

CPC PROJECT APPLICATION FORM – FY25

Applicant: _____

Submission Date: _____

Applicant's Address, Phone Number and Email

Purpose: (Please select all that apply)

- Open Space
- Community Housing
- Historic Preservation
- Recreation

Town Committee or sponsoring organization (if applicable): _____

Project Name: _____

Project Location/Address: _____

Amount Requested: \$ _____

Project Summary: In the space below, or attached sheets if necessary, provide a detailed summary of the project citing the elements of the Review and Recommendation Criteria found in the Application Guidelines and checklists below (p. 4-8)

Estimated Date for Commencement of Project: _____

Estimated Date for Completion of Project: _____

General Criteria for All Projects – Check off and address each criterion as it applies:

- Is the project consistent with the goals of the Town of Fairhaven *Community Preservation Plan*?

- Does the project have other sources of funding? If so, indicate percentage.

- Does the project leverage additional or multiple sources of public and/or private funding?

- Does the project preserve a threatened resource?

- Is the project consistent with existing Planning Documents such as the Master Plan and Open Space Plan?

- Does the project comply with the zoning regulations?

- Does the project have a means of support for maintenance and upkeep?

- Does the project involve currently owned municipal assets?

- Does the project serve underserved populations or address more than one focus area of the CPA?

- Does the project reclaim abandoned or previously developed lands?

- Does the project require a Special Permit, NOI, Building Permit or other permitting? Please list all local and State permits you are aware of that the project will need.

- Does the project have community support? Does the project provide a positive impact to the community?

- Does the project have sufficient supporting documentation?

- Has the applicant/ team demonstrated the ability and competency to implement the project as proposed?

- Does the applicant have site control, or the written consent by the property owner to submit an application?

Historic Preservation Selection Criteria - Check off and address each criterion as it applies:

- Is the building on the National or State Register of Historic Places?
- Is the property eligible for listing on the National or State Register of Historic Places?
- Has the property been included in the local Survey of Historic Properties (MACRIS)?
- Is the property in danger of being demolished?
- Are there potential archeological artifacts at the site?
- Did the property ever play a documented role in the history or is it noted in published histories of the Town?
- Are there any particularly important historic aspects about the property?
- Are there other potential uses for the property, which could benefit the Town?
- Could the building be converted for affordable housing use while still retaining its historic character?
- Is the owner interested in preserving the historic integrity of the property?
- Does the proposal conform to the Secretary of the Interior's Standards for the Treatment of Historic Properties? Has previous work on the building conformed to the Standards?
- Was the structure built before 1921? Has it otherwise been identified as being historic or have cultural value?

Recreation Criteria - Check off and address each criterion as it applies:

- Will more than one age group use the project?
- Can the project be used by more than one activity (multi-use)?
- How many participants will normally use the project at once?
- Is this project the first of its kind in the Town or County?

Are grants available to help pay for construction? If so, have applications been made for the grants?

- Does the project include considerations for additional parking?
- Can the project be used during more than 1 of the 4 seasons per year?
- Does the project match the character of the surrounding area?
- Does the project include all normal safety considerations?
- Does the project meet all building and safety codes?
- Is the project accessible by pedestrians, bicycles, transit?

Open Space Criteria for Parcel Selection - Check off and address each criterion as it applies:

- Is the project within the Nasketucket Watershed Area?

- Is the project with 100 feet of wetlands? Is the project with 200 feet of a river?

- Is stream and bank protection an issue? Is vernal pool protection a consideration?

- Would this proposal enhance protection of any FEMA designated floodway?

- Does the project include any Area of Critical Environmental Concern?

- Would this proposal contribute to the preservation and/or creation of forested land?

- Will this proposal protect other parcels? Will this proposal impact other parcels?

- Does this parcel abut protected land? Does this parcel support a significant wildlife habitat?

- Is this parcel at risk for development? Did this parcel have a past proposal for development? Is it for sale?

- Are grants available? If so, have applications been made?

- Does the property or structures have historic significance?

- Are there any stonewalls, old foundations, roads, trails, cart paths or scenic vistas?

- Are there any active or passive recreation possibilities associated with this parcel?

- Is this parcel suitable for a community garden or farm?

- Is this parcel suitable for nature observation and educational programs?

Affordable Housing Selection Criteria - Check off and address each criterion as it applies:

- Will this involve the renovation of an existing building?
 - Is the existing building structurally sound?
 - Is the building free of lead paint? Is it free of asbestos, pollutants, and other hazards?
 - Is this a conversion of market rate to affordable housing?
 - Is there Town sewerage? If not, is the septic system in compliance with Title 5?
 - Does the proposed building or renovation comply with building, sanitary and accessibility codes?
 - Is this a tax title property?

- Does this project involve the building of a new structure? If so,
 - Will the structure be built on tax title property, on Town owned land or donated land?
 - Will the building be free of environmental hazards?
 - Are there programs such as Habitat for Humanity involved?
 - Will the project be built on a previously developed site?

- Does the project provide housing that is similar in design and scale with the surrounding community?

- Does this serve the 60% income level population? Does this serve the 80% income level population?

- Is long-term affordability assured? Will this be geared to one age group?

- Will there be more than two bedrooms? Will there be multiple units?

- Will it be located near services such as grocery, mass transit, etc.?

- Will priority be given to local residents or employees of local businesses?

- Will the project incorporate solar power or renewable energy?

Carvalho Woods Conservation Project

The Property

The 5.75 acre property has been part of a family farm for more than a century. The current generation sold much of the farm for conservation in 2017 (resulting in BBC's Carvalho Farm Conservation Area) which now continues to be farmed by another operator and also contains publicly accessible trails that lead to Nasketucket Bay. At the time, the family retained this portion of their property to potentially build on it, but has now agreed to sell for conservation. This family farm is a component, along with two adjacent farm properties (including the Shaw Farm), of a significant agricultural landscape along Nasketucket Bay at the edge of the urban sprawl of New Bedford and the Route 6 commercial strip. The property lies along the north shore of Nasketucket Bay. The subject property is entirely wooded with a coastal forest that provides buffer to an important coastal stream tributary of Nasketucket Bay. It is adjacent to, and across the street from, active agricultural fields and abuts the popular Phoenix Bike Trail that extends east to Mattapoisett. BBC will acquire, own and manage the property as publicly accessible conservation land and intends to create a walking trail extending north to south connecting the multi-use recreation trail with the existing Carvalho Farm Conservation Area trail that leads to the Bay. If recommended to, and approved by, Town Meeting, the CPA funding would be directed to the Town for the Conservation Commission to use to purchase a conservation restriction on the property that permanently protects the conservation values while allowing passive recreation and a small trail head parking area that will serve the trails on both sides of Shaw Road.

Natural Characteristics and Ecological Values

This land in its natural state offers valuable ecological services to the coastal watershed. The undisturbed riparian forest, wetland and coastal stream provides important wildlife habitat and plays an important role in intercepting and assimilating pollution, including nutrient pollution that is currently overloading most embayments around Buzzards Bay. Protection of this land will also prevent new pollution sources in this sensitive area from wastewater, lawn/landscape fertilizer use and stormwater. Strategic land protection of areas like this property is an important tool for limiting further nutrient pollution to coastal waters; one of the most pressing environmental problems facing communities in Southeastern Massachusetts.

The location of this property in a large landscape of protected lands along Nasketucket Bay, including the protected Carvalho Farm, DeNormandie Farm, Nasketucket Bay State Reservation, South Shores Wildlife Management Area and Mass Audubon's Ward Rock Wildlife Sanctuary, make it an a small but important component of the large contiguous protected area. This property immediately connects to over 250 acres of existing conservation land. While this property is not designated by NHESP/TNC BioMap, the majority of the larger contiguous area of conservation land is. Importantly, the proposed project connects the larger contiguous conservation land complex to the regional Phoenix Bike Trail and would create important bikeable and walkable access to the diverse populations in the communities between New Bedford, Fairhaven and Mattapoisett to this large waterfront conservation area.

The most compelling natural resource benefit of protecting this property is the fact that it abuts and connects such a large area of already protected land around Nasketucket Bay and that, along with the adjacent (to the east) Lopes Farm, is one of the most important unprotected properties remaining in this larger effort. Protection of this property would complete an important (relative to this coastal location at the urban/rural interface) contiguous protected area on the Nasketucket Bay ecosystem, enhancing natural resilience to disturbance and change on this coastal stream corridor; including those associated with climate. Habitat fragmentation is a major threat to wildlife, bird and plant species, as well as to water resources and water quality which rely on ecosystem services provided by functioning, intact natural habitats. Protection of continuous undisturbed tracts like this is imperative to sustaining the valuable natural resources that our communities rely on in the long term.

Recreation Opportunities

One of the primary purposes of this project is to allow for the creation of a connecting trail between the Bike Trail and an existing complex of conservation land with trails that lead to the coastal waterfront of Buzzards Bay. This property has excellent potential to support interesting recreational trails through, and adjacent, to a variety of coastal forest habitats, running alongside and crossing a scenic coastal stream. The property could support hiking, running, birdwatching, fishing and other passive recreational activities. Connecting to the bike path will allow people from diverse communities to access the property and the adjacent existing conservation land along the coast by climate- and community-friendly methods other than driving a car (bike, walk, etc.). The connection to the bike path also creates a connection to the popular nearby Shaw Farm Trail, just to the east, that connects the bike path with Nasketucket Bay State Reservation. This connection will be a valuable addition to the regional and state public recreation infrastructure.

Community Preservation Benefits

This project fits very well within the Town of Fairhaven's current resource planning and management efforts. The Town's Open Space and Recreation Plan specifically calls to "acquire or preserve the farms of East Fairhaven" as an action item. The project address a number of other objectives of this plan including "protect marine resource areas including Shaws Cove", "develop recreational areas in East Fairhaven", "protect critically located parcels of land for trails, public access and habitat and to prevent development in inappropriate (e.g. coastal) areas in Fairhaven", "provide bicycle connections for the existing bike path", "prepare interpretive signage highlighting conservation areas", "develop multi-purpose trails and paths" and "partnering with other groups, organizations and agencies such as Buzzards Bay Coalition". These stated goals are echoed in the Town's most recent Master Plan emphasizing their importance to Fairhaven. That this project supports all of those goals speaks to the application's fit for support from the CPC. The project's fit is further bolstered in light of the Town's FY2024 Community Preservation Plan (CPP).

The Town's CPP includes many of the same open space preservation and recreation goals that the Town seeks to support through the use of monies awarded by the CPC. These goals are

supported by the Carvalho Woods Conservation Project as highlighted below (references to CPP goals are in **bold**).

- First and foremost, by holding a CR over the property, the Town helps preserve **critically located parcels of land for trails, public access and habitat and to prevent development in inappropriate (e.g. coastal) areas in Fairhaven.**
- The project would protect land that **represent[s] important cultural landscapes associated with the history and character of the town.**
- It continues the **partner[ing] with the Buzzards Bay Coalition to protect land in Fairhaven.**
- It helps **develop bicycle enhancements and connections from the Existing Phoenix Bike Trail to other parts of town.**

The project is thus clearly supportive of the goals of the CPP. Further, the project provides positive **fiscal impact** in that it will leverage other funding, thereby minimizing the **financial impact on taxpayers** and resulting in an **uncomplicated** acquisition.

Summary

Development of this property would have a high impact on a variety of ecological, recreation and other conservation values both on the land itself, the adjacent recreational path and the coastal water. It would also disturb conservation values associated with the larger complex of connected existing protected lands and would interfere with recreational opportunities for people from the surrounding communities and beyond. An investment of Community Preservation Act funds will enable these properties to be permanently protected preserving the variety of values associated with this land for the people of Fairhaven.

Protection of this land is an opportunity to help meet a number of open space and recreation goals that the Town has set for itself. Fairhaven has benefited from the long term conservation efforts of the Town and its partners, such as BBC, and this project adds to the growing block of protected open space in the area. It also adds to the lands that are publicly accessible and, in fact, connects the Bike Trail to existing protected open space immediately south running to Nasketucket Bay. BBC will develop a trail that runs through the forest along the stream and connects with the Carvalho Farm Conservation Area. BBC's land stewardship staff will regularly monitor the property for issues with inappropriate use and address them as needed.

The Town has shown by past performance that it understands the importance of protecting such coastal land and the relative economic sense of leveraging Community Preservation Act funds to provide such protection along with public access. There are no known issues that would prevent a smooth and timely completion of the purchase and recording of the CR. BBC looks forward to working with the CPC to take advantage of this opportunity in advancing the protection of this land and its natural resources and making this conservation land open and available to the community.

Project Scope/Cost Estimate/Feasibility

Pending a positive recommendation of the project by the CPC and approval by Town Meeting next Spring, the purchase of the conservation restriction would occur shortly thereafter.

The cost estimate is as follows:

Project Expenses

Acquisition Cost	\$170,000.00
Project/Due Diligence Costs	\$ 15,000.00
Trail and Bridge Construction	<u>\$ 15,000.00</u>
<i>Total Project Expenses</i>	<i>\$200,000.00</i>

Project Funding

CPA Funding Request	\$110,000.00
State Conservation Partnership Grant (Pending)	<u>\$ 90,000.00</u>
<i>Total Project Funding</i>	<i>\$200,000.00</i>

Attachments

- 1) Project Maps
- 2) Copy of Purchase Agreement
- 3) Appraisal Excerpts (Full Appraisal Submitted Separately)

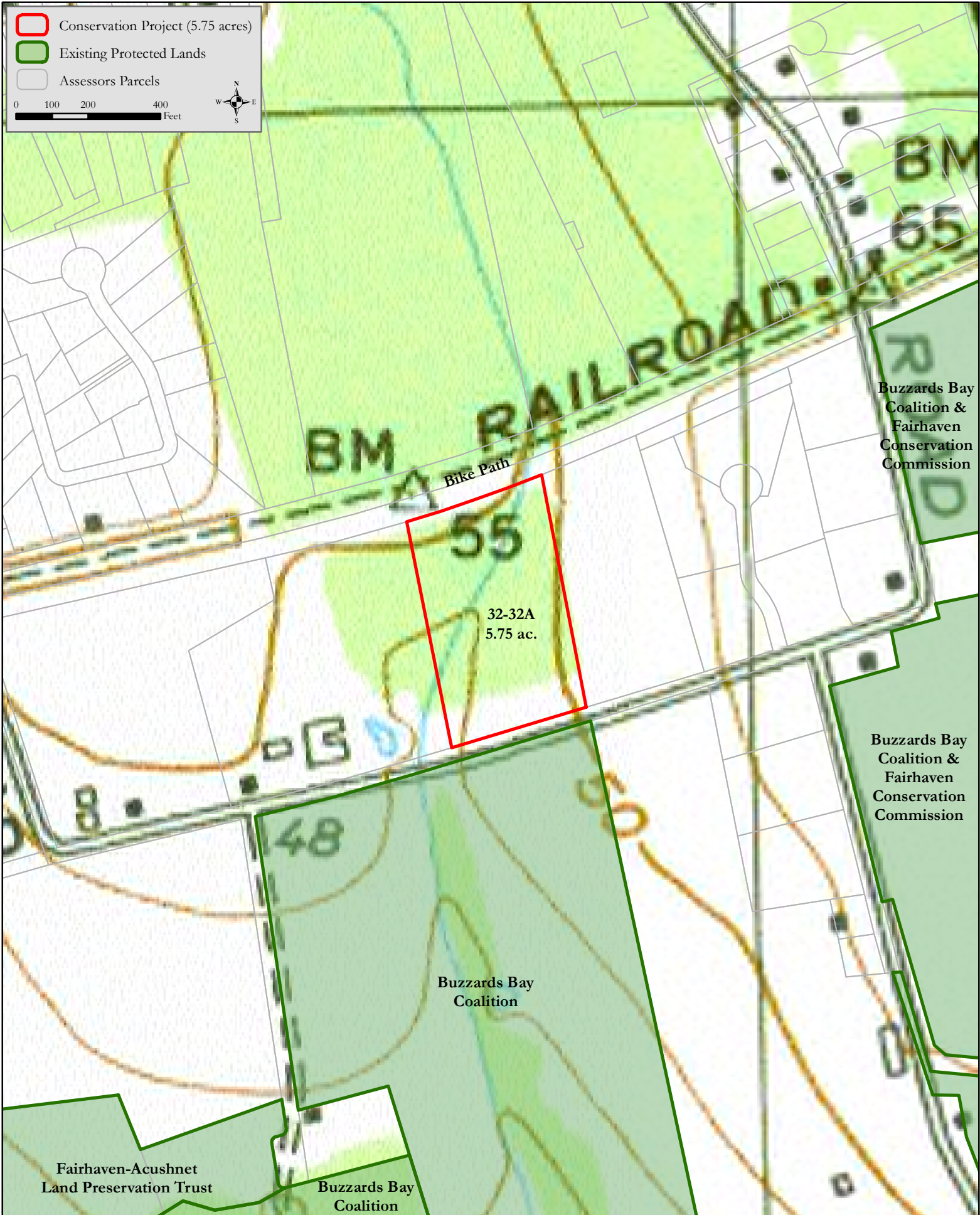
Carvalho Woods, Fairhaven - Aerial Map



Carvalho Woods, Fairhaven - Open Space Context Map

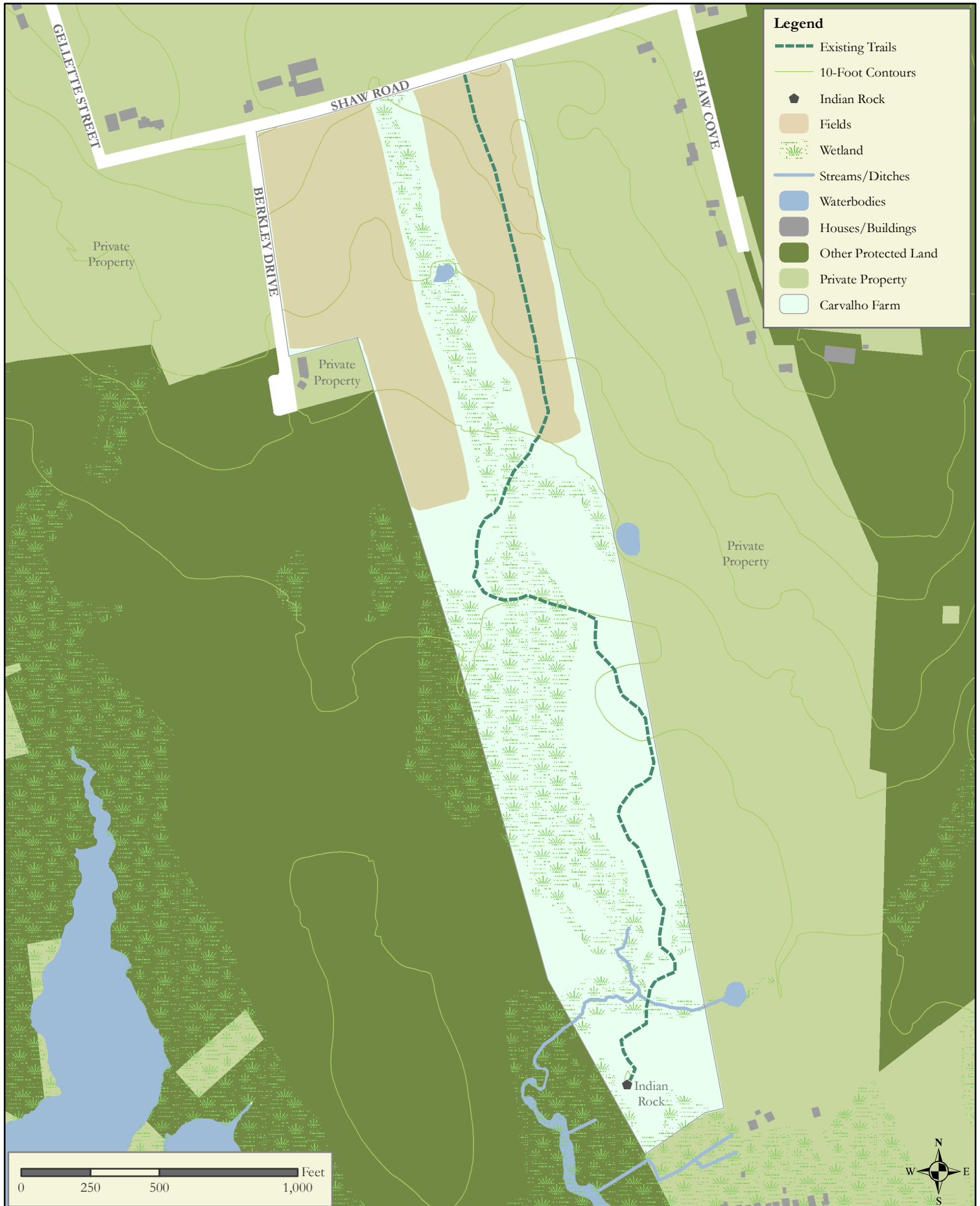


Carvalho Woods, Fairhaven - USGS Topographic Map



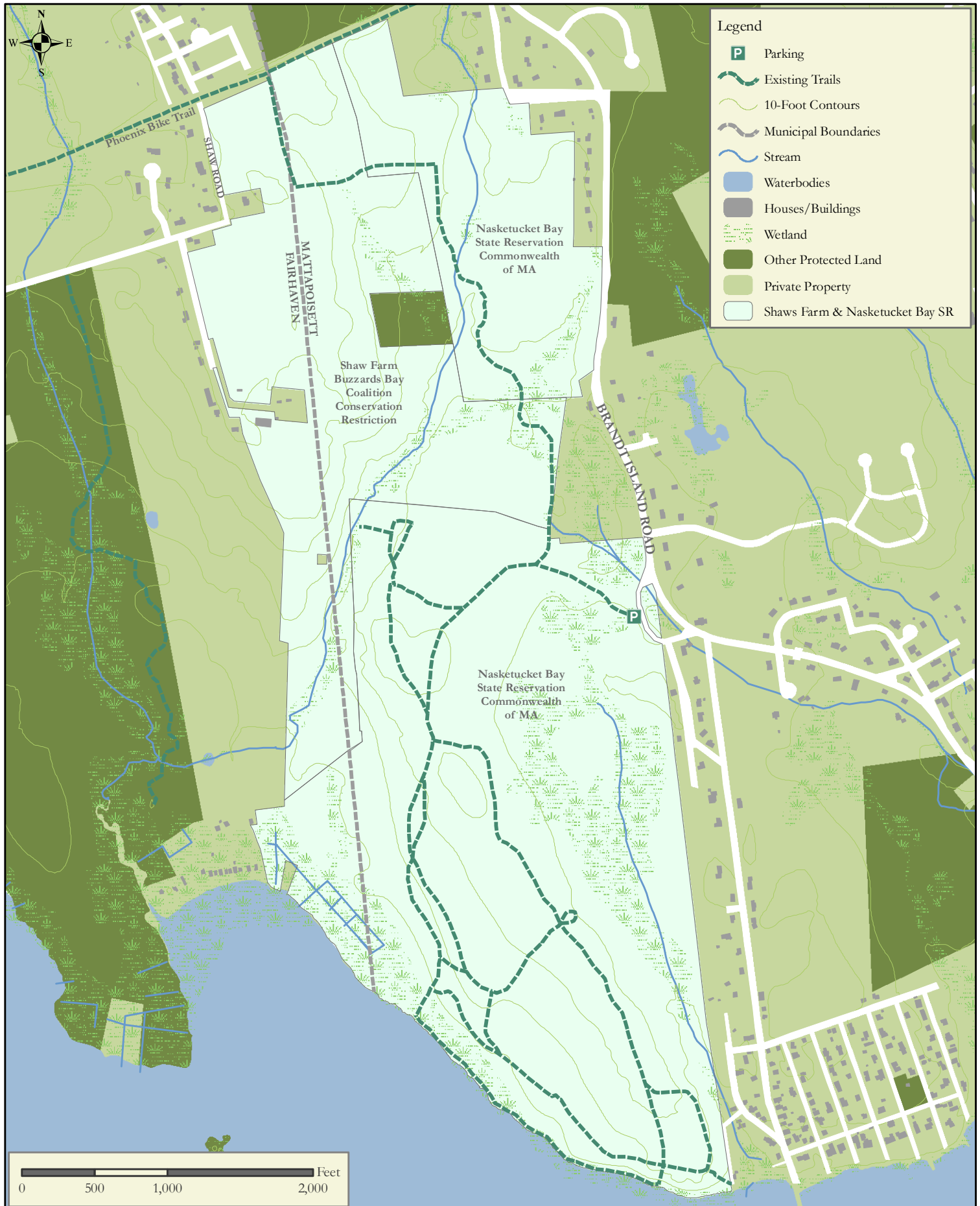
Carvalho Farm

Over 61 acres of publicly accessible conservation land owned by the Buzzards Bay Coalition



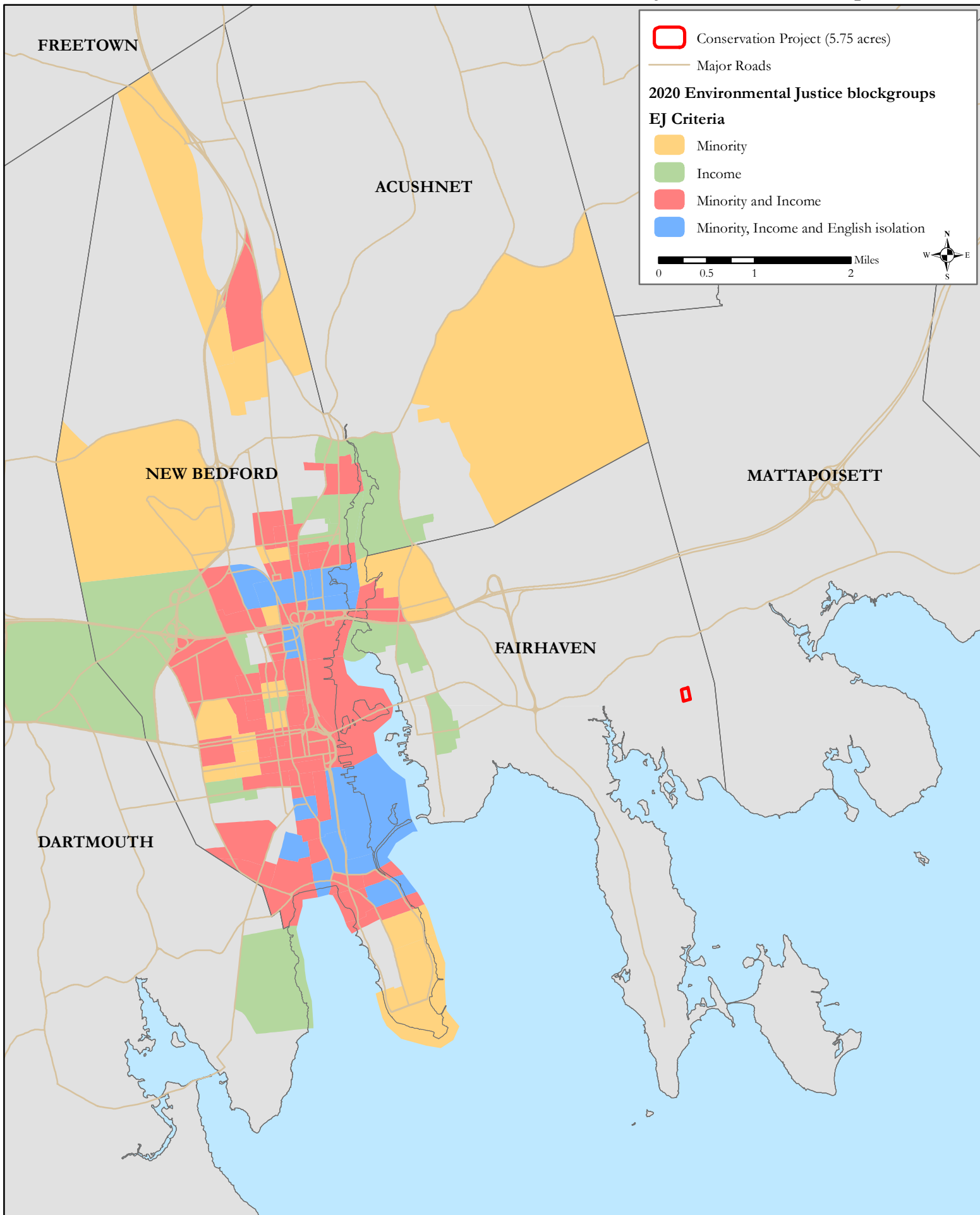
Shaw Farm Trail and Nasketucket Bay State Reservation

Publicly accessible property owned by the Commonwealth of MA and a Conservation Restriction held by the Buzzards Bay Coalition



This map was prepared by the Buzzards Bay National Estuary Program at the request of the Buzzards Bay Coalition. Data Sources: MassGIS, Buzzards Bay Coalition and Buzzards Bay NEP. Boundary lines and trail locations are approximate. February 18, 2020.

Carvalho Woods, Fairhaven - 2020 Environmental Justice Block Groups



Purchase and Sale Agreement

Between

Thomas & Lisa Carvalho

&

Buzzards Bay Coalition, Inc.

This 24th day of January 2023.

1. Parties and Mailing Addresses

Thomas and Lisa Carvalho (“SELLER”)
148 Shaw Rd
Fairhaven, MA 02719

agrees to SELL, and

Buzzards Bay Coalition, Inc. a Massachusetts nonprofit corporation (“BUYER”)
114 Front Street
New Bedford, MA 02740, or its assigns

agrees to BUY, upon the terms hereinafter set forth (“Agreement”), the fee simple interest, Trail Easement, and a Right of First Refusal on the property as described below.

2. Description

Those certain parcels of land in the Town of Fairhaven comprising approximately 10 acres, more or less, having a street address of 148 Shaw Road (collectively “Premises”) and shown as:

Parcel 1: 5.75 acres owned by Thomas Carvalho and being Fairhaven Assessors Map 32, Lot 32A, and

Parcel 2: the wooden portion of Fairhaven Assessors Map 32, Lot 32, comprising approximately 4.2 acres owned jointly by Thomas and Lisa Carvalho.

Both parcels generally depicted on that certain map identified as Exhibit A and attached hereto and incorporated herein by reference.

3. Title Deed, Trail Easement & Right of First Refusal

Parcel 1:

Parcel 1 shall be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) calendar days before the deed is to be delivered as herein provided, and

said deed shall convey a good and clear record and marketable and insurable title thereto, free from encumbrances (specifically including any open Order(s) of Conditions identified during the due diligence period as herein provided and detailed below in Paragraph 27) issued by the Town of Fairhaven Conservation Commission affecting the Premises), except:

- a. provisions of existing building and zoning laws;
- b. such taxes for the then current fiscal year as are not due and payable on the date of the delivery of the deed;
- c. any liens for municipal betterments assessed after the date of this Agreement;
- d. easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the proposed uses of said Premises and are otherwise acceptable to BUYER's counsel.

Parcel 2:

Interests to be acquired in Parcel 2 are:

- a. a Right of First Refusal (ROFR) granting BUYER the right to match all bona fide offers to purchase the wooded portion of Parcel 2 as outlined in Exhibit A at any time in the future. An example of said ROFR to be executed between the parties is attached to this agreement.
- b. A Trail Easement allowing for public access on foot or bicycle along a 10' wide corridor contained within the presently forested portion of the Parcel and no located no closer than 25' from the present treeline.

4. Plans

If a plan or survey is necessary to be recorded therewith to adequately describe the Premises, the BUYER shall pay for said plan or survey and deliver it in form adequate for recording or registration.

5. Registered Title

In addition to the foregoing, if the title to said Premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said Premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

6. Purchase Price

The agreed upon purchase price for said Premises is One Hundred Seventy and No/100ths Dollars (\$170,000.00) ("Purchase Price") of which:

- a. a deposit of Fifteen Thousand and No/100ths Dollars (\$15,000.00) is to be paid by the BUYER upon signing of this Purchase & Sales Agreement; and

- b. the balance of the Purchase Price is to be paid in full by certified, cashier's, treasurer's or bank check or wired funds at the time of delivery of the deed.

Said purchase is subject to BUYER securing an independent appraisal certifying that the Premises is worth no less than the Purchase Price.

7. Time For Performance; Delivery of Deed and Conservation Restriction

Such deed is to be delivered on or before 2:00 PM on October 31, 2023 ("Closing Date"), at the offices of BUYER's counsel, unless otherwise agreed upon in writing by the parties. It is agreed that time is of the essence for this Agreement. The parties hereto agree that the time of performance may be accelerated to an earlier date such as mutually acceptable to the BUYER and SELLER.

8. Possession and Condition of Premises

Full possession of said Premises free of all tenants and occupants is to be delivered at the time of delivery of the deed, said Premises to be then:

- a. in the same condition as it now is, reasonable use and wear thereof excepted;
- c. not in violation of said building and zoning laws; and
- d. in compliance with provisions of any instruments referred to in Paragraph 3 above.

The BUYER shall be entitled personally to inspect said Premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this Paragraph.

9. Extension to Perfect Title or Make Premise Conform

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, SELLER shall use reasonable efforts to remove any defects in title, to deliver possession as provided herein, or to make the said Premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the Closing Date, and thereupon the time for performance hereof shall be extended for a period of thirty (30) calendar days. SELLER shall not be obligated to expend more than Ten Thousand and No/100ths Dollars (\$10,000.00) in using reasonable efforts hereunder exclusive of voluntary liens and/or monetary encumbrances of record.

10. Failure to Perfect Title or Make Premises Conform

If, at the expiration of the extended time, the SELLER shall have failed to remove any defects in title, deliver possession, or to make the Premises conform, as the case may be, all as herein agreed, or if at any time during the period of this Agreement or any extension thereof, the holder of a mortgage on said Premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under

this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

11. Buyer's Election to Accept Title

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said Premises in their then condition and to pay, therefore, the Purchase Price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said Premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the Premises to their former condition, either:

- a. pay over or assign the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration; or
- b. if a holder of a mortgage on said Premises shall not permit the insurance proceeds or a part thereof to be used to restore the said Premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the Purchase Price, on delivery of the deed, equal to said amounts so recovered and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

12. Acceptance of Deed

The acceptance of a deed by the BUYER or its nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the Closing Date.

13. Use of Money to Clear Title

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed, except instruments, such as discharges from institutional lenders, which are customarily recorded after the closing.

15. Adjustment of Real Estate Taxes

Taxes for the then current fiscal year shall be apportioned and shall be adjusted, as of the day of performance of this agreement, and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed.

16. Broker's Fee

None

17. Broker(s) Warranty

N/A

18. Deposits

All deposits made hereunder shall be held in escrow by SELLER's attorney, as escrow agent subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement. In the event of any disagreement between the parties, the escrow agent shall retain all deposits made under this Agreement pending instructions mutually given in writing by the SELLER and the BUYER. Said escrow deposit shall be held in an FDIC insured non-interest bearing account.

19. Buyer's Default Damages

If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages which shall be the SELLER'S sole and exclusive remedy at law or in equity for any breach by BUYER hereunder.

20. Release By Spouse

If applicable, the SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said Premises.

21. Liability of Trustee, Shareholder, Beneficiary

If the SELLER or BUYER execute this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

22. Warranties and Representations

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has BUYER relied upon any warranties or representations not set forth or incorporated in this Agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s):

NONE MADE OR RELIED UPON.

23. MGL Chapter 61/61A/61B Liens

SELLER certifies that the Premise maintain enrolled status under Massachusetts General Laws ("MGL") Chapter 61, 61A or 61B. The parties acknowledge that the Premises is

subject to liens under Chapter 61, 61A or 61B and is being sold subject to BUYER maintaining those liens at closing. If the BUYER elects to change this status in the future, the BUYER, as owner, will have full responsibility for associated obligations, including any conveyance and/or roll back real property taxes assessed by the Town of Fairhaven under MGL Chapter 61, 61A or 61B. BUYER agrees to submit to the Town of Fairhaven correspondence, including Affidavits if required, to certify that BUYER will continue the existing agricultural and horticultural uses of the property which are subject to Chapter 61, 61A, or 61B. If any of the contingencies in this paragraph are not met, the SELLER shall return the BUYER's deposits and this Agreement shall be null and void.

26. Due Diligence Period

BUYER shall have sixty (60) calendar days from the date of this Agreement (“Due Diligence Period”) to:

- a. obtain an acceptable appraisal certifying that the Fair Market Value of the Premises is at or higher than the Purchase price,
- b. obtain an acceptable environmental site assessment of the Premises; and

All costs and expenses associated with BUYER performing its due diligence shall be the sole cost and responsibility of the BUYER with no monetary contributions from SELLER.

The SELLER agrees to allow BUYER, or BUYER’S agents, access to the Premises, and all buildings, structures and improvements thereon, for related due diligence analysis, observation and testing purposes. Acceptability of all due diligence activities, including assessments, reports, test results and documents, lies with the BUYER and is in its sole opinion and absolute discretion. The parties agree that any time BUYER or BUYER’S agents or hired third-parties enter any of the Premises, it shall be at the sole risk of BUYER and BUYER shall indemnify and hold harmless SELLER against any and all claims by any person arising out of any such access, entrance and/or inspection.

In the event any of the due diligence activities are unacceptable to the BUYER, BUYER has the right to terminate this Agreement by providing written notice to the SELLER prior to the end of the Due Diligence Period. Time is of the essence. Should SELLER not receive said written notice and termination as detailed above, BUYER is deemed to have waived the provisions of this Paragraph.

27. Existing Due Diligence

SELLER shall provide copies of all appraisal, title, environmental or survey work completed on the Premises (if any), upon full execution of this Agreement, as time is of the essence.

28. Construction of Agreement

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER, their obligations hereunder shall be joint and several. The captions are used only as a matter of convenience and are not to be considered a part of this agreement nor are they to be used in determining the intent of the parties to it.

29. Practice Standards

Any matter or practice arising under or related to this Agreement which is the subject of a practice standard of Real Estate Bar Association of Massachusetts, or its successor organization, shall be governed by such standard to the extent applicable.

30. Internal Revenue Service Documents

Simultaneously with the delivery of the deed for the fee interest in the land, SELLER shall execute and/or deliver:

- a. An affidavit satisfying the requirements of § 1445 of the Internal Revenue Code and regulations issued there under which states, under penalty of perjury the SELLER's United States taxpayer identification number, that the SELLER is not a foreign person, and the SELLER'S address (the "1445 Affidavit"); and
- b. Internal Revenue Service Form W-8 or Form W-9, as applicable, with the SELLER's United States tax identification number and an affidavit furnishing the information required for the filing of Form 1099S with the Internal Revenue Service and stating SELLER is not subject to backup withholding.

31. Superseding Agreement

This Agreement supersedes all prior agreements between the parties, either oral or written, including all Offers to Purchase, which are hereby deemed null and void.

32. Notice

Any notice to be given hereunder shall be in writing and signed by the parties or the parties attorneys and shall be deemed to have been given (a) when delivered in hand; or (b) when mailed by certified mail, postage prepaid; or (c) when sent by facsimile addressed:

In the case of the BUYER to: Brendan Annett
Buzzards Bay Coalition
114 Front Street
New Bedford, MA 02740
O) (508) 999-6363 x 204
annett@savebuzzardsbay.org

In the case of the SELLER to: Thomas Carvalho
148 Shaw Rd
Fairhaven MA 02719
Tel. No. 508-266-1415
Email: mechanician@outlook.com

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

BUYER
Buzzards Bay Coalition, Inc.

Mark Rasmussen 1/24/2023
Mark Rasmussen date
President, and not individually

SELLER

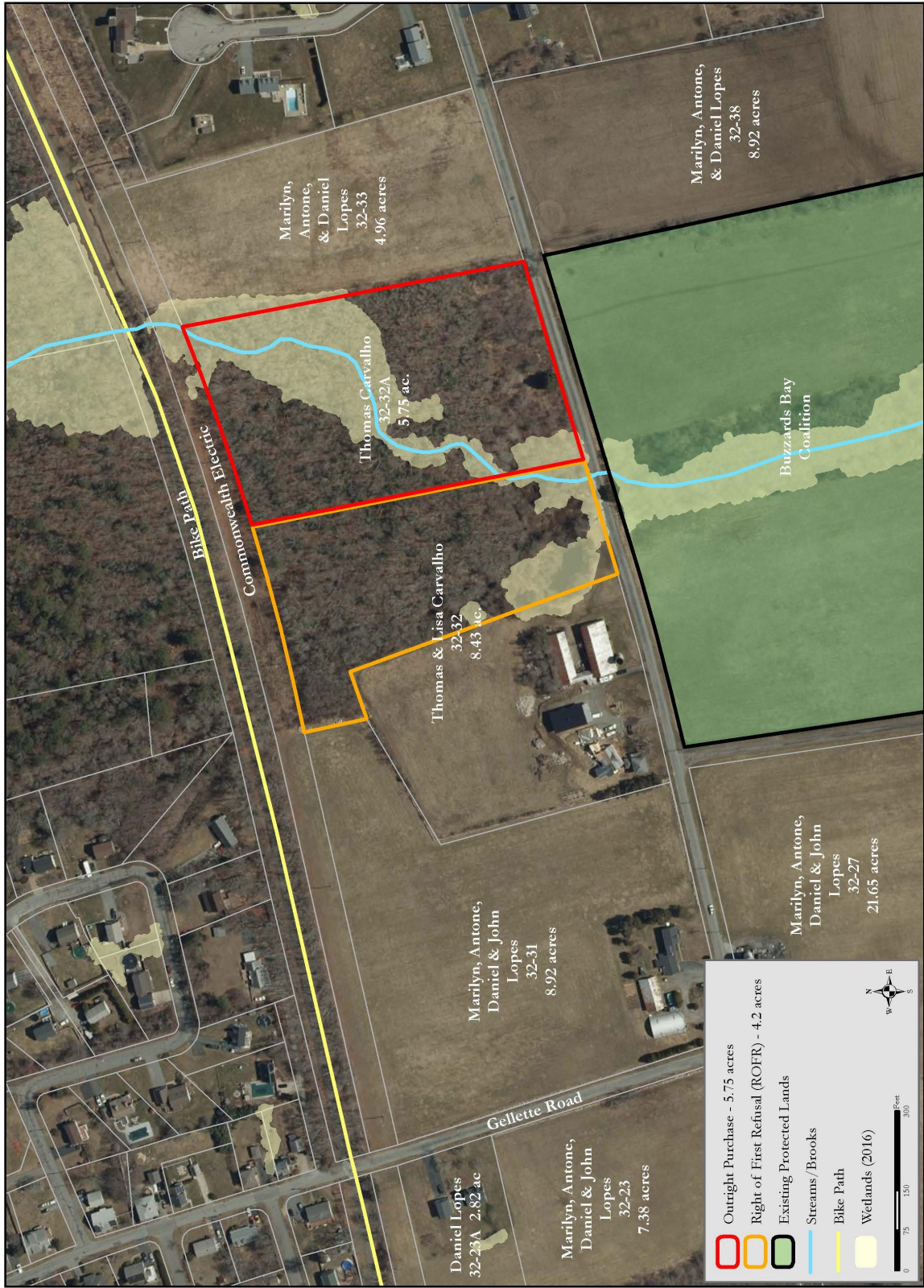
Thomas Carvalho
Thomas Carvalho date

1/24/2023

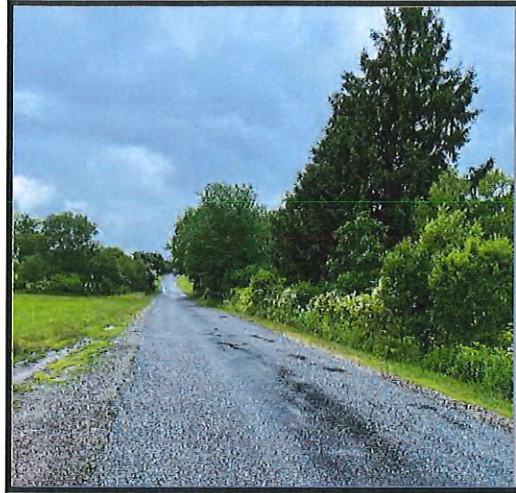
Lisa Carvalho 1/24/2023
Lisa Carvalho date

Exhibit A

Carvalho Farm, North Lots



NARRATIVE APPRAISAL REPORT & VALUATION ANALYSIS



PROPERTY

Fee Simple and Conservation Restriction Rights on 5.75± Acres of Woodlands
Located at 144 Shaw Road, Town of Fairhaven, Bristol County, Massachusetts

OWNER

Thomas A. Carvalho

DATE OF VALUATION

June 17, 2023 (Date of Inspection)

DATE OF REPORT

July 14, 2023

PREPARED FOR

Brendan Annett
Buzzards Bay Coalition, Inc.
114 Front Street
New Bedford, MA 02740

PREPARED BY

Alexander D. Olney
LandVest, Inc. - Real Estate Consulting Group
Appraiser: MA Cert. Gen. No. 103280
888 Boylston Street, Suite 520
Boston, MA 02199

July 14, 2023

Brendan Annett
Vice President, Watershed Protection
Buzzards Bay Coalition, Inc.
114 Front Street
New Bedford, MA 02740

RE: Fee Simple and Conservation Restriction Rights in 5.75± Acres of Vacant Woodlands
144 Shaw Road, Town of Fairhaven, Bristol County, Massachusetts, Massachusetts

Dear Mr. Annett:

At your request, I have prepared the accompanying appraisal of the above referenced property (hereinafter the "subject property"). I have valued the fee simple and conservation interests in tax parcel 32-32A (5.75± acres) *before* and *after* the granting of a hypothetical Conservation Restriction on 5.75± acres. I have also valued a contemplated trail easement on a portion of the adjacent property, 148 Shaw Road (Parcel 32-32).

It is my understanding that the report will be used to assist the Buzzards Bay Coalition (BBC), the Commonwealth of Massachusetts Executive Office of Energy and Environmental Affairs (EEA), and the Town of Fairhaven in establishing fair market values for the fee and conservation restriction interests in anticipation of an acquisition by the BBC. The proposed CR will be held by the Town of Fairhaven Conservation Commission.

The intended users of the report will be BBC, officials from the Town of Fairhaven, and the Commonwealth of Massachusetts Executive Office of Energy and Environmental Affairs. There are no other intended users. Alexander D. Olney inspected the subject property on June 17, 2023, which serves as the effective valuation date.

As agreed, the appraisers have prepared an Appraisal Report in compliance with the Specifications for Analytical Narrative Appraisal Reports (February 13, 2015) of the Massachusetts Executive Office of Energy and Environmental Affairs (EEA), the Uniform Standards of Professional Appraisal Practice (2020-2023 USPAP) of the Appraisal Foundation and the Code of Professional Ethics (CPE) and Standards of Professional Practice (SPP) of the Appraisal Institute.

The real property rights appraised represent ownership of the fee simple interest, unencumbered by easements, encroachments, or other conditions that affect the property's utility or market value – either positively or adversely, other than those noted in the attached report.

July 14, 2023

Brendan Annett

Buzzards Bay Coalition, Inc.

Hypothetical Condition: As with any before-and-after appraisal, this appraisal is subject to a hypothetical condition, defined in USPAP as *that which is contrary to what exists but is supposed for the purpose of analysis*.

The subject property cannot have been encumbered and unencumbered by the proposed CR at the same instant. For appraisal purposes, I initially appraised the subject property as though *unencumbered*. As of the effective date, the property was not legally encumbered by the CR, but the property is appraised as though (hypothetically) *encumbered* in order to quantify the market value of the development rights to be relinquished via the prospective CR.

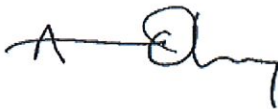
In accordance with the land planning and market analysis performed, as documented in the accompanying report, the net property value diminution resulting from the proposed CR on 5.75± acres, as of June 17, 2023, is calculated as follows.

Market Value Conclusions

5.75± Acres: 144 Shaw Road, Fairhaven, MA	Market Value
Before CR Market Value	\$220,000
After CR Market Value	\$20,000
Value of the CR	\$200,000

Additional documentation in support of the above-outlined market value opinions is included in the attached Appraisal Report, respectfully submitted for your review.

Respectfully submitted,



Alexander D. Olney
LandVest, Inc. - Real Estate Consulting Group
Massachusetts Certified General Appraiser No. 103280

CERTIFICATION

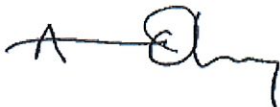
Owners: Thomas A. Carvalho
Address/Location of Property: 144 Shaw Road
Fairhaven, Bristol County, Massachusetts

I certify that, to the best of my knowledge and belief,...

- Alexander D. Olney inspected the subject property on June 17, 2023, which serves as the effective valuation date.
- the statements of fact contained in this report are true and correct.
- the reported analyses, opinions, and conclusions are limited only by the reported assumptions, limiting conditions and legal instructions and are our personal unbiased professional analysis, opinions, and conclusions.
- the appraisers have no present or prospective interest in the property appraised and no personal interest or bias with respect to the parties involved.
- I have not performed services as an appraiser, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- the engagement in this assignment is not contingent upon developing or reporting predetermined results.
- the compensation received by the appraiser for the appraisal is not contingent on the analyses, opinions or conclusions reached or reported.
- the Appraisal Report is in compliance with the Specifications for Analytical Narrative Appraisal Reports (February 13, 2015) of the Massachusetts Executive Office of Energy and Environmental Affairs (EEA), the Uniform Standards of Professional Appraisal Practice (2020-2023 USPAP) of the Appraisal Foundation and the Code of Professional Ethics (CPE) and Standards of Professional Practice (SPP) of the Appraisal Institute.
- the analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute.
- As of the date of this report Alexander D. Olney has completed continuing education program of the Appraisal Institute.
- Alexander D. Olney made a personal inspection of the property appraised and the owner representative, Brendan Annett, declined the opportunity to accompany the appraiser on an inspection of the property but granted permission to the appraiser to inspect the property.
- no one provided significant professional assistance to the persons signing this certification.

By:

Date: July 14, 2023



Alexander D. Olney
LandVest, Inc. - Real Estate Consulting Group
Massachusetts Certified General Appraiser No. 103280

EXHIBIT 2

CERTIFICATION OF VALUE

OWNER: Cavalho

FILE NO.:

ADDRESS/LOCATION OF PROPERTY: 144 Snow Peak, Fairhaven, MA

I, Alexander Olney HEREBY CERTIFY THE FOLLOWING: THAT ON June 17, 2023 PERSONALLY MADE A FIELD INSPECTION OF THE PROPERTY HEREIN APPRAISED AND HAVE AFFORDED THE OWNER THE OPPORTUNITY TO ACCOMPANY ME ON THIS INSPECTION; THAT DURING _____ I PERSONALLY MADE A FIELD INSPECTION OF THE COMPARABLE SALES RELIED UPON IN MAKING SAID APPRAISAL;

That to the best of my knowledge and belief, the statements contained in the appraisal herein set forth are true, and the information upon which the opinions expressed herein are based is correct, subject to the limiting conditions therein set forth;

That I understand that such appraisal may be used in connection with acquisition of the subject property or rights associated therewith by the Commonwealth of Massachusetts;

That such appraisal has been made in conformity with appropriate state laws, regulations, policies, specifications and procedures;

That neither my employment nor my compensation for making this appraisal and report are in any way contingent upon the values reported herein;

That I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of such property appraised;

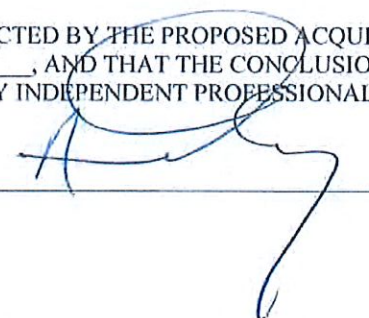
That I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the agency of the Commonwealth of Massachusetts for whom this appraisal was undertaken, and I will not do so until so authorized by an appropriate representative thereof, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified in a court of law as to such findings; and

That, to the best of my knowledge and belief I certify that:

- the statements of fact contained in this report are true and correct.
- the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- my engagement in this assignment was not contingent upon developing or reporting predetermined results.
- my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- my analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the most current *Uniform Standards of Professional Appraisal Practice* and *EEA Specifications for Analytical Appraisal Reports*.
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this certification, unless such parties are listed below.

THAT MY OPINION OF THE VALUE OF THE PROPERTY AFFECTED BY THE PROPOSED ACQUISITION OR TAKING, AS OF THE _____ DAY OF _____ WAS _____, AND THAT THE CONCLUSIONS SET FORTH IN THIS APPRAISAL ARE BASED UPON THE EXERCISE OF MY INDEPENDENT PROFESSIONAL JUDGMENT.

DATE 7/14/2023

SIGNATURE 

SUMMARY OF SALIENT FACTS

<u>Property Address:</u>	144 Shaw Road Town of Fairhaven Bristol County, Massachusetts
<u>Owner of Record:</u>	Thomas A. Carvalho
<u>Property Description:</u>	5.75± acres of dense woodlands, and wetlands with views of neighboring farmland.
<u>Interests Appraised:</u>	Surface rights including all rights (fee and conservation restriction interests), title, and interest in the subject tax parcel (33-32A) owned by Thomas A. Carvalho. Additionally, the before and after value of a proposed Conservation Restriction on the entire 5.75± acre parcel. Partial interest of contemplated trail easement on a portion of the adjacent property, 148 Shaw Road (Parcel 32-32).
<u>2023 Tax Assessment:</u>	\$196,900; liability of \$1,959
<u>Date of Value Estimate:</u>	June 17, 2023
<u>Date of Report:</u>	July 14, 2023
<u>Report Type:</u>	Narrative Appraisal Report
<u>Land Area:</u>	5.75± acres
<u>Wetlands:</u>	1.34± Acres, or 23% of the property (per MA DEP data)
<u>Floodplain:</u>	The subject is located outside the 100-year flood zone.
<u>Soils:</u>	The acreage is predominantly Ridgebury fine sandy loam while the wetland acreage consists of mostly Whitman fine sandy loam according to USDA-NRCS data.
<u>Topography:</u>	Level woodlands and wetlands with a mean elevation of 49± feet.
<u>Amenities:</u>	Open agricultural land with road access
<u>Liabilities:</u>	None known.
<u>Utilities:</u>	Town & well water in neighborhood, sewer along Phoenix Bike Trail, electric, telephone, and cable at street.
<u>Encumbrances:</u>	No title report was available to the appraisers. A review of the subject property deeds did not reveal any significant

encumbrances that would affect market value. However, the appraiser is not an attorney or title examiner and thus I have assumed that the property is unencumbered by any restrictions that would negatively affect the market value options rendered in this report.

Improvements:

None.

Zoning:

Agricultural (AG) Zone
(50,000 sq. ft. minimum lot size, 200 ft. of frontage)

Highest & Best Use:

Before Acquisition: Land suitable for a single residential lot.
After Acquisition: Restricted land suitable for habitat protection.

Hypothetical Condition:

The subject property cannot have been encumbered and unencumbered by the proposed CR at the same instant. For appraisal purposes, I initially appraised the subject property as though unencumbered. As of the effective date, the property was not legally encumbered by the CR, but the property is appraised as though (hypothetically) encumbered to quantify the market value of the development rights to be relinquished via the prospective CR.

Market Values:

5.75± Acres: 144 Shaw Road, Fairhaven, MA	Market Value
Before CR Market Value	\$220,000
After CR Market Value	\$20,000
Value of the CR	\$200,000

Appraised By:

Alexander D. Olney
LandVest, Inc. - Real Estate Consulting Group
888 Boylston Street, Suite 520, Boston, MA 02199
Appraiser: MA Cert. Gen. No. 103280