

DRAFT

AGRICULTURAL PRESERVATION RESTRICTION

The Rulon Farm
Blossom Road
Westport, MA

Dated: _____, 2017

Westport Land Conservation Trust, Inc., a Massachusetts charitable corporation, with a mailing address of PO Box 3975, Westport MA 02790, for itself and its successors and assigns (“**Grantor**”), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws (M.G.L.), hereby grants to the **Town of Westport**, a municipal corporation in Bristol County, Massachusetts, acting by and through its Conservation Commission by authority of Massachusetts General Laws, Chapter 40, Section 8C, with offices at 856 Main Road, Westport, Massachusetts, 02790, its successors and permitted assigns, and to **Westport Land Conservation Trust, Inc.**, a Massachusetts charitable corporation, with a mailing address of PO Box 3975, Westport MA 02790, its successor and assigns, (together “**Grantee**”), for consideration paid in full of One Hundred Fifty Thousand dollars (\$150,000.00), in perpetuity and exclusively for conservation purposes, an **Agricultural Preservation Restriction** on a parcel of land located in the Town of Westport, Bristol County, Massachusetts, containing approximately 29.78 acres, more or less, located on the west side of Blossom Road, more particularly described as “**Lot 2**” and “**Lot 3**” in a plan entitled “Plan of Land, 122 Blossom Road, Westport, MA” by Southcoast Engineering, dated April 25, 2017, and recorded in Plan Book 176, Page 4 in the Bristol County (South) Registry of Deeds. For Grantor’s title see deed from Luke P. Travis, Personal Representative of the Estate of Mary Elizabeth Rulon aka Elizabeth S. Rulon in Book 12065, Page 271, recorded at the Bristol County (South) Registry of Deeds.

I. PURPOSES

This Agricultural Preservation Restriction is defined and authorized by Sections 31-33 of Massachusetts General Laws, Chapter 184 and otherwise by law. By granting this Agricultural Preservation Restriction, it is the intent of the Grantor to perpetually protect and preserve agricultural and forested land, encourage sound soil management practices in accordance with normally accepted agricultural and forest management practices, preserve natural resources, maintain land for agricultural use, and maintain the rural scenic character of the Town of Westport. In addition, it is the intent of this Agricultural Preservation Restriction to assure that

any use or change occurring on the Premises will not materially impair or interfere with its conservation and preservation values. These values include the following:

- Protection of Agricultural Land. The Premises contains active agricultural land identified as prime farmland by the U.S. Department of Agriculture, the preservation of which contributes to the continued viability of agriculture in the Town of Westport.
- Surface Water Protection. The Premises contains wetlands and an unnamed brook which flows into North Watuppa Pond, a drinking water supply for the City of Fall River, and protection of the Premises will help preserve the water quality in the Pond.
- Furtherance of Government Policy. The protection of the Premises is consistent with Westport's 2017 Open Space and Recreation Plan, which seeks to:
 - Preserve open space that is important to water supply protection (Goal 1(A))
 - Identify and protect forest and woodland areas that are critical to habitat and green infrastructure services (Goal 1(D))
 - Promote conservation of agricultural land and retention of working farms through the various means available (Goal 1(E))

II. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED USES

A. Prohibited Acts and Uses

Subject to the exceptions set forth herein, the Grantor will not perform or permit the following acts and uses, which are hereby prohibited on, above, or below the Premises:

- (1) Constructing, placing or allowing to remain any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, sign, fence, billboard or other advertising display, antenna, utility pole, tower, conduit, line, or other temporary or permanent structure or facility on, above or under the Premises;
- (2) Mining, excavating, dredging or removing from the Premises any soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise making topographical changes to the area;
- (3) Placing, filling, storing or dumping on the Premises any soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever or the installation of underground storage tanks;
- (4) Cutting, removing or otherwise destroying trees, grasses or other vegetation;
- (5) Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, or archaeological conservation;

- (6) Use, parking or storage of vehicles including motorcycles, mopeds, all-terrain vehicles, trail bikes, or any other motorized vehicles on the Premises except as reasonably necessary to exercise any of the reserved rights pursuant to Section II (B) herein, or for vehicles necessary for public safety (i.e. fire, police, ambulance, other governmental officials) in carrying out their lawful duties;
- (7) Subdivision; 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;
- (8) The use of the Premises for more than *de minimus* commercial recreation, business or industrial use of the Premises;
- (9) The use of the Premises as a site for any sanitary sewage or other wastewater disposal system serving any residence or other structures, wherever located;
- (10) Any other use of the Premises or activity thereon which is inconsistent with the purpose of this Agricultural Preservation Restriction or which would materially impair its conservation interests.

B. Reserved Rights and Exceptions to Otherwise Prohibited Acts and Uses

Notwithstanding Section II (A) “Prohibited Acts and Uses” above, 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 purposes of this Agricultural Preservation Restriction:

- (1) Agriculture. Conducting or permitting others to conduct sound agriculture, horticulture and animal husbandry on the Premises in accordance with generally accepted agricultural management practices, including the raising of animals, including but not limited to dairy cattle, beef cattle, poultry, sheep, swine, horses, ponies, mules, goats, bees and fur-bearing animals, for the purpose of selling such animals or a product derived from such animals in the regular course of business; or when primarily and directly used in a related manner which is incidental thereto and represents a customary and necessary use in raising such animals and preparing them or the products derived there from for market, as defined in M.G.L., Chapter 61A, §1, as amended. Also horticultural uses, the raising of fruits, vegetables, berries, nuts and other foods for human consumption, feed for animals, tobacco, flowers, sod, trees, nursery or greenhouse products, and ornamental plants and shrubs for the purpose of selling such products in the regular course of business; or when primarily and directly used in raising forest products under a program certified by a state forester to be a planned program to improve the quantity and quality of a continuous crop for the purpose of selling such products in the regular course of business; or when primarily, directly used in a related manner which is incidental thereto and represents a customary and necessary use in raising such products and preparing them for market, as defined in Massachusetts General Laws, Chapter 61A, §2, as amended;

- (2) Forestry. Conducting or permitting others to conduct sound silviculture on the Premises in accordance with generally accepted forest management practices, including, (a) removing of brush, pruning, selective *de minimus* cutting for non-commercial use and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Premises (as shown in the baseline documentation), (b) the cutting and harvesting of trees for commercial timber production, but in the case of cutting and harvesting subject to the Forest Cutting Practices Act (Massachusetts General Laws, Chapter 132) or successor statute, only if carried out in accordance with a Forest Cutting Plan pursuant to said Act prepared by a Massachusetts certified professional forester, and designed to protect the conservation values of the Premises, including, without limitation, water quality, water features, scenic views, and wildlife habitat;
- (3) Recreational Activities. Non-motorized outdoor recreational activities (including without limitation hiking, horseback riding, and cross-country skiing), provided that they do not materially alter the landscape nor degrade environmental quality, nor involve more than *de minimus* use for commercial recreational activities;
- (4) Wildlife Habitat Improvement. With the prior written permission of Grantee, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species including selective planting of native trees, shrubs and plant species;
- (5) Excavation. With notification to the Grantee, excavating of fieldstone, soil, gravel or other mineral resources or natural deposits as may be incidental to the expansion or improvement of agricultural fields, the installation, maintenance or removal of underground drainage facilities for drainage of agricultural fields and other underground facilities and structures, and as necessary to exercise any of the rights reserved pursuant to this Section II (B). All such activities to be conducted in a manner which are both consistent with good drainage and soil conservation practices and consistent with other purposes of this restriction, and all such material must remain on the Premises;
- (6) Motorized Vehicles: Use of motorized vehicles only as necessary to conduct the permitted activities such as forestry, agriculture and wildlife habitat improvement, but not including recreational activities, and provided such use is not detrimental to water quality, wetland integrity, fragile habitat, soil, wildlife, and plant conservation;
- (7) Non-native or nuisance species. The removal of non-native or invasive flora, the interplanting of native species, and the control of species in a manner that minimizes damage to surrounding non-target species and preserves water quality;
- (8) Composting. The stockpiling and composting of stumps, trees and brush limbs and similar biodegradable materials originating on the Premises, provided that such stockpiling and composting is in locations where the presence of such activities will

not have a deleterious impact on the purposes (including scenic values) of this Agricultural Preservation Restriction;

- (9) Archaeological Investigations. The conduct of archaeological activities, including without limitation survey, excavation and artifact retrieval, following submission of an archaeological field investigation plan and its approval in writing by Grantee and the State Archaeologist of the Massachusetts Historical Commission (or appropriate successor official);
- (10) Signs. The erection, maintenance and replacement of signs with respect to hunting, trespass, identity and address of the occupants, sale of the Premises, the Grantee's interest in the Premises, and the protected conservation values;
- (11) Farm Ponds, Springs, and Wells. The creation, draining, dredging, repair, maintaining or abandoning of any farm pond, spring or well for the use of such water on the Premises, and the addition, repair or removal of any courses or pipes from or protective structures of any spring or well, with the use of any machinery as may be needed for any thereof;
- (12) Utilities. The installation, maintenance, repair, replacing, removing and relocating of electric, water or other utilities reasonably necessary to support the agricultural activities permitted in Paragraph B(1), above, provided doing so does not materially impede achievement of the purposes set forth in Section I, above;
- (13) Privacy. Prohibiting or regulating access to and use of the Premises by the public, including the right to prohibit hunting, fishing and trapping, and including the right to exclude the public, but nothing herein shall be construed to eliminate or impair any pre-existing right of the public;
- (14) Permits. The exercise of any rights reserved by Grantor under this Section II (B) shall be in compliance with the then-current Zoning, the then-current 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 of whether such permit should be issued;
- (15) Residence. Within the Building Envelope, **shown as Lot 2** on the Plan, the construction, use, maintenance, repair, and replacement of a single-family residence, appurtenant structures, agricultural structures reasonably necessary for the support of the agricultural activities permitted in Paragraph B(1), above, an access drive to the residence and other structures permitted in this paragraph, and wells, utilities, and a septic system to service the residence and other structures permitted in this paragraph;
- (16) Farm Road. The maintenance, use and repair of the existing farm road as shown in Exhibit B, for the uses permitted in this Section B, as well as the construction, maintenance, use and repair of a new section of farm road to connect Blossom Road to

the existing farm road, including the removal of stone walls necessary for such construction; and

- (17) Other. Such other non-prohibited activities requested by the Grantor and expressly approved in writing by the Grantee, in its sole and exclusive discretion, which permission may only be given if the Grantee expressly finds that the activity is consistent with, and does not materially impair, the purposes or conservation values of the Premises.

C. Acts, Uses, Structures that Require Prior Approval.

All the following uses, acts or structures (hereinafter “uses” or “activities”) are allowed with the Grantee’s prior written approval. Requests for approvals and the granting thereof shall be governed by the procedures set forth in Section D of this Restriction:

- (1) the construction or placing of Temporary structures (which are defined as any structure that does not have a permanent foundation, or does not substantially alter or otherwise affect the soil profile) for agriculturally related uses (excluding housing), including related retail sales, where the need for such structures is not a result of the use of existing structures for approved non-agricultural uses or activities;
- (2) the excavation, dredging, depositing on, or removal from the Premises of loam, peat, gravel, soil, sand, rock and other mineral deposits, or natural deposits, except minor excavation for generally accepted agricultural practices is allowed and is explicitly consistent with the purpose of this Restriction;
- (3) conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises; and
- (4) The construction of a new section of farm road to provide passage from Blossom Road and/or Lot 2 as shown on the “Plan” to the existing farm road that runs through the Premises.

D. Notice and Approval

Whenever notice to or approval by Grantee is required under the provisions of Section II (B) or (C), Grantor shall notify Grantee in writing not less than 60 days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Agricultural Preservation Restriction. Where Grantee’s approval is required, the Westport Land Conservation Trust, Inc., its successor or assign, (“WLCT”) shall within thirty (30) days of receipt of Grantor’s request, notify the Town of Westport, its successor or assign, (“Town”) of WLCT’s decision. Following receipt of WLCT’s notice, the Town shall affirm or reverse the decision of WLCT within thirty (30) days of receipt of WLCT’s decision. The Town’s decision, if issued, shall be final and controlling as to Grantee. In the event that no decision is received from the

Town within said thirty (30) days, WLCT shall proceed to issue its decision to Grantor within sixty (60) days of receipt of Grantor's request. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not materially impair the purposes of this Agricultural Preservation Restriction. Failure of either Grantee to respond in writing within 60 days shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after 60 days in the notice.

III. AFFIRMATIVE DUTY

A. Active Agricultural/Horticultural Use and Activity

The Grantor agrees that it shall have a continuing affirmative duty to exercise such due diligence, care and commitment as is required or as is appropriate to retain the Premises in active agricultural use and activity, to maintain each of the fields existing at the time of this grant as open and productive fields, and to maintain at a minimum a level of agriculture use of the Premises that would qualify the Premises for enrollment in the Chapter 61(a) program, so-called, and as defined in Massachusetts General Laws Chapter 61A.

B. Maintaining Suitability of Agricultural Lands for Agriculture

The Grantor agrees that it shall also have a continuing affirmative duty to maintain the Premises in such a manner that it is ready and suitable for the conduct of present and future active agricultural/horticultural use and activity (e.g., periodic mowing of farm fields and preventing succession to woody vegetation), notwithstanding any suspension or discontinuance as described in the preceding Section III (A).

IV. LEGAL REMEDIES OF THE GRANTEE

A. Legal and Injunctive Relief

The rights hereby granted shall include the right to enforce this Agricultural Preservation 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 Agricultural Preservation 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 Agricultural Preservation Restriction.

Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Agricultural Preservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Agricultural Preservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred. In the event of a dispute over the

boundaries of the Agricultural Preservation Restriction, Grantor shall pay for a survey and to have the boundaries permanently marked.

B. Non-Waiver

Enforcement of the terms of this Agricultural Preservation 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 Agricultural Preservation 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 Agricultural Preservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises, as it may exist either before or after the grant of the restriction, including compliance with hazardous materials or other environmental laws and regulations.

D. Acts Beyond the Grantor's Control

Nothing contained in this Agricultural Preservation 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. The parties to this Agricultural Preservation Restriction agree that in the event of damage to the Premises from acts beyond the Grantor's control, that if it is desirable and feasible to restore the Premises, the parties will cooperate in attempting to do so.

V. ACCESS

This Agricultural Preservation Restriction does not grant to the Grantee, to the public, or to any other person or entity any right to enter upon the Premises, except as follows:

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 Agricultural Preservation 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.

VI. EXTINGUISHMENT

A. Court Proceedings and Proceeds

If circumstances arise in the future such as render the purpose of this Agricultural Preservation Restriction impossible to accomplish, this Agricultural Preservation Restriction can

be terminated or extinguished, whether in whole or in part, solely by judicial proceedings in a court of competent jurisdiction under applicable law. If any change in conditions ever gives rise to extinguishment or other release of this Agricultural Preservation Restriction under applicable law, then the Grantee, on a subsequent sale, exchange or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Section V (B) below, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds. The Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth herein.

B. Grantee's Receipt of Property Right

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

C. Grantor/Grantee Cooperation Regarding Public Action

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and 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 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. If 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 in a manner consistent with the conservation purposes of this Agricultural Preservation Restriction.

VII. ASSIGNABILITY

A. Running of the Burden

The burdens of this Agricultural Preservation 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 Agricultural Preservation Restriction; the Grantor, on behalf of itself and its successors and assigns, appoint the Grantee its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit

The benefits of this Agricultural Preservation 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 Agricultural Preservation 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 Agricultural Preservation Restriction under Section 32 of Massachusetts General Laws, Chapter 184, if applicable. Any assignment will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VIII. SUBSEQUENT TRANSFERS

The Grantor agrees to incorporate by reference the terms of this Agricultural Preservation Restriction in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee within 20 days of such transfer. The Grantee agrees to notify the Massachusetts Department of Agricultural Resources when such a transfer occurs. Failure to do so shall not impair the validity or enforceability of this Agricultural Preservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

The Grantor shall be liable only for violations occurring during its ownership, or for any transfer, if in violation. Liability for any acts or omission occurring prior to any transfer and liability for a transfer if in violation of this Agricultural Preservation 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.

IX. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within twenty (20) days, execute and deliver to the Grantor any reasonable and customary document, including an estoppel certificate, which certifies the Grantor's compliance with any obligation of the Grantor contained in this Agricultural Preservation Restriction. Grantor agrees to bear any cost involved in producing an estoppel certificate or any customary document.

X. NON-MERGER

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

XI. AMENDMENT

If circumstances arise under which an amendment to or modification of this Agricultural Preservation Restriction would be appropriate, Grantor and Grantee may jointly amend this

Agricultural Preservation Restriction; provided, however, that no amendment shall be allowed that will affect the qualification of this Agricultural Preservation 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 M.G.L. Chapter 184, or successor statutes. Any amendments to this Agricultural Preservation Restriction shall occur only in exceptional circumstances. The holder will consider amendments only to correct an error or oversight, to clarify an ambiguity, and in circumstances where in granting an amendment 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 Agricultural Preservation Restriction, shall not affect its perpetual duration, shall be approved by the Commissioner of the MA Department of Agricultural Resources and shall comply with the provisions of Article 97 of the Amendments to the Massachusetts Constitution.

XII. RECORDATION

The Grantee shall record this instrument in timely fashion in the Bristol County (South) Registry of Deeds.

XIII. EFFECTIVE DATE

This Agricultural Preservation Restriction shall be effective as a statutory restriction when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Massachusetts General Laws, Chapter 184 have been obtained, and it has been recorded in the Bristol County (South) Registry of Deeds.

XIV. 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: Westport Land Conservation Trust, Inc.
PO Box 3975
Westport, MA 02790

To Grantee: Town of Westport Conservation Commission
856 Main Road
Westport, MA 02790

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.

XVI. GENERAL PROVISIONS

A. Controlling Law

The interpretation and performance of this Agricultural Preservation 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 Agricultural Preservation Restriction shall be liberally construed in favor of the grant to affect the purpose of this Agricultural Preservation 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 Agricultural Preservation 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 Agricultural Preservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provision of this Agricultural Preservation Restriction shall not be affected thereby.

D. Costs and Expenses

The Grantor and its heirs, devisees, legal representatives, successors and assigns shall retain all of the responsibilities, liabilities and costs related to the ownership, upkeep and maintenance of the Premises, including payment of all real estate taxes, and no Grantee shall assume or incur any thereof.

E. Entire Agreement

This instrument sets forth the entire agreement of the parties with respect to this Agricultural Preservation Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Agricultural Preservation Restriction, all of which are merged herein.

XVII. MISCELLANEOUS

Approval of this Agricultural Preservation Restriction pursuant to Massachusetts General Laws, Chapter 184, Section 32 by any municipal officials and by the Commissioner of Agricultural Resources 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 Agricultural Preservation Restriction.

IN WITNESS WHEREOF, the said Westport Land Conservation Trust, Inc. has caused these presents to be signed and acknowledged on this ____ day of _____, 2018.

Ross Moran, duly authorized
Executive Director

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss. _____, 2018

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared Ross Moran, proved to me through satisfactory evidence of identification, which was _____, 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:

ACCEPTANCE BY TOWN OF WESTPORT CONSERVATION COMMISSION

We, the undersigned, being a majority of the Conservation Commission of the Town of Westport, Massachusetts, hereby certify that at a public meeting duly held on _____, 201_, the Conservation Commission voted to approve and accept the foregoing Conservation Restriction from the Westport Land Conservation Trust, Inc. pursuant to Massachusetts General Laws, Chapter 184, Section 32 and Chapter 40, Section 8(c).

WESTPORT CONSERVATION COMMISSION

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss. _____, 2018

Then personally appeared the above-named _____, _____, _____, _____, _____, _____, _____, and _____ and proved to me through satisfactory evidence, which was (personal knowledge of identity) (a current driver's license) (a current U.S. passport), to be the people whose names are signed on the foregoing document and acknowledged that they voluntarily signed it for its stated purpose.

Notary Public
My commission expires:

APPROVAL OF WESTPORT BOARD OF SELECTMEN

We, the undersigned, being a majority of the Board of Selectmen of the Town of Westport, Bristol County, Massachusetts, hereby certify that at a meeting duly held on _____, 201_, the Board of Selectmen voted to approve the foregoing Agricultural Preservation Restriction to the Westport Conservation Commission., pursuant to Section 32 of Chapter 184 of the General Laws of Massachusetts.

Selectboard

THE COMMONWEALTH OF MASSACHUSETTS

Bristol, ss:

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared _____

_____, proved to me through satisfactory evidence of identification to be the persons whose names are signed above, viz., personal knowledge, and acknowledged to me that they signed it voluntarily for its stated purpose as the Selectboard for the Town of Sunderland.

Notary Public
My commission expires _____.

**APPROVAL OF COMMISSIONER OF THE DEPARTMENT OF AGRICULTURAL
RESOURCES
THE COMMONWEALTH OF MASSACHUSETTS**

I, John Lebeaux, in my capacity as Commissioner of the Department of Agricultural Resources of the Commonwealth of Massachusetts, in accordance with the requirements of Massachusetts General Law, Chapter 184, Section 32, hereby certify that a certain Agricultural Preservation Restriction granted by Westport Land Conservation Trust, Inc. to the Westport Conservation Commission, said restriction being with respect to a certain parcel of land located in Westport, Massachusetts, as described therein, is in the public interest and is therefore approved. Said determination and approval is for the purposes of Chapter 184, Section 32 only, and I have made no determination that the Agricultural Preservation Restriction, or any terms or provisions thereof, are or would be acceptable under Chapter 20, Sections 23-26 of the Massachusetts General Laws.

Dated: _____, 2018

John Lebeaux, Commissioner
Department of Agricultural Resources

THE COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss:

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared John Lebeaux, Commissioner of the Massachusetts Department of Agricultural Resources, who proved to me through satisfactory evidence of identification to be the person whose name is signed above, viz., personal knowledge, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My commission expires _____.