (12) **Pasture/Paddock.** Maintenance of existing pasture and enclosure for horses and farm animals of approximately 0.54 acres to be further defined as Area A on a Baseline Survey to be completed by the Grantee within one year of the recording, including the repair and replacement of fences around the pasture;
- (13) **Home Garden and Brush Pile.** Maintenance of a cleared area for an existing garden and an existing brush pile, shown as Area B on the Baseline Survey to be completed by the Grantee within one year of the recording; burning of brush limited to materials originating on the Premises in a manner which does not materially alter the landscape and does not degrade environmental quality;
- (14) **Repair and maintenance of stone walls;** and
- (15) **Other activities with written, prior approval.** Such other non-prohibited activities requested by the Grantor and expressly approved in writing by the Grantee, in its sole and exclusive discretion, which permission may only be given if the Grantee expressly finds that the activity is not prohibited in IIA, and is consistent with, and does not materially impair, the purposes or conservation values of the Premises.

Permits. The exercise of any right reserved by Grantor under this Paragraph B shall be in compliance with the Town of Mendon's zoning, the Mendon Wetlands Protection By-Law and the Massachusetts 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.

C. Notice and Approval. Whenever notice to or approval by Grantee is required under the provisions of paragraphs A or B, Grantor shall notify Grantee in writing not less than 60 days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within 60 days of receipt of Grantor's request. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not materially impair the purposes of this Conservation Restriction. Failure of Grantee to respond in writing within 60 days shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after 60 days in the notice, and the requested activity is not prohibited under IIA and will not materially impair the 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.

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.

As access to the restricted Premises is primarily through the unrestricted portion, the Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to cross the unrestricted portion of the property from the frontage on Providence Street upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises.

The Grantor implies no right of public access for recreational or other use and no public access is granted hereunder.

V. EXTINGUISHMENT

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

B. Proceeds. Grantor and Grantee agree that the donation of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction, determined at the time of the gift, bears to the value of the unrestricted property at that time. Such proportionate value of the Grantee's property right shall remain constant.

C. Grantor/Grantee Cooperation Regarding Public Action

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in shares equal to such proportionate value after complying with the terms of any 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; the Grantor, on behalf of herself and her successors and assigns, appoint the Grantee their attorney-in-fact to execute, acknowledge and deliver any such instruments on her behalf. Without limiting the foregoing, the Grantor and her 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 so 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 CR shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

VIII. ESTOPPEL CERTIFICATES

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

IX. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction to ensure that merger does not occur.

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: Mrs. Shirley J. Smith
P.O. Box 397 (188 Providence Street),
Mendon, MA 01756

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

A. Pre-existing Public Rights. Approval of this Conservation Restriction pursuant to M.G.L. Chapter 184, Section 32 by any municipal officials and by the Secretary of 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.

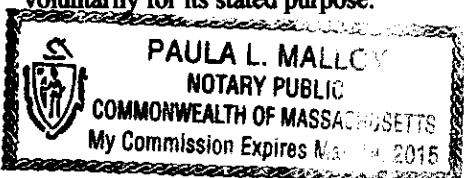
WITNESS my hand and seal this 2nd day of November, 2012.

Shirley J. Smith
Shirley J. Smith

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss:

On this 2nd day of NOV, 2012, before me, the undersigned notary public, personally appeared Shirley J. Smith, proved to me through satisfactory evidence of identification which was MA license 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.



Paula L. Malloy
Notary Public
My Commission Expires:

5-14-15

ACCEPTANCE OF GRANT

The above Conservation Restriction was accepted by Metacomet Land Trust, Inc. this 2nd day of November, 2012.

By: Susan P Speers
Its: Treasurer, duly authorized

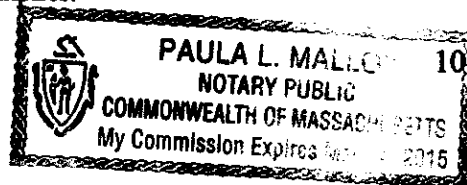
COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss:

On this 2nd day of NOV, 2012, before me, the undersigned notary public, personally appeared Susan Speers, proved to me through satisfactory evidence of identification which was MA license 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.

Paula L. Malloy
Notary Public
My Commission Expires: 5-14-15

Smith/Mendon



ACCEPTANCE OF GRANT

The above Conservation Restriction was accepted by Metacomet Land Trust, Inc. this _____ day of _____, 2012.

By: _____

Its: _____, duly authorized

(INSERT NOTARIZATION)

APPROVAL OF SELECT BOARD

We, the undersigned, being a majority of the Select Board of the Town of Mendon, hereby certify that at a public meeting duly held on OCT 22, 2012, the Select Board voted to approve the foregoing Conservation Restriction to the Metacomet Land Trust, Inc. pursuant to Section 32 of Chapter 184 of the General Laws of Massachusetts.

Select Board

[Handwritten signatures of Select Board members]

(INSERT NOTARIZATION)

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS

ON THIS 22ND DAY OF OCTOBER 2012 before me the undersigned Notary Public, personally appeared LAUNEY TINIO, MICHAEL GODDARD AND MIKE AMENDOLIA proved to me through personal knowledge to be the person whose name is signed on the attached document and acknowledged to me that they signed it voluntarily for its stated purpose.



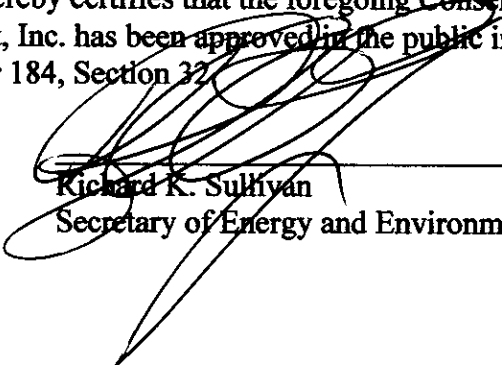
Robert Mangiaratti
ROBERT MANGIARATTI
NOTARY PUBLIC
MY COMM EXPIRES 4-11-2019

"SEAL"

APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS

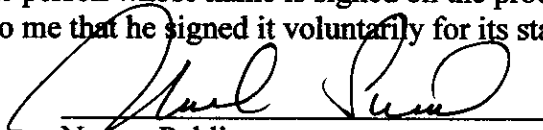
The undersigned, Secretary of Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction to the Metacomet Land Trust, Inc. has been approved in the public interest pursuant to Massachusetts General Laws, Chapter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

Dated: Nov. 20, 2012


Richard K. Sullivan
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS
Suffolk, ss:

On this 20th day of Nov., 2012, before me, the undersigned notary public, personally appeared Richard K. Sullivan, proved to me through satisfactory evidence of identification which was personally known to me to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.


Notary Public
My Commission Expires: 12/7/2018



2011 00128828

Bk: 48248 Pg: 22

Page: 1 of 2 12/12/2011 09:43 AM WD

Quitclaim Deed

I, **Morey D. Smith**, of Mendon, Worcester County, Commonwealth of Massachusetts

For Consideration paid in full consideration of less than **ONE HUNDRED DOLLARS (\$100.00)**

Grant my right, title, and interest to **Shirley J. Smith 188 Providence Street, Mendon, Massachusetts 01756**

WITH QUITCLAIM COVENANTS

Beginning at the Northwesterly corner of the granted premises at a stake on said Easterly side of Providence Road at the land of one Giovannella, SOUTH 82° 50' , EAST one thousand one hundred and sixty-five (1165) feet, more or less by said Giovannella land to Mill River;

Thence SOUTHERLY by said Mill River to a point, which point is twelve (12) feet easterly of a stake and stones to land of Ozilda Dion;

Thence NORTH 84° 20' West, 607.28 feet to a stake and stones;

Thence NORTH 82° 20' West, 239.60 feet, in part by a wall to a corner of wall;

Thence SOUTH 8.20 feet by said wall;

Thence WESTERLY 226 feet to a point on the Easterly side of Providence Road, the last four courses being bounded by the land of said Ozilda Dion;

Thence NORTH 7° 10' East 845.66 feet more or less, by said Providence Road to a stake at the point of beginning.

Excepting there from the land situated on Providence Road, in Mendon, Worcester County, Massachusetts, together with the building and improvements thereon, shown as the Lot on a plan of land entitled, "SITE PLAN FOR 186 PROVIDENCE ROAD CONDOMINIUM LOCATED AT 186 PROVIDENCE ROAD MENDON MASSACHUSETTS DECEMBER 4, 1992", which plan is recorded with the Worcester District Registry of Deeds in Plan Book 748, Plan 55.

Said Lot contains 90,000 SQ. FT. or 2.06 acres, according to said Plan.

For my title see deed dated October 14, 1963 and recorded in the Worcester County Registry of Deeds in Book 4421, Page 198.

WITNESS my hand and seal this 10th day of December 2011

Morey D. Smith
Morey D. Smith

188 Providence St. Mendon, MA

JK

THE COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

December 10th, 2011

On this 10th day of December 2011, before me, the undersigned notary public, personally appeared, **Maury D. Smith** proved to me through satisfactory evidence of identification, which was personally known 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.

Notary Public: Carolyn Chodat
My Commission Expires:



SABIRAH SHOBAT
Notary Public
Commonwealth of Massachusetts
My Commission Expires
May 18, 2012



ATTEST: ~~WDRG: Anthony J. Vigliotti, Register~~

Subordination of Mortgage

MILFORD FEDERAL SAVINGS

I/we, MILFORD FEDERAL SAVINGS AND LOAN ASSOCIATION, Present holder(s) of a mortgage on property located at 188 Providence Street, Mendon, Massachusetts ("Premises") from Shirley Smith to

MILFORD FEDERAL SAVINGS AND LOAN ASSOCIATION dated 9/23/03 and recorded with Worcester Registry of Deeds in Book 31747, Page 168, hereby approve of, and subordinate the Mortgage and the obligations secured thereby to the Conservation Restriction covering a portion of the Premises to be recorded, to the same extent as if the Conservation Restriction had been executed and recorded before the execution and recording of the Mortgage.


MILFORD FEDERAL SAVINGS

In Witness Whereof, the said MILFORD FEDERAL SAVINGS AND LOAN ASSOCIATION has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by

JANICE H. GRIFFITH
SR. VICE PRESIDENT - LOANS

this 4th day of Sept, 2012.

**MILFORD FEDERAL SAVINGS
AND LOAN ASSOCIATION**

by: 
JANICE H. GRIFFITH
SR. VICE PRESIDENT - LOANS

Sept 4, 2012

[Seal]

ATTEST: WORC. Anthony J. Vigilotti, Register