

*To Jackie*

## Enfield Paranormal Society (E.P.S.)



PROPOSAL FOR INVESTIGATION

*\* No Address  
OR # to  
contact  
them*

To Whom It May Concern:

I represent Enfield Paranormal Society; a team of researchers in the field of paranormal study.

A part of our ongoing research into paranormal phenomena we are coordinating our research efforts on various historical sites and places of suspected activity.

We seek permission for our investigative team to have access for 1 (ONE) evening, which would be after regular business hours in order to conduct the following field investigation:

- DVR system with 4 infrared cameras for simultaneous recording in 4 areas at one time.
- Digital voice recording units, for documentation of our efforts.
- Photography, digital, standard and infrared, for location verification.
- Hand-held electro magnetic field sensing devices, hand-held thermal sensor for temperature verifications, flashlights, batteries, various back-up supplies, as well as notebooks to record the steps as they are being gone through.

Should this investigation take place in the open air; outside of a building or structure on either a public or private property our research will be dependent on clear weather. The investigation will have to be postponed if fog, rain, high winds, snow or other inclement weather occurs on the scheduled date and time of the investigation. We will notify you of any cancellation, and if there is a need to reschedule your permission will again be sought.



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MIDDLEBORO POLICE DEPARTMENT

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Most Honorable Board;

May 23, 2008

I recently sent you a copy of our proposal in regard to the Communications Infrastructure in our Town of Middleborough. The last time I had spoken to then Chairman Brunelle I was not prepared in regard to details relating to a project of this magnitude I was only paving the way for the document. We were just beginning to confront the problem. I hope it came to mind when you received the package and I certainly am prepared now. I have submitted this proposal for funding several times but at this time it does not appear to be a priority for our regional DHS group. I am still searching for an avenue to accomplish this task and am determined to see it through. We have done a lot of back ground work and investigated more than what the document shows. I have clearly shown a regional need and demonstrated the resulting impact of the loss of the site. A Radio Tower and Communications Shelter are vital for our Regional Public Safety needs. We have 7-8 companies that are eager to bid an RFP. I have sent out copies of both the book and DVD to Congressman Frank, Senator Pacheco and our local Representatives seeking there assistance and input. Most Honorable Board, I do hope the need is recognized and we receive assistance in making it happen. I am constantly on line seeking funding; we understand that our town is like many other rural communities in our jurisdiction, we alone can not afford this expense. That is most likely why my efforts have been ignored at all levels. "The sky has not fallen yet", but when it does I will feel secure in knowing our Public Safety Group has done it's best to bring this to the attention of all whom it will impact. If you have any resources to suggest, I certainly will investigate them. We would not bother you or your colleagues over a trivial matter. I have been educating myself on this for a long time and understand the impact upon the stake holders; it will cause a major void in vital public safety communications across all sectors of government. Chief Russell and Lt. Mackiewicz are well aware of the problem and have

supported my efforts. The board also supported this endeavor in a letter dated April 5, 2005. It has been a challenge. We have also been in contact with the Stake Holders (Plymouth County Sheriffs Dept. Sheriff McDonald, F.B.I. Communications Director Michael Petis, and all the others listed in the book) and have attempted to keep them apprised of our activity in response to the difficulty we face together. I do work the Midnight shift, so getting me by phone is difficult. I can be reached best by E-Mail in order to facilitate communications. Lt. Mackiewicz and I can be available at your request to further your knowledge on the problem. Honorable Board, we will appreciate any assistance your Offices can bring to this issue. You are the most knowledgeable in regard to the Water Departments future plans; those plans must include Regional Public Safety Communications. A tour of the current facility would be an eye opener. I have been in contact with Representative Canessa and he has suggested a sit down with our other State Reps., Senator Pacheco and a Representative from Congressman Franks Office. If this is agreeable with the board, or you have a preference for another type of forum please advise.

Sincerely Yours

Sgt. Charles Robichau

Middleborough Police department

99 North Main Street

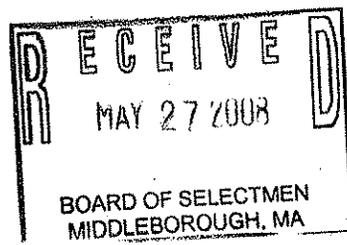
Middleborough, Ma. 02346

charles.robichau@mpdmail.com

Ph: 508-947-1212



Town of Middleborough  
CONSERVATION COMMISSION



MEMORANDUM

**TO:** Board of Selectmen  
**FROM:** Patricia J. Cassady, Conservation Agent *PJC*  
**DATE:** May 22, 2008  
**RE:** Request to be put on the June 16, 2008 Agenda

The Conservation Commission is hereby requesting that they be put on the June 16<sup>th</sup>, 2008 agenda in relation to the Edward Parks Conservation Restriction on Miller Street and the Conservation Restriction/Historical Preservation Restriction in relation to the Dorothy M. Freitas property on Vaughn Street.

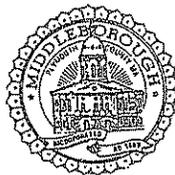
The Parks Conservation Restriction has a baseline document that needs to be reviewed and signed by the Board of Selectmen as well as a Memorandum of Understanding that explains who is responsible for what at the property.

The Freitas Conservation Restriction and Historical Preservation Restriction will also need to be reviewed and signed by the Board of Selectmen.

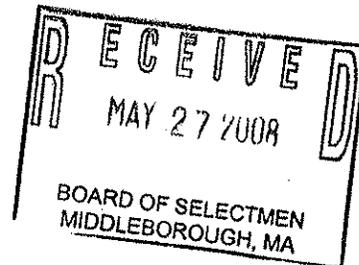
Please let the Conservation Department know in advance if we are able to attend this meeting.

Thank you

pjc



Town of Middleborough  
CONSERVATION COMMISSION



MEMORANDUM

**TO:** Board of Selectmen  
Jeanne Spaulding, Health Officer

**FROM:** Patricia J. Cassady, Conservation Agent 

**DATE:** May 22, 2008

**RE:** Request to be put on the June 9, 2008 Agenda

The Conservation Commission is hereby requesting that we appear before the Board of Selectmen on June 9<sup>th</sup>, 2008 to address the matter of Rockland Industries, Inc. at 255 Plymouth Street. The Commission would like to discuss the possibility of seeking legal action with regards to the contamination at 255 Plymouth Street.

Please let the Conservation Department know in advance if we are able to attend this meeting.

Thank you

pjc



DECAS, MURRAY & DECAS ATTORNEYS AT LAW  
132 NORTH MAIN STREET · MIDDLEBORO · MASSACHUSETTS 02346 · (508) 947-4433

GEORGE C. DECAS  
DANIEL F. MURRAY  
WILLIAM C. DECAS

REPLY TO POST OFFICE BOX 201  
MIDDLEBORO, MA 02346-0201  
FAX (508) 947-7147

WAREHAM OFFICE:  
219 MAIN STREET  
(508) 255-2115

June 3, 2008

Board of Selectmen  
Town of Middleboro  
*(via FAX#: 508-946-0058)*

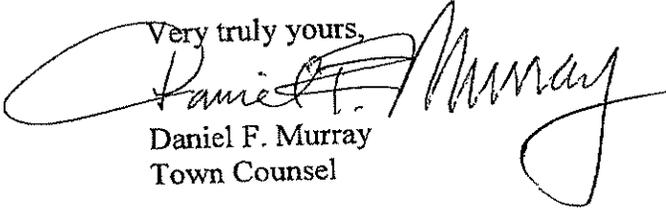
RE: Dorothy Freitas property – Vaughan Street – conservation restriction

Dear Members:

I enclose a draft proposed conservation restriction which the 2008 Annual Town Meeting (Article 31) authorized.

I am satisfied with the form of the document.

Please review and advise whether you have any questions or comments with regard to the draft.

Very truly yours,  
  
Daniel F. Murray  
Town Counsel

DFM/  
T-1800  
Enclosure

cc: Ruth M. Geoffroy, Town Planner (via FAX#: 508-946-1991)  
Stephen J. Lombard, Town Manager (via FAX#: 508-946-2320)  
Conservation Commission (via FAX#: 508-946-2309)

### CONSERVATION RESTRICTION

The **Wildlands Trust of Southeastern Massachusetts**, a non-profit corporation incorporated as a tax exempt public charity under Section 501(c)(3) and 509(a)(1) of the Internal Revenue Code, and having its principal place of business at P.O. Box 2282 Duxbury, MA 02331 ("Grantor"), for consideration of less than One Dollar (\$1.00), hereby GRANTS in perpetuity to the **TOWN OF MIDDLEBOROUGH**, a Massachusetts municipal corporation, with a principal place of business at 10 Nickerson Avenue, Middleborough, Massachusetts 02346, under the care and control of its Conservation Commission, and **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, their permitted successors and assigns (hereinafter collectively referred to as "Grantees"), with **QUITCLAIM COVENANTS**, a **CONSERVATION RESTRICTION** for the purpose of providing and promoting exclusive and perpetual protection and conservation of soils and other natural resources within the Premises, pursuant to Massachusetts General Laws Chapter 184, Sections 31 through 33 inclusive, as amended, on sixteen and three-tenths acres, more or less, located in Middleborough, Plymouth County, Massachusetts, said parcel being more particularly described in Exhibit A (the "Premises"). For a Plan of the Premises, see Exhibit B. For Grantor's title, see Book XX, Page XX at the Plymouth County Registry of Deeds.

Grantees acquire this Conservation Restriction for conservation purposes subject to Article 97 of the Amendments to the Massachusetts Constitution and subject to the approval of the Secretary of Energy and Environmental Affairs pursuant to Massachusetts General Laws Chapter 184, Section 31-33.

**Section I. PURPOSE.**

WHEREAS, the purpose of this Conservation Restriction is to promote and to provide for the perpetual and exclusive protection of water quality in Middleborough and to provide for conservation of soil and other natural resources within the Premises. 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 restrictions in Section II. Any change of use of the land under this Conservation Restriction must be permitted by the Grantees and the Secretary of Energy and Environmental Affairs; and,

WHEREAS, the public benefits from the maintenance of active agricultural use of the Premises in a way that applies Best Management Practices and provides consistent water quality protection; and,

WHEREAS, the Grantor intends, as owner of the Premises, to convey to the Grantees the right to preserve and protect the land area of the Premises predominantly in its natural, scenic or open condition and continuing the underlying use of conservation and wildlife habitat protection; and,

WHEREAS, the Restriction preserves a portion of the Wampanucket Archeological Site which is listed on the State and National Register of Historic Places by the Massachusetts Historical Commission and the National Park Service, respectively, and maintains the scenic and open landscape surrounding the 1762 Peter Vaughan homestead; and

WHEREAS, the Property supports populations of species listed by the Commonwealth of Massachusetts Natural Heritage and Endangered Species Program as endangered, threatened, or of special concern, and the Property may have range-wide significance for the conservation of some of these species; and

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

WHEREAS, the Premises contains 645 +/- feet of frontage and associated wetlands along Spring Brook, a tributary to the Nemasket River; and,

NOW, THEREFORE, Grantor and Grantees agree, on behalf of themselves, their successors and assigns, to the terms and conditions set forth below to achieve the protection of groundwater, wildlife habitat, soil and other natural resources in accordance with aforementioned state law and regulations.

**TERMS:****Section II. Prohibited Uses and Activities.**

Except as set forth in Section III - Permitted Uses and Activities below, the Grantor, its

heirs, devisees, legal representatives, successors and assigns, will not perform or give permission to or allow others to perform the following acts on, above, or below the Premises:

1. No permanent or temporary building, mobile home, road, sign or other advertising display, swimming pool, tennis court, utility services, poles and equipment, or other permanent or temporary structures accessory to any residential, commercial, agricultural, recreational, or industrial purpose shall be constructed, placed or permitted to remain on, above or below said Premises.
2. No soil, loam, peat, gravel, sand, rock, landfill, mineral substance, refuse, trash, debris, junk, waste, vehicle parts or bodies, septage or other unsightly or offensive materials shall be placed, stored or dumped or permitted to remain on, above or below the Premises, nor any nuisances allowed to be present on the Premises, with the exception of vegetative material generated in conjunction with exercise of the permitted uses and activities described below.
3. No soil, loam, peat, gravel, sand, rock, landfill or other mineral substance or natural deposit shall be excavated, or removed from the Premises.
4. No snowmobiles, motorcycles, mopeds, all-terrain vehicles, or other motor vehicles of any kind shall be used, stored, maintained, operated or otherwise allowed on, above or below the Premises.
5. 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.
6. 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.
7. No underground or above ground fuel storage tanks shall be installed, placed or allowed to remain on, above or below the Premises.
8. The Premises may not be used for:
  - a. Transferring property rights to any property, whether or not adjacent to the Premises;
  - b. Calculating permissible lot yield of the Premises, or any other parcel of land;
  - c. Any calculations involving development of any other property, whether or not adjacent to the Premises, in any matter whatsoever.
9. Notwithstanding the foregoing provisions with regard to specific prohibited uses and activities, but in addition thereto, no other use shall be made of the Premises and no activity permitted thereon which, in the opinion of the Grantees, is or may become inconsistent with or threatening to the purpose and intent of this Conservation

Restriction as herein before stated.

### **Section III. Permitted Uses and Activities.**

Notwithstanding the provisions of Section II- Prohibited Uses and Activities above, and subject to and in accordance with applicable laws, regulations and bylaws, Grantor reserves to itself and to its heirs, devisees, legal representatives, successors and assigns the following rights, uses and activities on the Premises, but only to the extent that such acts and uses do not materially impair the purposes of this Conservation Restriction:

1. **Existing Ways.** The maintenance and use of trails and roads located within the Premises for passive recreational purposes.
2. **Agricultural Activities.** Mowing, haying, and otherwise maintaining in its open, un-forested condition the existing fields located within the Premises subject to the Prohibited Uses and Activities in Section II.
3. **Forestry.** Commercial timber cultivating and harvesting or tree cutting conducted in compliance with the Massachusetts Forest Cutting Practices Act (M.G.L. c. 132, as amended) and associated regulations promulgated at 304 CMR 11.00, and in accordance with (a) Forest Management Standards using all required best management practices; and (b) a Forest Cutting Plan (hereinafter "Cutting Plan"), approved under the Forest Cutting Practices Act.
4. **Barn Reconstruction.** The reconstruction of a barn on the Premises at the pre-existing foundation indicated in Exhibit C using historically-appropriate materials and design, subject to prior written approval by the Grantees.
5. **Vegetation Control.** Trimming, maintaining or replacing trees, shrubs or other plantings in accordance with established horticultural practices, removing diseased or insect damaged trees or vegetation, controlling or eliminating invasive plant species, and to remove a hazard to private property or public or private health or safety.
6. **Herbicides and Pesticides.** The application of herbicides, insecticides, fungicides or rodenticides to support Permitted Activities and 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 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.
7. **Signs.** Posting of signs that identify the property owner, the Grantees, the property bounds, and the nature, limits and conduct of permitted uses, including recreation, for the purposes of and consistent with the provisions of this Conservation Restriction.
8. **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 (1) below; motorized vehicles and farm 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;

9. **Wildlife Habitat Improvement.** With the prior written approval of Grantees, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species including selective planting of native trees, shrubs and plant species;
10. **Hunting and Fishing.** In compliance with all applicable laws and regulations, hunting and fishing, exclusively by the Grantor and its invitees on or from the Premises.
11. **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;
12. **Right to Sell.** The right to sell, lease or mortgage the Premises provided that such sale, lease or mortgage shall be subject to the terms and conditions of this Conservation Restriction;

The exercise of any right retained by the Grantor under these Permitted Uses and Activities shall be in compliance with the then-current Zoning Bylaw applicable to the Premises, the Wetlands Protection Act (General Laws Chapter 131, Section 40), and all other applicable federal, state, and local environmental protection and other laws and regulations, and the Grantor agrees not to seek a variance for any purpose without written consent of the Grantees. The inclusion of any reserved right in these Permitted Use and Activities requiring a permit from a public agency does not imply that the Grantees or the Commonwealth take any position on whether such permit should be issued.

Any right or use not reserved herein is prohibited without the express written approval of the Grantees. Any request by Grantor for approval of such a right or use shall contain a detailed description of such right or use and explanation of why such right or use is not inconsistent with the overall conservation purposes of this Conservation Restriction. In the event the Grantees disapprove of such right or use, the Grantees shall provide a detailed explanation of why such right or use is

inconsistent with the overall conservation purposes of this Conservation Restriction. Grantor shall follow the terms of Section V - Other Provisions below to seek written approval from the Grantees.

**Notice and Approval.** Whenever notice to or approval by Grantees is required under the provisions of Section III, Grantors shall notify Grantees in writing not less than 60 days prior to the date Grantors intend 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 Grantees to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where Grantees' approval is required, Grantees shall grant or withhold approval in writing within 60 days of receipt of Grantors' request. Grantees' 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.

**Discretionary Consent.** Grantee's consent for activities otherwise prohibited under Section II, above, may be given under the following conditions and circumstances. If, owing to unforeseen or changed circumstances, any of the activities prohibited in Section II are deemed desirable by Grantor and Grantee, Grantee may, in its sole discretion, give permission for such activities, subject to the limitations herein. Such requests for permission shall be in writing. Grantee may give its permission only if it determines, in its sole discretion, that such activities (1) do not violate the purpose of this Conservation Restriction and (2) either enhance or do not impair any significant conservation interests associated with the Property. Notwithstanding the foregoing, the Grantee and Grantor have no right or power to agree to any activities that would result in the termination of this Conservation Restriction or that would cause it to fail to qualify as a valid easement under the requirements of Section 170(h) of the Internal Revenue Code governing "Qualified Conservation Contributions," including any regulations issued pursuant thereto, or under the requirements of Massachusetts General Laws Chapter 184, Sections 31-33. Under no circumstances shall any additional residential, commercial or industrial structures or any commercial, commercial recreational, or industrial activities not otherwise allowed herein be allowed on the Property.

#### **Section IV. RIGHT OF ACCESS; MANAGEMENT; INSPECTION.**

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.

Grantor and the general public may use designated trails on the Property only for purposes consistent with conservation and passive recreation. For the purposes of this 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, unpaved parking areas, and one unenclosed informational kiosk.

This Conservation Restriction also includes the grant of the right to Grantees, their 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.

#### **Section V. OTHER PROVISIONS.**

1. **Prior Written Approval:** The Grantor hereby covenants and agrees that Grantor shall not commence any use or activity that requires prior written approval without having obtained Grantees' approval according to the procedures set forth hereunder:
  - a. The Grantor shall notify the Grantees in writing of any proposed use or activity that requires Grantees approval under the terms of this Conservation Restriction and shall submit to the Grantees plans and such other information as the Grantees may require.
  - b. The Grantees shall approve such proposed use or activity, with or without conditions, only upon a written finding that (i) the proposed use or activity is consistent with this Conservation Restriction and (ii) that such use or activity shall not defeat or derogate from the purposes of this Conservation Restriction. Such approval shall be in writing, delivered to the Grantors in the manner specified in paragraph d below.
  - c. If the Grantees do not approve the proposed activity or use, it shall provide written notice to the Grantor and include the reasons for such denial. Such approval or denial shall be made within sixty (60) days of receiving Grantor's written notice requesting approval of said proposed use or activity.
  - d. Any notice referred to herein shall be in writing. Any notice, request, consent, or communication required hereunder shall be in writing and either served personally or sent by certified mail, return receipt requested, and postage prepaid.
2. **Legal Remedies of the Grantees.** 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 at the time of this grant (it being agreed that the Grantees may have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantees. Prior to instituting litigation to enforce any violations of this Conservation Restriction, however, the Grantees shall first notify the Grantor and request the Grantor to remedy the violation; if the violation is not remedied within sixty (60) days, then the parties shall make a good faith effort to mediate the dispute before litigation is commenced.

The Grantor and its successors and assigns shall each be liable under this paragraph for only such violations of this Conservation Restriction as may occur during their respective periods of ownership of the Premises. By its acceptance, the Grantees do not undertake any liability or obligation relating to the condition of the Premises, including compliance with hazardous materials or other environmental laws and regulations not caused by Grantees or its agents. Grantees shall make every effort to enforce the terms of this Conservation Restriction, and any forbearance by the Grantees to exercise its rights under this Conservation Restriction shall not be deemed or construed to be a waiver.

3. Duration and Assignability. 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. The Grantees are authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; and the Grantor on behalf of its successors and assigns, may appoint a Grantee as its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves to execute any such instrument upon request.

4. Easement Documentation Report. The Grantor agrees to sign and acknowledge a Property Condition Certification and an easement documentation report prepared by Grantee establishing the baseline condition of the Property at the time of this grant, as provided in Treas. Reg. 1.170A-14(g)(5).

5. The benefits of this Conservation Restriction shall be in gross and shall not be assignable by the Grantees, except in the following instances and from time to time:

- a. as a condition of any assignment, the Grantees require that the purpose of this Conservation Restriction continue to be carried out, and
- b. the assignee, at the time of assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and under Section 32 of Chapter 184 of the General Laws as an eligible donee to receive this Conservation Restriction directly.
- c. the Grantees comply with the provisions required by Article 97 of the

Amendments to the State Constitution.

6. Subsequent Transfers. The 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 the Grantees of the transfer of any interest at least forty-five (45) days prior to the date of such transfer. Failure of the Grantor to do so shall not impair the validity of this Conservation Restriction or limit its enforceability in any way.
7. Monitoring and Management. The Grantees possess the right, but not the obligation, to monitor and manage for the condition and continued survival and quality of rare plant and animal populations, plant communities, and natural habitats on the Premises.
8. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property, including the payment of all taxes or other assessments levied against the Property and maintenance of adequate comprehensive general liability insurance coverage. Grantor shall keep the Property free of any liens arising out of any taxes and any work performed for, materials furnished to, or obligations incurred by Grantor.
9. Termination of Rights and Obligations. Notwithstanding anything to the contrary contained herein, the rights and obligations under this Conservation Restriction of any party holding an interest in the Premises terminate upon transfer of that party's interest, except that liability for acts or omissions occurring prior to the transfer, and liability for the transfer itself if the transfer is a violation of this Conservation Restriction, shall survive the transfer.
10. Release. The Grantor intends that this Conservation Restriction to be a Conservation Restriction in gross in perpetuity. This Conservation Restriction may only be released, in whole or in part, by the Grantees pursuant to the procedures for approval by the Secretary of the Executive Office of Energy and Environmental Affairs established by M.G. L. c. 40, Sections 15A and 15B, and M.G.L. c. 184, s. 32, as amended, and in accordance with Article 97 of the Amendments to the Massachusetts Constitution and otherwise by law.
11. Merger. In the event either of the Grantees acquires the fee interest, the Conservation Restriction shall survive and be enforceable by the second Grantee. Should the second Grantee release its right in and to the Conservation Restriction, the Grantor and Grantees agree that no deed or release shall be effective if the Conservation Restriction will not survive the merger of fee and the holder of the Conservation Restriction and the fee shall be bound by the terms of the Conservation Restriction and maintain the Premises in accordance with the terms of the Conservation Restrictions and in accordance with Article 97 of the Amendments of the Massachusetts Constitution. No deed or release will be effective until a like Conservation Restriction is conveyed to avoid merger.

12. Estoppel Certificates. Upon request by the Grantor, the Grantees shall, upon sixty (60) days notice, 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, and which otherwise evidences the status of this Conservation Restriction as may be requested by the Grantor.

13. Amendment. In the event circumstances arise under which an amendment or modification of this Conservation Restriction may be appropriate, the Grantor and the Grantees may by mutual consent amend any term or provision hereof provided that this Conservation Restriction as thus amended complies with the then-applicable requirements of Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts; Massachusetts General Law, c. 184, sec. 31-33, including the approval of the Secretary of Energy and Environmental Affairs or any successors thereto, and provided that any such amendment, together with any approvals necessary to its effectiveness, shall be recorded with the Plymouth County Registry of Deeds and Land Court. Any amendment shall be consistent with the purposes of this Conservation Restriction and shall not affect its perpetual duration.

14. Miscellaneous 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 affect the purposes of this Conservation Restriction and the policies and purposes of Mass. Gen. Laws Chapter 184, Sections 31-33. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes 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 court of competent jurisdiction determines that any provision of this Conservation Restriction shall to any extent be held invalid or unenforceable, such provision shall be construed in accordance with and deemed to have been modified automatically to conform to the requirements for validity and enforceability as determined by such court or tribunal and the remainder shall not be affected.

d. Entire Agreement. This obligation 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.

e. Joint Obligation. The obligations imposed by this Conservation

Restriction upon the parties that together comprise "Grantor" shall be joint and several.

f. 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.

g. Excise. No Massachusetts deed excise tax stamps are required by Chapter 64D, Section 1, as a municipality is a party to this instrument.

h. Administration. This Conservation Restriction shall be collectively administered, enforced, and controlled by the Town of Middleborough Conservation Commission and the Massachusetts Chapter of The Nature Conservancy on behalf of the Grantees.

15. Extinguishment. If circumstances arise in the future that render the purpose of this Conservation Restriction impossible to accomplish as determined by a court of competent jurisdiction under applicable law, this Conservation Restriction can only be terminated or extinguished, whether in whole or in part, with the Grantees' permission and after review and approval through any process established under Article 97 of the Constitution of the Commonwealth. If any change in conditions ever give rise to extinguishment or other release of the Conservation Restriction under applicable law, then the Grantees, on a subsequent sale, exchange or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds of the sale in accordance with paragraphs (12) and (13) below, subject, however, to any applicable law that expressly provides for a different disposition of the proceeds.

16. Grantor/Grantees Cooperation Regarding Public Action. Whenever all or 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 Grantees 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 Grantees under this paragraph shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed to the Grantor.

17. Disposition of Proceeds from Extinguishment. Grantor and Grantee agree that the sale of this Conservation Restriction gives rise to a property right, immediately vested in Grantee, with a fair market value determined by multiplying the then-current fair market value of the Premises unencumbered by this Conservation Restriction by the ratio of the value of this Conservation Restriction. The value of the property interests will be determined by an independent appraiser at the time of extinguishment. Any proceeds are to be used by Grantees as a continuing trust for the same or similar purpose.

If the conservation interests protected hereby are unaffected by the taking, the only interest taken by the public authority is the Grantor's interest, and recovered proceeds are awarded on the basis of the value of the Premises as restricted by the Conservation Restriction, then the proceeds from such taking shall be payable in their entirety to the

Grantor.

18. Effective Date. Grantor and Grantees intend that the restrictions arising hereunder take effect on the day and year this Conservation Restriction is recorded in the official records of the Plymouth County Registry of Deeds and Land Court, after being executed by the Grantor and Grantees and approved by the Secretary of the Massachusetts Executive Office of Energy and Environmental Affairs. This Conservation Restriction shall be recorded in a timely manner.

19. Environmental Hazards. Notwithstanding any other provision of the Conservation Restriction to the contrary, including, but not limited to, the rights or obligations provided therein, the parties do not intend and this Conservation Restriction shall not be construed such that: (1) it creates in Grantee the obligations, responsibilities or liabilities of an "owner" or "operator" or "person" as those words are defined and used in any Environmental Laws, as defined below, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 United States Code, Sections 9601 et seq.), or any successor or related law; or (2) Grantee has any control over Grantor's or any other third parties' ability, responsibility, or obligation to investigate and/or remediate any Hazardous Substance associated with the Premises.

IN WITNESS WHEREOF, the Executive Director or the Board of Directors of the Wildlands Trust of Southeastern Massachusetts, has caused his seal to be affixed hereto and these presents to be signed, acknowledged and delivered this \_\_\_\_\_ day of June, 2008.

Witness:

SELLER

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF PLYMOUTH

On this \_\_\_\_\_ day of June, 2008, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

ACCEPTANCE OF GRANT

At a meeting duly called on \_\_\_\_\_ 2008, the Members of the Middleborough Board of Selectmen voted to accept the foregoing Conservation Restriction from the Wildlands Trust of Southeastern Massachusetts pursuant to Massachusetts General Laws Chapter 40, Sections 39B and 41, and Chapter 184, Section 32.

SELECTMEN

\_\_\_\_\_  
Chairman  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF PLYMOUTH

On this \_\_\_\_\_ day of June, 2008, before me, the undersigned notary public, personally appeared \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, proved to me through satisfactory evidence of identification which was personal knowledge to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as Selectmen for the Town of Middleborough.

\_\_\_\_\_  
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 Wildlands Trust of Southeastern Massachusetts 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. \_\_\_\_\_, 2007.

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.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

APPROVAL BY SELECTMEN

We, the undersigned, being a majority of the Selectmen of the Town of Middleborough, Massachusetts, hereby certify that we voted to approve the foregoing Conservation Restriction to the TOWN OF MIDDLEBOROUGH and THE NATURE CONSERVANCY pursuant to M.G.L. c. 40, §§ 39B and 41, and M.G.L. Ch. 184, §32.

SELECTMEN

\_\_\_\_\_  
Chairman

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF PLYMOUTH

On this \_\_\_\_\_ day of June, 2008, before me, the undersigned notary public, personally appeared \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, proved to me through satisfactory evidence of identification which was personal knowledge to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as Selectmen for the Town of Middleborough.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

APPROVAL BY SECRETARY OF THE EXECUTIVE OFFICE OF ENERGY & 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 to the MIDDLEBOROUGH CONSERVATION COMMISSION and THE NATURE CONSERVANCY has been approved in the public interest pursuant to M.G.L. Chapter 184, Section 32. Said approval is not to be construed as representing the 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.

Date: \_\_\_\_\_, 2008

\_\_\_\_\_  
Ian A. Bowles, Secretary  
Executive Office of Energy and  
Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF SUFFOLK

On this \_\_\_\_\_ of June, 2008, before me then personally appeared the above-named Ian A. Bowles 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 to me that he signed it voluntarily as Secretary of the Executive Office of Energy and Environmental Affairs for the Commonwealth of Massachusetts, for its stated purpose.

\_\_\_\_\_  
Notary Public  
My commission expires:

**EXHIBIT A**

Description of the Premises

A tract of undeveloped land in the Town of Middleborough, Plymouth County, Massachusetts, located on Vaughn Street and shown by the Middleborough Board of Assessors as a portion of Map 77, Lot 554, constituting approximately 16.3 acres, more or less.

The tract that constitutes the Premises is shown as Lot 2 on the plan titled Plan of Land on Vaughan Street in Middleborough, MA and recorded at the Plymouth County Registry of Deeds in Plan Book 47, Page 100 and attached hereto as Exhibit B.

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

EXHIBIT B

Insert copy of Plan of Land

EXHIBIT C

Insert sketch plan showing foundation of old barn