



2015 00021780

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**COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF FISH AND GAME**

CONSENSUAL ORDER OF TAKING

The Commonwealth of Massachusetts, acting by and through its Department of Fish and Game, under the authority and in pursuance of Section 15 of Chapter 15 of the Acts of 1996 and Sections 2(26) and 8 of Chapter 21A of the Massachusetts General Laws, as amended, and pursuant to the applicable provisions of Massachusetts General Laws Chapter 79 and of any and every other power and authority to it granted or implied and for the purpose of acquiring lands for fish and wildlife conservation, natural habitat protection, and associated public recreation consistent with and subject to the purposes and protections of Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, does hereby take in fee simple absolute by eminent domain for the purpose hereinbefore set forth, the area of land hereinafter described, including all parcels of land described therein except those specifically excepted, the trees, buildings, shrubs, and all structures standing or affixed thereto, said area or areas being more particularly bounded and described as follows:

That certain parcel of land located on Quissett Road in Mendon, Worcester County, Massachusetts shown as Lot 43A on Plan entitled "Plan of Land in Mendon, MA, Owner: Inhabitants of the Town of Mendon", Scale 1" = 100', dated February 11, 2015, prepared by Guerriere & Halnon, Inc., Milford, Mass., recorded in the Worcester South District Registry of Deeds in Plan Book 912 as Page 28, and containing 36.69 acres, more or less, as shown on said Plan.

FOR SUPPOSED OWNER'S TITLE, see deed from Larry J. Pearson and Sandra J. Pearson to the Town of Mendon, dated March 16, 2015 and recorded in said Registry in Book 53472 at Page 161.

MEANING AND INTENDING to take and hereby taking the same premises shown as Lot 43A on Plan entitled "Plan of Land in Mendon, MA, Owner: Inhabitants of the Town of Mendon", Scale 1" = 100', dated February 11, 2015, prepared by Guerriere & Halnon, Inc., Milford, Mass., and recorded in the Worcester South District Registry of Deeds in Plan Book 912 as Page 28, howsoever the same may be bounded and described, and including any and all fee interest in the streets, roads, and ways referred to in the above description which may be held by the supposed owner(s).

Excepted from the rights herein taken by the Commonwealth are all easements for wires, pipes, conduits, poles, and other appurtenances for the conveyance of water, sewage, gas, oil, electricity, cable television transmission, and telephone communication lawfully in or upon said land.

Further excepted from the rights herein taken are 1) all rights-of-way of record now lawfully still in force and in or upon said area or areas hereby taken, including but not limited to reservation of right of way described in instrument recorded in said Registry in Book 3095 at Page 76, if and to the effect said reservation applies to the premises herein described; 2) title to and/or rights of the public and others entitled thereto, if any, in and to any portion of the premises taken lying within the bounds of any roads or highways, including but not limited to Quissett Road; 3) any riparian rights of others in and to ponds or streams on the premises herein consensually taken, including but not limited to Round Meadow Brook and Pond and stream shown on unrecorded Plan dated March 3, 2014; and 4) all easements by necessity in or upon said land or lands hereby taken.

And, the Commissioner of the Department of Fish and Game makes the following award(s) for the damages sustained by the owner(s) and all other persons, parties, or entities

including all mortgagees, lessees, and/or obligees of record having any and all interest in the area or areas hereinbefore described in the said taking to his/her/its property or entitled to any damage by reason of said taking:

<u>Supposed Owner</u>	<u>Award</u>
Town of Mendon	\$165,000

Said award is made subject to satisfactory proof of ownership or entitlement by individuals and/or entities claiming ownership of said parcels and/or entitlement to said award.

NOTE: The Property has been acquired in part with funding received by the Commonwealth of Massachusetts, Division of Fisheries and Wildlife from Grant Agreement Number F15AF00158 (W-48-L-75) between the U.S. Fish and Wildlife Service (hereinafter SERVICE) and the Division of Fisheries and Wildlife (hereinafter DIVISION). All present and future use of this property are and shall remain subject to the terms and conditions described in the Notice of Grant Agreement, attached hereto as Exhibit A and recorded herewith, and to the other administrative requirements of the applicable grant funding program of the Service.

IN WITNESS WHEREOF, the Commonwealth of Massachusetts has caused these presents to be executed in its name and on its behalf by George N. Peterson, Jr., Commissioner of the Department of Fish and Game, herewith duly authorized, who does hereunto set his hand and seal this 5th day of March, 2015.

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF FISH AND GAME

By: *George N. Peterson Jr.*
George N. Peterson, Jr, Commissioner
251 Causeway Street Suite 400
Boston, MA 02114

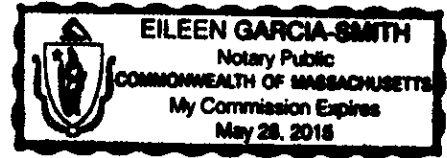
COMMONWEALTH OF MASSACHUSETTS

Eileen Garcia Smith, ss *3/5/2015*, 2015

On this day before me, the undersigned Notary Public, personally appeared the above-named George N. Peterson, Jr., proved to me through satisfactory evidence of identification which was personal knowledge of identity, to be the Commissioner of the Department of Fish and Game of the Commonwealth of Massachusetts whose name as Commissioner is signed above, and acknowledged to me that he signed the foregoing instrument voluntarily as Commissioner of said Department for its stated purpose.

Eileen Garcia Smith
Notary Public

SEAL



My Commission Expires: _____

EXHIBIT A
Notice of Grant Agreement

The Commonwealth of Massachusetts, Division of Fisheries and Wildlife (hereinafter DIVISION) acknowledges that the above described property is acquired in part with funds received from the Wildlife Restoration Program administered by U.S. Fish and Wildlife Service, Division of Federal Assistance (hereinafter Service), its successors and assigns and that the property described is subject to all the terms and conditions of Grant Agreement Number F15AF00158 (W-48-L-75) (hereinafter Grant Agreement) between the Service and the Division. A copy of the Grant Agreement is kept on file at the offices of the Service, 300 Westgate Center Drive, Hadley, MA 01035-9589 and at the offices of the Division, 251 Causeway Street, Suite 400, Boston, MA 02114-2152.

The Division acknowledges that the real property, which is the subject of this Grant Agreement, is acquired for the approved purpose of permanent protection, management and enhancement of wildlife and wildlife habitat and to allow compatible wildlife associated recreational uses. This acquisition will expand upon the Quisset Wildlife Management Area and will serve to protect and perpetuate ecosystems that contain significant fish and wildlife resources and to conserve the biological diversity of the state. The Division further acknowledges that the property will be administered for the long-term conservation of said lands and wildlife dependent thereon. The Division hereby acknowledges that the property will be used and will continue to be used for the approved purposes for which it is acquired and that the property may not be conveyed or encumbered, in whole or in part, to any other party or for any other use, whatsoever, without the written consent of the Regional Director of the U.S. Fish and Wildlife Service.

If the Division loses control of the property, control must be fully restored to the Division or the property must be replaced, within three years, with like property of equal value at current market prices and equal benefits. Further, if the property is used for activities that interfere with accomplishment of approved purposes, the violating activities must cease and any resulting adverse effects must be remedied.

If the Division determines the property is no longer needed or useful for its original purpose and the Service concurs, the Division, may with the prior consent of the Service: either (1) acquire title to another parcel of real property of equal value that serves the same approved purpose as the original property and to manage the newly acquired real property for same purposes specified in the original Grant Agreement, or (2) repay the Service, in cash, the proportionate federal share of funds invested in the original purchase price, or to repay the Service, in cash, the proportionate federal share of the current fair market value of the property, or any portion thereof, whichever is higher, or (3) as a last resort, transfer the subject property to the Service or to a third-party designated or approved by the Service.

The Division, as Grant Recipient, hereby confirms its obligations and responsibilities with regards to the acquired property pursuant to terms and conditions associated with Grant Agreement F15AF00158 (W-48-L-75).

IN WITNESS WHEREOF, the Massachusetts Division of Fisheries of Wildlife has set its hand and seal this 4th day of March, 2015.

THE MASSACHUSETTS DIVISION OF FISHERIES AND WILDLIFE

J. L. Buckley
By: John L. Buckley
Its Deputy Director for Wayne F. MacCallum,
Director

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss. March 4, 2015

On this day before me, the undersigned Notary Public, personally appeared John L. Buckley as Deputy Director acting for the above-named Wayne F. MacCallum, proved to me through satisfactory evidence of identification which was personal knowledge of identity to be the Deputy Director of the Massachusetts Division of Fisheries and Wildlife whose name as Deputy Director is signed above, and who swore or affirmed to me that the contents of the document are truthful and accurate and acknowledged to me that he signed the foregoing instrument as Deputy Director for its stated purpose.

Debra A. Ch...
Notary Public

SEAL

My Commission Expires

