MILFORD BOARD OF SELECTMEN: AGENDA
February 25, 2019 – 7:00PM, ROOM 03, TOWN HALL

A. SIGNING OF WARRANT, APPROVAL OF **February 11, 2019** MINUTES

B. INVITATION TO SPEAK

C. PUBLIC HEARINGS

D. SCHEDULED APPOINTMENTS

1. Five Guys, RE: Transfer of Common Victualler's License

E. TOWN ADMINISTRATOR'S REPORT

F. OLD BUSINESS

1. Discussion Police Chief Selection Review Committee

G. NEW BUSINESS

1. Lions Club, RE: Permit to Obstruct "Toll Road" RT. 16/109
2. Milford Police Dept., RE: Gift Acceptance
3. Town Administrator, RE: Dog Hearing Decision
4. Town Administrator, RE: Records Management – Award of Contract
5. Celebrate Milford, INC., RE: One Day Wine & Malt License, One Day Entertainment License & (2) Permit to Obstruct
6. Police Chief, RE: Pedestrian Crossing Intersection RT. 16 & RT. 109
7. Town Counsel, RE: Conservation Restrictions

H. CORRESPONDENCE

1. Annual Beautification Day

I. EXECUTIVE SESSION

1. Attorney Jed Nosal, RE: Water Company Update
2. Town Counsel, RE: Police/Collective Bargaining

The listing of matters above are those reasonably anticipated by the Chair which may be discussed at the meeting. Not all items listed may be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.

MILFORD BOARD OF SELECTMEN

Room 11, Town Hall, 52 Main St. (Route 16), Milford, Massachusetts 01757-2679
508-634-2303 Fax 508-634-2324
www.milford.ma.us.com

LICENSE APPLICATION
(*CHECK ONE*)

D-1
2/25/19

_____ APPLICATION FOR A **NEW** LICENSE
__X__ TRANSFER OF AN **EXISTING** LICENSE
_____ **AMENDMENT** TO EXISTING LICENSE (Change of operating days/hours, change of location, etc.) *describe on reverse*

1. _____ AUCTIONEER
2. _____ BOARDING HOUSE
3. _____ BOWLING ALLEY(S)
4. __X__ COMMON VICTUALLER
5. _____ FORTUNE TELLER
6. _____ HAWKERS/PEDDLERS
7. _____ INNHOLDERS
8. _____ POOL TABLES
9. _____ 2ND HAND/ANTIQUE DEALER
10. _____ PAWNBROKER
11. _____ LIVE ENTERTAINMENT (*describe on reverse*)
12. _____ AUTOMATIC AMUSEMENT (Coin-Operated Games)
13. _____ TRANSIENT VENDORS
14. _____ CARNIVAL/CIRCUS
    Location: _____
15. _____ CHRISTMAS TREE SALES
    $_____ VALUE OF GOODS
16. _____ CLASS I (NEW CARS)
    _____ CLASS II (USED CARS)
    _____ CLASS III (JUNK CARS) - Public Hearing Required (Describe on Reverse)
17. _____ *WORKERS COMPENSATION IF NEEDED*

SEE ADDITIONAL INFORMATION REQUIRED BELOW

BUSINESS NAME: Five Guys Burgers and Fries

BUSINESS ADDRESS: 9 Medway Road, Suite 9A, Milford, MA 01757

DAYS/HOURS OF OPERATION Mon - Sun from 11am to 10pm
(Some Sunday licenses may require approval of State DPS)

I/We, the undersigned, apply for this license in accordance with the provisions of all Statutes relating thereto. I/We further certify, under penalties of perjury, that, to the best of my/our knowledge and belief, I/We have filed all state tax returns and paid all state taxes required under law.

NAME OF APPLICANT: ERE Milford FG, LLC - Bharat Sangani

HOME ADDRESS: 5005 LBJ Freeway Suite 1200, Dallas, TX 75244

APPLICANT'S SIGNATURE: Bharat Sangani **DATE:** 01/08/19
(Individual or Corporate Officer)

Bharat Sangani - Authorized Signatory (214) 259-7023
The name signed above must be typed or printed on this line — Weekday Telephone Number

APPLICANT'S MAILING ADDRESS: 5005 LBJ Freeway Suite 1200 Dallas, TX 75244
No. & Street — Town — State — Zip

_____ Or _____ _____
Social Security No. (Voluntary) — Federal Identification No. (Mandatory)

IMPORTANT: Read this section carefully. Provide required information on reverse side.
Additional Information Required:
License # Above

1	Provide copy of State and/or County Auctioneer's License
3, 8, 12	Indicate number of alleys, pool tables and number and types of coin-operated games
6, 9, 10, 13	Request Town By Laws, which states applicant's responsibility
6, 13	Describe in detail: type, quantity, and cost (to you) of goods to be offered for sale
11	Describe in detail: type of live entertainment to be licensed
14	Applicant must request and agree to abide by established policy

CONTINUE APPLICATION PROCESS ON REVERSE SIDE OF THIS FORM

TRANSFERS: Proposed new owner should complete application form. Current license holder must sign below, indicating agreement to transfer of license.

I/We, the undersigned, agree to the transfer of existing license(s) to the applicant named on the face of this form.

SIGNATURE_____ DATE: 2/5/19

_____ **AMENDMENTS:** specific changes desired should be explained below in detail.
_____ **LIVE ENTERTAINMENT:** explain below, times and location

ADDITONAL REQUIREMENTS:

*** This application must be returned with all required documents at least <u>two weeks prior to Selectmen's Meeting</u>**

*License will not be issued unless Tax Certification Clause is signed by the applicant.

*License will not be issued unless all local (Town of Milford) taxes and assessments are paid by the business entity and/or all principals involved in the business activity.

*License will not be issued without *Workers Compensation Affidavit*

*Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Chapter 62A, Section 49A of the Massachusetts General Laws.

DEPARTMENT HEAD REVIEW FORM

1. The following Applicant: **Five Guys**
   9 Medway Rd
2. Has applied for: **Amendment to CV License – Transfer of Owners**
3. Selectmen will take action on: **February 25, 2019**
4. Hearing Continued/Postponed/MGL Deadline: _____
5. Abuttors Notified: N/A Published: N/A
6. Inquiry Routed To Dept. Heads:_X Please Respond By: **02/22/2019**
7. License Approved_____Denied_____Tabled_____On_____

.....

Building Commissioner (Zoning, Occupancy, Building/Handicap Access, Restroom Handicap Access) **Zoning – CC, Occupancy 60, Handicap Access yes Matt Marcotte 2/21/19**

Town Planner: (Site Plan Review/Waiver; Other Requirements/Stipulations)_
Ok – No Change in Actual Use – Larry Dunkin 2/21/19

Tax Collector: (Outstanding Taxes)
None – Claudia Dunlap 2/22/19

Town Treasurer: (Outstanding Tax Liens)
None – Chris Pilla 2/21/19

Fire Chief (Information/Comment)
Approved – Matt Denman 2/22/19

Police Chief (Information/Comment
No issues or Concerns – Chief O'Loughlin 2/21/19

Criminal Offense Record Info: (CORI) Approved ☐ Disapproved ☐

Board of Health: (Information/comment)
The required documents have been filed with this office and transfer of owners is scheduled to take effect on March 5, 2019 – Paul Mazzuchelli 2/21/19

Sewer Commission: (Information/comment)_____
Milford Water Company: (Information/comment)_____
Commission on Disability: (Information/comment)_____

.....

Applicant: **Five Guys 9 Medway Rd**
Date: 2/22/2019

G-1
2/25/19

MILFORD BOARD OF SELECTMEN

Room 11, Town Hall, 52 Main St. (Route 16), Milford, Massachusetts 01757-2679
508-634-2303 Fax 508-634-2324
www.milford.ma.us.com

PERMIT TO OBSTRUCT APPLICATION

1) Read appropriate By-Law on reverse side (Article and Section is identified below)

2) An Insurance Certificate ($1,000,000/$3,000,000) is required, worded as follows: **THE TOWN OF MILFORD IS AN ADDITIONAL INSURED.**

3) If requesting a Permit to hand a Sign or Banner, first obtain a permit for the **Sign or Banner** itself from the Building Commissioner. Attach a copy of that permit.

4) If a Banner overhanging a public street is to be attached to a building, you must obtain permission from the property owner.

5) Applicant shall engage a responsible individual to hang banner: **town employees are prohibited from engaging in this activity.**

6) Submit complete application, including Insurance Certificate and any other required documents, to Selectmen's Office at least **two weeks prior to date requested below.**

Detach and retain top section for future use; Complete and submit bottom section to Selectmen's Office

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NAME OF ORGANIZATION Milford Lions Club Chapter 33A
MAILING ADDRESS:
P.O. Box 639
Milford, MA. 01757

CONTACT PERSON: John Minichiello **PHONE #** 508-498-5211

CHECK ONE:

- [ ] PERMIT TO OVERHANG PUBLIC WAY (Article 13, Section 5)
- [x] PERMIT TO OBSTRUCT A PUBLIC WAY (Article 12, Section 3)
- [ ] PERMIT TO OBSTRUCT SIDEWALK (MERCHANDISE DISPLAY) (Article 13, Sec. 6)

DESCRIBE IN DETAIL WHAT YOU PLAN TO DO:

SEE Attached

INDICATE EXACT LOCATION (Street(s) & Number(s), EXACT DAY(S) AND DATE(S), TIMES OF DAY, AND ALL OTHER RELEVANT INFORMATION:

John Minichiello
Signature of person authorized to apply for permit

2/12/2019
Date

Police Chief's Signature

2/12/19
Date

Comments:

TOWN OF MILFORD BY-LAWS

ARTICLE 12, Section 3: OBSTRUCTING OF WAY: Any person who intends to erect, repair, or take down any building on land abutting on any way which the Town is required to keep repaired, and desires to make use of any portion of said way for the purpose of placing therein building materials or rubbish, shall give notice thereof to the Selectmen. Thereupon, the Selectmen may grant a permit to occupy such portion of said way, to be used for such purposes as, in their judgment, the necessity of the case demands and the security of the public allows; such permit, in no case, to be for a period of longer than ninety (90) days and to be on such conditions that, during the whole of every night from sunset to sunrise, sufficient lighted lanterns shall be so placed as to effectually secure all travelers from liability of coming in contact with such building materials or rubbish.
The Selectmen may, before granting such permit, require such persons to furnish a satisfactory bond to save the Town harmless for any damages which may arise from such use of the street and to insure the faithful compliance with the conditions of said permit.

ARTICLE 13, Section 5: SIGNS. Whoever shall establish or maintain over any street or highway any sign, sign-board or advertising device without a permit from Selectmen, shall be punished by a fine not exceeding Five Dollars. Such permit shall be granted if such sign, sign-board or devise is safely and securely made, fastened, supported and maintained, does not interfere with the public use of such street or way, is not affixed to any tree, tree-guard or other object within the limits of the street or way, and is not of a dangerous character.

ARTICLE 13, Section 6: SIDEWALK OBSTRUCTIONS. Whoever shall use any sidewalk or street for the display of merchandise or other articles of personal property, without first obtaining written permission to do so from the Selectmen, shall be punished by a fine not exceeding Ten Dollars.

www.milfordlions.org

MILFORD LIONS CLUB

P.O. BOX 639
MILFORD, MASSACHUSETTS 01757

Pennies for Sight Project

Pennies for Sight is a program developed by Lions International to raise money for Mass Eye & Ear Research. The Milford Lions last year donated $15,000 to help cure blindness and its related causes.

As part of that effort, the Milford Lions would like to conduct a "toll road" in Milford on April 27 2019 (Rain date May 4, 2019) from 9 am to 2 pm.

We request permission to set up 3 collection points at the:

1. Intersection of Rte. 16 & RT 109

With safety in mind, traffic cones would be set up to give a safe area on sidewalks and islands for Lions members to stand and request donations and all collectors will be wearing yellow day-glow safety vests.

The "toll road" would be announced with signage to give motorists notice prior to the intersection.

Vehicles would only be approached when they are stopped at the light.

Attached is a copy of our certificate of liability insurance.

Respectfully submitted,

John Minichiello
Pennies for Sight – Project Chairman
508-478-2586

We Serve

www.milfordlions.org

MILFORD LIONS CLUB

P.O. BOX 639
MILFORD, MASSACHUSETTS 01757

February 12, 2019

Dear Chief O'Laughlin,

I am also requesting your permission to borrow approximately 30-40 safety traffic cones as we have done in the past years.

John Minichiello

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/10/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

DSP Insurance
1900 E. Golf Road, Suite 650
Schaumburg, IL 60173

CONTACT NAME: John Adams
PHONE (A/C, No, Ext): 1-800-316-6705 FAX (A/C, No): 847-934-6186
E-MAIL ADDRESS: lionsclubs@dspins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Milford Lions Club
Milford Massachusetts

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Agg. Per Named Insured is $2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			HDOG71094972	09/01/2018	09/01/2019	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 10,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			ISAH25159226	09/01/2018	09/01/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A						WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Provisions of the policy apply to the named insureds participation in the following activity during the policy period shown above: Toll Road - May 2019

Town of Milford is included as an Additional Insured(s), but only with respect to General Liability arising out of the issuance of permit(s) to the Insured shown above and not out of the sole negligence of said additional insured.
PROVISIONS OF THE POLICY DO NOT APPLY TO THE SALE OR SERVING OF ALCOHOLIC BEVERAGES

CERTIFICATE HOLDER

Town of Milford
Main Street
Milford Massachusetts 01757

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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G-2
2/25/19

MILFORD POLICE

JAGnetwork.org
Juvenile Advocacy Group
Bringing the Community Together to Prevent Substance Use

Regional Opioid Task Force
Milford
No Judgement, No Shame, Just Truth
Hotline: 508-377-3370

February 12, 2019

Dear Milford Board of Selectman

I would like to request the acceptance of $3,532 in total donations for the Holistic Health Fair 2018 and our Regional Substance Navigation efforts. We request that these funds be deposited in to the Regional Substance Navigation Program Gift Fund account number 2624-4830. Currently, these funds have been deposited to account 2583 JAG Account in June of 2018. The total deposit was $4,632 with expenses for the event of $1,100.00.

Thank you in advance for your support

Amy Leone

Amy Leone, MS,MA,LMHC

G-4
2/25/19

CONTRACT AWARD

TOWN OF MILFORD

REQUEST FOR QUOTES

DESCRIPTION – INPLEMENTATION OF AN ELECTRONIC AND TANBGIBLE RECORDS MANAGEMENT SYSTEM

AWARDING AUTHORITY – BOARD OF SELECTMEN

DATE – FEBRUARY 25, 2019

BIDDER NAME/ADDRESS	QUOTE AMOUNT
1. KING INFORMATION SYSTEMS, INC. 3 Edgewater Drive, Norwood, MA 02062	$55,910.00

Contract Award - After reviewing the proposal the decision was made to award the Contract to KING INFORMATION SYSTEMS, INC., as the most responsible vendor, based upon their quote.

MILFORD BOARD OF SELECTMEN

Room 11, Town Hall, 52 Main St. (Route 16), Milford, Massachusetts 01757-2679
508-634-2303 Fax 508-634-2324
www.milford.ma.us.com

APPLICATION FOR ONE-DAY LICENSE
PER MGL, C138, S14

G-5
2/23/19

Please contact this office with any licensing questions you may have. This application must be returned at least two (2) weeks prior to requested date (s)

Name of Organization Celebrate Milford, Inc.

Address 155 Main St. Milford, MA 01757

Contact Person Terenzio Volpicelli Weekday Telephone (508) 397-4268

License is requested for the sale of: (check one) ***Fee = $100.00 per day***

All-alcoholic Beverages _____ Wine Only _____ Wine & Malt Only ✓ Malt Beverages Only _____

Purpose of Event Annual Celebrate Milford event

Name of Applicant/Organization Terenzio Volpicelli for Celebrate Milford

Address 14 Pleasant St Milford MA 01757

Telephone (508) 397-4268 Email tvolpicelli@gmail.com

Non-Profit Organization Yes ✓ No ____

Date of Event 5/18/19 - rain date 5/28/19

Event will take place at the following location: Milford Town Park

Between the hours of 8:00 am to 9:30 pm

Is the event held by, or held for the benefit of, a business or non-profit group? Yes ✓ No ___
Will there be a cash bar? Yes ✓ No ___
Is there an entrance fee or donation required? Yes ___ No ✓
Is the event open to the general public? Yes ✓ No ___

If the answer to ANY of these questions is YES:
A One-Day Special license is required. License applications must go before the Board of Selectmen. ***ALL*** alcohol must be purchased by the licensee from a ***wholesaler***. (List can be found at www.mass.gov/abcc)

I certify under the pains and penalties of perjury that the above information is true and that I will comply with all applicable Alcohol Control Laws of the State of Massachusetts and policies and regulations of the Town of Milford.

Applicant's Signature T. V

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/07/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Bright Agency, Inc
6 Congress St.
P.O. Box 424
Milford MA 01757

CONTACT NAME: Kourtney Welch
PHONE (A/C, No, Ext): (508) 473-0556 FAX (A/C, No): (508) 478-6709
E-MAIL ADDRESS: kwelch@brightinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Mt Vernon Fire Ins Co.	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Celebrate Milford, Inc.
Milford Town Park
Milford MA 01757

COVERAGES **CERTIFICATE NUMBER:** CL192711420 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		CL 2742901	05/18/2019	05/20/2019	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 1,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ excluded
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Liquor Liability			CL 2742901	05/18/2019	05/20/2019	Per Occurence Aggregate	1,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Milford is listed as additional insured.

CERTIFICATE HOLDER

Town of Milford
52 Main St
Milford MA 01757

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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APPLICATION FOR ONE DAY ENTERTAINMENT LICENSE
SUBMIT AT LEAST 30 DAYS PRIOR TO THE PROPOSED EVENT

APPLICANT NAME: Celebrate Milford
ADDRESS: 155 Main St. Milford MA 01757
DATE OF BIRTH:_____ DRIVERS LICENSE NUMBER: _____
TYPE OF EVENT: Annual Celebrate Milford event

LOCATION OF THE EVENT: Milford Town Park

EVENT DATE(S): 5/18/19 rain date is 5/19/19 HOURS: 10:30am to 8:30pm
IN OR OUT SIDE outside IS THIS A __ FOR PROFIT OR ✓ NON-PROFIT EVENT
AMPLIFIED ENTERTAINMENT ✓ YES ___ NO
D.J., KARIOKE OR LIVE ENTERTAINMENT: YES ✓ NO_____
PLEASE PROVIDE THE NAME OF THE D.J.('S) AND/OR BAND(S) AND ATTACH A COPY OF ANY FLIERS, ADVERTISEMENTS OR PROMOTIONAL MATERIALS CONCERNED WITH OR DESCRIBING THE DJ'S OR BANDS(If no flyer is available, please provide a detailed description of DJ or Band: A series of local bands will begin Celebrate Milford with the national anthem and then conclude at approximately 8:30pm. Full list of bands will be on website approximately one week before the event.

(ATTACH ADDITIONAL PAGES IF NECESSARY)
DESCRIBE THE TYPES OF INSTRUMENTS AND MUSIC: Strings, percussion

(ATTACH ADDITIONAL PAGES IF NECESSARY)
ENTERTAINMENT LICENSE REQUEST: ___YES ___NO

DESCRIBE THE PLANNED EVENT ACTIVITIES IN DETAIL: _____
Annual Celebrate Milford event

(ATTACH ADDITIONAL PAGES IF NECESSARY)

ESTIMATED NUMBER OF PEOPLE ATTENDING 10,000
NUMBER & COST OF TICKETS Ø
ALCOHOL: ____ ALL ALCOHOL OR ✓ BEER/WINE
FOOD: ✓YES __NO, IF YES DESCRIBE: Food vendors obtain one-day permits from the board of health.

VENDORS: ✓YES __NO, IF YES DESCRIBE: Craft, retail & promotional

ARE VENDORS LICENSED BY THE _____STATE OR _____TOWN No

DESCRIBE AND PROVIDE COPIES OF EVENT ADVERTISING (SOCIAL MEDIA, FLIERS, NEWS, ETC.): ____

www.celebratemilford.com

facebook

(ATTACH ADDITIONAL PAGES IF NECESSARY)

NUMBER OF PRIVATE POLICE DETAILS _____& SECURITY PERSONNEL: ____
IF PRIVATE SECURITY, PROVIDE THE COMPANY NAME, ADDRESS AND CONTACT PERSON: _____

NUMBER OF MANAGERS/SUPERVISORS_____ TOTAL STAFF PRESENT: _____

DESCRIBE THE CROWD CONTROL AND SECURITY MEASURES AND HOW I.D.'S WILL BE CHECKED) : We use a series of police details together with dozens of volunteers.

(ATTACH ADDITIONAL PAGES IF NECESSARY)

DESCRIBE THE PARKING AND TRAFFIC CONTROL PLAN FOR ATTENDEE'S AND PERSONNEL (ATTACH DIAGRAMS OF PLANS): _____

(ATTACH ADDITIONAL PAGES IF NECESSARY)

DID THE CHIEF OF POLICE APPROVE:
NUMBER OF POLICE DETAILS ____YES _____NO
CROWD CONTROL & SECURITY PLAN ____YES _____NO
TRAFFIC CONTROL PLAN ____ YES ____ NO

BOARD OF HEALTH FOOD INSPECTION COMPLETED: ____YES ____NO

VENDOR PERMITS OR LICENSING FOR VENDORS REQUIRED ___YES ___NO

HAS THE FIRE AND POLICE DEPARTMENTS CONDUCTED A SITE SAFETY INSPECTION TO DETERMINE OCCUPANCY, EMERGENCY ACCESS AND PUBLIC SAFETY/SECURITY REQUIREMENTS ____YES ____NO

MILFORD BOARD OF SELECTMEN

Room 11, Town Hall, 52 Main St. (Route 16), Milford, Massachusetts 01757-2679
508-634-2303 Fax 508-634-2324
www.milford.ma.us.com

PERMIT TO OBSTRUCT APPLICATION

1) Read appropriate By-Law on reverse side (Article and Section is identified below)

2) An Insurance Certificate ($1,000,000/$3,000,000) is required, worded as follows: **THE TOWN OF MILFORD IS AN ADDITIONAL INSURED.**

3) If requesting a Permit to hang a Sign or Banner, first obtain a permit for the **Sign or Banner** itself from the Building Commissioner. Attach a copy of that permit.

4) If a Banner overhanging a public street is to be attached to a building, you must obtain permission from the property owner.

5) Applicant shall engage a responsible individual to hang banner: **town employees are prohibited from engaging in this activity.**

6) Submit complete application, including Insurance Certificate and any other required documents, to Selectmen's Office at least **two weeks prior to date requested below.**

Detach and retain top section for future use; Complete and submit bottom section to Selectmen's Office

---

NAME OF ORGANIZATION Celebrate Milford, Inc.
MAILING ADDRESS: 155 Main St.
Milford, MA 01757

CONTACT PERSON: Terenzio Volpicelli **PHONE #** (508) 397-4218
CHECK ONE:

✓ PERMIT TO OVERHANG PUBLIC WAY (Article 13, Section 5)
____ PERMIT TO OBSTRUCT A PUBLIC WAY (Article 12, Section 3)
____ PERMIT TO OBSTRUCT SIDEWALK (MERCHANDISE DISPLAY) (Article 13, Sec. 6)

DESCRIBE IN DETAIL WHAT YOU PLAN TO DO:

Banner to advertise Celebrate Milford 2019.

INDICATE EXACT LOCATION (Street(s) & Number(s), EXACT DAY(S) AND DATE(S), TIMES OF DAY, AND ALL OTHER RELEVANT INFORMATION:

Main Street near intersection with Central Street. Banner to be placed 3 weeks before event (approx. April 29, 2019 and come down within a week after event.

Signature of person authorized to apply for permit — *Date* 2/12/2019

Police Chief's Signature — *Date*

Comments:

TOWN OF MILFORD BY-LAWS

ARTICLE 12, Section 3: OBSTRUCTING OF WAY: Any person who intends to erect, repair, or take down any building on land abutting on any way which the Town is required to keep repaired, and desires to make use of any portion of said way for the purpose of placing therein building materials or rubbish, shall give notice thereof to the Selectmen. Thereupon, the Selectmen may grant a permit to occupy such portion of said way, to be used for such purposes as, in their judgment, the necessity of the case demands and the security of the public allows; such permit, in no case, to be for a period of longer than ninety (90) days and to be on such conditions that, during the whole of every night from sunset to sunrise, sufficient lighted lanterns shall be so placed as to effectually secure all travelers from liability of coming in contact with such building materials or rubbish.
The Selectmen may, before granting such permit, require such persons to furnish a satisfactory bond to save the Town harmless for any damages which may arise from such use of the street and to insure the faithful compliance with the conditions of said permit.

ARTICLE 13, Section 5: SIGNS. Whoever shall establish or maintain over any street or highway any sign, sign-board or advertising device without a permit from Selectmen, shall be punished by a fine not exceeding Five Dollars. Such permit shall be granted if such sign, sign-board or devise is safely and securely made, fastened, supported and maintained, does not interfere with the public use of such street or way, is not affixed to any tree, tree-guard or other object within the limits of the street or way, and is not of a dangerous character.

ARTICLE 13, Section 6: SIDEWALK OBSTRUCTIONS. Whoever shall use any sidewalk or street for the display of merchandise or other articles of personal property, without first obtaining written permission to do so from the Selectmen, shall be punished by a fine not exceeding Ten Dollars.

MILFORD BOARD OF SELECTMEN

Room 11, Town Hall, 52 Main St. (Route 16), Milford, Massachusetts 01757-2679
508-634-2303 Fax 508-634-2324
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5) Applicant shall engage a responsible individual to hang banner: **town employees are prohibited from engaging in this activity.**

6) Submit complete application, including Insurance Certificate and any other required documents, to Selectmen's Office at least **two weeks prior to date requested below.**

Detach and retain top section for future use; Complete and submit bottom section to Selectmen's Office

---

NAME OF ORGANIZATION Celebrate Milford, Inc.
MAILING ADDRESS: 155 Main St.
Milford, MA 01757

CONTACT PERSON: Terenzio Volpicelli **PHONE #** (508) 397-4268

CHECK ONE:

_____ PERMIT TO OVERHANG PUBLIC WAY (Article 13, Section 5)
✓ PERMIT TO OBSTRUCT A PUBLIC WAY (Article 12, Section 3)
_____ PERMIT TO OBSTRUCT SIDEWALK (MERCHANDISE DISPLAY) (Article 13, Sec. 6)

DESCRIBE IN DETAIL WHAT YOU PLAN TO DO:

Youth parade to kick off Celebrate Milford on Saturday, May 18, 2019 (rain date is Sunday the 19th).

INDICATE EXACT LOCATION (Street(s) & Number(s), EXACT DAY(S) AND DATE(S), TIMES OF DAY, AND ALL OTHER RELEVANT INFORMATION:

Parade assembles at 9:30 am at Stacy School loop. Step off is 10:00 am. March up Spruce Street, onto Congress St and down Walnut St. Concludes at Memorial School loop.

Signature of person authorized to apply for permit — *Date* 2/14/2019

Police Chief's Signature — *Date*

Comments:

TOWN OF MILFORD BY-LAWS

ARTICLE 12, Section 3: OBSTRUCTING OF WAY: Any person who intends to erect, repair, or take down any building on land abutting on any way which the Town is required to keep repaired, and desires to make use of any portion of said way for the purpose of placing therein building materials or rubbish, shall give notice thereof to the Selectmen. Thereupon, the Selectmen may grant a permit to occupy such portion of said way, to be used for such purposes as, in their judgment, the necessity of the case demands and the security of the public allows; such permit, in no case, to be for a period of longer than ninety (90) days and to be on such conditions that, during the whole of every night from sunset to sunrise, sufficient lighted lanterns shall be so placed as to effectually secure all travelers from liability of coming in contact with such building materials or rubbish.
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ARTICLE 13, Section 6: SIDEWALK OBSTRUCTIONS. Whoever shall use any sidewalk or street for the display of merchandise or other articles of personal property, without first obtaining written permission to do so from the Selectmen, shall be punished by a fine not exceeding Ten Dollars.

GG
2/25/19

MILFORD POLICE DEPARTMENT

Thomas J. O'Loughlin
Chief of Police

250 Main Street * Milford, MA 01757 * Tel. (508) 473-1113 * Fax (508) 473-5087*
chief@milfordpolice.org

February 19, 2019

TO: RICK VILLANI, TOWN ADMINISTRATOR

FROM: THOMAS J. O'LOUGHLIN
CHIEF OF POLICE

SUBJECT: PEDESTRIAN CROSSING AT THE INTERSECTION OF EAST MAIN STREET (RTE.16) AND MEDWAY ROAD (RTE. 109)

On Saturday, February 16, 2019, in response to your email of February 12, 2019, I went to the intersection of Routes 16 and 109 to make observations of the crosswalks as they relate to the average traffic pattern for this area.

As Mr. Mark Reardon indicated to you the crosswalks at this intersection are fading as a result of the volume of traffic and the weather conditions.

The crosswalk from the center island to the sidewalk area closest to the shopping plaza is located on the posterior portion of the sharp bend in the roadway eastbound from Route 16 to Route 109 and is not visible to motorists until they are well into the turn. There is a "Yield" sign located near the crosswalk to facilitate vehicles turning from the eastbound and westbound lanes of Route 16 onto Route 109 and there is a sign on Route 16 indicating to motorists that there is a "Yield" sign is ahead.

I would recommend the installation of a sign on the pole that has the sign indicating that there is a yield ahead indicating "Crosswalk" with an arrow pointing down. This should provide motorists with a reasonable notification of the presence of the crosswalk.

Sincerely yours,

Thomas J. O'Loughlin
Chief of Police

O'Loughlin, Thomas

From: Richard Villani <rvillani@townofmilford.com>
Sent: Tuesday, February 12, 2019 9:51 AM
To: O'Loughlin, Thomas
Subject: FW: pedestrian crossing sign

Chief: Could you please review and advise? Thanks.

Rick

Richard A. Villani
Town Administrator
*P*508-634-2303*
*F*508-634-2324*
www.milfordma.gov

From: Mark Reardon [mailto:realeasytodo@gmail.com]
Sent: Tuesday, February 12, 2019 9:37 AM
To: Richard Villani <rvillani@townofmilford.com>
Subject: pedestrian crossing sign

Hi Richard.

I cross the intersection at Rte 109 and Rte 16 daily.At the end of Prairie crossing Rte 16 headed towards Rite Aid Pharmacy daily There is an Island, that Island does not get sidewalk plowed.Crossing from the island to the Rite Aid sidewalk, the sidewalk opening does not get plowed as well.Could you look into that for me please? More importantly there is yellow paint on the street indicating there is a cross walk from the island towards sidewalk Rite Aide which is faded and and I assume will be repainted in the spring. The cars go screaming down Rte 16 past there going on to rte 109 and have no consideration for those crossing and spray rain and slush at the pedestrians waiting to cross. Could you please look into putting crossing signs on the island and side walk at that crossing.Once their up I think people will get use to there is a crossing there.
If you have and questions or comments you can reply to this email or call me at 508 473 3557
Thank you in advance for considering this.
Respectfully
Mark Reardon

G-7
2/25/19

The Commonwealth of Massachusetts

Executive Office of Energy and Environmental Affairs
100 Cambridge Street, Suite 900
Boston, MA 02114

Charles D. Baker
GOVERNOR

Karyn E. Polito
LIEUTENANT GOVERNOR

Matthew A. Beaton
SECRETARY

Tel: (617) 626-1000
Fax: (617) 626-1181
http://www.mass.gov/eea

December 11, 2018

Amy Azza
Attorney
Greenwald & Greenwald LLP
409 Fortune Blvd.
Milford 01757-

Re: **Draft Conservation Restriction Approved**
CR Reference No.: 16546
CR Number: MILFORD #003
CR Address: Kate Lane, Popia Drive, Megan Way (off of Whitewood Road)
Town: MILFORD

Dear Amy:

Please find attached to this email, a copy of the approved conservation restriction that has been reviewed by EEA legal and cleared for local signatures. Do not make any substantive changes to this approved draft without informing us as any further changes will need to be reviewed. Minor changes such as formatting or to correct typos or misspellings do not require notification.

Please proceed with obtaining local signatures and those of the Grantor and Grantee. Once obtained, please return one fully executed CR, in hard copy, to me (you may keep the original signature pages and provide copies), along with a pre-paid label or pre-stamped and addressed envelope for return mailing, for final legal review. Missing dates, un-notarized signatures, and other inconsistencies on signature pages or missing exhibits can delay this final review, so please ensure the final signature pages and exhibits are complete. The CR will then be left with Secretary Beaton for his final approval and signature. We cannot guarantee a specific timeline for this final review process.

I look forward to finalizing this. Please remember to use to our internal CR Reference Number and CR Number in all correspondence or inquiries.

Sincerely,
John Gioia
Conservation Restriction Reviewer
Division of Conservation Services
100 Cambridge Street, Suite 900
Boston, MA 02114

Property Address: Kate Way, Popia Drive and Megan Way, Whitewood Preserve, Milford, MA 01757

Grantor: Snowflake, LLC
Grantee: Milford Conservation Commission
Address of Property: Whitewood Preserve, located at Kate Lane, Popia Drive and Megan Way, Milford, MA
For title see: Deed recorded with the Worcester District Registry of Deeds in Book 48462, Page 331

CONSERVATION RESTRICTION

Snowflake LLC, a Massachusetts Limited Liability Company, having a usual place of business at 31 Whitewood Road, Milford, Worcester County, Massachusetts, being the sole owner, for its successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, hereby grants, with Quitclaim covenants, to the Town of Milford acting by and through its Conservation Commission by authority of M.G.L. c. 40 § 8C, with an address of Milford Town Hall, 52 Main Street, Milford, Worcester County, Massachusetts, its permitted successors and assigns ("Grantee"), for One Hundred and 00/100 Dollars ($100.00), in perpetuity and exclusively for conservation purposes, the following Conservation Restriction (hereinafter the "Conservation Restriction" or "Restriction" or "CR") on a 26.59-acre portion of a 35.18-acre parcel of land located at Kate Lane, Popia Drive and Megan Way, Whitewood Preserve in the Town of Milford, Massachusetts ("Premises"), which Premises is more particularly described in Exhibit A attached hereto and shown on a plan of land entitled "CONSERVATION RESTRICTION PLAN For Whitewood Preserve In Milford, Massachusetts" dated January 7, 2019, prepared by Allen Engineering & Associates, Inc. (the "Plan") and recorded with the Worcester District Registry of Deeds in Plan Book____, Plan ___, a reduced copy of which is attached hereto as Exhibit B.

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 perpetuity, exclusively for conservation purposes 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 (hereinafter, the "conservation values").

This Conservation Restriction is required by a Special Permit for a Planned Residential Development known as "Whitewood Preserve" (hereinafter the "Special Permit"), which Special Permit allows for the construction of a 29 unit Planned Residential Development (hereinafter the "Residential Units") on land adjacent to the Premises as shown on the Plan while simultaneously requires the conveyance of this Conservation Restriction for conservation and passive recreation purposes. Notice of the Special Permit is recorded with the Worcester District Registry of Deeds in Book 58285, Page 226.

The conservation values include the following:

- Preservation of Wetlands and Water Quality. The Premises contains bordering vegetated wetlands, which wetlands provide valuable habitat for a diverse array of wildlife species as well as provide the many other public benefits of wetlands protection recognized by the Commonwealth of Massachusetts (Massachusetts General Laws Chapter 131, section 40).
- Flood Plain Protection. A portion of the Premises lies within the 100-year floodplain of the Mill River. The protection of this floodplain will ensure the continued availability of this flood storage during major storm events.
- Open Space Protection. The Premises contributes to the protection of the scenic and natural character of Milford and the protection of the Premises will enhance the open-space value of these and nearby lands.
- Protection of the Premises furthers the Town of Milford's Open Space and Recreation Plan, specifically: Acquire and protect significant land for open space and recreation (Goal 2); Preserve the historic, agricultural and scenic character of the town ; Protect and manage critical natural resources.

These and other conservation values of the Premises, as well as its current uses and state of improvement, are described in a Baseline Documentation Report ("Baseline Report") prepared by Grantee with the cooperation of the Grantor, consisting of maps, photographs, and other documents and on file with the Grantee and referenced herein. The Baseline Report (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, and (ii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant other than the Baseline Report, should the Baseline Report be unavailable or if it does not adequately address the issues presented.

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 not perform or permit the following acts and uses which are prohibited on, above, and below the Premises:

(1) Constructing, placing or allowing to remain any temporary or permanent building, tennis

court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, sign, fence, billboard or other advertising display, antenna, utility poles, towers, solar panels, solar arrays, 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 making topographical changes to the area;

(3) Placing, filling, storing or dumping of 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, archaeological conservation, wildlife habitat, or soil conservation;

(6) Use, parking or storage of vehicles including motorcycles, mopeds, all-terrain vehicles, trail bikes, or any other motorized vehicles on the Premises except for vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) in carrying out their lawful duties or as necessary for the mobility impaired;

(7) The disruption, removal, or destruction of any stone walls or granite fence posts on the Premises;

(8) Subdivision or conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted). No portion of the Premises may be used toward additional or further building requirements on this or any other parcel whether or not adjacent or in the same ownership;

(9) The use of the Premises for business, residential, or industrial uses, or for more than *de minimis* commercial recreation use; and

(10) 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 values.

B. Reserved Rights and Exceptions

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 conservation values or purposes of this Conservation Restriction:

(1) Outdoor Passive Recreational Activities. Hiking, bird-watching, cross-country skiing and other non-motorized outdoor passive recreational activities that do not materially alter the landscape, do not degrade environmental quality, and do not involve more than *de minimis* use for commercial recreational activities;

(2) Vegetation Management. In accordance with generally accepted forest management practices, selective *de minimis* removing of brush, pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Premises, including woods, roads, fence lines, trails and meadows;

(3) Non-native or nuisance species. The removal of non-native nuisance or invasive species, the interplanting of native species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;

(4) Composting. The stockpiling and composting of stumps, trees and brush limbs and similar biodegradable materials originating on the Premises, provided that such stockpiling and composting is in locations where the presence of such activities will not impair the conservation values or purposes (including scenic values) of this Restriction. No such activities will take place closer than one hundred (100) feet from any wetland, waterbody or stream;

(5) Wildlife Habitat Improvement. With the prior written approval of Grantee, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife or wildlife habitat, including selective planting of native trees, shrubs and plant species, or, in consultation with the MA Natural Heritage and Endangered Species program, rare or endangered species;

(6) Trails. The marking, clearing and maintenance of existing trails for Outdoor Passive Recreational Activities described herein. With prior approval of the Grantee, the construction of new trails or the relocation or alteration of existing trails, provided that any construction, relocation, or alteration results in trails that are no wider than eight (8) feet;

(7) Easements. Exclusively within the area shown on the Plan as the Utility Easement, the installation, maintenance, repair, and replacement of underground piping, rip rap, spillways, grading, utility lines and all other materials as reasonably necessary to provide utilities to the Residential Units, provided that upon completion of any site work performed in conjunction with this Paragraph II(B)(7), any disturbed areas not necessary for the exercise of this 'Easements' reserved right shall be restored substantially to the conditions with respect to soil material, grade, and vegetated ground cover as documented in the Baseline Report, as applicable, or in conformance with the conditions with respect to soil material, grade, and vegetated ground cover that existed prior to said work, if said work is done in any area not documented in the Baseline Report.

Anywhere on the Premises, and with the prior written approval of the Grantee, and pursuant to any applicable requirements of the Special Permit, the installation, maintenance, repair, and replacement of stormwater management structures necessary to protect the conservation values and purposes of this Conservation Restriction.

(8) Project Development. All activities needed to perform the work permitted by Special Permit, which may include minor disturbances to the Premises in order to complete the construction of the Residential Units, provided such activities comply with the terms of the Special Permit. During construction of the Residential Units, installation of the materials needed to utilize the easements pursuant to Section II(B)(7) will be completed. Upon completion of any site work performed in

conjunction with this Paragraph II(B)(8), any areas of the Premises disturbed as a result of the construction of the Residential Units shall be restored substantially to the conditions with respect to soil material, grade, and vegetated ground cover as documented in the Baseline Report, as applicable, or in conformance with the conditions with respect to soil material, grade, and vegetated ground cover that existed prior to said work, if said work is done in any area not documented in the Baseline Report

(9) Signs. The erection, maintenance and replacement of kiosks and signs with respect to hunting, trespass, trail access, identity and address of the occupants, the Grantee's interest in the Premises and the protected conservation values; and

(10) Permits. The exercise of any right reserved by Grantor under this Paragraph B shall be in compliance with zoning, the Wetlands Protection Act, 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 whether such permit should be issued.

(11) Best Management Practices. The exercise of any right reserved by Grantor under this Paragraph B shall follow, when available and if applicable, established, up to date, and regionally-applicable Best Management Practices or similar standards developed by a governmental agency or other entity with known expertise in the area of practice and designed to protect the natural features potentially affected by the action(s).

C. Notice and Approval.

Whenever notice to or approval by Grantee is required under the provisions of paragraphs A or B, Grantor shall notify Grantee in writing by a method requiring proof of receipt 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 to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within 60 days of receipt of Grantor's request. Grantee's 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 to respond in writing within 60 days shall be deemed to constitute approval by Grantee 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, and provided the requested activity is not prohibited herein, and the activity will not materially impair the Purposes or conservation values of this CR.

III. LEGAL REMEDIES OF THE GRANTEE

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 will 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 agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Conservation Restriction.

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 pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

D. Acts Beyond the Grantor's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. The parties agree to cooperate in restoration of the Premises, if desirable and feasible.

IV. ACCESS

The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction. The Grantor also grants to the Grantee, after notice of a violation and failure of the Grantor to cure said violation, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines. This Conservation Restriction does not grant any rights of access to the general public. Except as specifically set forth herein, use of the Premises shall only be for the owners of units within the Whitewood Preserve Condominium.

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 after review and approval by the Massachusetts Secretary of Energy and Environmental Affairs. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with paragraph B below, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds, and after complying with the terms of any gift, grant, or funding requirements. 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, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction bears to the value of the unrestricted property. Such proportionate value of the Grantee's property right shall remain constant.

C. Grantor/Grantee Cooperation Regarding Public Action

Whenever all or any part of the Premises is extinguished 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 according to the fair market value of their interest after complying with the terms of any gift, grant, or funding requirements. 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 itself and its successors and assigns, appoint the Grantee their 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 instruments upon request.

C. Running of the Benefit

The benefits of this Conservation Restriction shall run to the Grantee, 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; that the Assignee is not an owner of the fee in the Premises, 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. Any assignment will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

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 it divests itself of any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee not less than twenty (20) days prior to the execution of such transfer. Failure to do so shall not impair the validity or enforceability of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts
The Grantor shall not be liable for violations occurring after its ownership. 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 thirty (30) days, execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance or non-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 a non-fee owner eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts in order to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

X. AMENDMENT

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will 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, or where 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 Energy and Environmental Affairs and if applicable, shall comply with the provisions of Article 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Worcester 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 timely recorded in the Worcester County Registry of Deeds.

XII. 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: Kevin W. Lobisser, Manager, Snowflake LLC, 1 Charlesview Road, Hopedale, MA 01747
To Grantee: Milford Conservation Commission, Milford Town Hall, 52 Main Street, Milford, MA 01757

or to such other address as any of the above parties shall designate from time to time by written notice to the other. If the notice is returned to sender as undeliverable, notice shall be re-sent to as current an address as is reasonably ascertainable by the parties.

XIII. 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 Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

B. The Grantor swears under the pains and penalties of perjury that no person or entity is entitled to Massachusetts General Law Chapter 188 Homestead rights in favor of this Conservation Restriction with respect to any portion of the Premises affected by this Conservation Restriction.

C. Subordination. The Grantor shall record at the appropriate Registry of Deeds simultaneously with this Conservation Restriction all documents necessary to subordinate any mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

D. Attached hereto and incorporated herein are the following:

Signature Pages

Grantor – Snowflake, LLC
Grantee Acceptance – Milford Conservation Commission
Approval of the Town of Milford Select Board
Approval of the Secretary of Energy and Environmental Affairs

Exhibits

Exhibit A – Legal Description of the Premises

Exhibit B – Reduced Copy of Plan of Premises

WITNESS my hand and seal this _____day of _____, 2019.

Snowflake, LLC

By:_____
Kevin W. Lobisser, Manager

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, ss.

On this _____ day of _____, 2019, before me, the undersigned notary public, personally appeared Kevin W. Lobisser and proved to me through satisfactory evidence of identification (personal knowledge) to be the person whose name is signed above and acknowledged to me that he signed it voluntarily for its stated purpose as manager of Snowflake, LLC.

_____
NOTARY PUBLIC:
MY COMMISSION EXPIRES:

ACCEPTANCE BY CONSERVATION COMMISSION

We, the undersigned, being a majority of the Conservation Commission of the Town of Milford, Massachusetts, hereby certify that at a public meeting duly held on _____, 2019, pursuant to a vote of the Town of Milford Board of Selectmen on _____, 2019, the Conservation Commission voted to approve and accept the foregoing Conservation Restriction from Snowflake, LLC pursuant to M.G.L. Chapter 184 Section 32 and Chapter 40 Section 8(C) and do hereby accept the foregoing Conservation Restriction

TOWN OF MILFORD
CONSERVATION COMMISSION

_____ _____

_____ _____

_____

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss

On this _____ day of _____, 2019, before me, the undersigned Notary Public, personally appeared _____, who proved to me through satisfactory evidence of identification, which was_____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, as a member of the Conservation Commission of the Town of Milford.

_____
(Official Signature and Seal of Notary)

APPROVAL OF SELECT BOARD

We, the undersigned, being a majority of the Board of Selectmen of the Town of Milford, hereby certify that at a public meeting duly held on _____, 2019, the Board voted to approve the foregoing Conservation Restriction from Snowflake, LLC to the Town of Milford acting by and through its Conservation Commission in the public interest pursuant to Section 32 of Chapter 184 of the General Laws of Massachusetts.

TOWN OF MILFORD
BOARD OF SELECTMEN

_____ _____

_____ _____

_____

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss

On this _____ day of _____, 2019, before me, the undersigned Notary Public, personally appeared _____, who proved to me through satisfactory evidence of identification, which was_____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, as a member of the Town of Milford Board of Selectmen.

_____
(Official Signature and Seal of Notary)

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 Snowflake, LLC to the Town of Milford acting by and through its Conservation Commission has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: _____, 2019

_____
MATTHEW A. BEATON
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this day of _____, 2019, before me, the undersigned notary public, personally appeared MATTHEW A. BEATON, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

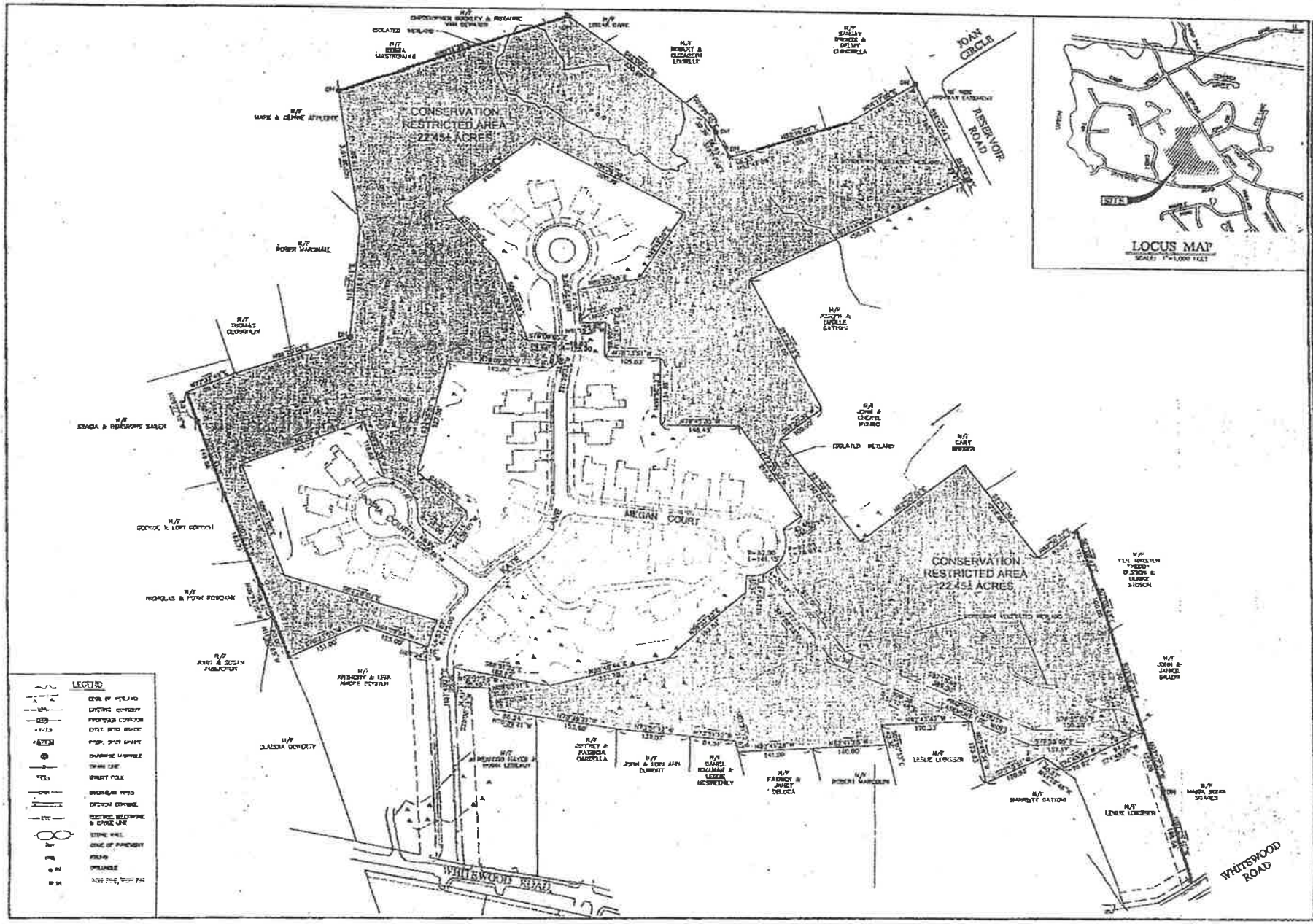
_____
Notary Public
My Commission Expires:

Exhibit A
Description of Premises

The Premises subject to this Conservation Restriction is the parcel of land located in the Town of Milford, Worcester County, Commonwealth of Massachusetts, containing a total of 26.59 acres, shown as "CONSERVATION RESTRICTION PLAN For Whitewood Preserve In Milford, Massachusetts" dated January 7, 2019, prepared by Allen Engineering & Associates, Inc., and recorded at the Worcester District Registry of Deeds in Plan Book ___, Plan _____, a reduced copy of which is attached hereto as Exhibit B.

Street Address:
Kate Lane, Popia Drive, Megan Way
Milford, MA 01757

Exhibit B
Reduced Copy of Plan of Premises



PLAN AND DEED REFERENCES:

1. PROPERTY LINE AND TOPOGRAPHIC INFORMATION SHOWN FROM PLAN BY SUDBRIDGE AND MAUREL INC DATED 7/19/07.
2. ASSESSORS REFERENCE: MAP 23, PARCEL 177, LOT 7C
3. DEED REFERENCE: WORCESTER REGISTRY BOOK 48463 PAGE 324
4. THE SITE FALLS DEED MAY FALL WITHIN A MAPPED FLOOD ZONE ACCORDING TO FLOOD INSURANCE RATE MAPS AND IN ACCORDANCE WITH THE LATEST MAPS ON FILE LATEST VERSION.
5. ALLEN ENGINEERING & ASSOC. INC. IS NOT RESPONSIBLE FOR ANY FLOODING ON OR OFF SITE FLOODING THAT MAY EXIST OR THAT MAY RESULT FROM THE FUTURE DEVELOPMENT OF THIS PARCEL.

SURVEY & APPLICANT:

Kevin Lobisser
Snowflake, LLC
1 Charlesview Road
Hopedale, MA 01747

TITLE:

CONSERVATION RESTRICTION PLAN

For

Whitewood Preserve

in

Milford, Massachusetts

PROFESSIONAL LAND SURVEYOR

PREPARED BY:

ALLEN ENGINEERING & ASSOCIATES, INC.
Civil Engineers Surveyors
Land Development Consultants
One Charlesview Road
Suite 2
Hopedale, Ma 01747
(508) 381-3212 Phone
www.aea-inc.com

SCALE: 1"=80 FEET

DATE: January 7, 2019

REVISIONS

#	DATE	DESCRIPTION	INIT

JOB NO: 00131 SHEET: 1 of 1

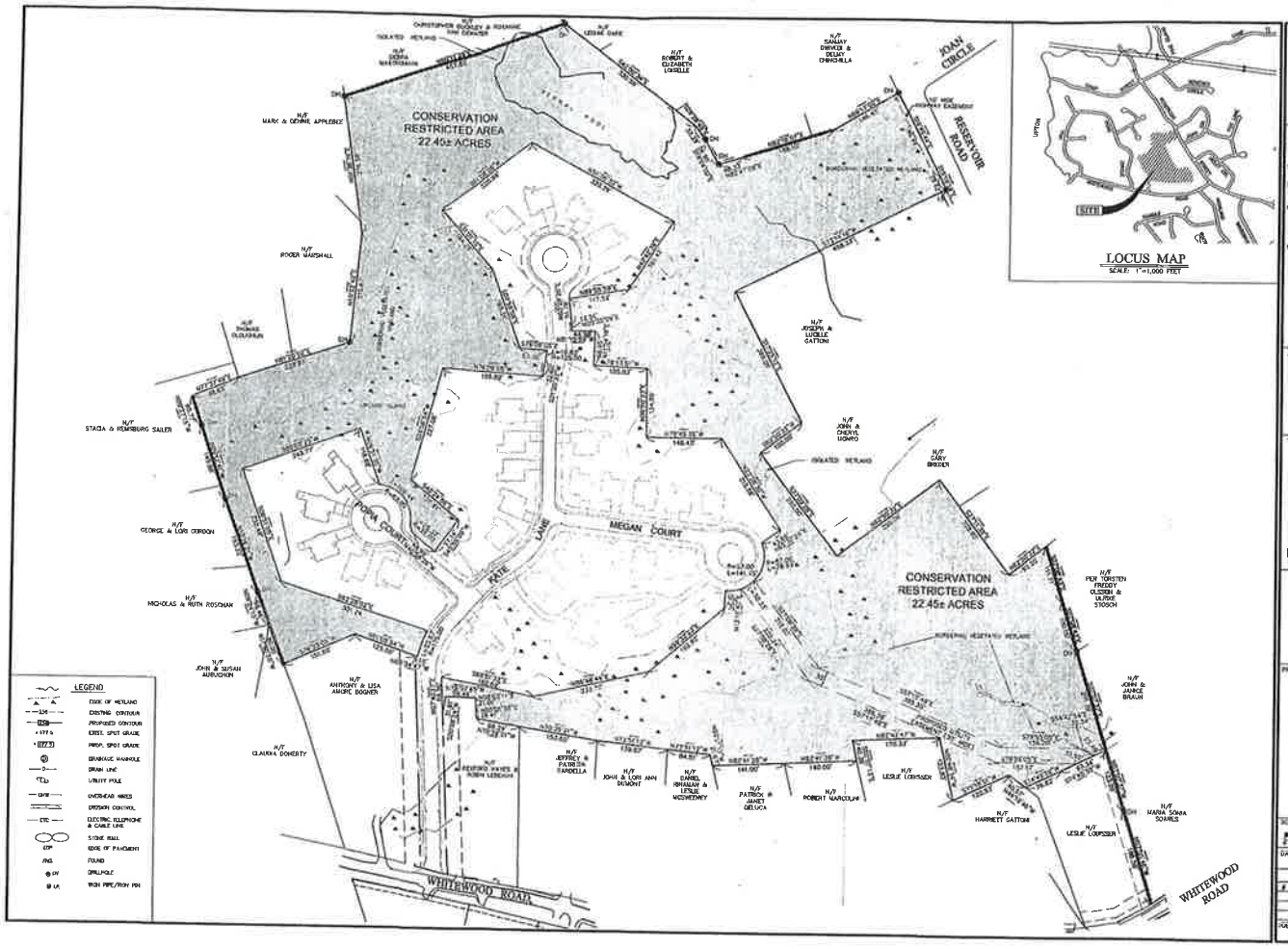
Baseline Documentation Report for Whitewood Preserve Conservation Restriction

Whitewood Preserve
0 Whitewood Road
Milford, MA 01757

Grantor:
Snowflake, LLC
31 Whitewood Road
Milford, MA 01757

Prepared by:

Scott Goddard, Principal & PWS
January 15, 2019



PLAN AND DEED REFERENCES:

1. PROPERTY LINE AND TOPOGRAPHIC INFORMATION TAKEN FROM PLAN BY DUDEWICZ AND KRAMER, INC DATED 8/15/15.
2. ASSESSORS REFERENCE: MAP 33, PARCEL 111, LOT 60
3. DEED REFERENCE: WORCESTER REGISTRY BOOK: 58442 PAGE: 331
4. THE SITE FALLS DUCE NOT FALL WITHIN A MAPPED FLOOD ZONE ACCORDING TO FLOOD INSURANCE RATE MAPS, AND IN ACCORDANCE WITH THE LATEST MASS GIS DATA LAYER 10/2016.
5. ALLEN ENGINEERING & ASSOC. INC. IS NOT RESPONSIBLE FOR ANY EXISTING OR OFF SITE CONDITIONS THAT MAY EXIST OR THAT MAY RESULT FROM THE FUTURE DEVELOPMENT OF THIS PARCEL.

OWNER & APPLICANT:

Kevin Lobisser
Snowflake, LLC
1 Charlesview Road
Hopedale, MA 01747

TITLE:

CONSERVATION RESTRICTION PLAN

For

Whitewood Preserve

In

Milford, Massachusetts

PROFESSIONAL LAND SURVEYOR

PREPARED BY:

ALLEN ENGINEERING & ASSOCIATES, INC.
Civil Engineers Surveyors
Land Development Consultants
One Charlesview Road
Suite 2
Hopedale, Ma 01747
(508) 381-3212 Phone

SCALE: 1"=60 FEET

DATE: January 7, 2019

REVISIONS

#	DATE	DESCRIPTION	INIT

JOB NO: 00131 SHEET: 1 of 1

Grantor: Arthur J. Gutierrez, Jr. and Gloria M. Gutierrez, Trustees of Cedar Street Realty Trust
Grantor: JMDH Real Estate of Milford, LLC
Grantee: Town of Milford
Property Address: adjacent to Deer Street, off Cedar Street, Milford, MA
Grantor's Title: For Gutierrez's title see Quitclaim Deed dated February 15, 2007 and recorded with said Worcester County District Registry of Deeds in Book 40682, Page 313; see Quitclaim Deed dated March 4, 2008 and recorded with said Worcester County District Registry of Deeds in Book 42514, Page 281; see Quitclaim Deed dated January 28, 2010 and recorded with said Worcester County District Registry of Deeds in Book 45402, Page 18; and see Quitclaim Deed dated May 23, 2012 and recorded with said Worcester County District Registry of Deeds in Book 49017, Page 55. For JMDH's Title, see Quitclaim Deed dated May 16, 2017 and recorded with said Worcester County District Registry of Deeds in Book 57237, Page 229.

CONSERVATION RESTRICTION

We, ARTHUR J. GUTIERREZ, JR. AND GLORIA M. GUTIERREZ, TRUSTEES OF CEDAR STREET REALTY TRUST, u/d/t dated January 15, 2007 and recorded with the Worcester County District Registry of Deeds in Book 45046, Page 357, with a mailing address c/o The Gutierrez Company, 200 Summit Drive, (f/k/a 200 Wheeler Road), Suite 400, Burlington , Middlesex County, MA 01803 ("Gutierrez") and JMDH Real Estate of Milford, LLC with a mailing address of c/o Jetro Cash and Carry Enterprises, LLC, 15-24 132nd Street, College Point, NY 11356 Attn: Executive Chairman ("JMDH") being the sole owners, for our successors and assigns holding any interest in the Premises as hereinafter defined, (collectively hereinafter referred to as the "Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grants to THE TOWN OF MILFORD, acting by and through its Conservation Commission by authority of the Massachusetts General Laws Chapter 40 Section 8C, having an address at 52 Main Street, Milford, Worcester County, MA 01757, . its permitted successors and assigns ("the Grantee"), with QUITCLAIM COVENANTS, for nominal consideration the sufficiency of which is hereby acknowledged, in perpetuity, and exclusively for conservation purposes as expressly provided for herein, the following described CONSERVATION

RESTRICTION, on a 19.889 acre portion of a 52.6 acre property, more or less, on multiple parcels in the Town of Milford, County of Worcester, Commonwealth of Massachusetts, specifically, portions being described as "Conservation Restriction Easement #1A, "Conservation Restriction Easement #1B-1", "Conservation Restriction Easement #1B-2", and "Conservation Restriction Easement 5A", shown on the plan entitled "Easement Plan of Land in Milford, Massachusetts" dated July 27, 2017, prepared by Vanasse Hangen Brustlin, Inc., and recorded in the Worcester County District Registry of Deeds at Plan Book 929 as Plan 27, and attached hereto as Exhibit "B" (collectively the "Plan"); being more particularly described in the Baseline Documentation Report and Survey described herein to be kept on file at the offices of the Grantee and incorporated herein by this reference ("Premises"). Specifically, Gutierrez is the owner of Conservation Restriction Area #1A on Lot 1A, and the owner of Conservation Restriction Area #5A on Lot 4 (the "Gutierrez Premises"), and JMDH is the owner of Conservation Restriction Area #1B-1 and the owner of Conservation Restriction Area #1B-2, both located on Lot 1B (the "JMDH Premises"). The Grantor and the Grantee, their successors and assigns, are bound by and subject to the terms and conditions of this Conservation Restriction.

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 the Conservation Restriction is to assure that the Premises will be retained in in its current condition in perpetuity and for conservation purposes, substantially in its natural, scenic, undeveloped and vegetated condition as set forth herein and to prevent any use of the Premises that will impair or interfere with the Conservation Values of the Premises. This Conservation Restriction supersedes the Declaration of Restriction recorded on the Premises in the Worcester County District Registry of Deeds at Book 57548, Page 308. The conservation of the Premises will yield a significant public benefit for the following reasons:

a. Wildlife & Habitat Protection: Conservation of the Premises will protect habitat used by a variety of wildlife including, but not limited to, the Wood Turtle (*Glyptemys insulpta*) which is state-listed as a species of Special Concern pursuant to the Massachusetts Endangered Species Act (MESA) (G.L. c. 131A:3 and 321 CMR 10.23)

b. Nearby Natural Areas: The Premises contain unusual, unique or outstanding qualities, the protection of which in their natural or open condition will be of benefit to the public. These qualities include: wetlands, wooded upland habitat for the Wood Turtle, native plants and wildlife, scenic beauty and opportunities for passive recreation consistent with the protection of open space and habitat. The diversity of natural habitats on the Premises, and its location, make these parcels of educational and conservation value.

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 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 town of Milford.

d. Flood Plain Protection: A portion of the Premises lies within the 100-year floodplain of the Charles River. 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 resource areas.

f. Massachusetts Endangered Species Act ("MESA"): This Conservation Restriction is granted pursuant to and in accordance with the requirements set forth in Conservation and Management Permit No. 009-154, dated November 17, 2009, as may be amended, issued by the Commonwealth of Massachusetts Division of Fisheries and Wildlife acting through the Natural Heritage and Endangered Species Program ("Division") recorded at Book Page No, in the Worcester County District Registry, and incorporated by reference herein and attached hereto as Exhibit "C" ("CMP").

All parties agree that the Declaration of Restriction recorded on 8/8/17 in the Worcester County District Registry of Deeds (at Book 57548, Page 308) as required by the CMP shall be released from the Premises portion of the "Open Space" referenced in the Declaration of Restriction, and referred to as "Conservation Restriction Easement Area #1A, "Conservation Restriction Area #1B-1", "Conservation Restriction Area #1B-2", "Conservation Restriction Area 5A", upon the (1) approval of this Conservation Restriction by the Secretary of the Executive Office of Environmental Affairs, *and* (2) recordation of the approved Conservation Restriction with endorsement by all required parties.

g. Other Relevant Purposes: These Conservation Values of the Premises and public benefits of this Conservation Restriction are described in more detail in the Baseline Documentation Report & Survey ("BDRS") to be kept on file at the office of the Grantee and incorporated herein by this reference. Grantor and Grantee agree that this BDRS provides an accurate representation of the condition and the objective information baseline at the time of the granting of this Conservation Restriction for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein. Notwithstanding, in the event that the BDRS is unavailable, or is determined to be inadequate for resolving any issue that may arise after the granting of this Conservation Restriction, other evidence may be used to show the condition of the Premise at either the time of the grant or some subsequent point in time.

h. Historic Preservation: Conservation and appropriate management of the land has an important public benefit by preserving historic and archaeological resources of the ancient and historical period occupation and land use of the Premises.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, the Grantor and the Grantee voluntarily agree that the Conservation Restriction described herein is an appropriate means to ensure compliance with the CMP issued pursuant to MESA and achieve the community's open space goals and objectives, all of which thereby represent significant public benefits.

II. DEFINITIONS:

a. Conservation Values: shall mean, without limiting the generality of the terms, those conservation attributes set forth above in Section I and as further described in the BDRS.

b. Hazardous Material: shall mean any material or substance that, whether by its nature or use, is now or hereafter defined as a pollutant, dangerous substance, toxic substance, hazardous waste, hazardous material, hazardous substance or contaminant under any environmental law, or which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous and which is now or hereafter regulated under any environmental law.

c. Pervious: shall mean built of materials consisting of unconsolidated minerals such as sand, dirt or gravel, or natural materials such as wood chips or grass.

d. Structure: (whether or not said term is capitalized) shall mean anything constructed or erected which requires permanent or temporary location on, in, over or under the ground or permanent or temporary attachment to something which is erected or placed on the ground and designed, intended or arranged for the housing, shelter, enclosure and/or structural support of persons, animals or property of any kind, including but not limited to houses, mobile homes, tents, barns, sheds, greenhouses, treehouses, and other buildings of any kind; silos and cribs; swimming pools; playing courts; outdoor riding rings; fences; pads; patios and decks; docks; bridges; roads; driveways and parking areas (whether surfaced with macadam, brick, paving stones, gravel, clay or other material); artificially surfaced walkways; solar panels; satellite dishes and antennae; signs and billboards; storage tanks; windmills and wind turbines; and water, sewer, power, fuel, gas and communication lines, other utility systems and related facilities.

e. Passive Recreation: activities that are non-consumptive uses of resources and do not require prepared facilities like sports fields and pavilions. Passive recreation activities place minimal stress on the site's resources and are compatible with the Conservation Values. Examples include hunting, hiking, wildlife viewing, observing and photographic nature, picnicking, walking, bird watching, running/jogging, star gazing, and fishing. Passive recreation excludes mountain bikes, use of motorized vehicles, and horse-back riding, unless specified herein.

f. Baseline Documentation Report & Survey (BDRS): Baseline Documentation Report & Survey ("BDRS") consists of maps, narratives, survey plans and aerial and ground photographs, which portray the condition of a restricted property at the time of the creation of the BDRS and immediately prior to recording of the Restriction. The purpose of the BDRS is to provide a baseline from which future changes to the property, whether natural or human-caused, can be measured including to objectively and accurately document natural or other uses, physical features, improvements, trails and as they relate to the prohibited and permitted uses of the restricted area.

III. PROHIBITED USES & RESERVED RIGHTS:

a. Prohibited Uses: Except as to reserved rights set forth in Section III(b.) below, the Grantor shall not perform or permit others to perform the following acts or uses, which are prohibited, in, on, over or under the Premises:

i. Constructing, placing, or allowing to remain any Structure on, above, or below the surface of the Premises;

ii. Mining, excavating, dredging or removing of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise making topographical changes to the area of the Premises;

iii. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree cuttings, waste or Hazardous Material or other substance or material whatsoever, whether or not generated on the Premises, or the installation of underground storage tanks;

iv. Removing, cutting, pruning or destroying vegetation (native or non-native), including, but not limited to trees or plants, understory, grasses and ground covers, except as allowed in writing by the Grantee and Division to remove hazards to users;

v. The application or use on the Premises of fertilizers, fungicides, herbicides or pesticides in any quantity;

vi. The planting, release, cultivation, maintenance, or other activity that would result in the introduction of plant or animal species that pose a substantial risk of being invasive or are otherwise detrimental to the native plant and animal community on the Premises, as determined by the Division. A list of plant species deemed to be invasive, as of the time of this grant, is provided in the Massachusetts Prohibited Plant List, which is updated and maintained by the Massachusetts Department of Agricultural Resources;

vii. Activities detrimental to drainage, flood control, erosion control, water or soil conservation, archaeological resources or the quality of ground water and wetlands;

viii. Any commercial recreation, other business or industrial use;

ix. Animal penning or grazing; holding horses, pets, livestock, or domestic animals within a paddock; horseback riding, causing or permitting any domestic or livestock to be unattended or to roam or be at large on the Property; and the storage or dumping of manure or other animal wastes; any agricultural use;

x. The use, parking or storage of motorized vehicles, including, but not limited to, trucks, trail bikes, motorized or non-motorized, all-terrain vehicles, dune buggies, boats, trailers, and snowmobiles, except as necessary by the police, fire fighters, ambulance services, or other governmental agents in carrying out their lawful duties; and except for motorized wheelchairs or scooters used by physically challenged parties;

xi. The disruption, removal, or destruction of any stone walls or granite fences or posts, cellar holes, or other historical and archaeological features and deposits, artifact retrieval, and metal detecting are prohibited, except with the concurrence of the Massachusetts Historical Commission pursuant to the notice procedure set forth in Section III. c. on the Premises;

xii. Recognizing Gutierrez owns the Gutierrez Premises on two (2) separate parcels and JMDH owns the JMDH Premises, further division, subdivision or conveyance of a part or portion of the Gutierrez Premises or the JMDH Premises alone, or division or further subdivision of the Gutierrez Premises or the JMDH Premises (as compared to conveyance of the Premises in its entirety which shall be permitted) is prohibited, and no portion of the premises may be used towards additional building or additional development requirements on this or any other parcel beyond that previously approved;

xiii. No person may damage, disturb or remove any part or portion of the Premises or any other resource, real, natural, personal, cultural or historic, except through hunting, fishing, or trapping where permitted and carried out in accordance with regulations issued by the Division of Fisheries and Wildlife subject to MGL Ch 130, 101 and 321 CMR, or other written authorization from the Division of Fisheries and Wildlife; and

xiv. Any other use of the Premises or activity thereon which is inconsistent or interferes with, or that would materially impair the purposes or Conservation Values of this Conservation Restriction, unless necessary in an emergency for the protection of the Conservation Values that are the subject of this Conservation Restriction.

b. Reserved Rights in the Premises: Notwithstanding any language to the contrary set forth in this Conservation Restriction, the Grantor reserves the right to conduct or permit the following activities provided they do not materially impair the Conservation Values or purposes of this Conservation Restriction or other significant interests:

i. With prior written permission of the Grantee and Division and after consultation with and consistent with the advice of a professional biologist to ensure such use will not be detrimental to any state-listed species or other wildlife, the erection and maintenance of sight-pervious, non-enclosing, wildlife friendly fences, such as wooden split rail or other open-faced fences, or low hedges of native species;

ii. The right to install temporary or permanent boundary monuments; the right to erect and maintain small signs that provide information including identifying the Grantor and Grantee provided that such signage is consistent with the purposes of this Conservation Restriction and does not identify the location or existence of any specific state-listed species on the Premises;

iii. With prior written permission of the Grantee and Division, the right to remove or control hazardous trees, poison ivy, oriental bittersweet, other invasive or exotic species, insect infestations, diseases, and other types of pests by methods, including but not limited to, the use of spot-applied herbicides, fungicides and pesticides in a manner that minimizes damage to surrounding, non-target species and preserves water quality;

iv. With prior written permission of the Grantee and Division the right to restore, maintain, enhance or otherwise manage biotic communities or habitats for native or rare species that include, but are not limited to, application of herbicide,

selective planting of native species, cutting, prescribed burning or removal of native vegetation, forestry, and modification of soils. Where the CMP requires habitat restoration, maintenance or enhancement of rare species habitat, no written permission shall be required from the Grantee. All habitat restoration, maintenance or enhancement of rare species habitat shall be done in accordance with the written permission of the Division, or applicable CMP requirements;

v. The marking, clearing, mowing or maintaining of any footpaths, trails and woods roads on the Premises existing and shown on the Plan and described in the BDRS, including the erection and maintenance of any possible markers or interpretive signage or on an interpretive kiosk (following approval in writing by the Grantee and the Division);

vi. The creation of new trails, provided the Grantee and the Division have approved the same in writing;

vii. The erection, maintenance and replacement of signs with respect to hunting, trespass, trail access, identity and address of the occupants, sale or leasing of the Premises, the Grantee's interest in the Premises, and the protected conservation values, provided such signs do not identify the location or existence of any specific state-listed species per the Massachusetts Endangered Species Act (MGL c131A) and its implementing regulations (321 CMR 10.00) Signs may use generalized terms such as "Sensitive Ecological Community," "wildlife habitat", "rare animal habitat" or other generalized terms;

viii. All actions and activities required or authorized by the Order of Conditions recorded in the Worcester County District Registry of Deeds at Book 57174 Page 269, amended by an Amended Order of Conditions recorded in the Worcester County District Registry of Deeds at Book 57225 Page 368 (collectively, the "OoC"), as the OoC may be subsequently amended and duly recorded with the Worcester County District Registry of Deeds with reference to the OoC and this Conservation Restriction. Where the OoC requires water quality monitoring, no written permission shall be required from the Grantee.;

ix. The Gutierrez Premises consist of two separate, non-contiguous defined areas (Conservation Restriction Easement #1A and Conservation Restriction Easement #5A) that may be conveyed separately from each other and separately from the JMDH Premises. The JMDH Premises consists of two defined areas (Conservation Restriction Easement #1B-1 and Conservation Restriction Easement #1B-2) that may remain as part of Lot 1B and may be conveyed together, with Lot 1B, and separate from the Gutierrez Premises. Further subdivision or conveyance of part or a portion of the Premises, beyond that described above, shall be permitted only with the written approval of the Grantee and the Division. Grantee's and Division's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed division shall not impair the purposes and conservation values of this Conservation Restriction. All conveyances are subject to the terms and provisions of this Conservation Restriction;

x. Hiking, hunting (provided hunting is only with the express written permission of both Grantor and Grantee and where otherwise authorized by law), cross-country skiing, snowshoeing, and other non-motorized outdoor passive recreational activities that do not materially alter the landscape, do not degrade environmental quality, or do not involve more than minimal use for commercial recreational activities and that are confined to designated trails;

xi. All actions and activities required or authorized by the CMP, as the CMP may be subsequently amended and duly recorded with the Worcester County District Registry of Deeds with reference to the CMP and this Conservation Restriction; Where the CMP requires habitat restoration, maintenance or enhancement of rare species habitat, no written permission shall be required from the Grantee;

xii. Any work undertaken in conjunction with the reserved rights mentioned above in paragraph III.B. shall seek to minimize disturbance to the Premises. Upon completion of any site work performed in conjunction with paragraph III(b.), any disturbed areas shall be restored substantially to match the conditions with respect to soil material, grade, and vegetated ground cover that existed prior to said work; and

xiii. The conduct of archaeological activities, including without limitation survey, metal detecting, excavation and artifact retrieval, conducted under the direction of a qualified organization or person, following submission of an archaeological field investigation plan and its approval in writing by Grantee, the Division in accordance with the requirements of MESA and the State Archaeologist of the Massachusetts Historical Commission (or appropriate successor official).

xiv. Safeguarding Historic and Archaeological Resources. New construction, demolition, or rehabilitation activity in support of reserved rights and permitted uses, and any other activity in support of reserved rights and permitted uses that proposes disturbance to the surface or subsurface of the ground, shall require prior consultation with the Massachusetts Historical Commission (or appropriate successor official) to prepare a protocol and procedures to identify, evaluate, and adopt feasible alternatives to avoid, minimize, or mitigate any adverse effects to historic and archaeological assets. Grantor and Grantee shall make every reasonable effort to prohibit any person from conducting archaeological field investigation including metal detecting, digging, or artifact collecting without approval of the State Archaeologist of the Massachusetts Historical Commission (or appropriate successor official), and shall promptly report any such prohibited activity to the State Archaeologist of the Massachusetts Historical Commission (or appropriate successor official). Grantor and Grantee shall include the prohibition against digging, artifact collecting, or metal detecting in any list of rules for visitors to the Premises.

The exercise of any right reserved by the Grantor under paragraph III(b) shall be in compliance with the then-current Zoning By-Laws of the Town of Milford, and all other applicable federal, state, county and local laws, bylaws, rules and regulations, including, but not limited to Massachusetts Historic Commission regulations and local wetland conservation commission bylaws and regulations. The inclusion of any

reserved right in paragraph III(b) requiring a permit from a public agency does not imply that the Grantee or the Division takes any position on whether such permit should be issued.

IV. ADDITIONAL PROVISIONS:

a. NOTICE AND APPROVAL:

Whenever notice to or approval by either Grantee or Division is required, Grantor shall notify Grantee or Division, as applicable, 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, MESA Tracking Number and/or CMP Number, if applicable, and any other material aspect of the proposed activity in sufficient detail to permit the Grantee or Division, as applicable, to make an informed judgment as to its consistency with the purposes of this Conservation Restriction and CMP. Where Grantee's or Division's approval is required, Grantee or Division, as applicable, shall grant or withhold approval in writing within 60 days of receipt of Grantor's request. The Grantee or Division may require the submittal of additional information necessary to evaluate the proposed activity and to make an informed judgment within 60 days of receipt of Grantor's request. Grantee's or Division's approval, as applicable, 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 and the CMP.

Where Grantee or Division, as applicable, fail to respond in writing within 60 days, such failure shall be deemed to constitute approval by Grantee or Division, as applicable, 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, the requested activity is not prohibited herein, is not in violation of any local, state or federal law, including but not limited to MESA, and the activity will not materially impair the conservation values or purposes of this Conservation Restriction. Regardless of whether any notice requests any consent to be granted or action to be taken, such notices shall be given as described herein Section IV.k.

b. LEGAL REMEDIES OF THE GRANTEE:

i. **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 will 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 agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Conservation Restriction.

Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred and properly documented 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. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey and to have the boundaries permanently marked.

The Conservation Restriction shall also be enforceable by the Commonwealth of Massachusetts acting through the Division; and does not limit in any manner the Division's authorities or duties under G.L. c. 131 and 131A et. seq. or the implementing regulations for such statutory provisions.

ii. **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.

iii. **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 pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

iv. **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. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Premises, if desirable and feasible.

c. ACCESS:

This Conservation Restriction does not grant to the Grantee, to the Division, to the public, or to any other person or entity any right to enter upon the Premises, except as follows:

The Grantor hereby grants to the Grantee and Division, or its duly authorized agents or representatives, the right to enter the Premises upon reasonable written notice and at reasonable times, for the purpose of exercising the Grantee's or the Division's rights herein, including, but not limited to, inspecting the Premises to determine compliance with or to enforce this Conservation Restriction. The Grantor also grants to the Grantee and the Division, after notice of a violation and failure of the Grantor to cure said violation, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines.

Nothing herein contained shall, expressly or by implication, grant or give to the Grantee, to the Division, or to any other person, firm, corporation, trust, partnership, municipal corporation or any agency or instrumentality thereof or any other entity, or the general public, the right to enter the Premises for any

other purposes, there being no general intention to dedicate the Premises to any public use except as otherwise provided for herein. All access by the Grantee and the Division and/or their agents or representatives shall be at their sole risk. Notwithstanding the above access provision, nothing in this Conservation Restriction shall be construed to limit the Division's authority pursuant to Massachusetts General Laws, Chapter 131, Sections 4 and 11 to access the Premises.

The Grantor hereby grants to the Grantee and the Division, and their duly authorized agents or representatives, the right to enter upon the Premises, at reasonable times and after providing the Grantor with reasonable notice, for the purpose of conducting scientific investigations and research relative to rare species and rare species habitat. Any such entrants shall reasonably repair any damage resulting therefrom and Grantee and the Division shall indemnify and hold Grantor harmless as a result of such entry by Grantee or the Division.

The Grantor further hereby grants to the Grantee and the Division, and their duly authorized agents or representatives, an access easement over the unrestricted portions of Grantor's land, to access any and/or all portions of the Premises, including the area referred to as the Deer Street Extension as shown on the Plan, for the purpose of exercising the Grantee's or the Division's rights herein, at reasonable times, and after providing Grantor with reasonable notice. If circumstances should arise following the development of Grantor's land as more particularly described in the Permit, where Grantee and/or the Division requires reasonable physical access to any and/or all portions of the Premises over the unrestricted portions of Grantor's land, to exercise the Grantee's or the Division's rights hereunder, Grantor agrees to use reasonable measures for providing Grantee and the Division with such reasonable physical access as described herein.

Notwithstanding the foregoing, the Grantor further hereby grants to the Grantee and their duly authorized agents or representatives, and to the general public, as part of this Conservation Restriction, an easement to pass and repass on foot, over and upon a certain portion of the Premises, to permit public access for any of the passive outdoor recreational activities as set forth or permitted in Section II e. of this Conservation Restriction (the "public trail easement"). Such public trail easement shall be restricted to an existing dirt trail located within the boundaries of Conservation Restriction Easement Area #5A as shown on the Plan. Access to such dirt trail shall be by way of a new site driveway as part of Grantor's development, all as more particularly described in the Permit and Figure 1 of the Plan. Grantor shall provide for a break in the permanent turtle barriers (with possible gate) as part of Grantor's new site driveway, to permit Grantee and their duly authorized agents or representatives, and to the general public, access to the dirt trail for the purposes as described herein.

Public access to the remainder of the Premises or any other portion of Grantor's land is prohibited, and shall only be allowed with prior written permission of the Grantor.

This Conservation Restriction, and public trail easement as described herein, shall be governed to the fullest extent possible by the provisions of Massachusetts General Laws, Chapter 21, Section 17C.

By the acceptance of the within public trail easement, the Grantee hereby releases the Grantor from any and all risks and responsibilities to said Town and the general public relating to the use of the easement area pursuant to the aforesaid public trail easement, and further release said Grantor, its successors and assigns, from any obligation, express or implied, that it maintain the easement area or any structures or improvements thereon, or to be placed thereon, in any state or repair whatsoever, except for any portions of the temporary turtle barriers (consisting of entrenched siltation fencing) or permanent turtle barriers (consisting of fine mesh chain link fencing) Grantor shall construct as part of Grantor's development that

may fall within the aforesaid easement area or the Premises. It is expressly a condition of the grant and acceptance of the within public trail easement that all persons coming onto the easement area do so at their sole risk, and that the Grantor has no obligation whatsoever to maintain the easement area or repair or replace structures or improvements thereon for the Grantee except as provided for hereinabove. The Grantor and its successors and assigns, shall solely be responsible for the maintenance, repair, cleaning, inspection and replacement of any and all temporary turtle barriers or permanent turtle barriers that may fall within the public trail easement area or the Premises, with no obligation whatsoever to the Grantee to maintain, repair, or replace the same.

d. EXTINGUISHMENT:

i. 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 after review and approval by the Massachusetts Secretary of Energy and Environmental Affairs and the Division. 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 and after complying with the terms of any gift, grant, or funding requirements. Grantee shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein.

ii. Proceeds. Grantor and Grantee agree that the donation of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction, determined at the time of the gift, bears to the value of the unrestricted property at that time. Such proportionate value of the Grantee's property right shall remain constant. Any proceeds will be distributed only after complying with the terms of any gift, grant, or other funding requirements.

iii. 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 accordance with paragraph IV. d – above, after complying with the terms of any law, gift, grant, or funding requirements. 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.

e. ASSIGNABILITY:

i. 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.

ii. 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 Grantors, on behalf of itself and its successors and assigns, appoint the Grantee 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 reasonable instruments upon reasonable request.

iii. Running of the Benefit. The benefits of this Conservation Restriction shall run to the Grantee, 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; that the Assignee is not an owner of the fee in the Property, 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. Any assignment will comply with article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

f. SUBSEQUENT TRANSFERS:

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants 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 any of the above shall not impair the validity or enforceability of this Conservation Restriction. Any transfer will comply with article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, ifapplicable.

The Grantor(s) shall not be liable for violations occurring after transfer of their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction 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.

g. ESTOPPEL CERTIFICATES:

Upon request by the Grantor and after compliance with any of Grantor's obligations contained herein, the Grantee shall, within sixty (60) 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.

h. NON MERGER:

The parties intend that any future sale or 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 a non-fee owner that is qualified under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder and is eligible to receive this Conservation

Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts in order to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non- fee owner. If it is determined that a transfer or assignment of any interest will result in a merger, no such transfer or assignment 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.

i. AMENDMENT:

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will 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, or where 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 and the CMP, shall not affect its perpetual duration, shall be approved in writing by the Secretary of Energy and Environmental Affairs and Division, and if applicable, shall comply with the provisions of Article 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Worcester County District Registry of Deeds.

j. 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 a timely manner in the Worcester County District Registry of Deeds.

The Grantor shall record this instrument in timely fashion in the Worcester County District Registry of Deeds at Grantor's sole cost and expense.

k. 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 shall be duly served if delivered by registered or certified mail, return receipt requested, or if sent otherwise either be served personally or sent by first class mail, postage pre-paid, or via recognized overnight courier (providing a receipt of delivery), addressed as follows:

To Grantor (notify both Gutierrez and JMDH per below:

Cedar Street Realty Trust
c/o The Gutierrez Company
200 Summit Drive, Suite 400 (f/k/a Wheeler Road)
Burlington, MA 01803

JMDH Real Estate of Milford, LLC
c/o Jetro Cash and Carry Enterprises, LLC
15-24 132nd Street
College Point, NY 11356
Attn: CEO

To Grantee: Conservation Commission
Town of Milford
52 Main Street
Milford, MA 01757

To Division: Assistant Director for
Natural Heritage & Endangered Species
Program Massachusetts Division of Fisheries
& Wildlife
1 Rabbit Hill Road
Westborough, MA 01581

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

I. GENERAL PROVISIONS:

i. Controlling Law. The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

ii. 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.

iii. No Joint and Several Liability. The parties comprising the Grantor shall not, under any circumstance, be considered guarantors or sureties for any act, omission, failure, default, or other obligation of any other party comprising the Grantor. JMDH (and its successors and assigns) is, and shall remain, severally liable for all obligations under this Conservation Restriction solely in relation to Conservation Restriction Area #1B-1 and Conservation Restriction Area #1B-2 of the JMDH Premises. Gutierrez (and its successors and assigns) is, and shall remain, severally liable for all obligations under this Conservation Restriction solely in relation to Conservation Restriction Area #1A and Conservation Restriction Area #5A of the Gutierrez Premises.

iv. 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.

v. 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.

m. MISCELLANEOUS.

i. 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 Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

ii. Homestead

The Grantor hereby releases, agrees to waive, subordinate, and release any and all Massachusetts General Law Chapter 188 Homestead rights it may have in favor of this Conservation Restriction with respect to any portion of the Premises affected by this Conservation Restriction, and hereby agrees to execute, deliver and/or record any and all instruments necessary to effectuate such waiver, subordination and release. In all other respects, the Grantor reserves and retains any and all Homestead rights, subject to this Conservation Restriction, pursuant to M.G.L. c. 188 10(e).

iii. The Grantor shall record, at its sole cost and expense, at the appropriate Registry of Deeds, all documents necessary to subordinate any mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

iv. The Grantee acknowledges that it will cooperate in a timely fashion and at all times with the Grantor on any taxation issues, including but not limited to, executing appropriate forms such as Form 8283 (non-cash Charitable Contributions) when requested by Grantor.

v. The undersigned, Arthur J. Gutierrez, Jr., Trustee of Cedar Street Realty Trust (the "Trust") hereby certifies that (i) the Trust remains in full force and effect and has not been altered, amended (except as set forth herein), rescinded, revoked or terminated in whole or in part, (ii) Arthur J. Gutierrez, Jr. and Gloria M. Gutierrez are the sole Trustees of the Trust, and that only one Trustee is necessary to sign and bind all of the Trustees, (iii) none of the beneficiaries of the Trust is a corporation, no person who at any time has been a beneficiary of the Trust has died, and all of the beneficiaries of the Trust are eighteen (18) years of age or older, and are of sound mind, and (iv) have been authorized and directed by all of the beneficiaries of the Trust to execute and deliver this Conservation Restriction.

vi. Attached hereto and incorporated herein by reference are the following:

SIGNATURE PAGES:
Grantor
Grantee Acceptance
Approval by Milford Select Board
Approval of the Secretary of Energy and Environmental Affairs
Acknowledgement by the MA Division of Fisheries and Wildlife

EXHIBITS:
Exhibit A: Legal Description of the Premises
Exhibit B: Reduced Copy of the Plan
Exhibit C: MESA Conservation & Management Permit
Exhibit D: Gutierrez Premises (Cedar Street Realty Trust) Trustee Certificate

WITNESS my hand and seal this_____day of_____, 20___,

CEDAR STREET REALTY TRUST

_____

Arthur J. Gutierrez, Jr., as Trustee
and not individually

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss:

On this day of_____, 20 , before me, the undersigned notary public, personally appeared_____, and 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 he signed it voluntarily for its stated purpose.

_____

Notary Public
My Commission Expires:

JMDH REAL ESTATE OF MILFORD, LLC

_____

STATE OF NEW YORK

Queens County, ss:

On this day of_____, 20 , before me, the undersigned notary public, personally appeared_____, and 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 he signed it voluntarily for its stated purpose.

_____

Notary Public
My Commission Expires:

ACCEPTANCE OF GRANT BY TOWN OF MILFORD CONSERVATION COMMISSION

We, the undersigned, being a majority of the Conservation Commission of the Town of Milford, Massachusetts, hereby certify that at a duly convened public meeting at which a quorum was present and voting duly held on_____, 2018, the Conservation Commission voted to approve and accept the foregoing Conservation Restriction from CEDAR STREET REALTY TRUST and JMDH REAL ESTATE OF MILFORD, LLC pursuant to M.G.L. Chapter 184 Section 32 and Chapter 40 Section 8(C) and do hereby accept the foregoing Conservation Restriction.

MILFORD CONSERVATION COMMISSION:

_____

_____

_____

_____

_____

_____

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss:

On this day of_____, 20 , before me, the undersigned notary public, personally appeared_____, and 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 he signed it voluntarily for its stated purpose.

_____

Notary Public
My Commission Expires:

APPROVAL OF SELECT BOARD

We, the undersigned, being a majority of the Select Board of the Town of Milford, hereby certify that at a duly convened public meeting at which a quorum was present and voting duly held on_____, 20 , the Select Board voted to approve the foregoing Conservation Restriction from CEDAR STREET REALTY TRUST and JMDH REAL ESTATE OF MILFORD, LLC to The Town of Milford acting by and through its Conservation Commission in the public interest and pursuant to Section 32 of Chapter 184 of the General Laws of Massachusetts.

SELECT BOARD:

_____

_____

_____

_____

_____

_____

COMMONWEALTH OF MASSACHUSETTS

[Worcester, ss:

On this day of_____, 20 , before me, the undersigned notary public, personally appeared_____, and 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 he signed it voluntarily for its stated purpose.

_____

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 CEDAR STREET REALTY TRUST and JMDH REAL ESTATE OF MILFORD, LLC to the Town of Milford acting by and through its Conservation Commission has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated:_____, 20___

_____
MATTHEW A. BEATON
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this day of_____, 20 , before me, the undersigned notary public, personally appeared MATTHEW A. BEATON, and 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 he signed it voluntarily for its stated purpose.

_____
Notary Public
My Commission Expires:

ACKNOWLEDGEMENT BY THE MA DIVISION OF FISHERIES AND WILDLIFE

This grant of Conservation Restriction set forth above to the Town of Milford acting by and through its Conservation Commission by CEDAR STREET REALTY TRUST and JMDH REAL ESTATE OF MILFORD, LLC is acknowledged this_____day of_____, 201 . The MA Division of Fisheries and Wildlife (Division) acknowledges the reserved rights and obligations of the Division setforth herein.

_____

Jack Buckley, Director

Date: _____

COMMONWEALTH OF MASSACHUSETTS

On this_____day of_____, 201 , before me, the undersigned notary public, personally appeared Jack Buckley, proved to me through satisfactory evidence of identification, which was one of the following (check applicable box): □ a driver's license; □ a valid passport; □ personally known to be the person whose name is signed on the preceding or attached document; or □ other _____, and acknowledged to me that he/she signed it voluntarily for itsstated purpose as Director of the Commonwealth of Massachusetts Division of Fisheries and Wildlife.

_____

Notary Public

My commission expires:

Grantor: Arthur J. Gutierrez, Jr. and Gloria M. Gutierrez, Trustees of Cedar Street Realty Trust
Grantee: Town of Milford
Property Address: adjacent to Deer Street, off Cedar Street, Milford, MA
Grantor's Title: For Grantor's title see Quitclaim Deed dated February 15, 2007 and recorded with said Worcester County District Registry of Deeds in Book 40682, Page 313; see Quitclaim Deed dated March 4, 2008 and recorded with said Worcester County District Registry of Deeds in Book 42514, Page 281; see Quitclaim Deed dated January 28, 2010 and recorded with said Worcester County District Registry of Deeds in Book 45402, Page 18; and see Quitclaim Deed dated May 23, 2012 and recorded with said Worcester County District Registry of Deeds in Book 49017, Page 55.

CONSERVATION RESTRICTION

We, ARTHUR J. GUTIERREZ, JR. AND GLORIA M. GUTIERREZ, TRUSTEES OF CEDAR STREET REALTY TRUST, u/d/t dated January 15, 2007 and recorded with the Worcester County District Registry of Deeds in Book 45046, Page 357, with a mailing address c/o The Gutierrez Company, 200 Summit Drive, (f/k/a 200 Wheeler Road), Suite 400, Burlington , Middlesex County, MA 01803 ("Gutierrez") being the sole owner, for our successors and assigns holding any interest in the Premises as hereinafter defined, (hereinafter referred to as the "Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grants to THE TOWN OF MILFORD, acting by and through its Conservation Commission by authority of the Massachusetts General Laws Chapter 40 Section 8C, having an address at 52 Main Street, Milford, Worcester County, MA 01757, its permitted successors and assigns ("the Grantee"), with QUITCLAIM COVENANTS, for nominal consideration the sufficiency of which is hereby acknowledged, in perpetuity, and exclusively for conservation purposes as expressly provided for herein, the following described CONSERVATION RESTRICTION, on a 9.37 acre portion of a 59.28 acre property, more or less, on multiple parcels in the Town of Milford, County of Worcester, Commonwealth of Massachusetts, specifically, portions being described as "Conservation Restriction Easement Area #2", "Conservation Restriction Easement Area #3", "Conservation Restriction Easement Area #4", "Conservation Restriction Easement Area #5B", and "Conservation Restriction Easement Area #6", all as shown on the plan entitled "Easement Plan of Land in Milford, Massachusetts" dated July 27, 2017, prepared by Vanasse Hangen Brustlin, Inc.,

and recorded in the Worcester County District Registry of Deeds at Plan Book 929 as Plan 27, and attached hereto as Exhibit "B" (collectively the "Plan"); being more particularly described in the Baseline Documentation Report and Survey described herein to be kept on file at the offices of the Grantee and incorporated herein by this reference ("the Premises"). Please refer to that certain Conservation Restriction executed on _____, 2018, recorded in the Worcester County District Registry of Deeds at Book # _____, Page # _____, with respect to the terms and provisions pertaining to the protection of the Open Space contained in Conservation Restriction Easement Area #1A, Conservation Restriction Easement Area #1B-1, Conservation Restriction Easement Area #1B-2, and Conservation Restriction Easement Area #5A, all as shown on the Plan. The Grantor and the Grantee, their successors and assigns, are bound by and subject to the terms and conditions of this Conservation Restriction.

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 the Conservation Restriction is to assure that the Premises will be retained in in its current condition in perpetuity and for conservation purposes, substantially in its natural, scenic, undeveloped and vegetated condition as set forth herein and to prevent any use of the Premises that will impair or interfere with the Conservation Values of the Premises. This Conservation Restriction supersedes the Declaration of Restriction recorded on the Premises in the Worcester County District Registry of Deeds at Book 57548, Page 308. The conservation of the Premises will yield a significant public benefit for the following reasons:

a. Wildlife & Habitat Protection: Conservation of the Premises will protect habitat used by a variety of wildlife including, but not limited to, the Wood Turtle (*Glyptemys insulpta*) which is state-listed as a species of Special Concern pursuant to the Massachusetts Endangered Species Act (MESA) (G.L. c. 131A:3 and 321 CMR 10.23)

b. Nearby Natural Areas: The Premises contain unusual, unique or outstanding qualities, the protection of which in their natural or open condition will be of benefit to the public. These qualities include: wetlands, wooded upland habitat for the Wood Turtle, native plants and wildlife, scenic beauty and opportunities for passive recreation consistent with the protection of open space and habitat. The diversity of natural habitats on the Premises, and its location, make these parcels of educational and conservation value.

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 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 town of Milford.

d. Flood Plain Protection: A portion of the Premises lies within the 100-year floodplain of the Charles River. 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 resource areas.

f. Massachusetts Endangered Species Act ("MESA"): This Conservation Restriction is granted pursuant to and in accordance with the requirements set forth in Conservation and Management Permit No. 009-154, dated November 17, 2009, as amended by that certain Amendment 009-154.DFW, NHESP File No. 06-21050, dated June 1, 2018, and as may be further amended, issued by the Commonwealth of Massachusetts Division of Fisheries and Wildlife acting through the Natural Heritage and Endangered Species Program ("Division") recorded at Book Page No, in the Worcester County District Registry, and incorporated by reference herein and attached hereto as Exhibit "C" ("CMP").

All parties agree that the Declaration of Restriction recorded on 8/8/17 in the Worcester County District Registry of Deeds (at Book 57548, Page 308) as required by the CMP shall be released from the Premises portion of the "Open Space" referenced in the Declaration of Restriction, and referred to as "Conservation Restriction Easement Area #2", "Conservation Restriction Easement Area #3", "Conservation Restriction Easement Area #4", "Conservation Restriction Easement Area #5B", and "Conservation Restriction Easement Area #6", upon the (1) approval of this Conservation Restriction by the Secretary of the Executive Office of Environmental Affairs, *and* (2) recordation of the approved Conservation Restriction with endorsement by all required parties.

g. Other Relevant Purposes: These Conservation Values of the Premises and public benefits of this Conservation Restriction are described in more detail in the Baseline Documentation Report & Survey ("BDRS") to be kept on file at the office of the Grantee and incorporated herein by this reference. Grantor and Grantee agree that this BDRS provides an accurate representation of the condition and the objective information baseline at the time of the granting of this Conservation Restriction for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein. Notwithstanding, in the event that the BDRS is unavailable, or is determined to be inadequate for resolving any issue that may arise after the granting of this Conservation Restriction, other evidence may be used to show the condition of the Premise at either the time of the grant or some subsequent point in time.

h. Historic Preservation: Conservation and appropriate management of the land has an important public benefit by preserving historic and archaeological resources of the ancient and historical period occupation and land use of the Premises.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, the Grantor and the Grantee voluntarily agree that the Conservation Restriction described herein is an appropriate means to ensure compliance with the CMP issued pursuant to MESA and achieve the community's open space goals and objectives, all of which thereby represent significant public benefits.

II. DEFINITIONS:

a. Conservation Values: shall mean, without limiting the generality of the terms, those conservation attributes set forth above in Section I and as further described in the BDRS.

b. Hazardous Material: shall mean any material or substance that, whether by its nature or use, is now or hereafter defined as a pollutant, dangerous substance, toxic

substance, hazardous waste, hazardous material, hazardous substance or contaminant under any environmental law, or which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous and which is now or hereafter regulated under any environmental law.

c. Pervious: shall mean built of materials consisting of unconsolidated minerals such as sand, dirt or gravel, or natural materials such as wood chips or grass.

d. Structure: (whether or not said term is capitalized) shall mean anything constructed or erected which requires permanent or temporary location on, in, over or under the ground or permanent or temporary attachment to something which is erected or placed on the ground and designed, intended or arranged for the housing, shelter, enclosure and/or structural support of persons, animals or property of any kind, including but not limited to houses, mobile homes, tents, barns, sheds, greenhouses, treehouses, and other buildings of any kind; silos and cribs; swimming pools; playing courts; outdoor riding rings; fences; pads; patios and decks; docks; bridges; roads; driveways and parking areas (whether surfaced with macadam, brick, paving stones, gravel, clay or other material); artificially surfaced walkways; solar panels; satellite dishes and antennae; signs and billboards; storage tanks; windmills and wind turbines; and water, sewer, power, fuel, gas and communication lines, other utility systems and related facilities.

e. Passive Recreation: activities that are non-consumptive uses of resources and do not require prepared facilities like sports fields and pavilions. Passive recreation activities place minimal stress on the site's resources and are compatible with the Conservation Values. Examples include hunting, hiking, wildlife viewing, observing and photographic nature, picnicking, walking, bird watching, running/jogging, star gazing, and fishing. Passive recreation excludes mountain bikes, use of motorized vehicles, and horse-back riding, unless specified herein.

f. Baseline Documentation Report & Survey (BDRS): Baseline Documentation Report & Survey ("BDRS") consists of maps, narratives, survey plans and aerial and ground photographs, which portray the condition of a restricted property at the time of the creation of the BDRS and immediately prior to recording of the Restriction. The purpose of the BDRS is to provide a baseline from which future changes to the property, whether natural or human-caused, can be measured including to objectively and accurately document natural or other uses, physical features, improvements, trails and as they relate to the prohibited and permitted uses of the restricted area.

III. PROHIBITED USES & RESERVED RIGHTS:

a. Prohibited Uses: Except as to reserved rights set forth in Section III(b.) below, the Grantor shall not perform or permit others to perform the following acts or uses, which are prohibited, in, on, over or under the Premises:

i. Constructing, placing, or allowing to remain any Structure on, above, or below the surface of the Premises;

ii. Mining, excavating, dredging or removing of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise making topographical changes to the area of the Premises;

iii. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree cuttings, waste or Hazardous Material or other substance or material whatsoever, whether or not generated on the Premises, or the installation of underground storage tanks;

iv. Removing, cutting, pruning or destroying vegetation (native or non-native), including, but not limited to trees or plants, understory, grasses and ground covers, except as allowed in writing by the Grantee and Division to remove hazards to users;

v. The application or use on the Premises of fertilizers, fungicides, herbicides or pesticides in any quantity;

vi. The planting, release, cultivation, maintenance, or other activity that would result in the introduction of plant or animal species that pose a substantial risk of being invasive or are otherwise detrimental to the native plant and animal community on the Premises, as determined by the Division. A list of plant species deemed to be invasive, as of the time of this grant, is provided in the Massachusetts Prohibited Plant List, which is updated and maintained by the Massachusetts Department of Agricultural Resources;

vii. Activities detrimental to drainage, flood control, erosion control, water or soil conservation, archaeological resources or the quality of ground water and wetlands;

viii. Any commercial recreation, other business or industrial use;

ix. Animal penning or grazing; holding horses, pets, livestock, or domestic animals within a paddock; horseback riding, causing or permitting any domestic or livestock to be unattended or to roam or be at large on the Property; and the storage or dumping of manure or other animal wastes; any agricultural use;

x. The use, parking or storage of motorized vehicles, including, but not limited to, trucks, trail bikes, motorized or non-motorized, all-terrain vehicles, dune buggies, boats, trailers, and snowmobiles, except as necessary by the police, fire fighters, ambulance services, or other governmental agents in carrying out their lawful duties; and except for motorized wheelchairs or scooters used by physically challenged parties;

xi. The disruption, removal, or destruction of any stone walls or granite fences or posts, cellar holes, or other historical and archaeological features and deposits, artifact retrieval, and metal detecting are prohibited, except with the concurrence of the Massachusetts Historical Commission pursuant to the notice procedure set forth in Section III. c. on the Premises;

xii. Subdivision or 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), except as permitted in Section III(b)(ix), and no portion of the Premises may be used towards additional building or additional development requirements on this or any other parcel beyond that previously approved;

xiii. No person may damage, disturb or remove any part or portion of the Premises or any other resource, real, natural, personal, cultural or historic, except through hunting, fishing, or trapping where permitted and carried out in accordance with regulations issued by the Division of Fisheries and Wildlife subject to MGL Ch 130, 101 and 321 CMR, or other written authorization from the Division of Fisheries and Wildlife; and

xiv. Any other use of the Premises or activity thereon which is inconsistent or interferes with, or that would materially impair the purposes or Conservation Values of this Conservation Restriction, unless necessary in an emergency for the protection of the Conservation Values that are the subject of this Conservation Restriction.

b. Reserved Rights in the Premises: Notwithstanding any language to the contrary set forth in this Conservation Restriction, the Grantor reserves the right to conduct or permit the following activities provided they do not materially impair the Conservation Values or purposes of this Conservation Restriction or other significant interests:

i. With prior written permission of the Grantee and Division and after consultation with and consistent with the advice of a professional biologist to ensure such use will not be detrimental to any state-listed species or other wildlife, the erection and maintenance of sight-pervious, non-enclosing, wildlife friendly fences, such as wooden split rail or other open-faced fences, or low hedges of native species;

ii. The right to install temporary or permanent boundary monuments; the right to erect and maintain small signs that provide information including identifying the Grantor and Grantee provided that such signage is consistent with the purposes of this Conservation Restriction and does not identify the location or existence of any specific state-listed species on the Premises;

iii. With prior written permission of the Grantee and Division, the right to remove or control hazardous trees, poison ivy, oriental bittersweet, other invasive or exotic species, insect infestations, diseases, and other types of pests by methods, including but not limited to, the use of spot-applied herbicides, fungicides and pesticides in a manner that minimizes damage to surrounding, non-target species and preserves water quality;

iv. With prior written permission of the Grantee and Division the right to restore, maintain, enhance or otherwise manage biotic communities or habitats for native or rare species that include, but are not limited to, application of herbicide, selective planting of native species, cutting, prescribed burning or removal of native vegetation, forestry, and modification of soils. Where the CMP requires

habitat restoration, maintenance or enhancement of rare species habitat, no written permission shall be required from the Grantee. All habitat restoration, maintenance or enhancement of rare species habitat shall be done in accordance with the written permission of the Division, or applicable CMP requirements;

v. The marking, clearing, mowing or maintaining of any footpaths, trails and woods roads on the Premises existing and shown on the Plan and described in the BDRS, including the erection and maintenance of any possible markers or interpretive signage or on an interpretive kiosk (following approval in writing by the Grantee and the Division);

vi. The creation of new trails, provided the Grantee and the Division have approved the same in writing;

vii. The erection, maintenance and replacement of signs with respect to hunting, trespass, trail access, identity and address of the occupants, sale or leasing of the Premises, the Grantee's interest in the Premises, and the protected conservation values, provided such signs do not identify the location or existence of any specific state-listed species per the Massachusetts Endangered Species Act (MGL c131A) and its implementing regulations (321 CMR 10.00) Signs may use generalized terms such as "Sensitive Ecological Community," "wildlife habitat", "rare animal habitat" or other generalized terms;

viii. All actions and activities required or authorized by the Order of Conditions recorded in the Worcester County District Registry of Deeds at Book 57174 Page 269, amended by an Amended Order of Conditions recorded in the Worcester County District Registry of Deeds at Book 57225 Page 368 (collectively, the "OoC"), as the OoC may be subsequently amended and duly recorded with the Worcester County District Registry of Deeds with reference to the OoC and this Conservation Restriction. Where the OoC requires water quality monitoring, no written permission shall be required from the Grantee.;

ix. The Premises consist of five (5) separate areas (Conservation Restriction Easement Area #2, Conservation Restriction Easement Area #3, Conservation Restriction Easement Area #4, Conservation Restriction Easement Area #5B, and Conservation Restriction Easement Area #6) that may be conveyed separately from each other. Further subdivision or conveyance of part or a portion of the Premises, beyond that described above, shall be permitted only with the written approval of the Grantee and the Division. Grantee's and Division's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed division shall not impair the purposes and conservation values of this Conservation Restriction. All conveyances are subject to the terms and provisions of this Conservation Restriction;

x. Hiking, hunting (provided hunting is only with the express written permission of both Grantor and Grantee and where otherwise authorized by law), cross-country skiing, snowshoeing, and other non-motorized outdoor passive recreational activities that do not materially alter the landscape, do not

degrade environmental quality, or do not involve more than minimal use for commercial recreational activities and that are confined to designated trails;

xi. All actions and activities required or authorized by the CMP, as the CMP may be subsequently amended and duly recorded with the Worcester County District Registry of Deeds with reference to the CMP and this Conservation Restriction; Where the CMP requires habitat restoration, maintenance or enhancement of rare species habitat, no written permission shall be required from the Grantee;

xii. Any work undertaken in conjunction with the reserved rights mentioned above in paragraph III(b) shall seek to minimize disturbance to the Premises. Upon completion of any site work performed in conjunction with paragraph III(b.), any disturbed areas shall be restored substantially to match the conditions with respect to soil material, grade, and vegetated ground cover that existed prior to said work; and

xiii. The conduct of archaeological activities, including without limitation survey, metal detecting, excavation and artifact retrieval, conducted under the direction of a qualified organization or person, following submission of an archaeological field investigation plan and its approval in writing by Grantee, the Division in accordance with the requirements of MESA and the State Archaeologist of the Massachusetts Historical Commission (or appropriate successor official).

xiv. Safeguarding Historic and Archaeological Resources. New construction, demolition, or rehabilitation activity in support of reserved rights and permitted uses, and any other activity in support of reserved rights and permitted uses that proposes disturbance to the surface or subsurface of the ground, shall require prior consultation with the Massachusetts Historical Commission (or appropriate successor official) to prepare a protocol and procedures to identify, evaluate, and adopt feasible alternatives to avoid, minimize, or mitigate any adverse effects to historic and archaeological assets. Grantor and Grantee shall make every reasonable effort to prohibit any person from conducting archaeological field investigation including metal detecting, digging, or artifact collecting without approval of the State Archaeologist of the Massachusetts Historical Commission (or appropriate successor official), and shall promptly report any such prohibited activity to the State Archaeologist of the Massachusetts Historical Commission (or appropriate successor official). Grantor and Grantee shall include the prohibition against digging, artifact collecting, or metal detecting in any list of rules for visitors to the Premises.

The exercise of any right reserved by the Grantor under paragraph III(b) shall be in compliance with the then-current Zoning By-Laws of the Town of Milford, and all other applicable federal, state, county and local laws, bylaws, rules and regulations, including, but not limited to Massachusetts Historic Commission regulations and local wetland conservation commission bylaws and regulations. The inclusion of any reserved right in paragraph III(b) requiring a permit from a public agency does not imply that the Grantee or the Division takes any position on whether such permit should be issued.

IV. ADDITIONAL PROVISIONS:

a. NOTICE AND APPROVAL:

Whenever notice to or approval by either Grantee or Division is required, Grantor shall notify Grantee or Division, as applicable, 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, MESA Tracking Number and/or CMP Number, if applicable, and any other material aspect of the proposed activity in sufficient detail to permit the Grantee or Division, as applicable, to make an informed judgment as to its consistency with the purposes of this Conservation Restriction and CMP. Where Grantee's or Division's approval is required, Grantee or Division, as applicable, shall grant or withhold approval in writing within 60 days of receipt of Grantor's request. The Grantee or Division may require the submittal of additional information necessary to evaluate the proposed activity and to make an informed judgment within 60 days of receipt of Grantor's request. Grantee's or Division's approval, as applicable, 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 and the CMP.

Where Grantee or Division, as applicable, fail to respond in writing within 60 days, such failure shall be deemed to constitute approval by Grantee or Division, as applicable, 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, the requested activity is not prohibited herein, is not in violation of any local, state or federal law, including but not limited to MESA, and the activity will not materially impair the conservation values or purposes of this Conservation Restriction. Regardless of whether any notice requests any consent to be granted or action to be taken, such notices shall be given as described herein Section IV.k.

b. LEGAL REMEDIES OF THE GRANTEE:

i. **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 will 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 agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Conservation Restriction.

Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred and properly documented 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. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey and to have the boundaries permanently marked.

The Conservation Restriction shall also be enforceable by the Commonwealth of Massachusetts acting through the Division; and does not limit in any manner the Division's authorities or duties under G.L. c. 131 and 131A et. seq. or the implementing regulations for such statutory provisions.

ii. **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.

iii. **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 pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

iv. **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. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Premises, if desirable and feasible.

c. ACCESS:

This Conservation Restriction does not grant to the Grantee, to the Division, to the public, or to any other person or entity any right to enter upon the Premises, except as follows:

The Grantor hereby grants to the Grantee and Division, or its duly authorized agents or representatives, the right to enter the Premises upon reasonable written notice and at reasonable times, for the purpose of exercising the Grantee's or the Division's rights herein, including, but not limited to, inspecting the Premises to determine compliance with or to enforce this Conservation Restriction. The Grantor also grants to the Grantee and the Division, after notice of a violation and failure of the Grantor to cure said violation, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines.

Nothing herein contained shall, expressly or by implication, grant or give to the Grantee, to the Division, or to any other person, firm, corporation, trust, partnership, municipal corporation or any agency or instrumentality thereof or any other entity, or the general public, the right to enter the Premises for any other purposes, there being no general intention to dedicate the Premises to any public use except as otherwise provided for herein. All access by the Grantee and the Division and/or their agents or representatives shall be at their sole risk. Notwithstanding the above access provision, nothing in this

Conservation Restriction shall be construed to limit the Division's authority pursuant to Massachusetts General Laws, Chapter 131, Sections 4 and 11 to access the Premises.

The Grantor hereby grants to the Grantee and the Division, and their duly authorized agents or representatives, the right to enter upon the Premises, at reasonable times and after providing the Grantor with reasonable notice, for the purpose of conducting scientific investigations and research relative to rare species and rare species habitat. Any such entrants shall reasonably repair any damage resulting therefrom and Grantee and the Division shall indemnify and hold Grantor harmless as a result of such entry by Grantee or the Division.

The Grantor further hereby grants to the Grantee and the Division, and their duly authorized agents or representatives, an access easement over the unrestricted portions of Grantor's land, to access any and/or all portions of the Premises, including the area referred to as the Deer Street Extension as shown on the Plan, for the purpose of exercising the Grantee's or the Division's rights herein, at reasonable times, and after providing Grantor with reasonable notice. If circumstances should arise following the development of Grantor's land as more particularly described in the Permit, where Grantee and/or the Division requires reasonable physical access to any and/or all portions of the Premises over the unrestricted portions of Grantor's land, to exercise the Grantee's or the Division's rights hereunder, Grantor agrees to use reasonable measures for providing Grantee and the Division with such reasonable physical access as described herein.

Notwithstanding the foregoing, the Grantor further hereby grants to the Grantee and their duly authorized agents or representatives, and to the general public, as part of this Conservation Restriction, an easement to pass and repass on foot, over and upon a certain portion of the Premises, to permit public access for any of the passive outdoor recreational activities as set forth or permitted in Section II e. of this Conservation Restriction (the "public trail easement"). Such public trail easement shall be restricted to an existing dirt trail located within the boundaries of Conservation Restriction Easement Area #5B as shown on the Plan. Access to such dirt trail shall be by way of a new site driveway as part of Grantor's development, all as more particularly described in the Permit and Figure 1 of the Plan. Grantor shall provide for a break in the permanent turtle barriers (with possible gate) as part of Grantor's new site driveway, to permit Grantee and their duly authorized agents or representatives, and to the general public, access to the dirt trail for the purposes as described herein.

Public access to the remainder of the Premises or any other portion of Grantor's land is prohibited, and shall only be allowed with prior written permission of the Grantor.

This Conservation Restriction, and public trail easement as described herein, shall be governed to the fullest extent possible by the provisions of Massachusetts General Laws, Chapter 21, Section 17C.

By the acceptance of the within public trail easement, the Grantee hereby releases the Grantor from any and all risks and responsibilities to said Town and the general public relating to the use of the easement area pursuant to the aforesaid public trail easement, and further release said Grantor, its successors and assigns, from any obligation, express or implied, that it maintain the easement area or any structures or improvements thereon, or to be placed thereon, in any state or repair whatsoever, except for any portions of the temporary turtle barriers (consisting of entrenched siltation fencing) or permanent turtle barriers (consisting of fine mesh chain link fencing) Grantor shall construct as part of Grantor's development that may fall within the aforesaid easement area or the Premises. It is expressly a condition of the grant and acceptance of the within public trail easement that all persons coming onto the easement area do so at their sole risk, and that the Grantor has no obligation whatsoever to maintain the easement area or repair

or replace structures or improvements thereon for the Grantee except as provided for hereinabove. The Grantor and its successors and assigns, shall solely be responsible for the maintenance, repair, cleaning, inspection and replacement of any and all temporary turtle barriers or permanent turtle barriers that may fall within the public trail easement area or the Premises, with no obligation whatsoever to the Grantee to maintain, repair, or replace the same.

d. EXTINGUISHMENT:

i. 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 after review and approval by the Massachusetts Secretary of Energy and Environmental Affairs and the Division. 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 and after complying with the terms of any gift, grant, or funding requirements. Grantee shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein.

ii. Proceeds. Grantor and Grantee agree that the donation of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction, determined at the time of the gift, bears to the value of the unrestricted property at that time. Such proportionate value of the Grantee's property right shall remain constant. Any proceeds will be distributed only after complying with the terms of any gift, grant, or other funding requirements.

iii. 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 accordance with paragraph IV(d)(ii) – above, after complying with the terms of any law, gift, grant, or funding requirements. 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.

e. ASSIGNABILITY:

i. 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.

ii. 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 itself and its successors and assigns, appoint the Grantee 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 reasonable instruments upon reasonable request.

iii. Running of the Benefit. The benefits of this Conservation Restriction shall run to the Grantee, 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; that the Assignee is not an owner of the fee in the Property, 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. Any assignment will comply with article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

f. SUBSEQUENT TRANSFERS:

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants 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 any of the above shall not impair the validity or enforceability of this Conservation Restriction. Any transfer will comply with article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, ifapplicable.

The Grantor shall not be liable for violations occurring after transfer of their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction 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.

g. ESTOPPEL CERTIFICATES:

Upon request by the Grantor and after compliance with any of Grantor's obligations contained herein, the Grantee shall, within sixty (60) 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.

h. NON MERGER:

The parties intend that any future sale or 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 a non-fee owner that is qualified under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder and is eligible to receive this Conservation

Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts in order to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non- fee owner. If it is determined that a transfer or assignment of any interest will result in a merger, no such

transfer or assignment 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.

i. AMENDMENT:

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will 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, or where 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 and the CMP, shall not affect its perpetual duration, shall be approved in writing by the Secretary of Energy and Environmental Affairs and Division, and if applicable, shall comply with the provisions of Article 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Worcester County District Registry of Deeds.

j. 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 a timely manner in the Worcester County District Registry of Deeds.

The Grantor shall record this instrument in timely fashion in the Worcester County District Registry of Deeds at Grantor's sole cost and expense.

k. 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 shall be duly served if delivered by registered or certified mail, return receipt requested, or if sent otherwise either be served personally or sent by first class mail, postage pre-paid, or via recognized overnight courier (providing a receipt of delivery), addressed as follows:

To Grantor: Cedar Street Realty Trust
c/o The Gutierrez Company
200 Summit Drive, Suite 400 (f/k/a Wheeler Road)
Burlington, MA 01803

To Grantee: Conservation Commission
Town of Milford
52 Main Street
Milford, MA 01757

To Division: Assistant Director for
Natural Heritage & Endangered Species
Program Massachusetts Division of Fisheries
& Wildlife
1 Rabbit Hill Road
Westborough, MA 01581

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

l. GENERAL PROVISIONS:

i. Controlling Law. The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

ii. 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.

iii. 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.

iv. 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.

m. MISCELLANEOUS.

i. 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 Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

ii. Homestead

The Grantor hereby releases, agrees to waive, subordinate, and release any and all Massachusetts General Law Chapter 188 Homestead rights it may have in favor of this Conservation Restriction with respect to any portion of the Premises affected by this Conservation Restriction, and hereby agrees to execute, deliver and/or record any and all instruments necessary to effectuate such waiver, subordination and release. In all other respects, the Grantor reserves and retains any and all Homestead rights, subject to

this Conservation Restriction, pursuant to M.G.L. c. 188 10(e).

iii. The Grantor shall record, at its sole cost and expense, at the appropriate Registry of Deeds, all documents necessary to subordinate any mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

iv. The Grantee acknowledges that it will cooperate in a timely fashion and at all times with the Grantor on any taxation issues, including but not limited to, executing appropriate forms such as Form 8283 (non-cash Charitable Contributions) when requested by Grantor.

v. The undersigned, Arthur J. Gutierrez, Jr., Trustee of Cedar Street Realty Trust (the "Trust") hereby certifies that (i) the Trust remains in full force and effect and has not been altered, amended (except as set forth herein), rescinded, revoked or terminated in whole or in part, (ii) Arthur J. Gutierrez, Jr. and Gloria M. Gutierrez are the sole Trustees of the Trust, and that only one Trustee is necessary to sign and bind all of the Trustees, (iii) none of the beneficiaries of the Trust is a corporation, no person who at any time has been a beneficiary of the Trust has died, and all of the beneficiaries of the Trust are eighteen (18) years of age or older, and are of sound mind, and (iv) have been authorized and directed by all of the beneficiaries of the Trust to execute and deliver this Conservation Restriction.

vi. Attached hereto and incorporated herein by reference are the following:

SIGNATURE PAGES:
Grantor
Grantee Acceptance
Approval by Milford Select Board
Approval of the Secretary of Energy and Environmental Affairs
Acknowledgement by the MA Division of Fisheries and Wildlife

EXHIBITS:
Exhibit A: Legal Description of the Premises
Exhibit B: Reduced Copy of the Plan
Exhibit C: MESA Conservation & Management Permit and Amendment
Exhibit D: Trustee Certificate (Cedar Street Realty Trust)

WITNESS my hand and seal this_____day of_____, 20___,

CEDAR STREET REALTY TRUST

_____

Arthur J. Gutierrez, Jr., as Trustee
and not individually

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss:

On this day of_____, 20 , before me, the undersigned notary public, personally appeared_____, and 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 he signed it voluntarily for its stated purpose.

_____

Notary Public
My Commission Expires:

ACCEPTANCE OF GRANT BY TOWN OF MILFORD CONSERVATION COMMISSION

We, the undersigned, being a majority of the Conservation Commission of the Town of Milford, Massachusetts, hereby certify that at a duly convened public meeting at which a quorum was present and voting duly held on_____, 2018, the Conservation Commission voted to approve and accept the foregoing Conservation Restriction from CEDAR STREET REALTY TRUST pursuant to M.G.L. Chapter 184 Section 32 and Chapter 40 Section 8(C) and do hereby accept the foregoing Conservation Restriction.

MILFORD CONSERVATION COMMISSION:

_____

_____

_____

_____

_____

_____

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss:

On this day of_____, 20 , before me, the undersigned notary public, personally appeared_____, and 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 he signed it voluntarily for its stated purpose.

_____

Notary Public
My Commission Expires:

APPROVAL OF SELECT BOARD

We, the undersigned, being a majority of the Select Board of the Town of Milford, hereby certify that at a duly convened public meeting at which a quorum was present and voting duly held on_____, 20 , the Select Board voted to approve the foregoing Conservation Restriction from CEDAR STREET REALTY TRUST to The Town of Milford acting by and through its Conservation Commission in the public interest and pursuant to Section 32 of Chapter 184 of the General Laws of Massachusetts.

SELECT BOARD:

_____

_____

_____

_____

_____

_____

COMMONWEALTH OF MASSACHUSETTS

[Worcester, ss:

On this day of_____, 20 , before me, the undersigned notary public, personally appeared_____, and 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 he signed it voluntarily for its stated purpose.

_____

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 CEDAR STREET REALTY TRUST to the Town of Milford acting by and through its Conservation Commission has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated:_____, 20___

_____
MATTHEW A. BEATON
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this day of_____, 20 , before me, the undersigned notary public, personally appeared MATTHEW A. BEATON, and 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 he signed it voluntarily for its stated purpose.

_____
Notary Public
My Commission Expires:

ACKNOWLEDGEMENT BY THE MA DIVISION OF FISHERIES AND WILDLIFE

This grant of Conservation Restriction set forth above to the Town of Milford acting by and through its Conservation Commission by CEDAR STREET REALTY TRUST is acknowledged this___day of_ _____, 2018. The MA Division of Fisheries and Wildlife (Division) acknowledges the reserved rights and obligations of the Division setforth herein.

_____

Mark Tisa, Director Date: _

COMMONWEALTH OF MASSACHUSETTS

On this_____day of_____, 201 , before me, the undersigned notary public, personally appeared Mark Tisa, proved to me through satisfactory evidence of identification, which was one of the following (check applicable box): □ a driver's license; □ a valid passport; □ personally known to be the person whose name is signed on the preceding or attached document; or □ other _____, and acknowledged to me that he/she signed it voluntarily for itsstated purpose as Director of the Commonwealth of Massachusetts Division of Fisheries andWildlife.

_____

Notary Public
My commission expires:

4-1
2/25/19

Citizens for Milford

CitizensforMilford.com
Facebook.com/CitizensforMilford
CitizensforMilford@gmail.com

February 11, 2019
Michael K. Walsh, Chairman
Board of Selectmen
52 Main Street
Milford, MA 01757

Dear Chairman Walsh,

Citizens for Milford will be holding the 5th Annual Beautification Day with the Upper Milford Trail on Saturday, April 27, 2019 from 9am through 1pm.

We would like to invite you as well as Selectman Buckley and Selectman Kingkade to join us in cleaning up the streets of Milford. This event has been such a success and we hope that the Board of Selectmen will approve this worthwhile event.

Thank you for your continued support.

Sincerely,

Amie G. Sanborn

Amie G. Sanborn
(Home) 508-473-0802
agsanborn@gmail.com