

204 – 206 OLD HOBART STREET, ASSESSORS' PARCEL NOS. 97-0-04 & 97-0-07
211 – 213 HOBART STREET, ASSESSORS PARCEL NOS. 97-0-09 & 97-0-08
HINGHAM, MASSACHUSETTS
MEMORANDUM OF SALE

This Memorandum of Sale is made this 23rd day of June 2026 by and between Lori-Ann Magner, Tax-Title Custodian of the Town of Hingham (and not individually) and _____ (the "Buyer").

1. TAX TITLE SALE AT PUBLIC AUCTION

Pursuant to a public auction conducted on June 23, 2026 by the Tax Title Custodian on behalf of the Town of Hingham as the holder of title to the above-referenced properties by reason of: i) an Instrument of Taking dated September 30, 1983, and recorded with the Plymouth County Registry of Deeds at Book 5471, Page 164 (see **Exhibit A**); and ii) an Instrument of Taking dated September 30, 1983, and recorded with the Plymouth County Registry of Deeds at Book 5471, Page 168 (see **Exhibit B**); iii) an Instrument of Taking dated September 30, 1983, and recorded with the Plymouth County Registry of Deeds at Book 54171, Page 167 (see **Exhibit C**) and iv) an Instrument of Taking dated September 30, 1983, and recorded with the Plymouth County Registry of Deeds at Book 5471, Page 161 (see **Exhibit D**); which Instruments of Taking were foreclosed by Judgment issued by the Land Court of the Commonwealth of Massachusetts in Case No. 99 TL 120088 on April 24, 2015 (see **Exhibit E**), which Judgment was recorded with the Plymouth County Registry of Deeds, the Buyer as the highest pre-qualified bidder agrees to purchase the properties described below and appearing on the Town of Hingham Assessors' Maps (see **Exhibit F**) as Parcel Numbers 97-0-08, 97-0-09, 97-0-04 & 97-0-07 and in the Town of Hingham Property Record Cards (see **Exhibits G through J**) (the "Property") in accordance with the terms hereof, and as set forth in the Town of Hingham Notice of Tax Possession Auction (attached hereto as **Exhibit K**) and described in the Instrument of Taking.

2. DESCRIPTION OF THE PROPERTY

211 Hobart Street

Land in said Hingham on Hobart St. shown as Lot 9 on Assessors' Map. 97 and being Lot 47 on a plan recorded in Ply. Deeds, Pl. B. 14, P. 721, described in Ply. Deeds, B. 4458, P. 479.

213 Hobart Street (f/k/a 208 Hobart Street)

Land in said Hingham at 213 Hobart Street (f/k/a 208 Hobart St.), shown as Lot 8 on Assessors' Map 97 and being Lot 48 on a plan recorded in Ply. Deeds, Pl. B. 14, P. 721, described in Ply. Deeds, B. 4308, P. 180.

204 Old Hobart Street

Land in said Hingham at 204 Hobart St., shown as Lot 4 on Assessors' Map 97 and being Lot 45 on a plan recorded in Plymouth Deeds, Plan Book 14, Page 721, described in Plymouth Deeds, Book 4458, P. 479.

206 Old Hobart Street

Land in said Hingham at 206 Hobart St., shown as Lot 7 on Assessors' Map 97 and being Lot 46 on a plan recorded in Plymouth Deeds, Plan Book 14, Page 721, described in Plymouth Deeds, Book 4312, P. 309.

See Plan recorded in Plymouth Registry of Deeds, Plan Book 14, Page 721, a copy of which is attached hereto as **Exhibit L**.

3. TRANSFER OF THE PROPERTY

The premises shall be conveyed by the Custodian's Release Deed pursuant to MGL c.60, § 77B, subject to all matters of record, to the Notice of Sale attached hereto as Exhibit K to this Memorandum of Sale to be signed at the sale, to the Buyer's Affidavit Under Mass. Gen. L. c. 60 § 77B, as required by M.G.L. c.60 § 77B which provides that the buyer has not been convicted of the crime of arson and is not a tax delinquent (attached hereto as **Exhibit M**), to the Statement of Beneficial Interest, as required by M.G.L. c. 7C, § 38 (attached hereto as **Exhibit N**) and, in addition, subject to (i) easements, restrictions, agreements and other encumbrances of record, if any, to the extent in force and applicable; (ii) zoning, environmental, septic and building laws; (iii) state excise stamp taxes; (iv) any and all municipal betterments, assessments or liens; (v) any existing environmental contamination; (vi) tenancies and occupancies, notice of which may not be recorded and (vii) any rights available to interested parties under the laws of the Commonwealth.

Buyer acknowledges that the Properties are being offered for sale for the purpose of developing no more than one (1) dwelling unit per Parcel, with no more than three (3) bedrooms in each dwelling unit for use as Affordable Housing for qualified first-time homebuyers with incomes at or below 80% of area median income. The developed units must be sold in accordance with regulations and guidelines of the Local Initiative Program under M.G.L. c. 40B and regulations promulgated thereunder and must qualify for inclusion on the Subsidized Housing Inventory as defined in 760 CMR 56.02. In that regard, the Release Deed will include an Affordable Housing Deed Rider and the Buyer and Property will be subject to, as applicable: the Use and Development Guidelines (see **Exhibit O**); the Buyer's entry into the Land Disposition and Development Agreement (see sample attached as **Exhibit P**); and the Notice of Land Disposition and Development Agreement (see sample form attached as **Exhibit Q**).

Buyer acknowledges that it, as purchaser, shall be required to agree to the imposition of a Conservation Restriction relative to any undeveloped portion of the Property (see sample attached at Exhibit R).

4. PRICE AND DEPOSIT

The bid price for which the Property has been sold to the Buyer is _____ Dollars (\$ _____) of which Five-Thousand Dollars (\$5,000.00) has been paid this day in accordance with the terms of the Town of Hingham Notice of Tax Possession Auction attached as Exhibit G, with the balance, as well as a separate certified or bank check in the amount of \$10,000.00 or such other sum as is required to cover the legal fees for this matter. The Town of Hingham shall be entitled to any interest earned on the deposit and the amount to be paid by the Buyer shall not be adjusted to reflect any interest earned on the deposit. Buyer will also be responsible for payment of all pro-rata taxes allocable to the days ensuing in the current fiscal year after the date of the closing, as well as an additional amount equal to the entire pro forma tax allocable as a payment in lieu of taxes for the next succeeding fiscal year, each per M.G.L. c.44, § 63A, plus any and all recording charges and registry stamps.

5. CLOSING

The release deed and associated papers shall be delivered and the balance of the consideration paid at the office of the Town Treasurer, 210 Central St, Hingham, MA 02043, at 10:30 o'clock AM on the 27th day of July, 2026, or such other time and place as may be determined by the Hingham Tax Title Custodian, provided that such day is one on which the Plymouth County Registry of Deeds is open for business, and if not, then on the next day on which such registry is open for business. The Custodian reserves the right to extend the closing date by thirty days under terms and circumstances in her sole discretion.

6. TITLE

Title to the Property is to be conveyed by Release Deed. In the event the Custodian cannot convey title to the Property as stipulated herein, the deposit, and if applicable, the balance of the purchase price, shall be refunded and all rights hereunder shall cease, and the Buyer shall have no recourse against the Custodian, or its employees, agents and representatives, whether at law or in equity; provided, however, that Buyer shall have the election to accept such title as the Custodian can deliver to the Property in its then condition and to pay therefore the purchase price without deduction, in which event the Seller shall convey such title.

7. RISK OF LOSS

Risk of loss shall be as of this day on the Buyer. The obligation of the Buyer to pay the full bid price as defined in paragraph 4 is not dependent upon the Custodian's maintenance of insurance and is not dependent upon the state or condition of the property.

8. ACCEPTANCE OF DEED

The acceptance of a deed to the Property by the Buyer or Buyer's nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed or arising out of said public auction on the part of the Custodian to be performed or observed.

9. CONDITION OF THE PREMISES

The undersigned Buyer acknowledges that no representations or warranties of any kind whatsoever, other than as may have been set forth in the Notice of Tax Possession Auction, have been made by or on behalf of the Town of Hingham concerning zoning, abutters, environmental matters, septic systems, state of title, common expenses, utilities, operating expenses, current rental income, physical or structural condition of the premises, any leases, tenancies or occupancy arrangements with respect to the premises, the existence on the premises of any hazardous waste, asbestos, lead-based paint, plaster or other lead-based accessible material, or any other materials which may be subject to governmental regulation or restriction, or any other matters whatsoever. Title to any personal property located on the premises will not be conveyed. Without limiting the generality of the foregoing, the undersigned purchaser acknowledges and agrees that the undersigned Buyer has waived the opportunity to have an environmental or lead inspection conducted prior to the public auction foreclosure sale of the premises. It is understood that the Buyer shall maintain the premises in conformance with all applicable environmental laws and regulations, including, but not limited to Mass. Gen. L. c. 21E, Mass. Gen. L. c. 111, and 42 U.S.C. § 103, *et seq.*, and that the Seller shall have no liability in connection with environmental issues as further provided in **Exhibit S**, to be executed by the Buyer.

The Buyer acknowledges that no representations or warranties of any kind whatsoever, other than as may have been set forth in the Notice of Tax Possession Auction, have been made by or on behalf of the Town of Hingham concerning the presence or absence of a septic system on the premises, and that no inspection has been conducted by the Town of Hingham for the same. Pursuant to 310 CMR 15.301, if the premises are serviced by a septic system, the Buyer shall be required, at his/her/their/its own expense, to inspect the septic system no later than six months from the date of sale, and shall otherwise comply with the requirements of 310 CMR 15.300 through 15.305. It is understood and acknowledged that the Town of Hingham shall have no liability whatsoever in connection therewith. The provisions of this Paragraph 9 shall survive delivery of the deed and the closing.

10. BUYER'S DEFAULT; DAMAGES

If the Buyer shall fail to fulfill the Buyer's agreements herein, or in the event that any statements or acknowledgements made under oath by the Buyer prove to be untrue, all deposits made hereunder by the Buyer shall be retained by the Town of Hingham and the Buyer shall reimburse the Town of Hingham for all costs and expenses incurred by the Tax Title Custodian due to the Buyer's default, including the costs and expenses of subsequent auctions of the Property or any portion thereof and attorneys' and auctioneers' fees in connection therewith. The Tax Title Custodian shall also be free, in her sole subjective discretion, to sell the Property to the underbidder(s) at the public auction in accordance with the terms announced at the public

auction. The Buyer shall be responsible for payment to the Town of the difference between the final underbidder sale price and the Buyer's original bid amount.

Should the Town of Hingham discover that Buyer failed to fulfill Buyer's agreements or that statements or acknowledgements made under oath by the Buyer were untrue after the conveyance of the property, Buyer acknowledges that he/she/it will, on demand, re-convey the Property to the Town of Hingham at no cost or consideration. The provisions of this Paragraph 10 shall survive delivery of the deed and the closing. Should litigation be required to enforce the terms of this provision the Buyer will be obligated to compensate the Town of Hingham for its attorneys' fees and court costs in conjunction therewith.

11. WAIVER

The Tax Title Custodian may, in her sole discretion, waive any terms, provisions, or Buyer requirements set forth in this Memorandum. The waiver of one or more provisions or requirements hereunder shall not alter or invalidate the remaining terms of the Memorandum or the remaining obligations of the parties hereto.

12. DEED STAMPS AND RECORDING FEES

Buyer shall pay all taxes and stamps required to be affixed to the Release Deed or paid in accordance with the laws of the Commonwealth of Massachusetts, if any. The Buyer shall pay all recording fees in connection with the transfer of the Property.

13. CONSTRUCTION OF AGREEMENT

This instrument, executed in duplicate, is to be construed as a Massachusetts contract, governed by and enforced in accordance with the laws of the Commonwealth of Massachusetts, is to take effect as a sealed instrument, sets forth the entire contract between the parties hereto and supersedes any prior discussions, negotiations or proposals, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the Tax Title Custodian and the Buyer. If two or more persons are named herein as Buyer, their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this memorandum or to be used in determining the intent of the parties to it. In the event of an inconsistency between the Town of Hingham Notice of Notice of Tax Possession Auction and this Memorandum, the terms of the Memorandum shall control.

[THIS SPACE INTENTIONALLY BLANK – SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Memorandum as a sealed instrument as of the date first written above.

Lori-Ann Magner, Tax Title Custodian
Town of Hingham
(and not individually)

BUYER

Lori-Ann Magner

Buyer: _____
(Print name)

Position: _____

Address: _____

Tel: _____

E-mail: _____

SAMPLE

EXHIBIT A

BOOK 5471 PAGE 164

[THIS INSTRUMENT NOT VALID UNLESS RECORDED WITHIN 60 DAYS OF THE * DATE OF TAKING]
STATETAX—FORM 301

INSTRUMENT OF TAKING

THE COMMONWEALTH OF MASSACHUSETTS

Town of Hingham
NAME OF CITY OR TOWN

OFFICE OF THE COLLECTOR OF TAXES

I, Cynthia D. Moore, Collector of Taxes for
the ~~City~~ Town of Hingham, pursuant and subject to the provisions
of General Laws, Chapter 60, Sections 53 and 54, hereby take for said ~~city~~ town the following
described land:

DESCRIPTION OF LAND

(The description must be sufficiently accurate to identify the premises and must agree with the notice of taking. In the case of
registered land, the Certificate of Title Number and the Registry Volume and Page must be given.)

Land in said Hingham at 208 Hobart St., shown as Lot 8
on Assessors' Map 97 and being Lot 48 on a plan recorded in
Ply. Deeds, Pl. B. 14, P. 721, described in Ply. Deeds, B. 4308,
P. 180.

Said land is taken for non-payment of taxes as defined in Section 43 of said Chapter 60
assessed thereon to William F. Bertarelli

for the year 1981, which were not paid within fourteen days after demand therefor made upon
William F. Bertarelli on July 14, 1981, and now
remain unpaid together with interest and incidental expenses and costs to the date of taking in the
amounts hereinafter specified, after notice of intention to take said land given as required by law.

19 <u>81</u> TAXES REMAINING UNPAID (bal).	\$ <u>20.75</u>
INTEREST TO THE DATE OF TAKING	<u>7.25</u>
INCIDENTAL EXPENSES AND COSTS TO THE DAY OF TAKING	<u>10.49</u>
SUM FOR WHICH LAND IS TAKEN	\$ <u>38.49</u>

WITNESS my hand and seal this 30th day of September, 1983.

* DATE OF TAKING.

Cynthia D. Moore, Collector of Taxes for the ~~City~~ Town of Hingham
Cynthia D. Moore

THE COMMONWEALTH OF MASSACHUSETTS

Plymouth, SS.

September 30, 1983.

Then personally appeared the above named Cynthia D. Moore
and acknowledged the foregoing instrument to be ^{her} free act and deed as Collector of Taxes,

before me James E. Coppola
My commission expires September 6, 1985 James E. Coppola - Notary Public - JAMES E. COPPOLA

REC'D OCT 3 1983 AT 12:39 PM AND RECORDED

SAMPLE

EXHIBIT B

BOOK 5471 PAGE 168

[THIS INSTRUMENT NOT VALID UNLESS RECORDED WITHIN 60 DAYS OF THE • DATE OF TAKING]
STATE TAX—FORM 301

INSTRUMENT OF TAKING

THE COMMONWEALTH OF MASSACHUSETTS

Town of Hingham
NAME OF CITY OR TOWN

OFFICE OF THE COLLECTOR OF TAXES

I, Cynthia D. Moore, Collector of Taxes for
the ~~City~~ Town of Hingham, pursuant and subject to the provisions
of General Laws, Chapter 60, Sections 53 and 54, hereby take for said ~~city~~ town the following
described land:

DESCRIPTION OF LAND

[The description must be sufficiently accurate to identify the premises and must agree with the notice of taking. In the case of
registered land, the Certificate of Title Number and the Registry Volume and Page must be given.]

Land in said Hingham on Hobart St., shown as Lot 9 on
Assessors' Map 97 and being Lot 47 on a plan recorded in Ply.
Deeds, Pl. B. 14, P. 721, described in Ply. Deeds, B. 4458,
P. 479.

Said land is taken for non-payment of taxes as defined in Section 43 of said Chapter 60
assessed thereon to Mary L. Callahan
for the year 19⁸¹, which were not paid within fourteen days after demand therefor made upon
Mary L. Callahan on July 14, 19⁸¹ and now
remain unpaid together with interest and incidental expenses and costs to the date of taking in the
amounts hereinafter specified, after notice of intention to take said land given as required by law.

19⁸¹ TAXES REMAINING UNPAID (bal) \$ 20.75
INTEREST TO THE DATE OF TAKING 7.25
INCIDENTAL EXPENSES AND COSTS TO THE DAY OF TAKING 10.49
SUM FOR WHICH LAND IS TAKEN \$ 38.49

WITNESS my hand and seal this 30th day of September, 19⁸³
DATE OF TAKING.

Cynthia D. Moore
Cynthia D. Moore

Collector of Taxes for the ~~City~~ Town of Hingham

THE COMMONWEALTH OF MASSACHUSETTS

Plymouth, ss.

September 30, 1983.

Then personally appeared the above named Cynthia D. Moore
and acknowledged the foregoing instrument to be ~~her~~ free act and deed as Collector of Taxes,
before me, James E. Coppola
My commission expires September 6, 19⁸⁵ James E. Coppola - Notary Public

REC'D OCT 3 1983 AT 12-39 PM AND RECORDED

SAMPLE

EXHIBIT C

THE COMMONWEALTH OF MASSACHUSETTS

Town of Hingham
NAME OF CITY OR TOWN

OFFICE OF THE COLLECTOR OF TAXES

I, Cynthia D. Moore, Collector of Taxes for
the ~~City~~ Town of Hingham, pursuant and subject to the provisions
of General Laws, Chapter 60, Sections 53 and 54, hereby take for said ~~city~~ town the following
described land:

DESCRIPTION OF LAND

[The description must be sufficiently accurate to identify the premises and must agree with the notice of taking. In the case of
registered land, the Certificate of Title Number and the Registry Volume and Page must be given.]

Land in said Hingham at 204 Hobart St. shown as Lot 4
on Assessors' Map 97 and being Lot 45 on a plan recorded in Ply.
Deeds, Pl. B. 14, P. 721, described in Ply. Deeds, B. 4458, P. 479.

Said land is taken for non-payment of taxes as defined in Section 43 of said Chapter 60
assessed thereon to Mary L. Callahan
for the year 1981, which were not paid within fourteen days after demand therefor made upon
Mary L. Callahan on July 14, 1981, and now
remain unpaid together with interest and incidental expenses and costs to the date of taking in the
amounts hereinafter specified, after notice of intention to take said land given as required by law.

1981 TAXES REMAINING UNPAID (bal)	\$ 20.75
INTEREST TO THE DATE OF TAKING	7.25
INCIDENTAL EXPENSES AND COSTS TO THE DATE OF TAKING	10.49
SUM FOR WHICH LAND IS TAKEN	\$ 38.49

WITNESS my hand and seal this 30th day of September, 1983.

Cynthia D. Moore
Cynthia D. Moore

Collector of Taxes for the City of Hingham
Town

THE COMMONWEALTH OF MASSACHUSETTS

Plymouth

SS.

September 30, 1983

Then personally appeared the above named Cynthia D. Moore
and acknowledged the foregoing instrument to be her free act and deed as Collector of Taxes,
before me, James E. Coppola
My commission expires September 6, 1985

REC'D OCT 3 1983 AT 12:39 PM AND RECORDED

BOOK 5471 PAGE 167

SAMPLE

EXHIBIT D

THE COMMONWEALTH OF MASSACHUSETTS

Town of Hingham

NAME OF CITY OR TOWN

OFFICE OF THE COLLECTOR OF TAXES

I, Cynthia D. Moore, Collector of Taxes for
the ~~City~~ Town of Hingham, pursuant and subject to the provisions
of General Laws, Chapter 60, Sections 53 and 54, hereby take for said ~~city~~ town the following
described land:

DESCRIPTION OF LAND

[The description must be sufficiently accurate to identify the premises and must agree with the notice of taking. In the case of
registered land, the Certificate of Title Number and the Registry Volume and Page must be given.]

Land in said Hingham at 206 Hobart St., shown as Lot 7
on Assessors' Map 97 and being Lot 46 on a plan recorded in
Ply. Deeds, Pl. B. 14, P. 721, described in Ply. Deeds,
B. 4312, P. 309.

Said land is taken for non-payment of taxes as defined in Section 43 of said Chapter 60
assessed thereon to Paul H. Bertarelli

for the year 1981, which were not paid within fourteen days after demand therefor made upon
Paul H. Bertarelli on July 14, 1981 and now
remain unpaid together with interest and incidental expenses and costs to the date of taking in the
amounts hereinafter specified, after notice of intention to take said land given as required by law.

19 <u>81</u> TAXES REMAINING UNPAID	(bal)	\$ 20.75
INTEREST TO THE DATE OF TAKING		7.25
INCIDENTAL EXPENSES AND COSTS TO THE DAY OF TAKING		10.49
SUM FOR WHICH LAND IS TAKEN		\$ 38.49

WITNESS my hand and seal this 30th day of September, 1983

DATE OF TAKING

Cynthia D. Moore, Collector of Taxes for the ~~City~~ Town of Hingham
Cynthia D. Moore

THE COMMONWEALTH OF MASSACHUSETTS

Plymouth, ss. September 30, 1983

Then personally appeared the above named Cynthia D. Moore
her

and acknowledged the foregoing instrument to be his free act and deed as Collector of Taxes.

My commission expires September 6 1985 before me James E. Coppola
James E. Coppola - Notary Public

RECD OCT 3 1983 AT 12:39 PM AND RECORDED

BOOK 5471 PAGE 161

SAMPLE

EXHIBIT E

[SEAL]

COMMONWEALTH OF MASSACHUSETTS
LAND COURT
DEPARTMENT OF THE TRIAL COURT

Case No.: 99 TL 120287

JUDGMENT IN TAX LIEN CASE

Town of Hingham

vs.

Conveyancing Concepts Incorporated



2015 00052211

Bk: 45763 Pg: 140 Page: 1 of 1

Recorded: 07/06/2015 02:20 PM

ATTEST: John R. Buckley, Jr. Register
Plymouth County Registry of Deeds

This case came on to be heard and was argued by counsel, and thereupon, upon consideration thereof, it is

ADJUDGED and ORDERED that all rights of redemption are forever foreclosed and barred under the following deed(s) given by and/or the tax taking(s) made by the Collector of Taxes for the Town of Hingham in Plymouth County and said Commonwealth:

<u>Land Type</u>	<u>Tax Taking Date</u>	<u>Book No.</u>	<u>Page No.</u>	<u>Document No.</u>	<u>Certificate of Title No.</u>
Recorded	09/30/1983	5471	162		
Recorded	09/30/1983	5471	163		
Recorded	09/30/1983	5471	165		
Recorded	09/30/1983	5471	170		

By the Court: Deborah J. Patterson

Attest:

A TRUE COPY
ATTEST:

Deborah J. Patterson
RECORDER

Deborah J. Patterson
Recorder

Entered: June 8, 2015

MAIL /

TARLOW BREED HART & RODGERS P.C.

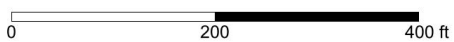
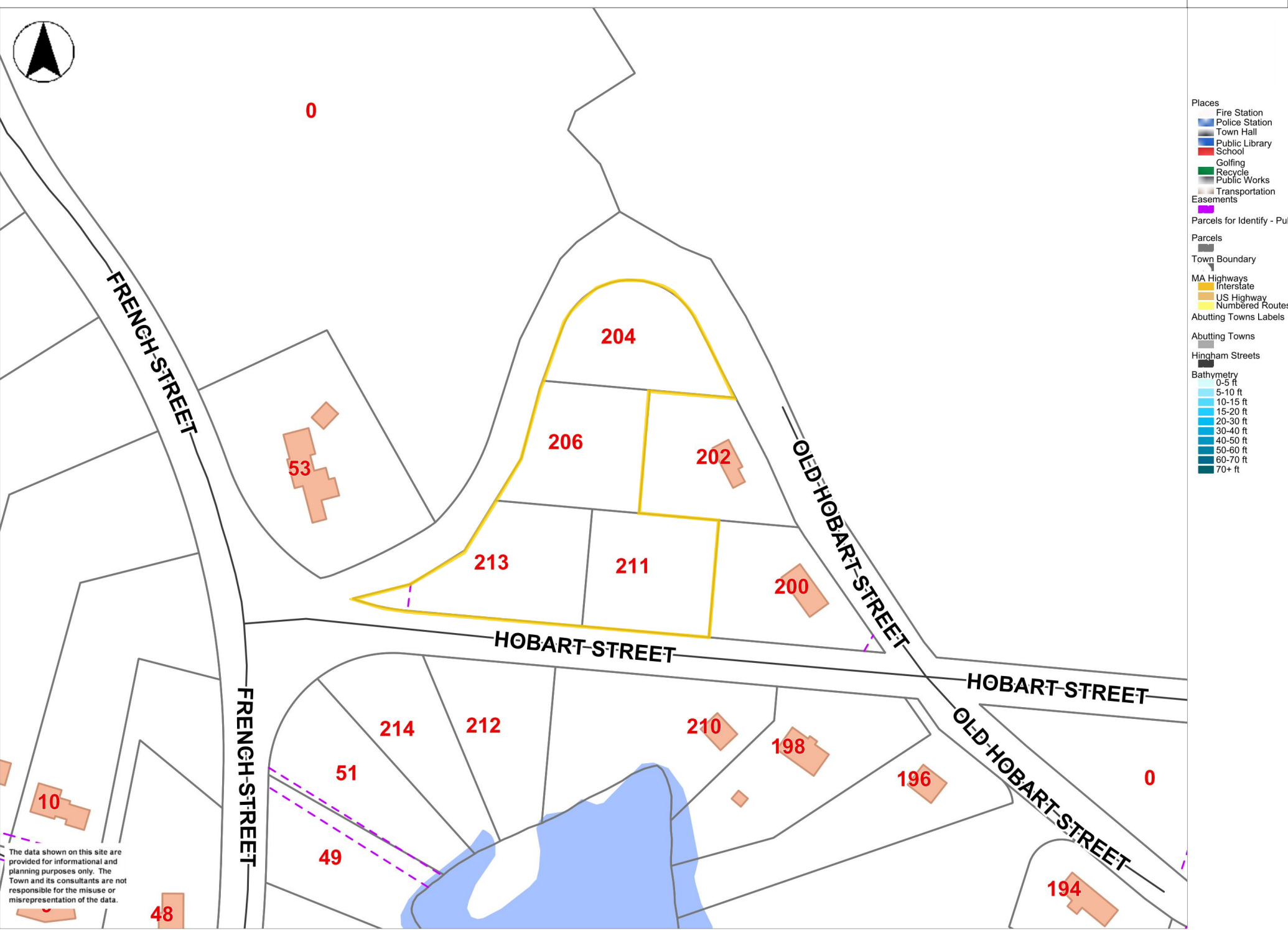
Prudential Center

101 Huntington Ave

Boston MA 02199

SAMPLE

EXHIBIT F



SAMPLE

EXHIBIT G

CURRENT OWNER				TOPO		UTILITIES		STRT / ROAD		LOCATION		CURRENT ASSESSMENT								910 Hingham, MA VISION									
TOWN OF HINGHAM 210 CENTRAL STREET HINGHAM MA 02043				4	Rolling	0	No Water	0	Two-Way	1	None	EXM LAND		930V		33,200		33,200											
						0	No Sewer	0	Paved	1	None																		
								0	Medium	1	None																		
SUPPLEMENTAL DATA																													
Alt Prcl ID				097.0-0000-0009.0				Neighbhd				6																	
Subdivisio								Lnd Infl																					
Tax Class				Taxable				Use Code				1310																	
Tot Fin Are				0				Reinsp																					
Total Acres				.469				Res Exem																					
Chapter La																													
GIS ID				F_816364_2906770				Assoc Pid#																					
Total														33,200		33,200													
RECORD OF OWNERSHIP				BK-VOL/PAGE		SALE DATE		Q/U		V/I		SALE PRICE		VC		PREVIOUS ASSESSMENTS (HISTORY)													
TOWN OF HINGHAM CONVEYANCING CONCEPTS INCORPORAT				45592	0268	04-24-2015	U	V	0		1L																		
				5544	0042	01-03-1984	U	I	3,000		1B																		
Year				Code		Assessed		Year		Code		Assessed V		Year		Code		Assessed											
2026				930V		33,200		2025		930V		33,700		2024		930V		33,700											
Total				33,200		Total		33,700		Total		33,700																	
EXEMPTIONS						OTHER ASSESSMENTS						This signature acknowledges a visit by a Data Collector or Assessor																	
Year		Code		Description		Amount		Code		Description												Number		Amount		Comm Int			
Total						0.00																							
ASSESSING NEIGHBORHOOD																													
Nbhd			Nbhd Name			B			Tracing			Batch																	
0001			RES																										
NOTES																													
																		Total Appraised Parcel Value						33,200					
																		Valuation Method						C					
BUILDING PERMIT RECORD																		VISIT / CHANGE HISTORY											
Permit Id		Issue Date		Type		Description		Amount		Insp Date		% Comp		Date Comp		Comments		Date		Id		Type		Is		Cd		Purpost/Result	
																		07-13-2022 04-24-2017 09-07-2011		KCC DM DM		2				06 20 20		Inspection Only Field Review Field Review	
LAND LINE VALUATION SECTION																													
B	Use Code	Description		Zone	Land Type	Land Units	Unit Price	Size Adj	Site Index	Cond.	Nbhd.	Nbhd. Adj	Notes		Location Adjustment		Adj Unit P	Land Value											
1	930V	Tax Taking		RB	Undevelop	20,413 SF	27.11	1.00000	5	0.10	080	0.600	UNB				1.0000	1.63	33,200										
Total Card Land Units						20,413 SF	Parcel Total Land Area 0						Total Land Value						33,200										

[illegible]

SAMPLE

EXHIBIT H

CURRENT OWNER			TOPO		UTILITIES		STRT / ROAD		LOCATION		CURRENT ASSESSMENT								910 Hingham, MA VISION			
TOWN OF HINGHAM 210 CENTRAL STREET HINGHAMMA02043			4	Rolling	0	No Water	0	Two-Way	1	None	Description EXM LAND	Code 930V	Assessed 33,800	Assessed 33,800								
					0	No Sewer	0	Paved	1	None												
							0	Medium	1	None												
SUPPLEMENTAL DATA																						
Alt Prcl ID097.0-0000-0008.0					Neighbhd6					Total33,80033,800												
Subdivisio					Lnd Infl																	
Tax ClassTaxable					Use Code1320																	
Tot Fin Are0					Reinsp																	
Total Acres.533					Res Exem																	
Chapter La					Assoc Pid#																	
GIS IDF_816198_2906773																						
RECORD OF OWNERSHIP			BK-VOL/PAGE		SALE DATE		Q/U		V/I		SALE PRICE		VC		PREVIOUS ASSESSMENTS (HISTORY)							
TOWN OF HINGHAM CONVEYANCING CONCEPTS INCORPORAT			45592	0268	04-24-2015	U	V			0	1L	Year	Code	Assessed	Year	Code	Assessed V	Year	Code	Assessed		
			5544	0042	01-03-1984	U	I	3,000	1B													
			2026930V33,8002025930V34,3002024930V34,300																			
Total33,800Total34,300Total34,300																						
EXEMPTIONS				OTHER ASSESSMENTS								This signature acknowledges a visit by a Data Collector or Assessor										
Year	Code	Description		Amount		Code	Description		Number	Amount										Comm Int		
Total				0.00																		
ASSESSING NEIGHBORHOOD												APPRAISED VALUE SUMMARY Appraised Bldg. Value (Card)0 Appraised Xf (B) Value (Bldg)0 Appraised Ob (B) Value (Bldg)0 Appraised Land Value (Bldg)33,800 Special Land Value0 Total Appraised Parcel Value33,800 Valuation MethodC Total Appraised Parcel Value33,800										
Nbhd		Nbhd Name		B		Tracing		Batch														
0001		RES																				
NOTES																						
BUILDING PERMIT RECORD												VISIT / CHANGE HISTORY										
Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments				Date	Id	Type	Is	Cd	Purpost/Result					
												07-13-2022	KCC	2		06	Inspection Only					
												04-24-2017	DM			20	Field Review					
												09-07-2011	DM			20	Field Review					
LAND LINE VALUATION SECTION																						
B	Use Code	Description	Zone	Land Type	Land Units	Unit Price	Size Adj	Site Index	Cond.	Nbhd.	Nbhd. Adj	Notes		Location Adjustment		Adj Unit P	Land Value					
1	930V	Tax Taking	RB	Undevelop	23,205 SF	24.27	1.00000	5	0.10	080	0.600				1.0000	1.46	33,800					
Total Card Land Units					23,205 SF	Parcel Total Land Area					1	Total Land Value33,800										

CONSTRUCTION DETAIL						CONSTRUCTION DETAIL (CONTINUED)					
Element	Cd	Description				Element	Cd	Description			
Style:	99	Vacant Land				Int Cond					
Model	00	Vacant				Ext Cond					
Grade:											
Stories:											
Occupancy:											
Exterior Wall 1:											
Exterior Wall 2:											
Roof Structure:											
Roof Cover:											
Interior Wall 1:											
Interior Wall 2:											
Interior Flr 1:											
Interior Flr 2:											
Heat Fuel:											
Heat Type:											
AC Type:											
Total Bedrooms											
Total Bthrms:											
Total Half Baths											
Total Xtra Fixtrs											
Total Rooms:											
Bath Style:											
Kitchen Style:											
Extra Kitchens:											
Fireplaces:											
Extra Openings:											
Gas Fireplaces:											
Sq Ft Fin Bsmt:											
FBM Quality:											
Foundation:											
Bsmt Garage:											
Jac/Whlpl:											
Unfin Area											
CONDO DATA											
Parcel Id				C		Owne					
				B		S					
Adjust Type		Code		Description		Factor%					
Condo Flr											
Condo Unit											
COST / MARKET VALUATION											
Building Value New											
Year Built											
Effective Year Built											
Depreciation Code											
Remodel Rating											
Year Remodeled											
Depreciation %											
Functional Obsol											
Economic Obsol											
Trend Factor											
Condition											
Condition %											
Percent Good											
RCNLD											
Dep % Ovr											
Dep Ovr Comment											
Misc Imp Ovr											
Misc Imp Ovr Comment											
Cost to Cure Ovr											
Cost to Cure Ovr Comment											
OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)											
Code	Description	L/B	Units	Unit Price	Yr Blt	Cond. Cd	% Gd	Grade	Grade Adj.	Appr. Value	
BUILDING SUB-AREA SUMMARY SECTION											
Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprec Value					
Ttl Gross Liv / Lease Area											

SAMPLE

EXHIBIT I

[illegible]

CONSTRUCTION DETAIL						CONSTRUCTION DETAIL (CONTINUED)					
Element	Cd	Description				Element	Cd	Description			
Style:	99	Vacant Land				Int Cond					
Model	00	Vacant				Ext Cond					
Grade:											
Stories:											
Occupancy:											
Exterior Wall 1:											
Exterior Wall 2:											
Roof Structure:											
Roof Cover:											
Interior Wall 1:											
Interior Wall 2:											
Interior Flr 1:											
Interior Flr 2:											
Heat Fuel:											
Heat Type:											
AC Type:											
Total Bedrooms											
Total Bthrms:											
Total Half Baths											
Total Xtra Fixtrs											
Total Rooms:											
Bath Style:											
Kitchen Style:											
Extra Kitchens:											
Fireplaces:											
Extra Openings:											
Gas Fireplaces:											
Sq Ft Fin Bsmt:											
FBM Quality:											
Foundation:											
Bsmt Garage:											
Jac/Whlpl:											
Unfin Area											
CONDO DATA											
Parcel Id						C		Owne			
								B		S	
Adjust Type						Code		Description		Factor%	
Condo Flr											
Condo Unit											
COST / MARKET VALUATION											
Building Value New											
Year Built											
Effective Year Built											
Depreciation Code											
Remodel Rating											
Year Remodeled											
Depreciation %											
Functional Obsol											
Economic Obsol											
Trend Factor											
Condition											
Condition %											
Percent Good											
RCNLD											
Dep % Ovr											
Dep Ovr Comment											
Misc Imp Ovr											
Misc Imp Ovr Comment											
Cost to Cure Ovr											
Cost to Cure Ovr Comment											
OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)											
Code	Description	L/B	Units	Unit Price	Yr Blt	Cond. Cd	% Gd	Grade	Grade Adj.	Appr. Value	
BUILDING SUB-AREA SUMMARY SECTION											
Code	Description	Living Area		Floor Area	Eff Area	Unit Cost	Undeprec Value				
Ttl Gross Liv / Lease Area											
0											

SAMPLE

EXHIBIT J

CURRENT OWNER			TOPO		UTILITIES		STRT / ROAD		LOCATION		CURRENT ASSESSMENT								910 Hingham, MA VISION																
TOWN OF HINGHAM 210 CENTRAL STREET HINGHAMMA02043			4	Rolling	0	No Water	0	Two-Way	1	None	Description EXM LAND	Code 930V	Assessed 16,600	Assessed 16,600																					
					0	No Sewer	0	Paved	1	None																									
							0	Medium	1	None																									
SUPPLEMENTAL DATA																																			
Alt Prcl ID097.0-0000-0007.0 Subdivisio Tax ClassTaxable Tot Fin Are0 Total Acres.471 Chapter La GIS IDF_816284_2906914 Neighbhd6 Lnd Infl Use Code1320 Reinsp Res Exem Assoc Pid#																																			
Total												16,600		16,600																					
RECORD OF OWNERSHIP			BK-VOL/PAGE		SALE DATE		Q/U		V/I		SALE PRICE		VC		PREVIOUS ASSESSMENTS (HISTORY)																				
TOWN OF HINGHAM CONVEYANCING CONCEPTS INCORPORAT			45592	0268	04-24-2015		U	V			0	1L	Year	Code	Assessed	Year	Code	Assessed V	Year	Code	Assessed														
			5544	0042	01-03-1984		U	I			3,000	1B																							
Total												16,600		Total		16,900		Total		16,900															
EXEMPTIONS					OTHER ASSESSMENTS					This signature acknowledges a visit by a Data Collector or Assessor																									
Year	Code	Description		Amount	Code	Description		Number	Amount																			Comm Int							
Total																												0.00							
ASSESSING NEIGHBORHOOD																																			
Nbhd		Nbhd Name			B			Tracing			Batch																								
0001		RES																																	
NOTES																																			
BUILDING PERMIT RECORD												VISIT / CHANGE HISTORY																							
Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments				Date	Id	Type	Is	Cd	Purpost/Result																		
												07-13-2022	KCC	2		06	Inspection Only																		
												04-24-2017	DM			20	Field Review																		
												09-07-2011	DM			20	Field Review																		
LAND LINE VALUATION SECTION																																			
B	Use Code	Description	Zone	Land Type	Land Units	Unit Price	Size Adj	Site Index	Cond.	Nbhd.	Nbhd. Adj	Notes		Location Adjustment		Adj Unit P	Land Value																		
1	930V	Tax Taking	RB	Undevelop	20,506 SF	27.01	1.00000	5	0.05	080	0.600	topo, wet 5%			1.0000	0.81	16,600																		
Total Card Land Units					20,506	SF	Parcel Total Land Area					0	Total Land Value					16,600																	

[illegible]

SAMPLE

EXHIBIT K

**LEGAL NOTICE
TOWN OF HINGHAM
Tax Possession Auction**

To Whom It May Concern:
You are hereby notified that:

Under the provisions of Massachusetts General Laws Chapter 60 § 77B, and by virtue of the power vested in me as Tax Title Custodian of the Town of Hingham, it is my intention to sell at public auction on or after **June 23, 2026 at 11:30 o'clock A.M.** at the **TOWN OF HINGHAM TOWN HALL, 210 CENTRAL ST, HINGHAM, MA 02043** the following described properties:

PARCEL DESCRIPTIONS:

211 Hobart Street (f/k/a 208 Hobart Street)

Land in said Hingham at 211 Hobart St., shown as Lot 8 on Assessors' Map 97 and being Lot 48 on a plan recorded in Plymouth Deeds, Plan Book 14, Page 721, described in Plymouth Deeds, Book 4308, P. 180.

Taking Recorded at Plymouth County Registry of Deeds, Book 5471, Page 164, on October 3, 1983. Judgment Recorded in Plymouth County Registry of Deeds, Book 45592, Page 268 on April 24, 2015.

213 Hobart Street

Land in said Hingham at 213 Hobart St., shown as Lot 9 on Assessors' Map 97 and being Lot 47 on a plan recorded in Plymouth Deeds, Plan Book 14, Page 721, described in Plymouth Deeds, Book 4458, P. 479.

Taking Recorded at Plymouth County Registry of Deeds, Book 5471, Page 161, on October 3, 1983. Judgment Recorded in Plymouth County Registry of Deeds, Book 45592, Page 268 on April 24, 2015.

204 Old Hobart Street

Land in said Hingham at 204 Hobart St., shown as Lot 4 on Assessors' Map 97 and being Lot 45 on a plan recorded in Plymouth Deeds, Plan Book 14, Page 721, described in Plymouth Deeds, Book 4458, P. 479.

Taking Recorded at Plymouth County Registry of Deeds, Book 5471, Page 167, on October 3, 1983. Judgment Recorded in Plymouth County Registry of Deeds, Book 45592, Page 268 on April 24, 2015.

206 Old Hobart Street

Land in said Hingham at 206 Hobart St., shown as Lot 7 on Assessors' Map 97 and being Lot 46 on a plan recorded in Plymouth Deeds, Plan Book 14, Page 721, described in Plymouth Deeds, Book 4312, P. 309.

Taking Recorded at Plymouth County Registry of Deeds, Book 5471, Page 161, on October 3, 1983. Judgment Recorded in Plymouth County Registry of Deeds, Book 45592, Page 268 on April 24, 2015.

The Properties are being offered for sale for the purpose of developing no more than one (1) dwelling unit, with no more than three (3) bedrooms and no less than two (2) full bathrooms in the dwelling unit for use as Affordable Housing for qualified first-time homebuyers with incomes at or below 80% of area median income. The developed unit must be sold in accordance with regulations and guidelines of the Local Initiative Program under M.G.L. c. 40B and regulations promulgated thereunder and must qualify for inclusion on the Subsidized Housing Inventory as defined in 760 CMR 56.02.

The Parcels will be sold together, as one unit. All Parcels will be sold, "as is" with no warranty or representation as to marketability of title, to the ability to build or develop, or for other productive use, either alone or in combination with other land. The Tax Title Custodian reserves the right to reject any and all bids at said auction and may adjourn said auction for such periods as she deems expedient.

Any unbuildable portions of the Parcels being offered for sale will be subject to the imposition of a Conservation Restriction thereon.

Pre-registration is required. All prospective bidders will be required to pre-register no less than ten (10) business days prior to the auction date in order to participate in the Tax Possession Auction. In order to pre-register, the prospective bidder must provide information sufficient to demonstrate to the Town, in its sole subjective satisfaction that it has the experience and resources to undertake the development obligations associated with the Properties. Prospective bidders must have a minimum of three (3) years of experience in developing and/or rehabilitating affordable homeownership units, and have developed at least three (3) LIP-eligible homeownership units in the Commonwealth of Massachusetts in the past five years and must present letters of reference from either the Chief Elected Official or the Director of Community Development/Planning of each municipality in which it has developed a unit. All such pre-registered bidders will receive a bid package containing: (1) the Auction Regulations; and (2) a sample Memorandum of Sale, pursuant to which the Properties will be conveyed to the successful bidder, containing sample: (a) Use and Development Guidelines; (b) Sample Affordable Housing Deed Rider; (c) Buyer's Affidavit (G.L. c. 60, § 77B); (d) Disclosure Statement (G.L. c. 7C, § 38); (e) Release Regarding Personal Property and Hazardous Materials. In addition, pre-registered bidders will receive copies of the following sample materials, as applicable: (i) Use and Development Guidelines; (ii) Sample Land Disposition and Development Agreement; (iii) Sample Notice of Land Disposition and Development Agreement; and/or (iv) Sample Conservation Restriction. Any Properties or portions thereof that are sold and are not suitable for development will be subject to the placement of conservation restrictions.

The successful bidder(s) at said auction will be required to submit an initial deposit in the amount of \$5,000.00. The Town may require additional deposits in an equal amount within twenty-four (24) hours of the close of the auction. Payment of the balances of the consideration will be due no later than 30 days after the date of said auction, or at such other time as determined by the Tax Title Custodian, as well as a special assessment of \$10,000.00 or such other sum as is required to cover the legal fees of the sale.

The successful bidder(s) will be responsible for payment of pro-rata taxes allocable to the days ensuing in the current fiscal year after the date of such deed, plus any pro-forma taxes as may be due for the subsequent fiscal year, per M.G.L. c.44, § 63A, plus any and all recording charges and registry stamps. All payments to the Town are to be made by bank cashier's check or certified check, unless otherwise announced. The successful bidder will be required to execute a Statement of Beneficial Interest as required by M.G.L. c. 7C, § 38, a Memorandum of Sale, and a Certificate of Compliance pursuant to M.G.L. c. 60 § 77B. Upon receipt of the full payment, the Tax Title Custodian shall execute, and deliver the deed necessary to transfer the title of the Town to such property sold. The Tax Title Custodian reserves the right to reject any and all bids at said auction if of the opinion that no bid is made which approximates the fair value of the property, may withdraw the parcel being offered for sale, and may adjourn said auction for such periods as the Custodian deems expedient.

Upon receipt of the balance of the consideration the Parcels shall be conveyed by Release Deed, subject to all matters of record, to this Notice of Sale, the Town of Hingham's Use and Development Guidelines, and to the Memorandum of Sale and all addendums and exhibits thereto. Upon completion of the sale and within 30 days after the receipt of the balance of the consideration, the Tax Title Custodian will provide to any former owner and other former interested parties a written notice containing an itemized accounting of the disposition of the proceeds arising from the sale, including the sale price, legal fees, auctioneer fees and advertising costs, other fees and any excess equity.

The Regulations for Auction Sale are available for inspection at the office of the Town Treasurer, 210 Central Street, Hingham, MA 02043, prior to the auction date. The Memorandum of Sale will be made available for inspection on the date and time of the public auction as indicated above. Other terms and conditions may be announced at the time of the auction. **CHECK-IN FOR PREREGISTERED BIDDERS BEGINS AT 11:00 O'CLOCK, A.M.** Questions regarding the auction and sale may be referred to John D. Finnegan, Esq., Hill Law, 6 Beacon St., Suite 600, Boston, MA 02108; Tel: 617-494-0800; email: jfinnegan@danhilllaw.com. Questions concerning the Affordable Housing requirements may be directed to Jennifer Oram, Town of Hingham Zoning Administrator, 210 Central Street, Hingham, MA 02043; Tel: 781-741-1494; email: oramj@hingham-ma.gov.

**LORI-ANN MAGNER
TAX TITLE CUSTODIAN
TOWN OF HINGHAM**

Date: May 26, 2026

SAMPLE

SAMPLE

EXHIBIT L

Approved upon the following conditions:

1. H&B's to be set on proposed roads at all points of curvature and tangency
2. Drainage pipes shall be extended to an invert 6" above high water level and terminate with winged weepholes and aprons extending below water level as shown on HEADWALL DETAIL (Sheet 5).
3. Grills acceptable to the Highway Superintendent are to be installed at the inlet of all pipes and at the outlet of all pipes 24" and over.
4. This plan complies with the order of conditions set forth in the Comm. of Mass. Dept. of Natural Resources, G.L., Chapter 131, Sect. 117C (Hatch Act) File No. D-137.
5. Subject to a Covenant under General Laws, Chapter 41, Section 81 U, to be recorded here-with.

June 6, 1967
Hingham Planning Board
Rosa M. Kuntz
Chairman

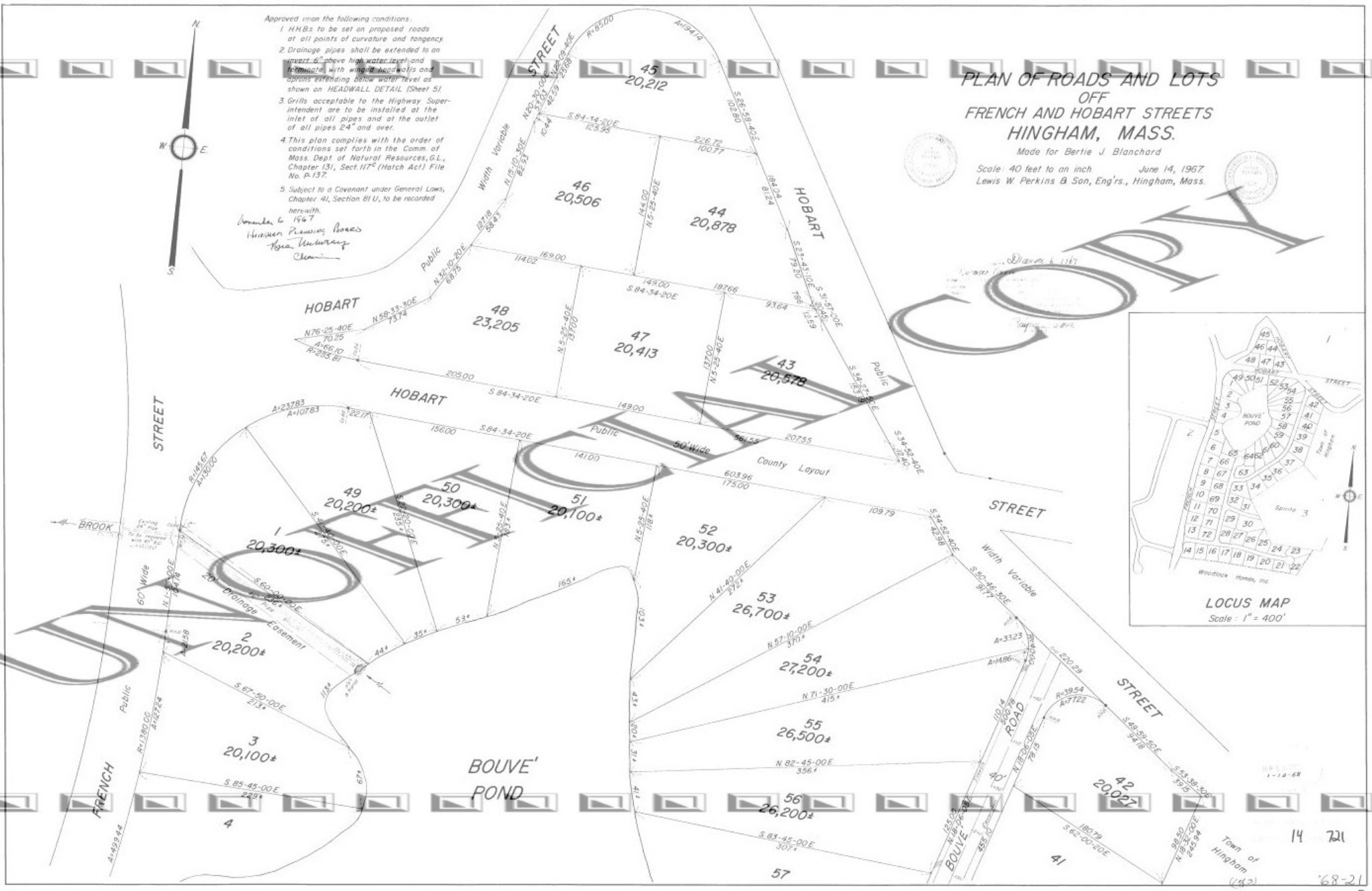
PLAN OF ROADS AND LOTS OFF FRENCH AND HOBART STREETS HINGHAM, MASS.

Made for Bertie J. Blanchard

Scale: 40 feet to an inch June 14, 1967
Lewis W. Perkins & Son, Engrs., Hingham, Mass.



COPY



SAMPLE

EXHIBIT M

RECORD AND RETURN TO:

John D. Finnegan, Esq.
HILL LAW
6 Beacon St., Suite 600
Boston, MA 02108

**204 – 206 OLD HOBART STREET, ASSESSORS' PARCEL NOS. 97-0-04 & 97-0-07
211-213 HOBART STREET, ASSESSORS' PARCEL NOS. 97-0-09 & 97-0-08
HINGHAM, MASSACHUSETTS
AFFIDAVIT UNDER MASS. GEN. L. C. 60 § 77B**

The undersigned, _____, being duly sworn does hereby depose and say as follows:

1. Neither I, nor any person who would gain equity in the property as described in Exhibit A, has ever been convicted of a crime involving the willful and malicious setting of a fire or of a crime involving the aiding, counseling or procuring of a willful and malicious setting of a fire;
2. Neither I, nor any person who would gain equity in the property as described in Exhibit A, has ever been convicted of a crime involving the fraudulent filing of a claim for fire insurance;
3. Neither I, nor any person who would gain equity in the property as described in Exhibit A as a result of a conveyance of said property to me, is delinquent in the payment of real estate taxes to the Town of Hingham, or have ever been the owners of any property upon which the Town of Hingham foreclosed for failure to pay Real Estate Taxes, Rents, Water and Sewer Charges, or any other Indebtedness.
4. Neither I, nor any person who would gain equity in the property as described in Exhibit A as a result of a conveyance of said property to me, have/are acting as an agent, representative or straw of any prior holder of an equity interest in the property, or as an agent or representative of any of the aforementioned.
5. Neither I, nor any person who would gain equity in the property as described in Exhibit A as a result of a conveyance of said property to me, holds elected or appointed office with, or is employed by the Town of Hingham.

Signed and sealed under the pains and penalties of perjury on this ____ day of _____, 2026.

Buyer: _____

(print)

(title)

COMMONWEALTH OF MASSACHUSETTS

Plymouth, ss. _____, 2026

Then personally appeared the above named _____ as _____ of _____, proved to me through satisfactory evidence of identification, which was

- ☐ personal knowledge of identity, or
- ☐ current government-issued document bearing his/her photograph and signature, or
- ☐ affirmation of a credible witness unaffected by the foregoing instrument, who is personally known to me and who personally knows _____.

to be the person who signed the preceding Affidavit in my presence and who swore or affirmed to me that the contents of the Affidavit are truthful and accurate to the best of his/her knowledge and belief and acknowledged to me that he/she signed the foregoing Affidavit voluntarily for its stated purposes as _____ of _____.

Notary Public –
My commission expires:

Exhibit A

204 Old Hobart Street

Land in said Hingham at 204 Hobart St., shown as Lot 4 on Assessors' Map 97 and being Lot 45 on a plan recorded in Plymouth Deeds, Plan Book 14, Page 721, described in Plymouth Deeds, Book 4458, P. 479.

206 Old Hobart Street

Land in said Hingham at 206 Hobart St., shown as Lot 7 on Assessors' Map 97 and being Lot 46 on a plan recorded in Plymouth Deeds, Plan Book 14, Page 721, described in Plymouth Deeds, Book 4312, P. 309.

211 Hobart Street

Land in said Hingham on Hobart St. shown as Lot 9 on Assessors' Map 97 and being Lot 47 on a plan recorded in Ply. Deeds, Pl. B. 14, P. 721, described in Ply. Deeds, B. 4458, P. 479.

213 Hobart Street (f/k/a 208 Hobart Street)

Land in said Hingham at 213 Hobart Street (f/k/a 208 Hobart St.), shown as Lot 8 on Assessors' Map 97 and being Lot 48 on a plan recorded in Ply. Deeds, Pl. B. 14, P. 721, described in Ply. Deeds, B. 4308, P. 180.

SAMPLE

EXHIBIT N

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

INSTRUCTION SHEET

NOTE: The Division of Capital Asset Management and Maintenance (DCAMM) shall have no responsibility for insuring that the Disclosure Statement has been properly completed as required by law. Acceptance by DCAMM of a Disclosure Statement for filing does not constitute DCAMM's approval of this Disclosure Statement or the information contained therein. Please carefully read M.G.L. c. 7C, s. 38 which is reprinted in Section 8 of this Disclosure Statement.

Section (1): Identify the real property, including its street address, and city or town. If there is no street address then identify the property in some other manner such as the nearest cross street and its tax assessors' parcel number.

Section (2): Identify the type of transaction to which this Disclosure Statement pertains --such as a sale, purchase, lease, etc.

Section (3): Insert the exact legal name of the Public Agency participating in this Transaction with the Disclosing Party. The Public Agency may be a Department of the Commonwealth of Massachusetts, or some other public entity. Please do not abbreviate.

Section (4): Insert the exact legal name of the Disclosing Party. Indicate whether the Disclosing Party is an individual, tenants in common, tenants by the entirety, corporation, general partnership, limited partnership, LLC, or other entity. If the Disclosing Party is the trustees of a trust then identify the trustees by name, indicate that they are trustees, and add the name of the trust.

Section (5): Indicate the role of the Disclosing Party in the transaction by checking one of the blanks. If the Disclosing Party's role in the transaction is not covered by one of the listed roles then describe the role in words.

Section (6): List the names and addresses of every legal entity and every natural person that has or will have a direct or indirect beneficial interest in the real property. The only exceptions are those stated in the first paragraph of the statute that is reprinted in Section 8 of this Disclosure Statement. If the Disclosing Party is another public entity such as a city or town, insert "inhabitants of the (name of public entity)." If the Disclosing Party is a non-profit with no individual persons having any beneficial interest then indicate the purpose or type of the non-profit entity. If additional space is needed, please attach a separate sheet and incorporate it by reference into Section 6.

Section (7): Check "NONE" in the box if none of the persons mentioned in Section 6 is employed by DCAMM or an official elected to public office in the Commonwealth of Massachusetts. Otherwise list any parties disclosed in Section 6 that are employees of DCAMM or an official elected to public office.

Section (8): The individual signing this statement on behalf of the Disclosing Party acknowledges that he/she has read the included provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts.

Section (9): Make sure that this Disclosure Statement is signed by all required parties. If the Disclosing Party is a corporation, please make sure that this Disclosure Statement is signed by a duly authorized officer of the corporation as required by the statute reprinted in Section 8 of this Disclosure Statement.

DCAMM's acceptance of a statement for filing does not signify any opinion by DCAMM that the statement complies with applicable law.

This completed and signed Disclosure Statement should be emailed to realestate.dcammm@mass.gov or otherwise delivered to:

Deputy Commissioner for Real Estate
Division of Capital Asset Management and Maintenance
One Ashburton Place, 15th Floor, Boston, MA 02108

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) REAL PROPERTY:

204 – 206 Old Hobart Street, and 211 – 213 Hobart Street, Hingham, Plymouth County, MA

(2) TYPE OF TRANSACTION, AGREEMENT, or DOCUMENT:

Tax Possession Auction

(3) PUBLIC AGENCY PARTICIPATING in TRANSACTION:

The Town of Hingham

(4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY:

(5) ROLE OF DISCLOSING PARTY (Check appropriate role):

____ Lessor/Landlord

____ Lessee/Tenant

____ Seller/Grantor

X Buyer/Grantee

____ Other (Please describe): _____

- (6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME

RESIDENCE

- (7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (Check "NONE" if NONE):

☐

NONE

NAME:

POSITION:

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

- (8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

- (9) This Disclosure Statement is hereby signed under penalties of perjury.

PRINT NAME OF DISCLOSING PARTY (from Section 4, above)

AUTHORIZED SIGNATURE of DISCLOSING PARTY

DATE (MM / DD / YYYY)

PRINT NAME & TITLE of AUTHORIZED SIGNER

SAMPLE

EXHIBIT O

204 – 206 OLD HOBART STREET, ASSESSORS' PARCEL NOS. 97-0-04 & 97-0-07
211 – 213 HOBART STREET, ASSESSORS' PARCEL NOS. 97-0-09 & 97-0-08
HINGHAM, MASSACHUSETTS
USE AND DEVELOPMENT GUIDELINES

DEFINITION OF TERMS

Where the following words or phrases appear in these guidelines, they shall have the meanings defined below:

Affordable Housing: Dwelling unit occupied by households with income at or below 80% of Area Median Income, with affordability secured by a use restriction or deed rider approved by the Local Initiative Program. In these Guidelines the term “affordable” shall have the same meaning as Affordable Housing defined above.

Buyer: The entity submitting a winning bid at the Tax Possession Auction. . In these Guidelines, “Buyer,” “Developer of Record” and “Designated Developer” have the same meaning.

Hobart Street Property: The properties located at 204 Old Hobart Street, 206 Hobart Street, 211 Hobart Street and 213 Hobart Street Hingham, Massachusetts and designated as Assessors' Parcel ID Numbers 97-0-04, 97-0-07, 97-0-09 & 97-0-08 respectively (the “Hobart Street Property”).

Local Initiative Program/Project: Regulations that allow Affordable Housing units created by means other than a comprehensive permit to qualify for inclusion on the Chapter 40B Subsidized Housing Inventory (see M.G.L. c. 40B and regulations promulgated thereunder - 760 CMR 56.00).

Project: The development and use of the Hobart Street Property for Affordable Housing purposes approved by the Hingham Affordable Housing Trust Fund pursuant to these Guidelines.

Town: The Town of Hingham including the applicable department or board having jurisdiction over the Project.

Trust: The Hingham Affordable Housing Trust Fund, established under M.G.L. c. 44, § 55C and Article 39 of the Town of Hingham General By-Laws.

DEVELOPMENT GUIDELINES.

The following development guidelines apply to the use and development of the Hobart Street Property hereunder. These guidelines must be met in the subsequent development of the parcel:

Use Guidelines. The building of a structure on the Hobart Street Property by the Developer must allow for it to be eligible for listing on the Chapter 40B Subsidized Housing Inventory, affordable to qualified first-time homebuyers under the terms and conditions of these Guidelines, and protected by a perpetual use restriction approved by the Director of the Executive Office of Housing and Community Development (EOHLC) in accordance with M.G.L. c. 184.

Building and Unit Design Guidelines. The building of a structure shall be designed to address, at minimum, the following requirements:

- The structure shall maintain an exterior design and appearance in keeping with the neighborhood.
- Building construction must meet the current State Building Code and unit size requirements (minimum floor area) of the Local Initiative Program. Removal of any hazardous materials shall be accomplished in accordance with the current local, state and federal laws and regulations.
- Appliances, heating and/ or air conditioning systems shall be rated for optimal high energy efficiency.
- Individual septic systems shall be designed in compliance with Title V. Consideration shall be given to the enhanced aesthetics of any proposed retaining walls required to accommodate proposed system and shall require Town review prior to construction.
- The structures must be suitable for family occupancy, with no more or less than three bedrooms, and meet or exceed the minimum floor area requirements of the Local Initiative Program for bedroom dwellings.
- Site design must provide adequate parking. Any proposed parking over the proposed septic system shall require compliance with Title V requirements.
- Suitable landscaping of the structures in accordance with Town review.

SAMPLE

EXHIBIT P

LAND DISPOSITION AND DEVELOPMENT AGREEMENT

This Land Disposition and Development Agreement (this “Development Agreement”) is entered into this __ day of _____, 2026, by and between the **Town of Hingham** (the “Town”), a municipality organized under the laws of the Commonwealth of Massachusetts, the **Hingham Affordable Housing Trust Fund** (the “Trust”), a trust created pursuant to G.L. c. 44, § 55C, with its principal place of business at 210 Central Street in Hingham, Massachusetts, and _____ (the “Developer”), a _____ with a principal residence/place of business at _____.

WHEREAS the Town holds title to those properties known as and numbered 211 – 213 Hobart Street, Assessors’ Parcel Nos. 97-0-09 & 97-0-08 and 204 – 206 Old Hobart Street, Assessors’ Parcel Nos. 97-0-04 & 97-0-07 in Hingham, Massachusetts as tax possessions (the “Subject Property”), as more particularly described in Exhibit 1 hereto; and

WHEREAS the Town has conducted a public auction for the sale and disposition of the Subject Property on _____, 2026 (the “Auction”).

WHEREAS, the Developer had pre-registered to take part in the auction and the Developer was the high bidder at the Auction;

WHEREAS, the Developer’s high bid was accepted by the Town;

WHEREAS, it was the intention of the Town in auctioning the Subject Property to a high bidder for the purpose of construction of an affordable home, which will be reserved in perpetuity for sale to low- to moderate-income households (the “Affordable Home”), subject to certain terms, conditions, obligations and restrictions, all in accordance with such plans and other materials as may be approved by the Hingham Zoning Board of Appeals (“ZBA”) and subject to the terms, conditions, obligations and restrictions of a prospective Comprehensive Permit;

WHEREAS the Town, the Trust and the Developer wish to enter into this Development Agreement for the purpose of specifying the terms and conditions under

which the Town will sell and convey and the Developer will acquire and develop the Subject Property;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town, the Trust and the Developer do hereby agree as follows:

ARTICLE I SALE OF THE SUBJECT PROPERTY

1.1 Incorporation of the Memorandum of Sale

Incorporated herein by reference are the terms and conditions of a Memorandum of Sale by and between the Town and the Developer for the conveyance of the Subject Property, dated _____, 2026 (the "Memorandum of Sale").

1.2 Covenant of Sale

Subject to all of the terms, conditions, obligations and restrictions of the Memorandum of Sale and as contained in this Development Agreement, the Town covenants and agrees to sell and convey and the Developer covenants and agrees to acquire and develop the Subject Property.

ARTICLE II RESTRICTIONS ON THE AFFORDABLE HOME & USE OF THE SUBJECT PROPERTY

2.1 Requirements of the Sale, Generally

A. The Developer agrees that the Subject Property is to be conveyed to it by the Town for the sole purpose of construction of an Affordable Home and that the deed for the same shall include covenants by the Developer:

(i) That the Affordable Home will be reserved in perpetuity for sale to low- to moderate- income households, all in accordance with such plans and other materials as may be approved by the ZBA and subject to the terms, conditions, obligations and restrictions of a prospective Comprehensive Permit.

(ii) That the Affordable Home shall be marketed and sold in accordance with the requirements of the prospective Comprehensive Permit and of G.L. c. 40B, §§ 20-23 ("Chapter 40B) and the regulations promulgated thereunder, at 760 CMR 56.00, *et seq.*, and the programmatic requirements of the Executive Office of Housing and Livable Communities (EOHLC) Local Initiative Program (LIP). The deed conveying the Affordable Home shall be accompanied by an Affordable Housing Deed Rider in a form approved by the EOHLC, and deemed acceptable as to form by the Town.

(iii) That all costs and expenses associated with the Affordable Home shall be entirely the responsibility of the Developer, and shall not be reimbursed in any manner by the Town or the Trust.

B. The Developer expressly acknowledges the affordability and limited dividend requirements of the LIP, and agrees to comply with the same as a condition of its pursuit of the Affordable Home.

2.2 Affordable Home to be in Accordance with Comprehensive Permit

A. The Affordable Home shall be completed in accordance with the terms, conditions, obligations and restrictions of a Comprehensive Permit as may be issued by the ZBA and consistent with all materials approved by the ZBA as a part thereto and in substantial conformance with the plans for the Affordable Home as may be approved by the ZBA. All of the above are incorporated herein by reference, and the Developer agrees to be bound thereby upon acquisition of the Subject Property. The foregoing shall be a covenant running with the land comprising the Subject Property.

B. The requirements of the Comprehensive Permit to which the Developer is subject include but are not limited to:

(i) The Home is to be cottage-style and modest in size, with approximately 1,500 square feet of habitable area, excluding porch(es), deck(s), patio(s), balcony(ies), garage(s) and basement(s) and an additional 800 square feet of useable basement space. The Home will contain three (3) bedrooms and two (2) full bathrooms. The Home will be constructed with a farmer's porch and one-car garage. The proposed layout set forth in this Paragraph is subject to modification by the Town in conjunction with issuance of the Comprehensive Permit.

(ii) Notwithstanding the foregoing, home type and size shall be in accordance with the plans approved by the ZBA. Likewise, the location and construction or installation of the home, utilities, vehicle and pedestrian areas, drainage structures and other appurtenances shall be in accordance with said plans.

(iii) Final site and construction plans shall be submitted by the Developer for technical review by the ZBA, in advance of the Town's issuance of a building permit for the Home. Final plans include but are not limited to a utility plan, a detailed landscaping plan and a stormwater management plan.

(iv) The Developer is responsible for selection of a marketing and lottery agent and, in cooperation therewith, development of an Affordable Fair Housing Marketing Plan ("AFHMP") for the Affordable Home.

(v) The Developer shall be subject to a profit limitation of twenty percent (20%) of total Affordable Home costs, as applicable under Chapter 40B.

The Comprehensive Permit may require assurances of compliance with said limitation, including review by a certified public accountant and a deposit of such sum as may be required to be held by the ZBA an escrow account as reimbursement to the Town for costs incurred in monitoring the same.

(vi) The Developer is responsible for the payment of all fees imposed by the Town applicable to construction projects, generally, except as waived by the Town and the ZBA.

C. Pursuant to 760 CMR 56.05(12)(b), the Trust shall notify the ZBA of the transfer of the Comprehensive Permit to the Developer, upon delivery of the deed to the Subject Property and the execution hereof.

2.3 Development Guidelines

The Affordable Home thereon shall be constructed in accordance with the “Use and Development Guidelines” (the “Development Guidelines”), the same annexed the Memorandum of Sale as Exhibit K.

The Development Guidelines will be supplemented by the requirements of the prospective Comprehensive Permit.

2.4 Programmatic Requirements

The Developer will be required and hereby agrees to satisfy the following requirements relative to its pursuit of the Affordable Home as a LIP under Chapter 40B and 760 CMR 56.00, *et seq.*:

(i) Obtain final approval (“Final Approval”) from the EOHLC for the Affordable Home, which shall include but is not limited to the execution of a Regulatory Agreement, so-called, securing compliance with the affordability requirements applicable under Chapter 40B. The Regulatory Agreement is subject to review and approval by the Town as to form, as a condition of the prospective Comprehensive Permit, and by the Town as a requirement of the sale.

(ii) Include in the conveyance of the Affordable Home a deed rider guaranteeing the affordability thereof in perpetuity, as referenced in Section 2.1.A.iii, above.

(iii) Develop an AFHMP for the Affordable Home, and subsequently market said home as provided therein and conduct a lottery for the sale thereof, which lottery shall include a local preference as described in Section 2.2.B.vi, above.

(iv) Comply with the profit limitation of twenty percent (20%) of total Affordable Home costs, as applicable under Chapter 40B. The aforesaid Regulatory Agreement shall specify the manner by which the Developer will be required to evidence its compliance with said limitation.

2.5 Other Requirements

A. The Developer shall provide for a set-aside of \$20,000.00, to be used for renovation(s) in the event that the Affordable Home must be made compliant with the Americans with Disabilities Act (ADA) to accommodate prospective purchaser(s) thereof.

B. The Developer hereby agrees to split with the Town in equal shares any excess profit greater than fifteen percent (15%) of total Affordable Home costs but less than the twenty percent (20%) limitation applicable under Chapter 40B.

C. A performance bond in the amount of \$500,000 shall be provided by the Developer upon execution hereof, so as to guarantee faithful performance of its obligations hereunder with regard to the Affordable Home and the Subject Property.

D. The Affordable Home shall be completed by the Developer as an efficient and economical “green” project, with a minimum of 45 LEED points. No LEED certification shall be required, however.

2.6 Time for Commencement and Completion of Construction

Subject to the provisions of Section 5.7, below, the Developer shall begin substantial construction of the Affordable Home, which shall not include demolition and surface site work shall but shall include the good faith commencement of excavation, foundation, and other subsurface work, no later than [12 months from sale], as such date may be extended by the Town upon the reasonable request of the Developer. The Developer shall diligently prosecute to completion the construction of the Affordable Home and, subject to other provisions herein, including without limitation Section 5.7 hereof, shall complete said construction no later than [24 months from sale], again subject to extension by the Town upon the reasonable request of the Developer. The parties’ agreement as to the foregoing deadlines shall be a covenant running with the land comprising the Subject Property.

2.7 When Improvements Completed

The construction of the Affordable Home shall be deemed completed for the purposes hereof when the improvements required of the Developer by the provisions of this Development Agreement, the Comprehensive Permit and any building permit(s) issued thereunder, with the exceptions hereinafter set forth, has been substantially built and is ready for occupancy, and a certificate of occupancy has been issued therefor. The referenced exceptions shall consist of so-called “punch-list” items, including but not limited to: (i) items of work and adjustment(s) of equipment and fixtures that can be

completed after occupancy of a Home without unreasonable interference with its use and occupancy for residential purposes; (ii) landscaping and other similar work which cannot then be completed due to climatic conditions; and (iii) so-called “customer preference” items which are normally left for completion subsequent to the execution of a purchase and sale agreement.

2.8 Access to the Subject Property by the Town and the Trust

For so long as the Developer owns the Home or any interest in the condominium/homeowners association, the Developer shall, from time to time, at all reasonable hours, give to the duly-authorized representatives(s) of the Town reasonable access, with notice, verbal or written, to the Home, all common areas and any and all other portions of the Affordable Home, for the purpose of inspecting the same. The Town shall also have access during normal business hours to inspect and copy all books and records of the Developer with respect to the Affordable Home, to the extent that the same are customarily available to public sector lenders and subsidy providers, in order to monitor the Developer’s compliance with the terms of this Development Agreement. The Town may, in its sole subjective discretion, elect to delegate its access and monitoring rights under this Agreement to the Trust. In the event of such an election, written notice of such a delegation shall be provided to the Developer.

ARTICLE III TRANSFER, ASSIGNMENT OR MORTGAGE OF THE DEVELOPER’S INTERESTS

3.1 Transfer of Interests in the Subject Property & the Affordable Home

A. Except as provided in Section 3.1.B, Section 3.2 and Article IV, below, no interest or portion thereof in the Subject Property or the Affordable Home shall be transferred, or caused or suffered to be transferred, without the prior written approval of the Town. The Developer shall notify the Town in writing of any and all such proposed changes in ownership at least thirty (30) days prior thereto.

B. Notwithstanding the terms and conditions of Section 3.1.A, above and Section 3.1.C and Section 3.2, below, the Town hereby expressly acknowledges and consents to a transfer and assignment by the Developer, at any time upon written notice to the Town, of all or part of its right, title and interest in the Subject Property and/or the Affordable Home to any entity that is controlled by the Developer.

C. The Developer agrees that it will not, subsequent to delivery of the deed to the Subject Property, make or suffer to be made any assignment, lease or any other manner of transfer of its interest in the Subject Property or any portion thereof or in the Affordable Home, except: (i) as provided in Section 3.2, below, (ii) for the arms-length sale of homes in the Affordable Home; and/or (iii) for construction, utility and other easement(s) and agreement(s) relating to the Affordable Home, if so required.

D. In the event of any permitted transfer by the Developer, all obligations, responsibilities and liabilities of the Developer hereunder shall cease, and the Town shall look only to the transferee for the satisfaction of such obligations and responsibilities, which shall run with the land comprising the Subject Property, and for the assertion of such liability; provided, however, that the Developer shall remain liable for breach(es) of its obligations and responsibilities hereunder occurring prior to any such transfer. If the transferee shall fail or refuse to effect the cure of any violation hereunder, the Town may institute such actions or proceedings against the transferee it deems appropriate, including actions and proceedings to compel specific performance and actions for assessments, subject to the provisions of Section 5.4, below.

3.2 Mortgage of the Subject Property by the Developer

A. Notwithstanding any other provision hereof and subject to the consent and approval of the Town and the EOHLC, the Developer shall have the right to encumber, pledge or convey its right, title and interest in and to the Subject Property, or any portion(s) thereof, by way of one (1) or more bona-fide mortgage(s) to one (1) or more institutional lender(s) so as to secure the payment of any loan(s) to the Developer to finance the Affordable Home construction, or the repair or reconstruction of any of the improvements required to be constructed by the Developer as part of the Affordable Home or to refinance any outstanding loan(s) obtained by the Developer for such purposes. Any such mortgages shall be expressly subject to this Development Agreement, the Comprehensive Permit and any restriction(s) on the Affordable Home as may be required by the EOHLC. The limitations herein relative to the Developer's right to encumber, pledge or convey its right, title and interest in and to the Subject Property by way of a bona-fide mortgage(s) shall terminate with respect to and shall not apply to each home in the Affordable Home following substantial completion thereof and the sale of such home to a bona-fide, third-party purchaser.

B. The holder of any such mortgage or its designee (including a holder, or its designee, who obtains title to the Subject Property or any portion thereof by foreclosure or action in lieu thereof) shall be obligated by this Development Agreement to construct or complete the Affordable Home in accordance with its terms.

ARTICLE IV RIGHTS, REMEDIES & PROCEDURES IN THE EVENT OF A BREACH BY THE DEVELOPER

4.1 Consequence of Breach by the Developer with Respect to Commencement and Completion of Construction or Unauthorized Transfer of Interests

A. If, prior to completion of the Affordable Home, the Developer shall fail to perform its obligations hereunder with respect to commencement, diligent prosecution and/or completion of construction of the Affordable Home, or if there is, in violation of Sections 3.1.A, 3.1.B or 3.1.C, above, a transfer of the Subject Property or any part thereof, then the Town shall notify the Developer in writing of the particulars of such violation and

the cure that is deemed necessary by the Town, in its sole and unfettered discretion, and the Developer shall notify its mortgagee(s) in writing of such failure or violation as set forth in such notice from the Town. If the Developer shall fail to cure or correct such default within sixty (60) days of receipt by the Developer of such written notice, or such longer cure/correction period as may be reasonably approved by the Town, and if the holder(s) of record of any mortgage(s) do(es) not exercise its/their rights to cure such default as provided in Section 4.3, below, an event of default ("Event of Default") shall be deemed to exist and the Town may exercise either or both of the following remedies:

(i) If an Event of Default relating to the Affordable Home occurs prior to the commencement of any substantial construction of the Affordable Home, which shall not include demolition and surface site work but shall include the good faith commencement of excavation, foundation and other subsurface work, then the Developer shall convey the Subject Property as a whole to the Town or the Trust, as its nominee, and this Development Agreement shall terminate without recourse to the parties hereto. In the event that the Town invokes such remedy, conveyance to the Trust shall be without cost to the Trust or the Town and by good and sufficient quitclaim deed, subject to any mortgage(s) then encumbering the Subject Property. If the Developer shall fail so to reconvey, the Town may institute such action(s) or proceeding(s) as it may deem advisable including but not limited to proceeding(s) to compel specific performance and the payment of damages, costs and expenses by the Developer.

(ii) If an Event of Default relating to the Affordable Home occurs after commencement of substantial construction of the Affordable Home, as defined above, the Developer shall promptly transfer possession of and convey those portions of the Subject Property on which such incomplete components of the Affordable Home are or will be located (the "Undeveloped Property") together with all improvements thereon and all rights relating thereto, including without limitation any Affordable Home or phasing rights appurtenant thereto, to the Trust without cost, by good and sufficient quitclaim deed; provided, however, that any such reconveyance shall be subject to any existing mortgages thereon as permitted hereunder. If the Developer shall fail so to convey, the Town may institute such actions or proceedings as it may deem advisable as well as proceedings to compel specific performance and the payment of damages, expenses or costs by the Developer.

(iii) Upon the occurrence of an Event of Default, the Town shall also have the right to re-enter and take possession of the Undeveloped Property, as above-defined, and to terminate and revest in the Town the estate in the Undeveloped Property conveyed to the Developer, it being the intent of the foregoing and other provisions of this Development Agreement that the conveyance of the Subject Property to the Developer is made upon and the deed to the Subject Property shall contain a condition subsequent that, in the event of an Event of Default and upon giving notice to the Developer, the Town, at its option, may declare a termination of the title in favor of the Town, and of all the right and interest of the Developer, its successors and assigns in the Undeveloped Property, including

without limitation any Affordable Home or phasing rights appurtenant thereto, shall revert to and vest in the Town; provided, however, that such condition subsequent and any reverting of title as a result thereof in the Town shall: (a) always be subject to and limited by and shall not defeat, render invalid or limit in any way the lien of any mortgage authorized hereunder, or any right(s) or interest(s) provided herein for the protection of the holder(s) of such mortgage(s); and (b) not apply to such portions of the Subject Property as have been previously conveyed to bona-fide, third-party purchaser(s).

Upon taking title to the Subject Property, the Developer shall covenant that it shall be developed in such a way as to ensure that conveyance of the Undeveloped Property shall be possible at all times without the need for any governmental or private approvals, consents and/or permits. Stated otherwise, the Developer covenants that it will obtain all governmental and private approvals, consents and/or permits, prior to undertaking any improvement of the Property.

B. If the Developer or any mortgagee reconveys to the Town or if the Town re-enters the Subject Property as aforesaid, the Town shall undertake, with due diligence and in a commercially-reasonable manner, to resell the Undeveloped Property so reconveyed or which it has so re-entered, together with the improvements thereon, and the proceeds of such resale, together with the net income, if any, derived by the Town from its operation and management of the Subject Property subsequent to such reconveyance shall be used:

(i) First, to pay all taxes, payments in-lieu-of taxes, public charges and other sums owing to the Town with respect to the Subject Property up to the time of such resale or, in the event the Subject Property is exempt from taxation during the period of its ownership by the Town, an amount equal to such taxes as would have been payable if the Subject Property were not so exempt.

(ii) Second, to pay, in their respective order of priority, any and all mortgage indebtedness authorized hereunder and to make whatever payments may be necessary to discharge any other encumbrances or liens existing or threatened on the Subject Property, in favor of mechanics, materialmen or subcontractors.

(iii) Third, to reimburse the Town for all costs and expenses reasonably and proximately incurred by it in connection with the recapture, management and resale of the Subject Property and all administrative and overhead costs in connection therewith.

(iv) Fourth, to reimburse the Town for expenditures made and obligations incurred with respect to the making and/or completion of improvements on or for the Subject Property, for which it has not otherwise been reimbursed.

(v) Fifth, to pay or reimburse the Town for any amounts otherwise owing to the Town from the Developer.

(vi) Sixth, if there is any balance of proceeds remaining, such balance shall be paid to the Developer.

4.2 Notice to Mortgagee(s)

The Developer shall provide the Town with an up-to-date list of name(s) and address(es) of mortgagee(s) and holder(s) of loan agreements, as permitted hereunder, with respect to the Subject Property and the Affordable Home, and shall update the same from time to time, as necessary.

4.3 Mortgagee May Cure Breach of the Developer

A. If the Developer has received notice from the Town of a default hereunder and such default is not cured by the Developer before the expiration of the period provided therefor, the holder(s) of record of mortgage(s) on the Subject Property as permitted hereunder shall be entitled to notice from Town stating that the Developer has failed to cure the default. Within sixty (60) days of receipt of such notice, such mortgagee(s) shall have the right to cure any such default upon giving written notice of its/their intention to do so to the Town, and said mortgagee(s) shall thereupon proceed with due diligence to cure such breach. Any cure of a breach hereunder by a mortgagee shall be deemed to be a cure of such breach by the Developer.

B. If any mortgagee elects so to cure a breach, a reasonable extension of time for performance will be granted by the Town to enable the mortgagee to obtain possession and control of the Subject Property or portion(s) thereof in question, by foreclosure or otherwise, and to correct such breach.

C. In no event shall any mortgagee be responsible for breaches of this Development Agreement occurring prior to the time that it acquires title or takes possession of the Subject Property, or after its conveyance of such title or delivery of possession.

4.4 Forbearance Not A Waiver

The Developer agrees that no delay or failure on the part of the Town or the Trust in exercising any power, privilege, remedy, option or right hereunder shall operate as a waiver thereof or of any other power, privilege, remedy, option or right. The Developer further agrees that any single or partial exercise of any power, privilege, remedy, option or right hereunder shall not preclude any other or future exercise thereof or the exercise of any other power, privilege, remedy, option or right, nor shall the Town or the Trust be liable for exercising or failing to exercise the same. The rights and remedies expressed herein are cumulative and may be enforced successively, alternatively, or concurrently and are not exclusive of any rights or remedies which the Town or the Trust may or would otherwise have under the provisions of all applicable laws.

4.5 Remedies for Other Breaches

It is understood by the parties hereto that, in the event any party shall fail to comply with or shall violate any of the provisions of this Development Agreement, the other party hereto may institute such action(s) and proceeding(s) as may be appropriate, including but not limited to proceeding(s) to compel specific performance and the payment of damages, costs and expenses. Neither these remedies nor that class of remedies more particularly described herein shall be exclusive unless specifically so described; provided, however, that the remedies prescribed in Section 4.1, above, for the defaults therein described respecting reconveyance are exclusive and that no other rights of the Town to reconveyance are contained herein or to be implied hereunder.

4.6 Regulatory Provisions

It is understood and agreed that the Developer is also subject to the default provisions of such restrictions as may be placed on the Subject Property and/or the Affordable Home by the EOHLC.

ARTICLE V MISCELLANEOUS PROVISIONS

5.1 Obligations, Rights & Remedies Cumulative & Separable

Subject to the provisions of Section 4.1 of this Development Agreement, the respective rights and remedies of the Town, the Trust and the Developer, whether provided for herein or by law, shall be cumulative, and the exercise of any one (1) or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other such right(s) or remedy(ies).

5.2 Waiver

Any right or remedy available to the Town, the Trust or the Developer hereunder may be waived in writing by the respective holder of the right or remedy, without execution of a new or supplementary agreement; provided, however, that any such waiver shall not affect any other right(s) not specifically waived, and no waiver by the Developer of a right under Section 4.2 of this Development Agreement shall be effective unless approved in writing by all those entitled to notice under said Section.

5.3 Effect of Partial Invalidity

Should any provision(s) of this Development Agreement be held invalid, the remainder hereof shall not be affected thereby, if such remainder would then continue to conform to the requirements of applicable laws.

5.4 Approvals & Notices

Except as otherwise specifically provided herein, whenever under this Development Agreement consent(s), approval(s), authorization(s), determination(s), satisfaction(s), waiver(s) or other action(s) is/are required or permitted, such consent(s), approval(s), authorization(s), determination(s), satisfaction(s), waiver(s) or other action(s) shall be effective and valid only when in writing signed by a duly-authorized representative of the party offering the same, and shall be deemed given when delivered by hand, sent via facsimile with confirmation of transmission or mailed by certified mail, postage pre-paid, return receipt requested, to the parties as follows:

If to the Town:

Thomas Mayo, Town Administrator
Town of Hingham
210 Central Street
Hingham, Massachusetts 02043

with a copy to:

John J. Coughlin, Esq.
Bogle, DeAscentis & Coughlin, P.C.
57 North Main Street
Fall River, MA 02720-2129
jcoughlin@b-dlaw.com

If to the Trust:

Hingham Affordable Housing Trust
Hingham Town Hall
210 Central Street
Hingham, Massachusetts 02043

If to the Developer:

with a copy to:

The parties shall promptly notify each other of any change in their respective addresses, above.

5.5 Title & Headings

The titles of the several Articles and Sections of this Development Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions hereof.

5.6 Survival of Provisions

Except as to obligations to be performed at or prior to the closing on the Subject Property, the provisions of this Development Agreement shall survive delivery of the deed and possession of the Subject Property by the Developer.

5.7 Excusable Delay; Force Majeure

For the purposes of any of the provisions of this Development Agreement, neither the Town nor the Developer, as the case may be, shall be considered in breach of or default in its obligations hereunder in the event of unavoidable delay in the performance of such obligations due to causes beyond its control and without its fault or negligence, including but not limited to: acts of God or of the public enemy; acts of the government; acts of the other party; fires, floods or other casualties; epidemics; quarantine restrictions; labor disputes; litigation; freight embargoes; unusually severe weather; and delays of contractor(s) and/or subcontractor(s) due to such causes. In the event of the occurrence of any such excusable delay, the time(s) for performance of the obligation(s) of the party suffering from such delay shall be extended for the period of said delay, provided that the party seeking the benefit thereof shall, within a reasonable period after the beginning of any such excusable delay, have first notified the other party thereof in writing, stating the cause(s) thereof and requesting an extension for the period of such delay.

5.8 Assignment

The Developer may not assign its rights and/or obligations hereunder, in whole or in part, without the prior written consent of the Town. Any assignment without such prior written consent shall be deemed null and void.

5.9 Agreement Binding on Successors & Assigns

The provisions of this Development Agreement, in accordance with their terms, shall be binding upon and shall enure to the benefit of the respective successors and assigns of the Town, the Trust and the Developer, and to any subsequent grantee(s) of the Subject Property, except as otherwise expressly provided herein. Neither the Developer nor any successor-in-title to the Subject Property shall be liable for any breach accruing after the period during which it owned the Affordable Home.

5.10 Tax Law Compliance

By its execution of this Development Agreement, the Developer certifies pursuant to G.L. c. 62C, § 49A(b), and under the penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relative to taxes.

5.11 Appropriation Contingency

To the extent that any of the Town's obligations hereunder are financial, such financial obligations may be subject to and contingent upon appropriation therefor by the Town.

5.12 Governing Law

This Development Agreement shall be governed by and construed under and pursuant to the laws of the Commonwealth of Massachusetts.

5.13 Entire Agreement; Amendment

This Development Agreement constitutes the entire agreement between the parties hereto with respect to the Affordable Home, and no verbal statements made by either party or by any other person(s) or entity(ies) regarding the Affordable Home shall be construed as a part hereof unless the same be incorporated herein by writing. This Development Agreement may not be released, discharged, changed or modified other than in accordance with its terms except by an instrument in writing signed by a duly-authorized representative of each of the parties hereto.

5.14 Non-recourse

The respective obligations of the Town, the Trust and the Developer hereunder shall be non-recourse to any elected or appointed official, employee, special employee or volunteer of the Town, any of the Trust's trustees or members or any principal(s), partner(s), manager(s), officer(s) or member(s) of the Developer, none of whom shall ever have any personal liability whatsoever with respect to the Affordable Home or this Development Agreement, except to the extent that the principal(s), partner(s), manager(s), officer(s) or member(s) of the Developer provide the Developer's lender with personal

guarantee(s) for the completion of construction of the Affordable Home.

5.15 Counterparts

This Development Agreement may be executed in any number of identical counterparts and, if so executed, each such counterpart is to be deemed an original for all purposes, and all such counterparts shall collectively constitute an agreement; provided, however, that in making proof of this Development Agreement, it shall not be necessary to produce or account for more than one (1) such counterpart.

[THIS SPACE INTENTIONALLY BLANK – SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, as of the day and year first above written, the parties hereto have caused this Development Agreement to be signed, sealed and delivered by their respective, duly-authorized representatives.

The Town of Hingham

[Developer]

By: Thomas Mayo
Its: Town Administrator
Duly Authorized

By:
Its:
Duly Authorized

Hingham Affordable Housing Trust Fund

By: Jack Falvey
Its: Chairman

SAMPLE

EXHIBIT Q

(SPACE ABOVE RESERVED FOR REGISTRY OF DEEDS)

NOTICE OF ENTRY INTO LAND DISPOSITION AGREEMENT AND MEMORANDUM OF SALE

This Notice of Land Disposition and Entry Into Memorandum of Sale (“Notice”) is made as of the _____ day of _____, 2026, by and between the Town of Hingham, a municipality organized under the laws of the Commonwealth of Massachusetts, the Hingham Affordable Housing Trust Fund (the “Trust”), a trust created pursuant to G.L. c. 44, § 55C, having a principal place of business at 210 Central Street in Hingham, Massachusetts, and _____ (the “Developer”), a _____ with a [principal place of business/residence] located at _____, _____, Massachusetts.

RECITALS

A. The Town, by deed of even date and recorded herewith, has conveyed to the Developer, the property known and numbered as _____ in Hingham, Massachusetts (the “Subject Property”), as more particularly described in Exhibit 1 attached hereto and subject to the covenants referenced therein.

B. Pursuant to the terms and conditions of the sale, development of the Subject Property is limited to one (1) Affordable Home, (the “Affordable Home”) which will be reserved in perpetuity for sale to low- to moderate-income households (the “Development”), all in accordance with the plans and other materials to be approved by the ZBA and subject to the terms, conditions, obligations and restrictions as may be contained in any Comprehensive Permit.

C. The Town and the Developer have entered into that certain Memorandum of Sale, dated _____, 2026 and incorporated Land Disposition and Development Agreement by and between the Town, the Trust and the Developer (the “Memorandum of Sale”), for the purpose of specifying the terms and conditions under which the Town will sell and convey and the Developer will acquire and develop the Subject Property with the Development. Any capitalized terms used herein but not defined shall have the meaning attributed to such terms in the Memorandum of Sale and Land Disposition and Development Agreement (“LDDA”).

The parties hereby give notice of entry into the Memorandum of Sale by the Town and the Developer, and the Town, the Trust and the Developer hereby give notice of entry into the Land Disposition and Development Agreement ("LDDA") and of certain provisions thereof as follows:

1. The Developer agrees that the Subject Property was conveyed to it by the Town for the sole purpose of construction of the Development. Except for the terms of a prospective Comprehensive Permit and as may be agreed to by the Town pursuant to the Memorandum of Sale and LDDA and authorized by vote of the ZBA, the Development shall be completed in accordance with the terms, conditions, obligations and restrictions as set forth in the Use and Development Guidelines referenced in and made a part of the Memorandum of Sale, consistent with all materials approved by the ZBA as a part thereto and in substantial conformance with the plans for the Development as approved by the ZBA. All of the above are incorporated into the Memorandum of Sale by reference, and the Developer agrees to be bound thereby upon acquisition of the Subject Property. The foregoing shall be a covenant running with the land comprising the Subject Property.
2. It shall be the sole responsibility and obligation of the Developer to satisfy all programmatic requirements relative to pursuit of the Development as a LIP project under Chapter 40B and 760 CMR 56.00, *et seq.*, including but not necessarily limited to obtaining final approval for the Development from the EOHLC, marketing the Affordable Unit therein in accordance with an AFHMP and conducting a lottery for its sale subject to a local preference, conveying the Affordable Home with a deed rider guaranteeing the affordability thereof and complying with the profit limitation of twenty percent (20%) of total development costs, as certified by EOHLC.
3. The Development and the Home thereon shall be constructed in accordance with the Use and Development Guidelines as incorporated into and made a part of the Memorandum of Sale and in accordance with the LDDA.
4. Until the sale of the Affordable Home to a bona fide third party, Developer shall provide for a set-aside of \$20,000.00, to be used for renovation(s) in the event that the Affordable Home must be made compliant with the Americans with Disabilities Act (ADA) to accommodate prospective purchaser(s) thereof; it being understood that the Developer shall secure the aforesaid obligation with a bond, cash account or letter of credit, the beneficiary of which shall be the Trust, which surety shall be provided to the Trust prior to application for or receipt of a certificate of occupancy for the Home.
5. The Developer hereby agrees to split with the Town in equal shares any excess profit greater than fifteen percent (15%) of total development costs but less than the twenty percent (20%) limitation applicable under Chapter 40B, such amount to be determined in accordance with the terms of the LDDA.
6. Prior to application for or receipt of a certificate of occupancy for the Home, the Developer shall secure the completion of all site improvements, including but not limited to construction of the Home with a bond, cash account or letter of credit, the beneficiary of which shall be the Town. Said surety shall be in an amount adequate to ensure

completion of the aforementioned improvements, said sum to be estimated by the Developer and reviewed and approved by the Town, which approval not be unreasonably withheld. Release(s) and partial release(s) of said surety shall be determined on a case-by-case basis by the Trust. Approval of a release(s) or partial release(s) shall not be unreasonably denied.

7. Except as expressly permitted in the Memorandum of Sale and LDDA, the Developer shall not make or suffer to be made any assignment, lease or any other manner of transfer of its interest in the Subject Property or any portion thereof, except: (i) with respect to bona fide mortgage(s) as described herein; (ii) for the arms-length sale of Home; and/or (iii) for construction, utility and other easement(s) and agreement(s) relating to the Development, if so required; or as otherwise approved by the Town as per the Memorandum of Sale. This provision shall not prohibit the submission of the Subject Property to the provisions of G.L. c. 183A.
8. Mortgagee and bona-fide home purchaser provisions:
 - A. Notwithstanding any other provision of the Memorandum of Sale and LDDA, the Developer shall have the right to encumber, pledge convey its right, title and interest in and to the Subject Property, by way of one (1) or more bona-fide mortgage(s) to one or more institutional lenders so as to secure the payment of any loan(s) to the Developer to finance the development, construction, repair or reconstruction of an any of the improvements required to be constructed by the Developer as part of the Development or to refinance any outstanding loan(s) obtained by the Developer for such purposes.
 - B. Any mortgages as aforesaid shall be expressly subject to the Memorandum of Sale, the LDDA, the Comprehensive Permit and any restriction(s) on the Development as may be required by EOHLC, which restrictions shall survive foreclosure.
 - C. The limitations herein relative to the Developer's right to encumber, pledge or convey its right, title and interest in and to the Subject Property by way of a bona fide mortgage(s) shall terminate with respect to and shall not apply to the Home following substantial completion thereof and the sale of such Affordable Home to a bona-fide, third-party purchaser.
9. If an Event of Default occurs under the Memorandum of Sale or LDDA due to the Developer's failure to commence, diligently pursue or complete the Development in accordance with the terms thereof or due to the Developer's unauthorized transfer of its right, title and interest in the Subject Property, the Developer may be required, subject to the terms of the Memorandum of Sale to reconvey, or cause to be reconveyed, to the Town, or the Trust as its nominee, all the Developer's rights, title and interest in the Subject Property, including, without limitation, its fee title to any and all of the Subject Property and/ or its right, title and interest as declarant under a condominium master deed affecting any or all of the Subject Property, in which event the Memorandum of Sale and LDDA shall terminate without recourse to the parties thereto, provided, however, thar

termination of the Memorandum of Sale shall not terminate the Town and the Trust's rights to pursue the surety delivered to the Town for the completion of infrastructure or other improvements, pursuant to the LDDA and as referenced in Paragraph 7, above.

10. The provisions of the Memorandum of Sale and the LDDA, in accordance with their terms, shall be binding upon and shall inure to the benefit of the respective successors and assigns of the Town, the Trust and the Developer, and to any subsequent grantee(s) of the Subject Property, except as otherwise expressly provided therein; provided, however, that the provisions of the Memorandum of Sale relative to acquisition of the Subject Property, construction of the Affordable Home and compliance with the programmatic requirements applicable thereto shall not be effective as to any bona-fide third-party purchaser of the Affordable Home.

The Town agrees from time to time, within thirty (30) days after receipt of a written request therefor, to execute, acknowledge and deliver to the Developer, any existing lender and any bona fide prospective lender, investor or purchaser a statement in writing and form reasonably acceptable to the Town certifying that the Memorandum of Sale and/or the LDDA is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), and stating whether or not, to the best knowledge of the Town and the Trust, the Developer is in default of the performance of any covenant, agreement or condition contained in the Memorandum of Sale or LDDA and, if so, specifying each such default, it being intended that any such statement delivered hereunder may be relied upon by the Developer, any existing lender, or any bona-fide prospective investor, lender or purchaser of the Subject Property.

This Notice is not intended to, and shall not, limit, modify or vary any of the provisions of the Memorandum of Sale or the LDDA, and in the event of any inconsistency, the terms of the Memorandum of Sale and the LDDA shall govern.

Executed as a sealed instrument, as of the date first above written.

The Town of Hingham

[Developer]

By: Thomas Mayo
Its: Town Administrator
Duly Authorized

By:
Its:
Duly Authorized

Hingham Affordable Housing Trust Fund

By: Jack Falvey
Its: Chairman

COMMONWEALTH OF MASSACHUSETTS

Plymouth, ss.

_____, 2026

Then personally appeared the above named Thomas Mayo, Town Administrator of the Town of Hingham proved to me through satisfactory evidence of identification, which was ☐ personal knowledge of identity, or ☐ current government-issued document bearing his/her photograph and signature, or ☐ affirmation of a credible witness unaffected by the foregoing instrument, who is personally known to me and who personally knows Thomas Mayo, to be the person who signed the preceding Notice of Entry Into Land Disposition Agreement and Memorandum of Sale in my presence and who swore or affirmed to me that he/she signed the foregoing Notice of Entry Into Land Disposition Agreement and Memorandum of Sale voluntarily for its stated purposes, as Town Manager for the Town of Hingham, as the voluntary act of the Town of Hingham.

Notary Public –
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Plymouth, ss.

_____, 2026

Then personally appeared the above named Jack Falvey, Chairman of the Hingham Affordable Housing Trust Fund proved to me through satisfactory evidence of identification, which was ☐ personal knowledge of identity, or ☐ current government-issued document bearing his/her photograph and signature, or ☐ affirmation of a credible witness unaffected by the foregoing instrument, who is personally known to me and who personally knows Jack Falvey, to be the person who signed the preceding Notice of Entry Into Land Disposition Agreement and Memorandum of Sale in my presence and who swore or affirmed to me that he/she signed the foregoing Notice of Entry Into Land Disposition Agreement and Memorandum of Sale voluntarily for its stated purposes, as Chairman of the Hingham Affordable Housing Trust Fund, as the voluntary act of the Hingham Affordable Housing Trust Fund.

Notary Public –
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Plymouth, ss.

_____, 2026

Then personally appeared the above named _____ as
_____ of _____ proved to me through satisfactory
evidence of identification, which was ☐ personal knowledge of identity, or ☐ current government-issued
document bearing his/her photograph and signature, or ☐ affirmation of a credible witness unaffected by
the foregoing instrument, who is personally known to me and who personally knows
_____, to be the person who signed the preceding Notice of Entry Into Land Disposition
Agreement and Memorandum of Sale in my presence and who swore or affirmed to me that the contents of
the Affidavit are truthful and accurate to the best of his/her knowledge and belief and acknowledged to me
that he/she signed the foregoing Notice of Entry Into Land Disposition Agreement and Memorandum of
Sale voluntarily for its stated purposes, as _____ of _____.

Notary Public –
My commission expires:

SAMPLE

EXHIBIT R

Use

Some information contained in this document refers to federal income tax deductions. Nothing contained herein shall be construed as legal advice for those seeking federal income tax deductions. Anyone seeking a federal income tax deduction is encouraged to seek legal counsel and other professional assistance.

Italics indicate guidance to drafter

[plain text in brackets is optional or alternate language]

****NOTE TO DRAFTER:** Please use track changes and comments to show and explain deviations from the Model CR. This will be very helpful for the EEA CR Reviewer**

GRANTOR:

GRANTEE:

ADDRESS OF PREMISES:

FOR GRANTOR'S TITLE SEE: _____ County
Registry of Deeds at Book _____, Page _____.

GRANT OF CONSERVATION RESTRICTION

I. STATEMENT OF GRANT

[Enter Grantor name(s), marital status if applicable, _____, _____ (and state or country if not in MA)], being the [enter ownership – sole, joint, etc.] owner of the Premises as defined herein, constituting all of the owner(s) of the Premises as defined herein, for my 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 [enter grantee(s) legal name and address. If more than one Grantee, specify Primary Grantee and Secondary Grantee (see Paragraph III for further references to CRs with two grantees). If the Grantee is a municipality, insert name of municipality, acting by and through its Conservation Commission by authority of Section 8C of Chapter 40 of the Massachusetts General Laws, if Grantee is a Watershed Commission, then by authority of Section 41 of Chapter 40 of the Massachusetts General Laws, or if held by another government body then it must be eligible to hold a CR and add citation to the relevant statutory authority.], their permitted successors and assigns (“Grantee”), for [enter the amount of the consideration or enter “for nominal consideration” or “for charitable consideration as this conveyance is to be considered and characterized as a gift [in accordance with 26 U.S.C. Section 170(h)]” but DO NOT use “and other valuable consideration”], IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on land located in [Name of City or Town] containing [Enter either: “the entirety of a XX-acre parcel of land” OR “a XX-acre portion of a XX-acre property”] (“Premises”), which Premises is

more particularly described in Exhibit A¹ and shown in the attached reduced copy of a survey plan in Exhibit B², both of which are incorporated herein and attached hereto. *[Use the following sentence if the CR has two Grantees: As used herein, the terms “Grantee” and “Grantees” shall refer to the Primary Grantee and the Secondary Grantee collectively.]*

The [fee interest in the Premises *or* 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 [enter municipality name] Town Meeting [or City Council Meeting] held on [enter date of Town Meeting or City Council Meeting that authorized use of CPA funds], 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 fee interest in the Premises, and therefore the management of the Premises, is under the care, custody, and control of the Conservation Commission of the City/Town of _____.

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, if applicable, choose which may apply, and available for agricultural use, forestry use, passive outdoor recreational use, or community park use*], and to prevent any use or change that would materially impair the Conservation Values (as defined below).

[Choose from below, if applicable, for CRs connected with state or federal funding, permits, etc]

[Permit Requirement] This Conservation Restriction is required by [Describe all permits by issuing agency and permit number and recording information and a brief description of the permitted activity or project, i.e., commercial development, subdivision, etc.]

[LAND Grant] The [fee interest in the Premises *or* Conservation Restriction] was acquired utilizing, in part, assistance from the Local Acquisitions for Natural Diversity (LAND) program pursuant to Section 11 of Chapter 132A of the Massachusetts General Laws and Section 2A of Chapter 286 of the Acts of 2014, and therefore the Premises is subject to a LAND Grant Project Agreement (“Project Agreement”) recorded at the [enter proper name] Registry of Deeds in Book _____ Page _____.

[Conservation Partnership] The [fee interest in the Premises *or* Conservation Restriction] was acquired utilizing, in part, assistance from the Conservation Partnership program which requires,

¹ The Legal Description of a CR must contain metes and bounds measurements pursuant to MGL c. 184 s. 26(c) – this requirement can be satisfied with a narrative metes and bounds description OR with a reference to a recorded plan that contains metes and bounds measurements. When using a plan, identify the following: the name or label for the pertinent parcel or CR area, the title of the plan, etc.

² If a recorded plan is being used as the legal description, attach a reduced copy of the recorded plan in Exhibit B. The CR area and any excluded areas or building envelopes must be clearly marked.

pursuant to Section 2A of Chapter 286 of the Acts of 2014, the conveyance of this Conservation Restriction.

[Landscape Partnership] The [fee interest in the Premises *or* Conservation Restriction] was acquired utilizing, in part, assistance from the Landscape Partnership program pursuant to Section 2A of Chapter 286 of the Acts of 2014 (the “Landscape Partnership Grant”), and therefore the Premises is subject to a Landscape Partnership Grant Program Project Agreement (“Project Agreement”) recorded at the [enter county] County Registry of Deeds at Book _____ Page _____.

[PARC] The [fee interest in the Premises *or* Conservation Restriction] was acquired utilizing, in part, assistance from the Parkland Acquisitions and Renovations for Communities (PARC) program pursuant to Section 2A of Chapter 286 of the Acts of 2014, and therefore the Premises is subject to a Project Agreement (“PARC Project Agreement”) recorded at the [enter county] County Registry of Deeds at Book _____ Page _____.

[Drinking Water Supply Protection Program] The [fee interest in the Premises *or* Conservation Restriction] was acquired utilizing, in part, assistance from the Drinking Water Supply Protection program, pursuant to Chapter 312 of the Acts of 2008, § 2A, 2200-7017 and therefore the Premises is subject to a Project Agreement recorded with [enter county] Registry of Deeds at Book _____, Page _____.

[Land and Water Conservation Fund] The [fee interest in the Premises *or* Conservation Restriction] was acquired utilizing, in part, assistance from the National Park Service Land and Water Conservation Fund (L&WCF), authorized by the Land and Water Conservation Fund Act of 1965, Stat. 897 (1964), Public Law 88-578, as it may be amended, such assistance described under Project Agreement Number # _____, recorded at the [enter county] Registry of Deeds at Book _____ Page _____.

[Conservation Land Tax Credit] The [fee interest in the Premises *or* Conservation Restriction] was acquired utilizing, in part, the Conversation Land Tax Credit Program authorized under the Chapter 509 Acts of 2008 Sections 1-4 as amended by Chapter 409 Acts of 2010 Sections 4-13 of the Massachusetts General Court.

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

[Use the examples listed below that apply to the Premises and adapt them to the specific conditions of the Premises and add other Conservation Values not stated below as applicable. Provide detailed information rather than broad generalities. The Conservation Values should sufficiently describe the features of the Premises that necessitate its permanent protection and that provide a significant public benefit.]

- **Open Space.** The Premises contributes to the protection of the scenic and natural character of _____ and the protection of the Premises will enhance the open-space value of these and nearby lands. The Premises abuts land already conserved, including [If

applicable, list abutting or nearby lands already conserved, e.g., ‘the 12,455 acre Mount Greylock State Reservation’]

- **Floodplain.** The *[Enter ‘majority’ or acreage or ‘a portion of’, as applicable]* of the Premises lies within the 100-year floodplain of the *[Enter the name of the river/stream/water body and reference the data source]*. The protection of this floodplain will ensure the continued availability of this flood storage during major storm events.
- **Soils and Soil Health.** The Premises includes _____ *[Enter acreage or ‘a majority of’ or ‘a portion of’ as preferred]* of *[Enter all Farm and Forest Land soil types that apply, e.g., Prime Farmland, Farmland of Unique Importance, Farmland of Statewide Importance, Prime Forest Land, Forest Land of Statewide Importance, Forest Land of Local Importance, etc. Use Mass GIS’ OLIVER to explore these soil types - http://maps.massgis.state.ma.us/map_ol/oliver.php]* 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.
- **Wildlife Habitat.** The Premises includes areas designated by the MA Division of Fisheries and Wildlife acting by and through its Natural Heritage and Endangered Species Program (NHESP) as “Priority Habitats of Rare and Endangered Species”, the protection of which aligns with NHESP’s wildlife and habitat protection objectives. *[Look for other NHESP characteristics, such as vernal pools, potential habitat, and natural communities]*
- **Public Access.** Public access to the Premises will be allowed for *[Enter activities, e.g., passive outdoor recreation, education, nature study. Also explain here how the Premises connects with other Public Access opportunities, if applicable. E.g., ‘The Premises will permanently conserve 1.3 miles of the Bay Circuit Trail & Greenway, a 230-mile trail that connects 37 towns in the Greater Boston area from Plum Island to Kingston Bay and provides close-to-home multi-use recreational opportunities for millions of Massachusetts residents.’]*
- **Biodiversity.** The Premises includes areas designated as *[Enter here the components of BioMap2 that overlap with the Premises, e.g., Core Habitat, Critical Natural Landscape, - <http://maps.massgis.state.ma.us/dfg/biomap2.htm>]*, as defined by the Massachusetts Natural Heritage and Endangered Species Program. BioMap2, published in 2010, was designed to guide strategic biodiversity conservation in Massachusetts over the next decade by focusing land protection and stewardship on the areas that are most critical for ensuring the long-term persistence of rare and other native species and their habitats, exemplary natural communities, and a diversity of ecosystems. BioMap2 is also designed to include the habitats and species of conservation concern identified in the State Wildlife Action Plan.
- **Habitat Connectivity and Ecosystem Integrity.** The Premises includes areas identified by the UMass Conservation Assessment and Prioritization System (CAPS) as *[Describe here*

the CAPS designation – <https://www.umass.edu/landeco/research/caps/data/iei/iei.html>]. CAPS measures the ecosystem integrity of land and can be used to demonstrate the value of land as having outstanding unfragmented habitat value

- **Water Quality.** *[Explain here how protection of the Premises will maintain or improve water quality on the Premises or in a connected water body. E.g., ‘Protection of a Forest Conservation area or other large, forested landscape can help maintain water quality for public drinking water; protection of a riparian corridor can help maintain water quality critical to fish and water fisheries’];*
- **Wetlands.** *The [Enter type of wetland] wetlands on the Premises 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).*
- **Indigenous Cultural Landscape.** *Explain here how the protection of the Premises ensures protection of an area important to Indigenous cultural heritage. E.g., “The Premises is identified by _____ as an Indigenous cultural landscape with attributes relevant to the intrinsic values of contemporary Indigenous communities within the Commonwealth of Massachusetts.*
- **Working Farmland and/or Forest Land.** *The protection of the Premises will ensure that the open fields and forests contained on the Premises will be permanently available for agriculture and forestry that is consistent with the Purposes.*
- **Climate Change Resiliency.** *The Premises is identified as an area of _____ [average, slightly above average, above average, far above average] Terrestrial [or Coastal, as applicable] Resilience according to The Nature Conservancy’s (TNC) Resilient Land Mapping Tool, including _____ Landscape Diversity and _____ Local Connectedness. TNC’s Resilient Land Mapping Tool was developed in order to map ‘climate-resilient’ sites that are ‘more likely to sustain native plants, animals, and natural processes into the future.’ The protection of these climate resilient sites is an important step in both reducing human and ecosystem vulnerability to climate change and adapting to changing conditions. [Link to TNC’s Resilient Land Mapping Tool: <http://maps.tnc.org/resilientland/>]*
 - Also see the UMass Amherst I-CARES model, which may be used to demonstrate significant climate resilience for reducing heat islands and flooding.
- **Consistency with Clearly Delineated Federal, State, or Local Governmental Conservation Policy.** *[Explain here how protection of the Premises advances a governmental policy regarding conservation of natural resources, such as the State Wildlife Action Plan, the Statewide Comprehensive Outdoor Recreation Plan, a local Comprehensive or Open Space and Recreation Plan, or any other federal, state, or local governmental conservation policy, report, etc. This is where CRs commonly cite the IRS definitions of ‘conservation*

purposes' found at 26 CFR 1.170A-14(d)(1), or other IRS definitions regarding 'qualified conservation contributions' found at 26 CFR 1.170A-14.]

- **Heritage Landscape Inventory.** The Premises is located within a Massachusetts Department of Conservation and Recreation (DCR) *[Insert here 'Agricultural', 'Archaeological', 'Civic', etc.]* Heritage Landscape, as determined by the DCR Heritage Landscape Inventory of 2012. Heritage Landscapes are vital to the history, character, and quality of life of communities. Heritage landscapes are the result of human interaction with the natural resources of an area, which influence the use and development of land and contain both natural and cultural resources, such as cemeteries, parks, estates, and agricultural properties.

[Explore heritage landscapes here: <http://maps.massgis.state.ma.us/dcr/hli/>]

- **Historic and Archaeological Resources.** Conservation and appropriate management of the Premises has an important public benefit by preserving historic and archeological resources within the Premises. *[Consult with the Massachusetts Historical Commission for specific information to include in this stipulation.]*
- **Water Supply.** The Premises includes [Zone I, II Wellhead Protection Areas, Zone A, B, C Surface Water Supply Protection Areas— as identified by the MA Department of Environmental Protection], the protection of which is critical to maintaining the public drinking water supply.
- *[Add any other applicable conservation values that the Cite will help to protect]*

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;
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 other parcel;
10. Adverse Impacts to Stone Walls, Boundary Markers. *[, delete, or edit, if applicable]* Disrupting, removing, or destroying stone walls, granite fence posts, or any other boundary markers;
11. *[Add any other prohibited acts or uses on the Premises;]*
12. Residential or Industrial Uses. Using the Premises for residential or industrial purposes;
13. 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.

[Add, delete, or edit any acts or uses the Grantor wishes to engage in or permit and provide comments in the margins explaining the intention behind such addition(s), deletion(s), and/or edit(s).]

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. *[Add fact specific limitations as needed, such as wetland setbacks];*
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. Indigenous Cultural Practices. *[With prior written notice or approval of the Grantee],* allowing indigenous peoples to:
 - a. Conduct cultural land ceremonial uses. Cultural practices are defined, for the purposes of this Conservation Restriction, as including traditional spiritual ceremonies, seasonal celebrations, offerings, and cultural, educational, and interpretive programming; and
 - b. Harvest plant-life for traditional cultural practices, using methods which, in the sole judgment of the Grantee, ensure sustainable populations of the harvested species within the Premises, including regrowth and replanting; *[in some areas there are published lists, so this could be added: Plants and plant materials that may be removed include those referenced in _____.]*
6. Archaeological Investigations. Conducting archaeological activities, including without limitation archaeological research, surveys, excavation and artifact retrieval, but only in accordance with an archaeological field investigation plan, which plan shall also address restoration following completion of the archaeological investigation, prepared by or on behalf of the Grantor and approved in advance of such activity, in writing, by

the Massachusetts Historical Commission State Archaeologist (or appropriate successor official) and by the Grantee. A copy of the results of any such investigation on the Premises is to be provided to the Grantee;

7. Trails. Maintaining and constructing trails as follows:

- a. Trail Maintenance. Conducting routine maintenance of trails, which may include widening trail corridors up to X (X) feet in width overall, with a treadway up to Y (Y) feet in width. *[drafters are encouraged to review professional guidance for appropriate trail and treadway widths, such as AMC's or DCR's guidance.]*
- 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;

8. 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;

9. 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 as otherwise permitted herein]. [Add references to other Permitted Acts and Uses for which motorized vehicles may be used, such as Forest Management, Agricultural Activities, etc.]*

10. Outdoor Passive Recreational and Educational Activities. Fishing, canoeing and other non-motorized boating, swimming, hunting, trapping *[delete if hunting is to be prohibited or clarify whether Grantor reserves right unto him/herself and/or that hunting may only be allowed with express permission of the Grantor], [include, delete from, or supplement the following list]* 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 educational activities;

11. Forest Management. *[If the CR is to allow harvest of forest products, and other forest management activities that exceed the scope of those described in sub-paragraph (c), include sub-paragraphs (a) and (b) below, otherwise delete (a) and (b) and allow (c) to stand alone]*

- 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 Grantee, 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.
- c. Harvesting For Personal Use. The sustainable cutting of trees only for the Grantor’s personal use, not to exceed xxx board feet [*consider property-specific advice from forester*] or XX cords [*consider 0.5 cords/acre/year*] or equivalent volume, shall not require a Forestry Plan provided that any such cutting complies with the Forestry BMPs.

12. 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 from the Grantee for the following improvements:
 - 1. Wells, including but not limited to artesian wells, and any irrigation structures that require subsurface installation;
 - 2. *[List any other specific structures that need prior approval. All wells for permanent structures must receive prior written approval]*
 - iii. The following improvements are permitted without prior approval from the Grantee:
 - 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;
 - 2. *[List any other improvements that don't require prior approval]*
- 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 Grantee, 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.

13. Green Energy. With prior written approval of the Grantee, 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 Grantee 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. Special Use Area. For CRs with residential areas or other special use areas, insert this and continue lettering below for Site Restoration at “D”. Special use areas must be in fixed locations and must be described either by metes and bounds, shown on a recorded plan, or shown on a sketch map. Consider adding language to the Purpose paragraph to explain the importance of including a Special Use Area in the CR, and to explain how the location of such Special Use Area and the activities allowed within it will not materially impair the Conservation Values.]

The Grantor reserves the right to conduct or permit the following activities and uses only within the area shown on the Plan as “_____” in addition to the Permitted Acts and Uses described in Paragraph III.B., and otherwise subject to this Conservation Restriction:

1. Using, maintaining, repairing, and replacing the existing single-family dwelling, as documented in the Baseline Report, with the same footprint at grade of _____ square feet and a maximum height of any part of the dwelling of ____ feet, provided that there shall be no more than one (1) single-family dwelling at any one time within the Special Use Area [OR: The right to construct, use, repair, and replace one (1) single-family dwelling within the Special Use Area, such a dwelling not to exceed _____ square feet of footprint at grade and a maximum height of any part of the dwelling of ____ feet, provided that there shall be no more than one (1) single-family dwelling at any one time within the Residential Area];
2. Constructing, using, maintaining, repairing, improving, or replacing, the existing driveway, yard, parking area, well, and septic system (“Improvements”) but not to locate such Improvements outside of the Residential Area unless a qualified professional certifies in writing that there is no feasible location for any such improvement within the Special Use Area, such a finding not to consider financial feasibility, and the Grantee approves of any such Improvements to be located outside of the Special Use Area, and further provided that any of these Improvements serves only the permitted single family dwelling located within the Special Use Area.
3. *[Add, delete, or edit, any other additional permitted uses and activities allowed within the Special Use Area]*

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 Reserved Right requiring a permit, license or other approval from a public agency does not imply that the Grantee 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. *[Use this paragraph for CRs with 1 Grantee]* Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within sixty (60) days of receipt 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.

[Use this paragraph for CRs with 2 Grantees] 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. 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.

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

This Conservation Restriction does not grant any right of access to the general public and the Grantor retains its rights to prohibit access to the Premises by the general public.

OR

[Delete if public access is not being granted] 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.10. 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.10. 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 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 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

[This language to be used for a donated CR for which a deduction will be taken] Grantor and Grantee agree that the conveyance of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, 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 Grantee's property right as of the Effective Date (See Paragraph XII.) was determined to be ____ %. Such proportionate

value of the Grantee's property right shall remain constant. *[Drafter's alternative for the previous sentence in cases where a proportionate value for the CR is not established at the time of its recording: The proportionate value of the Grantee's property right is as of the Effective Date (See Paragraph XII.) and will be determined by an appraisal. Such proportionate value of the Grantee's property right shall remain constant.]*

[This language to be used for a CR for which NO deduction will be taken] Grantor and Grantee agree that the conveyance of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction bears to the value of the unrestricted Premises. The proportionate value of the Grantee's property right will be determined as of the date of termination, release, or extinguishment.

[This language to be used for a CR for which the Grantee is receiving no proportionate value] Grantor and Grantee agree that the conveyance of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, for the purpose of enforcing this Conservation Restriction, but does not entitle Grantee, upon extinguishment, release, or termination, to any proceeds received by the Grantor from the subsequent sale, exchange or involuntary conversion of the Premises. Any proceeds that result from any such extinguishment, release, or termination will be distributed only after complying with the terms of any gift, grant, or other funding requirements.

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 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 Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and 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 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 Grantee not less than twenty (20) days prior to the effective date of such transfer. *[If the Premises was acquired by a Land Trust or similar conservation organization with a Conservation Partnership grant, insert the following: Any transfers shall receive prior approval by Grantee to ensure that the Premises is transferred to a qualified conservation organization.]* 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 Grantee 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 Grantee shall, within thirty (30) [*60 days for municipalities unless otherwise agreed upon*] 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 Grantee agrees that it 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; or
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; or
6. alter or remove the provisions described in Paragraph VI (Termination/Release/Extinguishment); or
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/City of Name of Municipality] 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 Grantee 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: Name(s)
Address
Municipality, State, Zip code

To Grantee: Name
Address
Municipality, State, Zip code

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 Grantee 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 attests that there is no residence on or abutting the Premises (including areas excluded from the Premises) that is occupied or intended to be occupied as a principal residence by a spouse, former spouse, or children of the grantor, or a spouse, former spouse, or children of a beneficiary of the trust, if Premises is owned by a trust.

Or

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. Subordination

The Grantor shall record at the applicable registry of deeds or shall register in the applicable land court registry district simultaneously with this Conservation Restriction all documents necessary to subordinate any 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.

OR

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

[Use this paragraph for CRs with 1 Grantee] If 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 Grantee's 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.

[Use this paragraph for CRs with 2 Grantees] 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/City of Name of Municipality] Conservation Commission. If the [Town/City of Name of Municipality] 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/City of Name of Municipality] 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

Grantee Acceptance

Approval of Select Board or City Council and Mayor

[Enter any other applicable signatures or certifications]

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

[Applies to CPA purchases]

Exhibit C: Town or City Vote Authorizing the Use of CPA Funds

WITNESS my hand and seal this ____ day of _____, 2023,

_____, duly authorized
[Name of Grantor and Title if Grantor is corporate entity or Trust.]

THE COMMONWEALTH OF MASSACHUSETTS

County, ss:

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared _____, 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 s/he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

GRANT AND APPROVAL OF [TOWN] SELECT BOARD

[Use this signature page if Grantor is a Town]

We, the undersigned, being a majority of the Select Board of the [Town] of _____, Massachusetts, hereby certify that at a public meeting duly held on _____, 2023, the Select Board voted to approve in the public interest and grant the foregoing Conservation Restriction to [GRANTEE] pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws and do hereby approve in the public interest and grant the foregoing Conservation Restriction.

TOWN OF _____ SELECT BOARD:

THE COMMONWEALTH OF MASSACHUSETTS

_____ County, ss:

On this _____ day of _____, 2023, 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:

GRANT AND APPROVAL OF MAYOR OF CITY OF _____

[Use this signature page if Grantor is a City]

The undersigned, Mayor of the City of _____, Massachusetts, hereby approves in the public interest and grants the foregoing Conservation Restriction to [GRANTEE] pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

[Name], Mayor of the City of _____, duly authorized

THE COMMONWEALTH OF MASSACHUSETTS

County, ss:

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared _____, 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 s/he/they signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

[If Grantor is a Conservation Commission]

We, the undersigned, being a majority of the Conservation Commission of the [Town/City] of _____, Massachusetts, hereby certify that at a public meeting duly held on _____, 2023, the Conservation Commission voted to approve in the public interest and grant the foregoing Conservation Restriction to [GRANTEE] pursuant to Section 32 of Chapter 184 and Section 8C of Chapter 40 of the Massachusetts General Laws and do hereby approve in the public interest and grant the foregoing Conservation Restriction.

[TOWN/CITY] OF _____ CONSERVATION
COMMISSION:

THE COMMONWEALTH OF MASSACHUSETTS

_____ County, ss:

On this _____ day of _____, 2023, 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 [GRANTOR] was accepted by [GRANTEE] this _____ day of _____, 2023.

By: _____
[Enter name]

Its: _____, duly authorized

THE COMMONWEALTH OF MASSACHUSETTS

_____ County, ss:

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared _____, 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 s/he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

ACCEPTANCE OF [TOWN/CITY] OF _____ CONSERVATION
COMMISSION

We, the undersigned, being a majority of the Conservation Commission of the [Town/City] of _____, Massachusetts, hereby certify that at a public meeting duly held on _____, 2023, the Conservation Commission voted to approve and accept the foregoing Conservation Restriction from [GRANTOR] 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/CITY] OF _____
CONSERVATION COMMISSION:

THE COMMONWEALTH OF MASSACHUSETTS

County, ss:

On this _____ day of _____, 2023, 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 TOWN OF _____ SELECT BOARD

The undersigned, Chair of the Select Board of the Town of _____, hereby certifies that at a public meeting duly held on _____, 2023, the Select Board voted to approve the foregoing Conservation Restriction from [GRANTOR] to [GRANTEE] in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

[NAME], Chair of the Town of _____ Select Board, duly authorized

THE COMMONWEALTH OF MASSACHUSETTS

County, ss:

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared _____, 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, and acknowledged to me that they signed it voluntarily for its stated purpose as Select Board Member.

Notary Public
My Commission Expires:

APPROVAL OF TOWN OF _____ SELECT BOARD

We the undersigned, being a majority of the Select Board of the Town of _____, hereby certify that at a public meeting duly held on _____, 2021, the Select Board voted to approve the foregoing Conservation Restriction from [GRANTOR] to [GRANTEE] in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

TOWN OF [TOWN NAME] SELECT BOARD

THE COMMONWEALTH OF MASSACHUSETTS

_____ County, ss:

On this _____ day of _____, 2023, 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 MAYOR OF _____

The undersigned, Mayor of the City of _____, hereby approves the foregoing Conservation Restriction from [GRANTOR] to [GRANTEE] in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

[NAME], Mayor of the City of _____, duly authorized

THE COMMONWEALTH OF MASSACHUSETTS

County, ss:

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared _____ proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose as _____.

Notary Public
My Commission Expires:

APPROVAL OF _____ CITY COUNCIL

The undersigned, President of the City Council of the City of _____ hereby certifies that at a meeting duly held on _____, 2023 the City Council voted to approve the foregoing Conservation Restriction from [GRANTOR] to [GRANTEE] in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

[NAME], _____ City Council President, duly authorized

THE COMMONWEALTH OF MASSACHUSETTS

County, ss:

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification which was personal knowledge to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose as a City Counselor.

Notary Public
My Commission Expires:

APPROVAL OF _____ CITY COUNCIL

We, the undersigned, being a majority of the City Council of the City of _____ hereby certify that at a meeting duly held on _____, 2023, the City Council voted to approve the foregoing Conservation Restriction from [GRANTOR] to [GRANTEE] in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

CITY COUNCIL

THE COMMONWEALTH OF MASSACHUSETTS

County, ss:

On this _____ day of _____, 2023, 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 [*GRANTOR*] to [*GRANTEE*] in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

Dated: _____, 2023

Rebecca L. Pepper
Secretary of Energy and Environmental Affairs

THE COMMONWEALTH OF MASSACHUSETTS
SUFFOLK, ss:

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared Rebecca L. Pepper, 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

Legal Description of Premises

If you do not have a survey plan for the Premises, or if you choose to provide a written description in addition to the survey plan, insert that written description here.

ALL Building Envelopes and Exclusion areas MUST be defined by metes and bounds.

If providing a written metes and bounds description along with a survey plan, the written metes and bounds and those shown on the survey MUST match.

OR

If Exhibit B is a reduced copy of a survey plan and you will not provide a written metes and bounds description, follow the template provided below. This is the recommended option if you have a survey plan.]

Description of the Premises

The land in [TOWN/CITY, COUNTY], Massachusetts, containing _____ acres, +/-, shown as [Insert parcel name as given on plan, i.e., "Parcel A" or "Lot 10"] on a plan of land titled [Insert Plan Name], dated [Insert Plan Date], by [Insert Plan creator / professional land surveyor / company name, address], recorded at [Insert recording information].

EXHIBIT B

[Reduced Copy of OR Sketch] Plan of Premises

For official full size plan see [*enter County*] Registry of Deeds Plan Book _____ Page _____

[This plan/map must show the Premises. The CR area and any exclusions or building envelopes must be clearly labeled.]

If a party other than the PLS or other professional preparer of the Plan has added features (e.g., planned trails), this should be labeled as a 'Sketch Plan of Premises' and should clarify which features are not associated with the official copy.

If this is a copy of the full size plan that has not been altered in any way, then it should be labeled as a 'Reduced Copy of Plan of Premises'.]

SAMPLE

EXHIBIT S

**211 – 213 HOBART STREET, ASSESSORS' PARCEL NOS. 97-0-09 & 97-0-08
204 – 206 OLD HOBART STREET, ASSESSORS' PARCEL NOS. 97-0-04 & 97-0-07
HINGHAM, MASSACHUSETTS**

**RELEASE REGARDING PERSONAL PROPERTY AND
HAZARDOUS MATERIALS
("HOLD HARMLESS" AGREEMENT)**

The undersigned ("Buyer") acknowledges that the Town has informed them that it assumes no liability for the presence or release of hazardous materials on the property located at 211 – 213 Hobart Street, Hingham and 204 – 206 Old Hobart Street (the "Premises"). The Buyer acknowledges that the Town has informed them that title to any personal property remaining on the Premises does not pass as a result of the sale of the Premises. The Buyer has not relied upon any representations by the Town with respect to hazardous materials or any remaining personal property, except to the extent of this disclosure herein.

The Buyer further agrees and covenants with the Town of Hingham that they will at all times maintain the premises in conformity with the applicable environmental and sanitary Laws, Rules and Regulations as from time to time amended.

The Buyer hereby releases and holds harmless the Town of Hingham, its Treasurer, Tax Collector, Tax-Title Custodian, its Town Administrator, its Zoning Administrator, and its attorneys, including John D. Finnegan, Esq. and Hill Law, its elected or appointed officials, employees, agents, successors and assigns, from any liability and agrees to indemnify them against any loss or expense which they may incur from any liability arising out of: i) any hazardous materials that may be present on the Premises or for failure on the part of the Buyer to comply with any applicable environmental Laws, Rules and Regulations, including, but not limited to, the provisions of M.G.L. Chapters 21E, and 111 and the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), codified at 42 U.S.C. § 103; or ii) the Buyer's responsibilities relative to the personal property of any prior owner or occupant located on the Premises.

The parties hereto acknowledge receipt of a copy of this document.

Signed and sealed on this ____ day of _____, 2026.

Buyer Signature

Print Name