

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (this "Agreement") is entered into on this 31<sup>st</sup> day of August, 2021, by and among the **Town of Whately** (the "Town"), a Massachusetts municipal corporation, having an address of 4 Sandy Lane, South Deerfield, Massachusetts 01373 and **Quonquont Farm LLC** ("Quonquont"), a Massachusetts limited liability company, having an address of 9 North Street, Whately, Massachusetts 01373.

### Recitals

Whereas, Quonquont is the owner of a tract of real property located in Whately, Franklin County, Massachusetts, described in a deed, dated September 25, 2000, recorded with the Franklin County Registry of Deeds in Book 3677, Page 334 and a Confirmatory Deed, variously dated, recorded with said Registry in Book 7829, Page 336 (the "Quonquont Parcel");

Whereas, the Town has requested that Quonquont convey an easement to install a pumping station on a portion of the Quonquont Parcel, shown on a plan entitled "Proposed Pump Station Easement Located in Whately, Massachusetts (Franklin County) Prepared for the Town of Whately," dated August 24, 2021, prepared by The Berkshire Design Group, Inc., a copy of which is attached hereto as Exhibit A and incorporated herein (the "Easement Premises");

Whereas, Quonquont has agreed to grant the Town a perpetual, permanent, exclusive easement, in gross, on, over, under and upon the Easement Premises for a pumping station, access thereto, and the installation of utilities; and

Whereas, the Town and Quonquont desire to enter into this Memorandum of Agreement setting forth the parties' understanding relative to the grant of the easement upon the Easement Premises.

Now, Therefore, for consideration of One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### Agreement

1. Quonquont will convey a perpetual, permanent, exclusive easement, in gross, on, over, under and upon the Easement Premises to the Town for consideration of One Dollar (\$1.00) for the purpose of installing, maintaining, repairing and replacing a pumping station, access thereto and for utilities.
2. The pumping station shall not exceed twenty (20') feet in height, and shall be constructed substantially in accordance with the Architectural Renderings attached hereto as Exhibit B.

3. Use of the Easement Premises shall be commercially reasonable and, except for those rights granted in an Easement Agreement with Covenants, Conditions and Restrictions from Quonquont to the Town (the "Easement Agreement"), shall not unreasonably interfere with the use by Quonquont of the Quonquont Parcel.
4. The Easement Premises shall be used in accordance with the terms and conditions of any and all permits and approvals granted for the pumping station, including, but not limited to, any special permit issued by the Whately Zoning Board of Appeals.
5. The Town and Quonquont shall exercise due diligence, and act in good faith, to finalize and record the Easement Agreement within ten (10) days of the date of this Agreement.
6. Quonquont expressly permits the Town to apply for, submit documentation in support of, and obtain a special permit from the Whately Zoning Board of Appeals for the pumping station and related appurtenances.
7. This Agreement shall bind the Town and Quonquont, their successors and assigns, and is enforceable by the parties hereto.

[Remainder of Page Intentionally Blank; Signature Page Follows]

Signed by the parties under seal as of this 31<sup>st</sup> day of August, 2021.

TOWN OF WHATELY,

By: 

Brian Domina, Town Administrator

QUONQUONT FARM LLC

By: 

Ann E. Barker, Manager