



Town of Bridgewater
Budget & Finance Committee

May 6, 2025

6:15 PM

66 Central Square

Academy Building

Conference Room 201A/2nd Floor

MEETING AGENDA

- A. Call to Order**
- B. Public Comment**
- C. Legislation Referred**
 - a) Order O-FY25-057: BAA Collective Bargaining Contract Ratification
 - b) Order O-FY25-058: BAA Collective Contract Appropriation Transfer
 - c) Order O-FY25-059: Acceptance of Hanson Farm Conservation Restriction
- D. Public Comment**
- E. Adjournment of Meeting**



Bridgewater Town Council

Introduced By: Town Manager
Date Introduced: 4/22/2025
First Reading: 4/22/2025
Second Reading:
Amendments Adopted:
Third Reading:
Date Adopted:
Date Effective:

Order O-FY25-057: BAA Collective Bargaining Contract Ratification

ORDERED, in accordance with section 4-2 (15) of the Bridgewater Home Rule Charter, that the Town Council assembled vote to approve the negotiated agreement covering July 1, 2024 through June 30, 2026 with the Bridgewater Administrative Association.

Explanation:

The Town Manager negotiated an agreement with the Bridgewater Administrative Association. An affirmative vote of the Council will approve the contract as presented. A concurrent transfer request will fund the appropriation thereof.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
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•	•
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Attachments: 1. BAA MOU FY25 Executed

NOT FOR ACTION - FIRST READING

**MEMORANDUM OF UNDERSTANDING
BETWEEN TOWN OF BRIDGEWATER AND
BRIDGEWATER ADMINISTRATIVE ASSOCIATION**

WHEREAS, the Town of Bridgewater ("Town") and the Bridgewater Administrative Association ("Union") have met in good faith and agreed to a successor collective bargaining agreement, pursuant to G.L. c. 150E, subject to ratification by both parties.

NOW THEREFORE, the parties have agreed to the following changes to the collective bargaining agreement:

1. Wages – Appendix A:

- a. July 1, 2024 – 2% increase to all base wages
- b. July 1, 2025 – 2% increase to all base wages
- c. July 1, 2026 – 2% increase to all base wages
- d. The Town will add the 25-hour position to the wage grid with the following language added to the top of Appendix A – Wages:

“The hourly rates listed below are the agreed upon wage rates for the positions covered by this agreement. The estimated annual salaries below are for illustrative purposes only.”

2. Article IV – Hours of Work:

- a. Modify Article IV to reflect the following changes:

The basic work requirement for **full-time** employees covered under this agreement is **thirty-five (35) or forty (40) hours** per weekly pay period. **Regular part-time employees under this agreement work a minimum of twenty (20) hours per week.** Employees covered by this Agreement are considered non-exempt employees pursuant to the provisions of the Fair Labor Standards Act. The regular work week for employees shall be Monday through Friday, with regular starting and quitting times as determined by the Town Manager.

Grandfather Clause: Current members of the bargaining unit who do not elect to assume the forty (40) hour work week as of the signing of this agreement will be grandfathered from this work week requirement. Employees who do not elect forty (40) hours as of the signing of this agreement may subsequently request such change. Approval of such request will be dependent upon varied conditions including the Town's needs and budgetary conditions. Approval is subject to the Town Manager's approval.

All employees shall be provided with a thirty (30) minute unpaid meal break on workdays longer than 6 hours. Meal periods are not considered hours worked and therefore are not compensated. Meal periods will be scheduled by the employee's department head (or his/her designee). Meal periods must be coordinated within the department so that there is adequate coverage at all times during operational hours.

Two paid fifteen (15) minute breaks are provided, during a 7.5 or 8 hour work day. Part-time employees shall receive one paid fifteen (15) minute break during shifts longer than 4 hours. To the extent possible, break periods will be provided in the middle of work periods. The purpose of break periods is to provide employees with a short respite from normal work activities. Break periods are considered time worked. Department heads may; however, schedule break periods at any time to reflect departmental operating needs.

Break periods should not be combined with the meal period to extend the total length of the meal period, without prior approval of the department head or designee.

Under no circumstance shall the break period be accumulated to be taken together later in the day in order to shorten or truncate the normal work day. Employees that leave work early must be charged from their accrued vacation or comp time allotment and receive prior approval of the department head or designee.

- b. Due to the changes to Article IV outlined above, Article XIII Section 3 shall be deleted.

3. Article XII – Longevity: Modify Article XII to reflect the following changes:

Section 1. As a reward for continuous service in the employ of the Town, a full-time employee shall receive the following permanent increments for the years of service listed: Effective July 1, 2015 the longevity schedule shall be:

10 years: +1% of salary
15 years: + 1%
20 years: + 1%
25 years: + 1%

Effective July 1, 2025, The longevity increments shall become effective on employees shall receive longevity payments in the increments above at the beginning of the employee's anniversary first following the tenth (10) years' of service or equivalent numbers of hours and shall be added to the employee's base pay annually in the pay week immediately following completion of the qualifying years of service.

Personnel employed on an hourly, ~~a part-time~~, temporary, or seasonal, basis shall not qualify for longevity increments. (~~Pro-rated~~ **Part-time** employees see Section 2.)

Section 2. ~~Pro-rated~~ **Part-time** employees shall receive these increments when their total pro-rated hours accumulated under the BAA contract are equal to the above years of full-time service. (For example, 12 years= 12 years x 35 hours per week x 52 weeks per year= 21,840 hours.)

Section 3. ~~In any year during which an employee is eligible to receive a longevity increment, the employee may request to be paid fifty percent (50%) of the longevity increment due for that year upon completion of six (6) months of work prior to his/her anniversary date. The remaining fifty percent (50%) of the longevity increment will be payable on the employee's anniversary date.~~

4. Article VII - Vacations:

a. Modify Article VII as follows:

Every employee occupying a **permanent** full-time position, or ~~pro-rated part-time~~ position in which he/she has been in continuous service ~~for~~ to the Town **shall be granted paid vacation leave at the following rates:**

Complete Years of Service	Vacation Time
1 - 2	2 weeks
3 - 5	2 weeks + 2 days
5 - 9	3 weeks
10 - 14	4 weeks
15 - 19	5 weeks
20	5 weeks + 1 day
21	5 weeks + 2 days
22	5 weeks + 3 days
23	5 weeks + 4 days
24 and above	6 weeks

~~for twelve (12) months, shall be granted two (2) weeks' vacation leave with pay, three (3) weeks' vacation after five (5) years of service, and four (4) weeks' vacation after ten (10) years, on the completion of fifteenth year five (5) weeks, twentieth year five (5) weeks' plus one (1) day vacation, twenty-first year five (5) weeks plus two (2) days, twenty-second year five (5) weeks plus three (3) days, twenty-third year five (5) weeks' plus four (4) days' vacation, and twenty-fourth year six (6) weeks' vacation, to be effective on the employee's anniversary date. Such vacation shall be granted by the head of the department of the Town at such time as in his/her opinion will cause the least interference with the performance of the regular work of the Town.~~

Employees shall not be eligible to accrue or use vacation leave during their probationary period. On the first pay period after the expiration/conclusion of an employee's

probationary period, the employee shall be credited with the one (1) year employee vacation time pro-rated from the hire date through December 31 of the current year.

Employees reaching a new vacation accrual milestone based on their years of service shall receive a prorated amount of the new vacation accrual rate for the period from their anniversary date through December 31 of the current year.

Vacation leave shall be issued on January 1 of each year and shall expire upon the following December 31, except for the following provisions:

Any employee who has accrued vacation time on December 31, 2025, shall be permitted to carryover up to two (2) weeks of vacation time; ~~Vacation days earned in any calendar year must be taken in the same calendar year, with the exception that a maximum of two (2) weeks may be carried forward; one (1) to be used prior to April 30, 2026 and the second week to be used by June 30, 2026 with prior written approval of the Department Head, provided that sufficient notice (before December 31, 2025) is submitted to the Employer Human Resources.~~

Effective December 31, 2026 and each year thereafter: Employees will be permitted to carry over one (1) week of vacation into the following year, which must be used prior to April 30th with written approval by the Department Head provided that sufficient notice (before December 31st) is submitted to Human Resources.

~~Pro-rated~~ Part-time employees shall be entitled to an amount of vacation in the ratio that their part-time employment bears to full-time employment.

Vacation with pay shall not be granted to temporary employees.

An additional day off shall be allowed if a holiday occurs during a vacation period. The scheduling of this additional day shall be at the discretion of the Department Heads.

Employees who separate from employment for any reason shall be issued compensation for any unused accrued vacation time at a pro-rated rate based upon the number of weeks worked in the year. Upon the death of an employee eligible for vacation leave, payment shall be made to the estate or heirs of the deceased employee for the proportion of the vacation accrued in the calendar year prior to death which the number of days worked bears to the total working days in such year.

~~Upon retirement, resignation or layoffs, the employees shall receive a pro-rated amount of vacation due for the coming year based on the number of additional months worked beyond the employee's anniversary date.~~

- b. In acknowledgement of the changes listed above, the Town and the Union agree that bargaining unit employees Jane Brown and Christine Nemes will be permitted to carry over three (3) weeks of vacation leave on December 31, 2025

and two (2) weeks of vacation leave on December 31, 2026, after which time both employees will be subject to the carryover provisions in Article VII above.

5. Article XXIII – Health Insurance: Modify the last paragraph of Article XXIII as follows:

New Employees hired after ~~July 1, 2018~~ **ratification of this agreement** will share the cost of health insurance premiums; with the Town contributing 75% of the cost and new employees contributing 25%. ~~SUBJECT TO remaining unions contributing 25% for new hires by FY22. If not, those impacted would revert back to a 20% contribution on July 1, 2022.~~ **Employees hired before ratification of this agreement will share the cost of health insurance premiums. with the Town contributing 80% and employee contributing 20%.**

6. Article XVI – Evaluations: – Sections 3, 4 and 5 - Change Town Manager to Human Resources

7. Article XX – Term, Amendment and Modification of Agreement

- a. Update CBA duration to reflect a three (3) term of July 1, 2024, through June 30, 2027.

8. Article VIII - Holidays:

- a. Add Juneteenth to list of holidays
- b. Add the following sentence below the list of holidays: **“Part-time employees shall be paid holiday pay only if the holiday, or the day the holiday is observed, falls within the employee's regular weekly work schedule and he/she would have been required to work that day had the day not been a holiday. When eligible, employees shall be paid holiday pay in an amount equal to the hours that employee would have been scheduled to work on the day in which the designated Holiday fell.”**

9. Article IX – Sick Leave:

- a. Add the following sentence to the end of Section 1, paragraph 1: **“Pro-rated Part-time employees shall be entitled to an amount of sick leave in the ratio that their part-time employment bears to full-time employment.”**
- b. Modify Section 3 as follows:

Upon return to work following an absence in excess of three (3) consecutive work days, an employee may be required to undergo a medical examination to determine his/her fitness for work. In cases of illness, such above mentioned physical examination shall be conducted by the employee's own physician, at the employer's expense. In cases of injury related to the actual performance of duty, ~~such examination shall be conducted by the Town Doctor at no expense to the~~

employee the parties shall follow the processes set forth in the Town's Work Place Injuries & Accidents and Worker's Compensation Insurance Policies, as well as applicable laws.

c. Remove Section 5 and renumber the sections that follow.

10. Article XI – FMLA and Maternity Leave: Replace “Maternity” with “Parental”

11. Article X – Bereavement: Modify the Second Paragraph of Article X as follows:

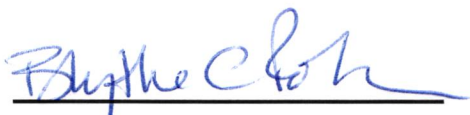
Employees under this contract shall be granted ~~one (1)~~ **two (2)** work days of leave without loss of pay to attend the funeral in the event of the death of the employee's aunt, uncle, first cousin, nieces and nephews, or grandparents-in-law. An employee may request the Town Manager to give consideration to special circumstances.

12. Article II – Management's Rights: Add the following sentence at the end of Article II:

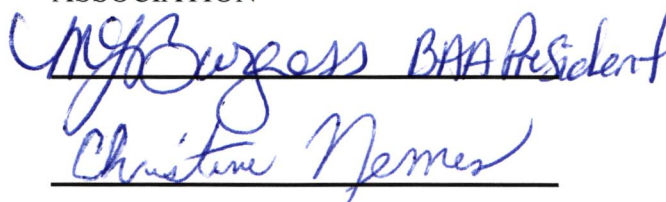
The Town will comply with the requirements of MGL Ch. 150E regarding changes to wages, hours, working conditions.

IN WITNESS WHEREOF, the Union and the Town, by their authorized representatives, have set their hands to this Memorandum of Understanding on this 4th day of April 2025.

For the
TOWN OF BRIDGEWATER



For the
BRIDGEWATER ADMINISTRATIVE
ASSOCIATION









Bridgewater Town Council

Introduced By: Town Manager
Date Introduced: 4/22/2025
First Reading: 4/22/2025
Second Reading:
Amendments Adopted:
Third Reading:
Date Adopted:
Date Effective:

Order O-FY25-058: BAA Collective Contract Appropriation Transfer

ORDERED; Pursuant to Section 6-4 of the Town of Bridgewater Charter, that the Town Council of Bridgewater, Massachusetts in Town Council assembled vote to appropriate and transfer from below schedule Source of Funds to below schedule Use of Funds:

Description: settlement of BAA Contract FY25-FY27

Committee Referrals and Dispositions:

Source of Funds	Account No.	GL Account Description	Amount
Other One Time Stabilization Fund	80135-596100	TRANSFER TO GF	\$8,116.00
WTR Reserved for Special Purpose	6200-358000	TRANSFER TO EF	\$1,233.00
SWR Reserved for Special Purpose	6100-358000	TRANSFER TO EF	\$1,309.00
Total:			\$10,658.00

Use of Funds	Account No.	GL Account Description	Amount
Salaries Health	05105001	Salary Contractual Pay	\$733.00
Salaries ISD	02405001	Salary Contractual Pay	\$1,473.00
Salaries Assessors	01415001	Salary Contractual Pay	\$1,290.00
Salaries Police	02105001	Salary Contractual Pay	\$2,545.00
Salaries Town Clerk	01615001	Salary Contractual Pay	\$1,215.00
Salaries Fire	02205001	Salary Contractual Pay	\$860.00
Salaries Water	62005001	Salary Contractual Pay	\$1,233.00
Salaries Sewer	61005001	Salary Contractual Pay	\$1,309.00
Total			\$10,658.00

NOT FOR ACTION - FIRST READING

Referral(s)	Disposition(s)
•	•
•	•
•	•

Attachments: None



Bridgewater Town Council

Introduced By: Town Manager
Date Introduced: 4/22/2025
First Reading: 4/22/2025
Second Reading:
Amendments Adopted:
Third Reading:
Date Adopted:
Date Effective:

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)
•	•
•	•
•	•

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

Attachments:

1. Bridgewater CR 17523 w rrp comments 3 27 2025 CLEAN VERSION-1

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 602 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 73-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 _____ 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

- Congruence with Public Policy Goals: 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:
 - *Pg. 119, Goal #4, 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.”.*
- Congruence with Public Policy Goals: 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. Structures and Improvements. Constructing, placing, or allowing to remain 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. But excluding "Pumphouse 1", "Pumphouse 2", "chicken coop" and concrete pad to be used for processing wood and not as a foundation for any structure as illustrated on the Plan attached hereto as Exhibit B;
2. Extractive Activities/Uses. 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. Disposal/Storage. 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. Adverse Impacts to Vegetation. Cutting, removing, or destroying trees, shrubs, grasses or other vegetation;
5. 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. Introduction of Invasive Species. 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. Subdivision. 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. Use of Premises for Developing Other Land. Using the Premises towards building or development requirements on this or any parcel other than the unencumbered portion of the Property;
10. Adverse Impacts to Stone Walls, Boundary Markers. Disrupting, removing, or destroying stone walls, granite fence posts, or any other boundary markers;
11. Residential or Industrial Uses. Using the Premises for residential or industrial purposes;
12. Inconsistent Uses. 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.

1. 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.);
2. 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. Composting. Stockpiling and composting stumps, trees, brush, limbs, and similar biodegradable materials originating on the Premises
4. Natural Habitat and Ecosystem Improvement. 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. Trails. Maintaining and constructing trails as follows:
 - a. Trail Maintenance. 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. New Trails. 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. Trail Features. 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. Signs. 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. Motorized Vehicles. 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. Outdoor Passive Recreational and Educational Activities. Fishing, canoeing and other non-motorized boating, swimming, hunting, trapping, hiking, horseback riding, cross-country skiing, snowshoeing, ice-skating, 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. Permitted Activities. 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. Permitted Activities. "Agricultural Activities" are collectively defined as "Animal Husbandry" and "Horticulture," defined below:
 - i. Animal Husbandry. Raising animals, including but not limited to dairy cattle, beef cattle, poultry, sheep, swine, horses, ponies, mules, goats, 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:
 - i. 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. Agricultural Structures and Improvements. 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.
 - 2. The maintenance, repair, and reconstruction of the four structures existing as of the effective date of this Conservation Restriction, shown as “Pumphouse 1”, “Pumphouse 2”, “any Chicken Shed” and concrete pad to be used for wood processing and not as a foundation for any future structure as shown on the plan in Exhibit B attached hereto is permitted. In the event replacement, structures shall not exceed their current footprint or height as shown in the Baseline Documentation Report, a copy of which is on file with both Grantor and the Grantee. Grantor shall provide prior 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.
- iii. The following improvements are permitted without prior approval from the Grantees:
 - 1. Temporary Structures. 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”), 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;

iv. 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. Pond Enlargement. 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;

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:
 - a. 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.

- IV. Resubmittal. 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. **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;
3. 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;
5. 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

565 Pleasant Street
Bridgewater, MA, 02324

With copy to: Robert Pellegrini, Esq.
PK Boston Law
54 Main Street
Bridgewater, MA 02324

To Primary
Grantee: 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

C. 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. **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. If 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 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 ____ day of _____, 2025

Carol Chaffee, Trustee, Hanson Family Realty Trust

David A. Hanson, Trustee, Hanson Family Realty Trust

Robert J. Hanson, Trustee, Hanson Family Realty Trust

THE COMMONWEALTH OF MASSACHUSETTS

County, ss:

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared Carol Chaffee 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
My Commission Expires:

THE COMMONWEALTH OF MASSACHUSETTS

_____ County, ss:

On this _____ day of _____, 2025, before me, the undersigned notary public, personally appeared David A. 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
My Commission Expires:

THE COMMONWEALTH OF MASSACHUSETTS

_____ County, ss:

On this _____ 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
My Commission Expires:

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 _____, 2025, the Conservation Commission voted to approve and accept the foregoing Conservation Restriction from Carol 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

_____ County, ss:

On this ____ day of _____, 2025, before me, the undersigned
notary public, personally appeared _____,
_____, _____, _____, and _____,
_____ and proved to me through satisfactory evidence of
identification which was _____ 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:

ACCEPTANCE OF GRANT

The foregoing Conservation Restriction from Carol Chaffee, David A. Hanson, and Robert J. Hanson, Trustees of the Hanson Family Realty Trust, was accepted by Wildlands Trust, Inc. this _____ day of _____, 2025.

By: _____
Karen Grey

Its: President, duly authorized

By: _____
Greg Lucini

Its: Treasurer, duly authorized

THE COMMONWEALTH OF MASSACHUSETTS

_____ County, ss:

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared Karen Grey as President of Wildlands Trust, Inc. and proved to me through satisfactory evidence of identification which 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:

THE COMMONWEALTH OF MASSACHUSETTS

_____ County, ss:

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared Greg Lucini as Treasurer of Wildlands Trust, Inc. and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

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 _____, 2025, the Council voted to approve the foregoing Conservation Restriction from Carol 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, President

Paul Murphy, Vice President

Fred Chase

Adelene Ellenberg

Mark Linde

Johnny Loreti

Mary McGrath

Sonya Lee Striggles

THE COMMONWEALTH OF MASSACHUSETTS

_____ County, ss:

On this ____ day of _____, 2025, before me, the undersigned
notary public, personally appeared _____,
_____, _____, _____, and _____,
_____ and proved to me through satisfactory evidence of
identification which was _____ 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:

**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 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

THE COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared Rebecca L. Tepper, and proved to me through satisfactory evidence of identification which 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.

DRAFT

EXHIBIT B

Reduced Copy of Plan of Premises

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

DRAFT

EXHIBIT C

Attested Copy of Vote of Bridgewater Town Council

DRAFT