

Grantor: Conservation Commission  
for the Town of Leverett  
Grantee: Rattlesnake Gutter Trust  
Address of Property: Cave Hill Road,  
Leverett, Massachusetts 01054  
For Title See: Franklin County  
✓ Registry of Deeds Book 6535,  
page 340 and Plan Book 136,  
page 56.



2014 00010562

Bk: 8602 Pg: 218 Franklin County  
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### CAVE HILL CONSERVATION RESTRICTION

The Conservation Commission for the Town of Leverett having a mailing address of Town Hall, 9 Montague Road, Leverett, Massachusetts 01054, being the sole owner, for its successors and assigns ("Grantor"), acting pursuant to M.G.L.c 44B and Sections 8C of Chapter 40 of the General Laws of Massachusetts, hereby grant with Quitclaim Covenants to The Rattlesnake Gutter Trust, being a trust dated January 14, 1988 and recorded in the Franklin County Registry of Deeds in book 2191, page 304 as amended by document dated June 6, 1989 and recorded in the Franklin County Registry of Deeds in Book 2339, page 342 and having a mailing address of P.O. Box 195, Leverett, Massachusetts 01054, having the power to acquire interests in land in accordance with Sections 31, 32, and 33 of Chapter 184 of the General Laws of Massachusetts, and its successors and permitted assigns, ("Grantee"), for no monetary consideration, in perpetuity and exclusively for conservation purposes, the following Conservation Restriction on a parcel of land located in the Town of Leverett Massachusetts constituting approximately 102 acres ("Premises"), and more particularly described in Exhibit A. There is no mortgage on this property.

#### I. PURPOSES

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the General Laws and otherwise by law. The purpose of this Conservation Restriction is to assure that the Premises will be maintained in its current natural condition in perpetuity and for conservation purposes, predominantly in a natural, scenic and undeveloped condition as set forth in baseline documentation on file with the Leverett Conservation Commission and the Rattlesnake Gutter Trust, and to prevent any use or change that would materially impair or interfere with its conservation and preservation values. The Premises was purchased with Leverett Community Preservation Act funds pursuant to M.G.L.c 44B. The town meeting warrant article is included as Exhibit B. *These values include the following:*

- **Open Space Preservation.** The protection of the Premises contributes to the preservation of the scenic and natural rural character of Leverett. The 102-acre property abuts a 111-acre Conservation Restriction, held by the Massachusetts Department of Conservation and Recreation, to the southwest. That 111-acre CR abuts a 130-acre Conservation Area owned by Massachusetts Department of Fish and Game.
- **Scenic Protection.** The Premises includes a series of north-south ridges with views to the east and southeast. The rocks that make up these cliffs mark an important geological boundary between a microcontinent that was once part of Africa and rocks formed on the North American continental margin. (References, page 9)
- **Surface Water Protection.** The Premises is under vegetative cover and drains both to the south and north - seasonal streams drain into areas designated in BioMap2 as Core Habitat and then into Cranberry Pond. There are two certified Vernal Pools. Data on the third pool has been submitted for certification in June 2014.

- **Protection of Wildlife Habitat.** The 102-acre Premises is home to many species of woodland mammals, birds, and diverse forest communities. Inventories began in early 2014 and will continue throughout the year.
- **Public use.** A parking area and trailhead on Cave Hill Road will provide access to an already existing network of trails. Additional trails will link this property to nearby protected areas. The Premises will be available to the public for hiking and other passive recreational and educational activities, so long as such activities do not negatively impact the ecological health of the Premises or the conservation purposes of this Conservation Restriction.
- **Protection of Historic and Tribal Ceremonial Landscape Features.** The Premises has a long land-use history including a number of stone structures of both historic and ceremonial origin. This property was also part of the Leverett Town Farm (1866-1890). Inventories will begin in the summer of 2014.
- **Support the Town's Open Space and Recreation Plan.** Protection of the Premises contributes to the implementation of all four overall goals listed in the *Leverett Conservation Committee's 2010 Open Space and Recreation Plan Update, Section 8, Goals and objectives:*

Preserve the rural character of the Town;  
Protect and preserve natural resources;  
Improve public education related to open space;  
Provide wider recreational uses of the Town's natural resources.

## II. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED USES

### A. Prohibited Acts and Uses

Subject to the exceptions set forth in Paragraph B hereof, the Grantor will not perform or permit the following acts and uses which are prohibited on, above, and below 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 or otherwise make topographical changes to the area;
- (3) Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, toxic or hazardous materials, or other substance or material whatsoever or the installation of underground 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, historical and cultural preservation, or wildlife habitat;
- (6) Use, parking or storage of vehicles including motorcycles, mopeds, all-terrain vehicles, or other motorized vehicles or trail bikes on the Premises;
- (7) The disruption, removal, or destruction of the stone walls or granite fence posts, stone rows, stone alignments, stone groupings and stone cairns, stone enclosures, standing stones, stone arrangements in geometric or animal form, or any stone structures consisting of stones or boulders of any quantity by artificial means on the Premises;

- (8) The conduct of archaeological activities of any kind, including artifact removal;
- (9) Subdivision or conveyance of a part or portion of the Premises, or division, or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), and no portion of the Premises may be used toward building or development requirements on this or any other parcel; and
- (10) 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 values.

B. Reserved Rights and Exceptions

The Grantor reserves the right to conduct or permit the following activities and uses on the Premises, but only if such uses and activities do not materially impair the purpose of this Conservation Restriction or other significant conservation values:

- (1) Recreational Activities. Hiking, horseback riding, cross-country skiing, and other non-motorized outdoor recreational activities that do not materially alter the landscape, do not degrade environmental quality, or do not involve more than *de minimis* use for commercial recreational activities. Hunting subject to the right of the Grantor to limit or prevent hunting on the Premises.
- (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 or fire damage, or to preserve the present condition of the Premises, including vistas from the ridges, woods roads, stonewalls and trails as shown in the baseline survey, is allowed with prior written permission of Grantee. All permitted cutting plans and designated access routes shall avoid any stone structures or traditional cultural properties and shall be reasonably required to prevent any damage thereto. Pruning or cutting to provide lines of sight for astronomical events shall be done under the supervision of one or more regional federally recognized Tribal Historic Preservation Offices. The cutting and harvesting of trees for commercial timber production on a sustained yield basis, but only if carried out in accordance with a MG c. 132 Forest Cutting Plan prepared by a Massachusetts certified professional forester, and designed to protect the conservation values, Tribal cultural properties, historical structures of the Premises, and including, without limitation, water quality, water features, scenic views, wildlife habitat, etc.;
- (3) Non-native or nuisance species. The removal of non-native or invasive flora and interplanting of native species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
- (4) Composting. The stockpiling and composting of stumps, trees and brush limbs and similar biodegradable materials originating on the Premises, provided that such stockpiling and composting is in locations where the presence of such activities will not have a deleterious impact on the purposes (including scenic values) of this Restriction;
- (5) Wildlife Habitat Improvement. With the prior written permission of Grantee, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species including selective planting of native trees, shrubs and plant species;
- (6) Trails. The construction, marking, clearing and maintenance of trails is allowed, including handicapped accessible trails, if not materially altering the landscape or degrading environmental quality;
- (7) Excavation. With the prior approval of the Grantee, excavation of soil, gravel or other mineral resources or natural deposit as may be incidental to the installation or maintenance of walking trails, good drainage, soil conservation or other permissible use of the Premises;
- (8) Use of Motorized Vehicles. Use of motorized vehicles only if necessary for the purpose of property maintenance, or as necessary by police, fire prevention personnel or other government agencies carrying out their lawful duties, individual transportation vehicles necessary for the mobility of persons with physical limitations or

disabilities, and for construction of trails and forestry. Motor vehicles are to be used only in ways that are not detrimental to water quality, wetland integrity, fragile habitat, and soil, wildlife, and plant conservation, and are to be kept on woods roads and trails to the extent possible;

(9) Archeological Excavations. The conduct of non-destructive field investigations or surveys for historic, Tribal and/or archaeological resource management, conservation of historic, Tribal and/or archaeological resources, research and/or planning undertaken in accordance with a research design and methodology permitted and approved by the Massachusetts State Archaeologist or successor official under an Archeological Field Investigation Permit issued by the State Archeologist pursuant to G. L. Chapter 9, Section 26A and pertinent regulations. Any permitted activities involving Native American ceremonial features, artifacts, sites of known habitation, ceremonial sites and/or ceremonial landscapes or continued use sites shall be conducted under the direct supervision of one or more of the regional federally recognized Tribal Historic Preservation Offices.

(10) Subsurface Disturbance. In the event there shall be any permitted use of the Premises that entails digging, excavation, or any other activity that entails or may cause sub-surface soil or surficial rock disturbance, in order to ensure that no evidence of previous Native American ceremonial activity or other archeological sites in the subject area may be compromised, with prior notification to the Grantee, appropriate archaeological and traditional cultural property surveys, and any subsequent test excavation(s), will be conducted exclusively in areas devoid of traditional cultural property features, following the submission of an archaeological field investigation plan by the Grantor, or its successor, and its approval in writing by the State Archaeologist of the Massachusetts Historical Commission or appropriate successor official (M.G.L. Ch. 9, Section 27C, 950 CMR 70.00). Further, any such survey and subsequent test excavation(s), if any, will be conducted under the direct supervision of one or more of the regional federally recognized Tribal Historic Preservation Offices, unless those offices decline to participate or fail to respond within 60 days; further, in event none of the abovementioned tribes choose to consult, the presence or absence of evidence of Native American activity shall be determined by the Massachusetts Historical Commission. In the event evidence shall, at any point, be found of Native American activity, it shall be in the sole discretion of the said Tribal Historical Preservation Officer(s) or his/her representative(s) whether the said permitted activity may continue, and if not, whether and by what means any restoration shall be undertaken or made to mitigate any damages caused by said permitted activity;

(11) Signs. The erection, maintenance and replacement of signs with respect to hunting, trespass, trail access, identity and address of the owners, the Grantee's interest in the Premises, and the protected conservation values;

(12) Permits. The exercise of any right reserved by Grantor under this Paragraph B shall be in compliance with zoning, the Wetlands Protection Act, and all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position on whether such permit should be issued.

#### C. Notice and Approval.

Whenever notice to or approval by Grantee is required under the provisions of paragraphs A or B, Grantor shall notify Grantee in writing not less than 60 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 the Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within 60 days of receipt of Grantor's request. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not materially impair the purposes of this Conservation Restriction. Failure of Grantee to respond in writing within 60 days shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after 60 days in the notice, the requested activity is not prohibited or restricted hereunder and provided the activity will not materially impair the Purposes or Conservation Values of the Premises.

### III. LEGAL REMEDIES OF THE GRANTEE

#### A. Legal and Injunctive Relief

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 their condition prior to the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction. Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Conservation Restriction.

Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation therefore, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred.

#### B. Non-Waiver

Enforcement of the terms of this Conservation Restriction shall be at the discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

#### C. Disclaimer of Liability

By acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

#### D. Acts Beyond the Grantor's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. The parties to this Conservation Restriction agree that in the event of damage to the Premises from acts beyond the Grantor's control, that if it is desirable that the Premises be restored, the parties will cooperate in attempting to restore the Premises if feasible.

### IV. ACCESS

This Conservation Restriction does not grant to the Grantee, to the public, or to any other person or entity any right to enter upon the Premises, except as follows:

The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Premises for the purpose of inspecting the Premises to determine compliance with or to enforce its Conservation Restriction. The Grantor also grants to the Grantee, after notice of a violation or failure of the Grantor to cure said violation, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines.

The Premises will be generally available to the public for hiking and other passive recreational and educational activities. Trails and woods roads will have signs describing use and may be closed temporarily to permit property or trail maintenance.

Recreational Use Statute: Pursuant to M.G.L. c.21, s.17c, neither the Grantor nor the Grantee is liable to any member of the public for injuries to person or property sustained by such person while on the Property in the absence of willful, wanton, or reckless conduct.

## V. EXTINGUISHMENT

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 a court of competent jurisdiction under applicable law after review and approvals required under M.G.L.c 184 sec 32, including the approval of the Secretary of the Executive Office 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 Section V. B. below, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds after complying with the terms of any gift, grant or funding requirements including M.G.L. c 44B. Grantee shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein.

B. Proceeds. Grantor and Grantee agree that the donation of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction bears to the value of the property as unrestricted. Such proportionate value of the Grantee's property right shall remain constant.

C. Grantor/Grantee Cooperation Regarding Public Action. Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in shares equal to such proportionate value after complying with the terms of any gift, grant, or funding requirements including MGL c 44B. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds like a continuing trust in a manner consistent with the conservation purposes of this grant.

## VI. ASSIGNABILITY

### A. Running of the Burden

The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

### B. Execution of Instruments

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantor, on behalf of itself and its successors and assigns, appoint the Grantee its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree to execute any such instruments upon request.

### C. Running of the Benefit

The benefits of this Conservation Restriction run to the Grantee, shall be in gross, and shall not be assignable by the Grantee, except in the following instances:

As a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out; and the Assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts. Any assignment will comply with article 97 of the Amendments to the constitution of the Commonwealth of Massachusetts, if applicable.

### VII. SUBSEQUENT TRANSFERS

The Grantor agrees to incorporate by reference 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 Premises, including a leasehold interest and to notify the Grantee within 20 days of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. Any transfer will comply with article 97 of the Amendments to the constitution of the Commonwealth of Massachusetts, if applicable.

The Grantor shall not be liable for violations not done by the Grantor occurring after its ownership. Liability for any acts or omissions occurring prior to any transfer of ownership and liability for any transfer or violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

### VIII. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, if applicable within twenty (20) 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.

### IX. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction to a non-fee owner to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

### X. AMENDMENT

If circumstances arise under which an amendment to or modification of this Conservation Restriction may be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the General Laws of Massachusetts. Any amendments to this Conservation Restriction shall occur only in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs and if applicable, shall comply with the provisions

of Art. 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Franklin County Registry of Deeds.

XI. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative Approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and it has been recorded in the Franklin County Registry of Deeds. The Grantee shall record this instrument in timely manner at the Franklin County Registry of Deeds.

XII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: Leverett Conservation Commission, Town Hall, P.O. Box 300, 9 Montague Road,  
Leverett, MA 01054

To Grantee: Rattlesnake Gutter Trust, P.O. Box 195, Leverett, MA 01054

or to such other address as any of the above parties or their successors or assigns shall designate from time to time by written notice to the other or that is reasonably ascertainable by the parties.

XIII. GENERAL PROVISIONS

A. Controlling Law

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purposes of Massachusetts General Laws Chapter 184, Sections 31-33. If any provision in this instrument is found to be ambiguous, any 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.

C. Severability

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provision of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement

This instrument sets forth the entire agreement of the parties with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Restriction, all of which are merged herein.



**XIV. MISCELLANEOUS**

**A. Pre-existing Public Rights.**

Approval of this Conservation Restriction pursuant to M.G.L. Chapter 184, Section 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.

**REFERENCES:**

Dorais, M.J., Wintsch, R.P., Kunk, M.J., Aleinikoff, J.N., Burton, W., Underdown, C., Kerwin, C.M., 2012. P-T-t conditions, Nd and Pb isotopic compositions and detrital zircon geochronology of the Massabesic gneiss complex, New Hampshire; isotopic and metamorphic evidence for the identification of Gander basement, central New England. *American Journal of Science*, 312(10): 1049-1097.

Macdonald, F.A., Ryan-Davis, J., Coish, R.A., Crowley, J.L., Karabinos, P., 2014. A newly identified Gondwanan terrane in the Northern Appalachian Mountains; implications for the Taconic Orogeny and closure of the Iapetus Ocean. *Geology* [Boulder], Pre-Issue Publication.

Attached hereto and incorporated herein are the following

**Signature pages:**

- Leverett Conservation Commission
- Leverett Selectboard
- Rattlesnake Gutter Trust
- Secretary of Energy and Environmental Affairs Commonwealth of Massachusetts

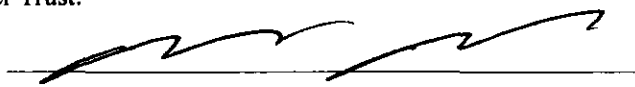
**Exhibit A**

- A1. Franklin County Registry of Deeds Book 6535, page 340
- A2. Franklin County Registry of Deeds Plan Book 136, page 56

**Exhibit B**

Copy of the vote at Leverett Town Meeting May 3, 2014 to purchase the property

At a public meeting on Sept. 8 the Leverett Conservation Commission voted to grant the Conservation Restriction to the Rattlesnake Gutter Trust in compliance with M.G.L.c44B, and hereby grant the Conservation Restriction to the Rattlesnake Gutter Trust.



Christine Nelson

Ralph Triner

David Pawicki

Andrew Young

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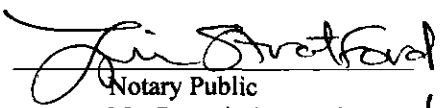
COMMONWEALTH OF MASSACHUSETTS

Franklin, ss:

On this 9 day of Sept., 2014, before me, the undersigned notary public, personally appeared

Isaiah Robinson, Christine Nelson, Ralph Triner, David Pawicki, Andrew Young  
proved to me through satisfactory evidence of identification which was

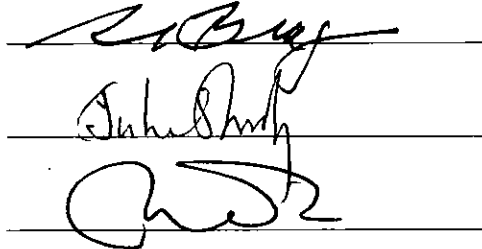
to be the person(s) whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



Notary Public  
My Commission Expires: 6/20/19

We, the undersigned, being a majority of the Select Board of the Town of Leverett, Franklin County, Massachusetts, hereby certify that at a public meeting duly held on Sept. 23, 2014, the Select Board voted to approve the foregoing Conservation Restriction from the Town to the Rattlesnake Gutter Trust, pursuant to M.G.L.c 44B and Section 32 of Chapter 184 of the General Laws of Massachusetts.

Select Board



COMMONWEALTH OF MASSACHUSETTS

Franklin, ss:

On this 23<sup>rd</sup> day of Sept., 2014, before me, the undersigned notary public, personally appeared

proved to me through satisfactory evidence of identification which was known.

to be the person(s) whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires:

Marjorie E. McGinnis  
My Commission Expires  
June 4, 2015

ACCEPTANCE OF GRANT

The above Conservation Restriction from the Town of Leverett was accepted by the Rattlesnake Gutter Trust this 8<sup>th</sup> day of September 2014.

RATTLESNAKE GUTTER TRUST

By: [Signature]  
Its: Cochair RGT, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Franklin, ss:

On this 8<sup>th</sup> day of Sept., 2014, before me, the undersigned notary public, personally appeared

proved to me through satisfactory evidence of identification which was personal knowledge

to be the person(s) whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

[Signature]  
Notary Public  
My Commission Expires: 6/2019

APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS  
COMMONWEALTH OF MASSACHUSETTS

The undersigned, Secretary of Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from the Town of Leverett to the Rattlesnake Gutter Trust has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: 10/21/14, 2014 Yvonne Valley-Burdett  
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS  
Suffolk, ss:

On this 21<sup>st</sup> day of October, 2014, before me, the undersigned notary public, personally appeared Marve Callahan Burdett who proved to me through satisfactory evidence of identification which was personally known to me to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

[Signature]  
Notary Public  
My Commission Expires: 12/7/2018

Exhibit A1. Franklin County Registry of Deeds Book 06535, page 340

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Affected Premises: 102.7733+ Acres of Land on Cave Hill Road,  
Leverett, Franklin County, Massachusetts, 01054

**QUITCLAIM DEED**

KNOW ALL MEN BY THE PRESENTS, that We, GARY L. JENSEN and  
JOANNE B. JENSEN, husband and wife, both of 220 Ridge Trail,  
Bozeman, Montana, <sup>59715</sup> for consideration paid, and in consideration  
of TWO HUNDRED TEN THOUSAND AND NO ONE-HUNDRETHS (\$210,000.00)  
DOLLARS grant to the CONSERVATION COMMISSION FOR THE TOWN OF  
LEVERETT, a Massachusetts municipality, having a principal place  
of business at 9 Montague Road, Leverett, Franklin County,  
Massachusetts, with **QUITCLAIM COVENANTS**

The land in Leverett, Franklin County, Massachusetts, being  
more particularly bounded and described as follows:

Please see Exhibit "A" for description of real estate known  
and designated as Parcel of Land located Cave Hill Road,  
Leverett, Franklin County, Massachusetts, for a more particular  
description

EXECUTED as a sealed instrument on June 3, 2014.

Vicki Little  
Witness:

Gary L. Jensen  
Grantor: Gary L. Jensen

Vicki Little  
Witness:

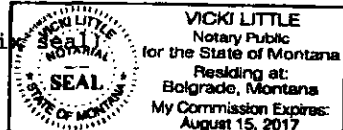
Joanne B. Jensen  
Grantor: Joanne B. Jensen

STATE OF MONTANA

County of Gallatin

On June 3, 2014, before me, the undersigned notary public, personally appeared **GARY L. JENSEN and JOANNE B. JENSEN** proved to me through satisfactory evidence of identification, being (check whichever applies):

- Driver's license or other state or federal governmental document with a photographic image;
- Oath or affirmation of a credible witness known to me who knows the signatory; or
- My own personal knowledge of the identity of the signatory to be the person(s) whose name is signed on the preceding document and acknowledged to me that they signed it voluntarily for its stated purpose.

(aff)  Vicki Little  
Notary Public:  
Commission Expires:

**EXHIBIT "A"**

The land located in Leverett, Franklin County, Massachusetts, on a Plan of Land in Leverett, Massachusetts, prepared for the Town of Leverett, dated May 28, 2014, prepared by Harold L. Eaton & Associates, Inc., described as the remaining land of Gary L. and Joanne B. Jensen, Book 1342, Page 211 containing 102.7733+ acres which Plan is recorded in the Franklin County Registry of Deeds in Book of Plans 176, Page 56, to which Plan reference may be had for a more particular description.

SUBJECT to a twenty-five foot (25') right of easement granted by Ralph N. Marvell to the Western Counties Electric Company to enter from the premises of O.C. Marvell and extends in a Northerly direction across said premises (known as the Old Town Farm property) dated October 20, 1931 and recorded in the Franklin County Registry of Deeds in Book 783, Page 88, to the extent the same may be enforce and may affect the premises

The Grantors herein do not reserve a right of way over the premises conveyed herein.

BEING a portion of the same premises conveyed to the Grantors herein by Deed of W.D. Cowls, Inc. dated April 12, 1973 and recorded in the Franklin County Registry of Deeds in Book 1342, Page 211.

ATTEST: FRANKLIN, Scott A. Cote Register







June 19, 2014

To whom it may concern:

The following action was taken by the Town of Leverett Annual Town Meeting at the May 3, 2014 meeting:

**Article Four:** To see if the Town will vote to acquire, pursuant to MGL c. 44B, the Community Preservation Act, for the purchase price of \$210,000, and including up to an additional \$10,000 for surveying, appraisal and closing costs, approximately 101 acres on Cave Hill Road, being a portion of Lot 59 on Assessors Map 1; said land to be owned and managed by the Conservation Commission for the Town of Leverett, with a Conservation Restriction to be held by the Rattlesnake Gutter Trust; and to appropriate \$32,878.00 from the Community Preservation Fund Balance Reserved for Open Space and \$152,122 from the Community Preservation Undesignated Fund Balance, for a total of \$185,000 of Community Preservation funds with the \$35,000 balance of the purchase price and said costs to be paid by contributions made to the Rattlesnake Gutter Trust and designated for said purchase, or take any action relative thereto. In the event that more than \$35,000 has been donated to said Trust and so designated by the closing date, said excess funds shall be applied to reduce the Town share paid from the Undesignated Fund Balance, or take any action relative thereto.

**Article Four: (Danielle Barshak)** I move that the Town will vote to acquire, pursuant to MGL c. 44B, the Community Preservation Act, for the purchase price of \$210,000, and including up to an additional \$10,000 for surveying, appraisal and closing costs, approximately 101 acres on Cave Hill Road, being a portion of Lot 59 on Assessors Map 1; said land to be owned and managed by the Conservation Commission for the Town of Leverett, with a Conservation Restriction to be held by the Rattlesnake Gutter Trust; and to appropriate \$32,878 from the Community Preservation Fund Balance Reserved for Open Space and \$152,122 from the Community Preservation Undesignated Fund Balance, for a total of \$185,000 of Community Preservation funds with the \$35,000 balance of the purchase price and said costs to be paid by contributions made to the Rattlesnake Gutter Trust and designated for said purchase. In the event that more than \$35,000 has been donated to said Trust and so designated by the closing date, said excess funds shall be applied to reduce the Town share paid from the Undesignated Fund Balance.

No recommendation by Finance Committee. Power point presentation given by Rattlesnake Gutter Trust. Discussion about taking land out of tax revenue, benefits of land preservation etc. Many questions and speakers. **Paper ballot vote called. Carries, 169 in favor, 46 opposed.**

A true copy attest:

  
Lisa Stratford, Town Clerk

ATTEST: FRANKLIN, Scott A. Cote Register