

EXHIBIT A

DESCRIPTION OF THE PREMISES

Weston Road

Weston Road Community Gardens are located on the west side of Weston Road between Central Street and Turner Road. The site is bordered by residential property to the southeast and across the road to the north and east, and forested land known as the North 40 to the west. The gardens sit on Assessors Parcel 149-5. The North 40 is approximately 2,008,000 square feet (46 acres), a portion of which currently includes roughly 90 community garden plots.



Brookside Road

Brookside Road Community Gardens are located on the south side of Oakland Street between Standish Road and Brookside Road. The site is bordered by residential property to the west and across the road to the north, the country club to the south, and the Rosemary Town Forest across the street to the east. The gardens sit on parcel 31-20, which is currently water department land and zoned as SR15-single residence. The parcel is approximately 102,000 square feet (2.4 acres), and currently includes roughly 40 community garden plots and a small shed.



EXHIBIT B

RELEASE AND WAIVER OF LIABILITY

I, _____, of _____, in consideration of the Town of Wellesley Natural Resources Commission allowing my use of the Town-owned Property known as Brookside Road or Weston Road Community Gardens, Wellesley, Massachusetts (the "Premises") for community garden purposes agree as follows:

I, my heirs, personal representatives, next of kin, estate, administrators and assignees (the "Releasors") hereby certify that I have full knowledge of the nature and extent of risks inherent in my use of the Premises as a community garden and I understand that I will be solely responsible for any loss or damage, including death, which any person may sustain or cause, to any myself, to any of my property or any other person or property as the result of my activities. By this agreement, Releasors are relieving the Town of Wellesley, and all of its employees, agents, and board members (the "Releasees") of any and all liability for such loss or damage.

The Releasors agree to forever release the Releasees from any and all claims, rights of action and causes of action that may have arisen in the past, or may arise in the future, directly or indirectly, from my use of the Premises. The Releasors also promise to indemnify, defend, and hold harmless the Releasees against any and all legal claims and proceedings of any description that may have been asserted in the past, or may be asserted in the future, directly or indirectly arising from (a) personal injuries to myself or to other person(s); or (b) real or personal property damage resulting from my use of the Garden.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE AND WAIVER OF LIABILITY AND A LEGALLY BINDING CONTRACT OF INDEMNITY GOVERENED BY MASSACHUSETTS LAW. I CERTIFIES THAT I AM 18 YEARS OF AGE OR OLDER, AM LEGALLY COMPETENT TO SIGN THIS AGREEMENT, AND HAVE SIGNED IT OF MY OWN FREE WILL AS A DOCUMENT UNDER SEAL.

Witness my hand and seal on _____.

EXHIBIT C

PERMITTED USE OF THE PREMISES

Please see Community Garden Rules and Regulations, approved January, 2024 by the Natural Resources Commission for a list of permitted activities.