

HEARINGS, MEETINGS, LICENSES
11-1-10

Change of MANAGE
for LIQUOR LICENSE

CRANBERRY CAPITAL
OF THE WORLD



Phone: 508-948-2405
Fax: 508-948-0058

Town of Middleborough
Massachusetts

BOARD OF SELECTMEN

Marsha L. Brunelle
Adam M. Bond
Patrick B. Rogers
Wayne C. Perkins
Steven P. Spataro

APPLICATION FOR LICENSE
(PLEASE TYPE OR PRINT CLEARLY)

DATE 9/22/2010

NAME OF APPLICANT Richard Anderson

ADDRESS OF APPLICANT 3 Beach Ave, Middleboro, MA 01902

ASSESSORS MAP & LOT _____

NAME OF BUSINESS Mitchell Memorial Club, Inc

OWNER OF PROPERTY TO BE LICENSED DEAME

ADDRESS OF PROPERTY TO BE LICENSED 29 Elm St

ASSESSORS MAP & LOT Map 50E Lot 2618

TYPE OF LICENSE REQUESTED (Check One)

- 2nd Hand Furniture _____
- 2nd Hand Clothing _____
- Class I License _____
- Class II License _____
- Class III License _____
- Liquor License X
- Common Victualer _____
- Other _____

Anticipated Start Date for Business _____

Hours requested: _____

Has the Applicant previously held a similar license in the Town of Middleborough or elsewhere? If yes, explain:

Change of manager

Signature [Signature] Secretary, Inc

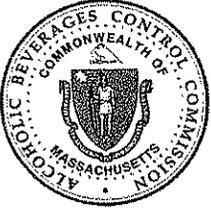
DATE OF HEARING 11-1-10 APPROVED/DENIED

Do not write below line: To be Completed by Treasurer/Collector: _____

Please inform this department, as well as the Board of Selectmen, as to whether or not the above listed property owner/applicant/petitioner owes the Town of Middleborough any outstanding taxes and/or municipal charges that remain unpaid for more than one year.

Does Property Owner/Applicant/Petitioner owe Taxes/Municipal Charges? NO

[Signature]



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 239 Causeway Street
 Boston, MA 02114
www.mass.gov/abcc

Print Form

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM**

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

REVENUE CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA: \$200.00

IF USED EPAY, CONFIRMATION NUMBER:

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY):

LICENSEE NAME:

ADDRESS:

CITY/TOWN:

STATE MA

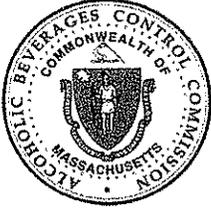
ZIP CODE

TRANSACTION TYPE (Please check all relevant transactions):

- | | | | |
|---|--|---|---|
| <input type="checkbox"/> New License | <input type="checkbox"/> New Officer/Director | <input type="checkbox"/> Pledge of License | <input type="checkbox"/> Change Corporate Name |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Pledge of Stock | <input type="checkbox"/> Seasonal to Annual |
| <input checked="" type="checkbox"/> Change of Manager | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Transfer of Stock | <input type="checkbox"/> Change of License Type |
| <input type="checkbox"/> Cordials/Liqueurs Permit | <input type="checkbox"/> New Stockholder | <input type="checkbox"/> Issuance of Stock | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> 6-Day to 7-Day License | <input type="checkbox"/> Management/Operating Agreement | <input type="checkbox"/> Wine & Malt to All Alcohol | |

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL FORM ALONG WITH THE CHECK, COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

**BANK OF AMERICA
 P. O. BOX 3396
 BOSTON, MA 02241-3396**



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

Personal Information Form

Each individual listed in §10 of this application must complete this form.

1. Licensee Information:

Legal Name of Licensee:	Mitchell Memorial Club, Inc	Business Name (d/b/a)			
Address:	29 Elm St	ABCC License Number: (If existing licensee)	070000016		
City/Town	Middleboro	State	MA	Zip Code	02346
Phone Number of Premise	508-947-4070	EIN of License:	04-2310669		

2. Personal Information:

Individual Name	Richard Andrews	Home Phone Number:			
Address:					
City/Town	Lakeville	State	MA	Zip Code	02347
Social Security Number		Date of Birth			
Place of Employment	Mitchell Memorial club, Inc				

Have you ever been convicted of a state, federal or military crime? Yes No
If yes, attach an affidavit as to all charges and disposition.

3. Financial Interest:

Provide a detailed description of your direct or indirect, beneficial or financial interest in this license.

NONE

IMPORTANT ATTACHMENTS: For all cash contributions, attach last 3 months of bank statements for the source(s) of this cash.
If additional space is needed, please use the last page

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Signature		Date	10/10/2010
Title	Secretary, Mitchell Memorial Club Inc	(If Corporation/LLC Representative)	



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 239 Causeway Street
 Boston, MA 02114
www.mass.gov/abcc

Manager Application

All proposed managers are required to complete a Personal Information Form, and attach a copy of the corporate vote authorizing this action and appointing a manager.

1. Licensee Information:

Legal Name of Licensee: Business Name (d/b/a)

Address:

City/Town State Zip Code

ABCC License Number: (If existing licensee) Phone Number of Premise

2. Manager Information:

Name: Cell Phone Number:

Are you a U.S. Citizen: Yes No Court and Date of Naturalization:
 (Submit proof of citizenship and/or naturalization such as Voter's Certificate, Birth Certificate or Naturalization Papers)

List the number of hours per week you will spend on the licensed premises:

Have you ever been charged or convicted of a state, federal or military crime? Yes No
 If yes, attach an affidavit as to all charges and disposition.

Do you now, or have you ever, held any direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages? Yes No
 If yes, please describe:

Have you ever been the Manager of Record of a license to sell alcoholic beverages that has been suspended, revoked or cancelled? Yes No
 If yes, please describe:

If additional space is needed, please use the last page

Please list your employment for the past ten years (Dates, Position, Employer, Address and Telephone):

If additional space is needed, please use the last page

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Signature

Date

Additional Space

Please note which question you are using this space for.

Manager information employment past ten years:

1994 to 2007 Inventory Control, Courier Stoughton Inc, Shuman Ave, Stoughton, MA 978-251-6600

2000 to 2002 Evening Bartender, Mitchell Memorial Club Inc, 29 Elm St, Middleboro, MA 02346

Mitchell Memorial Club, Inc.

29 Elm Street
Middleboro, MA, 02346

September 19, 2010

To: Alcoholic Beverage Controls Commission

Via: Town of Middleboro Selectmen

On September 19, 2010 the board of directors of the Mitchell Memorial Club, Inc voted to authorize Richard Andrews, Club Steward, as manager. This is also requested to be reflected on the clubs liquor license.

Regards,



Scott G. Albert

Secretary

Mitchell Memorial Club

COPY

CONSERVATION RESTRICTION

I, James F. Webb, of 655 Doss Thweat Road, Smithville, TN 37166, being the sole owner, for my successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, hereby grant to the town of Middleborough acting by and through its conservation commission, pursuant to Massachusetts General Laws Chapter 40 section 8C, its permitted successors and assigns ("Grantee"), in perpetuity and exclusively for conservation purposes, the following Conservation Restriction on a parcel of land located in the Town of Middleborough, Massachusetts constituting approximately a 47.49 acre portion of a 52.25 acre parcel ("Premises"), and more particularly described in *Exhibit A*, the Baseline Documentation Report & Survey (*Exhibit B*) and as shown on the plan entitled "Conservation Restriction Plan of Land On Purchase Street in Middleborough, Massachusetts" which plan is dated July 13, 2009, revised November 30, 2009. and is recorded at the Plymouth County Registry of Deeds herewith, a reduced copy of which is attached hereto as Exhibit "C". For Grantor's title see the deed from Irene F. White to James F. Webb dated November 25, 1995 and recorded at the Plymouth County Registry of Deeds in Book 14017, Page 107.

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 as set forth in the baseline documentation report in perpetuity and 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 and preservation values.

- A. **Wildlife & Habitat Protection.** Conservation of the Premises will protect habitat used by a variety of wildlife including, but not limited to the "Eastern Box Turtle" (*Terrapene carolina*) which, at the time of recording of this Conservation Restriction, is protected under the Massachusetts Endangered Species Act (M.G.L. c. 131A) and its implementing regulations (321 CMR 10.00) (hereinafter "MESA");
- B. **Nearby Natural Areas.** The Premises provide upland forest and wetland habitat for native wildlife and plant species and communities, including many species of native plants, lichens, mammals, birds, reptiles, amphibians, and invertebrates. The preservation of the forest and wetland resources on the Premises will protect these habitats."
- C. **Scenic Landscape Preservation.** The Premises comprise part of a scenic landscape associated with a natural, undisturbed environment. The open space conservation land protected under this Conservation Restriction is an important public resource. The preservation of the approximately 47 -acre Premises, by prohibiting significant

alterations to the natural character thereof, will further protect and enhance the area's scenic and open space attributes and the recreational, human enjoyment, and ecological value of the hundreds of acres of conservation land and open space.

- D. **Water Quality Protection.** Preserving the natural, undisturbed environment will provide for groundwater recharge and protect wetland resource areas.
- E. **Furtherance of Government Policy.** Protection of the Premises furthers the Town of Middleborough 2008 Open Space and Recreation Plan including preservation of landscape character, protection of water resources, wetlands protection, all as set forth in Section 4 of the Plan. The premises are part of the bio-map core habitat and supporting natural landscape as set forth in said plan.

These conservation values of the Premises and public benefits of this Conservation Restriction are described in more detail in the Baseline Documentation Report & Survey (*Exhibit B*) to be kept on file at the office of the Grantee and incorporated herein by this reference. Grantor and Grantee agree that this Baseline Documentation Report & Survey provides an accurate representation of the condition and the objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein.

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 neither perform nor allow others to perform the following acts and uses which are 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 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;
5. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, or archaeological conservation;

6. No snowmobiles, motorcycles, mopeds, all-terrain vehicles, bicycles, trail bikes, or any other motorized or non-motorized vehicles of any kind shall be used, parked, stored, maintained, operated or otherwise allowed on the Premises except for vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) in carrying out their lawful duties;
7. The disruption, removal, or destruction of the stone walls or granite fence posts on the Premises;
8. 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 or the conveyance of any individual lot as shown on the plan which shall be permitted), and no portion of the Premises may be used towards further building or development requirements on this or any other parcel.
9. The use of the Premises for more than a *de minimus* commercial recreation, business or industrial use of the Premises.

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 unless necessary for the protection of the conservation interests that are the subject of this Conservation Restriction;

B. RESERVED RIGHTS AND EXCEPTIONS TO OTHERWISE PROHIBITED ACTS AND USES

Notwithstanding paragraph B 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 purpose of this Conservation Restriction or other significant conservation interests:

1. Recreational Activities. Hiking, horseback riding, cross-country skiing and other non-motorized outdoor recreational activities that do not materially alter the landscape, do not degrade environmental quality, or do not involve more than *de minimis* use for commercial recreational activities;
2. Woodland & Vegetation Management. With the prior written permission of the Grantee and Massachusetts Division of Fisheries and Wildlife acting through the Natural Heritage and Endangered Species Program (hereinafter "the Division") and in accordance with generally accepted forest management practices, removing of brush, selective *de minimis* pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Premises as documented in the Baseline Report, including vistas, woods roads, fence lines and trails and meadows;
3. Non-native flora. With the written permission of the Grantee and Division, the removal of non-native or invasive flora and interplanting of indigenous species;
4. 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 Restriction;
5. Wildlife Habitat Management. With the written permission of the Grantee and Division, measures designed to restore, maintain, enhance or otherwise manage biotic communities

and/or habitats for native species, rare species, and/or species listed pursuant to the MA Endangered Species Act (MGL c131A) and implementing regulations (321 CMR 10.00) that can include, but is not limited to, selective planting or removal of native vegetation, forestry, modification of soils, and prescribed burning of vegetation;

6. Creation of New Trails. With the written permission of the Grantee and Division, creation of new passive recreation trails;
7. Signs. The erection, maintenance and replacement of signs with respect to hunting, trespass, trail access, identity and address of the occupants, sale of the Premises, the Grantee's interest in the Premises, and the protected conservation values provided such signs do not specifically reference species on the MA Endangered Species Act (MGL c131A) and its implementing regulations (321 CMR 10.00) by scientific or common name or provide the actual location of said species. Signs may use generalized terms such as "Sensitive Ecological Community," "wildlife habitat", "rare animal habitat" or other generalized terms.
8. Hunting, Trapping and Fishing: Hunting, trapping and fishing are permitted on the premises subject to all applicable laws, bylaws, regulations and authorities;
9. All other activities permitted by the Division, in a letter dated [insert date] attached as Exhibit D and in the Order of Conditions issued by the Middleborough Conservation Commission attached as Exhibit E;

The exercise of any right reserved by Grantor under this Paragraph B shall be in compliance with the then-current Zoning, the Wetlands Protection Act, the MA Endangered Species Act (MGL c131A), 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.

C. NOTICE AND APPROVAL.

Whenever notice to or approval by Grantee and/or Division is required under the provisions of paragraphs A or B, Grantor shall notify Grantee and/or Division 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, MA Endangered Species Act Tracking Number and/or Conservation and Management Permit number (if applicable), and any other material aspect of the proposed activity in sufficient detail to permit the Grantee and/or Division to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where Grantee and/or Division's approval is required, Grantee and/or Division shall grant or withhold approval in writing within 60 days of receipt of Grantor's request. Said 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 Grantee and/or Division to respond in writing within 60 days shall be deemed to constitute approval by Grantee and/or Division 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. LEGAL REMEDIES OF THE GRANTEE AND DIVISION

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 may 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 shall attempt to resolve issues concerning violations through negotiations with Grantor prior to resorting to legal means. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor, or his successors and assigns, shall pay for a survey and permanent monumentation of the boundaries.

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 Grantor or determined by a court of competent jurisdiction to have occurred.

This Conservation Restriction shall also be enforceable by the Commonwealth of Massachusetts acting through the Division. If the Division in its sole discretion determines that Grantee is not taking satisfactory action to monitor and/or enforce this Conservation Restriction, the Division shall give written notice to Grantee of said unsatisfactory monitoring and/or enforcement and the reasons therefore, and Grantee shall have 30 days in which to take action satisfactory to the Division to monitor and enforce this Conservation Restriction. If the Division in its sole discretion subsequently determines that the Grantee has failed to take satisfactory action within said 30-day period following written notice from the Division, the Division may in its sole discretion monitor and undertake whatever actions, including appropriate legal proceedings which include obtaining injunctive and other equitable relief, that the Division determines are reasonably necessary or appropriate to effect such corrections of any violations and/or to otherwise enforce the terms and provisions of this Conservation Restriction as provided herein.

If the Division in its sole discretion determines that immediate legal or other action is necessary to protect the Premises against injury or harm, the Division may waive this notice and 30-day Grantee response time period and take whatever legal and other action the Division deems as necessary or appropriate to protect the resources on the Premises.

Grantor covenants and agrees to reimburse to Division 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 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 not caused by the grantee or its agents pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts which are not caused by the Grantee or anyone acting under the direction of the Grantee.

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. The parties to this Conservation Restriction agree that in the event of damage to the Premises from acts beyond the Grantor's control, that if it is desirable that the Premises be restored, the parties will cooperate in attempting to restore the Premises if feasible.

IV. ACCESS

This Conservation 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 herewith, of enforcing this Conservation Restriction. The Grantor also grants to the Grantee, after 30 days 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 have a survey of boundary lines conducted at the Grantee's expense. This Conservation Restriction in no way limits, amends or alters the legal authority of the Division to access the property of the Grantor, its successors and assigns.

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. 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. 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 donation 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, determined at the time of the gift, bears to the value of the unrestricted property at that 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 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. 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 himself and his successors and assigns, appoint the Grantee their attorney-in-fact to execute, acknowledge and deliver any such instruments on her behalf. Without limiting the foregoing, the Grantor and his successors and assigns agree themselves 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.

VII. SUBSEQUENT TRANSFERS

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which he divests himself 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. Failure to do so shall not impair the validity or enforceability of this Conservation Restriction.

The Grantor shall be liable to only for violations occurring during or his or her ownership, or for any transfer, if in violation. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this CR 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 intent 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 ensure that merger does not occur. If it is determined that a transfer or assignment of any interest will result in a merger, no deed shall be effective until this Conservation Restriction has been assigned or other action taken to avoid a merger and preserve the terms and enforceability of this Conservation Restriction. It is the intent of the parties that the Premises will be subject to the terms of this Conservation Restriction in perpetuity, notwithstanding any merger.

X. AMENDMENT

If circumstances arise under which an amendment to or modification of this Conservation Restriction may 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 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 Conservation Restriction, shall not

affect its perpetual duration, shall be approved by the Secretary of Environmental Affairs and if applicable, shall comply with the provisions of Article 97 of the Amendments to the Massachusetts Constitution. Any amendment shall be recorded in the Plymouth County 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 the Plymouth County Registry of Deeds.

XII. RECORDATION

The Grantee shall record this instrument in timely fashion in the Plymouth County Registry of Deeds.

XIII. 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: James F. Webb
655 Doss Thweet Road
Smithville, TN 37166

To Grantee: Town of Middleborough
Conservation Commission
Town Hall Annex
20 Center Street, 2nd Floor
Middleborough, MA 02346

To the Division: Natural Heritage Endangered Species Program
Mass. Division of Fisheries & Wildlife
North Drive, Route 135
Westborough, MA 01581

or to such other address as any of the above parties from time to time shall designate by written notice to each other.

XIV. 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 effect 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.

XIV. MISCELLANEOUS

A. 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 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.

B. SUBORDINATION OF MORTGAGE: The Grantor shall record at the appropriate Plymouth County Registry of Deeds simultaneously with this Conservation Restriction all documents necessary to subordinate any mortgage, promissory note, loan, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Property.

XV. ATTACHMENTS

- Exhibit A Description of Premises
- Exhibit B Baseline Documentation Report
- Exhibit C "Conservation Restriction Plan of Land On Purchase Street in Middleborough, Massachusetts" which plan is dated July 13, 2009 revised November 30, 2009
- Exhibit D Division letter dated April 5, 2010.
- Exhibit E Orders of Conditions, DEP #SE 220-1050

GRANTING OF CONSERVATION RESTRICTION

WITNESS my hand and seal this 22nd day of September, 2010

James F. Webb
James F. Webb

STATE OF TENNESSEE

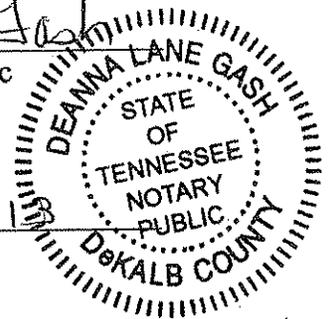
DeKalb County, ss. September 22nd, 2010

On this day before me, the undersigned notary public, personally appeared James F. Webb, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, 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.

Deanna L. Gash
Notary Public

SEAL

My Commission Expires: 8/31/13



ACCEPTANCE OF GRANT

The above Conservation Restriction was accepted by the Town of Middleborough Conservation Commission this 7th day of October, 2010.

By: Tom Deuzen

By: Dick J

By: [Signature]

By: Tom Ball

By: Steven Ventresca

By: _____

By: _____

COMMONWEALTH OF MASSACHUSETTS

On this 7th day of October, 2010, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification which was _____ to be the person(s) whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as a member of the Conservation Commission.

SEAL

Notary Public

My commission expires: _____

APPROVAL OF BOARD OF SELECTMEN

We, the undersigned, being a majority of the Board of Selectmen of the Town of Middleborough, Plymouth County, Massachusetts, hereby certify that at a meeting duly held on _____, 2010, the Board of Selectmen voted to approve the foregoing Conservation Restriction to the Town of Middleborough pursuant to Section 32 of Chapter 184 of the General Laws of Massachusetts.

Board of Selectmen

COMMONWEALTH OF MASSACHUSETTS

On this _____ day of _____, 2010, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification which was _____ to be the person(s) whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as a member of the Board of Selectmen..

SEAL

Notary Public

My commission expires: _____

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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 to the Town of Middleborough has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: _____, 2010

Ian A. Bowles
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS
Middlesex, ss:

On this _____ day of _____, 2010, before me, the undersigned notary public, personally appeared Ian A. Bowles proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Secretary of Energy and Environmental Affairs for the Commonwealth of Massachusetts.

SEAL

Notary Public

My commission expires: _____

ACKNOWLEDGEMENT BY THE MA DIVISION OF FISHERIES AND WILDLIFE

This grant of Conservation Restriction set forth above to the Town of Middleborough acting through its Conservation Commission by James F. Webb is acknowledged this _____ day of _____, 2010. The MA Division of Fisheries and Wildlife (DFW) acknowledges the reserved rights and obligations of the Division set forth herein.

Wayne MacCallum, Director or Jack Buckley

Date: _____

COMMONWEALTH OF MASSACHUSETTS

On this _____ day of _____, 2010, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was personally known 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 as _____ of the Commonwealth of Massachusetts Division of Fisheries and Wildlife.

SEAL

Notary Public

My commission expires: _____

Exhibit A – Description of Premises

The land of the Grantor in Middleborough, Plymouth County, Massachusetts is shown as Lot -1, Lot-2, Lot-3 and Lot-4 on a plan of land entitled "Plan of Land On Purchase Street in Middleborough, Massachusetts" which plan is dated October 2, 2007 and is recorded at the Plymouth County Registry of Deeds in Plan Book 53 Page 1187.

The portion of the land of the Grantor that is subject to this restriction is shown on the plan attached hereto as Exhibit "C" as "Conservation Restriction Area (TYP.)" and consists of 47.49 acres of the entire 52.25 acre parcel.

For Grantor's title see the deed from Irene F. White to James F. Webb dated November 25, 1995 and recorded at the Plymouth County Registry of Deeds in Book 14017, Page 107.

Exhibit B

Attach copy of the Baseline Documentation Report & Survey

Exhibit C

Attach copy of the plan entitled "Conservation Restriction Plan of Land On Purchase Street in Middleborough, Massachusetts"

