



CONSERVATION RESTRICTION

I, Annette N. Gibavic, Trustee of the Annette N. Gibavic Revocable Trust, with a mailing address of 6 Rattlesnake Gutter Road, Leverett, 01054, Franklin County, Massachusetts, being the sole owner for my successors and assigns ("Grantor"), acting pursuant to Sections 31, 32 and 33 of Chapter 184 of the General Laws of Massachusetts, hereby grant with quitclaim covenants as a gift to Rattlesnake Gutter Trust, a Massachusetts charitable corporation with a mailing address of Box 195, Leverett, Massachusetts 01054 and its successors and permitted assigns, ("Grantee"), in perpetuity and exclusively for conservation purposes, the following Conservation Restriction on a parcel of land located in the Town of Leverett, Massachusetts, constituting approximately 40 acres and more particularly described in Exhibit A, the attached sketch plan. The sketch plan also shows the additional approximately 2.75-acre Building Envelope surrounding the Gibavic home. For Grantor's title see Franklin County Registry of Deeds Book 4193, page 291. Also attached are the baseline survey conducted by the Rattlesnake Gutter Trust and certification by the Leverett Conservation Commission. There is no mortgage on the premises. ✓

I. PURPOSES

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the General Laws and otherwise by law. The purpose of this Conservation Restriction is to assure that the Premises will be maintained in its current condition as set forth in baseline documentation in perpetuity and for conservation purposes, predominantly in a natural, scenic and undeveloped condition, and to prevent any use or change that would materially impair or interfere with its conservation and preservation values.

These values include in following:

- **Open Space Preservation.** The protection of the Premises contributes to the preservation of the scenic and natural rural character of that section of Leverett bounded by Rattlesnake Gutter Road, Montague Road, Cave Hill Road and Old Cave Hill Road. It adds to a conservation corridor of more than 100 acres in this section that are already protected through conservation restrictions and ownership by non-profit and governmental conservation organizations and agencies. In particular, the Premises is located at the western entrance of Rattlesnake Gutter, which is a glacial gorge 1.6 miles long, carved by glacial ice and meltwater streams about 15,000 years ago.
- **Scenic Protection.** Concern that Leverett's vistas are disappearing, expressed in its *Open Space and Recreation Plan*, underlines the importance of this site. The

Premises's open field entrance is adjacent to Montague Road and a 5 acre town-owned Doolittle Brook Conservation Area on Cave Hill Road. Both roads are used in daily commutes from the northern part of town and each provides views of the meadow.

The Premises's wooded area borders Old Cave Hill Road, and is adjacent to the 40 acre tract on either side of Rattlesnake Gutter Road, owned by the town of Leverett. Rattlesnake Gutter is listed in the town's *Open Space and Recreation Plan* as one of Leverett's most spectacular and important natural features. Both scenic roads, closed to vehicles, provide walkers and hikers with views of huge boulders, rock outcrops, an intermittent stream and vernal pools.

- **Aquifer Protection.** The ten-acre open field is within the aquifer protection zone and borders Doolittle Brook, a floodway beginning 800 feet south of the Gutter Road, and one of the town's four major drainages. Protection of this area from any development will help preserve Leverett's groundwater. The open field area provides storage for runoff from the wooded area during spring melt and major storm events.
- **Protection of Wildlife Habitat.** The Premises, comprised of approximately 40 acres of land, connects and adds to an expanding wildlife corridor of contiguous preserved land. It borders the 5 acre Town Conservation area on Cave Hill Road, and connects with the 30 acre Marvell Family Conservation Area, the 26 acre Whitney Road Conservation area and the 40 acre Rattlesnake Gutter Conservation Area.

The Premises contains a seasonal pond and stream, two vernal pools, as well as dry rocky ledges, all of which provide important habitat for a variety of birds, mammals, reptiles and amphibians.

- **Public use.** Access to trails and woods roads will be indicated by signs. The Premises will be generally available to the public for hiking and other passive recreational and educational activities, such as birding and observing vernal pools, so long as such activities do not negatively impact the ecological health of the Premises or the conservation purposes of this Conservation Restriction.
- **Furtherance of Government Policy.** Protection of the Premises contributes to the implementation of all four overall goals listed in the *Leverett Conservation Committee's 2005-2010 Open Space Plan, Section 8, Goals and objectives*:
 - a. Preserve the rural character of the Town
 - b. Protect and preserve natural resources
 - c. Improve public education related to open space
 - d. Provide wider recreational uses of the Town's natural resources

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

A. Prohibited Acts and Uses

Subject to the exceptions set forth herein, the Grantor will not perform, and will take reasonable actions to prevent others from performing the following acts and uses, which are 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, tower, conduit, line or other temporary or permanent structure or facility on, above or under the Premises;
- 2) Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise make topographical changes to the area;
- 3) Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever or the installation of underground storage tanks;
- 4) Cutting, removing or otherwise destroying trees or other vegetation;
- 5) Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, or archaeological conservation;
- 6) No snowmobiles, motorcycles, mopeds, all-terrain vehicles, bicycles, trail bikes, or any other motorized or non-motorized vehicles of any kind shall be used, parked, stored, maintained, operated or otherwise allowed on the Premises except for vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) in carrying out their lawful duties, and farming/forestry equipment necessary to maintain the meadow and the forest. Individual transportation vehicles necessary for the mobility of persons with physical limitations or disabilities, shall be permitted.
- 7) The disruption, removal, or destruction of the stone walls or granite fence posts on the Premises;
- 8) 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 without written consent of the Grantee, said consent not to be unreasonably withheld.

- 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 unless necessary for the protection of the conservation interests that are the subject of this Conservation Restriction.

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

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

- 1) Recreational Activities. Boating, hiking, horseback riding, cross-country skiing and other non-motorized outdoor recreational activities that do not materially alter the landscape, do not degrade environmental quality, or do not involve more than *de minimis* use for commercial recreational activities;
- 2) Forestry. In accordance with generally accepted forest management practices, removing of brush, selective deminimus pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Premises, including vistas, woods roads, fence lines and trails and meadows. The cutting and harvesting of trees for commercial timber production on a sustained yield basis, but only if carried out in accordance with a M.G.L. c. 132 Forest Cutting Plan prepared by a Massachusetts certified professional forester, and designed to protect the conservation values of the Premises, including, without limitation, water quality, water features, scenic views, wildlife habitat, etc.;
- 3) Non-native flora. The removal of non-native or invasive flora and interplanting of indigenous species;
- 4) Composting. The stockpiling and composting of stumps, trees and brush limbs and similar biodegradable materials originating on the Premises, provided that such stockpiling and composting is in locations where the presence of such activities will not have a deleterious impact on the purposes (including scenic values) of this Restriction;
- 5) Wildlife Habitat Improvement. With the prior written permission of Grantee, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species including selective planting of native trees, shrubs and plant species;
- 6) Archaeological Investigations. The conduct of archaeological activities, including without limitation survey, excavation and artifact retrieval, following submission of an archaeological field investigation plan and its approval in writing by

Grantee and the State Archaeologist of the Massachusetts Historical Commission (or appropriate successor official);

- 7) Trails. The marking, clearing and maintenance of footpaths and woods roads;
- 8) 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;
- 9) Wells. The right to dig or drill for water, and to maintain water wells necessary to support sound horticultural or silvicultural uses of the Property, including the two adjacent homes (Leverett Assessor's Map, page 4, lots 53 and 55);
- 10) Permits. The exercise of any right reserved by Grantor under this Paragraph B shall be in compliance with the then-current Zoning, the Wetlands Protection Act, and all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position of whether such permit should be issued.

C. Notice and Approval.

Whenever notice to or approval by Grantee is required under the provisions of paragraphs A or B, Grantor shall notify Grantee in writing not less than 60 days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within 60 days of receipt of Grantor's request. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not materially impair the purposes of this Conservation Restriction. Failure of Grantee to respond in writing within 60 days shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after 60 days in the notice.

III. LEGAL REMEDIES OF THE GRANTEE

A. Legal and Injunctive Relief

The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief

against any violations, including, without limitation, relief requiring restoration of the Premises to their condition prior to the time of the injury complained of (it being agreed that the Grantee may 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 shall attempt to resolve issues concerning violations through negotiations with Grantor prior to resorting to legal means. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey and permanent monumentation of the boundaries.

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

B. Non-Waiver

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

C. Disclaimer of Liability

By acceptance of this conservation restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts which are not caused by the Grantee or anyone acting under the direction of the Grantee.

D. Acts Beyond the Grantor's Control

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

IV. ACCESS

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

The 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 mowing of the meadow or forestry operations.

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.

The Grantor hereby grants 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 herewith, of enforcing this Conservation Restriction. The Grantor also grants to the Grantee, after 30 days notice of a violation and failure of the Grantor to cure said violation, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to have a survey of boundary lines conducted at the Grantee's expense.

V. EXTINGUISHMENT

A. If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with paragraph 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 purpose set forth herein.

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

C. Grantor/Grantee Cooperation Regarding Public Action

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

VI. ASSIGNABILITY

A. Running of the Burden

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

B. Execution of Instruments

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

C. Running of the Benefit

The benefits of this Conservation Restriction 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.

VII. SUBSEQUENT TRANSFERS

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which he divests himself of any interest in all or

a portion of the Premises, including a leasehold interest and to notify the Grantee within 20 days of such transfer. Failure to do so shall not impair the validity or enforceability of this Conservation Restriction.

The Grantor shall be liable to only for violations occurring during or his or her ownership, or for any transfer, if in violation. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this CR shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

VIII. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within twenty (20) days, execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance with any obligation of the Grantor contained in this Conservation Restriction.

IX. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction to ensure that merger does not occur. If it is determined that a transfer or assignment of any interest will result in a merger, no deed shall be effective until this Conservation Restriction has been assigned or other action taken to avoid a merger and preserve the terms and enforceability of this Conservation Restriction. It is the intent of the parties that the Premises will be subject to the terms of this Conservation Restriction in perpetuity, notwithstanding any merger.

X. AMENDMENT

If circumstances arise under which an amendment to or modification of this Conservation Restriction may be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the General Laws of Massachusetts. Any amendments to this conservation restriction shall occur only in exceptional circumstances. The Holder 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 Environmental Affairs and if applicable, shall comply with the provisions of Art. 97 of

the Amendments to the Massachusetts Constitution. Any amendment shall be recorded in the Franklin County Registry of Deeds.

XI. EFFECTIVE DATE

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

XII. RECORDATION

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

XIII. NOTICES

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

To Grantor: Annette N. Gibavic, 6 Rattlesnake Gutter Road, Leverett, MA 01054

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

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

XIV. GENERAL PROVISIONS

A. Controlling Law

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

B. Liberal Construction

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purposes of Massachusetts General Laws Chapter 184, Sections 31-33. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability

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

D. Entire Agreement

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

XIV. MISCELLANEOUS

A. **Pre-existing Public Rights.** Approval of this Conservation Restriction pursuant to M.G.L. Chapter 184, Section 32 by any municipal officials and by the Secretary of 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. **Subordination of Mortgage:** The Grantor shall record at the appropriate Franklin County Registry of Deeds simultaneously with this Conservation Restriction all documents necessary to subordinate any mortgage, promissory note, loan, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Property.

WITNESS my hand and seal this 14th day of June, 2007

Annette N. Gibavic
Annette N. Gibavic

COMMONWEALTH OF MASSACHUSETTS

Franklin, ss:

On this 14 day of June, 2007 before me, the undersigned notary public, personally appeared Annette Gibavic, proved to me through satisfactory evidence of identification which was to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Lin Stratford
Notary Public

My Commission Expires: 2/16/12



ACCEPTANCE OF GRANT

The above Conservation Restriction was accepted by the Rattlesnake Gutter Trust
this 14th day of June, 2007.

By: R. Brooke Thomas

Its: Co-Chair, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Franklin, ss:

On this 14 day of June, 2007, before me, the undersigned notary public, personally appeared R. Brooke Thomas proved to me through satisfactory evidence of identification which was to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Co-Chair of the Rattlesnake Gutter Trust, a Massachusetts not for profit land trust.

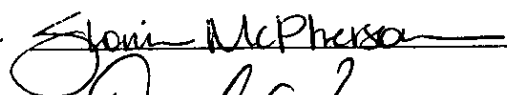
Lina E. Stratford
Notary Public
My Commission Expires: Feb. 16, 2012

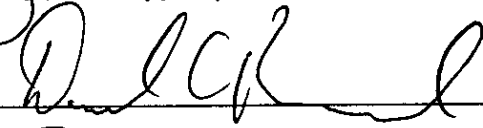
CONSERVATION COMMISSION


We, the undersigned, being a majority of the Conservation Commission of the Town of Leverett, Franklin County, Massachusetts, hereby certify that the proposed Gibavic Family Conservation Restriction is in the public interest in that it will contribute to all four overall goals listed in the *Leverett Conservation Committee's 2005-2010 Open-Space Plan (Section 8, Goals)*

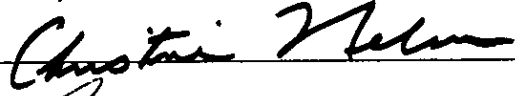
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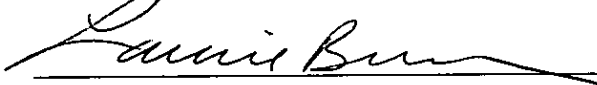
Signed:













Date: 5/7/07

APPROVAL BY SECRETARY OF ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS

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

Dated: 6/28, 2007

Ian A. Bowles
Ian A. Bowles
Secretary of Environmental Affairs

Suffolk
~~Middlesex~~, ss:

COMMONWEALTH OF MASSACHUSETTS

On this 28th day of June, 2007, before me, the undersigned notary public, personally appeared Ian A. Bowles proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Secretary of Environmental Affairs for the Commonwealth of Massachusetts.

Paul Sicaud
Notary Public
My Commission Expires: 12/15/2011



Exhibit A

The entire Gibavic property is approximately 43 acres. Of those, 2.75 acres will be excluded in the building envelope. This envelope, which includes the family home (original part built in 1792) has road frontage. The building envelope, therefore, does not require an access easement. All as further shown on the Sketch Plan, attached hereto.

The Gibavic Family Conservation Restriction connects the Doolittle Brook Conservation Area (owned by the town of Leverett) with two properties already owned by the Rattlesnake Gutter Trust (Whitney Road and Marvel Family Conservation Areas) and the Rattlesnake Gutter Conservation Area (owned by the town of Leverett). See map of Contiguous Protected Properties attached.

The Conservation Restriction of approximately 40 acres includes a 10-acre meadow, and a 30-acre forested hillside. The purposes of the Conservation Restriction are:

- Open Space Preservation: within CR (meadow, intermittent streams, forest, vernal pools, rocky ledges) and as part of corridor
- Scenic Protection: meadow and forest visible from 3 roads, land on entrance road to The Gutter, a popular walking and natural history area
- Aquifer Protection: meadow within aquifer protection zone, run-off storage area
- Protection of Wildlife Habitat: both with CR and as part of larger corridor
- Public Use: hiking and other passive recreation on trails and woods roads
- Furtherance of Government Policy: goals of Leverett Conservation Commission: rural character, natural resource protection, public education about open space, wider recreational use of natural resources

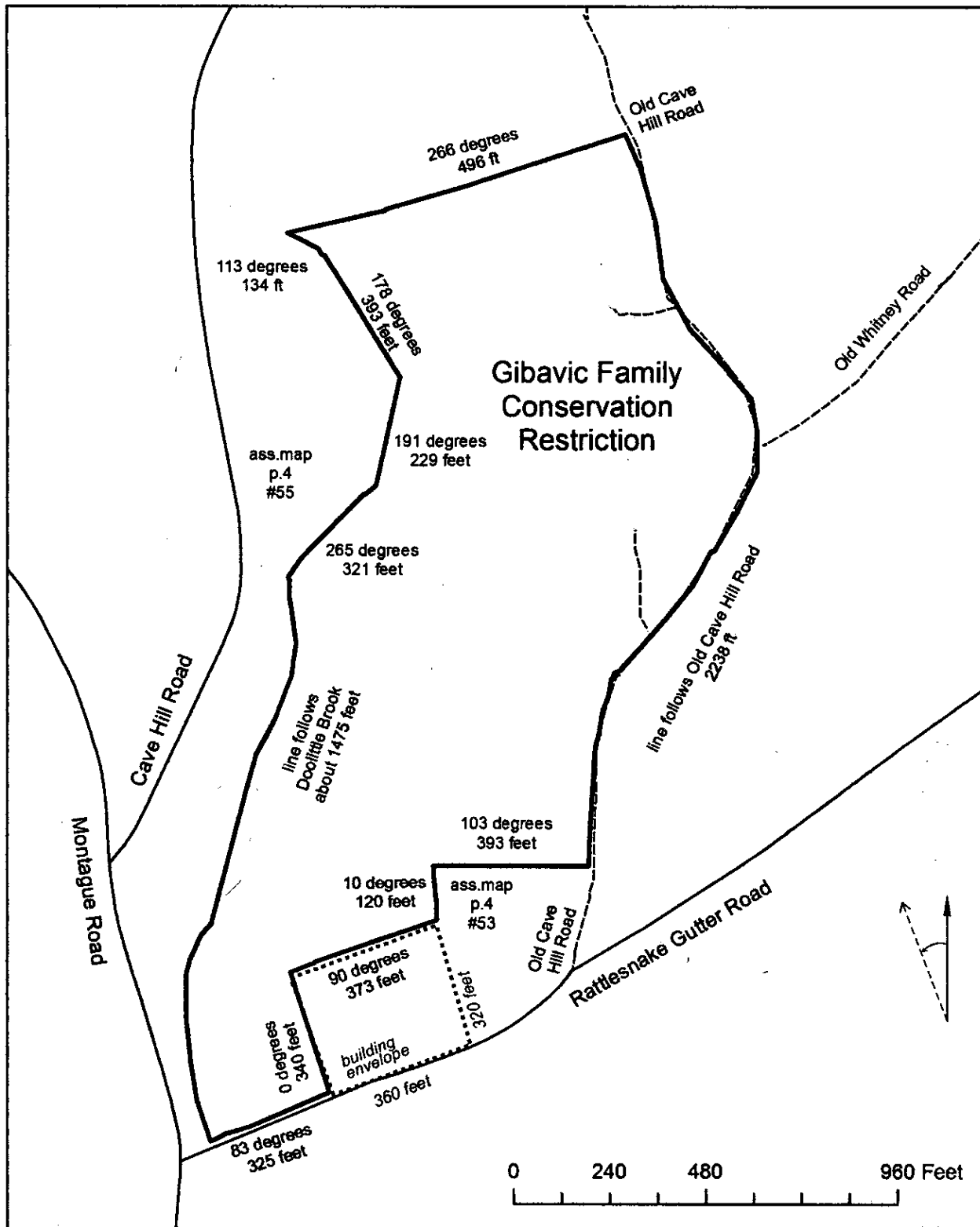
The boundary for the land is described in the grantor's deed and in the deeds and plans of the surrounding properties, making it easy to monitor. (All deeds and plans included in Exhibit B. Baseline Monitoring Report.)

- SE corner with Eva Beth Gibavic (deed and survey)
- E line along Old Cave Hill Road to stone marker
- N lines with Melcuk and Kingston (deeds and surveys)
- NW corner with Donald and Nancy Gibavic (deed and survey)
- W edge along center of brook with Doolittle Brook Conservation Area (deed)
- S line along Rattlesnake Gutter Road, then building envelope

Attachments to Exhibit A

1. Sketch Plan of the Gibavic Family Conservation Restriction and Building Envelope
2. Map of the Gibavic Family Conservation Restriction and Contiguous Protected Areas

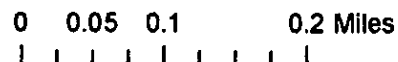
Exhibit B. Baseline Monitoring Report









Boundaries (beginning on south east corner) are well-defined
 SE corner with Eva Beth Gibavic (survey)
 E line Old Cave Hill and Old Whitney Roads to stone marker
 N lines with Melcuk and Kingston (surveys)
 NW corner with Donald and Nancy Gibavic (survey)
 Wedge along brook with Doolittle Brook CA (deed)
 S line along Rattlesnake Gutter Road then behind building envelope

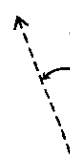
**Sketch Plan
 Boundaries
 Gibavic Family
 Conservation
 Restriction**

Gibavic Family Conservation Restriction and Contiguous Protected Areas



-  Gibavic Conservation Restriction
-  Gibavic building envelope
-  Whitney Road Conservation Area (RGT-owned)
-  Marvel Family Conservation Area (RGT-owned)
-  Doolittle Brook Conservation Area (town-owned)
-  Rattlesnake Gutter Conservation Area (town-owned)

RGT = Rattlesnake Gutter Trust



ATTEST: FRANKLIN COUNTY, MASS. Joseph A. Gochinski Register