EXHIBIT # 1

Middlesex South Registry of Deeds

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MASSACHUSETTS EXCISE TAX
Southern Middlesex District ROD # 001
Date: 10/18/2017 02:37 PM
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Middlesex South Registry of Deeds
Maria C. Curtatone, Register
208 Cambridge Street
Cambridge, MA 02141
617-679-6300
www.middlesexsouthregistry.com

GRANT OF EASEMENT and RELEASE

David M. Green and Traci C. Green, being married, for consideration of $1.00 paid, grant to **Mark S. Klempner, as Trustee of the Frances Borger Klempner QTIP Trust u/d/t dated 6/10/87 and as Trustee of the Frances Borger Klempner NON-QTIP Marital Trust u/d/t dated 6/10/97** and to any successors in interest an easement for drainage purposes shown as "Proposed 15' Drainage Easement #1" consisting of an area of 4,044 square feet of land, more or less, being shown on a plan of land entitled "DEFINITIVE SUBDIVISION AMENDMENT FOR 'WHITTEMORE PLACE ' PREPARED FOR MARK S. KLEMPNER" SCALE: 1" = 40' DATE: JUNE 20, 2017, PREPARED BY SCHOFIELD BROTHERS LLC, 1071 WORCESTER ROAD, FRAMINGHAM, MASS. 01701" which plan is duly recorded with the Middlesex South District Registry of Deeds as Plan No. 601 of 2017 (sheet 2 of 6) and to which plan reference is made for a more particular description of said easement area.

The undersigned also forever release to the grantee and any successors in interest all rights to the fee in Whittemore Place, formerly known as Klempner Lane, Wayland, MA, as shown on said plan.

For reference to title, see Middlesex South Deeds Book 68434, Page 526.

WITNESS the execution hereof under seal this 6th day of October, 2017.

David M. Green

Traci C. Green

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 6TH day of OCTOBER, 2017, before me, the undersigned notary public, personally appeared David M. Green and Traci C. Green, proved to me through satisfactory evidence of identification, which was Personal Knowledge, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public Robert F. Dionisi, JR.
My commission expires: 7/8/22

EXHIBIT # 2

Middlesex South Registry of Deeds

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25035

STORMWATER MANAGEMENT SYSTEM OPERATION AND MAINTENANCE PLAN

for

Definite Subdivision Amendment
"Whittemore Place"
Old Connecticut Path
Wayland, Massachusetts 01778

PREPARED BY
SCHOFIELD BROTHERS LLC

February 14, 2017
Revised June 6, 2017

25035

STORMWATER MANAGEMENT SYSTEM
OPERATION AND MAINTENANCE PLAN
DEFINITIVE SUBDIVISION AMENDMENT – "WHITTEMORE PLACE"
OLD CONNECTICUT PATH in WAYLAND, MASSACHUSETTS

In order for the stormwater management system to function properly as designed, the system must be inspected on a regular basis and routine maintenance performed. The responsibility for the maintenance and operation of the system will be as follows:

Stormwater BMPs on Private Lots (not within Drain Easements):
These include infiltration systems for roof drainage consisting of:

- Roof Gutters and Down Spouts or other collection systems.
- Infiltration Systems (Seepage Pits, Drip Trenches, or other systems intended to infiltrate runoff into the ground.

Responsibility: Individual Lot Owners for their system.

Stormwater BMP's on Private Lots (within Drain Easements and Road Right-of-Way.

Prior to acceptance of the Road by the Town:	Owner(s)/Developer
Following acceptance of the Road by the Town:	As Follows:

1. **Town of Wayland, Department of Public Works** will be responsible for the operation and maintenance of the Stormwater Treatment Unit and the Stone Lined Swale at the entrance of the Stormwater Treatment Unit.

2. **The Owners of Lots 2A, 3 and 4** will be jointly responsible for operation and maintenance of all other components of the stormwater management system that are not the responsibility of the Town of Wayland described in 1 above. This responsibility shall be through a Home Owners Association or other suitable legal arrangement acceptable the Wayland Planning Board.

   The stormwater management components in this item include:
   - Grass lined drain swales.
   - Recharge Basins #1 and #2.
   - 8 inch Drain Culvert at the driveway entrance to Lot 2A.

   For these portions of the stormwater system, the Town of Wayland will maintain responsibility for oversight and enforcement of the operation and maintenance of stormwater system agreements. The Town may also, at its option, elect to perform operation and maintenance functions of any or all parts of the system within the road right of way and drain easements.

The systems at the site contain the following Stormwater Best Management Practices (BMPs):

BMP	O & M Responsibility
- Recharge Basins (2) (within Drain Easements)	Home Owners Assoc.
- Stormwater Treatment Unit (within Drain Easement)	Town
- Roof Drain Seepage Pits (for Individual Homes)	Individual Owner
- Stone Lined Swale (within Drain Easement)	Town
- Grass Lined Swales (within Drain Easements and ROW	Home Owners Assoc.
- Drain Culvert at the driveway entrance to Lot 2A.	Home Owners Assoc.

FINAL OPERATION AND MAINTENANCE PLAN

Upon completion of the construction project, This Stormwater Management System, Operation and Maintenance Plan should be updated to include an As-Built Plan showing the actual location of the stormwater system components and any adjustments to the O&M procedures if necessary to accommodate the as-built system.

INSPECTIONS AND MAINTENANCE

The following pages describe the inspection, routine maintenance and non routine maintenance which are required for each BMP. These are described in a general manner at this time. The inspection and maintenance requirements are based on the recommendations from the MassDEP Stormwater Management Standards Handbook, February 2008. Maintenance requirements for the Oil and Sediment Separator - Stormwater Treatment System, will be per the manufacturer's specifications. We have included the recommended maintenance requirements from the "VortSentry" design manual for the new structure. If other systems are selected, maintenance shall be in accordance with the manufacturer's recommendations.

The recommended procedures below should be followed strictly for at least the first two years of the system operation. During that period, the observations and experience gained from the monitoring and maintenance will provide the information necessary so that adjustments can be made for the most efficient operation and maintenance of the system.

NON-STORMWATER DISCHARGES

This is to provide notice to the owner(s) and operator(s) of the subject property and stormwater system that the discharge of any non-stormwater to the subject stormwater management system is prohibited. Also, there shall be no modifications to the stormwater system for the purpose of discharging non-stormwater to the system. Non-stormwater discharges are any liquid or materials that are not the result of natural rainfall runoff or runoff from snow and ice melt. Non-stormwater discharges include, but are not limited to, detergents, soaps and sanitary sewage. The purpose of this is to protect groundwater and surface water quality, as well as to assure compliance with applicable laws.

CONFINED SPACE ENTRY
Note that any inspections or maintenance activity of underground piping, chambers, deep manholes, etc that requires entry into the system must be in accordance with OSHA confined space regulations.

RECHARGE BASINS

DESCRIPTION AND FUNCTION
The recharge basins are open surface basins that function to infiltrate stormwater runoff from the site into the ground. These insure groundwater recharge to protect water supplies, control runoff volumes and peak rate of runoff from the site.

BASIN #1
This basin is within a natural vegetated depression. The lowest portion of the basin is to be vegetated with grass and herbaceous ground cover that will need to be mowed on an occasional bases as described below. The main portion of the basin is wooded and can remain undisturbed requiring no special maintenance. A portion of the basin is an existing meadow area. This area may be kept open by occasional mowing, or allowed to naturally revegetate as desired by the Lot Owner. The existing grades of the basin must not be changed beyond that shown on the Subdivision Plans. No structures or pavement are allowed in the basin.

BASIN #2
This is a man-made vegetated basin with the bottom and sides of the basin planted with a selection of native grasses and wildflowers designed to colonize recently disturbed sites that require stabilization as well as long-term establishment of native vegetation. Shrubs and trees need to be kept out of the basin and off the side slopes for best function of this BMP. This requires occasional mowing as described below. The grades of the facility are set to capture and infiltrate all stormwater runoff draining to it to minimize off-site runoff to abutting properties to the west. The grades of the facility must not be changed and no structures or pavement are allowed within the basins.

INSPECTIONS
The basin should be thoroughly inspected twice per year with additional inspections during the first few months after completion of the grading and seeding to ensure that the vegetation becomes adequately established. The basin should be inspected for slope integrity, soil moisture, trash and debris, vegetative health, soil stability, soil compaction, soil erosion, extended ponding and sedimentation.

For these basins, maintenance personnel should observe the area surrounding the basin for evidence of overflow and general stability of the area draining into the basin.

ROUTINE MAINTENANCE
Repairs and reseeding may be needed during the first few months until the vegetation becomes secure.

For Basin #2: Mowing must be performed at least once per year but not more than twice per year. One of the mowings must be in the summer when the basin is dry and the grass clippings should be removed. The grass / vegetation should not be cut shorter than four inches. Sediment and debris should be removed at least once a year. It is recommended that this be done in late spring. Other tasks include liming, fertilizing, watering and pruning of the side slope and bottom vegetation if needed for the health of the vegetation.

For Basin #1: At least once per year in the late spring, remove accumulated sediment and debris from the bottom area of the basin to maintain the bottom in a free draining (infiltrating) condition. Mowing must be performed at least once per year in the grass /vegetated bottom area but not more than twice per year. The purpose is to keep trees and shrubs out of the lowest area of the basin. One of the mowings must be in the summer when the basin is dry and the grass clippings should be removed. The grass / vegetation should not be cut shorter than four inches. Sediment and debris should be removed at least once a year as necessary. It is recommended that this be done in late spring. Other tasks include liming, fertilizing, watering and pruning of the side slope and bottom vegetation if needed for the health of the vegetation.

The major portion of the basin is wooded and a small area is in meadow. These areas do not require maintenance. The meadow may be maintained by the owner of Lot 3 as desired. No changes in grade are permitted.

NON-ROUTINE MAINTENANCE

These are structural repairs and replacement of system components. Typical items for this BMP may include:

- Major repairs of slopes
- Reseeding of the basin sides and bottom if the health of the vegetation is compromised.
- Bottom restoration - if it is found that significant ponding is occurring for an extended period of time following a storm event (more than 72 hours), the bottom may need to be roto-tilled or soil loosened to break up compaction to promote drainage and re-seeded.

MAINTENANCE EQUIPMENT

Grounds equipment
(mower, rakes, shovels, pruners, etc.)

STORMWATER TREATMENT UNIT

DESCRIPTION AND FUNCTION

The stormwater treatment unit is a VortSentry HS unit. This is a compact, below grade manhole type structure that uses helical flow technology to enhance gravitational separation of floating and settling pollutants from stormwater.

INSPECTIONS

The unit(s) should be inspected on a bi-monthly basis and after major storm events for the first year. Following that period, it should be inspected on a quarterly basis, including one in the spring after the last snow fall and one in the fall after leaf fall. The number of inspections may be adjusted depending on the experience with the system for best performance as further explained below.

Inspection procedures are detailed in the "VortSentry HS Guide – Operation, Design Performance and Maintenance" that is attached at the end of this section.

General Procedure: Remove the cover and inspect the general condition of the unit including the amount of floating debris and the presence of hydrocarbons if any. If the inspection finds a large presence of hydrocarbons, such as a layer of floating oil or a strong odor of gasoline, it should be removed immediately. Measure the amount of sediment that has collected using a measuring stick or "Sludge Judge" measuring tube. See the attached Guide for the maximum depth of sediment allowed prior to removal.

Pipe inlets and outlets should be clear of debris. After the first year, the number of inspections may be reduced based on the experience during the first-year monitoring but not less than 2 times per year. Two of the inspections must include one at the end of the foliage season and one at the end of the snow season.

ROUTINE MAINTENANCE

The units should be cleaned a minimum of two times during the first year or when the sediment level reaches the specified depth per the manufacturer's maintenance specifications. A copy of the "VortSentry® HS Guide Operation, Design, Performance and Maintenance" is attached to the end of this section.

NON-ROUTINE MAINTENANCE

These are structural repairs and replacement of system components. Typical items for this BMP may include:

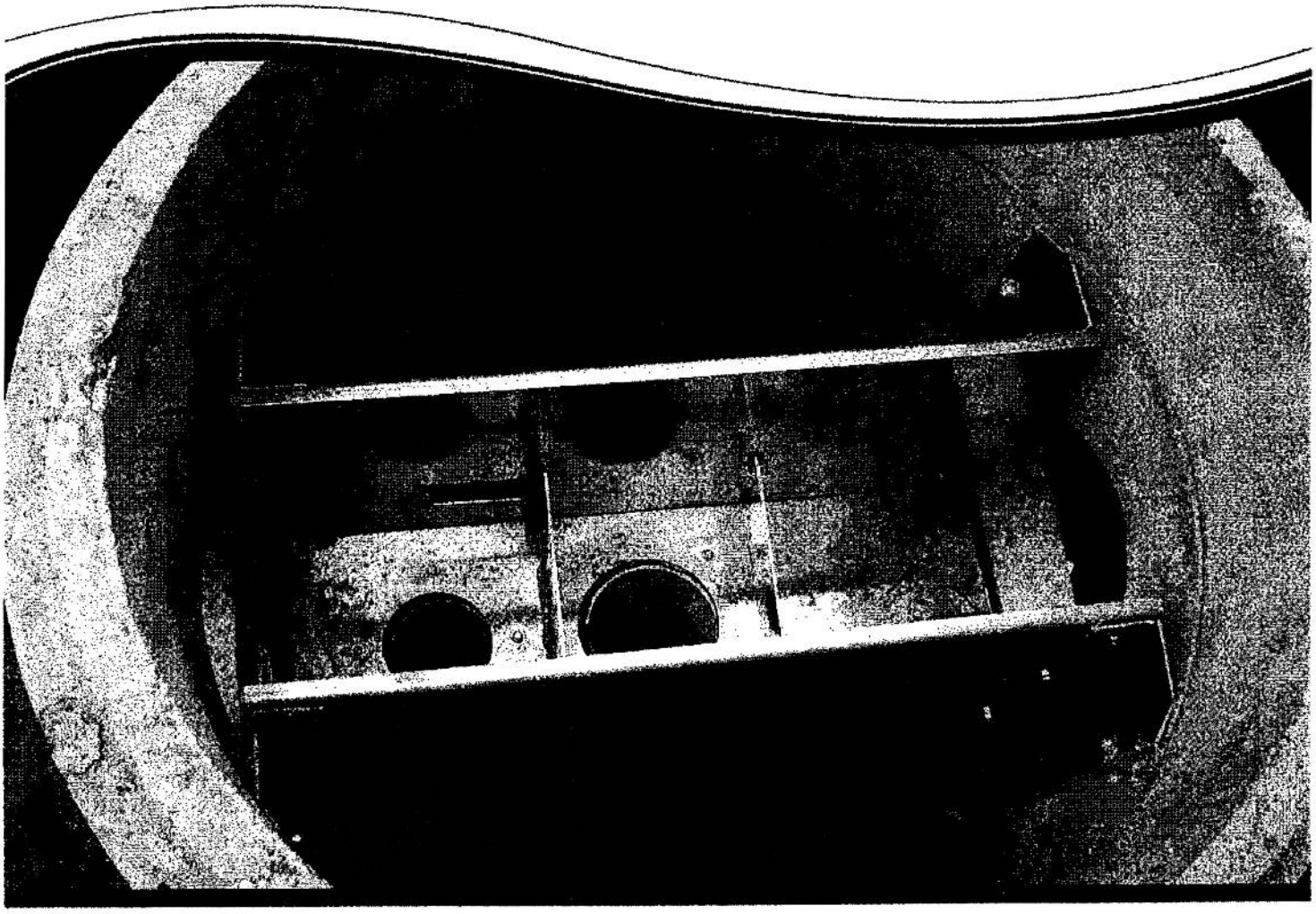
- Repairing the inlet or outlet pipes.
- Filling cracks in the concrete
- Resetting of covers.

MAINTENANCE EQUIPMENT

- Hand tools for opening cover.
- Measuring stick or "Sludge Judge".
- Vacuum pumping truck for sediment and debris removal.
- (Haz-mat contractor for hydrocarbon removal)

URBANGREEN®

VortSentry® HS Guide Operation, Design, Performance and Maintenance



CONTECH®
ENGINEERED SOLUTIONS

VortSentry® HS

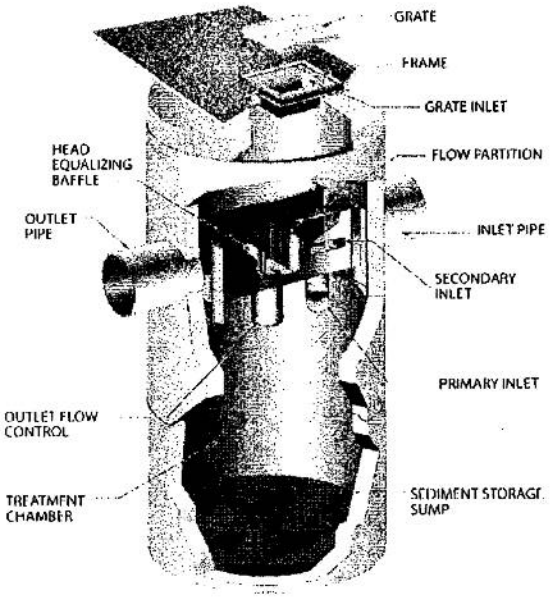
The VortSentry HS is a compact, below grade stormwater treatment system that employs helical flow technology to enhance gravitational separation of floating and settling pollutants from stormwater flows. With the ability to accept a wide range of pipe sizes, the VortSentry HS can treat and convey flows from small to large sites. A unique internal bypass design means higher flows can be diverted without the use of external bypass structures. The VortSentry HS is also available in a grate inlet configuration, which is ideal for retrofit installations.

Operation Overview

Low, frequently occurring storm flows are directed into the treatment chamber through the primary inlet. The tangentially oriented downward pipe induces a swirling motion in the treatment chamber that increases capture and containment abilities. Moderate storm flows are directed into the treatment chamber through the secondary inlet, which allows for capture of floating trash and debris. The secondary inlet also provides for treatment of higher flows without significantly increasing the velocity or turbulence in the treatment chamber. This allows for a more quiescent separation environment. Settleable solids and floating pollutants are captured and contained in the treatment chamber.

Flow exits the treatment chamber through the outlet flow control, which manages the amount of flow that is treated and helps maintain the helical flow patterns developed within the treatment chamber.

Flows exceeding the system's rated treatment flow are diverted away from the treatment chamber by the flow partition. Internal diversion of high flows eliminates the need for external bypass structures. During bypass, the head equalizing baffle applies head on the outlet flow control to limit the flow through the treatment chamber. This helps prevent re-suspension of previously captured pollutants.



Design Basics

There are two primary methods of sizing a VortSentry HS system. The Water Quality Flow Rate Method determines which model size provides the desired removal efficiency at a given flow for a defined particle size. The summation process of the Rational Rainfall Method is used when a specific removal efficiency of the net annual sediment load is required.

Typically, VortSentry HS systems are designed to achieve an 80% annual solids load reduction based on lab generated performance curves for a particle gradation with an average particle size (d_{50}) of 240-microns (μm).

Water Quality Flow Rate Method

In many cases, regulations require that a specific flow rate, often referred to as the water quality design flow (WQQ), be treated. This WQQ represents the peak flow rate from either an event with a specific recurrence interval (i.e. the six-month storm) or a water quality depth (i.e. 1/2-inch of rainfall).

The VortSentry HS is designed to treat all flows up to the WQQ. Due to its internal bypass weir configuration, flow rates in the treatment chamber only increase minimally once the WQQ is surpassed. At influent rates higher than the WQQ, the flow partition will allow most flow exceeding the treatment flow rate to bypass the treatment chamber. This allows removal efficiency to remain relatively constant in the treatment chamber and reduces the risk of washout during bypass flows regardless of influent flow rates.

Treatment flow rates are defined as the rate at which the VortSentry HS will remove a specific gradation of sediment at a specific removal efficiency. Therefore they are variable based on the gradation and removal efficiency specified by the design engineer and the unit size is scaled according to the project goal.

Rational Rainfall Method™

Differences in local climate, topography and scale make every site hydraulically unique. The Rational Rainfall Method is a sizing program Contech uses to estimate a net annual sediment load reduction for a particular VortSentry HS model based on site size, site runoff coefficient, regional rainfall intensity distribution, and anticipated pollutant characteristics. For more information on the Rational Rainfall Method, see *Vortechs Technical Bulletin 4. Modeling Long Term Load Reduction: The Rational Rainfall Method*, available at **www.ContechES.com/stormwater**

Treatment Flow Rate

The outlet flow control is sized to allow the WQQ to pass entirely through the treatment chamber at a water surface elevation equal to the crest of the flow partition. The head equalizing baffle applies head on the outlet flow control to limit the flow through the treatment chamber when bypass occurs, thus helping to prevent re-suspension or re-entrainment of previously captured particles.

Hydraulic Capacity

The VortSentry HS is available in three standard configurations: inline (with inlet and outlet pipes at 180° to each other), grated inlet, and a combination of grate and pipe inlets. All three configurations are available in 36-inch (900-mm) through 96-inch (2400-mm) diameter manholes.

The configuration of the system is determined by the suffix of the model name:

- A model name without a suffix denotes a standard pipe inlet (Example HS48).
- A "G" at the end of the model designation denotes a grate inlet (Example HS48G).
- A "GP" at the end of the model designation denotes a combination of grate and pipe inlets (Example HS48GP).

Performance

Full-Scale Laboratory Test Results

Laboratory testing of the VortSentry HS was conducted using F-55 Silica, a commercially available sand product with an average particle size of 240-μm (Table 1). This material was metered into a model HS48 VortSentry HS at an average concentration of between 250-mg/L and 300-mg/L at flow rates ranging from 0.50-cfs to 1.5-cfs (14-L/s to 56-L/s).

US Standard Sieve Size	Particle Size Micron (μm)	Cumulative Passing %
30	600	99.7%
40	425	95.7%
50	300	74.7%
70	212	33.7%
100	150	6.7%
140	106	0.7%

Table 1 : US Silica F-55 Particle Size Distribution

Removal efficiencies at each flow rate were calculated based on net sediment loads passing the influent and effluent sampling points. Results are illustrated in Figure 1.

Assuming that sediment in the inlet chamber is ideally mixed, removal rates through the system will decay according to the percentage of flow bypassed. This effect has been observed in the laboratory where the test system is designed to produce a

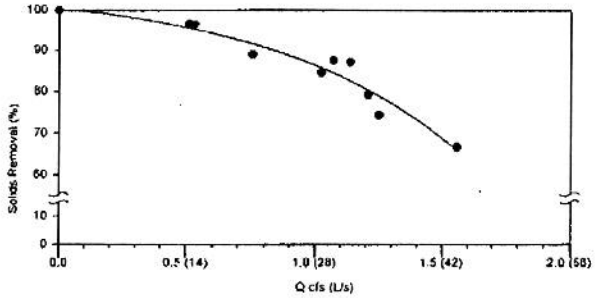


Figure 1: VortSentry HS Removal Efficiencies for 240-μm Particle Gradation

thoroughly mixed inlet stream. All VortSentry HS models have the same aspect ratio regardless of system diameter (i.e. an increase in diameter results in a corresponding increase in depth). Operating rates are expressed volumetrically.

Removal efficiency at each operating rate is calculated according to the average of volumetric and Froude scaling methods and is described by Equation 1.

Equation 1 $$\left(\frac{\text{Diameter Prototype}}{\text{Diameter Model}}\right)^{2.5} = \left(\frac{\text{Flow Rate Prototype}}{\text{Flow Rate Model}}\right)$$

Equation 1 and actual laboratory test results were used to determine the flow rate which would be required for the various VortSentry HS models to remove 80% of solids.

View report at **www.ContechES.com/stormwater**

Maintenance

The VortSentry HS system should be inspected at regular intervals and maintained when necessary to ensure optimum performance. The rate at which the system collects pollutants will depend more heavily on site activities than the size of the unit, i.e., unstable soils or heavy winter sanding will cause the treatment chamber to fill more quickly, but regular sweeping will slow accumulation.

Inspection

Inspection is the key to effective maintenance and is easily performed. Pollutant deposition and transport may vary from year to year and regular inspections will help ensure that the system is cleaned out at the appropriate time. At a minimum, inspections should be performed twice per year (i.e. spring and fall) however more frequent inspections may be necessary in equipment washdown areas and in climates where winter sanding operations may lead to rapid accumulations of a large volume of sediment. It is useful and often required as part of a permit to keep a record of each inspection. A simple inspection and maintenance log form for doing so is available for download at **www.ContechES.com/stormwater**

The VortSentry HS should be cleaned when the sediment has accumulated to a depth of two feet in the treatment chamber. This determination can be made by taking two measurements with a stadia rod or similar measuring device; one measurement from the manhole opening to the top of the sediment pile and the other from the manhole opening to the water surface. If the difference between these measurements is less than the distance given in Table 2, the VortSentry HS should be maintained to ensure effective treatment.

Cleaning

Cleaning of the VortSentry HS should be done during dry weather conditions when no flow is entering the system. Cleanout of the VortSentry HS with a vacuum truck is generally the most effective and convenient method of excavating pollutants from the system. Simply remove the manhole cover and insert the vacuum hose into the sump. All pollutants can be removed from this one access point from the surface with no requirements for Confined Space Entry.

In installations where the risk of petroleum spills is small, liquid contaminants may not accumulate as quickly as sediment. However, an oil or gasoline spill should be cleaned out immediately. Motor oil and other hydrocarbons that accumulate on a more routine basis should be removed when an appreciable layer has been captured. To remove these pollutants, it may be preferable to use adsorbent pads, which solidify the oils. These are usually much easier to remove from the unit individually, and less expensive to dispose than the oil/water emulsion that may be

created by vacuuming the oily layer. Floating trash can be netted out if you wish to separate it from the other pollutants.

Manhole covers should be securely seated following cleaning activities to prevent leakage of runoff into the system from above and also to ensure proper safety precautions. If anyone physically enters the unit, Confined Space Entry procedures need to be followed.

Disposal of all material removed from the VortSentry HS should be done is accordance with local regulations. In many locations, disposal of evacuated sediments may be handled in the same manner as disposal of sediments removed from catch basins or deep sump manholes. Check your local regulations for specific requirements on disposal.

VortSentry HS Mode	Diameter		Distance Between Water Surface and Top of Storage Sump		Sediment Storage		Oil Spill Storage	
	in.	m	ft.	m	yd^3	m^3	gal.	liter
HS36	36	0.9	3.6	1.1	0.5	0.4	83	314
HS48	48	1.2	4.7	1.4	0.9	0.7	158	598
HS60	60	1.5	6.0	1.8	1.5	1.1	258	978
HS72	72	1.8	7.1	2.2	2.1	1.6	372	1409
HS84	84	2.1	8.4	2.6	2.9	2.2	649	2458
HS96	96	2.4	9.5	2.9	3.7	2.8	845	3199

Note: To avoid underestimating the volume of sediment in the chamber, the measuring device must be carefully lowered to the top of the sediment pile. Finer, silty particles at the top of the pile may be more difficult to feel with the measuring stick. These finer particles typically offer less resistance to the end of the rod than larger particles toward the bottom of the pile.

Table 2: VortSentry HS Maintenance Indicators and Sediment Storage Capacities.

Logon to **www.ContechES.com/stormwater** to download the VortSentry HS Inspection and Maintenance Log.

For assistance with maintaining your VortSentry HS, contact us regarding the Contech Maintenance compliance certification program.

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www.ContechES.com

Contech Engineered Solutions LLC provides site solutions for the civil engineering industry. Contech's portfolio includes bridges, drainage, sanitary sewer, stormwater and earth stabilization products. For information on other Contech division offerings, visit ContechES.com or call 800.338.1122

The product(s) described may be protected by one or more of the following US patents: 5,322,629; 5,624,576; 5,707,527; 5,759,415; 5,788,848; 5,985,157; 6,027,639; 6,350,374; 6,406,218; 6,641,720; 6,511,595; 6,649,048; 6,991,114; 6,998,038; 7,186,058; 7,296,692; 7,297,266; related foreign patents or other patents pending.

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Support
- Drawings and specifications are available at contechstormwater.com.
- Site-specific design support is available from our engineers.

vshs_manual 06/14 PDF IN-HOUSE

ROOF DRAIN SEEPAGE PITS – (INDIVIDUAL HOME OWNER RESPONSIBILITY)

DESCRIPTION AND FUNCTION

The roof drain seepage pits are constructed of a perforated concrete or plastic structure surrounded by washed stone and filter fabric. They are constructed in a permeable soil suitable for infiltrating. For some systems, overflows are provided for each system through the inlet grate once the storage volume is exceeded. The inlet grates or covers are raised to finished grade and are also used for observation of the ponding depth and condition of the seepage pits and for maintenance purposes.

INSPECTIONS

The roof drain seepage pits should be inspected after every major storm (1 inch +) for the first year. After this time period, it may be inspected twice each year and should preferably be done two to three days after a significant storm event. One inspection should be in the fall after leaf fall, and one inspection should be in the spring after the last snow melt. Inspection is made through the access cover. The inspection should examine whether they are draining properly following storms. These pits should drain within a few hours following the end of a storm up to a maximum of 72 hours. There should be no significant accumulation of sediment. If significant accumulation of sediment occurs, it may need to be removed by a vacuum pumper.

ROUTINE MAINTENANCE

These units receive clean roof runoff. Sediment removal should rarely be required. Routine maintenance generally includes clearing leaves and debris from the pit if found during an inspection.

NON-ROUTINE MAINTENANCE

These are structural repairs and replacement of system components. Typical items for this BMP may include:

- Resetting of grates
- Removal of significant accumulation of sediment that affects the infiltration capacity.
- Replacement of the system if significant clogging of the soil has occurred, causing ponding for extended periods following rain events.

MAINTENANCE EQUIPMENT

Hand tools for opening covers and removing debris and a flash light.

GRASS / VEGETATED SWALES

DESCRIPTION AND FUNCTION

The vegetated lined swales are shallow drainage ditches, topped with topsoil and planted with grass and may include native grasses, forbs and herbaceous ground cover vegetation. These are conveyance BMPs to drain stormwater to subsequent BMPs. Stormwater runoff also percolates through the soil.

INSPECTIONS

The swales should be inspected semi-annually with additional inspections during the first few months to ensure that the vegetation becomes adequately established. Inspect for sediment build-up, structural damage, and standing water. Repairs and reseeding should be done as necessary. The swales should be inspected for slope integrity, soil moisture, vegetative health, soil stability, soil compaction, soil erosion, ponding and sedimentation. Any long-term ponding should only be present if the downstream BMP is in a flooded condition that is backing water into the swale. Otherwise, the swale should drain readily.

ROUTINE MAINTENANCE

Repairs and reseeding may be needed during the first few months until the vegetation becomes secure.

The swales should be mowed at least once or twice per year to keep the swale free of shrub and tree growth. One of the mowings must be in the mid-summer and the grass clippings must be removed. Trees and shrubs must not be allowed to grow in the swale. The grass should not be cut shorter than four inches. Sediment and debris should be removed at least once a year in late spring. Other tasks include limited fertilizing and/or liming, if necessary for the health of the vegetation.

In landscaped areas, mowing may be performed more often as part of the regular lawn and landscape maintenance. Again, mowing must not be shorter than 4 inches.

NON-ROUTINE MAINTENANCE

These are structural repairs and replacement of system components. Typical items for this BMP may include:

- Major repairs of erosion of the slopes and bottom.
- Re-seeding or planting as necessary to provide full vegetative cover.

MAINTENANCE EQUIPMENT

- Grounds equipment (mower, rakes, etc.)

STONE LINED DRAIN SWALE

DESCRIPTION AND FUNCTION
The stone lined swales are shallow drainage ditches with the bottom and sides covered with stone. The portion of the banks above the stone are topped with topsoil and planted with grass and may include native forbes and herbaceous ground cover vegetation. Shrubs and trees need to be kept out of the swale and off the side slopes for best function of this BMP.

This is a conveyance BMPs to drain stormwater to subsequent BMPs. Stormwater runoff also percolates through the soil and/or through the stone lining.

INSPECTIONS
The swales should be inspected semi-annually with additional inspections during the first few months to ensure that the vegetation becomes adequately established. Repairs and reseeding should be done as necessary. The swales should be inspected for slope integrity, erosion, displacement of the stone lining, soil moisture, vegetative health, swale channel free of shrubs and tree growth, soil stability, ponding and sedimentation. Any long-term ponding should only be present if the downstream BMP is in a flooded condition that is backing into the swale. Otherwise, the swale should drain readily.

ROUTINE MAINTENANCE
Repairs and reseeding may be needed during the first few months until the vegetation and stone lining becomes secure.

Sediment and debris should be removed at least once a year in late spring. Other maintenance is performed as need based on the results of the inspections. Other tasks may include cutting and pruning of the side slope vegetation, clearing of litter and debris, etc.

Debris and sediment cannot be allowed to accumulate on the outlet pipe to the Stormwater Treatment unit at the outlet from the stone lined swale. Debris needs to be removed from the outlet pipe to keep the swale clear and free draining.

NON-ROUTINE MAINTENANCE
These are structural repairs and replacement of system components. Typical items for this BMP may include:

- Major repairs of slopes
- Repairs to the outlet structure and adjusting of the stone lining
- Reseeding of the swale sides if the health of the vegetation is compromised.

MAINTENANCE EQUIPMENT
Grounds equipment
(mower, rakes, pruners, etc.)

DRAIN CULVERT

DESCRIPTION AND FUNCTION
The culvert is an 8 inch HDPE pipe that conveys stormwater runoff from the grass lined swale under the Lot 2A driveway to further BMPs down stream.

INSPECTIONS
The pipe needs to be kept free and clear of sediment and debris to be free flowing. Inspections should be on a frequent basis by the owners for obvious signs of debris or blockage. At least twice per year (Spring and Fall) the pipe should be thoroughly inspected to view the inlet and outlet and to view inside the pipe to look at the structural integrity (pipe is in good condition, no blockages, barrel is clear and no collapse, etc.)

ROUTINE MAINTENANCE
Maintenance is simply keeping the inlet and outlet of the pipe clear of debris and sediment to maintain a free flowing condition

NON-ROUTINE MAINTENANCE
This would be making structural repairs or replacement of a damaged pipe.

STORMWATER MANAGEMENT SYSTEM

INSPECTION AND MAINTENANCE FORMS

CONTENTS:

INSPECTION FORMS
- Recharge Basins
- Stormwater Treatment Unit
- Roof Drain Seepage Pits
- Swales
  Culvert

MAINTENANCE / REPAIR RECORD FORM

RECHARGE BASINS

Routine Inspection Checklist - Inspected twice annually two to three days after a rainfall. Date _____

	Draining Properly	Sediment	Vegetation Condition	Pipe Inlet/Outlet	Debris	Comments
Basin #1						
Basin #2				NA		

STORMWATER TREATMENT UNIT

Routine Inspection Checklist - Inspected quarterly** Date _____

NEW STORMWATER TREATMENT UNIT

	Structural Integrity	Sediment Depth	Hydrocarbons*	Inlet/Outlet Pipe	Floating Debris	Comments
STU #1						

* Presence of hydrocarbons is a clearly visible layer of oil, gasoline, grease, hydraulic fluid, etc., floating on the surface or a strong odor of gas or oil

** **May be reduced in frequency based on experience with the unit.**

CULVERT

Routine Inspection Checklist - Inspected semi-annually

Date _____

Structural Integrity	Barrel Clear	Inlet and Outlet Clear
_____	_____	_____

ROOF DRAIN SEEPAGE PITS

Routine Inspection Checklist - Inspected semi-annually two to three days after a rainfall. Date _____

	Draining Properly	Sediment	Structural Integrity	Pipe Inlet/Outlet	Debris	Comments
Seepage Pit #						
Seepage Pit #						
Seepage Pit #						
Seepage Pit #						
Seepage Pit #						
Seepage Pit #						
Seepage Pit #						
Seepage Pit #						

SWALES

Routine Inspection Checklist - Inspection semi-annually Date _____

	Slope Integrity	Sediment Depth	Vegetation/Stone	Erosion	Ponding	Comments
Vegetated Swale						
Stone Swale						

"Whittemore Place"
STORMWATER SYSTEM MAINTENANCE RECORD

Date of Maintenance: _____ Performed By: _____

Maintenance / repair tasks were performed on the following on-site BMP structures:

Stormwater Structure Work Performed.

Other Comments:

EXHIBIT # 3

2-0

McCarthy Law Office
303 Wyman Street, Suite 300
Waltham, MA 02451

Bk: 70554 Pg: 229
2018 00012048
Bk: 70554 Pg: 229 Doc: MOD
Page: 1 of 2 01/25/2018 02:32 PM

TOWN OF WAYLAND

41 COCHITUATE ROAD
MASSACHUSETTS
01778

RECEIVED
TOWN OF WAYLAND
TOWN CLERK
2018 JAN 25 AM 11:37

PLANNING BOARD

CERTIFICATE OF APPROVAL OF MODIFICATION OF A DEFINITIVE PLAN

Whittemore Place Subdivision

RE: Approval of Modification for Oxbow Development Group, LLC , owner of the Whittemore Place Subdivision (Klempner) off Old Connecticut Path, Wayland, MA for the Modification of the Definitive Subdivision Plan Approval.

Date: January 19, 2018

Location: Between 209 and 213 Old Connecticut Path, Klempner Lane Assessor's Map 44, Lots 38-015B, 38-015C, 38-015D and 38-015E.

It is hereby certified by the Planning Board of the Town of Wayland, Massachusetts, that a duly called and properly posted meeting of said Planning Board, held on January 16, 2018 voted 5-0 to approve a definitive subdivision modification plan entitled Whittemore Place Old Connecticut Path Road "Grading Plan" dated November 22, 2017 with the latest revision date January 5, 2018 Prepared by Shipe Consulting Group 336 Baker Avenue Concord, MA 01792. The proposed modification by the Applicant concerns the relocation and enlargement of the Vegetated Recharge Basin #1 as shown on the above plans. Endorsement of the approval is conditional upon the following conditions:

1. **The Applicant shall provide a natural stone material for the proposed retaining wall as shown on the plans.**

2. **The Applicant shall provide 3 Street Tress with a minimum of a 2 1/2" inch caliper to be planted, if permission granted by owner of 209 Old Connecticut Path, on the property of 209 Old Connecticut Path.**

3. **A performance guarantee shall be executed and approved by the Planning Board that shall reference the new grading plan and retention basin #1.**

4. **All other conditions of the subdivision decision filed with the Town Clerk dated May 16, 2017 shall remain in full force and effect.**

DATE OF FILING OF DECISION:

1-25-2018

BY ORDER OF THE BOARD

A TRUE COPY ATTEST

TOWN CLERK
TOWN OF WAYLAND

MARGINAL REFERENCE REQUESTED

BOOK 70095 PAGE 303

CERTIFICATION:

The Planning Board, by delivery of a copy of this Decision to the Applicant, does hereby certify that a copy of this Decision has been filed with the Town Clerk of the Town of Wayland.

EXHIBIT # 4

Middlesex South Registry of Deeds

Electronically Recorded Document

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Recording Information

Document Number	: 44174
Document Type	: EASE
Recorded Date	: March 25, 2020
Recorded Time	: 09:48:28 AM
Recorded Book and Page	: 74346 / 362
Number of Pages(including cover sheet)	: 3
Receipt Number	: 2441718
Recording Fee (including excise)	: $105.00

****
MASSACHUSETTS EXCISE TAX
Southern Middlesex District ROD # 001
Date: 03/25/2020 09:48 AM
Ctrl# Doc# 00044174
Fee: $.00 Cons: $.00
****

Middlesex South Registry of Deeds
Maria C. Curtatone, Register
208 Cambridge Street
Cambridge, MA 02141
617-679-6300
www.middlesexsouthregistry.com

ACCESS AND DRAINAGE EASEMENT

Oxbow Development Group, LLC, a Massachusetts Limited Liability Company with a usual place of business at 187 Oxbow Road, Wayland, Massachusetts 01778 grants **to the Town of Wayland**, the perpetual right and easement to construct, inspect, repair, remove, replace, operate and forever maintain covered surface and groundwater drain(s) with any manholes, pipes, conduits and their appurtenances including but not limited to the areas shown as (1) grass and stone lined swale with the stormwater treatment unit with manhole cover located between the right of way for Whittemore Lane and Lot 2A and (2) the underdrain located on the west side of Whittemore Lane in the right of way, in front of Lot # 4. Reference is made to the plan of land captioned "Definitive Subdivision Amendment for Whittemore Place in Wayland, Massachusetts" dated February 14, 2017 by Schofield Brothers, LLC, 1071 Worcester Road, Framingham, Mass. 01701, which plan is recorded with the Middlesex South Registry of Deeds as Plan # 601 of 2017, as affected by Modified Grading Plans recorded with said Registry as Plan # 47 of 2018. For title see Deed of Mark S. Klempner, Trustee dated August 1, 2017 and recorded with said Registry in Book 70095, Page 322.

AFFECTED PROPERTY ADDRESS: Whittemore Lane and Lot 2A Whittemore Lane,Wayland

Witness my hand and seal this 21st day of March, 2020.

Oxbow Development Group, LLC

By: _____
Richard J. Cormier, Manager

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss March 24, 2020

On this day, before me, the undersigned notary public, personally appeared Richard J. Cormier, proved to me through satisfactory identification, which was a state driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as his free act and deed.

Edward P McCarthy

Notary Public
My commission expires: December 20, 2024

AFFECTED PROPERTY ADDRESS: Whittemore Lane and Lot 2A Whittemore Lane, Wayland

EXHIBIT # 5

Middlesex South Registry of Deeds

Electronically Recorded Document

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Recording Information

Document Number	: 30329
Document Type	: EASE
Recorded Date	: March 06, 2018
Recorded Time	: 08:49:36 AM
Recorded Book and Page	: 70701 / 235
Number of Pages(including cover sheet)	: 6
Receipt Number	: 2185255
Recording Fee (including excise)	: $75.00

****
MASSACHUSETTS EXCISE TAX
Southern Middlesex District ROD # 001
Date: 03/06/2018 08:49 AM
Ctrl# Doc# 00030329
Fee: $.00 Cons: $1.00
****

Middlesex South Registry of Deeds
Maria C. Curtatone, Register
208 Cambridge Street
Cambridge, MA 02141
617-679-6300
www.middlesexsouthregistry.com

Property Address: Lots 2A, 3, & 4, and Whittemore Lane, Wayland, MA (Middlesex South)

GRANT OF EASEMENT

THIS EASEMENT, made this 1st day of March, 2018, by and between OXBOW DEVELOPMENT GROUP, LLC, a Massachusetts limited liability company, having an address of 187 Oxbow Road, Wayland, Massachusetts 01778 (hereinafter referred to as "Grantor"), being the owner of certain land in Wayland, Middlesex County, Massachusetts, more particularly described in a deed dated August 1, 2017, recorded with Middlesex South District Registry of Deeds (the "Registry") in Book 70095, Page 322, being also shown as Lot 2A, Lot 3, Lot 4, and Whittemore Lane on a Plan of Land recorded with the Registry as Plan No. 601 of 2017, (the "Grantor's Land") and BOSTON GAS COMPANY, a corporation duly organized and existing under and by virtue of the laws of the Commonwealth of Massachusetts, having its principal office at 40 Sylvan Road, Waltham, Massachusetts 02451(hereinafter referred to as "Grantee").

WITNESSETH, that Grantor, in consideration of One ($1.00) Dollar and other good and valuable consideration paid by Grantee, does hereby grant and release unto Grantee, their successors and assigns, forever, an easement on, over, under, across, through and along certain portions of the Grantor's Land. A copy of the sketch of easement, showing the approximate location and/or dimensions of said easement herein granted, which is to be located within the right of way along the easterly side of Whittemore Lane, and the aforementioned Lots 2A, 3 and 4, (the "Easement Area"), is attached hereto and made a part hereof as "Exhibit A", but the final definitive location of said Easement Area shall become established by and upon the installation and erection thereof by the Grantee. This easement, along with said sketch, shall be recorded at said Registry.

WR # 00226893-1

00401 WAYLMA GEN

Address of Grantee:
BOSTON GAS COMPANY
40 Sylvan Road
Waltham, MA 02451

After recording return to:
David J. Aho
National Grid USA
Service Company, Inc.
40 Sylvan Road
Waltham, MA 02451-1120

Said easement herein granted includes the following rights and privileges:

FIRST: The permanent and perpetual easement, right, privilege and authority to construct, reconstruct, relocate, operate, repair, maintain and remove underground and/or grade level gas systems, including but not limited to gas mains, and gas service lines and pipes, together with all necessary appurtenances and accessories thereto (collectively, the "Gas Facilities") to serve the Grantor's Land, as Grantee may now and from time-to-time deem necessary, all within the Easement Area.

SECOND: The right to attach to the Gas Facilities installed or to be installed within the Easement Area other gas pipes and appurtenant facilities in the locations within the Easement Area for the purpose of providing gas to Grantor, its successors and assigns. .

THIRD: The privilege of such access from the street to the Easement Area as is necessary for the enjoyment of the easement herein granted.

FOURTH: Grantor agrees not to erect or maintain within the Easement Area where the Gas Facilities are located any building, permanent structure or physical obstruction of any kind or nature whatsoever, including trees and shrubbery or permit the same to be so erected or maintained, except such as Grantee may specifically consent to in writing, which consent shall not be unreasonably withheld or delayed.

FIFTH: The Gas Facilities and other appurtenances which are installed, constructed and maintained by Grantee in the Easement Area shall at all times be and remain the property of Grantee, and shall be maintained and serviced exclusively by Grantee.

SIXTH: Grantor agrees that it is seized of Grantor's Land for itself and its successors and assigns, and, except for those matters shown on the Grantor's title policy issued by Fidelity National Title on October 17, 2017 (Policy No. 27306-212557509), knows of no other title matters that could interfere with this easement or could cause this easement to be subordinated thereto.

SEVENTH: Grantee agrees that, in the event the surface of the Easement Area is disturbed at any time and from time-to-time by Grantee or any party acting on behalf of Grantee, then Grantee, at its sole cost and expense, within a reasonable time thereafter, shall repair and restore the surface of the Easement Area where the Gas Facilities are located to the condition which existed prior to any such disturbance.

EIGHTH: Grantor and Grantee mutually agree to comply with all applicable codes, rules, regulations and laws.

NINTH: If, upon installation, said herein referred to Easement Area is found to be unsuitable for the purposes of the Grantee, its successors and assigns, then said locations may be changed to areas mutually satisfactory to both the Grantor and the Grantee herein; and further, said newly agreed to locations shall be indicated and shown on a sketch by proper amendment or amendments hereto. Such relocation shall be at the sole cost and expense of the Grantor. The Grantor, for itself, its successors and assigns, covenants and agrees with the Grantee, for itself, its successors and assigns,

that, once the Easement Area is established, this Grant of Easement and the location of the Gas Facilities may not be changed or modified without the written consent of the Grantee, its successors and assigns, which consent may be withheld by the Grantee in its sole discretion. Any relocation so requested shall be at the sole cost and expense of the requesting party.

Grantor and Grantee mutually agree that the easement herein granted is non-exclusive and shall be binding upon and inure to the benefit of their successors and assigns.

By signing this easement, RICHARD J. CORMIER and ALAN W. LITCHFIELD certify that they are signing in the name of OXBOW DEVELOPMENT GROUP, LLC and they are the incumbent managers, and are empowered to grant the within easement on the terms and conditions stated herein.

[Signature Page Follows]

For Grantor's title, see deed dated August 1, 2017, recorded with the Registry in Book 70095, Page 322.

Executed as a sealed instrument as of this 1st day of March, 2018.

OXBOW DEVELOPMENT GROUP, LLC

By: Richard J. Cormier
Its: Manager

By: Alan W. Litchfield
Its: Manager

Commonwealth of Massachusetts

County of Middlesex } ss.

On this the 1st day of March, 2018, before me, the undersigned Notary Public, personally appeared Richard J. Cormier and Alan W. Litchfield, proved to me through satisfactory evidence of identity, which was/were State drivers licenses (Description of Evidence of Identity), to be the persons whose names are signed on the preceding Grant of Easement, and acknowledged to me that they signed it voluntarily for its stated purpose, as managers of Oxbow Development Group, LLC.

EDWARD P. McCARTHY
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMM. EXPIRES DECEMBER 20, 2024

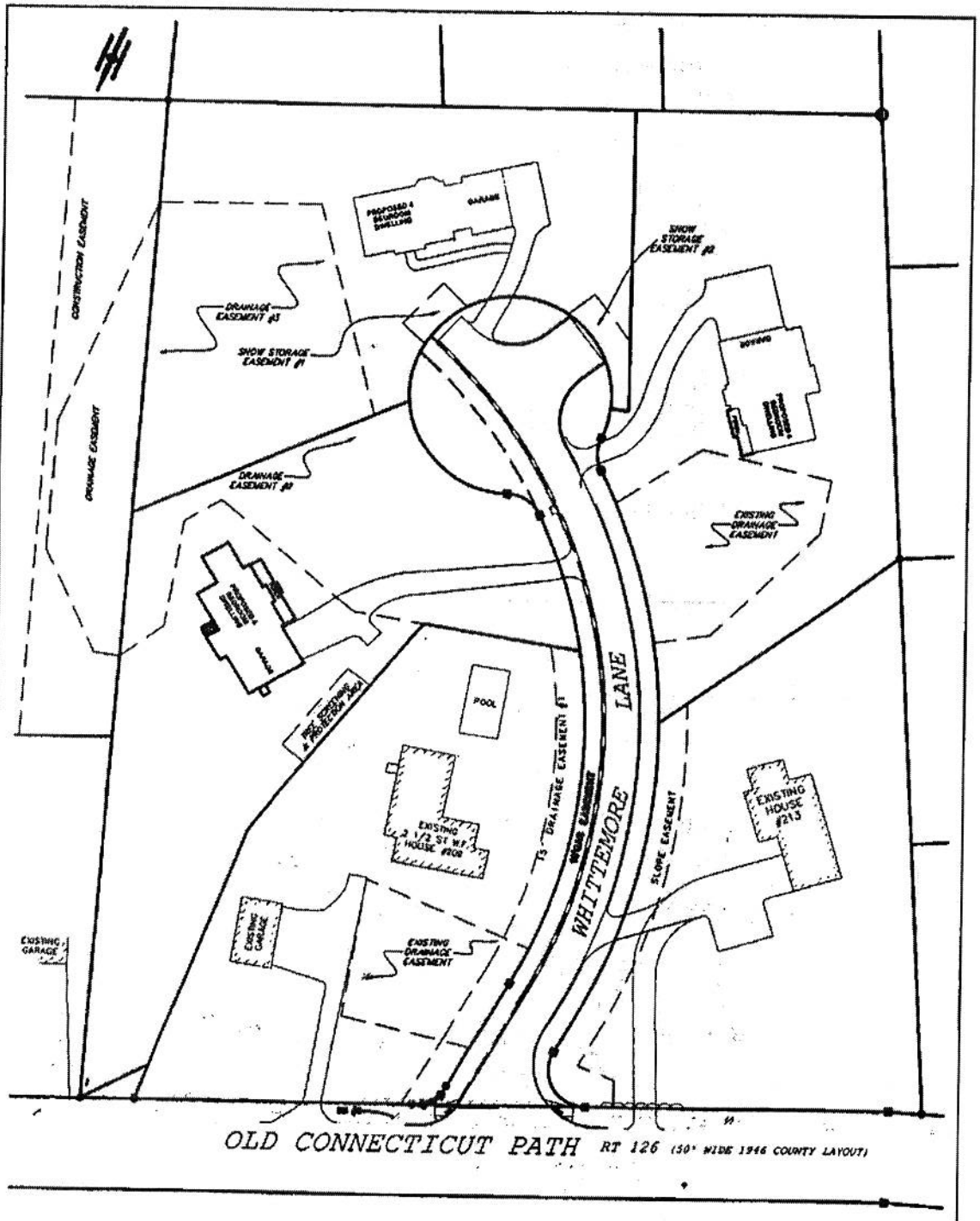
Place Notary Seal and/or Any Stamp Above

Signature of Notary Public

Edward P. McCarthy
Printed Name of Notary

My Commission Expires 12/20/2024

WR # 00226893-1



Project:
Whittemore Lane
Old Connecticut Path Road
Wayland, MA

EXHIBIT 'A'
NOT TO SCALE
The exact locations of [illegible] to be established by and upon the installation and erection of the Facilities thereof.

EXHIBIT # 6

2021 00154880
Bk: 78206 Pg: 367 Doc: EASE
Page: 1 of 4 07/08/2021 03:36 PM

EASEMENT

WO # 2240857

KNOW ALL MEN BY THESE PRESENTS, that:

Oxbow Development Group, LLC, a Massachusetts limited liability company, having an address of 187 Oxbow Road, Wayland, Massachusetts

hereinafter referred to as the Grantor, for consideration of One Dollar ($1.00), grants to

NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY, a Massachusetts corporation, having its principal place of business at 800 Boylston Street, Boston, Massachusetts 02199, its successors, assigns and licensees, and VERIZON NEW ENGLAND, INC., a New York corporation, having a principal place of business at 125 High Street, Boston, Massachusetts 02110, its successors, assigns and licensees,

As tenants in common, hereinafter collectively referred to as the Grantees,

with quitclaim covenants, the right and easements (as more particularly described below) for underground lines for distribution of electricity, and lines for control, relay and communication purposes over, across, upon and under a certain parcel of land owned by Grantor (the "Premises") located at off Old Connecticut Path (Whittemore Lane) Wayland, Massachusetts.

The Premises are more particularly described in the Deeds filed in the middlesex County Registry of Deeds in Book 70095 Page 322

The easement rights granted herein are more particularly described as the right, from time to time and within the Premises, to install, construct, reconstruct, alter, extend, operate, inspect, maintain, repair, replace and remove (a) underground buried cables, wires, conduits, pipes, splice boxes, manholes, hand-holes, wire distributing facilities, fixtures, appurtenances, service and lamp connections, with the wires and cables therein, and all necessary foundations, other supporting appurtenances deemed necessary by Grantee for the purposes specified above; (b) above-ground pedestals, concrete pads, transformers, switchgear and apparatus cabinets with the necessary wires, cables, terminals, fixtures and appurtenances deemed necessary by Grantee for the purposes specified above (hereinafter (a) and (b) are collectively referred to as "Equipment"), and (c) together with the right and easement to enter upon the Premises, including the right and easement to enter into transformer vaults or areas located within the Grantor's building or buildings or upon the Grantor's premises, also owned and maintained by the Grantor, and vehicular access for construction and maintenance purposes, as may be necessary from time to time for all of the foregoing purposes, utilizing existing paved ways and parking areas on the Premises to the extent practicable.

All Equipment shall be installed in conformance with Grantee's "Information & Requirements for Electric Service," as issued by Grantee from time to time. Any Equipment installed by the

off Old Connecticut Path, Wayland (Whittemore Lane)

Return to: Christine Cosby
725 North Street
Walpole, MA 02081

Grantor shall be maintained by the Grantor, and if Grantor fails to repair or maintain such Equipment, Grantee reserves the right to do so at Grantor's sole cost and expense.

All Equipment shall be installed in locations mutually agreed upon by Grantor and Grantee, and shall initially be approximately as shown on a sketch dated 11/15/2017 which is attached hereto and incorporated herein as Exhibit A. To the extent that no location is determined in advance, the location of the easement shall be fixed by the actual installation of the Equipment, and, unless specified otherwise, shall be 10 feet in width, centered on the Equipment as installed.

Grantor may at any time, at its sole cost and expense, prepare and submit to Grantee for review and approval an "as built" plan of the Equipment in recordable form. Upon approval of such plan, and concurrently with the recording of such plan, the parties shall execute and record an amendment to this instrument, fixing the location of the easements granted hereunder to the locations and dimensions shown on such plan; provided, that Grantee shall have the right of access over the remainder of the Premises for all purposes contemplated by this agreement.

Grantor will not erect or permit any structures or obstructions which in the reasonable judgment of the Grantee might interfere with the safe operation and maintenance of the Equipment. Grantee shall have the right to cut down and keep trimmed all trees, bushes, underbrush and growth as the Grantee may from time to time deem reasonably necessary for the safe operation and maintenance of the Equipment.

All work by Grantor or Grantee under this Easement shall be done in a good and workmanlike manner by competent personnel or contractors, in conformity with all applicable permits, licenses, ordinances, laws and regulations, and free from any liens for labor or materials. The party performing the work shall be responsible for obtaining all applicable permits.

Except in the event of emergency, prior to commencing any work at the Premises, Grantee shall endeavor to provide Grantor with such notice as may be practicable under the circumstances, which may consist of telephone or other verbal notification.

The Grantee shall restore the surface of the Premises (by grading, paving or reseeding) wherever damaged by the Grantee by reason of its work as closely as reasonably practicable to the condition of such surface before such work.

In the conduct of all work, neither party shall unreasonably interfere with the business, operations or access of the other party, its employees, invitees or contractors, or any other person having an interest in the Premises.

Grantee shall have the right to connect the Equipment with its facilities located or which may be placed in private or public ways adjacent to the Premises. Grantee shall have the right to extend the lines from time to time, and the right to use the Equipment, to serve other customers of Grantee who may conveniently be served thereby.

Grantee shall indemnify, defend and hold harmless the Grantor, its successors and assigns, from and against any claim, cost, loss or liability incurred by Grantor for physical damage or injury resulting from the negligence or willful misconduct of the Grantee, its employees, agents and contractors in the conduct of the work at the Premises pursuant to this easement. Nothing herein shall be construed to impose on the Grantee any liability for indirect, consequential, punitive or other special damages.

Grantor may request that Grantee relocate any of the Equipment installed by the Grantee to another location on the Premises acceptable to the Grantee. Such relocation shall be at the sole cost and expense of the Grantor.

Grantor shall have the right to use the Premises, and the right to grant to others the right to use the Premises, for all purposes that do not unreasonably interfere with the rights granted to the Grantee hereby.

All Equipment installed within the Premises pursuant to this easement shall remain the property of the Grantee and Grantee shall pay all taxes assessed thereon.

This easement is executed pursuant to, and shall be subject to, the Grantee's Terms and Conditions of Service, as filed with and approved by the Massachusetts Department of Telecommunications and Energy from time to time.

EXECUTED as an instrument under seal this 24 day of January, 2018.

Oxbow Development Group, LLC

By: Alan W. Litchfield
Name: Alan W. Litchfield
Title: Manager

COMMONWEALTH OF MASSACHUSETTS

On this 24th day of January, 2018, before me, the undersigned notary public, personally appeared Alan W. Litchfield, proved to me through satisfactory evidence of identification, which was state drivers license, to be the person whose name is signed on the preceding document, and acknowledged to me that s/he signed it voluntarily for its stated purpose, as the Oxbow Development Group, LLC.

Edward P. McCarthy
Notary Public
My Commission Expires: 12/20/2024

EDWARD P. McCARTHY
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMM. EXPIRES DECEMBER 20, 2024

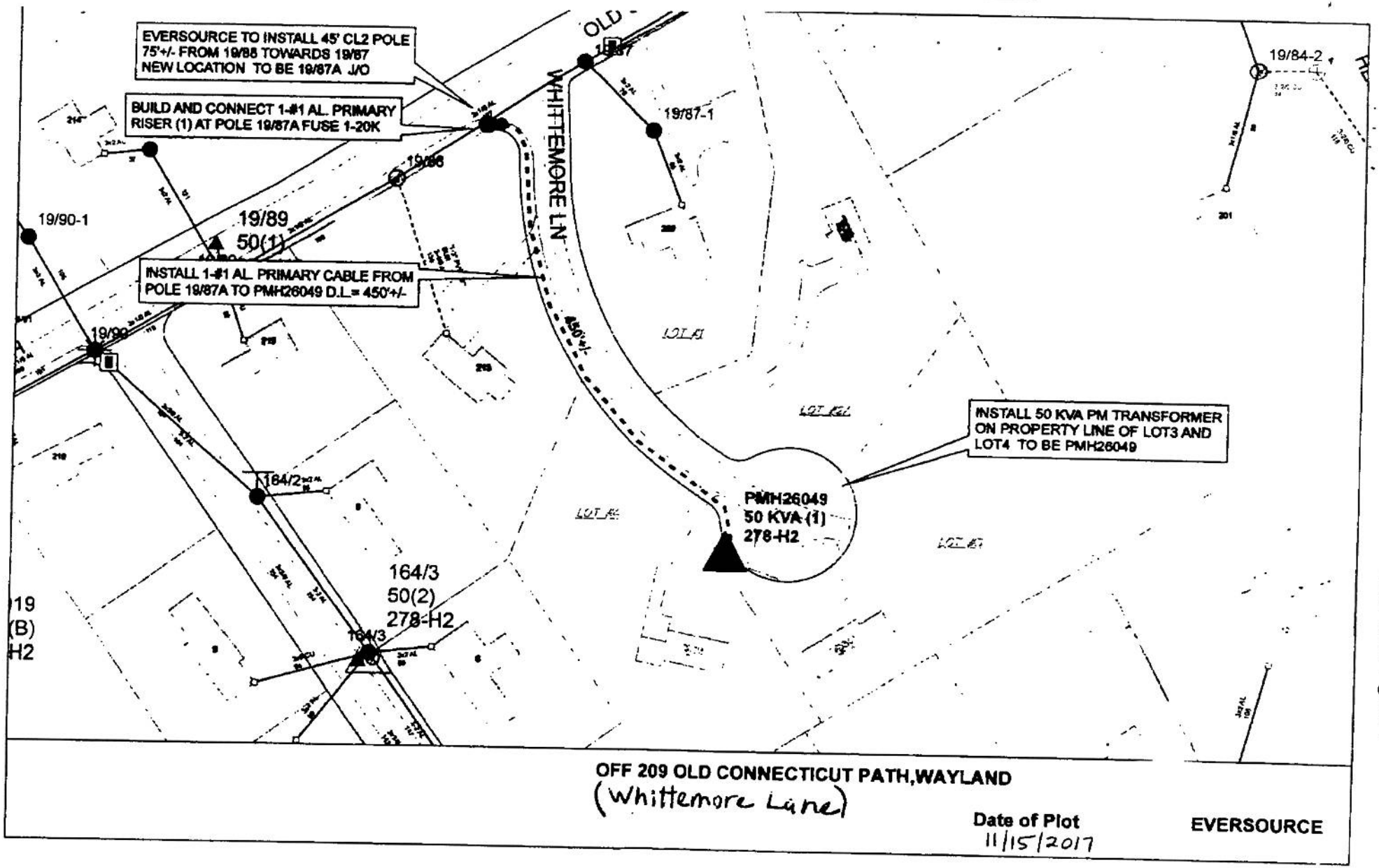


Exhibit A