

From: [Wayne Belec](#)
To: [Jennifer Hager](#)
Cc: [Tim Flynn](#); [Chris Peretti](#)
Subject: RE: lights effecting property across the street
Date: Wednesday, May 25, 2022 11:01:47 AM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[2962_12_1_2004.pdf](#)
[53075_4_16_2021.pdf](#)

Hi Jen-

Please see our responses below in *red*. Please find the attached deed and plan for the property located at 4 Mumford Road. We didn't do a survey of the property, but Dave Lavallee Sr. shows the property lines along the layout as being the stone wall which comes as no surprise and is what we assumed. I have also attached images of the intersection and Duval Road / Road A intersection for your reference when reviewing the responses below.

Thanks,

-Wayne

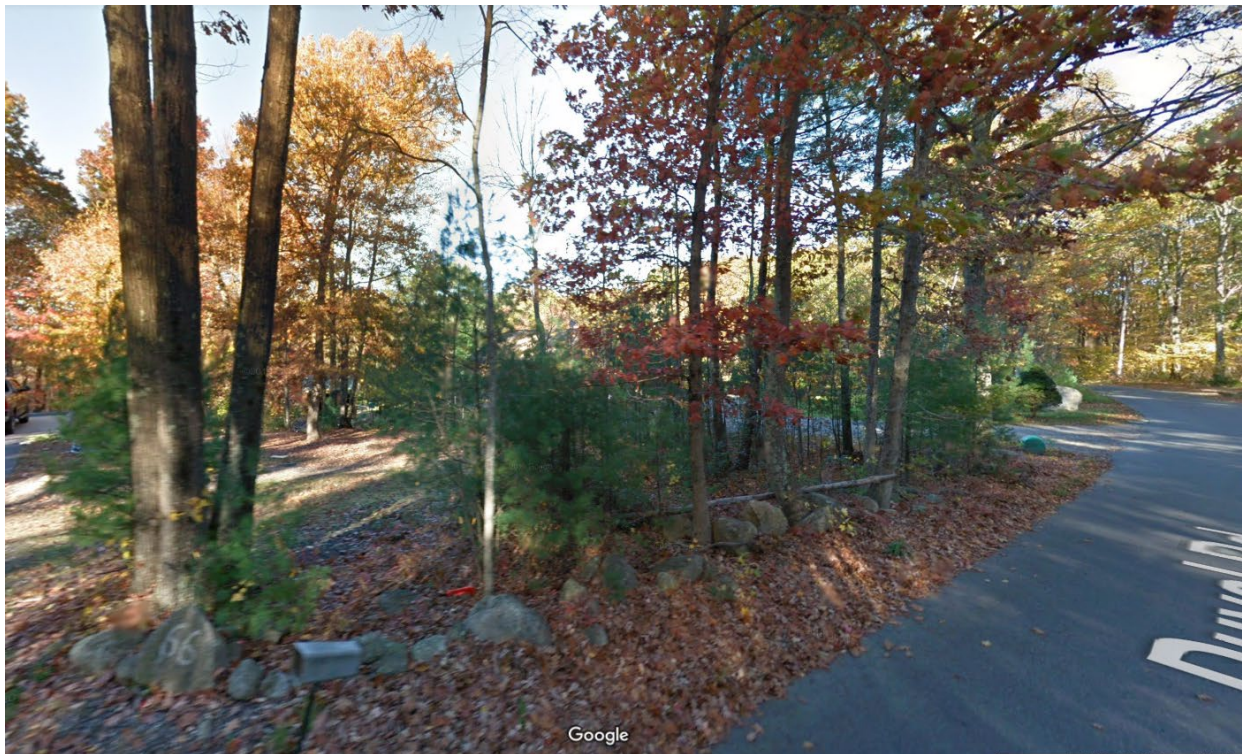
Regards,

Wayne M. Belec
Principal



D 508-232-4598





From: Jennifer Hager <j.hager@town.sutton.ma.us>
Sent: Tuesday, May 24, 2022 4:38 PM
To: Wayne Belec <Wbelec@ldcollaborative.com>; Tim Flynn <tflynn@flynnbd.com>
Subject: lights effecting property across the street

Hi Gentlemen: Two things:

1. I was wrong about there not being houses right across the street from the entrance – please address the impact of headlights on these properties. *Please see the images. The Google street view shows the frontage of the opposite lots in the fall. You will see that it's pretty shady due to the mature tree canopy over the area filtering sunlight onto some white pine saplings. One of the images is Tim's truck exiting at the approximate roadway. Headlights would filter through the white pines and be cast onto the westerly house particularly during a left turn maneuver. Unfortunately, the driveway to that house is too far east to allow for additional landscaping and given the canopy, planting more evergreens may result in a high mortality rate for the new saplings. Removing the mature trees would increase the success rate. Tim is willing to further discuss mitigation with you and the Board.*
2. Our new member was asking me question and brought up a good point that I wanted to give you time to address as I know she'll bring it up on the 13th if you don't. It would appear there is at least 6' feet of unpaved public right of way along the north side of Duval and along the west side of Mumford at the intersection. Have you surveyed the inside of this corner to see exactly where the right of way line is? The question will be even if there is a few feet of right of way here wouldn't it be a benefit to widen the pavement through the intersection? Of course I know related runoff will have to be dealt with but again I wanted to ask you to consider this ASAP. *Please find the attached record information and the street view image showing the stone wall. You will see that there is a few feet in the ROW that could be expanded. The concern we see is that doing so would cut into the slope along Duval adjacent to the stone wall and leave little to no room for snow storage. Widening the pavement on Mumford Road would cause require the ditch to shift closer to the wall in a cut slope. Tim is proposing a monetary contribution for the Town's consideration to address this existing condition as they see fit.*

Thanks!! Jen

Jennifer S. Hager
Planning & Economic Development Director
Town of Sutton
4 Uxbridge Road
Sutton, MA 01590
(508) 865-8729
j.hager@town.sutton.ma.us

Please be advised that the Attorney General has ruled that communication via electronic mail in the public domain is not confidential and is considered a matter of public record. Furthermore, all communications (including this one) will be retained for 10 years.

Property Address: 24 Mumford Road, Sutton, Massachusetts

MASSACHUSETTS QUITCLAIM DEED

We, **Paul F. Vincequere, Sr. a married man and Paul F. Vincequere, Jr. a unmarried man**, of Sutton, Massachusetts, for consideration paid, and in full consideration of four hundred fifteen thousand and NO/100 (\$**415,000.00**) dollars paid, grant to **Dylan A. Polseno** Individually, of 24 Mumford Road, Sutton, Massachusetts, with *quitclaim covenants*, the following property in Worcester County, Massachusetts:

The land, including Parcels A, B and the Conservation Restriction, together totaling 38.9897 acres, with the buildings thereon, located on the westerly side of Mumford Road and the northerly side of Duval Road in the Town of Sutton, Worcester County, Massachusetts, being shown on a plan entitled, "Plan of Land in Sutton, Mass., Owned by Estate of Daniel W. Griffith, 1 in = 200 ft, 3 Aug 2004, Lavallee Brothers, Inc., 497 Central Turnpike, Sutton, Mass." which plan is recorded with Worcester District Registry of Deeds in Plan Book 818, Plan 86, and to which plan reference may be had for a more particular description of the premises.

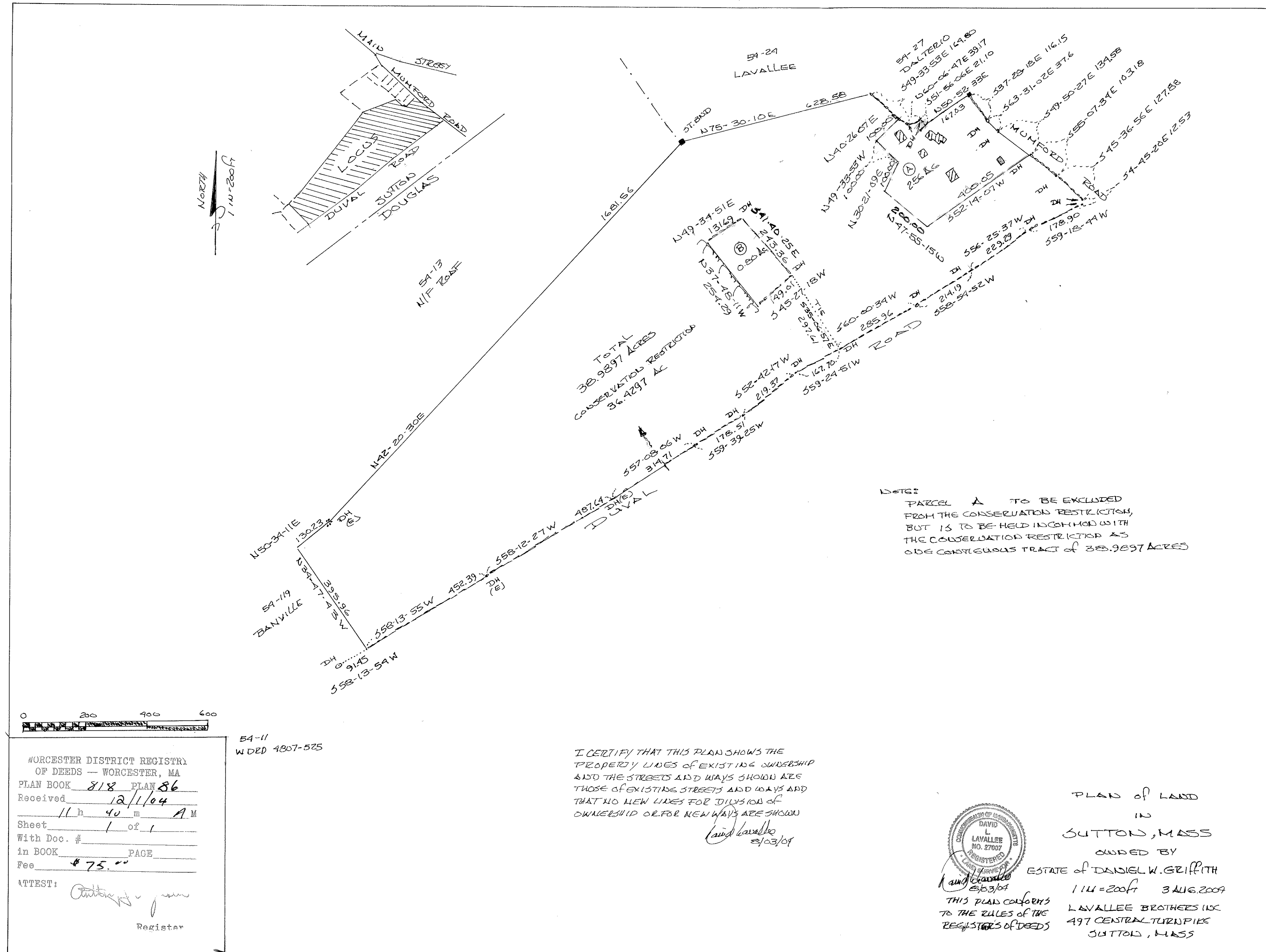
Subject to a Grant of Conservation Restriction to the Metacomet Land Trust, Inc. dated October 19, 2004 and recorded with said Deeds in Book 35209, Page 36.

Subject to the right to maintain ditch or trench for purposes of conducting water as set forth in Book 698, Page 376. Subject also to right to maintain canal for purpose of conveying waters of Mumford River through premises as granted in Book 742, Page 52. Subject to right of way conveyed to Minskull by deed recorded in Book 2890, Page 45.

Being the same premises conveyed to the Grantors by deed of Paul Vincequere, Sr. and Laurie Flannery dated June 19, 2008 and recorded with said Deeds in Book 43258, Page 35.

The grantors specifically waive any homestead interest they may have in the premises conveyed by this instrument, and each grantor states that no other person is entitled to the benefit of homestead protection with respect to the premises herein conveyed.

I, **Paul F. Vincequere, Sr.** married to Donna Vincequere hereby certify that my spouse has not nor does currently occupy the premises as her principal residence and is not entitled to claim the benefit of an existing estate of Homestead.





2004 00218313

Bk: 35209 Pg: 36 Doc: CONS
Page: 1 of 17 12/01/2004 03:35 PM

GRANT OF CONSERVATION RESTRICTION

Edwin E. Taipale, Executor of the Estate of Daniel Griffith (Worcester Probate No. 04P0631EP1) (the "Grantor"), does hereby grant, with quitclaim covenants, in perpetuity and exclusively for conservation purposes to the METACOMET LAND TRUST, INC., a charitable nonprofit corporation operating under the laws of Massachusetts with its mailing address at Post Office Box 231, Franklin, MA 01028 (the "Grantee"), a **Conservation Restriction** (as defined and authorized by Sections 31-33 of Chapter 184 of the General Laws of the Commonwealth of Massachusetts) as described below with respect to a certain parcel of land located in the Town of Sutton, County of Worcester, and the Commonwealth of Massachusetts, said parcel containing 36.4297 acres and being described in Exhibit A attached hereto and incorporated herein as part of this Grant of Conservation Restriction, but excluding from the parcel and the Conservation Restriction that portion of the property denoted as Parcel A, containing the homestead and comprising 2.56 acres, as shown on the survey plan of the subject parcel entitled "Plan of Land in Sutton, Mass., Owned by Estate of Daniel W. Griffith, 1 in = 200 ft, 3 Aug 2004, Lavalley Brothers, Inc., 497 Central Turnpike, Sutton, Mass" dated August 3, 2004, *recorded* herewith *Book 4807, Page 525* and incorporated herein as part of this Grant of Conservation Restriction. For Grantor's title, see Worcester County Registry of Deeds, Book 4807, Page 525. The land subject to this Grant of Conservation Restriction, comprising 36.4297 acres, is hereinafter referred to as the "Property."

WITNESSETH:

WHEREAS, the Property possesses significant, unusual, unique, or outstanding natural, wooded, scenic, and open space values (collectively, and hereinafter, "conservation values") of great importance to the Grantor, and to the people of Sutton, Worcester County, and the Commonwealth of Massachusetts; and

WHEREAS, Daniel Griffith, throughout his life, was actively involved in conservation efforts, and managed and maintained the Property consistent with his view that the preservation of open space and natural areas was of the utmost importance; and

WHEREAS, Daniel Griffith, in his last will and testament, directed that the Property be permanently subject to conservation and/or open space restrictions in order to conserve the property from future development and to continue his forest stewardship practices; and

WHEREAS, preservation of the Property significantly adds to previously protected conservation lands in the Town of Sutton and enhances the magnitude and effect of Sutton's conservation and protected open space properties; and is Unprotected Supporting Natural Landscape; and

WHEREAS, the property lies within the John H. Chafee Blackstone River Valley National Heritage Corridor and protects significant watershed and habitat for a stream that feeds Stevens Pond that represents the cultural heritage of the numerous mills that once transformed the village of Manchaug and that continues to feed the Mumford River, a major tributary of the Blackstone River; and

RETURN TO:

ROBERT A. LEVITE, ESQ.
P.O. Box 1060
W. BROOKFIELD, MA 01585

1

WORCESTER COUNTY
ABSTRACT COMPANY
ORDER NO. 52764

JR

WHEREAS, the ongoing rapid residential development of the Town of Sutton has significantly reduced the open space and privately owned forested parcels crucial to maintain healthy habitat for native wildlife; and

WHEREAS, the specific conservation values of the Property are documented in an inventory of relevant features of the Property (Baseline Documentation) on file at the offices of GRANTEE and incorporated here- that provides accurate representation of the Property at the time of this grant and will serve as objective baseline information for monitoring compliance with the terms of this grant; and

WHEREAS, Grantor and Grantee recognize the natural, scenic, aesthetic, and special characteristics of the Property and have the common purpose of conserving the conservation values of the Property by conveyance of a Conservation Restriction on, over, and across the Property which shall conserve the natural values of the Property and prevent any use of the Property that will significantly impair or interfere with the Property's conservation values or natural resources.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the Commonwealth of Massachusetts and in particular Sections 31-33 of Chapter 184 of the General Laws, the Grantor for itself and for its successors and assigns (being collectively "Grantor" herein) grants a Conservation Restriction in perpetuity over the Property of the nature and character and to the extent hereinafter set forth.

1. Purpose

The intent and purpose of this Conservation Restriction is to protect and manage the Property, in perpetuity, in a natural, forested condition; to protect, promote, and manage the conservation of its forests, wetlands, natural watercourses, and wildlife thereon; to permit and allow sustainable forest management activities; and to protect and enhance the value of abutting and neighboring natural resources, open spaces, and conservation areas by developing and implementing a Forest Management Plan (hereinafter the "Management Plan," more particularly described in Exhibit 3 attached hereto and by reference made a part hereof) that shall be implemented and periodically updated, and may be amended, all after consultation with a professional forester and review by the Grantee, that encourages and facilitates improvements in the forest's health and quality, subject, however, to the provisions of the last clause of Section 2(f).

Approval of this Conservation Restriction pursuant to M.G.L. Chapter 184, Section 32 by any municipal officials and by the Secretary of 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 Property, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

2. Binding Effect and Prohibited Activities

The Grantor covenants that the Property will at all times be held, used, and conveyed subject to, and not used in violation of, the following restrictions that shall run with the Property in perpetuity, as said restrictions may be limited or affected by the provisions of Paragraph 3 below.

(a) The Property, including without limitation any body of water thereon, shall be continued predominantly in an undeveloped and natural condition, and shall not be used for residential, industrial, or commercial use except as is consistent with the activities permitted in Paragraphs 1 and 3 herein.

(b) No residential dwelling, building, tennis court, swimming pool, driveway made of asphalt or other impermeable or hazardous materials, improved road associated with development, aircraft landing strip, sign, billboard or other advertising display, mobile home, utility pole, tower, conduit or line, equipment, fixture, trailer, antenna or other temporary or permanent structure or improvement shall be constructed, placed or permitted to remain on the Property except such structures as are consistent with the activities permitted in Paragraphs 1 and 3 herein.

(c) No loam, peat, gravel, soil, sand, rock or other mineral resource, or natural deposit shall be excavated, dredged, or removed from the Property, unless related to the uses, activities, and purposes expressly permitted herein and in accordance with the then current Management Plan.

(d) No trees, shrubs or other vegetation on the Property shall be cut, removed or destroyed, except that the Grantors, their heirs, devisees, successors or assigns, may perform such cutting, pruning, mowing, and removal as shall be dictated by sound sustainable forest management practices and performed in accordance with the then current Management Plan, or as otherwise expressly permitted herein.

(e) No soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, radioactive or hazardous waste, or other similar substance or material whatsoever shall be placed, stored, dumped, or permitted to remain on the Property, provided however that the storage and spreading of compost, manure, other fertilizer, or sand under sound sustainable forest management practices, or the leaving of slash after harvesting timber, may be permitted pursuant to provisions of the Management Plan.

(f) No use shall be made of the Property, and no activity shall be permitted thereon, which is or may be inconsistent with the intent of this grant or the then current Management Plan, that being the perpetual protection and preservation of the Property and its sustainable natural resources. No activity (including, but not limited to, drainage or flood control activities) shall be carried on which is detrimental to the sustainable management of the natural resources of the Property or detrimental to water quality or to soil, wildlife, or sustainable forestry management practices; provided, however, that Parcel B, as shown on the Survey Plan _____, shall not be subject to the Management Plan unless Grantor or his assigns, after consultation with the professional forester and review by the Grantee, determines to include said Parcel B under the Management Plan.

said Parcel B under the Management Plan.

(g) No commercial camping, commercial fishing, or commercial trapping shall be permitted on the Property.

3. Reserved Rights and Permitted Uses

The Grantor hereby reserves to and for Grantor and his heirs, devisees, legal representatives, successors, and assigns all other customary rights and privileges of ownership, including the right to privacy and the right to conduct or permit the following activities on the Property:

(a) The maintenance or use of existing trails, fences, bridges, gates, stone walls, farm and unpaved woods roads on the Property, or as necessary to provide for the needs of vehicular traffic serving the Property, including utilities, substantially in their present condition or as reasonably necessary for the uses thereof or hereinafter permitted, or necessary and desirable in controlling unauthorized use or facilitating authorized use of the Property.

(b) Construction, use, maintenance and repair of one additional farming, horticultural or animal husbandry building within Parcel B and designed to be in harmony with the surrounding forestry stewardship practiced under the terms of this Conservation Restriction will only be undertaken with the prior written consent of Grantee, which consent shall not be unreasonably withheld, but which shall be granted upon a showing that the proposed activity will not have a deleterious effect on the purposes of this Conservation Restriction.

(c) The construction, erection, and maintenance of signs setting forth restrictions on the use of the Property; identifying the Property's use for sustainable forest management (Tree Farm, Chap. 61, etc.) or similar items; or identifying the Property's owner and the holder of this Conservation Restriction.

(d) The right to conduct or permit others to conduct sustainable forest management uses of the Property as stated in the then current Management Plan described in Paragraph 1, including the right to commercially harvest forest products in accordance with prudent sustainable forest management practices and with the Massachusetts Forest Cutting Practices Act, M.G.L. c.132 (as amended).

(e) The right to use motorized vehicles necessary for conducting forest management, consistent with the then current Management Plan described in Paragraph 1 and permitted by the provisions of this Conservation Restriction or for emergency purposes. This right does not include the right to damage or harm the natural and sustainable resources for which this Conservation Restriction was created.

(f) The right to conduct activities, both chemical and/or mechanical for the express control of noxious, nuisance or invasive plant and animal species in accordance with a plan approved in advance by the Grantee and within the guidelines of the Commonwealth's related statutes, M.G.L. c. 131.

(g) The right to hunt and to trap.

(h) The right to engage in all acts or uses not expressly prohibited herein provided that such act or use shall not be detrimental to the sustainable management of the natural resources of the Property or detrimental to water quality, soil conservation, wildlife conservation, or agricultural or forestry management practices.

4. Rights of Grantee

To accomplish the purpose of this Conservation Restriction the following rights are granted to the Grantee:

(a) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Conservation Restriction and to require the restoration of such areas or features of the Property that may be damaged by an inconsistent activity or use; and

(b) To enter upon the Property at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Conservation Restriction; provided that Grantee shall provide reasonable notice of entry to Grantors, and Grantee shall not unreasonably interfere with Grantors' use and quiet enjoyment of the Property.

5. Legal Remedies of the Grantee

(a) When a breach of this Conservation Restriction, or conduct by anyone inconsistent with this Conservation Restriction, comes to the attention of the Grantee, it shall notify the Grantor in writing of such breach or conduct, delivered in hand or by certified mail, return receipt requested. In emergency situations, Grantee may immediately take any and all actions to enforce the provisions of this Conservation Restriction without prior notice to Grantor.

(b) The Grantor shall, within thirty (30) days after receipt of such notice or after otherwise learning of such breach or conduct, undertake those actions, including restoration, which are reasonably calculated to cure swiftly said breach, or to terminate said conduct, and to repair any damage. The Grantor shall promptly notify the Grantee of its actions taken under this section.

(c) If the Grantor fails to take such proper action under the preceding paragraph, the Grantee shall, as appropriate to the purposes of this Conservation Restriction, undertake any actions that are reasonably necessary to cure such breach or to repair any damage in the Grantor's name or to terminate such conduct. 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 Property to its condition prior to the time of the injury complained of (it being agreed that the Grantee may have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee.

(d) The Grantor covenants and agrees to reimburse the Grantee for all reasonable costs and expenses (including, without limitation, reasonable and necessary counsel and legal fees) incurred in enforcing this Conservation Restriction or in remedying or abating any violation thereof.

(e) Grantee, by its acceptance of this Conservation Restriction, does not undertake any liability or obligation relating to the condition or management of the Property.

(f) Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights herein shall not be deemed or construed to be a waiver of such rights.

6. Acts Beyond Grantors' Control

Nothing contained in this Restriction shall be construed to entitle GRANTEE to bring any action against GRANTORS for any injury or change in the PROPERTY resulting from causes beyond the GRANTORS' control including, but not limited to, fire, flood, storm and earth movement, or from any prudent action taken by GRANTORS under emergency conditions to prevent, abate or mitigate significant injury to the PROPERTY resulting from such causes.

7. Responsibilities of Grantor and Grantee

Other than as specified herein, this Conservation Restriction is not intended to impose any legal or other responsibility on Grantee, or in any way to affect any obligations of Grantor as owner of the Property, including, but not limited to, the following:

(a) Grantor shall be solely responsible for payment of all taxes and assessments levied against the Property.

(b) Grantor shall be solely responsible for the upkeep and maintenance of the Property, to the extent required by law. Grantee shall have no obligation for the upkeep or maintenance of the Property.

(c) Grantor shall indemnify Grantee against, and hold Grantee harmless from, any and all loss, cost, claim, liability, or expense (including reasonable attorneys' fees) arising from or with respect to the Property, unless due to the gross negligence or willful misconduct of Grantee.

8. Proceeds from Extinguishments or from Condemnation

(a) If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this Conservation Restriction can be terminated or extinguished, whether in whole or in part, only by judicial proceedings in a court of competent jurisdiction and with the Secretary of Environmental Affairs and in accordance with statutory requirements. If any change in conditions ever gives rise to extinguishment or to other release of the Conservation Restriction under applicable law, then the Grantee, on a subsequent sale, exchange, or involuntary conversion of the Property, shall be entitled to a portion of the proceeds in accordance with paragraph 8(c) below, subject, however, to any applicable law which expressly provides for a different disposition of proceeds. The Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth herein.

(b) The Grantor and the Grantee agree that this Conservation Restriction gives rise for purposes

of this paragraph 8 to a property right, immediately vested in the Grantee, with a fair market value determined by multiplying the then-current fair market value of the Property unencumbered by this Conservation Restriction (minus any increase in value after the date of this grant attributable to improvements) by the ratio of the value of this Conservation Restriction at the time of this grant to the value of the Property, without deduction for the value of this Conservation Restriction, at the time of this grant. The values at the time of this grant shall be determined using the methods used to calculate the deduction for federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Internal Revenue Code of 1986, as amended. For the purposes of this paragraph, the ratio of the value of this Conservation Restriction to the value of the Property unencumbered by this Conservation Restriction shall remain constant.

(c) Whenever all or any part of the Property or any interest therein is taken by public authority under power of eminent domain or by 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 the Grantee in shares equal in proportion to the aforementioned ratio (though if a less-than-fee interest is so taken, the proceeds shall be equitably allocated according to the nature of the interest taken). The Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth herein.

9. Subsequent Transfers

The Grantor shall incorporate the terms of this Conservation Restriction in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to the Grantee of the transfer of any interest no later than twenty (20) days following the date of such transfer. Such written notice shall include the name(s), address(es), and telephone number(s) of the transferee(s). Failure of the Grantor to do so shall not impair the validity of this Conservation Restriction or limit its enforceability in any way.

10. Assignability

(a) The Burdens of this Conservation Restriction shall run with the Property in perpetuity, and shall be enforceable against the Grantor, his heirs, devisees, successors, or assigns holding any interest in the Property.

(b) The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction. Without limiting the foregoing, the Grantor agrees to execute any such instrument upon the Grantee's request.

(c) The benefits of this Conservation Restriction shall be in gross and the Grantee shall not assign them, except in the following instances and from time to time, and with prior notification to the Grantor or his successors or assigns:

(i) as a condition of any assignment, the Grantee requires that the purpose of this

Conservation Restriction continues to be enforced, and

(ii) the assignee, at the time of assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986 (as amended) and applicable regulations thereunder, and under Section 32 of Chapter 184 of the General Laws (as amended) as an eligible donee to receive this Conservation Restriction directly.

(d) Notwithstanding anything to the contrary contained herein, the rights and obligations under this Conservation Restriction of any party holding any interest in the Property shall terminate upon transfer of that party's interest, except that liability for acts and omissions occurring prior to transfer shall survive the transfer.

(e) If the Metacomet Land Trust, Inc. is dissolved, or fails to be a qualified organization under Section 32 of Chapter 184 of the General Laws, or Section 170 (h) of the Internal Revenue Code and a prior assignment is not made pursuant to this paragraph, then the rights and obligations under this Conservation Restriction shall vest in such organization as a court of competent jurisdiction shall direct under the doctrine of cy pres and with due regard to the requirements for assignment contained herein.

11. Access

The Conservation Restriction hereby conveyed does not grant to the Grantee, to the general public, or to any other person any right to enter the Premises except there is granted to the Grantee and its representatives the right to enter the Premises at reasonable times and in a reasonable manner for the purpose of inspecting the same to determine compliance herewith and in accordance with Section 4 (b) hereof.

12. Environmental Warranty

Nothing in this Conservation Restriction shall be construed as giving rise to any right or ability in Grantee to exercise physical or management control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA), or any corresponding state and local statute or ordinance.

Grantor warrants that it has no actual knowledge of a release or threatened release of hazardous substances or wastes on the Property, as such substances and wastes are defined by applicable law, and hereby promises to indemnify Grantee against, and to hold Grantee harmless from, any and all loss, cost, claim (without regard to its merit), liability, or expense (including reasonable attorneys' fees) arising from or with respect to any release of hazardous substances or violation of environmental laws.

If at any time after the effective date of this Conservation Restriction there occurs a release in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or to the environment, Grantor agrees to take all steps that may be

required under federal, state, or local law necessary to assure its containment and remediation, including any cleanup.

13. Estoppel Certificate

Upon request by the Grantor, the Grantee shall within thirty (30) 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.

14. Perpetuation of Conservation Restriction

Except as expressly otherwise provided herein, this Conservation Restriction shall be of perpetual duration, and no merger of title, estate, or interest shall be deemed effected by any previous, contemporaneous, or subsequent deed, grant, or assignment of an interest or estate in the Property, or any portion thereof, to Grantee, it being the express intent of the parties that this Conservation Restriction not be extinguished by, or merged into, any other interest or estate in the Property now or hereafter held by Grantee.

15. Severability

If any provisions of this Conservation Restriction shall to any extent be held invalid, the enforceability of the remainder of this Conservation Restriction shall not be affected, and shall continue in full force with effect.

16. Notices

All notices pursuant to this Conservation Restriction shall be given in writing to the following persons by certified mail, return receipt requested:

Grantor:

Edwin E. Taipale, Esq.
28 Main Street
P.O. BOX 1209
Douglas, MA 01516
Telephone: 508-476-3174

Grantee:

Metacomet Land Trust, Inc.
P.O. Box 231
Franklin, MA 02038
Telephone: 1-888-298-7284


17. Rights of the Public

This Conservation Restriction shall not be construed as a granting any rights to the public with respect to the Property, and except for Grantee's rights under Paragraph 2, Grantor shall have the absolute right to control (including the right to prohibit) public access onto the Property.

18. 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 County Registry of Deeds.

IN WITNESS WHEREOF, Grantor has executed this instrument this 19 day of October 2004.

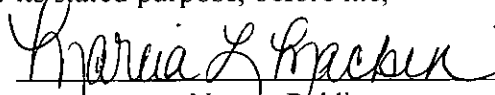

 Edwin E. Taipale, Executor

COMMONWEALTH OF MASSACHUSETTS

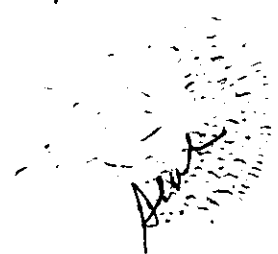
Worcester, ss.

October 19, 2004

The above named person, Edwin E. Taipale, before me, proved through satisfactory evidence of identification, being (check one): ☐ driver's license or other state or federal government document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☐ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose, before me,


 Notary Public

My Commission Expires: 11/3/2009



ACCEPTANCE OF GRANT

The above Grant of Conservation Restriction is accepted this 19th day of October 2004.

Grantee:

METACOMET LAND TRUST, INC.

By: Clifford A. Matthews

Name: Clifford A. Matthews, President

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

19th October, 2004

The above named person, Clifford A. Matthews, before me, proved through satisfactory evidence of identification, being (check one): ☐ driver's license or other state or federal government document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☒ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily on behalf of the Metacomet Land Trust, Inc. for its stated purpose, before me,

George C. Holmes

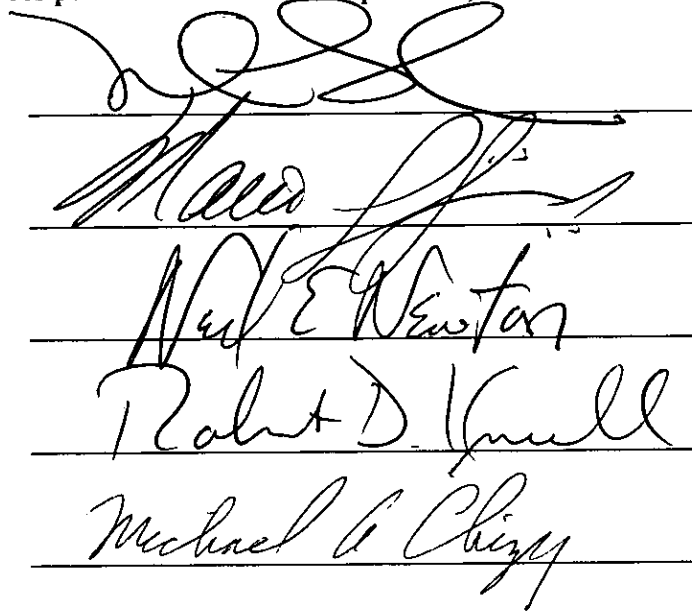
Notary Public

My Commission Expires:

George C. Holmes
NOTARY PUBLIC
My Commission Expires
February 18, 2011

APPROVAL BY SELECTMEN

We, the undersigned, being a majority of the Board of Selectmen of the Town of Sutton, Massachusetts, hereby certify that at a meeting duly held on October 5, 2004 we voted to approve the foregoing Conservation Restriction in the public interest for the preservation of Sutton's natural resources pursuant to M.G.L. Chapter 184, Section 32.



The block contains four handwritten signatures, each written on a horizontal line. From top to bottom, the signatures are: a stylized signature, a signature that appears to be 'Meredith', a signature that appears to be 'Neil E. Newton', and a signature that appears to be 'Robert D. Gnull'. Below the last signature is another line with a signature that appears to be 'Michael A. Chizzy'.

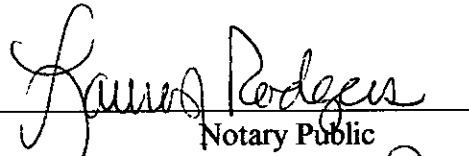
Date: Oct 5, 2004

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

October 5, 2004

The above named duly elected members of the Town of Sutton's Board of Selectmen, before me, proved through satisfactory evidence of identification, being (check one): ☐ driver's license or other state or federal government document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☒ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by them voluntarily and the free act and deed of a vote of the Town of Sutton's Board of Selectmen, before me.

A handwritten signature in cursive script, appearing to read "Laurie Rodger", is written over a horizontal line.

Notary Public

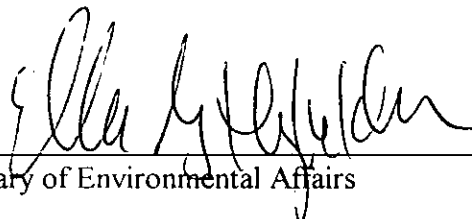
My commission expires

Jan 5, 2007

**APPROVAL BY SECRETARY OF ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of the Executive Office of Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction has been approved in the public interest pursuant to M.G.L. Chapter 184, Section 32. Approval of this Conservation Restriction pursuant to M.G.L. Chapter 184, section 32 by any municipal officials and by the Secretary of 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 Property, and any such pre-existing rights of the public, if any are not affected by the granting of this Conservation Restriction.

Date: Nov. 17 2004




Secretary of Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

Nov. 17, 2004

Then personally appeared the above-named Ellen G. Felder Secretary of Environmental Affairs the above named person, before me, proved through satisfactory evidence of identification, being (check one): ☐ driver's license or other state or federal government document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☒ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose, before me,



Notary Public
My Commission Expires:

NICOLE SICARD
Notary Public
My Commission Expires December 31, 2004

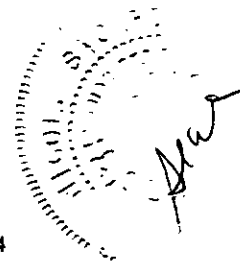


EXHIBIT A
Deed

The land on the northerly side of Duval Road in the Town of Sutton, Worcester County, Massachusetts, shown as "Conservation Restriction" on a plan entitled "Plan of Land in Sutton, Mass., Owned by Estate of Daniel W. Griffith, 1 in = 200 ft, 3 Aug 2004, Lavalley Brothers, Inc., 497 Central Turnpike, Sutton, Mass", which said plan is recorded herewith with the Worcester District Registry of Deeds in Plan Book 818, Plan 86, reference to said plan may be had for a more particular description of said "Conservation Restriction".

Said "Conservation Restriction" contains 36.4297 acres, according to said plan.

Specifically excluded from said "Conservation Restriction" is parcel A as shown on said plan. Said parcel A shall continue to be held in common with the Conservation Restriction as one contiguous tract of 38.9897 acres, and shall not be further subdivided.

Subject to right to maintain ditch or trench for purposes of conducting water as et forth in Book 698, Page 376. Subject also to right to maintain canal for purpose of conveying waters of Mumford River through premises as granted by Book 742, Page 52. Subject to right of way conveyed to Minskull by deed recorded Book 2890, Page 45.

Being a portion of the land conveyed to Daniel W. Griffith and Mildred E. Griffith by deed of Florence L. Potter, dated November 15, 1967, and recorded with the Worcester District Registry of Deeds in Book 4807, Page 525.

EXHIBIT B

Forestry Management Plan

The Forest Management Plan for the Property ("Management Plan") shall be prepared by a licensed professional forester or by other individual with written approval by Grantee. The Management Plan shall provide for management of the Property in a manner consistent with generally accepted "Best Management Practices," 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.

This plan shall be updated periodically, particularly if new information or new knowledge is obtained that promotes or enhances the conservation values and sound sustainable forest management of the Property. The Management Plan, and subsequent updates or amendments, shall be submitted to Grantee for approval. A Management Plan for the Property shall be completed within two (2) years from the date this Conservation Restriction is recorded at the Worcester County Registry of Deeds, or before any harvest of forest products occurs on the Property. All forest product-harvesting operations shall be conducted in accordance with applicable law.

The Management Plan shall include:

1. The Property's current owner(s), including their then current mailing address and telephone number(s);
2. The property tax assessor's map numbers and lot/parcel numbers, the Property's total acreage, and acreage subject to this, or any other restriction or easement;
3. The deed book and deed page from the Registry of Deeds and reference to any approved or pending ANR (approval not required) plan, subdivision plan, or any other division of the Property's ownership interests;
4. A history of the Property and its management, including forestry activities engaged in during the previous ten years;
5. An inventory of forest resources, including: species, quality, age class distributions, growth rates, potential harvest volumes, and approximate values;
6. A forest type map, which shall delineate: the Property's boundaries, forest types, estimated locations of any threatened or endangered animal and plant species, unique (geological, hydrological, historical, and cultural) features, existing roads and other accesses to the property, soil types, topography, and aspect;
7. A brief description of the Property's abutters and any other protected land(s), including areas protected for natural, scenic, forested, agricultural, historical, open space, conservation, or wildlife purposes within a reasonable distance of this Property;
8. A description of the owner's management objectives and practices for the following ten (10) year period;

9. The Management Plan shall be reviewed and updated every ten (10) years after consultation with a professional forester;

10. The Grantee's written approval, which shall not be unreasonably withheld and shall be granted within sixty (60) days of receipt.

ATTEST: WORC. Anthony J. Vigliotti, Register