B03

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "Agreement") is entered into as of the 2ND day of May, 2016 by and between LSTAR SOUTHFIELD LLC, a Delaware limited liability company ("LStar"), having a place of business at 26 Memorial Grove Avenue, Weymouth, MA 02109, and the Town of Rockland, acting by and through its Board of Selectmen, whose address is 242 Union Street, Rockland, MA 02370 (hereinafter referred to as the "Town"). The Town and LStar may be referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, LStar is the master developer of the former Naval Air Station South Weymouth (the "Base") located in the towns of Abington, Rockland and Weymouth, Massachusetts; and

WHEREAS, pursuant to Chapter 291 of the Massachusetts Acts and Resolves of 2014 (the "Act"), the zoning by-laws for the Base is that certain compilation maintained by the Southfield Redevelopment Authority entitled "Zoning and Land Use By-Laws for NAS South Weymouth, as they may be revised in accordance with the Act (the "Zoning By-Laws"); and

WHEREAS, pursuant to Section 14 of the Act, a revision to the Zoning By-Laws shall be effective if the town in which the land that is the subject of the revision is located approves the revision; and

WHEREAS, LStar has proposed a revision to the Zoning By-Laws which would affect land located in Rockland and allow certain land located in Rockland to be commercially developed (the "Proposed Zoning Amendment"); and

WHEREAS, LStar also has agreed, although it is not legally obligated to do so, that at least 1,008 acres of land, located within or proximate to the Base, shall be maintained as Open Space (as hereinafter defined); and

WHEREAS, LStar also has agreed to subject certain land now or hereafter owned by LStar which is part of the Open Space and located within or proximate to the Base to conservation restrictions in accordance with Massachusetts General Laws, Chapter 184, Sections 31-33; and

WHEREAS, the Board of Selectmen and LStar believe it is in the best interests of the Town and the Base that (a) the portion of the Base located in the Town which is the subject of the Proposed Zoning Amendment be developed commercially; (b) other land now or hereafter owned by LStar and located within or proximate to the Base be subject to conservation restrictions in accordance with Massachusetts General Laws Chapter 184, Sections 31-33; and (c) at least 1,008 acres of land within or proximate to the Base be maintained as Open Space; and

WHEREAS, the Proposed Zoning Amendment is a warrant article which will be considered at the 2016 Rockland Annual Town Meeting which begins on May 2, 2016 (the "Rockland Town Meeting").

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties hereby agree as follows:

1. Recitals. The Recitals set forth above hereby are incorporated into, and made a part of, this Agreement.

2. Definitions. The following terms, when used in this Agreement, shall have the following meaning:

2.1. "Act" shall be defined as set forth in the Recitals.

2.2. "Base" shall be defined as set forth in the Recitals.

2.3. "Existing NHESP Golf Course Restriction" shall mean that certain Second Amended and Restated Grant of Restriction (Golf Course Parcels Restriction) dated as of February 26, 2014, recorded with the Plymouth County Registry of Deeds at Book 44171, Page 117 and recorded with the Norfolk County Registry of Deeds at Book 32143, Page 457, as amended.

2.4. "NHESP" shall mean the Massachusetts Natural Heritage and Endangered Species Program.

2.5. "NHESP Permits" shall mean, collectively, Conservation and Management Plan 006-100.DFW dated December 7, 2006, recorded with the Plymouth County Registry of Deeds at Book 33946, Page 100 and recorded with the Norfolk County Registry of Deeds at Book 24400, Page 63, as amended, and Conservation Management Permit 008-125.DFW dated February 12, 2009, recorded with the Plymouth County Registry of Deeds at Book 36926, Page 64 and with the Norfolk County Registry of Deeds at Book 26448, Page 381, as amended.

2.6. "Open Space" shall mean land located in Abington, Rockland and/or Weymouth and identified by LStar or its successors and assigns, from time to time, which land (a) shall, upon all such land being identified, contain not less than 1,008 acres; (b) shall include the Rockland Meadows Property, if obtained by LStar; (c) shall contain the Thompsons Pond Property; (d) shall include the additional land in Abington (consisting of 134.9 acres) and Rockland (consisting of 488.1 acres) shown on Exhibit A-1 attached hereto and incorporated herein by reference; (e) shall comply with the Massachusetts Wetlands Protection Act, Massachusetts General Laws, Chapter 131, Sections 40 and 40A, any regulations promulgated thereunder, including without limitation any regulations regarding buffer zones, vernal pools and rivers and streams; (f) shall not have any buildings (as defined in the Zoning By-Laws) located thereon other than the house located at 1119 Union Street, Rockland, the two (2) existing observation towers located at the Base and buildings associated with recreational facilities; (g) may include additional land located in Weymouth used exclusively for solar energy purposes;

and (h) may include additional land in Abington, Rockland and/or Weymouth not specified in clauses (b), (c), (d) and (g) above which are used for neighborhood, urban or other parks, outdoor active and passive recreational activities, commercial recreational facilities, gardens, paths, trails, walkways, landscaping, other amenities and similar and accessory uses and is proximate to the Base.

2.7. "Proposed Zoning Amendment" shall be defined as set forth in the Recitals.

2.8. "Rockland Meadows Property" shall mean that certain real property located in the Town as more particularly described in Exhibit B attached hereto and incorporated herein by reference, containing approximately 24.18 acres.

2.9. "Rockland Town Meeting" shall be defined as set forth in the Recitals.

2.10. "Thompsons Pond Property" shall mean that certain real property located in the Town of Abington as more particularly described in Exhibit C attached hereto and incorporated herein by reference, containing approximately 51.7 acres.

2.11. Zoning By-Laws" shall be defined as set forth in the Recitals.

3. Purpose. This Agreement evidences the commitments of LStar to mitigate the impact of the development of the Base and to otherwise serve the purposes of, and benefit the interests to be protected and promoted by, the Zoning By-Laws in connection with the development and operation of the redeveloped Base in the event of affirmative action by the Rockland Town Meeting to adopt the Proposed Zoning Amendment.

4. Development. To effectuate the purpose of this Agreement, the Parties agree as follows:

4.1. The Board of Selectmen and the Town of Rockland Open Space Committee will publically endorse the Proposed Zoning Amendment and support the Proposed Zoning Amendment at the Rockland Town Meeting.

4.2. The Parties recognize that the Proposed Zoning Amendment may be amended by the Rockland Town Meeting. If any amendments to the Proposed Zoning Amendment are acceptable to LStar, in LStar's sole discretion, the obligations of LStar under this Agreement with respect to the Rockland Meadows Property shall remain the same. LStar shall be presumed to have accepted any such amendments unless LStar has notified the Town in writing not less than ten (10) days after the final Rockland Town Meeting vote that such article is not acceptable.

4.3. If the Proposed Zoning Amendment (together with any amendments acceptable to LStar) is adopted by the Rockland Town Meeting, which vote is approved by the Massachusetts Attorney General, LStar will use commercially reasonable efforts (including enforcing the existing agreement between LStar and the current owner of the Rockland Meadows Property) to acquire the Rockland Meadows Property. If LStar acquires the Rockland Meadows Property, LStar will then with reasonable diligence (a) subject the Rockland Meadows Property

DJC
EC
Kyle

(excluding, if required by NHESP, the house and adjacent yards at 1119 Union Street, Rockland, MA) to a conservation restriction pursuant to Massachusetts General Laws, Chapter 184, Sections 31-33, which conservation restriction shall permit and prohibit the uses set forth in Exhibit D attached hereto and incorporated herein by reference; (b) use commercially reasonable efforts to renovate the house located at 1119 Union Street, Rockland, MA into a nature center which will be open to the public and/or used as an office by the organization managing the portions of the Open Space located in Abington and Rockland and such portions of the Open Space located in Weymouth as may be designated, from time to time, by LStar; and (c) restrict the use of the house at 1119 Union Street, Rockland, MA so that it cannot be used for residential purposes

4.4. Whether or not the Proposed Zoning Amendment is adopted by the Rockland Town Meeting, LStar will subject the Thompsons Pond Property to a conservation restriction pursuant to Massachusetts General Laws, Chapter 184, Sections 31-33, which conservation restriction shall permit and prohibit the uses set forth in Exhibit D attached hereto and incorporated herein by reference.

4.5. Whether or not the Proposed Zoning Amendment is adopted by the Rockland Town Meeting, if NHESP consents, LStar will subject the portion of the additional land in Abington and Rockland shown on Exhibit A-2 attached hereto and incorporated herein by reference which is owned by LStar to a conservation restriction pursuant to Massachusetts General Laws, Chapter 184, Sections 31-33, which conservation restriction shall permit and prohibit the uses set forth in Exhibit D attached hereto and incorporated herein by reference

4.6. Whether or not the Proposed Zoning Amendment is adopted by the Rockland Town Meeting, LStar will use commercially reasonable efforts to modify the NHESP Permits and to replace the Existing NHESP Golf Course Restriction with a conservation restriction pursuant to Massachusetts General Laws, Chapter 184, Sections 31-33 to reflect the land uses shown on Exhibit A-3 attached hereto and incorporated herein by reference, prohibit the use of any of the land shown on such Exhibit A-3 as a golf course and permit and prohibit the additional uses set forth on Exhibit D attached hereto and incorporated herein by reference.

4.7. The Board of Selectmen will publically endorse, and support, LStar's efforts to modify the NHESP Permits and the Existing NHESP Golf Course Restriction as set forth in Section 4.6. The Board of Selectmen will approve any conservation restriction which is approved by land use counsel and imposed on the Rockland Meadows Property or any other land located in the Town which is owned by LStar or its successors and assigns, such approval not to be unreasonably withheld, delayed or conditioned.

4.8. Whether or not the Proposed Zoning Amendment is adopted by the Rockland Town Meeting, LStar shall use commercially reasonable efforts to engage Wildlands Trust, Inc., or another third party conservation organization, to permanently manage the Open Space located in Abington and Rockland, and any portions of the Open Space located in Weymouth as may be designated, from time to time, by LStar and shall agree to pay such reasonable stewardship fees required by the Wildlands Trust, Inc., or another third party conservation organization.

DAC
EK
Kyle

5. Notices. Any notice or communication required hereunder between the Parties must be in writing, and may be delivered either personally, by registered or certified mail (return receipt requested), or by nationally recognized overnight courier. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (b) three (3) business days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by overnight courier, a notice or communication shall be deemed to have been given and received one (1) business day after the date delivered to the courier as shown on a receipt issued by the courier. Any Party may at any time, by giving ten (10) business days written notice to the other Party, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to the Town:

Board of Selectmen
Town of Rockland
242 Union Street
Rockland, MA 02370

With a copy to:

Robert W. Galvin, Esq.
Land Use Counsel
Galvin & Galvin, PC
10 Enterprise Street, Suite 10
Duxbury, MA 02332

If to LStar:

Matthew Barry, Division President
LStar Southfield LLC
26 Memorial Grove Avenue
Weymouth, MA 02190

With copies to:

Steven J. Vining
Managing Partner/General Counsel
LStar Communities
516 N. West Street
Raleigh, NC 27603

And

Brown Rudnick LLP
One Financial Center
Boston, MA 02111
Attn: Edward S. Hershfield, Esq.

6. Entire Agreement; Amendments. This Agreement constitutes the entire understanding of the Parties hereto with respect to the subject matter hereof and supersedes all

prior understandings or agreements between the Parties with respect to the subject matter hereof. This Agreement may not be altered, modified, extended, revised or changed, nor may any party hereto be relieved of any of its liabilities or obligations hereunder, except by written instrument duly executed by each of the Parties. Any such written instrument entered into accordance with the provisions of the preceding sentence shall be valid and enforceable notwithstanding the lack of separate legal consideration therefore.

7. Governing Law. This Agreement is made pursuant to, and shall be governed by and construed in accordance with, the laws of the Commonwealth of Massachusetts, without reference in the conflicts of laws provisions thereof.

8. Headings. Section and subsection headings used herein are for convenience and ease of reference only and are not intended to have any legal effect. Accordingly, no reference shall be made to any such section headings for the purpose of interpreting, construing or enforcing any of the provisions of this Agreement.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed to be one Agreement. In the absence of an original signature page, a signature page transmitted by facsimile transmission or PDF by a Party shall be effective to bind such Party for all purposes of this Agreement.

10. Time of the Essence. Time is of the essence of this Agreement.

11. No Third Party Beneficiary. Each of the covenants, undertakings and agreements of the Parties hereto are intended solely for the benefit of the other Party and its successors and permitted assigns under the provisions of this Agreement, and are not intended for the benefit of, and may not be enforced by, any third party.

12. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be declared to be invalid or unenforceable, then the remainder of this Agreement or the application of such term or provision to other persons of circumstances, other than those as to which it would become invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as a sealed instrument under the laws of the Commonwealth of Massachusetts as of the date first above written.

LSTAR SOUTHFIELD LLC, a Delaware limited liability company

By: _____
Name: KYLE CORCUM
Title: PRESIDENT

THE BOARD OF SELECTMEN OF THE TOWN OF ROCKLAND

By: _____
Edward F. Kimball, Chairman

By: _____
Larry J. Ryan, Vice Chairman

By: _____
Michael P. Johnson

By: _____
Michael Mullen, Jr.

By: _____
Korey M. Welch

APPROVED AS TO FORM:

By: _____
Robert W. Galvin, Land Use Counsel

AGREED TO AND ACCEPTED BY THE TOWN OF ROCKLAND OPEN SPACE COMMITTEE

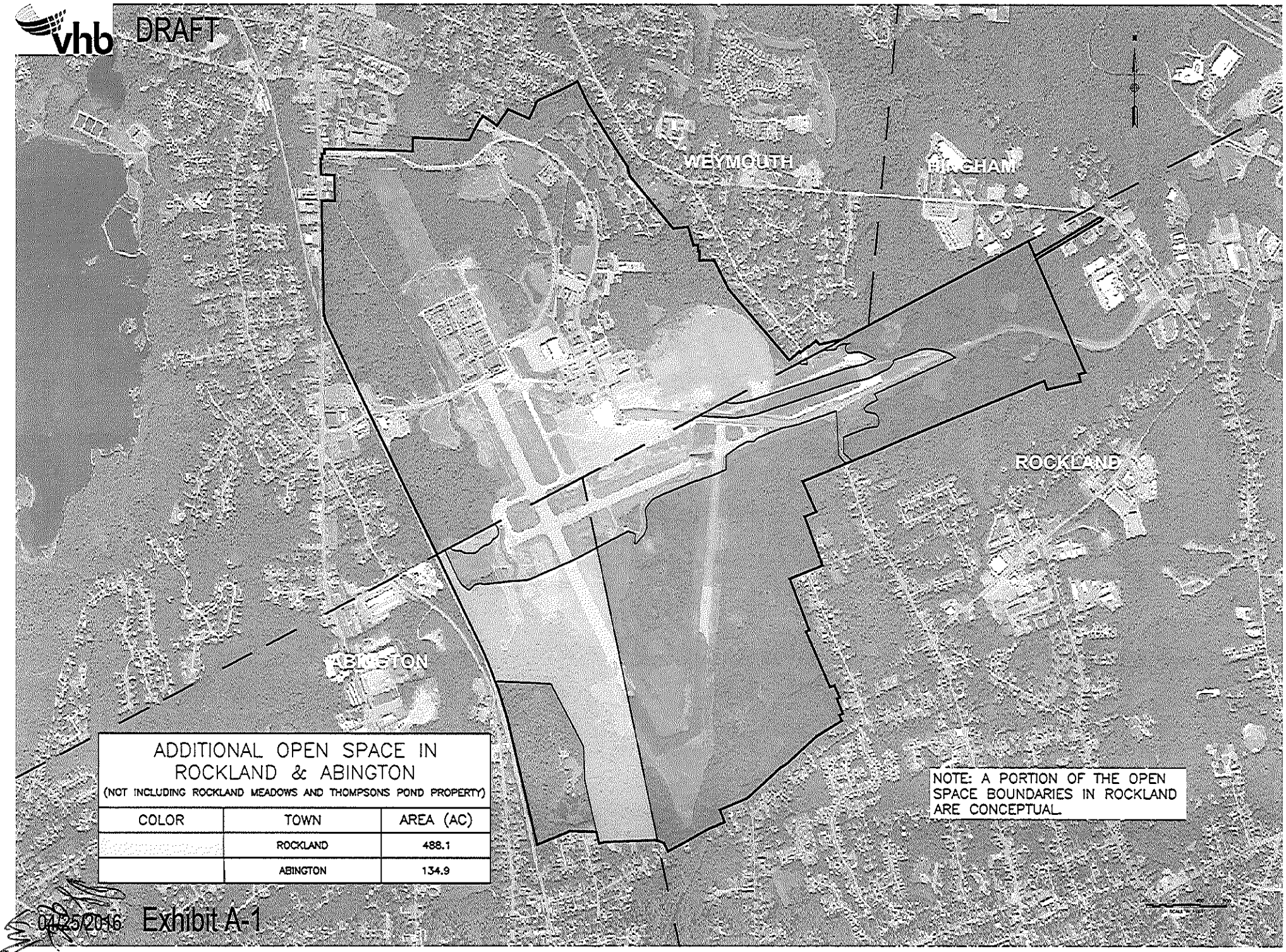
By: _____
Name: DONALD T. CANNA
Duly authorized to sign on behalf of the Town of Rockland Open Space Committee

DC
EK
Kyle

EXHIBIT A

ADDITIONAL OPEN SPACE IN ABINGTON AND ROCKLAND AND LAND USES

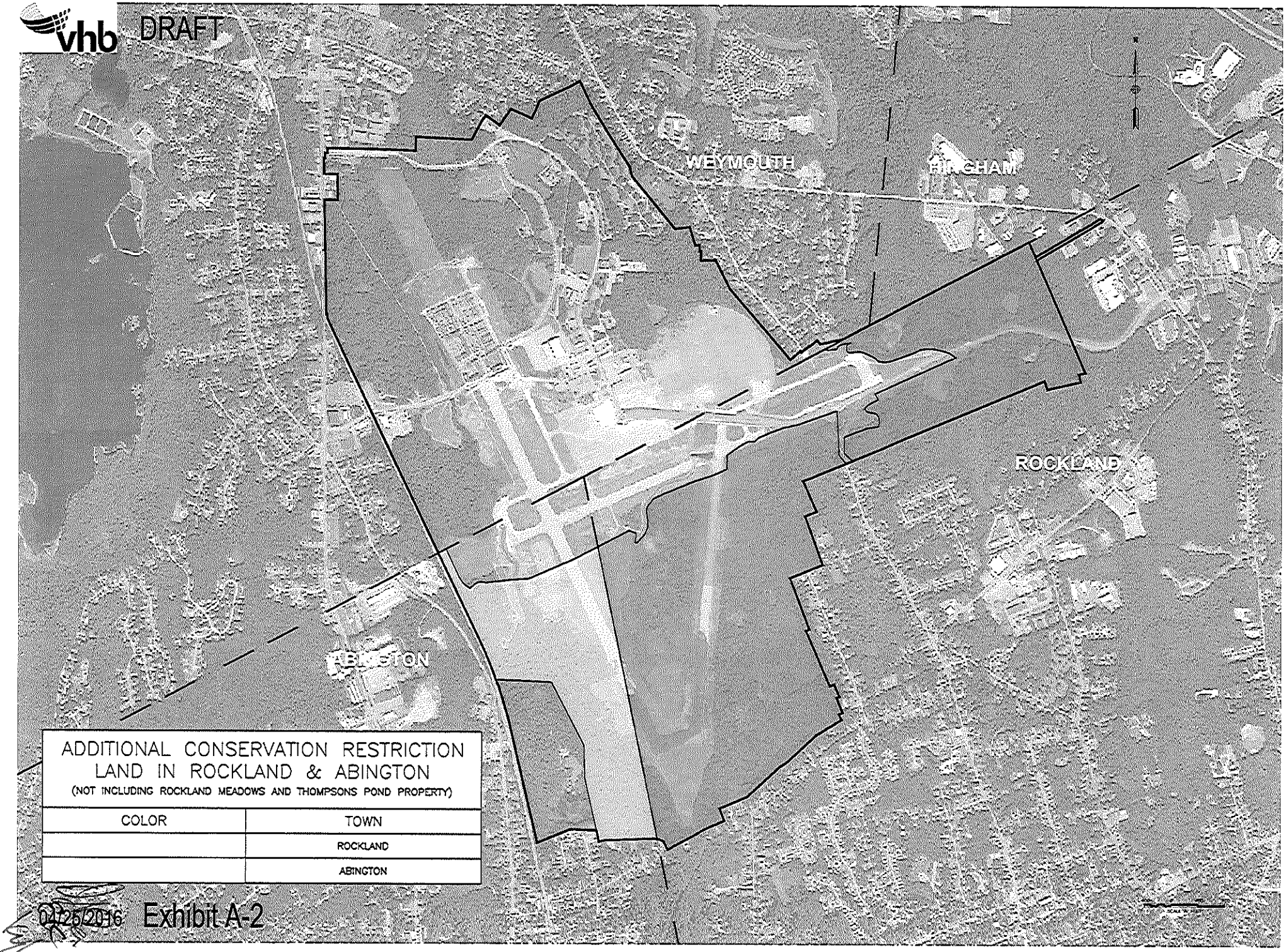
DAC
EK
Kyle



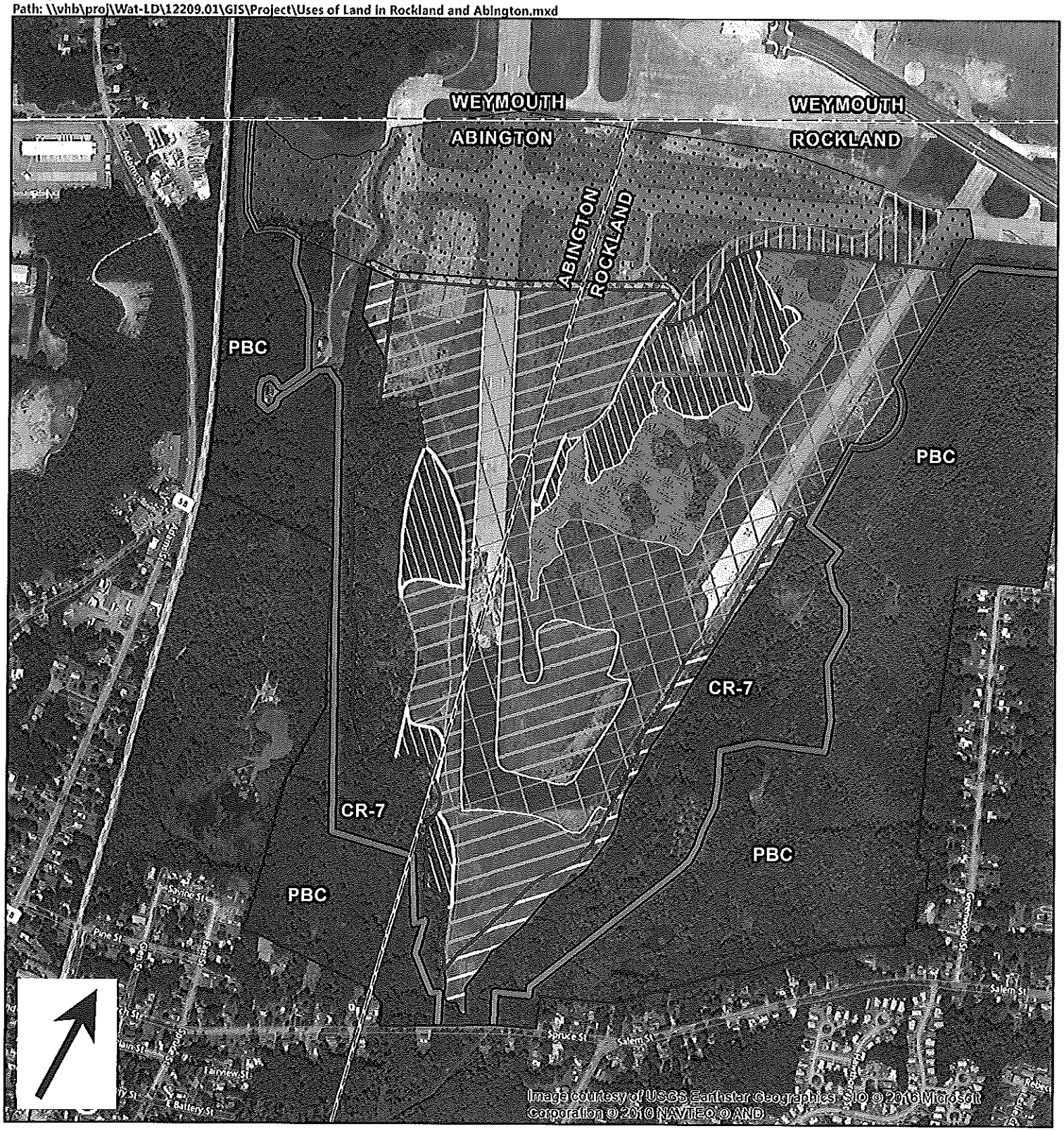
ADDITIONAL OPEN SPACE IN ROCKLAND & ABINGTON
(NOT INCLUDING ROCKLAND MEADOWS AND THOMPSONS POND PROPERTY)

COLOR	TOWN	AREA (AC)
	ROCKLAND	488.1
	ABINGTON	134.9

04/25/2016 Exhibit A-1


DRAFT
WEYMOUTH
HINGHAM
ROCKLAND
ABINGTON
ADDITIONAL CONSERVATION RESTRICTION
LAND IN ROCKLAND & ABINGTON
(NOT INCLUDING ROCKLAND MEADOWS AND THOMPSONS POND PROPERTY)
COLOR
TOWN
ROCKLAND
ABINGTON
04/25/2016
Exhibit A-2

Path: \\vhb\proj\Wat-LD\12209.01\GIS\Project\Uses of Land in Rockland and Abington.mxd



Legend

- Public Benefit Conveyance (PBC)
- Southfield Perimeter
- Town Boundary
- Wetlands - 19.28 acres
- Forested - 15.53 acres
- Shrubland - 9.03 acres
- Area to be Withdrawn - 78.7 acres (not subject to conservation restriction)
- Modified Grassland Restriction - 202.32 acres
- Stormwater Management Area - 7.63 acres
- Naturalized Area (50-foot Buffer)
- Pavement within Withdrawn Areas - 17.74 acres
- Forested and Shrubland Area to be Converted to Grassland - 25.01 acres
- Grassland Preserved - 64.73 acres
- Grassland Restored - 68.74 acres
- Preserved Grassland within CR-7 - 9.14 acres

0 400 800 1,600 Feet

vhb

Exhibit A-3 - Uses of Land in Rockland/Abington

DIC
EIC

EXHIBIT B

ROCKLAND MEADOWS PROPERTY

DK
EC
Kyle

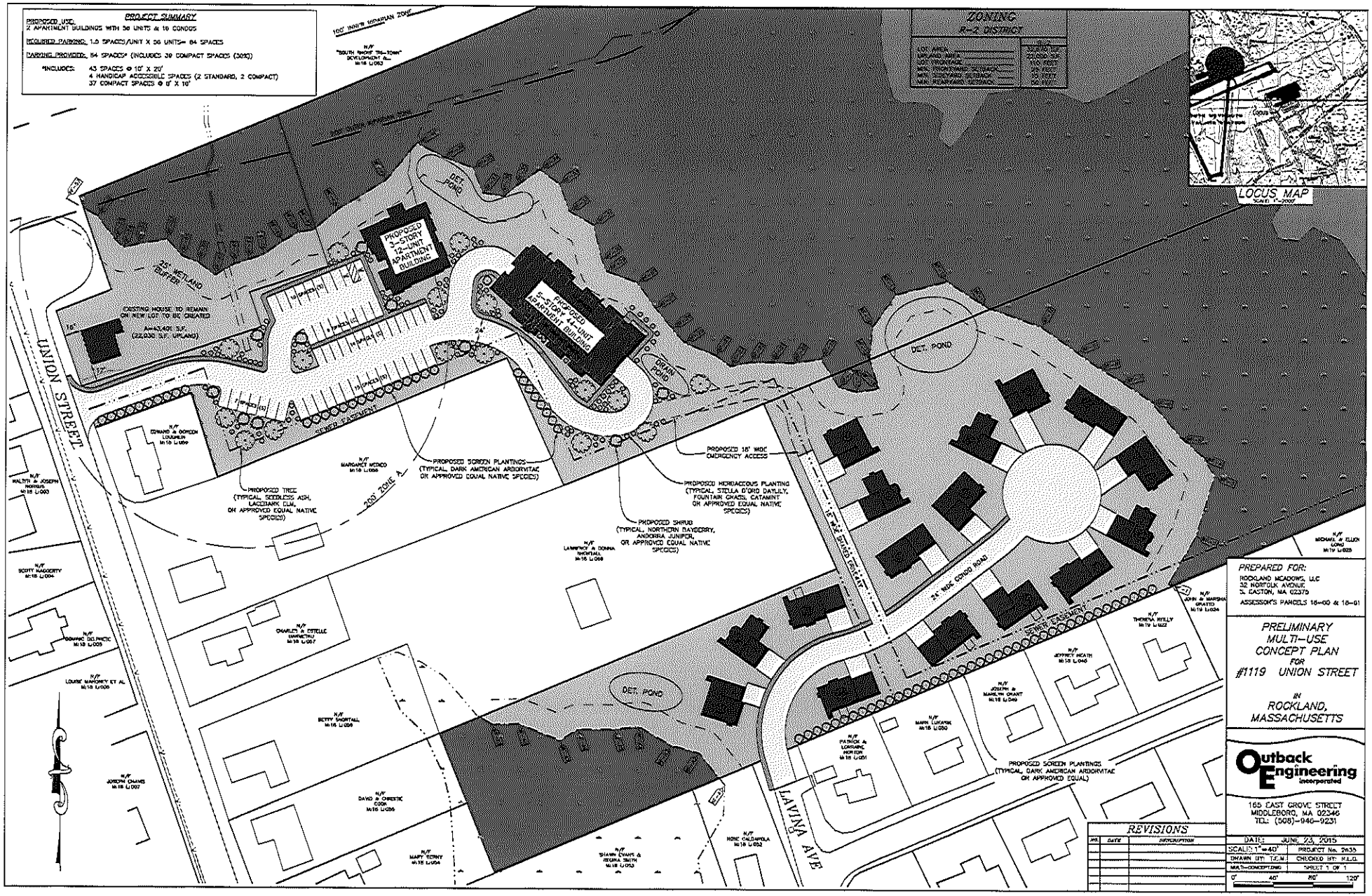
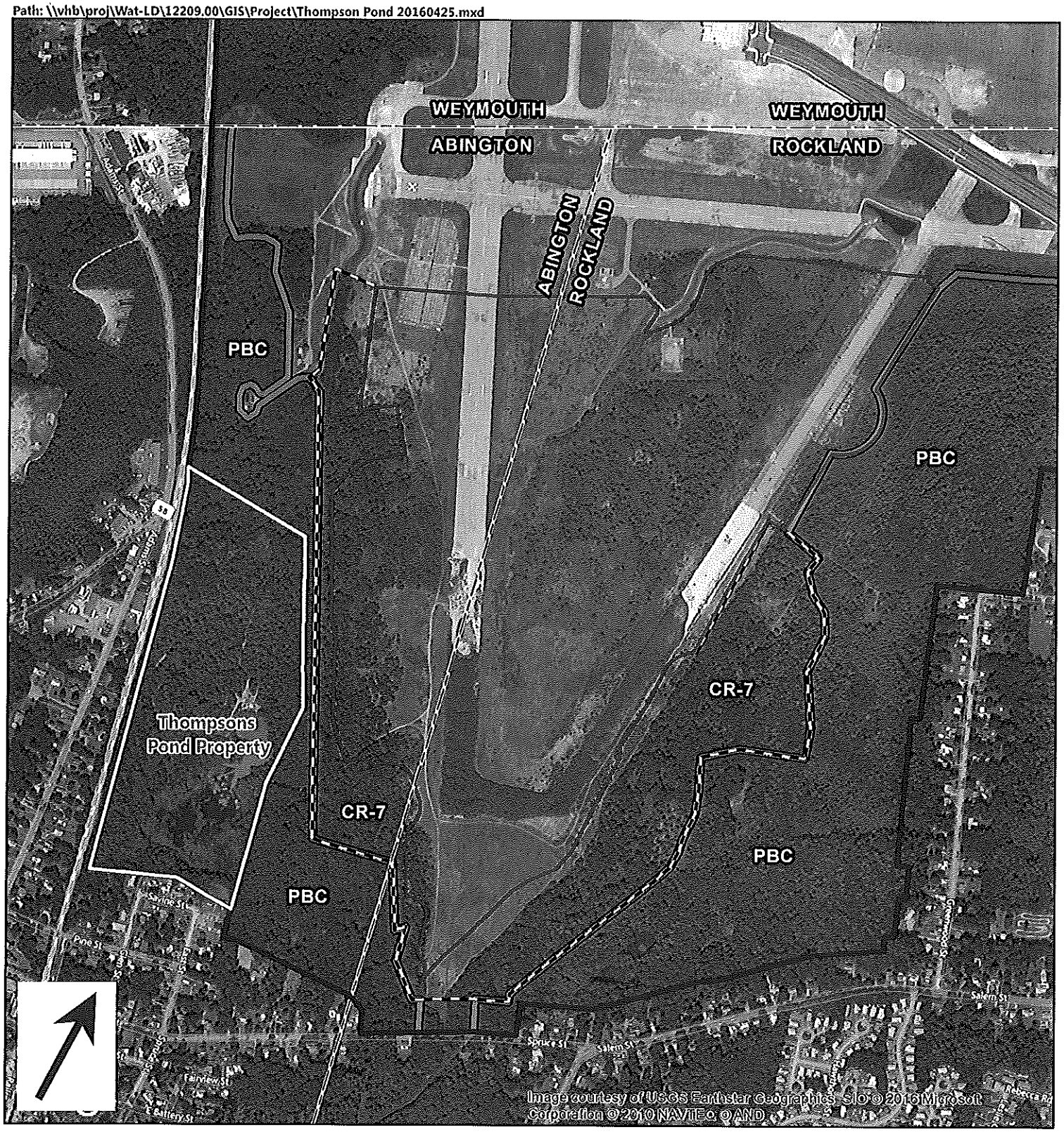

PROJECT SUMMARY
PROPOSED USE: 2 APARTMENT BUILDINGS WITH 36 UNITS & 16 CONDOS
REQUIRED PARKING: 1.0 SPACES/UNIT X 36 UNITS= 84 SPACES
PARKING PROVIDED: 84 SPACES* (INCLUDES 39 COMPACT SPACES (30%))
*INCLUDES: 43 SPACES @ 10' X 20'
4 HANDICAP ACCESSIBLE SPACES (2 STANDARD, 2 COMPACT)
37 COMPACT SPACES @ 8' X 16'
ZONING
R-2 DISTRICT
LOT AREA 20,000 S.F.
LAND AREA 22,000 S.F.
LOT FRONTAGE 150 FEET
MIN. FRONTAGE SETBACK 25 FEET
MIN. REQUIRED SIDEBACK 20 FEET
MAX. REARYARD SETBACK 50 FEET
LOCUS MAP
SCALE: 1"=2000'
100' INNER RIPARIAN ZONE
N/F "SOUTH SHORE TRI-TOWN" DEVELOPMENT CO. M18 L063
PROPOSED 3-STORY 12-UNIT APARTMENT BUILDING
PROPOSED 3-STORY 12-UNIT APARTMENT BUILDING
DET. POND
DET. POND
DET. POND
DRAIN POND
25' WETLAND BUFFER
EXISTING HOUSE TO REMAIN ON NEW LOT TO BE CREATED
A=43,401 S.F. (22,030 S.F. UPLAND)
UNION STREET
200' ZONE A
PROPOSED TREE (TYPICAL SEEDLESS ASH, LACEBARK ELM, OR APPROVED EQUAL NATIVE SPECIES)
PROPOSED SCREEN PLANTINGS (TYPICAL DARK AMERICAN ARBORVITAE OR APPROVED EQUAL NATIVE SPECIES)
PROPOSED SHRUB (TYPICAL NORTHERN BAYBERRY, ANDORRA JUNIPER, OR APPROVED EQUAL NATIVE SPECIES)
PROPOSED HERBACEOUS PLANTING (TYPICAL STELLA D'ORO DAYLILY, FOUNTAIN GRASS, CATAMINT OR APPROVED EQUAL NATIVE SPECIES)
PROPOSED 18' WIDE EMERGENCY ACCESS
24' WIDE CONDO ROAD
LAVINA AVE
PROPOSED SCREEN PLANTINGS (TYPICAL DARK AMERICAN ARBORVITAE OR APPROVED EQUAL)
N/F EDMUND & DOREEN LOUNSBURY M18 L009
N/F MARGARET MONCO M18 L008
N/F WALTER & JOSEPH NORRIS M18 L003
N/F SCOTT MAGGOTTY M18 L004
N/F DENNIS SELINGTON M18 L005
N/F LOUISE MAHONEY ET AL M18 L006
N/F JOSEPH CHAMS M18 L007
N/F CHARLES & ESTELLE MARKOTSKI M18 L007
N/F BETTY SHORTALL M18 L008
N/F DAVID & CHRISTIE COOK M18 L009
N/F MARY TETNY M18 L054
N/F SHAWN EVANS & REGINA SMITH M18 L053
N/F RENE CALDAROLA M18 L052
N/F PATRICK & LORRAINE HORTON M18 L051
N/F MARK LUKAPSK M18 L050
N/F JOSEPH & MARILYN GRANT M18 L049
N/F JEFFREY HEATH M18 L040
N/F THERESA RYLLY M19 L022
N/F JOHN & MARSHA GRATTO M19 L024
N/F MICHAEL & ELLEN LONG M19 L023
PREPARED FOR:
ROCKLAND MEADOWS, LLC
32 NORFOLK AVENUE
S. EASTON, MA 02375
ASSESSOR'S PARCELS 18-00 & 18-01
PRELIMINARY MULTI-USE CONCEPT PLAN FOR #1119 UNION STREET IN ROCKLAND, MASSACHUSETTS
Outback Engineering Incorporated
165 EAST GROVE STREET
MIDDLEBORO, MA 02346
TEL: (508)-946-0231
REVISIONS
NO. DATE DESCRIPTION
DATE: JUNE 23, 2015
SCALE: 1"=40'
PROJECT No. 2635
DRAWN BY: T.E.M.
CHECKED BY: R.L.G.
MULTI-CONCEPT.DWG
SHEET 1 OF 1
0' 40' 80' 120'

EXHIBIT C

THOMPSONS POND PROPERTY

Path: \\vhb\proj\Wat-LD\12209.00\GIS\Project\Thompson Pond 20160425.mxd



Legend

- Thompsons Pond Property
- Southfield Perimeter
- Town Boundary
- Modified Grassland Restriction
- Conservation Restriction Boundary
- Public Benefit Conveyance (PBC)

0 400 800 1,600 Feet

vhb

Thompsons Pond

Southfield

Abington, Rockland, and

Weymouth, Massachusetts

EXHIBIT D

CONSERVATION LAND
SUBJECT TO REVISION BY NHESP
PROHIBITED AND PERMITTED USES

- **Permitted Uses**. The following acts or uses will be permitted in, on, over or under the land subject to the conservation restrictions:

    - Conducting non-commercial, passive recreational uses of the land, such as nature study, birding, wildlife observation, walking on trails, and similar passive recreation activities, provided such uses do not alter the topography, including, but not limited to the landscape or environmental qualities of the land;

    - The marking, clearing, mowing or maintaining of footpaths and woods trails and pruning, trimming, cutting and removing selective bushes, shrubs, trees and other vegetation in connection therewith, all in accordance with any required standards and practices of NHESP;

    - The restoration (consistent with historic committee practices) and maintenance of the house located at 1119 Union Street for use as a nature center which will be open to the public and/or used as a headquarters for the open space management organization and the restoration of the two (2) existing observation towers on the Base;

    - 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, all in accordance with any required standards and practices of NHESP;

    - The installation of temporary or permanent boundary monuments; the right to erect and maintain small informational and directional signs;

    - Conducting environmental remediation, as required by the United States Environmental Protection Agency, the Massachusetts Department of Environmental Protection, or other governmental or quasi-governmental authority;

    - The removal or control of hazardous trees, poison ivy, oriental bittersweet, other invasive or exotic species, insect infestations, diseases, and other types of pests by method, including but not limited to, the use of spot-applied herbicides, fungicides and pesticides, all in accordance with any required standards and practices of NHESP;

    - The restoration, maintenance, enhancement or management of biotic communities or habitats for native or rare species, including, but not limited to, application of

DAC
EK
Kyle

herbicide, selective planting of native species, cutting, prescribed burning or removal of native vegetation, forestry, and modification of soils. All habitat restoration, maintenance or enhancement of rare species habitat shall be done in accordance with the written permission of the conservation organization managing the land and/or NHESP;

- The mowing and/or clearing of existing cleared areas, only to the dimensions of the existing conditions, and only during times in which the mowing will not disturb the nesting of birds, reptiles and other species;

- Any other uses specified in the revision of the Existing NHESP Golf Course Restriction;

- Any work undertaken in conjunction with the permitted uses mentioned above shall seek to minimize disturbance of the land. Upon completion of any site work performed in conjunction with the permitted uses above, 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;

- The placement, erection and operation of scientific instruments for purposes of scientific research, including temporary structures sheltering the same; and

- The right to lay out and maintain easements to cross the conservation restriction areas in such places and for such purposes as may be required by any governmental agency.

- **Prohibited Uses**. The following acts or uses will be prohibited in, on, over or under the land, subject to the conservation restrictions:

  - Constructing, placing, or allowing to remain any building on, above, or below the surface of the land. Provided, such restriction shall not apply to the renovation and maintenance of the house located at 1119 Union Street for use as a nature center which may be open to the public and/or used as a headquarters for the conservation management organization or to the renovation and maintenance of the two (2) existing observation towers on the Base;

  - Mining, excavating, dredging or removing of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit;

  - Placing, filling, storing or dumping of snow, soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree cuttings, waste or hazardous materials or other substance or material whatsoever, whether or not generated on the land;

  - Except as set forth above in "permitted uses", removing, cutting, pruning or destroying vegetation (native or non-native), including, but not limited to trees or plants, understory, grasses and ground covers, unless approved in advance in writing;

- Any 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 land. A list of plant species deemed to be invasive, as of the time of this Agreement, is provided in the Massachusetts Prohibited Plant List, which is updated and maintained by the Massachusetts Department of Agricultural Resources;

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

- Any commercial recreation, commercial agriculture, other business or industrial use;

- 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 land; and the storage or dumping of manure or other animal wastes or any agricultural use;

- 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 or other governmental agents in carrying out their lawful duties; and except for motorized wheelchairs or scooters used by physically challenged parties;

- The disruption, removal, or destruction of any stone walls or granite fences;

- Hunting and trapping; and

- Unleashed dogs.

62457875 v5-WorkSiteUS-032801/0001

DAC
EK
Kyle