

# Preliminary Subdivision Application

## “Leverett West” – Proposed Two (2) Lot Subdivision

### Project Location:

Leverett Road  
Shutesbury, Massachusetts 01072  
(Parcel ID: ZF-15)

### Submitted To:

Town of Shutesbury Planning Board  
1 Cooleyville Road  
Shutesbury, Massachusetts 01072

### Applicant & Property Owner:

W.D. Cows, Inc.  
c/o Ms. Cinda Jones  
P.O. Box 9677  
North Amherst, MA 01059

RLA Project File No. 230109

**January 04, 2024**

**R LEVESQUE ASSOCIATES, INC.**

**A LAND PLANNING SERVICES COMPANY**

40 School Street, Westfield, MA 01085

p 413.568.0985 · f 413.568.0986 · [www.rlaland.com](http://www.rlaland.com)



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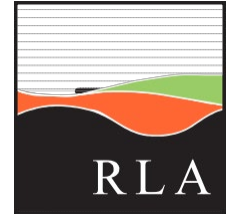
## **I. COVER LETTER**

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# R LEVESQUE ASSOCIATES, INC.

40 School Street, P.O. BOX 640, Westfield, MA 01085

p 413.568.0985 · f 413.568.0986 · www.rland.com



January 04, 2024

Mr. Deacon Bonnar, Chairman  
Town of Shutesbury Planning Board  
1 Cooleyville Road  
Shutesbury, Massachusetts 01072

**RE: Preliminary Subdivision Application – “Leverett West”  
Proposed Two (2) Lot Subdivision  
Leverett Road  
Shutesbury, Massachusetts 01072  
(Parcel ID: ZF-15)  
RLA Project File No. 230109**

Dear Chairman Bonnar and Board Members:

On behalf of the applicant and property owner, W.D. Cows, Inc. c/o Ms. Cinda Jones, please find an original and the requisite number of copies of a Preliminary Subdivision application. The applicant is seeking the preliminary approval for a proposed two (2) lot subdivision to be located at the above-referenced property in Shutesbury, Massachusetts.

Included herewith, you will find the requisite filing fee. As required, a copy of this submission has been submitted electronically via email to the Town of Shutesbury Planning Board.

We are herein requesting to be placed on the Board’s next available agenda. Should you have any questions or comments regarding this submission, please do not hesitate to contact our office at your earliest convenience.

Sincerely,  
R LEVESQUE ASSOCIATES, INC.

*Alexandra Cichetti*

Alexandra Cichetti  
Permitting Project Manager

cc: Cinda Jones



## **2. NOTICE TO THE TOWN CLERK**

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January 10, 2024

Ms. Grace Bannasch, Town Clerk  
Town of Shutesbury  
1 Cooleyville Road  
Shutesbury, Massachusetts 01072

**RE: Notice to the Town Clerk  
Preliminary Subdivision Application – "Leverett West"  
Proposed Two (2) Lot Subdivision  
Leverett Road  
Shutesbury, Massachusetts 01072  
(Parcel ID: ZF-15)**

**Notice to the Town Clerk Pursuant to Section III.B. for Preliminary Plan Filing  
Procedure  
Under the Town of Shutesbury Regulations Governing the Subdivision of Land**

Please accept this as notice that the applicant and property owner, W.D. Cows, Inc. c/o Cinda Jones, has filed with the Shutesbury Planning Board via registered (certified) mail, mailed with the United States Post Office on January 10, 2024, all of the items listed in Section III.B.1 through Section III.B.4 under the Town of Shutesbury Regulations Governing the Subdivision of Land. The applicant is seeking the preliminary approval for a proposed two (2) lot subdivision to be located at the above-referenced property in Shutesbury, Massachusetts.

Included herewith, you will find the Preliminary Plans, application Form B, and a draft of the Development Impact Statement for the project site. Should you have any questions or comments regarding this matter, please do not hesitate to contact our office at your earliest convenience.

Very truly yours,

  
Thomas R. Reidy, Esq.

TRR/lar  
71168-0002  
3602438

### **3. ADMINISTRATIVE FORM**

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- 3.1 TOWN OF SHUTESBURY – APPLICATION FOR APPROVAL OF PRELIMINARY  
SUBDIVISION PLAN (FORM B)
- 3.2 COPY OF FILING FEE CHECK

APPLICATION FOR APPROVAL OF  
PRELIMINARY SUBDIVISION PLAN

Instructions: See Part III.B. of the Rules and Regulations  
Governing the Subdivision of Land in Shutesbury

Date 01/04/2024

To the Planning Board and the Board of Health:

The undersigned herewith submits the accompanying Preliminary Plan of a subdivision of property located in the Town of Shutesbury for study, discussion, and approval under the Subdivision Control Law and the Rules and Regulations Governing the Subdivision of Land in Shutesbury.

1. Name of Subdivider W.D. Cowls, Inc. c/o Ms. Cinda Jones  
Address P.O. Box 9677, North Amherst, Massachusetts 01059  
Telephone 413-549-1403
  
2. Name of Owner of Land Same as Subdivider  
(if not subdivider)  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_
  
3. Name of  
Surveyor R Levesque Associates, Inc.  
Address 40 School Street, Westfield, Massachusetts 01085  
Telephone 413-568-0985

4. Deed(s) of property recorded in the Franklin County Registry of Deeds:

Deed Book 6118 Page 285

Deed Book \_\_\_\_\_ Page \_\_\_\_\_

Deed Book \_\_\_\_\_ Page \_\_\_\_\_

File Reference \_\_\_\_\_

5. Location and description of property by reference to the  
Town Atlas/Tax Map:

Map ZF Parcel 15; Map \_\_\_\_\_ Parcel \_\_\_\_\_

Map \_\_\_\_\_ Parcel \_\_\_\_\_; Map \_\_\_\_\_ Parcel \_\_\_\_\_

  
\_\_\_\_\_  
Signature of Owner

See next page for Planning Board Action

Preliminary Subdiv Plan Application

FOR PLANNING BOARD USE ONLY

1. Application, twelve (12) prints (three colored), filing fee, twelve (12) copies of draft DIS, and reproducible received \_\_\_\_\_ (Date)
2. Acknowledgment of receipt by Town Clerk \_\_\_\_\_ (Date)
3. Reviews made by Town officers or consultants: (comments attached)  
Board of Health \_\_\_\_\_ (Date)  
Highway Department \_\_\_\_\_ (Date)  
Fire Department \_\_\_\_\_ (Date)  
Conservation Commission \_\_\_\_\_ (Date)  
Engineering Consultant \_\_\_\_\_ (Date)  
Other \_\_\_\_\_ (Date)  
Other \_\_\_\_\_ (Date)
4. Planning Board action (see meeting minutes) \_\_\_\_\_ (Date)  
Approved \_\_\_\_\_ Modified and approved \_\_\_\_\_ Disapproved \_\_\_\_\_
5. Reproducible returned to applicant \_\_\_\_\_ (Date)

FOR BOARD OF HEALTH USE ONLY

1. Application and one print received \_\_\_\_\_ (Date)  
Form K issued \_\_\_\_\_ (Date)
2. Board of Health action (see meeting minutes) \_\_\_\_\_ (Date)  
Approved \_\_\_\_\_ Modified and approved \_\_\_\_\_ Disapproved \_\_\_\_\_
3. Action and comments relayed to Planning Board \_\_\_\_\_ (Date)



## **4. DEVELOPMENT IMPACT STATEMENT (DRAFT)**

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# DEVELOPMENT IMPACT STATEMENT (DRAFT) TO PRELIMINARY SUBDIVISION APPLICATION

For

"LEVERETT WEST" - PROPOSED TWO (2) LOT SUBDIVISION  
LEVERETT ROAD  
SHUTESBURY, MASSACHUSETTS 01072  
(PARCEL ID: ZF-15)

## INTRODUCTION & SITE DESCRIPTION

On behalf of the applicant and property owner, W.D. Cowls, Inc. c/o Ms. Cinda Jones, R Levesque Associates, Inc. is herein providing this draft development impact statement as a supplement to the Preliminary Subdivision application. The applicant is seeking the preliminary approval for a proposed two (2) lot subdivision to be located at the above-referenced property in Shutesbury, Massachusetts. The proposed Preliminary Subdivision is shown on the associated preliminary plans entitled, "Preliminary Plan", dated January 04, 2024, as prepared by R Levesque Associates, Inc.

The subject property is located north of Leverett Road in Shutesbury, Massachusetts and is designated with the Parcel ID number, ZF-15, with the Town of Shutesbury Assessor's Database. Said property consists of approximately 297 ± acres and is currently owned by W.D. Cowls, Inc., recorded under the Franklin County Registry of Deeds in Book 6118, Page 285.

The following information comes directly from the Town of Shutesbury Regulations Governing the Subdivision of Land under Section VIII regarding the Development Impact Statement criteria which is presented as follows in italics followed by regular bold text with an RLA response for the proposed preliminary subdivision.

## SECTION VIII. DEVELOPMENT IMPACT STATEMENT

*A Development Impact Statement (DIS) is a documented, written analysis of a proposed development which provides the Planning Board and Town officials with information necessary for plan review. The conservation analysis described in Subsection IX below should be submitted, if possible, prior to formal plan submission, for informal pre-application discussion with the Planning Board.*

*The DIS shall be prepared by an interdisciplinary team of professionals qualified to evaluate all facets of the proposed project which may include by is not limited to engineers, architects, landscape architects, environmental scientists, and planners.*

*It is a developer's responsibility to prepare and document the DIS in sufficient detail to permit an adequate evaluation by the Planning Board; however, additional data may be requested in writing by the Board. This is one reason why it is to the advantage of the developer to prepare and submit to the Board a preliminary plan including a draft DIS. It is necessary to respond to all sections of the DIS form, except when a written exemption is granted by the Planning Board.*

<i>NAME OF PROJECT:</i>	<b>"Leverett West"</b>
<i>TYPE OF PROJECT:</i>	<b>Preliminary Subdivision</b>
<i>LOCATION:</i>	<b>North of Leverett Road</b>
<i>PARCEL NUMBER(S):</i>	<b>ZF-15</b>
<i>ZONING DISTRICT(S):</i>	<b>Forest Conservation (FC) &amp; Roadside Residential (RR)</b>
<i>ACREAGE:</i>	<b>297 ± Acres</b>
<i>OWNER(S):</i>	<b>W.D. Cowsls, Inc.</b>
<i>PLANNER:</i>	<b>R Levesque Associates, Inc.</b>
<i>ENGINEER:</i>	<b>R Levesque Associates, Inc.</b>
<i>ARCHITECT:</i>	<b>N/A</b>

I. PROJECT DESCRIPTION

a. *Number of Units:*

<i>Total</i>	<b>2</b>
<i>Low Income</i>	<b>0</b>
<i>Single-Family</i>	<b>2</b>
<i>Two-Family</i>	<b>0</b>
<i>Row House</i>	<b>0</b>
<i>Apartment</i>	<b>0</b>
<i>Commercial</i>	<b>0</b>
<i>Other</i>	<b>0</b>

b. *Type of Ownership (list number of units for each):*

<i>Condominium</i>	<b>0</b>
<i>Rental</i>	<b>0</b>
<i>Private</i>	<b>2</b>
<i>Lease</i>	<b>0</b>

c. *Number of Bedrooms:*

<i>Row Houses</i>	<b>0</b>
<i>Condominium</i>	<b>0</b>
<i>Apartments</i>	<b>0</b>

d. *Approximate Price per Lot/ Unit:*

<i>Private</i>	<b>± \$135,000 per lot</b>
<i>Condominium</i>	<b>N/A</b>
<i>Rental</i>	<b>N/A</b>
<i>Lease</i>	<b>N/A</b>

**Lots will be priced based on the current market value after approval of a Definitive Plan from the Town of Ludlow Planning Board.**

## II. CIRCULATION SYSTEMS

a. Street Design – Explain reasons for location of streets, stubs, and intersections.

**RLA Response:** The proposed roadway location has been designed to minimize the impact to resource areas, while providing safe, efficient means of entrance and egress and does not pose a hazard to sightlines or traffic congestion.

b. Street Classification and Traffic – Classify the streets and stubs within the development according to the street classification set forth in Section II.A.9 of these Regulations. Project the number of motor vehicles to enter or depart the site per average day and peak hour. Also state the number of motor vehicles to actually pass by streets adjacent to the proposed subdivision per average day or peak hour data shall be sufficient to enable to Board to evaluate (1) existing traffic on streets adjacent to the proposed project, (2) traffic generated or resulting from the proposed project, and (3) the impact of such additional traffic on all ways within and adjacent to the proposed project. Attach to this DIS the results of all studies conducted to develop these data, plus a description of the study methodology, and the name, address and telephone number of the person(s) responsible for carrying out the study.

**RLA Response:** The proposed roadway will be a cul-de-sac from the northerly side of Leverett Road. The subdivision will consist of a public dead-end street/cul-de-sac which will provide access to the two (2) single-family homes. There will be approximately twenty-two (22) average daily trips (ADT). A full traffic analysis will be conducted upon approval of the Preliminary Plan and will be subsequently submitted to the Town of Ludlow Planning Board during the Definitive Plan stage.

c. Parking and Bus Stops – Discuss the number, opportunities for multiple use, and screening of parking spaces, with respect to bus stops (if any), explain the location, shelter design, and orientation to path systems.

**RLA Response:** There will be no on-street parking, with all residential parking being within the proposed driveway location for each single-family home. The proposed development is approximately three (3) miles from the Shutesbury Town Center.

d. Pedestrian and Bicycle Circulation – Discuss the orientation of the pedestrian and bicycle system to activity centers, location of bike racks (if any) and any bike path plans.

**RLA Response:** There are no pedestrian or bicycle systems within walking distance of the proposed development. The applicant is not proposing sidewalks at this time.

### III. SUPPORT SYSTEMS

- a. *Water Distribution – Discuss the types of wells proposed for the project, means for providing fire supply, and any special problems which might arise.*

**RLA Response:** The proposed subdivision will be serviced by private wells which is typical for a single-family home.

- b. *Sewage Disposal – Discuss the type of system, level of treatment, suitability of soils and results of percolation tests, deep observation holes and test borings. Identify groundwater flow fields in the area of the proposed subdivision, establish the capability of the soil to renovate sewage effluent, and determine the dilution effects on the effluent through recharge (mainly precipitation) and dispersion. A computer simulation shall be provided.*

**RLA Response:** The proposed single-family homes within this subdivision will be serviced by individual septic systems. Percolation tests and deep observation holes will be conducted upon approval of the Preliminary Plan. Test results will be subsequently submitted to the Town of Ludlow Planning Board during the Definitive Plan stage.

- c. *Storm Drainage – Discuss the storm drainage system including the projected flow from a 50-year storm, name of the receptor stream, and any flow constrictions between the site and the receptor stream.*

**RLA Response:** Due to size of the proposed subdivision area, stormwater impact will be mitigated. A complete Stormwater Drainage Report, compliant to MassDEP standards and the Town of Shutesbury stormwater requirements, will be provided to the Town of Ludlow Planning Board during the Definitive Plan stage.

- d. *Refuse Disposal – Discuss the location and type of facilities, hazardous materials requiring special precautions, and screening.*

**RLA Response:** The proposed single-family homes are anticipated to participate in typical refuse pickup services. There will be no hazardous materials, other than typical household items, stored on site.

- e. *Lighting – Discuss the location and size of lights, and methods used to screen adjoining properties from glare.*

**RLA Response:** As required by the Town of Shutesbury Regulations Governing the Subdivision of Land, street lighting will be provided in greater detail to the Town of Shutesbury Planning Board, after approval of the Preliminary Plan, during the Definitive Plan stage.

- f. *Fire Protection* – Discuss the type and capacity of fuel storage facilities, location of storage areas for hazardous substances, special requirements, and distance to fire station.

**RLA Response:** There are no fire hydrants proposed along the subdivision roadway at this time. The roadway has been designed to comply with the Town of Shutesbury Regulations Governing the Subdivision of Land to allow for proper emergency vehicle access. No fuel storage and non-hazard products will be allowed, only single-family resident products will be allowed.

- g. *Recreation* – Indicate the distance to, and type of, any public facilities. Discuss the type of private recreation facilities to be provided with the development.

**RLA Response:** Public facilities are not present within an immediate vicinity to the proposed subdivision location. No private recreation facilities are proposed within the development.

- h. *Schools* – Project the student population of the project for the nursery, elementary, Junior High School and Senior High School levels and indicate the distance, capacity, and present enrollment of the nearest elementary and secondary schools. Describe the basis or methodology for all projections of student population.

**RLA Response:** There would be a maximum of two (2) single-family homes that could potentially have children enrolled in the Town of Shutesbury school system. This is anticipated to have minimal impact on the existing school system. The nearest elementary school is Shutesbury Elementary, which is located approximately two and a half (2.5) miles away. The Amherst Regional Middle School and Amherst-Pelham Regional High School are located approximately five and a half (5.5) miles from the from the proposed development.

IV. NATURAL CONDITIONS – Describe the following elements of natural conditions, identifying short-term (those occurring primarily during project construction) and long-term (those remaining after the completion of project construction) impacts on each:

a. Topography – Indicate datum, source, date, slopes greater than 15%; provide contours at two-foot intervals, with graphic drainage analysis showing annual high-water mark; show location of existing structures, including fences and walls.

RLA Response: Please refer to the associated Preliminary Subdivision plans for greater detail regarding existing site contours which are shown from the North American Vertical Datum of 1988 (NAVD88).

b. Soils – Indicate soils and land types, utilizing all government soil surveys covering the project area, including but not limited to prime agricultural land, depth to bedrock, and extent of land which has been filled.

RLA Response: Please refer to the attached USDA/NRCS Soil Survey Map which depicts the exact location and soil types on the property. Said map is included herein this application packet under Section 8, as Figure 2.

c. Mineral resources – Indicate extent and economic importance of mineral resources, extent and means of proposed extraction, and rehabilitation measures.

RLA Response: Mineral resource extraction is not a significant component of this project.

d. Surface geology

RLA Response: No noteworthy rock outcrops are located on the property. At this time, test pits have not yet been conducted on site. Massachusetts Mapper data layers did not reveal surface bedrock as being an issue for this site.

e. Depth to water table (groundwater level) – Show location and provide test results of soil percolation or other subsurface tests for each lot in a proposed subdivision.

RLA Response: At this time, test pits have not yet been conducted in the area of the proposed roadway and future stormwater structures. Said information will be provided at provided in greater detail to the Town of Shutesbury Planning Board, after approval of the Preliminary Plan, during the Definitive Plan stage.

f. Aquifer recharge areas

RLA Response: To the best of our knowledge, the property does not lie within any officially mapped aquifer protection or recharge areas. Wetland resource areas will not be disturbed

as a result of this development. The future use of the property will be for single-family homes which will be a negligible risk to groundwater contamination considering the nature of environmentally responsible homeownership.

*g. Wetlands*

RLA Response: Wetland resource areas observed on the subject property include Bordering Vegetated Wetlands (BVW), Bank, and Riverfront Area. Wetland resource areas shown on the associated Preliminary Plans are sourced from the Massachusetts Mapper database. A complete wetland delineation will be completed and provided in greater detail to the Town of Shutesbury Planning Board, after approval of the Preliminary Plan, during the Definitive Plan stage.

*h. Watercourses*

RLA Response: The construction of the proposed subdivision roadway, associated site grading, and utility installation will occur only within the permitted limit of work area in order to minimize adjacent habitat and wetland resource area disturbances.

*i. One-hundred-year flood plains*

RLA Response: The subject property is not located within a special flood zone area according to the FEMA Flood Insurance Rate Map Number 2501280010A and 2501280020A, dated June 18, 1980.

*j. Wildlife – Describe species present and estimate numbers of each; identify endangered species.*

RLA Response: The subject property is not located within Natural Heritage and Endangered Species Program (NHESP) jurisdiction. Additionally, wetland areas, which provide important habitat for biodiversity, will remain undisturbed.

*k. Vegetative cover – Provide an analysis of vegetative cover, including identification of general cover type (including but not limited to wooded, open areas, cropland, wetlands, etc.); show location of all tree groupings and identify such groupings by major or dominant species; show location of and describe wildlife habitats; identify endangered species; identify unusual habitats, meaning those not commonly found in the Connecticut River Valley in Franklin County, Massachusetts.*

RLA Response: Review of aerial imagery shows that a majority of the property consists of mature forest with minimal wetland resource areas.



V. **DESIGN FACTORS** – Describe briefly the following features. Photographs are helpful.

- a. Present visual quality of the area
- b. Location of significant viewpoints
- c. Historic structures
- d. Architecturally significant structures
- e. Type of architecture for development

**RLA Response:** The subdivision has been designed to minimize impacts to wetland resource areas while providing a feasible project. Should work associated with the development of the proposed lots be located within a jurisdictional vicinity to wetland resource areas, then Conservation Commission approval shall be obtained prior to the commencement of work. No significant views or historical assets will be lost as a result of this project. The style of the proposed homes is not known at this time.

VI. **ENVIRONMENTAL IMPACT** – *This section shall deal separately with both short term and long-term impacts. A narrative statement shall be submitted, documenting all mitigative measures taken to:*

*a. Prevent surface water contamination, changes in surface water level, or both.*

**RLA Response:** During construction, best management practices such as silt fence, straw logs, erosion control blanketing, seeding for stabilization, and a vehicular anti-tracking pad will be installed to minimize soil migration outside of the permitted limit of work. An EPA SWPPP and NPDES Notice of Intent (NOI) Construction General Permit (CGP) will be prepared prior to start of earth disturbances exceeding over one (1) acre.

*b. Prevent ground water contamination, changes in ground water level, or both.*

*NOTE: As part of items a. and b. above, estimate phosphate and nitrate loading on ground water and surface water from septic tanks, lawn fertilizer, household gardens, landscaping, and other activities within the development.*

**RLA Response:** During construction, best management practices that are consistent with the SWPPP will be adhered to. The septic systems to service the proposed single-family homes will be designed and constructed per Massachusetts Title V regulations.

*c. Maximize ground water recharge*

**RLA Response:** As part of the proposed site improvements, a new stormwater management system will be designed utilizing the Massachusetts Department of Environmental Protection Stormwater Management Handbook.

*d. Prevent air pollution*

**RLA Response:** During construction, best management practices will be used to prevent air pollution.

*e. Prevent erosion, sedimentation, or other instability in soils or vegetative cover.*

**RLA Response:** During construction, best management practices such as silt fence, straw logs, erosion control blanketing, seeding for stabilization, and a vehicular anti-tracking pad will be installed to minimize soil migration outside of the permitted limit of work. An EPA SWPPP and NPDES Notice of Intent (NOI) Construction General Permit (CGP) will be prepared prior to start of earth disturbances exceeding over one (1) acre.

*f. Maintain slope stability*

RLA Response: RLA Response: During construction, best management practices such as silt fence, straw logs, erosion control blanketing, seeding for stabilization, and a vehicular anti-tracking pad will be installed to minimize soil migration outside of the permitted limit of work. An EPA SWPPP and NPDES Notice of Intent (NOI) Construction General Permit (CGP) will be prepared prior to start of earth disturbances exceeding over one (1) acre.

*g. Reduce noise levels*

RLA Response: During construction, best management practices will be utilized to reduce noise levels.

*h. Preserve significant views*

RLA Response: The proposed project area is not expected to have an impact on any significant views. The project area is within an existing rural residential area.

*i. Design project to conserve energy*

RLA Response: The construction of the proposed roadway, associated site grading and utility installation will be completed utilizing mainly combustion engine machinery. The proposed uses of the lots within the subdivision are for single-family homes. After construction, measures taken to conserve energy are at the discretion of the homeowners.

*j. Preserve wildlife habitats, botanical features, scenic or historic features*

RLA Response: The construction of the proposed subdivision roadway, associated site grading, and utility installation will occur only within the permitted limit of work area to minimize adjacent habitat and wetland resource area disturbance.

*k. Ensure compatibility with surrounding land uses*

RLA Response: The proposed use is for a residential subdivision which is consistent with the surrounding single-family home neighborhoods.

*l. Protect wetlands and floodplains and ensure compliance with the Wetlands Protection Act and any local wetlands bylaw.*

RLA Response: The construction of the proposed subdivision roadway, associated site grading, and utility installation will occur only within the permitted limit of work area to minimize adjacent habitat and wetland resource area disturbance. Should proposed work be located within a jurisdictional vicinity to wetland resource areas, a Notice of Intent or Request for Determination of Applicability must be reviewed by the Town of Shutesbury Conservation Commission prior to the commencement of any proposed work.

*m. Promote lot layout and house siting for potential solar energy capabilities*

**RLA Response:** The lot layout, house siting, and orientation is dependent upon topography, wetland resource areas, and the future location of a septic system. Siting for solar energy capabilities is encouraged.

*n. Minimize or avoid all short-term and long-term impacts identified in Section IV. of the DIS ("Natural Conditions") and not otherwise covered in this section.*

**RLA Response:** During construction, best management practices will be used to minimize or avoid all short-term and long-term impacts identified in Section IV of the Town of Shutesbury Regulations Governing the Subdivision of Land.

VII. PLANS – Describe how the project relates to the following:

a. *Village concept and any village plans*

RLA Response: R Levesque Associates, Inc. is not aware of a village concept or village plan for the Town of Shutesbury.

b. *Any conservation or Town master plan*

RLA Response: The four identified focuses of the Shutesbury Community Vision Report are community, finances, infrastructure, and land use/housing. The proposed development will consist of two (2) single-family homes which will increase the tax base revenue for the Town while still maintaining an open and rural atmosphere while placing a minimal burden on Town infrastructure.

c. *Any regional plans prepared by county or regional planning agencies*

RLA Response: The proposed development consists of (two) (2) single-family homes which will increase the tax base revenue for the Town while still maintaining an open and rural atmosphere while placing a minimal burden on Town infrastructure.

## VIII. PHASING

*If the development of the site will take place over more than one year, supply a schedule showing how the development will be phased. A flow chart is helpful. This timetable shall include the following elements:*

- a. Stripping or clearing of site, or both*
- b. Rough grading and construction*
- c. Construction of grade stabilization and sedimentation control structures*
- d. Final grading and vegetative establishment*
- e. Landscaping*
- f. The construction of any public improvements shall be specified explaining how these improvements are to be integrated with the development.*
- g. The number of housing units and the square footage of nonresidential uses to be constructed each year and their estimated value shall be specified.*

**RLA Response:** The applicant anticipates to complete construction within one (1) to two (2) years of breaking ground after approval of a Definitive Plan by the Town of Shutesbury Planning Board. The construction sequence shall begin with the installation of erosion control measures along the permitted limit of work and shall proceed generally in the same fashion as the elements noted above. At this time, the size and estimated value of the proposed homes are unknown.

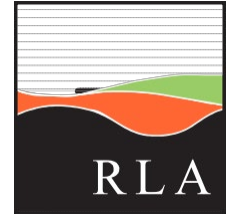
[ END OF DEVELOPMENT IMPACT STATEMENT (DRAFT) ]

## **5. REQUEST FOR WAIVERS LETTER**

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# R LEVESQUE ASSOCIATES, INC.

40 School Street, P.O. BOX 640, Westfield, MA 01085  
p 413.568.0985 · f 413.568.0986 · www.rland.com



January 04, 2024

Mr. Deacon Bonnar, Chairman  
Town of Shutesbury Planning Board  
1 Cooleyville Road  
Shutesbury, Massachusetts 01072

**RE: Request for Waivers Letter  
Preliminary Subdivision Application – “Leverett West”  
Proposed Two (2) Lot Subdivision  
Leverett Road  
Shutesbury, Massachusetts 01072  
(Parcel ID: ZF-15)  
RLA Project File No. 230109**

Dear Chairman Bonnar and Board Members:

On behalf of the applicant and property owner, W.D. Cowls, Inc. c/o Cinda Jones, our office is herein submitting a request for waivers from the Regulations Governing the Subdivision of Land in the Town of Shutesbury under the following sections with regard to this Preliminary Subdivision application. The applicant is seeking the preliminary approval for a proposed two (2) lot subdivision to be located at the above-referenced property in Shutesbury, Massachusetts.

- 1. Waiver of Section III.B.1 which states, “a reproducible original and twelve (12) copies of his/her Preliminary Plan, which shall be on one or more sheets not larger than twenty-four inches by 36 inches (24" X 36") in size; at least three (3) of these copies shall have the significant features illustrated according to the following color scheme:  
Roads - dark gray;  
Streams and waterbodies - blue;  
Wetlands - solid red;  
Wetlands 100' buffer zone - dotted red;  
One-hundred-year flood plains - orange;  
Open space and recreation areas - green;  
Pedestrian and bicycle paths - brown;  
Subdivision boundaries - black;”.*

**RLA Response: At this time of submission, a waiver is being requested for the reproducible original and the color copies of the Preliminary Plans.**



# R LEVESQUE ASSOCIATES, INC.

40 School Street, P.O. BOX 640, Westfield, MA 01085

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2. *Waiver of Section III.C. which states, "The Preliminary Plan may be drawn on tracing paper with pencil, at a scale of one-inch equals forty feet (1" = 40') for subdivisions of less than fifty (50) lots, and one-inch equals eighty feet (1" = 80') for subdivisions of more than fifty lots. The Preliminary Plan shall show the following: ...".*

**RLA Response:** A waiver is being requested for the Preliminary Plan drawn at a scale of one-inch equals forty feet (1" = 40') for subdivisions of less than fifty (50) lots. The Preliminary Plans have been drawn at a scale of one-inch equals two hundred feet (1" = 200').

3. *Waiver of Section III.C.9 which states, "The Preliminary Plan shall show the following: ... 9. other major site features, such as swamps, bodies of water, wetlands, flood plains, stone walls, fences, buildings, trees of over sixteen (16) inch diameter, and rock outcroppings;*

**RLA Response:** A waiver is being requested for other major site features aforementioned above. Once it is confirmed that the roadway and site locations will not change drastically, other major site features will be provided in detail during the Definitive stage.

4. *Waiver of Section III.C.10 which states, "The Preliminary Plan shall show the following: ... 10. an index plan at a scale of one-inch equals two hundred feet (1" = 200') whenever multiple sheets are used;*

**RLA Response:** A waiver is being requested for the Preliminary Plan to include an Index Plan at a scale of one-inch equals two hundred feet (1" = 200') whenever multiple sheets are used. The Index Plan has been shown at a scale of one-inch equals one thousand feet (1" = 1,000').

Should you have any questions or comments regarding this matter, please do not hesitate to contact our office at your earliest convenience.

Sincerely,  
R LEVESQUE ASSOCIATES, INC.

*Alexandra Cichetti*

Alexandra Cichetti  
Permitting Project Manager

cc: Cinda Jones

## **6. DEED REFERENCE**

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2011 00013737

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**COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF FISH AND GAME**

**CONSENSUAL ORDER OF TAKING**

**OF**

**CONSERVATION RESTRICTION AND CONSERVATION EASEMENT**

The Commonwealth of Massachusetts, acting by and through its Department of Fish and Game, under the power and authority conferred thereon by Section 15 of Chapter 15 of the Acts of 1996, Sections 2(26) and 8 of Chapter 21A, Chapter 79, and Sections 30, 31, and 32 of Chapter 184 of the Massachusetts General Laws, as amended, acts in amendment thereof or in addition thereto, and any and every other power and authority to it granted or implied and for the purposes of said acts and of acquiring land and interests in land in perpetuity for fish and wildlife conservation, natural habitat protection, and associated public recreation consistent with and subject to the purposes and protections of Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, does hereby take a conservation restriction and conservation easement (hereinafter the "Conservation Restriction") on the land located in Leverett and Shutesbury, Franklin County, Massachusetts, described in Ex. A attached hereto and incorporated herein by this reference (hereinafter the "Premises").

MEANING AND INTENDING to take and hereby taking a conservation restriction and conservation easement in, on, and to the Premises described in Ex. A, howsoever said Premises are bounded and described, for the purposes described herein, including the purposes of and subject to the provisions of Article 97 of the Amendments to the Massachusetts Constitution, and including for the purposes above-stated all such rights, including easements, privileges, and appurtenances of every name and nature, as may be necessary to give full force, virtue, and effect in perpetuity to the restrictions on the use of said Premises, the rights taken by the Commonwealth as set forth in the following provisions, and the purposes and protections of Article 97 of the Amendments to the Massachusetts Constitution.

The terms, conditions and restrictions of this Order of Taking shall be binding upon and inure to the benefit of the Commonwealth of Massachusetts, acting by and through its Department of Fish and Game (hereinafter the "Commonwealth"), and W. D. Cows, Inc. (hereinafter the "Owner"), and their respective successors and assigns.

The purchase of this Conservation Restriction has been funded in part through the United States Department of Agriculture, Forest Service, Forest Legacy Program. The

management of the Premises shall follow the approved Forest Stewardship Plan described in Section III (1) below [hereinafter the "Stewardship Plan"].

The terms and conditions of the Conservation Restriction consensually taken pursuant to this Order of Taking are as follows:

**I. PURPOSES:**

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the General Laws and otherwise by any applicable law. The purposes of this Conservation Restriction are to assure that, while permitting the acts and uses described in Section III herein, the Premises will be subject to the prohibitions described in Section II hereof so that the Premises, while permitted to be managed for economically viable uses including forest-based uses such as sustainable forestry as defined in the approved Stewardship Plan defined herein that are not materially inconsistent with the purposes and restrictions hereof, is retained in perpetuity predominantly in its natural, scenic, and open condition and managed for sustainable forestry, forest stewardship, protection of native biodiversity, fish and wildlife conservation, natural habitat protection, passive public outdoor recreation and other economic and conservation uses consistent with the spirit and intent of Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts and the purposes of the Forest Legacy Program administered by the United States Forest Service. Such conservation and management of the Premises is intended to (a) conserve the native biological diversity, forests, soils, natural watercourses, ponds, wetlands, water supplies, and wildlife thereon; (b) conserve and maintain the ecological functions and integrity of the forest; (c) conserve the natural resources of the Premises; (d) conserve and enhance the natural resource value of abutting and nearby conservation areas; (e) conserve the scenic qualities of the open space resources of the Premises; (f) allow passive outdoor recreational use; (g) allow for sustainable and sound management of the forest resources; (h) encourage the long-term professional stewardship of these resources in a manner consistent with the Forestry BMPs as hereinafter defined, applicable local, state and federal law and regulations, and in conformance with an approved Stewardship Plan as defined herein; (i) encourage cultural, historical, and archaeological resource conservation, interpretation, and education; (j) safeguard the economic and income-producing viability of the Premises; and (k) prevent any other uses of the Premises that will materially impact the sustainable forest, stewardship, and natural resource and conservation values thereof.

These purposes are to be interpreted consistent with the open space conservation goals and objectives of the Forest Legacy Program established in Section 1217 of Title XII of the Food, Agriculture Conservation and Trade Act of 1990 [Public Law 101-624; 104 stat. 3359; 16 USC Section 2103(c)] which was created to protect environmentally important private forest lands threatened with conversion to non-forest uses.

The Premises is within the North Quabbin Corridor Forest Legacy Area, and protection of the Premises will contribute to and implement the purposes described in the Forest Legacy Assessment of Need for the Commonwealth of Massachusetts approved by

the Secretary of the U.S. Department of Agriculture on August 9, 1993, and as described in the North Quabbin Corridor Forest Legacy Area "Application for Legacy Area Expansion" approved by the Deputy Chief, State and Private Forestry of the USDA Forest Service on December 17, 2010.

Owner and the Commonwealth agree that boundaries, natural features, cultural, historical, and archaeological features, and man-made structures and features existing on the Premises at the time of the execution of this Conservation Restriction, as well as the specific conservation values of the Premises, are documented in a report that is on file with Owner and the Commonwealth and incorporated herein by this reference (hereinafter the "Baseline Documentation Report"). The Baseline Documentation Report shall consist of documentation that Owner and the Commonwealth agree provides, collectively, an accurate representation of the condition and the conservation values of the Premises at the time this Consensual Order of Taking is recorded and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Conservation Restriction.

The conservation and permanent protection of the Premises provide a significant public benefit for the following reasons:

**A) Conserves Landscapes Managed For Sustainable Forestry**

(1) The Premises consist of over 3,480 acres of forest land in Leverett and Shutesbury, Franklin County, Massachusetts on and near Brushy Mountain [hereinafter "Brushy Mountain"] and represents the largest contiguous tract of land under private ownership and sustainable forest management in Massachusetts. Privately-owned open space landscapes, including landscapes such as the Premises that are managed for sustainable forest purposes, are subject to enormous and ever-increasing development pressures as the owners of such properties struggle to overcome the economic challenges of owning and managing such properties over generations without relenting to development pressures.

(2) The Premises, which have been owned and managed for sustainable forestry by W. D. Cows, Inc. for many decades, contain a rich variety of native tree species such as red and white pine, red and white oak, eastern hemlock, black birch, and other mixed hardwoods. Conservation and management of the forest on the Premises conserves biological diversity and its associated values, water resources, soils, and unique and fragile ecosystems and landscapes, and, by so doing, maintains the ecological functions and the integrity of the forest, including: (a) forest regeneration and succession; (b) genetic, species, and ecosystem diversity; and (c) natural cycles that affect the productivity of the forest ecosystem.

(3) This Conservation Restriction, while conserving the Premises predominantly in its natural state, also preserves the economic viability of the Premises as an income-producing forest property including use of the Premises for sustainable forestry and other economically viable uses that are not materially inconsistent with the restrictions set forth

herein. The preservation of the economic viability of the Premises in this manner is a critical factor in enabling Owner to avoid developing the Premises by conserving the Premises through this Conservation Restriction.

### **B) Conserves Fish and Wildlife Habitat**

(1) The Massachusetts Natural Heritage and Endangered Species Program has classified much of the 3,480+ acres of the Premises as BioMap 2 Core Habitat and Critical Natural Landscape, with 200 acres in the northern portion of the Premises being Estimated and Priority Habitat for the Wood Turtle [*Glyptemys insculpta*, listed as being of Special Concern] and an additional 300 acres in the southern portion being Estimated and Priority Habitat for the Eastern Box Turtle [*Terrapene Carolina*, listed as being of Special Concern]. These areas are identified as containing supporting populations of these species that, if these species' habitats are conserved, are ecologically viable for the long term.

(2) Doolittle Brook, Roaring Brook, and the Sawmill River either flow through or are located very near the Premises. These watercourses are important coldwater fishery resources supporting populations of native brook trout. In addition, the Sawmill River is part of current efforts to restore Atlantic salmon to the Connecticut River watershed and the Sawmill is stocked each Spring with Atlantic salmon fry.

(3) The Premises comprises the majority of a very large unfragmented interior forest block which is in the top 10% of the largest such forest blocks in Massachusetts. The Premises and surrounding vicinity provide a large, relatively undeveloped, and unfragmented forest habitat that contains many native plant and animal species, including the native tree species mentioned above, moose, whitetail deer, wild turkey, bobcat, black bear, porcupine, snowshoe hare, ruffed grouse, songbirds, amphibians, and many other native species. The conservation of the forest and associated wetlands and streams on the Premises conserves this wildlife and fisheries habitat.

(4) The Premises is recognized as an area of the highest ecological integrity by The Conservation Assessment and Prioritization System (CAPS) developed by the University of Massachusetts Landscape Ecology Department. CAPS is an ecological community-based approach for assessing the ecological integrity of lands and waters and prioritizing land for habitat and biodiversity conservation.

### **C) Promotes Local, Regional, and National Conservation Goals**

(1) The Premises abuts or is close to approximately 909 acres of conservation land owned in fee or subject to conservation restrictions as described in the table and shown on the map attached as Ex. B (1) and Ex. B (2). Together, the Premises and these abutting and nearby conservation lands create a protected land base of approximately 4,100 acres that permanently protect and preserve a significant portion of the interior forest block resource.

(2) The Premises is located within the North Quabbin Region where Forest Legacy funding was previously awarded to the Quabbin Corridor Connection Project and the Metacomet-Monadnock Forest Legacy Project [Phase 1], which together have protected a further 2,920 acres. In addition, the Premises is located within the boundary of the Silvio O. Conte National Fish and Wildlife Refuge.

(3) The Premises is situated between Mount Toby, Montague Plains, Quabbin Reservoir, and the above-described large interior forest block, all of which have been identified by the Massachusetts Department of Fish and Game and the Massachusetts Department of Conservation and Recreation as being areas of high biodiversity value that are of high priority for permanent protection.

(4) A partnership of non-profit land trusts, state conservation agencies [Massachusetts Department of Fish and Game and Department of Conservation and Recreation], the bi-state initiative called the "Quabbin to Cardigan Collaborative", and the United States Fish and Wildlife Service are working to conserve the area surrounding the Premises and the adjoining and nearby North Quabbin Region, Mount Toby, Montague Plains, Quabbin Reservoir, and other important forest lands and fish and wildlife habitats to maximize the protection of native biodiversity, connectivity, and non-fragmentation of this resource-rich natural landscape. The Premises is a core parcel in this effort and its conservation catalyzes and greatly enhances the ability of this partnership to conserve even more lands adjacent to and nearby the Premises.

#### **D) Ensures Public Access**

Owner in its discretion has historically permitted public access on the Premises subject to certain reasonable restrictions for diverse outdoor recreational activities and educational activities including but not limited to hiking, nature studies, hunting, fishing, snow-shoeing, and similar outdoor recreational uses. This Conservation Restriction permanently ensures that the Premises will always be open and available to the public for passive outdoor recreational activities and educational activities, an ever more important public benefit as land continues to be lost to development that will be a very valuable public resource for future generations.

#### **E) Conserves Scenic Resources**

(1) The Premises contains the southern slope of Rattlesnake Gutter, one of the most spectacular glacial gorges in western Massachusetts which was created 12,000 years ago. The conservation of the Premises adds to existing conservation lands on the northern slope of Rattlesnake Gutter.

(2) Brushy Mountain stands prominently in the Pioneer Valley landscape as a defining mountain ridge that can be seen from the state-designated Connecticut River Scenic Farm Byway along Route 47 in Hadley and several significant state-owned conservation areas including Mount Toby, Mount Sugarloaf, the Holyoke Range, Lake

Wyola State Park, the Wendell State Forest, and Mount Lincoln. The conservation of the Premises will permanently conserve this scenic resource.

#### **F) Conserves Cultural, Historic and Archaeological Resources**

The Premises contains significant cultural, historical, and archaeological resources and this Conservation Restriction will help protect these important resources. Of importance are the remains of 18<sup>th</sup> century settlement, with this area of Leverett being settled first in the late 1700s. These structures include cellar holes, mill sites, and miles of stone walls throughout the Premises. An old, now discontinued road crosses the Premises. A number of cellar holes, including the 1790 Jonathan Glazier homestead, are located near one of the peaks.

#### **G) Prevents Development**

The Town of Leverett is a likely place for future housing development. Because of the large size and relatively gentle and dry slopes, the Premises is particularly attractive for subdivision development and/or estate lot development which would fragment this large interior forest block. With more than 16,000 feet of road frontage, the Premises is at great risk of roadside residential development. In addition, Owner has been contacted by resort developers seeking this specific mountain location in the increasingly popular Pioneer Valley. The Town of Leverett, with its quaint village charm, historic homes, and rural beauty, is perceived as being one of the most desirable towns in the Pioneer Valley in which to live. Massachusetts Audubon's 2009 Report "Losing Ground" characterizes most of the Pioneer Valley as a "sprawl danger zone", with the growing population of the 5-college area here including the University of Massachusetts at Amherst creating increasing development pressure on Leverett and Shutesbury. This Conservation Restriction permanently conserves the Premises by preventing such residential and commercial development.

## **II. PROHIBITED ACTS AND USES:**

In order to carry out the purposes set forth in Section I above, the Premises will at all times be held, used, and conveyed subject to the following restrictions. Owner and Owner's successors and assigns will not perform or permit the following acts or uses on, over, or under the Premises:

(1) Constructing, placing, or allowing any temporary or permanent dwelling, building, tennis court, landing strip, mobile home, swimming pool, fence, asphalt or concrete pavement, parking area, sign, billboard or other advertising display, antenna, utility pole or tower, conduit, line, fence, barrier, wall, septic system, or any other temporary or permanent structure, utility, or facility on, under, or above the Premises.

(2) Mining, excavating, dredging or removing from the Premises soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit.



(3) Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or any other substance or material whatsoever, including but not limited to the installation of underground storage tanks. In the event such unauthorized placing, filling, storing, or dumping occurs, Owner shall make reasonable efforts to remediate the site in a manner consistent with the conservation values of the Premises.

(4) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, significant historic and cultural features, or fish and wildlife habitat.

(5) The use of automobiles, trucks, jeeps, motorcycles, motorized trail bikes, all-terrain vehicles, off-road vehicles, or any other motorized vehicles.

(6) Removal or destruction of trees, shrubs, or any other vegetation thereon.

(7) Commercial or industrial use of any kind or any institutional use inconsistent with the purposes of this Conservation Restriction.

(8) The storage of pesticides, herbicides, insecticides, fungicides, or other chemicals or materials.

(9) The application of pesticides, herbicides, insecticides, fungicides, or other chemicals.

(10) Conveyance of a part or portion of the Premises or division or subdivision of the Premises or use of the Premises or any portion thereof to satisfy zoning requirements, or to seek variances there from for development purposes, or to calculate permissible building density or lot yield, or to transfer development rights, or for the purposes of subdivision or development of the Premises or any other property, whether or not such property is owned by Owner or is adjacent to the Premises.

(11) The installation and maintenance of groundwater extraction wells and associated equipment and pipelines and similar equipment for use in extracting groundwater, collecting surface water, and/or transporting said water for sale or use off the Premises.

(12) Planting, release, cultivation, or broadcasting (a) any genetically modified or replicated organisms or species, (b) any exotic species defined as species that are not native to the Commonwealth of Massachusetts by current published lists of native species, including *The Vascular Plants of Massachusetts: A County Checklist, First Revision*, by Melissa Dow Cullina, Bryan Connolly, Bruce A. Sorrie, and Paul Somers, published by the Massachusetts Division of Fisheries and Wildlife Natural Heritage & Endangered Species Program (2011), as amended, or as identified in a similar professionally acceptable publication available in the future, and (c) the purposeful introduction of species prohibited by federal and state laws and regulations, such as those

species included in the "Massachusetts Prohibited Plant Species List" published by the Massachusetts Department of Agricultural Resources or as identified in a similar, professionally acceptable publication available in the future.

(13) Archaeological surveys or investigations or artifact collecting, either from the surface or the subsurface of the Premises.

(14) The conversion of forest land to non-forest land.

(15) Use of the Premises for any other purpose except those permitted under Sections III or IV herein, unless approved in writing by the Commonwealth and provided such approved uses (a) would not be materially inconsistent with the purposes of this Conservation Restriction or materially detrimental to the conservation interests which are the subject of this Conservation Restriction, (b) would permit the Premises to remain predominantly in its natural condition subject to sustainable forestry activities, (c) shall only be carried on and permitted in compliance with all the provisions of this Conservation Restriction, (d) would not materially alter the existing drainage patterns, flood plains, or wetlands or result in significant erosion, siltation or other forms of water pollution, and (e) would not have a materially adverse effect on the identified species that are listed by the Commonwealth as being Threatened or of Special Concern or on any other listed species found on the Premises now or in the future.

### III. PERMITTED ACTS AND USES:

Notwithstanding anything contained in Section II, the following acts and uses by Owner and Owner's successors and assigns are permitted on the Premises:

(1) The planting and cultivation of native tree species as defined in *The Vascular Plants of Massachusetts: A County Checklist, First Revision*, by Melissa Dow Cullina, Bryan Connolly, Bruce A. Sorrie, and Paul Somers, published by the Massachusetts Division of Fisheries and Wildlife Natural Heritage & Endangered Species program (2011), as amended, or contained in a similar professionally acceptable publication available in the future as approved by the Commonwealth, and the commercial harvest of forest products derived therefrom as defined in and in accordance with the Stewardship Plan as defined herein and Cutting Plan as defined herein for the Premises, and any applicable Massachusetts forest management and conservation laws and regulations as may be promulgated from time to time and as authorized below.

Before any harvest of forest products occurs on the Premises, Owner shall in consultation with the Commonwealth prepare a Stewardship Plan for the Premises or any portion thereof on which the harvest and activities related to the harvest will occur that (a) is consistent with the provisions of this Conservation Restriction and section 5(f) of the Cooperative Forestry Assistance Act of 1978, 16 U.S.C. § 2103a(f), (b) has been prepared by a Forester licensed through the Massachusetts Department of Conservation and Recreation [hereinafter "Massachusetts DCR"] under G.L. c. 132, s. 50, and 304 CMR 10.00, as amended, or in absence of any law that requires a Forester to be licensed

in Massachusetts by a Forester certified through the Society of American Foresters, and in conformance with the "Directions for the Preparation of the Chapter 61 Forest Management Plans and Forest Stewardship Plans" or such statutes, regulations and directions in effect at the time of the preparation and submission of said Stewardship Plan, and (c) approved by the Massachusetts State Forester or their assigned designee or any successor Massachusetts agency responsible for oversight of private property forestry activities. In preparing the Stewardship Plan, Owner shall incorporate as goals the Forest Management Standards set forth in Ex. C hereto (hereinafter the "Forest Management Standards"), including all required best management practices and, to the maximum extent practicable and feasible, recommended guidelines in the Massachusetts Forestry Best Management Practices Manual (Kittredge & Parker, Third Printing January 2000) and subsequent versions if approved by the Commonwealth [hereinafter "Forestry BMPs"]. The Stewardship Plan must be reviewed and approved by the Commonwealth and such review and approval must be completed within 30 days of receipt of said Plan or said Plan shall be deemed approved by the Commonwealth. In the event that the Commonwealth disapproves of the proposed Stewardship Plan, the Commonwealth shall provide a detailed written explanation of the reasons why it disapproves said Plan. If Owner disagrees with the Commonwealth's disapproval, Owner shall have the right to pursue any legal or other action Owner deems appropriate.

Prior to submitting any request for approval of the Stewardship Plan to the Massachusetts State Forester or their assigned designee or successor Massachusetts agency overseeing private forestry, including requests for Stewardship Plan amendments or renewals, Owner shall obtain a statement in writing from the Commonwealth that the proposed Stewardship Plan conforms to the purposes of this Conservation Restriction. A copy of the Commonwealth's written statement or alternatively a written statement from Owner certifying that the Plan is deemed approved by the Commonwealth via the above-described 30-day rule, and a copy of this Conservation Restriction shall accompany any application and proposed Stewardship Plan submitted by Owner to the Massachusetts State Forester or their assigned designee for approval.

Subsequent to recording this Conservation Restriction, any amendment to or renewal of the Stewardship Plan shall reference this Conservation Restriction and shall set management goals that are consistent with the terms and purposes of this Conservation Restriction. The Stewardship Plan shall describe in detail Owner's plans for carrying out activities permitted under this Conservation Restriction, including but not limited to forest management, improvements and new woods roads on the Premises. Woods roads shall include both Truck roads and Skidder/Forwarder roads as defined under the Forest Management Standards.

The Stewardship Plan shall be effective for a ten (10) year period and shall be resubmitted once every ten (10) years, together with a copy of this Conservation Restriction and the written statement from the Commonwealth that the proposed Stewardship Plan conforms to the purposes of this Conservation Restriction or alternatively a written statement from Owner certifying that the Plan is deemed approved by the Commonwealth via the above-described 30-day rule, to the Massachusetts State

Forester or their assigned designee for approval. Each subsequent submittal or any amendment to the Stewardship Plan shall be prepared and submitted by Owner for approval by the Massachusetts State Forester or their assigned designee as provided above. By mutual agreement of Owner and the Commonwealth, the Stewardship Plan may be revised at any time by written amendment, subject to the provisions of Section III.

If any proposed timber or tree harvesting activity exceeds ten thousand board feet ("MBF") or ten (10) cords of wood during any consecutive twelve (12) month period, notwithstanding the thresholds described in G.L. c 132, s. 44, Owner shall submit a Forest Cutting Plan (hereinafter the "Cutting Plan") prepared by a Forester licensed in accordance with G.L. c. 132, s. 50, and 304 CMR 10.00, as amended, or in absence of any law that requires a Forester to be licensed in Massachusetts by a Forester certified through the Society of American Foresters, for the written approval of the Massachusetts DCR. The Cutting Plan shall be prepared in compliance with the Massachusetts Forest Cutting Practices Act, G.L. c. 132, ss. 40-46, inclusive, as amended, and associated regulations at 304 CMR 11.00, as amended, shall be in conformance with related Massachusetts DCR policies and related Commonwealth policies, and shall be consistent with the approved Stewardship Plan, required Forestry BMPs, and the purposes of this Conservation Restriction. Said Cutting Plan must be reviewed and approved by the Commonwealth and such review and approval must be completed within 30 days of receipt of said Plan or said Plan shall be deemed approved by the Commonwealth. In the event that the Commonwealth disapproves of the proposed Cutting Plan, the Commonwealth shall provide a detailed written explanation of the reasons why it disapproves said Plan. If Owner disagrees with the Commonwealth's disapproval, Owner shall have the right to pursue any legal or other action Owner deems appropriate.

Prior to submitting any Cutting Plan to the Massachusetts DCR for approval, Owner shall obtain a statement in writing from the Commonwealth that the proposed Cutting Plan conforms to the purposes of this Conservation Restriction and is consistent with the approved Stewardship Plan. The Cutting Plan shall reference this Conservation Restriction and the approved Stewardship Plan. A copy of this Conservation Restriction, the approved Stewardship Plan, and the written statement from the Commonwealth that the proposed Cutting Plan conform to the purposes of this Conservation Restriction or alternatively a written statement from Owner certifying that the Plan is deemed approved by the Commonwealth via the above-described 30-day rule, shall accompany any proposed Cutting Plan submitted by Owner to the Massachusetts DCR for approval in accordance with the requirements of M.G.L. Chapter 132 and applicable regulations promulgated thereunder.

All Cutting Plans and designated portions of woods roads identified in the Cutting Plan to be used for execution of the Cutting Plan shall be designed and constructed in a manner that avoids or minimizes damage to stone walls to the maximum extent practicable and feasible.

The cutting of trees not to exceed ten (10) MBF or ten (10) cords of wood in any consecutive twelve (12) month period on the Premises to provide non-commercial forest products for use by Owner is permitted, provided that the cutting is not inconsistent with the approved Stewardship Plan and that each 10-year renewal of the Stewardship Plan describes the extent and maps the location of any such planned and completed harvests of this type.

As a condition of Owner's exercise of forestry activities permitted herein, representatives of Owner and Commonwealth shall meet annually with a Forester of Owner's choice licensed in accordance with G.L. c. 132, s. 50, and 304 CMR 10.00, as amended, or in absence of any law that requires a Forester to be licensed in Massachusetts by a Forester certified through the Society of American Foresters, for the purpose of reviewing contemplated Stewardship and/or Cutting Plans with the objective of integrating the Forest Management Standards into such plans as a condition of plan approval by Commonwealth, unless Owner and Commonwealth agree that such a meeting would be either unnecessary or duplicative (a) in light of ongoing or recent dialogue regarding habitat enhancement issues or (b) because no forestry activities are being planned for the foreseeable future.

No provisions in the Stewardship Plan or the Cutting Plan shall change the meaning or terms of this Conservation Restriction and in the case of any conflict between this Conservation Restriction and the Stewardship Plan and/or the Cutting Plan, this Conservation Restriction shall govern.

Forest management activities carried out by Owner in compliance with Section III (1) herein shall be deemed by the Commonwealth to not materially impair the purposes of this Conservation Restriction.

(2) The maintenance, use, repair, relocation, discontinuance and removal of existing woods roads, bridges, culverts, fences, stone walls and gates identified in the Baseline Documentation Report and in the approved Stewardship Plan(s) described in Section III (1) above, substantially in their present condition; and the construction, maintenance, use, repair, relocation, discontinuance and removal of similar new woods roads, bridges, culverts, fences, stone walls and gates reasonably necessary in conducting permitted activities on the Premises, provided that (a) new woods roads shall conform to definitions contained in the Forest Management Standards, and (b) that all such new construction, maintenance, use, repairs, relocations, discontinuances and removals are identified in an amended approved Stewardship Plan, and any approved Cutting Plan if required, or are otherwise approved in advance by the Commonwealth in each instance. To the maximum extent practicable and feasible, sorting and loading of forest products is expected to occur alongside woods roads and any sorting areas alongside woods roads shall not be construed to contribute to the width of the travel surface as defined in the Forest Management Standards, provided that such sorting areas are temporary in nature and are allowed to re-grow forest vegetation at the conclusion of the sorting operation. Improvements may include the installation of gates, bridges, stone walls, culverts and stone barriers on and along said woods roads. The approved Stewardship Plan, and any

approved Cutting Plan if required, must demonstrate that (a) the existing conditions are not adequate to provide reasonable forest management and access to the Premises and that there is no reasonable, prudent, and economically viable alternative to Owner's proposal, (b) any desired improvements are necessary to provide reasonable forest management and access to the Premises and that there is no reasonable, prudent, and economically viable alternative to Owner's proposal, and (c) such improvements will be implemented to the maximum extent practicable and feasible in a manner that avoids or reasonably minimizes any material impacts to the conservation values and purposes of this Conservation Restriction.

Upon discontinuance and removal of any woods roads or other improvements, Owner shall restore the roadbed, bridges, culverts, and disturbed areas to a natural state, with even contour and in such a manner so as not to cause erosion in order that re-forestation and re-vegetation may expeditiously occur. All improvements shall be constructed, maintained, used, repaired and restored in accordance with the Stewardship Plan and Cutting Plan, as applicable. The construction and maintenance of one or more public parking areas is permitted with the approval of the Commonwealth.

(3) Passive non-commercial outdoor recreational activities by Owner and Owner's invitees such as cross-country skiing, hiking, walking, snowshoeing, hunting (including the erection of temporary deer stands), fishing, trapping, wildlife observation, bird watching, and similar non-motorized outdoor recreational activities that do not require facilities or structures, place minimal stress on a site's resources, and are reasonably compatible with natural resource protection, provided that said activities are conducted to the maximum extent practicable and feasible in a manner that avoids or reasonably minimizes any material impacts to the conservation values and purposes of this Conservation Restriction.

Such activities include the use of motorized wheelchairs by persons with disabilities on existing woods roads and the use of snowmobiles, provided that said activities are conducted to the maximum extent practicable and feasible in a manner that avoids or reasonably minimizes any material impacts to the conservation values and purposes of this Conservation Restriction.

(4) Scientific research and educational activities such as classes, experiments, sampling programs, natural resource studies, surveys, demonstrations, and other field activities, provided that said activities are conducted to the maximum extent practicable and feasible in a manner that avoids or reasonably minimizes any material impacts to the conservation values and purposes of this Conservation Restriction.

(5) The use of horses and other livestock on the Premises solely to support permitted forest management activities, passive recreational activities, scientific and research activities, and educational activities on the Premises, provided that said activities are conducted to the maximum extent practicable and feasible in a manner that avoids or reasonably minimizes any material impacts to the conservation values and purposes of this Conservation Restriction.

(6) The use of motorized vehicles and equipment by (a) Owner and Owner's employees, agents, and assigns as reasonably necessary to conduct uses and activities authorized herein, (b) the Commonwealth to carry out its duties, rights, and responsibilities under this Conservation Restriction, and (c) police, firemen, or other emergency responders and/or governmental agents in carrying out their lawful duties. Any such permitted use of motor vehicles or equipment shall be carried out to the maximum extent practicable and feasible in a manner that avoids or reasonably minimizes any material impacts to the conservation values and purposes of this Conservation Restriction.

(7) The cutting, pruning, mowing and removal of trees, shrubs, and other vegetation (a) in connection with permitted uses and activities authorized herein, (b) for forest fire prevention or management, (c) to control or prevent an imminent hazard to structure or life, (d) to control or prevent a plant disease or insect infestation, or (e) to improve or maintain fisheries and wildlife habitat as approved by the Commonwealth.

(8) The control, management, and eradication of species not native to the Commonwealth of Massachusetts, particularly invasive non-native plant species and/or species prohibited from purposeful introduction by federal or state laws or regulations, in accordance with and identified in an approved Stewardship Plan for the Premises or any portion thereof. Any approved use of biological control agents shall be documented, monitored and strictly controlled in accordance with applicable laws and internationally accepted scientific protocols and shall be described in an approved Stewardship Plan for the Premises.

(9) The introduction of a genetically modified or replicated organism or species, whether native or non-native to Massachusetts, or the intentional introduction of any non-native species, may be permitted but only if expressly determined in writing by both the Commonwealth and the State Forester or their assigned designee in their sole discretion that said introduction is materially consistent with and does not materially impair the conservation values, purposes and terms of this Conservation Restriction. Such written approval shall be evidenced by a detailed written explanation of why said activity or use is materially consistent with and does not materially impair the conservation values, purposes and terms of this Conservation Restriction. This explanation shall be part of a Non-Native or Genetically-Modified Species Management Plan which shall be an addendum to and in accordance with the approved Stewardship Plan for the Premises.

(10) The application of pesticides, herbicides, insecticides, fungicides, or other chemicals on the Premises by licensed applicators so long as the application is in strict compliance with all applicable state and federal laws and regulations, including but not limited to those administered by the Pesticide Bureau of the Massachusetts Department of Agricultural Resources and after written notice provided to the Commonwealth at least 5 days prior to application. Owner shall implement any such activities in a manner that to the maximum extent practicable and feasible (a) reasonably minimizes the extent of use of chemical pesticides, herbicides, insecticides, fungicides, and (b) utilizes

environmentally friendly non-chemical methods of pest management and shall describe such activities in an approved Stewardship Plan for the Premises or any portion thereof. Chemicals, containers, and liquid and solid non-organic wastes including fuel and oil shall be handled and disposed of in accordance with applicable law, be disposed of at off-site locations, and described in said approved Stewardship Plan.

(11) The enhancement of habitat for native species and the enhancement of natural communities in accordance with and identified in an approved Stewardship Plan, and approved Cutting Plan if required, for the Premises or any portion thereof, or as otherwise approved by the Commonwealth.

(12) Excavation or extraction of gravel, topsoil, sand, or similar type materials from sites on the Premises expressly for use on the Premises related to permitted uses, activities and purposes authorized herein, including but not limited to maintenance and/or construction of woods roads. All proposals for excavation or extraction and associated use shall be included in the approved Stewardship Plan, and approved Cutting Plan if required, for the Premises or any portion thereof, and shall include provisions that (a) no such materials shall be removed from the Premises for any purpose, (b) all such activities shall use adequate erosion control measures, (c) no excavation shall be permitted from within adequate filter strips associated with rivers, streams, lakes, ponds, or wetlands described in said Stewardship Plan or Cutting Plan and within an adequate setback of any certified vernal pool identified in said Stewardship Plan or Cutting Plan, and (d) all impacted areas are restored to the maximum extent practicable and feasible to a natural condition.

Such restoration may include but not necessarily be limited to the grading of cut banks to a natural angle of repose, the re-spreading of topsoil over the disturbed area, the stabilization of said area against erosion, and the re-vegetation of the disturbed area with native plant species in a manner that reasonably matches and blends in with the natural topography and condition of the Premises. No such proposed use shall be permitted unless said excavation or extraction and associated use are related to permitted uses and activities under this Conservation Restriction, and are carried out to the maximum extent practicable and feasible in a manner that avoids or reasonably minimizes any material impacts to the conservation values and purposes of this Conservation Restriction.

(13) The conduct of non-invasive, non-destructive field investigations or surveys for historic and/or archaeological resource management, conservation of historic 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.

(14) The use, installation and maintenance of signs, informational kiosks, and exhibits identifying things such as heritage, cultural and natural resource features of the Premises, including but not limited to a map of the Premises; the ownership thereof;



funding sources and other contributions; allowed uses; natural, cultural and historic features; the location of features including any woods roads and public parking areas; and other appropriate information not detrimental to the purposes of this Conservation Restriction.

“No Trespass” signs may not be used, installed or maintained on the Premises without the prior written approval of the Commonwealth. Unauthorized “No Trespass” signs may be removed at any time by Owner or the Commonwealth.

Signs, kiosks and exhibits shall not have a footprint that exceeds 20 square feet nor exceed 8 feet in height and should be designed and constructed as much as possible with materials that blend with the natural surroundings. Any informational panel shall not exceed 5' x 6' (4320 square inches).

Directional and informational signs shall not exceed (a) four hundred (400) square inches in size in conjunction with the conduct of forest management and recreational activities, (b) twenty-five (25) square inches in size for use in posting notice of ownership of the Premises along the boundaries of the Premises, and (c) nine hundred (900) square inches in size for use in posting notice of ownership and use of the Premises at any public access point to the Premises.

The design and location of such signs, informational kiosks, and exhibits shall be approved by Owner and the Commonwealth and every effort shall be made to keep sign size and number to a minimum.

(15) Legal rights of others in the Premises of record at the time this Conservation Restriction is recorded, including any utility and power line easements. This Conservation Restriction has no impact on the property rights and uses of abutting or nearby property of Owner or of other landowners.

(16) The cultivation and/or harvest of natural products from or produced by native species or by other species approved per subsection 9 above which products have demonstrated economic, medicinal, societal, and/or nutritional values or benefits as evidenced through generally accepted scientific research studies, provided that said activities are conducted to the maximum extent practicable and feasible in a manner that avoids or reasonably minimizes any material impacts to the conservation values and purposes of this Conservation Restriction and are described in an approved Stewardship Plan for the Premises or any portion thereof.

(17) Subdivision and associated conveyance of the Premises or a portion of the Premises at Owner's option provided that (a) no more than two total subdivisions of the Premises are allowed, (b) permissible subdivision boundaries are surveyed and monumented if an approved subdivision plan is necessary to adequately describe and convey the subdivided parcel; (c) subdivision is limited to the approved subdivision units identified in Ex. D (1) and Ex. D (2), (d) once subdivided, the subdivided unit is not further divided or subdivided, (e) all subdivisions are subject to the terms and provisions

of this Conservation Restriction, and (f) notice is given to the Commonwealth thirty (30) days prior to the conveyance of the subdivision.

The exercise of any permitted activity or use by Owner under this Section III shall be in compliance with the then-current Zoning Bylaw applicable to the Premises, the Wetlands Protection Act (General Laws Chapter 131, Section 40), the Massachusetts Endangered Species Act, and all other applicable federal, state, and local environmental protection and other laws and regulations, and Owner agrees not to seek a variance therefrom for development purposes without written consent of the Commonwealth. The inclusion of any permitted activity or use in this Section III requiring a permit from a public agency does not imply that the Commonwealth takes any position on whether such permit should be issued.

The Commonwealth acknowledges that Owner, pursuant to Section III, may desire to conduct additional economically viable uses of the Premises, including forest-based uses of the Premises, subject to agreement by the Commonwealth that said uses will not be materially inconsistent with and will not materially impair the conservation values and purposes of this Conservation Restriction. Owner acknowledges that the specific details of such possible additional uses are not yet known, and that, as a result, no evaluation of these additional uses and the potential impacts thereof on the resources and conservation values protected by this Conservation Restriction can be made at this time in order to determine whether these additional uses should be permitted on the Premises. Accordingly, Owner understands and agrees that any activity or use not expressly permitted herein is prohibited without the express written consent of the Commonwealth, said consent not to be unreasonably withheld so long as said activity or use is not materially inconsistent with and does not materially impair the conservation values and purposes of this Conservation Restriction. Any request by Owner for approval of such a new activity or use shall contain a detailed description of why such activity or use is not materially inconsistent with and does not materially impair the conservation values and purposes of this Conservation Restriction. The Commonwealth, in consultation with the State Forester or their assigned designee, may determine that the new use or activity must be included in an approved Stewardship Plan for the Premises or any portion thereof. In the event that the Commonwealth, in consultation with the State Forester or their assigned designee, approves such new use or activity but also determines that a separate Management Plan is appropriate to guide how such use is to be carried out on the Premises, Owner and the Commonwealth agree to work together in good faith to prepare said Management Plan which Plan must be approved by the Commonwealth. In the event that the Commonwealth disapproves the requested activity or use, the Commonwealth shall provide a detailed written explanation of why said activity or use is materially inconsistent with or materially impairs the conservation values and purposes of this Conservation Restriction, and if Owner disagrees with the Commonwealth's analysis and conclusion, Owner shall have the right to pursue any legal or other action Owner deems appropriate.

#### **IV. ACCESS BY THE COMMONWEALTH AND THE GENERAL PUBLIC**

The Commonwealth hereby consensually takes the right for its duly designated officers, directors, employees, representatives, and agents to enter and access the Premises, including access by foot and/or by motorized vehicle, for the purpose of inspecting the Premises, determining compliance with the terms of this Conservation Restriction, and preventing, abating or remedying any violations thereof. When inspecting the Premises and determining compliance with the terms of this Conservation Restriction, the Commonwealth agrees to notify the Owner within 5 business days prior to such actions. Owner acknowledges and agrees that the Commonwealth may need to take immediate action to prevent, abate or remedy any violations of this Conservation Restriction and may thus take such actions without any prior notice.

The Commonwealth also hereby consensually takes the right for its duly designated officers, directors, employees, representatives, and agents with the approval of Owner which approval shall not be unreasonably withheld, to at the Commonwealth's sole expense access the Premises and conduct rare species and natural community research, including but not limited to (a) locating, collecting samples, and otherwise studying and documenting any rare species, vernal pools, and natural communities which exist on the Premises, (b) conducting biological surveys, and (c) monitoring the natural communities, habitats and species thereon. Once each calendar year the Commonwealth will share its research findings with Owner. The right granted herein to the Commonwealth is not assignable to other organizations or entities without Owner's consent. Owner agrees to incorporate the Commonwealth's findings regarding rare species and natural communities into all Section III Permitted Uses so as to protect said rare species and natural communities as required by applicable law and regulations and this Conservation Restriction.

The Commonwealth also hereby consensually takes the right to permit the public to enter upon the Premises for passive outdoor recreational activities and educational purposes, including organized nature walks, hunting, fishing, hiking, bird watching, and similar uses by the general public as described in a Public Access Plan for the Premises approved by Owner and the Commonwealth, provided that such activities (a) do not involve use of motorized vehicles other than motorized wheelchairs for handicap access and snowmobiles in a manner consistent with the provisions of the Public Access Plan or as allowed by Commonwealth regulation or permit [the granting of which permit for motorized vehicle access shall be subject to the approval of Owner and Commonwealth said approval not to be unreasonably withheld], (b) are conducted to the maximum extent practicable and feasible in a manner that avoids or reasonably minimizes any material impacts to the conservation values and purposes of this Conservation Restriction; (c) do not unreasonably interfere with permitted uses of the Premises by Owner; and d) are not otherwise in violation of the terms of this Conservation Restriction. Except as permitted within these constraints, members of the public do not have the right to enter upon the Premises, which Premises are owned by Owner and under its lawful control consistent with the terms of this Conservation Restriction.

The terms and conditions of access to the Premises by the general public shall be determined by the Director of the Division of Fisheries and Wildlife in consultation with Owner and shall be memorialized in an approved Public Access Plan, which Public Access Plan shall be maintained at the offices of the Commonwealth and Owner and made available, as appropriate, to members of the general public that access the Premises. The manner and locations of access to the Premises shall be mutually agreed upon by Owner and the Commonwealth. The Public Access Plan shall be developed by the Commonwealth and the Owner, and modified as agreed by the Commonwealth and Owner over time as necessary, in a manner that minimizes to the maximum extent practicable (a) violations of the Public Access Plan for the Premises, (b) material damage to the Premises, (c) material health and safety risks to Owner and the general public, (d) material interference with Owner's rights with respect to the Premises; and (e) violations of the terms of this Conservation Restriction. The Commonwealth agrees to work in good faith with Owner to address any issue arising from public access on the Premises. Owner and the Commonwealth may, at their individual discretion and as they deem appropriate, address perceived violations of the Public Access Plan in accordance with the processes set forth in the then-applicable agreed Public Access Plan. Owner may petition the Director to modify the terms of public access to the Premises for cause in the event that public access is being conducted in a manner that materially violates the access provisions or other provisions of this Conservation Restriction.

The Commonwealth also herein consensually takes the right to, in its discretion and at its sole expense but subject to approval by Owner which approval will not be unreasonably withheld, erect, install, maintain and repair fences, gates, signs and other such improvements as identified in the approved Public Access Plan or as otherwise agreed by Commonwealth and Owner.

The Commonwealth also hereby consensually takes the right to, in its discretion and at its sole expense but subject to approval by Owner, erect and install informational and interpretational signs, information kiosks, and exhibits. Said signs, kiosks and exhibits shall not have a footprint that exceeds 20 square feet nor exceed 8 feet in height and should be designed and constructed as much as possible with materials that blend with the natural surroundings. Any informational panel shall not exceed 5'x 6' (4320 square inches).

Directional and informational signs shall not exceed (a) four hundred (400) square inches in size in conjunction with the conduct of forest management and recreational activities, (b) twenty-five (25) square inches in size for use in posting notice of ownership of the Premises along the boundaries of the Premises, and (c) nine hundred (900) square inches in size for use in posting notice of ownership and use of the Premises at any public access point to the Premises.

The design and location of such signs, informational kiosks, and exhibits shall be approved by Owner and the Commonwealth and every effort shall be made to keep sign size and number to a minimum.

The Commonwealth hereby acknowledges that access to the Premises may be impacted and interrupted for temporary periods of time for reasons of public health and safety arising from forestry and other permitted acts and uses exercised by Owner in accordance with Section III hereof. Owner hereby acknowledges the importance to the Commonwealth of maximizing the Commonwealth's and the public's ability to have access to the Premises for the above purposes (particularly hunting and fishing) arising from the investment of public funds for the purchase of this Conservation Restriction, and Owner agrees to take all practicable steps to minimize any impacts to and interruptions of such access. Owner agrees to timely notify the Commonwealth of all intended impacts to and interruptions of public access and to work with the Commonwealth in good faith to minimize those impacts to and interruptions of public access.

The Commonwealth acknowledges and agrees that the public access provisions of this Section IV shall not be interpreted in a manner as to require Owner to incur material costs associated with such activities, or to assume monitoring or enforcement or uncompensated repair responsibilities with respect to such public access activities. Owner is not responsible for costs associated with getting access up to standards necessary for handicapped or other special needs or laws regarding public rights on private property.

State and local police and fire officials and other law enforcement agents will be given keys and otherwise allowed reasonable and motorized access to Premises through gates.

#### **V. LEGAL REMEDIES OF THE COMMONWEALTH**

The provisions of this Conservation Restriction are intended to foster communication, collaboration and cooperation between the Commonwealth and Owner with respect to forest management, wildlife management, public access, and other permitted activities and uses on the Premises. In furtherance thereof, the Commonwealth and Owner agree that if a dispute regarding the terms of this Conservation Restriction cannot be resolved through direct communication between the Commonwealth and Owner, then the parties may engage the assistance of a qualified and mutually agreeable mediator to try to facilitate an expeditious and efficient resolution of said dispute prior to the complaining party bringing legal action. The findings of the mediator shall be non-binding and the cost thereof shall be borne equally by the Commonwealth and Owner, subject to the legal ability of each party to incur and pay such cost. This provision to seek mediation may be expressly waived by the Commonwealth or Owner if either party in good faith believes that an emergency exists that requires seeking immediate legal action to enjoin or otherwise prohibit actions or activities that imminently threaten the resources protected by this Conservation Restriction.

In the event that the Commonwealth and Owner cannot resolve said dispute through mediation as set forth above or the Commonwealth determines that an emergency exists that requires seeking immediate legal action, the rights hereby consensually taken by the Commonwealth include the right of the Commonwealth to institute appropriate legal proceedings, and to obtain injunctive and other equitable relief,

against any violations or to remedy, abate or otherwise enforce any violations hereof, including without limitation relief requiring restoration of the Premises to its condition at the time of this taking (it being agreed that the Commonwealth may have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Commonwealth.

If the Commonwealth obtains judgment from a Court of law ruling that Owner has violated the terms of this Conservation Restriction, then Owner, if so directed by the Court, shall reimburse the Commonwealth for all reasonable costs and expenses incurred in connection with obtaining and enforcing such judgment, including reasonable counsel fees and reasonable costs incurred in remedying or abating the violation.

If Owner obtains a judgment from a court of law ruling that the Commonwealth has unreasonably withheld permission, wrongly interpreted the intent of this Conservation Restriction, or has otherwise violated the intent of this Conservation Restriction, then the Commonwealth, if so directed by the Court and to the extent allowed by applicable law or regulation, shall reimburse Owner for all reasonable costs and expenses incurred in connection with obtaining and enforcing such judgment, including reasonable counsel fees and reasonable costs incurred.

Nothing in this Section V is intended to in any manner impair whatever legal rights Owner may have under this Conservation Restriction, or that Owner retains as a matter of statute or common law, including the ability to institute appropriate legal proceedings to protect its rights under this Conservation Restriction and to protect the Premises from unlawful or unauthorized trespass or use.

Enforcement of the terms of this Conservation Restriction shall be the responsibility of and at the discretion of the Commonwealth, and any forbearance by the Commonwealth to exercise its rights under this Conservation Restriction shall not be deemed or construed to be a waiver.

The Commonwealth shall be responsible for the actions of its employees, agents and representatives on the Premises. The Commonwealth does not undertake any liability or obligations relating to the condition of the Premises.

Nothing contained in this Conservation Restriction shall be construed as creating any liability in Owner or allowing the Commonwealth to bring any legal action or financial liability against Owner for any injury to or change in condition of the Premises resulting from cause(s) beyond the Owner's control, including but not limited to (a) fire, (b) flood, (c) storm, (d) earth movement, (e) actions by others who are not Owner or Owner's invitees, employees, agents or assigns, and (f) any reasonable and prudent action taken by Owner under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. Owner shall promptly notify the Commonwealth of all such conditions and all actions contemplated or taken by Owner to enable the Commonwealth to consult with Owner about possible approaches that would minimize long-term damage to the resources protected by this Conservation Restriction.

**VI. SUBSEQUENT TRANSFERS**

Owner 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 without limitation, a leasehold interest. Owner further agrees to give written notice to the Commonwealth of the proposed transfer of any interest at least 30 days prior to the date of such transfer. Failure of Owner to do so shall not impair the validity of this Conservation Restriction nor limit its enforceability in any way.

**VII. REPRESENTATIONS OF THE COMMONWEALTH**

The Department of Fish and Game represents that it is a governmental agency of the Commonwealth of Massachusetts, that it is organized and operated for the purpose of preserving and conserving natural resources, natural habitats, environmentally sensitive areas and for other charitable, scientific and educational purposes, and that it has both the necessary funds and commitment to hold this Conservation Restriction exclusively for conservation purposes in perpetuity and to enforce its terms.

**VIII. REQUIRED NOTIFICATION**

Owner shall notify the Commonwealth in writing at least thirty (30) days prior to undertaking any act which may adversely affect the conservation interests associated with this Conservation Restriction.

Whenever Owner's consent or approval is required under the terms of this Conservation Restriction, the Commonwealth shall notify Owner in writing not less than thirty (30) days prior to the date the Commonwealth intends to undertake the activity in question.

Whenever Owner's or the Commonwealth's consent or approval is required under the terms of this Conservation Restriction, Owner or the Commonwealth shall grant or withhold such consent or approval in writing within thirty (30) days of receipt of written request therefore, and any such consent or approval shall not be unreasonably withheld so long as the granting of said consent or approval is consistent with the terms and purposes of this Conservation Restriction. Failure to act in writing within the stated 30-day time period shall constitute consent or approval.

Any written notice required hereunder shall be sent by certified mail, return receipt requested, postage prepaid, to the following addresses:

Owner:           President  
                  W. D. Cowls, Inc.  
                  P.O. Box 9677  
                  134 Montague Road  
                  North Amherst, MA 01059

Commonwealth: Chief of Wildlife Lands  
                  Massachusetts Division of Fisheries and Wildlife  
                  251 Causeway Street, Suite 400  
                  Boston, MA 02114-2104

and

Natural Heritage and Endangered Species Program  
Massachusetts Division of Fisheries & Wildlife  
Route 135  
Westborough, MA 01581

With copies to: State Forester  
                  Massachusetts Department of Conservation and Recreation  
                  251 Causeway Street, Suite 600  
                  Boston, MA 02114-2104

or to such other address or addresses as may from time to time be designated by either party by written notice to the other.

In addition, copies of all proposed Stewardship Plans and Cutting Plans shall be sent by certified mail, return receipt requested, postage prepaid, to the both the DFW Forester and the Natural Heritage & Endangered Species Program at the following address:

DFW Forester  
Natural Heritage & Endangered Species Program  
Massachusetts Division of Fisheries and Wildlife  
Route 135  
Westborough, MA 01581

#### **IX. PROCEEDS FROM EXTINGUISHMENT; EMINENT DOMAIN**

Owner and the Commonwealth agree that this Conservation Restriction gives rise to a property right, immediately vested in the Commonwealth, with a fair market value of 82.76% of the full unencumbered fair market value of the Premises as determined by one or more independent 3<sup>rd</sup> party appraisal(s). Owner and the Commonwealth agree that this



proportionate value of the Commonwealth's property right shall remain constant.

If any change in conditions ever gives rise to extinguishment or other release of this Conservation Restriction under applicable law, then the Commonwealth, on a subsequent sale, exchange or involuntary conversion of the Premises or any portion thereof, shall be entitled to a portion of the proceeds equal to such proportionate value, subject, however, to any applicable law which expressly provides for a different disposition of proceeds and subject to the provisions of the Forest Legacy Program.

Whenever all or any portion of the Premises or any interest therein is taken by public authority under power of eminent domain, or if all or any part of this Conservation Restriction is otherwise extinguished by act of public authority, then Owner and the Commonwealth shall cooperate in recovering the full value of all direct and consequential damages resulting from such action.

All related expenses incurred by Owner and the Commonwealth shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between Owner and the Commonwealth in shares equal to such proportionate value. The Commonwealth shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein and the Forest Legacy Program as applicable.

If the only interest taken by the public authority is Owner's fee interest subject to this Conservation Restriction, the conservation interests protected hereunder are unaffected by this taking, and recovered proceeds are awarded solely on the basis of the value of the Premises as restricted by this Conservation Restriction, then in that event the proceeds from such taking shall be payable in their entirety to Owner.

#### **X. BINDING EFFECT; ASSIGNMENT**

The burdens of this Conservation Restriction shall be deemed to run with the Premises in perpetuity and in gross and shall be binding upon and enforceable against Owner and all future owners of any interest in the Premises. The Commonwealth is authorized to record and file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction and the legal applicability of Article 97 of the Amendments to the Massachusetts Constitution, and Owner hereby appoints the Commonwealth as its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, Owner agrees to execute any such instruments upon request.

This Conservation Restriction shall be assignable or transferable, provided such assignment or transfer is limited only to a United States or Massachusetts government entity; is consistent with Article 97 of the Amendments to the Massachusetts Constitution, Section 170h(1) of the U.S. Internal Revenue Code of 1986, as amended, and the Forest Legacy Program, and that such entity has among its purposes the conservation and preservation of land and water and agrees to and is capable of enforcing the conservation purposes of this Conservation Restriction. Owner must approve such

assignment or transfer. Any such assignee or transferee shall have the like power of assignment or transfer.

#### **XI. COSTS AND LIABILITIES**

Owner retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Premises, including the payment of all taxes and assessments and conformance with all applicable federal, state, and local laws and regulations. The Commonwealth shall be responsible for any costs and liabilities associated with the Commonwealth's activities on the Premises, including but not limited to costs associated with the Commonwealth's activities undertaken under the approved Public Access Plan.

#### **XII. ESTOPPEL CERTIFICATES**

Upon written request by Owner for the Commonwealth's certification of Owner's compliance with any obligation of Owner contained in this Conservation Restriction, the Commonwealth shall within 30 days of receipt of said written request determine in its sole discretion, but applying the terms of this Conservation Restriction, if Owner is in compliance. If said determination is affirmative, the Commonwealth shall execute and deliver to Owner any document, including but not limited to an estoppel certificate, which certifies Owner's compliance with said obligation(s) of Owner hereunder. In the event that the Commonwealth determines that Owner is not in compliance with any term of this Conservation Restriction, the Commonwealth shall provide to Owner a detailed description of any such non-compliance.

#### **XIII. AMENDMENTS**

This Conservation Restriction may be amended by mutual agreement of Owner and the Commonwealth, or their successors in interest, only insofar as the amendment (a) is not intended to and to the maximum extent practicable and feasible avoids or reasonably minimizes any material impacts to the conservation values and purposes of this Conservation Restriction, (b) does not violate Article 97 of the Amendments to the Massachusetts Constitution or in any manner invalidate the applicability of said Article 97, and (c) is consistent with the Forest Legacy Program. Either the Commissioner of the Department of Fish and Game or the Director of the Division of Fisheries and Wildlife or their successors shall execute a written confirmation concluding that the amendment meets these criteria and explaining in detail the reasons for this conclusion. Any amendment shall be in writing, signed under seal, and recorded at the appropriate registry of deeds along with the written confirmation of the appropriateness of said amendment.

#### **XIV. REVERSION OF FUNDS**

The Commonwealth acknowledges that this Conservation Restriction has been acquired in part with Federal funds under the Forest Legacy Program and that the interest acquired cannot be sold, exchanged, released or otherwise disposed of except in accordance with the Forest Legacy Program grant requirements and unless the United

States is reimbursed the market value of the Conservation Restriction at the time of disposal. However, the United States Secretary of Agriculture may exercise discretion to consent to such sale, exchange, release or disposition upon the Commonwealth's tender of equal valued consideration acceptable to the Secretary or as the Secretary of Agriculture otherwise approves.

#### **XV. SEVERABILITY**

If any portion or provision of this Conservation Restriction shall be held to be unenforceable by any court of competent jurisdiction, this Conservation Restriction shall be construed as though such portion or provision had not been included in it. If any portion or provision of this Conservation Restriction shall be susceptible of two or more constructions and any of said constructions would render said portion or provision invalid, then such portion or provision shall be given the construction that would render it valid and that maximizes the achievement of the purposes of this Conservation Restriction as set forth in Section I hereof. If any portion or provision of this Conservation Restriction is ambiguous, it shall be interpreted so as to be in accordance with the purposes of this Conservation Restriction set forth in Section I hereof, the provisions and policies expressed in Article 97 of the Amendments to the Massachusetts Constitution, the requirements of the Forest Legacy Program established pursuant to Section 1217 of Title XII of the Food, Agriculture, Conservation and Trade Act of 1990 [Public Law 101-624: 104 stat. 3359], and G. L. Chapter 184, Section 32.

The Commissioner of the Department of Fish and Game hereby makes the following award for the damages sustained by the owner of record of the area or areas hereinbefore described in the said taking to their property or entitled to any damages by reason of said taking:

<u>Supposed Owners</u>	<u>Award</u>
W.D. Cows, Inc.	\$8,800,000

Said award is made subject to satisfactory proof of ownership or entitlement by individuals and/or entities claiming ownership of said parcels and/or entitlement to said award.

IN WITNESS WHEREOF, the Commonwealth of Massachusetts has caused these presents to be executed in its name and on its behalf by Mary B. Griffin, Commissioner of the Department of Fish and Game, herewith duly authorized, who does hereunto set her hand and seal this 23 day of DECEMBER, 2011.

COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF FISH AND GAME

By: Mary B. Griffin  
Mary B. Griffin, Commissioner  
251 Causeway Street Suite 400  
Boston, MA 02114

COMMONWEALTH OF MASSACHUSETTS

FRAN HAMPSHIRE, ss DECEMBER 23, 2011

On this day before me, the undersigned Notary Public, personally appeared the above-named Mary B. Griffin, proved to me through satisfactory evidence of identification which was DRIVERS LICENSE, to be the Commissioner of the Department of Fish and Game of the Commonwealth of Massachusetts whose name as Commissioner is signed above, and acknowledged to me that she signed the foregoing instrument voluntarily as Commissioner of said Department for its stated purpose.

Kat Hull  
Notary Public



My Commission Expires: SEPTEMBER 13,  
2013

AGREEMENT OF ASSENT

I, Cinda H. Jones as President of W. D. Cowls, Inc., the current record title Owner of the Premises on which this Conservation Restriction is herein consensually taken, hereby acknowledge that this Conservation Restriction contains 1) certain duties and obligations that W. D. Cowls, Inc. as Owner is required to comply with and carry out, and 2) certain rights taken by the Commonwealth such as development and use rights and the right to monitor and enforce the terms of this Conservation Restriction in order to effectuate the purposes thereof.

W. D. Cowls, Inc., acting for itself and its successors and assigns, hereby expressly agrees to the terms of this Conservation Restriction, will fully and completely comply with and carry out the duties and obligations of Owner described herein, expressly assents to the rights of the Commonwealth consensually taken herein and to the taking of these rights via this consensual eminent domain taking of said Conservation Restriction, and will make all further conveyances of the Premises expressly subject to the terms of the Conservation.

SIGNED AND SEALED under the pains and penalties of perjury on this 23 day of December, 2011.

W. D. COWLS, INC.

By: Cinda H. Jones  
Cinda H. Jones, President

COMMONWEALTH OF MASSACHUSETTS

Hampshire County, ss.

DECEMBER 23, 2011

On this day before me, the undersigned Notary Public, personally appeared the above-named Cinda H. Jones as President of W. D. Cowls, Inc., proved to me through satisfactory evidence of identification which was DRIVERS LICENSE to be the person whose name is signed on the foregoing AGREEMENT OF ASSENT and acknowledged to me that (s)he was duly authorized to act on behalf of W. D. Cowls, Inc. and signed the foregoing instrument on behalf of said Corporation voluntarily for its stated purpose.

Kate Allie  
Notary Public



My Commission Expires: SEPTEMBER 13  
2013

**EXHIBIT A  
DESCRIPTIONS**

The CR encompasses nine general geographic areas located in Shutesbury and Leverett, Massachusetts. These areas will be broken down as Areas I - IX within this Exhibit A, and the deeds describing the parcels within each area will be specifically referenced. For a sketch showing the specific areas, see Exhibit 1 attached hereto and made a part hereof. The descriptions are as follows:

**Area I: Land located off of the northerly side of Leverett Road, Shutesbury, Massachusetts, known as "Rosenthal"**

Three parcels of land, comprising 232 acres, more or less, described as the "First Tract," "Second Tract," and "Third Tract" in the deed of Edith Ida Rosenthal to W. D. Cowls, Inc. dated March 27, 1998, and recorded in Book 3326, Page 2.

**Area II: Land located on the northerly side of Leverett Road and off the westerly side of Montague Road in Shutesbury, Massachusetts, known as "Phelps-Davis I"**

Two parcels of land, comprising 20 acres, more or less, located on the northerly side of Leverett Road and off the westerly side of Montague Road in Shutesbury, Massachusetts, and described as follows:

- D1. In the deed of Clinton A. Tenney to W. D. Cowls, Inc. dated May 1, 1969, and recorded in Book 1240, Page 353.
- D2. In the deed of Walter C. Jones to W. D. Cowls, Inc. dated July 14, 1986, and recorded in Book 1979, Page 240.

Area II parcels are subject to the following encumbrances:

- EN1. Parcel D1 is subject to a utility easement to the American Telephone and Telegraph Company described in a deed dated February 20, 1958, and recorded in Book 1068, Page 153.
- EN2. Parcel D1 is subject to an order of taking by the Town of Shutesbury for the relocation of Leverett Road dated October 28, 1958, and recorded in Book 1079, Page 87.
- EN3. Parcel D1 is subject to a utility easement to the American Telephone and Telegraph Company described in a deed dated October 16, 1963, and recorded in Book 1160, Page 201.
- EN4. Parcel D1 is subject to a utility easement to the American Telephone and Telegraph Company described in a deed dated April 6, 1966, and recorded in Book 1194, Page 693.
- EN5. Parcel D2 is subject to a utility easement described in a deed to the American Telephone and Telegraph Company dated November 21, 1957, and recorded in Book 1066, Page 78.

Area II is subject to the following exception:

- EX1. Excepting from Parcel D2 a 5.1 acre parcel described in a deed to Jeffrey Wood dated December 27, 1985, and recorded in Book 1929, Page 162.

Area II is subject to the following note:

- N1. A portion of Parcel D1 is shown as 5 numbered frontage lots on a plan of land dated April 8, 1988, and recorded in Plan Book 70, Page 88. These lots have not been conveyed.

**Area III: Land located on the northerly side of Leverett Road and on the westerly side of Montague Road in Shutesbury, Massachusetts, known as "Phelps-Davis II"**

Four parcels of land, comprising 317 acres, more or less, as conveyed generally in the deed of Gerald D. Jones, Sarah C. Jones and Walter C. Jones to W. D. Cowls, Inc. dated January 12, 1956, and recorded in Book 1032, Page 390. Said parcels are further described as follows:

- D1. In the deed of Lewis D. Larnard and Mary C. Larnard to Walter D. Cowles and Joseph H. Howard, dated May 15, 1866, and recorded in Book 385, Page 378.
- D2. In the deed of Inez R. Cole to Etta Tounie Cowls dated May 10, 1911, and recorded in Book 567, Page 286.
- D3. In the deed of John W. Pratt to Walter D. Cowls dated January 13, 1915, and recorded in Book 598, Page 243.
- D4. In the deed of Bessie J. Berry to Gerald D. Jones dated October 30, 1939, and recorded in Book 796, Page 323.

Area III parcels are subject to the following encumbrances:

- EN1. All parcels are subject to a utility easement to the American Telephone and Telegraph Company described in a deed dated July 19, 1912, and recorded in Book 570, Page 400.
- EN2. All parcels are subject to a utility easement to the American Telephone and Telegraph Company described in a deed dated July 19, 1912, and recorded in Book 577, Page 85.
- EN3. All parcels are subject to a utility easement to the American Telephone and Telegraph Company described in a deed dated July 19, 1912, and recorded in Book 577, Page 86.
- EN4. Parcel D1 is subject to an order of taking by the Town of Shutesbury for the relocation of Leverett Road dated October 28, 1958, and recorded in Book 1079, Page 87.
- EN5. Parcel D1 is subject to a drainage easement on Leverett Road to the Town of Shutesbury described in a deed dated November 21, 1958, and recorded in Book 1081, Page 125.
- EN6. All parcels are subject to a utility easement to the American Telephone and Telegraph Company described in a deed dated December 10, 1963, and recorded in Book 1161, Page 619.



Area III parcels are subject to the following exceptions:

- EX1. Excepting from Parcel D1 the parcel described in a deed to Hannah L. Pratt dated September 26, 1887, and recorded in Book 443, Page 161.
- EX2. Excepting Parcel D1 the portion thereof located on the easterly side of Montague Road as described in a deed to Rudolph Alvira and Mary A. Alvira dated November 10, 1968, and recorded in Book 1189, Page 436.
- EX3. Excepting from Parcel D3 the parcel of land described in a deed to Lewis A. Glazier and Clara B. Glazier dated July 23, 1969, and recorded in Book 1244, Page 345.
- EX4. Excepting from Parcel D3 the parcels of land described in a deed to Roca Maria Maidana dated August 13, 1969, and recorded in Book 1245, Page 369.
- EX5. Excepting from Parcel D3 the parcel of land described in a deed to Lewis A. Glazier and Clara B. Glazier dated May 30, 1970, and recorded in Book 1258, Page 417.

Area III parcels are subject to the following notes:

- N1. A portion of Parcel D1 is shown as frontage lots on a plan of land dated April 8, 1988, and recorded in Plan Book 70, Page 88. Parcels 1, 2 and 3 comprise portions of Parcel D1. The frontage lots have not been conveyed.
- N2. Portions of Parcels D2, D3 and D4 are shown as frontage lots on a plan of land dated April 5, 1988, and recorded in Plan Book 70, Page 91. The frontage lots have not been conveyed.

**Area IV: Land located on the southerly side of North Leverett Road in Leverett, Massachusetts, known as "Williams-Pike"**

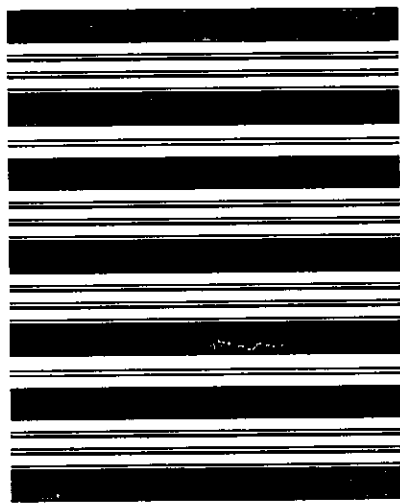
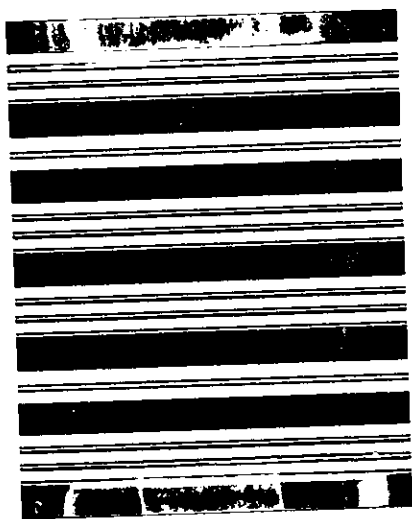
Nine parcels of land, comprising 173 acres, more or less, and described as follows:

- D1. In the deed of Joseph W. LaClaire to W. D. Cowls, Inc. dated November 17, 1966, and recorded in Book 1204, Page 362.
- D2. In the deed of Matilda A. Buckmaster to W. D. Cowls, Inc. dated February 16, 1965, and recorded in Book 1177, Page 651.
- D3. In the deed of Walter C. Jones to W. D. Cowls, Inc. dated January 12, 1956, and recorded in Book 1032, Page 390, wherein Parcel D3 is conveyed generally. Parcel D3 is referenced in the deed of Julia W. Beaman and Ralph N. Marvell to Walter C. Jones dated May 7, 1942, and recorded in Book 861, Page 172. This deed conveyed several parcels of land by reference to deeds recorded in Book 483, Page 61 and Book 601, Page 17. Parcel D3 is the second described parcel in Book 483, Page 61. This deed, however, does not contain a description of Parcel D3 and references another deed recorded in Book 357, Page 292, wherein the actual description of Parcel D3 is found.
- D4. In the deed of Walter C. Jones to W. D. Cowls, Inc. dated May 25, 1966, and recorded in Book 1196, Page 365.
- D5. In the deed of Joseph C. Cannon to W. D. Cowls, Inc. dated January 13, 1966, and recorded in Book 1191, Page 587.
- D6. As the "First Tract" and "Second Tract" in the deed of Robert W. Kleis and Beatrice M. Kleis to W. D. Cowls, Inc. dated December 21, 1971, and recorded in Book 1289, Page 54.
- D7. In the deed of William H. Williams and Herman E. Williams, co-partners, to W. D. Cowls, Inc. dated February 2, 1965, and recorded in Book 1177, Page 387.
- D8. In the deed of Walter C. Jones to W. D. Cowls, Inc. dated April 22, 1971, and recorded in Book 1273, Page 524.

Area IV parcels are subject to the following encumbrances:

- EN1. Parcel D3 is subject to a possible utility easement to the New England Telephone and Telegraph Company as described in a deed recorded in Book 357, Page 292.
- EN2. Parcel D6 is subject to a utility easement to the Western Massachusetts Electric Company and New England Telephone and Telegraph Company described in a deed dated July 31, 1947, and recorded in Book 906, Page 33.

EN3. Parcel D6 is subject to an order of taking for the relocation of Dudleyville Road by the Town of Leverett dated May 15, 1998, and recorded in Book 3348, Page 47.



**Area V: Land located on Brushy Mountain in Leverett, Massachusetts, known as  
"Billings-Brown"**

Five parcels of land, comprising 192 acres, more or less, and described as follows:

- D1. In the deed of the Billings-Brown Corporation to W. D. Cowls, Inc. dated November 7, 1967, and recorded in Book 1217, Page 692.
- D2. As Tracts I and II in the deed of the Billings-Brown Corporation to W. D. Cowls, Inc. dated November 13, 1968, and recorded in Book 1233, Page 605.
- D3. As Tracts I and II in the deed of the Billings-Brown Corporation to W. D. Cowls, Inc. dated July 24, 1969, and recorded in Book 1244, Page 390.

**Area VI: Land located on Brushy Mountain in Leverett, Massachusetts, known as “the Brushy Survey Plan”**

A 1,350 acre parcel of land described in a deed of Gerald D. Jones and Sarah C. Jones to Walter C. Jones dated November 22, 1949, and recorded in Book 943, Page 319, and shown on a plan of land recorded in Plan Book 22, Page 11. The parcel was further conveyed by deed of Gerald D. Jones, Sarah C. Jones and Walter C. Jones to W. D. Cowsls, Inc. dated January 12, 1956, and recorded in Book 1032, Page 390.

Area VI is subject to the following encumbrances:

- EN1. Subject to possible spring rights described in a deed recorded in Book 869, Page 282.
- EN2. Subject to a 300 foot wide utility easement described in an order of taking by the Western Massachusetts Electric Company dated May 27, 1969, and recorded in Book 1241, Page 391.
- EN3. Subject to a Special Permit issued by the Town of Leverett to remove sand and gravel dated August 8, 2007, and recorded in Book 5898, Page 48.

Area VI is subject to the following exception:

- EX1. Excepting a 12 acre parcel of land described in a deed recorded in Book 465, Page 225.

Area VI has the benefit of the following appurtenant right:

- AR1. Together with a right of way over the excepted parcel described above as reserved in the deed recorded in Book 465, Page 225.

**Area VII: Land located on the westerly side of Montague Road (a/k/a Dudleyville Road) in Shutesbury, Massachusetts, known as "Eddy I"**

Six parcels of land, comprising 93.8 acres, more or less, as conveyed generally in the deed of Gerald D. Jones, Sarah C. Jones and Walter C. Jones to W. D. Cowls, Inc. dated January 12, 1956, and recorded in Book 1032, Page 390. Said parcels are further described as follows:

- D1. As the first and second described tracts in the deed of John H. Stetson to Walter D. Cowls and Joseph H. Howard, dated May 30, 1906, and recorded in Book 521, Page 237.
- D2. In the deed of George H. Eddy to Walter D. Cowls and Joseph H. Howard dated December 4, 1907, and recorded in Book 543, Page 316.
- D3. In the deed of John B. Brown, executor, to Walter D. Cowls and Joseph Herbert Howard, dated October 10, 1908, and recorded in Book 530, Page 207.<sup>1</sup>
- D4. In the deed of George H. Eddy to W.D. Cowls and J.H. Howard dated March 5, 1910, and recorded in Book 555, Page 276.
- D5. In the deed of Frank A. Eddy to W.D. Cowls and J.H. Howard dated March 12, 1910, and recorded in Book 555, Page 379.

Area VII parcels are subject to the following exceptions:

- EX1. Excepting from Parcel D2 the land described in a deed to James H. Mizaur and Carole J. Mizaur dated May 27, 1971 and recorded in Book 1275, Page 286.
- EX2. Excepting from Parcel D2 the land described in a deed to Deacon Bonnar dated July 29, 1994 and recorded in Book 2929, Page 241. The conveyed land is shown as Lots 1 and 2 on a plan of land recorded in Plan Book 70, Page 90.
- EX3. Excepting from Parcels D2 and D5 the land described in a deed to Deacon Bonnar dated June 10, 1997 and recorded in Book 3244, Page 312. The conveyed land is shown as Lot 1 on a plan of land recorded in Plan Book 96, Page 32. The aforementioned plan depicts Lots 2-5 as well. These lots have not been conveyed and title to Lots 2-5 remains in the name of W.D. Cowls, Inc.

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<sup>1</sup> The land described in this deed is geographically associated with Area IX, "Brushy Mountain," but is part of Area VII, "Eddy I" from a chain of title standpoint.

**Area VIII: Land located on the westerly side of Montague Road (a/k/a Dudleyville Road) in Shutesbury, Massachusetts, known as "Eddy II"**

Three parcels of land, comprising 43 acres, more or less, described as follows:

- D1. In the deed of Warren R. Brown, administrator, to Walter D. Cowls March 13, 1922 and recorded in Book 616, Page 319, as subsequently conveyed, but not specifically described, in the deed of Gerald D. Jones, Sarah C. Jones and Walter C. Jones to W. D. Cowls, Inc. dated January 12, 1956, and recorded in Book 1032, Page 390.
- D2. In the deed of Warren R. Brown to Walter C. Jones, dated April 28, 1950 and recorded in Book 946, Page 454, as subsequently conveyed, but not specifically described, in the deed of Gerald D. Jones, Sarah C. Jones and Walter C. Jones to W. D. Cowls, Inc. dated January 12, 1956, and recorded in Book 1032, Page 390.
- D3. In the deed of Clarence M. Haskell to W. D. Cowls, Inc. dated September 28, 1970, and recorded in Book 1264, Page 407.

Area VIII parcels are subject to the following exception:

- EX1. Excepting from Parcel D1 the parcel of land described in a deed to Deacon Bonnar, dated June 10, 1997 and recorded in Book 3244, Page 312. The conveyed land is shown as Lot 1 on a plan of land recorded in Plan Book 96, Page 32. The plan depicts Lots 2-5 as well. These lots have not been conveyed and title to Lots 2-5 remains in the name of W. D. Cowls, Inc.

**Area IX: Land located on Brushy Mountain in Leverett, Massachusetts, known as  
"Brushy Mountain"**

Twenty Six parcels of land comprising, 1,331.71 acres, more or less, and further described as follows:

- D1. In the deed of John B. Brown, executor under the will of Mendell W. Howard, to Walter D. Cowls and Joseph Herbert Howard, dated October 10, 1908 and recorded in Book 530, Page 207.<sup>2</sup>
- D2. In the deed of Charles Adams to Walter D. Cowls and J. Herbert Howard, dated March 14, 1919, and recorded in Book 550, Page 39.
- D3. In the deed of Nathaniel Black to Walter C. Jones, dated March 19, 1951, and recorded in Book 958, Page 439.
- D4. In the deed of Elisha A. Munsell to W. D. Cowls, Inc. dated May 17, 1957, and recorded in Book 1056, Page 372.
- D5. In the deed of Charles Clark to W. D. Cowls, Inc. dated August 21, 1958, and recorded in Book 1076, Page 28.
- D6. In the deed of Clayton E. Pratt to W. D. Cowls, Inc. dated April 29, 1959, and recorded in Book 1087, Page 103.
- D7. As "Tract 1" and "Tract 2" in the deed of Bertha A. Dodge and Robert M. Shaw to W. D. Cowls, Inc. dated December 17, 1960, and recorded in Book 1115, Page 78.
- D8. As "Tract One," "Tract Two," and "Tract Three" in the deed of Glen K. Watson to W. D. Cowls, Inc. dated May 29, 1963, and recorded in Book 1153, Page 241.
- D9. In the deed of Joseph H. Mitchell and Mary A. Mitchell to W. D. Cowls, Inc. dated February 21, 1964, and recorded in Book 1163, Page 403.
- D10. As "Tract P" in the deed of Ethan W. Howard, Jr., Gordon L. Howard and Wayne A. Howard to W. D. Cowls, Inc. dated November 29, 1966, and recorded in Book 1204, Page 584.
- D11. As the "Third Tract" and "Fourth Tract" in the deed of Ethan W. Howard, Jr., Gordon L. Howard and Wayne A. Howard to W. D. Cowls, Inc. dated March 22, 1967, and recorded in Book 1208, Page 22.

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<sup>2</sup> See Area VII, Footnote 1.



- D12. In the deed of F. Donald Ashley and Carolyn F. Ashley to W. D. Cowls, Inc. dated January 9, 1970, and recorded in Book 1253, Page 119.
- D13. In the deed of Glon K. Watson to W. D. Cowls, Inc. dated May 7, 1970, and recorded in Book 1257, Page 398.
- D14. In the deed of Walter C. Jones to W. D. Cowls, Inc. dated July 23, 1970, and recorded in Book 1261, Page 242.
- D15. As "Tract 1" and "Tract 2" in the deed of William J. Stratford, Edward John Stratford, Harry Joseph Stratford and Lillian Ada Stratford to W. D. Cowls, Inc. dated September 26, 1970, and recorded in Book 1264, Page 695.
- D16. In the deed of Larry LaClaire and Beverly A. LaClaire to W. D. Cowls, Inc. dated June 30, 1972, and recorded in Book 1313, Page 345.
- D17. As "Parcel I" and "Parcel II" in the deed of John R. Watson to W. D. Cowls, Inc. dated July 13, 1973, and recorded in Book 1355, Page 266.
- D18. In the deed of John S. Howland to W. D. Cowls, Inc. dated September 6, 1973, and recorded in Book 1364, Page 96.
- D19. In the deed of Edna Broadwell Taylor to W. D. Cowls, Inc. dated March 25, 1974, and recorded in Book 1384, Page 259.
- D20. In the deed of Richard Towne Slobody to W. D. Cowls, Inc. dated July 18, 1978, and recorded in Book 1547, Page 241.

Area IX parcels are subject to the following encumbrances:

- EN1. Subject to possible spring rights described in a deed to William Stratford dated May 20, 1899 and recorded in Book 473, Page 21.
- EN2. Subject to possible spring rights described in a deed to Verdi W. Brett dated September 21, 1942, and recorded in Book 862, Page 200.
- EN3. Subject to a 300 foot wide utility easement described in an order of taking by the Western Massachusetts Electric Company dated May 27, 1969, and recorded in Book 1241, Page 391.
- EN4. Subject to a Special Permit issued by the Town of Leverett to remove sand and gravel dated August 8, 2007, and recorded in Book 5898, Page 79.

Area IX parcels are subject to the following exceptions:

- EX1. Excepting a 1.4 acre parcel of land described in a deed to Larry M. LaClaire and Beverly A. LaClaire dated April 28, 1972, and recorded in Book 1339, Page 16.
- EX2. Excepting a 1.83 acre parcel of land described in a deed to Larry M. LaClaire and Beverly A. LaClaire dated April 30, 1976, and recorded in Book 1461, Page 312. For a copy of the deed, see Page 268 in the Abstract.
- EX3. Excepting a .70 acre parcel of land known as Moores Corner Cemetery. This parcel is shown on a plan of land recorded in Plan Book 71, Page 84.
- EX4. Excepting a 1.907 acre parcel of land described in a deed to William L. Stratford dated October 19, 1988, and recorded in Book 2275, Page 48. The conveyed parcel is also shown on a plan of land recorded in Plan Book 71, Page 84.
- EX5. Excepting a 28 acre parcel known as the "Home Place" described in a deed to Verdi W. Brett dated September 21, 1942, and recorded in Book 862, Page 200.

Area IX parcels have the benefit of the following appurtenant right:

- AR1. A right of way described in a deed dated September 21, 1942, and recorded in Book 862, Page 199.

**RECENT ENCUMBRANCES AND EXCEPTIONS**

Encumbrances:

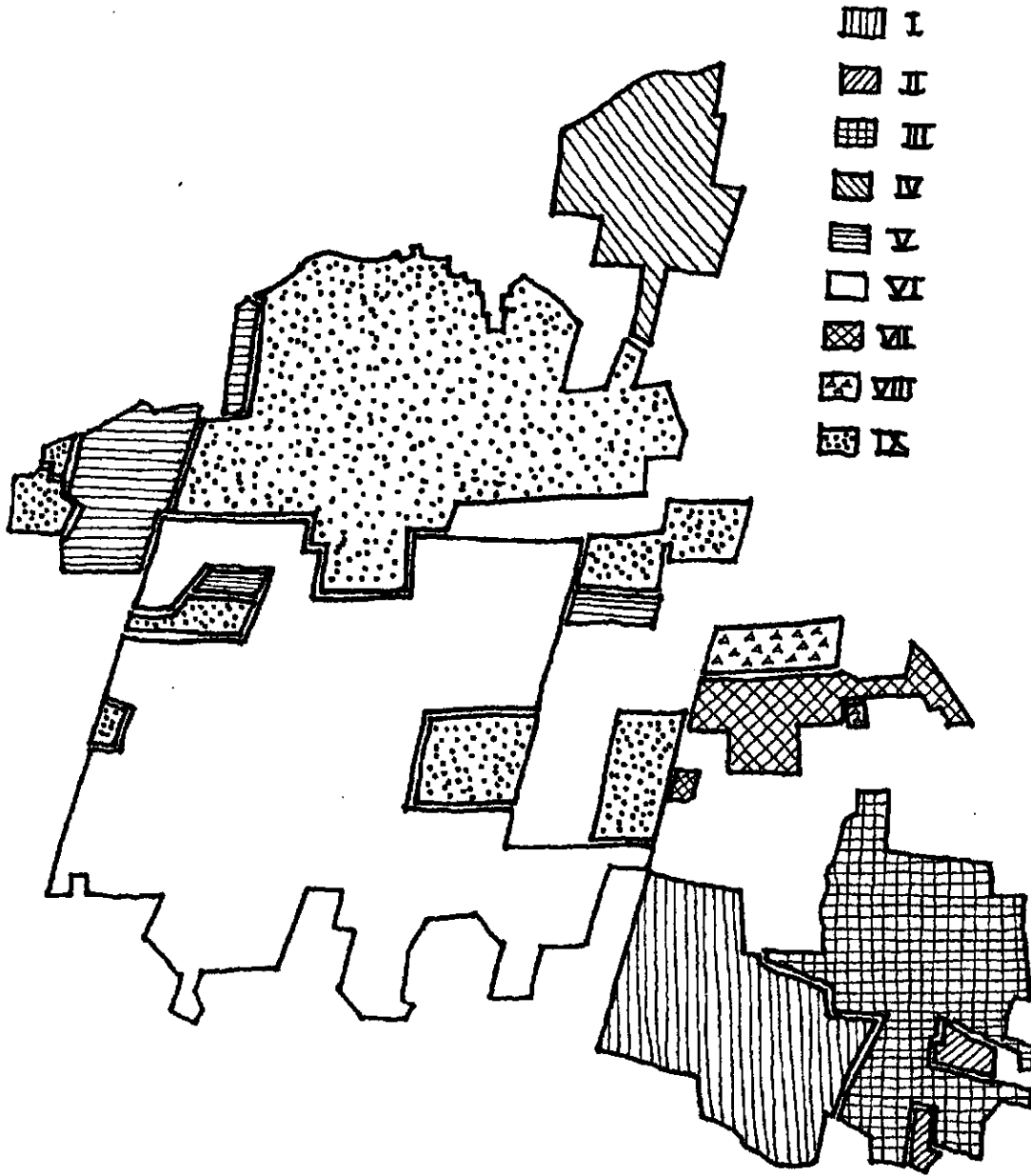
- EN1. Subject to an easement granted to Stephen J. Puffer dated October 18, 2011, and recorded in Book 6090, Page 308.
- EN2. Subject to an easement granted to Mary E. Thayer, Catherine Huppe and Wendy Bestor, Co-Trustees of the Rocky Rest Trust, dated October 18, 2011, and recorded in Book 6090, Page 313.
- EN3. Subject to an easement granted to Gerald Kellogg dated October 18, 2011, and recorded in Book 6090, Page 318.
- EN4. Subject to an easement granted to George Gillispie dated November 15, 2011, and recorded in Book 6098, Page 79.
- EN5. Subject to an easement granted to Mill River Fields, LLC dated November 15, 2011, and recorded in Book 6098, Page 84.
- EN6. Subject to an easement granted to Gregory Thompson and Jane Mudie dated November 15, 2011, and recorded in Book 6098, Page 89.
- EN7. Subject to an easement granted to Cynthia Smith, Nathaniel Smith, Heather Miller and Geoffrey Miller dated November 15, 2011, and recorded in Book 6098, Page 94.
- EN8. Subject to an easement granted to Timothy Pickering dated November 15, 2011, and recorded in Book 6098, Page 99.
- EN9. Subject to an easement granted to John Puffer, Sr., dated November 15, 2011, and recorded in Book 6098, Page 104.
- EN10. Subject to a modification of easement granted to Western Massachusetts Electric Company dated November 29, 2011, and recorded in Book 6106, Page 150.

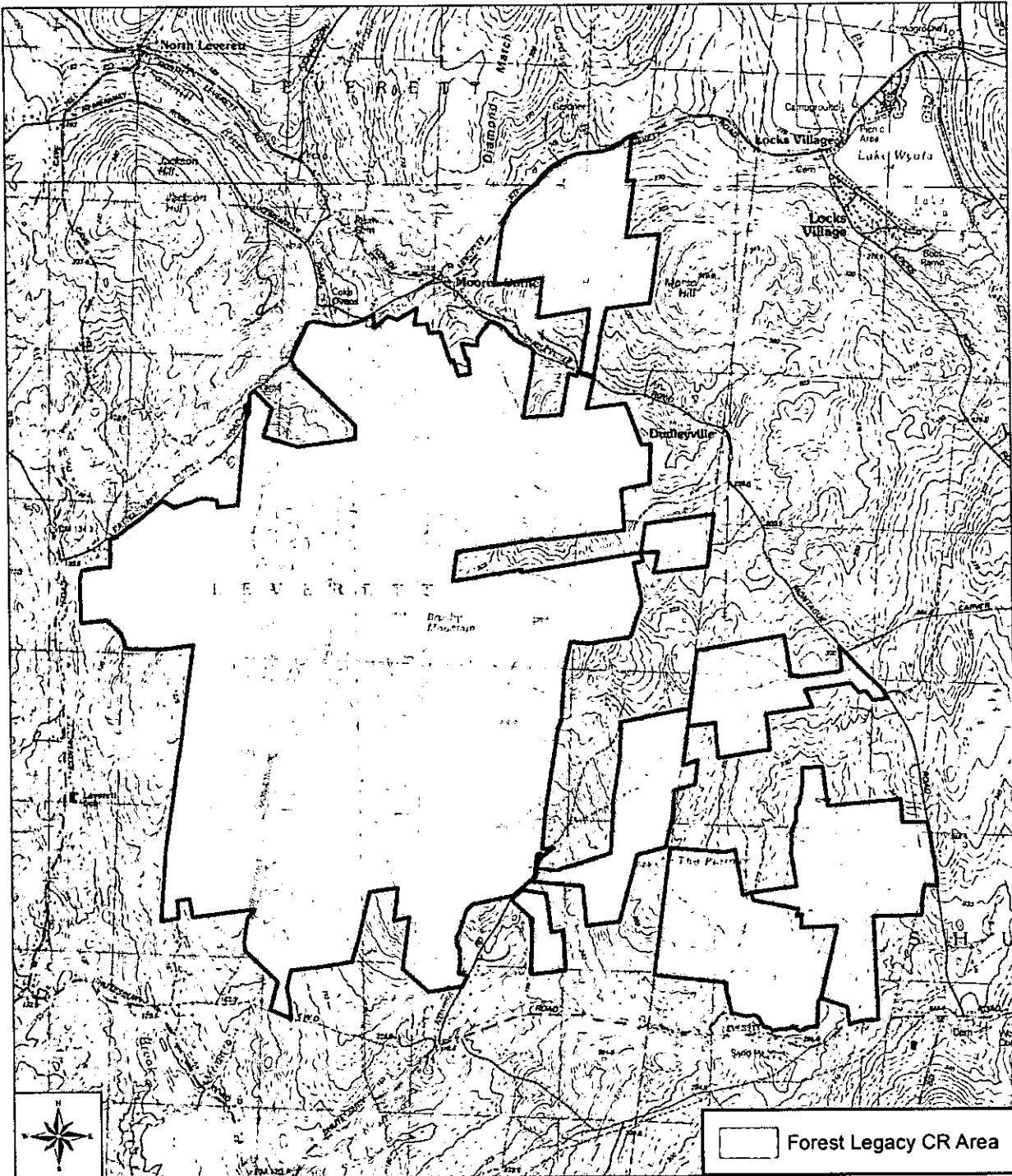
Exceptions from the Conservation Restriction:

- EX1. Excepting the 20.48 acre parcel of land described in the deed to Gabe Wegel dated October 26, 2011, and recorded in Book 6090, Page 305. The conveyed parcel is shown as Lot 1 on a plan of land dated April 24, 2011, and recorded in Plan Book 131, Page 92.
- EX2. Excepting the 49.169 acre parcel of land shown on a plan of land dated October 28, 2011, and recorded in Plan Book 132, Page 7.

- EX3. Excepting the 19.038 acre parcel of land shown on a plan of land dated October 26, 2011, and recorded in Plan Book 132, Page 8.
- EX4. Excepting the 35.60 acre parcel of land shown as Lot 2 on a plan of land dated October 4, 2011, and recorded in Plan Book 131, Page 14.
- EX5. Excepting a 12.77 acre parcel shown as Parcel A, and a .91 acre parcel of land shown as Parcel A-1, on a plan of land dated October 26, 2011, and recorded in Plan Book 132, Page 13.
- EX6. Excepting two parcels of land, comprising in total 12.2 acres, shown as areas "to be excluded" on a plan of land dated November 14, 2011, and recorded in Plan Book 132, Page 17.

EXHIBIT 1





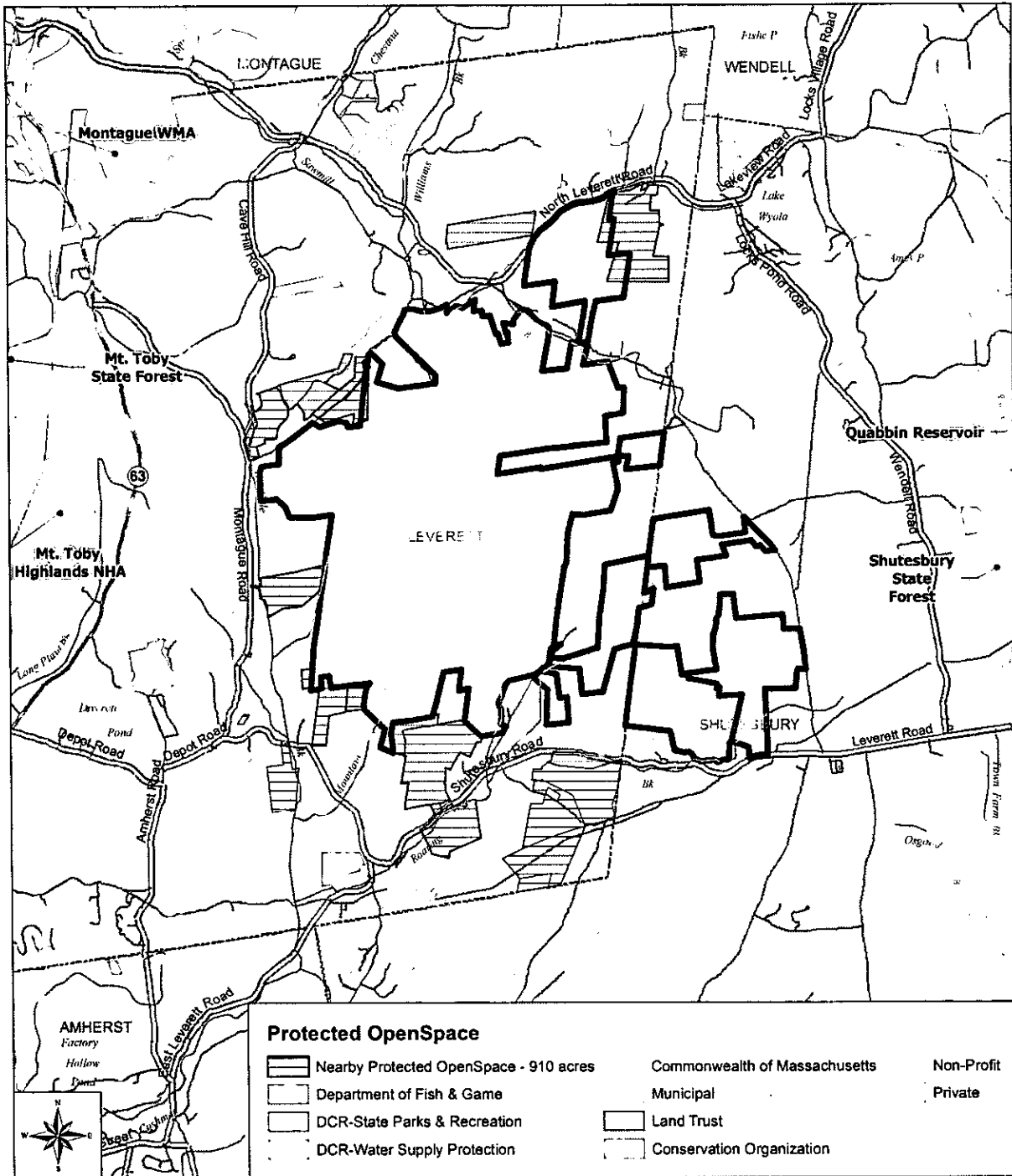
Map Produced by the Department of Fish & Game October 20th, 2011 617-626-1565

**EXHIBIT B (1)**  
**Table: Abutting and Nearby Conservation Land**

Site Name	Fee Owner	Acres
Gibavic Family CR	Annette N. Gibavic	39.8
Dan Glazier Forest	Rattlesnake Gutter Trust	55.4
Marvel Family Conservation Area	Rattlesnake Gutter Trust	20.4
Mosher Conservation Area	Rattlesnake Gutter Trust	19.6
Scheffey Conservation Area	Rattlesnake Gutter Trust	20.5
Whitney Road Conservation Area	Rattlesnake Gutter Trust	25.0
Leverett CR 9	Elizabeth Heston Scheffey & Anna Maria Scheffey	219.4
Smith CR	David M. Smith	2.1
David M. Smith CR	Ellen & Nancy Smith	117.1
Spencer/Kenerson CR	Bruce Spencer & Laurey Kenerson	129.7
4-H Forest Conservation Area	Town of Leverett	38.0
Bill Rivers Conservation Area	Town of Leverett	55.6
Doolittle Brook Conservation Area	Town of Leverett	5.2
Howard Conservation Area	Town of Leverett	0.5
King	Town of Leverett	38.0
Lois and Joe Barnes Conservation Area	Town of Leverett	1.5
Rattlesnake Gutter Conservation Area	Town of Leverett	49.3
Roaring Brook Conservation Area	Town of Leverett	57.5
Stetson Adams Memorial Woodland CR	Town of Leverett	12.2
Shutesbury Conservation Area	Town of Shutesbury	3.0

Total Acres: 909.8

**EXHIBIT B (2)**  
**Map: Abutting and Nearby Conservation Land**





**EXHIBIT C**

**FOREST MANAGEMENT STANDARDS TO ENHANCE AND MAINTAIN NATIVE BIODIVERSITY ON FORESTLANDS SUBJECT TO CONSERVATION RESTRICTIONS ADMINISTERED BY THE COMMONWEALTH**

GOAL: Enhance and maintain native biological diversity on managed forestlands.

OBJECTIVES:

- 1) Apply current and generally accepted scientific principles from the current Massachusetts Forestry Best Management Practices Manual (Kittredge & Parker, Third Printing, January, 2000) and subsequent versions if approved by the Commonwealth (the "Manual") to conserve soil and water quality on managed forestlands.
- 2) Apply current and generally accepted scientific principles for native biodiversity conservation as standards on managed forestlands.

STANDARDS:

- 1) Conduct all forest cutting operations under an approved Chapter 132 Forest Cutting Plan and in compliance with any/all applicable federal, state, and/or local regulations. Provide a copy of the Chapter 132 Forest Cutting Plan to the DFW Natural Heritage & Endangered Species Program at least 30 days prior to the start of cutting for review of potential impacts on state-listed species and priority natural communities. Implement all mitigation measures provided by the Commonwealth to limit impacts on state-listed species and priority natural communities. Upon the request of Owner, the DFW Natural Heritage & Endangered Species Program may assist Owner, at Commonwealth's expense, to locate and map all habitats for state-listed species and priority natural communities within a proposed harvest area.
- 2) Establish and maintain woods roads and landing areas according to both required best management practices and to the maximum extent practicable and feasible recommended guidelines in the Manual.
- 3) Retain buffer strips along roads and filter strips along riparian areas according to both required best management practices and to the maximum extent practicable and feasible recommended guidelines in the Manual.
- 4) Avoid wetland resource area crossings during forest cutting operations if possible, establish and maintain stream crossings for logging machinery, and operate machinery within wetlands only when necessary and in strict compliance with both required best management practices and to the maximum extent practicable and feasible recommended guidelines in the Manual.
- 5) Locate and map all certified vernal pools and all potentially certifiable vernal pools within a proposed harvest area. Conduct forest cutting operations for all certified vernal pools in strict compliance with both required best management practices and recommended guidelines in the Manual and also apply said practices and guidelines to all potentially certifiable vernal pools. Upon the request of Owner, DFW Forestry Program and/or Natural Heritage Program shall assist Owner, at Commonwealth's

expense, to locate and map all potentially certifiable vernal pools within a proposed harvest area but there shall be no requirement for Owner to certify any vernal pools on Owner's lands.

- 6) Retain some woody debris on the ground and a portion of the live overstory tree canopy during all forest cutting operations with the exception that no overstory retention is required for aspen coppice regeneration cuts approved by the Commonwealth. Both woody debris retention and overstory tree canopy retention should typically increase on more severe slopes (Table 1). Retention should include one or more trees  $\geq 14''$  dbh per acre and large woody debris  $>6''$  in diameter whenever possible.
- 7) When harvesting in oak forests or in mixed-species forests containing overstory oak trees, secure adequate regeneration of oak seedlings (typically  $>20$  seedlings/acre  $>4'$  tall, or a total combined height of 100 linear feet per acre of oak seedlings  $<1''$  dbh ) prior to removing all of the dominant overstory oak trees within the harvest area.

Table 1. Retention standards

Slope	Overstory Canopy *	Basal Area $\geq 14''$ dbh	Large Woody Debris ( $\geq 6''$ in diameter)	Small Woody Debris ( $<6''$ in diameter)
$<30\%$	$\geq 10\%$	$\geq 10 \text{ ft}^2/\text{ac}$	$>0.5$ cords/ac	$>30\%$ of slash
30-60%	$\geq 30\%$	$\geq 10 \text{ ft}^2/\text{ac}$	$>1.0$ cords/ac	$>40\%$ of slash
$>60\%$	$\geq 60\%$	$\geq 10 \text{ ft}^2/\text{ac}$	$>1.5$ cords/ac	$>50\%$ of slash

\*No retention required for aspen coppice regeneration if approved by DFW.

Retain live trees in  $\geq 2$  groups per acre when possible, consisting of sound, relatively wind-firm trees, and existing den trees and/or snag trees when possible. Retain both live [mature] mast-producing hardwoods, including oak and black cherry, and cover-producing softwoods including hemlock and white pine, where possible. Retain some large downed woody material in or near retained groups when possible. On slopes  $>30\%$  a waiting period of  $\geq 5$  years must elapse before another cut is made.

**DEFINITIONS:**

**Biological Diversity (Biodiversity):** The entire assemblage of native flora and fauna and their supporting habitats and natural communities.

**Coppice:** The production of new stems from the stump or roots of cut trees.

**Dbh:** Diameter at breast height (4.5' above the ground)

**Habitat:** The biological and physical conditions necessary for the sustained occurrence of a given plant or animal species.

**Native:** A species which occurs or has occurred within the Commonwealth which has not been deliberately or accidentally introduced by humans into the state nor introduced elsewhere and spread from that introduction into the state.

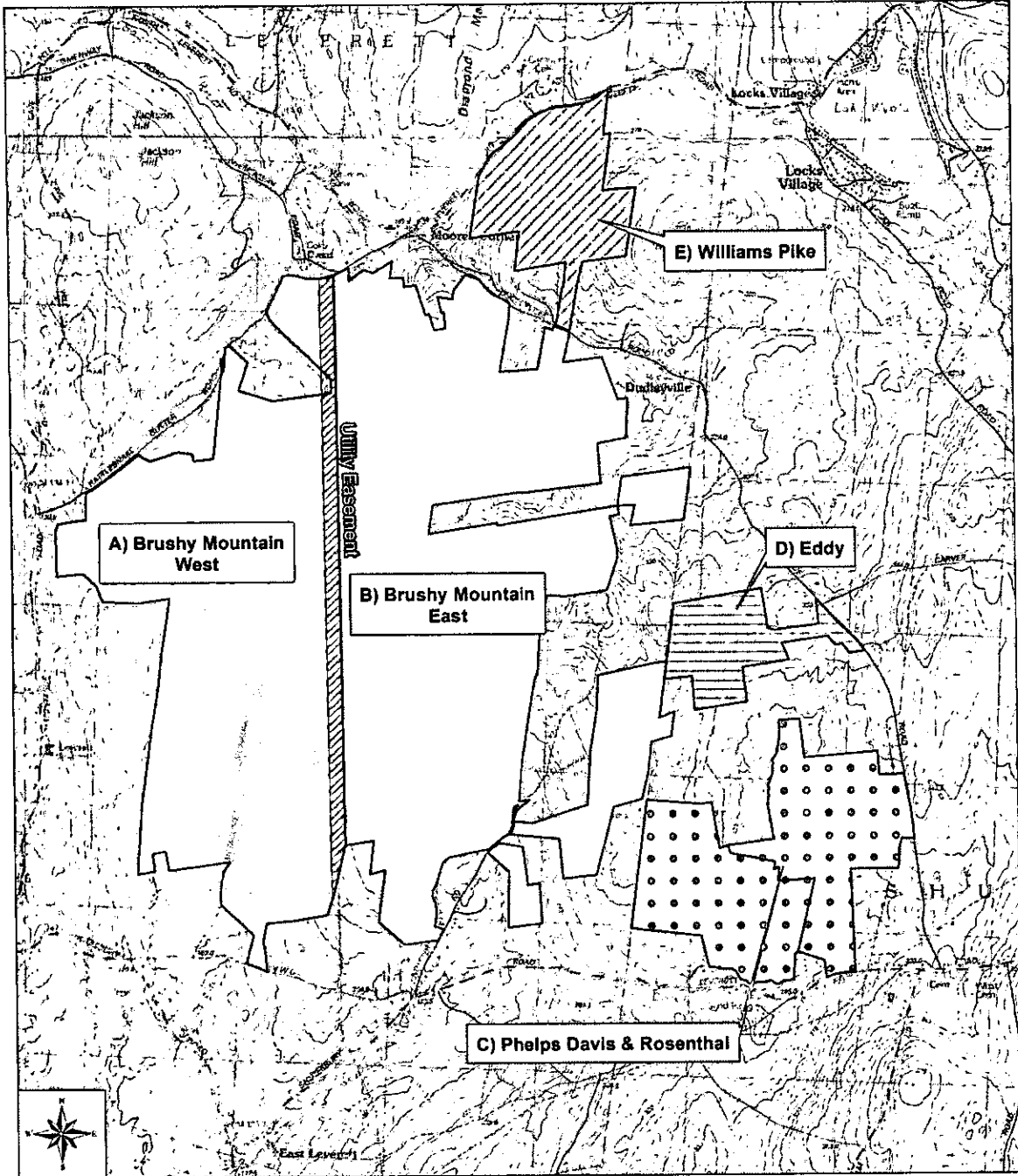
**Natural Community:** A recurrent assemblage of plants and animals found in particular and relatively predictable associations with the physical environments.

Manual: The "Massachusetts Forestry Best Management Practices Manual" (Kittredge & Parker, Third Printing, January, 2000), and subsequent versions if approved by the Commonwealth.

Slash: Woody material cut during a forest harvesting operation that is not merchantable for logs (timber), firewood, or pulpwood that is typically left on the ground at the conclusion of the operation.

Woods Roads: include both truck roads and skidder/forwarder roads. Truck roads shall be unpaved roads constructed of gravel or some other permeable material that are passable by logging trucks and/or tractor trailer trucks used to remove forest products from the Premises in accordance with the provisions of the CR. Truck roads shall have a general travel surface width that is minimized and that in any event does not exceed fifteen (15) feet in width except at turns and corners that exceed 30 degrees and over culverts where additional width may be required but in any event not to exceed 20 feet in width. Skidder/Forwarder roads shall be unpaved roads constructed of gravel and/or parent soil materials that are passable by logging machinery such as but not limited to skidders and/or forwarders used to transport forest products to portions of the Premises that are accessible to log trucks and/or tractor trailer trucks. Skidder/Forwarder roads shall have a general travel surface that is minimized and in any event does not exceed twelve [12] feet in width except at turns or corners that exceed 30 degrees and over culverts where additional width may be required but in any event not to exceed sixteen [16] feet in width.

**EXHIBIT D (1)**  
**Map: Approved Subdivision Units**



**EXHIBIT D (2)**  
**Approved Subdivision Units Descriptions**

A) Brushy Mountain West

- Exhibit A - Descriptions: All portions of Areas V, VI, and IX located to the west of, and including the land under, the 300 foot wide utility easement described in an order of taking by Western Massachusetts Electric Company dated May 27, 1969 and recorded in Book 1241, Page 391

B) Brushy Mountain East

- Exhibit A - Descriptions: All portions of Areas V, VI, and IX located to the east of, but not including the land under, the 300 foot wide utility easement described in an order of taking by Western Massachusetts Electric Company dated May 27, 1969 and recorded in Book 1241, Page 391

C) Phelps-Davis and Rosenthal

- Exhibit A - Descriptions - Areas I, II, and III

D) Eddy

- Exhibit A - Descriptions - Areas VII and VIII

E) Williams-Pike

- Exhibit A - Descriptions - Area IV

## **7. LOCUS MAPS**

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7.1 MAINSTREET GIS PROPERTY RECORD CARD (2021)

7.2 CAI TECHNOLOGIES ASSESSOR'S DATABASE – LOCUS MAP (2023)

7.2.1 CURRENT PROPERTY RECORD CARD

7.2.2 LIST OF PARCEL ID'S AS SHOWN ON LOCUS MAP



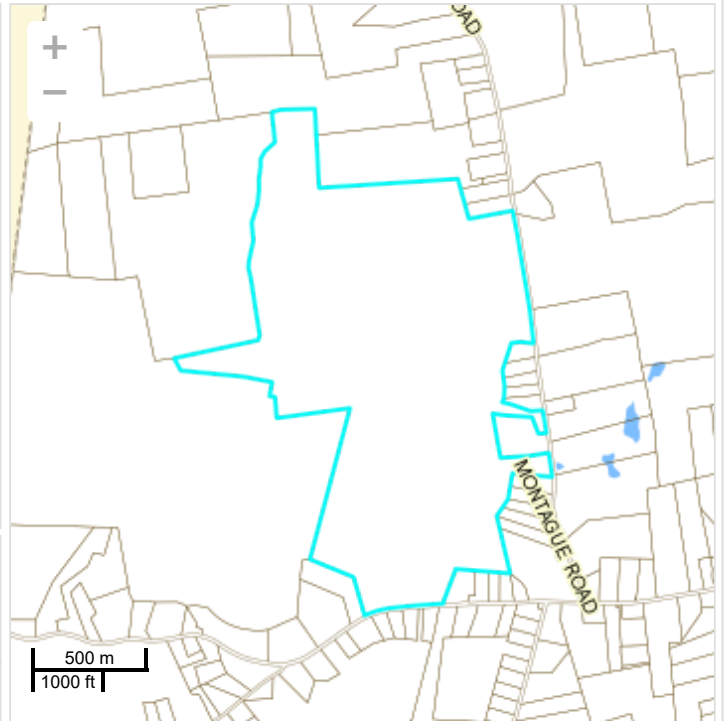
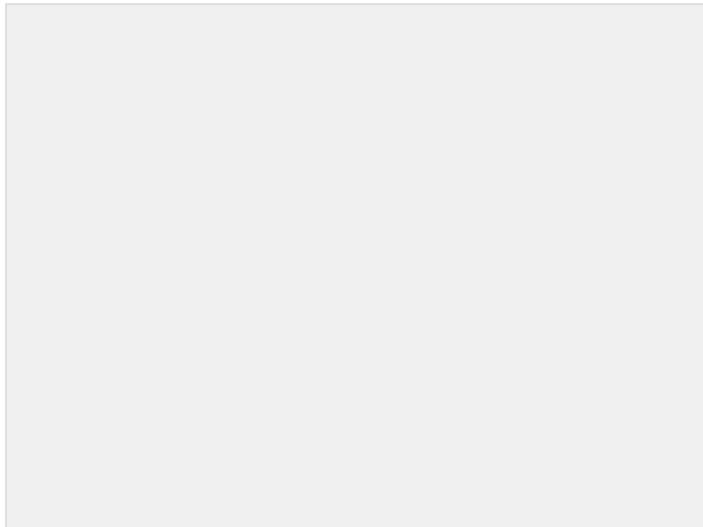
# Town of Shutesbury, Massachusetts

Property Record Card Card 1 of 1

## LEVERETT RD

ID: 1287

ID: ZF-15 Account #:



Owner: W D COWLS INC  
 Co-Owner:  
 Address: PO BOX 9677  
 N AMHERST MA 01059

**Assessment:** Total: \$29,100  
 Land: \$29,100 Building: \$0 Other: \$0

**Sales History**

Grantee	Book / Page	Sale Date	Sale Price
W D COWLS INC	6118 / 0285	2011-12-23	\$8,800,000
W D COWLS INC	1032 / 0390	1956-01-12	\$0



**Land Information**

Land Area: 296.8 AC  
 Zoning: FC - (See Map)  
 Land Use: 601V - C61 TEN YR MDL-00

**Building Information**

Style:  
 Year Built:  
 Stories:  
 Rooms: Bedrooms:  
 Baths: Half Baths:  
 Living Area:  
 Grade:  
 Condition:

Heat Type:  
 Heat Fuel:  
 AC Type:  
 Fireplaces:  
 Roof Structure:  
 Roof Covering:  
 Exterior Wall:  
 Interior Floor:  
 Basement:

**Extra Features**

Description	Area / Units	Assessment
<b>Sub Areas</b>		
Description	Living Area	Gross Area



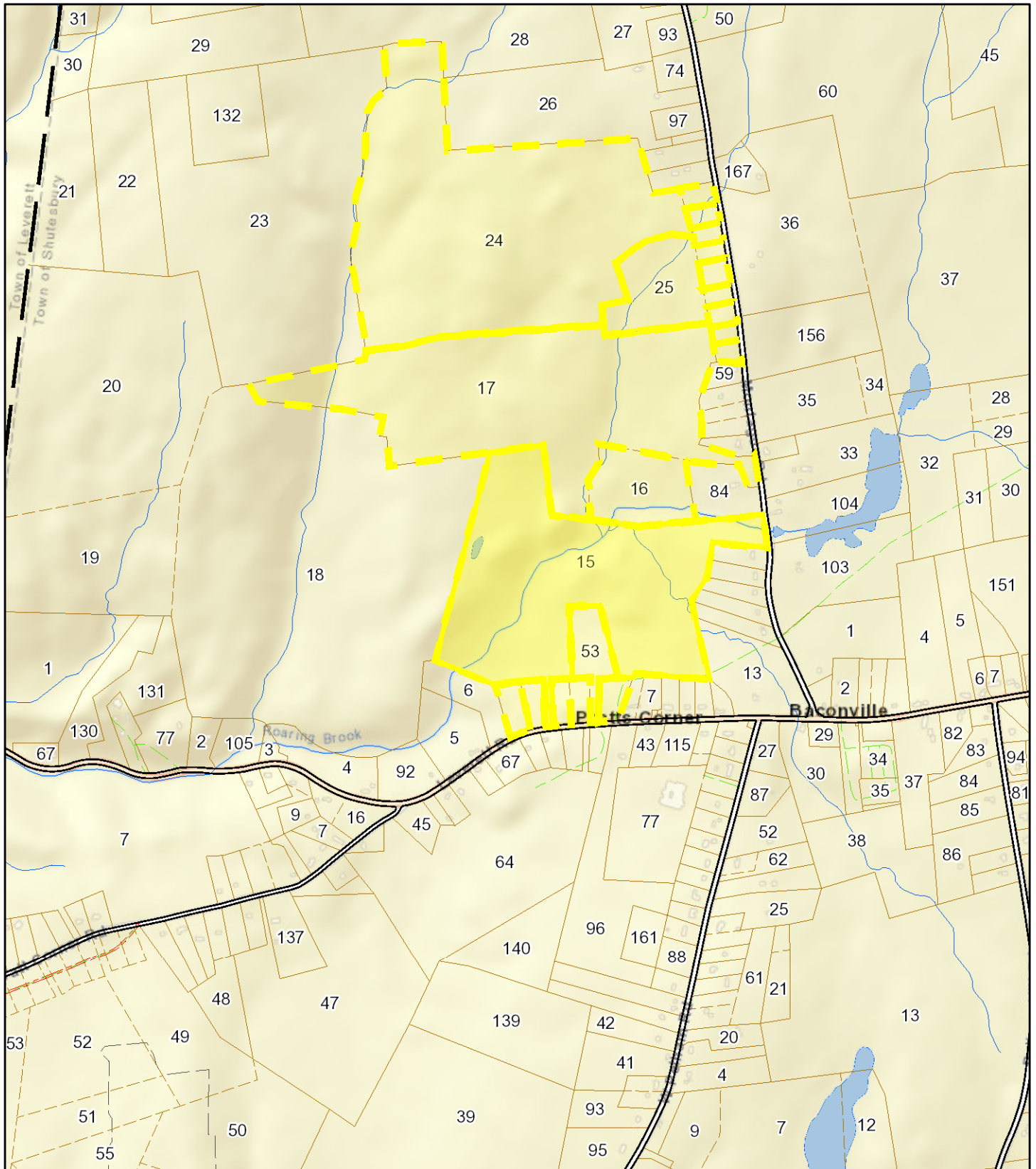
Shutesbury, MA



January 12, 2023

1 inch = 1111 Feet

www.cai-tech.com



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.



CURRENT OWNER		TOPO	UTILITIES	STRT / ROAD	LOCATION	CURRENT ASSESSMENT									
W D COWLS INC				1 Paved		Description	Code	Assessed	Assessed	1122					
PO BOX 9677						61 LAND	6010	245,900	29,100	SHUTESBURY, MA					
N AMHERST MA 01059		<b>SUPPLEMENTAL DATA</b>									<b>VISION</b>				
Alt Prcl ID ARCVIEW NONE TIGHT TA FOUNDAT GRADE NONE ACRES 260.31 GIS ID F_404453_2993198		INSULATE PLAN BK/ 6N LIEN BK/P MEMO SPECIAL 1287 Assoc Pid#													
						Total		245,900	29,100						
RECORD OF OWNERSHIP		BK-VOL/PAGE	SALE DATE	Q/U	V/I	SALE PRICE	VC	PREVIOUS ASSESSMENTS (HISTORY)							
W D COWLS INC		6118 0285	12-23-2011	U	V	8,800,000	1V	Year	Code	Assessed	Year	Code	Assessed		
W D COWLS INC		1032 0390	01-12-1956			0		2020	6010	29,100	2019	6010	29,100		
								Total	29,100	Total	29,100	Total	29,100		
EXEMPTIONS			OTHER ASSESSMENTS					This signature acknowledges a visit by a Data Collector or Assessor							
Year	Code	Description	Amount	Code	Description	Number	Amount	Comm Int							
		Total				0.00									
ASSESSING NEIGHBORHOOD															
Nbhd		Nbhd Name		B		Tracing		Batch							
150															
NOTES															
"PHELPS DAVIS" PARCEL: INC F-15 F-16 F-17 F-24 F-25 F-53 F-100-104 F-116-124 CR ON ALL EXCEPT 49.16 AC CR INCLUDES F-15 F-16, AND F-17 CR 6118/285 PB EXCLUDES 132/7															
BUILDING PERMIT RECORD								VISIT / CHANGE HISTORY							
Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments	Date	Id	Type	Is	Cd	Purpost/Result	
									07-09-2019	KR			63	Cyclical ext	
									07-16-2004	AA			06	Field Review Revaluation	
LAND LINE VALUATION SECTION															
B	Use Code	Description	Zone	Land Type	Land Units	Unit Price	Size Adj	Site Index	Cond.	Nbhd.	Nbhd. Adj	Notes	Location Adjustment	Adj Unit P	Land Value
1	601V	C61 TEN YR M	FC		1.000 AC	56,600	1.00000	0	1.00	150	1.000		1.0000	56,600	56,600
1	601V	C61 TEN YR M			295.800 AC	3,200	1.00000	0	0.20		1.000	CR	1.0000	640	189,300
Total Card Land Units					297 AC	Parcel Total Land Area					297	Total Land Value			245,900

<b>CONSTRUCTION DETAIL</b>			<b>CONSTRUCTION DETAIL (CONTINUED)</b>							
Element	Cd	Description	Element	Cd	Description					
Style: 99 Model: 00 Grade: Stories: Occupancy Exterior Wall 1 Exterior Wall 2 Roof Structure: Roof Cover Interior Wall 1 Interior Wall 2 Interior Flr 1 Interior Flr 2 Heat Fuel Heat Type: AC Type: Total Bedrooms Total Bthrms: Total Half Baths Total Xtra Fixtrs Total Rooms: Bath Style: Kitchen Style:		Vacant Land Vacant								
<b>CONDO DATA</b>										
Parcel Id		C	Ownr	0.0						
			B	S						
Adjust Type	Code	Description	Factor%							
Condo Flr										
Condo Unit										
<b>COST / MARKET VALUATION</b>										
Building Value New				0						
Year Built				0						
Effective Year Built				0						
Depreciation Code										
Remodel Rating										
Year Remodeled										
Depreciation %				0						
Functional Obsol				0						
External Obsol				0						
Trend Factor				1						
Condition										
Condition %				100						
Percent Good										
RCNLD				0						
Dep % Ovr										
Dep Ovr Comment										
Misc Imp Ovr										
Misc Imp Ovr Comment										
Cost to Cure Ovr										
Cost to Cure Ovr Comment										
<b>OB - OUTBUILDING &amp; YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)</b>										
Code	Description	L/B	Units	Unit Price	Yr Blt	Cond. Cd	% Gd	Grade	Grade Adj.	Appr. Value
<b>BUILDING SUB-AREA SUMMARY SECTION</b>										
Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprec Value				
Ttl Gross Liv / Lease Area		0	0	0		0				

No Sketch

**List of Parcel ID's as shown on CAI Technologies Assessor's Database  
Locus Map – Town of Shutesbury**

ZF-104

ZF-53

ZF-103

ZF-102

ZF-15

ZF-101

ZF-100

ZF-16

ZF-17

ZF-116

ZF-117

ZF-118

ZF-119

ZF-120

ZF-121

ZF-122

ZF-123

ZF-124

ZF-25

ZF-24

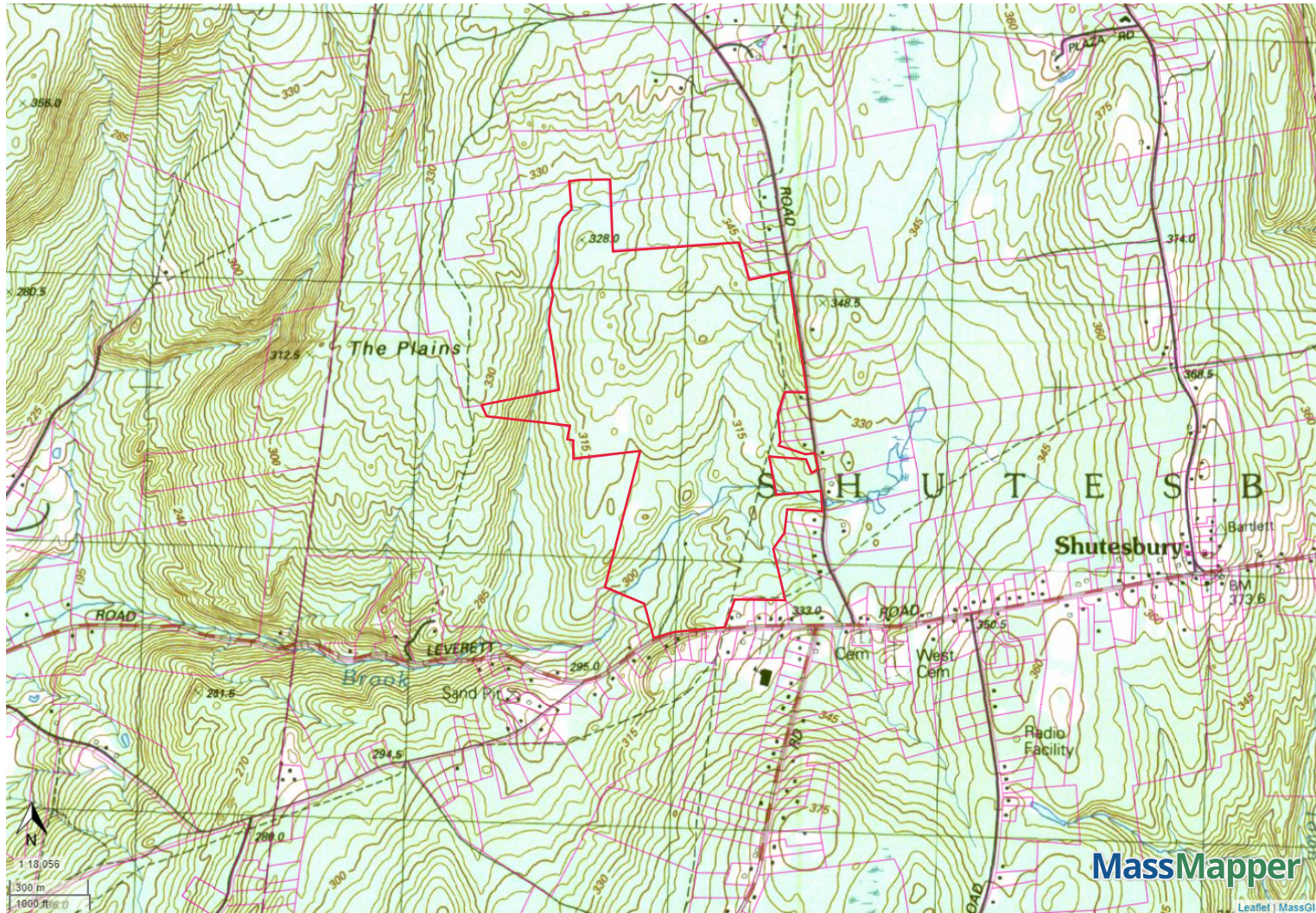
## **8. FIGURES**

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8.1 FIGURE 1 – USGS TOPOGRAPHIC MAP

8.2 FIGURE 2 – NRCS SOILS MAP

# USGS Topographic Map



Property Tax Parcels  
USGS Topographic Maps









## MAP LEGEND

### Area of Interest (AOI)

 Area of Interest (AOI)




















### Soils






 Soil Map Unit Polygons

 Soil Map Unit Lines


 Soil Map Unit Points

### Special Point Features






-  Blowout
-  Borrow Pit
-  Clay Spot
-  Closed Depression
-  Gravel Pit
-  Gravelly Spot
-  Landfill
-  Lava Flow
-  Marsh or swamp
-  Mine or Quarry
-  Miscellaneous Water
-  Perennial Water
-  Rock Outcrop
-  Saline Spot
-  Sandy Spot
-  Severely Eroded Spot
-  Sinkhole
-  Slide or Slip
-  Sodic Spot

-  Spoil Area
-  Stony Spot
-  Very Stony Spot
-  Wet Spot
-  Other
-  Special Line Features


### Water Features

 Streams and Canals

### Transportation

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

### Background

 Aerial Photography

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:12,000.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
Web Soil Survey URL:  
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Franklin County, Massachusetts  
Survey Area Data: Version 17, Sep 9, 2022

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Oct 15, 2020—Oct 31, 2020

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
30A	Raynham silt loam, 0 to 3 percent slopes	6.4	2.3%
50A	Wonsqueak muck, 0 to 2 percent slopes	3.6	1.3%
74A	Peacham mucky peat, 0 to 8 percent slopes, very stony	19.5	7.2%
75B	Pillsbury fine sandy loam, 0 to 8 percent slopes, very stony	39.7	14.5%
129C	Millsite-Woodstock complex, 8 to 15 percent slopes, very rocky	0.1	0.0%
229F	Windsor and Merrimac soils, 25 to 60 percent slopes	14.4	5.3%
245B	Hinckley loamy sand, 3 to 8 percent slopes	2.1	0.8%
245C	Hinckley loamy sand, 8 to 15 percent slopes	18.0	6.6%
348B	Henniker sandy loam, 3 to 8 percent slopes	12.0	4.4%
349C	Henniker sandy loam, 8 to 15 percent slopes, very stony	12.1	4.4%
368B	Metacomet fine sandy loam, 3 to 8 percent slopes	46.3	16.9%
368C	Metacomet fine sandy loam, 8 to 15 percent slopes	1.0	0.3%
369B	Metacomet fine sandy loam, 3 to 8 percent slopes, very stony	0.1	0.0%
421F	Canton fine sandy loam, 25 to 45 percent slopes, very stony	0.7	0.2%
427B	Newfields fine sandy loam, 3 to 8 percent slopes, extremely stony	1.4	0.5%
444B	Chichester fine sandy loam, 3 to 8 percent slopes	6.3	2.3%
444C	Chichester fine sandy loam, 8 to 15 percent slopes	69.8	25.6%
444D	Chichester fine sandy loam, 15 to 25 percent slopes	2.1	0.8%
445B	Chichester fine sandy loam, 3 to 8 percent slopes, very stony	6.3	2.3%
445C	Chichester fine sandy loam, 8 to 15 percent slopes, very stony	9.3	3.4%



Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
445F	Chichester fine sandy loam, 25 to 45 percent slopes, very stony	1.9	0.7%
<b>Totals for Area of Interest</b>		<b>273.0</b>	<b>100.0%</b>

## **9. CERTIFIED LIST OF ABUTTER'S WITHIN 300 FEET OF THE PROPERTY**

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(SOURCE: TOWN OF SHUTESBURY ASSESSOR'S OFFICE)



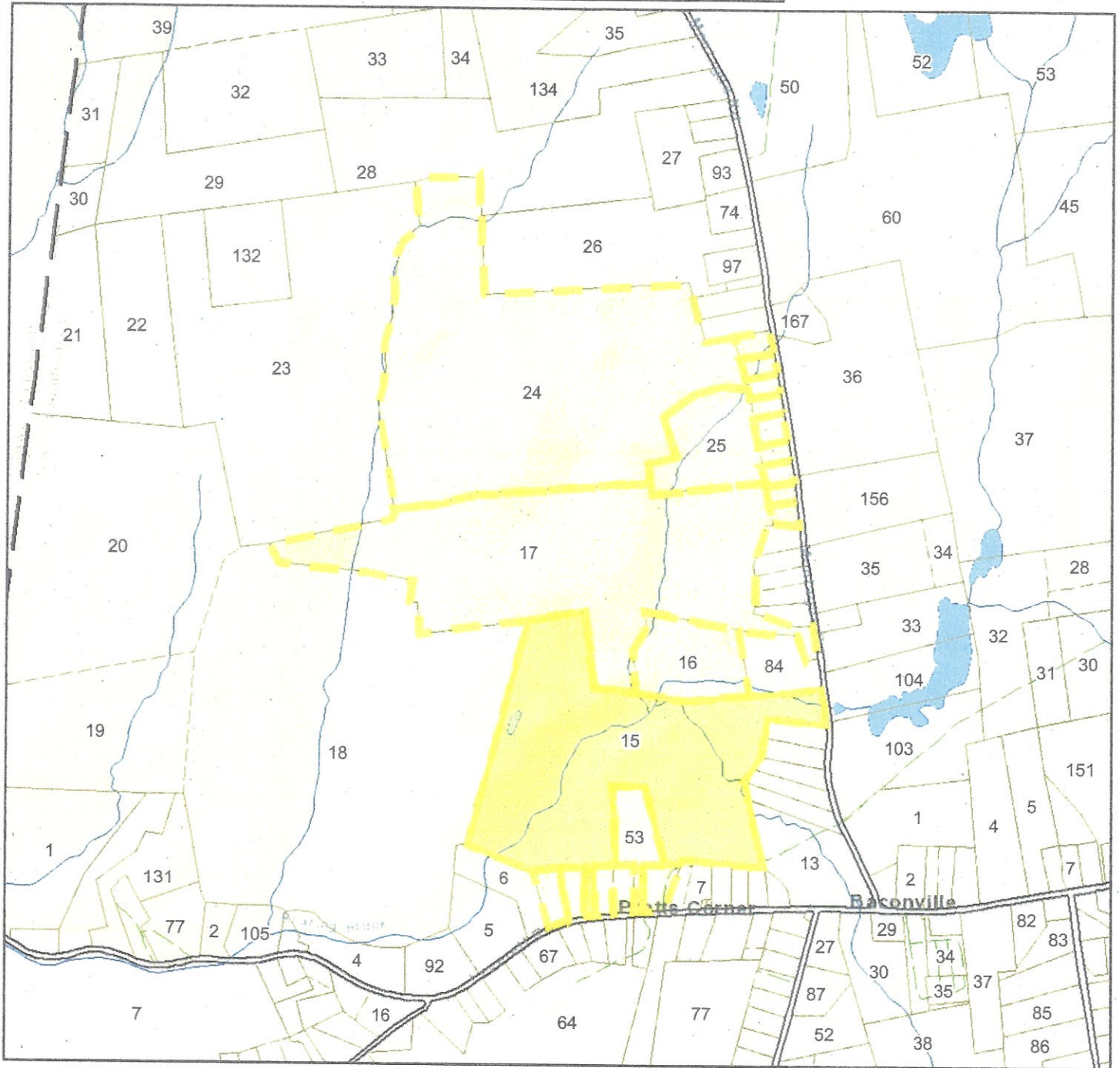
Shutesbury, MA



December 21, 2023

1 inch = 1111 Feet

www.cai-tech.com



Large Scale	Public Road
CAI Town Line	Trail
Common Line	Water-poly
Property Line	WaterLines

Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

TOWN OF SHUTESBURY CERTIFIED 300' ABUTTERS LIST FOR LEVERETT RD ZF-15

MAP ZF	LOT 15	OWNER	CO-OWNER	MAILING ADDRESS	TOWN	ST	ZIP	LOCATION
		W D COWLS INC		P O BOX 9677	NORTH AMHERST MA		01059	LEVERETT RD
F	5	FAIRFIELD A & SARAH J (LIFE ESTATE)	WALLANDER HANNAH F (REMAINDERM	281 LEVERETT RD	SHUTESBURY	MA	01072	281 LEVERETT RD
F	6	FAIRFIELD A & SARAH J (LIFE ESTATE)	STOKES ELIS. STOKES ELISABETH W F (REMAINDERM	281 LEVERETT RD	SHUTESBURY	MA	01072	LEVERETT RD
F	12	SKARZYNSKI WILLIAM		201 LEVERETT RD	SHUTESBURY	MA	01072	201 LEVERETT RD
F	13	KIM PENELOPE (LIFE ESTATE)	KIM DAVID L & KIM MELISSA L (REMAINDER	187 LEVERETT RD	SHUTESBURY	MA	01072	187 LEVERETT RD
F	14	KURTZ ALAN	STEIN APRIL J	34 MONTAGUE RD	SHUTESBURY	MA	01072	34 MONTAGUE RD
F	23	BONNAR Deacon	PATTON SARAH PATTON SUSAN	276 MONTAGUE RD	SHUTESBURY	MA	01072	LEVERETT RD
F	26	KELLOGG JEREMY G	RASKEVITZ WENDY A.	194 MONTAGUE RD	SHUTESBURY	MA	01072	194 MONTAGUE RD
F	28	BONNAR DEACON	PATTON SUSAN PATTON SARAH	276 MONTAGUE RD	SHUTESBURY	MA	01072	MONTAGUE RD
F	54	WHITE EMANUEL J	WHITE ALICE T	94 MONTAGUE RD	SHUTESBURY	MA	01072	94 MONTAGUE RD
F	59	RUBENSTEIN JAYNE D		118 MONTAGUE RD	SHUTESBURY	MA	01072	118 MONTAGUE RD
F	63	RHODES LESTER A	RHODES CHERYL A	38 MONTAGUE RD	SHUTESBURY	MA	01072	38 MONTAGUE RD
F	64	DUNCAN JASON E	DUNCAN SUSAN F	44 MONTAGUE RD	SHUTESBURY	MA	01072	44 MONTAGUE RD
F	65	PARKIN BRUCE E	PARKIN GEORGIANNA E	52 MONTAGUE RD	SHUTESBURY	MA	01072	52 MONTAGUE RD
F	66	TUOMINEN MARK T	TUOMINEN LORI P	54 MONTAGUE RD	SHUTESBURY	MA	01072	54 MONTAGUE RD
F	68	SPRING ASSOCIATES INC		207 LEVERETT RD	SHUTESBURY	MA	01072	207 LEVERETT RD
F	69	WAKOLUK DONALD	WAKOLUK NARDA	215 LEVERETT RD	SHUTESBURY	MA	01072	215 LEVERETT RD
F	73	KELLOGG JEREMY		194 MONTAGUE RD	SHUTESBURY	MA	01072	MONTAGUE RD
F	80	REDONNET EDWARD & SMITH LESLEY TRUS	EDWARD REDONNET REVOCABLE TRUST	180 MONTAGUE RD	SHUTESBURY	MA	01072	180 MONTAGUE RD
F	81	GURLY NORA L		196 MONTAGUE RD	SHUTESBURY	MA	01072	196 MONTAGUE RD
F	84	PADDOCK STEPHEN & MICKI L	MCWILLIAMS ROSEMARY C & JAY A	80 MONTAGUE RD	SHUTESBURY	MA	01072	80 MONTAGUE RD
F	97	DONTA CHRISTOPHER	DONTA JAMIE	204 MONTAGUE RD	SHUTESBURY	MA	01072	204 MONTAGUE RD
H	33	HOLT KENNETH G	OSTROFF LAUREN S	75 MONTAGUE RD	SHUTESBURY	MA	01072	75 MONTAGUE RD
H	69	YOUNG SUZAN L		89 MONTAGUE RD	SHUTESBURY	MA	01072	89 MONTAGUE RD
H	103	ROSEN JEANNE (JEWELL)		49 MONTAGUE RD	SHUTESBURY	MA	01072	49 MONTAGUE RD
H	104	DEVITO GUY J	DEVITO DONNA J	73 MONTAGUE RD	SHUTESBURY	MA	01072	73 MONTAGUE RD
H	156	RICHTER STUART D	RICHTER ALICIA L	285 PELHAM HILL RD	SHUTESBURY	MA	01072	135 MONTAGUE RD
H	167	RICHARD, RENEE A		PO BOX 14	SHUTESBURY	MA	01072	175 MONTAGUE RD
T	43	JACOBY DIANE C & DORMAN E WAYNE TRUSTEES	DORMAN & JACOBY 2010 REV. TR	230 LEVERETT RD	SHUTESBURY	MA	01072	226 LEVERETT RD
T	64	CLARK W W NOMINEE TRUST	CLARK WILLIAM W & PILL MICHAEL TR	22 PRATT CORNER RD	SHUTESBURY	MA	01072	PRATT CORNER RD
T	66	DICHTER ELIZABETH		288 LEVERETT ROAD	SHUTESBURY	MA	01072	288 LEVERETT RD
T	67	CLARK DENNIS W		282 LEVERETT RD	SHUTESBURY	MA	01072	282 LEVERETT RD
T	69	HOYE PROPERTIES LLC		7 GRAVES ST	S DEERFIELD	MA	01373	266 LEVERETT RD
T	70	NOTARANGELO LUCAS M	DREW-MOYER HANNAH F	260 LEVERETT RD	SHUTESBURY	MA	01072	260 LEVERETT RD
T	71	CLARK WILLIAM W	CLARK VIRGINIA P	22 PRATT CORNER RD	SHUTESBURY	MA	01072	PRATT CORNER RD
T	72	CLARK WILLIAM W	CLARK VIRGINIA P	22 PRATT CORNER RD	SHUTESBURY	MA	01072	PRATT CORNER RD
T	96	JACOBY DIANE C & DORMAN E WAYNE TRUSTEES	DORMAN & JACOBY 2010 REV. TR	230 LEVERETT RD	SHUTESBURY	MA	01072	230 LEVERETT RD
ZD	37	W D COWLS INC		P O BOX 9677	NORTH AMHERST	MA	01059	CARVER RD WEST
ZF	7	KENNEY JACOB E	KENNEY NATALYA	229 LEVERETT RD	SHUTESBURY	MA	01072	229 LEVERETT RD
ZF	8	KNIPES BRADFORD J		221 LEVERETT RD	SHUTESBURY	MA	01072	221 LEVERETT RD
ZF	18	W D COWLS INC		PO BOX 9677	N AMHERST	MA	01059	LEVERETT RD
ZH	34	NOLDEN MICHAEL	NOLDEN ALISSA	33 SUMMIT ST	BELCHERTOWN	MA	01007	MONTAGUE RD
ZH	36	RICHTER SCOTT S	RICHTER VERONICA	153 MONTAGUE RD	SHUTESBURY	MA	01072	153 MONTAGUE RD

FOR: Alexandra Chichetti 413.729.6903

[alexandraC@rlalnd.com](mailto:alexandraC@rlalnd.com)  
 R. LEVESQUE ASSOCIATES, INC.  
 40 SCHOOL ST  
 P O BOX 640  
 WESTFIELD MA 01085

Prepared by:

*Leslie Bracebridge*

Leslie Bracebridge, Shutesbury Assessors' Clerk  
 On behalf of Administrative Assessor David Burgess  
 For the Shutesbury Board of Assessors  
 20-Dec-23



PARCEL: T-71, T-72  
CLARK WILLIAM W  
CLARK VIRGINIA P  
22 PRATT CORNER ROAD  
SHUTESBURY MA 01072

PARCEL: H-104  
DEVITO GUY J  
DEVITO DONNA J  
73 MONTAGUE ROAD  
SHUTESBURY MA 01072

PARCEL: T-70  
NOTARANGELO LUCAS M  
DREW-MOYER HANNAH F  
260 LEVERETT RD  
SHUTESBURY MA 01072

PARCEL: F-13  
KIM PENELOPE LIFE ESTATE  
187 LEVERETT RD  
SHUTESBURY MA 01072

PARCEL: F-84  
PADDOCK STEPHEN C & MIKI L  
MCWILLIAMS ROSEMARY C & JAY A  
80 MONTAGUE RD  
SHUTESBURY, MA 01072

PARCEL: H-103  
ROSEN JEANNE (JEWELL)  
49 MONTAGUE ROAD  
SHUTESBURY MA 01072

PARCEL: F-6  
FAIRFIELD A H & SARAH J (LIFE ESTATE)  
STOKES ELISABETH F (REMAINDERMAN)  
281 LEVERETT RD  
SHUTESBURY MA 01072

PARCEL: F-69  
WAKOLUK DONALD  
WAKOLUK NARDA  
215 LEVERETT RD  
SHUTESBURY MA 01072

PARCEL: ZH-34  
NOLDEN MICHAEL  
NOLDEN ALISSA  
33 SUMMIT ST  
BELCHERTOWN MA 01007

PARCEL: H-156  
RICHTER STUART D  
RICHTER ALICIA L  
285 PELHAM HILL RD  
SHUTESBURY MA 01072

PARCEL: T-64  
CLARK WILLIAM W NOMINEE TRUST  
CLARK W W & PILL M ESQ TRUSTEES  
22 PRATT CORNER ROAD  
SHUTESBURY MA 01072

PARCEL: F-64  
DUNCAN JASON E  
DUNCAN SUSAN F  
44 MONTAGUE RD  
SHUTESBURY MA 01072

PARCEL: H-33  
HOLT KENNETH G  
OSTROFF LAUREN S  
75 MONTAGUE ROAD  
SHUTESBURY MA 01072

PARCEL: ZF-8  
KNIPES BRADFORD J  
221 LEVERETT ROAD  
SHUTESBURY MA 01072

PARCEL: F-65  
PARKIN BRUCE E  
PARKIN GEORGIANNA E  
52 MONTAGUE ROAD  
SHUTESBURY MA 01072

PARCEL: F-12  
SKARZYNSKI WILLIAM  
201 LEVERETT RD  
SHUTESBURY MA 01072

PARCEL: F-66  
TUOMINEN MARK T  
TUOMINEN LORI P  
54 MONTAGUE ROAD  
SHUTESBURY MA 01072

PARCEL: F-5  
FAIRFIELD A H & SARAH J (LIFE ESTATE)  
WALLANDER HANNAH (REMAINDERMAN)  
281 LEVERETT RD  
SHUTESBURY MA 01072

PARCEL: F-23, F-28  
BONNAR DEACON PATTON SARAH  
AND PATTON SUSAN  
276 MONTAGUE RD  
SHUTESBURY MA 01072

PARCEL: F-59  
RUBENSTEIN JAYNE D  
118 MONTAGUE RD  
SHUTESBURY MA 01072

PARCEL: T-67  
CLARK DENNIS W  
282 LEVERETT RD  
SHUTESBURY MA 01072

PARCEL: T-69  
HOYE PROPERTIES LLC  
7 GRAVES ST  
S DEERFIELD MA 01373

PARCEL: ZF-7  
KENNEY JACOB E  
KENNEY NATALYA  
229 LEVERETT RD  
SHUTESBURY MA 01072

PARCEL: F-14  
KURTZ ALAN  
STEIN J APRIL  
34 MONTAGUE ROAD  
SHUTESBURY MA 01072

PARCEL: F-63  
RHODES LESTER A  
RHODES CHERYL A  
38 MONTAGUE ROAD  
SHUTESBURY MA 01072

PARCEL: F-68  
SPRING ASSOCIATES INC  
207 LEVERETT RD  
SHUTESBURY MA 01072

PARCEL: F-100 TO 104, F-16 TO 18, F-24, F-25, F-53,  
F-116 TO 124, ZD-37  
W D COWLS INC  
PO BOX 9677  
N AMHERST MA 01059

PARCEL: F-54  
WHITE EMMANUEL J  
WHITE ALICE T  
94 MONTAGUE RD  
SHUTESBURY MA 01072

PARCEL: ZH-36  
RICHTER SCOTT S  
RICHTER VERONICA  
153 MONTAGUE RD  
SHUTESBURY MA 01072

PARCEL: H-69  
YOUNG SUZAN L  
89 MONTAGUE RD  
SHUTESBURY MA 01072

PARCEL: F-73  
KELLOGG JEREMY G  
194 MONTAGUE RD  
SHUTESBURY MA 01072

PARCEL: F-81  
GURLY NORA L  
196 MONTAGUE RD  
SHUTESBURY MA 01072

PARCEL: T-66  
DICHTER ELIZABETH  
288 LEVERETT RD  
SHUTESBURY MA 01072

PARCEL: F-26  
KELLOGG JEREMY G  
RASKEVITZ WENDY A  
194 MONTAGUE RD  
SHUTESBURY MA 01072

PARCEL: F-97  
DONTA CHRISTOPHER  
DONTA JAMIE  
204 MONTAGUE RD  
SHUTESBURY MA 01072

PARCEL: H-167  
RICHARD RENE A  
P O BOX 14  
SHUTESBURY MA 01072

PARCEL: F-80  
REDONNET E C & SMITH L TRUSTEES  
EDWARD REDONNET REVOCABLE TRUST  
180 MONTAGUE RD  
SHUTESBURY MA 01072

PARCEL: T-96, T-43  
JACOBY DIANE & DORMAN E WAYNE TRUSTEES  
DORMAN & JACOBY 2010 REV. TRUST  
230 LEVERETT RD  
SHUTESBURY MA 01072

# **APPENDIX A: PRELIMINARY PLANS**

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PRELIMINARY PLANS ENTITLED "PRELIMINARY PLAN"

PREPARED FOR W.D. COWLS, INC.

PREPARED BY R LEVESQUE ASSOCIATES, INC.

DATED JANUARY 04, 2024