



**MUNICIPAL COUNCIL AGENDA
CHESTER R. MARTIN MUNICIPAL COUNCIL CHAMBERS
141 OAK STREET, TAUNTON, MA 02780**

~
APRIL 2, 2013 – 7:00 PM

**INVOCATION
ROLL CALL
RECORDS**

HEARING: NONE

COMMUNICATIONS FROM THE MAYOR

APPOINTMENTS

COMMUNICATIONS FROM CITY OFFICERS

- Pg. 1 Com. from Acting Treasurer/Collector – Notifying of a Land Court Decree
- Pg. 2 Com. from Acting Treasurer/Collector – Notifying of a Land Court Decree
- Pg. 3-6 Com. from City Solicitor – Star Theater Litigation
- Pg. 7-24 Com. from City Solicitor – Meadowland Estates Subdivision – Amended Conservation Restriction

PETITIONS

Old Gold License

Petition submitted by Ali Abouzeid, 73 Cavalier Ave., Taunton requesting a **RENEWAL** of his Old Gold License for Hannoush Jewelers, Inc. located at 2 Galleria Mall Drive (Location #24), Taunton.

Claims

Claim submitted by Michael Weigold, 50 Pocasset Place, East Taunton seeking reimbursement for damages to his automobile from hitting a pothole on South East Street across from River Bend Condominiums.

Claim submitted by Linda Saxon, 61 Duffy Dr., Taunton seeking reimbursement for damages to her front lawn, irrigation system and mail box from a snowplow.

TAUNTON, MA
CITY CLERK

2013 MAR 28 P 2:13

RECEIVED
CITY CLERK'S OFFICE

COMMITTEE REPORTS

UNFINISHED BUSINESS

ORDERS, ORDINANCES AND RESOLUTIONS

NEW BUSINESS

Respectfully submitted,

A handwritten signature in cursive script that reads "Rm Blackwell". The signature is written in black ink and is positioned above the printed name.

Rose Marie Blackwell

City Clerk



CITY OF TAUNTON
MASSACHUSETTS

TREASURY DEPARTMENT

JAYNE D ROSS, CMMT, CMMC
Treasurer/Collector

15 Summer Street
Taunton, MA 02780

Telephone (508) 821-1057
FAX (508) 821-1007

March 21, 2013

Thomas Hoyer Jr., Mayor and
Members of the Municipal Council
15 Summer Street
Taunton, MA 02780

Re: Land Court Decree Paul W Mulvee
Parcel # 72-0-001-0 1580 Glebe St

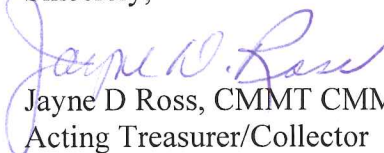
Dear Mayor Hoyer and Councilors:

I have been notified that the Land Court entered a foreclosure decree on a tax title parcel assessed to Paul W. Mulvee. This property is located at 1580 Glebe Street. The City of Taunton is now the owner of this property and should make every effort to insure and secure the premises, as all responsibility and liability for this property now rests with the City of Taunton.

Once we receive the recorded judgment decree I will transfer the parcel to the Tax Possession Custodian.

If you have any questions or concerns regarding this property, please contact this Office.

Sincerely,


Jayne D Ross, CMMT CMMC
Acting Treasurer/Collector

cc: Assessor
Auditor
Tax Possession Custodian



CITY OF TAUNTON
MASSACHUSETTS

TREASURY DEPARTMENT

2.

JAYNE D ROSS, CMMT, CMMC
Treasurer/Collector

15 Summer Street
Taunton, MA 02780

Telephone (508) 821-1057
FAX (508) 821-1007

March 21, 2013

Thomas Hoye Jr., Mayor and
Members of the Municipal Council
15 Summer Street
Taunton, MA 02780

Re: Land Court Decree Beverly Krackowski Tr JL Development LLC
Parcel # 106-0-114-0 Berkley St

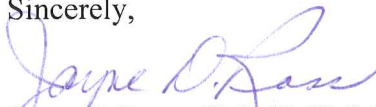
Dear Mayor Hoye and Councilors:

I have been notified that the Land Court entered a foreclosure decree on a tax title parcel assessed to **Beverly Krackowski Tr JL Development LLC**. This property is located **Berkley Street**. The City of Taunton is now the owner of this property and should make every effort to insure and secure the premises, as all responsibility and liability for this property now rests with the City of Taunton.

Once we receive the recorded judgment decree I will transfer the parcel to the Tax Possession Custodian.

If you have any questions or concerns regarding this property, please contact this Office.

Sincerely,


Jayne D Ross, CMMT CMMC
Acting Treasurer/Collector

cc: Assessor
Auditor
Tax Possession Custodian



City of Taunton
LAW DEPARTMENT

141 Oak Street
Taunton, Massachusetts 02780
Phone (508) 821-1036 Facsimile (508) 821-1064



Thomas C. Hoye, Jr.
MAYOR

Jason D. Buffington
CITY SOLICITOR

Daniel F. de Abreu
ASST. CITY SOLICITOR

March 26, 2013

Honorable Mayor Thomas C. Hoye, Jr.
Members of the Taunton Municipal Council
141 Oak Street
Taunton MA 02780

RE: Star Theater Litigation
Southeastern Division of the Housing Court, Docket Nos. 10-CV-127 & 13-CV-125

Dear Mayor Hoye and Members of the Municipal Council:

In our continuing effort to keep you apprised of this ongoing matter, enclosed please find the following court documents:

- *Findings and order of contempt, Docket No. 10-CV-127.* As you can see, the court held the Defendant in contempt and ordered the payment of over \$5,000 in fines and attorney's fees within the next 30 days.
- *Court order for repairs, Docket No. 13-CV-125.*

Please feel free to contact me with any questions that you may have.

Very truly yours,

Jason D. Buffington, Esq.
City Solicitor

HOUSING COURT DEPARTMENT
SOUTHEASTERN DIVISION
A TRUE COPY
ATTEST Maed R. Jeffers CLERK
DATE _____

Commonwealth of Massachusetts
The Trial Court

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3/19/13

TAUNTON FIRE DEPARTMENT
CAPTAIN ROBERT J. BASTIS, JR

PLAINTIFF

Housing Court Department
Southeastern Division
Docket #: 10-CV-00127

V

MR. MICHAEL O'DONNELL
DEFENDANT

A hearing has been held by the Court this day; as a result of said hearing:

- (X) You have been found in contempt of Court, but you may purge said contempt as follows:
- () No contempt found.

1. By paying \$1,750.00 to the clerk of court, representing the fine imposed on September 21, 2010, within 15 days from the date of this order.
2. By paying the Plaintiff \$3,264.00, representing the attorneys fees and costs imposed on March 8, 2011, within 30 days from the date of this order .

You are further Ordered to re-appear before this Court Tues 4/30/13
Day Date
at 11:00 a.m to determine if defendant has purged his contempt.

Your failure to comply with this order and/or to re-appear before the Court as indicated may result in an initial or further contempt proceeding; with Court ordered sanctions, and/or a Capias for your Civil arrest may also issue.



First Justice

Date: 3/19/13

Commonwealth of Massachusetts

THE TRIAL COURT

Fonstel ss:

HOUSING COURT DEPARTMENT
SOUTHEAST DIVISION
NO. 13H83CV00125 TA

City of Taunton, Robert Pirozzi

v.

Michael O'Donnell, Trustee Boston Financial Trust

IT IS HEREBY AGREED BETWEEN THE ABOVE NAMED PARTIES THE FOLLOWING:

- 1) The defendant agrees to secure all windows and doors to the building located at 107-111 Main Street, Taunton, Ma, keeping all outside elements from the building covering to the windows shall be painted in white, red or orange in color which will be visibly seen from the outside.
- 2) ^{wooden}
- 3) If the windows are opened when the building is occupied. Said windows shall closed and secured at the end of the work day.

THE ABOVE STIPULATION IS AN AGREEMENT WHICH PLACES THE PARTIES UNDER THE RESTRAINT OF A DIRECT ORDER OF THE COURT, THAT THEY DO OR REFRAIN FROM DOING THE PARTICULAR ACTS STATED HEREIN. ANY VIOLATION OF THIS AGREEMENT CAN RESULT IN CONTEMPT, AS THE DOCUMENT IN QUESTION IS INTENDED TO OPERATE AS AN INJUNCTION.

SO ORDERED:

ANNE KENNEY CHAPLIN, FIRST JUSTICE

Anne Kenney Chaplin (Signature)

[Signature]
PLAINTIFF

[Signature]
DEFENDANT

DATE: 3/19/2013

PREPARED BY: *Stacy Clarke*

DEFENDANT

Commonwealth of Massachusetts

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THE TRIAL COURT

Bristol ss:

HOUSING COURT DEPARTMENT
SOUTHEAST DIVISION

NO. 13183CR001257A

City of Taunton, Robert Pirozzi

v.

Michael O'Donnell, Trustee Boston
Financial Trust

IT IS HEREBY AGREED BETWEEN THE ABOVE NAMED PARTIES THE FOLLOWING:

(4) The defendant agrees to complete securing
the doors and ^{windows} to the building by March
28, 2013.

THE ABOVE STIPULATION IS AN AGREEMENT WHICH PLACES THE PARTIES UNDER THE RESTRAINT OF A DIRECT ORDER OF THE COURT, THAT THEY DO OR REFRAIN FROM DOING THE PARTICULAR ACTS STATED HEREIN. ANY VIOLATION OF THIS AGREEMENT CAN RESULT IN CONTEMPT, AS THE DOCUMENT IN QUESTION IS INTENDED TO OPERATE AS AN INJUNCTION.

SO ORDERED:

ANNE KENNEY CHAPLIN, FIRST JUSTICE

Anne Kenney Chaplin / (D)

PLAINTIFF

[Signature]
DEFENDANT

DATE:

3/19/2013

PREPARED BY:

Aagan-Clarke

DEFENDANT



City of Taunton

LAW DEPARTMENT

141 Oak Street
Taunton, Massachusetts 02780
Phone (508) 821-1036 Facsimile (508) 821-1064



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Thomas C. Hoyer, Jr.
MAYOR

Jason D. Buffington
CITY SOLICITOR

Daniel F. de Abreu
ASST. CITY SOLICITOR

March 27, 2013

Honorable Mayor Thomas C. Hoyer, Jr.
Members of the Taunton Municipal Council
141 Oak Street
Taunton MA 02780

RE: Meadowland Estates Subdivision – Amended Conservation Restriction

Dear Mayor Hoyer and Members of the Municipal Council:

Enclosed please find the final version of the Amended and Restated Conservation Restriction concerning the open space land within this subdivision, which was approved by the Planning Board and will be located off of Tremont Street. As you know, this subdivision was approved as a "Cluster Residential Development" under Section 14.1 of the Taunton Zoning Ordinance, which requires restrictions of this type to be placed upon the common open space.

I have reviewed the attached legal document and find it to be in proper form. I respectfully request that the Municipal Council vote to accept this Amended and Restated Conservation Restriction as being in the public interest.

Very truly yours,

Jason D. Buffington, Esq.
City Solicitor

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**Address of Property: Open Space, Parcel "A"
Bluegrass Circle a/k/a Bluegrass Lane,
Taunton, Massachusetts**

**Title Reference: Bristol County Registry of Deeds,
Northern District
Book 20333, Page 105.**

AMENDED AND RESTATED CONSERVATION RESTRICTION

Now come Big Red Properties, LLC, a Massachusetts limited liability company with a principal place of business at 490 Winthrop Street, Taunton, Massachusetts, as Grantor and Kayla Lopes, Trustee of Meadow Land Estates II Homeowners Trust u/d/t dated July 23, 2012 and recorded with the Bristol County Registry of Deeds, North District in Book 20332, Page 266, as former Grantee, who joins in this grant, together with their successors and assigns ("Grantor") and hereby assigns its interest and joins in the grant as well as hereby amends and restates the Conservation Restriction dated July 23, 2012 and recorded with said Registry of Deeds in Book 20332, Page 280 pursuant to Section X therein.

The Grantors hereby agree that the said Conservation Restriction dated July 23, 2012 and recorded with Bristol County Registry of Deeds, North District, in Book 20332, Page 280 is hereby amended by striking out the text thereof in its entirety and replacing it with the following:

Big Red Properties, LLC, a Massachusetts limited liability company with a principal place of business at 490 Winthrop Street, Taunton, Massachusetts herewith, being the sole owner, for my successors and assigns ("Grantor"), acting pursuant to Section 31 of Chapter 184 of the Massachusetts General Laws, and Kayla Lopes, Trustee of Meadow Land Estates II Homeowners Trust, a Declaration of Trust dated July , 2012 and recorded with the Bristol County Registry of Deeds assigns and grants any and all interests in the former Conservation Restriction to the City of Taunton acting by and through its Conservation Commission by authority of M.G.L. Chapter 40 §8C and its permitted successors and assigns with a principal place of business at 15 Summer Street, Taunton, Massachusetts acting by and through its Conservation Commission by authority of M.G.L. Chapter 40 §8C ("Grantee") for less than One Hundred Dollars (\$100.00), in perpetuity and exclusively for conservation purposes, the following Conservation Restriction on a parcel of land located on Bluegrass Circle a/k/a Bluegrass Lane in the City of Taunton, Bristol County, Massachusetts and more particularly described in Exhibit A, excluding therefrom, the non-exclusive 20' wide utility easement to the City of Taunton as set forth in the Grant of Utility Easement, dated July 23, 2012 and recorded with the Bristol County North District Registry in Book 20332, Page 263 with a property description attached hereto as Exhibit "B" and as approximately shown on the reduced copy of the plan attaché hereto as Exhibit "C" "sketch plan" ("Premises"). This Conservation Restriction is in compliance with the Certificate of Final Action dated December 8, 2009, RE: DEFINITIVE CLUSTER SUBDIVISION PLAN- "MEADOW

LAND ESTATES” – LOCATED OFF TREMONT STREET and the City of Taunton Zoning Ordinance, Section 14.1 Cluster Residential Development.

For Grantor’s title see Bristol County Registry of Deeds Northern District in Book 20033, Page 105.

I. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the General Laws and otherwise by law. The purpose of this Conservation Restriction is to assure that the Premises will be maintained in its current condition in **perpetuity and for conservation purposes**, predominantly in a natural, scenic and undeveloped condition, and to prevent any use or change that would materially impair or interfere with its conservation and preservation value.

This value include the following:

Open Space Preservation. The protection of the Premises contributes to the protection of the scenic and natural character of the City of Taunton and the protection of the Premises will enhance the open-space value of these lands. The Conservation Restriction preserves and protects 42.62 acres of land within the Three Mile River Area of Critical Environmental Concern, including 21.8 acres of wetlands, 1800 linear feet of perennial stream, vernal pools and upland habitat used by a variety of wildlife. It also provides a natural buffer to adjacent homes and an area within which local residents can enjoy the woods and wildlife.

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 pole, tower, conduit, line or other temporary or permanent structure or facility on, above or under the Premises;

(2) Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise make topographical changes to the area;

- (3) Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever or the installation of underground storage tanks;
- (4) Cutting, removing or destroying trees, grasses or other vegetation;
- (5) Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, or archaeological conservation;
- (6) 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;
- (7) Subdivision or conveyance of a part or portion of the Premises, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), and no portion of the Premises may be used towards further building or development requirements on this or any other parcel. The Premises may be used by the Grantor to comply with building requirements, by-laws, rules, regulations, and/or ordinances for this subdivision only.
- (8) The use of the Premises for more than *de minimis* commercial recreation, business, residential or industrial use of the Premises.
- (9) Any other use of the Premises or activity thereon which is inconsistent with the purpose of this Conservation Restriction or which would materially impair its conservation interests.

B. Reserved Rights 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) Recreational Activities. Fishing, boating, hiking, horseback riding, cross-country skiing 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 *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 and trails and meadows; and designed to protect and enhance the conservation values of the Premises, including, without limitation, water quality, water features, scenic views, wildlife habitat, etc.

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

(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 have a deleterious impact on the purposes (including scenic values) of this Restriction;

(5) Wildlife Habitat Improvement. With the prior written permission of Grantee, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species including selective planting of native trees, shrubs and plant species;

(6) Archaeological Investigations. The conduct of archaeological activities, including without limitation survey, excavation and artifact retrieval, following submission of an archaeological field investigation plan and its approval in writing by Grantee and the State Archaeologist of the Massachusetts Historical Commission (or appropriate successor official);

(7) Trails. The marking, clearing and maintenance of footpaths and trails in their natural state which are to be not wider than 5 feet;

(8) Signs. The erection, maintenance and replacement of signs with respect to hunting, trespass, trail access, identity and address of the occupants, sale of the Premises, the Grantee's interest in the Premises, identification of the Meadow Land Estates Subdivision and the lots therein, sale of the Meadow Land Estates Subdivision and the lots therein and the protected conservation values; and,

(9) 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.

(10) Boundary Markers. The erection, construction, maintenance and replacement of fences or necessary boundary markers on the Open Space.

(11) Habitat Management Activities. Habitat management activities, but not landscaping, maybe allowed as long as they do not materially impair the conservation restrictions herein.

C. Notice and Approval.

Whenever notice to or approval by Grantee is required, Grantor shall notify Grantee in writing not less than 60 days prior to the date Grantor intends to undertake the activity in

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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, the requested activity is not prohibited hereunder and the activity will not materially impair the purposes of this Conservation Restriction.

III. LEGAL REMEDIES

A. The Grantee And/Or The City Of Taunton- 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 by Grantor 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 attorney fees incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred by the Grantor.

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.

IV. ACCESS

The Grantor hereby grants to the Grantee, or their 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, including access over any ways which the Grantor has available to it. 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.

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. 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 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, bears to the value of the unrestricted property.

C. Grantor/Grantee Cooperation Regarding Public Action

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in shares equal to such proportionate value. 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; 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 within 20

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days 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, if applicable.

The Grantor shall not be liable for violations occurring after transfer of its 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.

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 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 and Grantee agree that they will not grant, assign, or accept any interest that will result in merger until this Conservation Restriction is assigned to a non fee owner to avoid merger and ensure that the Conservation Restriction will be enforceable by a non-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, and if applicable, shall comply with the provisions of Art. 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be approved by the Massachusetts Secretary of Energy and Environmental Affairs and the Chapter 184 §32 process and recorded in the Bristol County northern District Registry of Deeds.

XI. EFFECTIVE DATE

This Conservation Restriction shall be effective when signed by the following: the Grantor, the Grantee, the Mayor of the City of Taunton, at least five members of the Taunton Municipal Council, at least four members of the Taunton Conservation Commission and the Secretary of the Massachusetts Executive Office of Energy and Environmental Affairs, and it has been recorded in the Bristol County Northern District Registry of Deeds or as required by M.G.L. Chapter 184 §32. The Grantee shall record this instrument in timely manner in the Bristol County Northern District 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 with a receipt or sent by first class mail, postage pre-paid, with a receipt addressed as follows:

To Grantor: Big Red Properties, LLC
490 Winthrop Street
Taunton, MA 02780

To Grantee: Conservation Commission
City Hall Annex
15 Summer Street
Taunton, MA 02780

With a copy to: City of Taunton
Law Department
141 Oak Street
Taunton, MA 02780

or to such other address as any of the above parties shall designate from time to time by written notice to the other or that 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 affect the purpose of this

Conservation Restriction and the policy and purposes of Massachusetts General Laws Chapter 184, Sections 31. 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.

E. Authority

The undersigned acknowledges that he/she/it has the authority to execute this agreement and if signing on behalf of an entity, he or she has obtained authority from the appropriate individuals and has the authority to grant, convey or bind the entity to this Conservation Restriction and the terms thereof. This Conservation Restriction shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives and successors of the parties.

WITNESS our hand and seal this _____ day of _____, 2013.

Big Red Properties, LLC

By: _____
Kayla Lopes, Manager

By: _____
Joseph Tutsch, Jr., Manager

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss:

On this _____ day of _____, 2012, before me, the undersigned notary public, personally appeared Kayla Lopes and Joseph Tutsch, Jr., proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as Managers and on behalf of Big Red Properties, LLC.

Notary Public
My Commission Expires:

WITNESS my hand and seal this _____ day of _____, 2013.

Meadow Land Estates II Homeowners Trust

By: _____
Kayla Lopes, Trustee

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss:

On this _____ day of _____, 2012, before me, the undersigned notary public, personally appeared Kayla Lopes, Trustee of the Meadow Land Estates II Homeowners Trust, proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as Trustee and on behalf of said Trust.

Notary Public
My Commission Expires:

ACCEPTANCE OF GRANT AND
APPROVAL BY CONSERVATION COMMISSION

We, the undersigned, being a majority of Conservation Commission of the City of Taunton, hereby certify that at a public meeting duly held on _____, the Conservation Commission voted to approve and accept the foregoing Conservation Restriction as being in the public interest pursuant to M.G.L. Ch. 184 §§ 31-33.

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss:

On this _____ day of _____, 2013, before me, the undersigned notary public, personally _____ appeared

_____, proved to me through satisfactory evidence of identification which was personal knowledge to be the Conservation Commission of the City of Taunton whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it in their stated capacity, duly authorized and voluntarily, on behalf of the City of Taunton, for its stated purpose.

Notary Public
My Commission Expires:

20

APPROVAL BY MAYOR

I, the undersigned being the Mayor of the City of Taunton hereby approve the grant of the foregoing Conservation Restriction to the Conservation Commission as being in the public interest pursuant to M.G.L. Ch. 184 §§ 31-33.

Thomas C. Hoye, Jr.

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss:

On this day of , 2013, before me, the undersigned notary public, personally appeared Thomas C. Hoye, Jr., proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as Mayor of the City of Taunton.

Notary Public
My Commission Expires:

21

APPROVAL BY MUNICIPAL COUNCIL

We, the undersigned, being a majority of Municipal Council of the City of Taunton, hereby certify that at a public meeting duly held on _____, the Municipal Council voted to approve the grant of the foregoing Conservation Restriction to the Conservation Commission as being in the public interest pursuant to M.G.L. Ch. 184 §§ 31-33.

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss:
On this _____ day of _____, 2013, before me, the undersigned notary public, personally _____ appeared

_____, proved to me through satisfactory evidence of identification which was personal knowledge to be the Municipal Council of the City of Taunton whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it in their stated capacity, duly authorized and voluntarily, on behalf of the City of Taunton, for its stated purpose.

Notary Public
My Commission Expires:

22

APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS

I, the undersigned being the Secretary of the Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby approves the foregoing Conservation Restriction as being in the public interest pursuant to M.G.L. Ch. 184 §§ 31-33. Signing and approving this Conservation Restriction does not represent the existence or nonexistence of public rights in the Premises, and any public rights, if any, are not affected thereby.

Richard K. Sullivan, Jr.

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss:

On this day of , 2013, before me, the undersigned notary public, personally appeared Richard K. Sullivan, Jr., proved to me through satisfactory evidence of identification which was personal knowledge to be the Secretary of the Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it in his stated capacity, duly authorized and voluntarily for its stated purpose.

Notary Public
My Commission Expires:

23

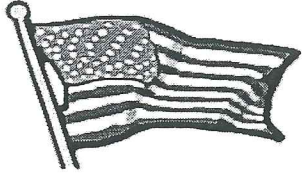
Exhibit A

Open Space Parcel "A", containing 1,856,359.2 sq. ft. +/- as shown on those certain plans entitled: "MEADOW LAND ESTATES, A CLUSTER RESIDENTIAL DEVELOPMENT DEFINITIVE SUBDIVISION PLAN OF LAND IN TAUNTON, MA SUBMISSION DATE: NOVEMBER 10, 2009" Prepared for Yvon Nadeau Development, 94 Libby Lane, Taunton, MA., said plan having been duly approved by the Taunton Planning Board and recorded with the Bristol County Northern District Registry of Deeds on May 13, 2010 in Plan Book 476, Pages 13 through 19, specifically excluding therefrom the non-exclusive 20' wide utility easement to the City of Taunton as set forth in the Grant of Utility Easement. The legal description of which is attached hereto as Exhibit "B" and as approximately shown on the reduced copy of the plan attached hereto as Exhibit "C" "sketch plan" Subject to any and all easements, covenants, restrictions, orders or conditions, if any, of record.

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Exhibit "B"

20' Wide Utility Easement to the City of Taunton between Lots 9 and 10 and in the Open Space Parcel "A", as shown on those certain plans entitled: "MEADOW LAND ESTATES, A CLUSTER RESIDENTIAL DEVELOPMENT DEFINITIVE SUBDIVISION PLAN OF LAND IN TAUNTON, MA SUBMISSION DATE: NOVEMBER 10, 2009" Prepared for Yvon Nadeau Development, 94 Libby Lane, Taunton, MA., said plan having been duly approved by the Taunton Planning Board and recorded with the Bristol County Northern District Registry of Deeds on May 13, 2010 in Plan Book 476, Pages 13 through 19.



APRIL 2, 2013

HONORABLE THOMAS C. HOYE, JR., MAYOR
COUNCIL PRESIDENT JOHN M. McCAUL
AND MEMBERS OF THE MUNICIPAL COUNCIL

PLEASE NOTE:

THE FOLLOWING COMMITTEE MEETINGS HAVE BEEN SCHEDULED FOR TUESDAY, APRIL 2, 2013 AT 6:30 P.M. AT THE TEMPORARY CITY HALL AT MAXHAM SCHOOL, 141 OAK STREET, TAUNTON, MA. 02780, IN THE CHESTER R. MARTIN MUNICIPAL COUNCIL CHAMBERS

6:30 PM.

THE COMMITTEE ON FINANCE & SALARIES

1. MEET TO REVIEW THE WEEKLY VOUCHERS & PAYROLLS FOR CITY DEPARTMENTS
2. MEET TO REVIEW REQUESTS FOR FUNDING
3. MEET TO REVIEW MATTERS IN FILE

PLEASE NOTE:

A "MEETING" OF THE ENTIRE MUNICIPAL COUNCIL, AS SAID TERM IS DEFINED IN MASS. GEN. L. C. 30A, §18 MAY OCCUR CONCURRENTLY WITH THIS COMMITTEE MEETING

RESPECTFULLY,

COLLEEN M. ELLIS
CLERK OF COUNCIL COMMITTEES

CITY CLERK

TAUNTON, MA

2013 MAR 28 P 12:35

RECEIVED
CITY CLERK'S OFFICE