

RESTRICTION

THIS RESTRICTION made this 23rd day of August, 1995 by Sandwich Stump Dump, Inc. ("SSD"), a Massachusetts corporation having a usual place of business at 295 Service Road, Sandwich, Barnstable County, Massachusetts 02653.

WITNESSETH:

WHEREAS, SSD is the owner of certain real property located at 295 Service Road in said Sandwich, Barnstable County, Massachusetts, as more particularly described in Exhibit A hereto which is made part hereof (the "Premises");

WHEREAS, pursuant to a Settlement Agreement (the "Town of Sandwich Settlement Agreement") by and among the Town of Sandwich, acting by and through its Board of Selection, the Town of Sandwich (Zoning) Board of Appeals, the Town of Sandwich Board of Health and SSD, which Settlement Agreement is to be filed for registration herewith, SSD has agreed that, apart from waste which is a "Permitted Waste" under the terms of the Settlement Agreement, the processing and/or disposal of any municipal solid waste at the Premises is to be prohibited;

WHEREAS, pursuant to a Settlement Agreement (the "Cape Cod Commission Settlement Agreement") by and among the Cape Cod Commission, a body politic created by the Cape Cod Commission Act, Chapter 716 of the Acts of 1989, as amended, and SSD, which Settlement Agreement is also to be filed for registration herewith, SSD has likewise agreed with the Cape Cod Commission that, apart from waste which is a Permitted Waste" under the

terms of the Settlement Agreement, the processing and/or disposal of any municipal solid waste at the Premises is to be prohibited; and

WHEREAS, SSD is executing and filing for registration this Restriction so as duly to implement these prohibitions.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SSD covenants and agrees as follows:

1. Restriction on Use of the Premises.

Consistent with paragraph 3 of the Town of Sandwich Settlement Agreement and paragraph 1 of the Cape Cod Commission Settlement Agreement, the Premises may be used for purposes of operating of (a) a wood waste processing and disposal facility and (b) a processing and transfer station for recyclable material and demolition and construction waste. The definitions of "wood waste", "recyclable material" and "demolition and construction waste" are set forth or referenced in said paragraph 3 of the Town of Sandwich Settlement Agreement and paragraph 1 of the Cape Cod Commission Settlement Agreement, and said types of waste are collectively referred to as "Permitted Wastes". Apart from said Permitted Wastes, SSD covenants and agrees with the Benefitted Parties (as hereinafter defined) that the Premises are hereby restricted so that neither SSD nor its successors or assigns, including all of SSD's successors in title to the Premises, may

process or dispose, or accept for processing or disposal, any municipal solid waste at the Premises.

It is specifically intended and declared that this restriction shall be perpetual and shall run with and burden the real property comprising the Premises unless and until it is released at any time or from time to time, in whole or in part, by written instrument(s) executed by the Town of Sandwich, acting by and through its Board of Selectman, the Town of Sandwich (Zoning) Board of Appeals, the Town of Sandwich Board of Health and the Cape Cod Commission (hereinafter collectively the "Benefitted Parties"). This restriction shall be fully enforceable by each of the Benefitted Parties.

3. Confirming or Extending Documents or Instruments.

The restriction herein granted is enforceable by the Benefitted Parties, or any of them, in perpetuity, and shall not be subject to Massachusetts General Laws ("M.G.L.") Chapter 184, Sections 27-30, as provided by M.G.L. Chapter 184, Section 26. Without limiting the protection of the foregoing, but in furtherance thereof, SSD agrees, at the request of the Benefitted Parties, promptly to sign, seal, acknowledge and deliver in form suitable for filing for registration with the Barnstable County Registry District of the Land Court and all other appropriate offices of public record such other instruments and documents as the Benefitted Parties shall deem necessary or appropriate:

- (a) to confirm or perfect the restriction herein granted;
and
- (b) to extend, and thereby continue in full force and effect, the said restriction.

The said instruments and documents shall include, without limiting the generality of the foregoing, all notices or instruments of extension required by the provisions of Chapter 184 of the Massachusetts General Laws with respect to the maintenance in force of restrictions affecting real property.

4. Governing Law.

This Restriction shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

5. No. Waiver.

No failure to enforce the restriction granted hereunder on any one or more occasion(s), or any other conduct of the Benefitted Parties, shall constitute or result in a waiver thereof, it being the intent and understanding of the parties that the restriction herein set forth may not be waived except by written instrument signed, sealed, acknowledged and delivered by the Benefitted Parties; nor shall a waiver on any one occasion be construed as a continuing waiver so as to constitute a waiver on another occasion unless specifically so stated in the instrument of waiver.

IN WITNESS WHEREOF, this Restriction has been signed, sealed, acknowledged and delivered by Frank Durante, as President of SSD, and Marie Durante, as Treasurer of SSD, being hereunto duly authorized, for and on behalf of SSD as of the date first above written.

SANDWICH STUMP DUMP, INC.

Cleon H. Turner
Witness *CLEON H. TURNER*

By: Frank Durante
Its President

Cleon H. Turner
Witness

By: Marie Durante
Its Treasurer

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

AUGUST 23 , 1995

Then personally appeared Frank Durante, President as aforesaid, and Marie Durante, Treasurer as aforesaid, and acknowledged the foregoing instrument to be their free act and deed and the free act and deed of Sandwich Stump Dump, Inc. before me.

Cleon H. Turner
Notary Public *CLEON H. TURNER*
My Commission Expires: ~~APRIL~~ 2, 2001

EXHIBIT "A"

the land together with any buildings thereon situated in Sandwich, Barnstable County, Massachusetts, bounded and described as follows:

- NORTHEASTERLY** by the southwesterly line of Service Road, three hundred forty (340) feet;
- SOUTHEASTERLY** by land now Owner Unknown being in part a line crossing Discovery Hill Road, thirty-eight hundred fifty-five and 26/100 (3,855.26) feet;
- SOUTHWESTERLY** by land now or formerly of Rebekah B. Morse et al. three hundred seventy-nine (379) feet; and
- NORTHWESTERLY** by land now or formerly of Carl F. Hettinger being in part a line crossing Discovery Hill Road, thirty-eight hundred forty-six and 34/100 (3,846.34) feet.

All of said boundaries are determined by the Court to be located as shown on plan 40126-A dated April 1979, drawn by Hos Engr. Assoc., Inc., Surveyors, and filed in the Land Registration Office at Boston, a copy of which is filed in Barnstable County Registry of Deeds in Land Registration Book 743 Page 25 with Certificate of Title No. 91225.

JAC NEILL & FITCH
ATTORNEYS AT LAW
PLANNING HILL HOUSE
ROUTE ONE
WEST OFFICE BLDG ONE
ADDITIONAL BLDG OFFICE
SANDWICH, MASSACHUSETTS
PHONE 558-1111

Being the premises described in Certificate of Title No. 111651 registered with the Barnstable County Registry District of the Land Court.