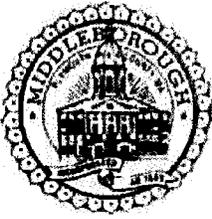


HEARINGS, MEETINGS, LICENSES

7-15-13

Town of Middleborough

Information Technology Department



Town Hall
10 Nickerson Avenue
Middleborough, MA 02346

Telephone: 508-946-2435

Fax: 508-946-6060

June 19, 2013

Board of Selectmen
Town of Middleborough
10 Nickerson Avenue
Middleborough, MA 02346

Dear Honorable Board Members:

Enclosed please find a copy of the proposed Town of Middleborough's Public Wi-Fi Internet Service Agreement. The intent of the agreement is to inform the public about the Acceptable Use of Middleborough's Wi-Fi Internet Service. Public access is provided at the Town Hall and the Council On Aging. Once the Selectmen have approved the adoption of this agreement, the Information Technology Department will activate the Wi-Fi. In order for a person to access the Internet utilizing the Wi-Fi, they must accept the terms and conditions found in the agreement. This Agreement has been reviewed by Counsel. We look forward for your input and adoption of the proposed Town of Middleborough's Public Wi-Fi Internet Service Agreement.

If you have any questions or concerns, please do not hesitate to contact the Information Technology Department.

Thank you.

Sincerely,

Ellen Driscoll,
Technology Systems Administrator

cc: Charles Cristello,
Town Manager

Town of Middleborough's Public Wi-Fi Internet Service Agreement

By using the Town of Middleborough's Public Wi-Fi Internet Service, you agree to be bound by the following terms and conditions which are a binding agreement between you and the Town of Middleborough. Your violation of this Policy may result in the suspension or termination of your access to the Service and/or other actions including but not limited to cooperation with legal authorities and/or third parties involved in the investigation of any suspected or alleged crime or civil wrongdoing.

Acceptable Use

You may use the service and technology provided to you by the Town of Middleborough for the sole purpose of accessing the Internet and certain online Town services. The Town of Middleborough will give you an IP address each time you access the Middleborough Public WiFi and it may change. You may not use the Middleborough Public WiFi for any other reason, including reselling any aspect of the Public WiFi service. Other examples of improper activities include, without limitation:

- Modifying, adapting, translating, or reverse engineering any portion of the Middleborough Public WiFi network
- Attempting to break security, access, tamper with or use any unauthorized areas of the Middleborough Public WiFi
- Attempting to collect or maintain any information about other users of the Middleborough Public WiFi (including usernames and/or email addresses) or other third parties for unauthorized purposes
- Creating or transmitting unwanted electronic communications such as "spam," or bulk commercial messages to other users or otherwise interfering with other user's enjoyment of the service
- Engaging in any activity that infringes or misappropriates the intellectual property, privacy or other proprietary rights of others, including patents, copyrights, trademarks, service marks, trade secrets, or any other proprietary right of any third party, or that is defamatory, objectionable, unlawful or promotes or encourages illegal activity
- The transfer of technology, software, or other materials in violation of applicable export laws and regulations, including but not limited to the U.S. Export Administration Regulations and Executive Orders
- Distribution and/or proliferation of any Internet viruses, worms, ping, flooding, mail bombing, denial of service attacks, defects, Trojan horses or other items of a destructive nature
- Accessing illegally or without authorization computers, accounts, equipment or networks belonging to another party, or attempting to penetrate security measures of another system. This includes any activity that may be used as a precursor to an attempted system penetration, including but not limited to port scans, stealth scans or other information gathering activity; or
- Using Middleborough Public WiFi for any unlawful, harassing, abusive, criminal or fraudulent purpose.

The Town of Middleborough has the right to monitor, intercept and disclose any transmissions over or using our facilities, services or product, and to provide user information, or use records, and other related information under certain circumstances, including in response to lawful process orders, subpoenas, or warrants, or to protect the Town's rights, users, or property.

Changes In Terms of Service Public WiFi; Termination

We may modify or terminate the Middleborough Public WiFi service and these Terms of Service and any accompanying policies, for any reason, and without notice, including the right to terminate the service with or without notice. Please review the Town of Middleborough Terms of Service from time to time so that you will be apprised of any changes. Upon any such termination, any and all rights granted by the Town of Middleborough to you shall terminate.

Privacy

You understand and agree that the Town of Middleborough may access, preserve, and disclose your personal information if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to comply with legal process or protect the rights and property of the Town of Middleborough or the public.

Your Responsibilities

You understand that Middleborough Public WiFi, which utilizes wireless technologies, is not inherently secure and that wireless communications can be intercepted by technology designed and intended for that purpose. We will not be liable to you or any other party for any lack of security that may result from your use of Middleborough Public WiFi. You agree that

Town of Middleborough's Public Wi-Fi Internet Service Agreement

you are responsible for providing security measures that are suited for your intended use of Middleborough Public WiFi. For example, you shall take full responsibility for taking adequate measures for safeguarding your data from loss. Also, other than the WiFi signal provided by the Town of Middleborough, you must provide all equipment, technology and software to use Middleborough Public WiFi. All Middleborough Public WiFi users should have up-to-date antivirus software installed on their computers.

Disclaimers

THE SERVICES AND PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS, AND YOUR USE THEREOF IS AT YOUR OWN RISK. THE TOWN OF MIDDLEBOROUGH DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES OR CONDITIONS, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. THE TOWN OF MIDDLEBOROUGH DOES NOT WARRANT THAT THE SERVICES WILL PERFORM AT A PARTICULAR SPEED, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL EITHER THE TOWN OF MIDDLEBOROUGH OR ITS OFFICIALS, REPRESENTATIVES, EMPLOYEES, AGENTS OR AFFILIATES BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES OF ANY NATURE, OR FOR ANY LOST REVENUES, LOST PROFITS OR LOSS OF BUSINESS REGARDLESS OF THE CAUSE AND WHETHER OR NOT FORESEEABLE. In addition, the Town of Middleborough and its officials, representatives, employees, agents or affiliates will not be responsible for any damages, losses, expenses or costs that you suffer AS A RESULT OF: (i) any interruption or failure of the Services OR Products; (ii) the downloading or use of any information, data or materials obtained via the Services OR FROM THE Internet; (iii) any failure to complete a transaction on the Internet OR USING THE SERVICES or ANY loss of data due to delays, non-deliveries, mis-deliveries, or Service interruptions; (iv) ANYTHING BEYOND THE REASONABLE CONTROL OF THE TOWN OF MIDDLEBOROUGH, INCLUDING BUT NOT LIMITED TO any interruption or failure of a third party's services, software, equipment or network; (v) any unauthorized use or modification of Services or Products or combination of Services or Products with other services, products or equipment; (VI) viruses, worms, Trojan horses, or other undesirable data or software; or (vii) the attempt by unauthorized users (e.g., hackers) to obtain access to your data, web-site, computers, or networks.

Indemnity

You agree to hold harmless and indemnify the Town of Middleborough, its officials, representatives, employees, agents or affiliates from and against any third party claim arising from or in any way related to your use of Middleborough Public WiFi, including any liability, damages or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature.

Miscellaneous Provisions

These Town of Middleborough Terms and Conditions of Service will be governed by and construed in accordance with the laws of the Massachusetts. If for any reason a court of competent jurisdiction finds any provision or portion of the Town of Middleborough Terms and Conditions of Service to be unenforceable, the remainder of the Town of Middleborough Terms and Conditions of Service will continue in full force and effect.

These Town of Middleborough Terms and Conditions of Service constitute the entire agreement between the parties and supersede and replace all prior understandings or agreements, written or oral, regarding Middleborough Public WiFi. Any waiver of any provision of the Town of Middleborough Terms and Conditions of Service will be effective only if in writing and signed by the Town Manager of the Town of Middleborough.

To report any problems with the Middleborough Public WiFi, or for questions regarding this policy, please contact Information Technology Department at 508-946-2435

**BRIDGEWATER-RAYNHAM SAND & STONE
1453 PLYMOUTH STREET
BRIDGEWATER, MA 02324
508 597-5448
FAX 508 697-8182**

July 11, 2013

Board of Selectmen:

We are asking for your consideration on the current truck route to and from Harju's Bog permit #07-4 to be changed to the following: leaving bog taking a right onto Rocky Meadow, to immediate left onto Wall Street, then left onto Plymouth Street, right onto Carmel Street, left onto Plympton Street, to a right onto Thompson Street.

Thank you for your consideration.

Joseph A. Arruda
Bridgewater-Raynham Sand & Stone

Conditions for Earth Removal

**DANA & DEREK HARJU
Off Rocky Meadow Street
Middleborough, Massachusetts
Assessors Map 062 and Lots 2091, 1336, 2247 & 745
192,743+ cubic yards**

1. This permit is valid for three (3) years and may be renewed for up to one (1) year thereafter at the discretion of the Board of Selectmen after meeting with the applicant.
2. Hours of operation are limited from 7:30 A.M. to 4:30 P.M. Operation is only allowed on Monday through Friday. Motors of earth removal equipment, including trucks hauling material to and from the site, are not to be started or run until 7:30 A.M. Trucks are not to line up before the start time or sit idling. There will be no jake braking.
3. No operation is allowed on Saturday, Sunday or Town Hall observed holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents Day	Veteran's Day
Patriots Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
July 4 th	Christmas Day
4. All excavated areas not part of the bogs will be topsoiled and planted per the specification on the plan or at the direction of the Board. All top and subsoil shall be stripped from the operation area and stockpiled for use in restoring the area after the removal operation has ceased. A minimum of four inches of topsoil must be put back in place.
5. Excessive erosion is to be controlled as determined by the Board of Selectmen or its agent.
6. An initial review to confirm compliance with permit conditions and restrictions must be performed by the Board's Agent before the commencement of any earth removal activities. The fee for this review is \$ 400.00 , due and payable at the time the permit holder notifies the Board's Agent that all requirements of the permit which must be done prior to commencement of work have been accomplished, and the permit holder is ready for the Agent to perform the initial review.

* Current travel route on P.2
Item #15

Earth Removal Permit #07-3

7. Quarterly reviews must be performed by the Board's Agent every three months following commencement of earth removal work. These reviews will include a field review and plan review to determine on-going compliance with the permit. The fee for each such review is \$ 400.00, due and payable to the Town three months after the commencement of earth removal on the lot and every three months thereafter for the duration of the permittal project.
8. The plans, entitled, "Plan to Accompany Application for Earth Removal Application – Off Rocky Meadow Street – Middleborough, MA", dated November 1, 2007 is incorporated herein by reference and is part of this permit, and must be adhered to strictly. Failure to do so constitutes a violation of this condition of the Permit. A copy of the Plan and Order of Conditions must be kept on the lot at all times when the lot is being worked, pursuant to this permit.
9. A bond, or acceptable alternative surety, in the amount of \$ 50,000.00 will be required to indemnify the Town for damage to private or Town property and for use by the Town for site closure in the event of abandonment of the project.
10. Standard highway signs warning of heavy trucks entering the highway shall be erected as directed by the Board of Selectmen or their Agent and be in place prior to commencement of removal operations.
11. The Selectmen, Conservation Commission, Town Manager or their Agents shall be free to inspect the premises at any time during normal working hours with or without prior notice to the permit holder.
12. The permit holder is advised that no work may commence until he has filed a Notice of Intent under Chapter 131, Section 40, and received an Order of Conditions from the Conservation Commission. A violation of the Order of Conditions issued by the Conservation Commission shall be a violation of this permit.
13. The permit holder shall adhere to all State laws pertaining to covering loads and weight loads.
14. Any spillage on public ways or private property shall be cleaned up by the permit holder or its agent.
-  15. All access to and from the permitted property will be as follows: Begin by turning right out of the site on Rocky Meadow Street, then travel 0.4 mi. to Purchase Street. Turn left onto Purchase Street. Then travel 1.5 mi. to South Main Street (Route 58), turn right or left.

Earth Removal Permit #07-3

16. The Board of Selectmen may, following a public hearing, revoke the permit, modify or revise the conditions of the permit and/or impose a fine if they find that the permittee, or any agent of the permittee, violates any condition of this permit.
17. No refining or screening of material is allowed on the permitted property except the screening of sand and loam to be used for on-site cranberry bogs, gravel for on-site roadways and loam for final on-site grading and seeding.
18. The Town Manager is authorized to act as the Selectmen's Agent in the administration and enforcement of this permit.
19. The haul road and loading area must be watered regularly to keep dust from blowing from the property. Gravel may be required to be added to the haul road by the Board's Agent to assist in dust control.
20. This permit is not transferable, except by vote of the Board of Selectmen. Notice of a pending sale or transfer must be provided to the board. The Board may, in its discretion, hold a public hearing to consider the transfer of this permit to the prospective buyer of the property.
21. During operations, where the excavation working face will have a depth of more than 15 feet with a slope in excess of 1:1, a fence at least three (3) feet high shall be erected to limit access to that excavation.
22. No area shall be excavated so as to cause accumulation of freestanding water, except in conjunction with a storage pond for cranberry bogs as shown on the record plans. Permanent drainage shall be provided as needed in accordance with good conservation practices. Drainage shall not lead directly into or from streams or ponds, except as shown in the plan.
23. No excavation shall be closer than 200 feet to an existing public way unless specifically permitted by the Selectmen. Natural vegetation shall be left and maintained on the undisturbed land for screening and noise reduction purposes.
24. Bog pumps will be powered electrically, or in the alternative, mufflers will be installed on pumps to reduce noise.
25. Gates will be installed on the haul road to prevent unauthorized access to the property. A two by three foot sign shall be erected on the gate displaying the permit number, the name and phone number of the permit holder's agent and the name and phone number of the Board of Selectmen's Agent, together with the words "NO TRESPASSING-EARTH REMOVAL IN PROGRESS".

Earth Removal Permit #07-3

- 26. All trucks hauling from the site must display a sign on the rear of the truck in an area that will be unobstructed and clearly in view displaying the words "TOWN OF MIDDLEBOROUGH PERMIT # 07-3".
- 27. A copy of this Earth Removal Order of Conditions shall be filed with the Registry of Deeds by the Permit holder as a notice to all that these conditions restrict work on the lot under the permit.
- 28. A Certificate of Compliance will be issued by the Board of Selectmen when the project is completed. The Certificate of Compliance will operate to release the lot from the conditions of the permit and terminate the permit. The Certificate of Compliance must also be filed with the Registry of Deeds by the permit holder.

 Marsha Brunelle, Chairwoman
 BOARD OF SELECTMEN

 Date

Commonwealth of Massachusetts
 County of Plymouth

On this _____ day of _____, 2007, before me the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification which was/were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose(s).

 Signature of Notary

(Seal)
 My commission expires _____

Jacqueline Shanley

From: Patricia Cassady
Sent: Monday, July 01, 2013 10:48 AM
To: Jacqueline Shanley
Cc: decker@savebuzzardsbay.org
Subject: July 15 BOS Meeting

Hi Jackie,

I have another request ☺

The Buzzards Bay Coalition would like to come in to discuss a Conservation Restriction (CR) that is to be donated by the Wankinquoah Rod & Gun Club, Inc. This is for land that they currently own in South Middleborough totaling 287 acres.

Allen Decker, Director of Land Protection at the Buzzards Bay Coalition will be sending the CR as an attachment soon. I told him by July 10th is good so that the BOS will be able to have copies to review through their e-mail and ipads.

If you need more information please let me know. I will however be on vacation from July 4th to July 15th. If you need to contact Mr. Decker directly here is his contact info:

Allen Decker, Director of Land Protection
Buzzards Bay Coalition
114 Front Street, New Bedford, MA 02740
Tel: 508-999-6363 x.204
www.savebuzzardsbay.org

Thank you!

Tricia

MUNICIPAL CERTIFICATION

Middleborough CR # 20

We, the undersigned Conservation Commission of the Town of Middleborough, hereby certify that the proposed conservation restriction from Wankinquoah Rod & Gun Club, Inc. to Buzzards Bay Coalition, Inc. is in the public interest in that it:

- 1) Scenic View. The Premises provides the traveling public with some 6,500 feet of natural landscape frontage on the east side of Interstate 495 and 2,075 feet along the south side of Pine Street. Such forested views fit with the immediate surrounding area and maintain the natural feel and setting of the region. It also supplements the view the public has on the northern side of Pine Street which is currently unfragmented natural landscape.
- 2) Habitat Protection. The majority of the Premises has been designated by the Commonwealth of Massachusetts' Natural Heritage and Endangered Species Program's (NHESP) BioMap2 as being Core Habitat or Critical Natural Landscape. Lands so identified have the greatest potential to sustain areas critical to conserving the Commonwealth's biodiversity. In addition, such conservation will contribute to protection of the immediate area as a biologically diverse landscape. Conservation of the Premises will also protect habitat (including upland forest and wetlands) used by a variety of wildlife and in conjunction with the protection of water quality afforded by this Conservation Restriction, will contribute to protection of the Weweantic River watershed as a biologically diverse and productive one.
- 3) Water Quality Protection. Conservation of the Premises, which drains to the Weweantic River, will contribute to lessening the impact of development on the river's water quality. The Weweantic River, part of Buzzards Bay's largest watershed and its largest tributary by volume, already suffers from such impacts to the extent that it is federally listed as one of the Commonwealth's most polluted waters for nutrients. This Conservation Restriction will remove further development thereby reducing its attendant impacts on the river. In addition, protection of the Premises will allow the forest and wetlands to naturally store floodwater and filter the infiltrating precipitation. Similarly, the conservation of these lands will provide protection to the water quality downstream resulting in benefits to Buzzards Bay.
- 4) Enlargement of Protected Conservation Lands. The Premises is adjacent to the Commonwealth of Massachusetts' 3,055 acre Rocky Gutter Wildlife Management Area and surrounds another 30 acres owned by the Grantor previously protected by a conservation restriction. This will result in a 3,372 acre block of unfragmented protected open space. The protection of the Premises will preserve the natural setting of this open space, maintain natural habitat and add to the assemblage of conservation acreage in the surrounding area.
- 5) Furtherance of Government Policy, Middleborough. Protection of the Premises is consistent with the Town of Middleborough's current Open Space and Recreation Plan which advocates for protecting parcels critical to Middleborough's, and the region's,

water resources, preserving the rural character of the community and protecting and maintaining the abundant diversity of natural habitats in Middleborough.

- 6) Furtherance of Government Policy, Massachusetts. Conservation of the Premises is in furtherance of the clearly defined governmental policies of the Commonwealth of Massachusetts to encourage land conservation by providing for potential preferential tax treatment under various sections of the MGL as well as by the Town of Middleborough.

Date: June 20, 2013

Signed:

Jim Burgess
Janet Miller
B. J. C.
Debbie
Dejean

CONSERVATION RESTRICTION

to

Buzzards Bay Coalition, Inc.

Wankinquoah Rod & Gun Club Lands, Pine Street, Middleborough

Middleborough CR # 20

WANKINQUOAH ROD & GUN CLUB, INC., a Massachusetts corporation with an address of PO Box 307, Middleborough, Massachusetts 02346, its successors and assigns (hereinafter "Grantor"), grants for consideration of less than One Hundred and No/100ths Dollars (\$100.00) as this conveyance is a gift, with quitclaim covenants, to **BUZZARDS BAY COALITION, INC.**, a Massachusetts charitable corporation with an address of 114 Front Street, New Bedford, Massachusetts, 02740, its successors and permitted assigns (hereinafter "Grantee"), in perpetuity and exclusively for conservation purposes, subject, however, to the reservations contained herein, the following described Conservation Restriction on approximately 287 acres of a 303 acre parcel (the "Premises") located in the Town of Middleborough, Plymouth County, Massachusetts. The Premises is generally described as Middleborough Assessors Map 96, Lot 1265; Map 102, Lots 776, 781, 783, 791, 793, 875, 879 and 2431; Map 103, Lots 965, 1884, 2555, 2785, 4416, 5232, 5348, 6168 and 6274 and Map 110, Lot 664, and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference and depicted in Exhibit "B" attached hereto and incorporated herein by reference, excluding, however, for all purposes of this Conservation Restriction the 16 acre "Excluded Area" depicted and described in Exhibit "C" attached hereto and incorporated herein by reference.

Grantor: Wankinquoah Road & Gun Club, Inc.

Grantee: Buzzards Bay Coalition, Inc.

Property Address: South Side of Pine Street, Middleborough, Massachusetts

Title Reference: Plymouth County Registry of Deeds Book _____ at Page _____

Purpose. This Conservation Restriction is defined in, and authorized by, §§ 31-33 of Chapter 184 of the Massachusetts General Laws ("MGL") and otherwise by law. Its purpose is to assure that the Premises will be retained in perpetuity in its natural, scenic, and open condition. It is further the intent of the Grantor and Grantee perpetually to protect the associated uplands and wetlands for fish and wildlife conservation, native habitat protection, management of forest resources as described herein, to encourage sound management practices,

operations and uses consistent with the spirit and intent of the conservation purposes and protections of Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts ("Article 97") and to prevent any other use of the Premises that will materially impair or interfere with the conservation values of the Premises. The public benefits ("Conservation Values") resulting from conservation of the Premises include, without limitation, the following:

- 1) Scenic View. The Premises provides the traveling public with some 6,500 feet of natural landscape frontage on the east side of Interstate 495 and 2,075 feet along the south side of Pine Street. Such forested views fit with the immediate surrounding area and maintain the natural feel and setting of the region. It also supplements the view the public has on the northern side of Pine Street which is currently unfragmented natural landscape.
- 2) Habitat Protection. The majority of the Premises has been designated by the Commonwealth of Massachusetts' Natural Heritage and Endangered Species Program's (Mass NHESP) BioMap2 as being Core Habitat or Critical Natural Landscape. Lands so identified have the greatest potential to sustain areas critical to conserving the Commonwealth's biodiversity. In addition, such conservation will contribute to protection of the immediate area as a biologically diverse landscape. Conservation of the Premises will also protect habitat (including upland forest and wetlands) used by a variety of wildlife and in conjunction with the protection of water quality afforded by this Conservation Restriction, will contribute to protection of the Weweantic River watershed as a biologically diverse and productive one.
- 3) Water Quality Protection. Conservation of the Premises, which drains to the Weweantic River, will contribute to lessening the impact of development on the river's water quality. The Weweantic River, part of Buzzards Bay's largest watershed and its largest tributary by volume, already suffers from such impacts to the extent that it is federally listed as one of the Commonwealth's most polluted waters for nutrients. This Conservation Restriction will remove further development thereby reducing its attendant impacts on the river. In addition, protection of the Premises will allow the forest and wetlands to naturally store floodwater and filter the infiltrating precipitation. Similarly, the conservation of these lands will provide protection to the water quality downstream resulting in benefits to Buzzards Bay.
- 4) Enlargement of Protected Conservation Lands. The Premises is adjacent to the Commonwealth of Massachusetts' 3,055 acre Rocky Gutter Wildlife Management Area and surrounds another 30 acres owned by the Grantor previously protected by a conservation restriction. This will result in a 3,372 acre block of unfragmented protected open space. The protection of the Premises will preserve the natural setting of this open space, maintain natural habitat and add to the assemblage of conservation acreage in the surrounding area.
- 5) Furtherance of Government Policy, Middleborough. Protection of the Premises is consistent with the Town of Middleborough's current Open Space and Recreation Plan which advocates for protecting parcels critical to Middleborough's, and the region's,

water resources, preserving the rural character of the community and protecting and maintaining the abundant diversity of natural habitats in Middleborough.

- 6) Furtherance of Government Policy, Massachusetts. Conservation of the Premises is in furtherance of the clearly defined governmental policies of the Commonwealth of Massachusetts to encourage land conservation by providing for potential preferential tax treatment under various sections of the MGL as well as by the Town of Middleborough.
- 7) Preservation of Article 97 Intentions. This Conservation Restriction will preserve and protect the Conservation Values of the Premises consistent with the spirit and intent of the conservation purposes and protections of Article 97.

Grantor and Grantee agree that the specific Conservation Values of the Premises shall be documented in a report to be kept on file in the offices of Grantor and Grantee and incorporated herein by this reference ("Baseline Documentation Report"). The Baseline Documentation Report shall consist of documentation that Grantee and Grantor agree provides, collectively, an accurate representation of the condition and the conservation values of the Premises at the time this Conservation Restriction is recorded and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Conservation Restriction.

The terms of this Conservation Restriction are as follows:

- A. Prohibited Uses. Except as to reserved rights set forth in Paragraph B below, the Grantor will neither perform, nor allow others to perform, the following acts and uses which are expressly prohibited on, above and under 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;
 3. Placing, filling, storing or dumping on the Premises of refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other hazardous substance or hazardous material or any other material whatsoever or the installation of underground fuel 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. The use, parking or storage of motorcycles, motorized trail bikes, snowmobiles and all other motor vehicles, except as necessary by the police, firefighters or other governmental agents in carrying out their lawful duties;
 7. The use of the Premises for more than *de minimis* commercial recreation, business, residential or industrial use of 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 which shall be permitted). No portion of the Premises may be used toward building requirements or calculations involving development on this or any other land; and
 9. Any other use of the Premises or activity thereon which is inconsistent with the purpose of this Conservation Restriction or which would materially impair its conservation interests.
- B. Reserved Rights. All acts and uses not prohibited in Paragraph A are permissible so long as they do not materially impair the purpose of this Conservation Restriction or other significant conservation interests. Further, notwithstanding the provisions of Paragraph A, the following acts and uses are also expressly permitted:
1. Club Operation. The operation of the Premises as a non-profit rod and gun club including associated hunting, shooting, fishing and outdoor recreational activities and social activities authorized by Grantor including, but not limited to, firearms shooting, archery, three dimensional (3D) archery shoots, public education events, conservation programs, fishing derbies, member recruitment, provisions for twenty-four hour security, fund raising events, dinners, skills contests and maintenance of the Premises as a licensed shooting preserve;
 2. Accessory Structures. The use, maintenance, repair, renovation, expansion and replacement of the existing accessory structures on the Premises such as the picnic area, small pavilion awnings, hunting stands, and 3D archery shoots is permitted. Said structures are hereby designated and documented in the Baseline Documentation Report and may be used by Grantor for Grantor's traditional non-profit sportsmen's club uses and activities such as, but not limited to, hunting, fishing, archery, boating, firearms range, meetings, social events, serving food and beverages on the Premises, parking, and similar uses consistent with the traditional uses and activities of a rod and gun club;
 3. Outdoor Firearms Practice Range. The use, maintenance, repair or renovation of the existing outdoor firearms range. With prior written notice, the expansion, replacement or relocation to another location (with prior location being restored with native vegetation) on the Premises of the firearms range subject to generally accepted standards and guidelines for such and not to exceed a total of two hundred two thousand five hundred (202,500) square feet in size..

4. Outdoor Archery Range. The use, maintenance, repair, renovation, or replacement of existing outdoor archery range.
5. Passive Recreation. Use of the Premises by Grantor and Grantor's invitees and permittees for walking, running, horseback riding, cross-country skiing, birding, hiking, hunting, fishing, general flora and fauna observation and other outdoor passive recreational activities (but not motorized ones, including motorbiking or the use of off-road all terrain vehicles), provided such activity does not materially alter the landscape or degrade environmental quality and takes into account sensitive areas;
6. Cranberry Production. The cultivation, maintenance, management and harvesting of cranberries from the existing cranberry bog as documented in the Baseline Documentation Report. Grantor has leased the cranberry bog and the lessee shall comply with the existing agricultural lease agreement expiring on December 31, 2033. Upon renewal with the current lessee or with Grantor's leasing the cranberry bog to a different lessee, Grantor, or its lessee, shall use standard Best Management Practices as detailed in an approved United States Department of Agriculture/Natural Resource Conservation Service, or successor agency/organization, farm plan ("Farm Plan") including bog sanding, fertilizing, water management and insect, disease and weed control. Grantor, or its lessee, shall provide Grantee with a copy of the Farm Plan along with any periodic updates;
7. Chemical Uses. In connection with the above Paragraph B(6), the use of pesticides, herbicides, fungicides, and fertilizers on the Premises by Grantor, or its lessee, shall only include those registered by the Massachusetts Department of Agricultural Resources ("Mass DAR") or successor agency, if any, and shall be applied in accordance with labeling approved by the Mass DAR. Such chemical use shall be consistent with an Integrated Pest Management program as approved by the University of Massachusetts Cooperative Extension Service Cranberry Experiment Station or successor agency, if any. Techniques such as the use of spot applicators and wipers for weed control shall be utilized to further reduce the possibility of undesirable environmental impacts. Reasonable efforts shall be made to limit spraying to the crop production area and avoid impacts to habitat;
8. Forestry. In accordance with generally accepted forestry management practices, (a) selective minimal pruning and cutting to prevent, control or remove hazards, or damage from disease, insects or fire, or to preserve the present condition of the forested portions of the Premises, including vistas, woods roads and trails; (b) the use of motorized vehicles to support forestry, and (c) the cutting and harvesting of trees for any purpose in accordance with a forest management plan ("Forest Management Plan") (including without limitation commercial timber production per an approved MGL Chapter 132 Forest Cutting Plan) prepared for Grantor by a Massachusetts certified professional forester and approved by the Grantee, that is designed to protect the Conservation Values of the Premises, including without limitation, scenic and wildlife habitat values and water quality. Grantee's approval of the Forest Management Plan cannot be unreasonably

withheld. Grantor shall provide Grantee with a copy of the Forest Management Plan along with any periodic updates;

9. Vegetation Management. In accordance with generally accepted forest management practices and the Forest Management Plan, the creation of fields and transitional edge areas, selective *de minimis* removing of brush, pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Premises. This can include chemical use but only if said use is designed and applied to affect the target species and not nearby non-target species and not be detrimental to water quality;
10. Existing Fields. The use, maintenance and replanting of existing fields and clearings. This can include chemical use but only if said use is designed and applied to affect the target species and not nearby non-target species and not be detrimental to water quality;
11. Trails/Paths/Woods Roads. The construction, maintenance, marking and use of existing and new unpaved walking trails and paths on the Premises (including the creation of simple or primitive elevated board walkways). The maintenance, marking and use of woods roads on the Premises substantially in their present condition or with such improvements as are reasonably necessary for their continued use, including use by motor vehicles necessary for the Reserved Rights set forth herein. The construction, maintenance, marking and use of new unpaved woods roads or the extension of existing woods roads, per generally accepted forest management practices and as approved in the Forest Management Plan, as reasonably necessary for the Reserved Rights set forth herein. All exercising of these Reserved Rights shall take into account and avoid impacts to sensitive areas to the extent possible;
12. Bridges/Culverts/Fences/Gates and Stone Walls. The maintenance, marking and use of existing bridges, culverts, fences, gates, and stone walls on the Premises. The construction, maintenance, marking and use of new bridges, culverts, fences, gates and stone walls, per generally accepted forest management practices and the Forest Management Plan, as reasonably necessary for the Reserved Rights set forth herein;
13. Ponds. The use and maintenance of the existing pond. With prior written notice, the construction and maintenance of new pond(s) not to exceed, in sum, four hundred fifty thousand (450,000) square feet, in accordance with the Forest Management Plan and applicable state and local regulations. The maintenance of pond(s) may include the limited use of herbicides designed and applied to affect the target species and not non-target species, per label instructions.
14. Gravel/Sand/Soil/Rocks. Digging and relocation of gravel, sand, soil and rocks from sites on the Premises for use on the Premises for activities and purposes expressly authorized in Paragraphs B(2), (3), (6), (10), (11), (12) and (13) provided Grantor a) uses adequate erosion control measures and b) restores to a natural vegetated condition all areas from which said gravel, sand, soil and rocks are removed. The restoration of the gravel, sand, soil and rock area to its natural condition shall include, but not necessarily be limited to, the grading of cut

banks to a natural angle of repose, the re-spreading of topsoil over the disturbed area, the stabilization of said area against erosion and the re-vegetation of the disturbed area with native plant species. Any topsoil removed in said activities shall be stockpiled to be used in restoration of the removal site. No gravel, sand, soil, rocks or topsoil shall be removed from the Premises with the exception of excess material generated in connection with the exercising of the Reserved Rights in Paragraph B(2), (12) and (13);

15. Brush Piles. The stockpiling, composting and occasional burning, only during non-nesting season, of stumps, trees, brush, slab wood, limbs, other wood debris or similar biodegradable materials originating on the Premises. No such activities shall allow for the creation of "stump dumps" nor take place closer than one hundred (100) feet from the Premises boundary or any wetland, waterbody or stream;
16. Non-native or Nuisance Species Control. The removal of non-native or invasive species, 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;
17. Wildlife Habitat Restoration and Improvement. Activities designed to restore native terrestrial and aquatic biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species per generally accepted natural resource management practices and as approved in the Forest Management Plan and/or consistent with the recommendations of Mass NHESP. This could include, but is not limited to, 1) stream and wetland restoration, 2) removal of non-native species, 3) planting of indigenous/native species, 4) selective pruning and cutting of trees or prescribed burns to prevent, control or remove hazards, or damage from disease, insects or fire, or to preserve the present condition of the Premises, including vistas, woods roads and trails;
18. Fish and Game Stocking. The stocking on the Premises of fish and game species for recreational purposes.
19. Existing Easements. Activities allowed pursuant to existing easements and other real property interests of record held by any person or governmental entity, including, but not limited to, utility easements;
20. Signs. The erection, maintenance and replacement of appropriately-sized signs with respect to Premises use guidelines, trail access, identity and address of the owner, the Grantee's interest in the property and the protected Conservation Values;
21. Motorized Vehicles. The use of motorized vehicles to be kept to the extent possible on established roads, fields and trails as necessary for the care and management of the Premises but limited to the uses in the Reserved Rights in Paragraph B shall be allowed. The exercising of this Reserved Right does not permit the outdoor storage of motorized vehicles nor the recreational use of motorbikes, off-road all terrain vehicles or other motorized vehicles;

Unless otherwise exempted, the exercise of any right reserved by Grantor under this Paragraph B shall be in compliance with the then current Zoning By-Laws of the Town of Middleborough, the Wetlands Protection Act (MGL Chapter 131, § 40) and all other applicable federal, state and local laws, rules and regulations. The inclusion of any Reserved Right in this Paragraph B requiring a permit from a public agency does not imply that Grantee or the Commonwealth of Massachusetts takes any position on whether such permit should be issued.

- C. Notice and Approval. Whenever notice to Grantee is required under the provisions of Paragraphs A or B, Grantor shall notify Grantee in writing not less than sixty (60) calendar 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 Grantee to make an informed judgment as to its consistency with the purpose of this Conservation Restriction. Routine maintenance, such as trail upkeep, shall not require notification.

Where Grantee's prior written approval is required, the Grantee shall, within sixty (60) calendar days of receipt of Grantor's request, notify Grantor of its decision. Grantee's decision shall in all cases be final and controlling. Failure of Grantee to act within said sixty (60) calendar days shall be deemed to constitute approval of Grantor's request as submitted, so long as 1) the request sets forth the provisions of this section relating to deemed approval after sixty (60) calendar days notice to Grantee, 2) the requested activity is not a prohibited activity and 3) the activity will not materially impair the Purposes or Conservation Values of this Conservation Restriction. It is understood by Grantee that approval shall not be unreasonably withheld.

- D. Extinguishment.

1. If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this Conservation Restriction can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction after review and approval by the Secretary of Energy and Environmental Affairs. 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 D(2) below, subject, however, to any applicable law which expressly provides for a different disposition of proceeds. Grantee shall use its share of the proceeds in a manner consistent with the Purpose paragraph of this Conservation Restriction.

2. Grantor and Grantee agree that the grant of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is equal to the proportionate value that this Conservation Restriction, determined at the time of the grant, bears to the value of the unrestricted property at that time. Said proportionate value of the Grantee's property right is equal to thirty percent (30%) and shall remain constant. If any occurrence gives rise to an extinguishment or other release

of the Conservation Restriction under applicable law, the Grantor and Grantee shall be reimbursed from the proceeds, once recovered, for their respective share of reasonable legal or other expenses, if any, associated with the recovery of said proceeds. The remaining proceeds, once recovered, shall first be used to satisfy the terms of any gift, grant or funding requirements, with the balance then being distributed as directed above to be used for land protection or restoration as described in the Purpose paragraph of this Conservation Restriction.

3. 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 under this paragraph shall be first paid out of the proceeds, and the remaining proceeds shall be distributed in accordance with Paragraph D(2) above, to be used for land protection or restoration as described in the Purpose paragraph of this Conservation Restriction.

E. Access. The Conservation Restriction hereby conveyed does not grant to Grantee, to the public generally, or to any other person any right to enter upon the Premises except as follows:

1. There is hereby granted to Grantee and its representatives the right to enter the Premises at their own risk (a) at reasonable times and in a reasonable manner for the purpose of inspecting the same to determine compliance herewith and (b) after thirty (30) calendar days prior written notice (or sooner, if an emergency exists), to take any and all actions with respect to the Premises as may be necessary or appropriate, with or without order of court, to remedy, abate or otherwise enforce any violation hereof.
2. There is hereby granted to Grantee the right to erect and from time to time replace, at appropriate locations near the boundaries of the Premises mutually agreed upon, suitable signs which shall (1) identify the Premises as property of the Grantor, (2) identify the Grantee as the holder of this Conservation Restriction and (3) specify that there is No Trespassing without the express written consent of the Grantor.

F. Legal Remedies.

(1) 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 its condition prior to the time of the inquiry complained of (it being agreed that the Grantee will have no remedy at law), and shall be in addition to, and not in limitation of, any other rights of remedies available to the Grantee and the Grantor.

If the Grantee finds that the Grantor is causing or permitting a violation of this Conservation Restriction, the Grantee shall immediately notify the Grantor in writing of the nature of the alleged violation. Upon receipt of this written notice, Grantor shall either (a) immediately cease the activity constituting the violation and promptly restore the property to its condition prior to the violation to the reasonable satisfaction of Grantee or (b) immediately cease the activity and provide a written explanation to the Grantee of the reason why the alleged violation should be permitted.

If the condition described in clause (b) above occurs, both parties agree to attempt to resolve the dispute in accordance with the Dispute Resolution provisions in Paragraph F(6) below.

(2) Reimbursement of Costs of Enforcement

The Grantor, and thereafter the successors and assigns of the Grantor covenant and agree to reimburse the Grantee to the extent permitted by operation of law for all reasonable costs and expenses (not to include Grantee's legal counsel fees) incurred in enforcing this Conservation Restriction or in remedying or abating any violation thereof. Any enforcement action will not be undertaken until the parties have completed dispute resolution procedures set forth in Paragraph F(6) below.

(3) Grantee 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 Grantee or its agents.

(4) Severability Clause

If any provision of this Conservation Restriction shall to any extent be held invalid, the remainder shall not be affected.

(5) Non-Waiver

Any election by the Grantee or Grantor 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.

(6) Dispute Resolution

Either party may, at any time, call a meeting for the purpose of resolving disputes or problems arising under this Conservation Restriction. Each party shall make every reasonable effort to resolve problems or disputes to the satisfaction of both parties. Notwithstanding the foregoing, in the event of a dispute pursuant to this Conservation Restriction, the parties agree that prior to pursuing other available remedies, but

excluding the giving of notices of default by the other party and provided the Grantor ceases the activity; they will attempt to negotiate resolution of their dispute directly with each other. If negotiation is unsuccessful, they agree to participate in at least three (3) hours of mediation to be facilitated by a mediator mutually acceptable to them and under the mediation procedures set by the mediator. If no such mutually acceptable mediator is agreed upon, the Real Estate Bar Association for Massachusetts or its successor shall be requested to designate such a mediator. The mediation session shall be conducted within thirty (30) calendar days of the date on which the mediator receives the request and agrees to mediate. The cost of such mediation shall be shared equally by the parties.

- G. Acts Beyond Grantor's Control. Nothing contained in this Conservation Restriction shall be construed to entitle Grantee to bring any action against 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 Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes.
- H. Duration and Assignability. The burdens of this Conservation Restriction shall run with the Premises and shall be enforceable against Grantor in perpetuity. Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction. The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by Grantee, except in the following instances from time to time: (i) as a condition of any assignment, Grantee requires that the purpose of this Conservation Restriction continue to be carried out, and (ii) the assignee, at the time of assignment, qualifies under § 170(h) of the Internal Revenue Code of 1986 ("Code"), as amended, and applicable regulations thereunder, and under MGL Chapter 184, § 32 as an eligible donee to receive this Conservation Restriction directly. The Grantee shall comply with Articles 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.
- I. Subsequent Transfers. Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which Grantor conveys any interest in all or a portion of the Premises, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least sixty (60) calendar days prior to the date of such transfer. Failure of Grantor to do either shall not impair the validity of this Conservation Restriction or limit its enforceability in any way.
- J. Termination of Rights and Obligations. Notwithstanding anything to the contrary contained herein, the rights and obligations under this Conservation Restriction of any party holding any interest in the Premises terminate upon transfer of that party's interest, except that liability for acts or omissions occurring prior to transfer, and liability for the transfer itself if the transfer is in violation of this Conservation Restriction, shall survive the transfer.
- K. Estoppel Certificates. Upon request by Grantor, Grantee shall within sixty (60) calendar days execute and deliver to Grantor any document, including an estoppel certificate which

certifies Grantor's compliance with any obligation of Grantor contained in this Conservation Restriction and which otherwise evidences the status of this Conservation Restriction as may be requested by Grantor.

- L. North American Wetland Conservation Act Notice of Property Restriction. Notice is hereby given that this Conservation Restriction is pledged as match to a North American Wetland Conservation Act Grant Agreement between the U.S. Fish and Wildlife Service and Grantee (Agreement No. F13AP00456, Rocky Gutter), a copy of which is kept at the U.S. Fish and Wildlife Service, Division of Bird Habitat Conservation, North American Wetlands Conservation Act Grants Program, 4401 North Fairfax Drive, MBSP 4075, Arlington, VA 22203 and at the offices of Grantee (the "Grant Agreement"). The purpose of the Grant Agreement is to support the protection of wetland tracts and associated uplands in order to benefit waterfowl, shorebirds, and other wetland-dependent species. The Grantee hereby confirms its obligations with regard to the Premises pursuant to the terms of the Grant Agreement, including ensuring the long term conservation of the Premises and obtaining the consent of the U.S. Fish and Wildlife Service prior to the conveyance of any interest therein.
- M. Amendment. If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction, provided that no amendment shall be allowed that will materially impair the conservation interests or affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including MGL Chapter 184, §§31-33, inclusive, or § 170(h) of the Code, as amended, and any amendment shall be consistent with the purpose of this Conservation Restriction and shall not affect its perpetual duration. Any such amendment shall not be effective until all necessary approvals under MGL Chapter 184, § 32 have been secured, including approval by the Secretary of Energy and Environmental Affairs, whereupon such amendment shall be recorded with the Plymouth County Registry of Deeds.
- N. Miscellaneous.
1. Controlling Law. The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.
 2. 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 purpose of MGL Chapter 184, §§ 31-33. If any provision in this instrument is found to be ambiguous, an 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.
 3. Indemnification; Hold Harmless. Grantor shall, subject to appropriation and to the extent permitted by law, hold harmless, indemnify and defend Grantee and its members, directors, officers, employees, agents and contractors and the heirs, personal representatives, successors and assigns of each of them (collectively

"Grantee Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with injury to or the death of any person, or physical damage to any property, resulting from the wanton or willful conduct of Grantor, except to the extent due to the negligence of any of the Grantee Indemnified Parties.

Grantee shall hold harmless, indemnify and defend Grantor and its officers, employees, agents and contractors and the heirs, personal representatives, successors and assigns of each of them (collectively "Grantor Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with injury to or the death of any person, or physical damage to any property, resulting from the wanton or willful conduct of Grantee, except to the extent due to the negligence of any of the Grantor Indemnified Parties.

4. Maintenance and Upkeep Costs. Except as otherwise stated herein, Grantor shall retain all responsibilities and shall bear all costs and liabilities of any kind related to ownership, operation, upkeep and maintenance of the Premises. Grantor shall keep the Premises free of any liens arising out of work performed for, materials furnished to or obligations incurred by Grantor.
5. Executory Limitation. If Grantee shall cease to exist or to be a qualified organization under § 170(h) of the Code, as amended, or to be authorized to acquire and hold conservation easements under the statutes of the Commonwealth of Massachusetts, and a prior assignment is not made pursuant to Paragraph H, then Grantee's rights and obligations under this Conservation Restriction shall vest in such organization as a court of competent jurisdiction shall direct pursuant to the applicable Massachusetts law (i.e., in accordance with the cy pres or other appropriate doctrine) and with due regard to the requirements for an assignment pursuant to Paragraph H.
6. Severability. If any provision of this Conservation Restriction shall to any extent be held invalid, the remainder shall not be affected.
7. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Restriction and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Restriction, all of which are merged herein.
8. Effective Date. This Conservation Restriction shall be effective only when Grantor and Grantee have executed it and the administrative approvals required by § 32 of Chapter 184 of the MGL have been obtained, and it has been recorded, or if registered land, it has been registered.

9. Timely Recordation. Grantee shall record this instrument in timely fashion in the official records of the Plymouth County Registry of Deeds.
10. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
11. Pre-existing Rights of the Public. Approval of this Conservation Restriction pursuant to MGL Chapter 184, § 32 by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

At a meeting held on _____, 2013, the Wankinquoah Rod and Gun Club, Inc. voted to authorize the conveyance of the above Conservation Restriction which is executed under seal this ____ day of _____, 2013.

WANKINQUOAH ROD AND GUN CLUB, INC.

By: _____
Roland Murphy, President

By: _____
Howard Perkins, Treasurer

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF _____)

On this ____ day of _____, 2013, before me, the undersigned notary public, personally appeared the above signed members of the Wankinquoah Rod and Gun Club, Inc., proved to me through satisfactory evidence of identification, which was _____, to be the people whose names are signed on the preceding or attached document, and acknowledged to me that they were duly authorized and signed it voluntarily for its stated purpose as _____ of the Wankinquoah Rod and Gun Club, Inc.

Notary Public for Massachusetts
My Commission Expires: _____

ACCEPTANCE OF GRANT

At a meeting held on April 16, 2013, the Buzzards Bay Coalition, Inc. voted to authorize the acceptance of the above Conservation Restriction which is accepted this _____ day of _____, 2013.

BUZZARDS BAY COALITION, INC.

By: _____
Mark Rasmussen, President, and not individually

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF _____)

On this ____ day of _____, 2013, before me, the undersigned notary public, personally appeared Mark Rasmussen, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he were duly authorized signed it voluntarily for its stated purpose as the President of Buzzards Bay Coalition, Inc.

Notary Public for Massachusetts
My Commission Expires: _____

APPROVAL OF SELECTMEN

We, the undersigned, being a majority of the Board of Selectmen of the Town of Middleborough, Massachusetts, hereby certify that at a public meeting duly held on _____, 2013, the Selectmen voted to approve the foregoing Conservation Restriction granted by the Wankinquoah Road and Gun Club, Inc. to Buzzards Bay Coalition, Inc., pursuant to MGL Chapter 184, § 32.

TOWN OF MIDDLEBOROUGH
BOARD OF SELECTMEN

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF _____

On this ____ day of _____, 2012, before me, the undersigned notary public, personally appeared the above members of the Town of Middleborough Board of Selectmen, proved to me through satisfactory evidence of identification, which was _____, to be the people whose names are signed on the preceding or attached document, and acknowledged to me that they were duly authorized and signed it voluntarily for its stated purpose as a majority of the Board of Selectmen of the Town of Middleborough, Massachusetts.

Notary Public for Massachusetts
My Commission Expires: _____

APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS

The undersigned, Secretary of the Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction granted by the Wankinquoah Rod and Gun Club, Inc. to Buzzards Bay Coalition, Inc., has been approved in the public interest pursuant to MGL Chapter 184, § 32.

Date: _____, 2013

Richard K. Sullivan, Jr.
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF _____)

On this ____ day of _____, 2013, before me, the undersigned notary public, personally appeared Richard J. Sullivan, Jr., 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 was duly authorized and signed it voluntarily for its stated purpose as the Secretary of Energy and Environmental Affairs for the Commonwealth of Massachusetts.

Notary Public for Massachusetts
My Commission Expires: _____

Exhibit "A"

Legal Description
(to be drafted)

Legal description continued
(to be drafted)

Exhibit B



Exhibit "C"

Map of Excluded Area

To be added