

**ATTACHMENT B
VERTEX TOWER ASSETS, LLC SPECIAL PERMIT APPROVAL**

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Vertex Towers Assets, LLC
2 Commercial Street
Sharon, MA 02067

(space above for Recorder's use only)

LANDSCAPE EASEMENT

THIS EASEMENT ("Easement") is effective this ____ day of _____, ____, by and between Barbara Melville, with a mailing address of PO Box 611, Conway, MA 01341 (collectively "GRANTOR") and VERTEX TOWER ASSETS, LLC, a Massachusetts limited liability company, of 2 Commercial Street, Sharon, MA 02067("GRANTEE").

WHEREAS, GRANTOR owns certain real property located at 1356 Ashfield Road in the Town of Conway, Franklin County, Massachusetts with an Assessor's Parcel ID of 409-013-001 and 409-013-000, and being further described as the same real property conveyed by that certain deed recorded in Deed Book 7136 at page 80 and 82 of the Franklin County Registry of Deeds (the "Subject Property"); and

WHEREAS, GRANTOR and Theodore H Lefkowitz (since deceased) entered into an Option and Lease Agreement with TENANT, Vertex Tower Assets, LLC, on the Subject Property dated January 8, 2020 (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 7459 at Page 168 of the Franklin County Registry of Deeds (the "Agreement"); and

WHEREAS, on July 7, 2022, 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

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 storm water 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 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)

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

GRANTEE:
Barbara Melville

GRANTOR:
VERTEX TOWER ASSETS, LLC

By: _____
Name: Barbara Melville
Title: Owner
Date: _____

By: _____
Name: Stephen Kelleher
Title: Manager
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 _____

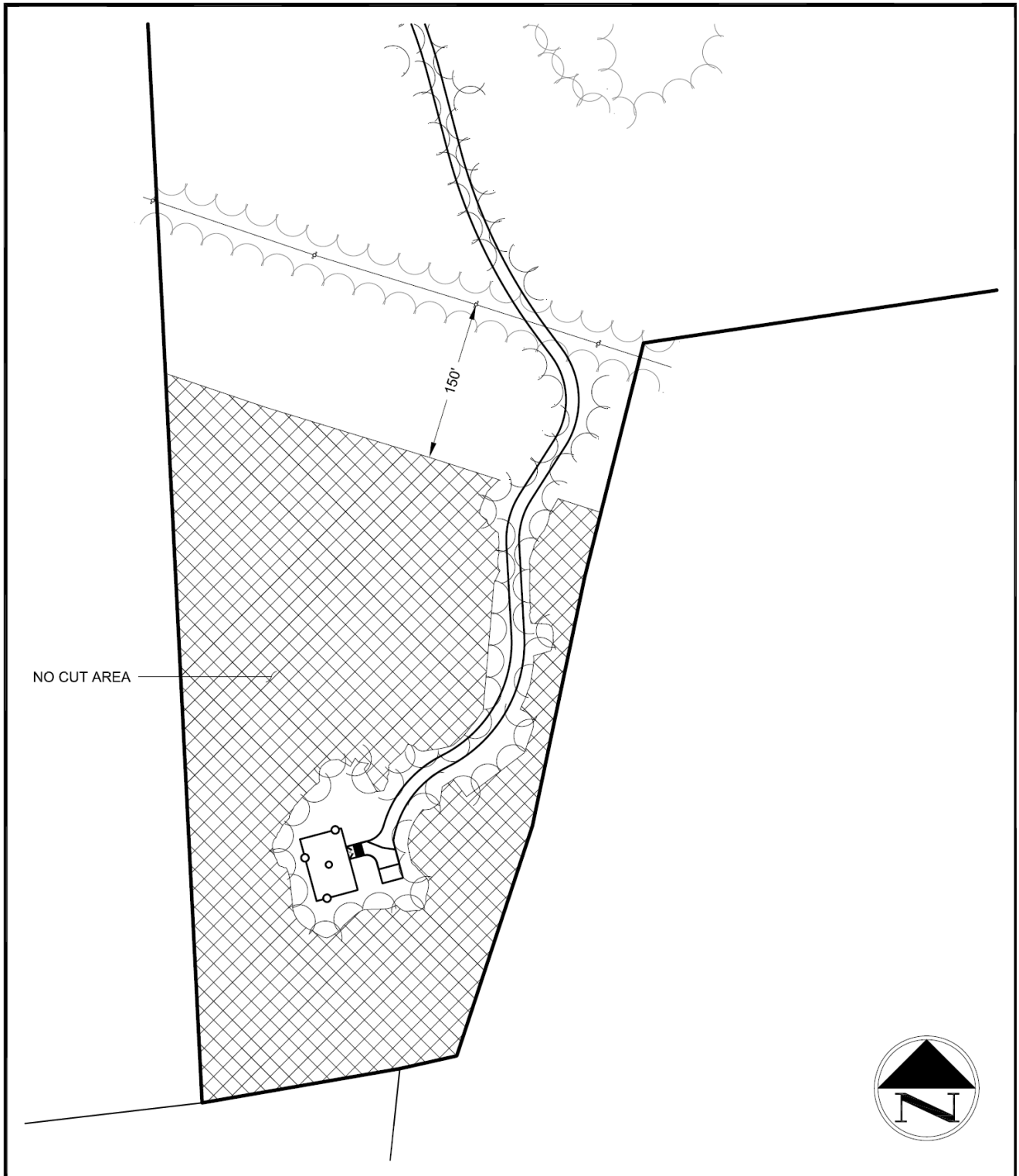
On the date below, before me personally appeared Barbara Melville , to me known (or proved to me on the basis of satisfactory evidence) to be the individual who executed the foregoing instrument, and she acknowledged said instrument by herm executed to be her free act and deed as owner of the Subject Property.

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



Notary Stamp or Seal

EXHIBIT A TO LANDSCAPE EASEMENT



LANDSCAPE EASEMENT AREA

SITE NAME: CONWAY
 SITE NUMBER: VT-MA-0014A
 ADDRESS: 1384 S DEERFIELD ROAD
 CONWAY, MA 01341

APPROXIMATE TOWER COORDINATES:
 42.5046233° N±
 72.6614851° W±
 GROUND ELEV: 735±

DATE: 03/26/20
 REVISION: 0
 SCALE: 1"=120'