

Name of Property: East Leverett Meadow

Note: Neighbor deeds added 12/29/2011. Should have been added earlier

Background Data (Excel file: east leverett meadow) p. 2

- Land Description
- Owner Information
- Documentation Location
- Baseline/Monitoring Data

RGT Deeds p. 6

- Abstract (Word file: ELM abstract)
- Copy of Deeds
 - Sawin to RGT, 3259, p 220 original version
 - Sawin to RGT, 3525, p 141 name correction
 - RGT to Seaman-Williams 3525, 146, PB 101 p 44

Neighbor Deeds (from north, clockwise) p. 22

- Map of Neighboring Deeds
 - Adams, Book 3133, p 195
 - Tillotson, Book 2056, p 145
 - Truehart, Book 5783, p 36
 - Seaman-Williams, Book 2751, p 46; PB 35, p 48
 - (RGT to S-W above, 3525, p 146.; PB 101, p 44
 - Kuzmeski CR, Book 3699, p 141
 - Cramer, Book 3224, p 76
 - Sincuk. Book 1579, p 204

Maps Part 2, page 50

- Boundary and photo log
- Protected Lands, East Leverett
- ELM, KCR Topographic Map 2001
- ELM, KCR Orthophoto 2005
- ELM Boundaries
- Survey Maps: East Leverett Meadow and RGT to Seaman-Williams
- Assessor's Map

Photographs p. 58

- Baseline Photo log and Photo Monitoring Updated, June 26, 2011
- Photos, Updated June 26, 2011 (notebooks have earlier photos as well)

East Leverett Meadow		
land description		
location/street address	Cushman Road	
acreage	28 acres (approximately)	
structures	none	
physical description	meadow, old-growth field, beaver pond, some woods	
special habitat(s)	meadow, wetlands	
special species(s)	bobolink, butterflies/dragonflies	
special views(s)	meadow itself, hills to north and east	
special other	wetlands in nw, orchard on ne, field pine s border	
notes	on-going monitoring project especially for birds, butterflies	
	inventory of herbaceous, woody plants	
	WHIP grant for grassland restoration, 2002-2007	

East Leverett Meadow												
Land owners information												
date of deed: 2/26/1999 from William Sawin to Rattlesnake Gutter Trust												
last name	first name(s)	other names	street address	town	state	zip	phone	email	description of abutters land	Franklin County Registry of Deeds book/page	Assessor's map number	
present owner	Rattlesnake Gutter Trust											
abutters from roadside entrance to east (K. Cons. Restr)	Kuzmeski											
	Paul W.		6 Buttercup Circle	Auburn	ME	04210						
	Michael L	Sheila J. Seaman	42 Cushman Road	Leverett	MA	01054	413-548-8184					8-130
(farm)	Kevin		64 Cushman Road	Leverett	MA	01054						8-129
(tavern)	Joe & Phelney		76 Cushman Road	Leverett	MA	01054	(owners may be Jesse and Mazine Tillotson, 81 Shattuck Rd, Hadley, 01035)					8-127
(north side)	Paul		Rte 8 P.O. Box 232	Otis	MA	01253						8-126
(112 Teavaddale east side)	Joseph	Laura Jones	391 Silver Street	Belchertown	MA	01007						7-175
	Chester Dominy	Abandoned Meanders	20 Cushman Road	Leverett	MA	01054						8-131

East Leverett Meadow											
Land owners information											
date of deed: 2/26/1999 from William Sawin to Rattlesnake Gutter Trust											
description	last name	first name(s)	other names	street address	town	state	zip	phone	email	Franklin County Registry of Deeds book/page	Assessor's map number
	Rattlesnake Gutter Trust									3259 p220 3424 p141 3525 p146, PB 101 p 44	8-125
abutters from north, clockwise											
(north side)	Adams	Paul	Shawn Bowman	Rte 8 P.O. Box 232	Otis	MA	01253			3133 p195	8-124
(tavern)	Tillotson	Jesse and Mazine	Trademark Real Estate	104 Sugarloaf	S.Deerfield	MA	01373			2056 p145	8-126
(farm)	Truehart	Kevin		64 Cushman Road	Leverett	MA	01054			5783 p36	8-127
SE corner	Williams	Michael L.	Sheila J. Seaman	42 Cushman Road	Leverett	MA	01054	413-548-8184		2751 p46, PB 35 p48	8-129
(K Cons. Restr)	Kuzmeski	Paul W.		6 Buttercup Circle	Auburn	ME	04210			3525 p 146, PB 101 p44 3699 p141	8-130
SW corner	Cramer	Chester Dominy	Adandoned Meanders	20 Cushman Road	Leverett	MA	01054			3224 p76	8-131
west side	Sincuk	Joseph	Laura Jones	112 Teawaddle Road	Leverett	MA	01054			1579 p204	7-175

Abstract: East Leverett Meadow

William L Sawin to Rattlesnake Gutter Trust, February 26th, 1999

Includes "any other rights and easements" (not listed)

"Subject to the right of the New England Power Company to erect, service, and otherwise maintain electrical power transmission facility and all other easements of record."

MAW 5/19/2003

220.

Services
De Ann
Cushman Rd
Lewell, VT

SEE

QUITCLAIM DEED

BOOK 3525
PAGE 141

SEP 11 2 36 PM '97

I, William L. Sawin, Route 4A, Fair Haven, Vermont,
in consideration of Eighty-Five Thousand and 001/100 Dollars
(\$85,000.00) paid,
grant, with quitclaim covenants,
to The Rattlesnake Cutter Trust, Inc., a Massachusetts not-for-
profit corporation, having a mailing address of P. O. Box 195,
Leverett, Massachusetts 01054,

The land in Leverett, Franklin County, Massachusetts, more
particularly described on Exhibit A attached hereto and made a part
hereof.

WITNESS my hand and seal this 5th day of September, 1997.

Supreme Court
Witness

William L. Sawin
William L. Sawin

STATE OF VERMONT

Rutland ss.
(County)

September 5 1997

Then personally appeared the above-named William L. Sawin and
acknowledged the foregoing instrument to be his free act and deed,
before me,

Supreme Court
Notary Public
My Comm. Exp. 2-10-99

092393-03:sawin.ded



1997 00010328
Bk: 3259 Pg: 220 Doc: DEED
Page 1 of 5 09/11/1997 02:36PM

3259

EXHIBIT A

DEEDS REC. 11
LEVERETT
1/2/74

TAX 287.60
CASH 287.60
SIGNATURE 24132
EXCISE TAX

221

The land shown as "Dorothy King Stirling's Roaring Brook Farm - ... 1/2 Acres, A Portion of Ass'rs' Lot No. BA-1" and the land shown as "D. King Stirling's Roaring Br. Lot No. 3, Cont. 1 3/4 Acres, Portion of Ass'rs' Lot BA-1," all as more particularly shown on "Plan Showing Roaring Brook Farm, Etc., Portions of Dorothy King Stirling Situated in Leverett, Franklin, Massachusetts, Drawn from Surveys by T. B. Slack 1963-1974" recorded with Franklin County Registry of Deeds in Plan Book 39, Page 40, more particularly bounded and described as follows:

Beginning at an iron pin located on the north side of East Leverett Road at southwesterly corner of land shown on said plan as "D. King Stirling's Roaring Br. Lot No. 3, Cont. 1 3/4 Acres," (hereinafter "Kuzneski land");

thence running N. 80° 52' W. along East Leverett Road a distance of 50.00 feet to an iron pin located on the northerly side of East Leverett Road;

thence running N. 88° 00' W. along the northerly side of East Leverett Road a distance of 150.00 to an iron pin on the northerly side of East Leverett Road at land now or formerly of Thom & Dorothy Kirley as shown on the above-referenced Plan;

thence turning and running N. 16° 09' W. along said Kirley land a distance of 285.50 feet to an iron pin and stone at land now or formerly of said Kirley;

thence running N. 16° 09' 30" W. a distance of 55 feet, more or less, to an unmarked corner in the center of Roaring Brook as shown on the above-mentioned plan;

thence turning and running southwesterly, along the center of said Roaring Brook, a distance of 585 feet, more or less, to an unmarked corner in the center of Roaring Brook as shown on the above-mentioned plan;

thence turning and running N. 16° 26' 30" E. along land now or formerly of James L. Glacier a distance of 1326 feet, more or less, to a found iron pin in old fence as shown on the above-referenced plan;

thence turning and running S. 74° 39' 40" E. along land now or formerly of Adams as shown on said plan a distance of 1305.2 feet to a found iron pin in wall as shown on said plan;

thence turning and running S. 6° 25' 30" E. along said land of Adams a distance of 487.68 feet to an iron pin at fence corner at land now or formerly of Truehart Farm as shown on said plan;

3259

222

thence turning and running N. 82° 44' W. along said land of Truehart Farm a distance of 168.66 feet to a concrete bound;

thence turning and running S. 5° 44' W. along said land of Truehart Farm a distance of 286.37 feet to an iron pin at land now or formerly of R. Stuart Bicknell & Nancy Bicknell as shown on said plan;

thence turning and running N. 87° 08' W. along said Bicknell land a distance of 342.6 feet to an iron pin;

thence turning and running S. 4° 00' W. along said Bicknell land a distance of 357.36 feet to an iron pin on the northerly side of East Leverett Road at the southwesterly corner of land of Bicknell as shown on said plan;

thence turning and running N. 80° 51' W. along East Leverett Road a distance of 50.0 feet to a stone bound on the northerly side of said "Kuzneski land" as shown on said plan;

thence turning and running N. 4° 00' E. along said "Kuzneski land" a distance of 556.26 feet to a stone bound;

thence turning and running N. 86° 00' W. along said "Kuzneski land" a distance of 257.27 feet to a stone bound;

thence turning and running S. 4° 00' W. along said "Kuzneski land" a distance of 208.74 feet to an unmarked corner in the center of Roaring Brook as shown on said plan;

thence continuing S. 6° 00' E. along said "Kuzneski land" a distance of 334.40 feet to a stone bound on the northerly side of East Leverett Road at the point of beginning.

Also conveying herewith a right of way more particularly described in Deed of Stanley J. Kosloski and Angelina M. Kosloski to Dorothy King Stirling dated March 29, 1963, and recorded with the Franklin County Registry of Deeds Book 1151, Page 36.

Also hereby including all other rights and easements that are or may be appurtenant to the land described.

Subject to right of the New England Power Company to erect, service, and otherwise maintain electrical power transmission facilities and all other easements of record.

Being the premises conveyed by Deed of Dorothy King Stirling to Valerie G. Sawin dated August 30, 1974, recorded with the Franklin County Registry of Deeds in Book 1403, Page 60. Being also a portion of the premises conveyed by Deed of Stanley J. Kosloski and Angelina M. Kosloski to Dorothy King Stirling dated March 29, 1963, recorded with the Franklin County Registry of Deeds Book 1151, Page 36.

3259

223

The said Dorothy King Stirling died a resident of Leverett, Franklin County, Massachusetts, on January 11, 1978. See Franklin County Probate Docket No. 48425.

For grantor's title, see Estate of Valerie O. Sawin, Franklin County Probate docket No. 94P-0303.

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1999 00010297
Bk: 3525 Pgr: 141 Doc: DEED
Page 1 of 5 07/28/1999 11:01AM

141
B 3 259 Page

AFFECTED PREMISES
30 Acres, Cushman Road
LEVERETT, Massachusetts

QUITCLAIM DEED

William L. Sawin, Route 4A, Fair Haven, Vermont

in consideration of ONE and NO/100 (\$1.00) DOLLAR grants 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 c/o Annette N. Gibavic, Rattlesnake Gutter Road, Leverett, MA 01034

with QUITCLAIM covenants

the land in Leverett, more particularly described in Exhibit "A" attached hereto and made a part of.

This deed is intended to confirm a principal deed from William L. Sawin dated September 5th, 1997 and recorded in the Franklin County Registry of Deeds at Book 3259, Page 220, and to set forth the correct name of the Grantee.

Executed as a sealed instrument this 26th day of February, 1999

Witness:

William L. Sawin
William L. Sawin

STATE OF VERMONT

Rutland County, Town of Fair Haven, Feb. 26, 1999

Then personally appeared the above named William L. Sawin and acknowledged the foregoing instrument to be his free act and deed, before me,

Mary J. Phelps 2/1/03
Notary Public
My Commission Expires:

REC. JAN 29 4 11: 01

142

County Clerk
Form No. 8

The State of Vermont does not require
recorders to have a seal nor, if having one, the
impression of same be filed in this office.
(200 (old of 50) R.S.)



STATE OF VERMONT

CERTIFICATE OF APPOINTMENT
NOTARY PUBLIC
COUNTY CLERK'S OFFICE

Notary Public, County

I, Ray S. Johnson, Clerk of the County aforesaid, and of the Superior Court, in and for said County, the same being a Court of record, and having a seal do hereby certify that RAY, A. Phelps, whose name is subscribed to the certificate above or acknowledgment of the assented instrument and witness thereon, was, at the time of taking such acknowledgment, a NOTARY PUBLIC in and for the said County, dwelling therein commissioned, sworn, and duly authorized to take the same, to administer oaths, take depositions, and the acknowledgment of deeds and other conveyances of real estate to be recorded in this State. And further, that I am well acquainted with the handwriting of said NOTARY PUBLIC, and verily believe that the signature to the said Certificate above or acknowledged is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Superior Court, at Rutland, in said County, the 21st day of July, 19 39.

Ray S. Johnson Clerk

EXHIBIT A

The land shown as "Dorothy King Stirling's Roaring Brook farm - 20 1/3 Acres, A Portion of Ass'srs' Lot No. 3, Cont. 1 3/4 Acres" and the land shown as "D. King Stirling's Roaring Br. Lot No. 3, Cont. 1 3/4 Acres, Portion of Ass'srs' Lot 8A-1," all as more particularly shown on "Plan Showing Roaring Brook Farm, Etc., Properties of Dorothy King Stirling Situated in Leverett, Franklin, Massachusetts, Drawn from Surveys by T. B. Slack 1963-1974" recorded with Franklin County Registry of Deeds in Plan Book 39, Page 40, more particularly bounded and described as follows:

beginning at an iron pin located on the north side of East Leverett Road at southwesterly corner of land shown on said plan as "D. King Stirling's Roaring Br. Lot No. 3, Cont. 1 3/4 Acres," (hereinafter "Kuzneski land");

thence running N. 80° 51' W. along East Leverett Road a distance of 50.00 feet to an iron pin located on the northerly side of East Leverett Road;

thence running N. 85° 00' W. along the northerly side of East Leverett Road a distance of 150.00 to an iron pin on the northerly side of East Leverett Road at land now or formerly of Thos & Dorothy Kirley as shown on the above-referenced Plan;

thence turning and running N. 16° 09' W. along said Kirley land a distance of 285.50 feet to an iron pin and stone at land now or formerly of said Kirley;

thence running N. 16° 09' 30" W. a distance of 55 feet, more or less, to an unmarked corner in the center of Roaring Brook as shown on the above-mentioned plan;

thence turning and running southwesterly, along the center of said Roaring Brook, a distance of 500 feet, more or less, to an unmarked corner in the center of Roaring Brook as shown on the above-mentioned plan;

thence turning and running N. 16° 26' 30" E. along land now or formerly of James L. Glazier a distance of 1326 feet, more or less, to a found iron pin in old fence as shown on the above-referenced plan;

thence turning and running S. 74° 39' 40" E. along land now or formerly of Adams as shown on said plan a distance of 1305.2 feet to a found iron pin in wall as shown on said plan;

thence turning and running S. 6° 25' 30" E. along said land of Adams a distance of 487.68 feet to an iron pin at fence corner at land now or formerly of Truehart Farm as shown on said plan;

144

thence turning and running N. 82° 44' W. along said land of Trushart Farm a distance of 168.66 feet to a concrete bound;

thence turning and running S. 5° 44' W. along said land of Trushart Farm a distance of 286.37 feet to an iron pin at land now or formerly of R. Stuart Bicknell & Nancy Bicknell as shown on said plan;

thence turning and running N. 87° 00' W. along said Bicknell land a distance of 342.6 feet to an iron pin;

thence turning and running S. 4° 00' W. along said Bicknell land a distance of 357.36 feet to an iron pin on the northerly side of East Leverett Road at the southwesterly corner of land of Bicknell as shown on said plan;

thence turning and running N. 80° 51' W. along East Leverett Road a distance of 50.0 feet to a stone bound on the northerly side of said "Kuzneski land" as shown on said plan;

thence turning and running N. 4° 00' E. along said "Kuzneski land" a distance of 556.26 feet to a stone bound;

thence turning and running N. 86° 00' W. along said "Kuzneski land" a distance of 257.27 feet to a stone bound;

thence turning and running S. 4° 00' W. along said "Kuzneski land" a distance of 238.74 feet to an unmarked corner in the center of Roaring Brook as shown on said plan;

thence continuing S. 6° 00' E. along said "Kuzneski land" a distance of 334.49 feet to a stone bound on the northerly side of East Leverett Road at the point of beginning.

Also conveying herewith a right of way more particularly described in Deed of Stanley J. Kosloski and Angelina M. Kosloski to Dorothy King Stirling dated March 29, 1963, and recorded with the Franklin County Registry of Deeds Book 1151, Page 36.

Also hereby including all other rights and easements that are or may be appurtenant to the land described.

Subject to right of the New England Power Company to erect, service, and otherwise maintain electrical power transmission facilities and all other easements of record.

Being the premises conveyed by Deed of Dorothy King Stirling to Valerie G. Sewin dated August 30, 1974, recorded with the Franklin County Registry of Deeds in Book 1403, Page 60. Being also a portion of the premises conveyed by Deed of Stanley J. Kosloski and Angelina M. Kosloski to Dorothy King Stirling dated March 29, 1963, recorded with the Franklin County Registry of Deeds Book 1151, Page 36.

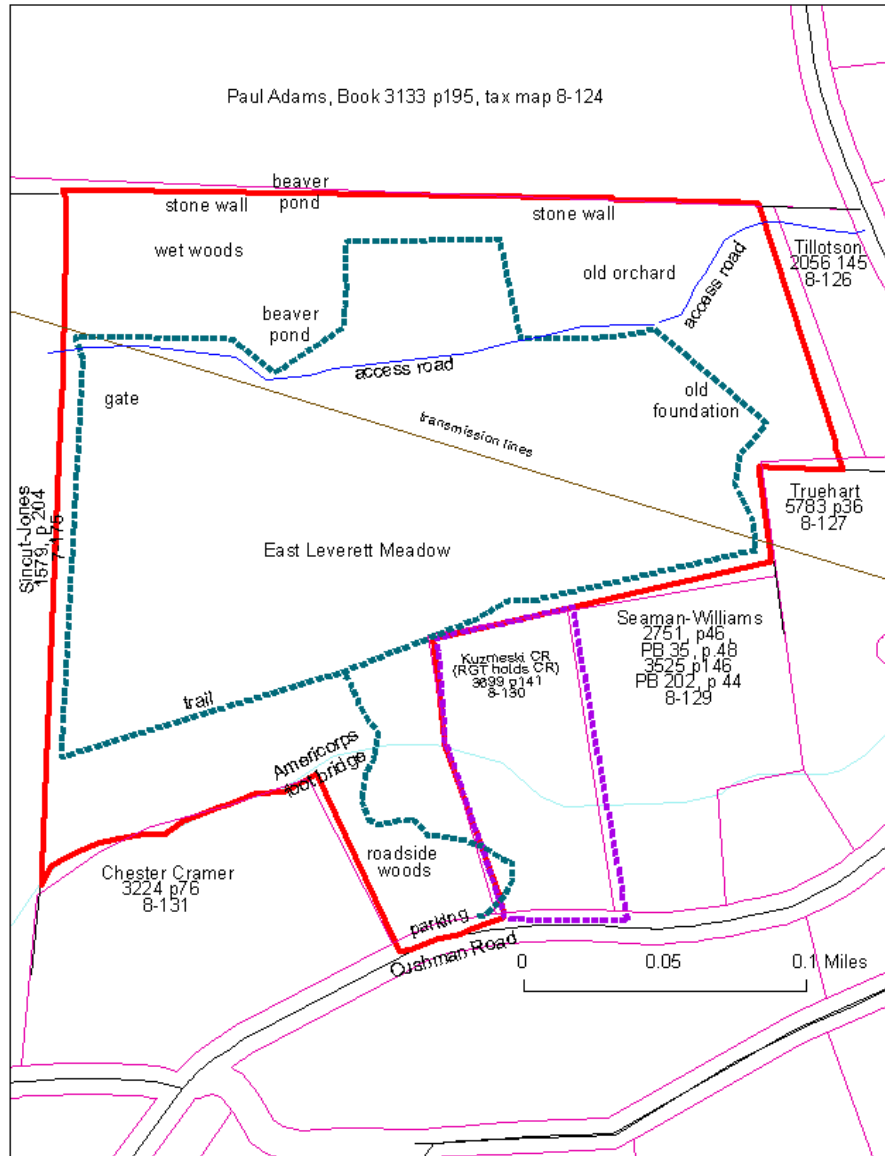
The said Dorothy King Stirling died a resident of Leverett, Franklin County, Massachusetts, on January 11, 1978. See Franklin County Probate Docket No. 48425.

For grantor's title, see Estate of Valerie O. Sewin, Franklin County Probate docket No. 94P-0303.

092393-03::sewinpl.ded

ATTEST: FRANKLIN COUNTY, MASS. H. Peter Wood, Register

East Leverett Meadow Neighboring Deeds



3699

150

-10-

EXHIBIT "A"

The following described parcel of land in Leverett, Massachusetts owned by Paul W. Kuzneski is subject to this Conservation Restriction:

the land in Leverett, Franklin County, Massachusetts, on the northerly side of the road to Cushman, now known as the East Leverett Road, bounded and described as follows:

Beginning at a stone bound in the northerly line of East Leverett Road at a point 690 feet, measured in the northerly line of East Leverett Road, easterly from the junction of East Leverett Road and Tenerville Hill Road; thence north 8° 20' west along land of Dorothy King Stirling a distance of 124.40 feet to an iron pin south of Hearing Brook thence continuing north 8° 00' west along land of Dorothy King Stirling 20 feet, more or less, to a point in the center of Hearing Brook; thence north 4° 00' east along land of Dorothy King Stirling a distance of 208.74 feet to a stone bound; thence south 86° 00' east along land of Dorothy King Stirling a distance of 257.37 feet to a stone bound; thence south 4° 00' west along land of Dorothy King Stirling to and crossing Hearing Brook and passing through an iron pin south of Hearing Brook to a stone bound in the north line of East Leverett Road a total distance of 556.26 feet; thence north 80° 51' west in the north line of East Leverett Road a distance of 200.00 feet to the stone bound at the point of beginning. Containing an area of three (3) acres of land, more or less.

Being the same as conveyed to the grantors herein by Dorothy King Stirling by her deed dated June 24, 1874 and recorded in the Franklin County Registry of Deeds at Book 1395, Page 43.

For Grantors title, see Franklin County Registry of Deeds at Book 1531, Page 6.

ATTEST: FRANKLIN COUNTY, MASS. H. Peter Wood, Register

3525



1999 00010299
Bl: 3525 Pg: 146 Doc:DEED
Page 1 of 3 07/28/1999 11:01AM

146

Premises: Cushman Road
Leverett, Massachusetts

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 c/o Annette N. Ghrvic, Rattlesnake Gutter Road, Leverett, MA 01034

for consideration paid in the sum of ONE AND 00/100 DOLLARS (\$1.00)

grant to Michael L. Williams and Sheila J. Seaman, husband and wife, as tenants by the entirety, of 42 Cushman Road, Leverett, Massachusetts 01054

FRM JUL 28 A B: 01

WITH QUITCLAIM COVENANTS

The land on Cushman Road in Leverett, Franklin County, Massachusetts, together with the buildings thereon, bounded and described as follows:

Beginning at a stone bound on the northerly side of Cushman Road, which point is the westerly corner of the herein described premises, thence running N. 04° 00' 00" E. along land now or formerly of Paul W. Kuzneski a distance of 556.26 feet to a stone bound, thence S. 87° 08' 00" E. along remaining land of grantor, formerly of William Swain, a distance of 394.66 feet to an iron pin to be set; thence S. 05° 44' 00" W. along land now or formerly of Alice M. Truehart a distance of 74.45 feet to a point; thence N. 87° 08' 00" W. a distance of 342.60 feet to a point; thence S 04° 00' 00" W. a distance of 487.36 feet to an iron pin on the northerly side of Cushman Road, the last two courses being along land now or formerly of grantor; thence S. 80° 51' 00" W. along the northerly sideline of Cushman Road a distance of 50.00 feet to the stone bound at the point of beginning. Containing 1.2258 acres, more or less.

Being shown as parcel 1A on a plan entitled "Plan of Land in Leverett, Massachusetts prepared for Michael L. Williams and Sheila J. Seaman" dated August 10, 1997 and recorded in the Franklin County Registry of Deeds in Plan Book 101, Page 94

Being a portion of the premises conveyed to grantors by deed of William L. Swain dated February 26, 1959 and recorded in the Franklin County Registry of Deeds in Book 354, Page 147

In Witness Whereof, The Rattlesnake Gutter Trust, has caused its seal to be hereto affixed and these presents to be signed in its name and behalf by Steve Wise its Chair this 23rd day of July, 1999.

In the presence of

3525

147

[Signature]
Witness

The Rattlesnake Gutter Trust
by *[Signature]*
Stephen Weiss, Co-Chairperson

THE COMMONWEALTH OF MASSACHUSETTS

FRANKLIN, SS.

July 7, 1999

Then personally appeared the above named Steve Wise, as aforesaid, and acknowledged the foregoing instrument to be the free act and deed of The Rattlesnake Gutter Trust,

Before me, *[Signature]*
Kenneth P. Kahn, Notary Public
My Commission Expires: 3/19/05

notarypublic.com

3525

148

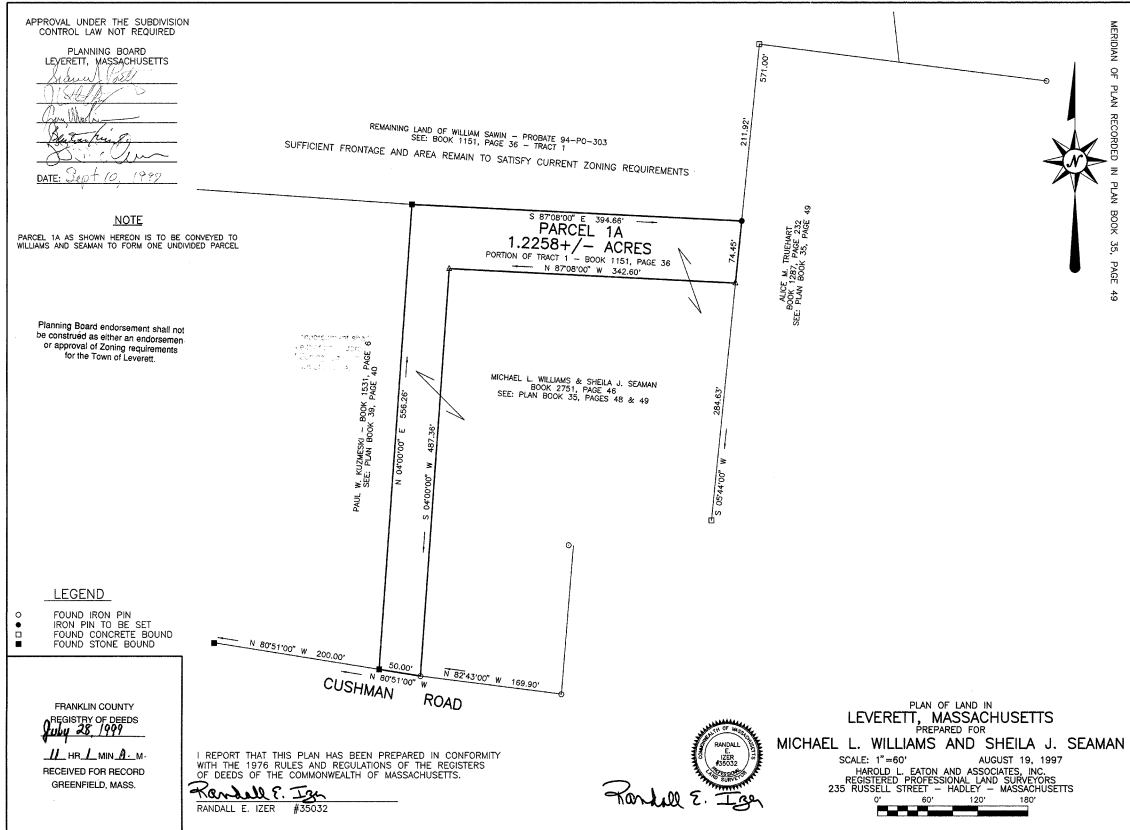
TO WHOM IT MAY CONCERN:

At a duly called meeting of the Rattlesnake Getter Trust at which a quorum was present it was unanimously voted that the Trust should convey for \$1.00 (one dollar) to Michael L. Williams and Sheila J. Scaman the 1.2 acre parcel of land shown as Parcel 1A on a plan dated August 10, 1997 and located on Cushman Road in Leverett, Massachusetts. It was further voted that either of the Co-Chairpersons of the Trust are hereby authorized to execute the Deed and deliver any additional required documentation. This letter further certifies that Annette Gibovic is the Secretary of the Trust, and that Stephen Wines and Glen Ayres are the Co-Chairpersons of the Trust.

Annette Gibovic
Annette Gibovic
Secretary, Rattlesnake Getter Trust

Date *June 7, 1999*

ATTEST: FRANKLIN COUNTY, MASS. H. Peter Wood, Register



Deeds of Neighboring Properties: ADAMS

3133



1996 0008401
Bk: 3133 Pg: 195 Doc:DEED
Page 1 of 4 07/25/1996 11:28AM

195

QUITCLAIM DEED

I, BARRARA S. ADAMS, of Main Road, Tyringham, Berkshire County, Massachusetts, for no consideration as this constitutes a transfer and not a sale, grant to PAUL W. ADAMS, of Route 8, Box 232, Otis, Berkshire County, Massachusetts, 01253, with QUITCLAIM COVENANTS, the land in Leverett, Franklin County, Massachusetts, bounded and described in Exhibit "A" attached.

Shelburne Road, Leverett, MA

MA 25 11 28 AM '96

EXHIBIT "A"

Beginning at the southeast corner of the tract herein conveyed at the end of an old stone wall on the westerly line of the road leading from Leverett through East Leverett to Cushman;

thence North 77° 10' West (along said stone wall for several hundred feet), one thousand seven hundred eighty-three (1783) feet along land of the grantor to an iron pin set in the corner of an old barbed wire fence;

thence southerly along said fence to an iron pin set in a corner of said fence;

thence westerly to an iron pin set in a corner of said fence;

thence southerly to an iron pin set in the corner of said fence;

thence westerly to an iron pin set in the corner of said fence;

thence southerly along said fence to an iron pin set in the northerly line of land now or formerly of one Robert Woodard;

thence westerly along said Woodard land, across Meadow Brook, so-called, to a stake and stones set along the side of an open ditch;

thence northerly along said open ditch along land now or formerly of one H. D. Allen two thousand four hundred eighty (2480) feet to a point;

thence North 12° 30' East, four hundred (400) feet to a stake and stones set in the southerly line of land now or formerly of one D. L. Conings;

thence South 81° 30' East, two hundred eighty (280) feet across said Meadow Brook to a stake and stones set in the westerly line of land now or formerly of one W. R. Glazier;

thence South 19° 30' West, five hundred fifty-two (552) feet more or less along land of said Glazier to a point;

thence South 85° 10' East, seven hundred twenty-nine (729) feet along the southerly line of said Glazier land to the westerly line of land now or formerly of Kiffie Maskins, more recently owned by Frank Bartlett;

thence South 4° 15' West, three hundred eighty-nine (389) feet to the southwesterly corner of said Bartlett land;

thence easterly along said Bartlett land to the northwesterly corner of the land conveyed by the grantor to Amy E. Kohn and Jeffrey C. McQueen by a deed dated November 23, 1978 and recorded in the Franklin County Registry of Deeds in Book 1564, Page 170ac.;

thence South 5° 55' 31" West, a distance of three hundred thirty-five and eight one-hundredths (335.08) feet to an iron pipe;

thence South 88° 29' 00" East, a distance of two hundred six and seventy-eight one-hundredths (206.78) feet to the westerly line of the said road leading from Leverett through East Leverett to the Village of Cushman;

thence southerly along said road to the point of beginning.

The above-described tract of land is conveyed subject to a pole line easement as conveyed to the Connecticut River Transmission Company by a deed of Frederick F. Adams and Jeanette S. Adams, dated June 20, 1912 and recorded in said Registry of Deeds in Book 570, Page 247.

Also hereby conveying a right of way, in common with others, on the most northerly roadway, as it now runs, from the said road leading from Leverett through East Leverett to Cushman, to the intersection of said most northerly roadway and the "main roadway," as it now runs, leading from near the Adams home place westerly under the high tension transmission line to and through a gate in the old barbed wire fence hereinbefore referred to, and a right of way on said "main roadway" from said intersection to and through the gate in said old barbed wire fence.

A part of the above-described tract of land is hereby conveyed subject to a Certificate of Management under the provisions of Chapter 41 of the General Laws (Ter.Ed.) of said Commonwealth issued to the grantor and effective from January 1, 1982 which is recorded in said Registry of Deeds in Book 1675, Page 202.

Excepting and reserving from the above-described premises the following described parcels of land:

The parcel of land described in a deed from Stetson K. Adams, Barbara S. Adams and Paul W. Adams to the Inhabitants of the Town of Leverett dated December 28, 1904 and recorded in the Franklin County Registry of Deeds in Book 1831, Page 206 & c.

Being a portion of the premises conveyed to Stetson K. Adams, Barbara S. Adams and Paul W. Adams by deed of Stetson K. Adams dated December 4, 1904 and recorded in the Franklin County Registry of Deeds in book 1831, Page 492c. Stetson K. Adams died October 9, 1904.

198

Witness my hand and seal this 8th day of July, 1996.

Brian J. Litscher
Witness

Barbara S. Adams
BARBARA S. ADAMS

COMMONWEALTH OF MASSACHUSETTS

BERKSHIRE, SS.

July 8, 1996

Then personally appeared the above named Barbara D. Adams and acknowledged the foregoing instrument to be her free act and deed.

Brian J. Litscher
Brian J. Litscher
Notary Public
My Commission Expires: 1/15/98



ATTEST: FRANKLIN COUNTY, MASS. H. Peter Wood, Register

2055

144

KNOW ALL MEN BY THESE PRESENTS that I,

JUDITH C. BROCK, Guardian of Stacey Dane Cruff Brock
under license granted by the Hampshire County Probate Court on January 2, 1987

of Asherut, Hampshire County, Massachusetts,
being unmarried, for consideration paid, and in full consideration of
One (\$1.00) DOLLAR and other valuable consideration

grant to JESSE I. TILLOTSON and MAXINE TILLOTSON, Husband and Wife
of 65 Sheffuck Road, Hadley formerly
of 52 Hill Hollow Apartments, Asherut, Massachusetts

All my right, title and interest to the land in Leverett, Franklin County,
Massachusetts more particularly bounded and described in Exhibit "A" attached
hereto and incorporated herein by this reference.

This conveyance is made for the purpose of conveying the moiety interest which
passed to Stacey Dane Cruff Brock when her father Roger D. Cruff died intestate
February 12, 1976. See Hampshire County Probate Case Number 43427 and case
number 30998.

This creates no new boundaries

Cushman Road, Leverett, Massachusetts



1987 0000404
Bk: 2055 Pg: 144 Doc:DEED
Page 1 of 3 01/13/1987 12:00PM

Executed as a sealed instrument this twelfth day of January 1987
Judith C. Brock
Judith C. Brock (guardian of
Stacey Dane Cruff Brock)

The Commonwealth of Massachusetts

Hampshire ss. January 12, 1987

Then personally appeared the above named Judith C. Brock

and acknowledged the foregoing instrument to be
Before me, *Richard H. Nowland*
Richard H. Nowland
My commission expires May 15, 1992

Exhibit "A"

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

BEGINNING at the Northeasterly corner of the land conveyed at an eighteen (18) inch maple tree in the Westerly line of the highway running from Leverett through East Leverett to Amherst; thence running Southerly along the Westerly line of said highway, a distance of four hundred sixty-six (466) feet, more or less, to a chestnut stump marking the Northeasterly corner of land now or formerly of one Kosloski; thence running N. 84° 45' W. a distance of one hundred eighty-three (183) feet along said Kosloski's land to an iron pin; thence running N. 8° W., a distance of four hundred eighty-seven (487) feet along land conveyed by Elizabeth Adams Germain to Stanley J. and Angeline M. Kosloski to an iron pin; thence S. 75° 55' E. along land now or formerly of Stetson K. Adams, a distance of one hundred seventy (170) feet to the place of beginning.

The above described tract is SUBJECT TO a sixteen and one-half (16-1/2) foot right of way conveyed to Stetson K. Adams, his heirs, grantees, and assigns, and conveyed to Stanley J. Kosloski et ux and their heirs, grantees and assigns as it now runs across the land conveyed and as described in the plan showing land conveyed by Elizabeth K. Adams to Stanley Kosloski, said plan being prepared by Davis Eng. Co. and dated April 7, 1949, and recorded in the Franklin County Registry of Deeds on April 18, 1949, in Plan Book 7, Page 101.

ALSO all the right, title and interest in and to the well and water and to the rights appurtenant thereto, situated on the Easterly side of the highway from Leverett through East Leverett to Amherst. Said well is near the East Leverett School House and pipes run from said well to the location of the old barn near the Adams home place.

For title see deed of Richard W. Cobbe and Susan B. Cobbe to Roger D. Cruft, Kurt M. Hertzfeld, Jr., David P. Sackett and Robert C. Chisholm, d/b/a C.C. Sackfeld Associates dated January 3, 1973 and recorded with Franklin County Registry of Deeds at Book 1332, Page 38.

SUBJECT TO a mortgage to Greenfield Savings Bank in the stated amount of \$65,000.00 and recorded with Franklin County Registry of Deeds at Book 1394, Page 189.

2055

146

FILED

COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE, ss.

PROBATE COURT
50993

At a Probate Court held at Northampton, in and for said County of Hampshire, on the second day of January,

in the year of our Lord one thousand nine hundred and eighty-seven.

ON the petition of Judith C. Brock

guardian

of Stacey Dana Cruff Brock

of Northampton in said County of Hampshire,

minor praying for license to

sell certain real estate of her ward described in said petition,

~~XXXXXXXXXXXX~~

at private sale in accordance with the offer named in said petition or upon such

terms as may be adjudged best ~~XXXXXXXXXXXX~~ if she shall think best so to do.

All persons interested having ~~XXXXXXXXXXXX~~ been duly notified

~~XXXXXXXXXXXX~~ and no person objecting thereto; and it

appearing that said offer is an advantageous one, and that the interest of all

parties concerned will be best promoted by the acceptance of said offer and that it is

necessary that said ward interest shall be sold ~~XXXXXXXXXXXX~~

IT IS DECREED that the petitioner be licensed to sell and convey

~~XXXXXXXXXXXX~~

at private sale, in accordance with said offer or for a larger sum ~~XXXXXXXXXXXX~~

if she shall think best so to do,

the real estate of said ward described in said petition for the purposes aforesaid.

~~XXXXXXXXXXXX~~

~~XXXXXXXXXXXX~~

~~XXXXXXXXXXXX~~

~~XXXXXXXXXXXX~~ Judge of Probate Court.



Hampshire, ss., Probate Court, Northampton, Mass., January 12, 1987

A true photocopy.

Attest: Robert D. Johnson Register

Franklin ss. Rec'd for record 10 Wb. 3 Min A. M. January 13, 1987



QUITCLAIM DEED

WE, KRISTINA TRUEHART, f/k/a KRISTINA MITCHELL of 64 Cushman Road, Leverett, Massachusetts, and KIMBERLY COBLE, f/k/a KIMBERLY TRUEHART, of 33 West Pelham Road, Shutesbury, Massachusetts, as Administrators of the Estate of Kevin George Truehart, appointed by the Franklin County Probate and Family Court, Docket No. 07P0339-AD1,

in consideration of One (\$1.00) Dollar to us paid,

grant, with QUITCLAIM COVENANTS,

to KRISTINA^M TRUEHART, of 64 Cushman Road, Leverett, Massachusetts, and KIMBERLY COBLE, of 33 West Pelham Road, Shutesbury, Massachusetts

The land in Leverett, Franklin County, Massachusetts, bounded and described on "EXHIBIT A" attached hereto and made apart hereof.

BEING the same premises conveyed to Kevin G. Truehart by deed of Alice M. Truehart dated November 21, 2003 recorded in the Franklin County Registry of Deeds in Book 4478, Page 253. See Franklin County Probate and Family Court Docket No. 07P0339-AD1.

NO TITLE EXAMINATION WAS COMPLETED IN RELATION TO THIS TRANSFER.

Witness our hands and seals this 4 day of November, 2009.

64 Cushman Road
Leverett

Witness

Kristina Truehart, Administrator

Witness

Kimberly Coble, Administrator

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss.

November 4 2009

Then personally appeared the above-named Kristina Mitchell proved to me through satisfactory evidence of identification, which was driver's license, to be the persons whose name is signed on the preceding or attached document, and acknowledged that she signed it voluntarily for its stated purpose.


Barbara L. Hawley, Notary Public
My Commission Expires: 07/29/16

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss.

November 4 2009

Then personally appeared the above-named Kimberly Coble, proved to me through satisfactory evidence of identification, which was driver's license, to be the persons whose name is signed on the preceding or attached document, and acknowledged that she signed it voluntarily for its stated purpose.

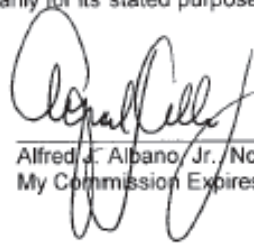

Alfred J. Albano, Jr., Notary Public
My Commission Expires: 9/27/13

EXHIBIT A

BEGINNING at an iron pin in the fence on the northwesterly side of East Leverett Road in said Leverett and being the southeasterly corner of so-called Roaring Brook Lot, thence running North fifty-eight degrees, fifty minutes East (N. 58° 50' E.), a distance of ninety (90) feet along the northerly line of East Leverett Road to an iron pin. Thence continuing North fifty-three degrees, zero minutes East (N. 53° 00' E.) along the north side of said East Leverett Road, a distance of one hundred twenty-five and zero one-hundredths (125.00) feet to an iron pin, thence continuing along the said East Leverett Road with a radius of two hundred twenty and zero one-hundredths (220.00) feet, a distance of one hundred sixty-one and twenty-nine one-hundredths (161.29) feet to an iron pin, thence continuing along the westerly line of said East Leverett Road North eleven degrees, zero minutes East (N. 11° 00' E.), a distance of three hundred and zero one-hundredths (300.00) feet to an iron pin. Thence continuing along the westerly side of said East Leverett Road North seven degrees, zero minutes East (N. 7° 00' E.), a distance of one hundred fifty and zero one-hundredths (150.00) feet to an iron pipe in a rotted stump at land now or formerly of one Stetson. Thence running North eighty-two degrees, forty-four minutes West (N. 82° 44' W.), along said land of Stetson, a distance of three hundred forty-six and eighty one-hundredths (346.80) feet to a concrete bound at other land of Dorothy King Stirling. Thence running South five degrees, forty-four minutes West (S. 5° 44' W.) along land of said Dorothy King Stirling, a distance of five hundred seventy-one and zero one hundredths (571.00) feet to an iron pipe at a gate post. Thence running south five degrees, forty-four minutes West (S. 5° 44' W.) along land of Dorothy King Stirling and being known as Roaring Lion Lot, a distance of one hundred fifty-four and sixty-seven one-hundredths (154.67) feet to a concrete bound. Thence continuing South twenty degrees, twenty-six minutes East (S. 20° 26' E.), a distance of twenty-five (25) feet more or less, to an unmarked corner of what was formerly Roaring Brook. Thence continuing South twenty degrees, twenty-six minutes East (S. 20° 26' E.), a distance of seventeen (17) feet, more or less, to an old iron pipe in a fence, thence continuing South twenty degrees, twenty-six minutes East (S. 20° 26' E.), a distance of one hundred eighty-six and fifty one-hundredths (186.50) feet along land of said Dorothy King Stirling and known as Roaring Brook Lot #1 to the iron pin in a fence marking the point of beginning. Containing (5) acres.

BEING a portion of the premises owned by Dorothy King Stirling and known as Truehart Farm, and shown on an unrecorded plan entitled "PLAN SHOWING PROPERTIES OWNED BY DOROTHY KING STERLING" situated in Leverett, Franklin, Massachusetts, Drawn from surveys by Tracy B. Slack 1960-1961.

SAID premises are conveyed subject to a right of way give to the Western Massachusetts Electric Company as is now in effect.

ATTEST: FRANKLIN, Joseph A. Gochinski Register

Note: there are two Seaman-Williams deeds. The other deed (from RGT to Seaman-Williams appears in the previous section)

Bk: 02751 Pg: 46

2751



1993 00002677

Bk: 2751 Pg: 046 Doc: DEED
Page 1 of 2 03/09/1993 12:51PM

46

DEED

KNOW ALL MEN BY THESE PRESENTS, that we, DONA L. WHEELER and JUDY DIXON, both of Leverett, Franklin County, Massachusetts

for consideration paid, and in full consideration of ONE HUNDRED SIXTY THOUSAND and 00/100 (\$160,000.00) DOLLARS

grant to MICHAEL L. WILLIAMS and SHEILA J. SEAMAN, as Husband & Wife, tenants by the entirety, both of 6 Oak Knoll Drive, South Deerfield, Franklin County, Massachusetts

with QUITCLAIM COVENANTS

the land in Leverett, Franklin County, Massachusetts, together with the buildings thereon, situated on the north side of East Leverett Road, bounded and described as follows:

Beginning at an iron pipe set in the northerly side of East Leverett Road, which pipe marks the southwesterly corner of the premises herein described and the southeasterly corner of a "Farm Access" as shown on the plan hereinafter mentioned; thence running N. 4° 00' E. along said "Farm Access" through two (2) iron pipes, a distance of four hundred eighty-seven and thirty-six hundredths (487.36) feet to an iron pipe; thence running S. 87° 08' E. along land of "Brook Farm" as shown on said plan three hundred forty-two and six tenths (342.60) feet to an iron pipe; thence running S. 5° 44' W. along the "Alice Truehart Farm" as shown on said plan one hundred thirty (130.00) feet to an iron pipe at a gate post; thence running S. 5° 44' W. one hundred fifty-four and sixty-seven hundredths (154.67) feet to a concrete bound; thence running S. 20° 26' E. twenty-five (25) feet, more or less, to an unmarked corner in the middle of Roaring Brook; the last two courses being along said "Alice Truehart Farm"; thence running westerly along the middle of Roaring Brook about one hundred eighty-five (185.00) feet to an unmarked corner; thence running S. 4° 37' W. along Roaring Brook Lot No. 1 as shown on said plan one hundred ninety-three and thirty-eight hundredths (193.38) feet to an iron pipe in a fence on the northerly side of said East Leverett Road; thence running N. 82° 43' W. along the northerly side of said East Leverett Road one hundred sixty-nine and ninety hundredths (169.90) feet to the place of beginning. Containing three (3.00) Acres.

Being the "Roaring Lion Lot" as shown on plan of land entitled, "Plan Showing Properties Owned by Dorothy King Sterling Situated in Leverett, Franklin, Massachusetts," drawn from surveys by Tracy B. Slack, 1960-1972, dated August 23, 1972, revised September 5, 1972, recorded with the Franklin County Registry of Deeds.

SUBJECT TO the right of the New England Power Company to erect, service and otherwise maintain electrical power transmission facilities.

For title see deed of Dona L. Wheeler to Dona L. Wheeler and Judy Dixon, dated July 7, 1982, and recorded with the Franklin County Registry of Deeds in Book 1695, Page 39. Also, see R. Stuart Bicknell and Nancy C. Bicknell to Dona L. Wheeler and Robert C. Townsend, dated July 2, 1979, and recorded with the

MA 9 12 51 PM '93

Property Address: 42 Cushman Road, Leverett, MA 01460

2751

47

Franklin County Registry of Deeds in Book 1595, Page 167. Also, see Quitclaim Deed from Robert C. Townsend to Dona L. Wheeler, dated June 13, 1981, and recorded with Franklin County Registry of Deeds in Book 1659, Page 19, on June 17, 1981.

WITNESS our hands and seals this 9th day of March 1993.

Dona L. Wheeler
Dona L. Wheeler
Judy Dixon
Judy Dixon

THE COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss.

March 9, 1993

Then personally appeared the above-named Dona L. Wheeler and Judy Dixon and acknowledged the foregoing instrument to be their free act and deed, before me.

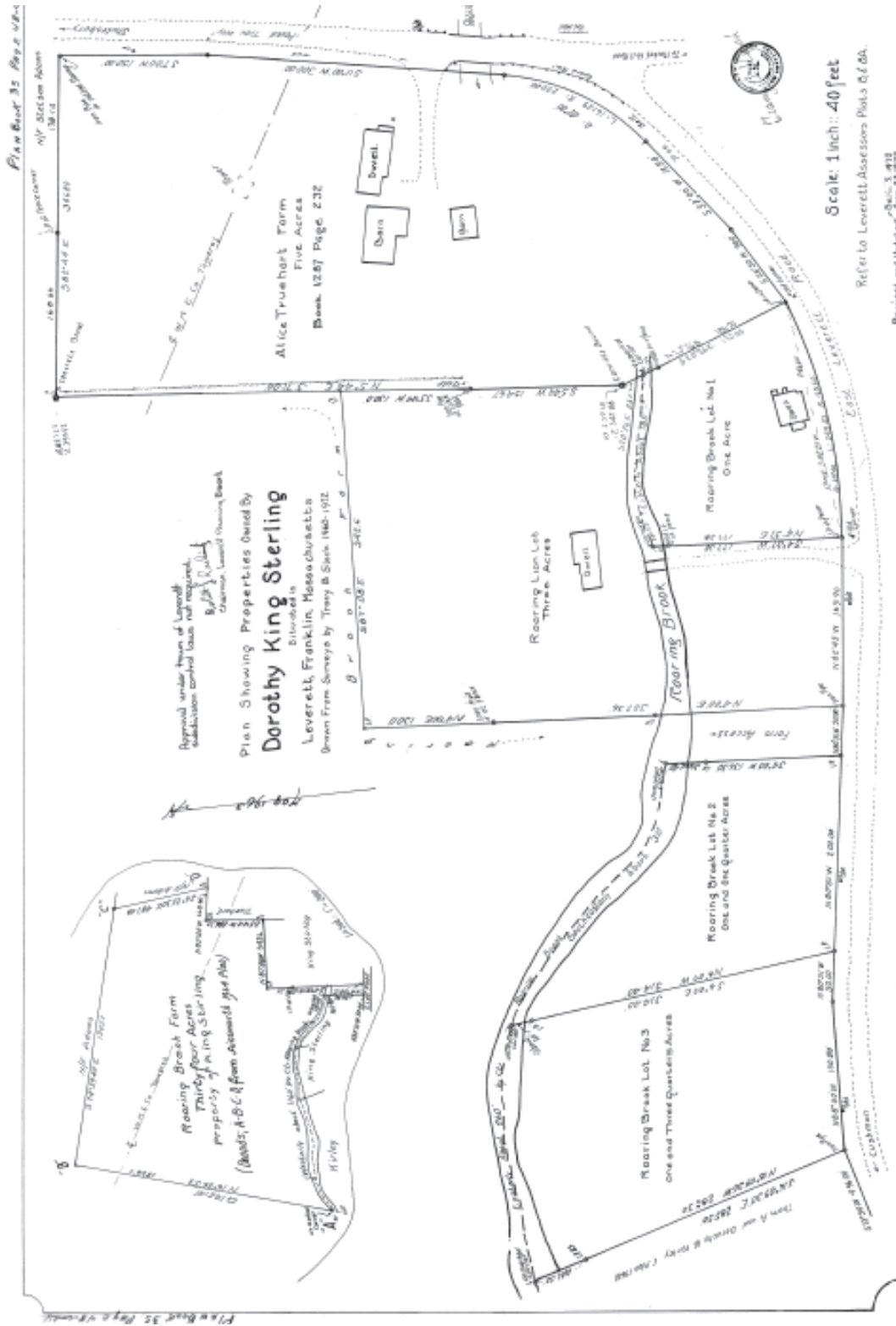
Gerald P. Ciecka
Gerald P. Ciecka, Notary Public

My commission expires: March 26, 1996

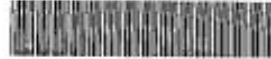
DEEDS REC 11
FRANKLIN
03/10/93
FEE 729.00
CHEN 729.00
44424135 12147
EXCISE TAX

ATTEST: FRANKLIN COUNTY, MASS. Walter T. Kostanski, Jr., Register

Note: There are two additional plans that appear in the Map Section.



3699



2000 00014477

Bk: 3699 Pg: 141 Doc:RESTR
Page 1 of 10 11/20/2000 09:14AM

141

GRANT OF CONSERVATION RESTRICTION

I, Paul W. Kuzmeski, of 101 Tearwaddle Hill Road, Leverett, Massachusetts 01054 ("the Grantor"), do hereby grant, with quitclaim covenants, in perpetuity and exclusively for conservation purposes, to THE RATTLESNAKE GUTTER TRUST, INC., a Massachusetts non-profit corporation located at 6 Rattlesnake Gutter Road, Leverett, Massachusetts 01054 ("the Grantee"), and its successors and permitted assigns, a Conservation Restriction pursuant to the provisions of M.G.L. Chapter 184, sections 31-33 as described below with respect to a certain parcel of land located in Leverett, Massachusetts and further described in a deed recorded at the Franklin County Registry of Deeds at Book 1531, Page 6 attached hereto as Exhibit A (the "Property").

WHEREAS, the Grantor and the Grantee recognize the natural, scenic, aesthetic, and special character of the Property and have the common purpose of preserving the conservation values of the Property by conveyance to the Grantee of a Conservation Restriction on, over, under, and across the Property which will preserve the natural values of the Property and prevent any use of the Property that would significantly impair or interfere with the conservation values of the Property and the Property's natural resources, and

WHEREAS, the Property lies adjacent to the East Leverett Meadow Wildlife Sanctuary owned by Grantee and as such constitutes an extension of open space devoted to conservation purposes which is open to public use, and

WHEREAS, the Property provides habitat to numerous species of birds, mammals, reptiles, and amphibians, including deer, coyotes, wild turkeys, owls, and a variety of salamanders, turtles, snakes, and fish, and

WHEREAS, the Property forms part of a riparian corridor on either side of Roaring Brook, the principal stream draining the southern slope of Freshy Mountain and the eastern portion of Leverett, and

WHEREAS, the Property will be available to the public for hiking, bird watching, and other passive outdoor recreational activities, and

WHEREAS, the Property, being located along Cashman Road and consisting of scenic and productive woodlands, visible from the public way, provides scenic views to the general public, and

WHEREAS, this Conservation Restriction is consistent with the Town's "Conservation and Outdoor Recreation Master Plan (May, 1990)."

1. Purpose.

The intent and purposes of this Conservation Restriction are to preserve the Property in its present natural, scenic, and forested condition; to promote the conservation of forests, wetlands, agricultural lands, soils, cultural watercourses, and wildlife therein and to preserve and enhance the value of abutting and neighboring resources, open spaces, and conservation areas.

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142

-2-

2. Binding Effect and Prohibited Activities.

The Grantor covenants for himself, his heirs, devisees, legal representatives, successors, and assigns that the Property will at all times be held, used, and conveyed subject to the following restrictions, which shall run with the Property in perpetuity, except as said restrictions may be limited or affected by the provisions of Section 3 below.

(a) The Property, (including, without limitation, any body of water thereon) excluding any public way or existing private right of way, shall continue to be used substantially as at present without residential, industrial, or commercial use or development.

(b) No residential dwelling, mobile home or residential trailer, tennis court, artificial swimming pool, asphalt driveway, improved roads associated with development, utility pole, tower, conduit or line, equipment, fixture, trailer, antenna, or other temporary or permanent structure or improvement shall be placed or permitted to remain on, over, or under the Property. [These prohibitions do not apply to any utility pole, tower, conduit, or line whose installation is mandated by the Town or a utility company.]

(c) No loam, peat, gravel, soil, sand, rock or other mineral resource or natural deposit shall be excavated, dredged, or removed from the Property, unless related to the uses, activities and purposes expressly permitted herein including, but not limited to the construction of recreation trails, and the conduct of sound forestry or wildlife management practices.

(d) No trees, shrubs, or other vegetation on the Property shall be cut, removed, or destroyed except that the Grantor, his heirs, devisees, successors, or assigns may perform at their expense or authorize others to perform such cutting, pruning, and removal as shall be dictated by sound horticultural, silvicultural, agricultural, or wildlife management practices and as otherwise expressly permitted herein.

(e) Neither the Grantor nor his heirs, successors, or assigns shall authorize refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, low level radioactive or hazardous waste, or other similar substances or material whatsoever to be placed, dumped, or stored on the Property.

(f) No soil shall be placed, dumped, or stored on the Property unless related to the uses, activities, and purposes expressly permitted herein.

(g) No use shall be made of the Property and no activity shall be permitted thereon which is or may be inconsistent with the intent of this grant, being the perpetual protection and preservation of the Property and its natural resources. No activity (including, but not limited to, drainage or flood control activities) shall be authorized or carried out which is significantly detrimental to the natural resources of the Property or to water quality, soil conservation, wildlife conservation or sound forestry management practices or which is otherwise wasteful of the natural resources of the Property.

(h) No commercial camping, commercial fishing, or commercial trapping, nor any commercial recreational use shall be permitted on the Property.

3699

-3-

143

(j) The Property shall not be subdivided without the written approval of the Grantee, which approval shall not be withheld unless such subdivision materially and adversely affects the purposes of this Conservation Restriction.

(k) The Property may not be used for transferring development rights to any property, whether or not adjacent to the Property or for use in calculations involving development of any other property whether or not adjacent to the Property, in any manner whatsoever.

3. Reserved Rights.

Notwithstanding any provisions of this instrument to the contrary, the Grantor hereby reserves to and for himself, his heirs, devisees, legal representatives, successors, and assigns all other customary rights and privileges of ownership including the right to privacy and the right to conduct or permit the following activities on the Property. Reserved rights shall be exercised with respect to and in compliance with all applicable state, local, and Federal laws.

(a) The maintenance and use of currently existing trails, rights of way, fences, bar ways, bridges, gates, stone walls, farm and woods roads on the Property, substantially in their present condition, or as reasonably improved, if necessary for the uses hereinafter permitted, or necessary and desirable in controlling unauthorized use or facilitating authorized use of the Property.

(b) The right to drill for, collect, and use subsurface water beneath the Property for the purpose of supporting permitted agricultural, horticultural, or silvicultural uses of the Property and for the personal use of the Grantee.

(c) The construction, erection, and maintenance of signs setting forth restrictions on the use of the Property or identifying trails, locations or natural features, or similar items, with the stipulation that no signs may be erected without the express, written consent of the Grantee, and with the further stipulation the Grantee may also construct, erect, and maintain signs for similar purposes.

(d) The right to conduct or permit others to conduct sound agricultural, horticultural or silvicultural uses of the Property according to state of the art best management practices, including, the right to cut and collect hay, create and maintain a garden, to commercially harvest forest products in accordance with a professionally prepared forest management plan, to selectively remove cordwood for personal use, to manage any part of the Property for the benefit of wildlife (including, the planting and cultivation of native wildlife cover), the cutting, pruning, or removal of vegetation to enhance and promote varied types of wildlife habitat consistent with sound wildlife management practices, and the right to conduct or permit others to conduct sound horticultural or silvicultural operations and management.

(e) The right to conduct or permit others to conduct educational and wilderness studies in the form of classes, workshops, or seminars to be conducted without charge to the public.

(f) The right to catch fish in that portion of Roaring Brook that runs through the Property.

(g) The right to camp on the Property or to let others camp on the Property with the stipulation that there be no more than three four-person tents on the premises at one time, that no tent remain on the premises for more than two weeks at a time, and that all trash be removed from the Property when each camping activity is concluded.

4. Grantee Disclaimer or Liability.

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

5. Access.

(a) This Conservation Restriction grants to the general public the right to enter upon the Property for the purposes of hiking, bird watching, cross-country skiing, snow shoeing, and other passive recreational activities so long as such access is carried out on foot, and is in a manner which does not impair the purposes of this CR, expose people to danger, or confer possessory rights upon users. This grant of access does not extend to camping nor does it include any overnight stay on the property by a member of the public, such overnight stays being expressly prohibited. M.G.L. Chapter 21, section 17C protects the landowner from any liability resulting from public access so long as no entry fee is charged.

(b) There is granted to the Grantee and its representatives the right to enter the Property at reasonable times and in a reasonable manner for the purpose of inspecting the same to determine compliance herewith.

6. Enforcement.

(a) The Grantor hereby grants to Grantee, its successors, and assigns, an easement of access to enter the property for the purposes of inspecting the Property and enforcing the foregoing restrictions and covenants and remedying any violation thereof. The easement granted shall be in addition to any other remedies available for the enforcement of the foregoing restrictions and covenants (which shall include, without limitation, the right to bring proceedings in law or in equity against any party or parties violating or attempting to violate the terms hereof, to enjoin them from so doing, and to cause any such violation to be remedied, after written notice to the then owner of the property). Every act, omission to act or condition which violates the terms of this grant of restriction shall constitute a nuisance and every remedy available in law or in equity for the abatement of public or private nuisances shall be available to the party having the right to enforce this grant of restrictions.

(b) The Grantor, and thereafter his successors, devisees, and assigns, covenant and agree to reimburse the Grantee for all reasonable costs and expenses (including without limitation counsel fees) incurred in enforcing this Conservation Restriction or in remedying or abating any violation thereof.

(c) 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.

3699

145

7. Prior Notice to the Grantee.

The Grantor, his heirs, devisees, successors, or assigns agrees to notify the Grantee in writing at least 14 days before exercising any right reserved herein related to well digging, timber cutting, wildlife management, or agricultural or horticultural uses.

8. Extinguishment.

(a) The Grantor and the Grantee agree that the donation of this Conservation Restriction gives rise for purposes of this paragraph 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 at the time of the gift bears to the value of the Property if unrestricted at that time.

(b) Such proportionate value of the Grantee's property right shall remain constant.

(c) If any occurrence ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then the Grantee, on a subsequent sale, exchange, or involuntary conversion of the Property, shall be entitled to that portion of the proceeds equal to such proportionate value, subject, however, to any applicable law which expressly provides for a different disposition of proceeds.

(d) Whenever all or part of the Property or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor or his heirs, devisees, successors, and assigns as the case may be and the Grantee shall cooperate in recovering full value of all direct and consequential damages.

(e) All related expenses incurred by the Grantee or his heirs, devisees, successors, and assigns as the case may be 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 their proportionate interests.

(f) The Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes of this grant.

9. Subsequent Transfers.

The Grantor, for himself and his heirs, successors, and assigns agrees to incorporate the terms of this Conservation Restriction in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. The Grantor further agrees to give written notice to the Grantee of the proposed transfer of any such interest at least twenty (20) days prior to the date of such transfer. Failure of the Grantor to do so shall not impair the validity of such deed, transfer, or this Conservation Restriction or limit its enforceability in any way or give rise to any action for damages.

10. Assignability.

(a) The Conservation Restriction hereby imposed is in gross and is not for the benefit of or appurtenant to any particular land and shall be assignable, after notification to the Grantor, to

3699

146

-6-

any other governmental or nongovernmental nonprofit organization whose primary purposes include the conservation of Massachusetts lands, natural areas, and horticultural, silvicultural, and wildlife resources, provided that as a condition of any such assignment, such assignee shall agree to enforce the purposes of this Conservation Restriction. The Grantee and its successors and assigns shall have the right to assign its interest hereunder to a "Qualified Organization" as defined in Section 170(h) of the Internal Revenue Code, as amended, provided that at the time of the assignment such assignee shall also be an eligible donee of a Conservation Restriction as set forth in Chapter 184, Section 32 of the General Laws of Massachusetts, and provided further that, as a condition of such assignment, the assignee agrees to give written notice to the Grantor, and his heirs, devisees, successors, and assigns of any assignment of this Conservation Restriction at least twenty (20) days prior to the date of such transfer. Failure to give such notice shall not impair the validity of such assignment or this Conservation Restriction or limit its enforceability in any way or give rise to any action for damages. If the Rattlesnake Gutter Trust, Inc. fails to be a qualified organization under Section 170(h) of the Internal Revenue Code, as amended, or under Section 32 of Chapter 184 of the General Laws, and a prior assignment is not made pursuant to this paragraph, then the rights and obligations under this Conservation Restriction shall vest in such organization as a court of competent jurisdiction shall direct under the doctrine of cy pres and with due regard to the requirements for assignment pursuant to this paragraph.

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

(c) The Grantee is authorized to record or file any notices or instruments appropriate assuring the perpetual enforceability of this Conservation Restriction. The Grantor on behalf of himself and his successors and assigns hereby appoints the Grantee as his attorney-in-fact to execute, acknowledge, and deliver any such instruments on his behalf. Without limiting the foregoing, the Grantor for himself and his successors and assigns agrees to execute any such instruments upon request of the Grantee.

11. Estoppel Certificate.

Upon request by the Grantor, the Grantee shall within thirty (30) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance with any obligation of the Grantor contained in this Conservation Restriction.

12. Effective Date.

This Conservation Restriction shall become 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.

13. Recordation.

The Grantor shall record this instrument in a timely fashion in the Franklin County Registry of Deeds.

3699

147

14. Severability.

Invalidity of any of these covenants and restrictions or any part thereof by judgments of court or court orders shall in no way affect the validity of any of the other provisions hereof which shall remain in full force and effect.

15. Miscellaneous

Approval of this Conservation restriction pursuant to M.G.L. Chapter 184, Section 32 by any municipal officials and by the Secretary of 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 Property, and any such pre-existing rights of the public, if any, in and to the Property, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

IN WITNESS WHEREOF, Paul W. Kuzneski (Grantor) has executed this instrument this 25th day of September, 2000

Grantor:
Paul W. Kuzneski
Paul W. Kuzneski

STATE OF MASSACHUSETTS

Franklin, ss. Sept 25, 2000

Then personally appeared the above-named Paul W. Kuzneski and acknowledged the foregoing instrument to be his free act and deed, before me.

David Stratford
Notary Public
My Commission Expires: 01/01/06



3699

148

8

ACCEPTANCE OF GRANT

The above Conservation Restriction is accepted this 25th day of September, 2010.

Rattlesnake Gutter Trust, Inc., by vote of the Trustees, who authorize the following Officer of the Trust to accept this Grant on their behalf.

By: [Signature]
Its: Secretary

APPROVAL BY SELECTBOARD

We, the undersigned Selectpersons of the Town of Leverett, Massachusetts, hereby certify that we approve of the foregoing Conservation Restriction to RATTLESNAKE GUTTER TRUST, INC. in the public interest for the preservation of the natural, agricultural, and scenic resources of said Town pursuant to M.G.L. Chapter 184, Section 32.

Date Sept. 25, 2010

[Signature]
[Signature]

COMMONWEALTH OF MASSACHUSETTS

Franklin, on Sept. 25, 2010

Then personally appeared the above-named Super Ed John Ewing and Ken Perkins and acknowledged the foregoing instrument to be their free act and deed, before me.

[Signature]
Notary Public
My Commission Expires 2/15/15


3699

149

APPROVAL BY SECRETARY OF ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS

The undersigned, Secretary of the Executive Office of Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction to RATTLESNAKE GUTTER TRUST, INC. has been approved in the public interest pursuant to M.G.L. Ch. 184, Section 32.

Date: 10/10 2000

Bob Deane
Secretary of Environmental Affairs

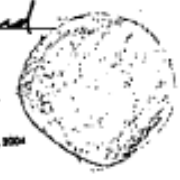
COMMONWEALTH OF MASSACHUSETTS

Suffolk ss. Oct 10, 2000

Then personally appeared the above-named Bob Deane
and acknowledged the foregoing instrument to be their free act and deed, before me.

Nicole Sicard
Notary Public
My Commission Expires:

NICOLE SICARD
Notary Public
My Commission Expires December 31, 2004



3224

76

SEE M.L.C.

BOOK 3408
PAGE 17

KNOW ALL PERSONS BY THESE PRESENTS

that I, LANCE A KIRLEY, Executor under the Will of Thomas A. Kirley, of Santa Barbara, California

in consideration of the sum of
ONE HUNDRED FIFTY THOUSAND AND NO/100 (\$150,000.00) Dollars paid
grant to CHESTER D. CRAMER of 58 N. East Street, Bldg. 2, Apt. 3,
Amherst, MA 01002

with QUITCLAIM COVENANTS

The land known and designated as 20 Cushman Road,
Leverett, Franklin County, Massachusetts bounded and described in
"Exhibit A" attached hereto and made a part hereof.

WITNESS my hand and seal this 10th day of April, 1997.


LANCE A. KIRLEY, Executor

Property: 20 Cushman Rd., Leverett, MA

MAY 23 4 00 PM '97

STATE OF CALIFORNIA

Santa Barbara, ss. April 10, 1997

Then personally appeared the above named LANCE A. KIRLEY and
acknowledged the foregoing instrument to be his free act and deed,
before me.

see attached
Notary Public
My commission expires:

DEEDS REC 11
FRANKLIN
05/28/97
TAX 384.98
CASH 384.98
4838435 15:05
EXCISE TAX



1997 00005818
Bk: 3224 Pg: 076 Doc:DEED
Page 1 of 4 05/29/1997 04:00PM

Exhibit "A"

The land in Leverett, Franklin County, Massachusetts, situate on the north side of Teawaddle Road and Cushman Road, bounded and described as follows:

BEGINNING at an iron pin on the northerly side of said Teawaddle Road, said iron pin marking the southwest corner of the property herein conveyed and being the southeast corner of land formerly of Dorothy King Stirling, now of James Glazier; thence running North sixteen degrees, twenty-six minutes, thirty seconds East (N. 16° 26' 30" E.), along land now of said James Glazier, a distance of two hundred sixty-six and fifty one-hundredths (266.50) feet to an iron pin; thence continuing North sixteen degrees, twenty-six minutes, thirty seconds East (N. 16° 26' 30" E.), a distance of approximately sixty-five (65) feet to a point in the center of Roaring Brook, so-called; thence running up the center of said Roaring Brook, a distance of one thousand five hundred five (1,505) feet, more or less, to an unmarked corner at other land of Dorothy King Stirling; thence running South sixteen degrees, nine minutes, thirty seconds East (S. 16° 09' 30" E.), a distance of approximately fifty-five (55) feet to an iron pin and stone; thence continuing South sixteen degrees, nine minutes, thirty seconds East (S. 16° 09' 30" E.) along other land of said Dorothy King Stirling, a distance of two hundred eighty-five and fifty one-hundredths (285.50) feet to an iron pin on the northerly side of said Cushman Road; thence running South seventy-three degrees, fifty minutes West (S. 73° 50' W.) along the northerly side of said Cushman Road, a distance of four hundred ninety-six and zero one-hundredths (496.00) feet to an iron pin at the intersection of said Cushman Road and Teawaddle Road; thence running North seventy-eight degrees, forty-one minutes, thirty seconds West (N. 78° 41' 30" W.), a distance of two hundred ninety-four and eighty one-hundredths (294.80) feet along the northerly edge of said Teawaddle Road to the iron pin marking the point of beginning.

THIS deed is given upon the following restrictions which shall run in favor of the remaining land of the grantor described in deed of Stanley J. Kosloski and Angelina M. Kosloski, dated March 29, 1963 and recorded in the Franklin County Registry of Deeds in Book 1151, Page 36:

The premises hereby conveyed (with the exception of the one (1) acre lot hereinafter described) shall not be subdivided for the purpose of creating house lots. notwithstanding the foregoing, however, the grantees herein, their heirs and assigns, shall have the right and privilege to convey such lots out of the aforesaid tract to one or more of their children, their heirs and assigns for the purpose of constructing a dwelling or dwellings thereon for the use of their said children, their heirs and assigns or any of them. Thereafter such lot so conveyed shall be free of this restriction and a recitation in any such deed to a child or children of the grantees that said conveyance is given for the aforesaid purposes

Property: 20 Cushman Rd., Leverett, MA

3224

78

shall be conclusive and the truth of said statement may be relied upon by all persons whatsoever.

The water rights to any and all wells now or hereafter existing upon the conveyed premises shall not be sold or conveyed to any town or other individual other than the grantees' children, their heirs and assigns as hereinbefore provided.

THE forgoing restrictions shall not apply to that portion of the conveyed premises bounded and described as follows: Southerly by said Cushman Road, a distance of two hundred (200) feet; easterly by other land of said Dorothy King Stirling, a distance of two hundred (200) feet; northerly by another portion of the premises herein conveyed, a distance of two hundred (200) feet; and westerly by another portion of the premises herein conveyed, a distance of two hundred (200) feet.

Being the same premises conveyed to Thomas A. Kirley and Dorothy E. Kirley by deed of Dorothy King Stirling dated May 29, 1968 and recorded in Hampshire County Registry of Deeds Book 1226, Page 28.

3224

79

State of California
County of Santa Barbara

On April 10, 1997, before me,
Diane K. Zamora, Notary Public, personally appeared
Lance A. Kelley, personally
known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

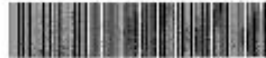
Witness my hand and official seal.

Diane K. Zamora, Notary Public
3461 State Street, Santa Barbara, California 93106
(805)882-0400



ATTEST: FRANKLIN COUNTY, MASS. H. Peter Wood, Register

204



1979 00002534

Bk: 1579 Pg: 204 Doc:DEED
Page 1 of 2 05/15/1979 01:31PM

SEE
BOOK 1621
PAGE 289

I, James L. Glazier

of Monmouth, Maine

County: Massachusetts

in consideration of

SEE
BOOK 1689
PAGE 259

-----Nineteen Thousand (\$19,000.00)-----Dollars

grant to Joseph Sincuk and Laura Jones, husband and wife, as joint tenants with rights of survivorship, both

SEE
BOOK 1926
PAGE 320

of 35 Kendrick Place, Amherst,

Massachusetts

with warranty covenants

the land in Leverett, Franklin County, Massachusetts, bounded and described as follows:

BEGINNING at an iron pin on the north side of Teawaddle Hill Road, said iron pin being North seventy-eight degrees, forty minutes West (N. 78° 40' W.) a distance of two hundred ninety-four and eighty one-hundredths (294.80) feet from an iron pin set at the intersection of said Teawaddle Hill Road with Cushman Road; thence running North eighty-five degrees, five minutes, thirty seconds West (N. 85° 05' 30" W.), a distance of two hundred twenty-two and fifty-four one-hundredths (222.54) feet along the north side of said Teawaddle Hill Road to an iron pin; thence continuing South eighty-eight degrees, zero minutes West (S. 88° 00' W.), a distance of one hundred thirty-two and zero one-hundredths (132.00) feet to an iron pin, said iron pin being at land now or formerly of George W. Olaryk and Joan B. Olaryk; thence running North eight degrees, thirty-seven minutes West (N. 8° 37' W.) along the easterly line of land now or formerly of said George W. Olaryk and Joan B. Olaryk, a distance of one hundred sixty-four and zero one-hundredths (164.00) feet to a point in the center line of Mill River; thence running westerly along the center line of said Mill River, a distance of five hundred eighteen (518) feet, more or less, to a point in the center line of said Mill River at its intersection with the center line of Doolittle Brook; thence running northerly along the center line of said Doolittle Brook, a distance of three hundred eighty (380) feet, more or less, to a point in the center line of said Doolittle Brook, being at land now or formerly of Stetson K. Adams; thence running South eighty-nine degrees, fifty-three minutes East (S. 89° 53' E.) along land now or formerly of said Stetson K. Adams, a distance of two hundred sixteen and zero one-hundredths (216.00) feet to a point; thence running North twelve degrees, fifty-eight minutes, twenty seconds East (N. 12° 58' 20" E.), a distance of three hundred thirty-two and eighty-nine one hundredths (332.89) feet to an iron pin; thence running South eighty-two degrees, thirty minutes East (S. 82° 30' E.), a distance of one hundred twelve and twenty-three one-hundredths (112.23) feet to an iron pin; thence running North nine degrees, zero minutes, forty seconds East (N. 9° 00' 40" E.), a distance of one hundred sixty-eight and eighty-eight one-hundredths (168.88) feet to an iron pin; thence running South eighty-three degrees, forty-five minutes East (S. 83° 45' E.), a distance of three hundred fifty-six and twenty-six one-hundredths (356.26) feet to an iron pin; thence running North twenty degrees, six minutes twenty seconds East (N. 20° 06' 20" E.), a distance of seven hundred sixty-seven and forty-two one-hundredths (767.42) feet to an iron pin; thence running South seventy-four degrees, thirty-nine minutes, forty seconds East (S. 74° 39' 40" E.), a distance of three hundred and zero one-hundredths (300.00) feet to a point, the last seven (7) courses being along land now or formerly of said Stetson K. Adams; thence running South sixteen degrees, twenty-six minutes, fifty-three seconds West (S. 16° 26' 53" W.) along other land of Dorothy King Stirling, a distance of one thousand six hundred fifty-seven and eighty-nine one-hundredths (1,657.89) feet to an iron pin, being the point of beginning; containing twenty-two and sixty-seven one-hundredths (22.67) acres.

SUBJECT to the right of the New England Power Company to erect, service, and otherwise maintain electrical power transmission facilities and all other easements of record.

BEING the westerly portion of land conveyed to Dorothy King Stirling by deed of Stanley J. Kosloski and Angelina M. Kosloski, dated March 29, 1963 and recorded in the Franklin County Registry of Deeds in Book 1151, Page 36; and also being the same premises conveyed to the grantor herein by deed of Dorothy King Stirling dated December 19, 1966, and recorded in said Franklin County Registry of Deeds, Book 1205, Page 189.

REFERENCE is hereby made to the above mentioned deed, the record thereof and the references therein contained for a more particular description of the premises hereby conveyed.



Executed as a social instrument this 30th day of April 1979

James L. Glazier
JAMES L. GLAZIER

The Commonwealth of Massachusetts

Franklin, ss. April 30, 1979

Then personally appeared the above named JAMES L. GLAZIER

and acknowledged the foregoing instrument to be his free act and deed, before me,

Harvey B. Krumpal
HARVEY B. KRUMPAL Notary Public

My commission expires November 10, 1983.

Franklin ss. Rec'd for record 1 Hr. 21 Min. P. M. May 15, 1979