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Grantor: Mark Manoogian and Michelle Manoogian

Grantee: The Town of Mendon

Address of Property: 43 Quissett Road in Mendon, Worcester County, Massachusetts known as the Pearson Farm.

For Title see: Deed recorded with the Worcester Southern District Registry of Deeds in Book 5472, Page 342

CONSERVATION RESTRICTION
for
Pearson Farm, Mendon, MA

Mark Manoogian and Michelle Manoogian individuals residing at 43 Quissett Road, Mendon, Worcester County, Massachusetts 01756, being the sole owners, for our successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, hereby grant with quitclaim covenants, for \$240,000 to the Town of Mendon, acting by and through its Conservation Commission, by authority of Chapter 40 Section 8C, having an address of 20 Main Street, Mendon, Massachusetts 01756, and its permitted successors and assigns, ("Grantee"), in perpetuity and exclusively for conservation purposes, the following Conservation Restriction on the entirety of a parcel of land situated on the west side of 43 Quissett Road the Mendon, in Worcester County, Massachusetts, and known as the Pearson Farm, constituting approximately 35.69 acres (the "Premises") and being further described in Exhibit A attached hereto and being shown on a sketch plan attached hereto as Exhibit B. For Grantor's title see Deed recorded with said Registry of Deeds in Book 5472, Page 342.

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 exclusively 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, agricultural, and preservation values.

The Premises was purchased, in part, using Massachusetts Community Preservation Act funds (M.G.L. Chapter 44B). The grant documents and a certified copy of Article 19 of the November 5, 2014, special town meeting vote are attached hereto as Exhibit C.

These Purposes and Conservation values include the following:

43 Quissett Road, Mendon MA.

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- a) **Protection of Agricultural Resources:** The Premises includes upland meadows currently used for agriculture and animal husbandry, including prime farmland identified in the USDA Soil Survey of Worcester County, the continuation of which will preserve uses that are integral to the history of the Premises and the Town. The protection of the Premises for sustainable agricultural use is the primary purpose of this Conservation Restriction and ensures that it will remain available to preserve, revitalize, and sustain the local farm economy.
- b) **Scenic and Historic Landscape Protection:** The Premises has approximately 2200 feet of scenic frontage along Quissett Road, the preservation of which is a purpose of this Conservation Restriction. The Pearson Farm was identified as an Agricultural Heritage Landscape in the 2007 Mendon Reconnaissance Report of the Blackstone Valley/Quinebaug-Shetucket Landscape Inventory. 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.
- c) **Aggregation of Protected Land:** The Premises is adjacent to the Quissett Wildlife Management Area, a 422-acre protected area owned by the Commonwealth of Massachusetts and the Inman Hill Wildlife Conservation Area, a 260-acre open space area owned by Town of Mendon (with 150 acres permanently preserved with a conservation restriction). This connects to the 130-acre Hop Brook Preserve in Blackstone, owned by the Metacomet Land Trust, and the 67-acre Daniels Farmstead Foundation property, also in Blackstone. These properties and the Premises total approximately 800 acres of permanently preserved open space.
- d) **Protection of Wildlife Habitat:** The Premises is mapped as Critical Natural Landscape by the Massachusetts Natural Heritage and Endangered Species Program BioMap2. A Critical Natural Landscape includes large natural Landscape Blocks that provide habitat for wide-ranging native species, support intact ecological processes, maintain connectivity among habitats, and enhance ecological resilience and includes buffering uplands around coastal, wetland, and aquatic habitats to ensure their long-term integrity.
- e) **Protection of Water Resources:** The Premises contains a 1050 ft. long reach of Round Meadow Brook, wetlands, a pond, and a potential vernal pool. Round Meadow is a tributary of the Mill River, which enters the Blackstone River in Woonsocket, RI. The Premises contains 9.8 acres of FEMA delineated floodplain.
- f) **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 5 - To protect the town's water resources (wetlands, ponds, aquifers etc.), and Goal 6 - To provide farmers who want to keep their land in agriculture and maintain productive farms.

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, solar farm, commercial riding stable, feedlot, 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 drainage, flood control, water conservation, water quality, erosion control, soil conservation, or archaeological conservation;
- (6) Use, parking or storage of vehicles including motorcycles, motorized trail bikes, snowmobiles, 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) and other government officials carrying out their lawful duties;
- (7) The disruption, removal, or destruction of the stone walls, stone foundations, stone water wells, 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; and

(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:

B.1 Reserved Rights to the Grantors Applicable to the Entire Premises:

- (1) Recreational Activities. Fishing, hunting, boating, hiking, horseback riding, cross-country skiing and other non-motorized outdoor recreational and educational activities that do not materially alter the landscape and do not degrade environmental quality. Motorized wheelchairs or similar equipment reasonably necessary to enable mobility impaired individuals to access the Premises is permitted.
- (2) Vegetation Management. In accordance with generally accepted agricultural management practices and consistent with the conservation purposes of this Conservation Restriction, removing of brush, vines, and other vegetation to prevent, control or remove hazards, disease, insect or fire damage, establish unpaved trails, clear forest upland areas to create meadow habitat; preserve or maintain woods roads, fence lines, stone walls, and trails, and to remove non-native or invasive plant species. The inter-planting of native species, and the control of pest species in a manner that minimizes damage to surrounding, non-target species and preserves water quality.
- (3) Forest Management. Cutting up to 2 cords of wood per year for on-site use or sale at the Farmstand. Up to 5 cords of wood in any 12 month period may be sustainably harvested, used and/or sold with permission by the Grantee, which permission may not be unreasonably withheld. Timber harvesting and salvage logging exceeding 5 cords of wood per year and commercial cutting of 25 thousand board feet or 50 cords at any one time, must be approved according to a forest management plan and forest cutting plan prepared by a licensed forester consistent with state forestry law and regulations and approved by the Massachusetts Department of Conservation and Recreation acting by and through its State Forester (or any successor entity) and designed to protect and enhance the conservation values of the Premises, including without limitation, water quality, water features, scenic views, wildlife habitat, etc.
- (4) Wildlife Habitat Improvement. Subject to the approval of the Grantee as described in Section II.C below, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or in consultation with the Massachusetts Natural Heritage Endangered Species Program, rare or endangered

species, including controlled burns, selective planting of native trees, shrubs and plant species.

- (5) 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.
- (6) 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.
- (7) Signage. The erection, maintenance, and replacement of signs by Grantor or Grantee for the following purposes: information about property bounds, allowed and prohibited uses, property name and ownership, and Farmstand marketing (pursuant to Town of Mendon Sign bylaw).
- (8) Fencing. The placing of sight-pervious fences for farming and livestock.
- (9) Agriculture: Agricultural activities pursuant to an approved Farm Management Plan as outlined in Section II(D) (hereinafter "Farm Plan") and/or as described below:
 - a. Mowing of pastures and hayfields, clearing, including the reclamation of forested uplands for agricultural purposes.
 - b. The planting, maintenance, and harvest of non-invasive crops or fruit- or nut-bearing trees, including the plowing of agricultural fields and the spreading of livestock manure and compost, provided, however, that such activities are done in a manner to avoid impairing water quality and follow generally accepted best management practices and the approved Farm Plan.
 - c. The agricultural practices, if not organic, must follow Integrated Pest Management (IPM) Principles as defined by the United States Department of Agriculture <http://www.epa.gov/pesticides/factsheets/ipm.htm>.
 - d. The management of piles of limbs, brush, leaves, compost, and similar biodegradable material originating on the Premises, provided that such piles do not impact the scenic values or are unduly conspicuous from any public way, public trail, or public land, are not placed in any wetlands, meet state regulations, do not impair or risk impairment of surface water quality, and do

not otherwise interfere with the conservation purposes of this Conservation Restriction.

- e. Importation and use of manure from off-site, so long as the material does not impair or risk impairment of surface water quality, and does not otherwise interfere with the conservation purposes of this Conservation Restriction;
 - f. Use of vehicles and other motorized equipment incident to management of the Premises by the Grantor, farming and forestry activities contemplated herein, including, but not limited to, tractors, trucks, wagons, skidders, balers, and spreaders, to be kept to the extent feasible on wood roads and trails.
 - g. Excavation of soil, gravel or other mineral resource or natural deposit as may be incidental to the maintenance of good drainage, soil conservation practices or to other permissible use of the Premises, provided that (a) such activities are necessary to improve agricultural production and follow generally accepted soil conservation practices, (b) any topsoil so excavated must remain on the Premises, and (c) disturbed areas are re-vegetated with plant material and agricultural crops native to the Commonwealth of Massachusetts.
 - h. The digging or drilling of no more than five (5) water wells, provided that water from such wells shall be used solely on the Premises for domestic or agricultural related uses, including the installation, construction and placement of permanent underground and temporary aboveground pumps, conduits, hoses and other equipment associated with agricultural irrigation. Additional water wells may be permitted by the Grantee, which permission may be conditioned or withheld in its sole discretion.
 - i. Keeping, grazing and pasturing of livestock including, but not limited to dairy cattle, beef cattle, poultry, horses, ponies, mules, sheep, llamas, goats and bees (collectively, "Pasturing and Grazing Activities") is permitted in numbers that are sufficiently limited to prevent overgrazing, soil degradation, erosion, and degradation of surface or subsurface waters, but under no circumstances shall there be more cows or the equivalent in other animal units on the Premises at any one time that exceeds the limit recommended in the Farm Plan and at no time shall there be any feed lots.
 - j. Economic activities related to agriculture intended to help support a viable local farm, including but not limited to hayrides, farm dinners, corn mazes, pick your own produce, Christmas tree farming, and equestrian lessons and events and the temporary use and parking of motor vehicles in fields outside of the gravel parking area for these economic activities, provided that the site is restored after each event and the environmental and agricultural quality of the Premises is not degraded.
 - k. The construction, installation, use, maintenance, repair, renovation, replacement, and alteration of livestock run-in shelters, stock tanks, and feeding stations necessary to support grazing and pasturing livestock.
- (10) Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise as necessary to insure that any septic system is in compliance with Title V (or its successor) requirements.

- (11) Stonewalls. Maintenance and restoration of stonewalls in accordance with generally accepted practices. Additional stone cleared from fields may be disposed on the Premises but not on or adjacent to historic stonewalls.
- (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.
- (13) Special Events. The Premises may be used for special events, such as weddings, concerts or pow-wows that may involve the erection of temporary structures, such as tents, and the use and parking of motor vehicles and the gravel parking area, provided the site is restored after each event and the environmental and agricultural quality of the Premises is not degraded. Events must meet all town and state regulations and shall be permitted by the Grantee, unless the Grantee notifies in writing that it is withdrawing permission for the Grantor to hold a particular special event or all special events on the property. The Grantee may withdraw its permission at its sole discretion.

B.2 Exclusively within the "Farmstead Area" as shown on a plan entitled Plan of Land in Mendon, MA by Guerriere & Halnon, Inc. dated February 11, 2015 _____ recorded at Plan Book _____ Page _____ and attached hereto in reduced form as Exhibit B___ (hereinafter referred to as the "Farmstead"):

- (1) The use, maintenance, exterior repair, interior renovation, alteration, demolition, removal, and replacement of the existing residential structure, provided that the living area (excluding basement) shall not exceed 3,600 square feet. The Grantor and his or her guests are permitted to have vehicles within the Farmstead Area as part of the residential use. The Grantor is also permitted to construct, use, maintain and repair a swimming pool for him or her and his or her guests, near the residential structure, so long as the pool is safely enclosed. The swimming pool may not to exceed twelve (12) feet by twenty-four (24) feet.
- (2) The use, maintenance, removal, or repair of existing driveways, septic systems, water supply wells and utilities (above or below ground) to serve any of the uses, structures, and improvements that are presently located within the Farmstead Area.
- (3) The installation, use, maintenance, or repair of existing driveways, septic systems, water supply wells and utilities (above or below ground) to serve any new structures and improvements that are constructed pursuant to Section B2.
- (4) The construction, use, maintenance, repair, renovation, replacement, and alteration of barns, greenhouses, stables, sheds, and other appurtenant structures, fencing, and

other improvements customary for agricultural uses and containing in the aggregate, no more than 9,000 square feet of ground floor area/building footprint, provided that any such agricultural structures must be for the purpose of or incidental to agricultural, horticultural, or animal husbandry operations, carried on in accordance with sound agricultural practices as described under Section B1, and permissible under the then current zoning bylaws of the Town of Mendon.

Geothermal, rooftop solar systems and small wind turbines sized to supply on-site electric needs are permitted. Additional renewable energy sources and agricultural structures may be permitted by the Grantee, which permission may be conditioned or withheld in its sole discretion.

- (5) The construction, use, maintenance, repair, renovation, replacement, and alteration of one (1) retail farmstand, not to exceed 1000 square feet of floor area, and 1600 square feet for an associated gravel parking area for the marketing of agricultural products of which more than 50 percent are grown on the Premises, provided however, that the use of said farmstand shall be consistent with all municipal limitations, laws, zoning, rules, and regulations. Vehicles are permitted within this parking area and all driveways and roads leading to the gravel parking area and farmstand. An unlighted roadside sign is permitted, not to exceed 15 square feet in surface area. A larger farmstand and parking area may be permitted by the Grantee, which permission may be conditioned or withheld in its sole discretion.
- (6) The demolition and removal of structures no longer required for agricultural purposes. Historic stone foundations must be preserved, unless demolition and/or removal are permitted by the Grantee in consultation with the Massachusetts Historic Commission, whose permission may be withheld in its sole discretion. Other material not suitable for on-site reuse and waste must be removed from the site.
- (7) The exaction and removal from or import, placement of fill to the farmstead of soil, gravel, or other mineral resources or natural deposit shall be authorized only to the limited extent needed to construct authorized buildings structures, improvements, and landscaping, for the installation maintenance, or removal of septic systems, and other underground utilities, provided however, that the forgoing permitted activities shall be consistent with all laws and regulations.

B.3 Other. All acts and uses not explicitly permitted by Section II.B.1 and II.B.2 are prohibited unless otherwise approved as described in Section II.C below and as long as they do not materially impair, the purposes or conservation values of the Premises.

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 and the requested activity is not a prohibited act or use herein, and the required activity will not materially impair the conservation values of the Premises.

D. Farm Plan. A Farm Plan for the Premises shall be prepared by the Grantor and approved by Mendon Agricultural Commission, which approval shall not be unreasonably withheld. In the event that the Mendon Agricultural Commission no longer exists, the Mendon Conservation Commission will have the authority to approve the Farm Plan and will be subject to the terms of this provision. The Plan shall be completed within three (3) years from the date this Conservation Restriction is recorded at the Worcester South District Registry of Deeds. The Farm Plan shall provide for management of the Premises in a manner consistent with generally accepted "Best Management Practices" for sustainable agriculture and woodlot management, as those practices may be identified from time to time by appropriate governmental or educational institutions, and in a manner not wasteful of soil resources or detrimental to water quality or conservation and consistent with this Conservation Restriction. The plan shall be updated and submitted to the Mendon Agricultural Commission for approval every five (5) years.

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 the 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. Parties will cooperate in restoring if desirable and feasible.

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

A. If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Secretary. 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 any applicable law which expressly provides for a different disposition of the proceeds after complying with the terms of any gift, grant,

or funding requirements. Grantee shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein.

B. Proceeds. Grantor and Grantee agree that the grant of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction, bears to the value of the unrestricted property at that time. The distribution of any proceeds will occur only after complying with the terms of any gift, grant, or funding requirements.

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 proceeds 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 him or herself and his or her successors and assigns, appoints the Grantee its attorney-in-fact to execute, acknowledge and deliver any such instruments on his or her behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree to execute any such instruments upon request.

C. Running of the Benefit

The benefits of this Conservation Restriction 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, mortgage or other legal instrument by which he or she divests him or herself of any interest in all or a portion of the Premises, including a leasehold interest and, with the exception of a mortgage to notify the Grantee within 20 days of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

The Grantor shall not be liable for violations occurring after 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 South District 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 a timely manner in the Worcester South District 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: Mark Manoogian and Michelle Manoogian

With A Copy to: Attention: Town Administrator
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 02169-9126

To Grantee: Chairperson
Mendon Conservation Commission Town of Mendon
20 Main Street
Mendon, MA 01756

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.

Whenever notice to or approval by Grantee is required, Grantor shall notify Grantee in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question.

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 affect 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.

E. Liens and Homestead

Grantor does hereby, subordinate, release, and waive all homestead rights in the Premises with respect to this Conservation Restriction, but for no other purpose and the Grantor fully reserves the right to record a declaration of homestead (as same is defined in MGL Ch. 188 s. 5) provided same is recorded subsequent to the recording of this Conservation Restriction. Grantor represents that the Premises, at the time of the recording of this Conservation Restriction are free from any mortgage, promissory note,

loan, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a security interest affecting the Property by any third party. The Grantee does hereby acknowledge that nothing contained herein shall prohibit the Grantor from granting a mortgage or mortgages on the Premises, subject to this Conservation Restriction.

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.

Attached hereto and incorporated herein are the following:

Signature Pages

Grantor: Mark Manoogian and Michelle Manoogian

Grantee: Mendon Conservation Commission

Selectmen of Town of Mendon

Approval of Secretary of Energy and Environment Affairs

Exhibit A – Legal Description

Exhibit B – Sketch Plan with Farmstead Area

Exhibit C - Town Meeting Vote to Purchase Premises

Witness my hand and seal this 9th day of MARCH, 2015

Michelle Manoogian
Name & signature of Grantor

Michelle MANOOGIAN

Mark Manoogian

MARK MANOOGIAN

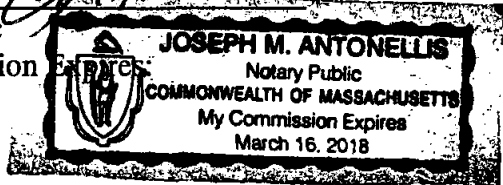
COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this 16th day of MARCH, 2015, before me, the undersigned notary public, personally appeared MARK MANOOGIAN, proved to me through satisfactory evidence of identification which were MASS DEVIDES 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.

M. Michelle MANOOGIAN

Joseph Antonellis
Notary Public
My Commission Expires



ACCEPTANCE OF GRANT FROM MARK MANOOGIAN AND MICHELLE MANOOGIAN

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 February 11, 2015 we voted to approve and accept the foregoing Conservation Restriction from Mark Manoogian and Michelle Manoogian, pursuant to M.G.L. c. 40, § 8C, 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 9 day of March, 2015 by the Town of Mendon Conservation Commission.

TOWN OF MENDON,
By Its Conservation Commission

Peter G. Coffin

Bill Aten

Timothy Alcardi

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this 9 day of March, 2015, before me, the undersigned notary public, personally appeared Peter Coffin, Bill Aten, Timothy Alcardi, members of the Town of Mendon Conservation Commission, proved to me through satisfactory evidence of identification which were personally known to be 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.

Margaret Borden

Notary Public

My Commission Expires: Feb. 12, 2021

**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 February 16, 2015, the Mendon Board of Selectmen voted to approve and accept the foregoing Conservation Restriction from Mark Manoogian and Michelle Manoogian to the Mendon Conservation Commission pursuant to M.G.L. c. 40, § 8C, M.G.L. c. 184, § 32 and in compliance with Section 12(a) of M.G.L. Chapter 44B, the Community Preservation Act, so called.

Executed under seal this 9 day of March 2015.

TOWN OF MENDON,
By Its Board of Selectmen

Michael Scler
John W. Gifford

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this 9 day of Mar., 2015, before me, the undersigned notary public, personally appeared Michael Goffard, Mark Reel, Jr. members of the Town of Mendon Board of Selectmen, proved to me through satisfactory evidence of identification which were personally known to me 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.

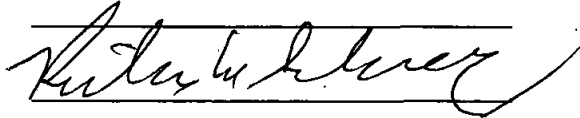
Margaret Benders
Notary Public
My Commission Expires: Feb. 12, 2021

**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 February 16, 2015, the Mendon Board of Selectmen voted to approve and accept the foregoing Conservation Restriction from Mark Manoogian and Michelle Manoogian to the Mendon Conservation Commission pursuant to M.G.L. c. 40, § 8C, M.G.L. c. 184, § 32 and in compliance with Section 12(a) of M.G.L. Chapter 44B, the Community Preservation Act, so called.

Executed under seal this 9th day of March, 2015.

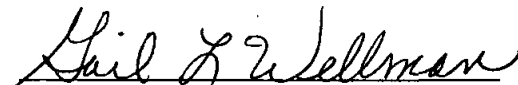
TOWN OF MENDON,
By Its Board of Selectmen



COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

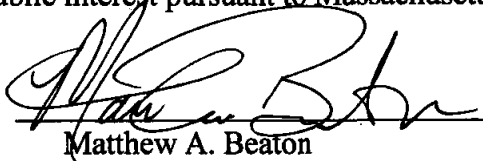
On this 9th day of March, 2015, before me, the undersigned notary public, personally appeared Rich Schfield, members of the Town of Mendon Board of Selectmen, proved to me through satisfactory evidence of identification which were personally known to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.


Notary Public
My Commission Expires: 7-22-16

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 Mark Manoogian and Michelle Manoogian to the Town of Mendon has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: 3, 11, 2015

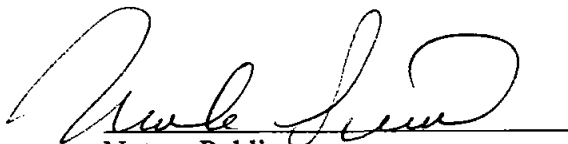


Matthew A. Beaton
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 11th day of March 2015, before me, the undersigned notary public, personally appeared Matthew A. Beaton, 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.



Notary Public
My Commission Expires: 12/7/2018

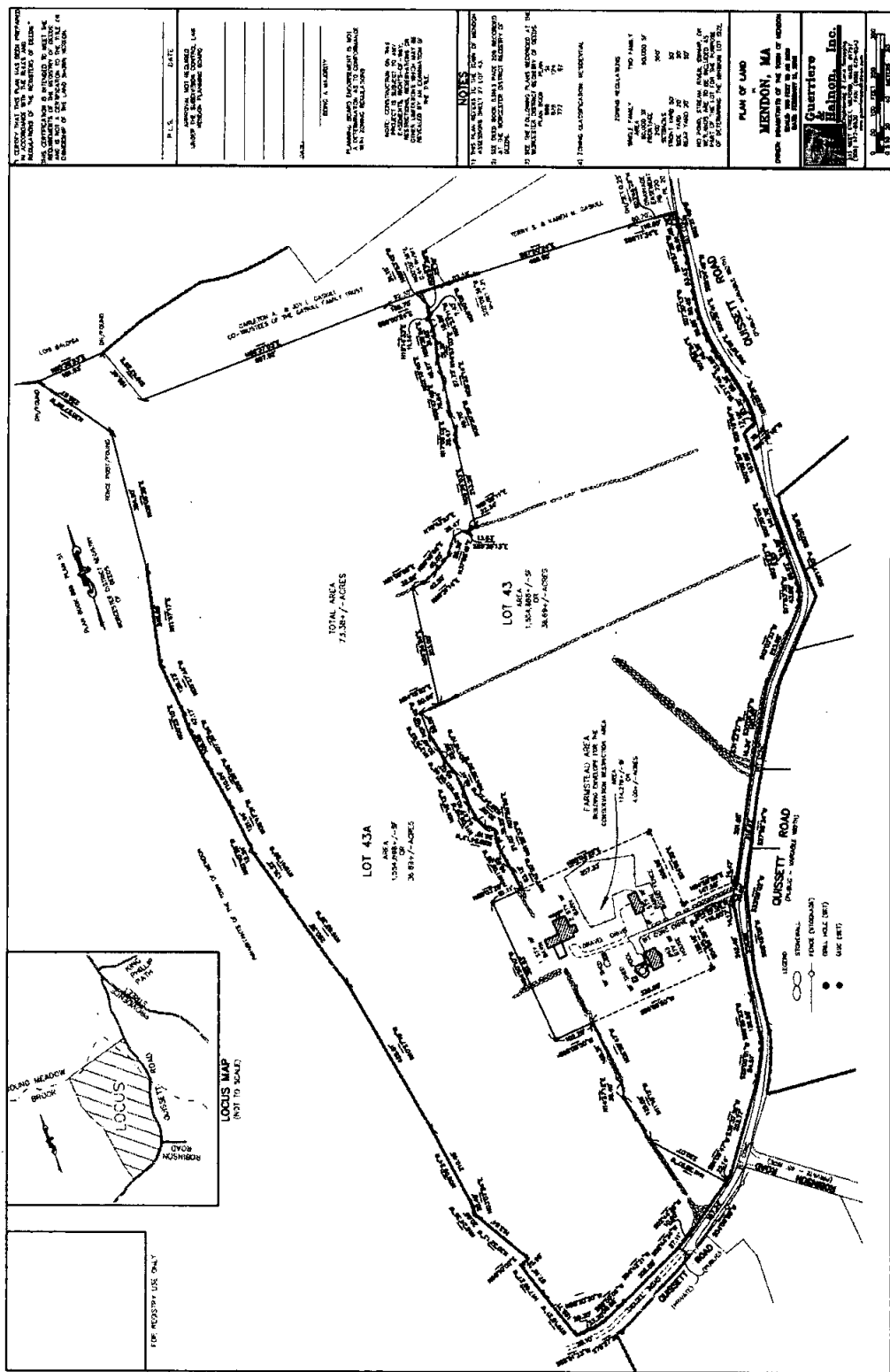
Exhibit A

Description of Premises

The Premises consists of a 36.69 acre parcel of land, and includes a 4+/- acre building envelope, lying on the northwest side of 43 Quissett Road, Mendon, MA shown on Mendon Tax Assessors Map as Map 27, Lot 43 and on a Plan entitled, "Plan of Land of 43 Quissett Road in Mendon, MA" prepared by Guerriere & Halnon, Inc. 333 West Street, Milford, MA 01757, to be recorded herewith and depicted as a "sketch plan", as seen in Plan in Exhibit B.

Exhibit B

Exhibit B "Sketch Plan"



83

N



Pearson Farm
Farmstead Area



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 November 5, 2014 the voters of Mendon took the following action:

ARTICLE 19 Voted that the Town transfer \$275,000 from the Community Preservation Budgeted Reserve Account and \$50,000 from the Community Preservation Open Space Account to acquire a conservation restriction, and pay for related costs, to be under the control of the conservation commission to allow sustainable agriculture and/or open space preservation of the so-called Pearson property located at 43 Quissett Road in Mendon, MA, shown as "B & C" on a plan entitled "Pearson Property, Mendon, Mass., Aerial Map, Department of Fish & Game Division of Fisheries & Wildlife Map Prepared by James McCarthy, Central District Land Agent," which plan is on file with the Office of the Mendon Town Clerk.

MAJORITY VOICE VOTE

A true copy. Attest:

Margaret Bonderenko
Town Clerk

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 November 5, 2014 the voters of Mendon took the following action:

ARTICLE 21 Voted that the Town authorize the Selectmen, on behalf of the Town, to purchase the so called Pearson Farm located at 43 Quissett Road consisting of 70 +/- acres and shown on Mendon Assessors' Maps as Parcel #27-212-43 for a total purchase price of \$800,000; in order to fund such acquisition, to authorize the Selectmen contemporaneously with the acquisition of said Pearson Farm, to convey or reserve following interests in said land and to use the following proceeds for the purchase price:

(a) Convey 34 +/- acres to the state Department of Fish and Game on behalf of the Division of Fisheries and Wildlife for \$165,000;

(b) Convey 36 +/- acres subject to perpetual conservation restriction to be held by the Town which limits the use of such land to open space, agriculture, and uses related to agriculture, to a person or entity selected under the provisions of M.G.L. c. 30B, s. 16 for not less than \$335,000 and up to an additional \$50,000 , which amount shall be used for related cost of acquisition;

(c) Reserve to the Town the conservation restriction on the 36 +/- acres referenced above for no more than \$300,000 appropriated pursuant to Article 19. From said \$300,000, a non-refundable deposit of \$50,000 shall be paid to the Seller.

UNANIMOUS VOICE VOTE

A true copy. Attest:

Margaret Bonderenko
Town Clerk