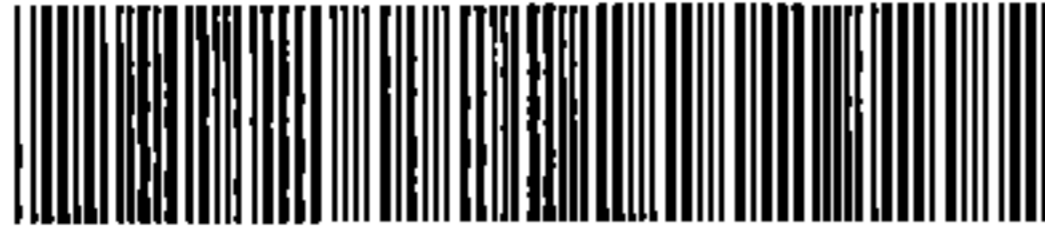


Franklin County - 20/20 Perfect Vision i2 Document Detail Report

Current datetime: 10/10/2011 3:02:18 PM

Doc#	Document Type	Town	Book/Page	File Date	Consideration
4375	DECLARATION		01352/275	06/22/1973	
Property-Street Address and/or Description					
SEE RECORD					
Grantors					
TEAWADDLE TRUST, WILLIAMS SCHAFFER TR, WILLIAMS JEAN CLARK TR, WILLIAMS CHRISTOPHER TR, WILLIAMS NICHOLAS TR, MITCHELL GWYN WILLIAMS TR					
Grantees					
TEAWADDLE TRUST, WILLIAMS SCHAFFER TR, WILLIAMS JEAN CLARK TR, WILLIAMS CHRISTOPHER TR, WILLIAMS NICHOLAS TR, MITCHELL GWYN WILLIAMS TR					
References-Book/Pg Description Recorded Year					
Registered Land Certificate(s)-Cert# Book/Pg					



1973 00004375

Bk: 1352 Pg: 275 Doc:DCLTN
Page 1 of 24 06/22/1973 02:20PMTEEWADDLE TRUST

This Agreement made this 24th day of May , 1973, between SCHAFER WILLIAMS of Green Bay, Wisconsin, and JEAN CLARK WILLIAMS, of Leverett, Massachusetts, (hereinafter referred to as the "Grantors"), and CHRISTOPHER WILLIAMS of Shaftsbury, Vermont, NICHOLAS WILLIAMS of East Montpelier, Vermont, and GWYN WILLIAMS MITCHELL of Leverett, Massachusetts, (hereinafter referred to as the "Original Trustees").

W I T N E S S E T H T H A T:

WHEREAS, simultaneously with the execution of this Agreement, the Grantors have delivered to the Original Trustees certain real and personal property described in Schedule A hereto attached;

WHEREAS, it is the desire of the Grantors that the real property transferred as above and described in Schedule A be preserved to the greatest degree possible in its present nearly undeveloped state for the benefit and use of the children of their marriage and their spouses and issue; and

WHEREAS, additional property, real, personal or mixed, may hereafter be transferred to or acquired by the trustees, to be held upon the trusts of this declaration;

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NOW, THEREFORE, the trustees hereby declare that they shall hold such property, together with the income therefrom and the proceeds thereof, in trust for the uses and purposes and in the manner and subject to the powers and provisions hereinafter set forth for the benefit of the children of the Grantors' marriage and their families, and will dispose of the trust property and the net income therefrom as hereinafter provided.

ARTICLE I - NAME OF TRUST AND DEFINITIONS

This trust shall be known as and its business shall be transacted and conducted under the name of "TEEWADDLE TRUST". The title of the trustees shall be "Trustees of Teewaddle Trust" and any property conveyed to the trust or to the trustees under that description shall be held in trust by the trustees under the provisions hereof.

References in this instrument to the trust property shall be construed to mean real property, or personal property, as the case may be and in any event where property is of a mixed category, the trustees may determine which classification applies and their determination shall be final.

All references in this instrument to the trustees shall be construed to mean the one or more persons who are for the time being acting as trustee or trustees hereunder.

All references in this instrument to "the Teewaddle Hill

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property" shall mean the land with the buildings thereon and any improvements or additions thereto situated in Leverett, Franklin County, Massachusetts, or described in deed of Constance G. Surprenant, to Schafer Williams and Jean Clark Williams, dated July 14, 1961 and recorded with Franklin County Registry of Deeds, Book 1123, Page 44, except for the portion or portions thereof conveyed by said Schafer Williams and Jean Clark Williams to the Town of Leverett by deed dated April 13, 1973 and recorded with said Deeds, Book 1346, Page 62, ~~as described in a Plan~~ ^{as described in a Plan} ~~the-accompanying-map-is~~ recorded in Plan Book 36, Pages 90 and 91.

ARTICLE II - PURPOSES

This trust shall have familial, public and business purposes. ^{While} the primary purpose of the trust shall be the familial purpose any one or more of the other purposes may be pursued from time to time as the trustees in their sole discretion may deem appropriate in order to carry forth and promote the familial purposes.

The familial purpose of the trust shall be to preserve a portion or portions of the Teewaddle Hill property for the children of the marriage of Schafer Williams and Jean Clark Williams, their spouses and issue, for residential, recreational and/or agricultural purposes, including business enterprises in furtherance thereof and home occupations insofar as the trustees in their discretion

may deem it practicable and desirable to do so.

The public purpose of the trust shall be to utilize a portion or portions of the Teewaddle Hill property for conservational, and/or educational purposes, including without limiting the foregoing the conveyance of a portion or portions of said land to the Inhabitants of the Town of Leverett, all as the trustees may in their discretion determine.

The business purpose of the trust shall be limited with regard to the Teewaddle Hill property and any other real property held by the trust to the following: holding, managing, operating, maintaining, leasing, mortgaging or otherwise dealing with the Teewaddle Hill property and the buildings, structures, fences, improvements, additions, and other things appurtenant thereto and any other real property held by the Trust to the extent necessary in order that the familial and public purposes set forth above may be carried out to the fullest extent possible; and

The following with regard to personal property held by the Trust: acquiring, purchasing, holding, investing and reinvesting in, managing, exchanging and otherwise dealing with said personal property in order that income may be produced and directed toward payment of expenses incurred by the trust in carrying on the purposes as set forth above regarding the Teewaddle Hill property and any other real property held by the Trust.

ARTICLE III - POWERS OF TRUSTEES

All actions of the Trustees shall be by unanimous vote unless provided otherwise elsewhere in this Trust or by virtue of statute, common law. Without limiting the generality of the foregoing purposes and in extension of and not in limitation of any powers, authorities and discretions conferred elsewhere in this trust or which the trustees may have by virtue of statute or common law, the trustees, without any action or consent by the Grantors or beneficiaries hereunder, shall have and may exercise in their discretion at any time or times, without liability for the exercise or non-exercise of the same, the following powers, authorities and discretions which may be exercised by them with regard to the personal property held by the Trust in their fiduciary capacity and without resort to or order of any court:

(1) To sell, convey, exchange or otherwise dispose of all or any part or parts of the trust personal property free and discharged of all trusts at public or private sale or otherwise without license of any court for cash or other consideration or on credit, with or without security, and upon such terms and conditions as the trustees shall think fit; and to grant options with respect to the sale of any such property for such period and upon such terms and conditions as they may determine.

(2) To abandon as worthless any personal property,

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which the trustees may determine upon evidence satisfactory to them to be of no value or of such small value that the keeping of the same is not warranted.

(3) To borrow money at any time or times and to give promissory notes therefor binding the trust personal property.

(4) To distribute all or any part of the trust property to the beneficiaries in kind, according to their respective interests at the termination of this Trust.

(5) To purchase, acquire, hold for investment, invest, reinvest, use, sell, assign, transfer or otherwise dispose of any shares of stock or beneficial interest, bonds, securities or other obligations of any enterprise.

(6) To hire or rent and maintain suitable offices for the transaction of the business of the trust; and to enter into employment contracts or arrangements with and otherwise to employ, compensate and discharge such investment advisers, custodians, legal counsel, accountants, engineers, brokers, architects, auctioneers, caretakers, agents, employees and others, for such periods and purposes as the trustees may think fit, any of whom may be a trustee hereunder.

(7) To retain, acquire and invest in property returning no income or slight income for such periods as the Trustees may think fit and to hold property uninvested; and to determine what shall be charged or credited to income and what to principal not-

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withstanding any present or future statute or rule of law, but only in a manner which shall in the judgment of the trustees fairly and equitably reflect a proper allocation between principal and income.

(8) To participate in, assent to, approve or oppose any merger, consolidation, reorganization or recapitalization of any corporation or other organization, the securities or any other interest of which at the time are included in the trust personal property and in connection therewith to surrender or exchange any property held by them for other property; to sell or exercise subscription rights attaching to any securities held by them and to exercise voting rights either in person or by proxies of any securities held by them.

(9) To pay all expenses which the trustees may deem to be necessary or desirable in the organization, management or carrying on of the business of the trust or in the distribution of the trust property out of principal or out of income or partly out of principal and partly out of income as the trustees in their discretion may deem advisable.

(10) To pay, compromise or otherwise settle all debts, obligations or other liabilities of whatever nature incurred by or imposed upon or against the trustees or the trust property, including, without limitation, real estate and other taxes, betterment assessments and utility expenses; to enter and make any agree-

ment for the payment of taxes to the Commonwealth of Massachusetts or to any other taxing authority whether or not such taxes would otherwise be payable or assessable by or against the trustees or the beneficiaries, all as may be required or permitted by any present or future law, and in connection with the foregoing, to prepare and file such returns and to do such other acts and things as the trustees may determine.

(11) To pay, compromise, settle, adjust by arbitration or otherwise, contest, litigate or abandon upon such terms as the trustees may think best, all claims, actions, suits, proceedings or controversies arising with respect to the trust property or the trustees and to give releases in connection therewith.

(12) To open and maintain bank accounts and investment accounts in the name of the trust or the trustees with such banks, trust companies and investment companies in this Commonwealth or in any state as the trustees may at any time or times determine.

(13) To set up and maintain books of account and other records.

(14) To execute, seal, acknowledge and deliver agreements, contracts, stock powers, leases, deeds, notes, mortgages and all other instruments as may be necessary or appropriate in carrying out the purposes and business of the trust.

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(15) To adopt, determine the form of and use a seal for the trust, all as the trustees may determine.

(16) To do whatever shall appear to the trustees to be necessary or desirable in promoting or carrying out the purposes and business of the trust or conducive to the protection or benefit of the trust property as fully as though they were absolute owners of the trust property and in so doing the trustees may do all things legal or customary in connection with the management of the trust property or in connection with an undertaking such as the trust which is hereby established.

(17) To adopt rules and regulations for the management of the trust and real and personal property of the trust that will clarify these powers and include specific provisions as required.

With regard to the Teewaddle Hill property and any other real property held by the trust, the powers of the trustees shall be limited and strictly construed to include only those powers necessary to carry forth the purposes for what this trust is established, except where specific authority is granted by statute or common law and the following actions shall require unanimous vote of the trustees:

1. To name one of their number to act as manager of all or a portion of the real property held by the trust. The manager to be allowed the exclusive right to live in the dwelling

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situated on said real estate except that Anne Williams may remain on the property until she completes her schooling and any other children of the Grantors may return to live in the dwelling on a temporary basis in the event of emergencies.

2. To lease or to let to tenants at will, all or any part or parts of the trust property. The Trustees are specifically authorized to lease a portion or all of the Teewaddle Hill property to one or more of their number on such terms and conditions as they may deem proper, including, the receipt of maintenance and upkeep services in lieu of monetary rent. However, in the event the trust personal property fails to produce sufficient income to meet expenses, the rent would be at least sufficient to pay taxes and other necessary expenses.

3. To make and enter arrangements and agreements with adjoining owners or other persons respecting boundary lines, water rights, utility rights, party walls, and easements and restrictions of every nature.

4. To dedicate, convey, exchange, give or otherwise dispose of all or any part or parts of the trust property for any conservational, and/or educational purpose or purposes to the Town of Leverett, Massachusetts or the Commonwealth of Massachusetts, or to any organization, trust or other entity whose purposes include the holding and maintenance of property for conser-

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vational, and/or educational purposes not inconsistent with the purposes for which this trust is formed.

5. To abandon as worthless any real property which the trustees may determine upon evidence satisfactory to them, to be of no value or of such small value that the keeping of the same is not warranted.

6. To mortgage all or any part or parts of the real property for the purpose of obtaining funds to carry forth the purposes for which this trust is formed.

7. To convey to each of the five (5) children, excluding Suzanne, a portion of the Teewaddle Hill property along Teewaddle Hill Road to a depth not to exceed 700 feet from the road.

8. To do whatever shall appear to the trustees to be necessary or desirable in promoting or carrying out the purposes and business of the trust or conducive to the protection or benefit of the trust property as fully as though they were absolute owners of the trust property and in so doing the trustees may do all things legal or customary in connection with the management of the trust property or in connection with a undertaking such as the trust which is hereby established.

9. To adopt rules and regulations for the management of the trust and real property of the trust that will clarify these powers and include specific provisions as required.

ARTICLE IV - TRUSTEES

There shall initially be three trustees hereunder (hereunder the "original trustees"). Upon the attainment of her majority, Anne Williams, of Leverett, Massachusetts, shall become an original trustee hereof. An original trustee during his/her lifetime and incumbency may appoint his/her successor trustee, such appointment to be effective upon the resignation, death or legal incapacity of the original trustee. If a trustee resigns, dies, becomes legally incapacitated, or otherwise ceases to serve and, in the case of an original trustee having failed to appoint a successor trustee, the remaining trustees may appoint a successor trustee. To qualify as a successor trustee hereunder, an individual shall be either a descendent of the Grantors or a spouse of a descendent.

There shall always be at least two (2) trustees hereunder. If a trustee resigns, dies, becomes legally incapacitated, or otherwise ceases to serve, in the case of an original trustee, having failed to appoint a successor, and such trustee shall have been one of two trustees then serving hereunder, the remaining trustee shall forthwith appoint a successor trustee. If at any time all the trustees hereunder shall for any reason cease to serve, the Grantors if living, or if not living, the majority of

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the then living children of the Grantors or if no such children are living, then the majority of the living grandchildren of the Grantors, and so forth, shall appoint a successor trustee, who shall, in turn, appoint a second successor trustee.

Any trustee may at any time resign as trustee by a written instrument signed by him/her, acknowledged and delivered to the remaining trustee or trustees, or if there is no remaining trustee, to the Grantors or the then living children of the Grantors, or the then living grandchildren of the Grantors as the case may be.

The appointment of a trustee shall be by an instrument in writing. A successor trustee hereunder shall qualify as a trustee by a written acceptance signed by him/her, acknowledged, and delivered to the trustee or trustees then in office. Upon such acceptance, the trust property shall vest in the successor trustee and the trustee or trustees continuing in office without further action. However, each retiring trustee and the legal representatives of a trustee who is deceased or under legal disability shall execute, seal, acknowledge, and deliver to the remaining trustee or trustees such deed or other instruments as may be necessary or appropriate to confirm or provide evidence of the vesting of the trust property as aforesaid.

Except insofar as modified by the following, the exercise of any power vested hereby in the trustees shall require the action of all the trustees holding office at the time. Such ac-

tion may be taken with or without a meeting. Until a vacancy in the number of trustees is filled, or while any trustee is absent from the United States of America or for any reason incapable of acting as trustee hereunder, the other trustee or trustees shall have and may exercise all of the powers, authorities and discretions of trustees hereunder and the certification of the other trustees by written instrument signed by them and acknowledged of such vacancy, absence or incapacity shall be conclusive. The trustees may appoint any one or two of their number to be called the manager to sign receipts and vouchers for payments and checks and to pay out and disburse funds of the trust and to have general charge of the management of all or any part or parts of the trust property. The manager shall have authority to sign all notes, deeds, leases, mortgages, agreements, contracts and other written instruments necessary or appropriate in carrying out the business or purposes of the trust. The manager shall only sign notes, deeds, and mortgages after obtaining the unanimous consent of trustees. Any trustee may from time to time by power of attorney signed by him/her, and acknowledged delegate all or any of his/her powers, authorities and discretions to the remaining trustee or trustees for periods not exceeding one hundred eighty (180) days each but any such delegation may be renewed by successive powers of attorney and may be revoked. A majority vote of trustees shall be sufficient to authorize a trustee to construct a residence on the

premises and occupy same.

The manager shall maintain all books of account and other records pertaining to the trust and shall prepare or cause to have prepared and send or cause to have sent to each of the trustees, at appropriate intervals, reports, accountings and financial statements of the management and affairs of the trust.

No purchaser, lender or other person dealing with the trustees need inquire concerning the validity of anything they propose to do or be bound to see to the application of any funds or property transferred to them or to their order.

ARTICLE V - LIABILITIES TO THIRD PERSONS

No assessment shall ever be made upon the beneficiaries and no trustee or officer or agent of the trust shall have the power to bind the beneficiaries personally, it being the intention of the trustees to create a trust of which the beneficiaries are the cestuis que trustent.

All persons, corporations, trusts, estates and the like extending credit to, contracting with or having a claim against the trustees shall look solely to the trust property for payment so that the trustees shall not be personally liable therefor, In all instruments imposing liability upon them as trustees, the trustees shall expressly refer to this provision of this trust and shall provide that recourse shall be to the trust property

only and not to the trustees personally, except that in signing negotiable instruments governed by Mass. Gen. Laws, C.106, § 3, the trustees need only indicate that they are trustees of this trust and that they act in their capacity as such.

ARTICLE VI - LIABILITIES TO THE TRUST

No trustee shall be liable to the other trustees, the trust, the Grantors, or the beneficiaries for any loss or damage to the trust property or to the interests of the beneficiaries by reason of any act or omission on his part done or made in good faith. No trustees shall be liable for the acts or omissions of any other trustee or of any agent selected with reasonable care.

ARTICLE VII - BENEFICIARIES

The beneficiaries of the trust shall be the children of the marriage of SCHAFER WILLIAMS and JEAN CLARK WILLIAMS:
namely CHRISTOPHER WILLIAMS of Shaftsbury, Vermont;
GWYN WILLIAMS MITCHELL of Leverett, Massachusetts;
SUZANNE WILLIAMS of Leverett, Massachusetts;
NICHOLAS WILLIAMS of ^{East Montpelier, Vermont} ~~Leverett, Massachusetts~~; and
ANNE WILLIAMS of Leverett, Massachusetts;
and their issue by right of representation. The rights of the beneficiaries shall not become vested until the trust is terminated. The trustees shall give notice to the appropriate

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authorities of the Town of Leverett to ascertain whether the Town will accept the Teewaddle Hill property for conservation purposes. If the Town of Leverett votes within sixty (60) days, of the notice to accept the Teewaddle property for such purposes, the Trustees shall transfer such of the Teewaddle Hill property to the Town of Leverett forthwith, excluding the portion abutting Teewaddle Hill Road to a depth of 700 feet. If the Town fails to so vote, the rights of the beneficiaries shall become fully vested and the Trustees shall distribute the property accordingly.

The portion of road frontage property excluded above would pass to the beneficiary in equal shares in any event.

The personal property held hereunder and any additional real property shall be distributed to the then living issue of the children of the Grantors by right of representation.

ARTICLE VIII - TERMINATION

This trust shall terminate in the event that the trustees hereunder unanimously elect by a written instrument to terminate the trust due to impracticality of continuing the trust.

ARTICLE IX - DURATION OF TRUST

This trust, unless sooner terminated under the provisions hereof shall continue for twenty (20) years from the date of the death of the last survivor of SCHAFFER WILLIAMS and JEAN CLARK

WILLIAMS, and the children of their marriage, CHRISTOPHER WILLIAMS, GWYN WILLIAMS MITCHELL, SUZANNE WILLIAMS, NICHOLAS WILLIAMS and ANNE WILLIAMS, and the children of CHRISTOPHER WILLIAMS: SETH WILLIAMS and JOSS EHRlich WILLIAMS, and the child of SUZANNE WILLIAMS: DOLORES IRENE MOORE.

ARTICLE X - WINDING UP OF THE TRUST

Upon the termination of this trust, whether by lapse of time or otherwise, the trustees shall continue to act as trustees hereunder with such of the powers, authorities and discretions conferred on them hereunder as may be necessary or appropriate for the winding up of the affairs of the trust. After discharging all outstanding obligations and providing for possible or contingent liabilities that may arise, the trustees shall divide the trust property (including the proceeds of any sale or sales thereof) and shall convey it, in accordance with the provisions of this trust, to the beneficiaries according to their respective interest.

ARTICLE XI - GOVERNING LAW

This trust shall be deemed in all respects to be governed by the laws of the Commonwealth of Massachusetts.

Schafer Williams
Schafer/Williams

Jean Clark Williams
Jean Clark Williams

IN WITNESS WHEREOF, the said SCHAFER WILLIAMS and JEAN CLARK WILLIAMS, as Grantors, and CHRISTOPHER WILLIAMS, NICHOLAS WILLIAMS and GWYN WILLIAMS MITCHELL, as Original Trustees, have set their hands and seals and have caused their name to be signed the day and year first above written to this Trust.

Grantors

Schafer Williams
Schafer Williams

Jean Clark Williams
Jean Clark Williams

Original Trustees

Christopher Williams
Christopher Williams

Nicholas Williams
Nicholas Williams

Gwyn Williams Mitchell
Gwyn Williams Mitchell

THE COMMONWEALTH OF MASSACHUSETTS

Hampshire , ss.

May 24, 1973

Then personally appeared the above named JEAN CLARK WILLIAMS and acknowledged the foregoing to be her free act and deed before me,

Patricia E. Wagner
Notary Public - Patricia E. Wagner
My Commissions Expires: 10/28/77

STATE OF WISCONSIN :
: SS
BROWN COUNTY :

Personally appeared before me this 18th day of June, 1973, the above named Schafer Williams, who executed the foregoing instrument and acknowledged the same.

Susan J. Andergen
Susan J. Andergen
Notary Public, Brown County, WIS.
My Commission expires 11/18/73

See next page.....

SCHEDULE "A"

Real Estate

The real estate situated in Leverett, County of Franklin, Commonwealth of Massachusetts, and described in the deed of Constance G. Surprenant to Schafer Williams and Jean Clark Williams, dated July 14, 1961, and recorded with Franklin County Registry of Deeds, Book 1123, Page 44, and attached hereto and marked "B", excluding therefrom that portion described in attachment "C".

Personal Property

NONE

See next page.....

See Book 1123 Page 44 for original deed

"B" 296

CONSTANCE G. SURPRIANT

of LEVERETT, FRANKLIN County, Massachusetts,

being unmarried, for consideration paid, grant to Schafer Williams and Jean Clark Williams, husband and wife, as tenants by the entirety

of said Leverett

with warranty covenants

the land in THE TOWN OF LEVERETT, bounded and described as follows:

[Description and encumbrances, if any]

Beginning at the southeast corner at the point where Mill River (also known as Roaring Brook) crosses Teawaddle Road;

thence

Northwesterly and Westerly along the north side of Teawaddle Road, approximately two thousand four hundred and fifteen (2,415) feet to an iron pin set on the north side of Teawaddle Road;

thence

North 3° 25' West one hundred and eighty six and 8/10 (186.8) feet to a point;

thence

North 2° 10' West eight hundred and fifty and 7/10 (850.7) feet to a point;

thence

North 5° 30' East one hundred and ninety four and 7/10 (194.7) feet to a stone monument, the last three courses being marked by wire and rail fence remains and bounding on property of W. D. Cowles, Inc;

thence

North 2° West three hundred and ninety-six and 4/10 (396.4) feet to a stone monument;

thence

North 5° West two hundred and thirty six and 5/10 (236.5) feet to a stone monument, the last two courses being marked by wire and rail fence remains and bounding property of Ralph W. Roaman and Marion B. Roaman;

thence

About North 6° on the wire and rail fence remains and bounded partly on property of Rita T. Stowell a distance of nine hundred and sixty-seven and 5/10 (967.5) feet to a stone monument set on the transmission right of way;

thence

South 87° East on the wire and rail fence remains and bounding on property of Fannie M. Taylor, a distance of four hundred and forty six and 5/10 (446.5) feet to a stone monument set in the north end of a stone wall;

thence

North 5° West on a stone wall and rail fence line and bounding on property of said Fannie M. Taylor, a distance of one hundred and eighteen and 7/10 (118.7) feet to an old stake and stone;

thence

South 82° East along a wire and rail fence remains and partly along a stone wall and bounding partly on property of Edward L. Field and Ruth E Field and partly on property of Joseph S. Mikulunas, a distance of two thousand four hundred and twenty one and 7/10 (2421.7) feet to a stone monument;

thence

South 12° 30' West bounding on the rear of Station H. Adams a distance of approximately

(* Individual - Joint Tenants - Tenants in Common - Tenants by the Entirety.)

"B"

See next page.....

"B"

four hundred (400) feet to the open end of a ditch near the west side of Doelittle Brook Stream;

thence

Southerly by said open drainage ditch to its point of intersection with Doelittle Brook, and thence southerly by said Doelittle Brook to its point of intersection with Mill River (sometimes called Pearing Brook), the above described course being partly by property of Stetson K. Adams and partly by property of Stanley J. Kosloski and Annelina F. Kosloski;

thence

Southerly by the center of said Mill River and bounding property of William J. Lashway and Martha B. Lashway to the point of beginning where Mill River intersects the north line of Townside Road.

The above described farm contains approximately 160 acres, all bearings and distances are approximate.

Said land is subject to a transmission line easement, of approximately seventy-five feet in width, as now occupied by the New England Power Company.

Also a right of way from the highway to the granted tract along the old bridge path, so-called, and also from the highway to the granted tract across the pasture formerly owned by Herbert O. Adams, near the southwest corner of the granted tract, if any there be.

The above tract is made up of two parcels of land conveyed to Constance G. Surprenant as follows:

1. Deed from Herbert O. Adams to Constance Gold, now Surprenant by instrument dated 9 June 1926 and recorded in Franklin County Registry of Deeds, Book 731 Page 94.
2. Deed from Nortram O. Moody, Trustee in Bankruptcy of Deanna Harvell Co to Constance G. Surprenant by instrument dated 17 August 1943 and recorded in Franklin County Registry of Deeds, Book 657 Page 346.

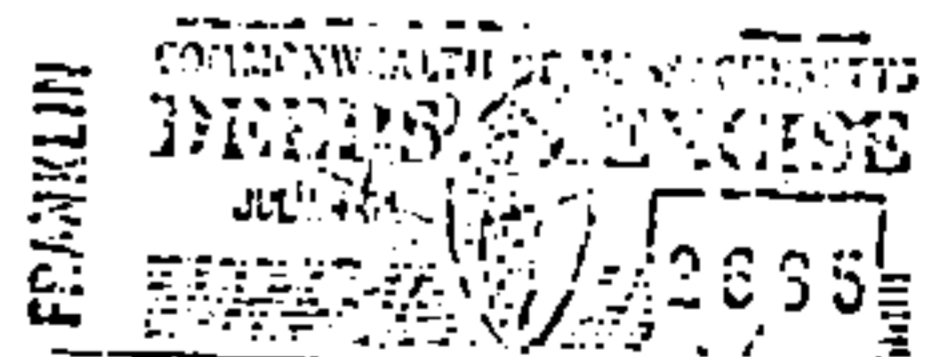
Constance G. Surprenant being the widow of Peter Surprenant who died January 31, 1961.

Subject to 1961 real estate taxes, which have been apportioned,

Witness my hand and seal this 14th day of July 1961

Joseph P. Boyle
Notary Public

Constance G. Surprenant
Constance G. Surprenant



"B"

THE COMMONWEALTH OF MASSACHUSETTS

Franklin

ss.

July 14,

19 61

Then personally appeared the above named Constance G. Surprenant

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

Joseph P. Boyle
Notary Public - Justice of the Peace

My commission expires November 18 19 61

Rec'd for record 2:41 P.M. July 14, 1961 See next page.....

298 "C"

3-24-73

DESCRIPTION OF ¹⁶ ACRES ± LEVERETT, MASS., to be conveyed to The Leverett Conservation Commission, from surveys of T.B. Slack

Beginning at the Southeast corner of other land of these grantors, a Concrete Bound, called point "D" standing on the Northerly side of Toewaddle Road, a distance of 55.15 feet, a bearing of 63° 40' E from another Concrete Bound standing on the Southerly side of the said Toewaddle Road;

THENCE bounded westerly by said other land of these grantors the following courses, marked throughout by Iron Pipes set at both the angles and intermediate points;

N 15° 00' W 463.0 feet

N 4° 48' E 418.2 feet

N 29° 22' E 239.8 feet

N 25° 22' E 416.3 feet

N 14° 18' E 379.0 feet to an Iron Pipe set on the Northerly side of

the Right Of Way Easement to the Western Mass., Electric Company,

Continuing Northerly, bounded Westerly as aforesaid;

N 2° 41' W 117.9 feet

N 8° 09' E 187.4 feet

N 22° 56' E 161.7 feet

N 44° 25' E 101.9 feet

N 11° 00' W 212.0 feet

N 1° 04' E 218.6 feet

N 26° 21' E 137.9 feet, a total distance of 3233.7 feet to an Iron

Pipe set in the Easterly end of an old Stone Wall monumenting the Northerly boundary of these Grantors;

THENCE S 82° 32' E 188.0 feet to an old Stone Bound found standing at the Northeast corner of the Williams Farm, land of these Grantors and both the last course, the Stone Bound and the next course all witnessed found witnessed by spotted trees;

THENCE S 14° 32' W 170.6 feet to an Iron Pipe & Stones set at the Northerly shore of the Beaver Pond so-called;

THENCE the same course to make a total distance of 400 feet ± to an unmarked point called Point "A" in said Beaver Pond;

THENCE Southerly following the center of an old ditch, partly under water, a total distance of about 1400 feet to Point "B" where said ditch converges with the center of Doelittle Brook;

THENCE continuing Southerly mostly by said Doelittle Brook, in part by Roaring Brook about 1800 feet to an unmarked point called "C" where the Northerly side of the aforesaid Toewaddle Road intersects Roaring Brook;

THENCE along the Northerly side of Toewaddle Road about 370 feet to the Concrete Bound first mentioned above and meaning to convey all that part of the Williams Farm we have title to lying Easterly of the above described line running from Point "D" to Point "E" a total distance of 3233.7 feet as aforesaid the land and water containing about SIXTEEN ACRES as may be seen by reference to a Plan to be recorded of even date as drawn from the Surveys by:

Tracy B. Slack and dated at North Amherst March 23, 1973

Being recorded in a deed to the Town of Leverett,
dated April 13, 1973 in Franklin County Registry of
Deeds, Book 1346, Page 62, and shown on Plan Book 36,
Pages 90-91.

Franklin ss. Rec'd for record 2 Hr 20Min PM June 22, 1973

"C"