

Exhibit B

Lot: *xx*
Tax Map Parcel: *xx*
Name of Owner of Record

AVIGATION AGREEMENT EASEMENT DEED

Whereas, *Name of Owner of Record*, hereinafter called the GRANTORS, are owners in fee of that certain parcel of land situated in the Town of Marshfield, County of Plymouth, State of Massachusetts, being more particularly described as follows:

Insert legal property description

Containing *XX*_± square feet.

hereinafter called the Premises, and outlined on the attached map (Exhibit 1):

Now, therefore, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the GRANTORS, for themselves, their heirs, administrators, executors, successors and assigns, do hereby grant, bargain, sell, and convey unto the Town of Marshfield, Massachusetts, hereinafter called the GRANTEE, its successors and assigns forever, the rights more fully set forth below, including perpetual right of way and easement, appurtenant to the Marshfield Municipal Airport, for the unobstructed passage of all aircraft by whomsoever owned and operated in and through all Airspace above the surface of the GRANTORS property above a group of imaginary planes more particularly described as follows:

The Airspace above the Grantor's property to an infinite height above an imaginary surface over the Grantor's property hereinafter called the transitional surface. Said transitional surface being the same imaginary surface as described in the Federal Aviation Regulation Part 77, which begins at the edge of the primary surface, said primary surface being as also described in the Regulation Part 77 as an imaginary plane centered on the runway centerline, having a total width of 1000 feet and having an elevation equal to the elevation of runway centerline. The transitional surface shall extend upward and outward from the edge of the primary surface perpendicular to the existing runway centerline at a slope of 1 foot vertically for every 7 feet horizontally to a maximum height of 150 feet above the established airport elevation of 11 feet above Mean Sea Level ("Airspace").

Said easement shall be appurtenant to and for the benefit of (i) the real property known as Marshfield Municipal Airport including any additions thereto wherever located, hereafter made by the Town of Marshfield, the Marshfield Airport Commission or their successors and assigns; and (ii) their guests, and invitees, including any and all persons, firms or corporations operating aircraft to and from the airport or taking passage or shipping freight in such aircraft.

Said easement and burden, shall also include all things which may be alleged to be incident to or resulting from the lawful use and enjoyment of said easement, including but not limited to the right to cause in all Airspace above or in the vicinity of the surface of the Premises such noise, vibrations, fumes, dust and fuel particles, light emissions, electrical emissions and any and all other effects that may be alleged to be incident to or caused by the lawful operation of aircraft landing at, or taking off from, or operating at or on said Marshfield Municipal Airport; and GRANTORS do hereby fully waive, remise and release any claim, right or cause of action which they may now have or which they may have in the future against GRANTEE, its successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles, light emissions, electrical emissions and all other effects that may be caused or may have been caused by (i) the operation of aircraft landing at, or taking off from, or operating at, on or above said Marshfield Municipal Airport, or above or in the vicinity of the Premises; or (ii) activities customary or incidental to the operation of an airport, including, without implication of limitation, repair, maintenance, testing, "run up", and overhaul of aircraft and aircraft engines, the transportation of air crew, passengers, fuel, supplies and cargo to and from the airport, and other ground-based operation necessary or convenient for the operation of a civil and/or military airport.

As used, herein, the term "aircraft" shall mean any and all types of aircraft, whether in existence or hereafter manufactured and developed, to include, but not limited to, jet aircraft, propeller driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters and all types of aircraft or vehicles now in existence or hereafter developed, regardless of existing or future noise levels, for the purpose of transporting persons and/or property through the air, or for any lawful purpose, by whomsoever owned and operated.

The easement and right of way hereby granted included the continuing right of the GRANTEE to prevent the erection or growth upon GRANTORS' property of any building, structure, tree, bush, shrub, or other manmade object, and to remove from said Airspace, or at the sole option of the GRANTEE, as an alternative, to make and light as obstructions to air navigation, any such building, structure, tree, bush, or other object upon, or which in the future may be upon the Premises, together with the right of ingress to, egress from and passage over the Premises for the above purposes.

ALSO, the continuing right of the GRANTEE to prevent the growth upon the Premises of any tree, bush, shrub, or other natural growth or forested areas, (the term "forested" shall mean all and any growth within the areas not landscaped or maintained by mowing, cutting, clearing or other means to prevent the growth of smaller trees), within 10 feet of the above-described transitional surfaces, and to remove or cut such trees or other natural growth or object or forested areas now upon, or which in the future may be upon the Premises, along with the right of ingress to, egress from and passage over the Premises for all of the above purposes. GRANTEE agrees that in the event it decides to cut trees, other natural growth or forested areas pursuant to this paragraph GRANTEE will remove all timber cut, in a manner and location and with equipment satisfactory to the

GRANTEE in its sole discretion, and remove all slash resulting from the cutting. All timber cut by the GRANTEE shall become the property of the GRANTEE to be sold or otherwise conveyed in GRANTEE's sole discretion.

The right of GRANTEE of ingress to, egress from, and passage over the Premises, and the right of GRANTEE to cut or remove natural growth of vegetation from the Premises granted hereunder shall be subject to (a) GRANTEE obtaining all required permits and approvals from all government authorities having jurisdiction prior to GRANTEE performing any such cutting or removal, and (b) the terms and conditions of the Conservation Restriction to be recorded in the Registry of Deeds, substantially in the form attached, hereto as Exhibit 1.

TO HAVE AND TO HOLD said easement and right of way, and all rights appertaining thereto unto the GRANTEE, its successors and assigns, until said Marshfield Municipal Airport shall be abandoned and shall cease to be used for any airport purposes.

AND for the consideration hereinabove set forth, the GRANTORS, for themselves, their heirs, administrators, executors, successors, tenants and assigns, do hereby covenant with the GRANTEE that they are lawfully seized in fee of the Premises; that they are free of encumbrances; that they have good right to sell and convey such easement to the said GRANTEE as aforesaid, that they are and their heirs and assigns shall and will warrant and defend the same to the said GRANTEE, its successors and assigns forever, against the lawful claims and demands of all persons. GRANTORS further covenant that they will not hereafter erect, permit the erection of, or permit or suffer to remain upon the Premises any building, structure, or other object contrary to the provisions of this deed as set forth above, and that they shall not hereafter use or permit or suffer the use of the Premises in such a manner as to create electrical interference with radio or other communication between any installation upon said airport and aircraft, or as to make it difficult for those operating aircraft to distinguish between airport lights and others, or as to impair visibility in the vicinity of the airport, or as otherwise to endanger the landing, taking off, or maneuvering of aircraft, it being understood and agreed that all of the aforesaid covenants and agreements in this instrument shall run with the land.

**IN WITNESS WHEREOF, the GRANTORS have hereunto set their hands and seals this ____
Day of the month of _____, 200__.**

SIGNED, SEALED and DELIVERED in the presence of :

STATE OF MASSACHUSETTS

_____, 20____

Then personally appeared the above named _____ and
Acknowledged the foregoing instrument to be his/her free act and deed.

Before me,
