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STEPHEN WEEKES
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NOTICE OF AGREEMENT

WASHBURN ISLAND

LAND SALES AGREEMENT

THIS AGREEMENT, made as of this 21st day of July, 1981, is by and between ALBERT LINCOLN WASHBURN of the City of Bellevue, County of King and State of Washington ("Seller") and WASHBURN ISLAND PRESERVE LIMITED PARTNERSHIP, a Connecticut limited partnership of the Town of Greenwich, County of Fairfield and State of Connecticut ("Buyer").

BACKGROUND

Seller is the owner of a parcel of land known as Washburn Island, situated in the Township of Falmouth, County of Barnstable and Commonwealth of Massachusetts, consisting of 334.876 acres, more or less, shown on a map or plan filed in the Land Court of Barnstable County, entitled "Plan of Land, Falmouth (East) Mass. to be filed in the Land Court Scale 1 in.=500 ft. January 1969 Schofield Bros. Associates, Inc. Registered Civil Engineers & Land Surveyors Orleans & Framingham, Mass. Albert Lincoln Washburn - petitioner -" filed January 8, 1970 No. 36365-A-SH 1, subject to restrictions contained in an Order issued by Department of Environmental Management of the Commonwealth of Massachusetts under M.G.L. C130,S.105 adopted on October 7, 1980, which together with all littoral, riparian, tidal, rights and easements appurtenant thereto, if any, are herein designated as the "Property." The Property is shown on Land Court Plan No. 36365A filed with Barnstable County Registry District of the Land Court.

Lots 1 and 2

For Seller's title reference is made to Certificate of Title No. 77128 filed with said Registry District, a copy of which is attached hereto as Schedule C.

Seller desires to sell the Property and is prepared to receive a portion of the sales price by way of a purchase money mortgage; and

Buyer is prepared to take title to the Property in consideration for payment to Seller of a sum of money and execution by Buyer of a purchase money mortgage.

In consideration of the following promises and payments, the parties agree as follows:

ARTICLE I

Sale of Property

Section 1.1 Property. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase, subject to the terms and conditions hereinafter set forth, the Property.

Lots 1 and 2, LP. 36365-A.

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Section 1.5 Taxes and Insurance. Effective on the date of the execution of this Agreement, Buyer shall assume payment of all taxes and obtain and bear the sole cost of liability insurance on the Property with coverage limits of no less than $1,000,000. Such payments and costs are nonrefundable if the sale of the Property to Buyer does not close.

Seller shall be an additional insured of the policy; the policy shall not be subject to cancellation without ten (10) days' written notice to Seller, and Seller shall be provided a certificate and a copy of the policy of said insurance within ten (10) days of the execution of this Agreement.

In default of Buyer paying the taxes and insurance, Seller, in addition to all other rights he may possess, may make said payments on behalf of Buyer, which amounts shall bear interest at the fluctuating prime interest rate established from time to time by Seattle-First National Bank until repaid to Seller.

Section 1.8 Adjustments. Taxes shall be apportioned upon the execution of this Agreement in accordance with normal practices of the Barnstable County Bar.

ARTICLE II

Title

Upon closing, title shall be conveyed by Warranty Deed which shall be properly executed in all respects and in form and content shall be subject to the reasonable approval of Buyer's attorney, and shall be subject to all encumbrances, liens, taxes, defects, and restrictions existing as of the date of closing. Seller shall not voluntarily transfer, convey or encumber the Property other than in accordance with the terms of this Agreement. Buyer may elect to terminate this Agreement in the event that Seller, on or after the date of the execution of this Agreement, grants any interest or encumbrance of the Property to any party other than Buyer or as requested by Buyer or permitted by the terms of this Agreement. In the event of the termination by Buyer as aforesaid, all deposits paid on account hereof shall be returned to Buyer and all reasonable expenses of engineering, attorneys' fees and other fees incurred in obtaining municipal approvals and financing shall be reimbursed, and thereafter, this Agreement shall become null and void and no further liability shall inure to either party. Applicable conveyance tax on closing shall be paid by Seller.

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ARTICLE III

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ARTICLE IV

Prosecution of Approvals, Development and Marketing

Section 4.1 Governmental Approvals. Commencing no later than August 31, 1981, Buyer shall diligently begin planning and preparation of, and application for, all governmental approvals necessary for development of the Property at its sole cost and shall use its best efforts to speedily obtain such approvals. Seller will provide all maps, plans, test results, surveys and studies in respect to the Property that he has in his possession or are subject to his control and which he has rights to deliver the same to Buyer. Buyer and its representatives or invitees may enter the Property to make such borings, test pits, surveys, studies, explorations and observations as may be necessary to fulfill the requirements for such applications, and to further determine feasibility and strategy for development and marketing of the Property, and may moor watercraft thereon, erect temporary observation structures and/or camps, conduct tours and inspections, and post such signs as may be required and/or permitted for such purposes. At termination of this Agreement and the election of Seller, the Property and any disturbance of the soil shall be reasonably restored and all structures placed on the Property by Buyer will be removed. Buyer shall hold Seller harmless from any cost, loss, damage or claim caused by any activities of Buyer. Buyer shall not permit or suffer any liens to be filed against the Property on the account of Buyer's actions hereunder.

Applications for governmental approvals for the development contemplated by this Agreement may be executed by Buyer jointly in the name of Buyer and Seller, where the owner's execution is required in Seller's name, duly authorized hereby.

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Buyer shall provide quarterly written reports to Seller of the status of Buyer in obtaining governmental permits and approvals. Seller may inspect at Buyer's principal office (or if none exists, at the offices of Robinson, Robinson, & Cole, 799 Main Street, Hartford, Connecticut 06103), copies of all surveys, studies, reports, test results, permit applications, drawings, plans, and specifications. Buyer shall promptly provide copies of such of those documents to Seller as Seller may request upon payment of the reasonable cost of copying them. In the event this Agreement is terminated, Seller and Seller's designees may acquire and use copies of such documents upon payment to Buyer of the actual cost thereof. All permits and approvals obtained by Buyer shall be the property of Seller, and if not in the name of Seller, Buyer shall cause an assignment of Buyer's rights in said permits and approvals to Seller.

Section 4.2 Marketing. Provided Buyer is in compliance with all governmental laws and regulations in respect thereto, Buyer may conduct market tests, solicit investors and/or buyers of lots in the Property, in the name of Washburn Island, and may advertise and market, without, however, binding Seller to any performance under any options, binders or expressions of interest, such potential purchasers only looking to the interest of Buyer under this Agreement.

Section 4.3 Inspection. Buyer acknowledges that it has inspected the Property and made a full investigation of Seller's books and records relating to the title and condition of the Property and Seller's rights appurtenant thereto. Buyer accepts the Property in its current condition and acknowledges that it is not relying upon any representation or warranty concerning the condition of the Property made by Seller or Seller's agents, employees or representatives. Seller represents that Schedule C is a copy of the certificate of title of the Property and that Seller is unaware of any encumbrance respecting the Property other than those referred to in said certificate of title and in the copy of the Order of the Department of Environmental Management of the Commonwealth of Massachusetts attached to said certificate.

Buyer may assign, convey, hypothecate or transfer its rights under this Agreement partially or wholly to successors and assigns. Any such assignment, conveyance or transfer shall not release Buyer's obligations hereunder and Buyer shall execute and be liable on the obligations stated in the promissory note.

ARTICLE V

Concluding Provisions

Section 5.1 Entire Agreement. All understandings and agreements heretofore made between the parties are merged in this Agreement, which alone fully and completely expresses their understanding.

Section 5.2 Amendments. This Agreement may not be amended, modified, altered or changed in any respect whatsoever, except by further agreement, in writing, fully executed by the parties hereto.

Section 5.3 Successors. This Agreement, where applicable, shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs and assigns.

Section 5.4 Survival of Terms. The covenants and representations contained in this Agreement shall survive the delivery of the deed.

Section 5.5 Notices. Any notice required pursuant to this Agreement shall be in writing furnished in duplicate and shall be transmitted via Registered or Certified Mail, Return Receipt Requested, as follows:

a. Notice to Seller shall be sent to it at:

Dr. Albert L. Washburn
8418 Overlake Drive West
Bellevue, Washington 98004

and a copy thereof mailed in the same manner as aforesaid to:

John J. Egan
Court Square Building, Suite 510
310 Elm Street
Springfield, Massachusetts 01103; and

Robert S. Mucklestone or
John R. Price
Perkins, Coie, Stone, Olsen & Williams
1900 Washington Building
Seattle, Washington 98101

b. Notice to Buyer shall be sent to it at:

c/o Robinson, Robinson & Cole
799 Main Street
Hartford, Connecticut 06103

and a copy thereof mailed in the same manner as aforesaid to:

Webber & Doepke
Greenwich, Connecticut

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Section 5.6 Captions. The captions of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provisions hereof.

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Section 5.7 Joint Effort. The preparation of this Agreement has been the joint effort of the parties, and the resulting document shall not be construed more severely against one of the parties than the other.

Section 5.8 Counterparts. This Agreement shall be executed in two (2) copies, each of which shall be deemed an original.

Section 5.9 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Massachusetts.

Section 5.10 Recording. This Agreement shall not be recorded at length in the Land Records of the County of Barnstable. In the event that this Agreement is so recorded then, at the option of Seller, this Agreement shall terminate and be of no further force or effect. However, a notice of this Agreement containing its terms but deleting Sections 1.2, 1.3, 1.4, 1.6, 1.7, Schedule A, and Schedule B, may be recorded. A factual statement recorded by Seller that this Agreement has terminated shall be sufficient to extinguish any and all agreements Buyer has or may have.

Section 5.11 Partial Invalidity. The invalidity of one or more of the phrases, sentences, clauses, sections or articles contained in this Agreement shall not affect the remaining portions so long as the material purposes of this Agreement can be determined and effectuated.

Section 5.12 Breach of Agreement. The time at which payments are due under Section 1.3 of this Agreement is of the essence of this Agreement. If Buyer fails to make any of the several payments provided for in said Section 1.3 or otherwise breaches any obligation imposed on Buyer under this Agreement, such breach shall, upon the election of Seller, constitute a material default of this Agreement and Buyer's rights hereunder shall terminate. In the event the development of the Property, as contemplated pursuant to Section 1.6(a) above, is legally prohibited by a nonappealable judgment of a court of competent

jurisdiction despite the best efforts of Buyer, or is substantially inhibited by an Act of God, Seller may at his election either:

(a) declare this Agreement is terminated and retain all amounts theretofore paid by Buyer pursuant to Section 1.3 hereof and require Buyer promptly to pay the amount by which [redacted], adjusted by the percentage increase in the CPI for the month preceding such legal prohibition or Act of God over the CPI for May, 1981, exceeds the amounts of payments theretofore made by Buyer to Seller, which sums shall be liquidated damages that represents the amount of damages suffered by Seller on account of termination of this Agreement; or

(b) adjust the purchase price provided for in Section 1.4 to the fair market value of the Property at the time of such legal prohibition or Act of God as established by an appraisal made jointly by a member of the Mortgage Appraiser's Institute selected by Buyer and one selected by Seller. In the event the appraisers selected by Buyer and Seller do not agree as to the value of the Property, the appraisers selected by the parties shall jointly select a third such appraiser whose appraisal shall determine the fair market value of the Property. Each party shall bear the cost of the appraiser selected by him or it and one-half of the cost of the third appraiser if one is selected and used. In the event the purchase price is adjusted under this provision, the other terms of this Agreement shall remain in effect.

Section 5.13 Seller's And Buyer's Representations. Seller hereby represents that he has full power and authority to execute this Agreement and cause conveyance of the title to the Property. Buyer hereby represents that it has full power and authority to execute this Agreement, that it is a valid partnership organized under the laws of Connecticut, and that Frank M. Webber, Frederick W. Doepke, William A. Strauss, and Richard Nolte, as general partners of Buyer, are fully liable on the obligations stated herein and shall be liable on the Note. Buyer shall provide Seller upon the execution of this Agreement with an opinion of counsel, in form satisfactory to Seller, on the valid organizaton of the partnership, the due and valid execution of this Agreement by the partnership, and that the Agreement is enforceable in accordance with its terms against the partnership and each of the general partners.

Section 5.14 Costs. If either party to this Agreement defaults hereunder, such party shall pay the costs of the non-defaulting party hereunder which are reasonably incurred by reason of such default, including, without limitation, the

costs of attorneys, whether or not a lawsuit is commenced because of such default.

Section 5.15 Indemnity. Buyer covenants and agrees that it will at all times indemnify, protect, defend and save Seller harmless from and against any and all claims, demands, losses, damages, costs, charges, liabilities and attorneys' fees arising from any actions or omissions of Buyer in respect to the Property or the marketing and sale of interests in Buyer or the Property. Seller agrees to indemnify Buyer from and against claims, demands, losses, liabilities and attorney's fees arising from acts of Seller in respect to the title of the Property.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 21st day of July, 1981.

SELLER:

Albert Lincoln Washburn

Albert Lincoln Washburn

BUYER:

WASHBURN ISLAND PRESERVE LIMITED PARTNERSHIP, a Connecticut Limited Partnership

By Frank M. Webber

Frank M. Webber

July 21, 1982
APPROVED FOR REGISTRATION
BY THE COURT. Party to be charged is not the limited partnership.
Jeanne M. Maloney
DEPUTY REGISTRAR

By Frederick W. Doepke

Frederick W. Doepke

By William A. Strauss

William A. Strauss

By Richard H. Nolte

Richard Nolte

Its General Partners

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STATE OF WASHINGTON)
) ss.
COUNTY OF King)

On this 23rd day of Oct., 1981, before me a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ALBERT LINCOLN WASHBURN, to me known to be the individual who executed the within and foregoing instrument, and acknowledged the said instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate above written.

J. Jean Watson
NOTARY PUBLIC in and for the State of Washington, Residing at Seattle

STATE OF CONNECTICUT)
) ss Greenwich
COUNTY OF Fairfield)

The foregoing instrument was acknowledged before me this 8th day of ~~July~~ September, 1981, by FRANK M. WEBBER, Partner, on behalf of Washburn Island Preserve Limited Partnership, a Connecticut Limited Partnership.

Barbara P. Van Buren
~~Commissioner of the Superior Court~~
Notary Public

My Commission Expires March 31, 1986

070781/14/7024G

STATE OF CONNECTICUT)
) ss. Greenwich September 1981
COUNTY OF Fairfield)

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The foregoing instrument was acknowledged before me this 8th day of ~~July~~ September 1981, by FREDERICK W. DORKE, Partner, on behalf of Washburn Island Preserve Limited Partnership, a Connecticut Limited Partnership.

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Barbara P. Van Buren

~~Commissioner of the Superior Court~~
Notary Public

My Commission Expires March 31, 1985

STATE OF CONNECTICUT)
) ss. [redacted], [redacted]
COUNTY OF)

The foregoing instrument was acknowledged before me this 4th day of ~~July~~ September, 1981, by WILLIAM A. STRAUSS, Partner on behalf of Washburn Island Preserve Limited Partnership, a Connecticut Limited Partnership.

Priscilla L. Cramer

~~Commissioner of the Superior Court~~
My Commission Expires Mar. 31, 1985

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STATE OF CONNECTICUT)
) ss. Greenwich July , 1981
COUNTY OF ~~Fairfield~~

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The foregoing instrument was acknowledged before me this

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5th day of ~~July~~, 1981, by RICHARD NOLTE, Partner on behalf

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of Washburn Island Preserve Limited Partnership, a Connecticut

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Limited Partnership.

Barbara P VanBuren

~~Commissioner of the Superior Court~~
Notary Public

My Commission Expires March 31 1985

070781/14/7024G

Owner's Duplicate Certificate.

Doc. 247,146
No. 77,128

ORIGINAL CERTIFICATE OF TITLE REGISTERED IN BOOK 625 PAGE 58

Entered pursuant to a decree of the Land Court dated at Boston in the County of Suffolk and Commonwealth of Massachusetts, the twenty-fourth day of January in the year nineteen hundred and seventy-nine and numbered 36365 on the files of said Court.

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Copy of Decree.

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COMMONWEALTH OF MASSACHUSETTS LAND COURT

In the matter of the Petition of Albert Lincoln Washburn

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numbered 36365 after consideration, the Court finds and decrees that said

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of Bellevue, in the State of Washington

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named

is

the owner(s) in fee simple

of that certain parcel of land situate in

Falmouth

in the County of Barnstable and Commonwealth of Massachusetts, bounded and described as follows:

PARCEL ONE:

Westerly by the end of Washburn Road and by land now or formerly of The Menauhant Yacht Club, about two hundred twenty-five (225) feet;

Northwesterly by said land now or formerly of The Menauhant Yacht Club, about one hundred eighty (180) feet; and

Northeasterly, Easterly and Southerly by Vineyard Sound.

Said land is shown as lot 1 on the plan hereinafter mentioned.

PARCEL TWO:

An island bounded on all sides by the waters of Vineyard Sound, Eel Pond, Seapit River and Waquoit Bay and shown on as Washburn Island on said plan.

All of said boundaries, except the water lines, are determined by the Court to be located as shown on a plan drawn by Schofield Bros. Associates, Inc., Surveyors, dated January 1969, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which will be filed with the original certificate of title issued on this decree.

The land hereby registered is subject to the rights of the public in Eel Pond, Seapit River, Waquoit Bay and Vineyard Sound, tidewaters of The Commonwealth.

The land hereby registered is subject to any and all rights of the public in the Tidal Ponds shown on said plan.

There is appurtenant to the land hereby registered the right to build a dike as set forth in License No. 2108 issued by The Commonwealth of Massachusetts, Board of Harbor and Land Commissioners, to Henry Bryant, dated March 3, 1898, duly recorded in Book 233, Page 152.

There is appurtenant to the land hereby registered rights over the easterly side of the land registered in Land Court Case No. 11118 as set forth in a deed given by Frederick C. Davis to Alida M. Bryant, dated July, 1897, duly recorded in Book 231, Page 308.

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And the Court doth adjudge and decree that said land be brought under the operation and provisions of Chapter 185 of the General Laws, and that the title of said

Albert Lincoln Washburn

to said land

be confirmed and registered, subject, however, to any of the encumbrances mentioned in Section forty-six of said Chapter, which may be subsisting, and subject also as aforesaid.

Witness, WILLIAM J. RANDALL, Esquire, Judge of the Land Court, at Boston, in said County of Suffolk, the twenty-fourth day of January in the year nineteen hundred and seventy-nine, at ten o'clock and 30 minutes in the fore noon.

Attest, with the Seal of said JEANNE M. MALONEY, Deputy, *Recorder.* (SEAL)

A true copy. Attest, with the Seal of said JEANNE M. MALONEY, Deputy, *Recorder.* (SEAL)

Received for Transcription at Barnstable County Registry District, January 25, 1979

at 11 o'clock and 41 minutes A. M.

A true copy. Attest, with the Seal of said Court,

Stephen Weeres

STEPHEN WEERES, *Assistant Recorder.*

Land Court Case No. 36365

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Extract from Chapter 185, Section 46, of the General Laws as amended

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Every petitioner receiving a certificate of title in pursuance of a decree of registration, and every subsequent purchaser of registered land taking a certificate of title for value and in good faith, shall hold the same free from all encumbrances except those noted on the certificate, and any of the following encumbrances which may be existing:

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First, Liens, claims or rights arising or existing under the laws or constitution of the United States or the statutes of this Commonwealth which are not by law required to appear of record in the registry of deeds in order to be valid against subsequent purchasers or encumbrances of record.

Second, Taxes, within two years after they have been committed to the collector.

Third, Any highway, town way, or any private way laid out under section twenty-one of chapter eighty-two if the certificate of title does not state that the boundary of such way has been determined.

Fourth, Any Lease for a term not exceeding seven years.

Fifth, Any liability to assessment for betterments, or other statutory liability, except for taxes payable to the Commonwealth, which attaches to land in the Commonwealth as alien; but if there are easements or other rights appurtenant to a parcel of registered land which for any reason have failed to be registered, such easements or rights shall remain so appurtenant notwithstanding such failure, and shall be held to pass with the land until cut off or extinguished by the registration of the servient estate or in any other manner.

Sixth, Liens in favor of the United States for unpaid taxes arising or existing under the Internal Revenue Code of 1954 as amended from time to time.

CERTIFICATE
OF
TITLE.

No. 77120

January 25, 1979
DATE OF REGISTRATION
Address of Owner:
4233 Hunts Point Road
Bellevue, Washington 98004

Albert Lincoln Washburn
Owner(s)

Land Court Case No. 36365

NOTE

This certificate must accompany every voluntary instrument relating to the property which is presented at the Registry of Deeds. The certificate should be marked or delivered to the officer upon request when an involuntary instrument affecting the property is registered so that the same may be noted thereon. If it is lost, a petition for new certificate should be filed at once in the Land Court at Boston.
When a certificate is lost or destroyed, a petition for new certificate, after death, should be filed in the Land Court by the person next in interest.

REGISTRY DISTRICT
OF
BARNSTABLE COUNTY,
MASSACHUSETTS.

COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

LEVERETT SALTONSTALL BUILDING

100 CAMBRIDGE STREET, BOSTON 02202

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BARNSTABLE, SS

ORDER UNDER M.G.L., c. 130, s. 105

1. The Commissioner of Environmental Management, acting pursuant to M.G.L. c.130, s. 105, for the purposes of promoting the public safety, health and welfare, and protecting public and private property, wildlife and marine fisheries, hereby adopts this Order regulating and restricting coastal wetlands in the Town of Falmouth, County of Barnstable, Commonwealth of Massachusetts, as delineated on plans entitled "Commonwealth of Massachusetts, Department of Environmental Management, Wetlands Restriction Program, Plan of Wetlands," Plans G-34;H-142,H-143;H-144;H-145;H-146;H-147;H-148;H-149;H-150;J-7 * , adopted OCT 7 1980

The plans and list of assessed owners of the land so affected are incorporated herein and recorded herewith.

2. This Order does not grant any property rights; it does not authorize any person to trespass or injure the property of another; it does not excuse any person from complying with other applicable laws, regulations, by-laws or ordinances.

3. The following activities and uses are allowed on land and waters affected by this Order provided the proposed activity or use has received approval as required by M.G.L. c. 131, s. 40 as most recently amended at the time the proposed work is to be undertaken:

A. The cultivation and harvesting of shellfish and worms and the excavation and construction of areas for the cultivation and harvesting of shellfish and other marine foods. Salt marsh haying, dune or marsh grass planting, and the harvesting of marine algae.

B. The use or improvement of land or water for commercial agricultural purposes; provided that any subsequent non-agricultural use of land which was altered for agricultural purposes at a time when said land was subject to this Order may be regulated, restricted or prohibited in accordance with any conditions stated herein. Agricultural Purposes shall be defined as using land or water for one or more of the following purposes: raising, breeding or production of a specified type of animal or plant life, including but not limited to,

* Plans (contd.)
J-12;J-13;K-190;K-191;K-192;L-216;L-217.

B. (Continued).....
dairy cattle, beef cattle, poultry, sheep, swine, horses, ponies, mules, goats, fish, bees, fur-bearing animals, and fruits, berries, nuts and other foods for human consumption, feed for animals, tobacco, flowers, ornamental plants, trees, forest products, nursery or greenhouse products, or sod.

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C. Structures related to passive outdoor recreation activities; provided that such structures do not substantially alter existing patterns of tidal flow, obstruct the movement of sediment or alter the natural contour of the coastal wetland.

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D. The installation of floats, provided they are located below mean low water and are otherwise approved under all applicable municipal, state and federal laws; construction and maintenance of boat launching ramps except on dunes, salt marsh areas or productive shellfish tidal flats as identified by the Division of Marine Fisheries or the local Shellfish Department, and only where such launching ramps will have no effect on adjacent property or downcoast areas.

E. The construction and maintenance of temporary structures such as: catwalks, wharves, piers, decks, boathouses, boat shelters, fences, wildlife management shelters, foot bridges, observation decks and shelters; provided that such structures are constructed on pilings, do not destroy the existing vegetation, substantially alter existing patterns of tidal flow, obstruct the movement of sediment or alter the natural contour of the coastal wetland.

F. Excavation for wildlife management impoundments; provided that no fill or other material shall be placed upon the area except as may be necessary to construct the retention structure and provide access thereto, and to provide bank stabilization.

G. Beach nourishment except on salt marsh areas or productive shellfish tidal flats as identified by the Division of Marine Fisheries or the local Shellfish Department; dune nourishment; bank and dune stabilization and coastal engineering structures which are otherwise approved under all applicable municipal, state and federal laws, and only where such structures will have no adverse effects on adjacent property or downcoast areas.

H. Maintenance dredging of existing channels and marine facilities; provided that such maintenance dredging shall not increase the scope of the initial dredge area. Expansion dredging of existing channels or marine facilities; provided that such dredging is otherwise approved under all applicable municipal, state and federal laws, and does not substantially alter existing patterns of tidal flow, or obstruct the movement of sediment. Said expansion dredging shall not be allowed in salt marsh areas or in productive shellfish tidal flats as identified by the Division of Marine Fisheries or the local Shellfish Department. Dredged spoil from maintenance or expansion dredging projects allowed under this section shall not be disposed of on any wetland restricted under this Order, except that clean spoil may be used for the purposes of beach nourishment under section G. of this Order.

I. Dredging and/or construction for a boat channel of a size limited to single family use and which is otherwise approved under all applicable municipal, state and federal laws. Said dredging and/or construction shall be accomplished without dredging in salt marsh areas or productive shellfish tidal flats as identified by the Division of Marine Fisheries or the local Shellfish Department. In addition, such dredging shall not substantially alter existing patterns of tidal flow or obstruct the movement of sediment.

J. The construction and maintenance of driveway or roadway of minimum legal and practical width where reasonable alternative means of access from a public way to unrestricted land of the same owner is unavailable. Such driveway or roadway shall be constructed in a manner which does not substantially alter existing patterns of tidal flow, obstruct the movement of sediment or alter the natural contour of the coastal wetland.

K. The enlargement to minimum legal and practical width and the maintenance of existing raised roadways.

L. The operation and maintenance of existing underground septic systems; the installation, operation, and maintenance of underground and overhead utilities limited to electrical, communication, sewer, potable water and gas lines; provided, in all of the above, the surface vegetation and contour of the coastal wetland is restored substantially to its original condition.

M. The installation and maintenance of undergound conduits or other related structures associated with intakes and outfalls of any permitted and licensed electric generating facility in beaches, dunes and tidal flats not containing productive shellfish beds as identified by the Division of Marine Fisheries or the local Shellfish Department; provided that such structures do not destroy the existing vegetation, substantially alter existing patterns of tidal flow, obstruct the movement of sediment or alter the natural contour of the coastal wetland.

4. The following activities and uses are prohibited on land and waters affected by this Order, except those activities and uses needed to accomplish the above permitted uses:

A. Filling, placing or dumping on said coastal wetlands any soil, loam, peat, sand, gravel, rock, or other mineral or chemical substance, refuse, trash, rubbish, debris or dredged material.

B. Draining, excavating or dredging said coastal wetlands or removing therefrom any soil, loam, peat, sand, gravel, rock, or other mineral substance.

C. Discharging hazardous substances, including but not limited to, heavy metals, pesticides or petroleum products from a power plant or other industrial source, or primary or secondary effluent from a sewage treatment facility.

D. Constructing habitable dwellings, commercial structures, and any accessory structures thereto, including parking lots.

E. In addition, no person shall perform any act or use any coastal wetland in a manner which would destroy the natural vegetation of the coastal wetland, substantially alter existing patterns of tidal flow, obstruct the movement of sediment or alter the natural contour of the coastal wetland.

5. As used herein, the word "person" shall include any individual, group of individuals, corporations, societies, associations, partnerships, governments and subdivisions and authorities thereof, except where exempted by statute.

6. The coastal wetlands, including banks, marshes, swamps, meadows, flats or other low land subject to tidal action or coastal storm flowage, and the contiguous lands that may be included in this Order are further described as follows:

Coastal Beach: unconsolidated sediment subject to wave, tidal and coastal storm action which forms the gently sloping shore of a body of salt water. Coastal beaches extend from the mean low water line landward to the dune line or coastal bankline, whichever is closest to the ocean, or to the seaward edge of existing man-made structures, when these structures replace one of the above lines.

Coastal Dune: any hill, mound or ridge of sand landward of a coastal beach deposited by wind action or storm overwash. Coastal dune shall also mean sand deposited by artificial means and serving the purpose of storm damage protection or flood control.

Salt Marsh: a coastal wetland subject to periodic tidal action and characterized by plants that are well adapted to or prefer living in saline soils. Dominant plants within salt marshes may include salt meadow cord grass (Spartina patens) and/or salt marsh cord grass (Spartina alterniflora).. A salt marsh may contain tidal creeks and ditches.

Salt Pond: a shallow enclosed or semi-enclosed body of saline water that may be partially or totally restricted by barrier beach formation. Salt ponds may receive freshwater from small streams emptying into their upper reaches and/or springs in the pond itself.

Sea Cliff or Coastal Bank: the seaward face or side of any elevated landform other than a dune and which lies at the landward edge of a coastal beach, land subject to tidal action, or other wetland.

Tidal Flat: any area of land exposed at low tide which is composed of mud or sand and which is generally unvegetated.

7. Any person may request the Department of Environmental Management or its successor to conduct a review to determine if this Order has been violated. Upon receipt of the request, the Department shall conduct an on-site inspection and shall take such corrective measures as are warranted.

8. Any person who has an ownership interest in land affected by this Order, any lessee holding a lease of twenty-five years length or more, and any mortgagor who has an interest in land

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affected by this Order may request that the Department of Environmental Management or its successor conduct a review to determine whether change has occurred in land restricted under this Order. If the Commissioner determines, following examination, that significant change has occurred, the Department shall adopt an Amending, Modifying or Repealing Order or shall correct the Order.

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9 Any person having an ownership interest, any lessee holding a lease of twenty-five years length or more and any mortgagor having an interest may, within ninety (90) days after receiving notice of this Order, petition the Superior Court to determine whether this Order so restricts the use of his property as to deprive him of the practical uses thereof and is therefore an unreasonable exercise of the police power because the Order constitutes the equivalent of a taking without compensation.

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WITNESS my hand and seal this 7th day of October, 1980

Richard E. Kendall

Richard E. Kendall, Commissioner

APPROVED: BOARD OF ENVIRONMENTAL MANAGEMENT

Sarah H. Porter

Norton H. Nicholson

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS 7 October 1980

Then personally appeared the said Richard E. Kendall, Commissioner of Environmental Management and acknowledged the foregoing instrument to be his free act and deed, before me.

Norton H. Nicholson

Notary Public

My commission expires

16 April 1987