WILLIAM P. O'DONNELL
REGISTER OF DEEDS
ASSISTANT RECORDER OF THE
LAND COURT

COUNTY OF NORFOLK
COUNTY OF PRESIDENTS
REGISTRY OF DEEDS

NORFOLK REGISTRY DISTRICT OF THE LAND COURT

Dear Friend of the Registry,

Enclosed please find documentation relating to your property recorded at the Norfolk County Registry of Deeds. Please keep this documentation as part of your records for personal reference. The original document has been microfilmed for safekeeping. For your protection, the microfilm is kept in a controlled environment at a highly secure storage facility in a location apart from the Registry. For further security and convenience, the original documentation has been digitally scanned and is contained in our computer system for instant retrieval.

If you have any questions or comments, please contact our Customer Service Center at 781-461-6101 or email us at **registerodonnell@norfolkdeeds.org**. The Registry of Deeds website is **www.norfolkdeeds.org**. It is a pleasure to serve as your Register of Deeds for Norfolk County.

Respectfully,

Bill O'Donnell

William P. O'Donnell
Norfolk County Register of Deeds

Enclosure

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REGISTRY OF DEEDS
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CERTIFY

William P O'Donnell
WILLIAM P. O'DONNELL, REGISTER

LAND DISPOSITION AGREEMENT

DATED as of December 2, 2014

By and Between

THE COMMONWEALTH OF MASSACHUSETTS, ACTING BY AND THROUGH ITS DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE

and

THE TOWN OF MEDFIELD, MASSACHUSETTS

SEE PLAN FILED IN

PLAN BOOK 635 PAGE 75

34 2 Plan

LAND DISPOSITION AGREEMENT

THIS LAND DISPOSITION AGREEMENT (the "***Agreement***") is made as of the 2nd day of December, 2014, by and between the COMMONWEALTH OF MASSACHUSETTS (the "***Commonwealth***") acting by and through its Division of Capital Asset Management and Maintenance ("***DCAMM***"), and THE TOWN OF MEDFIELD, MASSACHUSETTS (the "***Town***").

WHEREAS, pursuant to Chapter 211 of the Acts of 2014 ("***Authorizing Legislation***"), a copy of which is attached to this Agreement as Exhibit A, the Commissioner of DCAMM (the "***Commissioner***") is authorized to convey to the Town certain property at the former state hospital in Medfield, Massachusetts, more particularly shown as the Laundry Parcel, containing 0.858± acres ("***Laundry Parcel***"), Parcel A, containing 87.298± acres, exclusive of the Laundry Parcel ("***Parcel A***"), and Parcel B, containing 39.877 ± acres ("***Parcel B***") on the plans attached to this Agreement as Exhibit B (collectively, the "***Plan***") (Parcel A, Parcel B and the Laundry Parcel, together with all easements, licenses, permits, agreements, rights-of-way and appurtenances thereto, are sometimes referred to herein collectively as the "***Property***");

WHEREAS, DCAMM and the Town have entered into a memorandum of agreement dated as of December 2, 2014, with the Massachusetts Historical Commission ("***MHC***") entitled "Memorandum of Agreement Regarding Medfield State Hospital" (the "***MHC MOA***"), a copy of which is attached to this Agreement as Exhibit C;

WHEREAS, the Town desires to purchase and possibly redevelop or dispose of the Property upon the terms and conditions set forth in the Authorizing Legislation and the terms, covenants and conditions set forth herein;

WHEREAS, DCAMM and the Town desire to proceed with the sale and purchase of the Property in an expeditious and orderly fashion;

WHEREAS, DCAMM desires to maintain ownership of the Laundry Parcel until it completes certain environmental remediation related thereto; and

WHEREAS, nothing herein is intended to alter the commitments agreed to in that certain July 26, 2013 Settlement and Cooperation Agreement between DCAMM and the Town (the "***Settlement Agreement***");

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, the sufficiency of which is hereby acknowledged, each of them does hereby covenant and agree with the other as follows:

SECTION 1 CONVEYANCE OF THE PROPERTY

(A) Conveyance of the Property. The Commonwealth agrees to sell the Property to the Town and the Town agrees to purchase the Property from the Commonwealth in accordance with the provisions, terms and conditions of the Authorizing Legislation and this Agreement.

(B) Condition of Property. Except as otherwise provided with respect to the "Laundry Parcel Remediation", as defined below in Section 1(C), the Commonwealth and the Town agree that the Property and improvements thereon shall be conveyed to the Town "AS IS", in the condition in which the Property and improvements thereon are in as of the date hereof, reasonable wear and tear excepted, without any warranties or representations whatsoever from DCAMM or the Commonwealth. It is understood and agreed by the Town that, except as specifically provided in Section 2 with respect to the determination of "Net Proceeds" and "Additional Consideration," both as hereinafter defined, neither DCAMM nor the Commonwealth shall be responsible for, nor bear any portion of, the cost of any work on the Property, and that all costs incurred by the Town in connection with its ownership of the Property in accordance with this Agreement shall be borne by the Town.

(C) Laundry Parcel Remediation. Prior to conveyance of the Laundry Parcel to the Town, DCAMM shall achieve and maintain a "Permanent Solution" pursuant to MGL Ch. 21E and 310 CMR 40.0000 (the "***MCP***") and the Special Permit Designation with respect to the Laundry Parcel, such work hereinafter referred to as the "***Laundry Parcel Remediation***". The Laundry Parcel Remediation shall be deemed complete, for purposes of Sections 3(A)(5) and 4(B), upon the filing of a Permanent Solution with No Conditions with the Massachusetts Department of Environmental Protection ("***MassDEP***"), provided, however, that DCAMM will retain responsibility consistent with the MCP and the Special Permit Designation to respond to any audit by MassDEP with respect to the Laundry Parcel Remediation consistent with the Audit Agreement attached hereto as Exhibit K. Following the filing of the Permanent Solution, DCAMM will prepare those portions of the single environmental impact report ("***EIR***") including any "Section 61 findings", required by that certain MEPA Certificate dated April 2, 2010 issued by the Secretary of the Executive Office of Energy and Environmental Affairs ("***EOEEA***") in MEPA File #14448R (the "***Existing MEPA Certificate***"), with respect to the Laundry Parcel Remediation.

SECTION 2 CONSIDERATION

(A) Purchase Price. The consideration to be paid by the Town to the Commonwealth for the conveyance of the Property shall be Three Million One Hundred Thousand Dollars ($3,100,000.00) (the "***Purchase Price***"). The Purchase Price shall be payable upon the conveyance of Parcel A (exclusive of the Laundry Parcel) and Parcel B (collectively, the "***First Disposition Parcel***") to the Town, and shall be paid, in ten (10) annual payments of Three Hundred Ten Thousand Dollars ($310,000.00) each pursuant to Section 20A of Chapter 58 of the General Laws. Notwithstanding the foregoing, the Town may at any time elect to prepay any portion of the Purchase Price remaining unpaid provided the Town gives at least sixty (60) days prior written notice to the Commonwealth.

(B) Additional Consideration. In addition to the Purchase Price, the "Net Proceeds", as hereinafter defined, of any sale or lease of the Property or any portion thereof shall be divided equally by the Town and the Commonwealth, unless the Town has completed any or all of the specified acts entitling the Town to a greater percentage of the Net Proceeds, all as set forth below. The amount of the Net Proceeds, as hereinafter defined, owed to the Commonwealth in

connection with any sale or lease of the Property or any portion thereof is sometimes referred to herein as "***Additional Consideration***".

(1) With respect to the sale or lease by the Town of the First Disposition Parcel or any portion thereof:

(a) The Town shall be entitled to receive Fifty percent (50%) of the Net Proceeds from such sale or lease, and may receive additional amounts as follows:

(i) If the Town sells or leases the First Disposition Parcel, or any portion thereof, on or before the date which is two (2) years after the "First Disposition Parcel Closing Date" as hereinafter defined, the Town shall receive an additional Ten percent (10%) of the Net Proceeds from such sale or lease;

(ii) If the Town sells or leases the First Disposition Parcel, or any portion thereof, on or before the date which is more than two (2) years but less than five (5) years after the First Disposition Parcel Closing Date, the Town shall receive an additional Five percent (5%) of the Net Proceeds from such sale or lease;

(iii) If the Town has completed a report produced by an independent real estate services firm, hired by the Town, to assess the highest and best use of the Property, including, without limitation, regional and local economic analyses (a "***Comprehensive Market Study***") to inform land use decisions including, without limitation, zoning of the First Disposition Parcel, prior to a sale or lease of the First Disposition Parcel or a portion thereof, the Town shall receive an additional Two and one-half percent (2.5%) of the Net Proceeds from such sale or lease and from sales of other portions of the Property subject to the Comprehensive Market Study;

(iv) If the Town has adopted "as of right zoning", so called, for The First Disposition Parcel, or any portion thereof, which requires that The First Disposition Parcel or such portion thereof be used for residential housing of at least four (4) units per acre for single family units and eight (8) units per acre for multifamily units, prior to the sale or lease of The First Disposition Parcel or such portion thereof, the Town shall receive an additional Two and one-half percent (2.5%) of the Net Proceeds from the sale or lease of such portions of The First Disposition Parcel that are subject to such "as of right zoning", provided, that for purposes of this provision, the term "as of right zoning" shall mean that development of housing at the foregoing density may be undertaken with site plan approval, if required, but without the need for a variance or special permit;

(v) If the Town has adopted expedited permitting pursuant to Chapter 43D of the General Laws for The First Disposition Parcel, or any portion thereof, prior to a sale or lease of The First Disposition Parcel or such portion thereof, the Town shall receive an additional Two and one-half percent (2.5%) of the Net Proceeds

from such sale or lease and from sales of other portions of the Property subject to expedited permitting pursuant to Chapter 43D of the General Laws;

(vi) If the Town incorporates relevant elements of the Commonwealth's sustainable development principles (a copy of which is attached hereto as Exhibit D) in the planning for The First Disposition Parcel, or any portion thereof, as evidenced by the completion of a Town-wide Master Plan that includes The First Disposition Parcel, prior to a sale or lease of The First Disposition Parcel or such portion thereof, the Town shall receive an additional Two and one-half percent (2.5%) of the Net Proceeds from such sale or lease and from sales of other portions of the Property subject to said Master Plan .

(b) The Commonwealth shall be entitled to receive the balance of the Net Proceeds in accordance with this Section 2.

(2) With respect to the sale or lease of the Laundry Parcel or any portion thereof, the Town shall be entitled to receive Fifty percent (50%) of the Net Proceeds from such sale or lease, and shall receive additional amounts as set forth in the applicable clauses (i) through (vi) above, provided, however, that additional amounts pursuant to clauses (i) and (ii) shall be determined based on the "Laundry Parcel Closing Date", as hereinafter defined. The Commonwealth shall be entitled to receive the balance of the Net Proceeds in accordance with this Section 2.

(C) For purposes of this section, "***Net Proceeds***" shall be defined as the difference between the gross amount received by the Town from the sale or lease of the Property or any portion thereof and the "Operating Expenses", as hereinafter defined, incurred by the Town (exclusive of the Purchase Price) with respect to the Property prior to the sale or lease of the Property or any portion thereof. "***Operating Expenses***" shall mean reasonable costs and expenses of ownership, maintenance and redevelopment of the Property, including without limitation, costs of redevelopment activities, reasonable capital expenditures, routine security and reasonable and customary operating expenses, costs for repairs, snow removal, groundskeeping and rubbish removal with respect to the Property, costs to demolish buildings on the Property, costs associated with constructing the "Connector Access", as hereinafter defined, if installed by the Town, costs to manage hazardous materials including special wastes, costs of retaining experts to assist the Town in master planning, rezoning and disposing of the Property or portions thereof, including the costs of developing the Town-wide Master Plan referenced in subsection (B)(1)(a)(vi) above, including legal, surveying, design and construction expenses, costs of installing any infrastructure necessary in the judgment of the Town for the redevelopment of the Property, and, if applicable, costs for maintaining the "Parking Lot Access", as hereinafter defined, located on Parcel A-2. Net Proceeds shall be calculated as follows:

(1) the gross amount received by the Town from the sale or lease of Parcel A, the Laundry Parcel, and the 12 acres of Parcel B not subject to the Agricultural Preservation Restriction described in Section 6(A)(6) (collectively, the "***Developable Parcel***"), or any portion thereof, less

(2) an amount equal to:

(a) a pro-rated portion of the total Operating Expenses, based on the total percentage of land area (in acres) of the Developable Parcel sold or leased by the Town as of the date of completion of such sale or lease, less

(b) any Operating Expenses previously recouped by the Town in connection with previous sales or leases of the Developable Parcel.

An example of the calculation of Net Proceeds, provided for illustrative purposes only, is attached to this Agreement as Exhibit E. The Town may include the Operating Expenses of the portion of Parcel B outside the Developable Parcel in its calculation of the Net Proceeds of sales or leases of the Developable Parcel (or any portion thereof) as set forth above, provided, however, that if the Town sells or leases all or a portion of Parcel B outside of the Developable Parcel the pro ration described above will at that time be revised to include such portion of Parcel B sold or leased by the Town in both the numerator and the denominator.

If the Net Proceeds from the sale of the Property or any portion thereof is a negative amount, the Commonwealth and DCAMM shall not be required to make any payments to the Town.

(D) Within thirty (30) days after the end of each calendar quarter following the date of this Agreement, the Town shall submit a report to DCAMM detailing the Operating Expenses incurred by the Town during the preceding calendar quarter which the Town intends to include in determining Net Proceeds. The first such report may include all expenses incurred by the Town with respect to the Property after December 3, 2013. Each such report shall include the amounts spent by the Town, copies of contracts and invoices for the expenditures and such other information as DCAMM may request from time to time. Each such report shall also include the cumulative amount of Operating Expenses which the Town intends to include in determining Net Proceeds from the sale of the Property or any portion thereof. Within thirty (30) business days of its receipt of each such report, DCAMM may notify the Town of any questions it has regarding, or objections it has to, any of the Operating Expenses listed in such report, provided, however that the failure of DCAMM to provide such notice shall be deemed a waiver of DCAMM's right to review and approve such reports or to question the amount of Operating Expenses set forth in such reports and their use in determination of the amount of Net Proceeds.

Not less than twenty (20) business days before the Town's sale or lease of the Property or any portion thereof, the Town shall by written notice (a "***Proposed Additional Consideration Statement***") inform DCAMM of the sale or lease, including, without limitation, the sale or lease price, any Operating Expenses incurred since the Town's most recent report pursuant to this Section 2, the amount of Net Proceeds to be paid to the Commonwealth from such sale or lease and, if applicable, the schedule of payments for the Net Proceeds due to the Commonwealth. Within ten (10) business days of its receipt of such Additional Consideration Statement, DCAMM may notify the Town of any questions it has regarding, or objections it has to any information in the Proposed Additional Consideration Statement, and the Town, if in

agreement, shall revise the Proposed Additional Consideration Statement accordingly (or, if not in agreement, shall meet with representatives of DCAMM to reach a mutually satisfactory resolution (the final revised statement so arrived at is referred to as an "***Additional Consideration Statement***"), provided, however that the failure of DCAMM to provide such notice shall not be deemed a waiver of DCAMM's right to review and approve such Additional Consideration Statement and to receive its share of the Net Proceeds.

(E) At the closing of any sale or lease of the Property, or any portion thereof, by the Town, the Town shall cause, pursuant to the Proposed Additional Consideration Statement, or the Additional Consideration Statement, if one is developed pursuant to the preceding section, the amount of the Additional Consideration owed to the Commonwealth from such sale or lease to be paid directly to DCAMM, as provided herein. In the event the Town enters into a lease for the Property or a portion thereof under which periodic payments are due to the Town over the term of the lease, the Town shall pay the Additional Consideration owed to the Commonwealth via direct payment to DCAMM on the date each such payment is received by the Town. Following its receipt of such Net Proceeds, the Commonwealth shall issue a Certificate Regarding Payment of Additional Consideration substantially in the form attached to this Agreement as Exhibit F ("***Certificate***"), provided, however, that if the Town is in default under any provision of this Agreement, or, there exists any matter which with the giving of notice, the passage of time, or both, would constitute a default, the Commonwealth may withhold a Certificate until such default has been cured

(F) Acceptance of any payment of Additional Consideration by DCAMM or the issuance of any Certificate shall not constitute a waiver of DCAMM's right to receive Additional Consideration if the costs as reported on any Additional Consideration Statement are more than the actual costs incurred by the Town or include amounts not eligible for inclusion in determining the Net Proceeds from any sale or lease of the Property or any portion thereof, unless such amounts were included in a quarterly report submitted by the Town to DCAMM and DCAMM did not timely object to such amounts, or if any amounts paid to the Commonwealth by the Town as Additional Consideration are less than the amounts owed to the Commonwealth pursuant to this Section 2. DCAMM may, at its expense except as otherwise provided below, verify and audit each Additional Consideration Statement within six (6) months after receipt. If such verification and audit demonstrates that the amount of Additional Consideration as set forth in the Additional Consideration Statement was in fact less than ninety percent (90%) of the amount of Additional Consideration actually owed to the Commonwealth, the reasonable costs of such verification and audit shall be at the sole cost and expense of the Town. DCAMM shall give written notice of the results of any such audit to the Town, which notice shall be accompanied by a copy of the audit. The Town shall pay any deficiency in the Additional Consideration, and the reasonable cost of the audit if payable by the Town as provided above, by adding the amount of such deficiency, and the reasonable cost of the audit (if so payable by the Town) to the Additional Consideration payable to the Commonwealth from the next sale or lease of the Property or any portion thereof to occur, provided, however, if no such sale or lease occurs within one (1) year after the date of said notice from DCAMM, DCAMM may make written demand upon the Town and the Town, subject to appropriation, shall pay said amount(s) to DCAMM within sixty (60) days after the date of DCAMM's written demand. The failure of DCAMM to make such demand shall be deemed a waiver of that deficiency. DCAMM's remedies hereunder shall only lie against the Town and

not against any bona-fide purchaser or lessee of the Property or any portion thereof acting in good faith.

(G) In the event the Town leases the Property or a portion thereof and subsequently enters into a new lease for the same premises, or sells the same premises, the provisions of this Section 2 shall be applicable to such subsequent lease or sale.

(H) The provisions of this section shall survive delivery of the Deeds.

SECTION 3. TITLE

(A) Title. The Property shall be conveyed to the Town by a Release Deed subject to:

(1) provisions of the Deed;
(2) provisions of this Agreement and any amendments hereto;
(3) the Town's Surviving Covenants (as defined in Section 6 hereof);
(4) Temporary easements to be retained by DCAMM for remediation and restoration purposes over the following areas: (i) the existing road shown on the Plan running from Hospital Road northerly to the Laundry Parcel and to the boundary line between Parcel A and the parcel shown as "Parcel A-2" ("***Parcel A-2***") on the Plan (the "***Western Access Easement***"), (ii) the existing road shown on the Plan running from the Laundry Parcel easterly and then southerly to the parcel shown as the "Tower Parcel" (the "***Tower Parcel***") on the Plan (the "***Northern Access Easement***") and (iii) over other existing roads on Parcel A as shown on the Plan (the "***Other Easements***") for vehicular and pedestrian ingress and egress to the Laundry Parcel, Parcel A-2 and the Tower Parcel and for water service from the Tower Parcel to Parcel A-2 for the purposes of undertaking certain remediation and restoration work, including the construction of a parking lot (the "***Parking Lot***") and a boat launch (the "***Boat Launch***") on Parcel A-2 pursuant to the Settlement Agreement (the "***Remediation and Restoration Work***") and undertaking the Laundry Parcel Remediation; provided, that the Northern Access Easement and the Other Easements shall terminate upon the recording with the Norfolk Registry of Deeds (the "***Registry***") of a release thereof signed by the Commonwealth within sixty (60) days following the filing with MassDEP of a Permanent Solution With Conditions with respect to the Remediation and Restoration Work and a Permanent Solution With No Conditions with respect to the Laundry Parcel Remediation Work; and, provided further, that the Western Access Easement shall terminate upon the earlier of: (i) the recording with the Registry of a release thereof signed by the Commonwealth following the construction by DCAMM of an access road from Hospital Road to the Parking Lot on Parcel A-2 adjacent to the property line between Parcel A and Parcel A-2 (the "***Parking Lot Access***"), which Parking Lot Access shall be constructed on or before the date which is five (5) years from the date the deed conveying Parcel A and Parcel B to the Town is recorded with the Registry (the "***Recording Date***"), provided, however, that in the event that on or before the date which is two (2) years from the Recording Date, the Town notifies DCAMM in writing that the Town desires to construct, or require a developer to construct, an alternative means of vehicular and pedestrian access to the Parking Lot over Parcel A at no cost to the Commonwealth ("***Alternate Parking Lot Access***") and construction of

such Alternate Parking Lot Access is completed on or before the date which is three (3) years from the Recording Date, then the Western Access Easement shall terminate upon the recording of a release thereof signed by the Commonwealth following the construction of the Alternative Parking Lot Access and the dedication thereof to public access to the Parking Lot; or (ii) the date which is five (5) years after the Recording Date;

(5) Connector Access to be maintained by the Town as described in Section 6(A)(3).

The matters described in subsections (4) and (5) are collectively referred to as the "***Permitted Encumbrances***".

(B) Title. The Property shall be conveyed to the Town by a Release Deed with a right to access the Parking Lot from Parcel A near the Laundry Parcel in such location as shall be mutually acceptable to the Town and DCAMM.

DCAMM agrees that following the expiration of the Western Access Easement pursuant to clause (A)(4) above, DCAMM shall repair and use the "River Road", so-called, located on Parcel A-2 for purposes of accessing and maintaining the "Restoration Area" as described in the Settlement Agreement.

Nothing in this Agreement shall require the Commonwealth to make any efforts to remove any title exception with respect to the Property.

SECTION 4. CLOSING AND CLOSING DOCUMENTS

(A) Closings. The closing of the sale of the First Disposition Parcel to the Town (the "***First Disposition Parcel Closing***") shall occur on December 3, 2014 (as such date may be extended pursuant to the express terms of this Agreement, the "***First Disposition Parcel Closing Date***"), at 11:00 AM at the Norfolk Registry of Deeds, time being of the essence.

(1) At the First Disposition Parcel Closing, the Town shall deliver the following, all in form and substance reasonably satisfactory to DCAMM:

(a) Any documents required by the Commonwealth's Department of Revenue in the event the Town elects to pay the Purchase Price in ten (10) annual payments of Three Hundred Ten Thousand Dollars ($310,000.00) each pursuant to Section 20A of Chapter 58 of the General Laws;

(b) A completed and executed Disclosure Statement in the form attached to this Agreement as Exhibit G;

(c) An executed MEPA Agreement in the form attached to this Agreement as Exhibit H; and

(d) An opinion of counsel, acceptable to DCAMM addressed to DCAMM and the Commonwealth, that the Town has the legal right, power and authority to enter into this

Agreement and any other closing documents and perform all of its obligations hereunder and thereunder, and that the individuals executing this Agreement and any other closing documents have been duly authorized after all requisite action of the Town to execute the same on behalf of, and to bind, the Town.

(2) At the First Disposition Parcel Closing, DCAMM shall deliver the following, all in form and substance reasonably satisfactory to the Town:

(a) A countersigned MEPA Agreement in the form attached to this Agreement as Exhibit H; and

(b) A deed substantially in the form attached to this Agreement as Exhibit I.

In the event that the Town does not purchase The First Disposition Parcel on or before December 31, 2015, DCAMM may terminate this Agreement and dispose of The First Disposition Parcel, the Laundry Parcel or both, pursuant to Section 5 of the Authorizing Legislation.

(B) If the Town has previously purchased The First Disposition Parcel pursuant to this Agreement, DCAMM shall give written notice to the Town when the Laundry Parcel is available for sale within ninety (90) days after the filing with MassDEP of a Permanent Solution with respect to the Laundry Parcel Remediation. The closing of the sale of the Laundry Parcel to the Town (the "***Laundry Parcel Closing***") shall be not more than sixty (60) calendar days after such notice DCAMM (as such date may be extended pursuant to the express terms of this Agreement, the "***Laundry Parcel Closing Date***"), at 10:00 AM at the Norfolk Registry of Deeds, time being of the essence.

(C) At the Laundry Parcel Closing, the Town shall deliver the documents described in items (b), (c) and (d) of subsection (A)(1) of this Section 4 with respect to the Laundry Parcel, all in form and substance reasonably satisfactory to DCAMM, and DCAMM shall deliver the documents described in items (a) and (b) of subsection (A)(2) of this Section, with respect to the Laundry Parcel, together with (i) a copy of the Permanent Solution filed with MassDEP with respect to the Laundry Parcel Remediation and (ii) an executed audit agreement in the form attached hereto as Exhibit K.

(D) On their respective Closing Dates, the Commonwealth shall deliver possession of The First Disposition Parcel and of the Laundry Parcel subject, however, to the Permitted Encumbrances. The Commonwealth shall not be required to make any efforts to remove any persons in possession of the Property, but may elect to do so in its sole and absolute discretion, in which event the applicable Closing Date shall be extended for a period of thirty (30) days. If, on the applicable Closing Date, as such date may be extended in accordance with the preceding sentence, the Commonwealth is unable to deliver possession of the Property free of parties in possession other than pursuant to any Permitted Encumbrances, the Town may, by notice to DCAMM, elect either to purchase the Property subject to such parties in possession without reduction in the Purchase Price or to terminate this Agreement.

(E) The Town shall be responsible for all costs including, but not limited to, appraisals, surveys, plans, recording fees, Massachusetts documentary stamp taxes (if required), and any other expenses relating to the conveyance of the Property to the Town pursuant to this Agreement.

SECTION 5. INFORMATION AND ACCESS

At the request of DCAMM, the Town shall, from time to time provide DCAMM with updates regarding the redevelopment of the Property. The provisions of this section shall survive delivery of the Deed.

SECTION 6 TOWN'S SURVIVING COVENANTS

(A) The Town covenants and agrees to be bound by the following Surviving Covenants (collectively, together with all other provisions of this Agreement that by their terms survive the conveyance of the Property, the "***Town's Surviving Covenants***"):

(1) The Town shall pay the Additional Consideration to the Commonwealth in the amounts and in the manner set forth in this Agreement.

(2) The Town shall allow DCAMM to draw water from the existing water tower or its replacement on the Tower Parcel without interruption until the completion of the Remediation and Restoration Work, as evidenced by a release of the Northern Access Easement signed by DCAMM and recorded with the Registry pursuant to Section 3(A)(5). Such withdrawal shall be on terms mutually acceptable to DCAMM and the Town's Water and Sewer Department.

(3) The Town will allow continued access by the general public for the purpose of crossing between A-1 and A-2 in a manner consistent with the use of the Property, provided that if the Town transfers the Property for redevelopment, the Town will ensure that this access is preserved ("***Connector Access***"). The Connector Access will allow pedestrian crossing between A-1 and A-2 and if located adjacent to Hospital Road will be marked a safe distance therefrom.

(4) The Town will maintain the Western Access Easement, the Parking Lot Access, or Alternate Parking Lot Access, as applicable, at no cost to the Commonwealth. If the Parking Lot Access is constructed on Parcel A-2, the Commonwealth shall grant a license to the Town to allow the Town access to Parcel A-2 for purposes of performing maintenance on the Parking Lot Access and to allow the Town to install a gate to the Parking Lot Access for purposes of regulating access thereto, at the Town's expense. Except as provided in the previous sentence, the Town shall have no responsibility for costs related to Parcel A-2.

(5) Any redevelopment of the Property shall be carried out in accordance with the guidelines of the MHC MOA as the same may be amended from time to time, or as otherwise acceptable to MHC.

(6) The Town shall restrict development on Parcel B to approximately 12 acres of Parcel B. Prior to disposition or redevelopment of any portion of Parcel B and in any event no later than two (2) years after the conveyance of Parcel B to the Town, the Town shall place an Agricultural Preservation Restriction upon the remainder of Parcel B, containing approximately 27.877 acres, in accordance with the provisions of the letter dated December 16, 2008 from the Massachusetts Department of Agricultural Resources, a copy of which is attached to this Agreement as Exhibit J.

(7) On or before the date which is one (1) year after the conveyance of Parcel A and Parcel B to the Town, the Town shall place an Agricultural Preservation Restriction upon the property known as the "Holmquist Property" in accordance with the provisions of said letter from the Massachusetts Department of Agricultural Resources.

(8) The Town shall comply and shall require any purchaser of the Property or any portion thereof to comply with the Massachusetts Environmental Policy Act ("***MEPA***"). With respect to the MEPA Certificate dated April 2, 2010 issued by the Secretary of the Executive Office of Energy and Environmental Affairs ("***EOEEA***") in MEPA File #14448R (the "***Existing MEPA Certificate***"), the Town or any purchaser of the Property or any portion thereof shall become the successor proponent relative to those portions of the Existing MEPA Certificate that relate to redevelopment of the Property, it being understood and agreed that DCAMM will continue to be responsible with respect to those portions of the Existing MEPA Certificate that relate to the Remediation and Restoration Work and the Laundry Parcel Remediation.

(9) The Town shall comply with all provisions of this Agreement that survive the Closing.

(B) Survival/Enforcement. The Town's Surviving Covenants and agreements set forth in Section 6(A)(4) – (7) above shall, unless provided otherwise in this Agreement, survive in perpetuity and shall be for the benefit of and in favor of the land included within the Property and also shall be enforceable by the owners of any portion of such Property from time to time. The Deed shall include (or incorporate by reference) all of the Town's Surviving Covenants and all of the Town's Surviving Covenants shall run with, and shall touch and concern, the land, and shall be binding upon the Town (for so long as it owns any portion of the Property, except with respect to covenants which are personal to the Town), its heirs, successors, assigns, agents and legal representatives and anyone having an interest in the Property, shall continue to be effective whether or not they are included in the Deed, and shall be enforceable by the Commonwealth, as covenants running with the land without regard to technical classification or designation, legal or otherwise. In furtherance and not in limitation of the foregoing, in the event that the Town does not

establish the Agricultural Preservation Restriction on Parcel B or the "Holmquist Property" in accordance with clause (A)(6) and (7), respectively, above or require a purchaser of Parcel B or the "Holmquist Property" to do the same, the Commonwealth may cause title to Parcel B to revert to the Commonwealth by (i) giving written notice to the Town which notice shall state that if the Town does not establish said Agricultural Preservation Restriction within ninety (90) days of said notice, the Commonwealth may record with the Norfolk Registry of Deeds a notice stating that title to Parcel B has reverted to the Commonwealth. Upon satisfaction by the Town of the Town's Surviving Covenants set forth in Section 6(A)(6) or (7), DCAMM agrees, at the request and expense of the Town, to execute a certificate acknowledging satisfaction of such covenant(s), which certificate(s) the Town may record with the Registry.

SECTION 7 ENVIRONMENTAL MATTERS

(A) DCAMM represents that it has made all reasonable due diligence efforts to obtain records and information relevant to the environmental condition of the Property from Commonwealth agencies responsible for the care and custody of the Property during the Commonwealth's ownership thereof, and has provided to the Town all such information and reports so obtained by DCAMM. Except with respect to the identified known environmental conditions subject to the Remediation and Restoration Work and the Laundry Parcel Remediation effective as of the First Disposition Parcel Closing Date and to the extent allowed by applicable law, Town for itself and for its present and future interest holders and beneficiaries, officers, partners, directors, and successors, and for their respective successors, heirs and assigns, including without limitation each present and future buyer, ground lessee, and tenant of all or any portion or interest in the Property (collectively, Town and such other persons are referred to herein as the "***Releasing Parties***"), hereby remises, releases and forever discharges DCAMM and the Commonwealth and the respective heirs, successors, and assigns of each of them and any person or entity that heretofore held any interest in or otherwise has legal liability on account of its ownership or operation of the Property or any abutting property ("***Released Parties***") of, to, and from all "Claims" (as hereinafter defined) that the Releasing Parties, or any of them, may have from time to time, to the extent such claims arise out of, are connected with, or in any way relate to any "Hazardous Materials" (as hereinafter defined) that have existed or exist as of the First Disposition Property Closing Date on the First Disposition Parcel or Hazardous Materials migrating onto the First Disposition Parcel from any abutting property or from the First Disposition Parcel to any abutting property. In addition, as of the Laundry Parcel Closing Date, the Releasing Parties shall remise, release and forever discharge the Released Parties of, to, and from all Claims, as hereinafter defined, that the Releasing Parties, or any of them, may have from time to time, to the extent such claims arise out of, are connected with, or in any way relate to any "Hazardous Materials" (as hereinafter defined) that have existed or exist as of the Laundry Parcel Closing Date on the Laundry Parcel or Hazardous Materials migrating onto the Laundry Parcel from any abutting property or from the Laundry Parcel to any abutting property (all such claims with respect to the entire Property are hereinafter referred to as the "***Released Claims***"). Without limiting the generality of the foregoing release and as further clarification of the above, the Town, for itself and for each of the other Releasing Parties, acknowledges and agrees that the Released Claims released hereunder shall further include any and all Claims that the Releasing Parties, or any of them, may hereafter have against the Released Parties or any of them with respect to

any migration or threatened migration onto, within or from the Property, at any time in the future, or any Hazardous Materials that exist as of the Closing Date on the Property and any abutting property. Each Releasing Party also agrees that such Releasing Party will not institute any action, suit, or proceeding, and will not implead, join, seek contribution or indemnification from, or otherwise involve any Released Party in any action, suit, or proceeding which has been or could be brought by or against any of the Releasing Parties to the extent the same relates to or arises out of any Released Claim.

As used herein, the term "***Claims***" means all demands, actions, causes of action, suits, proceedings, covenants, contracts, agreements, damages, claims, counterclaims, third-party claims, cross-claims, contributions claims, indemnity claims, executions, judgments, losses, penalties, obligations, and liabilities whatsoever, of every name, kind, type, nature or description, in law or in equity, arising under federal, state or local law or other statute, law, regulation or rule of any kind, whether known, unknown, direct, indirect, absolute, contingent, disclosed, undisclosed or capable or incapable of detection.

As used herein, the term "***Hazardous Materials***" means and includes any and all material(s) or substance(s) defined or treated in any federal, state, or local law, statute, regulation, ordinance, order, by-law, code, or requirement, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601, et seq., as amended ("***CERCLA***") (and its implementing regulations), the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901, et seq., as amended ("***RCRA***") (and its implementing regulations), the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, M.G.L. c. 21E (and its implementing regulations), and the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C (and its implementing regulations), as posing potential risk to persons, property, public health, safety, or welfare or the environment or dangerous, toxic or hazardous, including without limitation any and all pollutants, contaminants, chemicals, wastes, lead paint, urea formaldehyde, polychlorinated biphenyls, asbestos, radioactive materials, explosives, carcinogens, oil, petroleum, petroleum products and any and all other wastes, materials, and substances which could lead to any liability, costs, damages, and/or penalties under any "Legal Requirements" (as hereinafter defined). The term "***Legal Requirements***" shall mean all past, present or future federal, state or local laws, rules, codes or regulations, or any judicial or administrative interpretation thereof, including, without limitation, all orders, decrees, judgments and rulings imposed through any public or private enforcement proceedings, relating to Hazardous Materials or the existence, use, discharge, release, containment, transportation or disposal thereof. The parties agree that the foregoing language is solely to define the parties' respective rights and liabilities to each other.

(B) Survival. The covenants set forth in this Section 7 shall survive the Closing.

SECTION 8 THE TOWN'S REPRESENTATIONS AND WARRANTIES

(A) The Town represents and warrants, and is delivering herewith an opinion of its legal counsel, that the Town has the legal right, power and authority to enter into and perform all of its obligations under this Agreement and the documents to be delivered by the Town pursuant to Section 4, and that the individuals executing this Agreement and such

documents have been duly authorized after all requisite action of the Town to execute the same on behalf of, and to bind, the Town.

(B) The Town represents and warrants that the execution of this Agreement and compliance with its terms will not conflict with or result in a breach of any agreement, contract, law, judgment, order, writ, injunction, decree, rule or regulation of any court, administrative agency or other governmental authority of which the Town has knowledge or notice, or any other agreement, document or instrument by which the Town is bound. The Town further represents and warrants that there are no claims, lawsuits or proceedings pending in any court or government agency the outcome of which could materially and adversely affect the Town's ability to perform its obligations under this Agreement.

(C) The Town acknowledges and agrees that the Town has not been influenced to enter into this transaction nor has it relied upon any representations or warranties of DCAMM whatsoever with respect to the Property.

(D) All of the provisions of this Section 8 shall survive the Closing or earlier termination of this Agreement.

SECTION 9 LIABILITY AND INDEMNIFICATION

(A) No official, employee, agent or consultant of the Commonwealth or DCAMM shall be personally liable to the Town, or to any successor in interest or person claiming through the Town, in the event of any default or breach of this Agreement, or for any amount which may become due or on any claim, cause of action or obligation whatsoever under the terms of this Agreement. All claims against the Commonwealth or DCAMM shall be governed by the provisions of this Agreement and Chapter 258 of the Massachusetts General Laws. No officer, member, manager, director, employee, agent or consultant of the Town shall be personally liable to the Commonwealth, or to any successor in interest or person claiming through the Commonwealth, in the event of any default or breach of this Agreement, or for any amount which may become due or on any claim, cause of action or obligation whatsoever under the terms of this Agreement.

(B) Subject to direction pursuant to M.G.L. Chapter 12, Section 3, the Town (to the extent permitted by law) agrees to indemnify, protect and hold harmless the Commonwealth, DCAMM and their respective officials, employees, agents and consultants (collectively, the "***Indemnitees***") from and against, and reimburse the Indemnitees for, any and all obligations, claims, demands, causes of action, liabilities, losses, damages, judgments, penalties, brokerage commissions, finder's fees, costs and expenses (collectively, the "***Indemnification Claims***"), including reasonable attorney's fees and expenses, which may be imposed upon, asserted against or incurred or paid by any of the Indemnitees, or for which any of the Indemnitees may become liable, by reason or account of any actions or omissions of Town or its officials, employees, agents and consultants in connection with the Property, except for any Indemnification Claims caused solely by any negligence of the Indemnitees. In amplification of the parenthetical clause "(to the extent permitted by law)," it is the Town's position that Section 7 of Article 2 of the Amendments to the Constitution of the Commonwealth of Massachusetts precludes the Town from providing indemnification.

(C) The parties agree that the foregoing language is solely to define the parties' respective rights and liabilities as to each other and not to remove any statutory limitation on liability to third parties to which party is entitled or otherwise to expand said third-party liability.

(D) All of the provisions of this Section 9 shall survive the Closing or earlier termination of this Agreement.

SECTION 10 DEFAULT; REMEDIES

If the Town fails to perform hereunder, including without limitation by defaulting under the Town's Surviving Covenants set forth in Section 6 hereof, except where such failure to perform is due to the failure of the Commonwealth to perform its obligations hereunder, DCAMM may give written notice to the Town of any such default, and except in the event of an emergency, the Town shall have a sixty (60) day cure period beginning on the date of DCAMM's notice to cure such default, unless such default consists of Town's failure to close on the First Disposition Parcel Closing Date or the Laundry Parcel Closing Date, in which case there shall be no cure period. If the Town fails to cure such default within such specified grace period (as such period may be reasonably extended by DCAMM's written agreement for matters that cannot be cured within such time so long as the Town commences within such cure period and thereafter diligently and continuously prosecutes such cure to completion), then DCAMM, by reason of such default, may, if such default consists of a default with respect to any obligations of the Town which survive the Closing, exercise any rights and remedies hereunder, or may, if such default consists of Town's failure to close at the time and in the manner set forth herein or consists of any other failure with respect to Town's obligations to be performed hereunder prior to or on the Closing Date, terminate this Agreement, provided, however, that such remedies shall only lie against the Town and not against any bona-fide purchaser or lessee acting in good faith.

SECTION 11 MISCELLANEOUS

(A) The Commonwealth shall, with reasonable promptness, but in no event less than thirty (30) days after receipt of a written request therefor by the Town, any mortgagee, lessee or purchaser or lessee of the Property or a portion thereof, which request has been made in connection with the sale of the Property or any portion thereof by the Town, provide a certificate in writing stating that, to DCAMM's actual knowledge, this Agreement, or any particular section hereof or exhibit hereto specified by the requesting party, is in full force and effect and unmodified, or stating in what respects the Agreement is no longer in force and effect or has been modified, and whether or not DCAMM has actual knowledge of any default of the Town under this Agreement and, if so, in what respects. In providing such certificate, the Commonwealth shall have the right to receive and rely upon a certificate from the Town as to the Town's compliance with this Agreement, and the Commonwealth's certification shall provide that the Commonwealth shall not be estopped from exercising its rights in the event that the Town's certification is materially incomplete, untrue or misleading when given.

(B) If any provision of this Agreement is held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and the remaining provisions shall continue in full force and effect.

(C) The acceptance of a Deed to the Property by the Town shall be deemed to be a full performance by DCAMM and the Commonwealth and shall discharge every agreement and obligation of DCAMM or the Commonwealth herein contained and expressed, except such as are, by the terms hereof, to survive the Closing

(D) Neither the Town nor the Commonwealth shall be considered in breach of the duties or obligations required to be performed by it pursuant to this Agreement in the event of delay in the performance of such obligations due to acts of God, acts of the public enemy, governmental interference, court orders, requisitions or orders of government bodies or authorities, requirements under any statute, law, rule, regulation or similar requirement of a government authority which shall be enacted or shall arise following the date of this Agreement, casualties, fires, floods, epidemics, labor disputes, strikes, unusual and severe weather conditions, unavailability of labor or materials, delays in obtaining insurance proceeds, insurrection, riot, civil commotion, lock-out, or any other unforseeable event, the occurrence of which would prevent or preclude either the Town or the Commonwealth from fully and completely carrying out and performing its obligations under this Agreement (collectively, "***Force Majeure***") and the time for performance shall be extended for the period of delay from such cause or causes; provided, however, that the period of the extension and the reasons therefor shall be in writing signed by both parties, and provided that the party seeking the benefit of the provisions of this Section shall, within thirty (30) days after the beginning of any such delay, have first notified the other party thereof in writing stating the cause or causes thereof and requesting an extension for the period of the delay.

(E) Any caption on any section of this Agreement is inserted for convenience or reference only and shall be disregarded in construing or interpreting any of its provisions.

(F) This Agreement is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, and may be cancelled, modified or amended only by written instrument executed by the parties.

(G) Time is of the essence of this Agreement, and the parties hereto shall diligently, promptly and punctually perform the obligations required to be performed by each of them. If any date or end of a period for performance by the Town or the Commonwealth under this Agreement falls or expires on a Saturday, Sunday or legal holiday in the Boston offices of the Commonwealth, said date or period shall be deemed to fall or expire on the first succeeding business day in the Boston offices of the Commonwealth after said Saturday, Sunday or holiday.

(H) The Commonwealth shall have the right to institute any such actions or proceedings as it deems desirable for effectuating the purposes of this Agreement, and no delay or omission by the Commonwealth in exercising such rights occurring upon any default or noncompliance by the Town under this Agreement shall impair any such rights or be

construed to be a waiver thereof. A waiver by the Commonwealth of any of the terms, covenants, conditions or agreements hereof to be performed by the Town shall be in writing and shall not be construed to be a waiver of any succeeding breach thereof or of any other term, covenant, condition or agreement herein contained.

(I) This Agreement and every provision herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, legal representatives and agents.

(J) Unless the context otherwise indicates, references herein to the "Commonwealth" shall mean The Commonwealth of Massachusetts acting by and through DCAMM.

(K) The Commonwealth and the Town each represent to the other, and the Town warrants to the Commonwealth with respect to the Town's dealings, that they have not dealt with any person that would be entitled to a brokerage commission, finder's fee or other similar compensation in connection with the sale of the Property. The provisions of this subsection shall survive the Closing or earlier termination of this Agreement.

(L) In the event of any conflict between the terms and provisions of this Agreement and the terms and provisions of the Authorizing Legislation, the terms and provisions of the Authorizing Legislation shall control.

(M) This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed shall constitute an original, but all of which together shall constitute one and the same instrument.

SECTION 12 NOTICES AND DEMANDS

Any notice, request, or other communication under this Agreement shall be in writing and shall be given by either party or their respective attorneys (i) by delivery in hand or by express courier service; (ii) by registered or certified mail, return receipt requested; or (iii) by nationally-recognized overnight courier service:

to the Town: Town of Medfield
459 Main Street
Medfield, MA 02052
Attention: Town Manager

with a copy to:

Town of Medfield
459 Main Street
Medfield, MA 02052
Attention: Town Counsel

And

Margaret R. Stolfa, Esq.
LeClairRyan
One International Place, 11th Floor
Boston, MA 02110

to the Commonwealth or DCAMM:

Division of Capital Asset Management and Maintenance
One Ashburton Place
Boston, Massachusetts 02108
Attention: Commissioner

with a copy to:

Division of Capital Asset Management and Maintenance
One Ashburton Place
Boston, Massachusetts 02108
Attention: General Counsel

or at such other address as the party to be notified may have designated hereafter by notice in writing to the other party. Notices given pursuant to (i) above shall be deemed given when received. Notices given pursuant to (ii) above shall be deemed given five (5) days after being deposited in the United States Mail, postage prepaid, return receipt requested. Notices given pursuant to (iii) above shall be deemed given on the first day other than a Saturday, Sunday or legal holiday after being delivered to the courier service before the cut off time of such service for overnight delivery.

WITNESS the execution hereof under seal as of the day and year first above written.

COMMONWEALTH OF MASSACHUSETTS acting by and through its Division of Capital Asset Management and Maintenance

with a copy to:

Division of Capital Asset Management and Maintenance
One Ashburton Place
Boston, Massachusetts 02108
Attention: General Counsel

or at such other address as the party to be notified may have designated hereafter by notice in writing to the other party. Notices given pursuant to (i) above shall be deemed given when received. Notices given pursuant to (ii) above shall be deemed given five (5) days after being deposited in the United States Mail, postage prepaid, return receipt requested. Notices given pursuant to (iii) above shall be deemed given on the first day other than a Saturday, Sunday or legal holiday after being delivered to the courier service before the cut off time of such service for overnight delivery.

WITNESS the execution hereof under seal as of the day and year first above written.

COMMONWEALTH OF MASSACHUSETTS acting by and through its Division of Capital Asset Management and Maintenance

By: _____
Carole Cornelison, Commissioner

TOWN OF MEDFIELD, MASSACHUSETTS

By: _____
Name _____
Title: _____

By: _____
Name _____
Title: _____

By: _____
Name _____
Title: _____

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss

On this 2 day of December, 2014, before me, the undersigned notary public, personally appeared the above-named Carole Cornelison, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose, as Commissioner of the Division of Capital Asset Management and Maintenance of the Commonwealth of Massachusetts.

MARVA J. RUOT
Notary Public
Commonwealth of Massachusetts
My Commission Expires
June 8, 2018

(official signature and seal of notary)
Name: MARVA RUOT
My commission expires: 6/8/18

COMMONWEALTH OF MASSACHUSETTS

Norfolk County, ss

On this ___ day of December, 2014, before me, the undersigned notary public, personally appeared the above-named _____, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose, as _____ of the Town of Medfield, Massachusetts.

(official signature and seal of notary)
Name: _____
My commission expires:_____

By:_____
Carole Cornelison, Commissioner

TOWN OF MEDFIELD, MASSACHUSETTS

By:_____
Name OSLER L. PETERSON
Title: CHAIR, BD. OF SELECTMEN

By:_____
Name Richard P. DeSorgher
Title: Clerk, Board of Selectmen

By:_____
Name MARK L. FISHER
Title: TOWN MANAGER, BOARD OF SELECTMEN

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss

On this ___ day of December, 2014, before me, the undersigned notary public, personally appeared the above-named Carole Cornelison, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose, as Commissioner of the Division of Capital Asset Management and Maintenance of the Commonwealth of Massachusetts.

_____
(official signature and seal of notary)
Name: _____
My commission expires: _____

COMMONWEALTH OF MASSACHUSETTS

Norfolk County, ss

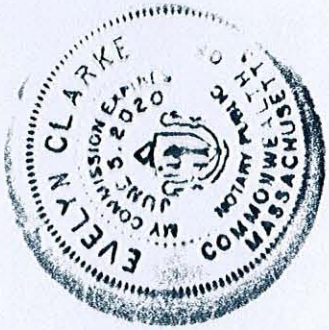
On this 2nd day of December, 2014, before me, the undersigned notary public, personally appeared the above-named O. L. Peterson, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose, as SELECTMAN of the Town of Medfield, Massachusetts.

Evelyn Clarke

(official signature and seal of notary)

Name: EVELYN CLARKE

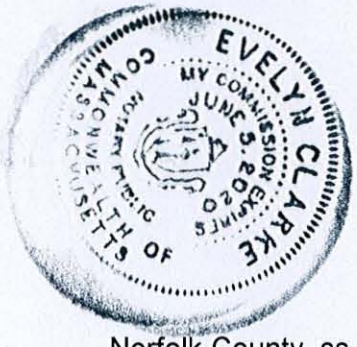
My commission expires: 6/5/2020



COMMONWEALTH OF MASSACHUSETTS

Norfolk County, ss

On this 2nd day of December, 2014, before me, the undersigned notary public, personally appeared the above-named R.P. DeSorgher, proved to me through satisfactory evidence of identification, which was Known to me, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose, as SELECTMAN of the Town of Medfield, Massachusetts.



Evelyn Clarke
(official signature and seal of notary)
Name: EVELYN CLARKE
My commission expires 6/5/2020

COMMONWEALTH OF MASSACHUSETTS

Norfolk County, ss

On this 2nd day of December, 2014, before me, the undersigned notary public, personally appeared the above-named M.L. FISHER, proved to me through satisfactory evidence of identification, which was Known to me, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose, as SELECTMAN of the Town of Medfield, Massachusetts.

Evelyn Clarke
(official signature and seal of notary)
Name: EVELYN CLARKE
My commission expires 6/5/2020

Exhibit A

Chapter 211 of the Acts of 2014

AN ACT AUTHORIZING THE COMMISSIONER OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE TO CONVEY CERTAIN PARCELS OF LAND IN THE TOWN OF MEDFIELD

Whereas, The deferred operation of this act would tend to defeat its purpose, which is to provide forthwith for the conveyance of land in the town of Medfield, therefore it is hereby declared to be an emergency law, necessary for the immediate preservation of the public convenience.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same as follows:

SECTION 1. Notwithstanding sections 32 to 37, inclusive, of chapter 7C of the General Laws, chapter 269 of the acts of 2008 or any other general or special law to the contrary, the commissioner of capital asset management and maintenance may convey certain parcels of land located at the former Medfield State Hospital to the town of Medfield. The parcels are shown as parcel A and parcel B on a plan entitled "Compiled Plan of Land, Medfield State Hospital, Medfield, Massachusetts, prepared for Division of Capital Asset Management", dated June 14, 2005, prepared by Judith Nitsch Engineering, Inc., on file with the division of capital asset management and maintenance. The exact location and boundaries of the parcels to be conveyed shall be determined by the commissioner, in consultation with the town of Medfield. The use of the parcels to be conveyed to the town shall not be restricted to use for municipal or other specific purposes; provided, however, that the town may so restrict the parcels at a later date, in accordance with any applicable general and special laws. The parcels shall be conveyed by deed without warranties or representations by the commonwealth.

SECTION 2. As consideration for the conveyance of the parcels described in section 1, the town of Medfield shall pay the commonwealth an amount equal to certain costs related to the closure of the former state hospital in Medfield including, but not limited to, the costs of removing combustible materials, disconnecting certain utilities and otherwise closing those buildings located on the parcels conveyed, routine security and other capital expenditures and operating expenses incurred by the commonwealth in preparation for or following the closure of the former state hospital, as determined by the commissioner and agreed to by the town. The town of Medfield may pay the amount so determined by the commissioner and agreed to by the town upon its purchase of the parcels described in section 1 or the town may pay the amount so determined in 10 annual payments pursuant to section 20A of chapter 58 of the General Laws. If the town's payment of consideration pursuant to this section so requires, the town may seek voter approval pursuant to subsection (k) of section 21C of chapter 59 of the General Laws.

SECTION 3. In the event that the town of Medfield sells or leases any portion of the parcels described in section 1, the net proceeds from such sale or lease as determined by the town and agreed to by the commissioner, shall be allocated between the town of Medfield and the commonwealth in equal shares; provided, however, that the commissioner may agree to reduce the share of the commonwealth's proceeds to not less than 30 per cent of net proceeds in order to provide certain incentives to the town of Medfield to sell or lease any of the parcels described in section 1 expeditiously or to facilitate the development of some or all of the parcels in accordance with smart growth principles promulgated from time to time by the governor and the secretary of energy and environmental affairs. In the event that the net proceeds, as so determined, is a negative amount, the commonwealth shall not be required to make any payments to the town of Medfield.

SECTION 4. Notwithstanding any general or special law to the contrary, the town of Medfield shall pay for all costs and expenses of the transactions authorized in this act as determined by the commissioner including, but not limited to, the costs of any recording fees and deed preparation related to the conveyances and for all costs, liabilities and expenses of any nature and kind related to the town's ownership of the parcels; provided, however, that such costs shall be included for the purposes of determining the net proceeds of the town's sale or lease of any portion of the parcels described in section 1. Amounts paid by the town of Medfield pursuant to section 2 shall not be included for the purposes of determining the net proceeds from a sale or lease.

SECTION 5. Notwithstanding chapter 269 of the acts of 2008 or any other general or special law to the contrary, parcels A-1 and A-2, as shown on the plan referenced in section 1 shall be maintained as open space or used for agricultural and passive recreation purposes, subject to those subsurface utility easements on parcel A-1 serving the town's water system. Notwithstanding the foregoing, but subject to such subsurface utility easements, the commissioner of capital asset management and maintenance may transfer the care and custody of parcels A-1, A-2 and C, or portions thereof, to the department of conservation and recreation for open space and passive recreation purposes. Such transfer shall be without consideration and shall not be subject to chapter 7C of the General Laws.

SECTION 6. (a) In the event that the town of Medfield does not complete its purchase of the property described in section 1 on or before December 31, 2015, then notwithstandingsections 33 to 38, inclusive, of chapter 7C of the General Laws or any other general or special law to the contrary, the commissioner may sell, lease for terms of up to 99 years, including all renewals and extensions, or otherwise grant, convey or transfer to purchasers or lessees an interest in the property described in section 1 or portions thereof, subject to this section and on such terms and conditions that the commissioner considers appropriate; provided, however, that the purchase by the town of Medfield shall be considered complete upon the transfer of title to the parcels described in section 1 to the town. The commissioner shall dispose of the property, or portion thereof, using appropriate competitive bidding processes and procedures. At least 30 days before the date on which bids, proposals or other offers to purchase or lease a property, or any portion thereof, are due, the commissioner shall place a notice in the central register published by the state secretary pursuant to section 20A of chapter 9 of the General Laws stating the availability of the property, the nature of the competitive bidding process and other information that the commissioner considers relevant, including the time, place and manner for the submission of bids and proposals and the opening of the bids or proposals.

(b) Notwithstanding any general or special law to the contrary, the grantee or lessee of all or any portion of the property described in section 1 and subject to this section shall be responsible for costs and expenses including, but not limited to, costs associated with deed preparation and recording fees related to the conveyances and transfers authorized in this section as such costs may be determined by the commissioner.

(c) No agreement for the sale, lease, transfer or other disposition of the property described in section 1 and subject to this section, or any portion thereof, and no deed executed by or on behalf of the commonwealth, shall be valid unless the agreement or deed contains the following certification, signed by the commissioner:

"I, the undersigned commissioner of capital asset management and maintenance, hereby certify under penalties of perjury that I have fully complied with the relevant provisions of general and special laws in connection with the property described in this document."

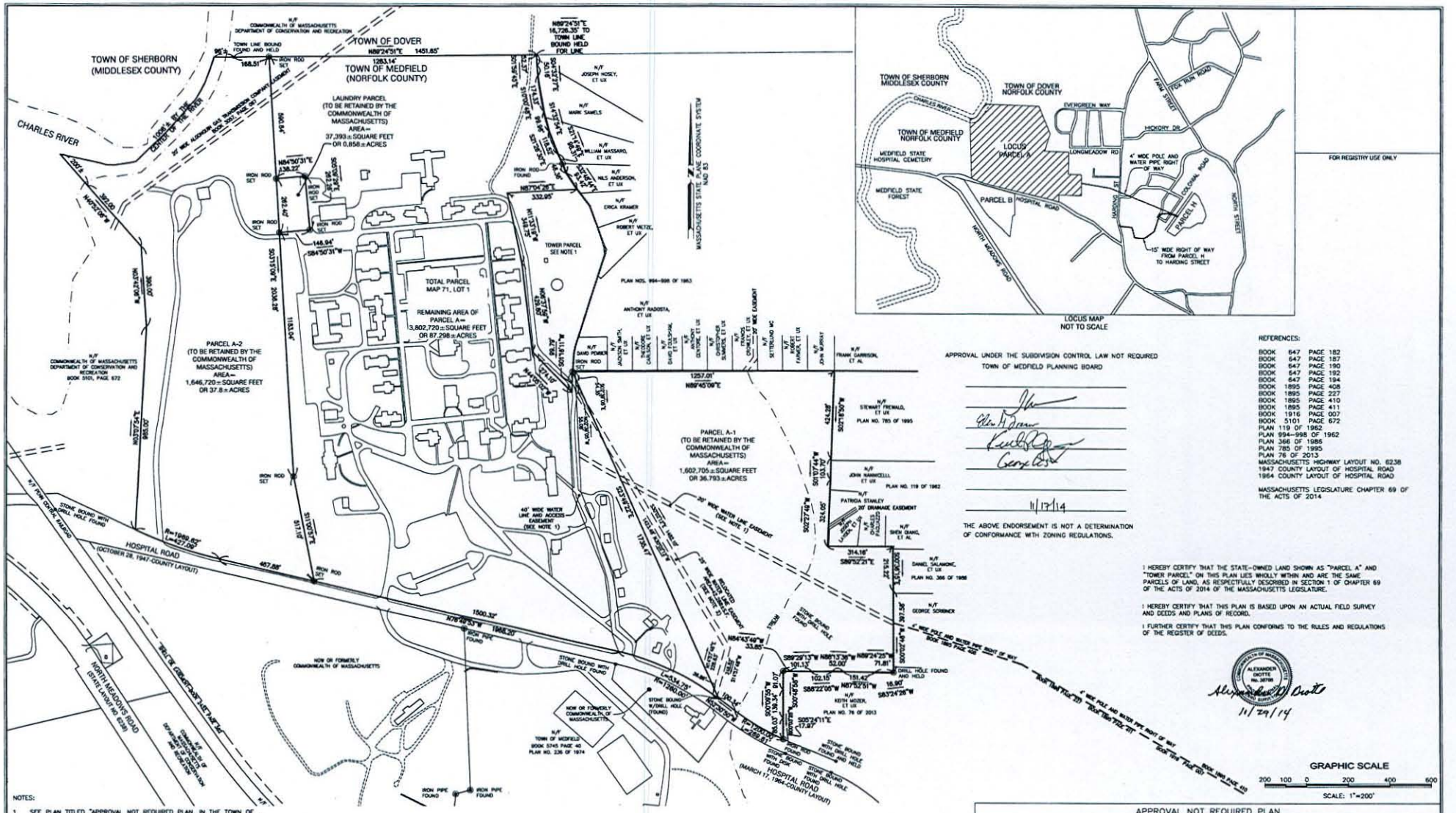
SECTION 7. In any disposition pursuant to section 1 or section 6, the commissioner may retain, accept or acquire by purchase, transfer, lease, eminent domain pursuant to chapter 79 of the General Laws or otherwise and may grant by deed, transfer, lease or otherwise any rights-of-way or easements in, over or beneath any parcel or any portion thereof or any other portions of the former Medfield State Hospital, as the commissioner deems necessary and appropriate for the continued access to, egress from and use of portions of the former Medfield State Hospital including, without limitation, parcels A-1 and A-2, by the general public or other state agencies or to carry out this act; provided however that in any disposition pursuant to section 1, such retention, acceptance, acquisition, or grant of any rights-of-way or easements

in, over or beneath parcels A or B shall be subject to the approval of the town of Medfield.

SECTION 8. Sections 1 to 4, inclusive, shall take effect in the town of Medfield upon their acceptance by a majority vote of the board of selectmen of the town of Medfield but not otherwise.

Exhibit B

Plan



NOTES:

1. SEE PLAN TITLED "APPROVAL NOT REQUIRED PLAN, IN THE TOWN OF MEDFIELD, MASSACHUSETTS", DATED JUNE 20, 2014 AND PREPARED BY NITSCH ENGINNERING, INC." FOR INFORMATION PERTAINING TO THE TOWER PARCEL, 40' WIDE WATER AND ACCESS EASEMENT, AND 20' WIDE WATER EASEMENT.
2. THE 25' WATER EASEMENT AS SHOWN ON A PLAN ENTITLED "APPROVAL NOT REQUIRED PLAN, IN THE TOWN OF MEDFIELD, MASSACHUSETTS", DATED JUNE 20, 2014 AND PREPARED BY NITSCH ENGINNERING, INC." HAS BEEN RELOCATED BY THIS PLAN.
3. PLANIMETRIC DETAIL SHOWN HEREON HAS BEEN OBTAINED FROM AERIAL IMAGERY AVAILABLE FROM MASSGIS AND IS NOT A RESULT OF AN ON-THE-GROUND SURVEY. THE DETAIL IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TO BE CONSIDERED ACCURATE OR COMPLETE.

APPROVAL NOT REQUIRED PLAN
IN THE TOWN OF

MEDFIELD, MASSACHUSETTS

NORFOLK COUNTY
PREPARED FOR THE COMMONWEALTH OF MASSACHUSETTS
DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE
ON BEHALF OF THE DEPARTMENT OF MENTAL HEALTH

SCALE: 1"=200' OCTOBER 28, 2014
PREPARED BY: NITSCH ENGINEERING, INC.

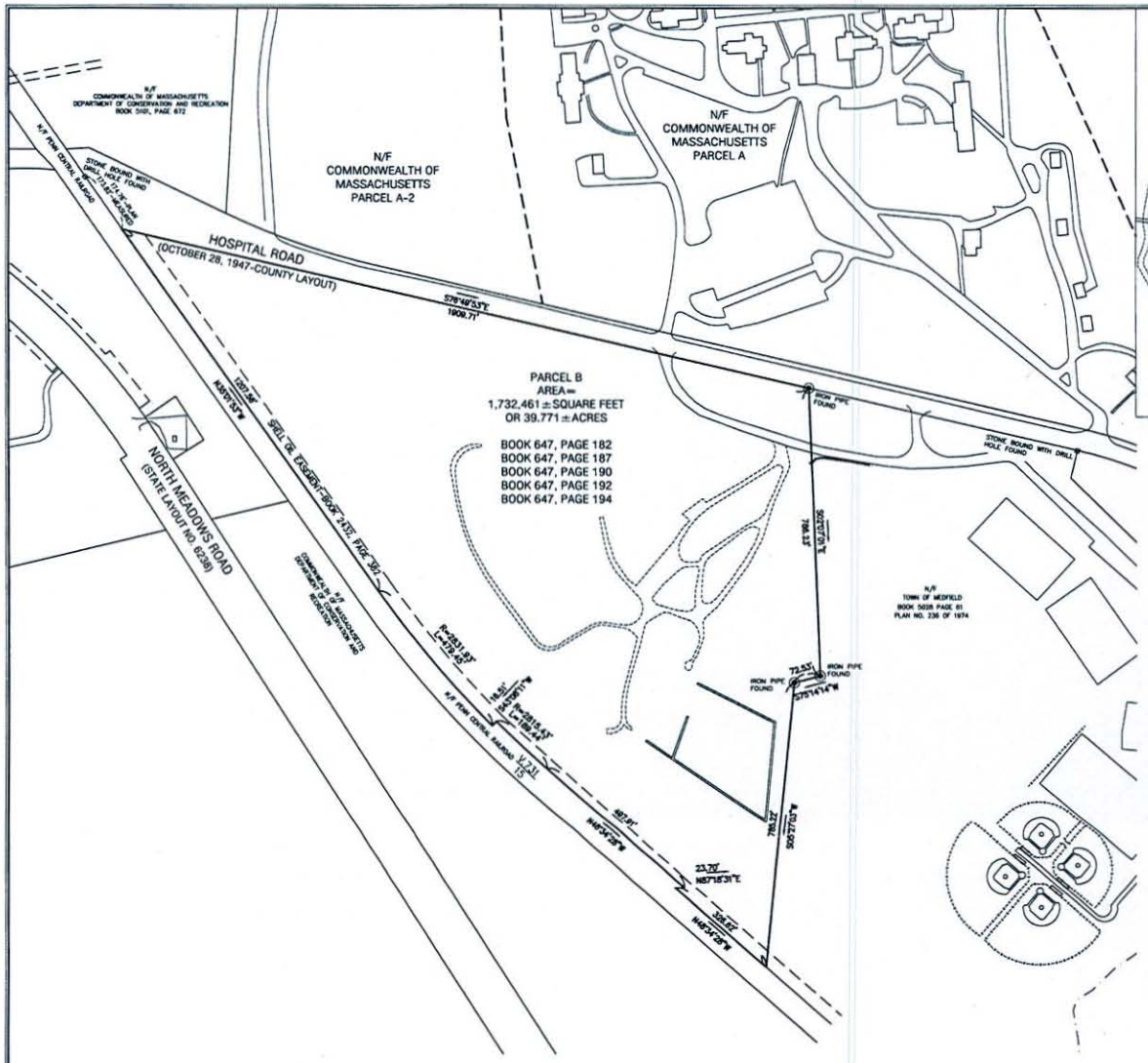

N/F
COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF CONSERVATION AND RECREATION
BOOK 5101, PAGE 672
N/F PENN CENTRAL RAILROAD
STONE BOUND WITH DRILL HOLE FOUND
N/F
COMMONWEALTH OF MASSACHUSETTS
PARCEL A-2
N/F
COMMONWEALTH OF MASSACHUSETTS
PARCEL A
HOSPITAL ROAD
(OCTOBER 28, 1947-COUNTY LAYOUT)
S76°48'53"E
1909.71'
PARCEL B
AREA=
1,732,461±SQUARE FEET
OR 39.771±ACRES
BOOK 647, PAGE 182
BOOK 647, PAGE 187
BOOK 647, PAGE 190
BOOK 647, PAGE 192
BOOK 647, PAGE 194
IRON PIPE FOUND
STONE BOUND WITH DRILL HOLE FOUND
SELL OR EXCHANGE-BOOK 2.03, PAGE 361
NORTH MEADOWS ROAD
(STATE LAYOUT NO. 6238)
N/F
TOWN OF MEDFIELD
BOOK 5028 PAGE 81
PLAN NO. 236 OF 1974
N/F
COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF CONSERVATION AND RECREATION
N/F PENN CENTRAL RAILROAD
N21°18'26"W
N21°18'26"W
23.20'
N21°18'26"W
N21°18'26"W
N21°18'26"W

Exhibit C

MHC MOA

MEMORANDUM OF AGREEMENT
BETWEEN
THE DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE,
THE TOWN OF MEDFIELD, AND THE
MASSACHUSETTS HISTORICAL COMMISSION

WHEREAS, the legislature has authorized the Massachusetts Division of Capital Asset Management and Maintenance (DCAMM) to transfer approximately 127 acres of Medfield State Hospital Disposition Parcels (Parcels) located in the Town of Medfield (Town), Massachusetts to the Town; and

WHEREAS, the Parcels contain sixty-four (64) buildings, sites, structures, objects and landscape features dating from ca. 1840 to 1964; and

WHEREAS, the Town will have the right to develop the Parcels by and through private development for uses deemed appropriate by the Town and subject to all federal, state and local permits and approvals; and

WHEREAS, the Parcels are included in the State and National Registers of Historic Places as part of the Medfield State Hospital (MSH) Historic District, a district listed as part of the 1994 Massachusetts State Hospitals and State Schools Multiple Property National Register Listing; and

WHEREAS, the following buildings, sites, structures, objects and landscapes within the Parcels are listed as contributing resources in the District:

Bldg 1, Ward B-1 (1896); Bldg 2, Ward B-2 (1896); Bldg 3, Ward B-3 (1896); Bldg 4, Ward B-4 (1896); Bldg 5, Ward C-1 (1896); Bldg 6, Ward C-2 (1896); Bldg 7, Ward C-3 (1896); Bldg 8, Ward C-4 (1896); Bldg 9, Ward D-1 (1896); Bldg 10, Ward D-2 (1896); Bldg 11, Ward D-3 (1896); Bldg 12, Ward D-4 (1896); Bldg 13, Ward E-1 (1897); Bldg 14, Ward E-2 (1897); Bldg 15, Ward F-1 (1897); Bldg 16, Ward F-2 (1897); Bldg 17, Ward L-1 (1897); Bldg 18, Ward L-2 (1897); Bldg 19, Ward R (1904); Bldg 20, Ward S (1906); Bldg 21, TB Cottage (1906); Bldg 23, Male Employees Home (1904); Bldg 24, Nurses Home (1903); Bldg 25, Employee Cottage 1 (1907); No. 26, Site of Cottage 2 (1907); Bldg 27, Employee Cottage 3 (1907); No. 28, Site of Cottage 4 (1914); Bldg 29, Employee Cottage 5 (1914); Bldg 30, Employee Cottage 6 (1914); No. 34, Calf Barn Foundation (1912); No. 36, Cellar Hole (1912); No. 37, Main Barn Foundation (1920); Bldg 38, Tractor Shed (1920); No. 39, Bull Barn Foundation (1926); No. 40, Storage Shed (ca. 1920); No. 43, Wagon Shed Site (1934); No. 44, Tool Shed Site (1934); Bldg 45, Greenhouse Head House (1921); Bldg 46, Superintendent's House (1907); Bldg 47, Superintendent's Garage (ca. 1940); Bldg 48, Assistant Superintendent's House (ca. 1840); Bldg 49, Hillside Cottage S-8 (1931); Bldg 50, Cottage S-5 (1932); Bldg 51, Garage (ca. 1932); Bldg 52, Administration Building (1896); Bldg 53, Infirmary (1904); Bldg 54, Chapel/Gymnasium (1897); Bldg 55, Club/Recreation (1897); Bldg 57, Dining/Kitchen (1896); Bldg 63, Salvage Yard/Paint Shop (ca. 1930); No. 75, Ventilator (ca. 1920); No. 76, Round Pavilion (ca. 1900); No. 77, Walled Yard (ca. 1920); No. 78, Stonewall (ca. 1920); No. 79, Ventilator (ca. 1920); No. 80, Ventilator (ca. 1920); No. 81, Main Gate (ca. 1900); No. 83, Quadrangle/Green (1896); No. 84, Superintendent's House lawn (ca. 1910); and No. 85, Clark Building lawn (ca. 1910); and

WHEREAS, the following buildings and structures within the Parcels are listed as non-contributing resources in the District:

Bldg 58, Bakery/Food Service (1950s); No. 70, Filter Bed Pump Station (1956); and Bldg 74, Machine Shop (1964); and

WHEREAS, the following contributing and non-contributing buildings and structures identified in the National Register nomination within the Parcels, are no longer extant or are in extremely poor condition making rehabilitation unlikely:

Bldg 22, TB Cottage (1906); Bldg 31, Farm Dormitory (1899); Bldg 32, Hennery (1910s); Bldg 33, Brooder House (1951); Bldg 35, Wagon Shed (1912); Bldg 41, Shed (ca. 1900); Bldg 42, Stable/Main Garage (1897); Bldg 45, Greenhouse headhouse (1921); Bldg 51, Garage (ca. 1932); Bldg 56, Laundry (1925); No. 64, Salvage Yard (ca. 1930); Bldg 65, Salvage Yard (ca. 1930); Bldg 66, Salvage Yard (ca.

1930); Bldg 67, Salvage Yard (ca. 1930); Bldg 68, Salvage Yard (ca. 1930); and Bldg 72, Clark Building (1958); Bldg 79, Ventilator (ca. 1920); and

WHEREAS, the February 2003 Medfield State Hospital Re-Use Study (Attachment A) prepared by Lozano Baskin & Associates and Finegold Alexander + Associates identified additional buildings in extremely poor condition (defined as buildings requiring widespread shoring and reframing prior to a general stabilization program, designated with a double asterisk per pages 4-4 and 4-5 of the 2003 Study) which have likely further deteriorated since the preparation of the 2003 study; and

WHEREAS, the Town may in the future decide to issue a Request for Proposals (RFP) for the sale or lease and redevelopment of all or portions of the Parcels; and

WHEREAS, the transfer by disposition of the Parcels constitutes a project undertaken by a State agency pursuant to 950 CMR 71.03 and is a project for which DCAMM and the Town have sought the comments of the Massachusetts Historical Commission (MHC) pursuant to M.G.L. Chapter 9, Section 26-27C, as amended by Chapter 254 of the Acts of 1988 (950 CMR 71.00); and

WHEREAS, MHC has determined that the possible re-development of the Parcels could have an adverse effect on the historic property pursuant to 950 CMR 71.05(e) through the disposition of a State Register property; and

WHEREAS; no feasible or prudent alternative exists to eliminate the adverse effect of the proposed disposition; and

WHEREAS, MHC has determined to accept the adverse effect of the disposition of the Parcels in consideration of the mitigation alternatives described herein; and

WHEREAS, MHC, DCAMM and the Town agree, and the Medfield Historical Commission (Medfield HC) and Medfield Historic District Commission (HDC) hereby concur, that the project shall be undertaken and implemented in accordance with the following stipulations to mitigate the effect of the disposition of the Parcels in compliance with M.G.L. Chapter 9, Section 27C.

STIPULATIONS

DCAMM and the Town shall ensure that the following measures are carried out in coordination with MHC, Medfield HC and HDC, as set forth below:

I. Redevelopment of the Parcels

A. The Town is encouraged to include historic preservation in any redevelopment process. Options for redevelopment of the Parcels which incorporate historic preservation should take into account the following principles of reuse planning:

1. Preservation of the character-defining features of the contributing buildings, structures and landscapes on the Parcels should be encouraged where feasible.

2. If it is determined that it is not feasible to preserve all of the character-defining features of the contributing buildings, structures and landscape features on the Parcels, the feasibility of preserving character-defining features of portions of the contributing buildings, structures and landscape features will be examined and encouraged where feasible.

3. If rehabilitation of contributing buildings, structures and landscape features on the Parcels is undertaken, such rehabilitation should be consistent with recommended approaches in the Secretary of the Interior's Standards for Rehabilitation of Historic Properties, (hereinafter "the Standards").

4. Rehabilitation of buildings identified as in extremely poor condition in this MOA will be encouraged, but demolition of such buildings and any buildings that are noncontributing may proceed provided each demolition complies with Stipulation V.

II. Marketing Plan and Request for Proposals

A. Notwithstanding any provisions of this MOA, the Town will have full marketing authority for the Parcels and will make all final marketing, leasing, sale and transfer decisions. The Town will consult with MHC, Medfield HC and HDC on developing a marketing plan for the Parcels which shall include the following elements:

1. An advertising plan and schedule for publicizing the availability of the RFP.

2. An initial distribution list for notice of availability of the RFP, which will include any contacts offered by MHC, Medfield HC and HDC.

3. A schedule for receiving and reviewing submissions in response to the RFP.

B. The Town will provide a draft marketing plan to MHC, Medfield HC and HDC. MHC, Medfield HC and HDC will have fourteen (14) days to review and comment on the draft marketing plan. If MHC, Medfield HC and HDC do not find the draft marketing plan acceptable, the Town will make reasonable efforts exercised in good faith to accommodate the concerns of MHC, Medfield HC and HDC and will submit a final marketing plan. Before implementation, MHC, Medfield HC and HDC will have seven (7) days to review and comment on the portions of the final marketing plan which address issues of historic preservation. In the event MHC, Medfield HC and HDC do not provide initial comments on the draft marketing plan within 14 days or comments on the final marketing plan within 7 days, the plan shall be deemed acceptable to MHC, Medfield HC and HDC. It is understood that the content of the marketing plan shall not require approval of MHC, Medfield HC and HDC.

C. Concurrent with the development of a marketing plan, the Town will prepare the RFP for the disposition of the Parcels. The Town will consult with MHC, Medfield HC and HDC on developing the RFP which shall include the following elements:

1. An appendix to the RFP that includes the National Register nomination form (dated December 1993) and the Historic Resources Existing Conditions Memorandum compiled by Epsilon Associates, Inc. (dated July 2014). The appendix should refer to the MHC and National Park Service websites for additional information related to State and Federal Historic Rehabilitation Tax Credit programs.

2. Photographs and parcel maps of the Parcels.

3. Reference to the points listed under I.A of this MOA. The RFP as a whole will make a good faith effort to generate interest in the preservation of what MHC has defined as the historic character of the Parcels.

D. The Town will provide a confidential draft RFP to MHC, Medfield HC and HDC. MHC, Medfield HC and HDC will have fourteen (14) days to review and comment on those portions of the draft RFP which address issues of historic preservation. Before issuance of the final RFP, MHC, Medfield HC and HDC will have seven (7) days to review and comment on the portions of the final RFP which address issues of historic preservation. In the event MHC, Medfield HC and HDC do not provide initial comments on the draft RFP within 14 days or comments on the final RFP within 7 days, the RFP shall be deemed acceptable to MHC, Medfield HC and HDC. It is understood that the content of the RFP shall not require approval of MHC, Medfield HC and HDC. It is further understood that MHC, Medfield HC and HDC will not share any portion of the RFP with anyone prior to the time the RFP is made publicly available by the Town.

E. The Town will schedule a Bidder's Conference for prospective developers, to occur at a time and place selected by the Town during the marketing effort, during which MHC, Medfield HC and HDC will have the opportunity to present information and to answer questions from prospective developers. Once proposals from developers are received by the Town in response to the RFP, the Town shall provide copies

of such proposals to MHC, Medfield HC and HDC. The Town shall notify MHC, Medfield HC and HDC of the schedule for interviews with prospective developers and MHC, Medfield HC and HDC shall be permitted to attend such interviews. MHC, Medfield HC and HDC shall be afforded the opportunity for not less than thirty (30) days prior to developer selection to comment on the proposals relative to issues of historic preservation and the applicability of the Standards to the proposals and to provide these comments in writing to the Town. After taking into consideration such comments and any MHC, Medfield HC and HDC comments during any interviews which the Town may conduct with prospective developers during the bid review period, the Town, in its sole discretion, may determine that there are no feasible and acceptable proposals that provide for rehabilitation or new construction in conformance with the recommended approaches in the Standards. The Town will convey its conclusions to MHC, Medfield HC and HDC. For all buildings, structures and landscape features for which there is no preservation proposal that is feasible and acceptable to the Town, the Town or any new owners of any part of the Parcels or any other person may proceed, subject to any other applicable reviews and permits, including HDC review and approval of any demolition and new construction per the Town By Laws, with demolition of buildings and structures or rehabilitation or new construction that does not conform to the Standards following completion of Photographic Recordation and Documentation as stipulated in Section V.

III. New Construction

A. The Town shall encourage new buildings and structures that are sympathetic or compatible to what MHC has determined, in its decision to list the Parcels in the Massachusetts and National Registers of Historic Places, to be character-defining attributes of the contributing buildings, structures and landscape features on the Parcels.

B. If new construction is proposed on previously undisturbed land within the Parcels, the Town shall consult with the MHC to determine if an archaeological survey is required prior to any ground disturbing activities being undertaken on the land.

IV. Exempted Activities

A. The following construction activities are unlikely to affect what MHC regards as the character-defining attributes of the Parcels and are exempted from further review by MHC, including comments in any environmental review process:

1. Resurfacing, maintenance, repair or improvement of existing parking lots, roads and driveways.

2. Repair, replacement or improvements to infrastructure (i.e. heating and electrical systems, sewer, water, ventilation systems or plumbing).

3. Maintenance work such as painting, repair or replacement of substantially in-kind architectural elements.

4. All interior work.

5. Demolition or alteration of non-contributing buildings, structures and objects.

6. New construction on the Parcels within existing building sites that is consistent with the design guidelines set forth in Section III.

V. Photographic Recordation and Documentation

A. Prior to demolition of any contributing buildings, structures or objects, substantial new construction or other major change to any part of the Parcels, the Town shall require that the buildings, structures and objects on that part of the Parcels be documented by photographs and narratives in accordance with a "Recordation Plan" that satisfies all of the following:

1. Provides for documentation of the historical processes that shaped the organization, design and history of the MSH (the December 1993 MSH National Register nomination serves as sufficient documentation).

2. Contains archival photographs and documentation of the character-defining attributes.

3. Provides that copies of the resulting documentation will be made available to the Medfield HC and HDC.

VI. Historic Rehabilitation Tax Credits

A. Rehabilitation of buildings, structures, objects and landscape features that contribute to the National Register Historic District may qualify for State and/or Federal Historic Rehabilitation tax credits. The Town shall encourage any developer to consult with MHC and the National Park Service to determine if the proposed rehabilitation activities are eligible for historic tax credits and if the proposed work meets the Standards, thus allowing for the award of historic rehabilitation tax credits.

VII. Modifications

Any party to this MOA may request that it be amended or modified whereupon the parties will consult in accordance with 950 CMR 71.00 to consider such amendment or modification.

Executed on this Second day of December, 2014.

Consulting Parties:

Town of Medfield

Name:
Title: Chairperson, Board of Selectmen

Division of Capital Asset Management and Maintenance

Dolores Randolph for

Name:
Title: Commissioner

Massachusetts Historical Commission

Brona Simon Edward L. Bell
Executive Director Deputy State Historic Preservation Officer

Concurring Parties:

Medfield Historical Commission

Name: David Temple
Title: Chairperson

Medfield Historic District Commission

Name: MICHAEL TAYLOR
Title: Chairperson

Exhibit D

Sustainable Development Principles

The Commonwealth of Massachusetts shall care for the built and natural environment by promoting sustainable development through integrated energy and environment, housing and economic development, transportation and other policies, programs, investments, and regulations. The Commonwealth will encourage the coordination and cooperation of all agencies, invest public funds wisely in smart growth and equitable development, give priority to investments that will deliver good jobs and good wages, transit access, housing, and open space, in accordance with the following sustainable development principles. Furthermore, the Commonwealth shall seek to advance these principles in partnership with regional and municipal governments, non-profit organizations, business, and other stakeholders.

1. Concentrate Development and Mix Uses
Support the revitalization of city and town centers and neighborhoods by promoting development that is compact, conserves land, protects historic resources, and integrates uses. Encourage remediation and reuse of existing sites, structures, and infrastructure rather than new construction in undeveloped areas. Create pedestrian friendly districts and neighborhoods that mix commercial, civic, cultural, educational, and recreational activities with open spaces and homes.

2. Advance Equity
Promote equitable sharing of the benefits and burdens of development. Provide technical and strategic support for inclusive community planning and decision making to ensure social, economic, and environmental justice. Ensure that the interests of future generations are not compromised by today's decisions.

3. Make Efficient Decisions
Make regulatory and permitting processes for development clear, predictable, coordinated, and timely in accordance with smart growth and environmental stewardship.

4. Protect Land and Ecosystems
Protect and restore environmentally sensitive lands, natural resources, agricultural lands, critical habitats, wetlands and water resources, and cultural and historic landscapes. Increase the quantity, quality and accessibility of open spaces and recreational opportunities.

5. Use Natural Resources Wisely
Construct and promote developments, buildings, and infrastructure that conserve natural resources by reducing waste and pollution through efficient use of land, energy, water, and materials.

6. Expand Housing Opportunities
Support the construction and rehabilitation of homes to meet the needs of people of all abilities, income levels, and household types. Build homes near jobs, transit, and where services are available. Foster the development of housing, particularly multifamily and smaller single-family homes, in a way that is compatible with a community's character and vision and with providing new housing choices for people of all means.

7. Provide Transportation Choice
Maintain and expand transportation options that maximize mobility, reduce congestion, conserve fuel and improve air quality. Prioritize rail, bus, boat, rapid and surface transit, shared-vehicle and shared-ride services, bicycling, and walking. Invest strategically in existing and new passenger and freight transportation infrastructure that supports sound economic development consistent with smart growth objectives.

8. Increase Job and Business Opportunities
Attract businesses and jobs to locations near housing, infrastructure, and transportation options. Promote economic development in industry clusters. Expand access to education, training, and entrepreneurial opportunities. Support the growth of local businesses, including sustainable natural resource-based businesses, such as agriculture, forestry, clean energy technology, and fisheries.

9. Promote Clean Energy
Maximize energy efficiency and renewable energy opportunities. Support energy conservation strategies, local clean power generation, distributed generation technologies, and innovative industries. Reduce greenhouse gas emissions and consumption of fossil fuels.

10. Plan Regionally
Support the development and implementation of local and regional, state and interstate plans that have broad public support and are consistent with these principles. Foster development projects, land and water conservation, transportation and housing that have a regional or multi-community benefit. Consider the long-term costs and benefits to the Commonwealth.

Exhibit E

Example of Net Proceeds Calculation

EXAMPLE CALCULATION OF NET PROCEEDS										
Year after Closing Date	***1***	***2***	***3***	***4***	***5***	***6***	***7***	***8***	***9***	***10***
% of Parcel Sold/Leased (that year)	0%	0%	0%	25%	0%	15%	0%	40%	0%	10%
% of Parcel Sold/Leased (total)	0%	0%	0%	25%	25%	40%	40%	80%	80%	90%
Gross Amount from Sale/Lease	$0.00	$0.00	$0.00	$2,000,000.00		$1,000,000.00		$5,000,000.00		$1,000,000.00
Annual Operating Expenses	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$10,000.00	$10,000.00
Cumulative Operating Expenses	$50,000.00	$100,000.00	$150,000.00	$200,000.00	$225,000.00	$250,000.00	$275,000.00	$300,000.00	$310,000.00	$320,000.00
Amount of Operating Expenses Recouped by Town per Sale/Lease	$0.00	$0.00	$0.00	$50,000.00	$0.00	$50,000.00	$0.00	$140,000.00	$0.00	$48,000.00
Total Amount Recouped Operating Expenses	$0.00	$0.00	$0.00	$50,000.00	$50,000.00	$100,000.00	$100,000.00	$240,000.00	$240,000.00	$288,000.00
Net Proceeds	**N/A**	**N/A**	**N/A**	**$1,950,000.00**	**N/A**	**$950,000.00**	**N/A**	**$4,860,000.00**	**N/A**	**$952,000.00**

Exhibit F

Certificate Regarding Payment of Additional Consideration

Former Medfield State Hospital

Reference is made to that certain Land Disposition Agreement dated as of _____ (the "***LDA***") by and between The Commonwealth of Massachusetts, acting by and through its Division of Capital Asset Management and Maintenance (the "***Commonwealth***") and the Town of Medfield, Massachusetts ("***Town***") with respect to certain property at the former state hospital in Medfield, Massachusetts, more particularly described in the LDA, and which LDA is recorded with the Norfolk Registry of Deeds in Book _____, Page _____. Unless otherwise expressly provided herein, all capitalized terms used in this Certificate and not otherwise defined herein shall have the meaning ascribed to such terms in the LDA.

The Commonwealth has received an Additional Consideration Statement dated _____, 200__ regarding the sale or lease of the Property or a portion thereof, stating that the Additional Consideration payable to the Commonwealth with respect to such sale or lease is _____ ($_____) Dollars.

In reliance upon said Additional Consideration Statement, the Commonwealth hereby confirms receipt by the Commonwealth of Additional Consideration in the amount of $_____ with respect to such sale or lease.

Executed under seal as of _____, 20__.

COMMONWEALTH OF MASSACHUSETTS
acting by and through its
Division of Capital Asset Management and Maintenance

By:_____
Name:_____
Title:_____

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss

On this ___ day of _____, 20___, before me, the undersigned notary public, personally appeared the above-named _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose, as Commissioner of the Division of Capital Asset Management and Maintenance of the Commonwealth of Massachusetts.

_____
(official signature and seal of notary)
Name: _____
My commission expires: _____

Exhibit G

Disclosure Statement

DISCLOSURE STATEMENT FOR TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) REAL PROPERTY: Certain parcels of land at the former Medfield State Hospital, Medfield

(2) TYPE OF TRANSACTION, AGEEMENT, or DOCUMENT: Sale

(3) PUBLIC AGENCY PARTICIPATING in TRANSACTION: Division of Capital Asset Management and Maintenance

(4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY (IF NOT AN INDIVIDUAL):

Town of Medfield, Massachusetts

(5) ROLE OF DISCLOSING PARTY (Check appropriate role):
_____Lessor/Landlord _____Lessee/Tenant
_____Seller/Grantor __x___Buyer/Grantee
_____Other (Please describe):_____

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME	RESIDENCE
None	

(7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert "none" if none): See attached list

None

(8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

(9) This Disclosure Statement is hereby signed under penalties of perjury.

TOWN OF MEDFIELD, MASSACHUSETTS

12/2/2014

AUTHORIZED SIGNATURE of DISCLOSING PARTY DATE (MM / DD / YYYY)

OSLER L. PETERSON, CHAIR BD. OF SELECTMEN

PRINT NAME & TITLE of AUTHORIZED SIGNER

Exhibit H

MEPA Agreement

The undersigned in partial consideration and as a condition to the release deed of Commonwealth land and improvements, known as certain parcels of land at the former Medfield State Hospital, Medfield, Massachusetts, including any buildings, structures, and improvements thereon (collectively, the "**Land**'), acknowledges and agrees that if there is any work or activities proposed on the Land which meets or exceeds a review threshold under the Massachusetts Environmental Policy Act ("**MEPA**") regulations at 301 C.M.R. 11.00 et. seq. ("**MEPA Regulations**") and which has not been previously subject to MEPA review, then prior to "Commencement of Construction" as defined under the MEPA Regulations, the undersigned shall file or cause to be filed with the MEPA Office at the Executive Office of Environmental Affairs, all such documents as are required by the MEPA Regulations in connection with such work or activities and shall complete the MEPA process. In any such filing, the fact that the Land was acquired from the Commonwealth within five (5) years of the acquisition shall be disclosed. The undersigned also acknowledges that the MEPA Regulations provide that the scope of review of a project undertaken on land acquired from the Commonwealth extends to all aspects of the project undertaken on such land that are likely, directly or indirectly, to cause Damage to the Environment, as more specifically provided in the MEPA Regulations. The undersigned also agrees to provide to the Division of Capital Asset Management and Maintenance evidence of satisfaction of these MEPA requirements with respect to any work or activity at the Land occurring within five (5) years after the execution and delivery of the deed.

This agreement survives the delivery of the deed and binds the undersigned and its successors and assigns.

Executed under seal

By: _____

By: _____

Print Name: CSLER L. PETERSON

Title: CHAIR, BD OF SELECTMEN

Date: 12/2/2014

Received By The Commonwealth of Massachusetts Division of Capital Asset Management and Maintenance

By: _____

Print Name: _____

Title: _____

Date: _____

MEPA Agreement

The undersigned in partial consideration and as a condition to the release deed of Commonwealth land and improvements, known as certain parcels of land at the former Medfield State Hospital, Medfield, Massachusetts, including any buildings, structures, and improvements thereon (collectively, the "**Land**'), acknowledges and agrees that if there is any work or activities proposed on the Land which meets or exceeds a review threshold under the Massachusetts Environmental Policy Act ("**MEPA**") regulations at 301 C.M.R. 11.00 et. seq. ("**MEPA Regulations**") and which has not been previously subject to MEPA review, then prior to "Commencement of Construction" as defined under the MEPA Regulations, the undersigned shall file or cause to be filed with the MEPA Office at the Executive Office of Environmental Affairs, all such documents as are required by the MEPA Regulations in connection with such work or activities and shall complete the MEPA process. In any such filing, the fact that the Land was acquired from the Commonwealth within five (5) years of the acquisition shall be disclosed. The undersigned also acknowledges that the MEPA Regulations provide that the scope of review of a project undertaken on land acquired from the Commonwealth extends to all aspects of the project undertaken on such land that are likely, directly or indirectly, to cause Damage to the Environment, as more specifically provided in the MEPA Regulations. The undersigned also agrees to provide to the Division of Capital Asset Management and Maintenance evidence of satisfaction of these MEPA requirements with respect to any work or activity at the Land occurring within five (5) years after the execution and delivery of the deed.

This agreement survives the delivery of the deed and binds the undersigned and its successors and assigns.

Executed under seal

By: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Received By The Commonwealth of
Massachusetts Division of Capital Asset Management
and Maintenance

By: Carole Cornelison

Print Name: Carole Cornelison

Title: Commissioner

Date: 12-2-2014

Exhibit I

Form of Release Deed

THE COMMONWEALTH OF MASSACHUSETTS, acting by and through its DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE, having an address at One Ashburton Place, Boston, Massachusetts 02108 (the "***Grantor***", "***Commonwealth***" or "***DCAMM***"), acting under the authority of Chapter 211 of the Acts of 2014 (the "***Act***"), for good and valuable consideration including, without limitation, the amount of Three Million One Hundred Thousand Dollars ($3,100,000.00) and other consideration set forth in the "LDA", as hereinafter defined, does hereby grant and release to the Town of Medfield, Massachusetts, having an address at 459 Main Street, Medfield, Massachusetts 02052 (the "***Grantee***" or "***Town***"), without covenants, those certain parcels of land with the existing improvements located thereon in Medfield, Massachusetts, shown as and labeled as Parcel A and Parcel B (collectively, the "***Property***") on that certain plan entitled " "Approval Not Required Plan in the Town of Medfield, Massachusetts, Norfolk County, Prepared for the Commonwealth of Massachusetts Division of Capital Asset Management and Maintenance on Behalf of the Department of Mental Health", dated October 28, 2014, and that certain plan entitled "Plan of Land in the Town of Medfield, Massachusetts, Norfolk County, Prepared for the Commonwealth of Massachusetts Division of Capital Asset Management and Maintenance on Behalf of the Department of Mental Health", dated October 28, 2014 and Rev. Nov. 18, 2014, both of which are recorded herewith (collectively, the "***Plan***"). The Property includes all easements, licenses, permits, agreements, rights-of-way and appurtenances thereto.

This conveyance is made pursuant to that certain Land Disposition Agreement dated as of December___, 2014 between the Grantor and the Grantee (the "***LDA***"), recorded herewith, and is made subject to the terms and conditions set forth in the LDA.

The Grantor grants to the Grantee, its successors and assigns, guests, employees, contractors, consultants, invitees and all others entitled thereto including, without limitation, the general public, the right to access the "Parking Lot", as defined in the LDA, from "Parcel A" near the "Laundry Parcel", both as defined in the LDA, in such location as shall be mutually acceptable to the Grantor and the Grantee.

The Grantor further grants to the Grantee the right to use the easement shown on the Plan as the "Relocated 25' Wide Water Line Easement, Area = 42,288± S.F." on the same terms and conditions, which easement replaces that certain easement entitled "25' Wide Water Line Easement Area = 36,733± S.F." referenced in that certain deed recorded with the Norfolk Registry of Deeds at Book 32563, Page 417 (the "***Water Tower Deed***"), and shown on that certain plan recorded in the Norfolk Registry of Deeds, Book 634, Page 4, for the purposes and on the terms and conditions set forth in the Water Tower Deed.

The Grantor reserves for itself and its successors and assigns, guests, employees, contractors, consultants, invitees and all others entitled thereto, including without limitation the general public where contemplated by the LDA, the following rights and easements:

(1) Temporary easements for remediation and restoration purposes over the following areas: (i) the existing road shown on the Plan running from Hospital Road northerly to the Laundry Parcel and to the boundary line between Parcel A and the parcel shown as "Parcel A-2" ("***Parcel A-2***") on the Plan (the "***Western Access Easement***"), (ii) the existing road shown on the Plan running from the Laundry Parcel easterly and then southerly to the parcel shown as the "Tower Parcel" (the "***Tower Parcel***") on the Plan (the "***Northern Access Easement***") and (iii) over other existing roads on Parcel A as shown on the Plan (the "***Other Easements***") for vehicular and pedestrian ingress and egress to the Laundry Parcel, Parcel A-2 and the Tower Parcel and for water service from the Tower Parcel to Parcel A-2 for the purposes of undertaking certain remediation and restoration work, including the construction of a parking lot (the "***Parking Lot***") and a boat launch (the "***Boat Launch***") on Parcel A-2 pursuant to the Settlement Agreement, as defined in the LDA (the "***Remediation and Restoration Work***") and undertaking the Laundry Parcel Remediation, as defined in the LDA; provided, that the Northern Access Easement and the Other Easements shall terminate upon the recording with the Norfolk Registry of Deeds (the "***Registry"***) of a release thereof signed by the Commonwealth within sixty (60) days following the filing with MassDEP of a Permanent Solution With Conditions with respect to the Remediation and Restoration Work and a Permanent Solution With No Conditions with respect to the Laundry Parcel Remediation Work; and, provided further, that the Western Access Easement shall terminate upon the earlier of: (i) the recording with the Registry of a release thereof signed by the Commonwealth following the construction by DCAMM of an access road from Hospital Road to the Parking Lot on Parcel A-2 adjacent to the property line between Parcel A and Parcel A-2 (the "***Parking Lot Access***"), which Parking Lot Access shall be constructed on or before the date which is five (5) years from the date the deed conveying Parcel A and Parcel B to the Town is recorded with the Registry (the "***Recording Date***"), provided, however, that in the event that on or before the date which is two (2) years from the Recording Date, the Town notifies DCAMM in writing that the Town desires to construct, or require a developer to construct, an alternative means of vehicular and pedestrian access to the Parking Lot over Parcel A at no cost to the Commonwealth ("***Alternate Parking Lot Access***") and construction of such Alternate Parking Lot Access is completed on or before the date which is three (3) years from the Recording Date, then the Western Access Easement shall terminate upon the recording of a release thereof signed by the Commonwealth following the construction of the Alternative Parking Lot Access and the dedication thereof to public access to the Parking Lot; or (ii) the date which is five (5) years after the Recording Date;

(2) Continued access by the general public for the purpose of crossing between the parcel shown as "Parcel A-1" ("***Parcel A-1***") on the Plan and Parcel A-2 in a manner consistent with the use of the Property, provided that if the Town

transfers the Property for redevelopment, the Town will ensure that this access is preserved ("***Connector Access***"). The Connector Access will allow pedestrian crossing between Parcel A-1 and Parcel A-2 and if located adjacent to Hospital Road will be marked a safe distance therefrom.

The Property is conveyed subject to all other matters of record to the extent the same are in force and effect.

WITNESS the execution hereof under seal this ____ day of December, 2014.

COMMONWEALTH OF MASSACHUSETTS acting by and through its Division of Capital Asset Management and Maintenance

By: _____
Name: Carole Cornelison, Commissioner

ACCEPTANCE OF GRANT

The above Deed is accepted this 2nd day of December, 20114, by the Town of Medfield, Massachusetts. Grantee understands and accepts the terms of this Deed and agrees to be bound by and fulfill its obligations, covenants, conditions, restrictions and easements.

TOWN OF MEDFIELD, MASSACHUSETTS

By: _____
Name OSLER L. PETERSON
Title: CHAIR, BD. OF SELECTMEN

By: _____
Name Richard P. DeSorgher
Title: Clerk, Board of Selectmen

By: _____
Name _____
Title: This Member Board of Selectmen

COMMONWEALTH OF MASSACHUSETTS)
)
COUNTY OF SUFFOLK)
_____)

On this _____ day of _____, 201_, before me, the undersigned notary public, personally appeared Carole Cornelison, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose, as Commissioner of the Division of Capital Asset Management and Maintenance of the Commonwealth of Massachusetts.

_____
(official signature and seal of notary)
My commission expires)

COMMONWEALTH OF MASSACHUSETTS)
)
COUNTY OF NORFOLK)
_____)

On this 2nd day of December 2014, before me, the undersigned notary public, personally appeared O.L. PETERSON proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose, as SELECTMAN of the Town of Medfield, Massachusetts.

Evelyn Clarke
(official signature and seal of notary)
My commission expires: 6/5/2020

EVELYN CLARKE
MY COMMISSION EXPIRES JUNE 5, 2020
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS

COMMONWEALTH OF MASSACHUSETTS)
)
COUNTY OF NORFOLK)
)

On this 2nd day of December, 2014, before me, the undersigned notary public, personally appeared R.P. DeSorgher proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose, as SELECTMAN of the Town of Medfield, Massachusetts.

Evelyn Clarke
(official signature and seal of notary)
My commission expires: 6/5/2020

COMMONWEALTH OF MASSACHUSETTS)
)
COUNTY OF NORFOLK)
)

On this 2nd day of December, 2014, before me, the undersigned notary public, personally appeared M.L. FISHER, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose, as SELECTMAN of the Town of Medfield, Massachusetts.

Evelyn Clarke
(official signature and seal of notary)
My commission expires: 6/5/2020

Exhibit J

Massachusetts Department of Agricultural Resources Letter

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF ENERGY AND
ENVIRONMENTAL AFFAIRS
Department of Agricultural Resources
21 West Experiment Station, University of Massachusetts
Amherst, MA 01003
413-545-0179 fax 413-577-3820 www.Mass.gov/AGR

Massachusetts Department of Agricultural Resources

DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lieutenant Governor

IAN A. BOWLES
Secretary

DOUGLAS W. PETERSEN
Commissioner

December 16, 2008

Mary Beth Clancy, Senior Project Manager
Special Assistant to the Deputy Commissioner for Real Estate
Division of Capital Asset Management
One Ashburton Place
Boston, MA 02114

RE: Holmquist Property in Medfield

Dear Ms. Clancy:

First of all, I would like thank you and Medfield town officials for meeting with me to visit the Holmquist Property on November 13th. The parcel offers a unique opportunity for diversified agricultural activities, which could include traditional crops such as hay and corn along with community gardens and perhaps a Community Supported Agriculture (CSA) venture. I was also very impressed by the amount of open space the Town of Medfield has been able to protect over the years. MDAR supports placing an Agricultural Preservation Restriction on the Holmquist Property in exchange for allowing the Town of Medfield to develop approximately 12-acres of Parcel B on the former Medfield State Hospital Property.

Thank you for the opportunity to review this proposal and I look forward to working with you and the Town of Medfield toward this end.

Sincerely,

Barbara L. Hopson
Land Use Administrator

Cc Ronald Hall, MDAR APR Program Manager
Scott Soares, MDAR Assistant Commissioner

Exhibit K

Audit Agreement

DCAMM agrees to respond to any Notice of Audit Finding from MassDEP of the Laundry Parcel Remediation, and if directed by MassDEP, will conduct further response actions to ensure a Permanent Solution With No Conditions remains achieved and maintained, subject to appropriation therefor, provided, that if funds for such response actions are not then appropriated, DCAMM will diligently pursue an appropriation for such response actions. The Town will allow reasonable access for this purpose.

By The Commonwealth of Massachusetts
Division of Capital Asset Management and
Maintenance

By: _____
Commissioner

By The Town of Medfield

By: _____ 12/2/14

MEPA Agreement

The undersigned in partial consideration and as a condition to the release deed of Commonwealth land and improvements, known as certain parcels of land at the former Medfield State Hospital, Medfield, Massachusetts, including any buildings, structures, and improvements thereon (collectively, the "**Land**'), acknowledges and agrees that if there is any work or activities proposed on the Land which meets or exceeds a review threshold under the Massachusetts Environmental Policy Act ("**MEPA**") regulations at 301 C.M.R. 11.00 et. seq. ("**MEPA Regulations**") and which has not been previously subject to MEPA review, then prior to "Commencement of Construction" as defined under the MEPA Regulations, the undersigned shall file or cause to be filed with the MEPA Office at the Executive Office of Environmental Affairs, all such documents as are required by the MEPA Regulations in connection with such work or activities and shall complete the MEPA process. In any such filing, the fact that the Land was acquired from the Commonwealth within five (5) years of the acquisition shall be disclosed. The undersigned also acknowledges that the MEPA Regulations provide that the scope of review of a project undertaken on land acquired from the Commonwealth extends to all aspects of the project undertaken on such land that are likely, directly or indirectly, to cause Damage to the Environment, as more specifically provided in the MEPA Regulations. The undersigned also agrees to provide to the Division of Capital Asset Management and Maintenance evidence of satisfaction of these MEPA requirements with respect to any work or activity at the Land occurring within five (5) years after the execution and delivery of the deed.

This agreement survives the delivery of the deed and binds the undersigned and its successors and assigns.

Executed under seal

By: _____

By: _____

Print Name: OSLER L. PETERSON

Title: CHAIR, BOARD OF SELECTMEN

Date: 12/2/14

Received By The Commonwealth of Massachusetts Division of Capital Asset Management and Maintenance

By: _____

Print Name: _____

Title: _____

Date: _____

Property: Parcel A · Parcel B. Hospital Road, Medfield, MA

Bk 32740 P401 #106198
12-03-2014 @ 11:59a

RECEIVED AND RECORDED
NORFOLK COUNTY
REGISTRY OF DEEDS
DEDHAM, MA

CERTIFY
William P O'Donnell
WILLIAM P. O'DONNELL, REGISTER

RELEASE DEED

THE COMMONWEALTH OF MASSACHUSETTS, acting by and through its DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE, having an address at One Ashburton Place, Boston, Massachusetts 02108 (the "***Grantor***", "***Commonwealth***" or "***DCAMM***"), acting under the authority of Chapter 211 of the Acts of 2014 (the "***Act***"), for good and valuable consideration including, without limitation, the amount of Three Million One Hundred Thousand Dollars ($3,100,000.00) and other consideration set forth in the "LDA", as hereinafter defined, does hereby grant and release to the Town of Medfield, Massachusetts, having an address at 459 Main Street, Medfield, Massachusetts 02052 (the "***Grantee***" or "***Town***"), without covenants, those certain parcels of land with the existing improvements located thereon in Medfield, Massachusetts, shown as and labeled as Parcel A and Parcel B (collectively, the "***Property***") on that certain plan entitled " "Approval Not Required Plan in the Town of Medfield, Massachusetts, Norfolk County, Prepared for the Commonwealth of Massachusetts Division of Capital Asset Management and Maintenance on Behalf of the Department of Mental Health", dated October 28, 2014, and that certain plan entitled "Plan of Land in the Town of Medfield, Massachusetts, Norfolk County, Prepared for the Commonwealth of Massachusetts Division of Capital Asset Management and Maintenance on Behalf of the Department of Mental Health", dated October 28, 2014 and Rev. Nov. 18, 2014, both of which are recorded herewith (collectively, the "***Plan***"). The Property includes all easements, licenses, permits, agreements, rights-of-way and appurtenances thereto.

This conveyance is made pursuant to that certain Land Disposition Agreement dated as of December 2, 2014 between the Grantor and the Grantee (the "***LDA***"), recorded herewith, and is made subject to the terms and conditions set forth in the LDA.

The Grantor grants to the Grantee, its successors and assigns, guests, employees, contractors, consultants, invitees and all others entitled thereto including, without limitation, the general public, the right to access the "Parking Lot", as defined in the LDA, from "Parcel A" near the "Laundry Parcel", both as defined in the LDA, in such location as shall be mutually acceptable to the Grantor and the Grantee.

9

The Grantor further grants to the Grantee the right to use the easement shown on the Plan as the "Relocated 25' Wide Water Line Easement, Area = 42,288± S.F." on the same terms and conditions, which easement replaces that certain easement entitled "25' Wide Water Line Easement Area = 36,733± S.F." referenced in that certain deed recorded with the Norfolk Registry of Deeds at Book 32563, Page 417 (the "***Water Tower Deed***"), and shown on that certain plan recorded in the Norfolk Registry of Deeds, Book 634, Page 4, for the purposes and on the terms and conditions set forth in the Water Tower Deed.

The Grantor reserves for itself and its successors and assigns, guests, employees, contractors, consultants, invitees and all others entitled thereto, including without limitation the general public where contemplated by the LDA, the following rights and easements:

(1) Temporary easements for remediation and restoration purposes over the following areas: (i) the existing road shown on the Plan running from Hospital Road northerly to the Laundry Parcel and to the boundary line between Parcel A and the parcel shown as "Parcel A-2" ("***Parcel A-2***") on the Plan (the "***Western Access Easement***"), (ii) the existing road shown on the Plan running from the Laundry Parcel easterly and then southerly to the parcel shown as the "Tower Parcel" (the "***Tower Parcel***") on the Plan (the "***Northern Access Easement***") and (iii) over other existing roads on Parcel A as shown on the Plan (the "***Other Easements***") for vehicular and pedestrian ingress and egress to the Laundry Parcel, Parcel A-2 and the Tower Parcel and for water service from the Tower Parcel to Parcel A-2 for the purposes of undertaking certain remediation and restoration work, including the construction of a parking lot (the "***Parking Lot***") and a boat launch (the "***Boat Launch***") on Parcel A-2 pursuant to the Settlement Agreement, as defined in the LDA (the "***Remediation and Restoration Work***") and undertaking the Laundry Parcel Remediation, as defined in the LDA; provided, that the Northern Access Easement and the Other Easements shall terminate upon the recording with the Norfolk Registry of Deeds (the "***Registry***") of a release thereof signed by the Commonwealth within sixty (60) days following the filing with MassDEP of a Permanent Solution With Conditions with respect to the Remediation and Restoration Work and a Permanent Solution With No Conditions with respect to the Laundry Parcel Remediation Work; and, provided further, that the Western Access Easement shall terminate upon the earlier of: (i) the recording with the Registry of a release thereof signed by the Commonwealth following the construction by DCAMM of an access road from Hospital Road to the Parking Lot on Parcel A-2 adjacent to the property line between Parcel A and Parcel A-2 (the "***Parking Lot Access***"), which Parking Lot Access shall be constructed on or before the date which is five (5) years from the date the deed conveying Parcel A and Parcel B to the Town is recorded with the Registry (the "***Recording Date***"), provided, however, that in the event that on or before the date which is two (2) years from the Recording Date, the Town notifies DCAMM in writing that the Town desires to construct, or require a developer to construct, an alternative means of vehicular and pedestrian access to the Parking Lot over Parcel A at no cost to the Commonwealth ("***Alternate Parking Lot Access***") and construction of such Alternate Parking Lot Access is completed on or before the date which is three (3) years from the Recording Date, then the Western Access Easement shall terminate upon the recording of a release thereof signed by the Commonwealth following the construction of the Alternative

dedication thereof to public access to the Parking Lot; or (ii) the date which is five (5) years after the Recording Date;

(2) Continued access by the general public for the purpose of crossing between the parcel shown as "Parcel A-1" ("***Parcel A-1***") on the Plan and Parcel A-2 in a manner consistent with the use of the Property, provided that if the Town transfers the Property for redevelopment, the Town will ensure that this access is preserved ("***Connector Access***"). The Connector Access will allow pedestrian crossing between Parcel A-1 and Parcel A-2 and if located adjacent to Hospital Road will be marked a safe distance therefrom.

The Property is conveyed subject to all other matters of record to the extent the same are in force and effect.

WITNESS the execution hereof under seal this ____ day of December, 2014.

COMMONWEALTH OF MASSACHUSETTS acting by and through its Division of Capital Asset Management and Maintenance

By: _____
Name: Carole Cornelison, Commissioner

ACCEPTANCE OF GRANT

The above Deed is accepted this _____ day of December, 2014, by the Town of Medfield, Massachusetts. Grantee understands and accepts the terms of this Deed and agrees to be bound by and fulfill its obligations, covenants, conditions, restrictions and easements.

TOWN OF MEDFIELD, MASSACHUSETTS

By:_____
Name_____
Title:_____

By:_____
Name_____
Title:_____

By:_____
Name_____
Title:_____

COMMONWEALTH OF MASSACHUSETTS)
)
COUNTY OF SUFFOLK)
)

On this 2 day of Dec, 2014, before me, the undersigned notary public, personally appeared Carole Cornelison, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose, as Commissioner of the Division of Capital Asset Management and Maintenance of the Commonwealth of Massachusetts.

MARVA J. RUOT
Notary Public
Commonwealth of Massachusetts
My Commission Expires
June 8, 2018

(official signature and seal of notary)
My commission expires 6/8/18

COMMONWEALTH OF MASSACHUSETTS)
)
COUNTY OF NORFOLK)
)

On this _____ day of _____, 201__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose, as _____ of the Town of Medfield, Massachusetts.

(official signature and seal of notary)
My commission expires:_____

Parking Lot Access and the dedication thereof to public access to the Parking Lot; or (ii) the date which is five (5) years after the Recording Date;

(2) Continued access by the general public for the purpose of crossing between the parcel shown as "Parcel A-1" ("***Parcel A-1***") on the Plan and Parcel A-2 in a manner consistent with the use of the Property, provided that if the Town transfers the Property for redevelopment, the Town will ensure that this access is preserved ("***Connector Access***"). The Connector Access will allow pedestrian crossing between Parcel A-1 and Parcel A-2 and if located adjacent to Hospital Road will be marked a safe distance therefrom.

The Property is conveyed subject to all other matters of record to the extent the same are in force and effect.

WITNESS the execution hereof under seal this ____ day of December, 2014.

COMMONWEALTH OF MASSACHUSETTS acting by and through its Division of Capital Asset Management and Maintenance

By: _____
Name: Carole Cornelison, Commissioner

ACCEPTANCE OF GRANT

The above Deed is accepted this 2nd day of December, 20114, by the Town of Medfield, Massachusetts. Grantee understands and accepts the terms of this Deed and agrees to be bound by and fulfill its obligations, covenants, conditions, restrictions and easements.

TOWN OF MEDFIELD, MASSACHUSETTS

By: _____
Name OSLER L. PETERSON
Title: CHAIR, BOARD OF SELECTMEN

By: _____
Name Richard P. DeSorgher
Title: Clerk, Board of Selectmen

By: _____
Name MARK LUCISHIN
Title: Vice Chairman, Board of Selectmen

COMMONWEALTH OF MASSACHUSETTS)
)
COUNTY OF SUFFOLK)
_____)

On this _____ day of _____, 201_, before me, the undersigned notary public, personally appeared Carole Cornelison, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose, as Commissioner of the Division of Capital Asset Management and Maintenance of the Commonwealth of Massachusetts.

_____
(official signature and seal of notary)
My commission expires)

COMMONWEALTH OF MASSACHUSETTS)
)
COUNTY OF NORFOLK)
_____)

On this 2nd day of December, 2014, before me, the undersigned notary public, personally appeared O.L. PETERSON proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose, as SELECTMAN of the Town of Medfield, Massachusetts.

Evelyn Clarke
(official signature and seal of notary)
My commission expires: 6/5/2020

EVELYN CLARKE
MY COMMISSION EXPIRES JUNE 5, 2020
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS

COMMONWEALTH OF MASSACHUSETTS)
)
COUNTY OF NORFOLK)
)

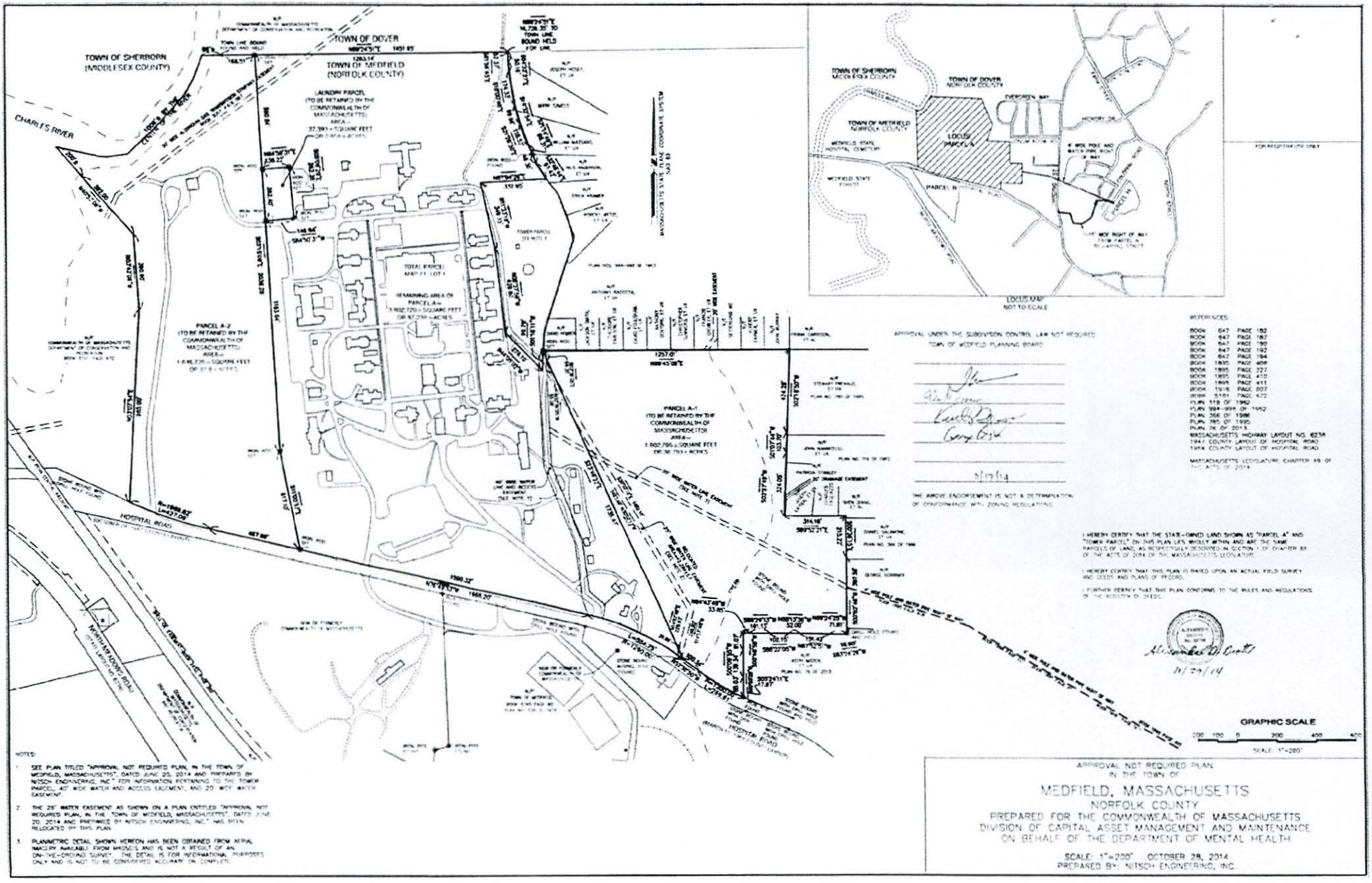
On this 2nd day of December 2014, before me, the undersigned notary public, personally appeared R.P. DeSorgher proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose, as SELECTMAN of the Town of Medfield, Massachusetts.

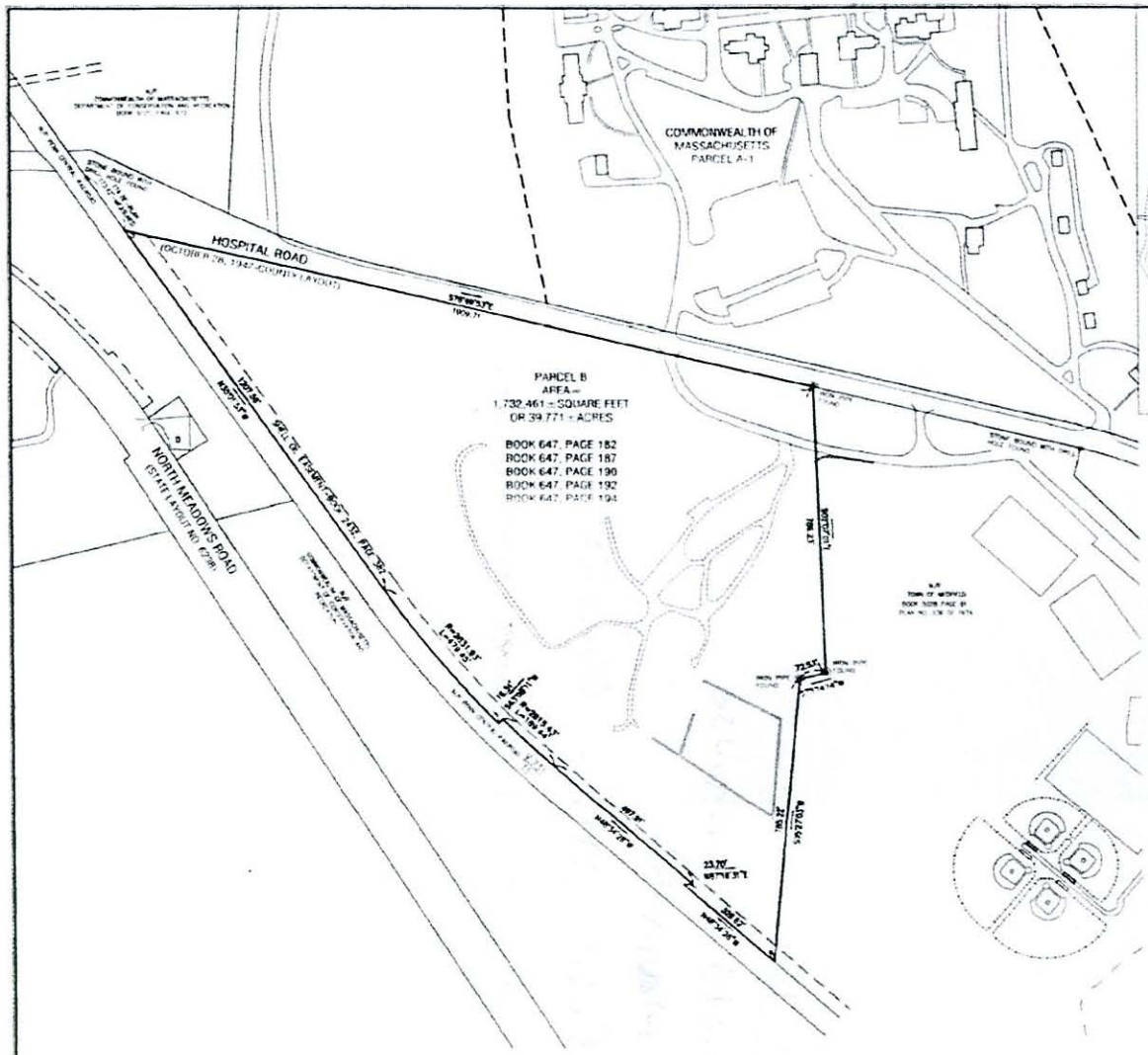
Evelyn Clarke
(official signature and seal of notary)
My commission expires: 6/5/2020

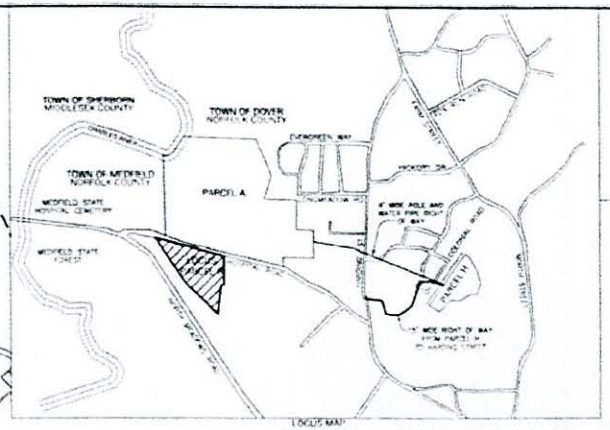
COMMONWEALTH OF MASSACHUSETTS)
)
COUNTY OF NORFOLK)
)

On this 2nd day of December 2014, before me, the undersigned notary public, personally appeared M.G. FISHER, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose, as _____ of the Town of Medfield, Massachusetts.

Evelyn Clarke
(official signature and seal of notary)
My commission expires: 6/5/2020


TOWN OF SHERBORN
(MIDDLESEX COUNTY)
TOWN OF DOVER
TOWN OF MEDFIELD
(NORFOLK COUNTY)
CHARLES RIVER
LAUNDRY PARCEL
(TO BE RETAINED BY THE COMMONWEALTH OF MASSACHUSETTS)
AREA =
37,393 ± SQUARE FEET
OR 0.858 ± ACRES
TOTAL PARCEL
MAP 71 LOT 1
REMAINING AREA ON PARCEL A =
1,902,720 ± SQUARE FEET
OR 43.700 ± ACRES
PARCEL A-2
(TO BE RETAINED BY THE COMMONWEALTH OF MASSACHUSETTS)
AREA =
1,446,726 ± SQUARE FEET
OR 33.2 ± ACRES
PARCEL A-1
(TO BE RETAINED BY THE COMMONWEALTH OF MASSACHUSETTS)
AREA =
1,902,785 ± SQUARE FEET
OR 36.793 ± ACRES
TOWER PARCEL
HOSPITAL ROAD
NORTHLAND POWER ROAD
LOCUS
NOT TO SCALE
TOWN OF SHERBORN
MIDDLESEX COUNTY
TOWN OF DOVER
NORFOLK COUNTY
TOWN OF MEDFIELD
NORFOLK COUNTY
LOCUS
PARCEL A
PARCEL B
MEDFIELD STATE HOSPITAL CEMETERY
MEDFIELD STATE FOREST
APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED
TOWN OF MEDFIELD PLANNING BOARD
THE ABOVE ENDORSEMENT IS NOT A DETERMINATION OF CONFORMANCE WITH ZONING REGULATIONS.
REFERENCES:
BOOK 647 PAGE 182
BOOK 647 PAGE 187
BOOK 647 PAGE 190
BOOK 647 PAGE 192
BOOK 647 PAGE 194
BOOK 1895 PAGE 408
BOOK 1895 PAGE 227
BOOK 1895 PAGE 410
BOOK 1895 PAGE 411
BOOK 1918 PAGE 607
BOOK 5181 PAGE 472
PLAN 119 OF 1962
PLAN 994-995 OF 1962
PLAN 366 OF 1986
PLAN 391 OF 1995
PLAN 76 OF 2013
MASSACHUSETTS HIGHWAY LAYOUT NO. 6238
1947 COUNTY LAYOUT OF HOSPITAL ROAD
1964 COUNTY LAYOUT OF HOSPITAL ROAD
MASSACHUSETTS LEGISLATURE CHAPTER 69 OF THE ACTS OF 2014
I HEREBY CERTIFY THAT THE STATE-OWNED LAND SHOWN AS "PARCEL A" AND "TOWER PARCEL" ON THIS PLAN LIES WHOLLY WITHIN AND ARE THE SAME PARCELS OF LAND AS RESPECTIVELY DESCRIBED IN SECTION 1 OF CHAPTER 69 OF THE ACTS OF 2014 OF THE MASSACHUSETTS LEGISLATURE.
I HEREBY CERTIFY THAT THIS PLAN IS MADE UPON AN ACTUAL FIELD SURVEY AND DEEDS AND PLANS OF RECORD.
I FURTHER CERTIFY THAT THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTRY OF DEEDS.
11/29/14
GRAPHIC SCALE
200 100 0 200 400 800
SCALE: 1"=200'
NOTES:
1. SEE PLAN TITLED "APPROVAL NOT REQUIRED PLAN, IN THE TOWN OF MEDFIELD, MASSACHUSETTS", DATED JUNE 20, 2014 AND PREPARED BY NITSCH ENGINEERING, INC." FOR INFORMATION PERTAINING TO THE TOWER PARCEL, 40' WIDE WATER AND ACCESS EASEMENT, AND 20' WIDE WATER EASEMENT.
2. THE 25' WATER EASEMENT AS SHOWN ON A PLAN ENTITLED "APPROVAL NOT REQUIRED PLAN, IN THE TOWN OF MEDFIELD, MASSACHUSETTS", DATED JUNE 20, 2014 AND PREPARED BY NITSCH ENGINEERING, INC." HAS BEEN RELOCATED BY THIS PLAN.
3. PLANIMETRIC DETAIL SHOWN HEREON HAS BEEN OBTAINED FROM AERIAL IMAGERY AVAILABLE FROM MASGIS AND IS NOT A RESULT OF AN ON-THE-GROUND SURVEY. THE DETAIL IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TO BE CONSIDERED ACCURATE OR COMPLETE.
APPROVAL NOT REQUIRED PLAN
IN THE TOWN OF
MEDFIELD, MASSACHUSETTS
NORFOLK COUNTY
PREPARED FOR THE COMMONWEALTH OF MASSACHUSETTS
DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE
ON BEHALF OF THE DEPARTMENT OF MENTAL HEALTH
SCALE: 1"=200' OCTOBER 28, 2014
PREPARED BY: NITSCH ENGINEERING, INC.





REFERENCES

BOOK 647 PAGE 182
BOOK 647 PAGE 187
BOOK 647 PAGE 190
BOOK 647 PAGE 192
BOOK 647 PAGE 194
BOOK 1895 PAGE 406
BOOK 1895 PAGE 227
BOOK 1895 PAGE 410
BOOK 1895 PAGE 411
BOOK 1916 PAGE 007
BOOK 5101 PAGE 472
PLAN 119 OF 1940
PLAN 994-998 OF 1962
PLAN 366 OF 1996
PLAN 785 OF 1995
PLAN 76 OF 2013
MASSACHUSETTS HIGHWAY LAYOUT NO. 6236
1947 COUNTY LAYOUT OF HOSPITAL ROAD
1964 COUNTY LAYOUT OF HOSPITAL ROAD

MASSACHUSETTS LEGISLATURE CHAPTER 69 OF THE ACTS OF 2014

I HEREBY CERTIFY THAT THE STATE-OWNED LAND SHOWN AS "PARCEL B" ON THIS PLAN LIES WHOLLY WITHIN AND ARE THE SAME PARCELS OF LAND AS RESPECTFULLY DESCRIBED IN SECTION 1 OF CHAPTER 69 OF THE ACTS OF 2014 OF THE MASSACHUSETTS LEGISLATURE.

I HEREBY CERTIFY THAT THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES DIVIDING EXISTING OWNERSHIPS, AND THAT THE LINES OF THE STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR NEW WAYS ARE SHOWN.

I HEREBY CERTIFY THAT THIS PLAN IS BASED UPON AN ACTUAL FIELD SURVEY AND DEEDS AND PLANS OF RECORD.

I FURTHER CERTIFY THAT THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTRY OF DEEDS.

10/29/14

GRAPHIC SCALE

200 100 0 200 400 600

SCALE: 1"=200'

NOTES:

1. PLANIMETRIC DETAIL SHOWN HEREON HAS BEEN OBTAINED FROM AERIAL IMAGERY AVAILABLE FROM MASSGIS AND IS NOT A RESULT OF AN ON-THE-GROUND SURVEY. THE DETAIL IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TO BE CONSIDERED ACCURATE ON GROUND.

PLAN OF LAND
IN THE TOWN OF

MEDFIELD, MASSACHUSETTS

NORFOLK COUNTY

PREPARED FOR THE COMMONWEALTH OF MASSACHUSETTS
DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE
ON BEHALF OF THE DEPARTMENT OF MENTAL HEALTH

SCALE: 1"=200' OCTOBER 28, 2014
PREPARED BY: NITSCH ENGINEERING, INC.

Bk 32740 P410 #106199
12-03-2014 @ 11:59a

EASEMENT AGREEMENT

This EASEMENT AGREEMENT is entered into as of ~~November~~ December 2, 2014 by and The Commonwealth of Massachusetts, acting by and through its DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE, having an address at One Ashburton Place, Boston, Massachusetts 02108 (the "Grantor") and the TOWN OF MEDFIELD, having an address at 459 Main Street, Medfield Massachusetts, 02052 (the "Grantee"), such parties hereby acknowledge and agree that the easement referenced in the deed recorded in the Norfolk Registry of Deeds, Book 32563, Page 417 and on that certain plan entitled "Plan of Land in the Town of Medfield, Massachusetts" dated June 24, 2014, prepared by Nitcsch Engineering, Inc., recorded in the Norfolk Registry of Deeds, Book 634, Page 4 is hereby replaced in its entirety by the easement identified on the plan entitled "Approval Not Required Plan in the Town of Medfield, Massachusetts, Norfolk County Prepared for the Commonwealth of Massachusetts Division of Capital Asset Management and Maintenance on Behalf of the Department of Mental Health," prepared by Nitsch Engeering, Inc., dated July 28, 2014 recorded herewith.

WITNESS the execution hereof under seal this 2 day of ~~November~~ December, 2014.

COMMONWEALTH OF MASSACHUSETTS acting by and through its Division of Capital Asset Management and Maintenance

By: _____
Carole Cornelison, Commissioner

RECEIVED AND RECORDED
NORFOLK COUNTY
REGISTRY OF DEEDS
DEDHAM, MA

CERTIFY
William P O'Donnell
WILLIAM P. O'DONNELL, REGISTER

TOWN OF MEDFIELD, MASSACHUSETTS

By: _____
Osler Peterson, Chairman, Board of Selectmen

By: _____
Richard P. DeSorgher, Board of Selectmen

By: _____
Mark Fisher, Board of Selectmen

7

COMMONWEALTH OF MASSACHUSETTS)
)
COUNTY OF SUFFOLK)
)

On this _____ day of November, 2014, before me, the undersigned notary public, personally appeared Carole Cornelison, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on preceding or attached document, and acknowledged to be that she signed it voluntarily for its stated purpose, as Commissioner of the Division of Capital Asset Management and Maintenance of the Commonwealth of Massachusetts.

My commission expires:

COMMONWEALTH OF MASSACHUSETTS)
)
COUNTY OF NORFOLK)
)

On this 2nd day of ~~November~~ December, 2014, before me, the undersigned notary public, personally appeared Osler L. Peterson, proved to me through satisfactory evidence of identification, which was Known to me, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Chair of the Board of Selectmen of the Town of Medfield, Massachusetts.

Evelyn Clarke

My commission expires: June 5, 2020

EVELYN CLARKE
MY COMMISSION EXPIRES
JUNE 5, 2020
NOTARY PUBLIC OF
COMMONWEALTH OF
MASSACHUSETTS

COMMONWEALTH OF MASSACHUSETTS)
)
COUNTY OF NORFOLK)
)

On this 2nd day of ~~November~~ December, 2014, before me, the undersigned notary public, personally appeared Richard P. DeSorgher, proved to me through satisfactory evidence of identification, which was Known to me, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as a member of the Board of Selectmen of the Town of Medfield, Massachusetts.

Evelyn Clarke

My commission expires: June 5, 2020

COMMONWEALTH OF MASSACHUSETTS)
)
COUNTY OF NORFOLK)
)

On this 2nd day of ~~November~~ December, 2014, before me, the undersigned notary public, personally appeared Mark Fisher, proved to me through satisfactory evidence of identification, which was Known to me, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as a member of the Board of Selectmen of the Town of Medfield, Massachusetts.

Evelyn Clarke

My commission expires: June 5, 2020

EASEMENT AGREEMENT

This EASEMENT AGREEMENT is entered into as of December 2, 2014 by and The Commonwealth of Massachusetts, acting by and through its DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE, having an address at One Ashburton Place, Boston, Massachusetts 02108 (the "Grantor") and the TOWN OF MEDFIELD, having an address at 459 Main Street, Medfield Massachusetts, 02052 (the "Grantee"), such parties hereby acknowledge and agree that the easement referenced in the deed recorded in the Norfolk Registry of Deeds, Book 32563, Page 417 and on that certain plan entitled "Plan of Land in the Town of Medfield, Massachusetts" dated June 24, 2014, prepared by Nitcsch Engineering, Inc., recorded in the Norfolk Registry of Deeds, Book 634, Page 4 is hereby replaced in its entirety by the easement identified on the plan entitled "Approval Not Required Plan in the Town of Medfield, Massachusetts, Norfolk County Prepared for the Commonwealth of Massachusetts Division of Capital Asset Management and Maintenance on Behalf of the Department of Mental Health, prepared by Nitsch Engeering, Inc., dated July 28, 2014 recorded herewith.

WITNESS the execution hereof under seal this 2nd day of December, 2014.

COMMONWEALTH OF MASSACHUSETTS acting by and through its Division of Capital Asset Management and Maintenance

By: Carole Cornelison

Carole Cornelison, Commissioner

TOWN OF MEDFIELD, MASSACHUSETTS

By: _____

Osler L. Peterson, Chair, Board of Selectmen

COMMONWEALTH OF MASSACHUSETTS)
)
COUNTY OF SUFFOLK)
)

On this 2 day of December, 2014, before me, the undersigned notary public, personally appeared Carole Cornelison, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on preceding or attached document, and acknowledged to be that she signed it voluntarily for its stated purpose, as Commissioner of the Division of Capital Asset Management and Maintenance of the Commonwealth of Massachusetts.

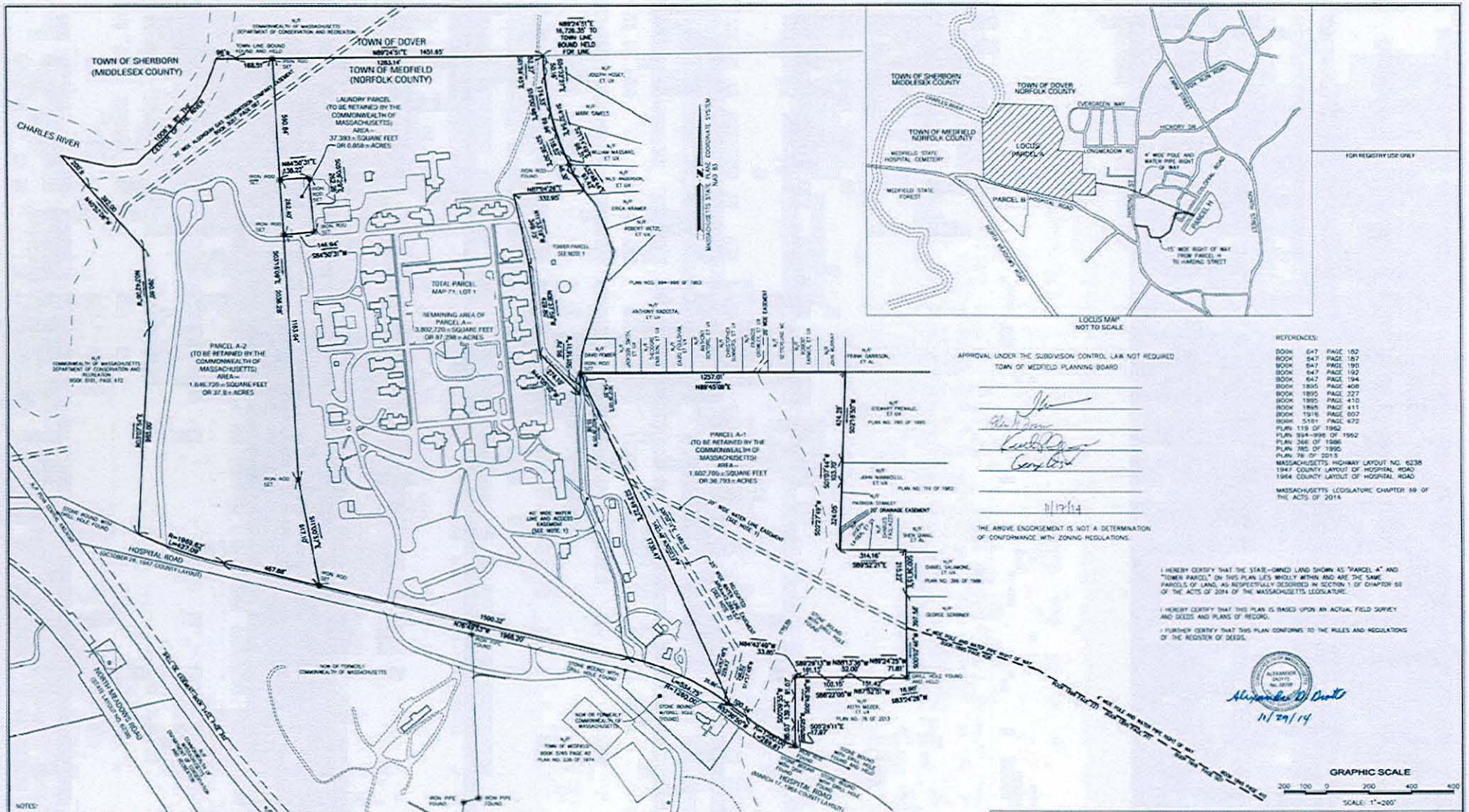
My commission expires: 6/8/18

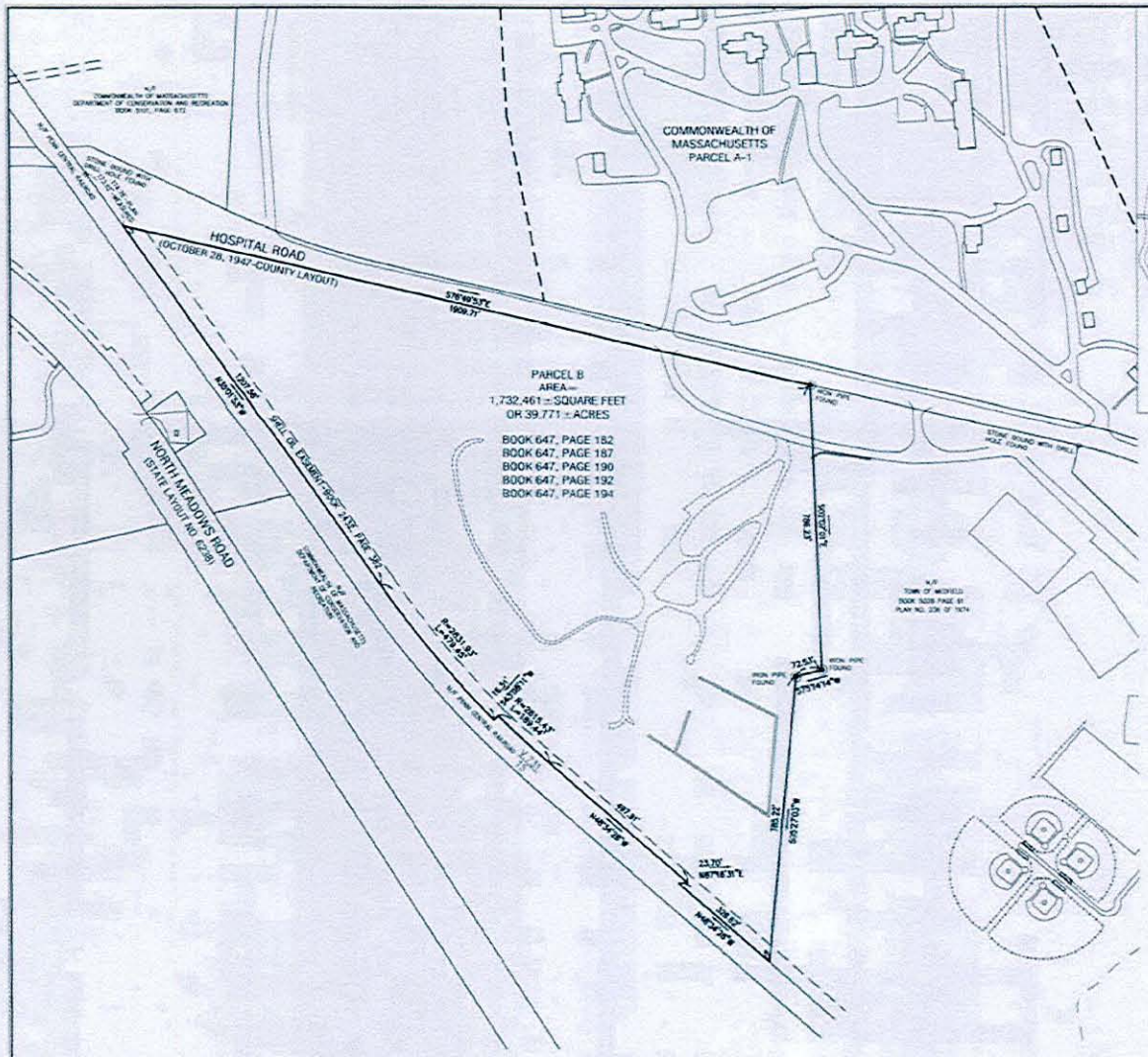
MARVA J. RUOT
Notary Public
Commonwealth of Massachusetts
My Commission Expires
June 8, 2018

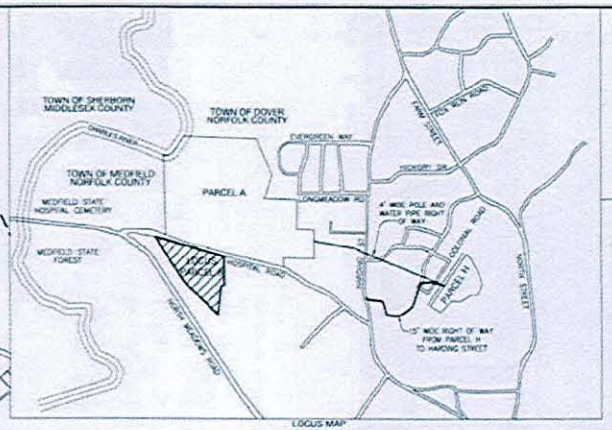
COMMONWEALTH OF MASSACHUSETTS)
)
COUNTY OF NORFOLK)
)

On this _____ day of November, 2014, before me, the undersigned notary public, personally appeared Osler L. Peterson, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Chair of the Board of Selectmen of the Town of Medfield, Massachusetts.

My commission expires:


TOWN OF SHERBORN
(MIDDLESEX COUNTY)
TOWN OF DOVER
TOWN OF MEDFIELD
(NORFOLK COUNTY)
CHARLES RIVER
LAUNDRY PARCEL
(TO BE RETAINED BY THE COMMONWEALTH OF MASSACHUSETTS)
AREA--
37,393±SQUARE FEET
OR 0.858±ACRES
TOTAL PARCEL
MAP 71, LOT 1
REMAINING AREA OF PARCEL A--
3,802,720±SQUARE FEET
OR 87.298±ACRES
PARCEL A-2
(TO BE RETAINED BY THE COMMONWEALTH OF MASSACHUSETTS)
AREA--
1,646,726±SQUARE FEET
OR 37.8±ACRES
PARCEL A-1
(TO BE RETAINED BY THE COMMONWEALTH OF MASSACHUSETTS)
AREA--
1,607,706±SQUARE FEET
OR 36.793±ACRES
HOSPITAL ROAD
(OCTOBER 28, 1947 COUNTY LAYOUT)
NORTH MEADOWS ROAD
(SEVEN LANDOWNERS ROAD)
MASSACHUSETTS STATE PLANE COORDINATE SYSTEM NAD 83
LOCUS MAP
NOT TO SCALE
TOWN OF SHERBORN
MIDDLESEX COUNTY
TOWN OF DOVER
NORFOLK COUNTY
TOWN OF MEDFIELD
NORFOLK COUNTY
LOCUS
(PARCEL A)
PARCEL B
PARCEL A-1
FOR REGISTRY USE ONLY
APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED
TOWN OF MEDFIELD PLANNING BOARD
11/17/14
THE ABOVE ENDORSEMENT IS NOT A DETERMINATION OF CONFORMANCE WITH ZONING REGULATIONS.
REFERENCES:
BOOK 647 PAGE 182
BOOK 647 PAGE 187
BOOK 647 PAGE 190
BOOK 647 PAGE 192
BOOK 647 PAGE 194
BOOK 1895 PAGE 408
BOOK 1895 PAGE 327
BOOK 1895 PAGE 410
BOOK 1895 PAGE 411
BOOK 1916 PAGE 607
BOOK 5181 PAGE 672
PLAN 119 OF 1962
PLAN 994-996 OF 1962
PLAN 366 OF 1986
PLAN 785 OF 1995
PLAN 76 OF 2013
MASSACHUSETTS HIGHWAY LAYOUT NO. 6238
1947 COUNTY LAYOUT OF HOSPITAL ROAD
1964 COUNTY LAYOUT OF HOSPITAL ROAD
MASSACHUSETTS LEGISLATURE CHAPTER 59 OF THE ACTS OF 2014
I HEREBY CERTIFY THAT THE STATE-OWNED LAND SHOWN AS "PARCEL A" AND "TOWER PARCEL" ON THIS PLAN LIES WHOLLY WITHIN AND ARE THE SAME PARCELS OF LAND, AS RESPECTFULLY DESCRIBED IN SECTION 1 OF CHAPTER 59 OF THE ACTS OF 2014 OF THE MASSACHUSETTS LEGISLATURE.
I HEREBY CERTIFY THAT THIS PLAN IS BASED UPON AN ACTUAL FIELD SURVEY AND DEEDS AND PLANS OF RECORD.
I FURTHER CERTIFY THAT THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTER OF DEEDS.
11/29/14
GRAPHIC SCALE
200 100 0 200 400 800
SCALE: 1"=200'
NOTES:
1. SEE PLAN TITLED "APPROVAL NOT REQUIRED PLAN, IN THE TOWN OF MEDFIELD, MASSACHUSETTS", DATED JUNE 20, 2014 AND PREPARED BY NITSCH ENGINEERING, INC." FOR INFORMATION PERTAINING TO THE TOWER PARCEL, 40' WIDE WATER AND ACCESS EASEMENT, AND 20' WIDE WATER EASEMENT.
2. THE 25' WATER EASEMENT AS SHOWN ON A PLAN ENTITLED "APPROVAL NOT REQUIRED PLAN, IN THE TOWN OF MEDFIELD, MASSACHUSETTS", DATED JUNE 20, 2014 AND PREPARED BY NITSCH ENGINEERING, INC." HAS BEEN RELOCATED BY THIS PLAN.
3. PLANIMETRIC DETAIL SHOWN HEREON HAS BEEN OBTAINED FROM AERIAL IMAGERY AVAILABLE FROM MASGIS AND IS NOT A RESULT OF AN ON-THE-GROUND SURVEY. THE DETAIL IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TO BE CONSIDERED ACCURATE OR COMPLETE.
APPROVAL NOT REQUIRED PLAN
IN THE TOWN OF
MEDFIELD, MASSACHUSETTS
NORFOLK COUNTY
PREPARED FOR THE COMMONWEALTH OF MASSACHUSETTS
DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE
ON BEHALF OF THE DEPARTMENT OF MENTAL HEALTH
SCALE: 1"=200' OCTOBER 28, 2014
PREPARED BY: NITSCH ENGINEERING, INC.





LOCUS MAP
NOT TO SCALE

FOR REGISTRY USE ONLY

REFERENCES:

BOOK 647 PAGE 182
BOOK 647 PAGE 187
BOOK 647 PAGE 190
BOOK 647 PAGE 192
BOOK 647 PAGE 194
BOOK 1895 PAGE 408
BOOK 1895 PAGE 227
BOOK 1895 PAGE 410
BOOK 1895 PAGE 411
BOOK 1916 PAGE 007
BOOK 5101 PAGE 672
PLAN 110 OF 1962
PLAN 994-998 OF 1962
PLAN 366 OF 1966
PLAN 785 OF 1995
PLAN 76 OF 2013
MASSACHUSETTS HIGHWAY LAYOUT NO. 6238
1947 COUNTY LAYOUT OF HOSPITAL ROAD
1964 COUNTY LAYOUT OF HOSPITAL ROAD

MASSACHUSETTS LEGISLATURE CHAPTER 69 OF THE ACTS OF 2014

I HEREBY CERTIFY THAT THE STATE-OWNED LAND SHOWN AS "PARCEL B" ON THIS PLAN LIES WHOLLY WITHIN AND ARE THE SAME PARCELS OF LAND, AS RESPECTFULLY DESCRIBED IN SECTION 1 OF CHAPTER 69 OF THE ACTS OF 2014 OF THE MASSACHUSETTS LEGISLATURE.

I HEREBY CERTIFY THAT THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES DIVIDING EXISTING OWNERSHIPS, AND THAT THE LINES OF THE STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR NEW WAYS ARE SHOWN.

I HEREBY CERTIFY THAT THIS PLAN IS BASED UPON AN ACTUAL FIELD SURVEY AND DEEDS AND PLANS OF RECORD.

I FURTHER CERTIFY THAT THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTER OF DEEDS.

ALEXANDER GIOTTE
No. 36735

10/29/14

GRAPHIC SCALE

200 100 0 200 400 600

SCALE: 1"=200'

NOTES:

1. PLANIMETRIC DETAIL SHOWN HEREON HAS BEEN OBTAINED FROM AERIAL IMAGERY AVAILABLE FROM MASGIS AND IS NOT A RESULT OF AN ON-THE-GROUND SURVEY. THE DETAIL IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TO BE CONSIDERED ACCURATE OR COMPLETE.

PLAN OF LAND
IN THE TOWN OF

MEDFIELD, MASSACHUSETTS

NORFOLK COUNTY

PREPARED FOR THE COMMONWEALTH OF MASSACHUSETTS
DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE
ON BEHALF OF THE DEPARTMENT OF MENTAL HEALTH

SCALE: 1"=200' OCTOBER 28, 2014
PREPARED BY: NITSCH ENGINEERING, INC.