

The Preserve on the Weweantic (Preservation Lane), Wareham, road construction history and documents

May 13, 2005

SEA Consultants, Inc., 485 Massachusetts Avenue, Cambridge, MA 02139, 617-497-7800, signs a Site Observations contract with the Town of Wareham for site observation services for Preservation Lane, Wareham, for a fee of \$7500.

June 1, 2005, SEA Consultants, Inc. submits a Construction Observation Report to the Town of Wareham. "Gravel added to the entrance of the site." Report with photo attached.

June 7, 2005, Yachats Realty Corp. pays the town of Wareham \$7500 for the site observation contract with SEA Consultants. Receipt attached.

June 28, 2005, SEA Consultants, Inc. submits a Construction Observation Report to the Town of Wareham. "Catch basins and drain manholes in place; forebay areas being shaped and spillway in place." Report with photos attached.

July 20, 2005, SEA Consultants, Inc. submits a Construction Observation Report to the Town of Wareham. "Catch basins and drain manholes in place. Road grading is under construction." Report with photos attached.

August 10, 2005, SEA Consultants, Inc. submits a Construction Observation Report to the Town of Wareham. "Road has been graded and detention basins have been shaped, seeded and loamed." Report with photos attached.

September 20, 2005, SEA Consultants, Inc. submits a Construction Observation Report to the Town of Wareham. "Landscaping in cul-de-sac island. The binder course of pavement has been installed and looks good. Detention basin has been completed. Hay bales leading to dock need to be replaced. Proponent is beginning to clear lot for construction." Report with photos attached.

August 3, 2005, Form J Performance Secured By Bank Passbook agreement signed between Town of Wareham and Scott Blagden. Copy attached.

August 4, 2005, Form J Performance Secured By Bank Passbook deposit paid to the Town of Wareham by Yachats Realty Corp. Receipt attached.

July 26, 2006: Covenant and Restriction for Common Ownership of Private Water Service recorded with the Plymouth County Registry of Deeds Book 33087, Pages 347-349. Copy attached.

The Form F covenant that was recorded May 16, 2005, with the Plymouth County Registry of Deeds, Document number 56655, Book 30532, Pages 127 – 131, required that: *"The developer/applicant shall be required to establish a homeowners association HOA that will be responsible for the maintenance of operation of the approved street light plan and to provide for the maintenance and operation of the storm water system including any and all retention basin,*

*and all other common land within the approved subdivision. **The HOA organization will be approved by Town Counsel and shall remain in force in operation for the duration of the life of the subdivision.***

2007: Scott Blagden's attorney, Jeffrey M. Lovely, Esq., 6 Railroad Ave., Foxboro, MA 02035, 508-698-3000, got the Trust documents approved by Town Counsel Kopelmen & Paige, P.C., 101 Arch Street, Boston, MA 02110, 617-556-0007. The attorney who worked on the documents was Laura H. Pawle. Email correspondence and Trust documents attached including:

- Declaration of Trust: Preservation Lane Trust recorded August 22, 2008, with the Plymouth County Registry of Deeds Document # 71041. Book 36297 Pages 122-138.
- Declaration of Protective Covenants and Restrictions Affecting "Preservation Lane" Wareham, Massachusetts recorded August 22, 2008, with the Plymouth County Registry of Deeds Document # 71039, Book 36297 Pages 108-116.

The Declaration of Protective Covenants and Restrictions Affecting "Preservation Lane" Wareham, Massachusetts stipulate that:

1. *The Owners of the Affected Lots shall be jointly responsible for the care, maintenance, repair and reconstruction of Preservation Lane as may be reasonably necessary and appropriate to keep and maintain same in a safe, convenient, and passable condition, year round, including maintenance, repair and replacement of paved surfaces (including, without limitation, roadway and sidewalks); maintenance, repair and replacement of storm water drainage pipes and structures; Removal of debris and trash; Washing and sweeping of paved areas; Maintaining appropriate signs and markers; Repairing, replacing and repainting striping, markers, directional signs, and all other similar markings; and snow and ice removal.*
2. *The owners of the Affected Lots shall mutually own the water service servicing the Preservation Lane subdivision inclusive of all pipes, services, valves, fittings, service boxes, meter pits, and associated appurtenances.*
3. *All costs associated with the maintenance, repair, and/or replacement of said water service as located in, on or under Preservation Lane shall be the sole responsibility of the Owners of the Affected Lots.*

March 2021: Scott Blagden Contacted Ken Buckland to ask about the procedure for completing the road. Ken connected Scott with Dave Menard and they met at Preservation Lane on April 14, 2021. Dave instructed Scott to complete the topcoat and the curbing and then contact him when the construction was complete to do a final inspection. Email attached.

Fall 2022: concrete curbing installed. It was too late in the season to do the topcoat due to the cold weather, so the topcoat of asphalt was done in 2023.


July 26, 2023: Scott Blagden contacted Ken Buckland and Dave Menard to inform them that all construction at Preservation Lane was complete.

In August, 2023, Dave Menard did an inspection of Preservation Lane and notified Ken Buckland that the road construction was complete and that he was okay with releasing the bond. Email attached.

In September 2023, GAF Engineering prepared a Final As-Built Plan entitled "The Preserve on the Weweantic" dated September 8, 2023, and submitted the plan to Ken Buckland. As-Built plan attached.

Letter from Preservation Lane homeowner's attached.

Photos of completed road attached.


Scott Blagden, Pres.
Yachats Realty Corp.

10-8-23
Date



S E A Consultants Inc.
Scientists/Engineers/Architects

May 13, 2005

FILE COPY

Mr. Charles Gricus
Director of Planning & Resource Management
Town of Wareham
Old Town Hall
505 Main Street
Wareham, Massachusetts 02571

*YACHATS REALTY CORP
Scott Blagden
1. Twins Beach Lane
Wareham, MA
508-291-7676 pb
508-291-7267 fa
scott@scottblagden.co*

Re: Site Observations
Weweantic Preserve
Wareham, Massachusetts
S E A Ref. No. 2002397.13-A

Dear Chuck:

S E A Consultants Inc. (S E A) has prepared this letter proposal for assisting the Town of Wareham by providing Site Observation Services for the Weweantic Preserve project. We are prepared to perform this work in accordance with September 1, 2002 Agreement between the Town and S E A for Engineering and Construction Supervision Services as well as the General Scope of Services for Site Observations. S E A proposes to perform this work for a fee not expected to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) for the project. Compensation for services rendered under this task shall be made in accordance with Section B of the September 1, 2002 Agreement between the Town and S E A.

By authorizing this work, the Town acknowledges that the authorization amount is acceptable and S E A may proceed with the scope of work.

Please call me if you should have any questions.

Very truly yours,

S E A CONSULTANTS, INC.

Al Wells, P.E.
Project Manager

485 Massachusetts Avenue
Cambridge, MA 02139-4018
(617) 497-7800
FAX (617) 498-4630
Email cambridge@seacon.com

i:\clients\wareham ma, town of\2002397.42 wareham plaza\contracts\wareham plaza-authorization ltr_observations.doc

AUTHORIZATION TO PROCEED

By: Charles Gricus Date: 5-18-05
Charles Gricus, Director of Planning and Resource Management
Wareham, Massachusetts

Rocky Hill, CT
Concord, NH

TOWN OF WAREHAM

#0257 27532

Department Planning

Check Cash

Received From: Yachats Realty Corp

\$ 7500.-
Amount Received

Purpose Prepd engineering costs - SEA
for Wewacanti e. Reserve Map 54 Parcel 17

BY Hansen
Employee Signature

6/7/05
Date

EXEMPT COPY



CONSTRUCTION OBSERVATION REPORT

Prepared by: S E A Consultants, Inc. 485 Massachusetts Avenue Cambridge, Massachusetts 02139 (617) 497-7800	Prepared for: Town of Wareham Planning Board Wareham, Massachusetts 02571 (508)-295-9344
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Project Information

Day: Wednesday	Date: 6/01/05	Time On Site: 3:10	Inspector's Name: CK
Project Title: Weweantic Preserve - Subdivision development			Location: Cromesett Road
Contractor: Scott Blagden Real Estate			
Contact: Scott Blagden			Weather: Clear, 70 F

Construction Activities

Gravel added to entrance of site. No further construction activity present at this time

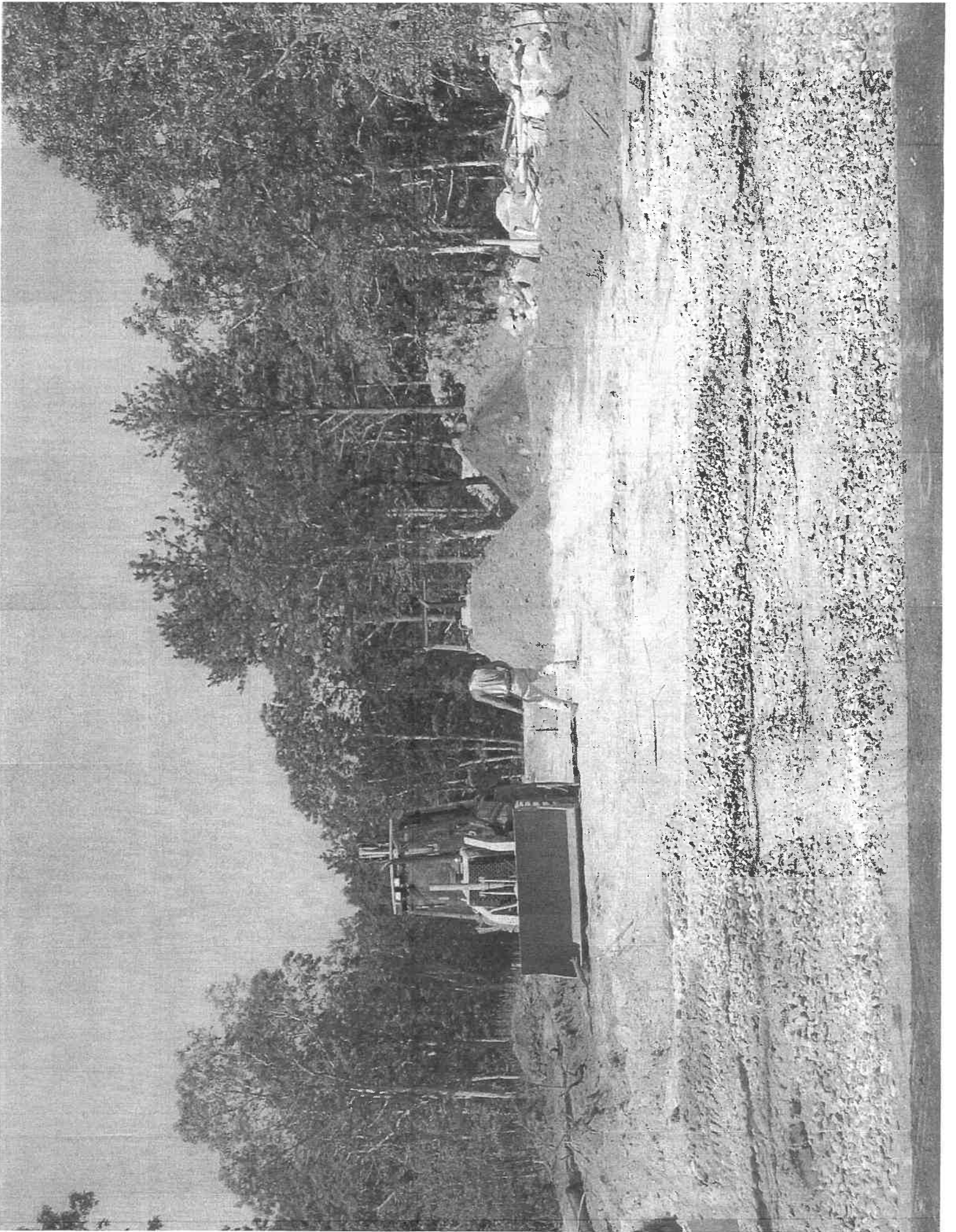
Deficiency Items / Corrective Actions

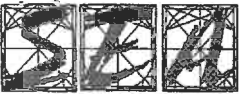
Item	Description of Deficiency	Corrective Action
1.		
2.		
3.		

Miscellaneous

Anticipated Date of Next Inspection: To be determined
Submit Copy of Report to:
 Mark Gifford
 Town of Wareham – Director of Municipal Maintenance

Signature: CK Kelleher





CONSTRUCTION OBSERVATION REPORT

Prepared by:	Prepared for:
S E A Consultants, Inc. 485 Massachusetts Avenue Cambridge, Massachusetts 02139 (617) 497-7800	Town of Wareham Planning Board Wareham, Massachusetts 02571 (508)-295-9344

Project Information			
Day: Tuesday	Date: 6/28/05	Time On Site: 8:30	Inspector's Name: CK/CN
Project Title: Weweantic Preserve - Subdivision development			Location: Cromesett Road
Contractor: Scott Blagden Real Estate			
Contact: Scott Blagden			Weather: Cloudy, 70 F

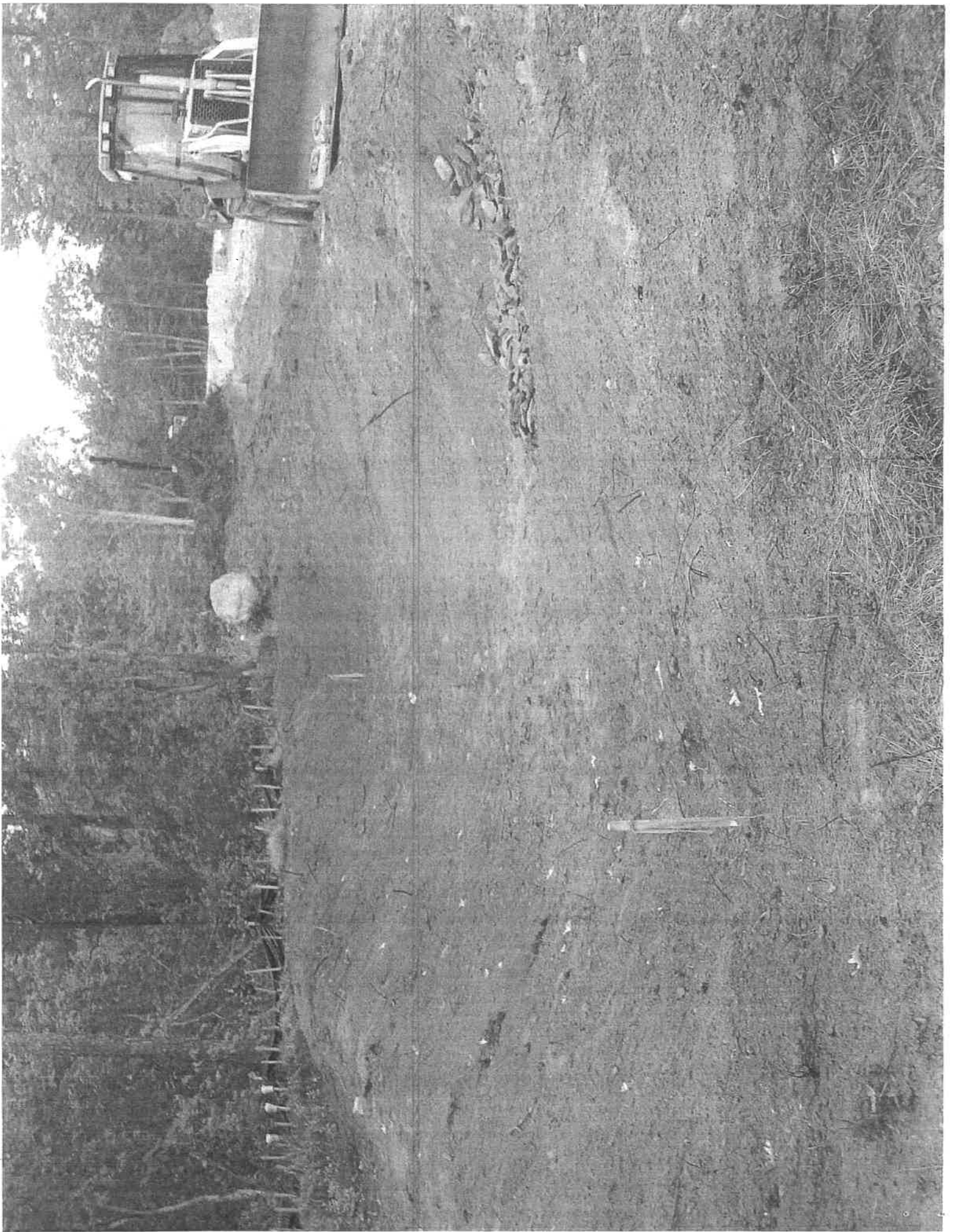
Construction Activities	
<p>The catch basins and drain manholes are in place. The 12" ADS N-12 drainage pipes have been changed to 12" concrete gasket pipe. The change in pipe material was due to the fact that the inverts were raised and the concern that the ADS N-12 pipe would be crushed being in such close proximity to the roadway surface. The roadway will be raised approximately 3-6" than originally planned. The proposed forebay areas are being shaped and the 15" spillway is in place. See attached photos.</p>	

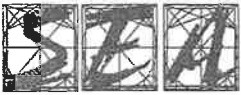
Deficiency Items / Corrective Actions		
Item	Description of Deficiency	Corrective Action
1.	Hay bales and silt fences are full of silt by 15" spillway.	Reinstall and/or replace hay bales and silt fence
2.		
3.		

Miscellaneous	
Site Photos attached (total of 2)	
Anticipated Date of Next Inspection: To be determined	
Submit Copy of Report to: Mark Gifford Town of Wareham – Director of Municipal Maintenance	

Signature: Citra Kelleher







CONSTRUCTION OBSERVATION REPORT

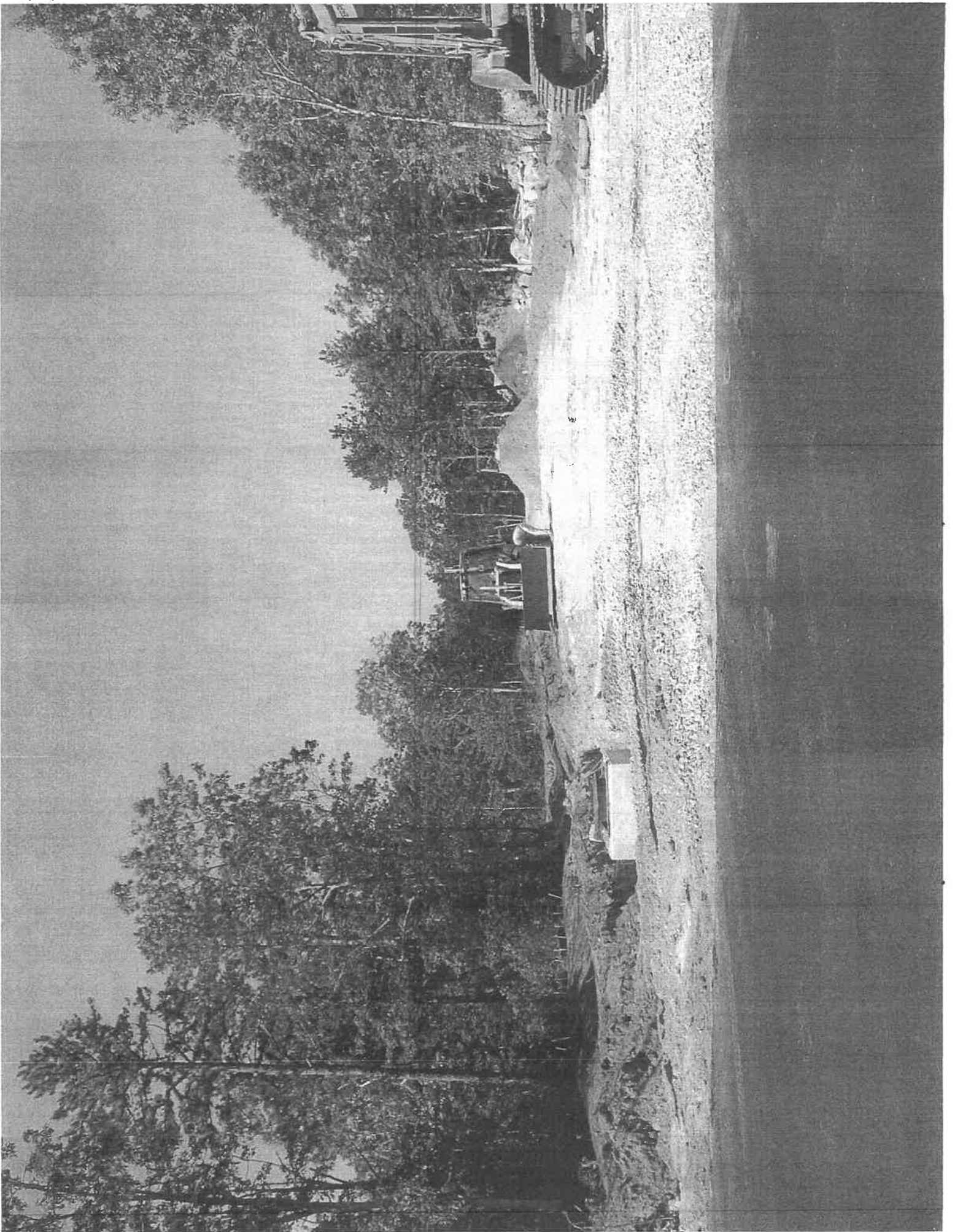
Prepared by:	Prepared for:
S E A Consultants, Inc. 485 Massachusetts Avenue Cambridge, Massachusetts 02139 (617) 497-7800	Town of Wareham Planning Board Wareham, Massachusetts 02571 (508)-295-9344

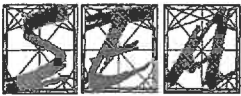
Project Information			
Day: Tuesday	Date: 7/20/05	Time On Site: 8:30	Inspector's Name: CK
Project Title: Weweantic Preserve - Subdivision development			Location: Cromesett Road
Contractor: Scott Blagden Real Estate			
Contact: Scott Blagden			Weather: Clear, 85 F

Construction Activities
The catch basins and drain manholes are in place. Road grading is under construction. See attached photos

Deficiency Items / Corrective Actions		
Item	Description of Deficiency	Corrective Action
1.		

Miscellaneous
Site Photos attached (total of 1)
Anticipated Date of Next Inspection: To be determined
<i>Submit Copy of Report to:</i> Mark Gifford Town of Wareham – Director of Municipal Maintenance





CONSTRUCTION OBSERVATION REPORT

Prepared by:	Prepared for:
S E A Consultants, Inc. 485 Massachusetts Avenue Cambridge, Massachusetts 02139 (617) 497-7800	Town of Wareham Planning Board Wareham, Massachusetts 02571 (508)-295-9344

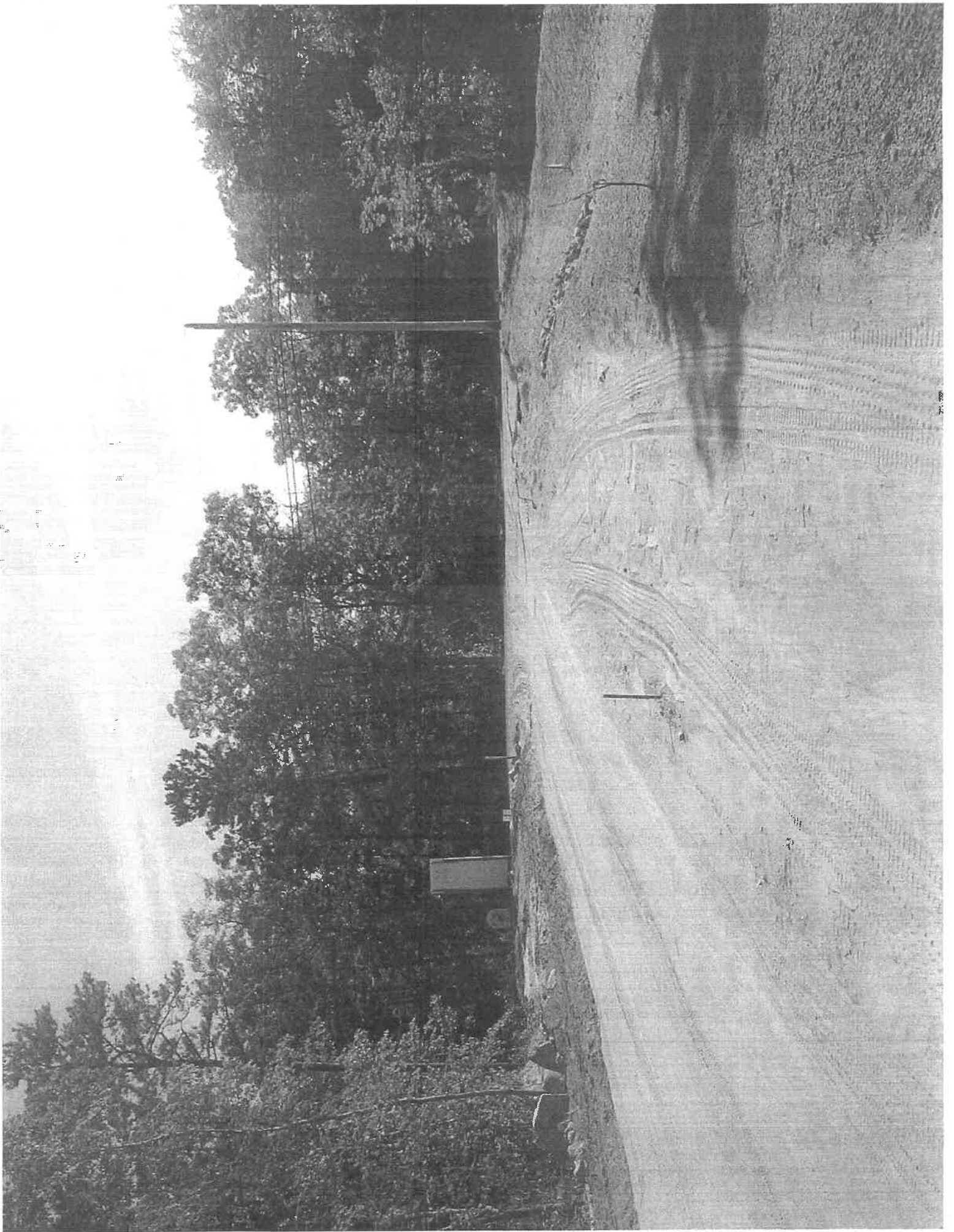
Project Information			
Day: Tuesday	Date: 8/10/05	Time On Site: 10:30	Inspector's Name: CK
Project Title: Weweantic Preserve - Subdivision development			Location: Cromesett Road
Contractor: Scott Blagden Real Estate			
Contact: Scott Blagden			Weather: Clear, 85 F

Construction Activities
Road has been graded and the detention basins have been shaped, seeded and loamed.

Deficiency Items / Corrective Actions		
Item	Description of Deficiency	Corrective Action
1.		

Miscellaneous
Anticipated Date of Next Inspection: To be determined
<i>Submit Copy of Report to:</i> Mark Gifford Town of Wareham – Director of Municipal Maintenance







CONSTRUCTION OBSERVATION REPORT

Prepared by: S E A Consultants, Inc. 485 Massachusetts Avenue Cambridge, Massachusetts 02139 (617) 497-7800	Prepared for: Town of Wareham Planning Board Wareham, Massachusetts 02571 (508)-295-9344
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Project Information			
Day: Tuesday	Date: 9/20/05	Time On Site: 9:00	Inspector's Name: CK
Project Title: Weweantic Preserve - Subdivision development			Location: Cromesett Road
Contractor: Scott Blagden Real Estate			
Contact: Scott Blagden			Weather: Cloudy, 85 F

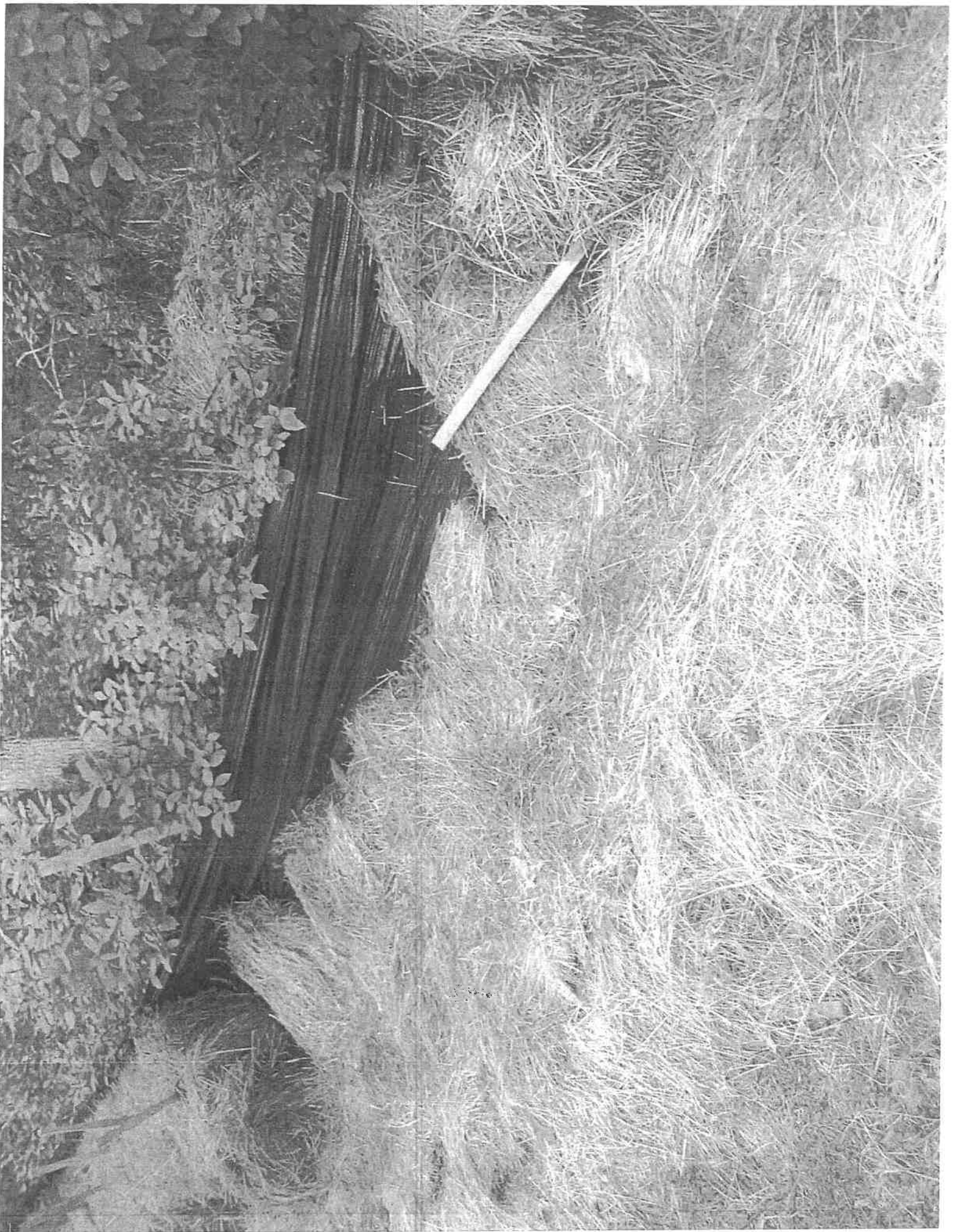
Construction Activities
Landscaping in cul-de-sac-island. The binder course of pavement has been installed and looks good. Detention basin has been completed. Hay bales leading out to the dock need to be replaced. Proponent is beginning to clear lot for construction. See attached photos

Deficiency Items / Corrective Actions		
Item	Description of Deficiency	Corrective Action
1.	Hay bales in poor shape	Replace damaged hay bales.

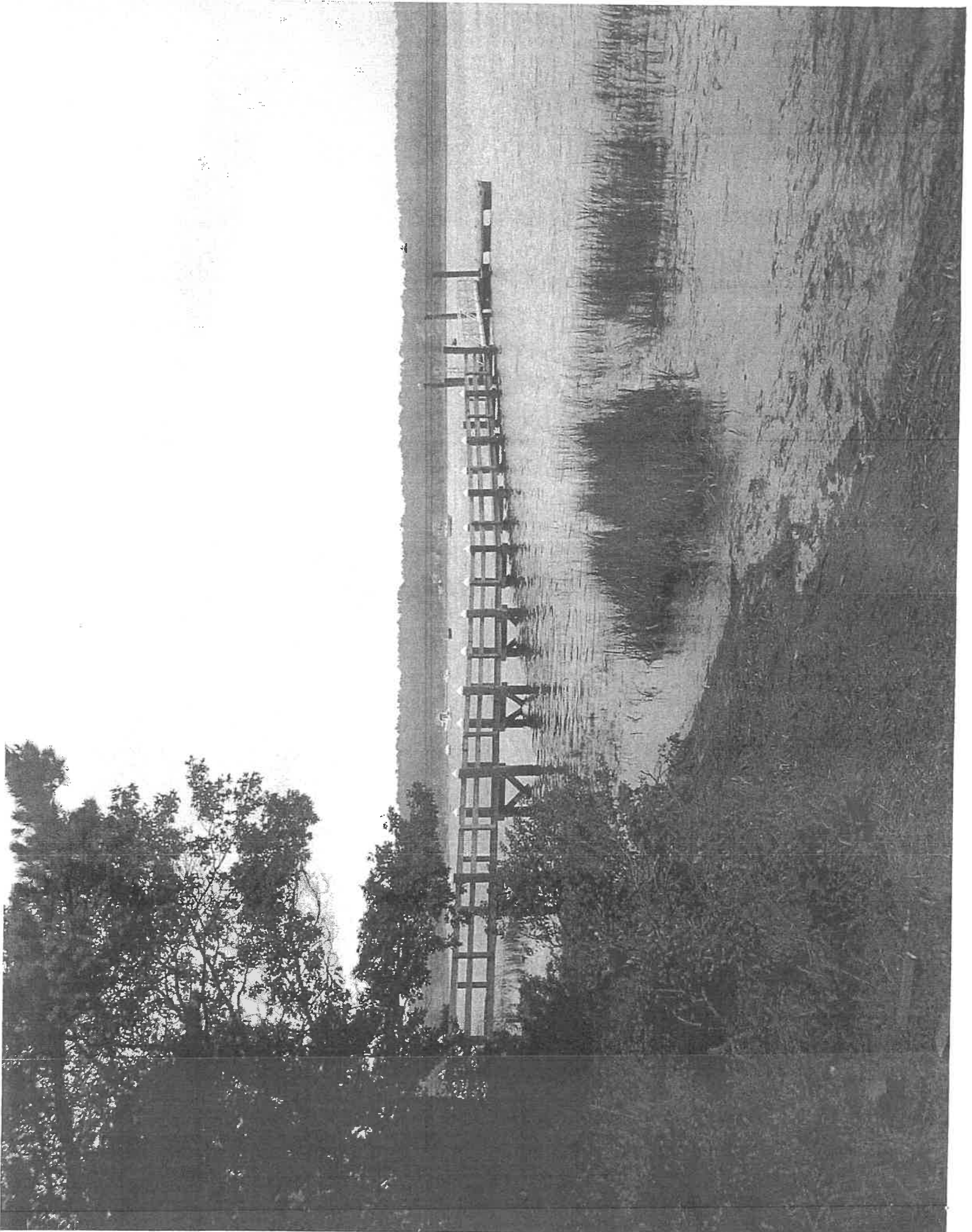
Miscellaneous
See attached site photos
Anticipated Date of Next Inspection: To be determined
Submit Copy of Report to: Mark Gifford Town of Wareham – Director of Municipal Maintenance











FORM J
PERFORMANCE SECURED
BY BANK PASSBOOK

August 3, 2005

Wareham, Massachusetts

AGREEMENT made this date between the (city/town) of Wareham and Scott Blagden hereinafter referred to as "the applicant" of 1 Twin's Beach Lane, Wareham, Ma. to secure construction of ways and installation of municipal services in the subdivision of land shown on a plan entitled: "The Preserve on the Weweantic", by: G.A.F. Engineering, Inc., dated: Revised June 3, 2003 owned by: Yachats Realty Corporation address: 1 Twin's Beach Lane land located: Off Cromesett Road, and showing 5 proposed lots.

KNOW ALL MEN by these presents that the applicant hereby binds and obligates himself, his, or its executors, administrators, devisees, heirs, successors and assigns to the (city/town) of Wareham a Massachusetts municipal corporation, acting through its Planning Board, in the sum of \$112,697 dollars, and has secured this obligation by deposit with the Treasurer of said (city/town) of Wareham, a deposit of money for the above sum represented by Bank Passbook No. 226 with an order drawn on the Webster Bank of Fall River, payable to the order of the planning board of the (city/town) of Wareham, said sum to be used to insure the performance by the applicant of all covenants, conditions, agreements, terms and provision contained in the following:

1. Application for Approval Definitive Plan (Form C), dated: March 24, 2003:
2. The subdivision control law and the Planning Board's Rules and Regulations governing this subdivision and dated March 14, 1977 revised through March 13, 2000.
3. Conditions included in the Certificate of Approval issued by the Planning Board and dated August 22, 2002.
4. The definitive plan as qualified by the Certificate of Approval; and

5. Other document(s) specifying construction to be completed, namely: (specify other documents, if any, and list lots secured if only a part of the subdivision is secured by a bank passbook)

This agreement shall remain in full force and effect until the applicant has fully and satisfactorily performed all obligations, or has elected to provide another method of securing performance as provided in M.G.L., Chapter 41, Section 81-U.

Upon completion by the applicant of all obligations as specified herein, or before August 2007, or such later date as may be specified by vote of the Planning Board with the written concurrence of the applicant and the bank, the bank passbook applicant should fail to complete the construction of ways and installation of municipal services as specified in this agreement and within the time herein specified, the funds on deposit in the account by the Planning Board for the benefit of the (city/town) of Wareham to the extent of the reasonable cost to the (city/town) of completing such construction or installation as specified in this agreement. Any unused funds and the bank passbook will be returned to the applicant upon completion of the work by said (city/town).

The (city/town) of Wareham acting by and through its Planning Board hereby agrees to accept the aforesaid bank passbook and order drawn thereon as security for the performance of this project;

In consequence where, the Planning Board hereby releases from the restrictions as to sale and building specified in said Covenant the following enumerated lots:

Lots 1.2.3.23.24 shown on plan entitled The Preserve on the Weweantic prepared by

G.A.F. Engineering, Inc. dated Revised June 3, 2003 and owned by

Yachats Realty Corporation

MAJORITY OF THE
PLANNING BOARD OF THE
TOWN OF WAREHAM

[Handwritten signatures]

COMMONWEALTH OF MASSACHUSETTS

Plymouth, SS:

August 8, 2005

Then personally appeared before me Arthi Frangiadis
George T. Barrett
Mary D. Herley the above-named
Member(s) of the Planning Board of the Town of Wareham, Massachusetts, and

acknowledged the foregoing instrument to be the free act and deed of said Planning Board,
and proved to me through satisfactory evidence of identification,
which were Ma. drivers license, to be the person(s) whose
name is signed on the preceding or attached document, and acknowledged
to me that he/she signed it voluntarily for Oxenna Marjoran
its stated purpose.

Notary Public
Brenda L. Sampson

My Commission Expires:
My Commission Expires
August 25th, 2011

OFFICIAL CHECK

CITIZENS BANK
Boston, Massachusetts

23-97
1020
973586556-1
AUGUST 03, 2005

***112,696.55**

DOLLARS

YACHATS RLTY&TOWN OF WAREHAM

NON-NEGOTIABLE

MEMO:

PAYMENT
OF

Issued by Integrated Payment Systems Inc., Englewood, Colorado
JPMorgan Chase Bank, N.A., Denver, Colorado

SAVE THIS RECORD

*Charlotte Rennie
Michele Corry*

WE CANNOT GIVE INFORMATION OR SEARCH RECORDS UNLESS THIS COPY IS PRESENTED

Receipt		Date <u>8/4/05</u> 19__	No. <u>43375</u>
RECEIVED FROM	<u>Yachats Realty</u>		\$112,696.55
	<u>plus 454</u>		<u>+ .45</u>
	<u>One Hundred Twelve Thousand Six Hundred Ninety Six and 55/100</u>		DOLLARS
FOR RENT			
<input checked="" type="checkbox"/> FOR	<u>Guarantee Deposit - The Preserve on the Weweeantic Subdivision</u>		
FROM		TO	
ACCOUNT		cash	<u>Webster Bank</u>
PAYMENT		check	<u>Passbook #226</u>
BALANCE DUE		money	<u>Acct.</u>
		order	BY <u>Colleen Crote</u>
			D-2701

From: jml4844@aol.com [mailto:jml4844@aol.com]

Sent: Wednesday, June 27, 2007 1:33 PM

To: Laura H. Pawle

Cc: jml4844@aol.com

Subject: Wareham MA

Dear Laura: Thanks for calling back. Here are the documents that I have in my computer file labelled "Wareham Town Counsel." This is a subdivision approved a while back; private road, etc. Only one of 5 (I believe) lots is sold. We need your okay on this to record it.

Thanks, Jeff

Jeffrey M. Lovely, Esq.
6 Railroad Ave. PO 510
Foxboro MA 02035
508 698 3000
fax: 508 543 0798
email: jml4844@aol.com

See what's free at <http://www.aol.com>.

From: Laura H. Pawle

Sent: Tuesday, July 03, 2007 6:10 PM

To: 'jml4844@aol.com'

Subject: RE: Wareham MA - Preservation Lane

Hi Jeff,

I've made a number of revisions to the documents, all blacklined. I think that you also should have a Dedication of Water Service Facilities to transfer the water service facilities to the Trust, which I have attached. It also appears, based on the subdivision plans, that the water service facility between the shut-off valve in Cromesett Road and the Cromesett Road/Preservation Lane also needs to be transferred to the Trust, as the Declaration of Covenants states that the lot owners are responsible for maintenance downstream of shut-off valve. You'll need a Dedication from the Wareham Fire District Water Department, whom we do not represent.

Feel free to call to discuss.

Laura

BOTH SYSTEMS
Doc# 640406

71039
Received & Recorded
PLYMOUTH COUNTY
REGISTRY OF DEEDS
22 AUG 2008 04:00PM
JOHN R. BUCKLEY, JR.
REGISTER
Bk 36297 Pg 108-116

DECLARATION
OF PROTECTIVE COVENANTS AND RESTRICTIONS AFFECTING
"PRESERVATION LANE" WAREHAM, MASSACHUSETTS

This Declaration of Protective Covenants and Restrictions is made this 21st day of August, 2008, by Yachats Realty Corporation, a Massachusetts Corporation with a place of business in Massachusetts at 24 Circuit Ave, Wareham MA 02571 (hereinafter "Yachats Realty") and Joseph B. Reilly and Diane M. Reilly, 138 South Harmony Hill Road, Pawling, NY 12564 (hereinafter collectively "Reilly")(hereinafter collectively, Yachats Realty and Reilly, the "Declarant").

This Declaration is intended to and shall apply to that certain land owned by Yachats Realty and Reilly located in Wareham, Plymouth County, Massachusetts, and identified more particularly in the attached Exhibit A, which land shall hereinafter be referenced as the "Preservation Lane Subdivision."

WHEREAS Yachats Realty is the owner of four residential building lots and Reilly is the owner of one residential building lot situated in Wareham, Plymouth County Massachusetts, which lots are identified more particularly in the attached Exhibit B and shall hereinafter be referenced as the "Affected Lots;"

WHEREAS, Yachats Realty is also the owner of the fee interest in the street shown and designated as Preservation Lane and Lot 25 (a "drainage parcel" adjacent to Preservation Lane) as identified more particularly in the attached Exhibit C and the owner of water service facilities located within Preservation Lane;

WHEREAS, the Wareham Fire District Water Department ("Water Department") is the owner of the water service utility and associated appurtenances located on or under the public right of way on Cromesett Road between the boundary of said street and the curb stop valve located within Cromesett Road;

WHEREAS, the restrictions set forth herein are imposed for the benefit of the Affected Lots and for the benefit of the Town of Wareham ("Town"), its successors and assigns, and shall be enforceable by the Town, its successors and assigns, the Declarant, its heirs, successors, and assigns, and each and every owner(s) of any one or more of the Affected Lots, their heirs, successors and assigns (hereinafter, individually and collectively, an "Owner" and, the "Owners") and shall run with the land; and

WHEREAS, the Preservation Lane Subdivision is subject to a Form F Covenant recorded at Plymouth County Registry of Deeds at Book 30532 Page 127 and Book 31087 Page 213 and registered at the Plymouth County District of the Land Court as document 586355 (hereinafter the "Covenant"), which covenant requires the formation of a homeowner's association to manage and maintain Preservation Lane; and

WHEREAS, Yachats Realty shall convey to said homeowners association the fee interest in said Preservation Lane and Lot 25 and a related drainage easement located on Lot 24, as

All costs associated with the maintenance, repair, and/or replacement of said water service as located in, on or under Preservation Lane shall be the sole responsibility of the Owners of the Affected Lots. The owners of the Affected Lots shall indemnify and hold the District and the Town, their heirs and assigns, harmless from any loss or damage resulting from any breach of the obligations of the owners as set forth herein. Maintenance and repair costs for those portions of the Water Service located on any individual Affected Lot(s) shall be borne by the owner of said Affected Lot, while costs for the Water Service located in, on, or under Preservation Lane shall be the joint responsibility of all of the owners of the Affected Lots as set forth herein.

It is acknowledged that the owners of Affected Lots (including their successors and/or assigns) shall be and are bound by the rules and regulations, specifications, policies, standard operating procedures, and/or directives of the Water Department as now in effect, or revised. It is understood that no party other than as authorized by the Water Superintendent may operate any valve or remove any meter except for those valves installed downstream of the meter. Nor shall any party take or allow leakage of water from any portion of the water system before it is metered. It is further understood that by order of the Water Superintendent the water supply to one or all parties may be terminated, interrupted, curtailed or restricted as necessary for operational efficiency and/or for failure to comply with the rules and regulations, specifications, policies, standard operating procedures, and/or directives of the Water Department.

3. The Owners of the Affected Lots shall each maintain Driveway Lantern lights in lieu of street lights, as referenced in the Covenant, and each Owner shall be responsible for any and all utility costs associated with said Driveway Lantern lights located on the Affected Lots.

4. Each record owner, whether one or more persons or entities, of title to any of the Affected Lots shall be responsible for one fifth (1/5) of all reasonable costs incurred pursuant to the provisions of paragraphs 1, 2 and 3 above.

5. In the event any Owner, whether acting directly or through any agent, servant or employee, undertakes any work within Preservation Lane, all reasonable efforts shall be used to ensure the minimal amount of interference with the use of the Affected Lots and regular access thereto. In addition, upon completion of any work which disturbs the surface of Preservation Lane, the party undertaking such work shall promptly regrade, recover, repair, and in connection therewith repave, reloom or reseed the area as needed. All work performed within Preservation Lane shall be completed in a timely fashion, in a good and workmanlike manner, consistent with applicable laws, statutes, rules, regulations, ordinances and bylaws.

6. In the event that all or any part of Preservation Lane shall be accepted by the Town of Wareham as a public way, the obligations of the Owners of the Affected Lots shall cease and thereafter be null and void with respect to same, but shall remain in force and be applicable with respect to any portion not so accepted, it being understood that Preservation Lane will likely remain a private road in perpetuity.

7. The financial obligations of the Affected Owners (other than Declarant) shall not commence until the road has received its final top coat of pavement and sidewalks have been fully constructed.

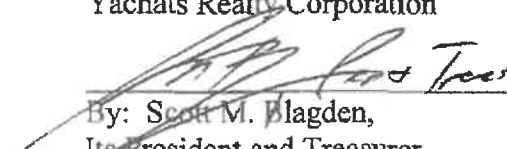
signed by the Declarant and recorded with the Plymouth County Registry of Deeds, provided that no such modification or change shall increase, directly or indirectly, the financial obligation of any Owner as set forth herein, nor shall any such modification change, abrogate, eliminate or reduce any right of access of any Owner. Further, Declarant reserves the right to and shall form a Homeowner's Association or Trust, subject to approval as to form of the Town Counsel of the Town of Wareham, pursuant to this Covenant, which Association shall thereafter be responsible for the administration of the matters set forth herein.

If any provision hereof, portion thereof or the application of such provision or portion to any person or circumstances shall be held invalid, the remainder or the application thereof to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and, to the fullest extent possible, the provision, portion or application thereof shall be reformed consistent with the intent thereof so as to be valid and applicable.

For Declarant's title to the Preservation Lane Subdivision, the Affected Lots, and Preservation Lane, see Exhibits A, B, and C which are expressly incorporated by reference herein.

Executed as a sealed instrument this 21st day of August, 2008.

Yachats Realty Corporation


By: Scott M. Blagden,
Its President and Treasurer

COMMONWEALTH OF MASSACHUSETTS
PLYMOUTH COUNTY August 21, 2008

Then personally appeared the above-named Scott M. Blagden, President and Treasurer of Yachats Realty Corporation who provided proof of his identity in the form of a valid Massachusetts driver's license and personal knowledge and acknowledged the foregoing instrument to be the free act and deed of Yachats Realty Corporation, before me,

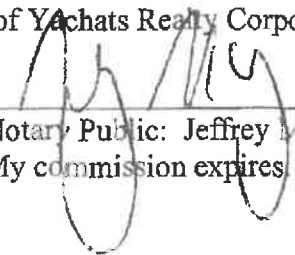

Notary Public: Jeffrey M. Lovely, Esq.
My commission expires 3/20/2009

EXHIBIT A
PROPERTY DESCRIPTION
PRESERVATION LANE SUBDIVISION WAREHAM MA

Two parcels of land in Wareham, Plymouth County, Massachusetts described more particularly as follows:

“Registered Land:” The land situated in Wareham, Plymouth County, Massachusetts and being shown as Lots 21, 22, 23, 24, 25, 26, and 27 on a plan of land entitled “Subdivision Plan of ‘The Preserve on the Weweantic’ Being a Subdivision of Lot 17 Shown on Land Court Plan 12002E” (Lotting Sheet 2) Prepared for Scott Blagden Real Estate, Ltd. by G.A.F. Engineering, Inc., Professional Engineers and Land Surveyors, 266 Main Street Wareham MA 02571; Scale 1”=50” dated March 3, 2003, last revised November 29, 2004, which Lots are shown on Land Court Plan 12002F, filed with the Plymouth County Registry District of the Land Court Certificate of Title #4024 (hereinafter the “Registered Land Plan.”).

For title of Yachats Realty Corporation to the above-referenced “Registered Land” see Plymouth County Registry District of the Land Court Certificate of Title No. 103820.

“Remaining Land:” The land situated in Wareham, Plymouth County, Massachusetts and being shown as Lots 1, 2, and 3, and land labeled “Preservation Lane,” and land labeled “Parcel A 47 s.f.” on a plan of land entitled “Subdivision Plan of “The Preserve on the Weweantic” (Lotting Sheet 3) G.A.F. Engineering, Inc., Professional Engineers and Land Surveyors, 266 Main Street Wareham MA 02571; Scale 1”=50” dated March 3, 2003, last revised June 3, 2003, recorded with Plymouth County Registry of Deeds as Plan 421 of 2005 in Plan Book 49 Page 1001 (hereinafter the “Remaining Land Plan.”).

For title of Yachats Realty Corporation to above referenced “Remaining Land” see deed of Scott Blagden Real Estate Ltd. recorded at Plymouth Deeds Book 26041 Page 347.

FOR TITLE OF JOSEPH & DANE REILLY SEE CERT 109780
BK 33621 P. 34

LAND COURT, BOSTON. The land herein described will be shown on our approved plan to follow as

AUG 08 2008

Plan 12002^F Lots 22 through 27
(EXAMINED AS DESCRIPTION ONLY) INCLUSIVE
T.C. PONTBRIAND
ACTING CHIEF ENGINEER
JmH

EXHIBIT C
PRESERVATION LANE
PRESERVATION LANE SUBDIVISION WAREHAM MA

“Preservation Lane” as referenced herein includes the Preservation Lane Roadway and Lot 25 “drainage parcel” identified more particularly as follows:

The land situated in Wareham, Plymouth County, Massachusetts and being shown as Lots 25, 26 and 27 on the Registered Land Plan referenced in Exhibit A; and the land situated in Wareham, Plymouth County, Massachusetts and being shown as “Preservation Lane” and land labeled “Parcel A 47 s.f.” on the Remaining Land Plan referenced in Exhibit A.

For title references to the Affected Lots see Exhibit A.

298320/WARH/0001

BOTH SYSTEMS
Doc#640408

71041
Received & Recorded
PLYMOUTH COUNTY
REGISTRY OF DEEDS
22 AUG 2008 04:00PM
JOHN R. BUCKLEY, JR.
REGISTER
Bk 36297 Pg 122-138

**DECLARATION OF TRUST
PRESERVATION LANE TRUST**

This Declaration of Trust is made as of this 21 day of August, 2008 by Yachats Realty Corporation, a Massachusetts Corporation with a place of business in Massachusetts at 24 Circuit Avenue, Wareham MA 02571 (hereinafter "Declarant") and Joseph B. Reilly and Diane M. Reilly, 138 South Harmony Hill Road, Pawling, NY 12564 (hereinafter collectively "Reilly").

The Preservation Lane Subdivision is a residential subdivision located in Wareham, Massachusetts and is identified and described more particularly in the attached Exhibit A property description. The purpose of this trust is to form a homeowner's association to maintain "Preservation Lane," a private roadway, Lot 25 (a "drainage parcel" adjacent to Preservation Lane), and a "drainage easement" located on Lot 24, each of the foregoing shown on the plans referenced in Exhibit A as set forth herein and in the Covenants referenced below.

WHEREAS the Declarant is the owner of four residential building lots and Reilly is the owner of one residential building lot situated in Wareham, Plymouth County Massachusetts, which lots are identified more particularly in the attached Exhibit B and shall hereinafter be referenced as the "Affected Lots;"

WHEREAS by Deed of even date herewith to be recorded herewith, the Declarant shall convey to this Trust the fee interest in the street shown and designated as Preservation Lane, the fee interest in Lot 25 (a "drainage parcel" adjacent to Preservation Lane), and a "drainage easement" located on Lot 24, each as identified more particularly in the attached Exhibit C, which said street, water service utility and associated appurtenances, drainage parcel, and drainage easement shall hereinafter be referenced as "Preservation Lane;" and

WHEREAS, the Owner(s) from time to time of the said Affected lots have been granted an express easement to use said private way for all purposes for which streets and ways are commonly used in the Town of Wareham; and

WHEREAS by Dedication of Water Service Facilities of even date herewith, the Declarant shall grant to this Trust the water service utility and associated appurtenances located on or under said street, and by Dedication of Water Service Facilities of even date herewith and recorded herewith, the Wareham Fire District Water Department shall grant to this Trust the water service utility and associated appurtenances located on or under the public right of way on Cromesett Road between the boundary of said street and the curb stop valve located within Cromesett Road, shown on the plans referenced in Exhibit A, said water service utilities and associated appurtenances and Preservation Lane shall hereinafter be referenced as "Association Property."

WHEREAS, Declarant has recorded, immediately prior hereto, a document entitled DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

amended from time to time. The acceptance of such deed or mortgage shall constitute acceptance and ratification of the terms of the Covenants and the Trust.

Section 2. Purposes

A. The purpose of this Trust is to provide an organization and procedures for the ownership, management and maintenance of the Association Property.

B. The Association Property shall be owned, administered, maintained and managed in accordance with the terms of this Trust and the Covenant and any rules promulgated pursuant to the Trust

Section 3. Trustees

A. The original Trustees hereunder upon the establishment of this Trust are Scott M. Blagden and Joseph B. Reilly, it being understood that Blagden, as President and Treasurer of Yachats Realty Corporation shall have four votes and that Reilly shall have one vote, until the sale of further lots by Yachats. The original Trustees (or each other person designated by the Declarant in the stead of any of said named persons who shall for any reason cease to be in office as a Trustee hereunder) shall remain in office as Trustees (such persons being hereinafter referred to as the "Original Trustees") hereunder until the Designation Date as hereinafter specified.

B. From and after the Designation Date, Trustees hereunder shall be designated as follows:

1. The Designation Date shall be the first Wednesday of July beginning in the year after the establishment of this Trust.

2. On the Designation Date, the owner or owners of each lot shall designate one owner or spouse to serve as its Trustee. If any lot fails to designate a Trustee on or before the Designation Date, the remaining Trustees shall do so. The five designees shall serve as the Board of Trustees for the following calendar year. Their terms of office shall commence as of their date of designation, and the terms of office of all Original Trustees shall terminate.

3. At each annual meeting of the Trust following the Designation Date there shall be designated one Trustee per lot hereunder in accordance with the procedures outlined above.

C. With respect to each person designated as aforesaid to be a Trustee hereunder, there shall promptly be recorded at the Plymouth County Registry of Deeds a certificate of such designation signed by any one or more of the Trustees hereunder and an acceptance of such designation signed by the person so designated. The persons so designated shall be and become Trustees of this Trust and shall be vested with the powers of the Trustees and title to the Association Property, jointly with the remaining or surviving Trustees or Trustee, without the necessity of any act of transfer or conveyance.

while in office or thereafter, by reason of being or having been a Trustee, except with respect to any matter as to which he or she shall have been adjudicated to have acted in bad faith, or with willful misconduct or reckless disregard of his or her duties or not to have acted in good faith in the reasonable belief that his action was in the best interests of the Trust; provided, however, that as to any matter disposed of by a compromise payment by such Trustee, no indemnification either for said payment or for any other expenses shall be provided unless such compromise shall be approved as in the best interests of the Trust by: (a) a majority of the "disinterested" Trustees then in office (i.e. those against whom neither the subject action or proceeding nor a related action or proceeding is pending); or (b) a majority of the Trustees then in office, provided that there has been obtained a written opinion of independent legal counsel to the effect that the said Trustee appears to have acted in good faith in the reasonable belief that his action was in the best interest of the Trust; or (c) the consent of Owners entitled to no less than fifty (50) percent of the beneficial interest hereunder.

6. QUORUM: In any matters relating to the administration of the Trust and the exercise of powers hereby conferred, the Trustees may act by a majority vote of those Trustees present at any duly called meeting at which a majority of Trustees are present. The Trustees may also act without meeting by instrument signed by a majority of Trustees then in office.

Section 4. Beneficial Interests and Beneficiaries

A. The total beneficial interest hereunder shall consist of one hundred (100) percent apportioned equally among the Owners of Lots. Each Lot shall have the same percentage of beneficial interest as any other Lot, which shall be 20 percent per lot.

B. As of the date of this Declaration of Trust, eighty percent of the beneficial interest shall be vested in, and the beneficiary of the said beneficial interest shall be, Yachats Realty Corporation and twenty percent of the said beneficial interest shall be vested in and the beneficiary of the said beneficial interest shall be, Joseph B. Reilly and Diane M. Reilly.

C. Upon the recording of the first deed from the Declarant to the purchaser(s) of each Lot, the percentage of beneficial interest set forth in Paragraph A above for the particular Lot shall ipso facto pass from the Declarant to and be vested in, and with respect to said percentage of beneficial interest the beneficiary hereunder shall be, the Owner of the said Lot.

D. Beneficial interests shall be owned by and belong to the Owner or Owners of such Lots from time to time. Ownership of such beneficial interest shall not be severed or held separately from the ownership of such Lot and shall pass with the Lot whether or not specifically referenced. When more than one person holds legal title to a Lot, any voting rights appurtenant to the said Lot shall be exercised as determined by the Owners, notice of which determination shall be provided by the Owners to the Trustees. Each Lot and its Owner(s) shall have the right to use the private way known as Preservation Lane for all purposes for which streets and ways are commonly used in the Town of Wareham.

Section 6. Assessments and Charges

A. Prior to the annual meeting of Owners, the Board of Trustees shall estimate the expenses expected to be incurred during the next fiscal year, together with a reasonable provision for contingencies and reserves, for the performance and fulfillment of all of the duties, functions and activities of the Trustees for the general benefit of the Trust. The estimate so established shall be the common budget for the next fiscal year.

B. Each Owner shall be responsible and liable for a percentage of the common budget equal to the percentage of beneficial interest of each such holder.

C. The Board of Trustees shall promptly notify each Owner of the amounts due and payable by each such Owner or holder. Such notification shall be in writing, and shall be hand delivered or mailed, via first class mail, to each holder. Notice shall be deemed complete upon mailing.

D. Each holder shall pay the amount assessed or changed within thirty (30) days from the time the charge or assessment is made.

E. In the event that the Board of Trustees shall determine during any fiscal year that the common budget so established is less than the expenses actually incurred, or in the reasonable opinion of the Trustee likely to be incurred, the Board of Trustees shall make a supplemental assessment or assessments and render statements therefore in the manner aforesaid, and such assessments shall be payable and take effect in the manner aforesaid.

F. Any assessment or charge not paid when due shall bear interest at the rate of one (1) percent per month. If any such assessment or charge remains unpaid after forty five days, the Board of Trustees shall take any and all reasonable necessary action, including the commencement of a suit or action, to obtain payment of the unpaid amounts and interest. The delinquent Owner or Owners shall be liable for all costs of collection, including without limitation attorneys' fees incurred by the Trust. The Trustees are hereby authorized to commence collection, action or suit if, as, and when necessary.

G. At the request of any Owner, and upon a minimum of fourteen days' written notice, the Trustees shall issue a recordable certificate setting forth the amount, if any, of common fees or other fees or expenses due hereunder from said Owner. The expense of recording said certificate shall be borne by the requesting Owner. If any other documents are required by any Owner, such as proof of authority or incumbency of trustees, the costs of recording same shall be borne by the requesting Owner.

Section 7. Rules, Regulations, Restrictions and Requirements

The Board of Trustees may at any time and from time to time adopt, amend, and rescind administrative rules and regulations governing the details of the operation, use,

C. The fiscal year of the Trust shall be the year ending with the last day of December or such other date as may be determined from time to time by the Trustee.

D. The invalidity of any part of this Trust shall not impair or affect in any manner the validity, enforceability, or effect of the balance of this Trust.

E. In the event of any conflict between the terms of this Trust and the terms of the Covenants, the terms of this Trust shall prevail.

F. All of the trusts, powers, duties, and provisions herein contained shall take effect and be construed according to the law of the Commonwealth of Massachusetts.

G. No judicial or administrative proceeding shall be commenced or prosecuted by this Trust or its Trustees unless approved by the written consent of Owners representing at least fifty (50) percent of the beneficial interest hereunder except the following actions, which shall not require such consent; (a) actions brought by the Trust or Trustees to enforce the provisions of the Covenants; (b) actions brought by the Trust or Trustees to impose and/or collect charges or assessments set forth herein; (c) proceedings involving challenges to *ad valorem* taxation; or (d) counterclaims brought by the Trust. This section shall not be amended unless any such amendment is approved, in writing, by Owners representing fifty (50) percent of the beneficial interest hereunder.

H. All Trustees from time to time and all Owners from time to time expressly acknowledge that The Town of Wareham has, in the Covenant, been granted an easement to enter onto Preservation Lane (as defined in Exhibit C), to inspect Preservation Lane, and to repair, improve and maintain Preservation Lane (it being understood that said Town shall have the right but not the obligation to do so), and to make entry on, into, and under Preservation Lane to correct any breach of the Covenant or the applicable subdivision approval. All costs incurred by the Town in performing such maintenance or repairs shall be paid by the Trust within thirty (30) days of written notice to the Trust by the Town, and, if not paid by the Trust within the time allowed, then such costs shall be assessed against the Owners identified in Section 1 herein which may be collected and enforced in the manner fixed by law for the collection of taxes. Notice of the lien shall be recorded in the Plymouth County Registry of Deeds and filed with the Plymouth County Registry District of the Land Court. As an alternative or in addition to this process, the Town may recover its costs by means of betterment assessments on the Affected Lots. Notwithstanding the foregoing, the Town shall have no obligation to perform the foregoing maintenance or repairs. The Trust shall indemnify, defend and hold harmless the Town in connection with any maintenance or repairs conducted by the Town.

Section 10. Rights and Obligations of Third Parties Dealing with Trustees

A. No purchaser, mortgagee, lender or other person dealing with the Trustees as they then appear of record in said Registry of Deeds shall be bound to ascertain or

necessary to authorize the execution of any instrument or the taking of any action by such Trustees or majority, as the case may be, shall, as to all persons acting in good faith in reliance thereon, be conclusive evidence of the truth of the statements made in such certificate and of the existence of the facts therein set forth.

Section 11. Amendments and Termination

The Trustees hereof may (a) with the written approval as to legal form of Wareham's Town Counsel and with the consent of the Owners of fifty (50) percent or more of the total beneficial interest hereunder at any time and from time to time amend, alter, add to, or change this Declaration of Trust or any amendment thereto, and (b) with the written consent of all the owners of the total beneficial interest hereunder at any time terminate the Trust hereunder; provided always, however, that any such amendment or termination shall comply with the Covenants (if then in effect) and the Subdivision Approval as amended from time to time.

- A. Prior to the Designation Date, this Trust may not be terminated or amended so as to adversely affect the Declarant's interests (as determined by the Declarant) without Declarant's consent;
- B. The Trustees shall first be duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities;
- C. No instrument of amendment or termination which would cause the structure, powers, operations, functions, or duties of the Trustees hereof to be contrary to or inconsistent with any requirements or provisions of applicable sections of the Wareham Zoning Bylaws or of any approval, variance, or special permit given or issued thereunder, or of any other applicable law or governmental regulation, shall be recorded or, if recorded, shall be of any force or effect,
- D. Any instrument of amendment or termination shall become effective as of the date therein specified but no sooner than the recording thereof, together with such certificates of consent as are required therefor, with the Plymouth Registry of Deeds.
- F. Upon the termination of this Trust, there shall be created and established such new organization of the Owners as may be required, if any, in order to effect and maintain compliance of Preservation Lane with any applicable provisions of law or governmental regulation.

[Signature page follows]

Executed under seal this 21st day of August, 2008



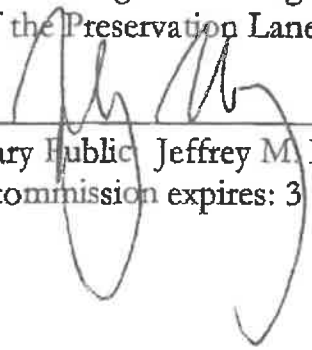
Scott M. Blagden, Trustee
Preservation Lane Trust

COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH COUNTY

Aug 21,
June __, 2008

Then personally appeared the above-named Scott M. Blagden, who provided proof of his identity in the form of personal knowledge and a valid Massachusetts driver's license and acknowledged the foregoing instrument to be his free act and deed, as Trustee of the Preservation Lane Trust, before me,



Notary Public Jeffrey M. Lovely
My commission expires: 3 20 2009

EXHIBIT A
PROPERTY DESCRIPTION
PRESERVATION LANE SUBDIVISION WAREHAM MA

Two parcels of land in Wareham, Plymouth County, Massachusetts described more particularly as follows:

“Registered Land:” The land situated in Wareham, Plymouth County, Massachusetts and being shown as Lots 21, 22, 23, 24, 25, 26, and 27 on a plan of land entitled “Subdivision Plan of ‘The Preserve on the Weweantic’ Being a Subdivision of Lot 17 Shown on Land Court Plan 12002E” (Lotting Sheet 2) Prepared for Scott Blagden Real Estate, Ltd. by G.A.F. Engineering, Inc., Professional Engineers and Land Surveyors, 266 Main Street Wareham MA 02571; Scale 1”=50” dated March 3, 2003, last revised November 29, 2004, which Lots are shown on Land Court Plan 12002F, filed with the Plymouth County Registry District of the Land Court Certificate of Title #4024 (hereinafter the “Registered Land Plan.”).

For title of Yachats Realty Corporation to the above-referenced “Registered Land” see Plymouth County Registry District of the Land Court Certificate of Title No. 103820.

“Remaining Land:” The land situated in Wareham, Plymouth County, Massachusetts and being shown as Lots 1, 2, and 3, and land labeled “Preservation Lane,” and land labeled “Parcel A 47 s.f.” on a plan of land entitled “Subdivision Plan of ‘The Preserve on the Weweantic’ (Lotting Sheet 3) G.A.F. Engineering, Inc., Professional Engineers and Land Surveyors, 266 Main Street Wareham MA 02571; Scale 1”=50” dated March 3, 2003, last revised June 3, 2003, recorded with Plymouth County Registry of Deeds as Plan 421 of 2005 in Plan Book 49 Page 1001 (hereinafter the “Remaining Land Plan.”).

For title of Yachats Realty Corporation to above referenced “Remaining Land” see deed of Scott Blagden Real Estate Ltd. recorded at Plymouth Deeds Book 26041 Page 347.

264173/WARHPRES/0001

LAND COURT, BOSTON. The land herein described will be shown on our approved plan to follow as

AUG 08 2008

Plan 12002^F Lots 22 THROUGH 27 INCLUSIVE
(EXAMINED AS DESCRIPTION ONLY)

T.C. PONTBRIAND
ACTING CHIEF ENGINEER

JMH

EXHIBIT C
PRESERVATION LANE
PRESERVATION LANE SUBDIVISION WAREHAM MA

“Preservation Lane” as referenced herein includes the Preservation Lane Roadway and Lot 25 “drainage parcel” identified more particularly as follows:

The land situated in Wareham, Plymouth County, Massachusetts and being shown as Lots 25, 26 and 27 on the Registered Land Plan referenced in Exhibit A; and the land situated in Wareham, Plymouth County, Massachusetts and being shown as “Preservation Lane” and land labeled “Parcel A 47 s.f.” on the Remaining Land Plan referenced in Exhibit A.

For title references see Exhibit A.

264173/WARHPRES/0001

**COVENANT AND RESTRICTION FOR COMMON OWNERSHIP
OF PRIVATE WATER SERVICE**

Independent of all other utilities, the owner(s) of the property identified as **Preservation Lane, Wareham, MA**, as more fully described on attached "**EXHIBIT A PROPERTY DESCRIPTION PRESERVATION LANE, WAREHAM MA**" shall own the water system inclusive of all pipes, services, valves, fittings, service boxes, and associated appurtenances from and downstream of the single stop valve located within the public right-of-way on Cromesett Road, Wareham, MA, to which water services to

- 1 Preservation Lane, Wareham, MA
- 3 Preservation Lane, Wareham, MA
- 4 Preservation Lane, Wareham, MA
- 5 Preservation Lane, Wareham, MA
- 6 Preservation Lane, Wareham, MA

Received & Recorded
PLYMOUTH COUNTY
REGISTRY OF DEEDS
26 JUL 2006 01:58PM
JOHN R. BUCKLEY, JR.
REGISTER
Bk 33087 Pg 347-349

are commonly supplied water from the Wareham Fire District Water Department. All costs associated with the installation, maintenance, expansion, repair, and/or replacement of said water private system shall be the sole responsibility of the owner(s). Further, that the owner(s) shall indemnify and hold the District, their heirs and assigns, harmless from any loss or damage resulting from any breach of the obligations of the owner(s) herein.

Furthermore the owner(s) is bound by the rules and regulations, specifications, policies, standard operating procedures, and/or directives of the Wareham Fire District as now in effect, or as revised. It is understood that no party other than as authorized by the Water Superintendent may operate any curb stop. Nor shall any party take or allow leakage of water from any portion of the water system before it is metered. It is further understood that by order of the Water Superintendent the water supply may be terminated, interrupted, curtailed, or restricted as necessary to one or all of the properties served by the common service for operational efficiency and/or for failure to comply with the rules and regulations, specifications, policies, standard operating procedures, and/or directives of the Wareham Fire District Water Department.

Man
YACHATS REALTY CORP.
24 CIRCUIT AVE
WAREHAM, MA 02571

Executed as a sealed instrument this 26th day of July, 2006

Yachats Realty Corporation



By: Scott M. Blagden,
Its President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

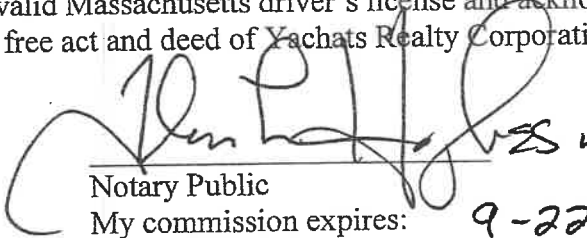
PLYMOUTH, SS

July 26, 2006

Then personally appeared the above-named Scott M. Blagden, President and Treasurer of Yachats Realty Corporation as aforesaid, who provided proof of his identification in the form of a valid Massachusetts driver's license and acknowledged the foregoing instrument to be the free act and deed of Yachats Realty Corporation, before me,



THOMAS L. HUGHES, II
Notary Public
Commonwealth of Massachusetts
My Commission Expires
Sept. 22, 2011



Notary Public

My commission expires:

9-22-2011

EXHIBIT A
PROPERTY DESCRIPTION
PRESERVATION LANE, WAREHAM MA

Two parcels of land in Wareham, Plymouth County, Massachusetts described more particularly as follows:

“Registered Land:” The land situated in Wareham, Plymouth County, Massachusetts and being shown as Lots 26 and 27 on a plan of land entitled “Subdivision Plan of ‘The Preserve on the Weweantic’ Being a Subdivision of Lot 17 Shown on Land Court Plan 12002E” (Lotting Sheet 2) Prepared for Scott Blagden Real Estate, Ltd. by G.A.F. Engineering, Inc., Professional Engineers and Land Surveyors, 266 Main Street Wareham MA 02571; Scale 1”=50” dated March 3, 2003, last revised September 29, 2004, which Lots are shown on Land Court Plan 12002F, filed with the Plymouth County Registry District of the Land Court Certificate of Title #4024 (hereinafter the “Registered Land Plan.”).

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For title of Yachats Realty Corporation to above referenced “Remaining Land” see deed of Scott Blagden Real Estate Ltd. recorded at Plymouth Deeds Book 26041 Page 347.

The foregoing is a true copy from the
Plymouth County Registry of Deeds.
Book 33087 Page 347
Attest: *John R. Buckley Jr.*
Register

KB

Kenneth Buckland <kbuckland@wareham.ma.us>

To: David Menard

Cc: You

← ↶ ↷ ...

Wed 3/17/2021 11:42 AM

Dave

Scott Blagdan wants to closeout Preservation Lane. Could you review the construction?

His number is 508.317.7657

Kenneth Buckland

Director of Planning and Community Development

Town of Wareham

508.291.3100 x 6501

Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

This email has been scanned for viruses and malware, and may have been automatically archived by **Mimecast Ltd**, an innovator in Software as a Service (SaaS) for business. Providing a **safer** and **more useful** place for your human generated data. Specializing in; Security, archiving and compliance. To find out more [Click Here](#).

SB

scott blagden

To: Kenneth Buckland; David Menard

← ↶ ↷ ...

Wed 4/14/2021 7:10 AM

Hi Dave,

Would it be possible to talk or meet at the site to discuss the steps for completion/inspections of the road at Preservation Lane?

All best,

Scott

Scott Blagden

24 Circuit Ave

Wareham, MA 02571

508-317-7657 cell

...

Preservation Lane Closeout



scott blagden
To: David Menard

← ⏪ ⏩ ...
Wed 4/14/2021 7:24 AM

Hi Dave - I just went to put the appointment in my phone and noticed I have a zoom call at 9 that I forgot about. Could we meet at 945 or 10?
Scott
...



David Menard <dmenard@wareham.ma.us>
To: You
sure 10 AM

← ⏪ ⏩ ...
Wed 4/14/2021 7:25 AM

David Menard
Director of Municipal Maintenance
95 Charge Pond Road
Wareham, MA 02571
508-295-5300
...

Disclaimer

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scott blagden

To: Kenneth Buckland; David Menard

← ↶ ↷ ...

Wed 7/26/2023 5:47 PM

Hi Ken & David,

The road construction at Preservation Lane is complete.

All best,

Scott

Scott Blagden
24 Circuit Avenue
Wareham, MA 02571
scottblagden@outlook.com
508-317-7657 cell

...

From: David Menard [mailto:dmenard@wareham.ma.us]

Sent: Tuesday, August 29, 2023 11:12 AM

To: Brian Grady

Cc: Kenneth Buckland

Subject: Re: Preservatio Lane

Good Morning all

After review of preservation lane I am okay with releasing the bond

David Menard
Director of Municipal Maintenance
95 Charge Pond Road
Wareham, MA 02571
508-295-5300

October 6, 2023

To whom it may concern,

The development at Preservation Lane in Wareham is complete and was delivered to the homeowner's satisfaction. Scott Blagden was thorough, flexible, and willing to accommodate our requests, both in terms of finishes and timelines.

As eventual owners of road, we asked Scott to delay the completion of the project until the construction heavy equipment was finished – this ask resulted in multiple years of delay as homes were built.

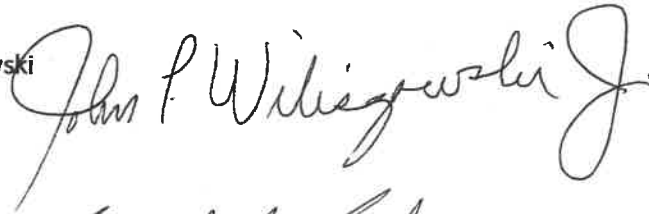
Dave & Sue Casaceli
1 Preservation Lane



Matt & Jessi Merrick
3 Preservation Lane



John & Connie Wiliszowski
4 Preservation Lane



Bob & Pam Bulis
5 Preservation Lane



Glenn Priolo
6 Preservation Lane

