

CONSERVATION EASEMENT a/k/a CONSERVATION RESTRICTION
TO THE
COMMONWEALTH OF MASSACHUSETTS

The Inhabitants of the Town of Plymouth, with a business address of 11 Lincoln Street, Plymouth, Massachusetts 02360 [hereinafter the "Owner"], acting through their Selectmen pursuant to the authority set forth in M. G. L. Chapter 184 Sections 31-34, Chapter 268 of the Acts of 2002, and Plymouth Town Warrant Article 26 approved by the voters at the October 22, 2001 Plymouth Town Meeting, for consideration of less than \$100 hereby grant with QUITCLAIM COVENANTS to the Commonwealth of Massachusetts acting through its Department of Fish and Game of 251 Causeway Street, Suite 400, Boston, Suffolk County, Massachusetts 02114 [hereinafter the "Commonwealth"], in perpetuity and exclusively for conservation purposes consistent with the purposes of and subject to the legal protections afforded by Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, a conservation easement a/k/a conservation restriction having the terms and provisions set forth below [hereinafter the "Conservation Restriction"] on the lands in Plymouth, Plymouth County, Massachusetts, described in Exhibit A attached hereto and incorporated herein by this reference [hereinafter the "Premises"].

RETURN TO: MASS. FISH + WILDLIFE
251 CAUSEWAY STREET SUITE 400
BOSTON, MA 02114

Drew Road, Long Pond Road, Watercourse Road, + Rocky Pond Road, Plymouth, MA

The terms and provisions of the Conservation Restriction herein granted are as follows:

I. Purposes

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purposes of this Conservation Restriction are to assure that, while permitting the forestry and other uses described in Section III herein, the Premises will be retained in perpetuity predominantly in their natural, scenic, and open condition for fish and wildlife conservation, native habitat protection, management of forest resources for biodiversity protection as described in Section III herein, associated public outdoor recreation, and other conservation uses consistent with the spirit and intent of and subject to the protections of Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, and to prevent any use of the Premises that will significantly impair or interfere with the conservation values thereof.

The conservation and permanent protection of the Premises will yield a significant public benefit for the following reasons:

1) The Premises, commonly known as the Plymouth Town Forest, consist of approximately 296 acres of upland forest and associated wetlands located in the Town of Plymouth, Plymouth County, Massachusetts.

The Premises are part of the Great South Pond complex in Plymouth that represents one of the top three Natural Heritage and Endangered Species priority areas in Plymouth. This complex contains important habitats and natural communities such as coastal plain ponds that are important habitat areas for numerous state-listed rare species.

The Plymouth Town Forest and nearby lands have been documented to support northern red-bellied cooter (a federally endangered turtle) and 16 other

state-listed rare plants and animals and is BioMap Core Habitat for 24 rare species.

The Massachusetts Natural Heritage and Endangered Species Program has documented records for the following rare species on or very near the Town Forest and Great South Pond:

Common Name	Scientific Name	Type of Organism	State Status
Northern Red-bellied Cooter	<i>Pseudemys rubriventris</i> pop. 1	Turtle	Endangered, federally Endangered
New England Boneset	<i>Eupatorium leucolepis</i> var. <i>novae-angliae</i>	Plant	Endangered
Buchholz's Gray	<i>Hypomecis buchholzaria</i>	Moth	Endangered
Scarlet Bluet	<i>Enallagma pictum</i>	Damselfly	Threatened
Pine Barrens Bluet	<i>Enallagma recurvatum</i>	Damselfly	Threatened
Dwarf Bulrush	<i>Lipocarpa micrantha</i>	Plant	Threatened
Inundated Horned-Sedge	<i>Rhynchospora inundata</i>	Plant	Threatened
Short-beaked Bald-Sedge	<i>Rhynchospora nitens</i>	Plant	Threatened
Triangle Floater	<i>Alasmidonta undulata</i>	Mussel	Special Concern
Comet Darner	<i>Anax longipes</i>	Dragonfly	Special Concern
New England Bluet	<i>Enallagma laterale</i>	Damselfly	Special Concern
Tidewater Mucket	<i>Leptodea ochracea</i>	Mussel	Special Concern
Pondshore Knotweed	<i>Polygonum puritanorum</i>	Plant	Special Concern
Long-beaked Bald-Sedge	<i>Rhynchospora scirpoides</i>	Plant	Special Concern
Plymouth Gentian	<i>Sabatia kennedyana</i>	Plant	Special Concern
Terete Arrowhead	<i>Sagittaria teres</i>	Plant	Special Concern
Eastern Box Turtle	<i>Terrapene carolina</i>	Turtle	Special Concern

The Town Forest and Great South Pond are BioMap and Living Waters Core Habitat for most of the species above, plus those listed below:

Common Name	Scientific Name	Type of Organism	State Status
Persius Duskywing	<i>Erynnis persius persius</i>	Butterfly	Endangered
Buchholz's Gray	<i>Hypomecis buchholzaria</i>	Moth	Endangered

Common Name	Scientific Name	Type of Organism	State Status
Precious Underwing Moth	<i>Catocala pretiosa pretiosa</i>	Moth	Endangered
Barrens Daggermoth	<i>Acronicta albarufa</i>	Moth	Threatened
Melsheimer's Sack Bearer	<i>Cicinnus melsheimeri</i>	Moth	Threatened
Unexpected Cynia	<i>Cynia inopinatus</i>	Moth	Threatened
Pitcher Plant Borer Moth	<i>Papaipema appassionata</i>	Moth	Threatened
Water-Willow Stem Borer	<i>Papaipema sulphurata</i>	Moth	Threatened
Pine Barrens Zanclognatha	<i>Zanclognatha martha</i>	Moth	Threatened
Coastal Heathland Cutworm	<i>Abagrotis nefascia</i>	Moth	Special Concern
Spiny Oakworm	<i>Anisota stigma</i>	Moth	Special Concern
Coastal Plain Apamea Moth	<i>Apamea mixta</i>	Moth	Special Concern
Frosted Elfin	<i>Callophrys irus</i>	Moth	Special Concern
Gerhard's Underwing Moth	<i>Catocala herodias gerhardi</i>	Moth	Special Concern
Chain Dot Geometer	<i>Cingilia catenaria</i>	Moth	Special Concern
New England Bluet	<i>Enallagma laterale</i>	Damselfly	Special Concern
Barrens Buckmoth	<i>Hemileuca maia</i>	Moth	Special Concern
Pine Barrens Itame	<i>Itame</i> sp. 1 nr. <i>inextricata</i>	Moth	Special Concern
Pale Green Pinion Moth	<i>Lithophane viridipallens</i>	Moth	Special Concern
Coastal Swamp Metarranthis Moth	<i>Metarranthis pilosaria</i>	Moth	Special Concern
Pink Sallow	<i>Psectraglaea carnosa</i>	Moth	Special Concern
Spartina Borer Moth	<i>Spartiniphaga inops</i>	Moth	Special Concern
Pine Barrens Zale	<i>Zale</i> sp. 1 nr. <i>lunifera</i>	Moth	Special Concern

2) The Premises abut Cooks Pond, Harlow Pond, South Triangle Pond, Little South Pond, and Great South Pond in Plymouth and contain high-quality coastal plain pond natural communities which are a rare and precious natural resource in Massachusetts. These coastal plain pond communities contain eight state-listed rare plants, six state-listed rare invertebrates, and two state-listed rare vertebrates, including the state-Endangered and federally Endangered

Northern Red-bellied Cooter. Of particular importance is that these four ponds are part of a larger complex of coastal plain ponds. The rare plants and animals endemic to coastal plain ponds need a number of coastal plain ponds nearby, to serve as sources for recolonization in case the population of a particular species goes extinct on a particular pond.

3) The Premises provide upland forest, stream and freshwater marsh habitat for native wildlife and plant communities, including many species of native plants, lichens, mammals, birds, fish, reptiles, amphibians, and invertebrates. The upland forest consists of mixed hardwoods and conifers interspersed with wooded swamps and pools. The forest habitat contains whitetail deer, wild turkey, snowshoe hare, ruffed grouse, porcupine, and many non-game species. The Pond complex and associated riparian habitats and wetlands provide habitat for fish, waterfowl, otter, mink, and other riparian species. The Premises also provide habitat for many unlisted reptile and amphibian species.

4) The Premises are located entirely within the Massachusetts Natural Heritage and Endangered Species Program's identified BioMap Core Habitat that "identifies those areas of Massachusetts most in need of protection to conserve biodiversity for generations to come".

5) The Premises are part of the watersheds of Little South Pond and Great South Pond, currently an emergency public water supply for the Town of Plymouth, and are within the Zone II recharge area for the Town of Plymouth public water supply wells located near Great South Pond and Little South Pond. Protection of the Premises as conservation land will help to protect this public water supply.

6) The 296-acre Premises abut or are near by 150 acres of protected conservation up land and 391 acres of ponds, including the Harlow/Cooks

Pond Natural Heritage Area and the South Triangle Natural Heritage Area, both owned by the Massachusetts Department of Fish and Game; the McNeil and Phillips Preserves and the Barnes Jenkins Hole Woodlot, all owned by the Wildlands Trust of Southeastern Massachusetts. The Premises and these protected conservation lands are part of a larger protected conservation land area that includes the nearby 15,000-acre Myles Standish State Forest owned by the Massachusetts Department of Conservation and Recreation. These 15,550 acres of conservation land are an important and valuable public resource in an area where residential development is rapidly destroying the remaining open space. The preservation of the Premises, by prohibiting alterations to the natural character thereof, will further protect and enhance the area's scenic and open space attributes and the recreational, human enjoyment, and ecological value of these 296 acres of conservation land.

Owner and the Commonwealth agree that the specific conservation values of the Premises shall be documented in a report on file with Owner and the Commonwealth and incorporated herein by this reference [hereinafter the "Baseline Documentation Report"]. This Report shall consist of documentation which the Owner and the Commonwealth agree provides, collectively, an accurate representation of the condition and the conservation values of the Premises at the time this grant of Conservation Restriction is recorded and which is intended to serve as an objective baseline for monitoring compliance with the terms of this Conservation Restriction.

II. Prohibited Acts and Uses

In order to carry out the purposes set forth in Section I above, the Premises will at all times be held, used, and conveyed subject to the following restrictions and Section III Permitted Uses, and Owner and Owner's successors

and assigns will not perform or permit the following acts or uses on, over, or under the Premises except as permitted by Section III Permitted Uses:

(1) Constructing or placing of any dwelling, building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, parking area (“parking area” to include the conversion of any log landing, the construction or enhancement of any turn-out and any clearing along public ways or other activity to facilitate parking, except as allowed under Section III or IV), sign, billboard or other advertising display, utility or communication pole or tower, conduit, line, fence, barrier, wall, septic system, or any other temporary or permanent structure or facility on, above or under the Premises.

(2) Mining, excavating, dredging or removing from the Premises soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposits.

(3) Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, or any other substance or material whatsoever, including but not limited to the installation of underground storage tanks.

(4) Activities detrimental to drainage, flood control, water conservation, erosion control, or soil conservation.

(5) The use of automobiles, trucks, motorcycles, motorized trail bikes, all-terrain vehicles, snowmobiles, or any other motorized vehicles except a) on public roads and on private and other roads officially maintained by Owner as public ways, b) pursuant to legal rights set forth in rights-of-way, easements and other rights of record or otherwise previously established by law of individuals, entities and the public to use the ways, cart paths, woods roads and driveways on the Premises for vehicular access, d) for maintenance or repair of legally existing ways, utilities, structures, cart paths, woods roads and driveways on the Premises, and c) for handicap access.

(6) The improvement, widening, paving, and similar alteration of the roads, ways, cart paths, woods roads, and driveways on the Premises and the installation and use of any utility infrastructure on said Premises except as authorized in Sections III(1), III(10) and III(11) herein and pursuant to legal rights set forth in rights-of-way, easements and other rights of record or otherwise previously established by law of individuals and/or entities to use the ways, cart paths, woods roads and driveways for vehicular access and utilities.

(7) Removal or destruction of trees, shrubs, or any other vegetation thereon.

(8) Any commercial, industrial, residential, or institutional use.

(9) The storage of pesticides, herbicides, insecticides, fungicides, or other chemicals on the Premises.

(10) The application of pesticides, herbicides, insecticides, fungicides, or other chemicals on the Premises except by licensed applicators in strict compliance with all existing state and federal laws and regulations, including but not limited to those administered by the Pesticide Bureau of the Massachusetts Department of Food & Agriculture and after written notice provided to the Commonwealth at least 5 days prior to application.

(11) No alteration, depletion or extraction of surface water, natural watercourses, lakes, ponds, marshes, subsurface water or any other waterbodies on the Property, except a) in the event that Great South Pond and/or Little South Pond are declared by the Commonwealth of Massachusetts Department of Environmental Protection [DEP] pursuant to then-applicable DEP Drinking Water Supply Regulations to be active public drinking water supplies, b) in order to prevent overtopping of the pond banks through management of the water structure at the existing pier on Little South Pond, c) pursuant to legal rights set forth in rights of record or otherwise previously established by law of

individuals, entities and the public to use the water on the Premises, or d) consistent with use, maintenance and improvements to the existing public water supply drinking wells located on the Premises.

(12) Any other uses of or activities on the Premises which would be inconsistent with the purposes of this Conservation Restriction or detrimental to the conservation interests which are the subject of this Conservation Restriction as determined in writing by the Commonwealth.

(13) Conveyance of a part or portion of the Premises alone (as compared to conveyance of the Premises in its entirety which shall be permitted), or division or subdivision of the Premises, without the prior written consent of the Commonwealth.

(14) Use of the Premises or any portion thereof to satisfy zoning requirements or to seek variances therefrom for development purposes.

(15) The installation and maintenance of groundwater extraction wells and associated equipment and pipelines and similar equipment for use in extracting groundwater, collecting surface water, and/or transporting said water, except a) in the event that Great South Pond and/or Little South Pond are declared by the Commonwealth of Massachusetts Department of Environmental Protection [DEP] pursuant to then-applicable DEP Drinking Water Supply Regulations to be active public drinking water supplies, b) in order to prevent overtopping of the pond banks through management of the water structure at the existing pier on Little South Pond, c) pursuant to legal rights set forth in rights of record or otherwise previously established by law of individuals, entities and the public to use the water on the Premises, or d) consistent with use, maintenance and improvements to the existing public water supply drinking wells located on the Premises.

(16) The planting, release, cultivation, maintenance, or other activity that would result in the introduction, establishment, and/or enhancement of plant, animal, or other species that are not native to the Commonwealth of Massachusetts.

III. Permitted Uses

Notwithstanding anything contained in Sections I & II, the following acts and uses by Owner and Owner's successors and assigns are permitted but only to the extent such acts and uses do not materially impair the purposes of this Conservation Restriction.

(1) Maintenance by the Owner and/or its successors, assigns and/or contractors of existing ways, woods roads, cart paths, driveways, bridges, culverts, fences, gates, and stone walls, the construction and maintenance of gates, stone barriers, and small parking areas, and the removal of all trash and debris thereon. Said ways and woods roads shall remain as unimproved and rural in nature as possible and shall not be widened, improved, or expanded beyond their present condition, except:

- a) pursuant to legal rights set forth in rights-of-way, easements and other rights of record or otherwise previously established by law of individuals, entities and the public to use the ways, cart paths, woods roads and driveways on the Premises for vehicular access;
- b) Drew Road and the access drive to the two existing Town wells may be widened, improved, or expanded beyond their present condition, provided that Owner follow the notification process as described in Article VIII below and further provided that Owner has demonstrated to the satisfaction of the Commonwealth, said approval not to be unreasonably withheld, that said improvements are necessary for public safety and have incorporated best

management practices roadway design standards that protect the rural character and natural resources of the Town Forest; and

c) construction of one or more small parking areas at the approximate locations along Drew Road shown on the map attached as Exhibit C to provide vehicular parking for public access to the premises, including the location near the pier on Little South Pond to provide vehicular parking for car-top boating and shore-line fishing use by the public.

The present condition of said ways, woods roads, and cart paths and proposed maintenance and construction activities thereon shall a) be described in one or more Town Forest Woods Road Maintenance Plan(s) or in an approved Forest Management Plan pursuant to subsection (4) below, b) be subject to the Forest Management Standards set forth in Exhibit B attached as applicable, and c) not impair the purposes of this Conservation Restriction nor materially prevent the preservation of the significant conservation values of the Plymouth Town Forest protected hereunder. Said Plan(s) shall describe in detail the proposed maintenance and construction activities and the reasons why said activities are consistent with the purposes and requirements of this Conservation Restriction and do not impair said purposes nor materially prevent the preservation of the significant conservation values of the Premises protected hereunder, and must be approved by the Commonwealth.

Cooks Pond Road may be maintained in its current condition but shall never be widened, graveled, or otherwise improved except in accordance with the rights of those legally entitled thereto, if any.

Said ways, cart paths, woods roads and driveways other than Cooks Pond Road may be graveled but not paved with impervious materials such as concrete and asphalt and shall remain in the existing traveled roadway and not be widened

or expanded except as authorized by the Commonwealth in said Plan(s) and as described in III(1) herein.

(2) Recreational use of the property by Owner, Owner's invitees and the general public for passive outdoor recreational activities such as cross-country skiing, cross-country running, hiking, hunting, fishing, horseback riding, wildlife observation, and similar outdoor recreational activities not inconsistent with the purposes of this Conservation Restriction.

(3) The construction, maintenance, repair, marking and identifying with signs, and use of non-paved trails for the above permitted recreational activities, and the periodic use following written notification to the Commonwealth of motorized vehicles for the purpose of maintaining such trails.

(4) The commercial cultivation and harvest of forest products in accordance with Massachusetts forest management and conservation regulations as may be promulgated from time to time and as authorized by a Chapter 132 Forest Cutting Plan approved by a State Forester and the Commonwealth. All forest cultivation and harvest activities shall be carried out in accordance with a) all required best management practices and recommended guidelines in the Massachusetts Forestry Best Management Practices Manual (Kittredge & Parker, 1996) and subsequent versions if approved by the Commonwealth, and b) the Forest Management Standards described in Exhibit B attached.

Within 3 years of the date this Conservation Restriction is recorded in the Plymouth County Registry of Deeds and before any harvest of forest products occurs on the Premises, Owner shall prepare a Forest Management Plan such as a Chapter 61 Forestry Plan and/or a Forest Stewardship Plan covering a period of at least 10 years, which Plan shall a) be authored by a Certified Forester certified through the Society of American Foresters or a Massachusetts licensed Forester licensed through the Massachusetts Department of Conservation and Recreation,

b) incorporate and apply the required best management practices and recommended guidelines in the Massachusetts Forestry Best Management Practices Manual (Kittredge & Parker, 1996) and subsequent versions if approved by the Commonwealth and the Forest Management Standards described in Exhibit B attached, and c) describe the design, location, and details of construction of any proposed relocation or construction of improvements referenced in Section III(1). Owner shall update said Plan at least every ten years thereafter.

Immediately upon completion of the initial or an updated Forest Management Plan, Owner shall submit a copy thereof to the Commonwealth for review by a Division of Fisheries & Wildlife Forester and by the Natural Heritage & Endangered Species Program. The Commonwealth shall within 20 business days of submittal review the Forest Management Plan and/or any revisions thereof for compliance with the purposes of this Conservation Restriction and the required best management practices and recommended guidelines of the Massachusetts Forestry Best Management Practices Manual (Kittredge & Parker, 1996) and subsequent versions if approved by the Commonwealth, and the Forest Management Standards described in Exhibit B attached, and said Plan shall be subject to Commonwealth approval for compliance with all terms of this Conservation Restriction, said approval not to be unreasonably withheld. Owner shall conduct only those activities consistent with and authorized by the Forest Management Plan.

Any Forest Cutting Plan must be submitted to a) the State Forester in conformance with Chapter 132, and b) the Commonwealth for review by a Division of Fisheries & Wildlife Forester and the Natural Heritage & Endangered Species Program at least 20 business days prior to any forestry activities being carried out on the Premises. The Commonwealth shall within 20 business days of

submittal review the Forest Cutting Plan for compliance with the purposes of this Conservation Restriction, the Forest Management Plan described above, and the required best management practices and recommended guidelines of the Massachusetts Forestry Best Management Practices Manual (Kittredge & Parker, 1996) and subsequent versions if approved by the Commonwealth and the Forest Management Standards described in Exhibit B attached, and said Plan shall be subject to Commonwealth approval for compliance with all terms of this Conservation Restriction, said approval not to be unreasonably withheld. Owner shall conduct only those activities consistent with and authorized by an approved Forest Cutting Plan.

Forest management activities carried out by Owner in compliance with Section III(4) herein shall be deemed by the Commonwealth to not materially impair the purposes of this Conservation Restriction.

(5) Removal of gravel from sites on the Premises for use on the Premises for activities and purposes expressly authorized herein and in the approved Forest Management Plan such as improvements to existing woods roads on the Premises, provided Owner a) uses adequate erosion control measures, and b) restores to a natural condition all areas from which said gravel is removed to the satisfaction of the Commonwealth. The restoration of the gravel area to its natural condition shall include but not necessarily be limited to the grading of cut banks to a natural angle of repose, the respreading of topsoil over the disturbed area, the stabilization of said area against erosion, and the revegetation of the disturbed area with native plant species. Any topsoil removed in said activities shall be stockpiled to be used in restoration of the gravel removal site. No gravel or topsoil shall be removed from the Premises.

(6) Cutting, pruning, mowing and removal of trees, shrubs, and other vegetation to (a) remove hazards, diseased trees, or insect damage, (b) pursuant to

the approved Forest Cutting Plan and approved Forest Management Plan, and (c) pursuant to recognized agricultural and horticultural practices approved in writing by the Commonwealth.

(7) The use of motorized vehicles for a) activities authorized under Sections III and IV, b) as required by Owner and the Commonwealth to carry out its duties, rights, and responsibilities under this Conservation Restriction, and c) as required by the police, firemen, or other governmental agents in carrying out their lawful duties.

(8) The control, management, and eradication of species not native to Massachusetts, particularly those species commonly identified as invasive species, under a Non-Native Species Control Plan approved by the Commonwealth.

(9) The stocking of sport wildlife and fish species such as pheasants and trout for recreational purposes under a Sport Species Stocking Plan approved by the Commonwealth.

(10) Construction, reconstruction, improvement, paving, grading, re-grading, alteration, relocation and maintenance of Rocky Pond Road a/k/a South Pond Road a/k/a Watercourse Road and of Long Pond Road, including the installation of utility lines, and the installation, repair, replacement and maintenance of storm water drainage appurtenances along those portions of said Roads abutting the Premises, which are associated solely with the maintenance and improvement of said Roads. Collectively, the work described in the preceding sentence shall be known as "Construction." This Construction shall take place only within the existing traveled roadway or, as necessary, in a zone extending to a maximum of seventy-five (75) feet from the centerline of the existing traveled roadway of Long Pond Road and forty (40) feet from the existing centerline of Rocky Pond Road a/k/a South Pond Road a/k/a

Watercourse Road and shall not impair the purposes of this Conservation Restriction nor materially prevent the preservation of significant conservation values, as determined by the Commonwealth. The paved width of said Roads shall not at any time exceed twenty-six (26) feet. Owner shall provide the Commonwealth with 60 days notice prior to the commencement of any construction under this paragraph and modify said proposal as deemed necessary by the Commonwealth to safeguard the purposes of this Conservation restriction as set forth above.

(11) The maintenance and repair of existing water control structures, including but not limited to the structure and pier on Little South Pond and the aqueduct between Great South Pond and Little South Pond.

(12) The maintenance and repair of existing groundwater extraction well(s) and associated buildings, structures, pumps, pipes, wells, utilities, roads, drainage systems, and other infrastructure necessary to extract and make available said groundwater by Owner and Owner's successors and assigns, provided that a) any such activities shall be conducted in accordance with best management practices for public water supply extraction, and b) a detailed Water Management Plan for such activities shall be submitted to the Commonwealth for review and approval that demonstrates that said activities will not have a detrimental effect on the natural resources on the Premises, including but not limited to watercourses and wetlands on the Premises, or be otherwise inconsistent with the purposes of this Conservation Restriction. All said activities shall be in full compliance with all applicable federal, state, and local environmental laws, regulations and policies pertaining to said activities.

The exercise of any permitted activity or use by Owner under this Section III shall be in compliance with the then-current Zoning Bylaw applicable to the Premises, the Wetlands Protection Act (General Laws Chapter 131, Section 40),

and all other applicable federal, state, and local environmental protection and other laws and regulations, and Owner agrees not to seek a variance therefrom for development purposes without first obtaining the written consent of the Commonwealth. The inclusion of any permitted activity or use in this Section III requiring a permit from a public agency does not imply that the Commonwealth takes any position on whether such permit should be issued.

Any activity or use not permitted herein is prohibited without the express written consent of the Commonwealth, said consent not to be unreasonably withheld so long as said activity or use is not inconsistent with the purposes and terms of this Conservation Restriction.

IV. Access

The Commonwealth acting through its officers, directors, employees, representatives, contractors and agents is hereby granted the right to enter and traverse the Premises at reasonable times and in a reasonable manner, including access by foot and/or by motorized vehicle, to inspect the Premises, determine compliance with the terms of this Conservation Restriction, and prevent, remedy and/or abate any violations thereof.

The Commonwealth acting through its officers, directors, employees, representatives, contractors and agents is also hereby granted the right to enter and traverse the Premises, with the prior written consent of Owner such consent not to be unreasonably withheld, at the Commonwealth's sole expense, to perform acts to preserve, conserve, study, and promote the natural habitat of wildlife, fish, plants, and other native species located on the Premises or on nearby properties.

The Commonwealth acting through its officers, directors, employees, representatives, contractors and agents is also hereby granted the right to enter and traverse the Premises, with the prior written consent of Owner such

consent not to be unreasonably withheld, at Commonwealth's sole expense, to carry out rare species and natural community research, including but not limited to a) locating, collecting samples, and otherwise studying and documenting, b) conducting biological surveys of, c) monitoring, and d) managing any rare species, vernal pools, rare species habitat, and natural communities which may exist on the Premises. Written summaries of the research conducted and the results thereof shall be provided to Owner at Owner's request.

The Commonwealth is further granted the right, after consultation with and prior written notice to the Owner, to perform any act required to preserve, conserve or promote the natural habitat of wildlife, fish and plants located on the Premises and manage the forest resources, including but not limited to pest control, establishment of fire breaks, removal of fire fuels, execution of prescribed burns, installation of groundwater monitoring wells, and development and carrying out of a forest cutting plan.

The right is hereby granted to the Commonwealth to allow the general public to enter upon and traverse the Premises for passive outdoor recreational activities such as hiking, boating, fishing both from the shoreline and from boats, hunting, wildlife observation, and similar uses by the general public provided that such activities do not involve the use of motorized vehicles, are not detrimental to or violate the terms of this Conservation Restriction, and do not unreasonably interfere with Owner's permitted uses of the Premises.

The Commonwealth may allow the public to launch and use boats on Little South Pond, Great South Pond, Cooks Pond, and South Triangle Pond so long as said boats are not powered by internal combustion engines of any kind or by electric engines that exceed 10 horsepower.

Public boating and shoreline fishing access may be prohibited on and around Great and/or Little South Ponds if said Pond(s) ever again become active public drinking water supplies.

Public access may be restricted or prohibited by Owner in its sole discretion to and on the pier on Little South Pond. If Owner restricts or prohibits such access, Owner may erect a locked gate, post no trespassing signs, and take other reasonable steps to restrict or prevent public access to and on said pier.

The Director of the Massachusetts Division of Fisheries & Wildlife shall determine the terms and conditions of public access in consultation with Owner. Owner may petition the Director to modify public access to the Premises for cause pursuant to the reasons set forth above.

Except for its responsibilities to monitor public access on the Premises and for its own activities on the Premises, the Commonwealth is not responsible for and does not undertake any liabilities or obligations relating to public access or the condition of the Premises pertaining to public access or any damages to the Premises arising from such public access.

V. Legal Remedies of the Commonwealth

The rights hereby granted include the right of the Commonwealth to take any reasonable actions with respect to the Premises as may be necessary or appropriate to enforce the terms and provisions of this Conservation Restriction and to remedy, abate or otherwise take action against any violations thereof. These rights granted to the Commonwealth include, but are not limited to, the right to enforce the terms and provisions of this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including without limitation relief requiring restoration of the Premises to the condition thereof at the time of this

grant as documented in the Baseline Documentation Report, it being agreed by Owner that the Commonwealth may have no adequate remedy at law. These rights shall be in addition to and not in limitation of any other rights and remedies available to the Commonwealth. When exercising these legal rights of enforcement, the Commonwealth shall, except in emergency circumstance, provide reasonable notice to Owner of any violation(s) of this Conservation Restriction and of the Commonwealth's intent to take legal action pertaining thereto, in order to provide Owner with an opportunity to address or otherwise correct said violation(s).

If the Commonwealth obtains judgment from a Court of law ruling that Owner has violated any of the terms and provisions of this Conservation Restriction, Owner hereby agrees to and shall reimburse the Commonwealth for all reasonable costs and expenses incurred in connection with obtaining and enforcing said judgment, including reasonable counsel fees and costs.

In any action by the Commonwealth to enforce the terms and provisions of this Conservation Restriction, if Owner obtains judgment from a Court of law ruling that Owner has not violated any of the terms and provisions of this Conservation Restriction, the Commonwealth shall reimburse Owner for all reasonable costs and expenses incurred in connection with defending against said legal action, including reasonable counsel fees.

Enforcement of the terms and provisions of this Conservation Restriction shall be at the discretion of the Commonwealth, and any forbearance by the Commonwealth of the exercise of any of the Commonwealth's rights under this Conservation Restriction shall not be deemed or construed to be a waiver of those rights.

VI. Subsequent Transfers

Owner agrees to incorporate by reference the terms and provisions of this Conservation Restriction in any deed or other legal instrument by which Owner divests itself of any interest in all or a portion of the Premises, including without limitation a leasehold interest. Owner further agrees to give written notice to the Commonwealth of the proposed transfer of any such interest at least 30 days prior to the date of such transfer. The failure of Owner to provide said notice shall not impair the legal validity of this Conservation Restriction nor limit the enforceability thereof in any way.

VII. Representations of the Commonwealth

The Commonwealth represents that it is a governmental agency of the Commonwealth of Massachusetts, that it is organized and operated for the purpose of preserving and conserving natural resources, native fish and wildlife species, natural habitats and communities, environmentally sensitive areas, and for other charitable, scientific and educational purposes, and that it has both the necessary funds and commitment to hold this Conservation Restriction exclusively for conservation purposes in perpetuity and to enforce its terms.

The Commonwealth shall be responsible for the acts and omissions of Commonwealth employees and agents regarding activities carried out on the Premises pursuant to this Conservation Restriction.

VIII. Required Notification, Consent & Approvals

1) Owner shall notify the Commonwealth in writing at least 10 days prior to undertaking any action not otherwise addressed in this Conservation Restriction which may adversely affect the conservation interests associated with and protected by this Conservation Restriction.

2) Whenever notification by the Owner or the Commonwealth is required under the provisions of this Conservation Restriction, such notice

shall be given in writing not less than 30 days prior to the date the notifying party intends to undertake the activity in question.

3) Whenever the Owner's or the Commonwealth's consent or approval is required under the terms of this Conservation Restriction, the Owner or the Commonwealth shall grant or withhold such consent or approval in writing within 30 days receipt of written request therefore, and the notifying party shall not undertake the activity in question until the expiration of said 30-day period. Any such requested consent or approval shall not be unreasonably withheld so long as the granting of said consent or approval is consistent with the terms and purposes of this Conservation Restriction. Failure to act in writing within the stated 30-day time period shall constitute consent or approval.

Any written notice required hereunder shall be sent by certified mail, return receipt requested, postage prepaid, to the following addresses:

OWNER: Town Manager
Town of Plymouth
11 Lincoln Street
Plymouth, MA 02360

COMMONWEALTH: Chief of Wildlife Lands
&
Coordinator of Natural Heritage Program
Mass. Division Fish & Wildlife
1 Rabbit Hill Road
Westborough, MA 01581-9990

IX. Proceeds from Extinguishment

The Owner and the Commonwealth agree that this Conservation Restriction gives rise to a property right, immediately vested in the Commonwealth, with a fair market value determined by appraisal(s) on file

with the Commonwealth. The Owner and the Commonwealth agree that this property right gives to the Commonwealth the proportionate value of the Premises determined by the ratio of the fair market value of the Premises at the time of this grant of Conservation Restriction to the fair market value of the Premises unencumbered by this Conservation Restriction, both values as determined by appraisal(s). Such proportionate value of the Commonwealth's property right shall remain constant.

If any change in conditions ever gives rise to extinguishment or other release of this Conservation Restriction, then the Commonwealth on a subsequent sale, exchange or involuntary conversion of the Premises shall be entitled to that portion of the proceeds equal to such proportionate value, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds.

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain, or if all or any part of this Conservation Restriction is otherwise extinguished by act of public authority, then the Owner and the Commonwealth shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Owner and the Commonwealth shall first be paid out of any recovered proceeds and the remaining proceeds shall be distributed between the Owner and the Commonwealth in shares equal to such proportionate value. The Commonwealth shall use its share of the proceeds in a manner consistent with the conservation purposes set forth herein.

X. Costs and Liabilities

The Owner retains all responsibilities and shall bear all costs of any kind related to the ownership, operation, upkeep, and maintenance of the Premises,

including the payment of all taxes and assessments and conformance with all applicable federal, state, and local laws and regulations.

XI. Amendments

This Conservation Restriction may be amended by the Owner and the Commonwealth, or their successors-in-interest, only insofar as the amendment is intended to and does further the conservation purposes of this Conservation Restriction and does not violate Article 97 of the Amendments to the Massachusetts Constitution.

If an amendment is made, either the Commissioner of the Department of Fish and Game or the Director of the Division of Fisheries and Wildlife shall execute a written confirmation concluding that said amendment meets this criterion and explaining in detail the reasons for this conclusion.

Any amendment shall be in writing, signed under seal, and recorded in the appropriate Registry of Deeds along with said written confirmation of the appropriateness of said amendment.

XII. Binding Effect

The burdens of this Conservation Restriction shall be deemed to run with the Premises in perpetuity and in gross and shall be binding upon and enforceable against the Owner, the Owner's successors and assigns, and all future owners of any interest in the Premises.

This Conservation Restriction shall be subject to Article 97 of the Amendments to the Massachusetts Constitution. The Commonwealth is authorized to record and file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation restriction and the full legal applicability of Article 97, and the Owner hereby appoints the Commonwealth as its attorney-in-fact to execute, acknowledge, deliver and record any such notices and instruments on its behalf. Without limiting the foregoing, the

Owner agrees to execute any such instruments upon the request of the Commonwealth.

XII. Severability

If any provision of this Conservation Restriction shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Conservation Restriction shall not be affected.

Signed and sealed the duly elected Selectmen of the Town of Plymouth, herein duly authorized, this 26th day of June, 2007.

TOWN OF PLYMOUTH

By: *Richard J. Quintal, Jr.*
Richard J. Quintal, Jr., Chair of Board of Selectmen

By: _____
Jean S. Loewenberg, Vice-Chair Board of Selectmen

By: *David F. Malaguti*
David F. Malaguti, Selectman

By: _____
Kenneth A. Tavares, Selectman

By: *Butch Machado*
Daniel A. "Butch" Machado, Jr., Selectman

COMMONWEALTH OF MASSACHUSETTS

Plymouth County, ss. JUNE 26, 2007

On this day before me, the undersigned Notary Public, personally appeared the above-named Richard J. Quintal, Jr., ~~Jean S. Loewenberg~~, David F. Malaguti, ~~Kenneth A. Tavares~~, and Daniel A. "Butch" Machado, Jr., proved to me through satisfactory evidence of identification which was *PERSONALLY KNOWN* to be the duly elected Selectmen of the Town of Plymouth whose names are signed on the preceding document, and acknowledged to me that they signed the preceding document voluntarily on behalf of the Town of Plymouth for its stated purpose.

Tiffany K. Park
Notary Public

SEAL

My Commission Expires: 4/25/2014
TIFFANY K. PARK
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 25, 2014



ACCEPTANCE OF CONSERVATION RESTRICTION

I, Mary B. Griffin, Commissioner of the Commonwealth of Massachusetts Department of Fish and Game, hereby acknowledge that this Conservation Restriction contains 1) certain duties and obligations that the Owner herein is required to comply with and carry out, and 2) certain rights granted to the Commonwealth such as development and use rights and the right to monitor and enforce the terms of this Conservation Restriction in order to effectuate the purposes thereof.

As Commissioner of said Department, I on behalf of the Commonwealth and its successors and assigns hereby expressly accept the rights granted to the Commonwealth by this Conservation Restriction, agree to the terms of this Conservation Restriction, and further agree to fully and completely comply with and carry out the duties and obligations of the Commonwealth set forth herein.

WITNESS my hand and seal this 20th day of June, 2007.

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF FISH AND GAME

By: Mary B. Griffin
Mary B. Griffin, Commissioner

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss. June 20, 2007

On this day before me, the undersigned Notary public, personally appeared the above-named Mary B. Griffin, proved to me through satisfactory evidence of identification which was personal knowledge to be the Commissioner of the Department of Fish and Game of the Commonwealth of Massachusetts whose name is signed on the preceding ACCEPTANCE OF CONSERVATION RESTRICTION, and acknowledged to me that she signed it voluntarily for its stated purpose.

Daane A. Crook
Notary Public

SEAL

My Commission Expires:



DAANE A. CROOK
Notary Public
Commonwealth of Massachusetts
My Commission Expires
November 22, 2007

EXHIBIT A

Attached to and incorporated within that certain Grant of Conservation Easement a/k/a Conservation Restriction from the Town of Plymouth to the Massachusetts Department of Fish and Game on nineteen certain parcels of land situated on or near Long Pond Road in Plymouth, Plymouth County, Massachusetts, commonly known as the "Plymouth Town Forest", bounded and described as follows:

PARCEL 1

Two certain tracts of woodland situated in said Plymouth, bounded and described as follows:

Tract A: A certain woodlot lying on the shore of Little South Pond near Pinnacle Hill, being the second and third shares made in the division in March 1835 of the Estate of Lemuel Raymond [Probate 16509], bounded:

NORTHERLY by Little South Pond 480 feet, more or less;

EASTERLY by land of the Town of Plymouth 995 feet, more or less;

SOUTHEASTERLY by land now or formerly of Gerald V. Sheehan 710 feet, more or less; and

WESTERLY by land now or formerly of Charles T. Smith, et ux, 390 feet, more or less, and by land now or formerly of Hall and Barnes Company, Inc. 725 feet, more or less [Tract B described below].

Containing by deed estimation 12.82 acres, more or less, and shown as Lot 1 on Plat 87 of the Plymouth Town Assessor Map.

Tract B: That certain adjacent tract of woodland lying near Pinnacle Hill in said Plymouth, bordering on the southerly and westerly shore of Little South Pond, and bounded and described as follows:

BEGINNING at rock and stones on the southerly or westerly shore of Little South Pond at the southeast corner of land formerly (1814) of Lemuel Stevens: thence

NORTH 86° West 425 feet, more or less, by said land of Stevens to a cart road; thence

SOUTHERLY 1460 feet, more or less, along the cart road which goes from Little South Pond to Powder Horn Pond to a heap of stones and pine tree marked; thence

SOUTH 78° East 825 feet, more or less, by land formerly [1814] of Isaac Barnes to a stake and heap of stones at land formerly of Lemuel Raymond and now or formerly of Hall and Barnes Company, Inc. [Tract A described above]; thence

NORTH 12½° East by said land formerly of Raymond to a small oak and stones at Little South Pond; thence

NORTHERLY and WESTERLY by Little South Pond to the PLACE OF BEGINNING.

This tract constitutes the northerly portion of a jointly owned parcel which was assigned to Benjamin Barnes in the division made in February 1814 with Isaac Barnes, recorded in the Plymouth County Registry of Deeds in Book 125 at Page 138.

Containing by deed estimation 19.50 acres, more or less, and shown as Lot 7 on Plat 91 of the Plymouth Town Assessor Map.

Both Tracts combined are bounded and described as follows:

NORTHERLY by land now or formerly of Albert A. Dhooge 370 feet, more or less;

NORTHERLY and EASTERLY by Little South Pond 1255 feet, more or less, to the bottom of the cove;

EASTERLY by land of the Town of Plymouth 995 feet, more or less;

SOUTHEASTERLY by land now or formerly of Gerald V. Sheehan 710 feet, more or less;

SOUTHERLY and WESTERLY by land now or formerly of Charles T. Smith, et ux, 1175 feet, more or less; and

WESTERLY by Rocky Pond Road 1435 feet, more or less.

BEING THE SAME PREMISES described in deed from Hall and Barnes Company, Inc. to the Town of Plymouth, dated July 15, 1974 and recorded in said Registry in Book 4005 at Page 11.

PARCEL 2

That certain parcel of land on the northerly side of Drew Road in said Plymouth, shown as Lot #7-6 on Plan entitled "Compiled Plan of Lots #7-4, #7-5 & #7-6, Drew Road, Plymouth, Massachusetts", Scale 1" = 80', dated 8/9/88, prepared by Shorey, Nims & Bartlett, Inc., Consulting Engineers & Land Surveyors, Carver, Massachusetts, recorded in said Registry as Plan 978 of 1988 in Plan Book 31 at Page 294, and bounded and described as follows:

BEGINNING at a point on the northerly sideline of said Drew Road marking the southeast corner of the tract herein described and the southwest corner of Lot #7-5 as shown on said Plan; thence

WESTERLY 51 feet, more or less, by said Road to a point as shown on said Plan; thence

NORTH 72° 39' 40" West 255.31 feet by said Road to a point as shown on said Plan; thence

SOUTH 89° 11' 00" West 352.64 feet by said Road to a point as shown on said Plan; thence.

NORTH 74° 32' 20" West 195.31 feet by said Road to a point as shown on said Plan; thence

SOUTH 72° 05' 20" West 177.82 feet by said Road to a point as shown on said Plan; thence

SOUTH 81° 41' 50" West 253.73 feet by said Road to a point as shown on said Plan; thence

SOUTH 82° 52' 47" West 92.15 feet by said Road to a point as shown on said Plan; thence

NORTH 60° 31' 13" West 41 feet, more or less, by said Road to land of the Town of Plymouth [Town Forest] as shown on said Plan; thence

NORTH 14° 40' 47" East 489 feet, more or less, by said land of the Town of Plymouth to a stone bound as shown on said Plan; thence

NORTH 35° 38' 36" East 434.01 feet by said land of the Town of Plymouth to a stone bound at land now or formerly of John Askins as shown on said Plan; thence

NORTH 35° 38' 36" East 78.29 feet by said land of Askins to a stone bound as shown on said Plan; thence

EASTERLY 101 feet, more or less, by said land of Askins to the westerly shore of South Triangle Pond as shown on said Plan; thence

SOUTHERLY and NORTHEASTERLY 900 feet, more or less, by said South Triangle Pond to a point marking the northwest corner of Lot #7-2 as shown on said Plan; thence

SOUTH 70° 51' 10" East 155 feet, more or less, by said Lot #7-2 to a point as shown on said Plan; thence

SOUTH 22° 00' 42" East 642.99 feet by said Lot #7-2 and by Lot # 7-5 to the PLACE OF BEGINNING.

Containing 15.70 acres, more or less, as shown on said Plan.

FOR GRANTOR'S TITLE, see deed from Alexander Polvere to the Inhabitants of the Town of Plymouth, dated August 31, 1988 and recorded in said Registry in Book 8683 at Page 206.

PARCEL 3

That certain triangular-shaped parcel of land on South Pond Road in Plymouth shown as Lot "1" on Plan entitled "Hill-side - Lots on South Pond Road, Plymouth, Mass.", prepared by Archie R. Ellis, W. Nelson Bonney, Surveyor, not recorded, shown as Lot 43 on Plymouth Assessor's Map 88, and bounded and described as follows:

BEGINNING at a stone bound on the westerly side of said South Pond Road; thence

SOUTH 85° West 130.5 feet to a large oak tree; thence

NORTH 06° West 188 feet by Morton Park [Town Forest] to said South Pond Road; thence

SOUTHEASTERLY 228.7 feet by said Road to the PLACE OF BEGINNING.

Containing 12, 267 square feet according to said Plan.

BEING THE SAME PREMISES described in deed from David W. Jenness to Alfred C. Moore and Mabel E. Moore, dated March 8, 1928 and recorded in said Registry in Book 1547 at Page 527.

FOR GRANTOR'S TITLE, see the fifth parcel in Treasurer's Deed from the Plymouth Town Treasurer to the Town of Plymouth, dated November 8, 1968 and recorded in said Registry in Book 3482 at Page 593.

PARCEL 4

That certain parcel of woodland situated on the southerly side of the South Triangle Road near Cook's Pond in said Plymouth, bounded and described as follows:

BEGINNING at the northeast corner of the parcel herein described at a stone bound on said South Triangle Road; thence

BY the road leading to my screen house 19 rods, more or less, to a stone bound near the road; thence

WESTERLY 25 rods, more or less, in a straight line to a stone bound situate on the easterly side of an old roadway leading into what is called the Ridge Road; thence

SOUTHERLY 3 rods, more or less, by said old road to a stone on the said Ridge Road; thence

EASTERLY by said Ridge Road to a corner on said South Triangle Road; thence

NORTHERLY by said South Triangle Road to the PLACE OF BEGINNING.

Containing by deed estimation 1 acre, more or less.

BEING THE SAME PREMISES described in deed from Frederick W. Paty to the Inhabitants of the Town of Plymouth, dated May 12, 1924 and recorded in said Registry in Book 1462 at Page 12.

PARCEL 5

That certain parcel of woodland situated on the westerly side of the South Pond Road, so-called, in said Plymouth, bounded and described as follows:

BEGINNING at a point on the westerly side of said South Pond Road which is the junction of the South Pond Road and the Fuller Road, so-called; thence

SOUTHWESTERLY 54 rods, more or less, by said Fuller Road to a stake at land formerly of E. R. Manter, et al, and now or formerly of Morton Kyle; thence

NORTH 08° 45' West 115 rods, more or less, by said land formerly of Manter, et al, to a stone bound at the southeasterly corner of land formerly of Paty and now or formerly of Morton Kyle; thence

EASTERLY 49 rods, more or less, by said land formerly of Paty to a pine tree on the westerly side of South Pond Road, said pine tree being about 1 rod northerly from the junction of a woods road leading westerly to Triangle and Little South Ponds and said South Pond Road; thence

SOUTH 8 rods, more or less, by said South Pond Road to the PLACE OF BEGINNING.

Containing by deed estimation 25 acres, more or less.

BEING THE SAME PREMISES described in deed from Morton Kyle to the Inhabitants of the Town of Plymouth, dated May 16, 1924 and recorded in said Registry in Book 1462 at Page 13.

PARCEL 6

Four certain tracts of woodland in said Plymouth, bounded and described as follows:

Tract A: That certain tract of woodland situated westerly of South Pond Road and adjoining Triangle Pond in said Plymouth, bounded:

EASTERLY by land now or formerly of Morton Kyle, formerly of Nathaniel Morton;

SOUTHERLY by land now or formerly of William Doten, Charles Doten, and Howard Clark;

WESTERLY by land now or formerly of Paty, now reputed to be now or formerly of Benjamin F. Raymond, and Triangle Pond; and

NORTHERLY by land formerly of Alfred L. Barnes, now or formerly of Edward R. Manter, et al, and by land formerly of Samuel Harlow, also now or formerly of Edward R. Manter, et al..

BEING THE SAME PREMISES described as the first parcel in deed from Edward R. Manter, et al, to the Inhabitants of the Town of Plymouth, dated April 26, 1924 and recorded in said Registry in Book 1458 at Page 487.

Tract B: That certain tract of woodland situate at Cook's Pond in said Plymouth, bounded and described as follows:

BEGINNING at an old black oak tree by the road at the corner bounds of land now or formally of Truman Bartlett; thence

SOUTHERLY by said land of Bartlett to another road to Elkanah Finney's land; thence

SOUTHERLY by said land of Finney to a corner of land now or formerly of B. Hedge; thence

WESTERLY by said land of Hedge to the road that goeth the southerly side of Cook's Pond; thence

NORTHERLY by said road as the road goeth to the PLACE OF BEGINNING.

BEING THE SAME PREMISES described in deed from Albert Hobart to Nathaniel Brown, dated December 30, 1886 and recorded in said Registry in Book 562 at Page 484.

Tract C: Two adjoining parcels of woodland near the southerly side of Cook's Pond in said Plymouth, bounded and described as follows:

Parcel 1: That certain parcel of land near Cook's Pond bounded and described a follows:

BEGINNING at the easterly corner of the First Share of land described in Division Deed recorded in the Plymouth County Registry of Deeds in Book 136 at Page 16 in angle of land now or formerly of Abigail Holmes; thence

SOUTHEASTERLY 18 rods by said land of Holmes; thence

SOUTH 10° West to land now or formerly of Benjamin Barnes; thence

NORTHERLY by said land of Barnes to the southwesterly corner of the First Share; thence

EASTERLY by the FIRST SHARE to the PLACE OF BEGINNING.

BEING THE SAME PREMISES described as the Second Share in Division Deed dated October 10, 1817 and recorded in said Registry in Book 136 at Page 16.

Parcel 2: That certain parcel of land near Cooks Pond bounded:

NORTHERLY by land now or formerly of Abigail Holmes:

SOUTHERLY by land now or formerly of Benjamin Barnes; and

WESTERLY by the SECOND SHARE described in said Division Deed recorded in the Plymouth County Registry of Deeds in Book 136 at Page 16,

Being all the easterly end of Lot easterly of said SECOND SHARE.

BEING THE SAME PREMISES described as the Third Share in Division Deed dated October 10, 1817 and recorded in said Registry in Book 136 at Page 16.

Tract D: All that part of a certain lot of woodland in said Plymouth on the easterly side of Cook's Pond described in deed recorded in said Registry in Book 141 at Page 44 which lies on the easterly side of Cooks Pond Road running through the same, said lot being bounded and described as follows:

BEGINNING at the white oak tree by Cooks Pond marking the corner of land now or formerly of Ichabod Davie, et al; thence

SOUTH 82° East 64 rods, more or less, to land now or formerly of Samuel and Henry Harlow purchased of Ichabod Holmes Executors; thence

NORTHERLY 55 rods, more or less, by said land of Harlow, et al, to a tree marked; thence

NORTHWESTERLY to said Cooks Pond; thence

BY said Cooks Pond to the PLACE OF BEGINNING.

Containing by deed estimation 13 acres, more or less.

BEING THE SAME PREMISES described in deed from Benjamin Drew, Jr., Administrator of the Estate of Abigail Holmes, to Samuel Harlow and Henry Harlow, dated May 29, 1820 and recorded in said Registry in Book 141 at Page 44.

FOR GRANTOR'S TITLE, see deed from Edward R. Manter, et al, to the Inhabitants of the Town of Plymouth, dated April 26, 1924 and recorded in said Registry in Book 1458 at Page 487.

PARCEL 7

Two certain tracts of woodland lying on the westerly side of South Pond Road in said Plymouth, bounded and described as follows:

Tract A: That certain parcel of woodland, bounded and described as follows:

BEGINNING at a point in the westerly line of South Pond Road at the intersection of Fuller Road, so-called, being the southeast corner of a tract of land described in deed from Morton Kyle to the Inhabitants of the Town of Plymouth, dated May 16, 1924 and recorded in said Registry in Book 1462 at Page 13 [PARCEL 5 above]; thence

SOUTHWESTERLY 54 rods, more or less, by said Fuller Road to a stake at land formerly of E. R. Manter, et al, and now or formerly of the Inhabitants of the Town of Plymouth; thence

SOUTHERLY or SOUTHEASTERLY 20 rods, more or less, by said land formerly of Manter and now or formerly of the Town of Plymouth to a heap of stones; thence

NORTH 85° East 48 rods, more or less, to a stone bound set in the westerly line of said South Pond Road; thence

NORTHWESTERLY and NORTHERLY by said South Pond Road to the PLACE OF BEGINNING.

Containing by deed estimation 11.07 acres, more or less.

Tract B: That certain tract of woodland lying on the westerly side of said South Pond Road in Plymouth, bounded and described as follows:

BEGINNING at a pine tree in the westerly line of said South Pond Road, said pine tree being about one rod northerly from the junction of a woods road leading westerly to Triangle and Little South Ponds and said South Pond Road again, said point being also northeasterly corner of the tract of land described in deed from Morton Kyle to the Inhabitants of the Town of Plymouth, dated May 16, 1924 and recorded in said Registry in Book 1462 at Page 13 [PARCEL 5 above]; thence

WESTERLY or NORTHWESTERLY 49 rods, more or less, by said land of the Town of Plymouth to a stone bound which stone bound marks the southeast corner of land formerly of Seth W. Paty and now or formerly of the Inhabitants of the Town of Plymouth; thence

NORTH 08° 45' WEST by said land of the Town of Plymouth to a road which runs from Warren's Wells to Cook's Pond, known as the Upper Cook's Pond Road; thence

EASTERLY and SOUTHEASTERLY by said Road to a stone bound set in the westerly line of South Pond Road; thence

SOUTHERLY or SOUTHWESTERLY by said South Pond Road to the PLACE OF BEGINNING.

Containing by deed estimation 19 acres, more or less.

EXCEPTING AND EXCLUDING, HOWEVER, from the above-described premises that certain parcel of land lying on the easterly side of said South Pond Road described in deed from Morton Kyle to Maud Ellis Coulter

and Henry Lee Coulter, dated March 12, 1915, recorded in said Registry in Book 1209 at Page 315, and bounded and described as follows:

BEGINNING at a point on the South Pond Road, so-called, about 14 rods North $8\frac{3}{4}^{\circ}$ West from a white oak tree by Jenkins Hole, so-called; thence

NORTH $8\frac{3}{4}^{\circ}$ West 60 rods, more or less, to the middle of said South Pond Road; thence

BY said Road to the PLACE OF BEGINNING.

Containing by deed estimation 1 acre, more or less, and being that part of the premises lying on the easterly side of said South pond Road conveyed to Nathaniel Morton from Alvin G. Morton, dated January 1, 1891 and recorded in said Registry in Book 614 at Page 52.

BEING THE SAME PREMISES described in deed from Morton Kyle to the Inhabitants of the Town of Plymouth, dated July 16, 1925 and recorded in said Registry in Book 1487 at Page 335.

PARCEL 8

Two certain tracts of land in said Plymouth, bounded and described as follows:

Tract A: A certain tract of land lying westerly of Little South Pond in said Plymouth, bounded and described as follows:

BEGINNING at a stone bound set in the ground in the southeasterly line of land now or formerly of George T. Paraschos and at the northerly corner conveyed or to be conveyed to William E. Hurd; thence

NORTH $52^{\circ} 10'$ East 798 feet to a stone bound; thence

SOUTH 28° 30' East 82.5 feet to a stone bound near a road;
thence

SOUTH 28° 30' East to land now or formerly of the Town of
Plymouth; thence

SOUTHWESTERLY 884 feet, more or less, by said land of the
Town of Plymouth to a stone bound on the southwesterly side of
the said road at the easterly corner of land now or formerly of
Hurd; thence

NORTH 87° 50' West 198 feet to the PLACE OF
BEGINNING.

Tract B: That certain tract of woodland on said Little South Pond
in Plymouth, bounded:

WESTERLY by Little South Pond;

NORTHWESTERLY by land conveyed or to be conveyed to said
Hurd, there measuring 132 feet; and

EASTERLY and SOUTHERLY by other land now or formerly
of the Town of Plymouth.

EXCEPTING AND EXCLUDING, HOWEVER, from the
above-described premises the portion thereof described in deed
from Mary E. Bartlett to William E. Hurd, dated May 14, 1927,
recorded in said Registry in Book 1566 at Page 590, and bounded
and described as follows:

A lot of woodland situated on the shore of Little South Pond,
bounded and described as follows:

BEGINNING at a stone bound set in the ground in the
southeasterly line of land now or formerly of George T.
Paraschos; thence

SOUTH 52° 10' West 208 feet by said land of Paraschos to a
road; thence

SOUTH 52° 10' West 115 feet to the corner of a stone wall near the Pond; thence

SOUTH 52° 10' West to the Pond; thence

BEGINNING again at the first described point; thence

SOUTH 37° 50' East 198 feet to a stone bound near a road; thence

SOUTHWESTERLY 341 feet, more or less, by said road to a stone bound near the junction of said road and another road; thence

SOUTH 63° 15' West 132 feet to a pipe on the shore of the Pond; thence

SOUTH 63° 15' West to the Pond; thence

NORTHERLY 321 feet, more or less, by said Pond to the line of the course first described.

BEING THE SAME PREMISES described in deed from Mary E.

Bartlett, Executrix of the Will of Alma F. Morissey, to the Inhabitants of the Town of Plymouth, dated May 14, 1927 and recorded in said Registry in Book 1531 at Page 316.

PARCEL 9

That certain parcel of land in said Plymouth shown as "Land of Lillian M. Wall, now Lillian M. Buckingham" on Plan entitled "Town of Plymouth Plan showing proposed purchase at Little South Pond", Scale 1' = 60', dated March 26, 1942, prepared by A. E. Blackmer, Town Engineer, recorded in said Registry in Plan Book 6 at Page 453, and bounded and described as follows:

BEGINNING at an iron rod on the southwesterly side of the road that leads near the northeasterly shore of Little South Pond, said point being located North 14° 50' West 215.95 feet from a stone bound near the shore of said Pond as shown on said Plan; thence

NORTHWESTERLY 224 feet, more or less, by the westerly side of said Road to land now or formerly of Adrian P. Whiting, et al, as shown on said Plan; thence

SOUTH 37° West 10 feet, more or less, by said land of Whiting, et al, to the high water mark of Little South Pond as shown on said Plan; thence

SOUTHERLY and SOUTHEASTERLY by said high water mark of said Pond to land now or formerly of Adrian P. Whiting, et al, as shown on said Plan; thence

NORTH 37° East 108 feet, more or less, by said land of Whiting, et al, to the PLACE OF BEGINNING.

Containing .35 acre, more or less, as shown on said Plan.

BEING THE SAME PREMISES described in deed from Lillian M. Buckingham to the Inhabitants of the Town of Plymouth, dated July 3, 1942 and recorded in said Registry in Book 1833 at Page 121.

PARCEL 10

That certain parcel of land in said Plymouth shown as "Area 15 Acres +/-" on Plan entitled "Town of Plymouth Plan showing proposed purchase at Little South Pond", Scale 1' = 60', dated March 26, 1942, prepared by A. E. Blackmer, Town Engineer, recorded in said Registry in Plan Book 6 at Page 453, and bounded and described as follows:

BEGINNING at a point at the high water mark of Little South Pond at the corner of land now or formerly of John J. McCarthy as shown on said Plan; thence

NORTH 52° 46' East 600 feet through an iron pipe by said land of McCarthy and by land now or formerly of Edwin H. Whiting, et al, to an iron pipe at land now or formerly of Adrian P. Whiting, et al, as shown on said Plan; thence

NORTH 39° 28' West 1,131 feet through 7 iron rods, the last iron rod with stones, by remaining land of Adrian P. Whiting, et al, to the road leading to Little South Pond as shown on said Plan; thence

WESTERLY and SOUTHWESTERLY by the road leading to Little South Pond, crossing the Water Course Road, until it comes to said Pond as shown on said Plan; thence

BY the high water mark of said Pond until it comes to land formerly of Lillian M. Buckingham, now of the Town of Plymouth, as shown on said Plan; thence

NORTH 37° East 10 feet, more or less, by said land of the Town of Plymouth to a point on the southwesterly side of the road that runs near the northeasterly shore of said Pond as shown on said Plan; thence

SOUTHEASTERLY 224 feet, more or less along said road by said land of the Town of Plymouth to an iron rod as shown on said Plan; thence

SOUTH 37° West 108 feet, more or less, by said land of the Town of Plymouth to the high water mark on the shore of said Pond as shown on said Plan; thence

SOUTHEASTERLY by said high water mark of said Pond to the PLACE OF BEGINNING.

Containing 15 acres, more or less, as shown on said Plan.

BEING THE SAME PREMISES described in deed from Agnes S. Whiting, et al, to the Inhabitants of the Town of Plymouth, dated July 28, 1942 and recorded in said Registry in Book 1835 at Page 592.

PARCEL 11

That certain parcel of land near Little South Pond in said Plymouth, bounded and described as follows:

BEGINNING at an iron pipe and stones set in the ground at a point 53 feet northeasterly from the road running around Little South Pond, said pipe being in line of land now or formerly of George T. Paraschos and being the northeasterly corner of land now or formerly of John J. McCarthy; thence

SOUTHWESTERLY by said land of McCarthy to land now or formerly of the Town of Plymouth; thence

NORTHEASTERLY by said land of the Town of Plymouth and by land now or formerly of Adrian Whiting, et al, to a point in Little Cook's Pond at land formerly of Seth Paty and now or formerly of Terry; thence

SOUTHEASTERLY by said land of Terry to a heap of stones at the northwesterly corner of land now or formerly of George T. Paraschos; thence

SOUTHWESTERLY by said land of Paraschos to the PLACE OF BEGINNING.

Containing by deed estimation 8 acres, more or less.

BEING THE SAME PREMISES described in 1) deed from Barbara W. Whiting to the Inhabitants of the Town of Plymouth, dated July 2, 1943 and recorded in said Registry in Book 1845 at Page 451, and 2) deed from Edwin

H. Whiting and William W. Whiting to the Inhabitants of the Town of Plymouth, dated June 26, 1943 and recorded in said Registry in Book 1845 at Page 451.

PARCEL 12

That certain parcel of land at Little South Pond in Plymouth, bounded and described as follows:

BEGINNING at a stone bound near the westerly side of a road leading to Little South Pond which stone bound marks the northeasterly corner of land now or formerly of Lillian F. Paraschos and also marks an angle in line of land now or formerly of the Town of Plymouth; thence

SOUTHERLY 341 feet, more or less, by said Road to a stone bound near the cross roads which bound marks a corner of land now or formerly of the Town of Plymouth; thence

SOUTHWESTERLY 132 feet, more or less, by said land of the Town of Plymouth to an iron pipe set in the ground on the shore of Little South Pond near the high water mark; thence

NORTHERLY by the high water mark of said Pond to land now or formerly of Alice E. Card; thence

NORTHEASTERLY by said land of Card to the northeasterly corner thereof, said point being also a corner of land now or formerly of Lillian F. Paraschos; thence

NORTHEASTERLY by said land of Paraschos to the PLACE OF BEGINNING.

Containing by deed estimation 1 acre, more or less.

BEING THE SAME PREMISES described in deed from Albert W. Boutin to the Inhabitants of the Town of Plymouth, dated June 28, 1943 and recorded in said Registry in Book 1847 at Page 237.

PARCEL 13

That certain parcel of woodland on the shore of Little South Pond, so-called, in said Plymouth, bounded and described as follows:

BEGINNING on the northeasterly side of said Pond at the southwesterly corner of land formerly of Henry O. Whiting and now or formerly of John J. McCarthy; thence

NORTH 55° East by said land of McCarthy to a heap of stones near said shore; thence

NORTH 55° East 150 feet, more or less, by said land of McCarthy crossing the road running through said property to land formerly of Edwin and William Whiting and now or formerly of John J. McCarthy; thence

SOUTH 79° East 395 feet, more or less, to land now or formerly of George T. Paraschos to be conveyed to the Inhabitants of the Town of Plymouth; thence

SOUTH 55° West 362 feet, more or less, crossing said road to a heap of stones near the shore of said Pond; thence

SOUTH 55° West to said Pond; thence

NORTHWESTERLY 300 feet, more or less, to the PLACE OF BEGINNING.

BEING THE SAME PREMISES described in deed from John J. McCarthy to the Inhabitants of the Town of Plymouth, dated June 28, 1945 and recorded in said Registry in Book 1888 at Page 81.

PARCEL 14

That certain parcel of land situate on the easterly shore of Little South Pond in said Plymouth, bounded and described as follows:

BEGINNING at a stone bound set in the ground in the southeast line of land now or formerly of George T. Paraschos to be conveyed to the Inhabitants of the Town of Plymouth; thence

SOUTH 52° 10' West 208 feet, more or less, by said land of Paraschos to a road; thence

SOUTH 52° 10' West 115 feet, more or less, to the corner of a stone wall near the Pond; thence

SOUTH 52° 10' West to the Pond; thence

BEGINNING again at the first described point; thence

SOUTH 37° 50' East 198 feet, more or less, to a stone bound near a road; thence

SOUTHWESTERLY 188 feet, more or less, by land formerly of Albert W. Boutin and now or formerly of the Town of Plymouth to land now or formerly of Alice E. Card, being the southeasterly corner of said land of Card; thence

NORTHWESTERLY 50 feet by said land of Card to an oak tree; thence

SOUTHWESTERLY 100 feet, more or less, by said land of Card to the Pond; thence

NORTHERLY 135 feet, more or less, by said Pond to the line of the course first mentioned.

BEING THE SAME PREMISES described in deed from Lillian F. Paraschos to the Inhabitants of the Town of Plymouth, dated July 9, 1945 and recorded in said Registry in Book 1890 at Page 48.

PARCEL 15

That certain parcel of land situate on Little South Pond in said Plymouth, bounded and described as follows:

BEGINNING at a stone wall on the shore of Little South Pond at land formerly of Morrisey and now or formerly of Lillian F. Paraschos to be conveyed to the Inhabitants of the Town of Plymouth; thence

NORTHEASTERLY 68 rods, more or less, by said land formerly of Morrisey and by land of the Town of Plymouth to a corner at land now or formerly of Terry; thence

NORTHWESTERLY 18 rods, more or less, by said land of Terry to land formerly of William Whiting, et al, and now of the Town of Plymouth ; thence

BY said land formerly of William Whiting, et al, and now of the Town of Plymouth 92 rods to said Pond; thence

BY the shore of said Pond to the PLACE OF BEGINNING.

BEING THE SAME PREMISES described in deed from George T. Paraschos to the Inhabitants of the Town of Plymouth, dated July 9, 1945 and recorded in said Registry in Book 1890 at Page 48.

PARCEL 16

That certain parcel of land on the shore of Little South Pond in said Plymouth, bounded and described as follows:

BEGINNING at an oak tree 135 feet southeasterly from the line of land now or formerly of Hurd and Paraschos and in the southwesterly line of a road; thence

SOUTHWESTERLY 100 feet, more or less, to an iron pipe on or near the shore of the Pond; thence

SOUTHWESTERLY to the Pond; thence

BEGINNING again at the first described point; thence

SOUTHEASTERLY 50 feet to a pipe driven into the ground; thence

SOUTHWESTERLY 100 feet, more or less, along a line parallel to the first described line to an iron pipe on or near the shore of the Pond; thence

SOUTHWESTERLY to the Pond; thence

NORTHERLY by the Pond to the line first mentioned.

BEING THE SAME PREMISES described in deed from Alice E. Card to the Inhabitants of the Town of Plymouth, dated October 9, 1947 and recorded in said Registry in Book 1981 at Page 127.

PARCEL 17

That certain parcel of land situate on the shore of Little South Pond and Great South Pond in said Plymouth, bounded:

NORTH by Little South Pond;

EAST by other land now or formerly of the Town of Plymouth;

SOUTHEASTERLY by Great South Pond;

SOUTHWESTERLY by land formerly of Mercy Braley and now or formerly of Farnum; and

WESTERLY by land formerly of Ellis Barnes.

BEING THE SAME PREMISES described in deed from Edward S. Holmes, et al, to the Inhabitants of the Town of Plymouth, dated June 14, 1948 and recorded in said Registry in Book 2022 at Page 63.

PARCEL 18

That certain parcel of land situated at Little South Pond in said Plymouth, bounded and described as follows:

BEGINNING at the shore of Little South Pond at the northeast corner of the parcel herein described; thence

WESTERLY to the road to a stone bound which marks the northwesterly corner of the parcel herein described; thence

SOUTHERLY 100 feet by said Road to a stone bound forming the southwesterly corner of the parcel herein described; thence

EASTERLY to the shore of said Pond; thence

NORTHERLY by the shore of said Pond to the PLACE OF BEGINNING.

BEING THE SAME PREMISES described in deed from John H. Faulkner to the Inhabitants of the Town of Plymouth, dated June 11, 1947 and recorded in said Registry in Book 1956 at Page 449.

PARCEL 19

Two certain tracts of land situate on Little South Pond in said Plymouth, bounded and described as follows:

Tract A: That certain tract of land on Little South Pond in said Plymouth, shown as Lot 2B of Plat 91 of the Plymouth Assessors Maps, and bounded:

EASTERLY by Little South Pond 1,125 feet, more or less;

SOUTHERLY by land of the Town of Plymouth 230 feet, more or less;

WESTERLY, NORTHWESTERLY and NORTHERLY by Rocky Pond Road 1,245 feet, more or less; and

NORTHEASTERLY by land of the Town of Plymouth 75 feet, more or less.

Containing by estimation 4.8 acres, more or less.

Tract B: That certain tract of land on Little South Pond in Plymouth, shown as Lot 2C of Plat 91 of the Plymouth Assessors Maps, and bounded:

EASTERLY by Little South Pond 340 feet, more or less;

SOUTHERLY by land of the Town of Plymouth 370 feet, more or less;

WESTERLY by Rocky Pond Road 310 feet, more or less; and

NORTHERLY by land of the Town of Plymouth 280 feet, more or less.

Containing by estimation 2.5 acres, more or less.

BEING THE SAME PREMISES described in Order of Taking by the Town of Plymouth, dated January 31, 1977 and recorded in said Registry in Book 4247 at Page 174.

EXCEPTING AND EXCLUDING, HOWEVER, from the above-described premises the land shown as Plat 89A, Lot 1-4, Town of Plymouth, on Plan entitled "Plan of Land Plymouth Community Intermediate School, Plymouth, Massachusetts", Scale 1" = 100', dated October 14, 2005, prepared by Plymouth Dept. of Public Works - Engineering Division, Russell Firth, Engineer, recorded in said Registry as Plan 206 of 2007 in Plan Book 52 at Page 1150, and bounded and described as follows:

BEGINNING at a point on the westerly sideline of Long Pond Road marking the northeast corner of the parcel herein described and the southeast corner of land now or formerly of the Commonwealth of Massachusetts Department of Natural Resources as shown on said Plan; thence

SOUTH 07° 37' 40" West 176.19 feet by said Road to a point as shown on said Plan; thence

SOUTH 05° 09' 48" West 488.47 feet by said Road to a point as shown on said Plan; thence

SOUTH 19° 26' 00" West 21.39 feet by said Road to a point as shown on said Plan; thence

SOUTH 03° 42' 05" East 84.34 feet by said Road to a point as shown on said Plan; thence

SOUTH 16° 41' 30" East 45.52 feet by said Road to a point as shown on said Plan; thence

SOUTH 10° 51' 30" West 682.83 feet by said Road to a point as shown on said Plan; thence

SOUTH 12° 53' 37" East 56.13 feet by said Road to a point as shown on said Plan; thence

SOUTH 10° 51' 31" West 23.62 feet by said Road to a point marking the southeast corner of the parcel herein described and the northeast corner of land of the Town of Plymouth Town Forest as shown on said Plan; thence

NORTH 89° 29' 14" West 1,196.52 feet by said land of the Town of Plymouth to a point marking the southwest corner of the parcel herein described as shown on said Plan; thence

NORTH 01° 03' 10" West 218.00 feet by said land of the Town of Plymouth Town Forest to the centerline of a cart path as shown on said Plan; thence

NORTHERLY 1,395 feet, more or less, along the centerline of said cart path by said land of the Town of Plymouth Town Forest to the intersection of said centerline with the centerline of Cooks Pond Road as shown on said Plan; thence

NORTHEASTERLY 840 feet, more or less, by the centerline of said Cooks Pond Road to said land of the Commonwealth of Massachusetts Department of Natural Resources as shown on said Plan; thence

SOUTH 54° 53' 58" East 675.91 feet by said land of the Commonwealth to the PLACE OF BEGINNING.

Containing 47 acres, more or less, as shown on said Plan.

Said Premises contain by estimation 296 acres, more or less, and comprise all the lands shown on Town of Plymouth Assessor Maps 87-1, 88-7-6, 88-43, 89A-1, and 91-2B, 2C, 3 & 7.

EXHIBIT B

FOREST MANAGEMENT STANDARDS TO ENHANCE AND MAINTAIN NATIVE BIODIVERSITY OF FORESTLANDS SUBJECT TO CONSERVATION RESTRICTIONS ADMINISTERED BY THE DIVISION OF FISHERIES AND WILDLIFE

GOAL: Enhance and maintain native biological diversity on managed forestlands

OBJECTIVES:

- 1) Apply current and generally accepted scientific principles from the current Massachusetts Forestry Best Management Practices Manual (Kittredge & Parker, 1996) and subsequent versions if approved by the Commonwealth (the “Manual”) to conserve soil and water quality on managed forestlands.
- 2) Apply current and generally accepted scientific principles for native biodiversity protection as standards on managed forestlands.

STANDARDS:

- 1) Conduct all forest cutting operations under an approved Chapter 132 Forest Cutting Plan and compliance with Chapter 131, the Wetlands Protection Act. Provide a copy of the Chapter 132 Forest Cutting Plan to the Commonwealth at least 20 days prior to the start of cutting for review of potential impacts on state-listed species and priority natural communities. Implement all mitigation measures provided by the Commonwealth to limit impacts on state-listed species and priority natural communities.
- 2) Establish and maintain access roads, skid roads and landing areas according to both required best management practices and recommended guidelines in the Manual.
- 3) Retain buffer strips along roads and filter strips along riparian areas according to both required best management practices and recommended guidelines in the Manual.
- 4) Avoid wetlands resources area crossings during forest cutting operations if possible, established and maintain stream crossings for logging machinery, and operate machinery within wetlands only when necessary and in strict compliance with both required best management practices and recommended guidelines in the Manual.
- 5) Locate and map all vernal pools with a proposed harvest area and plan harvest in strict compliance with both required and best management practices and recommended guidelines in the Manual for certified vernal pools. Upon the

request of Owner, the Commonwealth with assist Owner, at the Commonwealth's expense, to locate, map and certify all vernal pools with a proposed harvest area.

- 6) Retain a portion of the overstory trees on managed forestlands at all times. Vary amount of retention depending on slope. Minimum retention on all slopes shall consist of an average basal area of ≥ 10 square feet per acre in live trees ≥ 14 " dbh. Retain live trees in ≥ 2 groups per acre when possible, consisting of sound, relatively wind-firm trees, and existing den trees and/or snag trees when possible. Retain a mix of live [mature] mast-producing hardwoods, including oak and black cherry, and cover-producing softwoods including hemlock and white pine, where possible. Retain some large downed dead woody material in or near retained groups when possible. On slopes $< 30\%$ the minimum retention shall apply. On slopes of $30\% - 60\%$, retain $\geq 30\%$ of the overstory canopy during any forest cutting operation, including ≥ 10 square feet per acre in live trees ≥ 14 " dbh, and waiting period of ≥ 5 years must elapse before another cut is made. On slopes of $\geq 60\%$, retain $\geq 60\%$ of overstory canopy well distributed over the area during any forest cutting operation, including ≥ 10 square feet per acre in live trees ≥ 14 dbh, and waiting period of ≥ 5 years must elapse before another cut is made.

DEFINITIONS:

Biological Diversity (Biodiversity)

The entire assemblage of native flora and fauna and their supporting habitats and natural communities.

Dbh

Diameter at breast height (4.5' above ground).

Habitat

The biological and physical conditions necessary for the sustained occurrence of a given plant and animal species.

Native

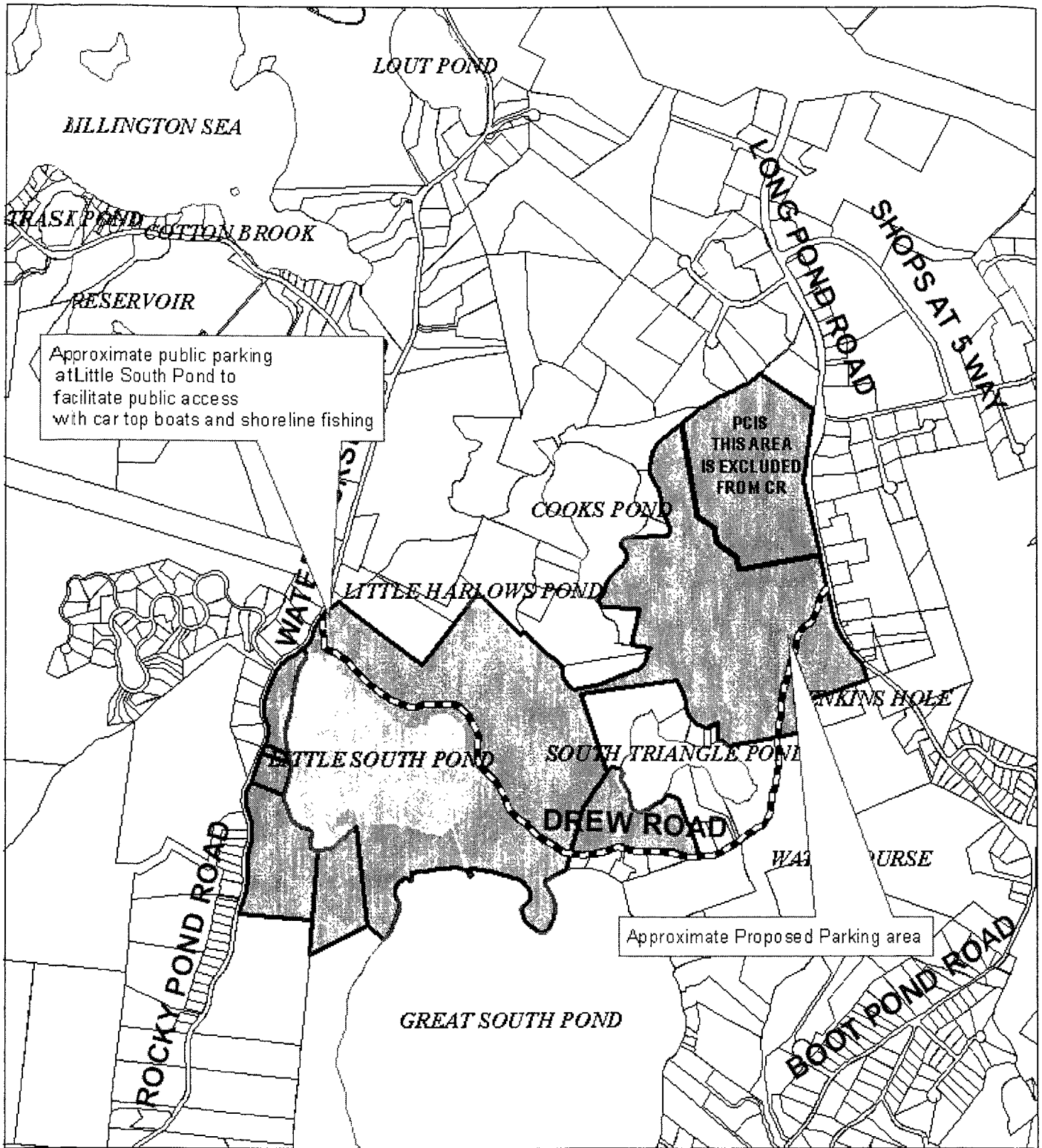
A species which occur or has occurred within the Commonwealth which has not been deliberately or accidentally introduced by humans into the state nor introduced elsewhere and spread from that introduction into the state.

Natural Community

A recurrent assemblage of plants and animals found in particular and relatively predictable associations with the physical environments.

Manual

The most recent edition of “Massachusetts Forestry Best Management Practices Manual” (Kittredge & parker, 1996), and subsequent versions if approved by the Commonwealth.



March, 2007

Exhibit C Town Forest Conservation Restriction



Department of Planning
and Development

