GRANTOR: Carol H. Chaffee, and David A. Hanson and Robert J. Hanson, Trustees of the

Hanson Family Realty Trust

GRANTEES: Town of Bridgewater and

Wildlands Trust, Inc.

ADDRESS OF PREMISES: 600 Pleasant Street,

Bridgewater, MA 02324

FOR GRANTOR'S TITLE SEE: Plymouth County Registry of Deeds at Book 10049, Page 194,

and Book 10622, Page 319.

GRANT OF CONSERVATION RESTRICTION HANSON FARM CONSERVATION RESTRICTION

I. STATEMENT OF GRANT

Carol H. Chaffee, David A. Hanson and Robert J. Hanson, Trustees of the Hanson Family Realty Trust, u/d/t dated September 26, 1990 and recorded in the Plymouth County Registry of Deeds at Book 10049, Page 185, with an address at 600 Pleasant Street, Bridgewater, Massachusetts 02324, being the owner of the Premises as defined herein, constituting all of the owner(s) of the Premises as defined herein, for their successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grant, with QUITCLAIM COVENANTS, to the Town of Bridgewater acting by and through its Conservation Commission by authority of Section 8C of Chapter 40 of the Massachusetts General Laws and its permitted successors and assigns ("Primary Grantee"), and Wildlands Trust., Inc, a nonprofit organization with an address of 675 Long Pond Road, Plymouth, Massachusetts, 02360, and its permitted successors and assigns ("Secondary Grantee"), for Three Million Dollars (\$3,000,000), IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on land located in Bridgewater containing a 71.79 acre portion (the "Premises") of a 75 +/--acre property (the "Property"), which Premises is more particularly described in Exhibit A and shown in the attached reduced copy of a survey plan in Exhibit B, both of which are incorporated herein and attached hereto. As used herein, the terms "Grantee" and "Grantees" shall refer to the Primary Grantee and the Secondary Grantee collectively.

The Conservation Restriction was acquired utilizing, in part, Community Preservation Act funds pursuant to Chapter 44B of the Massachusetts General Laws, which funds were authorized for such purposes by a vote of the Bridgewater Town Council held on April 22, 2025, an attested copy of which vote is attached hereto as Exhibit C (the "CPA Vote"). Pursuant to Section 12(b) of Chapter 44B of the Massachusetts General Laws, and pursuant to the CPA Vote, the Conservation Restriction is under the care, custody, and

control of the Conservation Commission of the Town of Bridgewater. Additionally, the Conservation Restriction was acquired by utilizing, in part, funds awarded to the Town of Bridgewater through the Commonwealth's Municipal Vulnerability Preparedness ("MVP") Grant Program as authorized by Chapter 209 of the Acts of 2018 in support of Executive Order 569.

II. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purposes of this Conservation Restriction ("Purposes") are to ensure that the Premises will be maintained in perpetuity in its natural, scenic, or open condition and available for agricultural use, and to prevent any use or change that would materially impair the Conservation Values (as defined below).

The Conservation Values protected by this Conservation Restriction include the following:

Preservation of Land with Prime Farmland Soils

• The Premises includes approximately 29.69 acres of Prime Farmland Soils (41.2%), 16.11 acres of Statewide Soils of Importance (22.4%) and 26.16 acres of Other Soils (36%) as identified by the USDA Natural Resources Conservation Service. The protection of the Premises will promote healthy soils and healthy soils practices as such terms are defined in Chapter 358 of the Acts of 2020, which added definitions of these terms to Section 7A of Chapter 128 of the Massachusetts General Laws.

Scenic Views

• The Premises is one of the last remaining working farms in Bridgewater, and provides views of a scenic agrarian landscape visible from Massachusetts State Rt. 104/Pleasant Street, a public way in the Town of Bridgewater.

Open Space Corridors/Landscape Connectivity and Ecosystem Integrity

 The Premises contributes to the protection of the scenic and natural character of Bridgewater and the protection of the Premises will enhance the open-space value of these and nearby lands. The Premises is closely proximate to two Conservation Restrictions held by the Primary Grantee Town of Bridgewater on adjacent parcels that collectively protect 62 acres (Bridgewater CR #8 and Bridgewater CR #9).

Aquifer/Drinking Water Protection

• The Premises is situated within an area identified by the Commonwealth of Massachusetts Department of Environmental Protection (DEP) as a "Zone II

- Wellhead Protection Area". DEP identifies said areas as important for the protection of recharge areas around public water supply ("PWS") sources.
- The Premises is partially within a "Medium-Yield Aquifer Area" as mapped by the Commonwealth of Massachusetts. Said areas are based on the United States Geological Survey ("USGS") 1:48,000 hydrologic atlas series on groundwater favorability.

Wetlands Protection

 The Premises includes several distinct areas of the "Shrub Swamp", "Wooded Swamp Mixed Trees", "Wooded Swamp Deciduous", and "Shallow Marsh Meadow or Fen" wetland types. Wetlands provide valuable habitat for a diverse array of wildlife species as well as provide the many other public benefits of wetlands protection recognized by the Commonwealth of Massachusetts (Section 40 of Chapter 131 of the Massachusetts General Laws).

Public Access/Passive Recreation

 Public access to the Premises will be allowed for passive outdoor recreation pursuits, including education, hiking, and nature study.

Consistency with Clearly Delineated Federal, State, or Local Governmental Conservation Policy

- <u>Congruence with Public Policy Goals:</u> Protection of this property advances several of the goals and objectives identified in Section 8, Goals and Objectives of the 2017 Town of Bridgewater Open Space and Recreation Plan Update, including:
 - <u>Pg. 119, Goal #4</u>, To preserve and cultivate public and private agricultural lands; Objective #4, "Protect historic agricultural land by encouraging sustainable land use practices such as Conservation Restrictions (CR), Agricultural Preservation Restriction (APR), and Transfer of Development Rights (TDR)"; Objective #5, "Utilize state programs to support investment in continuing farm".
 - Pg. 129, Goal #4, To preserve and cultivate public and private agricultural lands; Action step,, "Communicate with and encourage landowners to protect agricultural lands through CR, APR, and TDR.".
- <u>Congruence with Public Policy Goals:</u> Protection of this property advances several of the goals and objectives identified in the 2023-2050 Commonwealth of Massachusetts Farmland Action Plan, including:
 - Pg. 51, Goal IA(1), Purchase agricultural restrictions to permanently protect farmland, help increase affordability, and keep it in production.

 Pg. 151, Goal liA(2), Seek development of creative funding mechanisms or strategies that would significantly increase funding to support protection.

III. PROHIBITED and PERMITTED ACTS AND USES

A. Prohibited Acts and Uses

The Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

- 1. <u>Structures and Improvements.</u> Constructing or placing any temporary or permanent structure including without limitation any building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, graveled area, roads, sign, fence, gate, billboard or other advertising, antenna, utilities or other structures, utility pole, tower, solar panel, solar array, conduit, line, septic or wastewater disposal system, storage tank, or dam;
- 2. <u>Extractive Activities/Uses.</u> Mining, excavating, dredging, withdrawing, or removing soil, loam, peat, gravel, sand, rock, surface water, ground water, or other mineral substance or natural deposit, or otherwise altering the topography of the Premises;
- 3. <u>Disposal/Storage</u>. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings, liquid or solid waste or other substance or material whatsoever;
- 4. <u>Adverse Impacts to Vegetation.</u> Cutting, removing, or destroying trees, shrubs, grasses or other vegetation;
- Adverse Impacts to Water, Soil, and Other Features. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, natural habitat, archaeological conservation, or ecosystem function;
- 6. <u>Introduction of Invasive Species.</u> Planting or introducing any species identified as invasive by the Massachusetts Invasive Plant Advisory Group or identified as invasive in such recognized inventories as the Massachusetts Introduced Pests Outreach Project, the Northeast Aquatic Nuisance Species Panel, or other such inventories, and any successor list as mutually agreed to by Grantor and Grantee;
- 7. Motor Vehicles. Using, parking, or storing motorized vehicles, including motorcycles, mopeds, all-terrain vehicles, off-highway vehicles, motorboats or other motorized watercraft, snowmobiles, launching or landing aircraft, or any other motorized vehicles, acknowledging that vehicles necessary for public

- safety (i.e., fire, police, ambulance, other government officials) may have a legal right to enter the Premises;
- 8. <u>Subdivision.</u> Subdividing or conveying a part or portion of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), it being the Grantor's and Grantee's intention to maintain the entire Premises under unified ownership;
- 9. <u>Use of Premises for Developing Other Land.</u> Using the Premises towards building or development requirements on this or any parcel other than the unencumbered portion of the Property;
- 10. <u>Adverse Impacts to Stone Walls, Boundary Markers.</u> Disrupting, removing, or destroying stone walls, granite fence posts, or any other boundary markers;
- 11. <u>Residential or Industrial Uses.</u> Using the Premises for residential or industrial purposes;
- 12. <u>Inconsistent Uses.</u> Using the Premises for commercial purposes that are inconsistent with the Purposes or that would materially impair the Conservation Values, or for any other uses or activities that are inconsistent with the Purposes or that would materially impair the Conservation Values.

B. Permitted Acts and Uses

Notwithstanding the Prohibited Acts and Uses described in Paragraph III.A., the Grantor may conduct or permit the following acts and uses on the Premises, provided they do not materially impair the Purposes and/or Conservation Values. In conducting any Permitted Act and Use, Grantor shall minimize impacts to the Conservation Values to ensure any such impairment thereto is not material.

- Vegetation Management. Maintaining vegetation, including pruning, trimming, cutting, and mowing, and removing brush, all to prevent, control, and manage hazards, disease, insect or fire damage, and/or in order to maintain the condition of the Premises as documented in the Baseline Report (see Paragraph XV.);
- Non-native, Nuisance, or Invasive species. Removing non-native, nuisance, or invasive species, interplanting native species, and controlling species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
- 3. <u>Composting</u>. Stockpiling, composting, and burning stumps, trees, brush, limbs, and similar biodegradable materials originating on the Premises and on other land used by Grantor.

- 4. <u>Natural Habitat and Ecosystem Improvement.</u> With prior written approval of the Grantee, conducting measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, ecosystem function, or rare or endangered species including planting native trees, shrubs, and other vegetation;
- 5. <u>Trails.</u> Maintaining and constructing trails as follows:
 - a. <u>Trail Maintenance</u>. Conducting routine maintenance of trails, which may include widening trail corridors up to eight (8) feet in width overall, with a treadway up to six (6) feet in width.
 - b. <u>New Trails.</u> With prior written approval of the Grantee, constructing new trails or relocating existing trails, provided that any construction or relocation results in trails that conform with the width limitations above.
 - c. <u>Trail Features.</u> With prior written approval of the Grantee, constructing bog bridging, boardwalks, footbridges, railings, steps, culverts, benching, cribbing, contouring, or other such features, together with the use of motorized equipment to construct such features;
- 6. <u>Signs</u>. Constructing, installing, maintaining, and replacing signs and informational kiosks with respect to the Permitted Acts and Uses, the Purposes, the Conservation Values, trespass, public access, identity and address of the Grantor, sale of the Premises, the Grantee's interest in the Premises, boundary and trail markings, any gift, grant, or other applicable source of support for the conservation of the Premises:
- 7. <u>Motorized Vehicles.</u> Using motorized vehicles by persons with mobility impairments (provided however the manner of such motorized vehicle use is approved in advance by Grantee) and at any time for any Forest Management and/or Agricultural Activities (or any activities reasonably associated therewith).
- 8. <u>Outdoor Passive Recreational and Educational Activities</u>. Fishing, canoeing and other non-motorized boating, swimming, hunting, trapping, hiking, horseback riding, cross-country skiing, snowshoeing, nature observation, nature and educational walks and outings, outdoor educational activities, and other non-motorized outdoor recreational and/or educational activities;

9. Forest Management.

a. <u>Permitted Activities.</u> Conducting sound silvicultural uses of the Premises, including the right to harvest forest products (as such term may be defined from time to time in Section 1 of Chapter 61 of the Massachusetts General Laws, or successor law) or conduct other forest management activities, reestablish historic woods roads and establish new woods roads, and the use of motorized vehicles, all as necessary to conduct such activities ("Forestry Activities"), provided that any Forestry Activities are carried out pursuant to a Forest Stewardship Plan (as defined below). All Forestry Activities shall avoid any stone structures or historical and cultural resources and shall prevent damage thereto to the extent feasible. All cutting operations shall be supervised by a licensed forester.

- b. Requirement of a Forest Stewardship Plan. Before any Forestry Activities occur on the Premises, Grantor shall submit a Forest Stewardship Plan to the Grantees, the Massachusetts Department of Conservation and Recreation ("DCR") or appropriate successor agency, and to any other required state agencies for their approval. The Forest Stewardship Plan shall:
 - i. be prepared by a forester licensed through DCR and shall follow the "Directions for the Preparation of the Chapter 61 Forest Management Plans and Forest Stewardship Plans" (as such guidelines may be amended by DCR or its successor agency) and such statutes, regulations and directions in effect at the time of the approval of said Forest Stewardship Plan; and
 - ii. include provisions designed to comply with the recommended activities and guidelines and required best management practices established in the Massachusetts Forestry Best Management Practices Manual (Catanzaro, Fish & Kittredge, University of Massachusetts, Amherst & DCR; 2013) and subsequent versions as may be approved by the Massachusetts Bureau of Forest Fire Control and Forestry ("Forestry BMPs"); and
 - iii. address how the Forest Stewardship Plan complies with this Paragraph II.B.10; and
 - iv. be effective for a ten (10) year period and shall be resubmitted once every ten (10) years as necessary if additional Forestry Activities are desired.

10. Agricultural Activities.

- a. <u>Permitted Activities.</u> "Agricultural Activities" are collectively defined as "Animal Husbandry" and "Horticulture," defined below:
 - i. <u>Animal Husbandry.</u> Raising animals, including but not limited to dairy cattle, beef cattle, poultry, sheep, swine, horses, ponies, mules, goats, bait fish, and bees, for the purpose of using, consuming, or selling such animals or a product derived from such animals in the regular course of business; or when primarily and directly used in a related manner which is incidental thereto and represents a customary and necessary use in raising such animals and preparing them or the products derived therefrom for use, consumption, or market.

- ii. Horticulture. Raising fruits, vegetables, berries, nuts, and other foods for human consumption, feed for animals, flowers, trees, nursery or greenhouse products, and ornamental plants and shrubs, all for the purpose of selling such products in the regular course of business; or when primarily and directly used in raising forest products under a Forest Stewardship Plan designed to improve the quantity and quality of a continuous crop for the purpose of using, consuming, or selling these products in the regular course of business; or when primarily and directly used in a related manner which is incidental to those uses and represents a customary and necessary use in raising such products and preparing them for use, consumption, or market.
- b. Requirement to Follow Best Agricultural Practices. Agricultural Activities shall be conducted in a manner consistent with generally accepted best management practices for sustainable farming as those practices may be identified from time to time by appropriate governmental or educational institutions such as the USDA Natural Resources Conservation Service (NRCS), UMass Extension, Northeast Organic Farming Association (NOFA), Massachusetts Department of Agricultural Resources, and the like, (collectively, "Best Agricultural Practices") and in a manner that promotes healthy soils and healthy soil practices, as such terms are defined in Chapter 358 of the Acts of 2020, which added definitions of these terms to Section 7A of Chapter 128 of the Massachusetts General Laws ("Healthy Soils and Practices"), and in a manner that does not hinder the ability of future generations to engage in Agricultural Activities on the Premises;
- c. Requirement for a Farm Conservation Plan. Agricultural Activities shall require a farm conservation plan, such as an NRCS Conservation Plan ("Farm Conservation Plan"), prepared for the Premises, and approved in writing by the Grantee. The Farm Conservation Plan shall be developed in accordance with generally-accepted Best Agricultural Practices, and shall, at a minimum, address the following:
 - establish wetland buffers and/or filter strips to prevent adverse impacts to the water quality of existing wetlands and waterways;
 - ii. in the event animal husbandry activities are proposed, establish and govern the type and number of each type of animal unit permitted on the Premises, and analyze the pasturage potential of the Premises and establish and govern the cycling of pasturage, and any other measures necessary to ensure the carrying capacity of the Premises is not exceeded in order to protect water quality, prevent soil erosion, and otherwise protect the Conservation Values; and
 - iii. describe how Agricultural Activities will maximize soil and water conservation, and promote Healthy Soils and Practices.

- d. <u>Agricultural Structures and Improvements</u>. Constructing and maintaining structures and improvements to conduct Agricultural Activities, provided:
 - i. The total footprint (as defined herein) of all permanent structures and any temporary structures (as defined below) that have a roof shall not exceed two percent (2%) of the total area of the Premises in the aggregate. For the purposes of this Conservation Restriction, the term "footprint" shall mean that measurement encompassing the enclosed ground floor area, as measured from the exterior, at the point of contact with the ground.
 - ii. Grantor must obtain prior written approval, including any necessary permitting from the Grantees, for the following improvements:
 - 1. New wells, including but not limited to artesian wells, and any irrigation structures that require subsurface installation. Maintenance or repair of the existing well shall not require Grantee's approval.
 - iii. Grantor may maintain, repair, and reconstruct the permanent structures (which, for the purposes of this Conservation Restriction, shall be defined as any improvement or structure that requires the grading or excavation of soil for footings or foundations or which substantially alters or otherwise affects the soil profile) existing as of the Effective Date (as defined here) of this Conservation Restriction, shown as "Pumphouses", "Existing Wood Storage", and "Chicken Coop", each as shown on the plan in Exhibit B attached hereto. In the event of replacement of any such structure, replacement structures shall not exceed their current footprint or height as shown in the Baseline Report (see Paragraph XV.). Grantor shall provide written notice in advance of reconstructing said existing structures. Any such replacement structures shall be located substantially within their present locations unless otherwise approved in writing by the Grantee.
 - iv. The following improvements are permitted without prior approval from the Grantees:
 - 1. <u>Temporary Structures.</u> Constructing, using, maintaining, repairing, and/or replacing temporary structures and improvements directly related to or in support of Agricultural Activities, including, but not limited to, fencing, hayracks, "run-in" shelters or other three-sided shelters, hoop houses (also known as "high tunnels"), trailers, and the like. For the purposes of this Conservation Restriction, the term "temporary" shall mean any improvement without a foundation that can be constructed or removed without significant disturbance of the soil;

- v. Pond Maintenance, Enlargement, and Use.
 - 1. Pond Maintenance. The Grantor may maintain the existing irrigation ponds (the "Ponds") located on the Premises as documented in the Baseline Report, which maintenance may include excavation of the Ponds to maintain surface area and depth, and other activities consistent with Paragraph III.B. as necessary to maintain safe use of the Ponds and their integrity and ability to store water, and may use the Ponds in support of Agricultural Activities and/or other Permitted Acts and Uses.
 - 2. <u>Pond Enlargement.</u> With prior written approval of the Grantees, the Grantor may enlarge the Ponds such that the area impacted by the Ponds, including the surface area of the water, shall not exceed 125% of their surface areas as of the Effective Date of this Conservation Restriction, as documented in the Baseline Report.
 - 3. Pond Features. Soils excavated from the Premises in the process of enlarging and/or maintaining the Ponds may be deposited adjacent to the perimeter of the Ponds to create berms or similar features of the Ponds or may be hauled off the Premises, or, upon the approval of the Grantees, deposited in other areas of the Premises to facilitate erosion control, preservation of soils, and/or for leveling and maintenance of existing roadbeds upon the Premises. The Grantor may haul in clay or similar soils to line the bottom of the Ponds to minimize seepage.
- e. Agri-tourism. The use of the Premises for "Agri-tourism" activities, which activities shall be defined as ancillary commercial activities and events that support the financial viability of the use of the Premises for Agricultural Activities, which activities shall be limited to farm-based entertainment such as harvest festivals and farm-based education addressing the subjects of sustainable agriculture, food production and nutrition, and/or environmental conservation and ecology; with prior approval of the Grantees, Grantor may host unrelated educational activities such as painting or yoga classes, and the like, and up to four (4) recreational events, weddings, or similar types or scale of events per year, provided that said events shall be incidental and subordinate to the primary use of the Premises for Agricultural Activities.
- 11. Green Energy. With prior written approval of the Grantees, constructing energy producing structures and associated transmission lines that produce negligible or no pollution or carbon emissions ("Green Energy Structures") to supply power for any Permitted Acts and Uses on the Premises. In addition to the terms of Paragraph III.E., when considering whether to grant approval, the Grantees will take into consideration the energy needs related to the relevant

Permitted Act(s) and Use(s). While it is agreed that some power may be fed back into the public power grid during high production periods, such Green Energy Structures shall be limited to a capacity not higher than that necessary to meet, or exceed by up to 20% at the time of installation, the power requirements of the Permitted Acts and Uses;

12. Concrete Pads. Pouring, using, maintaining, repairing, and replacing a concrete pad in the location as shown on the plan in Exhibit B as "Proposed 20'x40' Conc. Pad"), and using, maintaining, repairing, and replacing the existing concrete pad in the location as shown on the plan in Exhibit B as "Conc. Pad". Collectively, the Proposed 20'x40' Conc. Pad and the Conc. Pad shall be referred to herein as the "Concrete Pads". The Concrete Pads may be used in support of the Permitted Acts and Uses described herein. The Concrete Pads may be moved with the prior written approval of the Grantee, provided any sites previously used for the Concrete Pads are restored in accordance with Paragraph III.C.

C. Site Restoration

Upon completion of any Permitted Acts and Uses, any disturbed areas shall be restored substantially to the conditions that existed prior to said activities, including with respect to soil material, grade, and vegetated ground cover.

D. Compliance with Permits, Regulations, Laws

The exercise of any Permitted Acts and Uses under Paragraph III.B. shall be in compliance with all applicable federal, state and local laws, rules, regulations, zoning, and permits, and with the Constitution of the Commonwealth of Massachusetts. The inclusion of any Permitted Act or Use requiring a permit, license or other approval from a public agency does not imply that the Grantees or the Commonwealth takes any position whether such permit, license, or other approval should be issued.

E. Notice and Approval

- 1. Notifying Grantee. Whenever notice to or approval by Grantee is required, Grantor shall notify or request approval from Grantee, by a method requiring proof of receipt, in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question, unless a different time period is specified herein. The notice shall:
 - Describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity;
 - b. Describe how the proposed activity complies with the terms and conditions of this Conservation Restriction, and will not materially impair the Purposes and/or Conservation Values;

- c. Identify all permits, licenses, or approvals required for the proposed activity, and the status of any such permits, licenses, or approvals.
- d. Describe any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the Purposes and Conservation Values.

2. Grantee Review.

Where Grantee's approval is required, the Secondary Grantee, within thirty (30) days of receipt of Grantor's request, shall notify the Primary Grantee of the Secondary Grantee's decision. Within sixty (60) days of the Primary Grantee's receipt of Grantor's request, the Primary Grantee shall either affirm, amend or reverse the decision of the Secondary Grantee, shall notify the Secondary Grantee thereof in writing, and shall issue its decision to the Grantor in writing. The Primary Grantee's decision shall in all cases be the final and controlling decision binding on both Grantees. In the event that no decision is received from the Secondary Grantee within thirty (30) days, the Primary Grantee shall proceed to issue its decision within sixty (60) days of Grantor's request. Grantee's approval shall only be granted upon a showing that the proposed activity will minimize impacts to the Conservation Values and will not materially impair the Purposes and/or Conservation Values. Grantee may require Grantor to secure expert review and evaluation of a proposed activity by a mutually agreed upon party.

3. <u>Resubmittal.</u> Grantee's failure to respond within sixty (60) days of receipt shall not constitute approval of the request. Grantor may subsequently submit the same or a similar request for approval.

IV. INSPECTION AND ENFORCEMENT

A. Entry onto the Premises

The Grantor hereby grants to the Grantee, and its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction.

B. Legal and Injunctive Relief

- 1. Enforcement. The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain compensatory relief, including without limitation, compensation for interim losses (i.e., ecological and public use service losses that occur from the date of the violation until the date of restoration) and equitable relief against any violations, including, without limitation, injunctive relief and relief requiring restoration of the Premises to its condition prior to the time of the injury (it being agreed that the Grantee will have no adequate remedy at law in case of an injunction). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction.
- 2. Notice and Cure. In the event the Grantee determines that a violation of this Conservation Restriction has occurred and intends to exercise any of the rights described herein, the Grantee shall, before exercising any such rights, notify the Grantor in writing of the violation. The Grantor shall have thirty (30) days from receipt of the written notice to halt the violation and remedy any damage caused by it, after which time Grantee may take further action, including instituting legal proceedings and entering the Premises to take reasonable measures to remedy, abate or correct such violation, without further notice. Provided, however, that this requirement of deferment of action for thirty (30) days applies only if Grantor immediately ceases the violation and Grantee determines that there is no ongoing violation. In instances where a violation may also constitute a violation of local, state, or federal law, the Grantee may notify the proper authorities of such violation.
- 3. Reimbursement of Costs and Expenses of Enforcement. Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including counsel fees) incurred by the Grantee in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey by a Massachusetts licensed professional land surveyor and to have the boundaries permanently marked.
- 4. Coordination between Primary and Secondary Grantee. Whenever there is a question of whether there is a violation of this Conservation Restriction, or how to proceed in addressing the violation, the Primary Grantee shall consult with the Secondary Grantee. The Primary Grantee shall then determine whether there is a violation and how to proceed in addressing the violation. The Primary Grantee's decision shall in all cases be the final and controlling decision binding on both Grantees. In the event that no response is received from the Secondary Grantee within thirty (30) days, the Primary Grantee shall notify Grantor and proceed as provided in Paragraph IV.B.2.

C. Non-Waiver

Enforcement of the terms of this Conservation Restriction shall be at the sole discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

D. Disclaimer of Liability

By acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

E. Acts Beyond the Grantor's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from natural causes beyond the Grantor's control, including but not limited to fire, flood, weather, climate-related impacts, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Premises, if desirable and feasible.

V. PUBLIC ACCESS

Subject to the provisions of this Conservation Restriction, the Grantor hereby grants access to the Premises to the general public and agrees to take no action to prohibit or discourage access to and use of the Premises by the general public, but only for daytime use and only as described in Paragraph III.B.8, provided that such agreement by Grantor is subject to the Grantor's reserved right to establish reasonable rules, regulations, and restrictions on such permitted recreational use by the general public for the protection of the Purposes and Conservation Values. Grantor has the right to control, limit, or prohibit by posting and other reasonable means activities or uses of the Premises not authorized in Paragraph III.B.8. The Grantee may require the Grantor to post the Premises against any use by the public that results in material impairment of the Conservation Values. This grant of public access to the Premises is solely for the purposes described in Section 17C of Chapter 21 of the Massachusetts General Laws and the Grantor and Grantee hereto express their intent to benefit from exculpation from liability to the extent provided in such section.

VI. TERMINATION/RELEASE/EXTINGUISHMENT

A. Procedure

If circumstances arise in the future that render the Purposes impossible to accomplish, this Conservation Restriction can only be terminated, released, or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, or successor official ("Secretary"), and any other approvals as may be required by Section 32 of Chapter 184 of the Massachusetts General Laws.

B. Grantor's and Grantee's Right to Recover Proceeds

If any change in conditions ever gives rise to termination, release, or extinguishment of this Conservation Restriction under applicable law, then Primary Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph VI.C., subject, however, to any applicable law which expressly provides for a different disposition of the proceeds, and after complying with the terms of any gift, grant, or funding requirements. The Primary Grantee shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

C. Grantee's Receipt of Property Right

Grantor and Grantees agree that the conveyance of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantees, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction, determined at the time of the conveyance, bears to the value of the unrestricted Premises. The proportionate value of the Grantees' property right as of the Effective Date (See Paragraph XII.) was determined to be eighty-five and seventy-one hundredths percent (85.71%). Such proportionate value of the Grantee's property right shall remain constant.

D. Cooperation Regarding Public Action

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Primary Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Primary Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Primary Grantee in accordance with Paragraph VI.B. and Paragraph VI.C. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Primary Grantee shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

VII. DURATION and ASSIGNABILITY

A. Running of the Burden

The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Execution of Instruments

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction. The Grantor, on behalf of itself and its successors and assigns, appoints the Grantee its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit

The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except when all of the following conditions are met:

- 1. the Grantee requires that the Purposes continue to be carried out;
- 2. the assignee is not an owner of the fee in the Premises;
- the assignee, at the time of the assignment, qualifies under and 26.U.S.C. 170(h), and applicable regulations thereunder, if applicable, and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the Massachusetts General Laws; and
- 4. the assignment complies with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VIII. SUBSEQUENT TRANSFERS

A. Procedure for Transfer

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantees not less than twenty (20) days prior to the effective date of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. If the Grantor fails to reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, then the Grantees may record, in the applicable registry of deeds, or registered in the applicable land court registry district, and at the Grantor's expense, a notice of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

B. Grantor's Liability

The Grantor shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

IX. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantees shall, within sixty (60) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance or non-compliance with any obligation of the Grantor contained in this Conservation Restriction.

X. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantees agree that they will not take title, to any part of the Premises without having first assigned this Conservation Restriction following the terms set forth in Paragraph VII.C to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

XI. AMENDMENT

A. Limitations on Amendment

Grantor and Grantee may amend this Conservation Restriction only to correct an error or oversight, clarify an ambiguity, maintain or enhance the overall protection of the Conservation Values, or add real property to the Premises, provided that no amendment shall:

- 1. affect this Conservation Restriction's perpetual duration;
- 2. be inconsistent with or materially impair the Purposes;
- 3. affect the qualification of this Conservation Restriction as a "qualified conservation contribution" or "interest in land" under any applicable laws, including 26 U.S.C. Section 170(h), and related regulations;
- 4. affect the status of Grantee as a "qualified organization" or "eligible donee" under any applicable laws, including 26 U.S.C. Section 170(h) and related regulations, and Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws;
- create an impermissible private benefit or private inurement in violation of federal tax law, as determined by an appraisal, conducted by an appraiser selected by the Grantee, of the economic impact of the proposed amendment;
- 6. alter or remove the provisions described in Paragraph VI (Termination/Release/Extinguishment);
- 7. cause the provisions of this Paragraph XI to be less restrictive; or

8. cause the provisions described in Paragraph VII.C (Running of the Benefit) to be less restrictive

B. Amendment Approvals and Recording

No amendment shall be effective unless documented in a notarized writing executed by Grantee and Grantor, approved by the Town of Bridgewater and by the Secretary in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, and recorded in the applicable registry of deeds or registered in the applicable land court registry district.

XII. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantees have executed it, the administrative approvals required by Section 32 of Chapter 184 of the Massachusetts General Laws have been obtained, and it has been recorded in the applicable registry of deeds or registered in the applicable land court registry district.

XIII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: Carol H. Chaffee, David A. Hanson and Robert J. Hanson, Trustees of the Hanson Family Realty Trust

600 Pleasant Street Bridgewater, MA, 02324

With copy to: Robert Pellegrini, Esq.

PK Boston Law 54 Main Street

Bridgewater, MA 02324

To Primary

Grantee: T

Town of Bridgewater 66 Central Square Bridgewater, MA, 02324

With copy to: Jason M. Rawlins, Esq. Rawlins Asack, LLC.

555 Bedord Street, Suite 1 Bridgewater, MA 02324

To Secondary

Grantee: Wildlands Trust, Inc.

675 Long Pond Road Plymouth, MA, 02360

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

XIV. GENERAL PROVISIONS

A. Controlling Law

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in order to effect the Purposes and the policy and purposes of Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the Purposes that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement

This instrument sets forth the entire agreement of the Grantor and Grantees with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Restriction, all of which are merged herein.

XV. BASELINE DOCUMENTATION REPORT

The Conservation Values, as well as the natural features, current uses of, and existing improvements on the Premises, such as, but not limited to, trails, woods roads, structures, meadows or other cleared areas, agricultural areas, and scenic views, as applicable, are

described in a Baseline Documentation Report ("Baseline Report") prepared by Grantee with the cooperation of the Grantor, consisting of maps, photographs, and other documents and on file with the Grantee and included by reference herein. The Baseline Report (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, (ii) is intended to fully comply with applicable Treasury Regulations, (iii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein, and (iv) may be supplemented as conditions on the Premise change as allowed over time. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant in addition to the Baseline Report.

XVI. MISCELLANEOUS

A. Pre-existing Public Rights

Approval of this Conservation Restriction pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws by any municipal officials and by the Secretary, is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

B. Release of Homestead

The Grantor hereby agrees to waive, subordinate, and release any and all Homestead rights pursuant to Chapter 188 of the Massachusetts General Laws it may have in favor of this Conservation Restriction with respect to any portion of the Premises affected by this Conservation Restriction, and hereby agrees to execute, deliver and/or record any and all instruments necessary to effectuate such waiver, subordination and release. In all other respects, the Grantor reserves and retains any and all Homestead rights, subject to this Conservation Restriction, pursuant to Section 10(e) of Chapter 188 of the Massachusetts General Laws.

C. No Surety Interest

The Grantor attests that there is no mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

D. Executory Limitation

If either Grantee shall cease to exist or to be qualified to hold conservation restrictions pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, or to be qualified organization under 26 U.S.C. 170(h), and applicable regulations thereunder, if applicable, and a prior assignment is not made pursuant to Paragraph VII, then that Grantee's rights and obligations under this Conservation Restriction shall run to the other

Grantee. If both Grantees shall cease to exist or to be qualified to hold conservation restrictions pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, or to be qualified organization under 26 U.S.C. 170(h), and applicable regulations thereunder, if applicable, and a prior assignment is not made pursuant to Paragraph VII, then their rights and obligations under this Conservation Restriction shall run to the Town of Bridgewater Conservation Commission is no longer in existence at the time the rights and obligations under this Conservation Restriction would otherwise vest in it, or if the Town of Bridgewater Conservation Commission is not qualified or authorized to hold conservation restrictions as provided for assignments pursuant to Paragraph VII, or if it shall refuse such rights and obligations, then the rights and obligations under this Conservation Restriction shall vest in such organization as a court of competent jurisdiction shall direct pursuant to the applicable Massachusetts law and with due regard to the requirements for an assignment pursuant to Paragraph VII.

E. Prior Encumbrances

This Conservation Restriction shall be in addition to and not in substitution of any other restrictions or easements of record affecting the Premises.

F. The following signature pages are included in this Grant:

Grantor: Carol H. Chaffee, David A. Hanson and Robert J. Hanson, Trustees of the Hanson Family Realty Trust

Primary Grantee Acceptance: Town of Bridgewater Conservation Commission

Secondary Grantee Acceptance: Wildlands Trust, Inc.

Approval of Bridgewater Town Council

Approval of the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts.

G. The following exhibits are attached and incorporated herein:

Exhibit A: Legal Description of Premises

Exhibit B: Reduced Copy of Recorded Plan of Premises

Exhibit C: Bridgewater Town Council Vote Authorizing the Use of CPA Funds

WITNESS our hand and seal this 21 St day of, 2025
Carol H. Chaffee, Trustee, Hanson Family Realty Trust
David A) Hanson, Trustee, Hanson Family Realty Trust Trustee Robert J. Hanson, Trustee, Hanson Family Realty Trust
THE COMMONWEALTH OF MASSACHUSETTS Plymouth County, ss:
On this
Notary Public Philip A. Carling My Commission Expires: 5-22-31
PHILIP A.CARLINO Notary Public, Commonwealth of Massachusetts My Commission Expires May 22, 2031

THE COMMONWEALTH OF MASSACHUSETTS

On this alst day of
that he signed it for its stated purpose as a free and voluntary act of the Trust, before me. Notary Public Philip A. Carlino
Notary Public Philip A. Carlino
My Commission Expires:
Notary Public, Commonwealth of Massachusetts My Commission Expires May 22, 2031
THE COMMONWEALTH OF MASSACHUSETTS
Plymouth County, ss:
On this 21st day of, 2025, before me, the undersigned notary public, personally appeared Robert J Hanson as Trustee of the Hanson Family Realty Trust, and proved to me through satisfactory evidence of identification which was to be the person whose name is signed on the
preceding or attached document, is duly authorized by the Trust to execute this 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, and acknowledged to me that he signed it for its stated purpose as a free and voluntary act of the Trust, before me.
Notary Public Philip A. Carlino
My Commission Expires: 5-23-31

ACCEPTANCE OF TOWN OF BRIDGEWATER CONSERVATION COMMISSION

We, the undersigned, being a majority of the Conservation Commission of the Town of Bridgewater, Massachusetts, hereby certify that at a public meeting duly held on April 24th, 2025, the Conservation Commission voted to approve and accept the foregoing Conservation Restriction from Carol H. Chaffee, David A. Hanson, and Robert J. Hanson as Trustees of the Hanson Family Realty Trust, pursuant to Section 32 of Chapter 184 and Section 8C of Chapter 40 of the Massachusetts General Laws and do hereby accept the foregoing Conservation Restriction.

TOWN OF BRIDGEWATER CONSERVATION COMMISSION:

Wendy Smith, Chair

Marilyn McDonald, Vice-Chair

Harry Bailey, Member

Eileen Prisco, Member

Mark Peterson, Member

THE COMMONWEALTH OF MASSACHUSETTS

Plymouth County, ss:	
On this 28 day of, 2025, before me, the undersigned	
notary public, personally appeared . Merily Weed oncele Eileen Prisco	
, Mark Peterson (KP) ,, and _	
, and proved to me through satisfactory evidence of	
identification which was <u>Personauy known</u> to be the persons whose	
names are signed on the proceeding or attached document, and acknowledged to me	
that they signed it voluntarily for its stated purpose.	
Notary Public My Commission Expires: NICOLE SALVO Notary Public Commonwealth of Massachusetts My Commission Expires April 20, 2029	

ACCEPTANCE OF GRANT

The foregoing Conservation Restriction from Carol H. Chaffee, David A. Hanson, and Robert J. Hanson, Trustees of the Hanson Family Realty Trust, was accepted by Wildlands Trust, Inc. this
By: Greg Lucinii
Its: Treasurer, duly authorized
THE COMMONWEALTH OF MASSACHUSETTS
PLYMOUTH County, ss:
On this 3 day of True, 2025, before me, the undersigned

Notary Public Tom DALL-SS ANDRE My Commission Expires: MMY 22, 2036

THOMAS DALLESSANDRO
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires on
May 22, 2031

THE COMMONWEALTH OF MASSACHUSETTS

MMCU	771	c	ounty, ss:								
On this _	3	day	of Jun.	ę	, 202	5, be	efore	me,	the	unders	igned
notary p	ublic,	perso	onally app	eared Greg Lu	cini as Trea	sure	r of W	'ildlan	ds T	rust, Inc	and:
proved	to	me	through	satisfactory	evidence	of	ident	ificati	on	which	was
DRIVE	251	LV	Zense	to be	e the perso	n wh	ose r	name	is s	igned o	n the
proceeding or attached document, and acknowledged to me that he signed it voluntarily											
for its sta	ited	ourpo	se.								

Notary Public

Tom DAllessande

My Commission Expires: 5-22 -203c

THOMAS DALLESSANDRO
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires on
May 22, 2031

APPROVAL OF TOWN OF BRIDGEWATER TOWN COUNCIL

We the undersigned, being a majority of the Town Council of the Town of Bridgewater, hereby certify that at a public meeting duly held on May 6, 2025, the Council voted to approve the foregoing Conservation Restriction from Carol H. Chaffee, David A. Hanson and Robert J. Hanson, Trustees of the Hanson Family Realty Trust, to the Town of Bridgewater, acting by and through its Conservation Commission, and Wildlands Trust, Inc. in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

TOWN OF BRIDGEWATER TOWN COUNCIL

Kevin Perry

aul Murphy

Sean Kennedy

Adelene Ellenberg

Mark Linde

lomny Loreti

Mary McGrath

Sønya Lee Striggles

Marilee Hunt

THE COMMONWEALTH OF MASSACHUSETTS

My month County, ss:			
On this 6 thay of May	, 20	025, before me, t	he undersigned
notary public, personally appeared \(\subseteq \)	Sevin Pe	rry, Pr	ul Murphy
Johny Loreti, and pro	ncdy, Acoved to me	through satisfactor	y evidence of
identification which was known to	me	to be the	persons whose
names are signed on the proceeding	or attached do	ocument, and ackn	owledged to me
that they signed it voluntarily for its sta	ated purpose.		
	Notary Publi		<u> </u>
	,	8	23 (2020
		Laurie A Guerrini Notary Public OMMONWEALTH OF MASSACHUSE My Commission Expires 08/25/2028	πε

APPROVAL OF SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS OF THE COMMONWEALTH OF MASSACHUSETTS

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby approves the foregoing Conservation Restriction from Carol H. Chaffee, David A. Hanson and Robert J. Hanson. Trustees of the Hanson Family Realty Trust, to the Town of Bridgewater, acting by and through its Conservation Commission, and Wildlands Trust, Inc. in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

Dated:, 2025	
	Rebecca L. Tepper
	Secretary of Energy and Environmental Affairs
	ALTH OF MASSACHUSETTS
SUFFOLK, ss:	
On this day of	, 2025, before me, the undersigned
notary public, personally appeared <u>F</u>	Rebecca L. Tepper, and proved to me through
satisfactory evidence of identification w	hich was to
be the person whose name is signed	on the proceeding or attached document, and
acknowledged to me that she signed it	voluntarily for its stated purpose.
	Notary Public
	My Commission Expires:

EXHIBIT A

Description of the Premises

The land in Bridgewater, *Plymouth County*, Massachusetts, containing 71.79 acres, +/-, shown as "Lot A", "Plot 8", "Plot 22", and "Plot 108" on a plan of land titled "Hanson Family Realty Conservation Restriction Plan of Land", dated 3/4/2025, prepared by J.K. Holmgren Engineering LLC, 1024 Pearl Street, Brockton, Massachusetts 02301, said plan recorded in the Plymouth County Registry of Deeds at Book ____, Page ____. A reduced copy of said plan is attached hereto as Exhibit B.

EXHIBIT B

Reduced Copy of Plan of Premises

For official full size plan see Plymouth Registry of Deeds Plan Book _____ Page ____

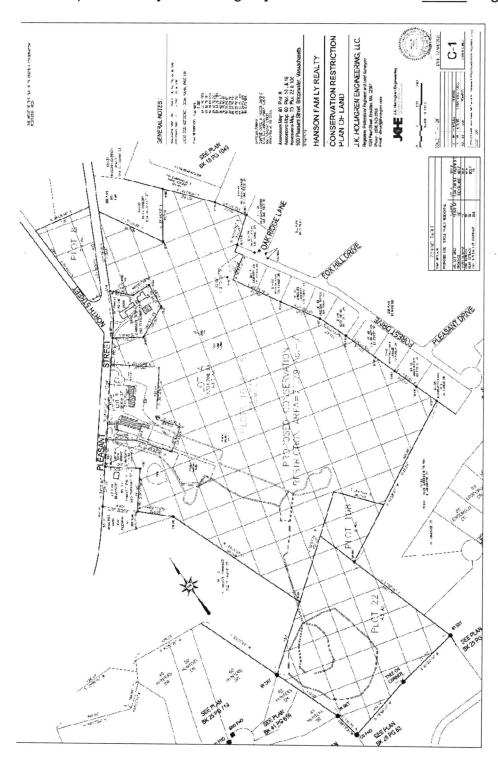


EXHIBIT C - <u>Attested Copy of Vote of Bridgewater Town Council</u>



Bridgewater Town Council

Introduced By:

Town Manager

Date Introduced:

4/8/2025

First Reading:

4/8/2025

Second Reading:

4/22/2025

Amendments Adopted:

Third Reading:

Date Adopted:

4/22/2025

Date Effective:

5/22/2025

Order O-FY25-054: Transfer Order - Conservation Easement/Restriction - Hanson's Farm

ORDERED, that the Town Council assembled vote In accordance with section 6-4 of the Bridgewater Home Rule Charter, vote to appropriate \$32,138 from CPC Account #324100 - Open Space Reserve to support the acquisition of the development rights of the Hanson Family Trust Farm, 600 Pleasant Street, Bridgewater, MA 02324.

Explanation:

Please see the attached CPC Application

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)			
Town Council	• 4/8/25: Referred to Budget & Finance and Finance Committee			
• Finance Committee/Budget & Finance	• 4/14/25: Joint meeting held			

Attachments:

- 1. Recommendation - Hansons Farm
- 2. Hanson Farm CPA Application

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, April 22, 2025, to approve the aforementioned Order, by a Roll-call vote 7-1.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk

THE PARTY SALES SA

Bridgewater Town Council

Introduced By:

Town Manager

Date Introduced:

4/22/2025

First Reading:

4/22/2025

Second Reading:

5/6/2025

Amendments Adopted:

Third Reading:

Date Adopted:

5/6/2025

Date Effective:

6/6/2025

Order O-FY25-059: Acceptance of Hanson Farm Conservation Restriction

ORDERED, that the Town Council assembled vote to

WHEREAS: Massachusetts General Laws, Chapter 44, §53A, states as follows:

"An officer ... of any city or town ... may accept grants or gifts of funds from ... from the commonwealth ... or an agency thereof, ... and may expend such funds for the purposes of such grant or gift ... with the approval of the city manager and city council...;" and

WHEREAS: The Town of Bridgewater has received notice of a grant award of \$3,000,000 from the Executive Office of Energy & Environmental Affairs for the project Hanson Farm Conservation Restriction Purchase. Now, therefore, in accordance with Chapter 44, §53A of the Massachusetts General Laws, the Town Council votes to take the following action:

ORDERED that the Town Council does hereby approve and accept the Conservation Restriction attached hereto as Exhibit A and included herein

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)			
Budget & Finance	• 5/6/25: voted 2-0 to recommend			
• Finance Committee	• 5/5/25: voted 5-0 to recommend			
•	•			

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

Attachments:

1. Bridgewater CR 17523 DCS-EEA Final Review to Parties 4 18 2025

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, May 6, 2025, to approve the aforementioned Order, by a Roll-call vote 9-0-0.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk