

Franklin County - 20/20 Perfect Vision i2 Document Detail Report

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Doc#	Document Type	Town	Book/Page	File Date	Consideration
8792	RESTRICTIONS		07077/182	08/16/2017	0.00
Property-Street Address and/or Description					
CAVE HILL RD					
Grantors					
RATTLESNAKE GUTTER TRUST, FRANKLIN LAND TRUST INC, LEVERETT TOWN SELECTMEN, MASSACHUSETTS COMM ENERGY ENVIRONMENTAL AFFAIRS					
Grantees					
References-Book/Pg Description Recorded Year					
05672/205 DEED 2009					
Registered Land Certificate(s)-Cert# Book/Pg					



2017 00008792

Bk: 7077 Pg: 182 Franklin County

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Grantors: Rattlesnake Gutter Trust
 Grantee: Franklin Land Trust, Inc.
 Property Address: Cave Hill Road, Leverett
 Title Reference: Franklin County Registry of Deeds Book 5672, Page 205
 DCS Leverett CR # 21

ELLAMOOSE REPOSE CONSERVATION RESTRICTION

Dated: 8/16, 2017

We, the Rattlesnake Gutter Trust, P.O. Box 195, Leverett, Massachusetts 01054, individually and for our successors and assigns (“**Grantors**”), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, hereby grant with Quitclaim Covenants, to the **Franklin Land Trust, Inc.**, a Massachusetts non-profit corporation having power to acquire interests in land in accordance with said General Laws, with a principal office in 5 Mechanic Street, Shelburne Falls, Massachusetts, and a mailing address of P.O. Box 450, Shelburne Falls, Massachusetts 01370, its permitted successors and assigns (“**Grantee**”), for no monetary consideration, this restriction being a gift, in perpetuity and exclusively for conservation purposes, a **Conservation Restriction** on a parcel of land located in the Town of Leverett, Franklin County, Massachusetts, constituting approximately 24.58 acres, more particularly described in Exhibit A and shown on the sketch attached hereto as Exhibit B (“Premises”) and shown as “Conservation Restriction”.

For title see deed of Elise W. Kroeber, dated May 15, 2009, recorded at Book 5672, Page 205, and recorded in the Franklin County Registry of Deeds.

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 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. These values include the following:

- Expansion of Protected Land. The Premises is in a region where considerable land has been protected for conservation purposes, including the 101 acre Town-owned Cave Hill Conservation Restriction on the west side of Cave Hill which has a Conservation Restriction held by the Rattlesnake Gutter Land Trust and abutting it, a 111- acre Conservation Restriction held by the Department of Conservation and Recreation, which further abuts a 130 acre Conservation Area owned by Massachusetts Department of Fish and Game to the southwest.

- Scenic Protection. The Premises has 475 feet of frontage along Cave Hill Road, and contributes to the rural, scenic character of said road as well as the Town of Leverett. The Premises contains some of the few remaining mowed open fields in Leverett and provides a viewscape of the Mt. Holyoke range.
- Protection of Wildlife Habitat. The Premises contains significant meadows, shrub edges as well as dry and wet woodlands that provide wildlife habitat, and breeding and feeding areas suitable for grouse, turkey, migratory songbirds, moose, deer, bear, coyote, turtles, and amphibians.
- Surface Water Protection. The Premises has a seasonal stream and a wetlands area in the middle portion that drain into Doolittle Brook, an area designated in BioMap2 as Core Habitat; the western portion of the property is designated as a Critical Natural Landscape.
- Protection of Historic and Tribal/Native American Ceremonial Landscape Features. The Premises has a long land-use history including many stone structures of both historic and ceremonial origin. It is within the 16-mile radius of the Turners Falls Sacred Ceremonial Hill Site, identified by the National Register of Historic Places as the center of a Tribal ceremonial "medicine" district.
- Public use. A trailhead on Cave Hill Road provides access to an existing trail on the Premises.
- 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.

These and other conservation values of the Premises, as well as its current uses and state of improvement, are described in a Baseline Documentation Report ("Baseline Report") prepared by Grantee with the cooperation of the Grantor, consisting of maps, photographs, and other documents and on file with the Grantee and referenced herein. The Baseline Report (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, (ii) is intended to fully comply with applicable Treasury Regulations, and (iii) is intended serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant other than the Baseline Report, should

the Baseline Report be unavailable or if it does not adequately address the issues presented.

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

A. Prohibited Acts and Uses

Subject to the exceptions set forth herein, the Grantors will not perform or permit the following acts and uses, which are hereby prohibited on, above, or 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, alternative energy facility, tower, conduit, line or other temporary or permanent structure or facility on, above or under the Premises;
- (2) Mining, excavating, dredging or removing from the Premises any soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise making topographical changes to the area;
- (3) Placing, filling, storing or dumping on the Premises any 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, or archaeological conservation;
- (6) Use, parking or storage of vehicles including motorcycles, mopeds, all-terrain vehicles, trail bikes, or any other motorized vehicles on the Premises except for vehicles necessary for public safety (i.e. fire, police, ambulance, other governmental officials) in carrying out their lawful duties;
- (7) Subdivision; conveyance of a part or portion of the Premises alone, 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;
- (8) The use of the Premises for more than a *de minimis* commercial recreation, business or industrial use of the Premise;
- (9) 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 or other significant interests.

- (10) The disruption, removal, or destruction of the stone walls or granite fence posts, stone rows, stone alignments, stone groupings and stone cairns, stone enclosures, standing stones, stone arrangements in geometric or animal form, or any stone structures consisting of stones or boulders of any quantity other than by natural occurrences on the Premises;
- (11) The Grantors and Grantee shall make every reasonable effort to prohibit any person from conducting archaeological field investigations including metal detecting, digging, or artifact collecting and shall promptly report any such prohibited activity to the State Archaeologist of the MA Historic Commission (or appropriate successor official).

B. Reserved Rights and Exceptions to Otherwise Prohibited Acts and Uses

Notwithstanding Section II (A) "Prohibited Acts and Uses" above, the Grantors reserve 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 conservation values or purposes of this Conservation Restriction:

- (1) Recreational Activities. Fishing, 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, and/or do not involve more than *de minimis* use for commercial recreational activities. Grantor reserves the right to limit or prohibit hunting on the Premises;
- (2) Forestry and Vegetation Management. Providing advance notice to Grantee, conducting or permitting others to conduct sound silviculture on the Premises in accordance with generally accepted forest management practices, including, (a) selective *de minimis* removing of brush, pruning, cutting for non-commercial use and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Premises, including vistas, woods roads, fence lines and trails and meadows (as shown in the baseline documentation), (b) the cutting and harvesting of trees for commercial timber production, but only if carried out in accordance with a Forest Cutting Plan that is part of a Forest Stewardship Plan, and pursuant to the Forest Cutting Practices Act under M.G.L. Chapter 132 (or successor statute) prepared by a Massachusetts licensed professional forester, and designed to protect the conservation values of the Premises, including, without limitation, water quality, water features, scenic views, ceremonial landscape features and wildlife habitat. All permitted cutting plans and designated access routes shall avoid the buffer area around ceremonial landscape features/stone structures or traditional cultural properties (as shown in Exhibit B of the baseline documentation as well as additional future identified features as documented in yearly monitoring reports) and shall be reasonably required to prevent any damage thereto. Pruning or/or cutting to is permitted in order to preserve ceremonial landscape features and/or to provide lines of sight for astronomical events, if desired, in consultation with one

or more regional federally recognized Tribal Historic Preservation Office(s) or his/her representative(s);

- (3) Agriculture. Providing advance notice to Grantee, conducting normally accepted, ecologically sound and sustainable agricultural management practices, including the raising of crops, maintenance of current fields as documented in the baseline, and grazing of livestock under a USDA Natural Resource Conservation Service Farm Conservation Plan or comparable plan that is reviewed and approved by the NHESP or in accordance with NHESP recommendations, and designed to protect the conservation values of the Premises, including, without limitation, water quality, water features, scenic views, wildlife habitat. All permitted agricultural use shall avoid any ceremonial landscape features/stone structures or traditional cultural properties and shall be reasonably required to prevent any damage thereto;
- (4) Wildlife Habitat Improvement. With the prior written permission of Grantee, measures designed to restore the native biotic communities or to maintain, enhance or restore wildlife, wildlife habitat, or rare and/or endangered species including selective planting of native trees, shrubs and plant species, the removal of non-native or invasive flora, the interplanting of native species, and the control of species in a manner that minimizes damage to surrounding non-target species and preserves water quality, in accordance with NHESP recommendations;
- (5) Parking. The creation of an off-road parking area, with the prior written permission of the Grantee, as depicted in Exhibit B and in the baseline documentation;
- (6) Trails and Woods Roads. The marking, clearing and maintenance of existing trails and wood roads (as shown in the baseline documentation), the creation of trails, including handicapped accessible trails, and the creation of wood roads as designated in a Forest Stewardship Plan or Farm Plan, if found to be necessary to exercise any of the rights reserved pursuant to this Section II (B) and located in a manner which does not materially impair the purposes of this Conservation Restriction;
- (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 a parking area and/or walking trails, good drainage, soil conservation or other permissible use of the Premises;
- (8) Motorized Vehicles. Use of motorized vehicles only as necessary for the purpose of property maintenance, or as necessary by police, fire prevention personnel or other government agencies carrying out their lawful duties, individual transportation vehicles necessary for the mobility of persons with physical limitations or disabilities, and for construction of trails and forestry. Motor vehicles are to be used only in ways that are not detrimental to water quality, wetland integrity, fragile habitat, and soil, wildlife, and plant conservation, and are to be kept on woods roads and trails to the extent possible;

- (9) 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 Conservation Restriction;
- (10) Archaeological Investigations. The conducting of non-destructive field investigations or surveys for historic, Tribal/Native American and/or archaeological resource management, conservation of historic, Tribal/Native American and/or archaeological resources, research and/or planning undertaken in accordance with a research design and methodology permitted and approved by the Massachusetts State Archaeologist or successor official under an Archeological Field Investigation Permit issued by the State Archeologist pursuant to G. L. Chapter 9, Section 26A and pertinent regulations. Any permitted activities involving Native American ceremonial features, artifacts, sites of known habitation, ceremonial sites and/or ceremonial landscapes or continued use sites shall be conducted under the direct supervision of one or more regional federally recognized of the Tribal Historic Preservation Offices;
- (11) 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 Tribal/Native American ceremonial activity or other archeological sites 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 archaeological field investigation plan by the Grantor, or its successor and its approval in writing by the State Archaeologist of the Massachusetts Historical Commission or appropriate successor official (M.G.L. Ch. 9, Section 27C, 950 CMR 70.00). Further, any such survey and subsequent test excavation(s), if any, shall be conducted under the direct supervision of one or more of the regional federally recognized Tribal Historic Preservation Offices, unless those offices decline to participate or fail to respond within 60 days. In the event evidence shall, at any point, be found of Tribal/Native American activity, it shall be in the sole discretion of the said Tribal Historical Preservation Officer(s) or his/her representative(s) whether the said permitted activity may continue, and if not, whether and by what means any restoration shall be undertaken or made to mitigate any damages caused by said permitted activity;
- (12) Signs. The erection, maintenance and replacement of signs with respect to hunting, trespass, trail access, identity and address of the occupants, sale of the Premises, the Grantee's interest in the Premises, and the protected conservation values;
- (13) Privacy. Prohibiting or regulating access to and use of the Premises by the public, including the right to prohibit hunting, fishing and trapping, and including the right to exclude the public and erect fences which are sight-pervious and do not interfere with passage of wildlife, but nothing herein shall be construed to eliminate or impair any

pre-existing right of the public;

- (14) Permits. The exercise of any right reserved by Grantors under this Section II (B) shall be in compliance with the then-current Zoning, the then-current 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 of whether such permit should be issued;
- (15) Other. Such other non-prohibited activities requested by the Grantors and expressly approved in writing by the Grantee, in its sole and exclusive discretion, which permission may only be given if the Grantee expressly finds that the activity is consistent with, and does not materially impair, the purposes or conservation values of the Premises.

C. Notice and Approval.

Whenever notice to or approval by Grantee is required under the provisions of Section II (A) or (B), Grantors shall notify Grantee in writing not less than 60 days prior to the date Grantors intend 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 Grantors' request. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not materially impair the purposes of this Conservation Restriction. Failure of Grantee to respond in writing within 60 days shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after 60 days in the notice, the requested activity is not prohibited herein, and the activity will not materially impair the conservation values of the Premises.

III. LEGAL REMEDIES OF THE GRANTEE

A. Legal and Injunctive Relief

The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to their condition prior to the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction. Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantors cease objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Conservation Restriction.

Grantors covenant and agree 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 thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantors or determined by a court of competent jurisdiction to have occurred. In the event of a dispute over the boundaries of the Conservation Restriction, Grantors shall pay for a survey and to have the boundaries permanently marked.

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 Grantors' Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantors for any injury to or change in the Premises resulting from causes beyond the Grantors' control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantors 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 Grantors' control, that if it is desirable and feasible to restore the Premises, the parties will cooperate in attempting to do so.

IV. ACCESS

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

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

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

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

V. EXTINGUISHMENT

A. If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this Conservation Restriction can be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law with review and approval by the Secretary of Energy and Environmental Affairs. If any change in conditions ever gives rise to extinguishment or other release of this Conservation Restriction under applicable law, then the 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. Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth herein.

B. Proceeds

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

C. Grantors/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 Grantors and Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantors and Grantee shall first be paid out of any recovered proceeds and the remaining proceeds shall be distributed between the Grantors and Grantee in shares equal to such proportionate value. If less than the 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 Conservation Restriction.

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 Grantors and the successors and assigns of the Grantors

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 Grantors, on behalf of themselves and their successors and assigns, appoint the Grantee their attorney-in-fact to execute, acknowledge and deliver any such instruments on their behalf. Without limiting the foregoing, the Grantors and their successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit

The benefits of this Conservation Restriction shall 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 Grantors agree to incorporate by reference 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 Premises, including a leasehold interest and to notify the Grantee within 20 days of such transfer. Failure to do either 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 Grantors shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in 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 Grantors, the Grantee shall, within twenty (20) days, execute and deliver to the Grantors any reasonable and customary document, including an estoppel certificate, which certifies the Grantors' compliance or noncompliance with any obligation of the Grantors 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 Grantors and Grantee agree that they will not grant or accept title, to any part of the Premises without having first assigned this Conservation Restriction to a non-fee owner to ensure that merger does not occur and that the Conservation Restriction will continue to be enforceable by a non-fee owner.

X. AMENDMENT

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantors 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, or successor statutes. 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, and in circumstances where in granting an amendment 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 Article 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. DISSOLUTION OF GRANTEE

In the event of the dissolution or other legal termination of the Grantee, or if the Grantee at any time is disqualified under law to hold this restriction and the Grantee has failed to assign the restriction, then the benefits and responsibilities of this Conservation Restriction shall be offered to a qualified conservation organization or public body or agency, as a court of competent jurisdiction shall direct.

XII. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantors 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.

XIII. RECORDATION

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

XIV. 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 Grantors: Rattlesnake Gutter Trust
P.O. Box 195
Leverett, MA 01054

To Grantee: Franklin Land Trust, Inc.
P.O. Box 450
Shelburne Falls, MA 01370

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

XV. 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. Costs and Expenses

The Grantors and their heirs, devisees, legal representatives, successors and assigns shall retain all of the responsibilities, liabilities and costs related to the ownership, upkeep and maintenance of the Premises, including payment of all real estate taxes, and no Grantee shall

assume or incur any thereof.

E. 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.

XVI. 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.

B. Attached hereto and incorporated herein by reference are the following:

Signature pages:

- Grantor
- Grantee Acceptance
- Approval by Select Board
- Approval of the Secretary of Energy and Environmental Affairs.


Exhibits:

- Exhibit A: legal description
- Exhibit B: sketch plan/survey

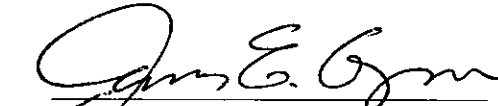
WITNESS my hand and seal this day and year respectively written below.

GRANTOR(S)

JUNE 28, 2017


Richard T. Adriance, Co-Chair

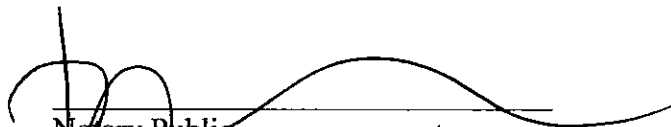
June 28, 2017


James E. Grogan, Co-Chair

THE COMMONWEALTH OF MASSACHUSETTS

Franklin, ss:

On this 28th day of June, 2017, before me, the undersigned notary public, personally appeared Richard T. Adriance and James E. Grogan, proved to me through satisfactory evidence of identification to be the person whose name is signed above, viz., personal knowledge, and acknowledged to me that she signed this document voluntarily for its stated purpose.


Notary Public
My commission expires 11/20/20
Tammy J. Downes

ACCEPTANCE OF GRANT

The above Conservation Restriction accepted this 25th day of July, 2017.

FRANKLIN LAND TRUST, INC.

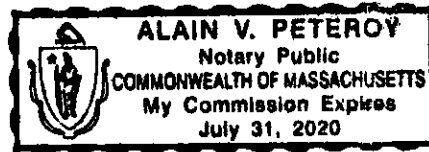
By [Signature]
Richard K. Hubbard, Executive Director
For authority see Book 4678, Page 35.

THE COMMONWEALTH OF MASSACHUSETTS

Franklin, ss:

On this 25th day of July, 2017, before me, the undersigned notary public, personally appeared Richard K. Hubbard, Executive Director, proved to me to be the person whose name is signed above through satisfactory evidence of identification which was personal knowledge, and acknowledged to me that he signed it voluntarily for its stated purpose as Executive Director of the Franklin Land Trust, Inc., before me,

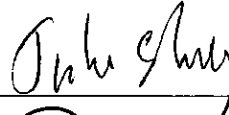
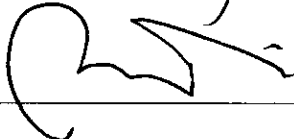

[Signature]
Notary Public
My commission expires 7/31/2020



APPROVAL OF BOARD OF SELECTMEN

We, the undersigned, being a majority of the Board of Selectmen of the Town of Leverett, Franklin County, Massachusetts, hereby certify that at a public meeting duly held on June 13, 2017, the Board of Selectmen voted to approve the foregoing Conservation Restriction to the Franklin Land Trust, Inc., pursuant to Section 32 of Chapter 184 of the General Laws of Massachusetts.

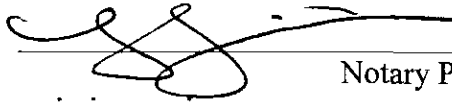
Board of Selectmen

THE COMMONWEALTH OF MASSACHUSETTS

Franklin, ss:

On this 13th day of June, 2017, before me, the undersigned notary public, personally appeared Peter d'Errico, Julia Shumelt, Tom
Hankinson of the Leverett Selectboard, proved to me through satisfactory evidence of identification to be the persons whose names are signed above, viz., personal knowledge, and acknowledged to me that they signed it voluntarily for its stated purpose as the Board of Selectmen for the Town of Conway, Leverett.



Notary Public

My commission expires _____

Marjorie E. McGinnis
My Commission Expires
May 20, 2022

**APPROVAL OF 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 Franklin Land Trust, Inc., has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: 8/2, 2017

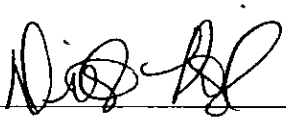


Matthew A. Beaton
Secretary of Energy and Environmental Affairs

THE COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss:

On this 2nd day of August, 2017, before me, the undersigned notary public, personally appeared Matthew A. Beaton, proved to me through satisfactory evidence of identification to be the person whose name is signed above, viz., personal knowledge, and acknowledged to me that he signed it voluntarily for its stated purpose as Secretary of Energy and Environmental Affairs for The Commonwealth of Massachusetts.



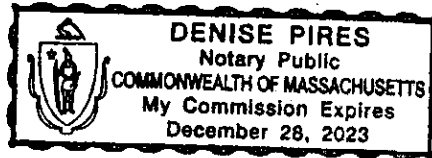
Notary Public
My commission expires 12/28/23.

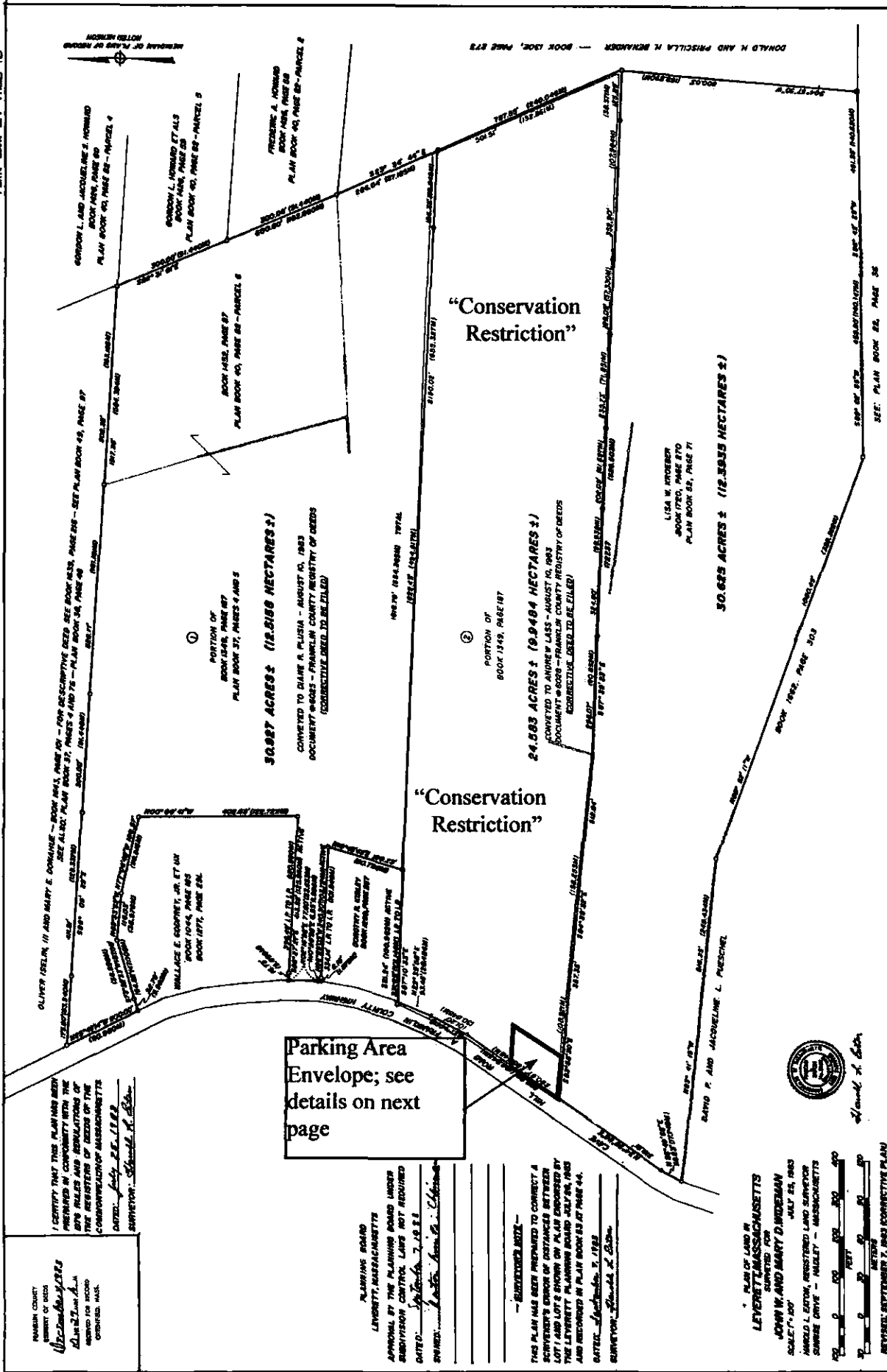
EXHIBIT A

The land in Leverett, Franklin County, Massachusetts, located on the easterly side of Cave Hill Road, being the land described in deed of Elise W. Kroeber, formerly known as Lisa W. Kroeber, dated May 15, 2009, recorded at Book 5672, Page 205, and shown as Lot 2 on Plan of Land in Leverett, MA, surveyed for John W. and Mary D. Wideman, July 25, 1983, Book 54, Page 16, a reduced copy attached hereto as "sketch plan" in Exhibit B.

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EXHIBIT B

PLAN BOOK 24 PAGE 16



PLANNING BOARD
 LYNNETT, MASSACHUSETTS
 APPROVAL BY THE PLANNING BOARD UNDER
 SUBDIVISION CONTROL LAWS NOT REQUIRED
 DATED: *July 25, 1983*
 SURVEYOR: *Donald A. Blinn*

I CERTIFY THAT THIS PLANNING BOARD
 APPROVED IN COMPLIANCE WITH THE
 STATE STATUTES AND REGULATIONS OF
 THE REGISTRATION OF MASSACHUSETTS
 DATED: *July 25, 1983*
 SURVEYOR: *Donald A. Blinn*

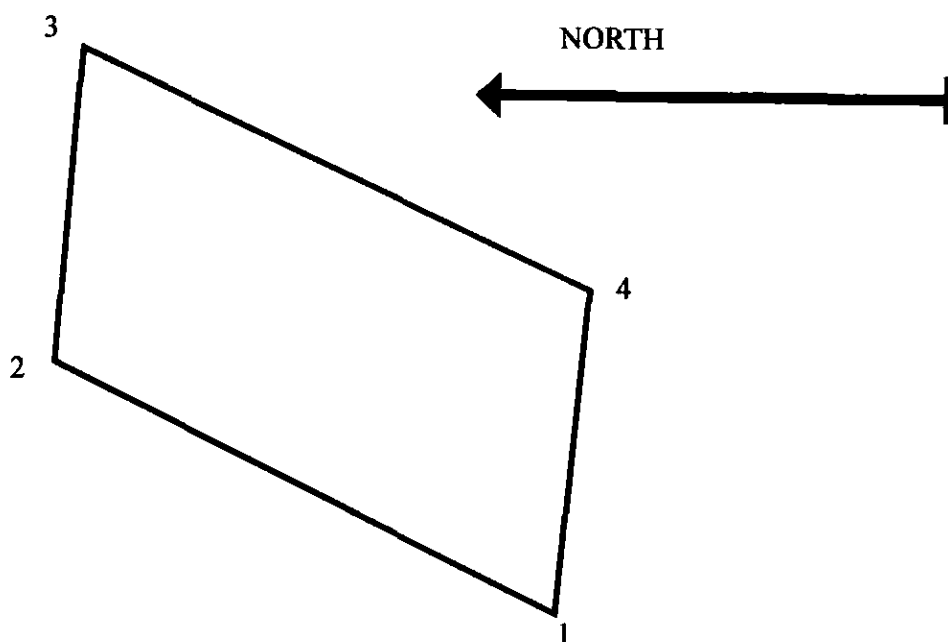
Parking Area
 Envelope; see
 details on next
 page

PLANNING BOARD
 LYNNETT, MASSACHUSETTS
 APPROVAL BY THE PLANNING BOARD UNDER
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PLANNING BOARD
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EXHIBIT B



Parking Area Envelope Detail:

Point 1 to Point 2: Starting on east side of the inside of the stone wall on the southwest corner of the property, running concurrent with stone wall 150 feet.

Point 2 to Point 3: Running east 100 feet to a point in the field.

Point 3 to Point 4: Running south to the southern stone wall 130 feet.

Point 4 to Point 1: Then running back 100 feet to the stone wall to the beginning.