



## RATTLESNAKE HILL CONSERVATION RESTRICTION

The Inhabitants of the Town of Leverett, being the sole owner, for its successors and assigns ("Grantor"), acting pursuant to M.G.L.c 44B and Sections 31, 32 and 33 of Chapter 184 of the General Laws of Massachusetts, hereby grant to The Rattlesnake Gutter Trust, being a trust dated January 14, 1988 and recorded in the Franklin County Registry of Deeds in book 2191, page 304 as amended by document dated June 6, 1989 and recorded in the Franklin County Registry of Deeds in Book 2339, page 342 and having a mailing address of P.O. Box 195, Leverett, Massachusetts 01054, having the power to acquire interests in land in accordance with said General Laws, and its successors and permitted assigns, ("Grantee"), for no monetary consideration, in perpetuity and exclusively for conservation purposes, the following Conservation Restriction on a parcel of land located in the Town of Leverett Massachusetts constituting approximately 18.0 acres ("Premises"), and more particularly described in Exhibit A and attached survey. For the Grantor's title see Franklin County Registry of Deeds Book 5869, page 171, Book 6095 page 193 and 194, Plan Book 132 page 12. There is no mortgage on this property.

### I. PURPOSES

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

- **Open Space Preservation.** The protection of the Premises contributes to the preservation of the scenic and natural rural character of Leverett. It is located on top of the cliffs above the northeaster end of Rattlesnake Gutter. It adds to a conservation corridor of more than 100 acres in this section that is already protected.
- **Scenic Protection.** The Premises is located on the hill above the Saw Mill River and the eastern section of Rattlesnake Gutter, a glacial ravine of geological and historical significance to the town. The Premises includes a vista above the most spectacular of the Rattlesnake Gutter cliffs, with a view to the east that includes Brushy Mountain and Morse Hill and to the west that includes a view of the Leverett Peace Pagoda, Mt. Toby, and, on clear days, all the way to Mt. Greylock in the Berkshires.

- **Surface Water Protection.** The Premises is under vegetative cover and drains into the Saw Mill River, which flows westerly until it joins the Connecticut River in Montague. The Saw Mill River is included in the Commonwealth's Priority Habitats (NHESP, 9/1/2008).
- **Protection of Wildlife Habitat.** The Premises is home to many species of woodland mammals and birds. Hikers have seen porcupines, coyotes and have found deer scat and snowshoe hare tracks. Ravens often nest in the cliffs below the property. Lady's slippers grow in the late spring along the cliffs.
- **Public use.** Access on foot to existing trails to the Premises will provide vistas to the east and west. The deed provides for legal access on a right-of-way through property currently owned by Henry Berry. The Premises will be available to the public for hiking and other passive recreational and educational activities, so long as such activities do not negatively impact the ecological health of the Premises or the conservation purposes of this Conservation Restriction.
- **Protection of Native American Cultural Resources, Native American Burials, and Interment of Ceremonial Objects.** There are cultural resources in the vicinity.
- **Furtherance of Government Policy.** Protection of the Premises contributes to the implementation of all four overall goals listed in the *Leverett Conservation Committee's 2010 Open Space and Recreation Plan Update, Section 8, Goals and objectives:*

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

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

### A. Prohibited Acts and Uses

Subject to the exceptions set forth in Paragraph B hereof, the Grantor will not perform or permit the following acts and uses which are prohibited on, above, and below the Premises:

- (1) Constructing, placing or allowing to remain any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, sign, fence, billboard or other advertising display, antenna, utility pole, tower, conduit, line or other temporary or permanent structure or facility on, above or under the Premises;

- (2) Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise make topographical changes to the area;
- (3) Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, toxic or hazardous materials, or other substance or material whatsoever or the installation of underground storage tanks;
- (4) Cutting, removing or otherwise destroying trees, grasses or other vegetation;
- (5) Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, historical and cultural preservation, or wildlife habitat;
- (6) Use, parking or storage of vehicles including motorcycles, mopeds, all-terrain vehicles, or other motorized vehicles or trail bikes on the Premises;
- (7) The disruption, removal, or destruction of the stone walls or granite fence posts, stone rows, stone alignments, stone piles and stone cairns, stone enclosures, standing stones, stone arrangements in geometric or animal form, or any stone structures consisting of stones or boulders of any quantity by artificial means on the Premises;
- (8) The conduct of archaeological activities of any kind, including artifact removal;
- (9) Subdivision or conveyance of a part or portion of the Premises, or division, or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), and no portion of the Premises may be used toward building or development requirements on this or any other parcel; and
- (10) Any other use of the Premises or activity thereon which is inconsistent with the purpose of this Conservation Restriction or which would materially impair its conservation interests.

B. Reserved Rights and Exceptions

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

- (1) Recreational Activities. Hiking, horseback riding, cross-country skiing, and other non-motorized outdoor recreational activities that do not materially alter the landscape, do not degrade environmental quality, or do not involve more than *de minimis* use for commercial recreational activities. Hunting subject to the right of the Grantor to limit or prevent hunting on the Premises;

- (2) Vegetation Management. In accordance with generally accepted forest management practices, removing of brush, selective *de minimis* pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Premises, including vistas on the east side of the Premises toward Brushy Mountain and Morse Hill, and on the west side of the Premises toward Jackson Hill and Mt. Toby, woods roads, fence lines and trails as shown in the baseline survey. With prior written permission of Grantee, all cutting plans and designated access routes shall avoid any stone structures or traditional cultural properties and shall be reasonably required to prevent any damage thereto. Pruning or cutting to provide lines of sight for astronomical events shall be done under the supervision of Tribal Historical Preservation Officer;
- (3) Non-native or nuisance species. The removal of non-native or invasive flora and interplanting of native species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
- (4) Composting. The stockpiling and composting of stumps, trees and brush limbs and similar biodegradable materials originating on the Premises, provided that such stockpiling and composting is in locations where the presence of such activities will not have a deleterious impact on the purposes (including scenic values) of this Restriction;
- (5) Wildlife Habitat Improvement. With the prior written permission of Grantee, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species including selective planting of native trees, shrubs and plant species;
- (6) Trails. The construction, marking, clearing and maintenance of trails is allowed, including handicapped accessible trails if not materially altering the landscape or degrading environmental quality;
- (7) Excavation. With the prior approval of the Grantee, excavation of soil, gravel or other mineral resources or natural deposit as may be incidental to the installation or maintenance of walking trails, good drainage, soil conservation or other permissible use of the Premises;
- (8) Use of Motorized Vehicles. Use of motorized vehicles only if necessary for the purpose of property maintenance, or as necessary by police, fire prevention personnel or other government agencies carrying out their lawful duties, and individual transportation vehicles necessary for the mobility of persons with physical limitations or disabilities. Motor vehicles are to be used only in ways that are not detrimental to water quality, wetland integrity, fragile habitat, and soil, wildlife, and plant conservation, and are to be kept on woods roads and trails to the extent possible;
- (9) Archeological Excavations. The conduct of non-destructive field investigations or surveys for historic, Tribal and/or archaeological resource management, conservation of historic, Tribal and/or archaeological resources, research and/or planning undertaken in

accordance with a research design and methodology permitted and approved by the Massachusetts State Archaeologist or successor official under an Archeological Field Investigation Permit issued by the State Archeologist pursuant to G. L. Chapter 9, Section 26A and pertinent regulations. Any permitted activities involving Native American artifacts, sites of known habitation, ceremonial sites and ceremonial landscapes or continued use sites shall be conducted under the direct supervision of one or more of the regional Tribal Historic Preservation Offices.

(10) Subsurface Disturbance. In the event there shall be any permitted use of the Premises that entails digging, excavation, or any other activity that entails or may cause sub-surface soil or surficial rock disturbance, in order to ensure that no evidence of previous Native American ceremonial activity in the subject area may be compromised, with prior notification to the Grantee, an appropriate archaeological survey, and subsequent test excavation(s) if indicated by a negative surface survey, shall be conducted, following the submission of an 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 Tribal Historic Preservation Offices and, in the event evidence shall, at any point, be found of Native American activity, it shall be in the sole discretion of the said Tribal Historical Preservation Officer or his/her representative whether the said permitted activity may continue, and if not, whether and by what means any restoration shall be undertaken or made to mitigate any damages caused by said permitted activity;

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

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

C. Notice and Approval.

Whenever notice to or approval by Grantee is required under the provisions of paragraphs A or B, Grantor shall notify Grantee in writing not less than 60 days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within 60 days of receipt of Grantor's request. Grantee's approval shall not be unreasonably withheld,

but shall only be granted upon a showing that the proposed activity shall not materially impair the purposes of this Conservation Restriction. Failure of Grantee to respond in writing within 60 days shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after 60 days in the notice.

### III. LEGAL REMEDIES OF THE GRANTEE

#### A. Legal and Injunctive Relief

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

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

#### B. Non-Waiver

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

#### C. Disclaimer of Liability

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

D. Acts Beyond the Grantor's Control

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

IV. ACCESS

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

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

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

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

V. EXTINGUISHMENT

A. If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this Conservation Restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approvals required under M.G.L.c 184 sec 32, including the approval of the Secretary of the Executive Office of Energy and Environmental Affairs. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantee, on a

subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Section V. B. below, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds after complying with the terms of any gift, grant or funding requirements including M.G.L. c 44B. Grantee shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein.

B. Proceeds. Grantor and Grantee agree that the donation of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value of this Conservation Restriction.

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

## VI. ASSIGNABILITY

### A. Running of the Burden

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

### B. Execution of Instruments

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

### C. Running of the Benefit

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



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

**VII. SUBSEQUENT TRANSFERS**

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee within 20 days of such transfer. Failure to do so shall not impair the validity or enforceability of this Conservation Restriction. Any transfer will comply with article 97 of the Amendments to the constitution of the Commonwealth of Massachusetts, if applicable.

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

**VIII. ESTOPPEL CERTIFICATES**

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

**IX. NON MERGER**

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

**X. AMENDMENT**

If circumstances arise under which an amendment to or modification of this Conservation Restriction may be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the General Laws of Massachusetts. Any amendments to this Conservation Restriction shall occur only in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs and if applicable, shall comply with the provisions of Art. 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Franklin County Registry of Deeds.

**XI. EFFECTIVE DATE**

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

**XII. NOTICES**

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

To Grantor: Inhabitants of the Town of Leverett, Town Hall, P.O.Box 300, 9 Montague Road, Leverett, MA 01054

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

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

XIII. GENERAL PROVISIONS

A. Controlling Law

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

B. Liberal Construction

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

C. Severability

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

D. Entire Agreement

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

XIV. MISCELLANEOUS

A. Pre-existing Public Rights.

Approval of this Conservation Restriction pursuant to M.G.L. Chapter 184, Section 32 by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

We, the undersigned, being a majority of the Select Board of the Town of Leverett, Franklin County, Massachusetts, hereby certify that at a public meeting duly held on 11/8, 2011, the Select Board voted to approve the foregoing Conservation Restriction to the Rattlesnake Gutter Trust, pursuant to M.G.L.c 44B and Section 32 of Chapter 184 of the General Laws of Massachusetts.

Select Board

*John Shuy*

\_\_\_\_\_

*[Signature]*

\_\_\_\_\_

\_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Franklin, ss:

On this 8<sup>th</sup> day of November, 2011, before me, the undersigned notary public, personally appeared Jacob St. John, Rich Bro... proved to me through satisfactory evidence of identification which was known to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

*[Signature]*  
\_\_\_\_\_  
Notary Public  
My Commission Expires:

**Marjorie E. McGinnis**  
My Commission Expires  
June 4, 2015

ACCEPTANCE OF GRANT

The above Conservation Restriction was accepted by the Rattlesnake Gutter Trust  
this 8 day of November, 2011.

RATTLESNAKE GUTTER TRUST

By: Stephen J. Weiss

Its: Co-Chair, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Franklin, ss:

On this 8<sup>th</sup> day of November, 2011, before me, the undersigned notary public,  
personally appeared Stephen Weiss, proved to me through satisfactory evidence  
of identification which was Known to  
be the person whose name is signed on the proceeding or attached document, and  
acknowledged to me that he signed it voluntarily for its stated purpose.

[Signature]  
Notary Public  
My Commission Expires:

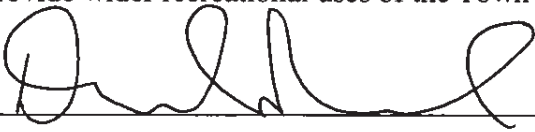


**Marjorie E. McGinnis**  
**My Commission Expires**  
**June 4, 2015**

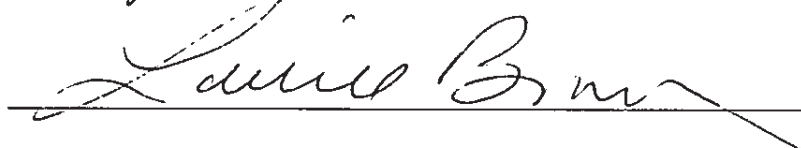
CONSERVATION COMMISSION

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

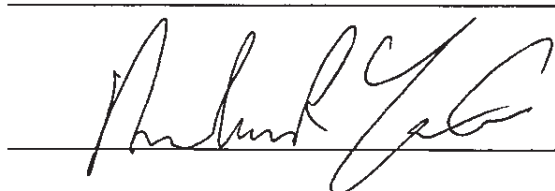
- Preserve the rural character of the Town
- Protect and preserve natural resources
- Improve public education related to open space
- Provide wider recreational uses of the Town's natural resources

Signed:  \_\_\_\_\_

 \_\_\_\_\_

 \_\_\_\_\_

 \_\_\_\_\_

 \_\_\_\_\_

 \_\_\_\_\_

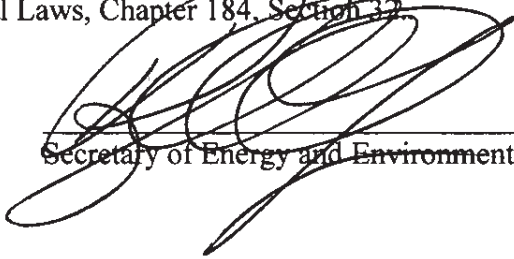
\_\_\_\_\_

Date: November 14, 2011

APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS  
COMMONWEALTH OF MASSACHUSETTS

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

Dated: November 28, 2011

  
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS  
Suffolk, ss:

On this 28<sup>th</sup> day of November, 2011, before me, the undersigned notary public, personally appeared Richard K. Sullivan, proved to me through satisfactory evidence of identification which was personally known to me to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.


  
Notary Public  
My Commission Expires: 12/15/2011



EXHIBIT A

**Bk: 05869 Pg: 171**



2010 00005110  
Bk: 5869 Pg: 171 Franklin County  
Page: 1 of 3 08/13/2010 11:23 AM

**Premises:** 18.1 Acres off  
Hemenway Road  
Leverett, Massachusetts

I, Henry G. Berry of 161 Hemenway Road, Leverett, Massachusetts 01054

for consideration paid in the sum of TWENTY THOUSAND AND 00/100 DOLLARS  
(\$20,000.00)

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

**WITH QUITCLAIM COVENANTS**

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

Being a portion of the premises conveyed to Henry G. Berry by deed of Cathy L. Axelson-Berry  
and Henry G. Berry dated November 13, 2006 and recorded in the Franklin County registry of  
deeds in Book 5218, Page 200.



**EXHIBIT A**

The land shown as Parcel A on a plan of land entitled "Plan of Land in Leverett, Massachusetts, Prepared for the Inhabitants of the Town of Leverett" dated April 20, 2010 by Harold L. Eaton and Associates, Inc., Registered Professional Land Surveyors, and recorded in the Franklin County Registry of Deeds in Plan Book 130, Page 8. Containing 18.1 acres, more or less.

Together with a right of way for vehicles and pedestrians from Hemenway Road to the premises over the easterly portion of the easterly portion of Lot 1 shown on the aforesaid plan, said portion of Lot 1 being bounded easterly by Hemenway Road and westerly by a southerly extension of the northeasterly boundary of Lot 1 shown on the plan as having a length of 257.63 feet and a course of N. 6° 2' 32" E.

descriptions\leverett.qcd.doc

Bk: 05869 Pg: 173

Executed as a sealed instrument this 9 day of June, 2010.

In the presence of

James T. Bands  
Witness

Henry G. Berry

STATE OF MARYLAND

Frederick County, SS.

June 9, 2010

Then personally appeared the above named Henry G. Berry, proved to me through satisfactory evidence of identification, which identification was, MA Driver's License, to be the person whose name is signed above and acknowledged the foregoing instrument to be his free act and deed, before me,



James T. Bands  
Notary Public  
My Commission Expires: 5/18/2012

ATTEST: FRANKLIN, Joseph A. Gochinski Register



2011 00011787  
Bk: 6095 Pg: 194 Franklin County  
Page: 1 of 3 11/10/2011 10:14 AM

**Premises:**

0.2992+/- Acres Off Hemenway Road  
Leverett, Massachusetts 01054

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

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

grant to Henry G. Berry of 161 Hemenway Road, Leverett, 01054


**WITH QUITCLAIM COVENANTS**

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

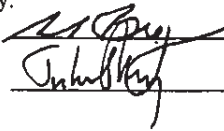
Being a portion of the premises conveyed by deed of Henry G. Berry to the Inhabitants of the Town of Leverett dated June 9, 2010 and recorded in the Franklin County Registry of Deeds in Book 5869, Page 171.

Executed as a sealed instrument this 8 day of November 2011.

In the presence of,



Inhabitants of the Town of Leverett  
By:



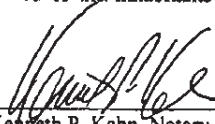
Select Board, duly authorized

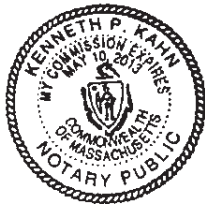
COMMONWEALTH OF MASSACHUSETTS

Franklin, SS.

November 8  
July, 2011

Then personally appeared the above named Richard Brazeau, ~~Peter Errico~~ and Julie Shively, proved to me through satisfactory evidence of identification, which identification was, personally known to me, to be the person whose names are signed above and acknowledged the foregoing instrument to be the free act and deed of the Inhabitants of the Town of Leverett, before me,

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

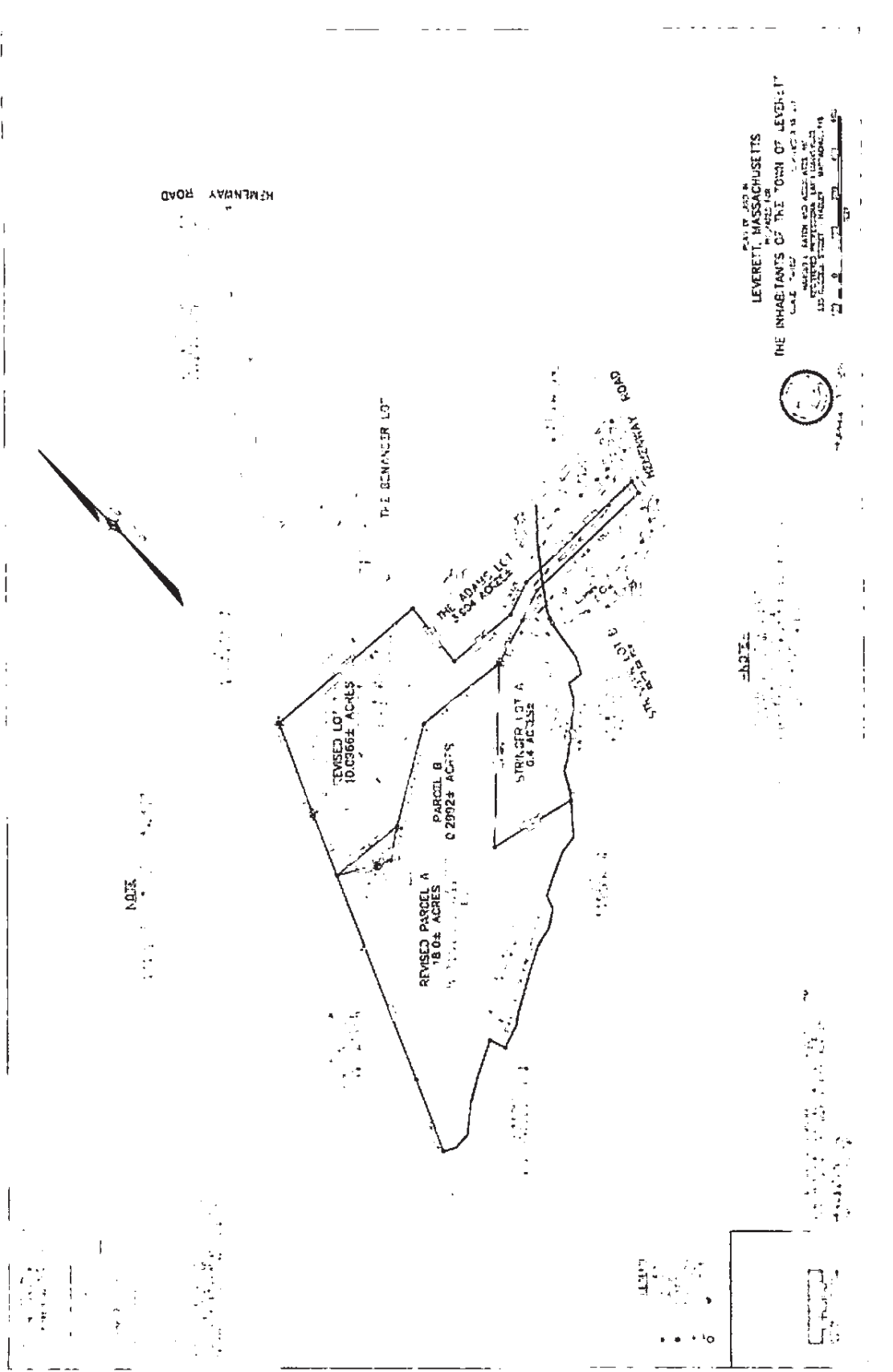


**EXHIBIT A**

The land shown as Parcel B on a plan of land entitled "Plan of Land in Leverett, Massachusetts Prepared for the Inhabitants of the Town of Leverett" dated September 16, 2011 by Harold L. Eaton and Associates, Inc., Registered Professional Land Surveyors, and recorded in the Franklin County Registry of Deeds in Plan Book 132, Page 12. Containing 0.2992 Acres, more or less.

Leverett-qcd-1111

ATTEST: FRANKLIN, Joseph A. Goshinko Registrar





**TOWN OF LEVERETT**  
**Massachusetts 01054**

---

**At the Annual Town Meeting of the Town of Leverett, Massachusetts, held on April 24, 2010, the following vote was taken:**

**Article Seventeen:** To see if the Town will vote to acquire, pursuant to MGL c. 44B, the Community Preservation Act, 18 acres, more or less, and to appropriate \$24,000.00 from the Community Preservation Fund Balance Reserved for Open Space, including up to \$4000.00 for surveying, appraisal, and closing costs, and \$20,000 for the purchase price, said parcel shown as a portion of Lot 66 on Assessors Map 3; said land to be owned by the town with a conservation restriction to be obtained, held, and monitored by the Rattlesnake Gutter Trust; and that the Select Board be authorized to enter into all agreements and execute any and all instruments as may be necessary on behalf of the Town of Leverett to effect said purchase, or take any other action relative thereto.

**Motion:** Laurel Kahn moved the town vote to acquire, pursuant to MGL c. 44B, the Community Preservation Act, 18 acres, more or less, and to appropriate \$24,000.00 from the Community Preservation Fund Balance Reserved for Open Space, including up to \$4000.00 for surveying, appraisal, and closing costs, and \$20,000 for the purchase price, said parcel shown as a portion of Lot 66 on Assessors Map 3; said land to be owned by the town with a conservation restriction to be obtained, held, and monitored by the Rattlesnake Gutter Trust; and that the Select Board be authorized to enter into all agreements and execute any and all instruments as may be necessary on behalf of the Town of Leverett to effect said purchase, or take any other action relative thereto.

Motion was seconded.

The motion **carried unanimously.**

**A true copy attest:**

Handwritten signature of D'Ann Sauer Kelty.

**D'Ann Sauer Kelty, Acting Town Clerk**  
**September 28, 2010**