

HEARINGS, MEETINGS, LICENSES
1-11-10

ERNESTO CATARROTTA
MILLER ST.

Addendum D

12-22-2009 COPY
Heritage / DEP
Revisions 3

~~MAKE ALL CHANGES USING THE TRACK CHANGES FUNCTION OF MS WORD~~

TNC edits as of December 21, 2009

[EOEEA, put date of draft and number of pages; leave date off of final executed copy]

CONSERVATION RESTRICTION

This DEED OF CONSERVATION RESTRICTION made this ___ day of January, 2010.

The TOWN OF MIDDLEBOROUGH, a Massachusetts municipal corporation, with a principal place of business at 10 Nickerson Avenue, Middleborough, MA 02346, acting through its Board of Selectmen, being the sole owner, its successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, for consideration paid, hereby grant to THE NATURE CONSERVANCY, a non-profit corporation incorporated under the laws of the District of Columbia as a tax exempt public charity under Section 501(c)(3) and 509(a)(1) of the Internal Revenue Code, and having its headquarters at 4245 North Fairfax Drive, Arlington, Virginia 22203 and a local address at 205 Portland Street, Suite 400, Boston, Massachusetts 02114, its permitted successors and assigns ("Grantee"), in perpetuity and exclusively for conservation purposes, with QUITCLAIM COVENANTS, the following Conservation Restriction on a parcel of land located in the Town of Middleborough, Massachusetts constituting approximately 88 acres, and more particularly described in *Exhibit A* and attached plan/sketch plan ("Premises"). For Grantor's title see a deed from the Woodland Realty Trust to the Town of Middleborough, recorded herewith..

Grantee acquires this Conservation Restriction for the protection of rare species and natural resources subject to the approval of the Department of Fish and Game, Natural Heritage and Endangered Species Program and subject to the approval of the Secretary of Energy and Environmental Affairs pursuant to Massachusetts General Laws Chapter 184, Section 32.

WHEREAS, the Grantee, is a non-profit corporation incorporated under the laws of the District of Columbia as a tax exempt public charity under Section 501(c)(3) and 509(a)(1) of the Internal Revenue Code, qualified under section 170(h) of the Internal Revenue Code to receive qualified conservation contributions, whose purpose is to preserve natural areas for scientific, charitable, educational and aesthetic purposes; and

WHEREAS the Premises has ecological, scientific, educational and aesthetic value in its present state as a natural area which has not been subject to development or exploitation; and

WHEREAS, this Conservation Restriction will promote and provide for the perpetual protection of ground- and surface-water and of water quality in Black Brook, the primary tributary system to the Assawompset Ponds Complex; and

WHEREAS, the Premises is a significant natural area which qualifies as a "relatively natural habitat of fish, wildlife, or plants, or similar ecosystem," as that phrase is used in P.L. 96-541, 26 USC 170(h)(4)(A)(ii), as amended, and in regulations promulgated thereunder; and

WHEREAS, the Premises possesses significant ecological, wildlife, scientific, natural, scenic, aesthetic, educational and open space values (collectively, "conservation values") which reflect the unique character of the Town of Middleborough and are of great importance to the Grantee and to the people of Commonwealth of Massachusetts; and

WHEREAS, the Premises supports populations of several species listed by the Commonwealth of Massachusetts' Natural Heritage and Endangered Species Program as endangered, threatened, or of special concern, and the Premises may have rangewide significance for the conservation of some of these species;

WHEREAS, the Grantee's acquisition of this Conservation Restriction is funded in part through the partnership between the Grantee and the Department of Fish and Game ("Department" or "DFG") and its Division of Fisheries and Wildlife, acting by and through its Natural Heritage & Endangered Species Program ("Division"), pursuant to which Grantee is using funds from one or more off-site mitigation payments made by permittee(s) as a condition of a Conservation and Management Permit issued by the Division pursuant to M.G.L. c. 131A, the Massachusetts Endangered Species Act ("MESA"), and the Division's MESA regulations at 321 CMR 10.00;

WHEREAS, the public shall enjoy access to the premises for passive recreation;

WHEREAS, 750 feet of frontage on Black Brook will be protected;

WHEREAS, the Middleborough Town Meeting, on October 5, 2009, acting on Article 14 of the 2009 Special Town Meeting Warrant, voted to appropriate funds to purchase the fee interest of the Premises for protection of public water supplies with the consent of the Massachusetts Department of Environmental Protection pursuant to Massachusetts General Laws Chapter 40, Section 41; and, to grant, this Conservation Restriction.

WHEREAS, forest management activities may be carried out on the Premises pursuant to Section II. B. and Exhibit C, where sustainable forestry management:

- supports conservation of biological diversity and ecological functions;
- incorporates measures to assure maintenance or enhancement of ecologically valuable multiple benefits accruing from the forest, such as forested wetlands, standing snags and the like;
- supports long-term productivity for timber and non-timber forest resources;
- assures prevention or minimization of the adverse environmental impacts from forest use;
- is based on effective forest management planning;
- incorporates active monitoring and assessment of managed forest land; and
- provides for the continued presence and health of critical forest features and characteristics, and other critical natural habitats, affected by management activities in the surrounding landscape,

(hereinafter "Sustainable Forestry Management.")

NOW, Therefore, the Grantor covenants for itself, its heirs, devisees, legal representatives, successors and assigns, that the Premises will at all times be held, used, conveyed subject to, and not used in violation of the Conservation Restrictions in Sections II and III below. Any change of use of the land under this Conservation Restriction must be permitted by the Grantee, the Massachusetts Department of Environmental Protection, DFG and the Division, and the Secretary of Energy and Environmental Affairs

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. The Premises and their general vicinity have been delineated by the Division as BioMap Core Habitat. BioMap Core Habitats are those areas of the Commonwealth of Massachusetts which, if protected, will conserve rare species and exemplary natural communities for the future.
- 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.

The Premises are adjacent or in close proximity to 226 acres of land owned by the City of New Bedford and 98 acres of land owned by the Town of Middleborough along Black Brook, the largest tributary to the Assawompset Ponds Complex. The Nature Conservancy jointly holds conservation restrictions with the municipalities on the abutting properties. DFG owns an additional 300 acres of land along the Black Brook corridor.

- 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 88 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. **Flood Plain Protection.** A portion of the Premises lies within the 100-year floodplain of the Black Brook. The protection of this floodplain will ensure the continued availability of this flood storage during major storm events.
- E. **Water Quality Protection.** Preserving the natural, undisturbed environment will provide for groundwater recharge and protect wetland and water resource areas, including Black Brook, that are critical for Middleborough, Taunton, New Bedford, and other nearby communities.
- F. **Furtherance of Government Policy.** Protection of the Premises furthers the Town of Middleborough 2009 Open Space and Recreation Plan including the following goals and objectives from Section 8:
 - Identify and prioritize parcels critical to the protection of Middleborough's and the region's water resources protection / acquisition including riparian zones and adjacent watersheds.
 - Initiate critical land protection and recreational opportunities on a regional level including the City of New Bedford, adjoining towns, and non profit organizations such as the Taunton River Watershed Alliance, Inc.
 - Preserve the rural character of the community by acquiring and protecting agricultural land, open space, scenic roads and vistas, and local villages.
 - Protect and maintain the abundant diversity of natural and rare habitats in Middleborough.
- G. **MESA.** Protection of the Premises will benefit the Eastern Box Turtle, which at the time of the granting of this Conservation Restriction is listed as a "Species of Special Concern" pursuant to MESA and the MESA regulations.

These conservation values of the Premises and public benefits of this Conservation Restriction are described in more detail in the Baseline Documentation Report to be completed prior to the date of the grant of this conservation easement, to be signed by the Grantor and Grantee, and 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 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, septic system or outhouse, tennis court, ball field, partial or complete golf course, landing strip or heliport, mobile home, swimming pool or swimming hole, dock, artificial water impoundment, indoor riding ring, asphalt, concrete, or other impervious pavement, driveway, parking area, roadway, barrier, gate, fence, wall, dam, bridge, culvert, underground or above ground tank, permanent lighting, sign, billboard or other advertising display, antenna, utility pole, telecommunications device, 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. No herbicides, or pesticides as defined by the Federal Insecticide, Fungicide and Rodenticide Act of 1947, as amended, shall be transported, used, stored, or applied in any manner or to any extent on, above or below the Premises.
9. No toxic or hazardous substances, material or wastes, shall be transported, used, stored, applied or disposed of in any manner or to any extent on, above or below, nor transported over or through the Premises.
10. Commercial or and all but de minimis commercial recreational use.
11. Planting or release of any species of plant, fungus or animal.
12. Agricultural, animal husbandry, and animal breeding activities including without limitation raising row crops, clearing or maintaining hay fields, keeping or pasturage of livestock, kenneling of dogs, and the like.
13. Conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), and no portion of the Premises may be used towards further building or development requirements on this or any other parcel.

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

Paragraph A, above, notwithstanding, 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. Fishing, boating, hiking, cross-country skiing, horseback riding, except within 100 feet of the bank of a surface water source or tributary and subject to the prior written approval of the Division, and other non-motorized outdoor recreational activities that do not materially alter the landscape, or do not degrade environmental quality;
2. Woodland & Vegetation Management. With the prior written permission of the Grantee 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, stone walls, fence lines and trails;
3. Forestry Management. The right to manage the forest for timber, maple sugar and other related forest products, together with the related use of motorized vehicles, for private or commercial purposes, provided that such

- activities are conducted in a manner consistent with Sustainable Forestry Management, as defined herein, with the Purposes of this Conservation Restriction, and in accordance with the terms of the Forestry Standards, attached hereto as Exhibit C, and under a Management Plan as defined therein and further provided that a review of any and all cutting plans by the Division finds that the proposed activity is consistent with protection of habitat for the Eastern Box Turtle.
4. Non-native flora. With the written permission of the Grantee, the removal of non-native or invasive flora and interplanting of indigenous species;
 5. 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;
 6. Wildlife Management. With the written permission of the Grantee and the 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, (re)introduction of native flora and fauna, research, modification of soils, and prescribed burning of vegetation;
 7. Limited Use of Motorized Vehicles. The use of: motorized wheelchairs; motorized vehicles as necessary for police, fire, ambulance or other emergency personnel or governmental agents in the performance of their official duties; motorized vehicles used by Grantees for proper inspection of the Premises as provided in the Other Provisions, Section (IV) below; motorized vehicles and equipment used by Grantor or its employees and contractors as necessary for the purpose of upkeep and maintenance of the Premises or to conduct approved ecological management, forestry, and other expressly permitted and approved uses of the Premises; and motorized vehicles for the Grantor and the public on designated access ways and use any parking areas established on the Premises in accordance with the terms of this Conservation Restriction;
 8. Archaeological Research. Conducting archaeological investigations and activities, including, without limitation, surveys, excavation and artifact retrieval, under the direction of a qualified organization or person, following submission of an archaeological field investigation plan and its approval by the State Archaeologist of the Massachusetts Historical Commission, in accordance with G. L. c. 9, §27, and in accordance with Massachusetts Regulations at 950 CMR 70.00 and provided that any excavations are subject to the prior written approval of the Division;
 9. New Ways and Parking. The maintenance and use or discontinuance of existing unpaved woods roads and the construction, relocation, replacement and repair or discontinuance of new unpaved woods roads for forestry purposes with a travel surface not to exceed twenty (20) feet in width, so long as such roads are located, designed and constructed in a manner that will minimize negative impacts on the conservation and recreational purposes of this Conservation Restriction, including endangered species habitat, and are in accordance with the approved Forest Management Plan and Forest Cutting Plan, and forestry best management practices ("Forestry BMPs"). Any new woods roads or new parking areas shall be subject to the prior written approval of the Division. The Management Plan must demonstrate (1) that the road improvements are necessary to provide reasonable forest management access to the Premises, (2) that the system of existing woods roads is not adequate, and (3) that such improvements do not materially impair the purposes of this Conservation Restriction. Notice to and approval of the Grantee shall be deemed granted for the construction of new woods roads if such roads are contained in the Forest Cutting Plan or Management Plan submitted to and approved by the Massachusetts Department of Conservation and Recreation, Bureau of Forestry. Upon the discontinuance or any existing or new unpaved woods roads, Grantor shall restore the roadbed, bridges, culverts and any disturbed abutting areas to a natural state with even contour and in such a manner so as not to cause erosion, in order that re-forestation and vegetation may naturally occur. Such reclamation of wood roads shall be in accordance with Forestry BMPs and the Management Plan. The construction, maintenance and use of an unpaved parking area suitable for five vehicles as referenced in Section IV below and as shown of the Baseline Documentation Report.
 10. Herbicides and Pesticides. The application of herbicides, insecticides, fungicides or rodenticides to support

Permitted Uses, provided that such application is designed to affect only the targeted species and is narrowly and minimally applied only as necessary, and does not adversely affect the water supply and natural resources protection purpose of this Conservation Restriction, that such application is in full compliance with all applicable laws and permit requirements, and provided that herbicides and pesticides are not stored on the Premises;

11. 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," "public water supply," or other similar signs with the approval of the Grantee.
12. Hunting, Trapping and Fishing: Hunting, trapping and fishing are permitted on the premises subject to all applicable laws, bylaws, regulations and authorities.

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 the Division is required under the provisions of paragraphs A or B, Grantor shall notify Grantee, DEP, and/or the 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, and any other material aspect of the proposed activity in sufficient detail to permit the Grantee, and/or the Division to make an informed judgment as to its consistency with the purposes and intent of this Conservation Restriction. Where Grantee's and/or the Division's approval is required, Grantee and/or the 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 the Division to respond in writing within 60 days shall be deemed to constitute approval by Grantee and/or the 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.

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, at its sole discretion, determines that the 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 reasonable discretion, determines that immediate legal or other action is necessary to protect the Premises against injury or harm caused by a breach of this Conservation Restriction, and that the Grantee is not taking sufficient action to enforce the terms hereof, the Division shall not be obligated to provide such notice or 30-day Grantee response time period, and the Division may immediately take whatever legal and other action it deems necessary or appropriate to protect the resources on the Premises.

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 or any injury or damage to the premises caused by a third party. 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. RIGHT OF ACCESS; MANAGEMENT; INSPECTION.

A. The Conservation Restriction hereby conveyed includes the grant of the right to Grantees to enter upon the Premises and to permit the public to enter upon the Premises to use designated ways and trails thereon for the purposes set forth below.

The general public may use designated trails on the Premises only for purposes consistent with conservation and passive recreation. For the purposes of this Conservation Restriction, "passive recreation" shall mean any activity of quiet enjoyment that can be casually performed outdoors with minimum disturbance of an area's natural condition. Passive recreation includes, but is not strictly limited to, hiking, picnicking, horseback riding, nature study, cross country skiing, and jogging. Development of recreational facilities is limited to walking trails, trailhead and trail signage, benches, one unpaved parking area suitable for five vehicles, and one unenclosed informational kiosk. Any recreational facilities proposed by the Grantor must receive prior written approval by the Division.

The right of access and use provided for herein shall not interfere with implementation of a Forest Stewardship Plan or cutting plan approved by the Grantee. To prevent interference with implementation of either of said plans, Grantor shall notify Grantee thirty (30) days in advance of initiation of commercial harvesting of forest products on the Premises and Grantee shall, through the terms of said plan(s) or otherwise, make provision for posting notice of such activities near or within the area affected by said plan(s) and, if appropriate, restricting access of the public to the affected area for a period of time reasonably required to prevent injury to persons or property.

This Conservation Restriction also includes the grant of the right to Grantee, its successors and assigns, to enter upon the Premises in a reasonable manner and at reasonable times for the purpose of inspecting the Premises to determine compliance with the terms of this Conservation Restriction. In the event of any violation, Grantee must notify Grantor thereof and request Grantor to remedy such violation. If the violation is not remedied within a reasonable time, Grantee may enter upon the Premises in order to remedy or abate such violation, in which event, the Grantor, its successors and assigns, covenants and agrees to reimburse the Grantee for all reasonable costs and expenses incurred by Grantee in remedying or abating any violation of this Conservation Restriction, including attorneys fees. Grantor, its successors and assigns, shall be required to reimburse Grantee solely for violations that occur during its respective periods of ownership. The provisions of this paragraph shall not preclude any other remedies available at law or in equity.

The Grantees and their representatives, may enter the Premises in its entirety at any time for the purposes of inspecting the same to determine compliance with the provisions of this Conservation Restriction or 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 or abate any violation.

The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right, but not the obligation, to conduct research on the Premises and to, monitor and manage for the condition and continued survival and quality of rare plant and animal populations, terrestrial and aquatic natural systems, forest ecosystems, and natural habitats on and beyond the Premises, including, without limitation, rare species and natural community management. Such activities may include, without limitation, the removal of exotic species, trapping, vegetation management and removal, use of biocides, and other management activities in accordance with Grantee's management policies and practices and with prior written notice to the Grantor.

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 conveyance of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee. Because the Grantor and Grantee utilized multiple sources to fund this project, the proceeds shall be divided according to the percentage of funds contributed by each source. The following proportionate values shall remain constant over time: the Division, 34.5%; Town of Middleborough, 55.5%; and The Nature Conservancy, 10%.

Comment [dm1]: Recalculate these based on final purchase price.

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 the proportionate values established in Paragraph B above. 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 its 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 its 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 only for violations of this Conservation Restriction occurring during its 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 intend 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 Grantee 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: Town of Middleborough
Town Manager, Board of Selectmen, and Conservation Commission
10 Nickerson Avenue
Middleborough, MA 02346

To Grantee: The Nature Conservancy
Director
205 Portland Street, Suite 400
Boston, MA 02114

To Division: Massachusetts Department of Fish & Game
Natural Heritage and Endangered Species Program
Director
1 Rabbit Hill Road
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. APPROVALS. Approval by the Massachusetts Department of Environmental Protection and the Division is required before Grantee can transfer any interest in this Conservation Restriction to a different ownership or control, or before terms of the Conservation Restriction are amended to allow different uses.

C. 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 Premises.

XV. ATTACHMENTS

- Exhibit A Property Description
- Exhibit B Sketch Plans showing area to be protected subject to Conservation Restriction with area(s) labeled at "Conservation Restriction Area"
- Exhibit C Forestry Standards

GRANTING OF CONSERVATION RESTRICTION

Town of Middleborough

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 who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

SEAL

Notary Public

My commission expires: _____

ACCEPTANCE OF GRANT

The undersigned Director of the Massachusetts Chapter of The Nature Conservancy hereby accepts the foregoing Conservation Restriction from the Town of Middleborough pursuant to Massachusetts General Laws, Chapter 40, Section 41, and Chapter 184, Section 32.

Wayne A. Klockner
Massachusetts State Director

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss. _____, 2010.

Then personally appeared, Wayne A. Klockner, Director of the Massachusetts Chapter of The Nature Conservancy, and proved to me through satisfactory evidence of identification, which was personal knowledge of identity, to be the person whose name is signed on the document and acknowledged the foregoing instrument to be the free act and deed of The Nature Conservancy.

APPROVAL OF BOARD OF SELECTMEN

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

Town of Middleborough

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 who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

SEAL

Notary Public

My commission expires: _____

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 from the Town of Middleborough to the Nature Conservancy 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 Nature Conservancy by the Town of Middleborough acting through its Conservation Commission is acknowledged this _____ day of _____, 2010. The MA Division of Fisheries and Wildlife (DFW) acknowledges and accepts the rights and obligations of the Division set forth herein.

~~Wayne MacCallum, Director or Jack Bucken~~

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: _____

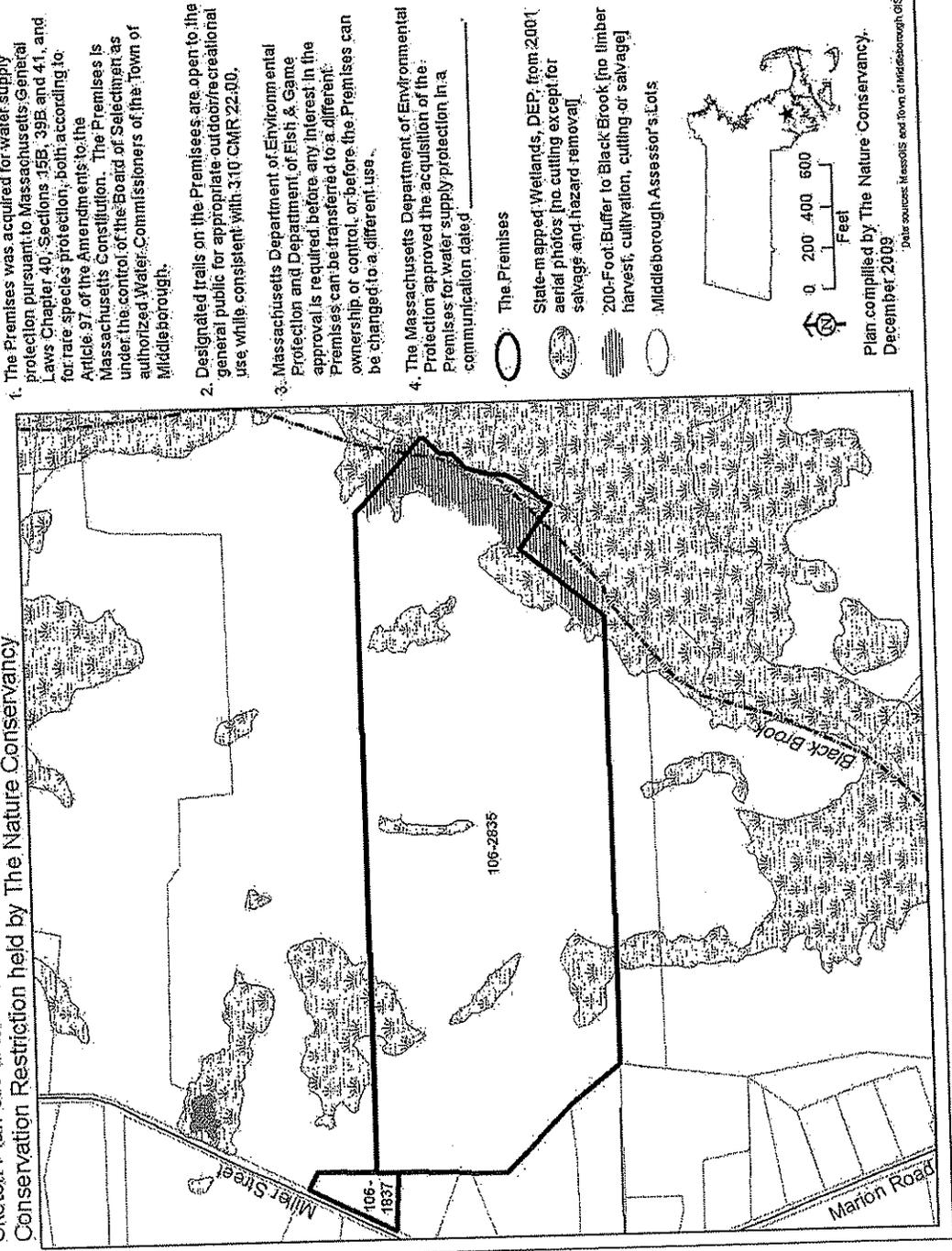
EXHIBIT A

Said Conservation Restriction covers the entirety of three tracts of undeveloped land in the Town of Middleborough, Plymouth County, Massachusetts, located on Miller Street and shown on the Middleborough Assessors Maps as Map 106, Lot 1837; and Map 106, Lot 2835; and Map 106, Lot 3729 together constituting approximately 88 acres, more or less, and described in a deed recorded at the Plymouth County Registry of Deeds in Book 21954, Pages 209 - 210.

The three tracts that constitute the Premises are shown on the Sketch Plan attached hereto as Exhibit B.

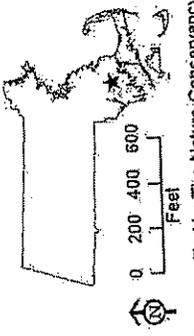
For Grantor's title, see a deed recorded in Book _____, Page _____ at the Plymouth County Registry of Deeds.

Sketch Plan of Premises: Land of Town of Middleborough subject to a Conservation Restriction held by The Nature Conservancy



1. The Premises was acquired for water supply protection pursuant to Massachusetts General Laws Chapter 40, Sections 15B, 39B and 41, and for rare species protection, both according to Article 97 of the Amendments to the Massachusetts Constitution. The Premises is under the control of the Board of Selectmen as authorized Water Commissioners of the Town of Middleborough.
2. Designated trails on the Premises are open to the general public for appropriate outdoor/recreational use which is consistent with 310 CMR 22.00.
3. Massachusetts Department of Environmental Protection and Department of Fish & Game approval is required before any interest in the Premises can be transferred to a different ownership or control, or before the Premises can be changed to a different use.
4. The Massachusetts Department of Environmental Protection approved the acquisition of the Premises for water supply protection in a communication dated _____.

-  The Premises
-  State-mapped Wetlands, DEP, from 2001 aerial photos (no cutting except for salvage and hazard removal)
-  200-Foot Buffer to Black Brook (no timber harvest, cultivation, cutting or salvage)
-  Middleborough Assessor's Lots



Plan compiled by The Nature Conservancy, December 2009.
Data sources: MASSGIS and Town of Middleborough GIS

EXHIBIT C
Forestry Standards

Any and all forestry management activities carried out on the Premises shall be conducted in full compliance with the following standards.

1. All forest management activities, including any removal, destruction, alteration, or addition of living or dead vegetation, shall be carried out in accordance with a written Management Plan as defined in Section 8, below and may only occur after the acceptance, in writing, of such a plan by Grantor and Grantee, such acceptance not to be unreasonably withheld.
2. All forest management activities shall be carried out in accordance with all required and recommended practices in the Massachusetts Forestry Best Management Practices Manual (Kittredge & Parker, 1999) ("BMP manual") or such successor document(s) as become available from time to time provided they are agreed to in writing by both Grantor and Grantee.
3. Any timber harvest of more than five thousand board feet or more than ten cords of firewood within any 18 month period may only be conducted under a Forest Cutting Plan approved by the MA Department of Conservation & Recreation, in addition to any other reviews or approvals required by regulation.
4. There shall be no highgrading or liquidation logging. The term "highgrading" means the removal of the most commercially valuable trees, leaving residual stands composed of trees of poor condition or species composition, through which the forest may become depleted over time of the best genetic growing stock. The term "liquidation logging" means removal of most or all trees having commercial value.
5. There shall be no Christmas tree farming, nursery operations or other types of plantation forestry conducted on the Property. The term "plantation" or "plantation forestry" shall mean a forest stand comprised primarily of one or a few tree species which have been planted or seeded.
6. The Grantor may repair or reconstruct existing logging roads and skid trails necessary for forestry management with the written approval of the Grantee, provided that Grantor shall describe all such roads and associated improvements in the Management Plan described in Section 8, below. Such improvements shall only be constructed if Grantor demonstrates that:
 - a. such maintenance is consistent with the Purposes of this Conservation Restriction;
 - b. road improvements are necessary to provide reasonable access to the Premises for forestry and the system of existing maintained roads is not adequate; and
 - c. any such road improvements do not significantly impair surface water quality, recreational benefits to the public, wildlife habitat, rare species, exemplary natural communities, and the biodiversity conservation values or interests of the Premises.
7. No less than 30 days prior to any harvest activity Grantor shall notify Grantee of such planned harvest and shall provide Grantee with a signed statement that the Forest Cutting Plan is consistent with the Conservation Restriction and the Management Plan and copies of applicable Forest Cutting Plans and other pertinent documents.
8. The Management Plan referenced in section 1, above, shall govern all forest management activities on the Premises and no such activities may occur until a Management Plan has been accepted by both Grantor and Grantee.
 - a. Grantor shall prepare a Management Plan and submit it to Grantee for review and approval prior to engaging in any land management activities on the Premises. Grantor or Grantee may initiate a discussion of Management Plan revisions from time to time, however the previous approved Management Plan shall remain in effect until such time as both parties agree to and sign a replacement Management Plan.
 - b. All aspects of the Management Plan shall be prepared by a professional forester, licensed by the state of Massachusetts.

- c. The Management Plan may be a Massachusetts Forest Stewardship Plan and shall, at a minimum, include the following:
- i. Grantor's forest management objectives;
 - ii. Forest stand descriptions with detailed descriptions and locations shown on a USGS topographic or similar map;
 - iii. Descriptions and mapped locations of the units into which the Premises will be divided by the Grantor for management purposes;
 - iv. Descriptions and mapped locations of existing roads and skid trails, including construction details such as water bars and other erosion control methods;
 - v. Description and mapped locations of the natural features of the Premises, including land cover, known occurrences of exemplary natural communities and significant wildlife habitat, topography, soils, unusual geological features, wetlands, streams, ponds, vernal pools, rare species habitats, and natural communities of conservation concern;
 - vi. Description of stand management history; occurrences of disease insect infestation, fires and storm effects based on best available knowledge; and
 - vii. Demonstration that the forestry management activities in the Management Plan are compatible with Eastern Box Turtle conservation.
- d. The Management Plan shall take into consideration the Purposes and all other terms of this Conservation Restriction and shall, at a minimum, include the following as objectives of the Management Plan:
- i. Maintaining existing forest ecosystem functions;
 - ii. Maintaining or enhancing native wildlife habitat;
 - iii. Managing in a landscape context, taking into account the conditions on surrounding lands;
 - iv. Regular monitoring of forest health conditions, including determining the presence of insects, disease and damaging human-caused disturbance; and
 - v. Leaving slash (as defined in M.G.L. Ch. 48, § 16) and dead trees on the Premises, unless they are a safety hazard to foresters or loggers or are being used for another purpose (e.g. firewood).

9. The Grantor may contract with private, licensed foresters and loggers to conduct periodic timber harvests on the Premises provided that all activities conform to the provisions outlined in the Management Plan in Section 8, above.



Town of Middleborough Permanent Cable Committee

December 16, 2009

TO: Board of Selectmen

Subject: Comcast Franchise

Honorable Board Members

The Permanent Cable Committee request the Board of Selectmen schedule a public hearing on the Monday January 11, 2010 at 7pm for the purpose of accepting or rejecting or both the Comcast 10 year franchise renewal.

The committee also would recommend that a member(s) of the Board of Selectmen meet with the committee on this prior to the public hearing to review the options available for the hearing. The committee is posted to meet, Tuesday 12/28/2009 & 1/5/2010 at 7pm in the IT office Town Hall

We appreciate your assistance and support on this matter.

Roger Brunelle
Permanent Cable Committee member

CC. Email distribution list

This has been a tough negotiation with Comcast represented by **Mary O'Keefe**, Manager of Government and Community Relations. We have been meeting since December 2008, due to Mary O'Keefe's schedule, we have negotiating an informal draft license and we are closing in on the final version of a new license with Comcast.

First, the Board of Selectmen needs to reject the initial draft proposal of the license that Comcast sent to us back in **July 31, 2008**, due to it not being the best interest of the Town of Middleborough. The Permanent Cable Committee voted on January 5, 2010 to recommend that the Board of Selectmen reject this proposal.

On September 14, 2009 Comcast sent the Board of Selectmen (the Issuing Authority), a letter of **formal request** on the their initial proposal submitted on **July 31, 2008**, as required, four months prior to the expiration of the license pursuant to Federal Law 47 USC 546. After reviewing the **formal request** with Mr. Treano, Town Counsel and Michael Mael, State Department of Telecommunications and Cable representative on how we can continue negotiations during this **formal request**. Mr. Mael outlined how we could finish the informal draft license prior to January 13, 2010, which is the final date of the Comcast license. We have been meeting every week since October 20, 2009, trying to accomplish that outlined goal. But we need to still finish the informal draft license, which is very close to completion. **Comcast will continue to broadcast Middleborough's present lineup, including PEG access until a new license is signed.**

Second, the Board of Selectmen needs to direct the Permanent Cable Committee to continue negotiations with Comcast to finalize a license that would be in the best interest of the Town of Middleborough. After a new license is signed, Middleborough will receive 64% of the equipment that is presently in the studio at

Comcast, for its future use by Middleborough. Adam Pelletier, Television Production/AV coordinator from the School Department has made his request for some of this equipment (see Adam's letter to the Permanent Cable Committee).



John T. Nichols, Jr. Middle School

112 Tiger Drive Middleboro, MA 02346

Phone (508) 946-2020 Ext. 198 Fax (508) 946-8862

December 22, 2009

Robert W. Silva, Chairman of Permanent Cable Committee
41 Nestlenook Drive
Middleborough, MA 02346

Dear Robert,

Thank you for making this equipment available. We have circled several items that will directly benefit the Middleborough Public Schools AV department. Some items will help replace existing equipment in need of repair, while other items will provide additional resources and hands-on opportunities for students to continue to develop their skills. I understand that this process will take up to two years from the signing of the Comcast contract. Thanks again and please contact me at 508-958-7148 with any questions.

Sincerely,

Adam Pelletier
Television Production/AV coordinator

Cc: Dr. Robert Sullivan

Enclosed: Selections from Comcast equipment list

Middleborough Studio Equipment

Qty.	Manufacturer	Model	Description
1	✓ Echolab	MVS5COMP	Switcher
1	✓ Mackie	1604VLZ	16 Input Audio Mixer
1	Compix	LCG4000rs	CG System Windows 2000
1	NEC	Fe700	17" Computer Monitor
2	Sony	PMV14M2U	14" Video Monitor
1	Videotek	TSM-51	Waveform
1	Videotek	VSM61	Vectorscope
2	Panasonic	WV-BM990	2-Bay BW Video Monitor
1	Panasonic	WV-BM503	Triple BW Video Monitor
3	✓ Panasonic	AG-DS555	SVHS VCR
1	Panasonic	Ag-A850	A/B Edit Controller
1	Optimus	CD-1750	CD Player
1	Panasonic	CT1386Y	13" Video Monitor
1	BGH Syst.	85E	Amplifier
1	For.A	FA300	Time Base Corrector
2	Panasonic	BTS901Y	Color Video Monitor
1	Panasonic	WJ225R	Video Switcher
1	Sony	CCU-m5	Video Switcher
1	Sony	CCU-m5A	Camera Control Unit
1	Sony	CCU-m5A	Camera Control Unit
1	Sony	SVO-9600	VCR
1	MagiBox	VIP3	Remote CG System
1	Compaq Deskpro	866/128	For CG/Leightronix
1	NEC	NEC FE700	17" computer monitor
10	✓ Panasonic	AG-1330	VCR w/interface
1	Panasonic	CT1387VY	Monitor/Receiver
1	✓ Cadco	360HL	Modulator
1	✓ Cadco	360HI	Modulator
1	Technics	SA0EX140	stereo/receiver
1	FM Systems	ALM771	Audio Level Control
1	FM Systems	ALM771	Audio Level Control
1	FM Systems	VM771	Video Level Control
1	FM Systems	VM771	Video Level Control
1	Sony	VP7000	3/4" deck
1	✓ Panasonic	AG-DV2000	DV deck
1	Lelch	DPS235	Time Base Corrector
1	Lelch	DPS235	Time Base Corrector
1	✓ Leightronix	Pro-16	Leightronix
1	✓ Panasonic	DVD-S29	DVD Player
1	✓ Panasonic	DVD-S29	DVD Player
1	Sony	DXC-327	Camera with CCUM5
1	Sony	DXC-327	Camera with CCUM5
1	Sony	DXC-327A	Camera with CCUM5
1	Fuji	SRD-92B	Zoom/Focus control kit
2	✓ Canon	01408A	Zoom/Focus control kit
3	Bogen	3068	Studio Tripod
2	Bogen	3198	Dolly
1	Bogen	3067	Dolly
3	Arri	531600	650W-Plus Fresnel
1	✓ Clearcom	565010	Headset
1	✓ Clearcom	565009	Headset
1	✓ Clearcom	565005	Headset
1	✓ Clearcom	565004	Headset
3	Strand Century	NA	1 KW Floodlamp
5	Fresnelite	NA	2 KW floodlamps

2	Bogen	3063 & 3046	Tripod
2	Atlas Sound	N/A	Floor Mic Stands
2	Sony	DXF-41	Electronic Viewfinder
1	Sony	DXF-50B	Electronic Viewfinder
1	Panasonic	BT-S1300	Color Video Monitor
1	Media100i/lx	100i/LX/DV	Non-linear w/DV (software)
1	Apple	M8360LL/A	G4 computer
2*	LaCie	300100	EXT SCSI HD
2	LaCie	104024	19" Electron Blue Monitors
1	Roland	ma-8	Speakers
1	Mackie	1202VLZPRO	Audio Mixer
1	Panasonic	AG-DS555	SVHS Edit Recorder
1	Panasonic	AG-DV2000	DVD Player/Recorder
1	Sony	PMV 14M2U	14" Color Monitor
1	Canon	F917000	Flatbed Scanner
1	LaCie	300791U	300 GB External HD
1	Plextor	PX-708UF	DVD/CD Rewritable Drive
1	APC	SUT000RM2U	Smart Ups 1000
1	Panasonic	AG-A850	A/B Edit Controller
3	Panasonic	AG-DS555	SVHS VCR
1	AVS	Manuscript	CG Computer
1	Sony	MX-P21	Audio Mixer
1	Panasonic	WS5500B	Special Effects Generator
2	Sony	PVM-8042q	Portable Color Monitor
1	Sony	PVM-97	B&W Monitor
1	Panasonic	DMRT6070	DVD Recorder
1	Sony	PVM-1341	Portable Color Monitor
5	Panasonic	AG-456U	SVHS Camcorder w/case
3	Canon	GL1	DV Camcorder
4*	Bogen	3063	Tripod
5	BeachTek XLR	DXA-4P	Audio XLR Input for camcorder
1	Lowel	GO-91	Portable Light Kit
2*	Samson	SW8-SL3	Wireless Mic
2	Canon	ZR1000	Zoom Remote Control
1	Shure	FP33	Portable Audio Mixer
1	Sony	CZ200 AUTO	Snpak Video Light
2	Sennheiser	K6/ME66	Shotgun-Microphone
1	Shure	MX412D/C	Desktop Mic
1	Varizoom	Ultimate TFT	On-camera LCD Monitor Kit
1	TFT	CSM - 5634A	On-camera LCD Monitor Kit
1	Shure Electro-	635A	Handheld Mic
3	Sony	ECM-44B	Lavaliere Mics
2	Sony	ECM-30	Lavaliere Mics
3	Panasonic	AG-450	Camcorder w/case
1	NA	NA	25' XLR cable
2	NA	NA	12' XLR cable
2	NA	NA	50' XLR cable
1	Shure	SM58	Handheld Mic
2	Realistic	NA	Mic Stands
1	NA	NA	Table Mic Stand
2	Porta-Brace	PVM 8042Q	Nylon Bags for monitors
1	Shure	MX1BP	Preamplifier
1	Shure	mx391/C	Boundary Mic
1	Optimus	33-3022	Boundary Mic
2	Hi Capacity	BT-S1300	7.2 Volt battery packs for GL1
5	Panasonic	NA	Battery Packs for AG-456
2	NA	WP1223A	Battery Packs for AG-450
9	NA	NA	Various lengths RF cables

1	✓ Shure Electro	na	Dynamic Omni Directional Mic
6	✓ Shure	MX412D/C	Microflex Desktop Microphone
1	Sennheiser	NA	Mic on loan from studio
1	NA	FA-200	Digital Time Base corrector
1	Sylvania	SRC 2419	19" TV/VCR combo
2	Panasonic	BT-S901YN	Color Video Monitor
3	Panasonic	WV-BM500	Black & White Video Monitor
3	Panasonic	WV-CU101	System Controller
1	Videonics	VideoMixer	Digital Video Maker
1	Shure	SCM810	Audio Mixer
1	Audio Technica	ATH-908	Headset
1	Panasonic	AG-5710	Desktop Editor VHS Recorder
1	✓ Radco	M-369	Modulator
2	✓ Mid-Atlantic	PD-915R	UPS
3	Panasonic	NA	Surveillance Style Cameras
1	Mid-Atlantic	196299	Rack Mount
2	✓ NA	NA	Floor Mic Stands
2	✓ NA	NA	50' Mic Cable
1	✓ NA	NA	25' Mic Cable
1	Envision	LT9W661	TV Monitor
1	JVC	C-14830	13" Color TV

131 Total items listed
49 items selected