



**Application for Community
Preservation Funding
For Projects Requesting \$25,000 or more**

1. PROJECT NAME: Heronemus Forest Conservation

2. APPLICANT INFORMATION Project Sponsor or Organization:

Kestrel Land Trust, Inc,

Staff contact: Bridget Likely, Conservation Manager

Address: P.O. Box 1016 State:MA Zip:01002

City: Amherst Website: kestreltrust.org

Daytime Phone: 413-549-1097

E-mail: bridget@kestreltrust.org

Property Owner (if different from Applicant)

Contact Name: Marcia Heronemus-Pate

Address: 3420 E 76th Street Zip:74316

City:Tulsa State: OK Email:Marcia@tulsap8s.com

3. PROJECT INFORMATION

CPA Category (Please check all that apply):

Open Space # of acres 91 acres

Historic Preservation

Recreation # of acres 91 acres

Affordable Housing # of units___

Project Location/Address: 0 Long Hill Road

Leverett Assessors Map:5 Lot: 33

Brief Project Description:

The Heronemus Forest Conservation Project is an effort to protect 91 acres of open space and recreation land to the Leverett town center. CPA Funding would support Kestrel Land Trust's fee acquisition of this land and the opportunity to protect the area for its important climate resilience and habitat value, and the chance to open the land to the public and provide under-represented recreational opportunities in the region. The Leverett Conservation Commission would hold a conservation restriction.

4. AMOUNT OF CPA FUNDING REQUESTED: \$81,000 (please see attached budget)

For CPC Use

Date Received

Funding Recommendation

Date Application Complete

Public Hearing

Heronemus Forest Conservation

Project Narrative

1. Goals & Description:

The Heronemus Forest Conservation Project is an effort to protect 91 acres of open space and recreation land to the Leverett town center. The rugged upland features characteristic to Leverett are on full display throughout this expansive forested parcel. Its rolling terrain, exposed metamorphic rock ledges, and spacious trail system create both important and valuable habitat as well as unique recreational opportunities. CPA Funding would support Kestrel Land Trust's fee acquisition of this land and the opportunity to protect the area for its important climate resilience and habitat value, and the chance to open the land to the public and provide under-represented recreational opportunities in the region.

This project would meet eligibility requirements for CPA, as its purpose is to acquire land for both open space and recreation. This project would be in partnership with the Leverett Conservation Commission, as well as other community groups, and the commission would hold a conservation restriction on the land per CPA requirements.

This parcel is almost completely forested, apart from two powerline corridors, which feature their own unique edge habitat for nesting birds. The forest land holds significant conservation values - over 75% of the land is identified through BioMap2 as both Core Habitat and Critical Natural Landscape, as well as Natural Heritage Estimated and Priority Habitats. According to data provided by The Nature Conservancy, the entirety of the land has above average climate resilience, meaning it has a landscape where high microclimatic diversity and low levels of human modification provide species with connected, diverse climatic conditions they will need to persist and adapt to changing regional climates. A significant portion of the parcel also ranks among the top 40% statewide for CAPS IEI (Conservation Assessment Prioritization System, Index of Ecological Integrity). This land fits within the greater Mount Toby and Joshua Hill forest blocks, which tie into the broader West Quabbin Woodland corridor. Kestrel is interested in managing the forest for climate resistance and resiliency, and the long-term conservation of biodiversity.

The land also hosts an established and expansive trail network with over 3 miles of trails. Kestrel would maintain and improve the existing trail system where needed and create a small parking area to allow for convenient public access.

2. Community Need:

This acquisition aligns with the long-term open space goals in the Town of Leverett's Open Space and Recreation Plan – including identifying and pursuing protection of priority protection area and promoting recreational usage of Leverett's natural resources.

The lands' importance as wildlife habitat is evident on site. Three certified vernal pools are present on the land, as well as small wetland areas. Wood frogs and eastern newt were easily observed on visits, while recent observations on the citizen science app, iNaturalist, documented northern water snakes.

Neighbors have also made note of a resident black bear. There is an abundant variety of tree species, including red oak, yellow birch, white pine, eastern hemlock, and juniper.

The wide corridor and varied terrain of the existing trail system make it ideal for not only hiking, but mountain biking and cross-country skiing. Mountain bikers have been a user group eager for more formal recreational areas in the region, and this could provide a much-needed space. The land has the potential to fit well into Kestrel's *Neighborhood Nature Retreat* program. This expansive property is only a mile from the town center, and the proposed parking area and public access along Long Hill Rd leads to a neighborhood residential area. The trail system, combined with the nearby Leverett Pond, already popular for a variety of water-based activities, could create a central hub for recreation within the town.

Abutting the land is also a road walk connection to the regional Robert Frost trail (RFT), a 47-mile long-distance hiking trail, which Kestrel has taken on management of. In the short-term, the RFT will provide a direct connection between this parcel and the Ruth McIntire Conservation Area, as well as the many other conserved lands the RF trail intersects. In the future, a re-route of the RFT Trail onto this parcel might help create a safer and more scenic connection to the Mount Toby area.

3. Community Support & Outreach:

Word of the project has already garnered strong community interest and excitement. The land is well known within the town, and many of the abutting neighbors have expressed interest in seeing it protected. The local land trust, Rattlesnake Gutter has offered to partner on a community fundraising effort. The land is currently under a purchase & sale agreement with seller, and we been awarded the Commonwealth's Conservation Partnership Grant for 50% of the acquisition cost (see attached budget). A closing is anticipated May 2023.

4. Maintenance:

The land will be owned and managed by Kestrel Land Trust. Kestrel has a team of full-time stewardship staff, along with volunteers who can help support the long-term maintenance and management of the land.

5. Success Factors:

Success will be measured through the acquisition and permanent protection of the land, as well as formally opening the land via a marked and mapped trail system and an established parking area.

6. Project Permits & Approvals:

Please see attached purchase & sale agreement, current deed, and maps. No permits will be needed to acquire land.

HERONEMUS Leverett 91 Acres					
Land Acquisition Cost	Amount	CPA Request	Conservation Partnership State Grant	Private Fundraising	KLT Campaign
91 ACRES, Depot Road	\$162,000	\$81,000	\$81,000		
Subtotal	\$162,000				
Associated Project Costs					
Parking Area	\$10,000				
Kiosk	\$2,500				
Trail Improvements	\$5,000				
Survey	\$10,000				
Baseline Report	\$1,500				
Environmental Site Assessment	\$1,500				
Appraisal	\$0				
Legal & Closing Costs	\$5,000				
Project Management	\$5,000				
Stewardship Fund (For KLT CR) + Defense Fund	\$4,900				
Subtotal	\$45,400			\$25,000	\$20,740
TOTAL	\$207,400	\$81,000	\$81,000	\$25,000	\$20,740

Heronemus Estimated Project Timeline												
Task	2022				2023							
	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug
P&S Signed & CPA application submitted	█											
Leverett public outreach & additional fundraising	█	█	█	█	█	█	█	█	█			
Town Meeting Vote								█	█	█		
Prepare and finalize Conservation Restriction language			█	█	█	█						
Due Diligence	█	█	█	█								
Closing									█	█		
Final document preparation (including CR baseline report) and reimbursement										█	█	

PURCHASE AND SALE AGREEMENT

PARTIES: This Agreement is made this day of August 2022 between MARCIA HERONEMUS-PATE, TRUSTEE OF THE PHYLLIS R. HERONEMUS TRUST, u/d/t dated February 25, 2005, of 3420 East 76th Street, Tulsa, OK hereinafter called the SELLER, and KESTREL LAND TRUST, Inc., a Massachusetts Land Trust with its principal place of business at 37 Bay Road, Amherst, MA 01004 hereinafter called the BUYER.

DESCRIPTION: Subject to the terms and conditions hereinafter set forth, the SELLER agrees to sell, and the BUYER agrees to buy the following bounded and described premises: land on the northerly side of Depot Road and westerly side of Long Hill Road, Leverett, MA as shown on deeds recorded in Book 4803, Page 262. Assessor information: 0 Depot Rd & Lot 33B and 0 Long Hill Road Map & Lot 33 respectively.

LAND ONLY: This is a sale of land only.

CONTINGENCY: This Agreement is contingent upon BUYER obtaining a grant of 50% of the purchase price from the MA Conservation Partnership Program on or before November 30, 2022.

TITLE: Said premises are to be conveyed on or before May 31, 2023, by a good and sufficient fiduciary deed, from SELLER to BUYER, conveying a good, clear record and marketable title free from all encumbrances except:

- a. Provisions of building and zoning laws; SELLER is not aware of any violations.
- b. Existing rights created by instruments of record in party or partition walls (if any).
- c. Such taxes for the current year as are not due and payable on the date of the delivery of such deed, and any liens for municipal betterments assessed after the date of this agreement.
- d. Subject to restrictions and easements of record, insofar as the same do not materially affect BUYER'S usage of the subject premises as conservation land.
- e. Usual public utilities servicing the Premises, if any.
- f. Any liens from municipal assessments and/or order for which assessments may be made after the date of this Agreement.
- g. any requirements of Chapter 61 including Buyer's obligation to notify assessor at closing of their intention to keep land as conservation land.

CLEARING TITLE: To enable SELLER to make conveyance as herein provided, SELLER may use the purchase money or any portion thereof to clear the title of any or all encumbrances or interest.

CONSIDERATION: For such Deed and conveyance the BUYER is to pay the sum of\$162,000.00
of which (including \$100.00 deposit)\$16,200.00

is to be paid upon execution of this Agreement and\$145,800.00
is to be paid by cash or by certified or bank check or attorneys' IOLTA check or by wire to an
account to be provided by SELLER upon delivery of the Deed.

PERFORMANCE: The Deed is to be delivered and the consideration paid at the Franklin
County Registry of Deeds on or before May 31, 2023, at 11:00 am, unless otherwise agreed upon in
writing.

DEFECTIVE TITLE OR PREMISES: If SELLER shall be unable to give title or make
conveyance or to deliver possession of the premises, all as herein stipulated, or if at the time of the
delivery of the deed the premises do not conform with the provisions hereof, then SELLER shall
use reasonable efforts to remove any defects in title, or to deliver possession as provided hereof, as
the case may be, in which event SELLER shall give written notice thereof to the BUYER at or
before the time for performance hereunder, and in such event the time for performance hereof shall
be extended for a period of thirty (30) days or until BUYER's mortgage commitment or rate lock
expires, whichever is sooner. If at the expiration of the said extended time period the SELLER shall
have failed so to remove any defects in title, deliver possession, or make the premises conform, as
the case may be, all payments made under this Agreement shall be forthwith refunded and all other
obligations of all parties hereto shall cease, and this Agreement shall be void without recourse to the
parties hereto. The BUYER agrees that the cost of SELLER's reasonable efforts shall not exceed
\$1,000.

BUYER'S ELECTION TO ACCEPT TITLE: BUYER shall have the election, at either the original
or extended time period for performance, to accept such title as the SELLER can deliver to the said
premises in their then condition and to pay therefore the purchase price without deduction, in which
case the SELLER shall convey such title, except that in the event of such conveyance in accordance
with the provisions of this clause, if the said premises shall have been damaged by fire or casualty
insured against, and not fully restored to the condition as shown then BUYER shall have the option
to cancel this contract and have all deposits returned or have the SELLER, pay over or assign to the
BUYER, on delivery of the deed, all insurance amounts recovered or recoverable on account of
such damage, less any amounts reasonably expended by the SELLER for any partial restoration,
together with a credit from SELLER to BUYER equal to any deductible involved.

ACCEPTANCE OF DEED: The acceptance of the deed by BUYER or his nominee shall be
deemed to be a full performance and discharge of every agreement and obligation herein contained
or expressed, except such as are, by the terms hereof, to survive the conveyance and be performed
after the delivery of said deed.

ADJUSTMENTS: The following items relating to the subject premises shall be apportioned
and/or adjusted as of the day of closing: Real estate taxes.

RIGHT TO INSPECT

Buyer shall have the right to make inquiries, inspections and examinations with respect to the



Property as Buyer may in their discretion elect and may enter upon the Property for the purpose of performing the same after reasonable notice to the Seller. All tests or inspections shall be at Buyer's sole cost and expense. If the land is affected by any testing, Buyer shall replace to its current condition. If the Buyer is not satisfied with the results of such inspection(s), this Agreement may be terminated without legal or equitable recourse to either party by the Buyer at the Buyer's election, the parties thereby releasing each other from all liability under this Agreement, and the deposit shall be returned to the Buyer, provided, however, that the Buyer shall have notified the Seller or Seller's REALTOR/Broker(s), in writing, on or before the expiration date herein specified of the Buyer's intention to so terminate; failure to so notify will not excuse the Buyer from performance hereunder. In consideration of the foregoing right to inspect, the Seller and the REALTOR/Broker(s) are hereby released from liability relating to defects in the premises which were actually disclosed or about which the REALTOR/Broker(s) and the Seller had no actual knowledge. The inspection includes an Environmental site assessment.

The date for inspection and notification shall end on: November 30, 2022.

DEPOSITS: All deposits are to be held by SELLER'S brokers Jones Group Realtors in a non-interest-bearing account and shall be duly accounted for at the time of closing. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this agreement pending instructions mutually given in writing by the SELLERS and the BUYER or an order issued by a court of competent jurisdiction. Closing shall be deemed mutual agreement.

BUYER'S DEFAULT: If BUYER fails to fulfill the BUYER'S agreements herein set forth, all deposits made hereunder by BUYER shall be retained by the SELLER as liquidated damages and the same shall be SELLER'S sole remedy at law or in equity.

FINANCING CONTINGENCY: The BUYER'S obligations under this Agreement are contingent upon BUYER'S receipt prior to November 30, 2022, of a grant of at least Eighty-One Thousand and 00/100 (\$81,000.00) Dollars to be used to purchase the premises from the MA Conservation Partnership Program. Should the BUYER be unable to obtain such a grant or funding despite diligent efforts, BUYER may cancel this Agreement by written notice received by SELLER'S ATTORNEY, no later than November 30, 2022, whereupon all obligations of the parties shall cease, and BUYER'S deposits shall be promptly returned in full. BUYER'S failure to give notice shall be deemed a waiver of the BUYER'S right to cancel under this Paragraph.

WARRANTIES AND REPRESENTATIONS: The subject premises are hereby sold in its current condition, reasonable wear and tear excepted, and the BUYER acknowledges that he/she has not been influenced to enter into this transaction nor has BUYER relied upon any warranties or representations not set forth or incorporated in this Agreement or previously made in writing.

HAZARDOUS WASTE REPRESENTATION AND DISCLAIMER: SELLER represents that during SELLER'S ownership of the premises to be conveyed, neither SELLER, nor SELLER'S agents, disposed of hazardous wastes or took any action causing a lien to arise under the

mael

Massachusetts Superfund Act, which representation shall survive the delivery of the deed. However, SELLER, is unaware, and hereby disclaims responsibility for the actions of any prior owner or owners in the chain of title or any other party responsible for such disposal prior to SELLER'S tenure of title.

REAL ESTATE COMMISSION: It is understood that that Jones Group Realtors are the only brokers involved in this transaction. The agreed upon commission shall be paid by the SELLER upon transfer of the property.

SELLER REPRESENTATIONS: SELLER represents that there is no pending bankruptcy, or foreclosure proceeding or a shortage of mortgage payoff proceeds, or other facts in existence that may cause SELLER to delay the transfer of title, or that may cause the SELLER to be unable to deliver good, clear, marketable title to the BUYER. SELLER is signing as attorney in fact and has not resided at the premises.

NOTICES: Any notice shall be deemed to be effective when mailed by registered or certified first-class mail, return receipt requested, postage prepaid, or via Federal Express or other similar national overnight carrier, or when sent via telecopies of telefax machine with a confirmation or signal received, or when hand delivered with a signed receipt, or by email, addressed in the case of SELLER to:

Attorney Megin Z. Ziomek
27 University Drive
Amherst, Massachusetts 01002
Telephone:(413)549-0080
Fax: 413-549-5764
E-Mail: Megin@ziomeklaw.com

and in the case of BUYER to:

Attorney Mary Penney
Melnik Law Offices
110 King Street
Northampton, MA 01060
Telephone:413-584-6750
Fax: (413) 584-6789
Email: marypenney@melniklawoffices.com

RIGHT TO FARM: Leverett has adopted a "Right to Farm" ordinance and the Seller hereby provides BUYER with notice of the ordinance.

NOTICE

It is the policy of this community to conserve, protect, and encourage the maintenance and improvement of agricultural products, and also for its natural and ecological value. This disclosure notification is to inform buyers or occupants that the property they are about to acquire or occupy lies within a town where farming activities occur. Such farming activities may include but are not

limited to, activities that cause noise, dust and odors. Buyers or occupants are also informed that the location of property within the Town may be impacted by commercial agricultural operation including the ability to access water services for such property under certain circumstances. NOTE: This is not an indication of the allowed zoning use of a specific piece of property for agricultural purposes. Please check with the Town in which the property is located for allowable building and property usage.

ADDITIONAL DOCUMENTS: SELLER agrees to execute all documents reasonably required by the BUYER'S ATTORNEY or BUYER'S mortgage lender or lender's counsel including but not limited to, documents relating to the absence of tenants in the Premises, the absence of mechanic liens, the absence of UFFI at the premises and SELLERS' compliance with requirements imposed upon residential SELLERS with respect to UFFI by statute and applicable regulations, the underlying financial terms of the purchase and sale and citizenship and residency of the SELLER, and the SELLER'S taxpayer identification number and forwarding address.

STANDARDS: Any matter of practice arising under or relating to this agreement that is the subject of a title standard or a practice standard of the Real Estate Bar Association at the time for delivery of the deed shall be covered by said title standard or practice standard to the extent applicable.

NOTICE AND AUTHORITY OF COUNSEL TO EXTEND: In the event that an extension of any contingency or the closing date is agreeable to BUYER and SELLER, BUYER and SELLER agree that their respective counsel shall have full authority to sign such extension on their behalf, which signature shall have the same force and effect as if BUYER and SELLER themselves signed such extension. Any such extension shall be deemed valid if by facsimile copy with both counsels' signatures thereon. Notices required to be given hereunder shall be deemed given if given by the attorney for either party hereto to the attorney for the other party hereto.

SIGNATURES: This Agreement may be executed by facsimile and/or by an electronically transmitted signature and/or in any number of counterparts, each of which shall be deemed and agreed to be an original but all of which, taken together or with appended counterpart signature pages, shall constitute one and the same instrument. It shall be sufficient that the signature of each party appears on one or more such counterparts or counterpart signature pages.


GOVERNING LAW: This instrument is to be construed in compliance with the laws of the Commonwealth of Massachusetts, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, Attorney in facts, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both SELLER and BUYER. If two or more persons are named herein as BUYER, their obligations hereunder shall be joint and several. If a Corporation is involved as BUYER or nominee, the principals thereof shall be individually liable under the Agreement as guarantor or otherwise. The captions are used only as matter of convenience and are not to be considered a part of this Agreement or to be used in determining the

Executed this 1 ^{September} day of ~~August~~ 2022.


In the presence of:



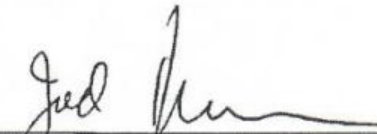
Witness Michael L. Pate



MARCIA HERONEMUS-PATE, TRUSTEE
OF THE PHYLLIS R. HERONEMUS
TRUST, SELLER



Witness Bridget Likely



KESTREL LAND TRUST, BUYER
By: JOEL RUSSELL, PRESIDENT

p&s, Heronemus Trust to Kestrel, land on Depot Road and Long Hill Road, Leverett, MA



The Commonwealth of Massachusetts
Executive Office of Energy and Environmental Affairs
100 Cambridge Street, Suite 900
Boston, MA 02114

Charles D. Baker
GOVERNOR

Karyn E. Polito
LIEUTENANT GOVERNOR

Bethany A. Card
SECRETARY

Tel: (617) 626-1000
Fax: (617) 626-1181
<http://www.mass.gov/eea>

September 27, 2022

Bridget Likely
Kestrel Land Trust
PO Box 1016
Amherst, MA 01054

Re: Heronemus Forest Conservation Area Project

Dear Ms. Likely,

I am pleased to inform you that the Kestrel Land Trust has been selected by the Executive Office of Energy and Environmental Affairs (EEA) to receive up to \$81,000 in Conservation Partnership grant assistance for the Heronemus Forest Conservation Area Project.

CONSERVATION RESTRICTION REQUIREMENT

The Conservation Partnership grant program requires that funded projects grant an appropriate perpetual conservation restriction (CR), within the meaning of sections 31 and 32 of Chapter 184 of the Massachusetts General Laws, to the Conservation Commission or Parks and Recreation Department (if the acquisition is for active recreation) in the municipality in which the project is located, a state agency, or another qualified land trust. If your grant award is for the acquisition of a conservation restriction, this may be a one-half partial interest. The project must provide appropriate public access as deemed appropriate by Secretary Card.

CR Review: You must submit a complete CR Application and draft copy of your CR to EEA for review. Submit your draft Restriction as soon as you can. As additional information or clarifications may be necessary prior to EEA approval, the process can be lengthy. If the CR will be held by a state agency, that agency will conduct the review and you do not need to submit the draft to EEA. The CR Application is available online [here](#).

PROJECT DEADLINE IS JUNE 30, 2023

All approved project costs must be expended on or before June 30, 2023, the last day of the fiscal year, however, you should try to complete your project well before that time to avoid any unforeseen complications, as we cannot reimburse any costs incurred after that date. The CR required by the 2008 Massachusetts Acts, Chapter 312 §2A must be executed and recorded before you will be reimbursed.

NEXT STEPS: Please complete and return the following forms to me by October 24, 2022:

1. Standard Contract Form and Instructions (attached to the email)
2. [Commonwealth Terms and Conditions](#)
3. [Contractor Authorized Signatory Form](#)

Please note that the contract will not be considered executed until EEA has signed the contract. Any expenses incurred prior to this date will not be eligible for reimbursement, including the acquisition of the subject property.

REIMBURSEMENT

Your reimbursement request may not exceed 50% of the total costs eligible for reimbursement or the grant award amount. Please note that the reimbursement amount is determined by totaling the value of canceled checks and/or wire transfer statements from your land trust's bank account multiplied by the grant reimbursement rate of 50%. We can only reimburse you on money spent by your organization, not any other potential project partner. Project costs incurred on or after the contract execution date are eligible for reimbursement. Approved project costs may include ancillary costs, such as title searches, recording fees, and surveys, as well as the actual approved purchase price of the property.⁵ The reimbursement may be contingent upon satisfactory removal of existing structures and debris.

REIMBURSEMENT PROCEDURES

Once your approved project is complete and the required CR is recorded, you may file for reimbursement.

Submit the following documents when requesting reimbursement:

- Reimbursement Billing Form and Project Cost Worksheet** (provided once contract has been executed)
- Deed (as recorded) and/or executed**
- CR (as recorded) with language that ensures appropriate public access highlighted**
- Title certification (not title insurance)**
- Photocopy or image of all cancelled checks** (both sides), wire transfer statements from your land trust's account, bank statements from your land trust's account, or attested statement of treasurer indicating the amount of payment, date paid, associated check or transaction numbers, and authority of payment from your land trust's account. No expenditure will be reimbursed without documentation of payment from your land trust's account.
- GIS Data Entry Form** (provided once contract has been executed)
- Evidence of compliance with any conditions** of your grant (eg, removal of buildings)
- Photograph of project sign** that gives partial credit for the acquisition to the Conservation Partnership Grant Program.

All requests for reimbursement must be submitted to me by July 7, 2023. However, please aim to get it to me prior to that date.

⁵ The actual approved purchase price is the *lesser* of the actual purchase price of the property or the approved appraised value of the property (supported by contracted appraisal/market analysis/opinion of value that you submitted with your application).

Congratulations on your successful application to the Conservation Partnership Grant Program. If you have any questions, feel free to be in touch at (857) 274-7173 or melissa.cryan@mass.gov. I look forward to seeing this exciting project come to fruition!

Sincerely,
Melissa Cryan
Melissa Cryan
Grant Programs Supervisor



P.O. Box 195
Leverett, Massachusetts 01054
www.rattlesnakeguttertrust.org

September 24, 2022

Danielle Barkshak
Leverett Community Preservation Committee
Town Hall
Leverett, MA 01054

RE: 2023 CPA Application

Dear Ms. Barshak:

Rattlesnake Gutter Land Trust is pleased to support Kestrel Trust's project to acquire 91 acres on Depot Road. The project would preserve a property of significant ecological value and recreational opportunity. The land has been identified as an important area for future protection, and the project has elicited growing interest and support from Leverett community members and local organizations.

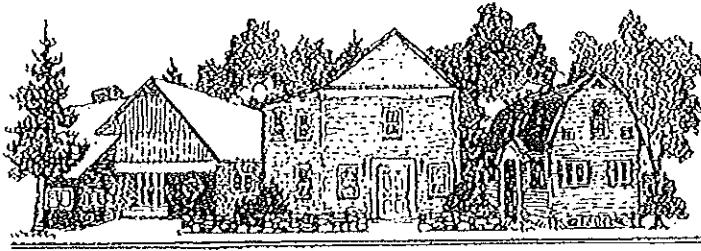
Along with its important value as core wildlife habitat, the land hosts a uniquely scenic trail system which would serve a wide variety of recreational users within the community. These conservation values build upon the ones provided by Rattlesnake Gutter Trust's nearby conservation land, Long Hill Natural Area, with the potential for formal connections in the future. The abutting regional Robert Frost trail also adds an opportunity to connect the trail system already present on the property to other existing conservation lands and trails.

Thank you for your consideration of this proposal.

Sincerely,

Daniel H. Williams
Co-Chair, Rattlesnake Gutter Trust

Michael L. Williams
Co-Chair, Rattlesnake Gutter Trust



TOWN OF LEVERETT
Massachusetts 01054

Danielle Barkshak

RE: 2023 CPA Application

Leverett Community Preservation Committee

Town Hall

Leverett, MA 01054

September 19, 2022

Dear Ms. Barshak:

In partnership with Kestrel Land Trust, the Leverett Conservation Commission is pleased to convey our support of this project and Kestrel's acquisition of 91 acres on Depot Road, as well as our willingness to hold a conservation restriction on the land. The project would preserve a property of significant ecological value and recreational opportunity. The land has been identified as an important area for future protection, and the project has elicited growing interest and support from Leverett community members and local organizations.

Along with its important value as core wildlife habitat, the land hosts a uniquely scenic trail system which would serve a wide variety of recreational users within the community. The abutting regional Robert Frost trail adds an opportunity to connect the trail system already present on the property to other existing conservation lands and trails.

We look forward to working with Kestrel Land Trust to offer the residents of Leverett and beyond a public amenity that matches and respects the grandeur of our local landscape.

Sincerely,

Leverett Conservation Commission

Adam Kohl – Leverett Conservation Agent 9/19/2022

Danielle Barkshak

RE: 2023 CPA Application

Leverett Community Preservation Committee

Town Hall

Leverett, MA 01054

October 10, 2022

Dear Ms. Barshak:

The Pioneer Valley Chapter of the New England Mountain Bike Association would like to express our support for Kestrel Land Trust's acquisition of the 91-acre property on Depot Road. This land would present an opportunity to provide increased and diverse outdoor recreation access to the community and provide key wildlife protections. As a regional trail advocate, we would love the opportunity to organize and coordinate volunteer efforts to develop and maintain a sustainable multi-use trail system here with the potential to link to other nearby areas as well.

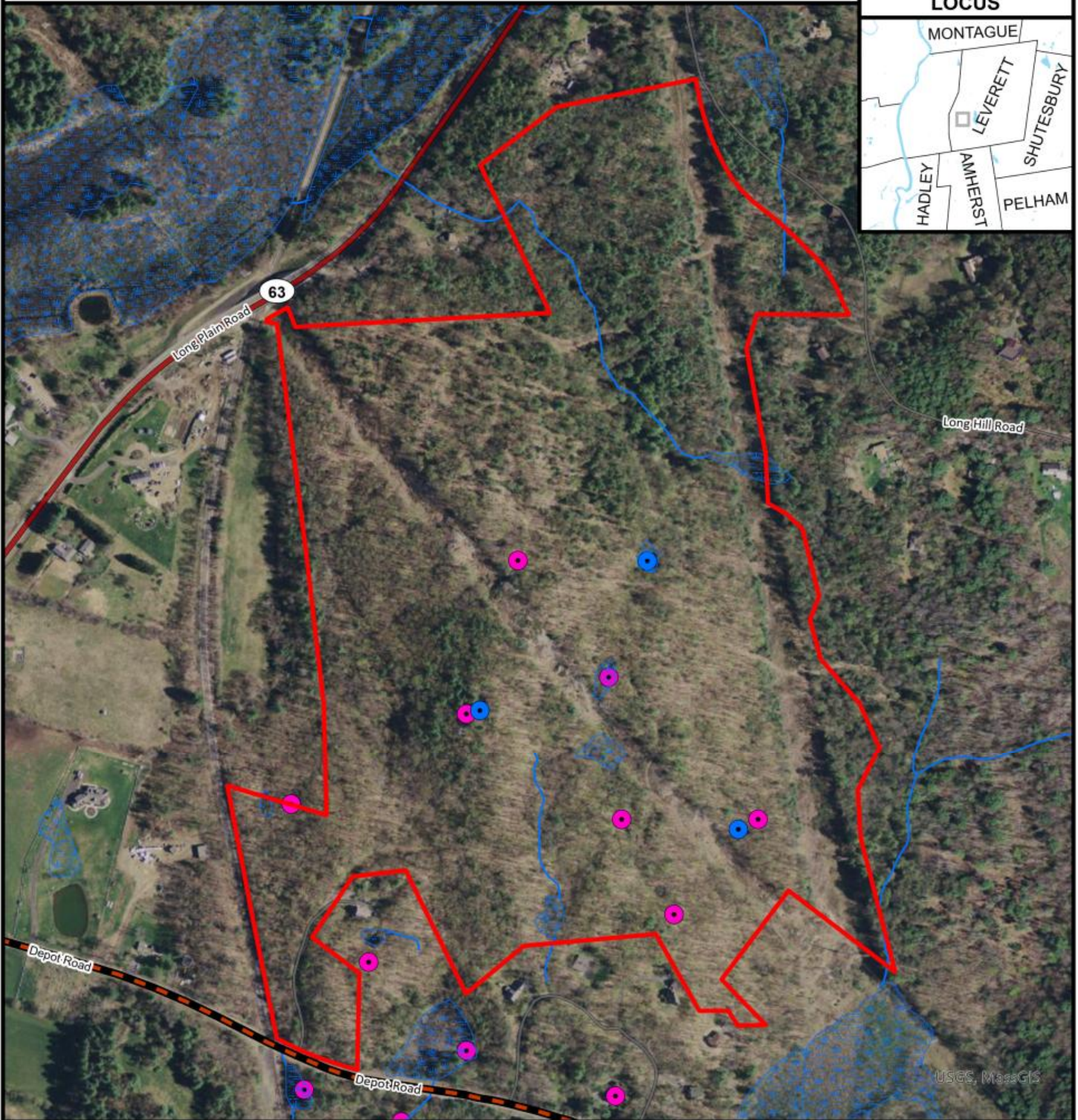
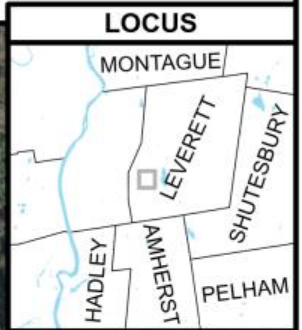
Sincerely,

Sam Veggeberg
President, PV NEMBA



Heronemus
Aerial photo and wetlands

Leverett, MA
Date Created: 6/1/22



- Subject Property
- Pot. Vernal Pool
- Cert. Vernal Pool
- DEP Wetlands
- Leverett L3 Tax Parcels

0 240 480 Feet



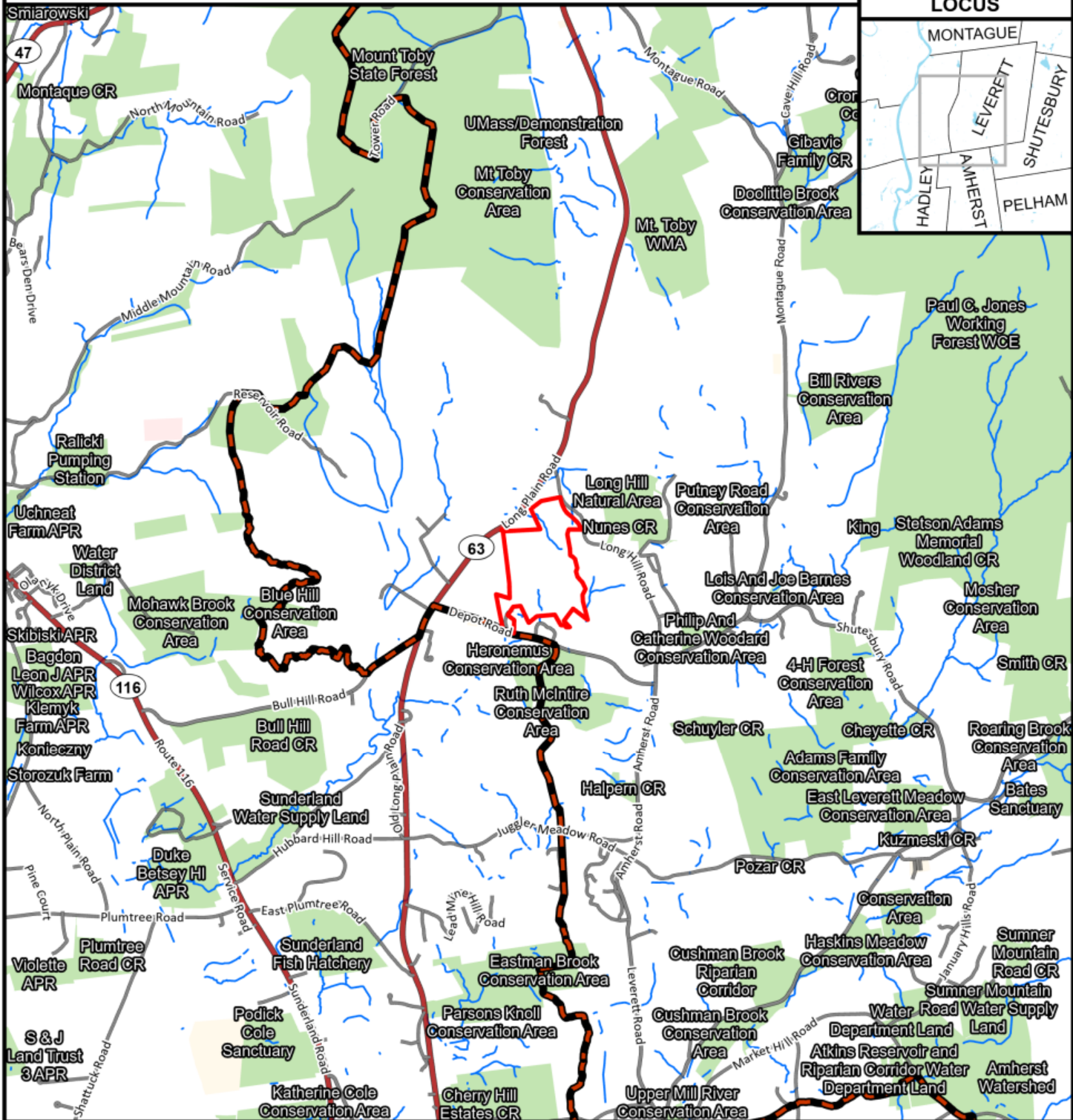
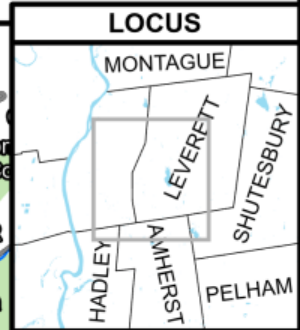
KESTREL
LAND TRUST



Data provided by MassGIS and/or local municipalities. Data are approximate and provided without warranty or liability. This map is not a survey.

**Heronemus
Protected surrounds**

Leverett, MA
Date Created: 6/1/2022



- Subject Property
- Protected in Perpetuity
- Robert Frost Trail

0 1,000 2,000 Feet



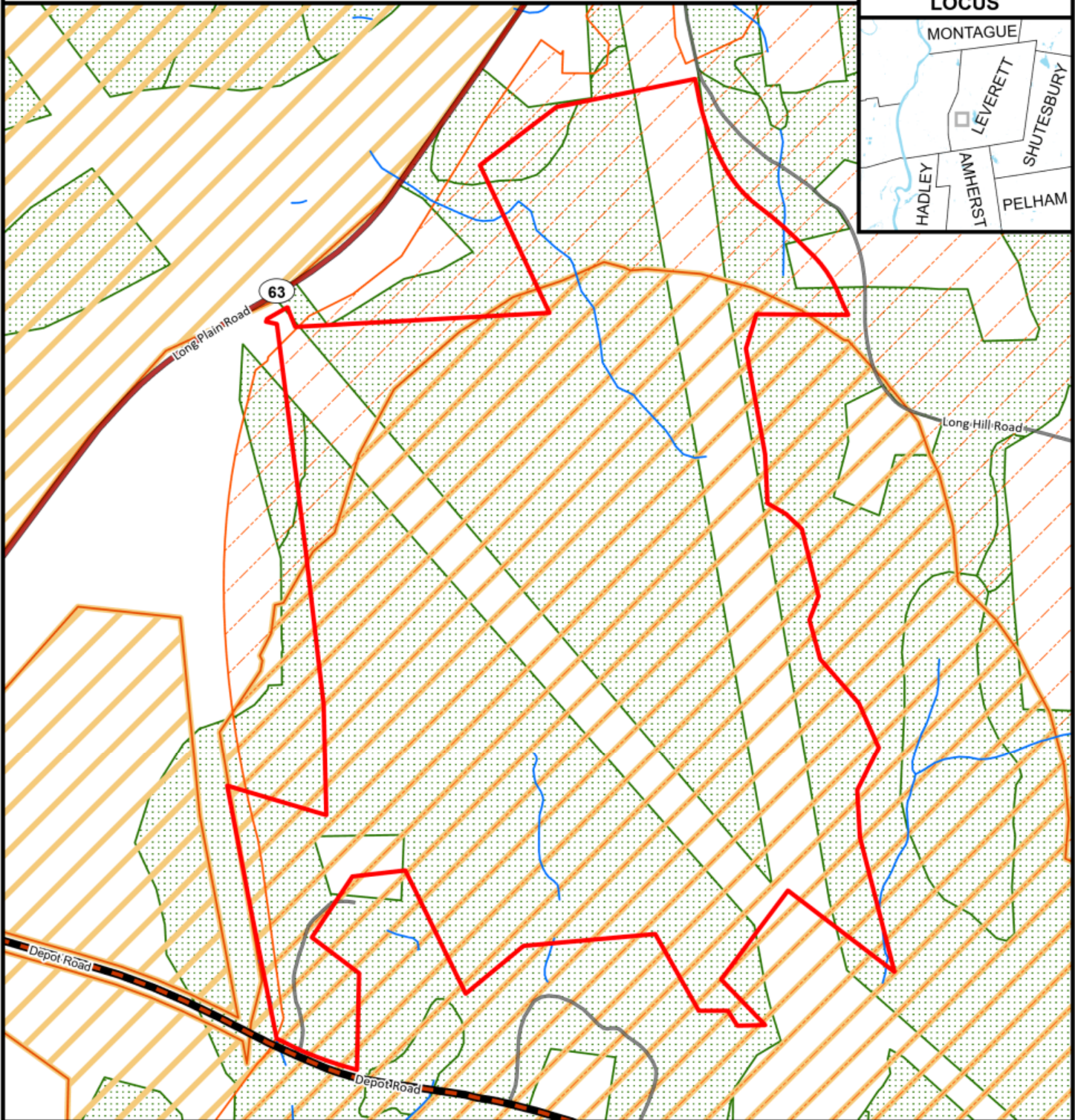
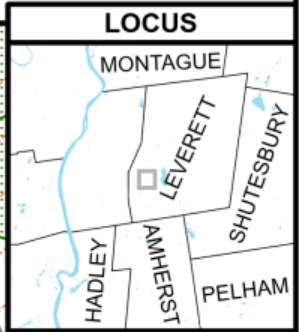
**KESTREL
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**Heronemus
BioMap2 and Forest soils**

Leverett, MA
Date Created: 6/1/22



- Subject Property
- Prime / Important Forest Land
- BioMap2 CNL
- BioMap2 Core

0 240 480 Feet



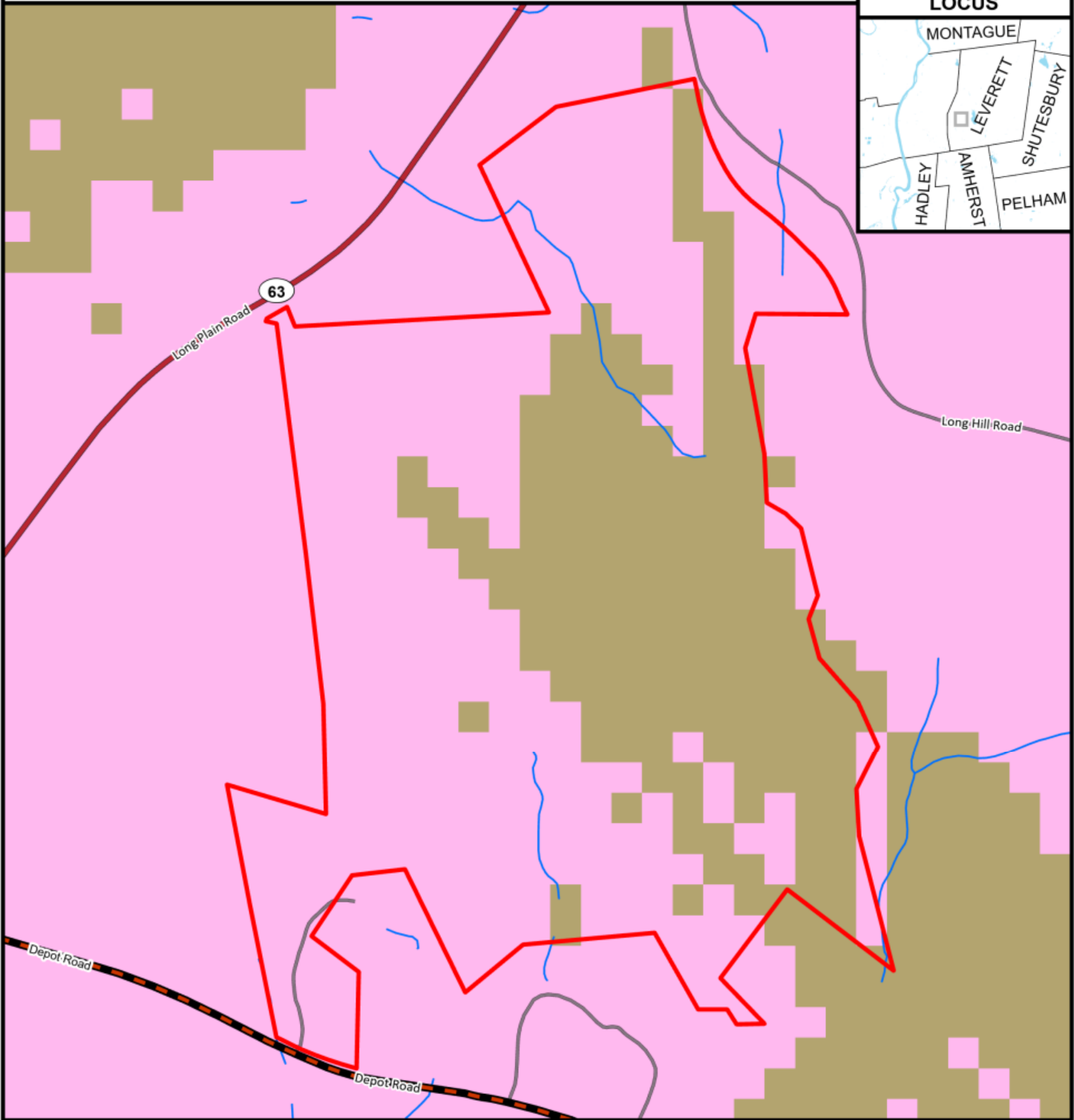
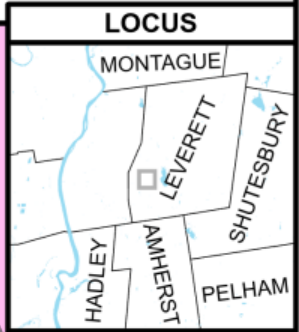
**KESTREL
LAND TRUST**



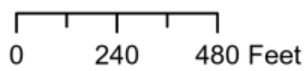
Data provided by MassGIS and/or local municipalities. Data are approximate and provided without warranty or liability. This map is not a survey.

**Heronemus
CAPS and Resilience**

Leverett, MA
Date Created: 6/1/22



- Subject Property
- Value
 - CAPS IEI Top 40%*
 - Leverett L3 Tax Parcels
 - TNC Above Avg Resilience



**KESTREL
LAND TRUST**



Data provided by MassGIS and/or local municipalities. Data are approximate and provided without warranty or liability. This map is not a survey.

Site Visit Photos



Site Visit Photos



Photopoint 01: 42.45279, -72.51811
. Facing N. Taken by Bridget Likely on 6/30/2022.



Photopoint 01: 42.45279, -72.51811
. Facing NNW. Taken by Bridget Likely on 6/30/2022.



Photopoint 01: 42.45279, -72.51811
. Facing NNW. Taken by Bridget Likely on 6/30/2022.



Photopoint 01: 42.45279, -72.51811
. Facing SSE. Taken by Bridget Likely on 6/30/2022.



Photopoint 02: 42.45394, -72.51806
Facing E. Taken by Bridget Likely on 6/30/2022.



Photopoint 03: 42.45437, -72.51779
Facing WNW. Taken by Bridget Likely on 6/30/2022.



Photopoint 03: 42.45437, -72.51779
Facing NNE. Taken by Bridget Likely on 6/30/2022.



Photopoint 04: 42.45569, -72.51799
Facing WSW. Taken by Bridget Likely on 6/30/2022.



Photopoint 05: 42.45702, -72.5182
. Facing NNE. Taken by Bridget Likely on 6/30/2022.



Photopoint 05: 42.45702, -72.5182
Facing NE. Taken by Bridget Likely on 6/30/2022.



Photopoint 06: 42.45791, -72.51688
. Facing WNW. Taken by Bridget Likely on 6/30/2022.



Photopoint 06: 42.45791, -72.51688
Potential parking . Facing S. Taken by Bridget Likely on 6/30/2022.



Photopoint 07: 42.45215, -72.5214
. Facing NNE. Taken by Bridget Likely on 6/30/2022.



Bk: 4803 Pg: 262 Doc: DEED
Page: 1 of 5 03/04/2005 10:45 AM

WARRANTY DEED

KNOW ALL PEOPLE BY THESE PRESENTS THAT I, **PHYLLIS R. HERONEMUS**,
of Amherst, Hampshire County, Massachusetts

in consideration of ONE DOLLAR (\$1.00)

hereby grant to **PHYLLIS R. HERONEMUS, TRUSTEE OF THE PHYLLIS R. HERONEMUS TRUST** dated **February 25, 2005**, with a mailing address of 730 West Street, Amherst, Massachusetts 01002 (see attached Trustee's Certificate)

with WARRANTY COVENANTS

The land in Leverett, Massachusetts, situated on the northerly side of Depot Road and the westerly side of Long Hill Road, bounded and described as follows:

Tract #1: Beginning at an iron pipe on the westerly side of Long Hill Road marking the northeasterly corner of the land herein described; thence SOUTHERLY and SOUTHEASTERLY along the westerly line of Long Hill Road one thousand five hundred sixty-five (1,565) feet to an iron pipe; thence N. 75° W. along land now or formerly of W. D. Cowls, Inc. two hundred seventy-four (274) feet to a stone corner; thence N. 69° W. along said Cowls land twenty-eight (28) rods thirteen (13) links to an iron pipe; thence WESTERLY along said Cowls land fourteen (14) rods thirteen (13) links to a stake and stones; thence N. 8° 30' W. along land now or formerly of Edward L. Field six hundred seventy-three (673) feet to an iron pipe; thence N. 49° E. along Route 63 five hundred seventy (570) feet to an iron pipe; thence N. 67° E. along Route 63 one hundred fifty-six (156) feet to an iron pipe; thence N. 48° E. along Route 63 two hundred ten (210) feet to the place of beginning; containing seventeen and seven tenths (17.7) acres, area, distances and courses being more or less.

SUBJECT TO an easement to the Turners Falls Power and Electric Co. for maintaining lines for the transmission of electricity.

See plan of land entitled, "Carlyle Field Lot, Tract #2, Leverett, Mass., Owner, W. D. Cowls, Inc., Amherst," dated August 1965, drawn by Thomas S. Foster.

Tract #2: Beginning at an iron pipe on the northerly side of Depot Road marking the southwesterly corner of land formerly of W. D. Stowell; thence WESTERLY along the north line of Depot Road fifteen (15) rods six (6) links to a point; thence NORTHERLY along the Central Vermont Railroad sixty-four (64) rods eight (8) links to an iron pipe; thence S. 60° 10' E. along land now or formerly of Holland N. Thompson twenty (20) rods

Northerly Side of Depot Road and Westerly Side of Long Hill Road, Leverett, MA

ENW

to a stone corner; thence N. 12° 15' E. along said Thompson land twenty-three (23) rods twenty-three (23) links to a stone corner; thence N. 5° 50' E. seventy (70) rods three (3) links to an iron pipe; thence N. 56° W. along said Thompson land three (3) rods nineteen (19) links to an iron pipe; thence N. 34° 30' E. eighteen (18) links to a point; thence N. 25° 30' E. along Route 63 three (3) rods fifteen (15) links to an iron pipe; thence S. 33° 30' E. along land now or formerly of Edward L. Field one (1) rod twenty-two (22) links to an iron pipe; thence S. 79° 55' E. along said Field land fifty (50) rods three (3) links to a stake and stones; thence EASTERLY along Tract #1 hereinbefore described fourteen (14) rods thirteen (13) links to an iron pipe; thence S. 69° E. along Tract #1 twenty-eight (28) rods thirteen (13) links to a stone corner; thence S. 31° 10' W. six (6) rods five (5) links to a point; thence S. 5° 30' W. twenty-one (21) rods nineteen (19) links to a point; thence S. 7° W. nine (9) rods eighteen (18) links to a point; thence S. 50° 15' E. three (3) rods seven (7) links to a point; thence S. 31° E. four (4) rods seventeen (17) links to a point; thence S. 1° 30' E. twelve (12) rods nine (9) links to a point; thence S. 30° W. four (4) rods seventeen (17) links to a point; thence S. 3° E. eight (8) rods eleven (11) links to a point; thence S. 21° 30' E. eleven (11) rods seventeen (17) links to a point; thence S. 4° 15' E. eleven (11) rods nine (9) links to a point; thence S. 44° W. ten (10) rods twenty-four (24) links to a point; thence S. 12° 30' W. ten (10) rods eleven (11) links to a point; thence S. 0° 25' W. twenty-six (26) rods thirteen (13) links to an iron pipe, the last thirteen courses being along the remains of a wire and rail fence; thence N. 38° 20' W. along land now or formerly of New England Power Co. twenty-five (25) rods thirteen (13) links to an iron pipe; thence S. 52° 05' W. along said New England Power Co. land eighteen (18) rods nine (9) links to an iron pipe; thence S. 37° 10' E. along said New England Power Co. land ten (10) rods nine (9) links to a point; thence N. 88° 30' W. along said Stowell land twenty-four (24) links to an iron pipe; thence N. 77° 45' W. along said Stowell land twenty-four (24) rods fourteen (14) links to an iron pipe; thence N. 57° 45' W. along said Stowell land nine (9) rods twenty-one (21) links to a stone corner; thence N. 72° 45' W. along said Stowell land forty-three (43) rods one (1) link to an iron pipe; thence S. 16° 05' W. along said Stowell land twenty-four (24) rods to the place of beginning; containing eighty-eight and nine-tenths (88.9) acres, area, distances and courses being more or less.

SUBJECT TO easements to Amherst Power Co., Connecticut Power Transmission Co. and Turners Falls Power and Electric Co.

SUBJECT TO rights-of-way and easements of record.

See plan of land entitled, "Field Tract, Leverett Mass., W.D. Cows, Inc.," dated March 1958, drawn by Wm. G. Gove.

SUBJECT TO a land taking by the Franklin County commissioners, dated March 25, 1969 and recorded in the Franklin County Registry of Deeds in Book 1238, Page 465.

Being the same premises conveyed to the Grantor by deed dated July 5, 2000 and recorded in the Franklin County Registry of Deeds in Book 3653, Page 292.

No title examination was conducted in connection with this conveyance.

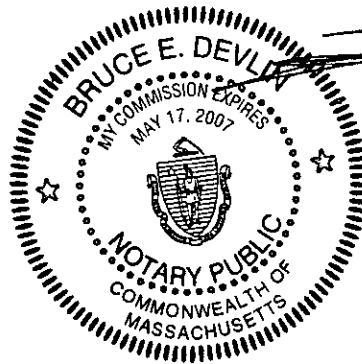
Executed as a sealed instrument this 25th day of February, 2005.

Phyllis R. Heronemus
Phyllis R. Heronemus

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

On this 25th day of February, 2005, before me, the undersigned notary public, personally appeared BRUCE E. DEVLIN personally known to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



[Signature]
Bruce E. Devlin, Notary Public
My Commission Expires: May 17, 2007

**Trustee's Certificate Pursuant to
M.G.L. Chapter 184, Section 35**

Name of Trust: PHYLLIS R. HERONEMUS TRUST

Donor: PHYLLIS R. HERONEMUS

Trustee: PHYLLIS R. HERONEMUS

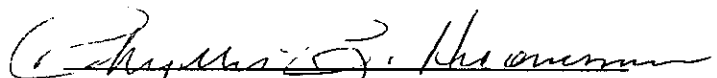
I, PHYLLIS R. HERONEMUS, Trustee of the PHYLLIS R. HERONEMUS TRUST, created pursuant to an unrecorded Indenture of Trust dated February 25, 2005 (the "Trust"), hereby certify that:

- A. I am the current Trustee of the Trust; MARCIA HERONEMUS-PATE is the successor Trustee.
- B. The Donor has directed that certain property located at the Northerly Side of Depot Road and Westerly Side of Long Hill Road, Leverett, Massachusetts (the "Premises") be conveyed to the Trustee to be held in accordance with the terms and provisions of the Trust.
- C. Article Sixth of the Trust gives the trustee the following powers, among others, in addition to and not in limitation of all common law and statutory authority:

To mortgage, to lease with or without option to purchase, even though such lease runs beyond the term of the trust or such option is exercisable after the termination of the trust, to sell in whole or in part at public or private sale, for such price or prices and upon such terms as it may judge best, subject to the provisions of the Seventeenth Clause, to borrow from any person including the Trustee, with or without security, and to pledge any property, real or personal comprising all or any part of the trust fund, without the approval of any court and without liability upon any person dealing with the Trustee to see to the application of any money or other property delivered to it.

- D. There are no additional facts which constitute a condition precedent to acts by the Trustee with respect to the Premises.

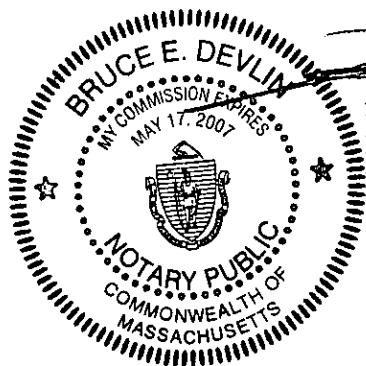
Executed as a sealed instrument this 25th day of February, 2005.


Phyllis R. Heronemus, Trustee

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

On this 25th day of February, 2005, before me, the undersigned notary public, personally appeared PHYLLIS R. HERONEMUS personally known to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.



[Handwritten Signature]
Bruce E. Devlin, Notary Public
My Commission Expires: May 17, 2007

BEARING OF LONG PLAIN ROAD SHOWN ON THIS PLAN WAS OBTAINED FROM 1940 LAYOUT PLANS.

FOR TITLE OF ENCLOSED PERIMETER, SEE BOOK 1242, PAGE 486, FRANKLIN COUNTY REGISTRY OF DEEDS.

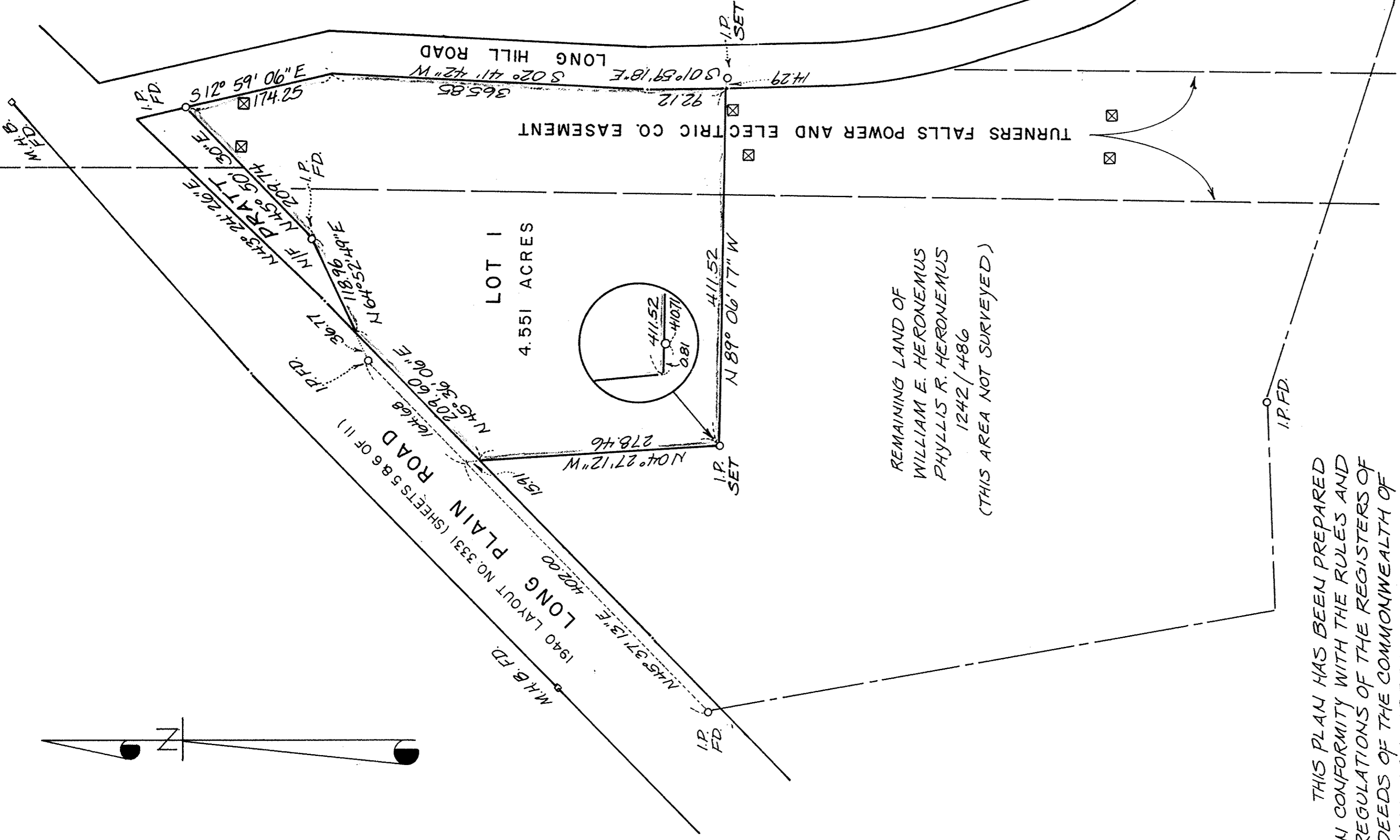
SUBJECT TO A LAYOUT OF LONG HILL ROAD, MAY BE REVISED, AMENDED OR CONFIRMED.

SUBJECT TO ANY AND ALL RECORDED OR UNRECORDED RIGHTS OF WAY, EASEMENTS, RESTRICTIONS AND/OR ENCUMBRANCES IN FORCE AND APPLICABLE, IF ANY.

FOR REFERENCE SEE PLAN ENTITLED "PARTIAL SURVEY AND MAP BY THOMAS S. FOSTER" DATED AUGUST, 1965.

APPROVAL OF THE LEVERETT PLANNING BOARD NOT REQUIRED UNDER THE SUBDIVISION CONTROL LAW.

DATE November 3, 1983
Benton Huntz, Chairman

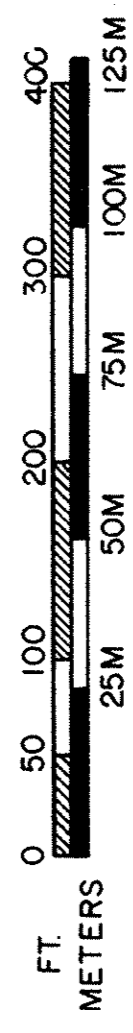


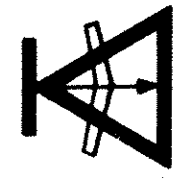
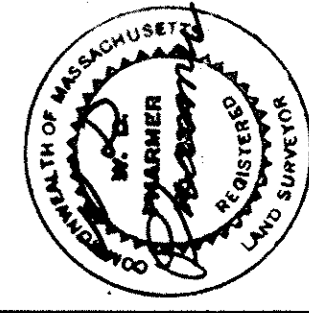
THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

W.D. Pharran

THIS SURVEY AND PLAN WERE PREPARED IN ACCORDANCE WITH THE PROCEDURAL AND TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE COMMONWEALTH OF MASSACHUSETTS.

By: *W.D. Pharran*
 REGISTERED LAND SURVEYOR



LEVERETT, MASS. FRANKLIN COUNTY		 PHARRAN ENGINEERING CORPORATION HOLYOKE MASSACHUSETTS	
SUBDIVISION OF LAND FOR			
WILLIAM E. & PHYLLIS R. HERONEMUS			
Scale	1" = 100'	PHARRAN ENGINEERING CORPORATION	HOLYOKE MASSACHUSETTS
Date	30 SEPT. 1983	Drawn	JMB
		Comp.	G.A.O.
		Job No.	1952
		Drawing No.	LEV-M-4053

No.	Description	Date
	REVISIONS	

FRANKLIN COUNTY
 REGISTRY OF DEEDS
 November 29, 1983
 11 HR 43 MIN
 RECEIVED FOR RECORD
 GREENFIELD, MASS.