

**Town of Conway, Massachusetts
Planning Board**

P.O. Box 240, Conway, MA 01341-0240
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planningboard@townofconway.com
www.townofconway.com

02 APRIL 2020

SPECIAL PERMIT APPROVAL FOR VERTEX TOWER ASSETS, LLC

Applicant: Vertex Tower Assets, LLC
Property Owners: Eric Plasse and Krista Plasse
Site Location: 1384 South Deerfield Rd, Conway MA 01341
Deed Reference: Book 3785/Page 5
Plan Reference: Book 39/Page 98

At a duly posted Public Meeting held on 2 April 2020, the Conway Planning Board voted 5-0-0 to issue a Special Permit with Order of Conditions Approval to Vertex Tower Assets, LLC for a Wireless Communication Facility located at 1384 South Deerfield Road, Conway MA subject to the following findings and Conditions.

Special Permit Approval w/Conditions

Vertex Tower Assets, LLC

02 APRIL 2020

The Planning Board of Conway, Massachusetts issues the following findings:

The Petitioner, Vertex Tower Assets, LLC, has identified a wireless communication coverage gap located along the Easterly section of State Highway 116 in Conway, from the Deerfield/Conway town line extending to the ridgeline east of the town center. Our peer review consultant, Interisle Consulting, has confirmed the existence of this coverage gap. The proposed 156-foot wireless tower located at 1384 South Deerfield Road, Assessor's Parcel 411/121, would provide antenna space for up to four (4) wireless carriers and reserved antenna space for emergency services. This wireless facility would provide continuous wireless coverage for mobile users from Route 91 to the westerly side of the Conway town center and wireless service to residents situated in the identified coverage gap area.

Conway Town Counsel has ruled that a use variance for an "infrastructure developer" is not required and further stated that the Planning Board may issue a Special Permit for said reference wireless tower facility to Vertex Tower Assets, LLC.

The Planning Board of Conway, Massachusetts issues the following Special Permit Conditions:

1. As an infrastructure developer, Petitioner shall provide evidence of an executed lease for antenna space with at least one (1) duly licensed wireless carrier to the

Conway Planning Board: Chair: Beth Girshman, Vice-Chair: Joseph Strzegowski
Members: Mary McClintock, Bill Moebius, and Jennifer Mullins

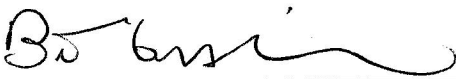
Conway Planning Board and the regional Building Commissioner, prior to issuance of a building permit to construct the referenced wireless tower.

2. The Petitioner shall reserve reasonable antenna space for future communication antenna(s) to be utilized by local or regional emergency services, subject to the execution of a mutually satisfactory lease agreement between the Town and Petitioner.
3. The petitioner shall deliver Tower/Structure/Equipment Removal Bond for \$30,000.00 with an escalation clause of 10% escalation every five (5) years, prior to issuance of a building permit to construct the referenced wireless tower.
4. Petitioner and property owner and the Conway Selectboard shall execute and deliver an AGREEMENT FOR DECOMMISSIONING OF WIRELESS TOWER FACILITY AND RECLAMATION OF WIRELESS TOWER FACILITY in the form previously submitted to and approved by the Planning Board, prior to issuance of a building permit to construct the referenced wireless tower.
5. The petitioner shall meet Wetlands Protection Act conditions as promulgated by the Conway Conservation Commission or MDEP.
6. The petitioner shall provide a copy of the recorded dimensional Variance granted by ZBA for a tower height of 156 feet.
7. The petitioner and property owner shall deliver an executed Landscape Easement in the form previously submitted to and approved by the Planning Board, prior to issuance of a building permit to construct the referenced wireless tower.
8. The Building Commissioner shall be provided with Certified Construction Drawings for the tower structure and associated equipment, prior to issuance of a building permit to construct the referenced wireless tower.
9. All construction shall comply with Site Drawings titled site number: VT-MA-0014A.

This Special Permit is subject to the terms and conditions found in the State and local regulations and is issued to Vertex Tower Assets, LLC and the Property owners, Eric Plasse and Krista Plasse. This Permit shall expire upon termination or expiration of a Lease for said wireless tower facility referenced in the Memorandum of Lease recorded in Deed Book 7257 at Page 201 of the Franklin County Registry of Deeds. This Special Permit shall be effective after certification by the Conway Town Clerk, either 20 days after issuance by the Conway Planning Board or upon expiration of any and all appeals of this decision, whichever occurs latest.

Respectfully submitted,
Conway Planning Board

Beth Girshman, Chair



Joe Strzegowski, Vice Chair



Mary McClintock, Member

Bill Moebius, Member



Jennifer Mullins, Member

Conway Planning Board: Chair: Beth Girshman, Vice-Chair: Joseph Strzegowski
Members: Mary McClintock, Bill Moebius, and Jennifer Mullins

Attachments: (Form approved by Planning Board)

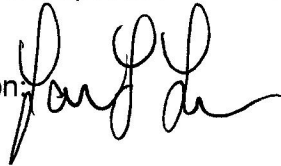
- A. Agreement for Decommissioning / Reclamation of Vertex Tower Assets Wireless Tower Facility Site
- B. Vertex Tower Assets Landscape Agreement

Reference Documents:

Conway Zoning Bylaws dated 24 Sept 2018

Vertex Tower Assets, LLC Special Permit Application dated December 20, 2019

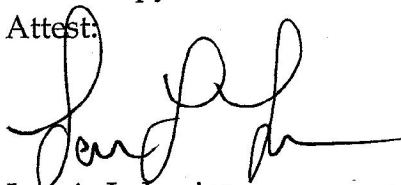
Town Clerk Certification:



I, Laurie L. Lucier, duly elected Town Clerk for the Town of Conway, do certify that a copy of the decision of the Conway Planning Board related to the application of Vertex Tower Assets, LLC for a proposed 156-foot wireless tower located at 1384 South Deerfield Road, Assessor's Parcel 411/121, filed in accordance with the Protective Bylaws of the Town of Conway was recorded in this office on April 2, 2020 and that twenty days (as that statutory period of time has been tolled and hereby extended to July 20, 2020 by the Supreme Judicial Court's "third order OE-144, section 14, regarding court operations under the exigent circumstances created by the COVID-19 (Coronavirus) pandemic" entered on April 1, 2020, and orders related thereto) have elapsed after the decision was filed and no notice of appeal has been received by this office.

A true copy of the record,

Attest:



Laurie L. Lucier

Town Clerk

Conway Planning Board: Chair: Beth Girshman, Vice-Chair: Joseph Strzegowski
Members: Mary McClintock, Bill Moebius, and Jennifer Mullins

**ATTACHMENT A
SPECIAL PERMIT APPLICATION**

**AGREEMENT FOR DECOMMISSIONING OF WIRELESS TOWER FACILITY
AND RECLAMATION OF WIRELESS TOWER FACILITY SITE**

THIS AGREEMENT, dated as of the ____ day of _____, 2020, is made by and among **Vertex Tower Assets, LLC**, a Massachusetts limited liability company, with a principal place of business located at 155 South Street, Suite 205, Wrentham MA 02033 (the "**Operator**"), Eric Plasse and Krista Plasse, with a mailing address of PO Box 904 Conway, MA 01341 (collectively "**Property Owner**") and the **Town of Conway**, a municipal corporation, with offices located 32 Main Street, Conway, MA (the "**Town**") (each a "**Party**" and together the "**Parties**").

WHEREAS, the Operator has submitted an application for Special Permit approval to develop a 156 foot monopine WIRELESS TOWER FACILITY or (the "**FACILITY**") on a property located at 1384 South Deerfield Rd (Rt. 116), Conway, MA, Assessors Map 068 Parcel 412-121-000 (the "**Property**"); and

WHEREAS, the Operator has submitted a Decommissioning Surety Memorandum which included a plan for the decommissioning of the WIRELESS TOWER FACILITY and the reclamation of the portion of the Property on which the FACILITY is situated (the "**Site**") in accordance with the requirements of the Town of Conway Planning Board (the "**Decommissioning Plan**"), and the Planning Board has approved the Decommissioning Plan as part of the Special Permit Approval dated April 2, 2020, with an amount of \$30,000.00 and escalator of 10% every five (5) years

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the Parties agree as follows:

1. The Operator shall be responsible for dismantling and removing the Wireless Tower Facility and reclaiming the Site in accordance with the provisions of the Decommissioning Plan, which is attached hereto as Exhibit A and made a part hereof.
2. The dismantling and removal of the WIRELESS TOWER FACILITY shall be required within one year of the event that the Wireless Tower facility has been abandoned by the Operator, is not functioning with no apparent Operator intent to repair, the Operator's land use rights have been terminated, or the Operator's licensing authorization has been terminated.
3. The Operator may apply to the Planning Board for an extension to or exception from the requirement that the WIRELESS TOWER FACILITY be dismantled and removed within one year in the event that the above occur.
4. The Planning Board may grant, in its sole discretion, for good cause shown, such extension or exception and may impose such other conditions, as it deems reasonable, just and proper. The Operator shall be responsible for payment of all of the Town's consulting expenses in reviewing and approving this request for extension or exception.

Conway Planning Board: Chair: Beth Girshman, Vice-Chair: Joseph Strzegowski
Members: Mary McClintock, Bill Moebius, and Jennifer Mullins

5. In the event that decommissioning of the WIRELESS TOWER FACILITY and restoration of the Site is not completed within six (6) months of the expiration of the one-year period set forth in Paragraph 2 above, or the restoration of the Site is not completed within six (6) months of the removal of all equipment, structures and foundations in accordance with the provisions of the Decommissioning Plan, the Town, or its designated officials or agents, shall seek all remedies available to it with and through the surety that issued the Decommissioning Bond for the prompt decommissioning of the site and restoration set forth in Paragraph "2". In such event, the Town shall have the right, but not the obligation, to enter upon the property to dismantle and remove the FACILITY and reclaim the Site in the manner set forth in the Decommissioning Plan or in such other manner as the Town deems reasonable and appropriate under the circumstances. Prior to taking such action, the Town, or its designated officials or agents, shall provide a written directive to the Operator and notification to the Property Owner at the addresses set forth herein, or such superseding address as is provided to the Town, by certified mail, return receipt requested, subsequent to the execution of this Agreement, requiring the Operator to fully and completely dismantle and remove the FACILITY and reclaim the Site within a time period specified by the Town.

6. Should the surety that issued the Decommissioning Bond terminate or cancel the bond, the Operator shall within thirty days provide the Town with evidence of an equivalent replacement surety.

7. Notwithstanding the foregoing, nothing in this Agreement shall impose the obligation upon the Town to enter the Property and dismantle and remove the WIRELESS TOWER FACILITY and/or reclaim the Site.

8. In the event that the Town takes such action to dismantle and remove the WIRELESS TOWER FACILITY and/or reclaim the Site, after written notice and expiration of applicable grace periods to the Operator, the Town may recover all expenses incurred for such activities from the Operator and/or the surety. This agreement grants specific rights to the Town of Conway or its agents to access the Site through existing easements of the property owner for the sole purpose of dismantling and reclaiming said Wireless Tower Facility. Being the same ingress and egress easements referenced in a Memorandum of Lease recorded in the Franklin County Registry of Deeds, Book 07357, Page 201.

9. The Town shall have the right to collect such costs and expenses against the Operator and/or the surety by any other manner, by action in law or equity, and in the event of such legal proceedings; the Operator shall be liable for all legal expenses, costs and disbursements in connection with said litigation as awarded by a court of competent jurisdiction.

10. This Agreement is intended to solely benefit the Town. Notwithstanding anything to the contrary in this Agreement or otherwise, no other person or entity shall claim or be entitled to any rights created hereunder by virtue of any asserted status as a third-Party beneficiary.

11. All notices set forth herein shall be directed to the Parties as follows:

Conway Planning Board: Chair: Beth Girshman, Vice-Chair: Joseph Strzegowski
Members: Mary McClintock, Bill Moebius, and Jennifer Mullins

To Vertex Tower Assets, LLC
Attention: Francis Parisi
Parisi Law Associates, P. C.
225 Dyer Street
Providence, RI 02903
(401) 447-8500
fparisi@plapc.com

To the Property Owner:
Eric Plasse and Krista Plasse,
PO Box 904
Conway, MA 01341

To the Town of Conway
Attention: Town Administrator
32 Main Street
P.O. Box 240
Conway, MA 01341

The Operator has a continuing obligation to notify the Town Administrator of the Town of Conway of any changes to its address, in writing, sent by certified mail, return receipt requested. Any failure of any part to so do shall relieve the Town of the obligation to provide any required notifications. The lack of receipt of any required notice shall not be a bar to the enforcement of this Agreement if the Operator has not complied with the provisions of this paragraph.

12. This Agreement shall exist in perpetuity until the WIRELESS TOWER FACILITY is removed from the Site and the Site is restored to its natural state.

13. This Agreement shall include, but is not limited to, the following appurtenant rights granted to the Town necessary to effectuate the meaning and intent hereof:

- a. Upon the occurrence of the conditions in Paragraph 4 above, and the failure of the Operator as required herein, the Town shall have the right, but not the obligation, to enter upon the Property and inspect the same and demolish and remove the WIRELESS TOWER FACILITY and reclaim the Site as set forth in Exhibit A. These rights shall include, but not be limited to:

the right of ingress and egress by person(s), motor vehicle(s), and construction equipment necessary to demolish and remove the WIRELESS TOWER FACILITY from the Property as set forth in Exhibit A

14. This Agreement may not be amended or modified except by a written instrument consented to by the Town of Conway.

15. This Agreement is governed by and shall be construed in accordance with the laws of the State of Massachusetts.

Conway Planning Board: Chair: Beth Girshman, Vice-Chair: Joseph Strzegowski
Members: Mary McClintock, Bill Moebius, and Jennifer Mullins

IN WITNESS WHEREOF, each of the Parties below has herein set its/their hand and seal the day and year first above written.

OPERATOR:

VERTEX TOWER ASSETS, LLC

By: _____

Name: _____

Title: _____

Dated: _____

PROPERTY OWNER:

Eric Plasse and Krista Plasse,

By: _____

Name: _____

Title: _____

Dated: _____

TOWN:

TOWN OF CONWAY, MASSACHUSETTS

By: _____

Name: _____

Title: _____

Dated: _____

Conway Planning Board: Chair: Beth Girshman, Vice-Chair: Joseph Strzegowski
Members: Mary McClintock, Bill Moebius, and Jennifer Mullins

ACKNOWLEDGMENTS

STATE OF _____)
) ss.:
COUNTY OF _____)

On _____, 20___, before me, the undersigned, personally appeared _____, the _____ of **VERTEX TOWER ASSETS, LLC**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature: _____
Commission No.: _____
My Commission Expires: _____

STATE OF _____)
) ss.:
COUNTY OF _____)

On _____, 20___, before me, the undersigned, personally appeared Eric Plasse and Krista Plasse, who proved to me on the basis of satisfactory evidence to be the persons whose name is subscribed to the within instrument and acknowledged to me that they executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct. WITNESS my hand and official seal.
Signature: _____
Commission No.: _____
My Commission Expires: _____

STATE OF _____)
) ss.:
COUNTY OF _____)

On _____, 20___, before me, the undersigned, personally appeared _____, the _____ of **TOWN OF CONWAY**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct. WITNESS my hand and official seal.
Signature: _____
Commission No.: _____
My Commission Expires: _____

Conway Planning Board: Chair: Beth Girshman, Vice-Chair: Joseph Strzegowski
Members: Mary McClintock, Bill Moebius, and Jennifer Mullins

EXHIBIT A
DECOMMISSIONING PLAN



December 11, 2019

Mr. Stephen Kelleher
Manager
Vertex Tower Assets, LLC
155 South Street, Suite 205
Wrentham, MA 02093

RE: **Opinion of Cost for Removal of Tower
Vertex Tower Assets, LLC
Conway (VT-MA-0014A)
1384 S. Deerfield Road
Conway, MA 01341**

Mr. Kelleher:

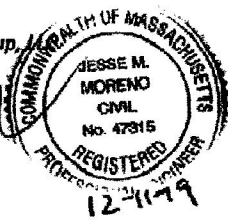
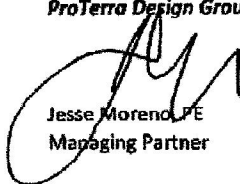
The Engineer's estimate attached herein has been prepared for the take down and removal costs of the proposed Vertex Tower Assets, LLC telecommunications tower referenced above. These costs are based upon the permitting plan set dated December 11, 2019 and on data compiled in the *2019 Site Work & Landscape Cost Data, 38th Annual Edition* published by RSMeans with industry specific data adjusted to location and present-day costs.

The estimate includes removal of the compound fence, monopine tower, disconnection of utilities, removal of utility cabinets, and revegetation of the compound area. Removal of carrier specific tower and ground mounted equipment shall be handled by the individual carriers. The estimate assumes gravel surfaces for the driveway, wetland crossing bridge, concrete foundation, underground portions of the grounding ring, utility conduits, utility poles, and drainage features will remain. No salvage value has been credited.

Based on the construction cost estimates provided, it is my professional opinion that approximately \$29,850 will be adequate to recover the take down costs of the proposed telecommunications tower in the current construction environment.

If you have any questions or need further information, please do not hesitate to call.

Sincerely,
ProTerra Design Group,



Jesse Moreno, PE
Managing Partner

Enclosure

ProTerra Design Group, LLC
4 Bay Road, Building A, Suite 200
Hadley, MA 01035

(413)320-4918
info@protterra-design.com

Conway Planning Board: Chair: Beth Girshman, Vice-Chair: Joseph Strzegowski
Members: Mary McClintock, Bill Moebius, and Jennifer Mullins

RS Means Ref.	Description	Unit	Quantity	Unit Cost	Total Cost
Crew R-1A	General - Disconnect utilities	DAY	1	\$ 1,290.40	\$ 1,290.40
024119.19-0840	General - Dumpster rental (40 CY - 10 ton)	EA	2	\$ 850.00	\$ 1,700.00
015433.40-7600	General - Deliver tower salvage to yard (tractor)	DAY	2	\$ 594.90	\$ 1,189.80
015433.40-6800	General - Deliver tower salvage to yard (trailer)	DAY	2	\$ 262.90	\$ 525.80
Crew B-34 (part)	General - Deliver tower salvage to yard (driver)	DAY	2	\$ 568.00	\$ 1,132.00
Crew B-34M	General - Light Equipment (Material Handler, Skid Steer)	DAY	1	\$ 890.95	\$ 890.95
Crew B-34B	General - Truck and Operator	DAY	1	\$ 1,189.76	\$ 1,189.76
024113.60-1770	Compound - Demolish fence & gates	LF	200	\$ 3.97	\$ 794.00
024119.20-0020	Demolition - Dump Charges & Tipping Fees	TON	15	\$ 81.00	\$ 1,215.00
015436.50-1800	Tower - Mob/Demob Crane	EA	2	\$ 555.00	\$ 1,110.00
015433.60-2300	Tower - Crane rental	DAY	3	\$ 2,021.00	\$ 6,063.00
Crew B-12 (part)	Tower - Crane operator	DAY	3	\$ 690.00	\$ 2,070.00
Crew L-5A (part)	Tower - Removal Crew	DAY	3	\$ 2,189.60	\$ 6,508.80
312514.16-1000	Erosion Control - Silt fence install, maintain, & removal	LF	200	\$ 1.93	\$ 386.00
329119.13-0800	Restoration - Furnish & spread loam	SY	267	\$ 6.50	\$ 1,733.33
329119.13-1000	Restoration - Fine grade	SY	267	\$ 3.99	\$ 1,064.00
329219.13-0100	Restoration - Seed	SY	267	\$ 0.57	\$ 152.00
329113.16-0200	Mulch & Hay	SY	267	\$ 1.56	\$ 416.00
	<i>Subtotal</i>				\$ 29,430.84
	Regional Adj. (Greenfield, MA)	101.4%			\$ 412.03
	2019 CI Adjustment	100.0%			\$ -
	Total Estimated Cost (Present-Day)				\$ 29,842.88

Conway Planning Board: Chair: Beth Girshman, Vice-Chair: Joseph Strzegowski
Members: Mary McClintock, Bill Moebius, and Jennifer Mullins

ATTACHMENT B
SPECIAL PERMIT APPLICATION

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Vertex Towers Assets, LLC
155 South Street, Suite 205
Wrentham, MA 02093
Recorder's use only

(space above for

LANDSCAPE EASEMENT

THIS EASEMENT ("Easement") is effective this _____ day of _____, _____, by and between Eric Plasse and Krista Plasse, with a mailing address of PO Box 904 Conway, MA 01341 (collectively "GRANTOR") and VERTEX TOWER ASSETS, LLC, a Massachusetts limited liability company, of 155 South Street, Suite 205, Wrentham, MA 02093 ("GRANTEE").

WHEREAS, GRANTOR owns certain real property located at 1384 S. Deerfield Road in the Town of Conway, Franklin County, Massachusetts with an Assessor's Parcel ID of 068/411.0-0121-0000.0, and being further described as the same real property conveyed by that certain deed recorded in Deed Book 3785 at Page 5 of the Franklin County Registry of Deeds (the "Subject Property"); and

WHEREAS, GRANTOR entered into an Option and Lease Agreement with TENANT, Vertex Tower Assets, LLC, on the Subject Property dated June 21, 2018 (the "Agreement"), pursuant to which GRANTOR has granted to GRANTEE an option to lease a portion of the Subject Property and to acquire certain easements for ingress, egress and utilities collectively known as the "Leased Premises", as evidenced by the Memorandum of Lease recorded in Deed Book 7257 at Page 201 of the Franklin County Registry of Deeds (the "Agreement"); and

WHEREAS, on April 2, 2020, the Town of Conway Planning Board granted a Special Permit Site Plan Approval for GRANTEE to construct a Wireless Communications Facility (the "Facility") on the Subject Property; and

WHEREAS, as a condition of said Special Permit Site Plan Approval, the Town of Conway requires that GRANTOR maintain a "no-cut" landscape easement surrounding the Facility.

NOW, THEREFORE, in consideration of mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the promises contained herein, it is agreed as follows

Conway Planning Board: Chair: Beth Girshman, Vice-Chair: Joseph Strzegowski
Members: Mary McClintock, Bill Moebius, and Jennifer Mullins

1. GRANTOR hereby bargains, conveys, delivers, grants, sells, transfers and warrants unto GRANTEE a right and easement to maintain and retain an existing, naturally vegetated buffer surrounding the Facility for the purpose of screening the Leased Premises and the Facility as shown on Exhibit A attached hereto (the "Landscape Easement"). The Landscape Easement Area is an area exclusive of the Leased Premises and the area around the Leased Premises necessary for construction, access, installation and maintenance of the Facility including utilities and drainage and stormwater management systems. GRANTEE shall have the exclusive right to manage and maintain the existing vegetation within the Landscape Easement Area including but not limited to the right to cut and prune trees and undergrowth for control of fire, invasive or nuisance species and disease prevention measures to ensure the provision of the naturally vegetative buffer, provided, however, that neither GRANTOR nor GRANTEE shall remove any trees within the Landscape Easement Area other than those that are dead or dying and/or present a hazard to persons and/or property. GRANTOR shall have the right to pass and repass over the Landscape Easement Area as well as the right to use the Landscape Easement Area for any purpose not inconsistent with the rights herein, provided, however, that GRANTOR shall not (i) conduct logging, mining, excavating, dredging or removal of earth or other natural or mineral resource or deposit from the Landscape Easement Area; or (ii) use any portion of the Landscape Easement Area for the storage of soil, loam, peat, composting piles, gravel, sand, rock or other natural or mineral substances, refuse, trash or waste.

2. This Easement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The benefits and obligations of this Easement shall be a covenant running with the land and shall expire upon termination of the Agreement and removal of the Facility as set forth in the Agreement. Neither GRANTOR nor GRANTEE shall be permitted to terminate and release this Easement prior to removal of the Facility as set forth in the Agreement without the prior written consent of the Town of Conway Planning Board.

(signatures on next page)

Conway Planning Board: Chair: Beth Girshman, Vice-Chair: Joseph Strzegowski
Members: Mary McClintock, Bill Moebius, and Jennifer Mullins

IN WITNESS WHEREOF, the parties hereto have fully executed this Easement as of the date last signed by a party hereto.

GRANTEE:
ERIC AND KRISTA PLASSE
LLC

GRANTOR:
VERTEX TOWER ASSETS,

By: _____
Name: Eric Plasse
Title: Owner
Date: _____

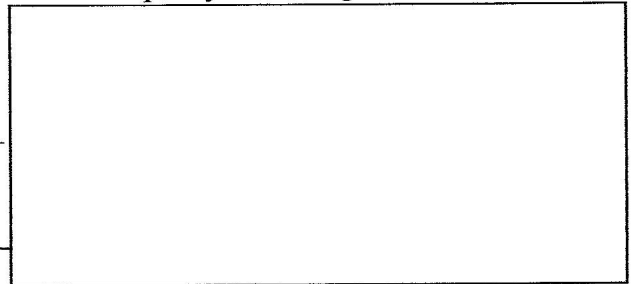
By: _____
Name: Stephen Kelleher
Title: Manager
Date: _____

By: _____
Name: Krista Plasse
Title: Owner
Date: _____

GRANTEE ACKNOWLEDGEMENT
COMMONWEALTH OF MASSACHUSETTS
COUNTY OF NORFOLK:

On the date below, before me personally appeared Stephen Kelleher, Manager of Vertex Tower Assets, LLC, to me known (or proved to me on the basis of satisfactory evidence) to be the individual who executed the foregoing instrument, and he acknowledged said instrument by him executed to be his free act and deed in said capacity of Manager of Vertex Tower Assets, LLC.

Date: _____
Notary Public Signature: _____
Notary Public Print Name: _____
Notary Commission Expiration Date: _____

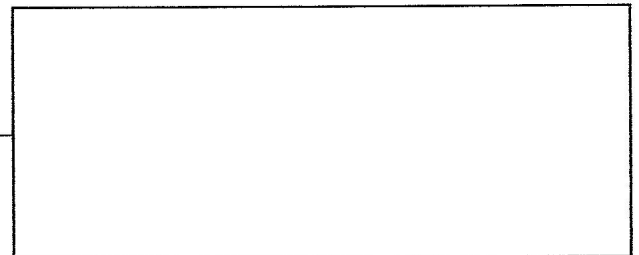


Notary Stamp or Seal

GRANTOR ACKNOWLEDGEMENT
COMMONWEALTH OF MASSACHUSETTS:
COUNTY OF _____:

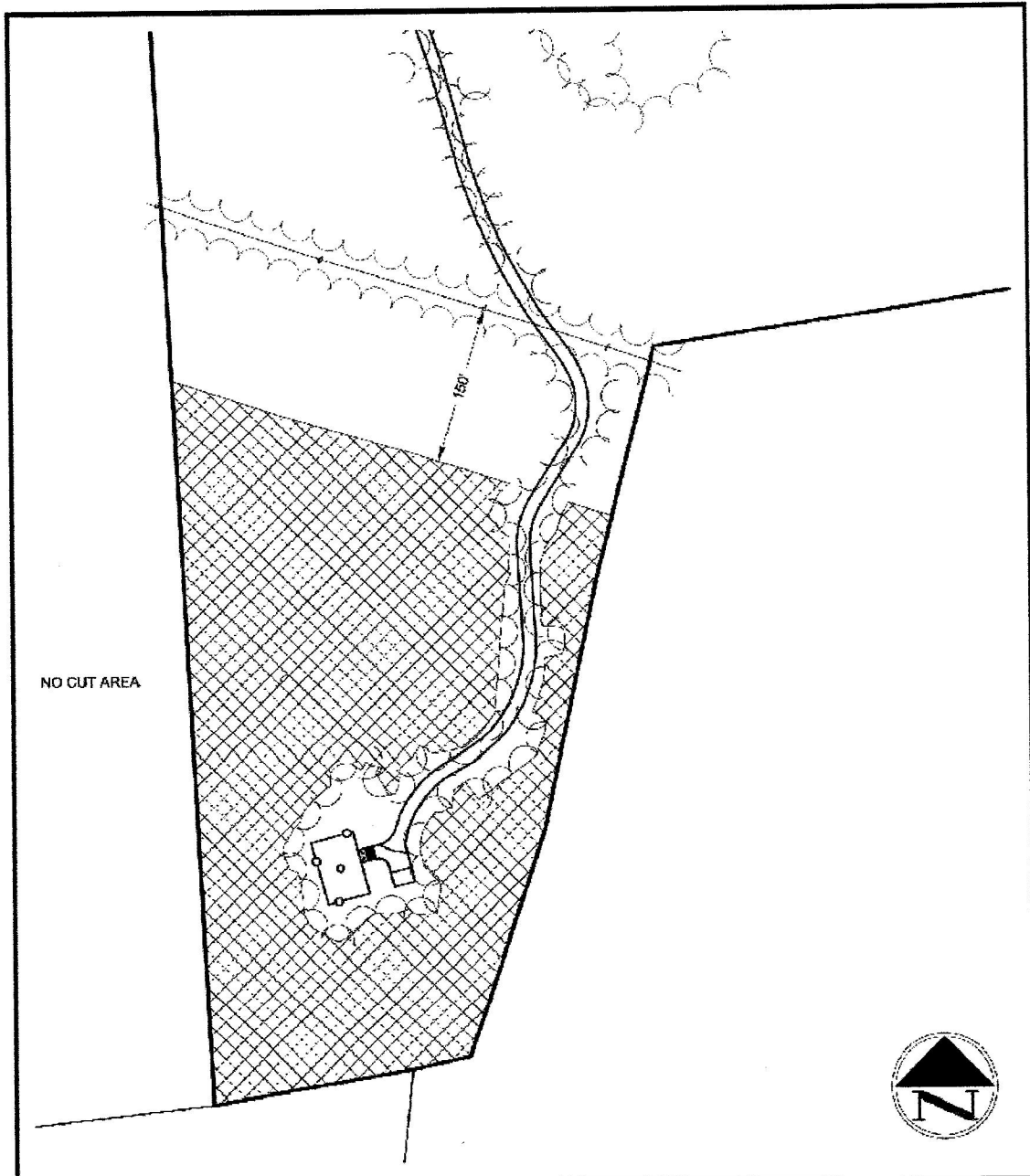
On the date below, before me personally appeared Eric Plasse and Krista Plasse, to me known (or proved to me on the basis of satisfactory evidence) to be the individuals who executed the foregoing instrument, and they acknowledged said instrument by them executed to be his free act and deed as owners of the Subject Property.


Date: _____
Notary Public Signature: _____
Notary Public Print Name: _____
Notary Commission Expiration Date: _____



Notary Stamp or seal

Conway Planning Board: Chair: Beth Girshman, Vice-Chair: Joseph Strzegowski
Members: Mary McClintock, Bill Moebius, and Jennifer Mullins



 155 SOUTH STREET, SUITE 205 WRENTHAM, MA 01905	LANDSCAPE EASEMENT AREA		DATE: 03/26/20
	SITE NAME: CONWAY	APPROXIMATE TOWER COORDINATES: 42.5046233° N; 72.6614851° W;	REVISION: 0
	SITE NUMBER: VT-MA-0014A	ADDRESS: 1384 S DEERFIELD ROAD CONWAY, MA 01341	GROUND ELEV: 735±
			SCALE: 1"=120'

Conway Planning Board: Chair: Beth Girshman, Vice-Chair: Joseph Strzegowski
 Members: Mary McClintock, Bill Moebius, and Jennifer Mullins