

Locus: 22 Main Street, Orleans

CONSERVATION RESTRICTION

WHEREAS, William C. Snow, Stanley H. Snow and Robert W. Snow, Trustees of the Snow Realty Trust under a Declaration of Trust dated March 1, 1960 and duly recorded with the Barnstable County Registry of Deeds in Book 1070, Page 562, as modified by an instrument dated March 20, 1967 and duly recorded with the Barnstable County Registry of Deeds in Book 1360, Page 370, with a mailing address of P.O. Box 159, Orleans, MA 02653 [herein "Grantor"], are the owners of land located at 22 Main Street, Orleans, Barnstable County, Massachusetts [herein "Land"], said Land being more particularly described in Exhibit A attached hereto and made a part hereof; and *Doc. No. 795,962*

WHEREAS, H.H. Snow & Sons, Inc., a duly organized Massachusetts corporation, with an office at 22 Main Street, Orleans, MA 02653 [herein "Lessee"], leases the Land from the Grantors and applied to the Cape Cod Commission, a regional land planning agency for Barnstable County, Massachusetts [herein "Cape Cod Commission"], for permission to undertake certain building construction and site revision and improvement activities [herein "Project"] on the Land; and

WHEREAS, the Cape Cod Commission issued the Lessee a Development of Regional Impact Decision in Project #TR99024, dated October 7, 1999, authorizing the Project with conditions and Modification Decisions dated February 28, 2000 and October 16, 2000 [herein collectively "Decision"]; and

WHEREAS, Conditions NR2 and NR3 of the Decision require that the Grantor convey, respectively, three (3) portions of the Land totaling approximately 3.99 acres, specifically Areas A, B and D [herein "Conservation Area 1"], and one (1) portion of the Land totaling approximately .46 acres, specifically Area C [herein "Conservation Area 2"], all as shown on a plan of land entitled "Area Plan, H.H. Snow & Sons Home & Garden Showplace, Main Street, Orleans, MA, date 6-24-99, last revised 9-18-00, Scale 1" = 30', prepared by Coastal Engineering Company, Inc., Professional Engineers & Land Surveyors, 260 Cranberry Highway, Orleans, Mass. 01063, (508) 255-6511, Sheet SD-4, 4 of 5 Sheets" [herein "Area Plan"] and shown on the sketch plan marked Exhibit B attached hereto and made a part hereof, to a Conservation Restriction pursuant to Sections 31-33 of Chapter 184 of the Massachusetts General Laws; and

WHEREAS, the Grantor desires to grant such a Conservation Restriction to the Town of Orleans, a body politic, through its Conservation Commission, 19 School Road, Orleans, MA 02653 and its successors and assigns [herein "Grantee"], and the Lessee desires to assent to such grant and the Grantee desires to accept such grant;

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, the Grantor and the Grantee voluntarily agree as follows:

The Grantor grants as herein described and limited, with Quitclaim Covenants, in perpetuity and exclusively for conservation purposes, to the Grantee a Conservation Restriction pursuant to Sections 31-33 of Chapter 184 of the Massachusetts General Laws on Conservation Area 1 and Conservation Area 2 [herein sometimes collectively "Conservation Areas"], said Conservation Areas being more particularly described above and in Exhibit A and Exhibit B.

The following terms and conditions apply to this Conservation Restriction:

- A. Purpose. The purposes of this Conservation Restriction are: i) the retention of Conservation Area 1 predominantly in its current state, a combination of natural vegetation and green area and the protection and promotion of the conservation of the natural and green areas as well as the trees, vegetation and wildlife thereon; and ii) the retention, protection and promotion of Conservation Area 2 predominantly in its agricultural farming use.
- B. Prohibited Activities. The Grantor covenants for itself and its legal representatives, mortgagees, successors and assigns that the Conservation Areas will at all times be held, used and conveyed subject to and not in violation of this Conservation Restriction. The Grantor shall refrain from any activity in the Conservation Areas which shall be inconsistent with the aforesated purposes of this Conservation Restriction or which, as regards Conservation Area 1, is detrimental to water quality, soil conservation, wildlife conservation or which is otherwise wasteful of the natural resources of Conservation Area 1, or which, as regards Conservation Area 2, is wasteful of the agricultural resources of Conservation Area 2. Specifically, except as otherwise permitted in this Section or in Section C below, prohibited activities by the Grantor, its successors and assigns shall include, but not be limited to, the following:

Conservation Area 1

- 1. Construction or placing of any building, tennis court, landing strip, mobile home, swimming pool, fences, asphalt or concrete pavement, sign, billboard or other advertising display, antenna, utility pole, tower, conduit, line or other temporary or permanent structure or facility on, above or under Conservation Area 1. Nothing in this Paragraph shall prohibit the Grantor from installing, maintaining and replacing, with the prior written approval of the Grantee and the Cape Cod Commission, underground utility lines and service, including without limitation water lines and service, in Conservation Area 1 to service Areas C and B on Exhibit B, so long as the ground surface is restored after the activity occurs;
- 2. Mining, excavating, dredging or removing any soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit from Conservation Area 1 unless approved by the Grantee pursuant to the procedure set forth

in Section D below;

3. Placing, filling, storing or dumping soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, radioactive waste, hazardous waste or the installation of aboveground or underground storage tanks on or in Conservation Area 1;
4. Cutting, removing or otherwise destroying trees, grasses or other vegetation. Nothing in this Paragraph shall prohibit the Grantor from performing or having a contractor perform, with the prior written approval of the Cape Cod Commission, reasonable landscaping and pruning activities along the border between Conservation Area 1 and those developed portions of the Land shown as Areas S through Y, inclusive, and Area LL on Exhibit B;
5. Activities detrimental to drainage, flood control, water conservation or soil conservation on Conservation Area 1; and
6. Any other use of Conservation Area 1 or activity thereon which would materially impair significant conservation interests or which are inconsistent with the purposes of this Conservation Restriction or which are prohibited by federal, state or local law or regulation, unless the same are necessary to protect the conservation interests that are the subject of this Conservation Restriction and receive necessary federal, state or local approval.

Conservation Area 2

1. Construction or placing of any buildings on Conservation Area 2;
2. Mining, excavating, dredging or removing any soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit from Conservation Area 2 in such a manner as to adversely affect Conservation Area 2's overall future agricultural potential or unless approved by the Grantee pursuant to the procedure set forth in Section D below;
3. Removal of mature trees, except for those mature trees that are diseased or seriously damaged;
4. Activities significantly detrimental to retention of Conservation Area 2 for agricultural use; and
5. Any other use of Conservation Area 2 or activity thereon which would be inconsistent with the purposes of this Conservation Restriction or which

are prohibited by federal, state or local law or regulation.

- C. Permitted Activities. Notwithstanding any provisions herein to the contrary, the Grantor reserves to itself and its legal representatives, successors and assigns the right but not the obligation to conduct or permit the following activities in the respective Conservation Areas:

Conservation Area 1

1. Excavation and removal from Conservation Area 1, with the prior written approval of the Grantee and the Cape Cod Commission, of soil, gravel or other mineral resource or natural deposit by hand or motorized vehicle as may be incidental to the maintenance of good drainage, soil conservation practices or to other permissible use of Conservation Area 1. Nothing in this Paragraph shall prohibit the Grantor from cleaning and maintaining the area shown as "Ditch - Wetland" on Exhibit B on a monthly basis as necessary in order to keep the ditch functioning properly;
2. Maintenance of piles of limbs, brush, leaves and similar biodegradable material provided such piles are not conspicuous from a public street or otherwise interfere with the conservation objectives of this Conservation Restriction;
3. Pruning or cutting down of trees, shrubs and other vegetation in Conservation Area 1 for fire protection, tick control or otherwise to preserve the conservation interests that are subject of this Conservation Restriction;
4. Installation of temporary or permanent boundary monuments and erection and maintenance of signs denoting "Private Property" and or other property information;
5. Subdivision of the Land, including Conservation Area 1, for estate planning or other purposes not inconsistent with this Conservation Restriction;
6. Seeking permission from the Grantee and the Cape Cod Commission to expand the agricultural farming use of Area C as shown on Exhibit B to include adjacent portions of Conservation Area 1; and
7. Any other use not otherwise prohibited by this Conservation Restriction or by federal, state or local law or regulation.

Conservation Area 2

1. Storage of nursery stock, including sale thereof;
2. Maintenance and brushing of Conservation Area 2 to preserve and maintain its ability to be used for agricultural purposes;
3. Traverse Conservation Area 2 on foot and by motorized vehicles, including tractors, at all times, so long as said use is related to nursery storage or the maintenance thereof and not inconsistent with the purposes of this Conservation Restriction;
4. Maintenance and replacement of the drainage structures located on and under Conservation Area 2;
5. Excavation and removal from Conservation Area 2 of soil, gravel or other mineral resource or natural deposit by hand or motorized vehicle as may be incidental to the maintenance of good drainage or to other permissible use of Conservation Area 2;
6. Maintenance of piles of limbs, brush, leaves and similar biodegradable material provided such piles are not conspicuous from a public street or otherwise interfere with the agricultural objectives of this Conservation Restriction;
7. Pruning or cutting down of trees, shrubs and other vegetation in Conservation Area 2 for fire protection, tick control or otherwise to preserve the agricultural interests that are subject of this Conservation Restriction, except that mature trees shall not be removed unless they are diseased or seriously damaged;
8. Installation of temporary or permanent boundary monuments and erection and maintenance of signs denoting "Private Property" and or other property information;
9. Installation, maintenance and replacement of underground utility lines and service, including without limitation water lines and service to and in Conservation Area 2, so long as the ground surface is restored to its usable agricultural condition after the activity occurs;
10. Subdivision of the Land, including Conservation Area 2, for estate planning or other purposes not inconsistent with this Conservation Restriction; and

11. Any other use not otherwise prohibited by this Conservation Restriction or by federal, state or local law or regulation.

D. Approval Procedure. Whenever approval by the Grantee or the Cape Cod Commission is required under the provisions of Paragraphs B or C of this Conservation Restriction, the Grantor shall notify the Grantee or Cape Cod Commission in writing not less than thirty (30) days prior to the date the Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee or Cape Cod Commission to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. The Grantee or Cape Cod Commission shall grant or withhold its approval in writing within sixty (60) days of receipt of the Grantor's written request therefor, unless an extension of this period is requested and approved by the Grantor. The Grantee's or Cape Cod Commission's approval shall not be unreasonably withheld but shall only be granted upon a showing that the proposed activity shall not materially impair the purposes of this Conservation Restriction. Failure of the Grantee or Cape Cod Commission to respond in writing within such sixty (60) days shall be deemed to constitute approval by the Grantee or Cape Cod Commission of the request as submitted, so long as the written notice sets forth the provisions of this Paragraph relating to deemed approval after the passage of time.

E. Legal Remedies of Grantee.

1. The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal, administrative or other proceedings and to obtain injunctive and other equitable relief against any violations, including without limitation, relief requiring restoration of the Conservation Areas to their condition prior to the time of the injury complained of (it being agreed that the Grantee may have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee.
2. The Grantor, and thereafter its successors and assigns, covenants and agrees to reimburse the Grantee for all reasonable costs and expenses (including without limitation counsel fees) incurred by the Grantee: i) in enforcing this Conservation Restriction or ii) in remedying or abating any violation thereof by the Grantor, provided in either case that a Court of competent jurisdiction finds the Grantor in breach of its obligations hereunder.
3. The Grantor and its successors and assigns shall each be liable under this Conservation Restriction as provided for herein only for violations of this

Conservation Restriction which occur during their respective periods of ownership of the Land.

4. By its acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Conservation Areas, except for a condition caused by willful act or omission of the Grantee.
5. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.
6. If any provision of this Conservation Restriction shall to any extent be held invalid, the remainder shall not be affected.

F. Acts Beyond Grantor's Control. Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any action against the Grantor, its successors and assigns for any injury to or change in the Conservation Areas resulting from causes beyond Grantor's control, including without limitation, fire, flood, storm, natural erosion or acts caused by trespass on, above or under the Conservation Areas, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Conservation Areas resulting from such causes. The Grantor shall only be liable hereunder for its willful acts or omissions.

G. Access. The Conservation Restriction hereby conveyed does not grant to the Grantee, to the public generally or to any other person any right to enter upon the Conservation Area except as follows:

1. There is hereby granted to the Grantee and its representatives the right to enter the Conservation Areas in a reasonable manner and at reasonable times and upon reasonable notice to the Grantor for the purpose of inspecting the same to determine compliance with the terms of this Conservation Restriction. In the event of any violation, the Grantee may notify Grantor thereof and request the Grantor to remedy such violation. If the violation is not remedied within a reasonable time, defined herein as ninety (90) days or any other time period as agreed upon by both parties in writing, the Grantee may enter upon the Conservation Areas in order to remedy or abate such violation. The provisions of this paragraph shall not preclude any other remedies available administratively, at law or in equity.

H. Real Property Taxes and Betterments. The Grantor, its successors or assigns, agrees to pay and discharge when and if due real property taxes and other betterment charges or assessments levied by competent authority on the

Conservation Areas, provided the Conservation Areas are assessed in accordance with the provisions of Section 11 of Chapter 59 of the Massachusetts General Laws or any comparable successor statutes.

- I. Running of the Burden. The burden of this Conservation Restriction shall run with the Conservation Areas in perpetuity, and shall be enforceable against the Grantor and its successors and assigns holding any interest in the Conservation Areas.
- J. Recording. The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction. Without limiting the foregoing, the Grantor and its successors and assigns agree to execute any such instrument upon request.
- K. Assignment. The benefits of this Conservation Restriction shall be in gross and shall not be assignable by the Grantee, its successors and assigns, unless 1) the Grantor consents in writing (which consent shall not be unreasonably withheld), 2) as a condition of any assignment, the Grantee requires that the purpose of this Conservation Restriction continue to be carried out, and 3) the assignee, at the time of assignment, qualifies under Section 170(h)(3) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and under Section 32 of Chapter 184 of the Massachusetts General Laws, or any comparable successor statutes, as an eligible donee to receive this Conservation Restriction directly. The Grantee shall notify the Grantor in writing at least ninety (90) days before its intended date of assignment of this Conservation Restriction, and the Grantee shall also comply with the provisions of Article 97 of the Amendments to the Massachusetts Constitution.
- L. Subsequent Transfers. The Grantor, and its successors and assigns, agrees to incorporate the terms of this Conservation Restriction, in full or by reference, in any deed or other legal instrument by which the Grantor conveys or transfers any interest in all or a portion of the Conservation Areas, including without limitation, a leasehold interest. The Grantor shall notify the Grantee in writing within thirty (30) days after conveying or transferring the Conservation Areas, or any part thereof, or interest therein (excluding a lease or subordinate mortgage), however, failure to do so shall not invalidate any such conveyance.
- M. Amendment. If circumstances arise under which amendment to or modification of this Conservation Restriction would be appropriate, the Grantor and Grantee may by mutual written agreement jointly amend this Conservation Restriction, provided that no amendment may be made that will be inconsistent with the then-applicable requirements of Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts; Massachusetts General Law, c.184, §§31-33; Internal Revenue Code of 1986 §170(h) and the Conservation Restriction

Program of the Town of Orleans, or any successors thereto, and provided further that any such amendment shall be recorded with the Barnstable Registry District of the Land Court and the Barnstable County Registry of Deeds after receipt of all required administrative approvals.

- N. Severability. If any section or provision of this Conservation Restriction shall be held to be unenforceable by any court of competent jurisdiction, the Conservation Restriction shall be construed as though such section had not been included in it. If any section or provision of the Conservation Restriction shall be susceptible of two constructions, one of which would render such section or provision invalid, then such section or provision shall be given the construction that would render it valid. If any section or provision of this instrument is ambiguous, it shall be interpreted in accordance with the policies and provisions expressed in Chapter 184, Sections 31-33 of the Massachusetts General Laws as now existing.
- O. Estoppel Certificates. Within twenty (20) days after a request by the Grantor, the Grantee shall execute and deliver to the Grantor any document, including without limitation an estoppel certificate, which certifies, among other things, the status of this Conservation Restriction and the Grantor's compliance with any obligation of the Grantor thereof.
- P. Effective Date. This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the Massachusetts General Laws have been obtained and it has been recorded with the Barnstable County Registry of Deeds and registered with the Barnstable Registry District of the Land Court.
- Q. Controlling Law. The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.
- R. Miscellaneous.
1. No Massachusetts deed excise tax stamps are required by Chapter 64D, Section 1 of the Massachusetts General Laws, as the Commonwealth is a party to this instrument.
 2. This Conservation Restriction is conveyed subject to matters of record at the Barnstable County Registry of Deeds and the Barnstable Registry District of the Land Court.

WITNESS our hands and seals this 6 day of December, 2000.

Snow Realty Trust

By: William C Snow Tr
William C. Snow, Trustee and
not Individually

By: Stanley H Snow
Stanley H. Snow, Trustee and
not Individually

By: Robert W. Snow
Robert W. Snow, Trustee and
not Individually

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

December 7, 2000

Then personally appeared the above-named William C. Snow, Trustee, and acknowledged the foregoing instrument to be his free act and deed, before me

Kathy H. Penta
Notary Public
My Commission expires: May 7, 2007

ASSENT

The undersigned, President of H.H. Snow & Sons, Inc., the Lessee of the Land, herewith assents on behalf of the Corporation to the foregoing Conservation Restriction this 18 day of December, 2000.

H.H. Snow & Sons, Inc.

By: William C Snow Pres
William C. Snow, President

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

December 7, 2000

Then personally appeared the above-named William C. Snow, President, and acknowledged the foregoing assent to be the free act and deed of H.H. Snow & Sons, Inc., before me

Kathy H. Penta
Notary Public
My Commission expires: May 7, 2007

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ACCEPTANCE OF GRANT

The above Conservation Restriction is accepted by the Town of Orleans Conservation Commission, in accordance with M.G.L. c.40, Sec. 8C, this 12th day of December, 2000.

Town of Orleans Conservation Commission

[Signature]

America Fugere

Audie Fugere

James Snodgrass

[Signature]
O. Wenzel

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

December 12, 2000

Then personally appeared the above-named Robert Ward, Chair of the Orleans Conservation Commission, and acknowledged the foregoing instrument to be his/her free act and deed of, before me

Patricia J. Hall
Notary Public

My Commission expires: March 29, 2007

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APPROVAL BY SELECTMEN

We, the undersigned Selectmen of the Town of Orleans, certify that at a meeting duly hold on December 13, 2000, the Board of Selectmen voted to approve the foregoing Conservation Restriction to the Town of Orleans through its Conservation Commission in accordance with M.G.L. c. 40, Sec. 8C.

Board of Selectmen of the Town of Orleans

[Signature]
[Signature]
R W Mulbride
[Signature]
[Signature]
[Signature]

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

12/13, 2000

Then personally appeared the above-named John P. Hickey, Jr., Chair of the Orleans Board of Selectmen, and acknowledged the foregoing instrument to be his/her free act and deed of, before me

[Signature]
 Notary Public
 My Commission expires: Aug 31, 2001

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**APPROVAL BY SECRETARY OF ENVIRONMENTAL
AFFAIRS COMMONWEALTH OF MASSACHUSETTS**

The undersigned Secretary of the Executive Office of Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction to the Town of Orleans has been approved in the public interest pursuant to M.G.L. c. 184, Sec. 32. Such approval by any municipal officials and by the Secretary of Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

Date: Jan. 3, 2001



Robert Durand, Secretary of the Executive
Office of Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

Jan 3 ²⁰⁰¹
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Then personally appeared the above-named Robert Durand, Secretary, and acknowledged the foregoing instrument to be his free act and deed, before me


Notary Public
My Commission expires: _____

NICOLE SICARD
Notary Public
My Commission Expires December 31, 2004

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EXHIBIT A
DESCRIPTION OF PREMISES AND
CONSERVATION AREAS

A. Premises (Two Parcels)

- Parcel 1. A certain parcel of land situate in Orleans in the County of Barnstable and Commonwealth of Massachusetts, bounded and described as follows:
- Southwesterly by the northeasterly line of Main Street, one hundred ninety-nine and 31/100 (199.31) feet;
 - Northwesterly four hundred thirty-nine and 41/100 (439.41) feet, and
 - Southwesterly one hundred thirty-four and 50/100 (134.50) feet by land now or formerly of Nickerson Homes, Inc.;
 - Northwesterly by land now or formerly of Richard J. Dennison et al, two hundred seventy-two and 83/100 (272.83) feet;
 - Southwesterly by said land now or formerly of Richard J. Dennison et al and by land now or formerly of James Degnan et al, one hundred ninety-five and 14/100 (195.14) feet;
 - Southeasterly by said land now or formerly of James Degnan et al, seventy and 43/100 (70.43) feet;
 - Southwesterly by land now or formerly of Grace E. Anslow, three hundred eighty-seven and 11/100 (387.11) feet;
 - Northwesterly by lands now or formerly of Lawrence H. Peters and of Curtis F. Miner et al, two hundred fifty-four and 30/100 (254.30) feet;
 - Northeasterly by lands of sundry adjoining owners, seven hundred seven and 73/100 (707.73) feet; and
 - Southeasterly eight hundred seventy-nine and 15/100 (879.15) feet,
 - Northeasterly eighteen and 61/100 (18.61) feet, and
 - Southeasterly sixty-nine (69) feet by land now or formerly of Penn Central Transportation Company.

All of said boundaries are determined by the Court to be located as shown on a plan drawn by Arthur L. Sparrow, Co., Surveyor, dated March, 1970, 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.

- Parcel 2.** Land formerly shown as Lots 1, 2 and 3 and Oscar's Way on a plan of land entitled "Subdivision Plan of Land in Orleans, Mass. as surveyed for Nickerson Homes, Inc." recorded with Barnstable County Registry of Deeds in Plan Book 403, Page 95. Oscar's Way was expunged by action of the Planning Board of the Town of Orleans and Lots 1, 2 and 3 have been combined as shown on a plan of land entitled "Plan of Land Prepared for H.H. Snow & Sons, Inc., Expunging Oscar's Way and Combining 1, 2, & 3 PB 403 P 95 With Land Court Case 40135-A, Located in the Town of Orleans, Massachusetts, December 1, 1998, Scale 1" = 40', Coastal Engineering Co., Inc., Engineers & Land Surveyors, 260 Cranberry Highway, Orleans, Mass. 02653, (508) 255-6511" and recorded with the Barnstable County Registry of Deeds in Plan Book 553, Page 69. This Plan was approved as an Approval Not Required Plan by the Orleans Planning Board on December 8, 1998. Notice of this approval is recorded with the Barnstable County Registry of Deeds in Book 11995, Page 336.

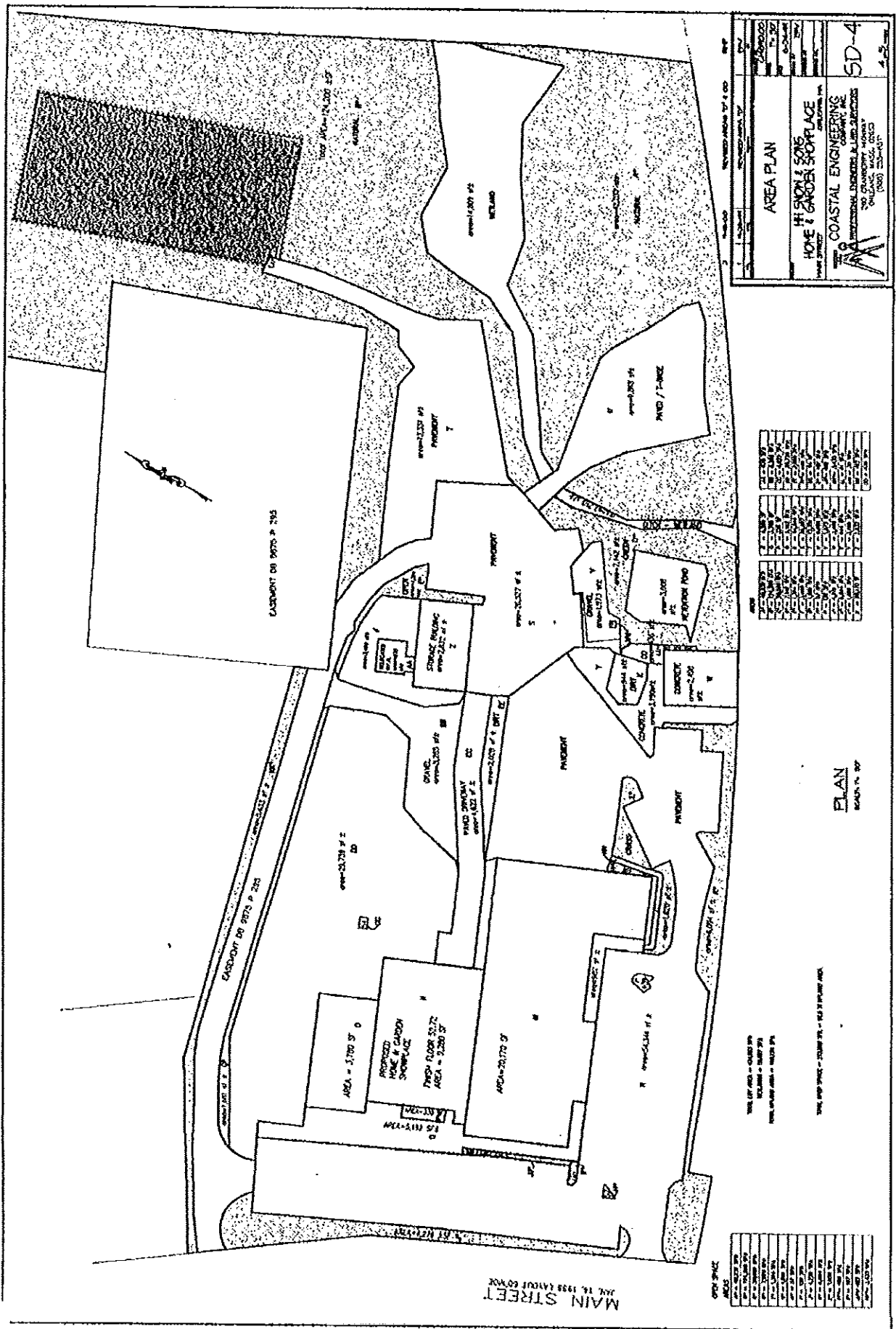
B. Conservation Areas (Four Defined Portions of the Premises)

1. Areas A, B and D ["Conservation Area 1"] and Area C ["Conservation Area 2"] as shown on a plan of land entitled "Area Plan, H.H. Snow & Sons Home & Garden Showplace, Main Street, Orleans, MA, date 6-24-99, last revised 9-18-00, Scale 1" = 30', prepared by Coastal Engineering Company, Inc., Professional Engineers & Land Surveyors, 260 Cranberry Highway, Orleans, Mass. 10653, (508) 255-6511, Sheet SD-4, 4 of 5 Sheets".

For owner's title see Certificate of Title No. 85571 registered with the Barnstable Registry District of the Land Court and Book 12700, Page 296 recorded with the Barnstable County Registry of Deeds.

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EXHIBIT B



Locus: 22 Main Street, Orleans

APPROVAL AND ASSENT

The Cape Cod Bank and Trust Company, National Association, the holder of a mortgage from Snow Realty Trust, William C. Snow, Stanley H. Snow and Robert W. Snow, Trustees, dated March 29, 2000, and recorded with the Barnstable County Registry of Deeds in Book 12911, Page 241 and registered with the Barnstable Registry District of the Land Court as Document No. 795,967, herewith approves and assents to a Conservation Restriction being granted on four (4) designated areas of the property known as 18 and 22 Main Street, Orleans, MA, by William C. Snow, Stanley H. Snow and Robert W. Snow, Trustees of Snow Realty Trust, in connection with a Development of Regional Impact Decision issued by the Cape Cod Commission in Project #TR99024, as modified.

IN WITNESS WHEREOF, the said Cape Cod Bank and Trust Company, National Association has set its corporate seal this 5 day of DECEMBER, 2000.

Cape Cod Bank and Trust Company,
National Association

Cape Cod Bank and Trust Company,
National Association

By: Ronald F. Marino
Ronald F. Marino, Vice President

By: Henry C. Farnham
Henry C. Farnham, Senior Vice President

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, ss.

DECEMBER 5, 2000

Then personally appeared the above-named Ronald F. Marino Vice President
Henry C. Farnham Senior Vice President, and
acknowledged the foregoing instrument to be the free act and deed of Cape Cod Bank and Trust
Company, National Association, before me

Susan L. Ruff
Notary Public
My Commission expires: Oct 15, 2004

Locus: 22 Main Street, Orleans

APPROVAL AND ASSENT

H.H. Snow & Sons, Inc., the holder of a mortgage from William C. Snow, Trustee of B.B.S. Realty Trust, dated July 28, 1994, and recorded with the Barnstable County Registry of Deeds in Book 12700, Page 293, which mortgage was assumed by William C. Snow, Stanley H. Snow and Robert W. Snow, Trustees of Snow Realty Trust, by a document dated October 28, 1999 and recorded with the Barnstable County Registry of Deeds in Book 12700, Page 296, herewith approves and assents to a Conservation Restriction being granted on four (4) designated areas of the property known as 18 and 22 Main Street, Orleans, MA, by William C. Snow, Stanley H. Snow and Robert W. Snow, Trustees of Snow Realty Trust, in connection with a Development of Regional Impact Decision issued by the Cape Cod Commission in Project #TR99024, as modified.

IN WITNESS WHEREOF, the said H.H. Snow & Sons, Inc. has set its corporate this 18 day of December, 2000.

H.H. Snow & Sons, Inc.

By: William C. Snow Pres
William C. Snow, President

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

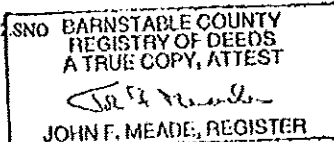
December 18, 2000

Then personally appeared the above-named William C. Snow, President, and acknowledged the foregoing instrument to be the free act and deed of H.H. Snow & Sons, Inc., before me

Kathy H. Pento
Notary Public

My Commission expires: 5/10/01

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BARNSTABLE REGISTRY OF DEEDS