

CONSERVATION RESTRICTION

CARLYLE A. & EDITH A. FIELD CONSERVATION AREA

The Inhabitants of the Town of Leverett being the sole owner, for its successors and assigns (“Grantor”), acting pursuant to M.G.L.c 44B and Sections 31, 32 and 33 of Chapter 184 of the General Laws of Massachusetts, hereby grant 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 said General Laws, 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 1.1 acres (“Premises”), and more particularly described in Exhibit A and attached plan/sketch plan. For the Grantor’s title see Franklin County Registry of Deeds Book 6025, page 70. There is no mortgage on the Premises.

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 condition as set forth in baseline documentation in perpetuity and for conservation purposes, predominantly in a natural, scenic and undeveloped condition, 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 in 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 that section of Leverett bounded by Depot Road and Cider Mill Roads. The Premises forms the southwestern shoreline of Leverett Pond (formerly known as Echo Lake). Leverett Pond is a state-designated Great Pond (Chapter 91, Section 35). To the east along the lake shore is the town-owned David and Mary Field Conservation Area purchased with Community Preservation Act funds in 2007, beyond that along the shoreline, is land donated to the town of Leverett by David and Mary Field and the Leverett Congregational Church in 1992, to the south is the Philip and Catherine Woodard Conservation Area also purchased with Community Preservation Act funds in 2007. The purchase of this property in 2011 completed

the protection of all the undeveloped land in the southwestern section of Leverett Pond.

- **Scenic Protection.** The Premises borders Leverett Pond which is in the center of the town. The view from the shoreline of Leverett Pond to the north and east includes Joshua Hill and the steeple of the church silhouetted against Brushy Mountain.
- **Surface Water Protection.** The Premises' vegetation helps protect the water, plants, and animals of Leverett Pond and its shoreline by buffering the run-off from nearby households (EPA-funded Leverett Pond Watershed Study, 2003).
- **Ground Water Protection.** All residences in Leverett are on private wells. Protecting this area helps protect the water quality of the town.
- **Protection of Wildlife Habitat.** The Premises is entirely within the Commonwealth's Natural Heritage and Endangered Species Program's Biomap Priority Habitats of Rare Species (10/1/2008) and the NHESP/TNC Biomap2: Critical Natural Landscape (February 2011). Because Leverett Pond is shallow at the southern end and has numerous small islands, the Premises has diverse terrestrial and aquatic habitats. While there has been no formal inventories, the pond's many fisherman, birders, and observers of nature tell stories of moose, bobcat, Osprey, and American Eagle observed from the premises.
- **Public use.** The Premises is an important link in the Friendship Trail along Leverett Pond. It is at the northern end of the public trail from the boat launch through land formerly given to the town by David and Mary Field (1992) and then through land purchased by the town with Community Preservation Act funds from David and Mary Field to Cider Mill Road. Walkers can then continue on Cider Mill and Camp Roads to the trails on the Long Hill Natural Area and land on Leverett Pond (both owned by the Rattlesnake Gutter Trust). The Premises will be open to the public for passive recreation, education and nature study as long as such activities do not negatively impact the ecological health of the Premises or the conservation purpose of this Conservation Restriction.
- **Protection of Cultural Resources.** There are cultural resources in the vicinity.
- **Furtherance of Government Policy.** 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, except for now existing water wells and pipes or their replacements;
- (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 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 on the Premises;
- (7) The disruption, removal, or destruction of the stone walls or granite fence posts, stone rows, stone alignments, stone piles 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 towards 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 interests.

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 interests:

(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, removing of brush, selective *de minimis* 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 of the pond and hills beyond. With prior written permission of Grantee, all cutting plans and designated access routes shall avoid any stone structures or 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 Tribal Historical Preservation Officer or his/her representative.

(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 solely for the purpose of property maintenance, or as necessary by police, fire prevention, personnel or other government agencies carrying out their lawful duties, and individual transportation vehicles necessary for the mobility of persons with physical limitations or disabilities. 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 artifacts, sites of known habitation, ceremonial sites and ceremonial landscapes or continued use sites shall be conducted under the direct supervision of one or more of the regional 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 activity in the subject area may be compromised, with prior notification to the Grantee, an appropriate archaeological survey, and subsequent test excavation(s) if indicated by a negative surface survey, shall be conducted, following the submission of an archeological field investigation plan by the Grantor, or its successor and its approval in writing by the State Archeologist 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, shall be conducted under the direct supervision of one or more of the regional Tribal Historic Preservation Offices and, 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 or his/her representative 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 Grantor, sale of the Premises, 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.

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

The Grantor hereby grants to the Grantee, and 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. A grant of access will be via whatever access the Grantor has. Primary access is described in the map in Appendix A showing access through the David and Mary Field Conservation Area owned by the Grantor which has frontage on Depot Road. 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.

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 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 Premises 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 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 of this Conservation Restriction.

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 M.G.L.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 her 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 so 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 ensure that merger does not occur.

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: Inhabitants of the Town of Leverett, 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.

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 _____, 201_, the Select Board voted to approve the foregoing Conservation Restriction 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 ____ day of _____, 201_, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification which was _____ 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.

Notary Public
My Commission Expires:

ACCEPTANCE OF GRANT

The above Conservation Restriction was accepted by the Rattlesnake Gutter Trust
this ____ day of _____, 201_.

RATTLESNAKE GUTTER TRUST

By: _____

Its: _____, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Franklin, ss:

On this ____ day of _____, 201_, before me, the undersigned notary public,
personally appeared _____, proved to me through satisfactory evidence
of identification which was _____ 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.

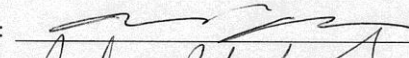
Notary Public
My Commission Expires:

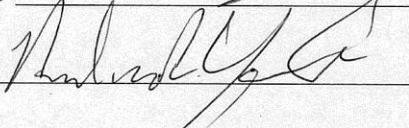
CONSERVATION COMMISSION

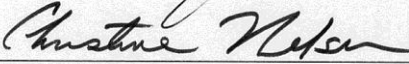
We, the undersigned, being a majority of the Conservation Commission of the Town of
Leverett, Franklin County, Massachusetts, hereby certify that the proposed Carlyle A.
and Edith A. Field Conservation Restriction is in the public interest in that it will
contribute to the four overall goals listed in the *Leverett Conservation Committee's 2010
Open Space and Recreation Plan Update (Section 8, Goals)*

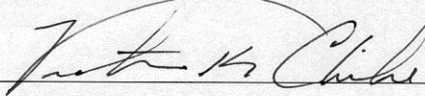
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- Protect and preserve natural resources
- Improve public education related to open space
- Provide wider recreational uses of the Town's natural resources

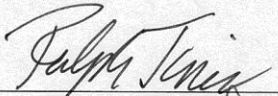
Signed:

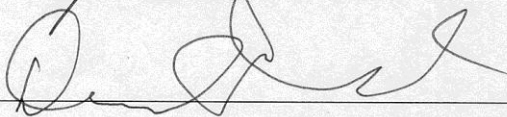












Date: July 11, 2011

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 to the Town of Leverett has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: _____, 201_ _____
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS
Franklin, ss:

On this ____ day of _____, 201_, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification which was _____ 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.

Notary Public
My Commission Expires:

EXHIBIT A

Bk: 06025 Pg: 70



Bk: 6025 Pg: 70 Franklin County
Page: 1 of 3 06/01/2011 03:13 PM

Premises: Cider Mill Road
Leverett, Massachusetts

We, Carlyle A. Field and Edith A. Field of 137 Depot Road, Leverett, Massachusetts
01054

for consideration paid in the sum of EIGHT THOUSAND FIVE HUNDRED AND 00/100
DOLLARS (\$8,500.00)

grant to The Inhabitants of the Town of Leverett, acting through its Select Board, having a
mailing address of Town Hall, Montague Road, Leverett, Massachusetts 01054

WITH QUITCLAIM COVENANTS

A tract of land situated on Cider Mill Road, located in the Town of Leverett, Franklin
County, Massachusetts, bounded and described on attached Exhibit A:

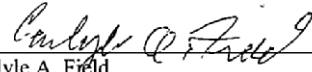
Being the same premises conveyed to Carlyle A. Field and Edith A. Field by deed of
Edward L. Field and Ruth E. Field dated May 11, 1970 and recorded in the Franklin County
Registry of Deeds in Book 1257, Page 485.

Executed as a sealed instrument this 9 day of May, 2011.

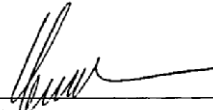
In the presence of



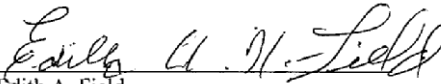
Witness



Carlyle A. Field



Witness



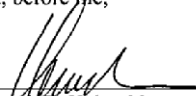
Edith A. Field

COMMONWEALTH OF MASSACHUSETTS

Franklin, SS.

May 9, 2011

Then personally appeared the above named Carlyle A. Field and Edith A. Field, proved to me through satisfactory evidence of identification, which identification was, MA Drivers License, to be the persons whose names are signed above and acknowledged the foregoing instrument to be their free act and deed, before me,



Kenneth P. Kahn, Notary Public
My Commission Expires: May 10, 2013



EXHIBIT A

A certain tract or parcel of land situated on the westerly side of Echo Lake in said Leverett and bounded and described as follows:

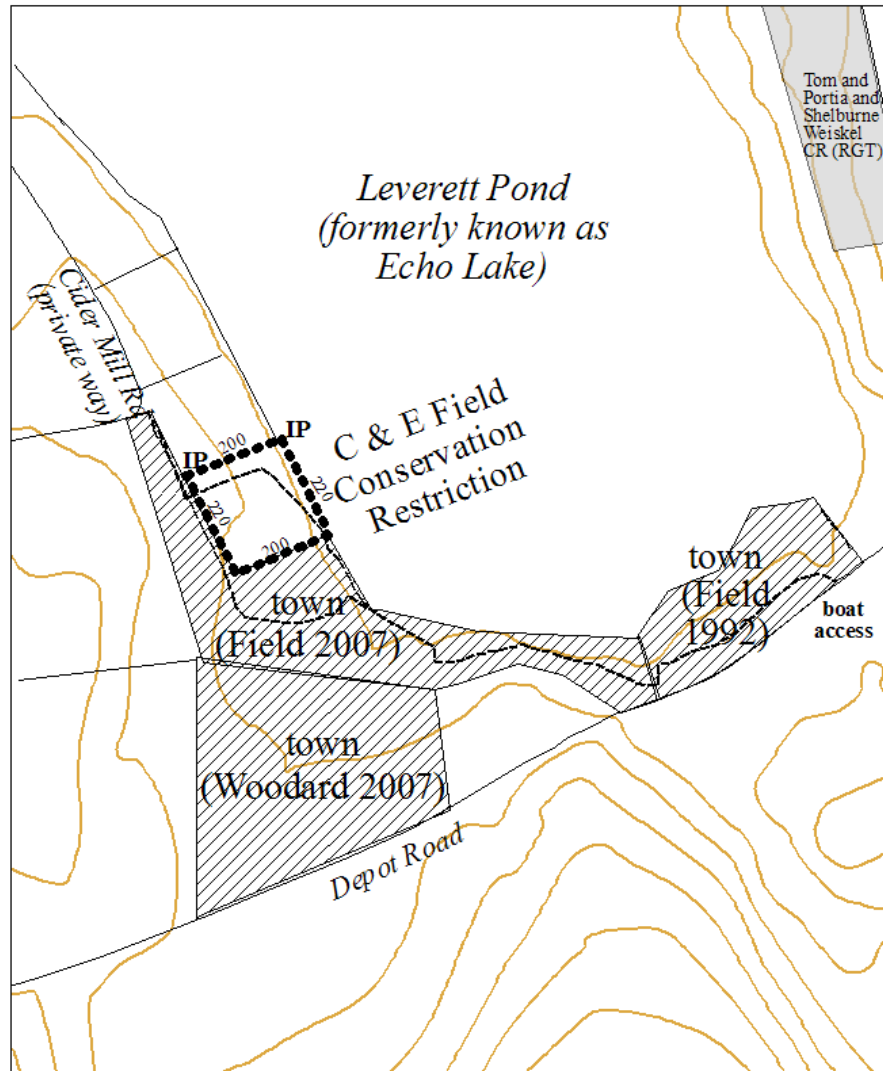
Beginning at an iron pin on the east side of the roadway, which is the southwest corner of land now owned by Edward L. and Joanne Field, deed to be recorded as of this date, thence easterly on the line of said Edward L. and Joanne Field's land two hundred (200) feet, more or less, to the high water line of Echo Lake, so called. Thence running southeasterly along the high water line of Echo Lake a distance of two hundred twenty (220) feet, more or less, to land of Edward L. and Ruth E. Field, thence westerly on their line two hundred (200) feet, more or less, to an iron pin on the easterly line of the aforementioned roadway, which is two hundred twenty (220) feet southerly from the point of beginning, thence northerly two hundred twenty (220) feet along said roadway to the point of beginning. Containing 44,000 feet, be the same more or less.

description\leverett-field.qcd.doc

ATTEST: FRANKLIN, Joseph A. Gochinski Register

Exhibit A

Carlyle A. and Edith A. Field Conservation Restriction

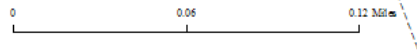


Franklin County Registry of Deed: book 6025, page 72 (town, CPA, 2011)
 Leverett Assessor's Map, page 5B, 12 A, 1.1 acres

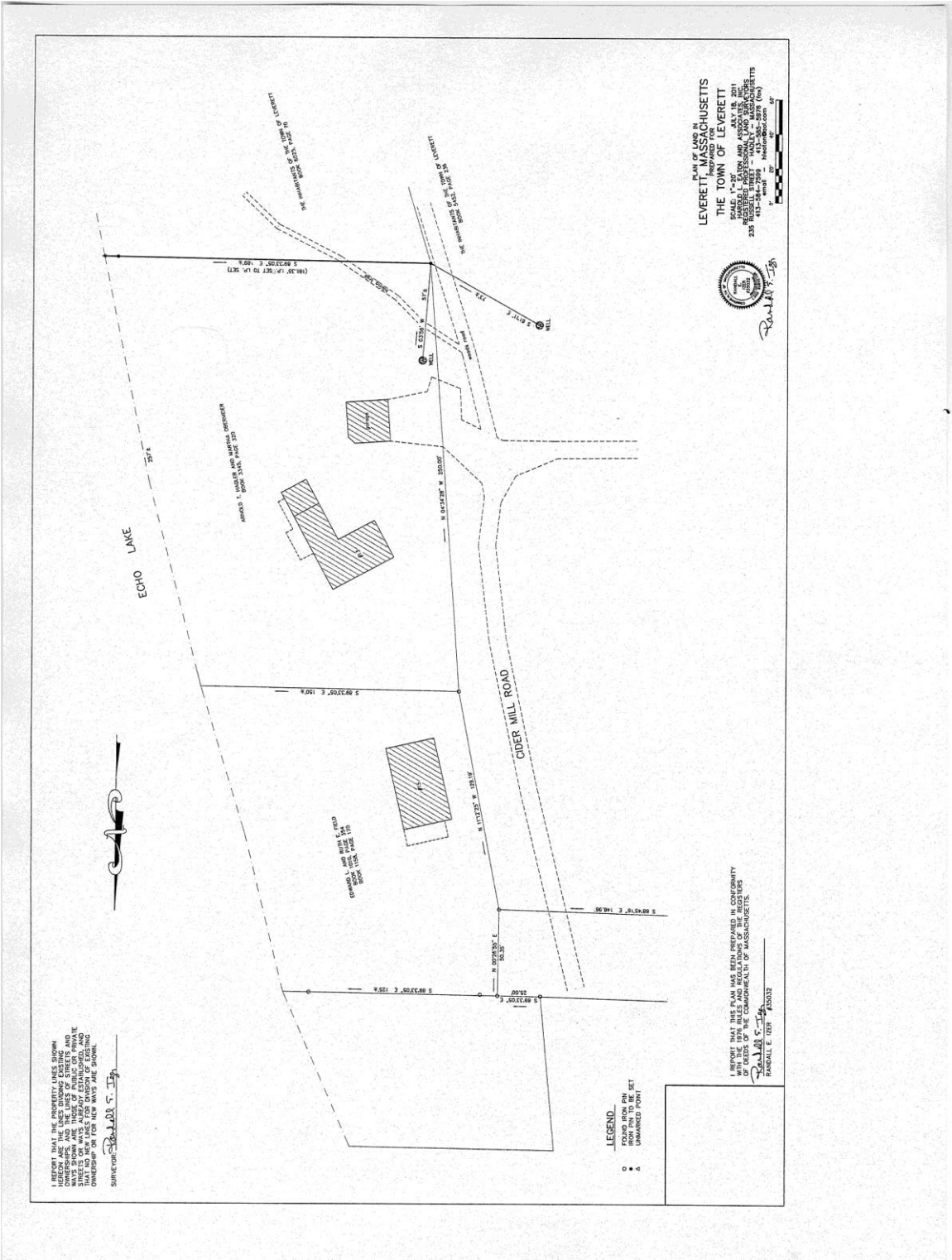
Town-owned Conservation Land

C & E Field Property

Friendship Trail



Also see attached survey showing iron pins placed at the northeast and northwest corners.



HEREBY HAS THE SURVEYOR, THESE BOUNDARIES ARE THE LINES DIVIDING EXISTING WAYS SHOWN AND THOSE OF PUBLIC OR PRIVATE OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

LEGEND
 ○ BOUNDARY POINT TO BE SET
 ● UNMARKED POINT

I HEREBY STATE THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE REQUIREMENTS OF THE MASSACHUSETTS BOARD OF REGISTRATION OF PROFESSIONAL SURVEYORS.

RUSSELL E. TIZER

PLAN OF LAND IN
 THE TOWN OF LEVERETT
 MASSACHUSETTS
 SCALE: 1" = 20'
 JULY 18, 2011
 RUSSELL E. TIZER, PROFESSIONAL SURVEYOR
 413-866-5278 (cell)



Russell E. Tizer

EXHIBIT B



TOWN OF LEVERETT
Massachusetts 01054

July 5, 2011

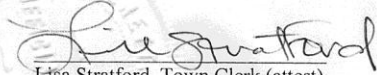
To Whom It May Concern:

The following is a true account of the Town of Leverett Town Meeting action on April 30, 2011:

Article Fifteen: To see if the Town will vote to acquire, pursuant to MGL c. 44B, the Community Preservation Act, one acre, more or less, and to appropriate \$11,450.00 from the Community Preservation Fund Balance Reserved for Open Space, including up to \$2,950.00 for surveying, appraisal, and closing costs, and \$8,500.00 for the purchase price; said parcel located on the shore of Leverett Pond off Cider Mill Road, shown as Lot 12A on Assessors Map 5B; said land to be owned by the Town and managed and controlled by the Selectboard, with a conservation restriction to be obtained, held, and monitored by the Rattlesnake Gutter Trust; and that the Selectboard be authorized to enter into all agreements and execute any and all instruments as may be necessary on behalf of the Town of Leverett to effect said purchase, or take any action relative thereto.

Article Fifteen: (CPC/Laurel) I move that the Town vote to acquire, pursuant to MGL c. 44B, the Community Preservation Act, one acre, more or less, and to appropriate \$11,450.00 from the Community Preservation Fund Balance Reserved for Open Space, including up to \$2,950.00 for surveying, appraisal, and closing costs, and \$8,500.00 for the purchase price, said parcel located on the shore of Leverett Pond off Cider Mill Road, shown as Lot 12A on Assessors Map 5B; said land to be owned by the Town and managed and controlled by the Selectboard, with a conservation restriction to be obtained, held, and monitored by the Rattlesnake Gutter Trust; and that the Selectboard be authorized to enter into all agreements and execute any and all instruments as may be necessary on behalf of the Town of Leverett to effect said purchase.

Seconded. Carries unanimously.


Lisa Stratford, Town Clerk (attest)