



PLAYGROUND AND OPEN SPACE ASSESSMENT AND RECREATION PLAN Town of Wareham

PREPARED FOR :
THE TOWN OF WAREHAM
THE WAREHAM OPEN SPACE COMMITTEE

September, 2014





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The Town of Wareham, working through the Wareham Open Space Committee, retained BL Companies in July 2014 to perform recreational assessments and generate a town wide playground and open space evaluation and recommendation report. The report reviewed thirteen (13) public play areas, seven (7) school centered play areas and four (4) open space centered sites located within the Town. The assessment report contains site specific playground and open space program improvement strategies along with maintenance recommendation.

The town provided four existing reference documents for reference during the project. They were "The Town of Wareham Open Space and Recreation Plan 2010-2017", "Open Space Survey (public comment) results", "A Guide to Walking Trails in Wareham", and "Fields and Grounds Site Survey Report". The Open Space Committee also made available their input as well as listing of neighbored groups and local organizations that have a vested interest in the outdoor areas being reviewed.

The assessment reviewed existing data and performed site specific reviews to gain an understanding of the town's and or communities current and future recreational and open space needs for incorporation into a community based needs approach.

Site history and current natural opportunities were inventoried, investigated and incorporated into a community based vision for each site; Assessments identify improvements most suitable for the specific sites while minimizing adverse environmental or historical impacts. Recommendations balance the visual, transportation, and recreational uses for the enjoyment of residents and visitors of the town.

Recommendations are broken down by individual site as well as presented at a management/maintenance level. These recommendations can be utilized to form future capital needs improvement forecasting and potential site exacting projects.

The assessment on the playgrounds and open space areas shows that Wareham has some truly excellent areas for outdoor recreation. The primary recommendations are that the Town with the assistance of community groups, schools and neighborhood groups needs to maintain their parks at a higher level. In order to do so the first step would be to recondition, renovate and construct improvements at a majority of the outdoor areas, clearly define and identify those areas to the residents of the town, and provide ample security to those areas to prevent unwarranted theft and vandalism. After which a Town Community Partnership based maintenance plan can be undertaken to keep the open space areas and playgrounds in a safe, secure and inviting manner.



The Town of Wareham developed The Wareham Open Space and Recreation Plan 2010-2017 along with the Fields and Grounds Site Survey Report (results of a public open space survey). These documents combine to form a framework looking forward to improving the outdoor experience for all live, work and recreate within the Town.

The Town of Wareham Open Space Committee understood the necessity to review the town's assets with respect to its playground areas and open spaces. This was needed in order to identify those areas which could be targeted for renovation and rehabilitation. An assessment would quantify the investment by the town and identify those potential parcels or areas that required capital investment.

The Town of Wareham, working through the Wareham Open Space Committee, retained BL Companies in July 2014 to perform recreational assessments and generate a town wide playground and open space evaluation and recommendation report. The report would assess twenty one (21) playgrounds and three (3) open space sites located within the Town.

In late July 2014 BL Companies performed site specific (on site) evaluations and assessment of each individual site listed in this document. BL Companies also recommends site specific playground and open space program improvements along with maintenance plans within this document.

BL Companies reviewed all available data and performed site specific assessments to gain an understanding of the town's current and future recreational and open space needs for incorporation into a community based needs approach.

BL Companies investigated site history and current natural opportunities while inventorying, investigating and incorporating the findings into a user based vision for each site. Assessments identify improvements most suitable for the specific sites while minimizing adverse environmental or historical impacts. Recommendations balance the visual, transportation, and recreational uses for the enjoyment of residents and visitors of the town.



BL Companies conducted site assessments for all playgrounds and open space parcels listed in the request for proposal Appendix A-(Property locations) which consists of twenty one (21) playground locations and three (3) open space locations. It should be noted that these sites as called out in the request for proposal were redefined and broken down by clearer use categories based on individual site assessment use during the creation of this report.

As part of the assessment process recreation plans and maintenance plans were compiled for the twenty one playgrounds and three open space parcels. After this was accomplished a comprehensive report containing separate sections for each playground and open space location was created. Upon review by the Open Space Committee the a final report was prepared and presented to the Board of Selectmen, Open Space Committee and the general public.

Topics of Consideration during the review consisted of:

1. Improvement of existing and creation of new water access
2. Neighbor playgrounds (optimal site usage).
3. Seasonal usage.
4. Review of all sites for Safety, Security, Visibility and Access
5. Universal Accessibility
6. Property Use Analysis
7. Equipment Maintenance Review
8. Layout Recommendations
9. Neighbor and Neighborhood Organization input.
10. Site Specific Equipment Selection and Coordination
11. Vehicle Access

BL Companies analyzed all newly acquired data and drafted final recommendations pertaining to specific site locations and program elements.

Playground Recreation and Maintenance Plans were broken down by individual site. Yearly maintenance schedules for each individual site were provided along with overall park maintenance recommendations.

Open Space Passive Recreation and Maintenance Plans were broken down by individual site. Specific conservation restriction language was reviewed for each site and the recommendations adhere to those restrictions. Yearly maintenance schedules for each individual site were provided along with overall open space maintenance recommendations.

The final report submission to the Town was in the form with four (4) bound copies of the report and six (6) electronic copies.

Site Location



Scale: NTS

Map Legend

Designation = Destination

ADA Accessible / Parking = None

(#)	Amenities	Condition
(P)	Shade/Picnic Pavilion	Fair
(B)	Basketball Courts (2)	Fair
(D)	Baseball Diamond	Poor
(U)	Open Field	Fair
(C)	Large Climber (Wood)	Good
(K)	Monkey Bars	Fair
(BT)	Play Boat Structure	Fair
(S)	Swings (8 Child)	Poor
(R)	Tire Swing	Fair
(S)	Tunnel	Fair
(L)	Balance Structures (2)	Fair
(H)	Bench (1)	Fair
(T)	Picnic Tables (4)	Fair



Site Location Assessment Summary Leonard C. Lopes Playground 248 Onset Avenue



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 1

Site Visit: A site visit and analysis was performed on July 22, 2014

Initial Classification:

☒ Destination Playground

☐ Neighborhood Playground

☐ Group Playground

☐ School Playground

☐ Open Space

Accessibility: The site is accessible from a small gravel parking area accessible off Storer Street. There is a improvised pedestrian entry at the southeast corner of the park. There is pedestrian access off of Onset Avenue



Parking Area



Improvised Pedestrian Entry (southeast corner)

Field and Courts Area: There are two full size basketball courts. The courts are in fair condition. There is an erosion issue at the catch basin within the walkway between the two courts. There is also a baseball diamond in poor condition and a very large open grass area at west side of the site.

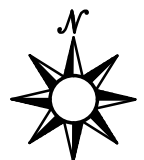


Basketball Court



Baseball Diamond (backstop shown)

Site Location Assessment Summary
Leonard C. Lopes Playground
248 Onset Avenue



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 2

Playground Apparatus: The play structure is a large custom built wood climber, with many built-in slides, monkey bars, and balance structures. There are also many custom-built free standing play structures.



Large Cimber (view 1)



Large Climber (view 2)



Swings (tire climber in foreground)



Shade Umbrella



Play Boat



Balancing Bridges

Site Location Assessment Summary Leonard C. Lopes Playground 248 Onset Avenue



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 3

Signage: Signage is numerous and of many different styles.

Fencing: There are several fence types on this site. A 3' high wood picket fence runs along the parking area and also along Onset Avenue. A 6' high chain link fence runs along the southern edge of the park. There is no fencing along the north or west boundaries.



Park Sign along Onset Avenue



Sign facing Onset Avenue (southeast corner)

Passive Recreation: There is a Pavilion and 4 picnic tables. Also, the large open grass area can be used for passive recreation.

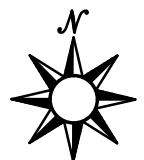


Pavilion



Picnic tables (open grass area beyond)

Site Location Assessment Summary Leonard C. Lopes Playground 248 Onset Avenue



Prepared By:



BL Companies
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Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 4



Initial Assessment: The ingredients are all here for a successful community and playground: a range of activities, safe and welcoming layout, reasonable off street access, proximity to users, and interest from users. A collection of repair and maintenance measures, employed towards the most critical park conditions will strengthen these intrinsic qualities and foster the continued use and popularity of the park.

Primary Recommendations:

- Provide dedicated ADA accessible parking space at Storer Street Parking lot.
- Provide Additional Swings.
- Reconstruct walkways to Basketball Courts and reset manhole as needed to maintain drainage.
- Replace playground tire swing.
- Reconstruct baseball Diamond and backstop. There is potential for generating interest from local sports teams to host games, though that would trigger the need for expanded parking facilities, for which there is otherwise little need.

Maintenance:

- Mow as needed.
- Monthly safety inspection of play equipment.
- Apply post-emergent weed killer once yearly at ball field and playground gravel surface.

Opinion of Cost:

- Parking Restoration = \$3,000
- Swings (2) = \$1,000
- Basketball Court Walkways = \$3,000
- Reset Manhole = \$1,500
- Baseball Diamond, Backstop = \$15,000

Total Opinion of Cost: \$23,500

**Site Location Assessment Summary
Leonard C. Lopes Playground
248 Onset Avenue**



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

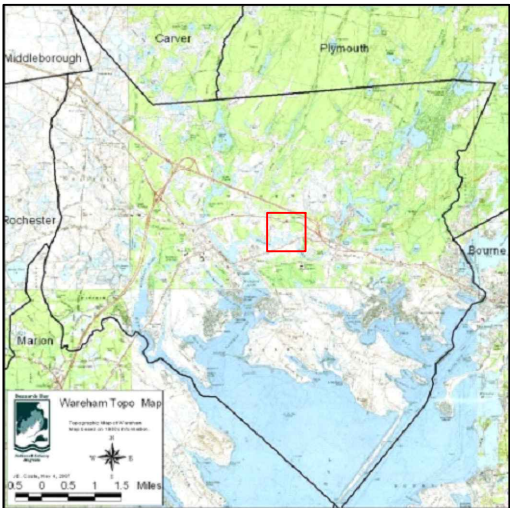
Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 5

Site Location



Scale: NTS

Map Legend

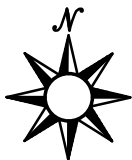
Designation = Neighborhood
ADA Accessible / Parking = Limited

(#)	Amenities	Condition
(B)	Basketball Court	Poor
(V)	Volleyball Court	Poor
(S)	Swings (3 Sets)	Poor
(K)	Monkey Bars	Fair
(Z)	Zip Slider	Fair
(SL)	Slide	Fair
(M)	Merry-go-round	Fair
(SS)	See-saw	Fair
(P)	Shade / Picnic Pavilion	Good
(T)	Picnic Table (3)	Fair
(H)	Bench (1)	Fair
(WF)	Water Fountain	Fair
(U)	Open Field	Good



Scale: 1"=30'

Site Location Assessment Summary
Oakdale Playground
23 Apple Street



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 1

Site Visit: A site visit and analysis was performed on July 22, 2014

Initial Classification:

☐ Destination Playground

☒ Neighborhood Playground

☐ Group Playground

☐ School Playground

☐ Open Space

Accessibility: The park is accessible from Apple Street. There is no parking available.



Access on Apple Street (no parking)



Vehicle access gate (for emergency)

Field and Courts Area: There is a large open grass area which is in good condition. There is a basketball court in poor condition, with rusted hoops, missing nets, and a large shrub/tree growing at the northwest corner of the court which is encroaching onto the court. There is also a backstop fence in the southwest corner of the park suggesting that there once was a baseball/softball diamond. There is lastly a volleyball court with damaged net.

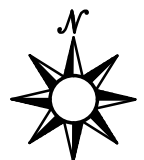


Open grass area (backstop fence beyond)



Basketball court

Site Location Assessment Summary
Oakdale Playground
23 Apple Street



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 2

Playground Apparatus: There are 3 swing sets (12 swings), a slide, monkey bars, zip slider, merry-go-round, and see-saw. The swings are in poor condition as several are missing and/or in need of repair. The other play equipment is in fair condition.



Merry-go-round



Swings

Signage: A park rules sign, and park name sign (mounted w/ hours and volunteer sign) is all the signage present.

Fencing: The park is surrounded by 4' high chain link (generally in good condition). There is a 10' high section of fence north of the basketball court, and also a 10' high backstop section at the southwest corner. There is one pedestrian gate, and a 12' wide double gate at the park entry (along Apple Street). Some sections of fence (primarily the 10' high sections) are overgrown with invasive vines, and weedy shrubs/trees.



"Park Rules" Sign



Park Hours, Park Name, and Volunteer Sign

Passive Recreation: There is a pavilion structure in good condition, however there is no surface treatment of area under the pavillion (grass only). There are also 3 picnic tables, and 1 bench

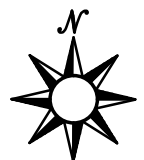


Chain Link Fence (vines on 10' fence)



Pavilion

Site Location Assessment Summary Oakdale Playground 23 Apple Street



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BL Companies
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Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 3



Initial Assessment: The park is overall in good condition. The lack of parking limits use to local residents though attracting users from afar does not seem necessary for validation of this playground. The scattered arrangement of play equipment restricts the use of the open space. Rearranging these pieces of equipment will create greater opportunities for active recreation. Additionally, an opportunity exists to construct a simple car top boat launch extending from Apple Street along the west side of the park.

Primary Recommendations:

- Repaint basketball hoops, remove shrub encroaching on court.
- Relocate merry-go-round and see-saw closer to monkey bars.

Maintenance:

- Bi-weekly mowing
- Monthly inspection of play equipment
- Annual weed treatment at play equipment and basketball court.
- Removal of vine growth from fencing as needed.

Secondary Recommendations:

- All primary recommendations.
- Construct gravel driveway to water for car top boat launch.

Primary Opinion of Cost:

- Court Repainting and plant pruning = \$5,000
- Relocate play equipment = \$2,000
- Provide concrete slab under pavillion = \$3,000

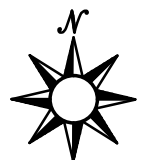
Total Opinion of Cost: \$10,000

Secondary Opinion of Cost:

- Court repainting and plant pruning = \$5,000
- Relocate play equipment = \$2,000
- Provide concrete slab under pavillion = \$3,000
- Gravel driveway to water = \$7,000

Total Opinion of Cost: \$17,000

**Site Location Assessment Summary
Oakdale Playground
23 Apple Street**



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 4

Site Location

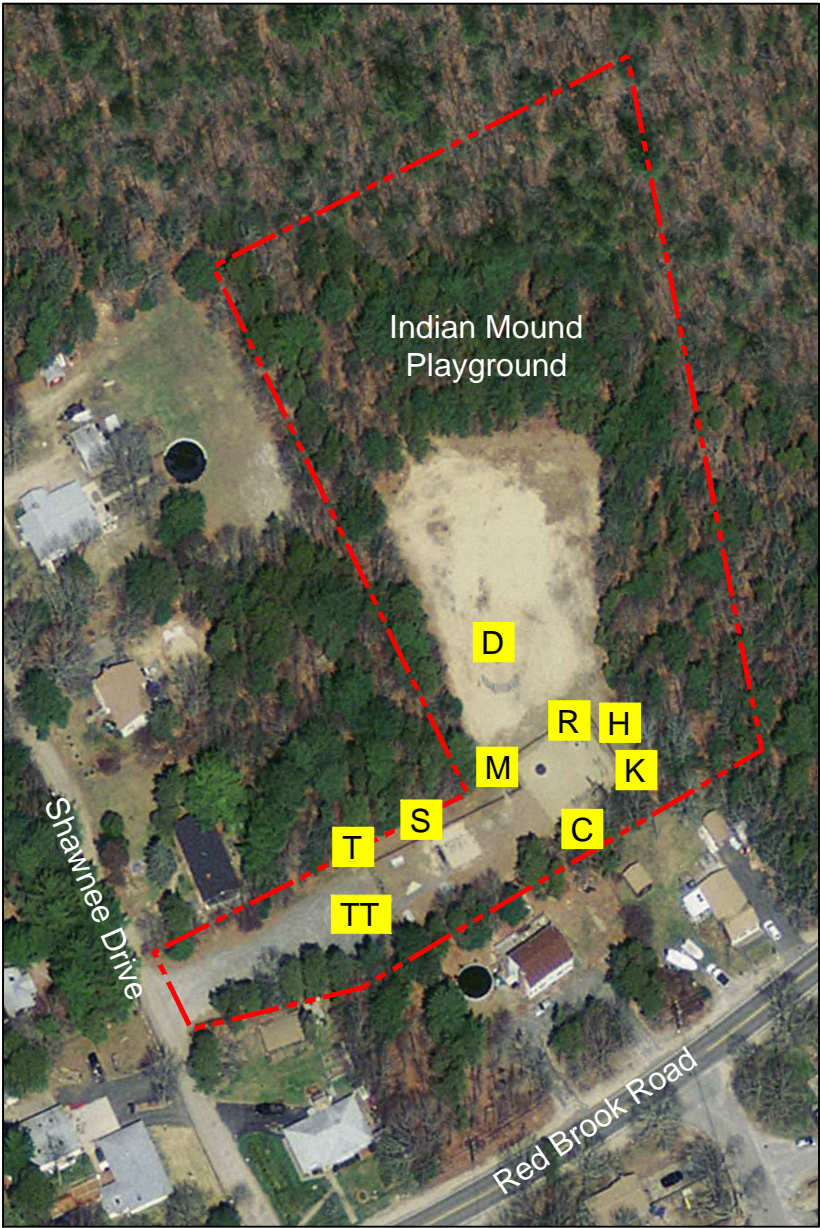


Scale: NTS

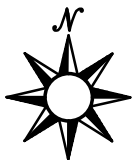
Map Legend

Designation = Neighborhood
ADA Accessible / Parking = None

(#)	Amenities	Condition
(S)	Swings (2 sets)	Fair
(TT)	Tic-tac-toe	Poor
(C)	Climber (Wood)	Fair
(K)	Monkey Bars	Fair
(M)	Merry-go-round	Poor
(R)	Tire Swing	Poor
(D)	Baseball Diamond	Poor
(T)	Picnic Table (3)	Poor
(H)	Bench (4)	Poor



Site Location Assessment Summary
Indian Mound Playground
3 Shawnee Road



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 1

Site Visit: A site visit and analysis was performed on July 22, 2014

Initial Classification:

☐ Destination Playground

☒ Neighborhood Playground

☐ Group Playground

☐ School Playground

☐ Open Space

Accessibility: Site access is from a gravel parking area off of Shawnee Drive.



Parking Area (looking east)



Shawnee Drive (looking west from parking area)

Field and Court Areas: There is a baseball diamond with backstop at the north side of the site. The field is in poor condition, and appears to be abandoned. The backstop appears to be in fair condition.

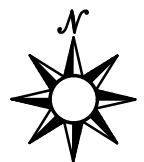


Baseball Diamond (backstop at left)



Baseball Diamond (outfield)

Site Location Assessment Summary
Indian Mound Playground
3 Shawnee Road



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 2

Playground Apparatus: The playground equipment consists of a swing set (4 swings), 2 climbers, a tire swing structure, a meri-go-round, and a tic-tac-toe game. The swings, climbers, and merry-go-round appear to be in fair condition. The tire and chains for the tire-swing structure are missing as is the tic-tac-toe game which has been vandalized.



Climbers



Swings

Signage: There is a park size and an orange "dirt bikes prohibited" sign. Both signs appear to be vandalized.

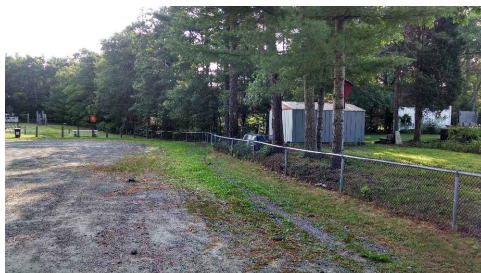


Park sign



"dirt bikes prohibited" sign

Fencing: There is 3' high chain link fence surrounding the playscape area of the site. The fence along the eastern boundary is damaged. There are wood bollards along the west boundary (between playscape area and parking).



Chain Link fence (along south boundry)



Fencing (looking east, damaged fencing in background)

Passive Recreation: There are 3 picnic tables and 3 benches, all of which have been vandalized.

Site Location Assessment Summary Indian Mound Playground 3 Shawnee Road



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 3



Initial Assessment: Isolation and underuse has likely played a role in the ball field and playgrounds disrepair and vandalism. Despite these factors, there is great potential in this site.

Primary Recommendation:

- Repair damaged play equipment
- Replace picnic tables and benches
- Remove baseball field and restore to large open lawn area
- Provide additional signage
- Provide additional fencing and gates to secure park during non-use

Primary Opinion of Cost:

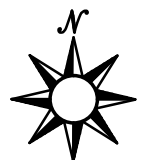
- Repair play equipment = \$6,000
- Replace picnic tables and benches = \$6,000
- Remove baseball field, and restore to large open lawn area = \$10,000
- Additional Signage = \$4,000
- Additional Fencing = \$5,000
- Design and Engineering = \$10,000

Maintenance:

- Bi-weekly mowing. Weekly mowing of ball field during playing seasons.
- Annual weed treatment at play equipment gravel.
- Monthly Inspection of playground equipment.

Total Opinion of Cost: \$41,000

**Site Location Assessment Summary
Indian Mound Playground
3 Shawnee Road**



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

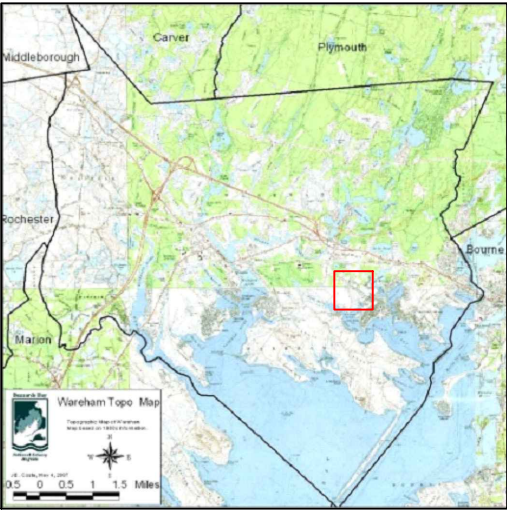
Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 4

Site Location



Scale: NTS

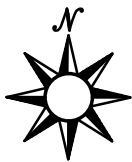
Map Legend

Designation = Group
ADA Accessible / Parking = Yes

(#)	Amenities	Condition
(Q)	Chess Tables (4)	Fair
(SB)	Shuffle Board	Fair
(B)	Platform and Portable Bathroom	Fair



Site Location Assessment Summary
Onset Park (with Chess Tables)
10 Union Avenue



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 1

Site Visit: A site visit and analysis was performed on July 22, 2014

Initial Classification:

☐ Destination Playground

☐ Neighborhood Playground

☒ Group Playground

☐ School Playground

☐ Open Space

Accessibility: The park is accessed from angled parking along 10th Street and from the parking lot(s) between 10th Street and Bishop Street.

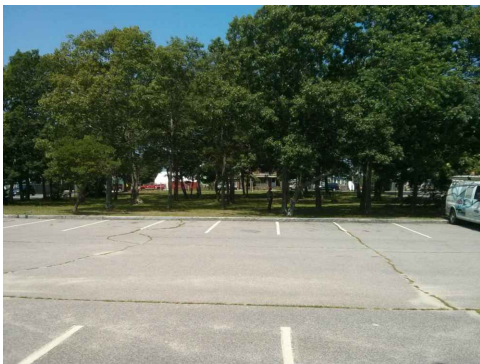
Field and Courts Area: None

Playground Apparatus: None

Signage: One "No Dogs Allowed" Sign

Fencing: None

Passive Recreation: The park has 4 concrete chess tables and 1 shuffleboard court.



Parking Lot (between 10th and Bishop)



"No Dogs" Sign (only sign at the park)

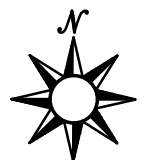


Shuffle Board Court



Chess Table

Site Location Assessment Summary
Onset Park (with Chess Tables)
10 Union Avenue



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 2



Park (looking south)

Initial Assessment: This park is located within a neighborhood rich in amenities and vitality. As such, its limited passive recreation program of gaming tables and shuffleboard is a unique quality that distinguishes this park from the highly programmed spaces nearby. Off street Parking appears to be at a premium in this neighborhood so an expansion of the existing lots into a portion of the wooden park space might be appropriate. While the existing tree canopy gives the park an intimate feel, the overly homogenous experience it creates suggests that thinning the existing grove and introducing sunlight would benefit the park.

Primary Recommendations:

- Remove selective trees to introduce sunlit areas. Removals should be limited to 5-8 total trees.
- Restore and protect concrete seating and chess tables.

Maintenance:

- Bi-weekly mowing, tree pruning as needed.
- Apply post-emergent weed killer once yearly to parking lot and shuffleboard cracks.

Primary Opinion of Cost:

- Tree Removal = \$3,000
- Refurbish Chess tables and seats = \$2,000

Total Opinion of Cost: \$5,000

Secondary Recommendations:

- Restore and protect concrete seating and chess tables.
- Add additional parking aisle and rows west of existing rows (gain of 34 spaces to existing 68 spaces =102).

Maintenance:

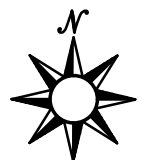
- Bi-weekly mowing, tree pruning as needed.
- Apply post-emergent weed killer once yearly to parking lot and shuffleboard cracks.

Secondary Opinion of Cost:

- Tree Removal = \$3,000
- Refurbish Chess tables and seats = \$2,000
- Additional 14,000 SF Parking Area = \$80,000
- Design and Engineering = \$12,000

Total Opinion of Cost: \$97,000

**Site Location Assessment Summary
Onset Park (with Chess Tables)
10 Union Avenue**



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

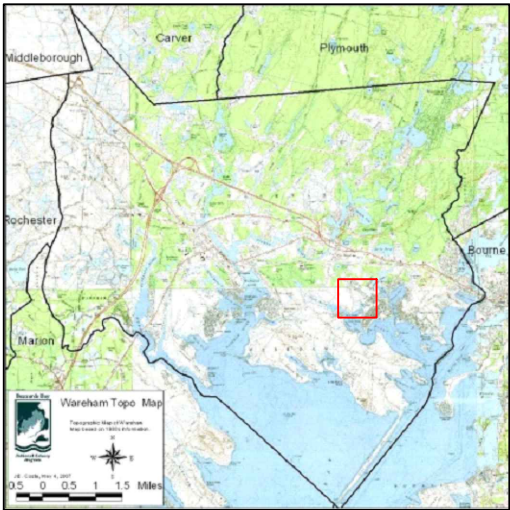
Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 3

Site Location



Scale: NTS

Map Legend

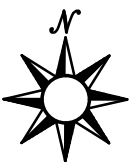
Designation = Destination / Group


ADA Accessible / Parking = Yes

(#)	Amenities	Condition
(Z)	Tennis Courts (2)	Poor
(B)	Basketball Court	Poor



Site Location Assessment Summary
Richard Brown SR Tennis Courts and Basketball Court
11 Highland Avenue



Prepared By:  BL Companies 100 River Ridge Drive Suite 105 Norwood, MA	Prepared For:  Town of Wareham Massachusetts Open Space Committee	Field Analysis Data Page 1
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Site Visit: A site visit and analysis was performed on July 22, 2014

Initial Classification:

☒ Destination Playground

☐ Neighborhood Playground

☒ Group Playground

☐ School Playground

☐ Open Space

Accessibility: The tennis courts are accessible from angled parking along 10th Street.



Angled Parking (along 10th Street)



Full-Court Basketball Court

Field and Courts Area: The space consists of two tennis courts and a basketball court in poor condition. There are large cracks in all court surfaces. The fencing is rusted and covered in vines in some places. The net and net posts are missing from 1 court, and the net for the second court is damaged.

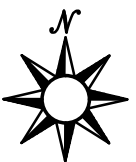


Court Surface (cracks and rust stains visible)



Tennis Net (damaged)

Site Location Assessment Summary
Richard Brown SR Tennis Courts and Basketball Court
11 Highland Avenue



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 2

Playground Apparatus: None

Signage: Several signs adorn the perimeter fence, all with different graphic stylings.



Park Sign



"Park Hours" sign

Fencing: The courts are surrounded by 10' high chain link fence. Heavy rust has built up on the fence and stained the court surface beneath as well. The fence does not have a center rail (only top and bottom rails), and as such, the fencing fabric has become warped at each fence section. The gates and gate hardware are in poor condition,



Fencing (looking west)



Tree growing inside of tennis court



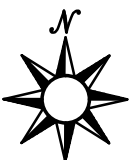
Gate hinge (damaged)



Gate hardware

Passive Recreation: None

Site Location Assessment Summary
Richard Brown SR Tennis Courts and Basketball Court
11 Highland Avenue



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 3



Tennis Courts and Warped Fencing

Initial Assessment: The tennis courts and Basketball Court are in need of repair. Their prime location supports the expectation that they will see renewed and greater use by the community following these renovations.

Primary Recommendations:

- Replace existing fence with new "3-rail" chain link system.
- Remove weed and vine growth.
- Resurface tennis courts.
- Provide new tennis net posts and netting
- Repair basketball hoop and nets.
- Resurface Basketball court.

Opinion of Cost:

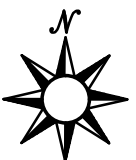
- 700 LF Chain Link Fence = \$30,000
- Resurfacing (2) Tennis Courts = 10,000
- New tennis net posts and net = \$10,000
- Resurface Basketball Court = \$11,000
- Repair basketball hoops and nets = \$1,000
- Design and Engineering = \$8,000

Maintenance

- Apply Post-emergent weed killer once yearly.
- Immediately repair surface cracks as needed.

Total Opinion of Cost: \$70,000

Site Location Assessment Summary
Richard Brown SR Tennis Courts and Basketball Court
11 Highland Avenue



Prepared By:



BL Companies
 100 River Ridge Drive
 Suite 105
 Norwood, MA

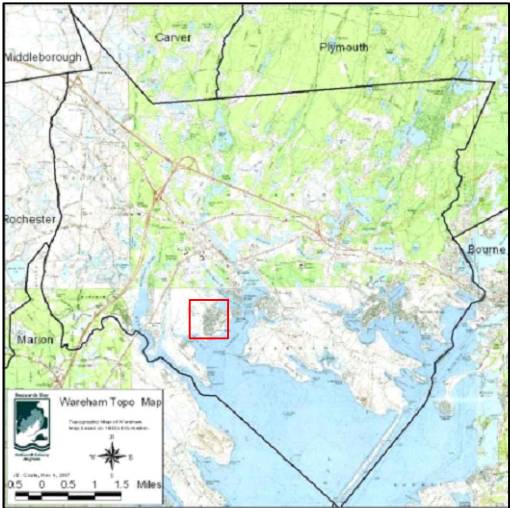
Prepared For:



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 Open Space Committee

Field Analysis
 Data Page 4

Site Location



Scale: NTS

Map Legend

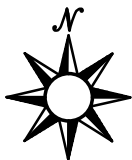
Designation =
Neighborhood / Destination

ADA Accessible / Parking = None

(#)	Amenities	Condition
(V)	Volleyball Court	Poor
(B)	Basketball Court	Poor
(P)	Shade / Picnic Pavilion	Poor
(Q)	Climber 1 (Wood)	Poor
(CS)	Climber 2 (Wood-Small)	Poor
(R)	Tire Swing	Fair
(S)	Swing (6 Child)	Fair
(T)	Picnic Tables (2)	Good
(H)	Benches (2)	Fair
(U)	Open Field	Fair



Site Location Assessment Summary Swifts Beach Playground Roby Street



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 1

Site Visit: A site visit and analysis was performed on July 22, 2014

Initial Classification:

☒ Destination Playground

☐ Neighborhood Playground

☐ Group Playground

☐ School Playground

☐ Open Space

Accessibility: The site is accessible from the parking area to the south east side of the play area (adjacent to beach). The playground is protected from the parking area with wood bollards. There is no parking along Pond Street which acts as the main access drive into the Swifts Beach parking area (although official park address is Roby Street). There is a 6 ft tall chain link fence which runs along the entire east and north edge of the playground (along Pond Street). There are 2 access gates along Pond Street (one 4' pedestrian gate and one 12' double gate for vehicle access), and one 4' pedestrian gate at the northernmost point of the site.



Bollards (Looking Northwest)



6' Chain Link Fence and Access Gate

Field and Court Areas: The Basketball Court surface is in fair condition, and 1 hoop is missing. There also appears to be a volleyball court with missing net and damaged net poles. A large portion of the site is open grass area in fair condition.

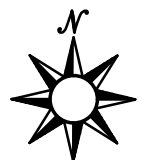


Basketball Court



Volleyball Court (w/ Open Grass Area beyond)

Site Location Assessment Summary
Swifts Beach Playground
Roby Street



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 2

Playground Apparatus: The play structures are located at the northern edge of the site, far and isolated from the parking area. The structures are in fair condition, requiring little more than repainting. There are 2 climbers, one swing set (6 total), and 1 tire swing.



Swings (Looking Northwest)



Climbers

Signage: There is signage at the northeast corner of the site, however no signage at the parking area from which most users would enter. The signage has a very unwelcoming tone, describing everything you can not do, and where you can not go.



Site Location Assessment Summary Swifts Beach Playground Roby Street



Prepared By:



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Suite 105
Norwood, MA

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Field Analysis
Data Page 3

Fencing: As discussed in the Accessibility Section; there is a 6' high chain link fence along the entire east and north boundaries of the site. The fence is in fair to poor condition, unnecessarily tall, projects a message of exclusion, and is in contrast to the scale and character of the surrounding neighborhood. There is no fencing along the western boundary where poison ivy and invasive plants have taken hold.



6' High Fence (Looking Southeast)



Pond Street (Looking Northwest)

Passive Recreation: There is a large pavilion in fair to poor condition. The roof is in need of repair and the interior is covered in graffiti. It is also poorly located away from parking and nice views, and too close to the un-maintained and un-defined western park boundary.

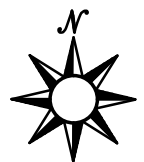


Pavilion



Pavilion Interior

Site Location Assessment Summary Swifts Beach Playground Roby Street



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BL Companies
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Suite 105
Norwood, MA

Prepared For:



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Massachusetts
Open Space Committee

Field Analysis
Data Page 4



Initial Assessment: Overall, this site has poor site programming and a disorganized layout. Perceived security needs seem to have taken priority over the need for a welcoming environment and rendered this playground isolated and underused. Swift Beach is a spectacular destination for Wareham residents, and by employing a few strategic recommendations, this playground can begin to measure up to the beach for which it is named.

Primary Recommendations:

- Replace 6' chain link fence with 4' wood rail fence.
- Repaint and repair and relocate play structures approximately 350' south to be closer to the existing town parking.
- Renovate pavilion structure.
- Install new Basketball hoop at post with missing hoop.
- Reseed former playground spaces with turfgrass.
- Add additional gravel lot parking between beach parking and new playground.
- Develop new signage plan.
- Install chain link fence along western edge of site

Maintenance:

- Bi-weekly mowing
- Periodic trash and plant debris pick-up.
- Monthly inspection of play equipment.
- Repair asphalt cracks as needed.

Opinion of Cost:

- Remove CLF and install wood rail fence = \$15,000
- Repair and Relocate Play Structures = \$6,000
- Renovate Existing Pavilion = \$15,000
- Basketball Hoop repair= \$1,000
- Reseed Former Play Structure Areas = \$1,000
- Additional Parking (15 spaces) = \$25,000
- Design and Engineering = \$8,000
- New Signage = \$2,000
- Chain link fence @ western edge = \$7,000

Total Opinion of Cost: \$80,000

**Site Location Assessment Summary
Swifts Beach Playground
Roby Street**



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

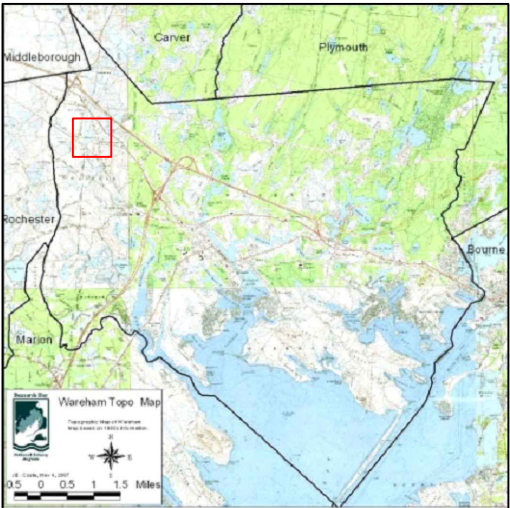
Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 5

Site Location



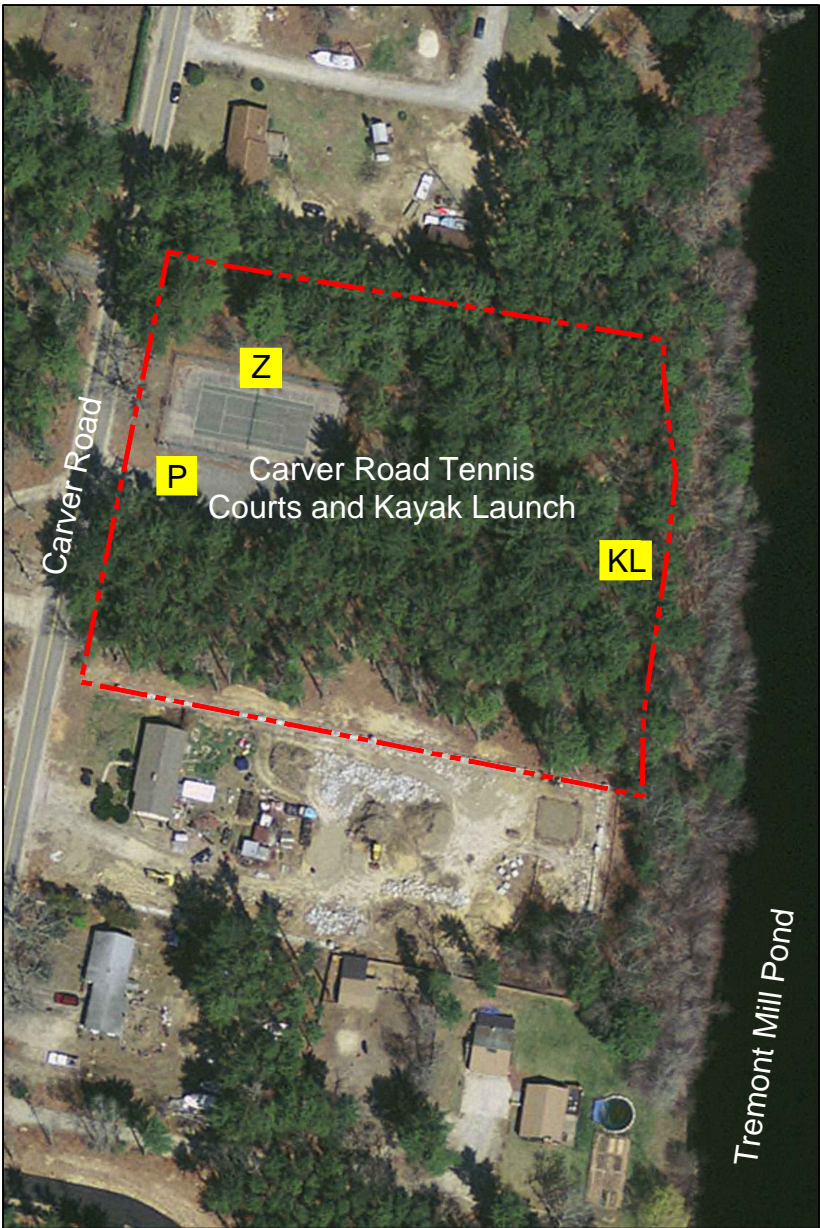
Scale: NTS

Map Legend

Playground Designation = Group

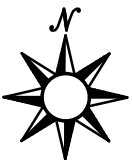
ADA Accessible / Parking = None

(#)	Amenities	Condition
(Z)	Tennis Court	Poor
(KL)	Kayak Launch	Fair
(P)	Parking	Fair



Scale: 1"=40'

Site Location Assessment Summary
Carver Road Tennis Courts and Kayak Launch
24 Carver Road



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 1

Site Visit: A site visit and analysis was performed on July 22, 2014

Initial Classification:

☐ Destination Playground

☐ Neighborhood Playground

☒ Group Playground

☐ School Playground

☐ Open Space

Accessibility: The site is accessed off of Carver Road. There is a parking area for approximately 10 cars



Parking Area (looking West)



Parking Area (looking East)

Field and Courts Area: The tennis courts are in poor condition. The surface has many cracks, net posts are damaged, weeds are growing through the cracks and fence.

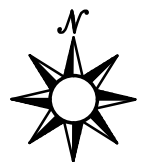


Tennis Court



Tennis Net (damaged net post, surface cracking visible)

Site Location Assessment Summary
Carver Road Tennis Courts and Kayak Launch
24 Carver Road



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 2

Playground Apparatus: None

Signage: There is a park sign as well as a "canoe access" sign. Signs are in fair condition, however they are poorly located



Park Sign



Water Access Sign

Fencing: The fencing surrounding the tennis courts is 10' high vinyl coated chain link fence in fair condition. There is also a chain link fence storage area located on the south east corner of the tennis courts.

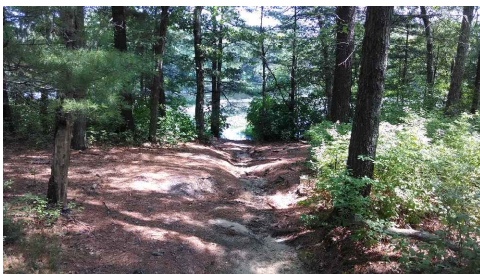


Tennis Court Fence



Storage

Passive Recreation: There is water access to Tremont Mill Pond. The trail is in poor condition due to stormwater erosion.

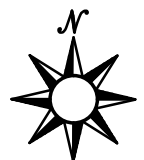


Water Access Trail (erosion)



Water Access (Canoe / Kayak Launch)

Site Location Assessment Summary Carver Road Tennis Courts and Kayak Launch 24 Carver Road



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 3



Park (as viewed from Carver Road)

Initial Assessment: Presently, the site's primary function is to provide access to the freshwater pond where regular three season activity in the form of fishing and kayaking takes place. This site has potential for 4 season use through path improvements to allow for ice fishing and skating in the winter. The tennis courts appear to rarely if ever get used, and this is reflected in their disrepair. More a safety issue than an asset, the local community can benefit from the removal of these tennis courts and the introduction of lawn area and the broader uses such a lawn will afford.

Primary Recommendation:

- Remove tennis courts, replace with open lawn area
- Re-grade and stabilize trail to pond.
- Install floatable dock at pond with small seating area
- Restore parking lot (crack repair, re-surface, re-striping)
- Relocate Signage to improve visibility.

Maintenance:

- Bi-weekly mowing.
- Spring and fall clean-up.

Primary Opinion of Cost:

- Tennis Court Removal and lawn replacement = \$10,000
- Path Improvements to pond = \$5,000
- Floatable Dock and seating = \$6,000
- Parking Restoration = \$3,000
- Improved Signage = \$1,500

Total Opinion of Cost: \$25,500

Site Location Assessment Summary
Carver Road Tennis Courts and Kayak Launch
24 Carver Road



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

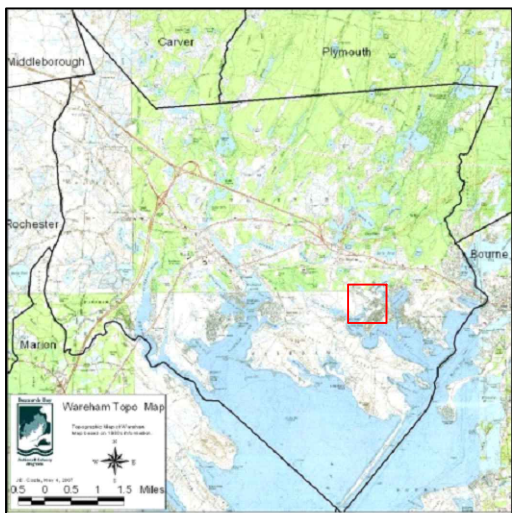
Prepared For:



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Field Analysis
Data Page 4

Site Location



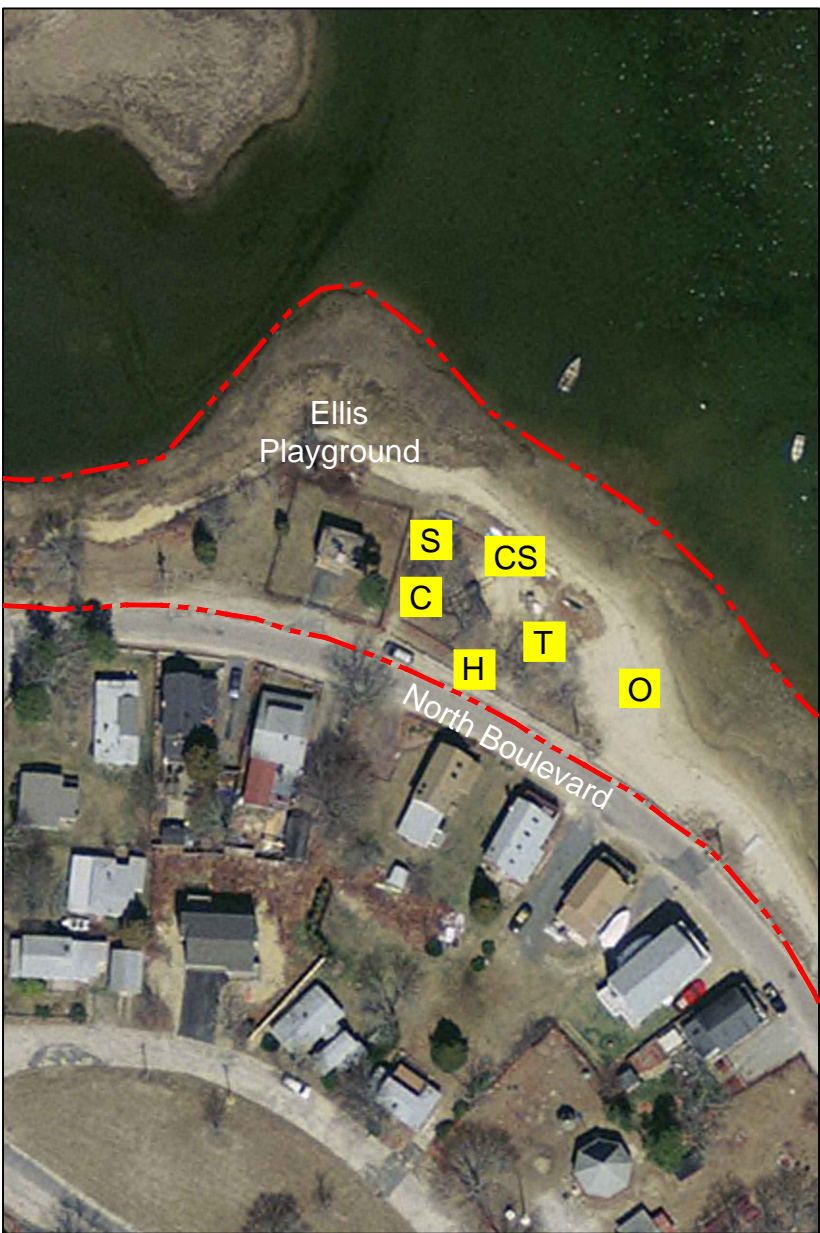
Scale: NTS

Map Legend

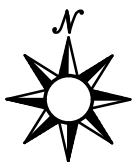
Designation =
Neighborhood / Destination

ADA Accessible / Parking = None

(#)	Amenities	Condition
(C)	Large Climber (Wood)	Fair
(CS)	Small Climber (Wood)	Fair
(S)	Swings (4 Child)	Fair
(T)	Picnic Table (1)	Fair
(H)	Bench (3)	Fair
(O)	Beach	Fair



Site Location Assessment Summary
Ellis Playground "Muddy Cove"
North Boulevard



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 1

Site Visit: A site visit and analysis was performed on July 22, 2014

Initial Classification:

☒ Destination Playground

☒ Neighborhood Playground

☐ Group Playground

☐ School Playground

☐ Open Space

Accessibility: The site is accessible from North Boulevard. There is no official parking here though it appears that visitors parallel park just off the road (along a white board fence on the north side of North Boulevard).



Parking Area (along white board fence)



Parking Area (looking east)

Field and Courts Area: None

Playground Apparatus: The site has two play structures. One is a large size wood climber with 4 swings, the other is a medium size wood climber with a yellow plastic (composite) slide.

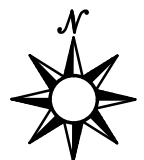


Climber (w/ slide)



Climber (w/ swings)

Site Location Assessment Summary
Ellis Playground "Muddy Cove"
North Boulevard



Prepared By:



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Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 2

Signage: There is minimal signage. The only signs on site are parking related.



Sign (no vehicles on beach, no shell fishing)



Sign (no parking)

Fencing: There are several fences on site. There is a 3' white board fence along the north side of the road (North Blvd.). The playscape area is surrounded by a 3' high chain link fence on 3 sides (no fence along eastern edge). There is also a 6' high security fence surrounding the adjacent pump station (west of site).



Chain link fence (at north of site)



Fencing (3' board fence, 3' chain link fence, 6' security fence at pump station beyond)

Passive Recreation: The site includes a small beach in fair condition, some nice open space w/ views, and a picnic table.

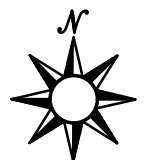


Open area



Pathway to beach

Site Location Assessment Summary Ellis Playground "Muddy Cove" North Boulevard



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 3



Initial Assessment: The actual playground and open space require a light touch as there is tremendous existing opportunity with respect to the beach and the water. Addition picnic tables, and safety improvements to the existing play structures is all that is recommended. Outside the playground and beach a lack of parking limits public access, and by extension, the site's opportunities. There is defacto parking along portions of North Boulevard. By widening this road, a handful of legitimate parallel or angled spaces can be located nearest the playground, with opportunities for additional roadside parking south towards the intersection with East Central Avenue.

Primary Recommendation:

- Provide additional Picnic Tables.
- Install appropriate fall surface beneath play structures.
- Relocate white fence 5 feet nearer the beach to accommodate additional roadside parking.
- Install 1 ADA accessible parking space nearest the playground.
- Create access path from road to water's edge (between play area and pump station) for use as car top boat launch

Maintenance:

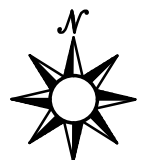
- Bi-weekly mowing.
- Spring and fall clean-up.
- Monthly inspection and repair of playground equipment
- Monthly raking of beach during summer and fall months.

Opinion of Cost:

- Picnic Tables (2) = \$1,200
- Fall Surface (90 CY of Sand) = \$2,000
- Fence Relocation/Refurbishment = \$3,000
- Parking space development = \$3,000
- Car Top Boat Launch = \$5,000

Total Opinion of Cost: \$14,200

Site Location Assessment Summary
Ellis Playground "Muddy Cove"
North Boulevard



Prepared By:



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Suite 105
Norwood, MA

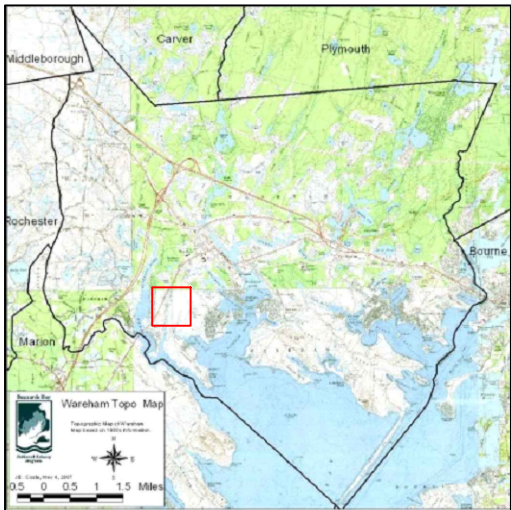
Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 4

Site Location



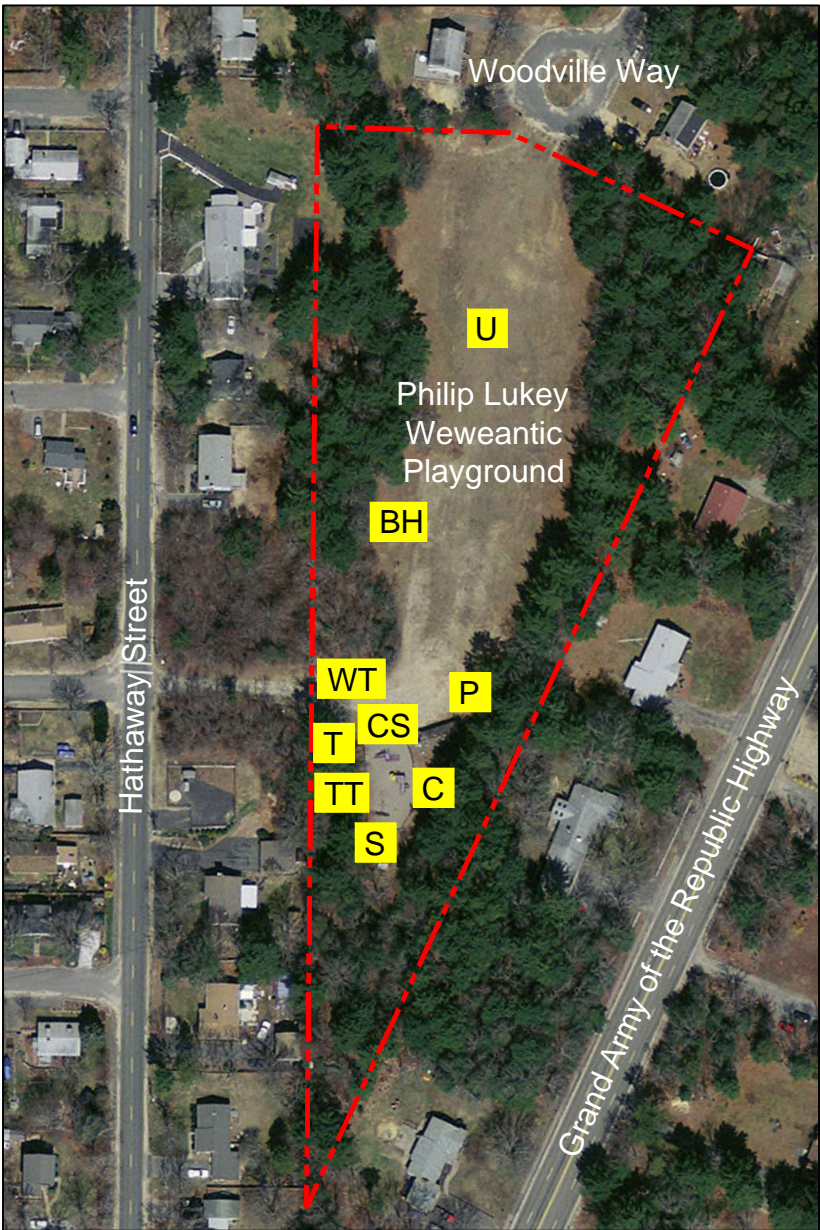
Scale: NTS

Map Legend

Designation = Neighborhood

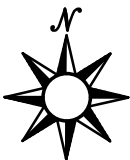
ADA Accessible / Parking = None

(#)	Amenities	Condition
(P)	Shade / Picnic Pavilion	Poor
(C)	Large Wood Climber	Fair
(CS)	Small Wood Climber	Fair
(S)	Swings (2 Sets)	Poor
(TT)	Tic-tac-toe	Poor
(WF)	Water Fountain	Poor
(BH)	Basketball Hoop (1)	Poor
(T)	Picnic Tables (4)	Fair
(U)	Open Field	Fair



Scale: 1"=50'

Site Location Assessment Summary
Philip Lukey Weweantic Playground
Hathaway Street



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 1

Site Visit: A site visit and analysis was performed on July 22, 2014

Initial Classification:

☐ Destination Playground

☒ Neighborhood Playground

☐ Group Playground

☐ School Playground

☐ Open Space

Accessibility: The park is accessed from a parking area off of Hathaway Street. The access drive has poor visibility from Hathaway Street. There is also pedestrian access (no parking) from the cul-de-sac at the end of Woodville Way.



Access drive off of Hathaway Street



Parking area (looking east)



Access Drive (looking west from parking area)



Pedestrian access from Woodville Way

Field and Courts Area: There is a large open grass area which can be used for unstructured play. The grass area is in fair condition. There is also a basketball hoop along the western edge of the open grass area. There is no paved court here, so the basketball hoop is essentially useless.

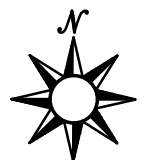


Open grass area



Basketball hoop (no court)

Site Location Assessment Summary
Philip Lukey Weweantic Playground
Hathaway Street



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 2

Playground Apparatus: The climbers are in fair condition, although some basic maintenance and/or painting may be needed. The swing set is missing 2 swings. The tic-tac-toe game has been vandalized. The playscape area is bounded by half buried tires. These tires are steel belted and could potentially be dangerous as the rubber wears down and the steel belts become exposed. The tires also present a tripping hazard since the height is so low and/or variable. They also seem to do little to contain the crushed stone within the playscape area, and therefore are not conducive to good maintenance.



Climber (tire edging in foreground)



Swings (2 swings missing)

Signage: There is minimal signage. There are "park rules" signs at both park entrances (Hathaway and Woodville) and a "vehicles forbidden" sign at the Woodville entry.

Fencing: The park is not fenced. There are wood bollards at parking area and also at the Woodville Way entry.



"Park Rules" sign (at parking area)



"vehicles forbidden" sign (at Woodville entry)

Passive Recreation: There is a pavilion which is in poor condition as well as 4 picnic tables.

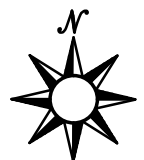


Pavilion



Picnic Table

Site Location Assessment Summary Philip Lukey Weweantic Playground Hathaway Street



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 3



Initial Assessment: Embedded deep within its residential community, there exists a strong need for this space to be a successful park. The existing facility is underused because it is difficult to find, lacks useful amenities, and is falling apart. Significant renovations are necessary and merited for this space and will serve both the immediate neighborhood and the town-wide communities.

Primary Recommendations:

- Renovate dilapidated pavilion - Add Concrete Pad
- Remove “tire border” from playground surface edge.
- Clean and repair existing play equipment.
- Install full basketball court.
- Provide improved entrance signage at Hathaway Street and Woodville Way
- Park should be considered for pet friendly Interaction

Opinion of Cost:

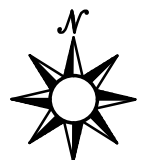
- Pavilion Renovation = \$5,000
- Remove Tire Border and Repair damaged Play Equipment = \$2,000
- Basketball Court = \$22,000
- Signage = \$2,000

Total Opinion of Cost: \$31,000

Maintenance

- Mow bi-weekly.
- Monthly safety inspection of play equipment.
- Apply post-emergent weed killer once yearly at play surface
- Repair cracks in court surface as needed.

Site Location Assessment Summary
Philip Lukey Weweantic Playground
Hathaway Street



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

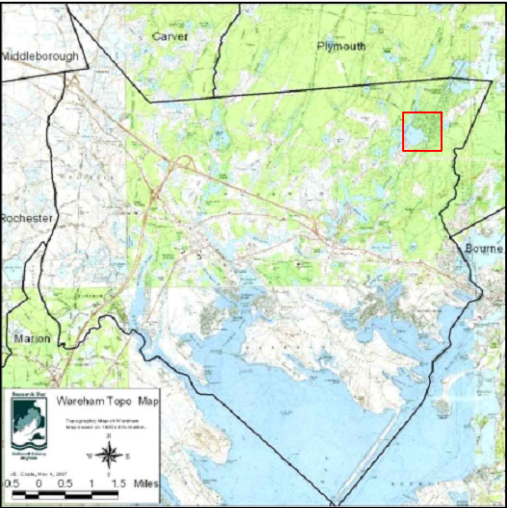
Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 4

Site Location



Scale: NTS

Map Legend

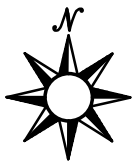
Designation = Neighborhood
ADA Accessible / Parking = None

(#)	Amenities	Condition
(B)	Basketball Court	Poor
(S)	Swings (2 Sets)	Poor
(M)	Merry-go-round	Poor
(C)	Climber 1 (Wood)	Poor
(CW)	Climber 2 (Wood-White)	Poor
(CS)	Climber 3 (Steel)	Poor
(TT)	Tic-tac-toe	Poor
(T)	Picnic Table (3)	Poor
(H)	Bench (5)	Poor
(D)	Baseball Diamond	Poor



Scale: 1"=40'

Site Location Assessment Summary Shangri-la Playground 21 Sunset Boulevard



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 1

Site Visit: A site visit and analysis was performed on July 22, 2014

Initial Classification:

☐ Destination Playground

☒ Neighborhood Playground

☐ Group Playground

☐ School Playground

☐ Open Space

Accessibility: The site is accessed off of Peaceful Lane and Sunset Boulevard. Poor signage and steep slopes provide for nebulous and dangerous route finding.



Site Entrance (off Peaceful Lane)



Site Entrance

Field and Courts Area: There is a basketball court and baseball diamond. Both are in poor condition. There does not appear to be enough room for a proper little league field.

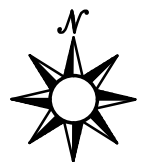


Basketball Court



Baseball Diamond

Site Location Assessment Summary
Shangri-la Playground
21 Sunset Boulevard



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 2

Playground Apparatus: All playground equipment is damaged, vandalized, and dangerous.

Signage: No Signage

Fencing: No Fencing

Passive Recreation: None



Climbers, baby swings, and slide



Climbers



Swings



Climber

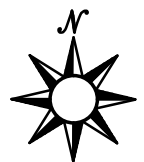


Tire Climber



Slide

Site Location Assessment Summary
Shangri-la Playground
21 Sunset Boulevard



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 3



Initial Assessment: This residential neighborhood would significantly benefit from having a fully equipped playground with this site being an ideal location. Unfortunately, all aspects of the existing site are in need of or beyond repair so major interventions are needed. Site access, grade challenges, erosion control, security, and safety must all be taking in consideration. These challenges also afford exciting opportunities for the design and construction of a vibrant park space, through community engagement, and grass roots initiative. However, due to the challenges related to rehabilitating this site, the development of a new site within this neighborhood may prove to be a more prudent alternative.

Primary Recommendations:

- Remove existing all play equipment and clear site for design and construction of new playground equipped with parking, water fountain, active and passive recreational opportunities. New playground will also address and resolve existing drainage, security, and accessibility issues.

Maintenance:

- Bi-weekly mowing.
- Periodic trash and plant debris pick-up.
- Maintenance as recommended by new design.

Primary Opinion of Cost:

- Remove and Dispose of all existing playground structures = \$10,000
 - Construction of New Park = \$140,000
 - Design and Engineering = \$20,000
- Total Opinion of Cost: \$170,000

Secondary Recommendations:

- Remove all existing play equipment and restore to large open lawn area

Primary Opinion of Cost:

- Remove and Dispose of all existing playground structures = \$10,000
 - Restore to large open lawn area = \$5,000
- Total Opinion of Cost = \$15,000

**Site Location Assessment Summary
Shangri-la Playground
21 Sunset Boulevard**



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

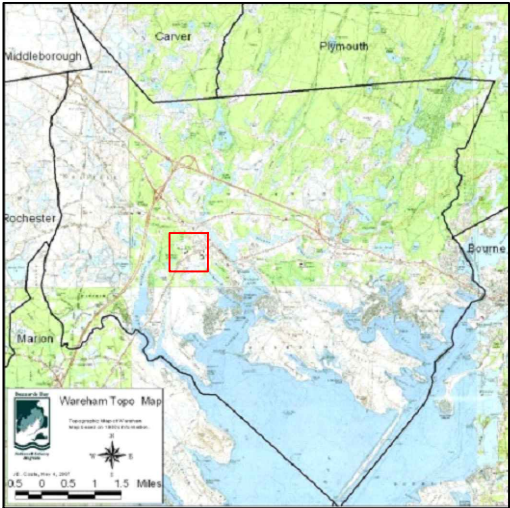
Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 4

Site Location



Scale: NTS

Map Legend

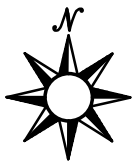
Designation = Destination

ADA Accessible / Parking = None

(#)	Amenities	Condition
(S)	Swings (6 Child / 3 Baby)	Fair
(R)	Tire Swing	Fair
(C)	Climber 1 (Wood / Metal)	Poor
(CW)	Climber 2 (Wood)	Poor
(H)	Benches (3)	Poor
(T)	Picnic Tables (2)	Poor



Site Location Assessment Summary
Richard Arruda Playground
59 Marion Road



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 1

Site Visit: A site visit and analysis was performed on July 22, 2014

Initial Classification:

☒ Destination Playground

☐ Neighborhood Playground

☐ Group Playground

☐ School Playground

☐ Open Space

Accessibility: The site located behind the Wareham Public library. Vehicular access is from parking stalls at the end of a driveway which leads around back of the library. There is also Pedestrian access is off of Gibbs Avenue.

Field and Courts Area: None.

Playground Apparatus: This playground contains slides, swings, and climbers, all in poor condition. Play equipment, is broken, outdated, and covered in graffiti.



Pedestrian Access off of Gibbs Avenue



Climber

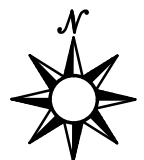


Slides



Picnic Table

Site Location Assessment Summary
Richard Arruda Playground
59 Marion Road



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 2

Signage: None.

Fencing: The site is surrounded by Chain Link fence, overgrown and in poor condition.



Passive Recreation: There are a few benches and picnic tables. All are covered in graffiti and in poor condition. There is a large sloping area with some mature trees (Oak and Pine). This area has potential for passive recreation.



Site Location Assessment Summary
Richard Arruda Playground
59 Marion Road



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 3



Initial Assessment: The abuse and/or neglect brought upon this playground has left it in a state beyond the point of return: unsafe, unhealthy, unattractive, uninspiring, and no longer a playground. While there exists a need for a playground at this site, thorough renovations are necessary to make this a reality.

Primary Recommendations:

- Remove all play structures.
- Clean and salvage benches and picnic tables.
- Install two medium size prefabricated climbing play structures nearer the library.
- Relocate benches and tables to the new play structure location.

Opinion of Cost:

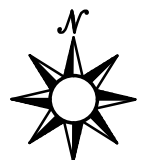
- Removals = \$4,000
- (2) medium sized prefabricated climbing play structures and fall surface = \$70,000
- Relocation/Refurbishment = \$2,000
- Engineering = \$10,000

Maintenance

- Mow bi-weekly.
- Monthly safety inspection of play equipment.
- Apply post-emergent weed killer once yearly at play surface.

Total Opinion of Cost: \$86,000

**Site Location Assessment Summary
Richard Arruda Playground
59 Marion Road**



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

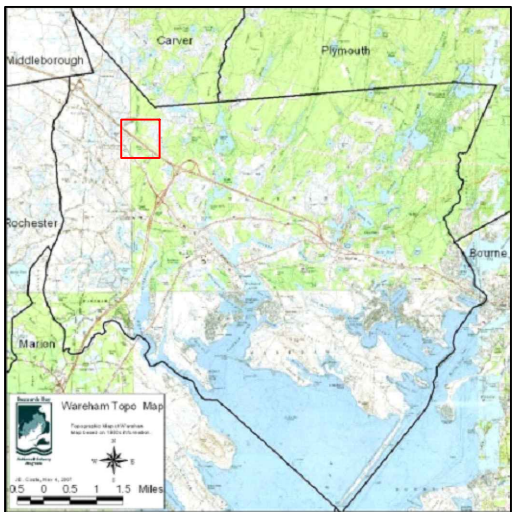
Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 4

Site Location



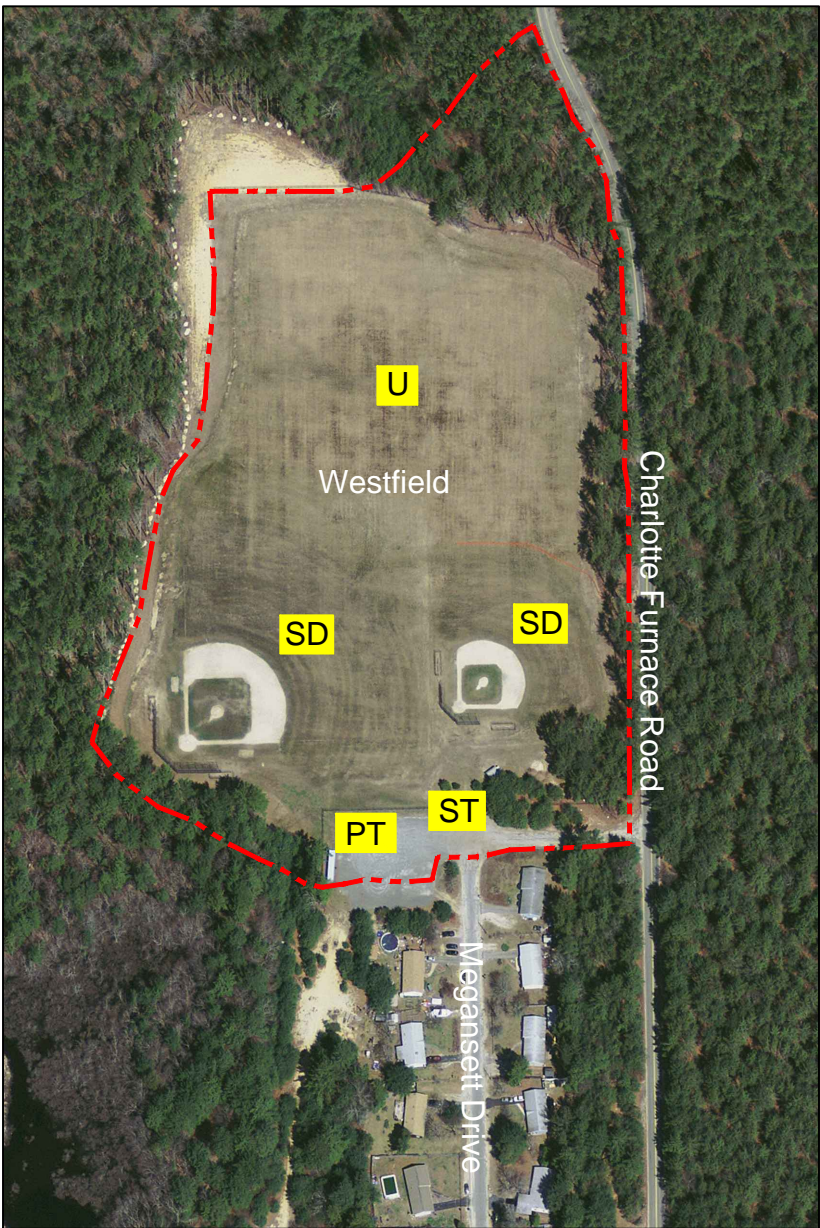
Scale: NTS

Map Legend

Designation = Group

ADA Accessible / Parking = None

(#)	Amenities	Condition
(SD)	Softball Fields (2)	Fair
(U)	Open Field	Good
(ST)	Concession Stand	Fair
(PT)	Portable Bathrooms	Fair



Scale: 1"=80'

Site Location Assessment Summary
Westfield (Playground Removed)
90 Charlotte Furnace Road



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 1

Site Visit: A site visit and analysis was performed on July 22, 2014

Initial Classification:

☐ Destination Playground

☐ Neighborhood Playground

☒ Group Playground

☐ School Playground

☐ Open Space

Accessibility: The park is accessible from a parking area off Charlotte Furnace Road (at the north end of Megansett Dr.)



Gravel Parking Area (looking west)



Gravel Parking Area (looking east)

Field and Courts Area: There are two softball / baseball fields. The fields are in good to fair condition. There is also a large open grass area beyond the reasonable extents of the outfield that formerly had a third softball / baseball field. This area is being maintained and is in fair condition. This area could potentially support another sports field or other amenity.



Western Ballfield (backstop visible at left)

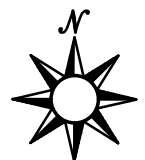


Eastern Ballfield (blue concession stand visible at right)



Large grass area beyond outfield (looking north)

Site Location Assessment Summary
Westfield (Playground Removed)
90 Charlotte Furnace Road



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 2

Playground Apparatus: None (old playground has been removed)

Signage: There is minimal signage.

Fencing: The park is surrounded by 6' high chain link fence on the south, east, and north boundaries of the site. The west side of the site has no fence and is bounded by mature pine trees. In addition to the perimeter fencing, there are backstop fences at each of the ballfields. The fencing is generally in good condition, however there are some sections along the eastern edge which are damaged and in need of repair. The type of fencing used here is not appropriate, as the detail at the top rail is meant for a security type application. This type of fence with shape exposed barbs extending beyond the top rail is potentially dangerous when fielding a foul ball. There is a pedestrian access gate at the northwest corner of the parking area, and a 12' wide double gate (for emergency vehicle access) at the northeast corner of the parking area.



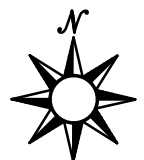
6' high chain link fence (at parking area)



fence detail at top rail (note exposed barbs)

Passive Recreation: There is a concession stand and portable bathrooms in good to fair condition. The large open grass area (beyond the outfield) has potential for additional passive recreation.

Site Location Assessment Summary
Westfield (Playground Removed)
90 Charlotte Furnace Road



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 3



Initial Assessment: These fields appear to be maintained well and are a valuable community asset. Apart from a couple safety and maintenance measures, minimal work is needed to maintain their functionality. With such an abundance of open space, there exists an opportunity to introduce two full size soccer fields at the sites northern end. This edition is predicated on the notion that the town currently is in further need of soccer space. One additional amenity that this space could provide is access to a trail network extending into the forested land north and east of the ballfields.

Primary Recommendations:

- Retool and repaint top of chain link mesh to be safer.
- Provide additional gravel at poor draining areas of gravel parking lot.

Maintenance:

- Mow weekly or as needed.
- Apply post-emergent weed killer once yearly at baseball diamond surfaces. Rake diamonds weekly during heavy use.

Primary Opinion of Cost:

- Retool Top and Repaint Fence = \$4,000
- Parking area repair = \$3,000

Total Opinion of Cost: \$7,000

Secondary Recommendations:

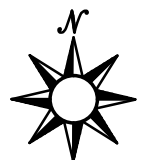
- Retool and repaint top of chain link mesh to be safer.
- Provide additional gravel at poor draining areas of gravel parking lot.
- Provide four full size soccer goals at north end of field including line striping for two fields.
- Provide trail system along perimeter of field into adjacent forested area.

Secondary Opinion of Cost:

- Retool Top and Repaint Fence = \$4,000
- Parking area repair = \$3,000
- (4) Soccer goals w/ striping = \$8,000
- Perimeter Trail (½ Mile) = \$5,000

Total Opinion of Cost: \$20,000

**Site Location Assessment Summary
Westfield (Playground Removed)
90 Charlotte Furnace Road**



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

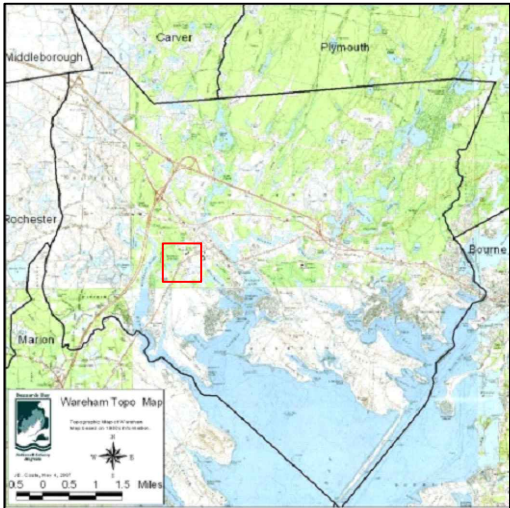
Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 4

Site Location

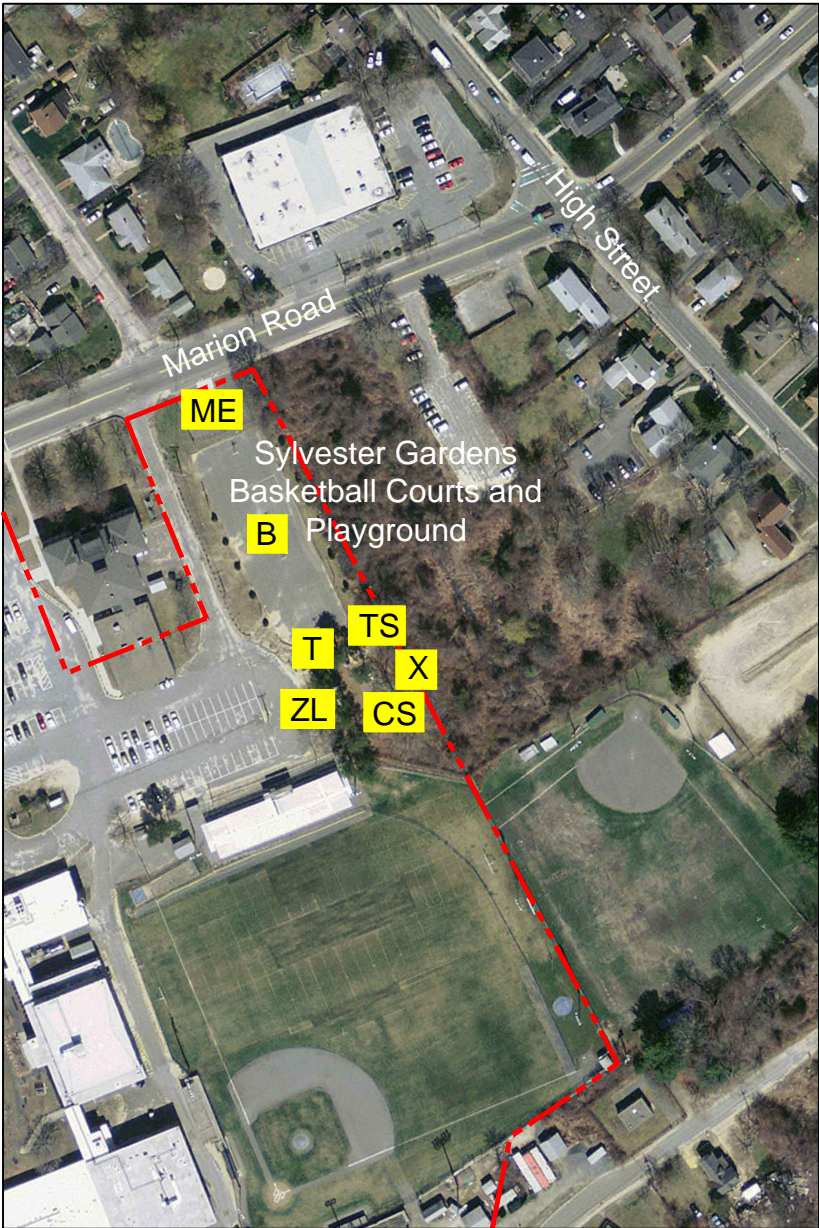


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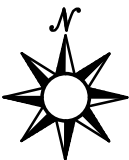
Map Legend

Designation = Group
ADA Accessible / Parking = None

(#)	Amenities	Condition
(B)	Basketball Courts (2)	Good
(TS)	Tower Play Structure	Poor
(ZL)	Zipline	Poor
(CS)	Small Climber	Poor
(T)	Picnic Tables (2)	Fair
(X)	Sand Box	Poor
(ME)	Memorial	Good



Site Location Assessment Summary
Sylvester Gardens Basketball Courts and Playground
48 Marion Road



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 1

Site Visit: A site visit and analysis was performed on July 22, 2014

Initial Classification:

☐ Destination Playground

☐ Neighborhood Playground

☒ Group Playground

☐ School Playground

☐ Open Space

Accessibility: The site is accessible from the adjacent parking lot (southwest of basketball courts)

Field and Courts Area: There are two full size basketball courts here. The court surface and basketball hoops appear to be in good condition. There is a stormwater runoff issue at the southwest corner of the courts where sedimentation from the parking lots has washed through the grass slope and onto the courts. There is no lighting on the courts, although poles are in place for future lighting.



Basketball Court (looking northwest)



Basketball Court (looking southeast)



Erosion (at southwest corner of courts)



Basketball Hoop

Site Location Assessment Summary
Sylvester Gardens Basketball Courts and Playground
48 Marion Road



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

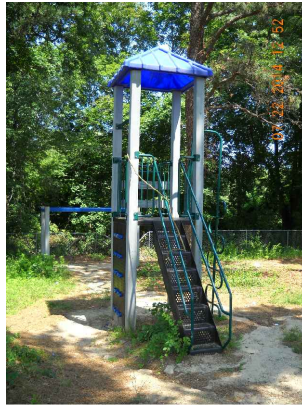
Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 2

Playground Apparatus: The site has 1 tall climber (missing slide), 1 Climber / Balance Play structure w/ slide, 1 zip-line play structure (damaged post), and a sandbox (overgrown and damaged). Play structures are very tall, lack visibility, and are not equipped with proper fall surfacing.



Tall Climber



Climber / Balance w/ slide

Signage: The playground has one rules sign. There is no signage at the basketball courts.

Fencing: A 4' high chain link fence surrounds the play area on the east, north, and west sides. A 4' high box wire fence bounds the south side of the play area. All the fencing is damaged and the box wire fence does not meet playground safety standards.

Passive Recreation: Picnic tables at the playground area. Movable two-row bleacher seats at the basketball courts.



Sign (rules)



Fence



Fence



Picnic Tables

Site Location Assessment Summary Sylvester Gardens Basketball Courts and Playground 48 Marion Road



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 3



Initial Assessment: This is a tail of two spaces. During the assessment, the basketball courts and memorial were clean, functional, visible, viable, and crowded. The playground was overgrown, hidden away, and empty.

Primary Recommendations:

- Install catch basin and re-grade to direct stormwater away from Basketball Courts.
- Install lighting for Basketball courts.
- Selective tree removal @ playground area
- Replace playground w/ 1 climber structure and 4 swings including fibar fall protection surface
- Replace fencing at playground area
- Relocate playground picnic tables to just outside play area, facing the basketball courts. May include minor grading and seeding

Opinion of Cost:

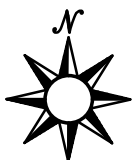
- Catch Basin and outflow = \$4,000
- Basketball court lighting = \$40,000
- Selective tree removal = \$2,000
- Replace playground = \$30,000
- Replace fencing = \$7,000
- Grading and seeding = \$2,000

Total Opinion of Cost: \$85,000

Maintenance:

- Mow bi-weekly.
- Continue current maintenance practices at memorial garden.
- Repair cracks in basketball court as needed.

**Site Location Assessment Summary
Sylvester Gardens Basketball Courts and Playground
48 Marion Road**



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 4

Site Location



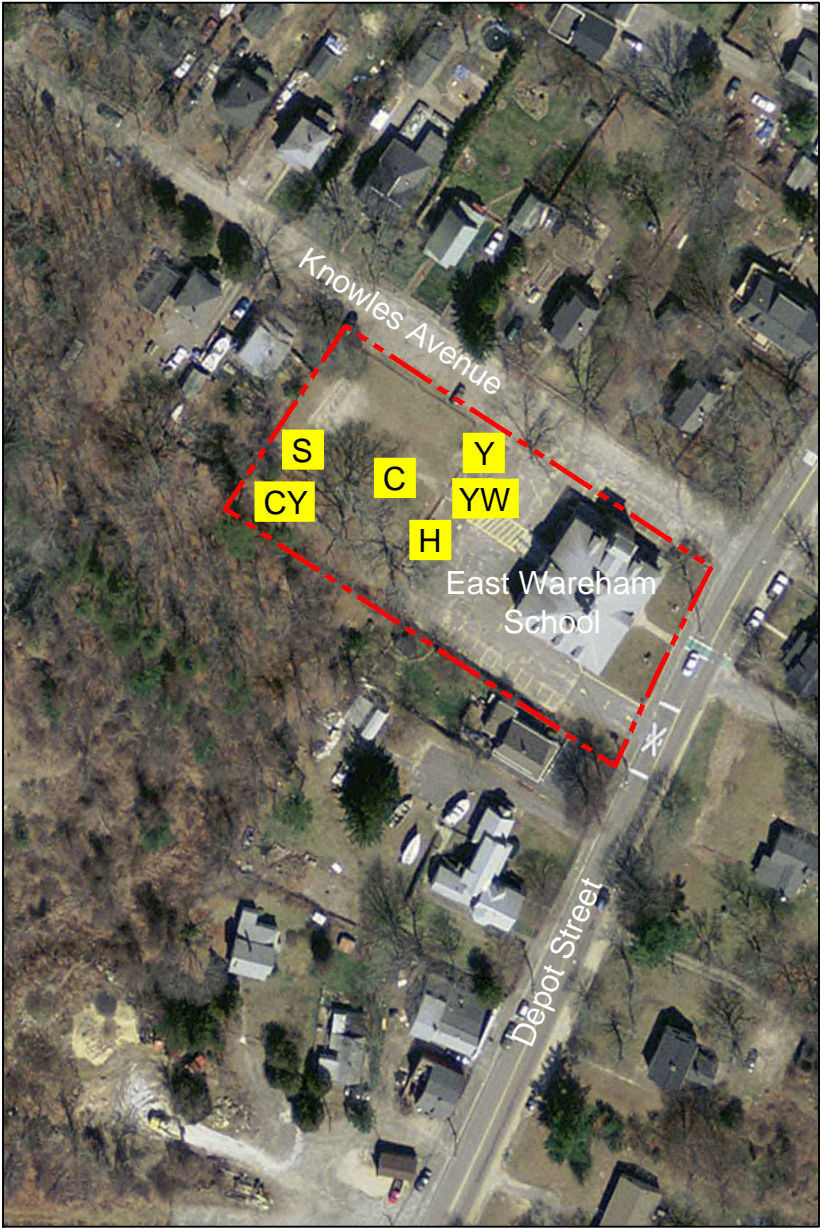
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Map Legend

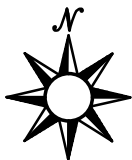
Designation = School / Neighborhood

ADA Accessible / Parking = None

(#)	Amenities	Condition
(S)	Swings (4)	Fair
(C)	Climber 1 (Older)	Good
(CY)	Climber 2 (Younger)	Fair
(Y)	10x8 Aluminum Shed	Poor
(YW)	6x8 Wood Shed	Fair
(H)	Bench (2)	Good



Site Location Assessment Summary
East Wareham School
29 Depot Street



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 1

Site Visit: A site visit and analysis was performed on July 22, 2014

Initial Classification:

☐ Destination Playground

☐ Neighborhood Playground

☐ Group Playground

☒ School Playground

☐ Open Space

Accessibility: The site is accessible from the parking area behind (northwest) the East Wareham School. There is also access from parking area along Knowles Avenue



Parking Area (with playground beyond)



Parking along Knowles Avenue

Field and Courts Area: There are some large open areas which can be used for active play. Most open area are grass, however the southwest side of the playground is under large canopy trees (Oak and Pine). There are no play courts.

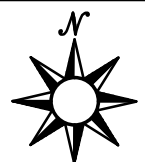


Southwest Corner (Pine Canopy)



Open Grass Area (in foreground)

Site Location Assessment Summary
East Wareham School
29 Depot Street



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 2

Playground Apparatus: There are swings, and (2) climbing play structures. There are also (4) benches and (2) storage sheds.



Swings



Climbing Play

Signage: There is minimal signage ("no dogs" sign, "play rules" sign, "parking for school only" signs along Knowles Ave.)

Fencing: The site is fully surrounded by 4' height chain link fence at all side and 10' height chain link fencing at the southwest. The 10' high fence is covered with vines and is a maintenance concern. The rest of the fence appears to be in good condition.



4' high fence (w/ gate along Knowles Ave.)



10' high fence (w/ vines)

Passive Recreation: There are 4 benches (2 adult size, 2 child size).

Site Location Assessment Summary East Wareham School 29 Depot Street



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 3



Initial Assessment: Apart from a handful of maintenance and repair measures, this playground is in good condition. Design measures including stable walkways at play structures and benches, and a dedicated parking space will be needed should desire for full ADA accessibility be needed.

Primary Recommendations:

- Add basketball court
- Remove invasive vegetation from 10' high fence
- Provide additional swing at missing location.
- Relocate young climber nearer the asphalt path, away from the tree canopy, and surround with fall surface.

Opinion of Cost:

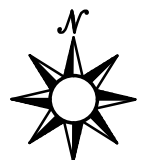
- Basketball court = \$22,000
- Vegetation Removal = \$3,000
- Fall Surface and climber relocation = \$2,000

Total Opinion of Cost: \$27,000

Maintenance:

- Mow as needed.
- Aerate, top dress, and reseed compacted lawn areas.
- Monthly safety inspection of play equipment.
- Apply post-emergent weed killer once yearly in wood-chip play surface.

Site Location Assessment Summary
East Wareham School
29 Depot Street



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

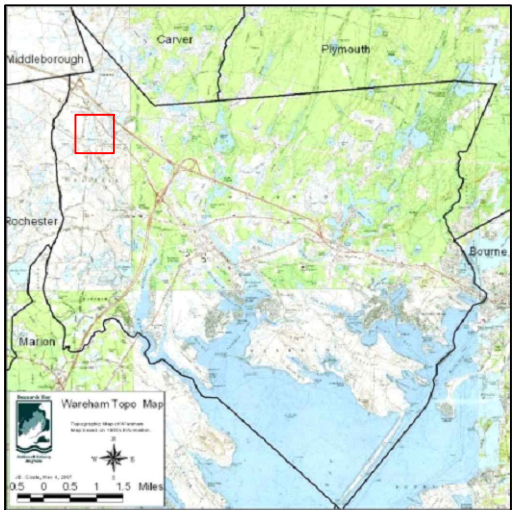
Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 4

Site Location



Scale: NTS

Map Legend

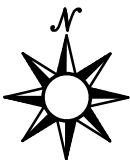
Designation = School

ADA Accessible / Parking =
None / Limited

(#)	Amenities	Condition
(S)	Swings (3 Sets)	Poor
(K)	Monkey Bars	Poor
(BT)	Play Boat Structure	Poor
(BH)	Basketball Hoop	Poor
(SG)	Soccer Goal	Poor
(T)	Picnic Table	Fair
(I)	Recreation Court	Poor
(FR)	Fire Circle	Poor
(J)	Trail	Fair
(G)	Open Grass areas	Poor



Site Location Assessment Summary West Wareham School Playground 1073 Main Street



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 1

Site Visit: A site visit and analysis was performed on July 22, 2014

Initial Classification:

☐ Destination Playground

☐ Neighborhood Playground

☐ Group Playground

☒ School Playground

☐ Open Space

Accessibility: The site is accessible from the parking area behind (north) the West Wareham School. There is 1 handicap space. The asphalt is in poor condition, and there is no separation between vehicular parking and the asphalt play court.



West Wareham School. (Looking Northeast)



Parking / Recreation Court Area

Field and Courts Area: There is a recreation / basketball court at the north end of the parking area. The basketball hoop is missing. The court is dangerously located within the driveway, creating a situation in which playing children have no protection from the vehicular traffic. The pavement is in poor condition. There are also two open grass areas to the east and west of the recreation court. The eastern area is blocked off by a chain link fence with no clear access into this space. Both open grass areas are in poor condition, with patchy grass, tripping hazards, brush and organic debris, and dangerous broken play equipment. There is also what appears to be a well with a unsecured and degraded concrete cover.

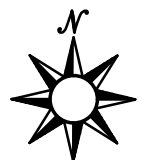


Western Open Grass Area



Eastern Open Grass Area w/ well cover

**Site Location Assessment Summary
West Wareham School Playground
1073 Main Street**



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 2

Playground Apparatus: There are swings, monkey bars, and a picnic table located in a wooded area west of the entry drive. The play equipment here is in poor condition, and is dangerous for many reasons. Large branches and other debris have fallen from the mature and aged canopy trees overhead, a condition that will continue in perpetuity. The equipment is also close to the access drive and the obsense of a defined separation between play area and vehicle circulation is of concern.



Swings



Picnic Table (fallen debris visible in foreground)

Signage: There minimal signage, especially for a school playground.

Fencing: There is a 3ft high chain link fence along the east side of recreation court. This fence is in fair condition, however its layout isolates the eastern open grass area allowing limited access into this space.



Passive Recreation: There is a fire circle with wood benches and a trailhead on the eastern side of the site. The fire circle is in poor condition and the woods in this area are filled with brush piles and fallen debris,

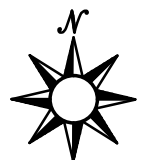


Fire Circle



Brush Pile

Site Location Assessment Summary West Wareham School Playground 1073 Main Street



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 3



Initial Assessment: While there exists a need for active recreation at this school, years of neglect have rendered most of the existing play structures unsalvageable. However, other parts of the sites provide opportunities for new play areas.

Primary Recommendations:

- Remove existing play structures, debris, and other broken equipment from play area beneath trees. Reseed former structure areas with grass.
- Secure well cap.

Primary Opinion of Cost:

- Removals = \$8,000
- Lawn Restoration = \$5,000

Total Opinion of Cost: \$13,000

Secondary Recommendations:

- Remove existing play structures, debris, and other broken equipment from play area beneath trees. Reseed former structure areas with grass.
- Install two play structures at open grass area northwest of the school. Play structures should be age appropriate to the school students.
- Restore lawn area around new play structures.
- Secure well cap.

Secondary Opinion of Cost:

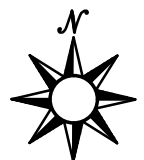
- Removals = \$8,000
- (2) Prefabricated Play Structures and Fall Surface = \$60,000
- Lawn Restoration = \$5,000

Total Opinion of Cost: \$73,000

Maintenance:

- Mow bi-weekly.
- Apply post-emergent weed killer once yearly at play area fall surface.
- Monthly inspections of play equipment.

**Site Location Assessment Summary
West Wareham School Playground
1073 Main Street**



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

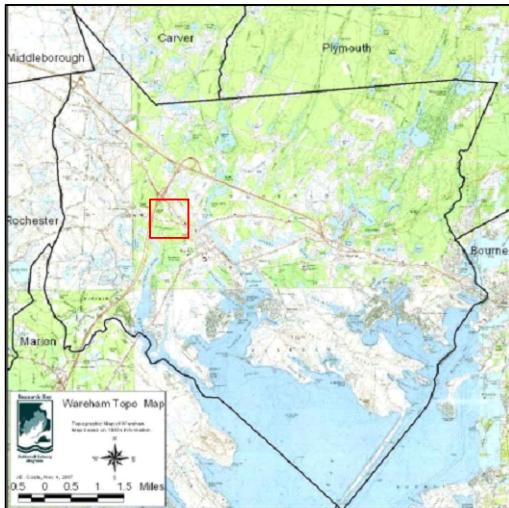
Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 4

Site Location



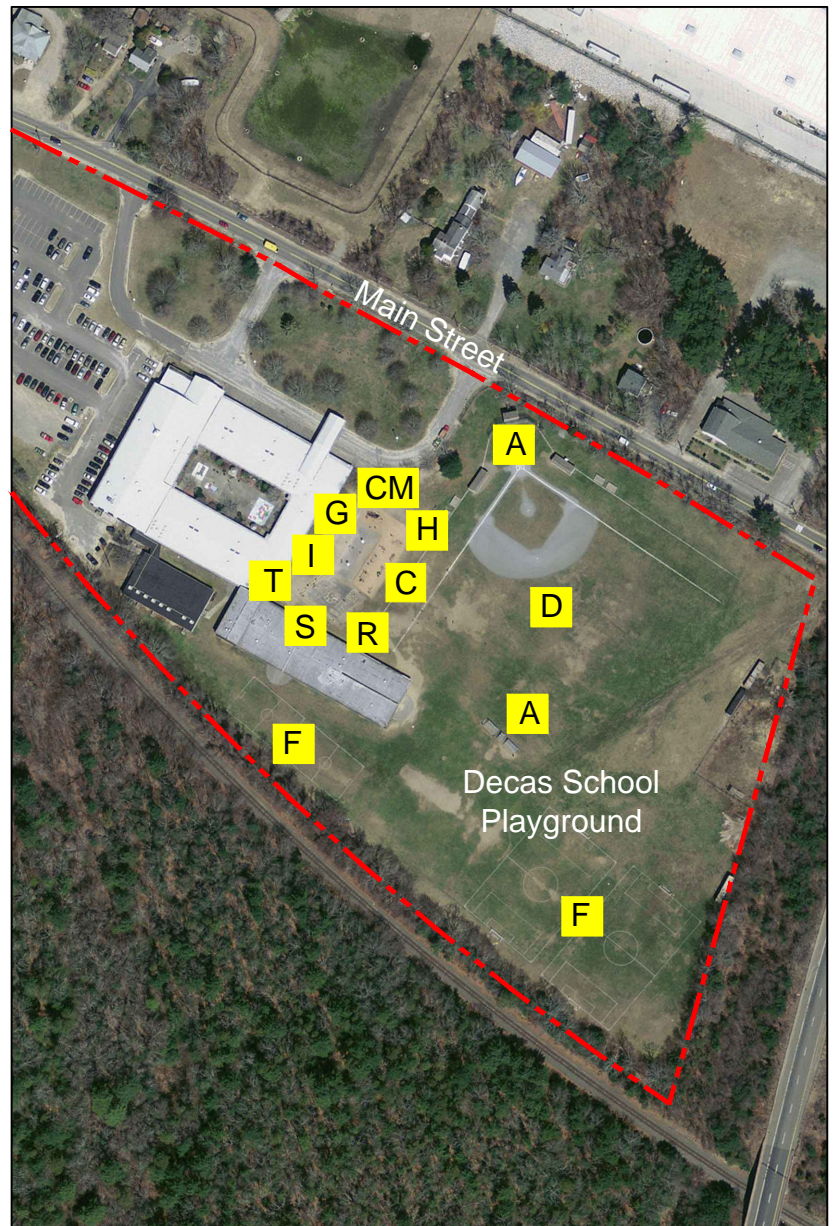
Scale: NTS

Map Legend

Designation = School

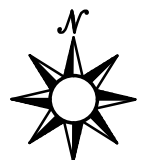
ADA Accessible / Parking = None

(#)	Amenities	Condition
(D)	Baseball Field	Good
(F)	Soccer Fields (4)	Good
(A)	Bleachers (5)	Good
(T)	Picnic Tables (4)	Poor
(H)	Benches (2)	Fair
(C)	Metal Climber 1	Good
(CM)	Metal Climber 2	Good
(S)	Swings (4 Sets)	Good
(R)	Tire Swing	Good
(G)	Ball Game Structure (2)	Fair
(I)	Recreation Court	Fair



Scale: 1"=80'

Site Location Assessment Summary Decas School Playground 760 Main Street



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 1

Site Visit: A site visit and analysis was performed on July 22, 2014

Initial Classification:

☐ Destination Playground

☐ Neighborhood Playground

☐ Group Playground

☒ School Playground

☐ Open Space

Accessibility: Parking is available west of the school, hundreds of feet from the playground and ball fields. Users parallel park along the bus loop, which affords ample space for this parking.



Tennis Court Fence



Gate (Emergency Vehicle Access)

Field and Courts Area: Good and Fair condition, secure, with good sight lines. Considerable turf compaction near play areas.



Babe Ruth Baseball Field



Ball Game Court

Signage: Limited and fragile (see below).

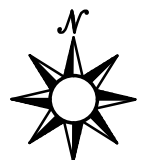


Park Sign



No Smoking Sign

Site Location Assessment Summary
Decas School Playground
760 Main Street



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 2

Playground Apparatus: Numerous pieces of equipment, all in good condition.



Climber



Climber



Tire Swing



Balance Play Structure

Fencing: 4' height chain link along bus loop.



Access Loop Road (fencing beyond)



Fencing

Passive Recreation: Only (2) fixed benches and (4) picnic tables are provided at the playground. Picnic tables are in fair to poor condition.

Site Location Assessment Summary Decas School Playground 760 Main Street



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 3



Initial Assessment: One of Wareham's better used facilities, the Decas School Playground offers a range of activities for a range age groups. Apart from drought stress and excess compaction in some grassy areas, there is little needed for this park apart from a designated handicap space near the primary entrance at the fence opening along the loop driveway.

Primary Recommendations:

- Provide parallel parking for one handicap accessible space and additional regular spaces along school loop driveway.
- repair and repaint damages picnic tables.

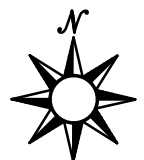
Opinion of Cost:

Parking area = \$3,000
 Picnic Table Repair = \$1,000
 Total Opinion of Cost: \$4,000

Maintenance:

- Mow as needed.
- Airate grass areas at least once yearly.
- Sweep sand from grassy areas twice yearly.
- Reseed and thoroughly water damaged grass areas for turf re-establishment.
- Monthly safety inspection of play equipment.

**Site Location Assessment Summary
 Decas School Playground
 760 Main Street**



Prepared By:



BL Companies
 100 River Ridge Drive
 Suite 105
 Norwood, MA

Prepared For:



Town of Wareham
 Massachusetts
 Open Space Committee

Field Analysis
 Data Page 4

Site Location



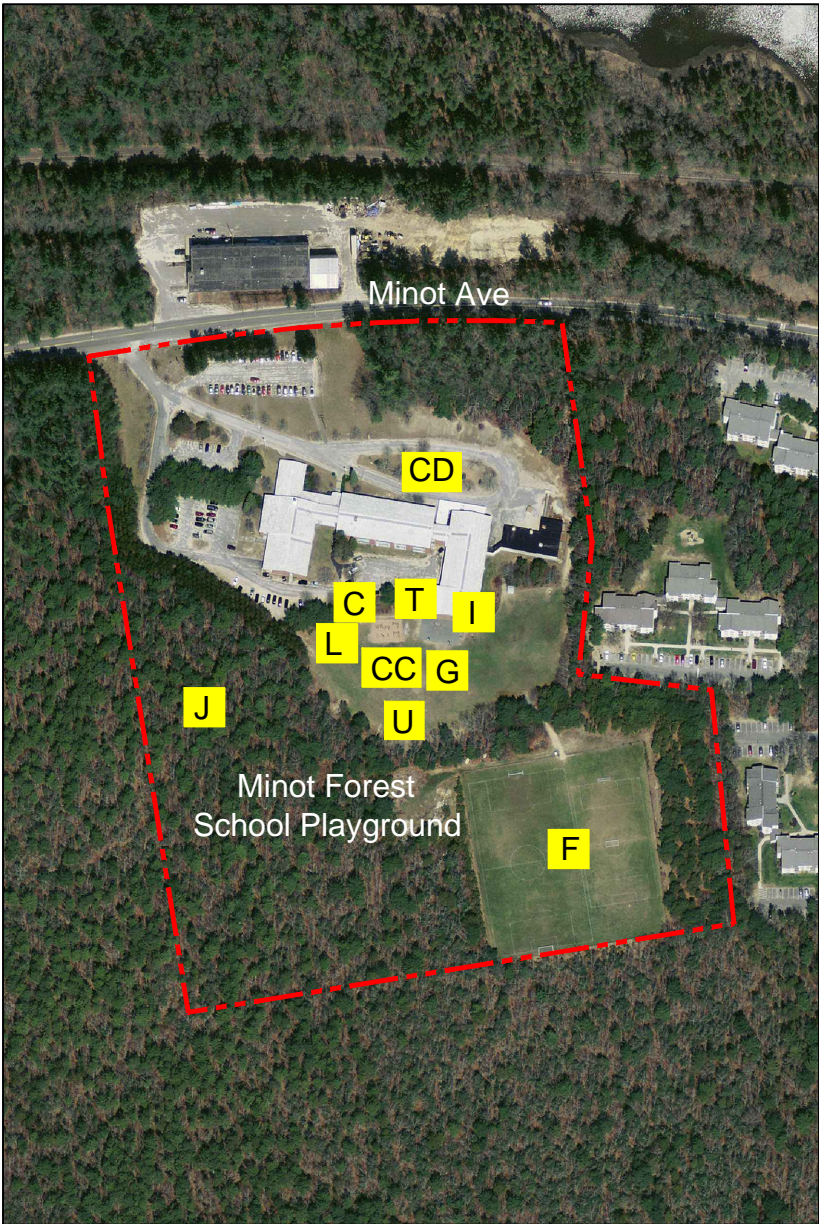
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Map Legend

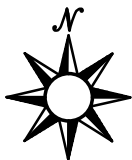
Designation = School

ADA Accessible / Parking = None

(#)	Amenities	Condition
(C)	Climber 1 (Steel)	Good
(CC)	Climber 2 (Steel-Smaller)	Fair
(CD)	Climber 3	Fair
(L)	Balance Structure (3)	Good
(T)	Picnic Table (2)	Good
(G)	Ball Game Structure (2)	Good
(I)	Recreation Court	Fair
(U)	Open Field	Fair
(F)	Soccer Field (2)	Fair
(J)	Trail	Fair



Site Location Assessment Summary Minot Forest School Playground 85 Minot Avenue



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 1

Site Visit: A site visit and analysis was performed on July 22, 2014

Initial Classification:

☐ Destination Playground

☐ Neighborhood Playground

☐ Group Playground

☒ School Playground

☐ Open Space

Accessibility: The school is accessed off of Minot Avenue. There is a lower parking lot (north) and an upper parking area (south). The playgrounds can be accessed from these parking areas, however the main users are students who generally access the playground directly from the rear of the school. The site consists of several distinct play areas. There is a playscape area at the north side of the school, located directly within the bus loop. There is also a playscape area south of the school which is directly adjacent to an asphalt play court. There is a large open grass area south of this playscape, and also 2 soccer fields located even further south (separated from the large open grass area by a wooded buffer).



Stairs / Access Path (to south playscape)



Access path (to soccer fields)

Field and Court Areas: Immediately south of the school is an asphalt play court. This play court has 2 4-square courts, 2 hoop games, and two basketball hoop posts (backboards, hoops, and nets are missing). The open grass area is in good condition and can be used for unstructured play. The soccer fields are in good condition.

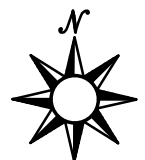


Asphalt play court



Soccer Fields

Site Location Assessment Summary
Minot Forest School Playground
85 Minot Avenue



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 2

Playground Apparatus: The playground structures are generally in good condition. The northern playscape area is located within the bus loop and creates a dangerous situation by having the entire play area surrounded by vehicular traffic. The southern playscape is in good condition. The asphalt play court is in fair condition, but is missing basketball hoops.



Playscape area (southern)



Balance play

Signage: Apart from the trailhead sign, there is minimal signage

Fencing: The soccer fields are surrounded by 4' high chain link fence in good condition. Some vines are present.

Passive Recreation: Playground seating at picnic tables.



Trailhead sign



Fencing at soccer fields (vines present)

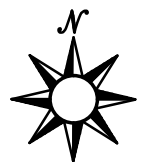


Gate at soccer fields



Northern Play Area (within bus loop)

Site Location Assessment Summary Minot Forest School Playground 85 Minot Avenue



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 3



Overall Assessment Summary: Overall the playgrounds are in good to fair condition. The location of the northern playscape area is of concern. This location (within the bus loop) creates a dangerous situation in which playing children are surrounded by vehicular traffic on all sides with no fence or barriers of any kind. The access path to the southern playscape area has severely degraded stairs which may be a safety concern, and poor drainage has eroded the the path leading to the soccer fields.

Primary Recommendations:

- Relocate Northern playscape south of bus loop immediately adjacent to school.
- Reconstruct Stairs leading to southern playscape area.
- Re-grade and provide fresh gravel at path leading to soccer fields.

Maintenance:

- Mow as needed.
- Monthly Inspections of Play Equipment.
- Apply post-emergent weed killer, once yearly.

Opinion of Cost:

- Playscape Relocation = \$5,000
- Stair Reconstruction = \$2000
- Gravel Path to Soccer Field (1000 SF) = \$6000

Total Opinion of Cost: \$13,000

**Site Location Assessment Summary
Minot Forest School Playground
85 Minot Avenue**



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

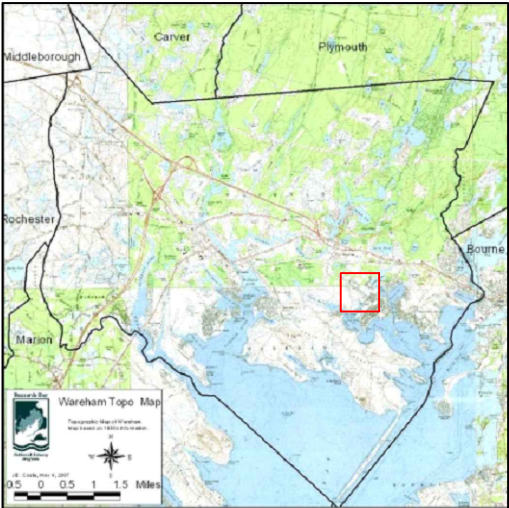
Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 4

Site Location



Scale: NTS

Map Legend

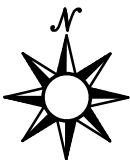
Designation = Group

ADA Accessible / Parking = Limited

(#)	Amenities	Condition
(S)	Swing (3 Child)	Fair
(C)	Climber 1 (Wood)	Fair
(CP)	Climber 2 (Plastic)	Fair
(L)	Balance Structure	Fair
(N)	Tunnel	Fair
(E)	Umbrella	Good
(X)	Sandbox	Fair
(W)	Water Play Table	Fair
(Y)	8x10 Storage Shed	Good
(T)	Picnic Table	Fair



Site Location Assessment Summary Oak Grove School Playground 314 Onset Avenue



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 1

Site Visit: A site visit and analysis was performed on July 22, 2014

Initial Classification:

☐ Destination Playground

☐ Neighborhood Playground

☒ Group Playground

☐ School Playground

☐ Open Space

Accessibility: The site is accessible from the parking area adjacent to the Oak Grove School. There are 2 handicap spaces.



Playground Location



Vehicular Access Gate

Field and Courts Area: There is an open grass area southwest of the playground, however this area is not fenced in and is likely not utilized for play. The Southern edge of the play area is well maintained.

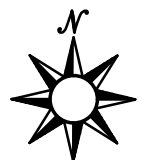


Open Grass Area (looking northwest)



Southern edge of play area (looking northwest)

Site Location Assessment Summary
Oak Grove School Playground
314 Onset Avenue



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 2

Playground Apparatus: There are many play structures here. All are in fair or good condition. There are 3 swings, slides, balancing structures, climbing structures, shade umbrella, sandbox, and water play table. There are also many toy trucks, balls, digging toys, etc. located in a shed within the fenced in play area.



Climbing Play Structure (w/ slide)



Balancing Play Structure



Swings



Shade Umbrella



Water Play Table



Storage Shed (filled w/ toys)

Site Location Assessment Summary Oak Grove School Playground 314 Onset Avenue



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

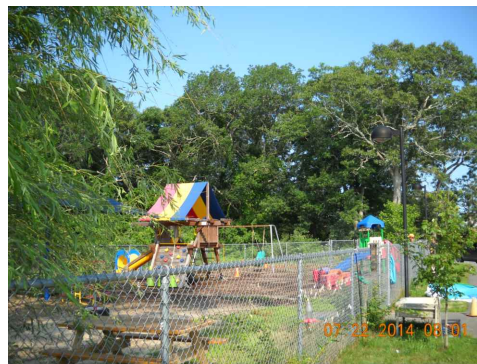
Field Analysis
Data Page 3

Signage: There minimal signage.

Fencing: The Playground area is fully fenced with 4.5' high chain link. There is a 12' wide double gate for vehicle access at the north west corner and a 4' wide access gate opposite the schools main rear entrance.



Limited Signage



4.5' High Chainlink Fence (good condition)

Passive Recreation: There is one picnic table within the fenced in play area. Opportunities exist for more passive recreation in the open grass area southeast of the play area.



Open Grass Area (Passive Rec. Potential)



Picnic Table

Site Location Assessment Summary
Oak Grove School Playground
314 Onset Avenue



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 4



Initial Assessment: The building and play area are owned by the town, however they are not open to the public, they are currently leased by the private Oak Grove School. This playground is in better condition than most throughout town. Security, safety, and accessibility all seem to be in order at this site. A drawback for this playground is its location behind the presently vacant Oak Grove School structure. This orientation hides the playground, and as such renders it unknown to many potential users.

Primary Recommendations:

- Introduce wayfinding signage advertising the playground presence and directing users to its entrance.

Maintenance:

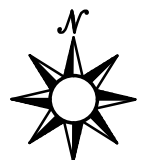
- Mow bi-weekly.
- Apply post-emergent weed killer once yearly at fall surfaces.
- Monthly safety inspection of play equipment.

Opinion of Cost:

- Signage = \$1,500

Total Opinion of Cost: \$1,500

**Site Location Assessment Summary
Oak Grove School Playground
314 Onset Avenue**



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

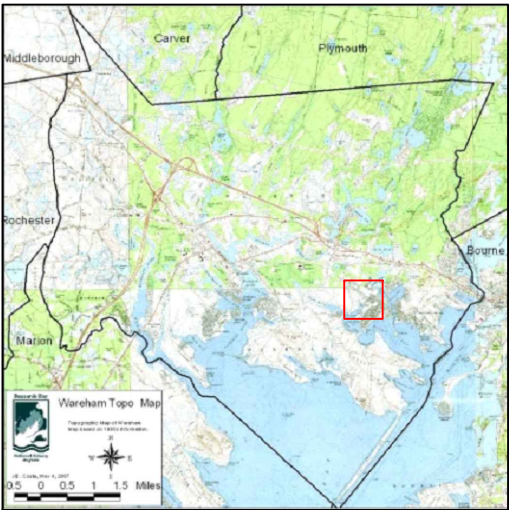
Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 5

Site Location



Scale: NTS

Map Legend

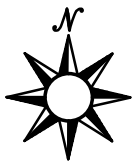
Designation = Destination / School

ADA Accessible / Parking = Yes

(#)	Amenities	Condition
(I)	Recreation Court 1	Poor
(IF)	Recreation Court 2	Poor
(S)	Swings (5 Sets)	Poor
(C)	Climber (Wood/Plastic)	Fair
(BH)	Basketball Hoops (2)	Poor
(B)	Bench (1)	Fair
(U)	Open Field	Poor



Site Location Assessment Summary
Onset (Hammond) School Playground
13 Highland Avenue



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 1

Site Visit: A site visit and analysis was performed on July 22, 2014

Initial Classification:

☐ Destination Playground ☐ Neighborhood Playground ☐ Group Playground
☒ School Playground ☐ Open Space

Accessibility: The playground is located adjacent to the Onset (Hammond) School. There is angled parking along 10th Street, and parking lot(s) between 10th Street and Bishop Street. However, the primary playground users (students) access the playground directly from the rear doors of the school. There is also an emergency access gate located along Highland Avenue on the west side of the site.



Emergency Access Gate from Highland Avenue

Field and Courts Area: There is a half-court basketball court, and 2 paved play courts. Both courts are in poor condition as nets are missing and the surfaces is cracked. The play courts near the rear school entrances are in fair condition.

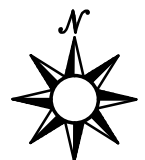


Half-Court Basketball Court



Paved Play Court (w/ Four Square)

Site Location Assessment Summary
Onset (Hammond) School Playground
13 Highland Avenue



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 2

Playground Apparatus: There are 2 swing sets (12 total swings), and a large climber-type play structure which is located on a raised area bounded by timber ties and filled with wood chips (approximatley 30' x 50' size).



Swing Set



Climber-type play structure

Signage: There is minimal signage here. There is a bronze dedication plaque mounted to a small boulder.

Fencing: The site is bounded on all sides by 6' high chain link fence in fair condition.

Passive Recreation: One bench.



Bronze park dedication sign/plaque



Bench

Site Location Assessment Summary
Onset (Hammond) School Playground
13 Highland Avenue



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 3



Initial Assessment: The play structures and swings are in good condition and appropriately sized for elementary school children use. The basketball court and paved play courts are in poor condition and offer little in the form of defined activity. Maintenance and repairs, increased programming, and additional seating will go far in salvaging these facilities.

Primary Recommendations:

- Provide 2 benches and 1 picnic table
- Remove hoop at play court. Repair court surface for use as play court.
- Provide additional painted active play games at large play court. (4 square, hopscotch, tic-tac-toe, etc.)

Maintenance:

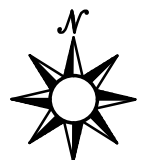
- Mow bi-weekly.
- Monthly safety inspection of play equipment.
- Apply post-emergent weed killer once yearly at basketball court and play court.

Opinion of Cost:

- Seating (2 benches, 1 picnic table) = \$3,000
- Hoop removal = \$500
- Play courts repair and enhancements = \$2,500

Total Opinion of Cost: \$6,000

Site Location Assessment Summary
Onset (Hammond) School Playground
13 Highland Avenue



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

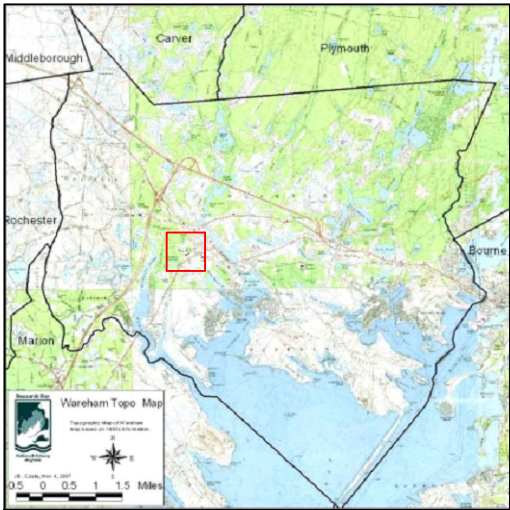
Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 4

Site Location



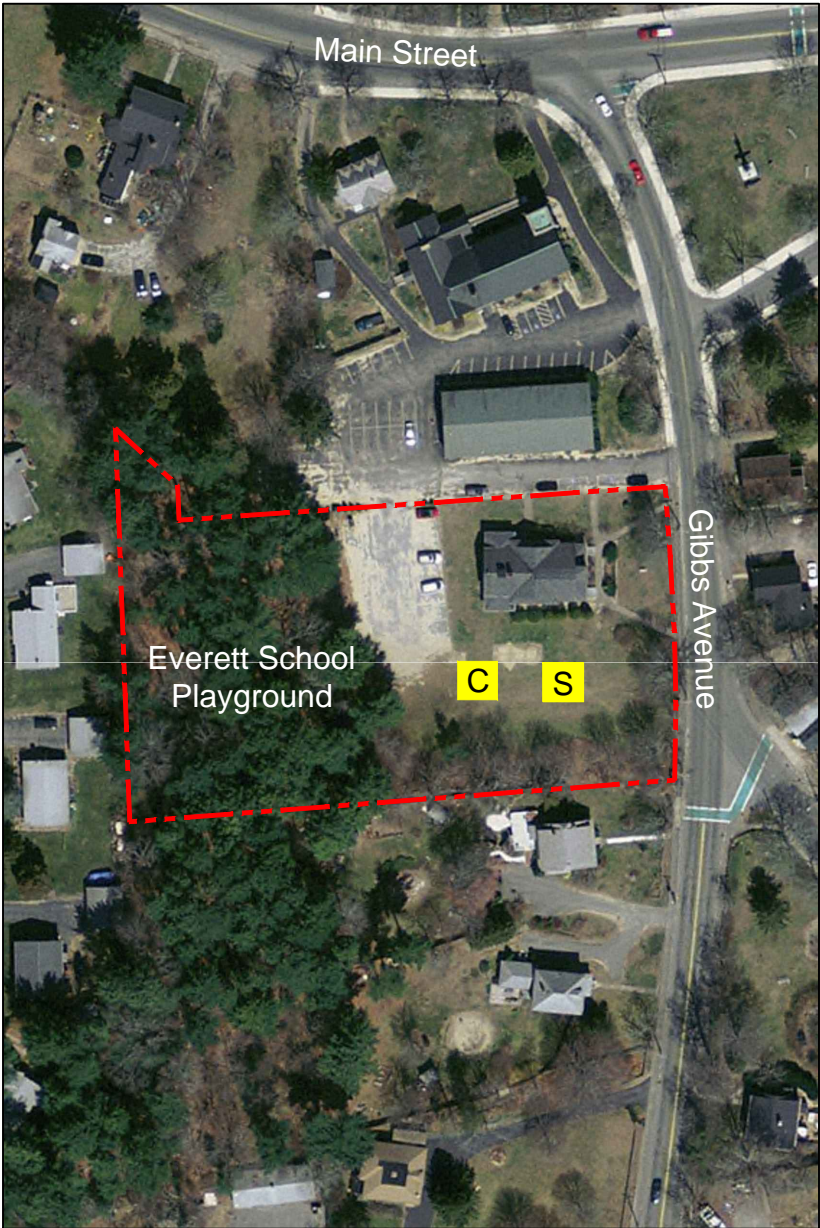
Scale: NTS

Map Legend

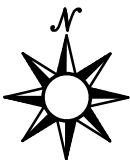
Designation = School



ADA Accessible / Parking = None

(#)	Amenities	Condition
(S)	Swings (6 Child)	Poor
(C)	Metal Climber	Poor



Site Location Assessment Summary
Everett School Playground
15 Gibbs Avenue



Prepared By:  BL Companies 100 River Ridge Drive Suite 105 Norwood, MA	Prepared For:  Town of Wareham Massachusetts Open Space Committee	Field Analysis Data Page 1
---	---	-------------------------------

Site Visit: A site visit and analysis was performed on July 22, 2014

Initial Classification:

☐ Destination Playground

☐ Neighborhood Playground

☐ Group Playground

☒ School Playground

☐ Open Space

Accessibility: The playground is accessible from the parking area directly behind the Everett School.

Field and Courts Area: Open grass area

Playground Apparatus: Swing Set (swings missing), 1 metal climber

Signage: None

Fencing: None

Passive Recreation: None

Initial Assessment: The town of Wareham still owns this property, however it is no longer a school. The recommendations below are limited and pertain to health, safety, and welfare.

Primary Recommendations:

- Remove existing play structures and reseed disturbed areas.



Swing Set (swings missing)



Metal Climber



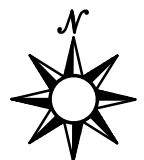
Everett School (from Gibbs Avenue)

Primary Opinion of Cost:

- Removal of Structures = \$1,000
- Reseed = \$1,000

Total Opinion of Cost: \$2,000

Site Location Assessment Summary
Everett School Playground
15 Gibbs Avenue



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

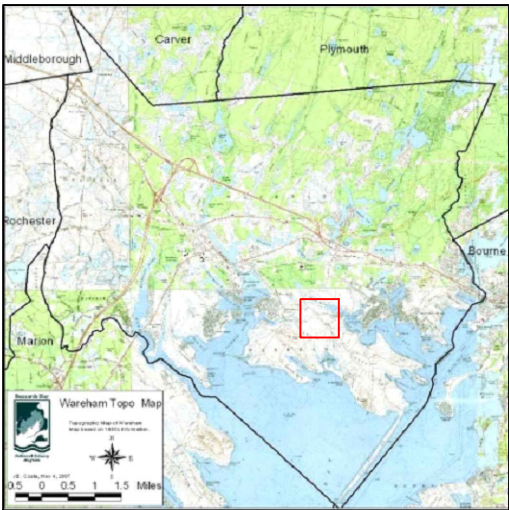
Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 2

Site Location



Scale: NTS

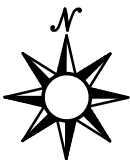
Map Legend



Designation = Open Space
ADA Accessible / Parking = None

(#)	Amenities	Condition
None		



Site Location Assessment Summary
Agawam Beach
137 Arlington Road



Prepared By:  BL Companies 100 River Ridge Drive Suite 105 Norwood, MA	Prepared For:  Town of Wareham Massachusetts Open Space Committee	Field Analysis Data Page 1
---	---	-------------------------------

Site Visit: A site visit and analysis was performed on July 22, 2014

Initial Classification:

☐ Destination Playground

☐ Neighborhood Playground

☐ Group Playground

☐ School Playground

☒ Open Space

Accessibility: The site is accessible from Arlington Road, however there is no parking, and no clear entry point into the site.

Open Space: The site is wooded with primarily Pine, Oak, Cherry, and Eastern Red Cedar. Poison Ivy and Oriental Bitter-Sweet was also present. There is an open area in the interior of the site, which was observed to be low and wet with phragmites present. There appears to have been illegal dumping of brush at several locations along Arlington Road.



Access from Arlington Rd. (Looking West)



Evidence of Illegal Dumping

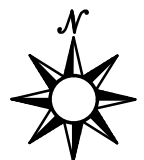


Canopy of Pine



Phragmites in wet, open area at center of site

Site Location Assessment Summary
Agawam Beach
137 Arlington Road



Prepared By:



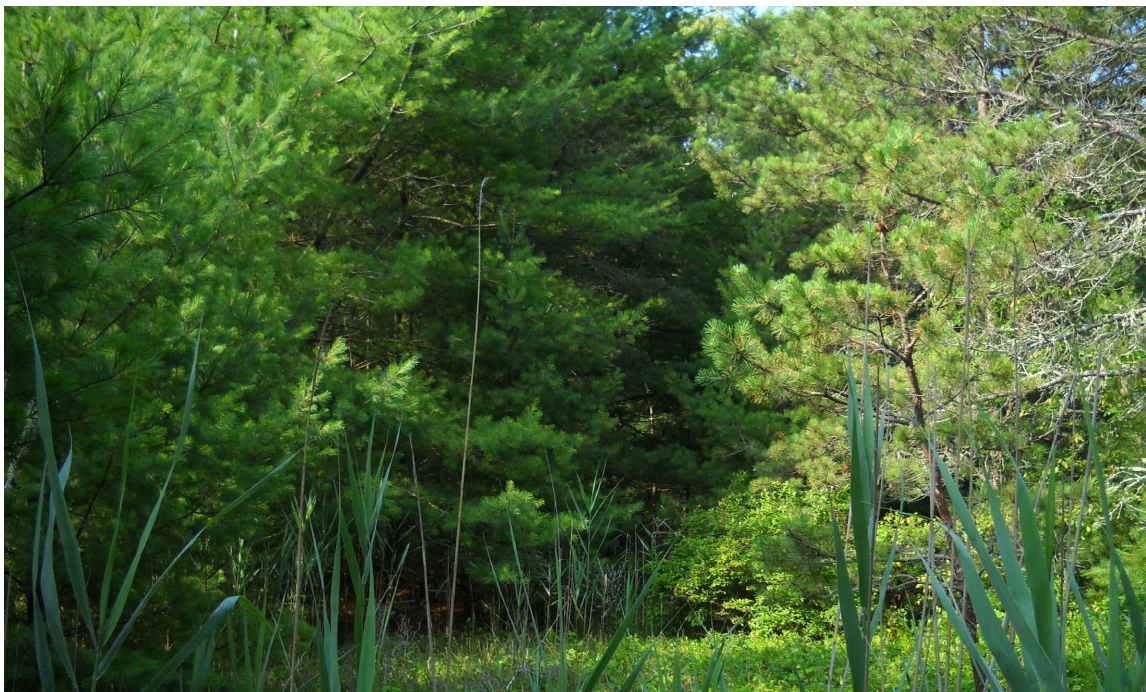
BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 2



Initial Assessment: The remote and rural character of this parcel and the neighborhood makes this parcel a low priority for open space investment. The presence of wetlands may limit the development potential, but there exists opportunities for sale of this property from which revenue can be generated and used to fund improvements for higher priority open spaces. At present, the illegal dumping and unbridled growth on the current parcel detracts from the quality of the neighborhood which would benefit from the maintenance and stewardship of introducing private development.

Primary Recommendation:

- Clear site of dumped brush and invasive plant species.
- Introduce signage identifying parcel as public land and establish rules for occupancy and use.
- Install cedar post and rail fence along street Right of Way to visually incorporate parcel into neighborhood aesthetic.

Primary Opinion of Cost:

- Vegetation Removal = \$2,000
- Wood Fence = \$3,000
- Signage = \$1,500

Total Opinion of Cost: \$6,500

Secondary Recommendation:

- Survey parcel to establish limits of wetland.
- Sell property while maintaining easement rights for public access to open space in back of parcel.
- Incorporate short footpath to wetland area.

Secondary Opinion of Cost:

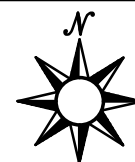
- Site Survey = \$5,000
- Footpath = \$2,000

Total Opinion of Cost: \$7,000

Maintenance:

- Visit parcel twice yearly for trash pickup. Neighborhood Organization to assist.

**Site Location Assessment Summary
Agawam Beach
137 Arlington Road**



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

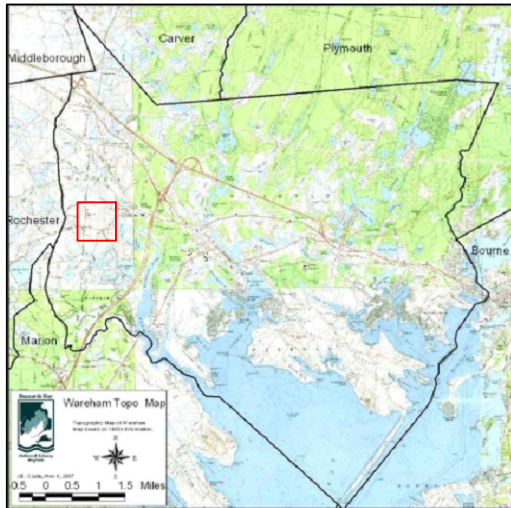
Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 3

Site Location



Scale: NTS

Map Legend

Designation = Open Space

ADA Accessible / Parking = None

(#)	Amenities	Condition
None		



Scale: 1"=150'

Site Location Assessment Summary Ahern Property (Open Space) Blackmore Pond Road



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 1

Site Visit: A site visit and analysis of the park/playground was performed on July 22, 2014

Initial Classification:

☐ Destination Playground

☐ Neighborhood Playground

☐ Group Playground

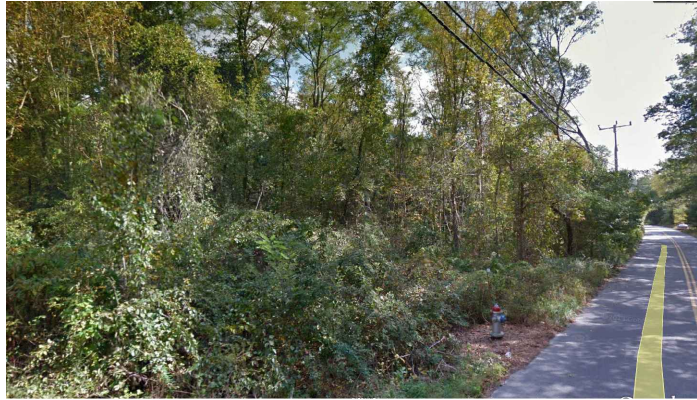
☐ School Playground

☒ Open Space

Accessibility: The site is bounded by Blackmore Pond Road. The site appears to be wooded, however no access points could be located, defined boundaries could not be found.

Signage: None

Passive Recreation: None



View from Street

Initial Assessment: Horseshoe Pond, Immediately East of this property and less than ¼ mile from Blackmore Pond Road is the strongest community asset this space offers. There currently exists limited pedestrian access to this pond apart from visitors trekking across private property. Apart from the inconvenience of access, the secluded character of this space and its minimally disturbed character offers an experience that is becoming increasingly rare for Wareham and other coastal Massachusetts towns.

Primary Recommendation:

- Construct 8 car parking area along Blackmore Pond Road.
- Install loop footpath leading from Parking area to Horseshoe Pond and then back to the parking area.

Maintenance:

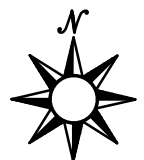
- Periodically remove vegetation from path corridor.

Opinion of Cost:

- Parking Area = \$15,000
- Foot Path (1 mile) = \$15,000
- Design and Engineering = \$4,000
- Signage = \$1,500

Total Opinion of Cost: \$41,500

Site Location Assessment Summary
Ahern Property (Open Space)
Blackmore Pond Road



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

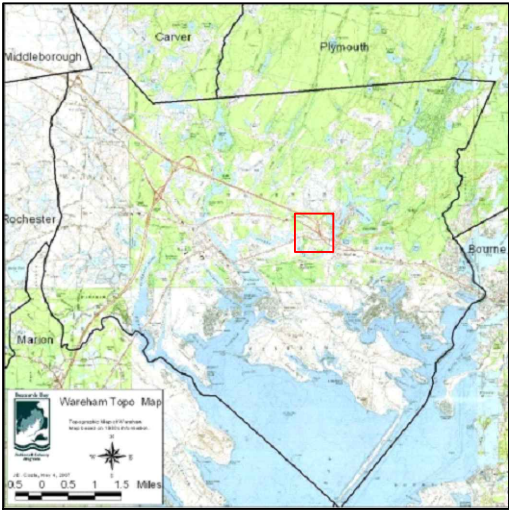
Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 2

Site Location



Scale: NTS

Map Legend

Designation = Open Space

ADA Accessible / Parking = None

(#)	Amenities	Condition
(J)	Trails	Good

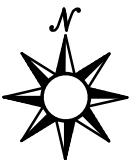
Site Visit: A site visit and analysis of the park/playground was performed on July 22, 2014



Initial Classification:

- ☐ Destination Playground
- ☐ Neighborhood Playground
- ☐ Group Playground
- ☐ School Playground
- ☒ Open Space



Site Location Assessment Summary
Bryant Farm (Open Space)
Sandwich Road, Minot Avenue, Indian Neck Road



Prepared By:  BL Companies 100 River Ridge Drive Suite 105 Norwood, MA	Prepared For:  Town of Wareham Massachusetts Open Space Committee	Field Analysis Data Page 1
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Accessibility: The site is bounded by Sandwich Road to the north and the rail road to the south (rail road is just north of and parallel to Minot Ave). There is currently a trail connection into the site (the trail crosses Minot Avenue from Minot Woods). There is a wide double swing gate at this location to allow vehicle access into the site. There is no parking. Access to the site from Minot Ave is currently dangerous due to high road speed, rail crossing, and lack of signage.

Signage: None

Passive Recreation: None

Initial Assessment: The existing trail system within this space offers a glimpse of what could become of this town resource. There are significant opportunities to establish pedestrian connections free of motor vehicles between Minot Elementary, the existing Minot Forest trail system, and the residential neighborhoods along Sandwich Road. As this trail will serve locations with existing parking facilities, only minimal new parking facilities are needed.

Additionally, there is opportunity to introduce a dog park, a collection of multipurpose fields, and parking for 20-40 vehicles along the sandwich road frontage.

Primary Recommendation:

- Construct 20 car parking area
- Construct multi-use trail system
- Construct dog park.
- Provide wayfinding signage as needed and benches (for picnic area)

Maintenance:

- Periodically remove vegetation from path corridor.
- Weekly cleaning and waste removal at dog park.
- Weekly mowing of multipurpose fields.
- Repair eroded and cracked trail surfaces as needed.

Primary Opinion of Cost:

- 20 car Parking Area = \$40,000
- Multi-Use Trail System = \$60,000
- Wayfinding Signage, Benches = \$18,000
- Dog Park (1 acre) = \$25,000
- Design and Engineering = \$25,000

Total Opinion of Cost: \$168,000



Access point from Minot Avenue (wide swing gate visible)

Secondary Recommendation:

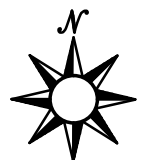
- Construct 40 car parking area
- Construct multi-use trail system
- Construct dog park.
- Construct multipurpose fields (3 acres).
- Provide wayfinding signage as needed and benches (for picnic area)

Secondary Opinion of Cost:

- 40 car Parking Area = \$80,000
- Multi-Use Trail System = \$60,000
- Wayfinding Signage, Benches = \$18,000
- Dog Park (1 acre) = \$25,000
- Multipurpose Fields (3 acres) = \$150,000
- Design and Engineering = \$40,000

Total Opinion of Cost: \$373,000

**Site Location Assessment Summary
Bryant Farm (Open Space)
Sandwich Road, Minot Avenue, Indian Neck Road**



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

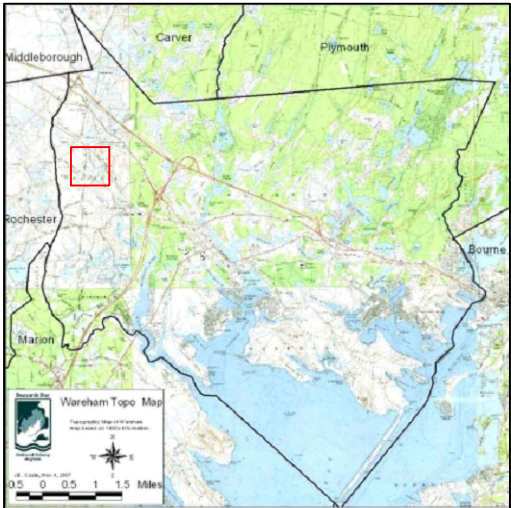
Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 2

Site Location



Scale: NTS

Map Legend

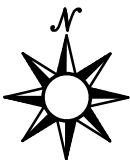
Designation = Open Space

ADA Accessible / Parking = None

(#)	Amenities	Condition
(KM)	Kiosk / Map	Fair
(J)	Trails	Fair



Site Location Assessment Summary
Westgate (Open Space)
Papermill Road



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 1

Site Visit: A site visit and analysis was performed on July 22, 2014

Initial Classification:

☐ Destination Playground

☐ Neighborhood Playground

☐ Group Playground

☐ School Playground

☒ Open Space

Accessibility: The park is accessible from a gravel parking area located off Papermill Road

Signage: There is a park sign at the entrance along Papermill Road. At the parking area there is a kiosk and trail map. The trails are currently marked with laminated paper signs.

Passive Recreation: Hiking, picnics, fishing (in season), bird watching, and nature education.



Parking Area



Typical Trail Marker Sign



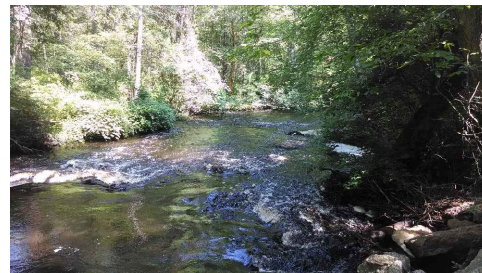
Park Sign (at Papermill Road)



Old Pump House

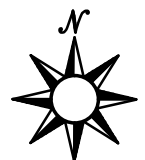


Cranberry Bog



River (looking down stream from old pump house)

Site Location Assessment Summary
Westgate (Open Space)
Papermill Road



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 2



Initial Assessment: As the most prolific town industry, this former cranberry bog offers an opportunity for the town of Wareham to showcase how these spaces can evolve into a showcase for educational, cultural, conservation interests. These opportunities are already made available by the initial informative signage, mapping, and trail clearing already performed. It is paramount that these efforts continue and are expanded to include better trail, parking, signage and bog maintenance so that the ecology of cranberry bogs can be understood, celebrated, and perpetuated in the town of Wareham.

Primary Recommendations:

- Upgrade trail markers, informative signage, and trail map kiosk to a more rugged map.
- Clean and perform shoring measures to the pump house structure, and erect security barriers to protect visitors.
- Establish maintenance plan to preserve the three bogs at different stages of succession.
- Expand trail network to provide access to a diverse range of site features.

Maintenance:

- Periodic Trail Cutting
- Former bog and river care as established by a conservation plan.

Primary Opinion of Cost:

- Trail signage and wayfinding = \$4,000
- Structure Repair and Visitor Protections = \$40,000
- Additional Trails (1/2 mile) = \$6,000
- Design and Engineering = \$8,000

Total Opinion of Cost: \$58,000

**Site Location Assessment Summary
Westgate (Open Space)
Papermill Road**



Prepared By:



BL Companies
100 River Ridge Drive
Suite 105
Norwood, MA

Prepared For:



Town of Wareham
Massachusetts
Open Space Committee

Field Analysis
Data Page 3



BL Companies conducted site assessments for all playgrounds and open space parcels listed in the request for proposal Appendix A-(Property locations) which consists of twenty one (21) playground locations and three (3) open space locations.

Initial Site Assessments

Existing information was collected and reviewed including existing Town reports, maps and other related project information. A visual inspection of each site was performed to determine site constraints and evaluate potential improvements. Supplemental information will be gathered from available data provided by the Town, real utilities and State agencies.

BL Companies analyzed all available data and drafted an initial site assessment review sheet for site review to target specific site improvements or adjustments to program elements.

Final Site Assessments

Town, Committee and community stakeholder input was solicited for inclusion. BL Companies reviewed and expanded upon initial site assessments and examined multiple topics of consideration from the request for proposal. The majority of these topics were covered within the individual assessment and recommendations. Some themes were universal and as such are listed below for overall consideration.

1. Improvement of existing and creation of new water access

Water access should be embraced and promoted within the Town. Of the sites reviewed four afford opportunity to expand public water access. Under their individual assessments this is recommended.

Swifts Beach Playgrounds location in close proximity to one of the town's beaches steers a recommendation to reorient the parks use areas to take better advantage of this recreation element in concert with the playground.

Oakdale Playgrounds water views and ample access makes a recommendation for a car top boat launch area water that can provide a few parking spaces as well as safe water access for canoe and kayak launching.

Carvers Road Tennis Courts and Kayak Launch already has a water access and only requires restoration of the trail leading down to the water's edge

Ellis Playground "Muddy Cove" is an underutilized water resource. With an addition of a few parking spaces, car top boat launch and clear definition of the beach areas this park can function as a valuable water resource.

2. Quality of Play Areas

Within the public play areas it is recommended that renovation, consolidation and relocation of play elements occur within specific parcels. It is also recommended that the town begin the process of unifying play elements and signage throughout the play areas.

Within the school centered play areas it is recommended that school based play be centered on age appropriate levels of play and afford multiple sensory stimulation and inclusive play parameters.

Within the open spaced centered areas it is recommended that natural ecosystems be promoted through management and education. Play areas should be a mix of both active and passive recreation forms that benefit not only the town as a whole but the individual open space character.

3. Accessibility

Accessible site features were identified throughout the play areas and open space system. All future development should keep accessibility parameters in mind when implementing park elements.

4. Vehicle Access

Vehicular access at the majority of the sites was adequate to accommodate the usage of the area. Those areas that did require additional area are covered under site specific recommendations. Investigation of alternative paving should be considered during expansion of lots. Utilization of porous surfaces is suggested to reduce hard surfaces on park sites and to promote infiltration of water over conventional water conveyance systems.

General Overall Recommendations

- There is a definitive need for branding of the open space and playground parks within the town to provide cohesiveness between all of the areas.
- There should be establish published public private partnerships with community organizations, neighborhood organizations to define, promote and call out shared partnership maintenance plans.
- There should be discussion to reinstate a parks and recreation department position to oversee the park operations including but not limited to:
 - 1. Leasing of certain parks
 - 2. Capital improvement forecasting
 - 3. Program Coordination of use areas
 - 4. Maintenance and Management of the outdoor park and open space areas.
- The number of benches and picnic tables should be increased in all parks, and a standard should be set as to type and composition.
- Play apparatus (town wide) should be phased into utilization of a town preferred manufacturer to provide continuity and ease of maintenance.



Below is an overall breakdown of the Opinion of Probable Cost for all of the areas within the assessment along with suggested general recommendations. For specific areas refer to the individual assessment sheets.

OVERALL OPINION OF PROBABLE COST

<u>Location</u>	<u>Basis of Opinion</u>	<u>Opinion of Probable Cost</u>
<i>Playgrounds/ Parks</i>		
Leonard C Lopes Playground	Town Based	\$23,500
Oakdale Playground	Town Based	\$10,000 to \$17,000
Indian Mound Playground	Bid Work	\$41,000
Onset Park (with Chess Tables) Property	Town Based	\$5,000 to 97,000
Richard Brown Sr. Courts Property	Bid Work	\$70,000
Swifts Beach Playground	Town or Bid Work	\$80,000
Carver Road Tennis Courts Property	Town or Bid Work	\$25,500
Ellis Playground "Muddy Cove"	Town Based	\$14,200
Philip Lukey Weweantic Playground	Community Based	\$31,000
Shangri-la Playground	Bid Work	\$15,000 to \$170,000
Richard Arruda Playground	Bid Work	\$86,000
Westfield (Playground Removed) Property	Community Based	\$7,000 to 20,000
Sylvester Gardens Courts and Playground	Town Based	\$85,000
<i>School Playgrounds</i>		
East Wareham School Playground	Town Based	\$5,000
West Wareham School Playground	Community Town Based	\$13,000 to \$73,000
Decas School Playground	Town Based	\$4,000
Minot School Playground	Town Based	\$13,000
Oak Grove School Playground	Community Based	\$1,500
Onset (Hammond) School Playground	Community Based	\$6,000
Everett School Playground	Community Based	\$2,000
<i>Open Space/ Parks</i>		
Agawam Beach Property	Community Based	\$6,500 to \$7,000
Ahern Property	Bid Work	\$41,500
Bryant Farm Proper	Bid Work	\$168,000 to \$373,000
Westgate Property	Bid Work	\$58,000
<i>General Overall Parks</i>		
Signage Program - Branding	Bid Work	\$45,500
Public Outreach Campaign -Awareness	Bid Work	\$30,000
Standardization Development- additional site amenities	Bid Purchase	\$40,000
Maintenance modernizations – mowers, trail mule, etc.	Bid Purchase	\$85,000

Opinions of probable cost were derived from area specific research and current market pricing. Individual area opinions were factored based on community, Town involvement or comprehensive redevelopment models.

WAREHAM SITE ASSESSMENTS

SITE LOCATION:

SITE ADDRESS:

DATE: 07/22/14

TIME:

INITIAL SITE REVIEW:

SITE AMENITIES:

PLAYGROUND TYPE (DESTINATION, GROUP, OR NEIGHBORHOOD):

PLAY OPPORTUNITIES:

WATER ACCESS:

SITE USAGE:

SEASONAL USAGE:

SAFETY/SECURITY:

VISIBILITY/ACCESS:

UNIVERSAL ACCESSIBILITY:

PROPERTY USE ANALYSIS:

OPPORTUNITIES:

CONSTRAINTS:

EQUIPMENT MAINTENANCE REVIEW:

WAREHAM SITE ASSESSMENTS

SITE LOCATION:

SITE ADDRESS:

DATE: 07/22/14

TIME:

FIELD/COURT MAINTENANCE REVIEW:

LAYOUT RECOMMENDATIONS:

NEIGHBOR AND NEIGHBOHOOD ORGANIZATION:

SITE –SPECIFIC EQUIPMENT SELECTION/COORDINATION:

VEHICLE ACCESS:

PARKING:

SIGNAGE:

FENCING:

ARCHITECTURE:

PASSIVE RECREATION:

OTHER:

Alan
Decisiontop-
Residence
↓
Township
Master plan
—

CONSERVATION RESTRICTION
to
Buzzards Bay Coalition, Inc.

Weweantic Ridge Property, Blackmore Pond Road, Wareham

Wareham CR # _____

TOWN OF WAREHAM, a political subdivision of the Commonwealth of Massachusetts, acting by and through its Conservation Commission, a duly constituted and empowered board of the Town of Wareham by the authority of § 8C of Chapter 40 of the Massachusetts General Laws ("MGL"), with an address of 54 Marion Road, Wareham, Massachusetts 02571, its successors and assigns (hereinafter "Grantor"), grants, for nominal consideration with quitclaim covenants, to **BUZZARDS BAY COALITION, INC.**, a Massachusetts charitable corporation with an address of 114 Front Street, New Bedford, Massachusetts, 02740, its successors and permitted assigns (hereinafter "Grantee"), in perpetuity and exclusively for conservation purposes, subject, however, to the reservations contained herein, the following described Conservation Restriction on a parcel of land of approximately 22.26 acres (the "Premises") located in the Town of Wareham, Plymouth County, Massachusetts. The Premises is generally described as Wareham Assessors Map 75, Lots 1003-A and 1004, and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference and depicted in Exhibit "B" attached hereto and incorporated herein by reference.

For Grantor's title to the Premises, see deed from Ninety Six Realty, LLC recorded July 20, 2012 in Book 41678 at Page 311 in the Plymouth County Registry of Deeds.

The granting of this Conservation Restriction is to comply with MGL Chapter 44B as Grantor acquired the Premises using, in part, Community Preservation Act funds.

Purpose. This Conservation Restriction is defined in, and authorized by, §§ 31-33 of Chapter 184 of the MGL and otherwise by law. Its purpose is to assure that the Premises will be retained in perpetuity predominantly in its natural, scenic, and open condition. It is further the

intent of the Grantor and Grantee perpetually to protect the associated uplands and wetlands for protection of the Weweantic River, to permit appropriate passive public recreational activities, to encourage sound management practices and operations and to prevent any other use of the Premises that will materially impair or interfere with the conservation values of the Premises. The public benefits ("Conservation Values") resulting from conservation of the Premises include, without limitation, the following:

- 1) Water Quality Protection. Conservation of the Premises, which includes some 1,208 feet of frontage on the lower Weweantic River, will contribute to lessening the impact of development on the river's water quality. The Weweantic River, part of Buzzards Bay's largest watershed, already suffers from such impacts to the extent that it is federally listed as one of the Commonwealth's most polluted waters for nutrients. This Conservation Restriction will remove further development thereby reducing its attendant impacts on the river. In addition, protection of the Premises will allow the forest and wetlands to naturally store floodwater and filter the infiltrating precipitation. Similarly, the conservation of these lands will provide protection to the water quality downstream resulting in benefits to Buzzards Bay.
- 2) Protection of Habitat. The Premises includes important riparian floodplain wetlands for the River which supports a particularly diverse assemblage of important diadromous fish species including alewife, blueback herring, rainbow smelt, white perch and American eel. Wild Eastern Brook Trout spawn in nearby tributaries of the river. The Premises and adjacent river waters provide important habitat to a diverse assemblage of waterfowl such as black duck, mallard wood duck and many others. Additionally, marine and estuarine species of shellfish, fish and birds, including the State and federally protected terns, which utilize the estuary waters will benefit from the protection of these lands. These wetlands and the areas buffering them also contribute to other important ecological functions including moderation of flow and filtering of pollutants. Thus the protection of these key watershed lands will protect water quality in the river and the estuary both by preventing pollution sources associated with development and preserving important forest and wetland habitats capable of intercepting pollutants.
- 3) Protection of Rare Species Habitat. Conservation of the Premises will benefit a diversity of wildlife using various habitats, including wetlands and a variety of woodland types. Of special interest are a group of Massachusetts Endangered Species Act-listed wetland plant species (Parker's Pipewort- Endangered, Pygmyweed-Threatened and Salt Reedgrass -- Threatened) located in the river immediately downstream. Protection of the Premises will provide benefit for areas immediately downstream that have been identified by the Commonwealth of Massachusetts Natural Heritage and Endangered Species Program's ("NHESP") BioMap 2 as Core Habitat and Critical Natural Landscape. Such areas are vital to maintaining the integrity of the Commonwealth's ecological resources and terrestrial and aquatic biodiversity. Protection of the Premises will ensure that the land remains available as critically needed habitat and will contribute to protection of the immediate area as a biologically diverse landscape.

- 4) Protection of Natural Setting. The Premises contains wetland buffer areas, scenic bluffs overlooking the water and extensive forested upland habitat and is part of an on-going conservation effort along the Weweantic River and in the area of Horseshoe Pond. It adds to the assemblage of 53 acres of lands protected by the Grantor (Birch Island), the Grantee (Horseshoe Dam) and Wildlands Trust (Connant Hill) along the Weweantic River. The protection of the Premises will preserve the natural setting of this open space, provide wildlife corridor linkages, prevent the development of some ten (10) residential house lots and maintain the rural and natural feel of the Premises.
- 5) Furtherance of Government Policy, Wareham. Protection of the Premises is consistent with the Town of Wareham's current Comprehensive Community Plan and Open Space and Recreation Plan, which advocates for (a) the protection of important open space parcels, (b) the acquisition of important wildlife habitat as defined by NHESP, (c) the protection of wetland resources throughout the Town and (d) expansion of passive recreational opportunities.
- 6) Furtherance of Government Policy, Massachusetts. Conservation of the Premises is in furtherance of the clearly defined governmental policies of the Commonwealth of Massachusetts to encourage land conservation as evidenced by the requirement, through the use of Community Preservation Act funds, of the placement of a conservation restriction on property acquired through the use of said funds.
- 7) Prevention of Further Development. This Conservation Restriction will preserve and protect the Conservation Values of the Premises consistent with the spirit and intent of the protections of Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts.

The terms of this Conservation Restriction are as follows:

- A. Prohibited Uses. Except as to reserved rights set forth in Paragraph B below, the Grantor will neither perform, nor allow others to perform, the following acts and uses which are expressly prohibited on, above and under the Premises:
 1. Constructing, placing or allowing to remain any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, sign, fence, billboard or other advertising display, antenna, utility pole, tower, conduit, line or other temporary or permanent structure or facility on, above or under the Premises;
 2. Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit;
 3. Placing, filling, storing or dumping on the Premises of refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other hazardous substance or hazardous material or any other material whatsoever or the installation of underground fuel storage tanks;

4. Cutting, removing or otherwise destroying trees, grasses or other vegetation;
5. Removal or relocation of existing stone walls;
6. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation or archaeological conservation;
7. The use, parking or storage of motorcycles, motorized trail bikes, snowmobiles and all other motor vehicles, except as necessary by the police, firefighters or other governmental agents in carrying out their lawful duties or power-driven mobility devices for use by persons who have mobility impairments;
8. Conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted). No portion of the Premises may be used toward building requirements or calculations involving development on this or any other land; and
9. Any other use of the Premises or activity thereon which is inconsistent with the purpose of this Conservation Restriction or which would materially impair its conservation interests.

B. Reserved Rights. All acts and uses not prohibited in Paragraph A are permissible so long as they do not materially impair the purpose of this Conservation Restriction or other significant conservation interests. Further, notwithstanding the provisions of Paragraph A, the following acts and uses are also expressly permitted, but only if such uses and activities do not materially impair the purpose of the Conservation Restriction or other significant conservation interests:

1. Passive Recreation. Walking, running, horseback riding, cross-country skiing, birding, hiking, fishing, biking, general flora and fauna observation and other outdoor passive recreational activities (but not hunting or motorized recreational activities, including motorbiking or the use of off-road all terrain vehicles), provided such activity does not materially alter the landscape or degrade environmental quality and takes into account sensitive areas;
2. Vegetation Management. In accordance with generally accepted forest management practices, selective *de minimis* removing of brush, pruning and cutting to prevent, control or remove hazards, disease, insect, invasive species or fire damage, or to preserve the present condition of the Premises. This can include chemical use but only if said use is designed and applied to affect the target species and not nearby non-target species and not be detrimental to water quality;
3. Forestry. In accordance with generally accepted forestry management practices, (a) selective *de minimis* pruning and cutting to preserve the present condition of existing vistas, woods roads and trails and (b) the cutting and harvesting of trees for any purpose, including without limitation commercial-timber production, but only if carried out in

accordance with a MGL Chapter 132 Forest Cutting Plan ("Cutting Plan") prepared by a Massachusetts certified professional forester that is designed to protect the Conservation Values of the Premises, including, without limitation, scenic and wildlife habitat values and water quality. Grantor shall provide Grantee with a copy of the approved Cutting Plan at least thirty (30) calendar days prior to any cutting taking place, along with any periodic updates;

4. Trails/Paths/Woods Roads. The construction, maintenance, marking and use of new and existing unpaved trails and paths on the Premises. With prior written approval from the Grantee, the construction, maintenance, marking and use of existing and new unpaved woods roads or the extension of existing woods roads reasonably necessary for the Reserved Rights set forth herein. All exercising of this Reserved Right shall take into account sensitive areas;
5. Pedestrian Boardwalks/Observation Platform. With prior written approval from the Grantee, the construction, maintenance, marking and use of pedestrian access boardwalk(s) crossing wetlands on the Premises at appropriate locations. With prior written approval from the Grantee, the construction, maintenance, marking and use of one (1) wildlife observation platform, no larger than 12 feet by 12 feet in floor area and no higher than eight (8) feet above grade. All exercising of this Reserved Right shall take into account sensitive areas;
6. Parking Area. With prior written approval from the Grantee, the construction, maintenance, marking and use of an unpaved parking area off Blackmore Pond Road designed to accommodate up to eight (8) vehicles. All exercising of this Reserved Right shall take into account sensitive areas;
7. Brush Piles. The stockpiling, composting and occasional burning of stumps, trees, brush, slab wood, limbs or similar biodegradable materials originating on the Premises. No such activities shall allow for the creation of "stump dumps" nor take place closer than one hundred (100) feet from the Premises boundary or any wetland, waterbody or stream except for stockpiling specifically for burning which may take place no closer than twenty-five (25) feet from the Premises boundary or any wetland, waterbody or stream. All exercising of this Reserved Right shall take into account sensitive areas;
8. Reservation Management. The right of Grantor to use, enhance and maintain the Premises for passive recreational and educational public access, safety and enjoyment and as an open space reservation, provided, however, that any such uses would not have a deleterious impact on the Conservation Values of the Premises. Such uses may include the construction, maintenance, repair and replacement of small scale structures accessory to the storage of associated land management equipment, tools and supplies and the use of the property as an open space reservation by visitors and the public, such as and including, but not limited to, picnic tables, benches, signs, Premises bounds, fences, gates, a viewing platform and informational bulletin boards/kiosks;

9. Stone Walls. The maintenance and repair of existing stone walls and, with prior written approval from Grantee, the construction of new stone walls of similar type, style and size;
10. Canoe/Kayak Launch Site. With prior written approval from the Grantee, the construction, maintenance, marking and use of a launch site, including unpaved access, for canoes and kayaks to use the Weweantic River. Use of this Reserved Right does not include motor-powered watercraft;
11. Wildlife Habitat Restoration and Improvement. Activities designed to restore native terrestrial and aquatic biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species. This could include, but is not limited to, 1) stream and wetland restoration, 2) removal of non-native species and 3) planting of indigenous/native species;
12. Archeological Activities. The conduct of archeological activities requires the submission of an archeological field investigation plan and its approval by Grantee and the State Archeologist of the Massachusetts Historical Commission (or appropriate successor official); and
13. Signs. The erection, maintenance and replacement of appropriately-sized signs with respect to Premises use guidelines, trail access, identity and address of the owner, the Grantee's interest in the property and the protected Conservation Values.

Unless otherwise exempted, the exercise of any right reserved by Grantor under this Paragraph B shall be in compliance with the then current Zoning By-Laws of the Town of Wareham, the Wetlands Protection Act (MGL Chapter 131, § 40) and all other applicable federal, state and local laws, rules and regulations. The inclusion of any Reserved Right in this Paragraph B requiring a permit from a public agency does not imply that Grantee or the Commonwealth of Massachusetts takes any position on whether such permit should be issued.

- C. Notice and Approval. Whenever notice to Grantee is required under the provisions of Paragraph B, Grantor shall notify Grantee in writing not less than thirty (30) calendar days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Conservation Restriction. Routine maintenance, such as trail upkeep, shall not require notification.

Where Grantee's prior written approval is required, the Grantee shall, within thirty (30) calendar days of receipt of Grantor's request, notify Grantor of its decision. Failure of Grantee to act within said thirty (30) calendar days shall be deemed to constitute approval of Grantor's request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after thirty (30) calendar days notice to Grantee and the requested activity is not a prohibited activity hereunder and will not materially impair the

purposes of this Conservation Restriction. It is understood by Grantee that approval shall not be unreasonably withheld.

D. Extinguishment.

1. If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this Conservation Restriction can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction after review and approval by the Secretary of Energy and Environmental Affairs. If any change in conditions ever gives rise to extinguishment or other release of the 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 D.2. below, subject, however, to any applicable law which expressly provides for a different disposition of proceeds after complying with the terms of any gift, grant or funding requirements.

2. Grantor and Grantee agree that the grant of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is equal to the proportionate value that this Conservation Restriction, determined at the time of the grant, bears to the value of the unrestricted property at that time. Said proportionate value of the Grantee's property right is equal to thirty percent (30%) and shall remain constant. If any occurrence gives rise to an extinguishment or other release of the Conservation Restriction under applicable law, the Grantor and Grantee shall be reimbursed from the proceeds, once recovered, for their respective share of reasonable legal or other expenses, if any, associated with the recovery of said proceeds. The remaining proceeds, once recovered, shall first be used to satisfy the terms of any gift, grant or funding requirements, including M.G.L. Chapter 44B, with the balance then being distributed as directed herein to be used for land protection or restoration as described in the Purpose paragraph of this Conservation Restriction.

3. 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 Grantees 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 Grantees under this paragraph shall be first paid out of the proceeds, and the remaining proceeds shall be distributed in accordance with Paragraph D.2. above.

E. Access. The Conservation Restriction hereby conveyed does not grant to Grantee, to the public generally, or to any other person any right to enter upon the Premises except as follows:

1. There is hereby granted to the public the right to enter upon the Premises at its own risk at reasonable times and in a reasonable manner for passive outdoor recreational uses (but not hunting or motorized recreational activities, including motorbiking or the use of off-road all terrain vehicles) of the Premises in a manner that is consistent with MGL Chapter 40, § 8C and MGL Chapter 132A,

§§ 2B and 2D subject to Grantor's reasonable rules and regulations governing use of the Premises and provided that such activities are consistent with the purposes of this Conservation Restriction.

2. There is hereby granted to Grantee and their representatives the right to enter the Premises at their own risk (a) at reasonable times and in a reasonable manner for the purpose of inspecting the same to determine compliance herewith and (b) after thirty (30) calendar days prior written notice (or sooner, if an emergency exists), to take any and all actions with respect to the Premises as may be necessary or appropriate, with or without order of court, to remedy, abate or otherwise enforce any violation hereof.
3. There is hereby granted to Grantee the right to erect and from time to time replace, at appropriate locations near the boundaries of the Premises mutually agreed upon, suitable signs identifying Grantee as the holders of this Conservation Restriction.

- F. Legal Remedies of Grantee. The rights hereby granted shall include the right to enforce 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 its condition prior to such violation (it being agreed that Grantee will have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to Grantee. Grantor covenants and agrees to reimburse Grantee all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy or abate any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred. By its acceptance, Grantee does not undertake any liability or obligation relating to the condition of the Premises not caused by Grantee or their agents, including with respect to compliance with hazardous materials or other environmental laws and regulations. Enforcement of the terms of this Conservation Restriction shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Conservation Restriction shall not be deemed or construed to be a waiver.
- G. Acts Beyond Grantor's Control. Nothing contained in this Conservation Restriction shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including, but not limited to, fire, flood, storm and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes.
- H. Duration and Assignability. The burdens of this Conservation Restriction shall run with the Premises and shall be enforceable against Grantor in perpetuity. Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction. The benefits of this Conservation Restriction shall run to

the Grantee, shall be in gross and shall not be assignable by Grantee, except in the following instances from time to time: (i) as a condition of any assignment, Grantee requires that the purpose of this Conservation Restriction continue to be carried out, and (ii) the assignee, at the time of assignment, qualifies under § 170(h) of the Internal Revenue Code of 1986 ("Code"), as amended, and applicable regulations thereunder, and under MGL Chapter 184, § 32 as an eligible donee to receive this Conservation Restriction directly. The Grantee shall comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

- I. Subsequent Transfers. Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which Grantor conveys any interest in all or a portion of the Premises, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least sixty (60) calendar days prior to the date of such transfer. Failure of Grantor to do so shall not impair the validity of this Conservation Restriction or limit its enforceability in any way.
- J. Termination of Rights and Obligations. Notwithstanding anything to the contrary contained herein, the rights and obligations under this Conservation Restriction of any party holding any interest in the Premises terminate upon transfer of that party's interest, except that liability for acts or omissions occurring prior to transfer, and liability for the transfer itself if the transfer is in violation of this Conservation Restriction, shall survive the transfer.
- K. Estoppel Certificates. Upon request by Grantor, Grantee shall, within sixty (60) calendar days, execute and deliver to Grantor any document, including an estoppel certificate which certifies Grantor's compliance with any obligation of Grantor contained in this Conservation Restriction and which otherwise evidences the status of this Conservation Restriction as may be requested by Grantor.
- L. Amendment. If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction, provided that no amendment shall be allowed that will materially impair the conservation interests or affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including MGL Chapter 184, §§31-33, inclusive, or § 170(h) of the Code, as amended, and any amendment shall be consistent with the purpose of this Conservation Restriction and shall not affect its perpetual duration. Any such amendment shall not be effective until all necessary approvals under MGL Chapter 184, § 32 have been secured, including approval by the Secretary of Energy and Environmental Affairs, and such amendment is recorded with the Plymouth County Registry of Deeds.
- M. Miscellaneous.
 - 1. Controlling Law. The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

2. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purpose of MGL Chapter 184, §§ 31-33. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.
3. Indemnification; Hold Harmless. Grantor shall, subject to appropriation and to the extent permitted by law, hold harmless, indemnify and defend Grantee and its members, directors, officers, employees, agents and contractors and the heirs, personal representatives, successors and assigns of each of them (collectively "Grantee Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with injury to or the death of any person, or physical damage to any property, resulting from the wanton or willful conduct of Grantor, except to the extent due to the negligence of any of the Grantee Indemnified Parties.

Grantee shall hold harmless, indemnify and defend Grantor and its officers, employees, agents and contractors and the heirs, personal representatives, successors and assigns of each of them (collectively "Grantor Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with injury to or the death of any person, or physical damage to any property, resulting from the wanton or willful conduct of Grantees, except to the extent due to the negligence of any of the Grantor Indemnified Parties.

4. Maintenance and Upkeep Costs. Except as otherwise stated herein, Grantor shall retain all responsibilities and shall bear all costs and liabilities of any kind related to ownership, operation, upkeep and maintenance of the Premises. Grantor shall keep the Premises free of any liens arising out of work performed for, materials furnished to or obligations incurred by Grantor.
5. Executory Limitation. If Grantee shall cease to exist or to be a qualified organization under § 170(h) of the Code, as amended, or to be authorized to acquire and hold conservation easements under the statutes of the Commonwealth of Massachusetts, and a prior assignment is not made pursuant to Paragraph H, 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 (i.e., in accordance with the *cy pres* or other appropriate doctrine) and with due regard to the requirements for an assignment pursuant to Paragraph H.
6. Severability. If any provision of this Conservation Restriction shall to any extent be held invalid, the remainder shall not be affected.

7. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Restriction and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Restriction, all of which are merged herein.
8. Effective Date. This Conservation Restriction shall be effective only when Grantor and Grantee have executed it and the administrative approvals required by § 32 of Chapter 184 of the MGL have been obtained, and it has been recorded, or if registered land, it has been registered.
9. Timely Recordation. Grantee shall record this instrument in timely fashion in the official records of the Plymouth County Registry of Deeds.
10. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
11. Pre-existing Rights of the Public. Approval of this Conservation Restriction pursuant to MGL Chapter 184, § 32 by any municipal officials and by the Secretary of Energy and Environmental Affairs 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.

No documentary stamps are required as this Conservation Restriction is a gift.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

In compliance with Article 41 of the 2012 Spring Town Meeting warrant as approved by Wareham Town Meeting on 5/2/12, 2012, a certified copy of which is in Exhibit "C" attached hereto and incorporated herein by reference, and at a public meeting held on _____, 2012, the Town of Wareham, by and through a majority of its Conservation Commission, voted to authorize the conveyance of the above Conservation Restriction as required by MGL Chapter 44B which is executed under seal this _____ day of _____, 2012.

TOWN OF WAREHAM
CONSERVATION COMMISSION

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF _____

On this _____ day of _____, 2012, before me, the undersigned notary public, personally appeared the above signed members of the Town of Wareham Conservation Commission, proved to me through satisfactory evidence of identification, which was _____, to be the people whose names are signed on the preceding or attached document, and acknowledged to me that they were duly authorized and signed it voluntarily for its stated purpose as a majority of the Conservation Commission for the Town of Wareham, Massachusetts.

Notary Public for Massachusetts
My Commission Expires: _____

ACCEPTANCE OF GRANT

At a meeting held on _____, 2012, Buzzards Bay Coalition, Inc. voted to authorize the acceptance of the above Conservation Restriction which is accepted this _____ day of _____, 2012.

BUZZARDS BAY COALITION, INC.

Mark Rasmussen, President

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF _____

On this _____ day of _____, 2012, before me, the undersigned notary public, personally appeared Mark Rasmussen, 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 he was duly authorized and signed it voluntarily for its stated purpose as the President of Buzzards Bay Coalition, Inc..

Notary Public for Massachusetts
My Commission Expires: _____

APPROVAL OF SELECTMEN

We, the undersigned, being a majority of the Board of Selectmen of the Town of Wareham, Massachusetts, hereby certify that at a public meeting duly held on _____, 2012, the Selectmen voted to approve the foregoing Conservation Restriction to Buzzards Bay Coalition, Inc., pursuant to M.G.L. Chapter 184, § 32.

TOWN OF WAREHAM
BOARD OF SELECTMEN

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF _____

On this _____ day of _____, 2012, before me, the undersigned notary public, personally appeared the above members of the Town of Wareham Board of Selectmen, proved to me through satisfactory evidence of identification, which was _____, to be the people whose names are signed on the preceding or attached document, and acknowledged to me that they were duly authorized and signed it voluntarily for its stated purpose as a majority of the Board of Selectmen of the Town of Wareham, Massachusetts.

Notary Public for Massachusetts
My Commission Expires: _____

APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS

The undersigned, Secretary of the Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction to Buzzards Bay Coalition, Inc., has been approved in the public interest pursuant to M.G.L. Chapter 184, § 32.

Date: _____, 2012

Richard K. Sullivan, Jr.
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF _____

On this ____ day of _____, 2012, before me, the undersigned notary public, personally appeared Richard J. Sullivan, Jr., 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 he was duly authorized and signed it voluntarily for its stated purpose as the Secretary of Energy and Environmental Affairs for the Commonwealth of Massachusetts.

Notary Public for Massachusetts
My Commission Expires: _____

Exhibit "A"

ALL THAT piece, parcel or lot of land on Blackmore Pond Road in Wareham, Massachusetts being identified as Parcel 1003-A and Lot 1004 on that certain plan entitled "Approval Not Required Plan, Blackmore Pond Road, Wareham, MA" by G.A.F. Engineering, Inc. dated June 5, 2012 and recorded June 13, 2012 in Plan Book 57 at Page 305 in the Plymouth County Registry of Deeds.

For identification purposes only, being currently identified as Wareham Assessors Map 75, Lots 1003-A and 1004.

Being the same property conveyed to the Town of Wareham to be held in the care, custody and control of the Conservation Commission by deed of Ninety Six Realty, LLC dated July 17, 2012 and recorded July 20, 2012 in Book 41678 at Page 311, Registry aforesaid.

Exhibit B

Parcel Map

To be added

DRAFT


Exhibit "C"

Certified Copy of Article __ from 2012 Spring Town Meeting

To be added

DRAFT

Exhibit A

 Included area of Map 75 Lot 1003. This area includes approximately 1/3 of an acre and no less than 180 feet of frontage on Blackmore Pond Road

Data Sources: MassGIS, Buzzards Bay NEP, Town of Wareham

0 125 250 500 Feet



Bryant Farm

LEONARD KOPELMAN
DONALD G. PAIGE
ELIZABETH A. LANE
JOYCE FRANK
JOHN W. GIORGIO
BARBARA J. SAINT ANDRE
JOEL B. BARD
JOSEPH L. TEHAN, JR.
THERESA M. DOWDY
DEBORAH A. ELIASON
RICHARD BOWEN
DAVID J. DONESKI
JUDITH C. CUTLER
KATHLEEN E. CONNOLLY
DAVID C. JENKINS
MARK R. REICH
BRIAN W. RILEY
DARREN R. KLEIN
JONATHAN M. SILVERSTEIN
ANNE-MARIE HYLAND
JASON R. TALERMAN
GEORGE X. PUCCI

EDWARD M. REILLY
DIRECTOR WESTERN OFFICE

KOPELMAN AND PAIGE, P. C.

ATTORNEYS AT LAW

31 ST. JAMES AVENUE

BOSTON, MASSACHUSETTS 02116-4102

(617) 556-0007

FAX (617) 654-1735

PITTSFIELD OFFICE

(413) 443-6100

NORTHAMPTON OFFICE

(413) 585-8632

WORCESTER OFFICE

(508) 752-0203

WILLIAM HEWIG III
JEANNE S. MCKNIGHT
KATHLEEN M. O'DONNELL
PATRICIA A. CANTOR
THOMAS F. LANE, JR.
MARY L. GIORGIO
THOMAS W. MCENANEY
KATHARINE GOREE DOYLE
LAUREN F. GOLDBERG
JEFFREY A. HONIG
MICHELE E. RANDAZZO
GREGG J. CORBO
RICHARD T. HOLLAND
ELIZABETH R. CORBO
MARIA C. ROTA
VICKI S. MARSH
JOHN J. GOLDROSEN
SHIRIN EVERETT
BRIAN E. GLENNON, II
JONATHAN D. EICHMAN
JOSEPH S. FAIR
LAURA H. PAWLE
CAROLYN M. MURRAY
JACKIE COWIN
SARAH N. TURNER
JEFFREY T. BLAKE
R. ERIC SLAGLE

January 3, 2005

Ms. Mary Ann Silva
Town Clerk
Wareham Town Hall
54 Marion Road
Wareham, MA 02571

Re: Bryant Farm Conservation Restriction

Dear Ms. Silva:

Enclosed please find the original Conservation Restriction granted by the Town of Wareham to Wareham Land Trust, Inc., recorded with the Plymouth County Registry of Deeds in Book 29563, Page 335. Please store this document with the Town's land records.

Very truly yours,

Laura H. Pawle *eon*

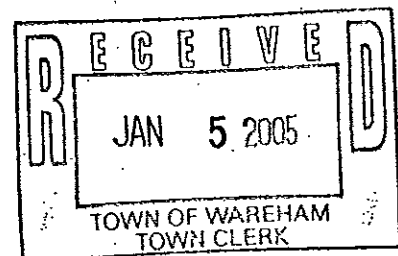
Laura H. Pawle

LHP/eon

Enc.

cc: Town Administrator (w/o enc.)
Conservation Commission

240005/WARH/0198



CONSERVATION RESTRICTION

The Town of Wareham, a Massachusetts municipal corporation, having a principal address of 54 Marion Road, Wareham, MA 02571 (hereafter the "Grantor"), for no consideration, grants with quitclaim covenants to the Wareham Land Trust, Inc, a Massachusetts charitable corporation, with a mailing address of P.O. Box 718, Wareham, MA 02571, its assigns (hereafter the "Grantee"), in perpetuity and exclusively for conservation purposes, the following described Conservation Restriction on a parcel of land of approximately 101.3 acres, more or less located in the Town of Wareham, Massachusetts, said parcel (hereafter, the "Property") being described as Wareham Assessor's Map 44, lots 1002, 1005 and 1006B, as further described and attached as Exhibit "A".

WHEREAS, the Property possesses significant, unusual, unique or outstanding wildlife habitat, natural resources, wooded, scenic and open space values (collectively, and hereinafter, "conservation values") of great importance to Grantor, Grantee, the people of the Town of Wareham and the Commonwealth of Massachusetts; and

WHEREAS, the Property is located adjacent to existing town forest land and will expand and preserve a greenbelt that runs through the Town of Wareham; and

WHEREAS, the Town of Wareham, at a duly called Town Meeting held on April 27, 2004 while acting on Article 27 of the Warrant, voted to authorize the Board of Selectmen to acquire for open space preservation purposes and to transfer from the Community Preservation Fund, and/or borrow funds pursuant to G.L. c. 44B for the purchase of the Property; and

WHEREAS, G.L. c. 44B, sec. 12 states, in part, "[a] real property interest that is purchased with monies from the Community Preservation Fund shall be bound by a permanent deed restriction that meets the requirements of chapter 184, limiting the use of the property for which it was acquired."

NOW THEREFORE, Grantor, for no consideration, hereby grants to Grantee this perpetual Conservation Restriction over the Property, which restriction is described as follows:

- I PURPOSES: This Conservation Restriction is to forever retain the Property predominantly in its current open and undeveloped state, and to prevent any use of the Property that will impair or interfere with the following aspects of the Property worthy of conservation:
- A. To preserve the unique combination of soils, wetlands, upland forest and open fields, in a natural, scenic and open condition;
 - B. To protect and promote the conservation of the natural watercourse on the Property, specifically the Agawam River and its freshwater tidal marshes;
 - C. To provide public access to the Property for passive recreation and Active Recreation, defined herein, and enjoyment of the fields, forest, wildlife and open

Locus: Assessors Map 44, Lots 1002, 1005, 1006B, Wareham
Sandwich, Minot and Indian Neck Roads, Wareham

space resources, for educational, scientific, cultural, archaeological, or other charitable purposes;

- D. To preserve wildlife and wildlife habitats and enhance wildlife habitat and other conservation values on adjoining conservation properties;
- E. To enhance existing trail and greenway corridors and connections to adjoining properties; and

II. PROHIBITED ACTIVITIES: The Grantor covenants for itself and its legal representatives, mortgagees, successors and assigns that the Property will at all times be held, used and conveyed subject to and not in violation of this Conservation Restriction. The Grantor shall refrain from and will not permit any activity which shall be inconsistent with or detrimental to water quality, soil conservation, wildlife conservation, and /or forestry management practices or which is otherwise wasteful of the natural resources of the Property. Prohibited activities shall include, but not be limited to, the following:

- A. Use of the property for any commercial or industrial purposes. Except as may be otherwise specifically provided in this Conservation Restriction, the construction, placing or introduction of any temporary or permanent structure or improvements on, above or below ground, including, but not limited to, buildings, signs (except as provided in Section III below), billboards or other advertising display, asphalt or concrete pavement, antenna, utility pole, tower, communication tower, conduit or line, swimming pool, tennis court, landing strip, or fences (except as provided in Section III below).
- B. Placing or storing of equipment, including but not limited to, mobile home, trailer, automotive vehicles, bodies or parts, soil, refuse, trash, rubbish, construction, yard, landscaping or any other kind of debris, junk, waste, municipal or otherwise, snow, radioactive waste, hazardous materials or waste, or the installation of aboveground or underground storage tanks on, below or in the Property.
- C. Removal, destruction or cutting of trees in connection with commercial harvesting or timbering activities, including cutting or harvesting for firewood, unless such removal or cutting of trees is performed in accordance with prudent and sound forest management practices and pursuant to a Forestry Management Plan or cutting plan approved in advance by the Grantee.
- D. Mining, excavation, dredging or removal of any loam, peat, gravel, soil, sand, rock or other mineral substance, or natural deposit from the Property unless approved by the Grantee pursuant to the procedure set forth in Article V herein.
- E. Land surface alterations, including removal, filling or other disturbances or erosion of the soil surface, above or below the water table, or any other changes in topography, surface or subsurface water systems, wetlands, or wetland habitat, except as may be necessary in conjunction with permitted on-site activities approved by the Grantee, provided that any surface so altered will be re-contoured,

stabilized and revegetated immediately upon completion of any work associated with permitted uses, with consideration to weather conditions favorable to revegetation .

- F. Use of motorized or otherwise power-driven vehicles of any kind, including, without limitation but not limited to, snowmobiles, motorbikes, motorcycles, dirt bikes or all-terrain-vehicles, but excepting motorized wheelchairs pursuant to the American Disabilities Act, vehicles used by the Grantor or its employees and agents for purposes of upkeep and maintenance of the Property, vehicles used by the Grantee in monitoring and enforcement of the terms of this Conservation Restriction, and vehicles used in conjunction with sound forest or land management practices.
- G. Commercial camping, commercial fishing, commercial hunting or commercial trapping.
- H. Subdivision of the Property under Chapter 41, Section 81K et seq., of the Massachusetts General Laws, or the conveyance of any parcel or lot from the Property separately from the rest of the locus even if such conveyance is not subject to the provisions of said Chapter 41, Section 81K et seq., unless the subdivision or conveyance is solely for the purpose of transferring title or a lesser estate to another non-profit organization and only if the Grantee, its successors or assigns pre-approve any such transaction. Any parcel so subdivided, and any subsequent owner or holder of interest shall be subject to the terms and limitations of this Conservation Restriction.

III. RESERVED RIGHTS The Grantor hereby reserves to and for Grantor and its legal representatives, successors and assigns all lawful customary rights and privileges of property ownership associated with the Property that are not specifically restricted by the terms of Paragraph II of this Conservation Restriction or that do not materially impair significant conservation, passive outdoor recreation, or Active Recreation interests protected by this Conservation Restriction, and notwithstanding the terms of Paragraph II hereof, the following rights and privileges shall be specifically permitted on the Property as rights and privileges that are not inconsistent with the conservation, passive outdoor recreation, or Active Recreation purposes of the Conservation Restriction and the intended use of the Property as an extension of a greenbelt and trails for recreational walking:

- A. The construction of universally accessible trail(s), including footbridges with ramps and/or other raised structures as necessary to achieve accessibility. Trail surfaces, if paved, shall be constructed of compacted gravel or other permeable material and build features shall be designed and constructed of wood and stone to blend with the natural features.
- B. The construction, relocation, maintenance or use of trails, fences, bridges, gates, benches, stone walls and woods roads on the Property, as reasonably

necessary for the exercise of Grantor's rights and privileges on the Property including, but not limited to rights associated with passive recreation or Active Recreation activities, or necessary and desirable in controlling unauthorized use or facilitating authorized use of the Property.

- C. The construction of a picnic shelter, comfort station, or a shed of size sufficient to store trail maintenance tools and equipment designed to blend with the natural features of the Property.
- D. The construction, relocation, erection and maintenance of signs setting forth restrictions on the use of the Property, identifying trails, locations, natural features or similar items, or identifying the owner of the Property and the holder of this Conservation Restriction.
- E. The right to establish rules and regulations for the use of and the control of public access on the Property within a management plan developed with and periodically updated with the Grantee.
- F. The right to construct, use and maintain a parking area on the Property along Sandwich Road. Said parking area will be constructed of a permeable material and be available for use by the general public. The Grantor shall be responsible for all expenses related to the construction of the parking lot.
- G. The right to perform normal woodland stewardship tasks, including timber stand improvements, removal of storm damage, and control of noxious and invasive plant and animal species in accordance with a plan approved by the Grantee.
- H. The right to construct and maintain an open multi-purpose athletic field located on the Property, provided that such construction is limited to an area no more than three (3) contiguous acres in size and at least four hundred (400) feet from the edge of the Agawam River and at least two hundred (200) feet from the edge of any delineated wetlands, may include land surface alterations and such maintenance may include seeding and cutting of grass and care of non-vegetated surfaces, the use of such athletic field for athletic practice and games (referred to herein as Active Recreation), and the right to establish rules and regulations for the use of and the control of such athletic field.

IV. LEGAL REMEDIES OF THE GRANTEE:

- A. Grantor on behalf of itself, its legal representatives, successors and assigns, grants to Grantee, the right to access the Property for purposes of inspecting the Property, and to enforce this Conservation Restriction first through mediation and then by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief

requiring restoration of the property to its condition prior to the time of the injury complained of (it being agreed that the Grantee may have no adequate remedy at law), and shall be in addition to, and not limitation of, any other rights and remedies available to the Grantee. The Grantor specifically acknowledges that events and circumstance of non-compliance constitute immediate and irreparable injury, loss and damage to the Property.

B. In the event mediation fails and legal proceedings are necessary, Grantor, on behalf of itself, its legal representatives, successors and assigns, covenants and agrees to reimburse the Grantee for all reasonable costs and expenses (including without limitation of staff time, court costs, professional services, counsel and legal fees) incurred in enforcing this Conservation Restriction or in remedying or abating any violation thereof; provided however, that the provisions of this Paragraph IV B shall apply only under circumstances in which Grantor has been determined by a court of law to be in violation of the terms of this Conservation Restriction; and further provided, that Grantor shall pay all reasonable expenses incurred in remedying or abating any violation of this Conservation Restriction under circumstances in which Grantor agrees that it has committed such violation.

C. Grantee, by its acceptance of this Conservation Restriction, does not undertake any liability or obligation relating to the conditions of the Property.

D. Any election by the Grantee as to the manner and timing of its rights to enforce this Conservation Restriction or otherwise exercise its rights herein shall not be deemed or constructed to be a waiver of such rights, or impair Grantee's rights or remedies.

V. Prior Notice to the Grantee - The Grantor, on behalf of its representatives, successors or assigns, agrees to notify the Grantee in writing forty-five (45) days in advance of its exercise of any substantial activities carried out pursuant to Paragraph III hereof. For purposes of this Paragraph V, "substantial activities" shall be activities that involve construction work for the facilities permitted in Paragraph III C, III F and III H. The notice shall describe the nature, scope, location, design, timetable and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to the consistency of such activities with the purposes of this Conservation Restriction. In the event that Grantee fails to respond within forty-five (45) days, the proposed activity shall be deemed approved and consistent with the purposes of this Conservation Restriction.

VI. Public Access The Grantee through its duly designated officers, directors, employees, representatives, and agents shall have the right to enter the Property at reasonable times and in a reasonable manner, for the purpose of inspecting the Property, determining compliance with the terms of this Conservation Restriction and preventing, abating or remedying any violations thereof.

This Conservation Restriction also reserves to the public generally, the right to enter upon the Property for passive outdoor recreational purposes such as hiking, snowshoeing, cross-country skiing, wildlife observation, and similar uses by the general public, and Active Recreation, defined herein, by the general public. All such passive recreational activities and Active Recreation shall be permitted only in accordance with rules and regulations promulgated by the Grantor in accordance with a management plan to be developed by the Wareham Conservation Commission in consultation with the Wareham Land Trust and approved by the Wareham Board of Selectmen, provided that such activities shall be subject to federal, state, and local public conservation statutes, rules and regulations, shall not involve the use of motorized vehicles (except for motorized wheelchairs or similar equipment reasonably necessary to enable disabled members of the public to access the Property), shall not be detrimental to the purposes of or violate the terms of this Conservation Restriction and shall not unreasonably interfere with authorized uses of the Property. The prohibition of the use of motorized vehicles by the public generally shall not be interpreted to prohibit the use of motorized vehicles by the Grantor for the maintenance and construction purposes permitted under Paragraph II of this Conservation Restriction or for emergency purposes.

VII. PROCEEDS FROM EXTINGUISHMENT OR CONDEMNATION

- A. If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this Conservation Restriction can only be terminated or extinguished, whether in whole or in part, by the Secretary of the Executive Office of Environmental Affairs or by judicial proceeding in a court of competent jurisdiction.
- B. The Grantor and Grantee agree that the grant of this Conservation Restriction gives rise to a legal interest in the Grantee for purposes of enforcing the terms of this Conservation Restriction but does not vest any beneficial interest or property right in the Grantee. If any occurrence gives rise to an extinguishment or other release of the Conservation Restriction under applicable law, the Grantor and Grantee shall be reimbursed from the proceeds of any monetary consideration resulting from such extinguishment or release, once recovered, for their respective share of reasonable legal expenses, if any, associated with the recovery of said proceeds. The remaining balance of the proceeds shall be deposited into the Grantor's Community Preservation Fund for purchase of interests in land in accordance with the requirements of G.L. c. 44 B. Should the Grantor's Community Preservation Fund no longer exist, such as the Grantor having opted out of G.L. c. 44B, the funds shall be used in accordance with the requirements of G.L. c. 44, sec 63.
- C. Whenever all or any part of the Property or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then Grantor and 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 Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be deposited into the Grantor's Community Preservation Fund for purchase of interests in land in accordance with the requirements of G.L. c. 44 B. Should the Grantor's Community Preservation Fund no longer exist, such as the Grantor having opted out of G.L. c. 44B, the funds shall be used in accordance with the requirements of G.L. c. 44, sec 63.

VIII. SUBSEQUENT TRANSFERS The Grantor shall incorporate the terms of this Conservation Restriction in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to the Grantee of the transfer of any interest at least forty-five (45) days prior to the date of such transfer. Failure of the Grantor to do so shall not impair the validity of this Conservation Restriction or limit its enforceability in any way.

IX. ASSIGNABILITY

- A. This Conservation Restriction shall run with the Property in perpetuity, and shall be enforceable against the Grantor, its representatives, successors or assigns holding any interest in the Property.
- B. 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, its representatives, successors and assigns, hereby appoints the Grantee as its attorney-in-fact to execute, acknowledge, and deliver any such instruments on their behalf. Without limiting the foregoing, the Grantor, its representatives, successors or assigns agree themselves to execute any such instruments upon request.
- C. The benefits of this Conservation Restriction shall be in gross and the Grantee shall not assign them, except in the following instances and from time to time:
 - (i) as a condition of any assignment, the Grantee requires that the purpose of this Conservation Restriction continues to be enforced, and
 - (ii) the assignee, at the time of assignment, qualifies under Sections 501 (c)(3) and 170 (h) of the Internal Revenue Code of 1986 (as amended or replaced) and applicable regulations thereunder as an eligible donee to receive this Conservation Restriction directly, or otherwise qualifies as a qualified holder of this Conservation Restriction under Chapter 184, Sections 31 through 33 of the General Laws of the Commonwealth of Massachusetts.

X. ESTOPPEL CERTIFICATES Upon request by the Grantor, the Grantee shall within thirty (30) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance with any obligation of the Grantor contained in this Conservation Restriction. Grantee shall not unreasonably withhold any such certification.

XI. SEVERABILITY If any provisions of this Conservation Restriction shall to any extent be held invalid, the enforceability of the remainder of this Conservation Restriction shall not be affected, and shall continue in full force with effect.

XII. AMENDMENT If circumstances arise under which amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Conservation Restriction, provided that no amendment may be made that will be inconsistent with the purposes of this Conservation Restriction, affect its perpetual duration, nor adversely affect any of the significant conservation values of the Property, passive recreation or Active Recreation interests protected by this Conservation Restriction. Any such amendment shall be recorded with the Plymouth County Registry of Deeds.

XII. EFFECTIVE DATE This Conservation Restriction shall be effective upon execution by the Grantor and Grantee, upon the receipt of the administrative approvals required by Section 32 of Chapter 184 of the General Laws of the Commonwealth of Massachusetts, and recordation, or for registered lands, registration in the Registry of Deeds for Plymouth County.

XIII. NOTICES All notices pursuant to this Conservation Restriction shall be given in writing to the following persons by certified mail, return receipt requested:

GRANTOR: Board of Selectmen

Wareham Town Hall
54 Marion Road
Wareham, MA 02571

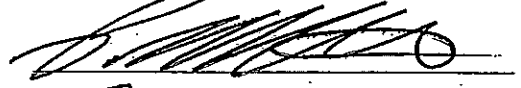

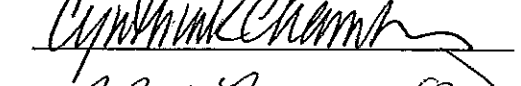
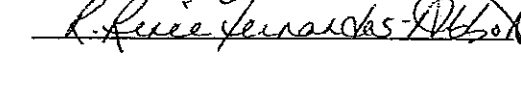
cc Kopelman and Paige, P.C.
Town Counsel
31 St. James Avenue
Boston, MA 02110
Telephone: (617) 556-0007
Facsimile: (617) 654-1735

GRANTEE: Wareham Land Trust, Inc.
P.O. Box 718
Wareham, MA 02571

TO HAVE AND TO HOLD said Conservation Restriction, with all the privileges and appurtenances thereof, to the Grantee, its successors and assigns, to its own use and behoove forever.

IN WITNESS THEREOF, TOWN OF WAREHAM, by and through its Board of Selectmen, has executed this instrument this 14th day of September , 2004.

GRANTOR: TOWN OF WAREHAM
By its Board of Selectmen:

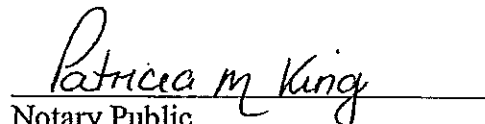





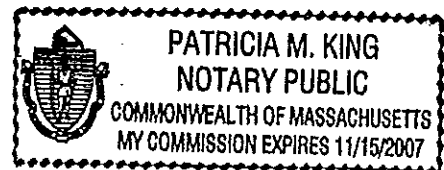
COMMONWEALTH OF MASSACHUSETTS

Plymouth County, ss.

September , 2004

On this 14th day of September, 2004, before me (the undersigned notary public), personally appeared Patrick G. Tropeano Selectman, Town of Wareham Board of Selectmen, proved to me through satisfactory evidence of identification, which were personally known, (personal knowledge, credible witness, or i.d. document) to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.


Notary Public
My Commission Expires: November 15, 2007.



ACCEPTANCE OF GRANT OF CONSERVATION RESTRICTION

The above Conservation Restriction is accepted this 27 day of September, 2004

GRANTEE: Wareham Land Trust, Inc.

By: James H. Muruse

Its: President

COMMONWEALTH OF MASSACHUSETTS

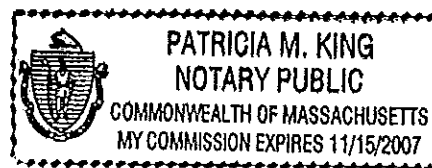
Plymouth County, ss.

September , 2004

On this 27th day of September, 2004, before me (the undersigned notary public), personally appeared James Muruse, _____, Wareham Land Trust, Inc., proved to me through satisfactory evidence of identification, which were MA License, (personal knowledge, credible witness, or i.d. document) to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Patricia M. King
Notary Public

My Commission Expires: Nov 15, 2007



APPROVAL BY SECRETARY OF ENVIRONMENTAL AFFAIRS

The undersigned, Secretary of the Executive Office of Environmental Affairs, Commonwealth of Massachusetts, hereby certifies that she approves, in the public interest, the foregoing Conservation Restriction pursuant to M.G.L. Chapter 184, Section 32. Said approval 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 Property, and such pre-existing right of the public, if any, are not affected by the granting of this Conservation Restriction.

Date: Nov. 17, 2004



Ellen Roy Herzfelder
Secretary of Office of Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

November
~~September~~ 17 2004

On this 17th day of November, 2004, before me (the undersigned notary public), personally appeared Ellen Roy Herzfelder, Secretary, Office of Environmental Affairs, proved to me through satisfactory evidence of identification, which were _____, (personal knowledge, credible witness, or i.d. document) to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.



Notary Public

My commission expires _____

NICOLE SICARD
Notary Public
My Commission Expires December 31, 2004

12-31-04

Exhibit A

Property Description

The land in the Town of Wareham on Sandwich, Minot and Indian Neck Roads, comprising approximately 101.3 acres, more or less, as described in the deeds recorded with the Plymouth County Registry of Deeds in Book 29171, Page 324 and Book 29171, Page 333, respectively, and also shown as Wareham Assessors Map 44, lots 1002, 1005 and 1006B.

00018131

42721 156

BOOK (272) PAGE 156

Register, Inc.

Feb 14, 2012 at 11:28

PLYMOUTH COUNTY REGISTRY OF DEEDS

John R. Pomeroy and Associates

CONSERVATION RESTRICTION

to

Wareham Land Trust, Inc.

and

Buzzards Bay Coalition, Inc.

Douglas Westgate Property, Paper Mill Road, Wareham

Wareham CR # 27

THE TOWN OF WAREHAM, a political subdivision of the Commonwealth of Massachusetts, acting by and through its Conservation Commission, a duly constituted and empowered board of the Town of Wareham by the authority of § 8C of Chapter 40 of the Massachusetts General Laws ("MGL"), with an address of 54 Marion Road, Wareham, Massachusetts 02571, its successors and assigns (hereinafter "Grantor"), grants, for nominal consideration with quitclaim covenants, to **WAREHAM LAND TRUST, INC. ("WLT")**, a Massachusetts charitable corporation with an address of Box 718, Wareham, Massachusetts 02571 and **BUZZARDS BAY COALITION, INC. ("Bay Coalition")**, a Massachusetts charitable corporation with an address of 114 Front Street, New Bedford, Massachusetts, 02740, its successors and permitted assigns (hereinafter together "Grantee" or "Grantees"), in perpetuity and exclusively for conservation purposes, subject, however, to the reservations contained herein, the following described Conservation Restriction on a parcel of land of approximately 48.54 acres (the "Premises") located in the Town of Wareham, Plymouth County, Massachusetts. The Premises is generally described as Wareham Assessors Map 92, Lots 1003, 1007 and 1009, and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference and depicted in Exhibit "B" attached hereto and incorporated herein by reference.

For Grantor's title to the Premises, see deed from Neil Hammond McCabe a/k/a Neal H. McCabe recorded in Book 40170 at Page 317 in the Plymouth County Registry of Deeds and deed from Tremont Cranberry Company, LLC recorded in Book 40170 at Page 320 in the Registry aforesaid.

The granting of this Conservation Restriction is to comply with MGL Chapter 44B as Grantor acquired the Premises using, in part, Community Preservation Act funds.

Purpose. This Conservation Restriction is defined in, and authorized by, §§ 31-33 of Chapter 184 of the MGL and otherwise by law. Its purpose is to assure that the Premises will be retained in perpetuity predominantly in its natural, scenic, and open condition. It is further the intent of the Grantor and Grantees perpetually to protect the associated uplands and wetlands for protection of the Weweantic River, to permit appropriate passive public recreational activities, to encourage sound management practices and operations and to prevent any other use of the Premises that will materially impair or interfere with the conservation values of the Premises. The public benefits ("Conservation Values") resulting from conservation of the Premises include, without limitation, the following:

- 1) Water Quality Protection. Conservation of the Premises, which includes some 2,380 feet of frontage on the Weweantic River, will contribute to lessening the impact of development on the river's water quality. The Weweantic River, part of Buzzards Bay's largest watershed, already suffers from such impacts to the extent that it is federally listed as one of the Commonwealth's most polluted waters for nutrients. This Conservation Restriction will remove further development thereby reducing its attendant impacts on the river. In addition, protection of the Premises will allow the forest and wetlands to naturally store floodwater and filter the infiltrating precipitation. Similarly, the conservation of these lands will provide protection to the water quality downstream resulting in benefits to Buzzards Bay.
- 2) Protection of Rare Species Habitat. Conservation of the Premises will provide habitat for a diversity of wildlife using various habitats, including wetlands and a variety of woodland types. The majority of the Premises has been identified by the Commonwealth of Massachusetts Natural Heritage and Endangered Species Program ("NHESP") as Priority Habitat for Rare Species as it is documented as habitat for the Eastern Box Turtle (a listed Species of Special Concern under the Massachusetts Endangered Species Act). Protection of the Premises will ensure that the land remains available as critically needed habitat for the box turtle and other flora and fauna. In addition, such conservation will contribute to protection of the immediate area as a biologically diverse landscape.
- 3) Protection of Natural Setting. The Premises is part of an on-going conservation effort along the Weweantic River and in the area of Horseshoe Pond. It abuts the Grantor's riverfront Fearing Hill property (66 acres) and adds to the assemblage of 86 acres of protected or under-agreement-to-be protected lands just downstream at Horseshoe Pond. The protection of the Premises will preserve the natural setting of this open space, provide wildlife corridor linkages, retire over three acres of active cranberry bogs, allow for wetland restoration and maintain the rural and natural feel of the Premises.
- 4) Furtherance of Government Policy, Wareham. Protection of the Premises is consistent with the Town of Wareham's current Comprehensive Community Plan and Open Space and Recreation Plan, which advocates for (a) the protection of important open space parcels, (b) the acquisition of important wildlife habitat as defined by NHESP, (c) the protection of wetland resources throughout the Town and (d) expansion of passive recreational opportunities.

- 5) Furtherance of Government Policy, Massachusetts. Conservation of the Premises is in furtherance of the clearly defined governmental policies of the Commonwealth of Massachusetts to encourage land conservation as evidenced by the requirement, through the use of Community Preservation Act funds, of the placement of a conservation restriction on property acquired through the use of said funds.
- 6) Prevention of Further Development. This Conservation Restriction will preserve and protect the Conservation Values of the Premises consistent with the spirit and intent of the protections of Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts.

The terms of this Conservation Restriction are as follows:

- A. Prohibited Uses. Except as to reserved rights set forth in Paragraph B below, the Grantor will neither perform, nor allow others to perform, the following acts and uses which are expressly prohibited on, above and under the Premises:
 1. Constructing, placing or allowing to remain any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, sign, fence, billboard or other advertising display, antenna, utility pole, tower, conduit, line or other temporary or permanent structure or facility on, above or under the Premises;
 2. Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit;
 3. Placing, filling, storing or dumping on the Premises of refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other hazardous substance or hazardous material or any other material whatsoever or the installation of underground fuel storage tanks;
 4. Cutting, removing or otherwise destroying trees, grasses or other vegetation;
 5. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation or archaeological conservation;
 6. The use, parking or storage of motorcycles, motorized trail bikes, snowmobiles and all other motor vehicles, except as necessary by the police, firefighters or other governmental agents in carrying out their lawful duties;
 7. Conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted). No portion of the Premises may be used toward building requirements or calculations involving development on this or any other land; and

8. Any other use of the Premises or activity thereon which is inconsistent with the purpose of this Conservation Restriction or which would materially impair its conservation interests.

B. Reserved Rights. All acts and uses not prohibited in Paragraph A are permissible so long as they do not materially impair the purpose of this Conservation Restriction or other significant conservation interests. Further, notwithstanding the provisions of Paragraph A, the following acts and uses are also expressly permitted, but only if such uses and activities do not materially impair the purpose of the Conservation Restriction or other significant conservation interests:

1. Passive Recreation. Walking, running, horseback riding, cross-country skiing, birding, hiking, fishing, general flora and fauna observation and other outdoor passive recreational activities (but not hunting or motorized recreational activities, including motorbiking or the use of off-road all terrain vehicles), provided such activity does not materially alter the landscape or degrade environmental quality and takes into account sensitive areas;
2. Vegetation Management. In accordance with generally accepted forest management practices and in consultation with NHESP, selective *de minimis* removing of brush, pruning and cutting to prevent, control or remove hazards, disease, insect, invasive species or fire damage, or to preserve the present condition of the Premises. This can include chemical use but only if said use is designed and applied to affect the target species and not nearby non-target species and not be detrimental to water quality or NHESP Priority Habitat;
3. Forestry. In accordance with generally accepted forestry management practices and in consultation with NHESP, (a) selective *de minimis* pruning and cutting to preserve the present condition of existing vistas, woods roads and trails and (b) the cutting and harvesting of trees for any purpose, including without limitation commercial-timber production, but only if carried out in accordance with a MGL Chapter 132 Forest Cutting Plan ("Cutting Plan") prepared by a Massachusetts certified professional forester that is designed to protect the Conservation Values of the Premises, including, without limitation, scenic and wildlife habitat values and water quality. Grantor shall provide Grantee with a copy of the approved Cutting Plan at least thirty (30) calendar days prior to any cutting taking place, along with any periodic updates;
4. Trails/Paths/Woods Roads/Pedestrian Bridges/Parking Area. The construction, maintenance, marking and use of new and existing unpaved trails and paths on the Premises. With prior written approval from the Grantees and in consultation with NHESP: (a) the construction, maintenance, marking and use of existing and new unpaved woods roads or the extension of existing woods roads reasonably necessary for the Reserved Rights set forth herein, (b) the construction, maintenance, marking and use of pedestrian access bridge(s)/boardwalk(s) crossing wetlands or the unnamed streams on the Premises at appropriate locations and (c) the construction, maintenance, marking and

use of an unpaved parking area designed to accommodate up to twelve (12) vehicles. All exercising of this Reserved Right shall take into account sensitive areas;

5. Brush Piles. The stockpiling, composting and occasional burning of stumps, trees, brush, slab wood, limbs or similar biodegradable materials originating on the Premises. No such activities shall allow for the creation of "stump dumps" nor take place closer than one hundred (100) feet from the Premises boundary or any wetland, waterbody or stream except for stockpiling specifically for burning which may take place no closer than twenty-five (25) feet from the Premises boundary or any wetland, waterbody or stream. All exercising of this Reserved Right shall take into account sensitive areas;
6. Retired Cranberry Bogs. The mowing, clearing, repair and general maintenance of the former cranberry bogs and their associated berms, dikes, ditches (including the drainage ditch running along the western side of the bogs associated with bogs not on the Premises), roads, walkways and water control structures. All exercising of this Reserved Right is for habitat maintenance not commercial cranberry production.
7. Reservation Management. The right of Grantor to use, enhance and maintain the Premises for passive recreational and educational public access, safety and enjoyment and as an open space reservation, provided, however, that any such uses would not have a deleterious impact on the Conservation Values of the Premises. Such uses may include the construction, maintenance, repair and replacement of small scale structures accessory to the storage of associated land management equipment, tools and supplies and the use of the property as an open space reservation by visitors and the public, such as and including, but not limited to, picnic tables, benches, signs, Premises bounds, fences, gates, viewing platforms and informational bulletin boards/kiosks;
8. Structures. With prior written approval from the Grantees, the construction, conversion, removal, use, maintenance, repair and replacement of new and existing structures related to the Reserved Rights in Paragraph B.7 together with unpaved access and utilities. The cumulative dripline footprint of all such structures on the Premises shall not exceed one thousand five hundred (1,500) square feet and shall not be intended for human habitation;
9. Utilities. The installation, maintenance, repair, replacement, removal and relocation of telephone, electric, gas and/or water utilities, over or under the Premises for the Reserved Rights in Paragraph B.7;
10. Canoe/Kayak Launch Site. With prior written approval from the Grantees, the construction, maintenance, marking and use of a launch site, including unpaved access, for canoes and kayaks to use the Weweantic River. Use of this Reserved Right does not include motor-powered watercraft;
11. Wildlife Habitat Restoration and Improvement. Activities designed to restore native terrestrial and aquatic biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species. This could include, but is not limited to, 1) stream and wetland restoration, 2) removal of non-native species and 3) planting of

indigenous/native species;

12. Archeological Activities. The conduct of archeological activities requires the submission of an archeological field investigation plan and its approval by Grantees and the State Archeologist of the Massachusetts Historical Commission (or appropriate successor official); and
13. Signs. The erection, maintenance and replacement of appropriately-sized signs with respect to Premises use guidelines, trail access, identity and address of the owner, the Grantees' interest in the property and the protected Conservation Values.

Unless otherwise exempted, the exercise of any right reserved by Grantor under this Paragraph B shall be in compliance with the then current Zoning By-Laws of the Town of Wareham, the Wetlands Protection Act (MGL Chapter 131, § 40) and all other applicable federal, state and local laws, rules and regulations. The inclusion of any Reserved Right in this Paragraph B requiring a permit from a public agency does not imply that Grantees or the Commonwealth of Massachusetts takes any position on whether such permit should be issued.

- C. Notice and Approval. Whenever notice to, or approval by, Grantees is required under the provisions of Paragraph B, Grantor shall notify Grantees in writing at the address set forth above, or at such other address as Grantees have expressly provided to Grantor for this purpose in writing, by certified mail, return receipt requested, not less than sixty (60) calendar days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit Grantees to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where Grantees' approval is required, WLT, its successor or assign, shall, within thirty (30) calendar days of receipt of Grantor's request, notify Bay Coalition, its successor or assign, of WLT's decision. Following receipt of WLT's decision, but in no case later than sixty (60) calendar days following Bay Coalition's receipt of Grantor's written request, Bay Coalition shall either affirm or disagree with the decision of the WLT. If either WLT or Bay Coalition deny approval of the request, Grantor's request is denied. In the event that no decision is received from WLT within said thirty (30) calendar days, Bay Coalition shall proceed to issue its decision within sixty (60) calendar days of receipt of Grantor's written request. Failure of Bay Coalition to act within said sixty (60) calendar days shall be deemed to constitute approval of either the WLT decision, if one has been issued, or, in the absence of a WLT decision, of Grantor's request as submitted, so long as the request sets forth the provisions of this Paragraph relating to deemed approval after sixty (60) calendar days notice to Grantees and the requested activity is not a prohibited activity hereunder and will not materially impair the purposes of this Conservation Restriction. It is understood by Grantees that approval shall not be unreasonably withheld. Routine maintenance, such as trail upkeep, shall not require notification.

D. Extinguishment.

1. If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this Conservation Restriction can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction after review and approval by the Secretary of Energy and Environmental Affairs. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantees, on a subsequent sale, exchange or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph D.2. below, subject, however, to any applicable law which expressly provides for a different disposition of proceeds.

2. Grantor and Grantees agree that the grant of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is equal to the proportionate value that this Conservation Restriction, determined at the time of the grant, bears to the value of the unrestricted property at that time. Said proportionate value of the Grantees' property right is equal to thirty percent (30%) and shall remain constant. If any occurrence gives rise to an extinguishment or other release of the Conservation Restriction under applicable law, the Grantor and Grantees shall be reimbursed from the proceeds, once recovered, for their respective share of reasonable legal or other expenses, if any, associated with the recovery of said proceeds. The remaining proceeds, once recovered, shall first be used to satisfy the terms of any gift, grant or funding requirements, including MGL Chapter 44B, with the balance then being distributed as directed herein to be used for land protection or restoration as described in the Purpose paragraph of this Conservation Restriction.

3. 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 Grantees 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 Grantees under this paragraph shall be first paid out of the proceeds, and the remaining proceeds shall be distributed in accordance with Paragraph D.2. above.

E. Access. The Conservation Restriction hereby conveyed does not grant to Grantee, to the public generally, or to any other person any right to enter upon the Premises except as follows:

1. There is hereby granted to the public the right to enter upon the Premises at its own risk at reasonable times and in a reasonable manner for passive outdoor recreational uses (but not hunting or motorized recreational activities, including biking or the use of off-road all terrain vehicles) of the Premises in a manner that is consistent with MGL Chapter 40, § 8C and MGL Chapter 132A, §§ 2B and 2D subject to Grantor's reasonable rules and regulations governing use of the Premises and provided that such activities are consistent with the purposes of this Conservation Restriction.

2. There is hereby granted to Grantees and their representatives the right to enter the Premises at their own risk (a) at reasonable times and in a reasonable manner for the purpose of inspecting the same to determine compliance herewith and (b) after thirty (30) calendar days prior written notice (or sooner, if an emergency exists), to take any and all actions with respect to the Premises as may be necessary or appropriate, with or without order of court, to remedy, abate or otherwise enforce any violation hereof.
 3. There is hereby granted to Grantees the right to erect and from time to time replace, at appropriate locations near the boundaries of the Premises mutually agreed upon, suitable signs identifying Grantees as the holders of this Conservation Restriction.
- F. Legal Remedies of Grantee. The rights hereby granted shall include the right to enforce 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 its condition prior to such violation (it being agreed that Grantees will have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to Grantees. Grantor covenants and agrees to reimburse Grantees all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy or abate any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred. By its acceptance, Grantees do not undertake any liability or obligation relating to the condition of the Premises not caused by Grantees or their agents, including with respect to compliance with hazardous materials or other environmental laws and regulations. Enforcement of the terms of this Conservation Restriction shall be at the discretion of Grantees, and any forbearance by Grantees to exercise its rights under this Conservation Restriction shall not be deemed or construed to be a waiver.
- G. Acts Beyond Grantor's Control. Nothing contained in this Conservation Restriction shall be construed to entitle Grantees to bring any action against Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including, but not limited to, fire, flood, storm and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes.
- H. Duration and Assignability. The burdens of this Conservation Restriction shall run with the Premises and shall be enforceable against Grantor in perpetuity. Grantees are authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction. The benefits of this Conservation Restriction shall run to the Grantees, shall be in gross and shall not be assignable by Grantees, except in the following instances from time to time: (i) as a condition of any assignment, Grantees require that the purpose of this Conservation Restriction continue to be carried out, and (ii) the assignee, at the time of assignment, qualifies under § 170(h) of the Internal Revenue Code

of 1986 ("Code"), as amended, and applicable regulations thereunder, and under MGL Chapter 184, § 32 as an eligible donee to receive this Conservation Restriction directly. The Grantees shall comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

- I. Subsequent Transfers. Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which Grantor conveys any interest in all or a portion of the Premises, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantees of the transfer of any interest at least sixty (60) calendar days prior to the date of such transfer. Failure of Grantor to do so shall not impair the validity of this Conservation Restriction or limit its enforceability in any way.
- J. Termination of Rights and Obligations. Notwithstanding anything to the contrary contained herein, the rights and obligations under this Conservation Restriction of any party holding any interest in the Premises terminate upon transfer of that party's interest, except that liability for acts or omissions occurring prior to transfer, and liability for the transfer itself if the transfer is in violation of this Conservation Restriction, shall survive the transfer.
- K. Estoppel Certificates. Upon request by Grantor, Grantees shall within sixty (60) calendar days execute and deliver to Grantor any document, including an estoppel certificate which certifies Grantor's compliance with any obligation of Grantor contained in this Conservation Restriction and which otherwise evidences the status of this Conservation Restriction as may be requested by Grantor.
- L. Amendment. If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantees may jointly amend this Conservation Restriction, provided that no amendment shall be allowed that will materially impair the conservation interests or affect the qualification of this Conservation Restriction or the status of Grantees under any applicable laws, including MGL Chapter 184, §§31-33, inclusive, or § 170(h) of the Code, as amended, and any amendment shall be consistent with the purpose of this Conservation Restriction and shall not affect its perpetual duration. Any such amendment shall not be effective until all necessary approvals under MGL Chapter 184, § 32 have been secured, including approval by the Secretary of Energy and Environmental Affairs, and such amendment is recorded with the Plymouth County Registry of Deeds.
- M. Miscellaneous.
 - 1. Controlling Law. The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.
 - 2. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purpose of MGL Chapter 184, §§ 31-33. If any provision in this instrument is found

to be ambiguous, an interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

3. Indemnification; Hold Harmless. Grantor shall, subject to appropriation and to the extent permitted by law, hold harmless, indemnify and defend Grantees and their members, directors, officers, employees, agents and contractors and the heirs, personal representatives, successors and assigns of each of them (collectively "Grantee Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with injury to or the death of any person, or physical damage to any property, resulting from the wanton or willful conduct of Grantor, except to the extent due to the negligence of any of the Grantee Indemnified Parties.

Grantees shall hold harmless, indemnify and defend Grantor and its officers, employees, agents and contractors and the heirs, personal representatives, successors and assigns of each of them (collectively "Grantor Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with injury to or the death of any person, or physical damage to any property, resulting from the wanton or willful conduct of Grantees, except to the extent due to the negligence of any of the Grantor Indemnified Parties.

4. Maintenance and Upkeep Costs. Except as otherwise stated herein, Grantor shall retain all responsibilities and shall bear all costs and liabilities of any kind related to ownership, operation, upkeep and maintenance of the Premises. Grantor shall keep the Premises free of any liens arising out of work performed for, materials furnished to or obligations incurred by Grantor.
5. Executory Limitation. If Grantees shall cease to exist or to be a qualified organization under § 170(h) of the Code, as amended, or to be authorized to acquire and hold conservation easements under the statutes of the Commonwealth of Massachusetts, and a prior assignment is not made pursuant to Paragraph H, then Grantees' 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 (i.e., in accordance with the *cypres* or other appropriate doctrine) and with due regard to the requirements for an assignment pursuant to Paragraph H.
6. Severability. If any provision of this Conservation Restriction shall to any extent be held invalid, the remainder shall not be affected.
7. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Restriction and supersedes all prior discussions,

negotiations, understandings, or agreements relating to the Conservation Restriction, all of which are merged herein.

8. Effective Date. This Conservation Restriction shall be effective only when Grantor and Grantees have executed it and the administrative approvals required by § 32 of Chapter 184 of the MGL have been obtained, and it has been recorded, or if registered land, it has been registered.
9. Timely Recordation. Grantees shall record this instrument in timely fashion in the official records of the Plymouth County Registry of Deeds.
10. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
11. Pre-existing Rights of the Public. Approval of this Conservation Restriction pursuant to MGL Chapter 184, § 32 by any municipal officials and by the Secretary of Energy and Environmental Affairs 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.

No documentary stamps are required as this Conservation Restriction is a gift.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

In compliance with Article 14 of the 2010 Fall Town Meeting warrant as approved by Wareham Town Meeting on October 25, 2010, a certified copy of which is in Exhibit "C" attached hereto and incorporated herein by reference, and at a public meeting held on December 5, 2012, the Town of Wareham, by and through a majority of its Conservation Commission, voted to authorize the conveyance of the above Conservation Restriction as required by MGL Chapter 44B which is executed under seal this 14th day of December, 2012.

TOWN OF WAREHAM
CONSERVATION COMMISSION

[Signature]
[Signature]
Donald J. Rogers
Hank Carbone

SS Stew

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF PLYMOUTH

On this 14th day of DECEMBER, 2012, before me, the undersigned notary public, personally appeared the above signed members of the Town of Wareham Conservation Commission, proved to me through satisfactory evidence of identification, which was Personally Known, to be the people whose names are signed on the preceding or attached document, and acknowledged to me that they were duly authorized and signed it voluntarily for its stated purpose as a majority of the Conservation Commission for the Town of Wareham, Massachusetts.

Shirley Oldfield
Notary Public for Massachusetts Shirley Oldfield
My Commission Expires: 12/5/14

ACCEPTANCE OF GRANT

At a meeting held on November 13, 2012, Wareham Land Trust, Inc. voted to authorize the acceptance of the above Conservation Restriction which is accepted this 10th day of December, 2012.

WAREHAM LAND TRUST, INC.

John H. Browning
John H. Browning, President

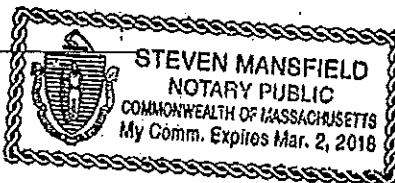
Nancy D. McHale
Nancy D. McHale, Treasurer

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Plymouth

On this 10th day of December, 2012, before me, the undersigned notary public, personally appeared John H. Browning and Nancy L. McHale, proved to me through satisfactory evidence of identification, which was MA Lic, to be the people whose names are signed on the preceding or attached document, and acknowledged to me that they were duly authorized and signed it voluntarily for its stated purpose as the President and Treasurer of Wareham Land Trust, Inc..

Steven Mansfield
Notary Public for Massachusetts

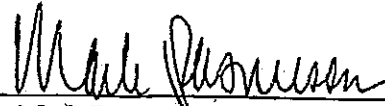
My Commission Expires: _____



ACCEPTANCE OF GRANT

At a meeting held on October 18, 2011, Buzzards Bay Coalition, Inc. voted to authorize the acceptance of the above Conservation Restriction which is accepted this 12th day of December, 2012:

BUZZARDS BAY COALITION, INC.



Mark Rasmussen, President

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Bristol

On this 12th day of December, 2012, before me, the undersigned notary public, personally appeared Mark Rasmussen, 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 he was duly authorized and signed it voluntarily for its stated purpose as the President of Buzzards Bay Coalition, Inc..

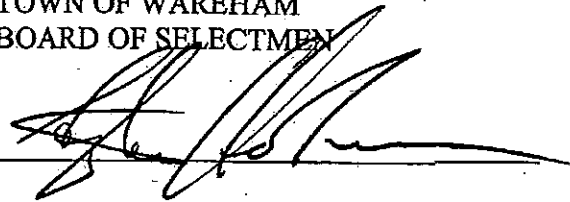


Notary Public for Massachusetts Allen D. Decker
My Commission Expires: 01/21/2016

APPROVAL OF SELECTMEN

We, the undersigned, being a majority of the Board of Selectmen of the Town of Wareham, Massachusetts, hereby certify that at a public meeting duly held on January 15, 2013, the Selectmen voted to approve the foregoing Conservation Restriction to Wareham Land Trust, Inc. and Buzzards Bay Coalition, Inc., pursuant to M.G.L. Chapter 184, § 32.

TOWN OF WAREHAM
BOARD OF SELECTMEN



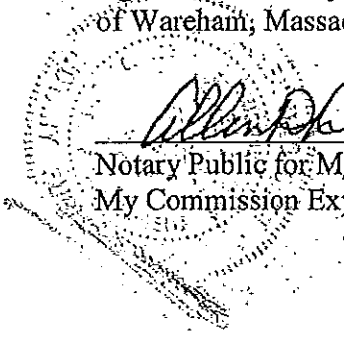
Jana A. Winslow

Debra M. Fay

Peter W. Tuttle

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Plymouth

On this 15th day of January, 2013, before me, the undersigned notary public, personally appeared the above members of the Town of Wareham Board of Selectmen, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the people whose names are signed on the preceding or attached document, and acknowledged to me that they were duly authorized and signed it voluntarily for its stated purpose as a majority of the Board of Selectmen of the Town of Wareham, Massachusetts.

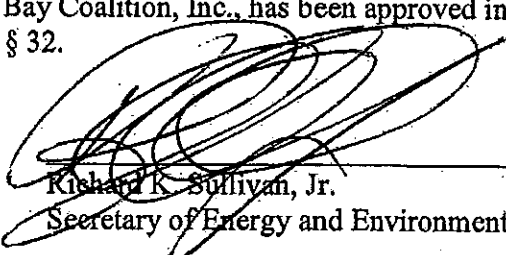


Allen D. Decker
Notary Public for Massachusetts Allen D. Decker
My Commission Expires: 01/21/2016

APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS

The undersigned, Secretary of the Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction to Wareham Land Trust, Inc. and Buzzards Bay Coalition, Inc., has been approved in the public interest pursuant to M.G.L. Chapter 184, § 32.

Date: Feb 6, 2013


Richard K. Sullivan, Jr.
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Suffolk

On this 6th day of February, 2013, before me, the undersigned notary public, personally appeared Richard J. Sullivan, Jr., proved to me through satisfactory evidence of identification, which was personally known to me, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he was duly authorized and signed it voluntarily for its stated purpose as the Secretary of Energy and Environmental Affairs for the Commonwealth of Massachusetts.

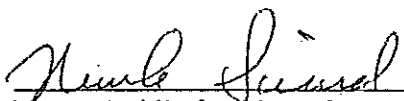

Notary Public for Massachusetts
My Commission Expires: Oct. 7, 2018

Exhibit "A"

Legal Description

PARCEL ONE

THE LAND IN that part of Wareham, Plymouth County, Massachusetts, together with the buildings thereon, known as South Wareham, so called, bounded and described as follows;

Beginning at a point in the Southwesterly line of Paper Mill Road at a corner of land, now or formerly of Helen A. Taylor and Joseph H. Holmes, said point being thirty-four and 91/100 (34.91) feet Southeasterly as measured in the line of said road, from a Wareham Highway bound and also ten and 38/100 (10.38) feet South 1 degree 44' 50" West from an old stone bound;

Thence from said point of beginning by said road, South 55 degrees 32' 50" East about three hundred two and no/100 (302.00) feet to the thread of the Weweantic River at the iron bridge so called;

Thence Southerly downstream by the thread of said river about two hundred seventy and no/100 (270.00) feet to a point opposite a stone bound set in the bank;

Thence North 56 degrees 20' 20" West about twenty-three and no/100 (23.00) feet to a stake;

Thence in the same course, forty-two and 17/100 (42.17) feet to said stone bound;

Thence in the same course, one hundred seven and 30/100 (107.30) feet to a stone bound;

Thence North 19 degrees 41' 10" West one hundred twenty-nine and 99/100 (129.99) feet to a stone bound;

Thence North 1 degree 44' 50" East two hundred six and 01/100 (206.01) feet to the point of beginning.

The last three courses are by land now or formerly of said Taylor and Holmes,

The courses herein are based on a survey by Walter E. Rowley Associates using True North. Said premises contain 1.20 acres, more or less.

Together with all rights, privileges and easements of record and are hereby conveyed subject to any building and zoning bylaw requirements which may be in force and applicable.

FOR IDENTIFICATION PURPOSES ONLY, said Parcel One is currently identified as Wareham Assessors Map 92, Lot 1003.

PARCEL TWO

THE LAND IN Wareham, Plymouth County, Massachusetts, in that part known as West Wareham, near the Lincoln Factory Dam, with the buildings thereon, bounded and described as follows:

Beginning at a stake in the line of the Fairhaven Railroad at a corner of the Swift Lot;

Thence running South 65 degrees 30' East 36.5 rods by said Swift Lot to land of the heirs of Joshua B. Tobey;

Thence Southerly by land of the heirs of Joshua B. Tobey to the Weweantic River;

Thence downstream by said river to the land formerly of John W. Benson;

Thence about North 78 degrees West by said land of Benson to said Railroad; and

Thence by said land of said Railroad to the point of beginning.

Together with a right of way from the above described lot next to the Tobey heirs line to the highway over the Swift land.

Also, a perpetual right and easement to pass and repass on foot and with vehicles over the following described portion of the premises conveyed in the deed of Randy Antonelli to Todd m. Hopwood et ux recorded with the Plymouth County Registry of Deeds in Book 4297 at Page 84:

Beginning at a point in the Southerly sideline of Paper Mill Road, which point is about 25 feet distant from the Northeast corner of said Hopwood land and on the Southerly sideline of Paper Mill Road; thence about South 1 degree 7' 10" West to a point in the Southerly sideline of said Hopwood land and in line of land now or formerly of Nildo E. and Joyce N. Grassi; thence in line of said Grassi land about South 61 degrees 35' 40" East to a point at the corner of said Grassi land, said Hopwood land and land formerly of Edwin W. Lodi (which Lodi land is known as the former Tobey Lot); thence in line of said Lodi land North 20 degrees 13' 50" West about 20 feet to a stone bound; thence continuing still by said Lodi land about North 1 degree 7' 10" East to said Paper Mill Road; thence turning and running Northwesterly by said Paper Mill Road about 25 feet to the point of beginning.

Together with all rights, privileges and easements connected therewith and subject to any building and zoning law requirements which may be in force and applicable.

FOR IDENTIFICATION PURPOSES ONLY, said Parcel Two is currently identified as Wareham Assessors Map 92, Lot 1007.

PARCEL THREE

A CERTAIN PARCEL of land in West Wareham, Plymouth County, Massachusetts, containing 17.3 acres and being shown as Lot Number 1009 on a plan entitled "Plan of Land Prepared for the Hammond Family Limited Partnership, Off of Farmers Lane, West Wareham, MA Scale: 1" = 100', Date: April 11, 1996, Charles L. Rowley & Associates, Civil Engineers & Surveyors, West Wareham, MA" recorded with Plymouth County Registry of Deeds, as Plan Number 247 of 1996, however the same may be bounded and described thereon.

Together with all rights, privileges and easements connected therewith and subject to any building and zoning law requirements which may be in force and applicable.

FOR IDENTIFICATION PURPOSES ONLY, said Parcel Three is currently identified as Wareham Assessors Map 92, Lot 1009.

FOR GRANTOR'S TITLE to Parcel One see deed of Neil Hammond McCabe a/k/a Neal H. McCabe date July 19, 2011 and recorded July 29, 2011 in Book 40170 at Page 317 in the Plymouth County Registry of Deeds.

FOR GRANTOR'S TITLE to Parcel Two and Parcel Three see deed of Tremont Cranberry Company, LLC dated July 20, 2011 and recorded July 29, 2011 in Book 40170 at Page 320 in the Registry aforesaid.

Exhibit "B"
Westgate Property

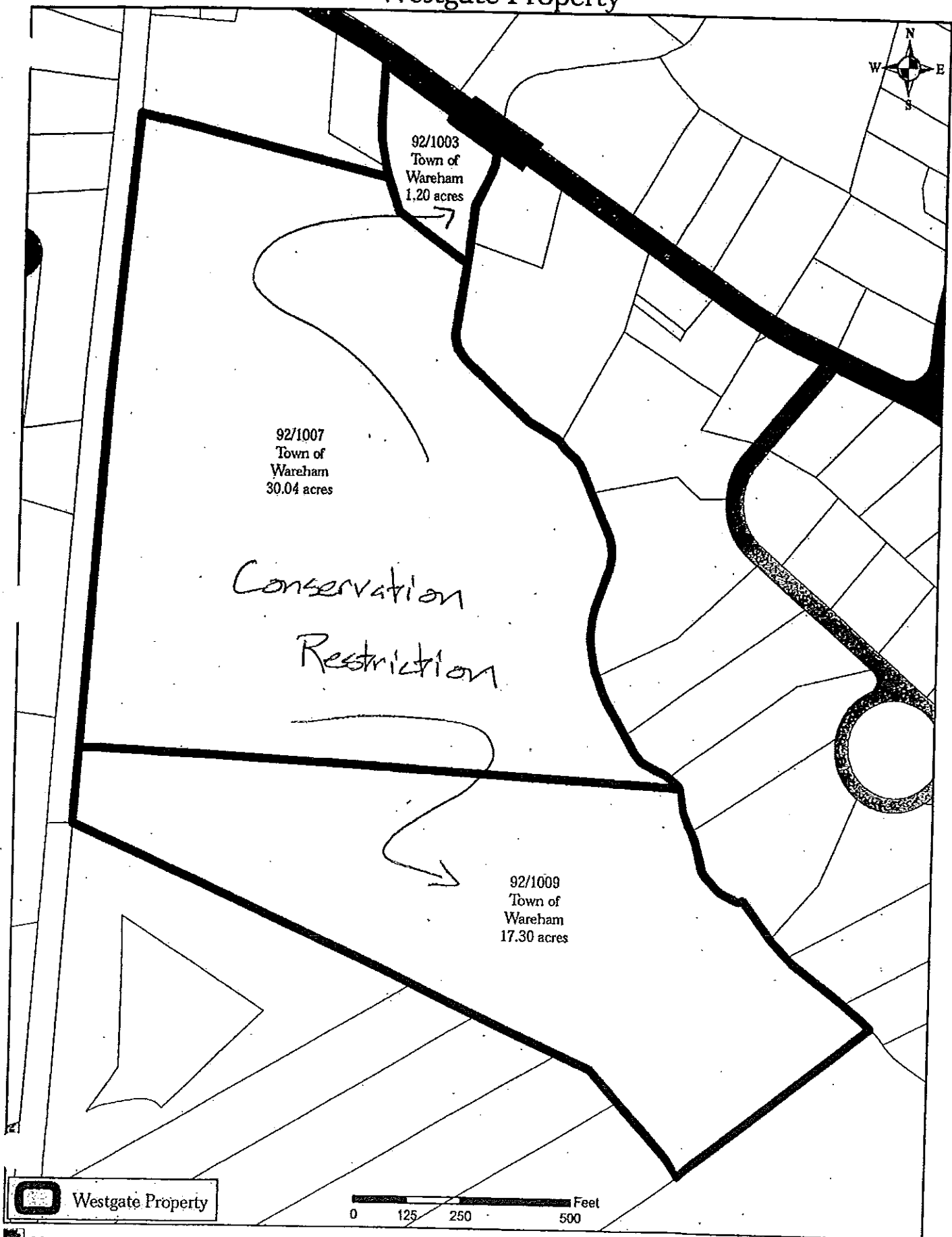


Exhibit "C"



**TOWN OF WAREHAM
54 MARION ROAD
WAREHAM, MASSACHUSETTS 02571**

TOWN CLERK

NOVEMBER 10, 2010

I hereby certify the following to be the vote on **ARTICLE FOURTEEN** of the **FALL ANNUAL TOWN MEETING** convened and voted on October 25, 2010; reconvened on October 26, 2010; reconvened October 27, 2010; reconvened November 1, 2010; reconvened November 3, 2010; reconvened November 8, 2010, and reconvened and dissolved on November 9, 2010:

ARTICLE 14 - TO FUND WEWEANTIC CORRIDOR PROJECT

To see if the Town will vote to appropriate from the Community Preservation Fund Open Space Reserve or any other available monies in the Community Preservation Fund, under the category of Open Space, the sum of \$225,000 for the acquisition by gift, purchase or otherwise of a fee simple interest in land described as Assessors Map 92, Lot 1003, containing 1.2 +/- acres, Assessors Map 92, Lot 1007; 30.04 +/- acres, and Assessors Map 92, Lot 1009, 17.30 +/- acres for a total of 49.5 +/- acres, known as Phase 1 of the Weweantic Corridor Project, and to authorize the Wareham Conservation Commission and/or the Board of Selectmen to acquire said parcels; and, further, to authorize the Wareham Conservation Commission and/or the Board of Selectmen to grant a nonprofit organization a Conservation Restriction in said property, all as recommended by the Community Preservation Committee for meeting the Open Space Goal of the Wareham Community Preservation Plan, or to do or act in any manner relative thereto.

Inserted by the Board of Selectmen at the request of the Community Preservation Committee

MOTION: Nancy Miller

I move favorable action to appropriate from the Community Preservation Fund Open Space Reserve, under the category of Open Space, the sum of \$129,682 and from the Community Preservation Fund unallocated fund balance \$95,318, for the acquisition by gift, purchase or otherwise of a fee simple interest in land described as Assessors Map 92, Lot 1003, containing approximately 1.2 +/- acres, Assessors Map 92, Lot 1007; containing approximately 30.04 +/- acres, and Assessors Map 92, Lot 1009, containing approximately 17.30 +/- acres for a total of approximately 49.5 acres, known also as Phase 1 of the Weweantic Corridor Project, and to authorize the Wareham Conservation Commission and/or the Board of Selectmen to acquire said parcels; and further, to authorize the Wareham Conservation Commission and/or the Board of Selectmen to grant a nonprofit organization a Conservation Restriction in said property, all as recommended by the Community Preservation Committee for meeting our Open Space Goal of the Wareham Community Preservation Plan. Second

VOTE: 2/3 MAJORITY - FAVORABLE - DECLARED BY MODERATOR

A TRUE COPY, ATTEST:


**MARY ANN SILVA
TOWN CLERK**

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