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# **Appendix G**

2009 CMP

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MassWildlife

Commonwealth of Massachusetts

# Division of Fisheries & Wildlife

Wayne F. MacCallum, *Director*

## MA ENDANGERED SPECIES ACT (G.L. c.131A) CONSERVATION AND MANAGEMENT PERMIT

**Date:** 12 February 2009

**Conservation Permit No.:** 008-125.DFW

**NHESP File No.** 00-8257

**Permit Holder:** South Shore Tri-Town Development Corporation  
223 Shea Memorial Drive  
South Weymouth, MA 02190

LNR South Shore LLC  
1900 Crown Colony Drive, Suite 401  
Quincy, MA 02169

**Proposed Project:** Redevelopment of the Former South Weymouth Naval Air Station

Pursuant to the authority granted in the Massachusetts Endangered Species Act ("MESA") (G.L. c. 131A:3) and its implementing regulations (321 CMR 10.04(3)(b)), the Director of the Massachusetts Division of Fisheries & Wildlife (the "Division") hereby issues a Conservation and Management Permit ("Permit" or "Conservation and Management Permit") to South Shore Tri-Town Development Corporation ("SSTDC") and LNR South Shore, LLC ("LNR") (hereinafter collectively, the "Permit Holder"). This Permit authorizes the "taking" of the state-protected Upland Sandpiper (*Bartramia longicauda*), Grasshopper Sparrow (*Ammodramus saviarum*), and Eastern Box Turtle (*Terrapene carolina*) which are listed pursuant to MESA as "Endangered," "Threatened," and "Special Concern," respectively, for the construction of a mixed use development and associated infrastructure on a +/-1385 acre site in Abington, Rockland and Weymouth, MA (the "Base"). This Permit imposes restrictions and obligations on the land shown, on the plans attached to Attachments 1C, 1D, 1E and 4D and to portions of the land shown on Attachment 1A as "Preserved Land (PBC Limits)" (collectively, the "Property").

Under the authority granted by and in accordance with M.G.L. c. 131A, sec. 3 and 321 CMR 10.23, the Director may permit the taking of a State-listed Species for conservation and management purposes provided that there is a long-term Net Benefit to the conservation of the impacted species. If the Director determines that an applicant for a permit has avoided, minimized and mitigated impacts to the State-listed Species consistent with the following performance standards, then the Director may issue a conservation and management permit, provided:

(a) the applicant has adequately assessed alternatives to both temporary and permanent impacts to State-listed Species;

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Division of Fisheries and Wildlife

Field Headquarters, North Drive, Westborough, MA 01581 (508) 389-6300 Fax (508) 389-7890

An Agency of the Department of Fish and Game

(b) an insignificant portion of the local population would be impacted by the Project or Activity; and

(c) the applicant agrees to carry out a conservation and management plan that provides a long-term Net Benefit to the conservation of the State-Listed Species that has been approved by the Director in accordance with 321 CMR 10.23(5) and shall be carried out by the applicant.

The Director has determined that the Proposed Project will result in a "take" of the Grasshopper Sparrow, Upland Sandpiper, and Eastern Box Turtle. However, the Director has also determined that (a) the Permit Holder has adequately assessed alternatives to both temporary and permanent impacts to State-listed Species; (b) an insignificant portion of the local population would be impacted by the Project or Activity; and (c) the conservation and management plan set forth herein that the Permit Holder agrees to carry out provides a long-term Net Benefit to the conservation of the State-Listed Species as mitigation to compensate for the "take" of those portions of the local State-listed Species adversely impacted by the Proposed Project.

Pursuant to this Conservation and Management Permit the Permit Holder proposes to directly alter +/-201 acres of endangered species habitat, including +/-139 acres of grassland, +/-16 acres of shrubland, and +/-46 acres of forest. In addition, the Proposed Project will result in fragmentation of remaining habitat, most notably associated with the proposed golf course and east-west parkway. Under the conservation and management plan, the following mitigation measures will be implemented: (a) protection of +/-449 acres of open space through Grants of Restriction, in addition to +/-381 acres of land which will be owned by SSTTDC pursuant to a Public Benefit Conveyance ("PBC"); (b) restoration of +/-56 acres of grassland habitat and +/-30 acres of shrubland/ turtle nesting habitat, including removal of existing paved taxiways; (c) long-term monitoring and management of grassland and shrubland/nesting areas; (d) construction period monitoring and protection of state-listed birds and turtles; (e) post-construction monitoring of on-site state-listed bird and turtle populations; (f) construction of turtle crossing structures and barriers associated with parkway construction; and (g) funding for off-site acquisition, restoration, and/or management of grassland habitat for the benefit of grasshopper sparrow and upland sandpiper populations in Massachusetts;

Therefore, the Proposed Project can be permitted under MESA. This Conservation and Management Permit is issued to impose the conditions set forth below and provide long-term net benefit mitigation to compensate for those portions of the local state-listed turtle populations impacted by the Proposed Project.

In accordance with the document submitted to the Division entitled "Conservation and Management Permit Application, Redevelopment of the Former South Weymouth Naval Air Station," and associated attachments and in accordance with:

Limit of Work Plan ([Attachment 1A](#))  
Construction & Mitigation Phasing Plan ([Attachment 1B](#))  
Golf Course Restriction & Plan ([Attachment 1C](#))  
East End Restriction & Plan ([Attachment 1D](#))  
Off-site Restriction & Plan ([Attachment 1E](#))  
Golf Course Design Standards & Layout Plan ([Attachment 2](#))  
Grassland Bird Construction Monitoring Plan ([Attachment 3A](#))  
Box Turtle Construction Monitoring Plan ([Attachment 3B](#))  
Grassland Restoration Plan ([Attachment 4A](#))  
Eastern Box Turtle Nesting Mitigation Plan ([Attachment 4B](#))  
Taxiway C Restoration Plan ([Attachment 4C](#))  
Parkway Plans ([Attachment 4D](#))  
Grassland Bird Long-Term Monitoring Plan ([Attachment 5A](#))  
Box Turtle Long-Term Monitoring Plan ([Attachment 5B](#))  
Grassland Habitat Monitoring & Management ([Attachment 6A](#))  
Box Turtle Habitat Monitoring & Management ([Attachment 6B](#))



Escrow Agreement (Attachment 7)

Conservation & Management Plan Responsibilities (Attachment 8);

this Conservation and Management Permit is issued subject to the following conditions:

### **General Conditions:**

1. The golf course and east-west parkway portions of the Project authorized by this Conservation and Management Permit and all work authorized by this Permit shall be completed within fifteen (15) years from the date of issuance. If needed, the Permit Holders shall submit a written request to the Division for an extension of time to complete said Project and the Division will review the Project pursuant to MESA for any continuing impacts as described herein and for any new impacts to any State-listed Species found subsequent to the issuance date of this Permit.
2. This Permit shall not preclude the review of future projects at the Base that are subject to the Wetlands Protection Act regulations (310 CMR 10.37, 10.58(4)(b), 10.59), as applicable, by the Natural Heritage & Endangered Species Program ("NHESP") of the Division.
3. The work authorized by this Permit involves the construction of a mixed use development on the Base generally as described in the Naval Air Station Redevelopment Project Final Environmental Impact Report (the "Work"). The Work shall only occur within the limit of work shown on Attachment 1A. The Work also includes any other on-site activity required by the Division as a condition of this Permit.
4. Division representatives shall have the right to enter and inspect the Property subject to this Permit at reasonable hours to evaluate permit compliance and require the submittal of any reasonable information not otherwise required by this Permit but deemed necessary by the Division to complete its evaluation.
5. Any proposed change which alters the limit of Work on the Property as shown on any plan identified in this Permit, or to the state-listed species conservation plan required by way of this Permit, shall require the Permit Holder to inquire of the Division, in writing, whether the change is significant enough to require the filing of a new Conservation and Management Permit Application, and or require additional long-term Net Benefit for affected State-listed species. The Division retains the right to require the submittal of additional, reasonable information to evaluate the plan change.
6. This Conservation and Management Permit shall apply to, and inure to the benefit of, the Permit Holder and any successor-in-interest of the Permit Holder, or to a subsequent successor-in-control of the Property or portion thereof subject to this Conservation and Management Permit should Permit Holder convey its record ownership of the Property to said successor-in-control, as well as to any contractor or other person performing work conditioned by this Conservation and Management Permit. Within three days of the transfer of an interest in the Property or a portion thereof, any successor-in-interest of the Property or a portion thereof shall provide the Division with a letter indicating (1) that the successor is the successor-in-interest of the Permit Holder in the Property or a portion thereof, and (2) that said successor will perform the obligations of the Permit Holder as set forth in this Conservation and Management Permit with respect to the applicable portion of the Property now owned by them.

If either Permit Holder determines that the successor-in-interest of the Property or portion thereof should be a Homeowners Association, Condominium Association, or the like, the Permit Holder shall submit to the Division for review for compliance with the terms and provisions of this Permit

all proposed documents creating said Homeowners Association, Condominium Association, or the like and defining the rights, powers, and responsibilities of said Association and its members. No portion of the Property shall be conveyed to any such Association without the express written approval of the Division. The Division's review and approval are limited to ensuring compliance with this Permit.

7. Prior to the start of Work on the Property, the Permit Holder shall notify the Division in writing of the name, address, business and home telephone numbers of the project supervisor(s) and/or contractor(s) responsible for compliance with this Conservation and Management Permit. The Permit Holder shall provide updated information in writing to the Division should any such new or additional project supervisors and/or contractors be hired after such Work has commenced. Within three (3) days of the start of such Work, the Permit Holder shall send a letter to the Division stating the date upon which such Work commenced.
8. Prior to the start of Work on the Property, the text of this Conservation and Management Permit shall be recorded by the Permit Holder in the Registry of Deeds or the Land Court for the district in which the Property is located so as to become a record part of the chain of title of the Property. In the case of recorded land, the Conservation and Management Permit shall be noted in the Registry's Grantor Index under the name of the owner of the Property upon which the proposed Work is to be done. In the case of registered land, the Conservation and Management Permit shall be noted on the Land Court Certificate of Title of the owner of the Property upon which the proposed Work is done. Permit Holder shall submit to the Division a date-stamped and signed copy of said recorded Permit showing the date and book and page of recording of said Permit within 5 days after recording and/or filing, as applicable. No Work shall begin on the Property until the Permit is recorded and said recorded copy is submitted to the Division except as otherwise approved by the Division in writing.
9. At the completion of Work on the Property, the Permit Holder shall submit a written request for a Certificate of Permit Compliance to the Division including as-built plans and other supporting materials demonstrating the completion of Work required by this Permit and compliance with all conditions herein.
10. Any portion of the Property protected to achieve a long-term Net Benefit associated with this Permit, shall remain protected as habitat in perpetuity.
11. The Permit Holder shall comply with all Conditions and Special Conditions contained within this Permit and complete the Work on the Property consistent with all Division-approved plans and supporting documents except as otherwise approved by the Division in writing.
12. A violation of any condition of this Conservation and Management Permit will result in an unauthorized Take pursuant to M.G.L. c. 131A and may be subject to civil and or criminal penalties pursuant to M.G.L. c. 131A.

### **Special Conditions:**

13. Authorized Construction and Uses. This Conservation and Management Permit authorizes construction and uses on the Property as described in Paragraph 3 above. All Work shall be confined to the area of the Base within the limit of work as shown on Attachment 1A, with the exception of habitat restoration and management, and other activities specifically authorized to take place within the Habitat Protection Areas by way of this Permit. As specified in this Permit,



authorized development within the Property located on the eastern portions of the Base is limited to construction of the east-west parkway and associated improvements, in general accordance with the Parkway Plans (Attachment 4D), and authorized development on the Property located in the southern portion of the Base is limited to a golf course and wastewater treatment facility in general accordance with the Golf Course Layout Plan (Attachment 2).

14. Construction and Mitigation Phasing. All construction and mitigation shall be carried out in accordance with the Construction & Mitigation Phasing Plan (Attachment 1B), unless otherwise authorized in writing in advance by the Division.

15. Habitat Protection Areas.

Golf Course Parcel. Prior to the start of Work on the Property, the Permit Holder shall record a Grant of Restriction on +/-351.726 acres of land located in Rockland, Massachusetts and Abington Massachusetts, shown as "Golf Course Restriction Area Boundary" (+/-280.518 acres), and "CR-7" (+/-71.208 acres) on the Golf Course Restriction Plan (Attachment 1C).

East-Base Parcels. Prior to the start of Work on the east-west parkway, the Permit Holder shall record a Grant of Restriction on +/-85.69 acres of land ("Restricted Parcel") located in Rockland, Massachusetts, shown as "CR-1" (+/-28.021 acres), "CR-2" (+/-21.380 acres), "CR-3" (+/-21.924 acres), "CR-4" (+/-8.587 acres), "CR-5" (+/-5.649 acres), and "CR-6" (+/-0.129 acres), on a plan contained in Attachment 1D.

Off-site Parcels. Prior to the start of Work on the portion of the east-west parkway located between the east end of the Base and Weymouth Street in Rockland, the Permit Holder shall record or cause to be recorded a Grant of Restriction on +/-11.842 acres of land located in Rockland, Massachusetts, shown as "CR-8" (+/-4.381 acres), "CR-9" (+/-1.895 acres), "CR-10" (+/-5.566 acres), on a plan contained in Attachment 1E. Within six (6) months of the start of work on the portion of the east-west parkway located between the east end of the Base and Weymouth Street in Rockland, said land shall be conveyed to the town of Rockland, acting by and through its Conservation Commission, subject to said Grant of Restriction.

Prior to recording the plans for the East-Base Parcels and the Off-site Parcels, minor changes to the boundaries of the East-Base Parcels and Off-site Parcels may be authorized by the Division as part of the final review of east-west parkway plans, in accordance with the procedures set forth in Paragraph 18, herein. The texts of the Golf Course, East-Base, and Off-site Grants of Restriction are shown in Attachments 1C, 1D, and 1E, respectively. Said Grants of Restriction shall be recorded in substantially the same form as shown in the attachments. Any changes in the form of said Grants of Restrictions other than typographical or grammatical changes must be approved by the Division before recording.

Said Grants of Restriction shall be executed and recorded in the Registry of Deeds or the Land Court for the district in which the Property is located so as to become a record part of the chain of title of the lands restricted thereby. Within ten (10) days of the recording of each Grant of Restriction, Registry and date-stamped copies thereof shall be delivered to the Division. Work shall cease if said Declarations are not recorded and copies thereof received by the Division in accordance with this schedule.

Prior to recording a given Grant of Restriction, the Permit Holder shall prepare a signage and monumentation plan for the pertinent open space parcels, and obtain written Division approval for said plan. Within 30 days of recording, the Permit Holder shall provide the Division with a letter from a licensed surveyor certifying that said bounds and signs have been installed in accordance with said signage and monumentation plan. The Permit Holder shall maintain, repair, and replace said signage and bounds as necessary.



16. Habitat Protection Areas – Property which is also Public Benefit Conveyance Land (PBC). The portion of the Property which consists of PBC lands shall remain as open space in perpetuity for the benefit of the state-listed species affected by the Proposed Project. This Permit authorizes the construction of a multi-use trail, remediation of the “small landfill,” and habitat restoration and management within such portion of the Property, subject to the conditions set forth in this Permit. Final plans for the multi-use trail and small landfill remediation must be reviewed and approved in advance by the Division, such approval not to be unreasonably withheld. Any other proposed projects or activities within such portion of the Property must be reviewed by the Division, subject to Paragraph 5 of this Permit.
  
17. Golf Course Construction. The final golf course design shall be consistent with the design parameters set forth on the Permit Application, the Golf Course Design Standards (Attachment 2) and the Golf Course Layout Plan (Attachment 2). Division review and approval of final, engineered golf course construction plans shall take place in accordance with the procedures set forth in Attachment 2. Construction period monitoring of state-listed turtles and birds, and construction timing shall take place in accordance with the Grassland Bird Construction Monitoring Plan (Attachment 3A) and the Box Turtle Construction Monitoring Plan (Attachment 3B). As specified in the Construction & Mitigation Phasing Plan (Attachment 1B), Grassland restoration outside of the golf course limits of work, habitat restoration in Taxiway C, the TACAN wetland, and Turtle Nesting Area 2, and initial removal of thatch in existing grasslands will take place prior to the start of golf course construction. Said habitat restoration shall be overseen by a qualified wildlife biologist, approved in writing in advance by the Division, and shall be carried out in accordance with the Grassland Restoration Plan (Attachment 4A), Eastern Box Turtle Nesting Mitigation Plan (Attachment 4B), and Taxiway C Restoration Plan (Attachment 4C). Upon completion of the habitat restoration, the biologist shall provide written certification that the initial habitat restoration has been completed in accordance with this Permit. The Division shall have 14 days to inspect the restoration areas and determine in writing whether or not the restoration has been properly completed. In no event shall golf course construction be initiated until the Division certifies in writing that the restoration has been properly completed, with the exception that, if the Division fails to respond in 14 days, then golf course construction may be initiated. Temporary turtle construction barriers shall be installed in accordance with Paragraph 18 of this Permit.
  
18. East-West Parkway Construction. The east-west parkway, turtle barriers, bridges, and wildlife crossings shall be constructed in general accordance with the Parkway 25% Design Plans (Attachment 4D), or as otherwise approved by the Division in writing, with the exception of the plan for the bridge over Old Swamp River (Sheet 5) which shall be modified as described herein. No work on the portion of the east-west parkway between the easternmost roundabout and Weymouth Street shall commence until the Division has reviewed and approved in writing final engineered parkway plans (1":40' scale), showing a clearly delineated limit of work, all proposed construction, grading, and staging areas, and all pertinent construction details and profiles, including but not limited to turtle barriers, bridges, and wildlife crossings. The plans submitted to the Division for review shall include detailed design plans for the bridge over the Old Swamp River, including a detailed proposed conditions plan for the area under and immediately adjacent to the proposed bridge that is compatible with the passage of Eastern Box Turtles, said plan to include proposed stream, bank, and riverfront area reconstruction and re-vegetation for the section of the river under and adjacent to the proposed bridge that was previously disturbed by the existing culverts.

Approval of minor changes to the proposed parkway limit of work shall not be unreasonably withheld provided that the Permit Holder demonstrates that said changes are necessary, and provided that said changes have no more than a de minimus impact on the Eastern Box Turtle or its habitat. If the Division approves minor changes to the proposed limits of work, the Division shall



also approve corresponding changes to the boundaries of the East-Base and Off-Base open space parcels so as to ensure that said boundaries correspond approximately to the revised limits of work.

Pre-construction and construction period box turtle monitoring shall be carried out in accordance with the Box Turtle Construction Monitoring Plan (Attachment 3B). Installation of the permanent turtle barrier and crossing structures shall be overseen by a qualified wildlife biologist approved in writing in advance by the Division. Upon completion of the barrier installation, the Division shall receive a letter from a licensed surveyor certifying that the barriers have been installed in the locations shown on the Division-approved final parkway plans, and a letter from the qualified wildlife biologist certifying that the turtle barriers have been installed in accordance with the Division-approved final parkway plans, have been properly toed in, and are connected, without gaps, to the wildlife crossing structures. The turtle barriers and wildlife crossing structures shall be inspected and maintained in perpetuity by SSTITDC as set forth in Paragraph 25 of this Permit.

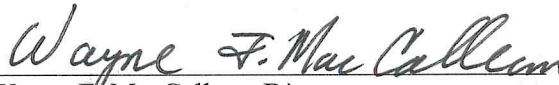
19. Protection of State-listed Species During Construction. Protection of State-listed Species during construction shall be in accordance with the procedures set forth in the Permit Application, the Grassland Bird Construction Monitoring Plan (Attachment 3A), and the Box Turtle Construction Monitoring Plan (Attachment 3B). Installation of temporary construction turtle barriers shall be overseen by a qualified wildlife biologist approved in writing in advance by the Division. Upon installation of any required barriers, the Division shall receive a letter from the biologist certifying that the barriers have been properly installed and toed in.
20. Habitat Restoration. Grassland and Turtle nesting/early successional habitat shall be restored in accordance with the Grassland Restoration Plan (Attachment 4A), Eastern Box Turtle Nesting Mitigation Plan (Attachment 4B), and Taxiway C Restoration Plan (Attachment 4C), according to the schedule set forth in the Construction & Mitigation Phasing Plan (Attachment 1B). The Permit Holder will make all reasonable efforts to promptly obtain Conservation Commission approval for proposed management activities subject to Conservation Commission jurisdiction, and to renew such approvals as necessary. In the event that proposed habitat restoration cannot be implemented in its entirety, the procedures set forth in Paragraph 5 of this Permit shall apply.
21. Long-term Monitoring of Eastern Box Turtles & State-listed Grassland Birds. The Permit Holder shall implement long-term monitoring of Eastern Box Turtles and state-listed grassland birds in accordance with Attachments 5A and 5B.
22. Long term Habitat Management. The Permit Holder shall implement, and continue to implement indefinitely, long-term grassland and Eastern Box Turtle habitat monitoring & management, as set forth in Attachments 6A and 6B.
23. Off-site Grassland Bird Mitigation. Prior to the start of Work on the Property, the Permit Holder will execute an escrow agreement, said agreement to be in substantially the same form as Attachment 7. In accordance with the schedule set forth in the escrow agreement, the Permit Holder will provide \$1,282,160 to be used for land protection, habitat management, habitat restoration, and or conservation planning and research to benefit the Grasshopper Sparrow and Upland Sandpiper in Massachusetts.
24. Monitoring of Open Space Boundaries, Turtle Barriers and Road Crossing Structures. In accordance with Attachment 5B and Attachment 8, the Permit Holder shall monitor the open space boundaries, turtle barriers, and road crossing structures. The Permit Holder shall maintain, repair, and replace, as necessary, the turtle barriers, road crossing structures, and open space bounds and signage. The PBC portions of the Property and other portions of the Property shall be inspected at least once annually by a qualified independent inspector, approved in advance by the NHESP. Within 30 days



of said inspection, said inspector shall prepare and provide to the NHESP a brief report documenting any observed encroachments in the open space, any violations of the Grants of Restriction, and the condition of permanent bounds and open space signage.


25. Responsibilities of LNR and SSTTDC. The relative responsibilities of the two entities constituting the Permit Holder shall be as specified in Attachment 8. As described in Attachment 8, SSTTDC, will be responsible for implementing all pre- and post-construction endangered species protection, habitat restoration, long-term monitoring and management requirements regardless of the ability of any owner of any portion of the Property to pay. SSTTDC shall designate a staff person to be responsible for all aspects of Permit compliance. In order to ensure permit compliance, this person shall oversee all permit compliance activities set forth in Attachment 8, and carried out by all property owners, contractors and or other third parties. Prior to the start of Work, the NHESP shall be provided with the name and contact information of said staff person, whose contact information shall be updated by the SSTTDC as necessary.

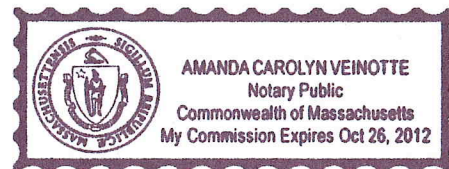
**Conservation Permit 008-125.DFW**  
**Issued this 12th day of February 2009**  
**Work must be completed by: 12 February 2024.**

  
Wayne F. MacCallum, Director  
Massachusetts Division of Fisheries & Wildlife

Commonwealth of Massachusetts, County of Worcester.

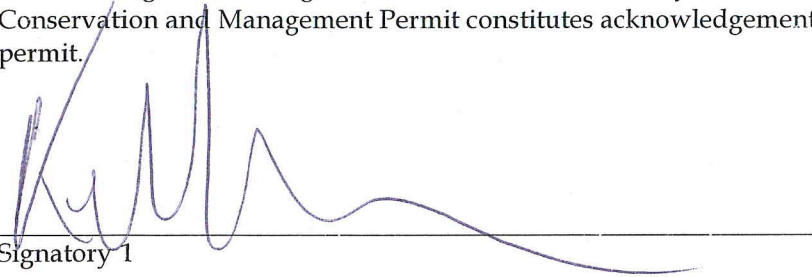
On this 12 February 2009, before me, the undersigned notary public, personally appeared Wayne MacCallum, Director of the Massachusetts Division of Fisheries and Wildlife, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.

  
Amanda Carolyn Veinotte, Notary Public  
My Commission expires: October 26, 2012



# ACKNOWLEDGEMENT AND ACCEPTANCE OF ALL TERMS OF THIS CONSERVATION PERMIT

The undersigned below agrees that commencement of any work authorized by and described in this Conservation and Management Permit constitutes acknowledgement and acceptance of all terms of this permit.

  
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Signatory 1

LNR SOUTH SHORE, LLC, a Delaware limited liability company

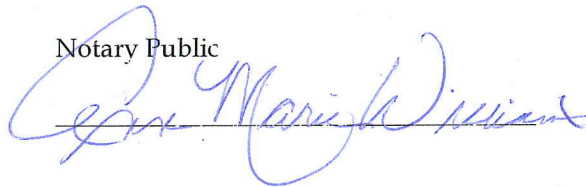
By: LNR South Shore Development, Inc., a Massachusetts corporation, its sole member

By: Kevin Chase  
Name: LNR South Shore LLC  
Its: vice president

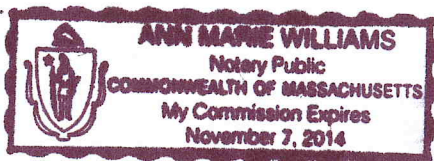
## COMMONWEALTH OF MASSACHUSETTS

On this 6<sup>th</sup> day of March 2009, before me, the undersigned notary public, personally appeared Kevin Chase, proved to me through satisfactory evidence of identification which was Reasonably known to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Notary Public



SEAL



My commission expires: 11-7-2014



South Shore Tri-Town Development Corporation

By:

*Kevin R. Donovan*  
*Chief Executive Officer*

Signatory 1

COMMONWEALTH OF MASSACHUSETTS, *Plymouth County*

On this 2nd day of March, 2009, before me, the undersigned notary public, personally appeared Kevin R. Donovan, proved to me through satisfactory evidence of identification which was personally known to me to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Notary Public

*Mary J. Loderio*

SEAL

My commission expires: Feb. 13, 2015

Copies:

- Weymouth Board of Selectmen
- Weymouth Conservation Commission
- Weymouth Planning Board
- Rockland Board of Selectmen
- Rockland Conservation Commission
- Rockland Planning Board
- Abington Board of Selectmen
- Abington Conservation Commission
- Abington Planning Board
- Hingham Board of Selectmen
- Hingham Conservation Commission
- Hingham Planning Board
- Citizens Advisory Committee, c/o South Shore Tri-Town Development Corporation
- DEP, Northeast Regional Office, MEPA Coordinator
- Dianne Madden, MassHighway
- Lisa Standley, VHB