

Town of Shutesbury Community Preservation Committee

Application for Community Preservation Funding

Community Preservation Committee
Shutesbury Town Hall
P.O. Box 276
Shutesbury, Massachusetts 01072
Submit: 1 electronic copy to: Email: cpc@shutesbury.org

Instructions to Applicant: Please complete all sections of the application. If a particular section is not applicable, please note that.

Applicant Name: Penny Jaques (Open Space Committee Chair
Miriam DeFant, Shutesbury Conservation Commission Chair

Applicant Organization: Shutesbury Conservation Committee, Open Space Committee

Address: Town Hall, Shutesbury, MA

Contact Person: Penny Jaques

Phone: 413-259-3752 (Conservation Commission Office), 413-259-1828 (Jaques home)

E-Mail: concom@shutesbury.org, jaquespenny@gmail.com

CPA Category: YOU MUST CIRCLE A MINIMUM OF ONE CATEGORY, but may identify more than one, if applicable to your project.

- Open Space
- Historic Preservation
- Community Housing
- Recreation

| Total Project Cost | CPA Funds Requested | Matching Contribution | Match Percent of total |
|--------------------|---------------------|-------------------------|------------------------|
| \$301,400 | \$50,000 | \$20,000 Cons. Comm. | 83.4% |
| | | \$32,650 Kestrel Funds | |
| | | \$198,750 Federal Funds | |

Attach a copy of the Assessor's Map(s) with the project parcel outlined (if appropriate for your project)

| | | | |
|-----------------------|-------|------------------------------|------|
| Assessor's Map Number | #7 | Assessor's Lot/Parcel Number | R-15 |
| Deed Book Number | 57311 | Deed Page Number | 0334 |

Attach separate sheet if more than one lot/parcel/deed book/deed page number.

PROJECT DESCRIPTION:

- All of the following sections **MUST** be completed.
- Applications will be returned if all relevant requested information is not provided.
- Include supporting materials and exhibits as necessary.
- Please refer to Shutesbury's Community Preservation Plan in completing this application.

1. Describe the project.

The Conservation Commission and Open Space Committee, with significant financial support from Kestrel Land Trust, seek for the Town to purchase a 34-acre forestland parcel with 2000 feet of frontage on Pelham Hill Road that runs from just south of Baker Road to the Pelham line. The parcel has high conservation values, including water surface supply protection, wetlands, and high ecological integrity. The parcel is also situated between two parcels of already-protected land. It includes the headwaters of Amethyst Brook and features a historic dam/mill site. The property would be preserved as open space and developed for passive recreation, meeting two CPA categories.

Kestrel will provide 75% of the purchase price through a combination of Forestry Legacy Funds (these funds expire at the end of June, 2022) plus private donations. A 25% match by the Town is required. The Shutesbury Conservation Commission will utilize CPA and Conservation Commission Trust Funds to support the Town's purchase of the land in fee. In accordance with Section 12a of the Community Preservation Act, a conservation restriction, to be held by Kestrel Land Trust, would be placed on the land to ensure its preservation as open space. The property will be managed by the Conservation Commission.

2. Goals:

- a. What are the goals of the proposed project?

The goal of this project is to preserve open space of high conservation value and provide passive recreation in southeastern Shutesbury.

- b. Who will benefit and why?

Town residents will benefit by having access to a new conservation area in Shutesbury which will have blazed and mapped trails where residents will know they are welcome. Conserving this parcel will also provide wildlife habitat, protect water quality and preserve the existing roadside greenbelt that extends from Baker Road to beyond the Shutesbury/Pelham line.

- c. How will success be measured?

We believe this property will quickly become a popular destination for passive recreation. Success will be measured by observing use of the property by Town residents.

3. Community Preservation Committee Criteria

- a. How does the project fulfill the General and Specific Evaluation Criteria?

This project meets two of the listed CPA categories: **Open Space** and **Recreation**

Open Space Goals: *This project will conserve* open space by acquiring and protecting 34 acres of ecologically significant land. Under the CPC's stated Open Space Goals, protecting this parcel meets the following:

B.2 Woodlands, especially those extending contiguous forested land

This forested parcel is located between two already conserved areas to both the north and south. creating an expanded area of contiguous forested land.

B.3 Areas most significant to watershed, wildlife habitat, and water quality, especially for aquifers and drinking water supplies

Within this parcel are the headwaters of Amethyst Brook, part of Amherst's water supply. The land is comprised almost entirely of Zone A Surface Water Supply Protection Area, as defined by the Massachusetts DEP, and also includes Mass DEP identified wetlands.

Through the protection of this parcel, it would be adding onto an existing protected wildlife corridor which feeds directly into the Quabbin Reservoir, comprising over 4,000 acres and known habitat for important wide-ranging megafauna such as bobcat, moose, and black bear. The majority of the land is also identified as a landscape within the top 40% on the index of ecological integrity as defined by the UMass Conservation Assessment and Prioritization System.

B.5 Scenic vistas, roadside greenbelts, walking trails, and historic areas

This parcel protects an existing roadside greenbelt, will provide walking trails and contains a historic dam/mill site.



Recreation Goals: This project will **acquire** land for passive recreation and will provide permanent passive **recreation** for Town residents.

As referenced in the CPC Guidelines II.A. Recreation Profile, "The Open Space Plan's (approved 2015) shows that Shutesbury residents want more recreational opportunities ...". The Open Space Committee (OSC) is finishing an updated Open Space and Recreation Plan (to be submitted in February 2022). A clear message from the OSC's 2021 Survey shows that residents want marked, mapped trails for passive recreation where they know they are welcome.

While a great deal of Shutesbury's land is protected, much of it is not readily accessible for recreation. We note that while many acres of W.D. Cows property, largely in the western half of Town, have recently been put under conservation restrictions as the Walter C. Jones and Paul C. Jones Working Forests and held by the Massachusetts Department of Fish & Game, there are no formal trail systems. Much of the eastern Shutesbury is either State Forest or Quabbin Watershed land. While access is assured, there are no marked trails, trail maps or no parking. Additionally, over 500 acres of protected Amherst Water Supply land are located in the southwestern part of town, and while passive recreation is not expressly prohibited, no formal hiking trails exist on the watershed forest.

Currently the Town has no conservation area in the southeast part of Shutesbury. Adding this parcel as Town Conservation land would create access to a location with parking, blazed trails and a trail map.

4. **Community Need**

- a. How does the community benefit from this project?

As noted in 3.a. above, the Open Space Committee learned while updating the Open Space and Recreation Plan that Shutesbury residents want access to marked and mapped trails where they know they are welcomed. Funding of this proposal is a step towards accomplishing this. We believe this property would quickly become a popular destination for passive recreation.

- b. If applicable, explain how this project addresses needs identified in existing Town plans? (Such as the Open Space and Recreation Plan, Community Plan, etc.)

The 2015 and the soon to be submitted 2022 Open Space and Recreation Plan both cite developing passive recreation for Town residents as a priority. The 2021 Open Space and Recreation Survey clearly showed that Shutesbury residents want access to mapped, well-marked trails with parking. This has been incorporated as a key goal in the 2022 Open Space and Recreation Draft

5. **Community Support**

- a. What is the nature and level of support? Attach letters of support from any Town boards or community groups that have endorsed the project.

The Shutesbury Conservation Commission and Open Space Committee are both strong supporters of this project, as evidenced by their joint sponsorship of this CPA proposal. Attached is a letter of support from the Recreation Committee.

6. Budget

Budget Summary

| | | | |
|--------------------|---------------------|-------------------|-------------------------|
| Total Project Cost | CPA Funds Requested | Other Funds Total | Other Funds: % of Total |
| \$ 301,400 | \$50,000 | \$251,400 | 83.4% |

Budget Details (Please provide as much detail as possible and leave any category blank if not applicable to your project)

****Please see attached BUDGET FOR PURCHASE OF LOT R-15****

| | CPA FUNDS | OTHER FUNDS | TOTAL |
|--------------|-----------|-------------|-------|
| Personnel | | | |
| Equipment | | | |
| Supplies | | | |
| Contractual | | | |
| Construction | | | |
| Other | | | |
| TOTAL | | | |

Equipment is generally defined as an item with a useful life expectancy of more than one year.

Supplies are defined as an item with a useful life of less than one year.

Construction means all types of work done on a particular property or building including erecting, altering or remodeling.

7. Other Funding

- a. Identify the amount of other (non-CPA) funds for this project. Sources include private, federal, state or local government, or any other sources. Attach commitment letters from any organization providing a financial contribution.

| Organization | Item | Amount | Type (cash, in-kind, etc.) |
|--------------|------|--------|----------------------------|
| | | | |
| | | | |
| | | | |
| | | | |

- b. Are any Other Funds in-kind contributions? If yes, describe how the value of the in-kind contribution was derived. (“In-kind contributions” are a contribution of services or property, donated equipment, buildings or land, or donated supplies.)

| |
|--|
| |
|--|

8. **Timeline**

- a. Provide a timeline for project implementation, including start and end dates for major tasks and project completion.

PURCHASE OF PROPERTY: Kestrel Land Trust has a signed purchase and sale agreement with the current property owner (a copy is included in this application). The most significant source of funding for this project is U.S. Forest Service Forest Legacy program funds which Kestrel must expend by the end of FY2022.

PARKING: A small number parking spaces will be created along Pelham Hill Road. To be completed by FY2024

9. **Project Management**

- a. Project Manager Contact Information (if other than the applicant)

| | |
|----------------------|------------------------------------|
| Project Manager name | Penny Jaques, Open Space Committee |
| Daytime Phone | 413-259-1828 |
| Evening Phone | NA |
| Email | jaquespenny@gmaill.com |

10. **Maintenance** (Please note IF NOT APPLICABLE TO YOUR PROJECT)

- a. If ongoing maintenance is required, who will be responsible for it?

As a Town Conservation Area, the property will be managed by the Shutesbury Conservation Commission. Passive recreation (trails) will be maintained by the Commission. The Town Highway Department will maintain the parking area.

Kestrel Land Trust will also commit to annual monitoring of the property to ensure enforcement of the conservation restriction, to be held by Kestrel Land Trust.

- b. How will it be funded?

Maintenance costs will be minimal. The Conservation Commission passive recreation expenses. The Highway Department will cover the cost of maintaining the parking area.

Maintenance Budget

| <i>Year one</i> | <i>Year two</i> | <i>Year three</i> | <i>Year four</i> | <i>Year five</i> |
|-----------------|-----------------|-------------------|------------------|------------------|
| \$100 | \$100 | \$100 | \$100 | \$100 |

11. **Site Documentation** (Submit 3 copies only)

Attach documentation that you have control over the site, such as a Purchase and Sale Agreement, option or deed. If documentation is not available, please explain.

Purchase and Sale Agreement is attached

12. **Project Documentation** (Submit 3 copies only)

Attach any applicable engineering plans, architectural drawings, site plans, and any other relevant renderings.

Assessor's Parcel Map and Property Card for Lot R-15

Kestrel Trust Funding Commitment Letter

Massachusetts Forest Legacy Approval

CAPS Map

Water Protection Map

13. **Other Information**

Attach any additional information that might benefit the CPC in consideration of this project.

Letter of Support from Shutesbury Recreation Committee

TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE INDIVIDUAL OR GOVERNING BODY OF THE APPLICANT.

Penny Jaques

9 February 2022

Signature of Authorized Representative

Date

Print name: PENNY JAQUES

| BUDGET FOR PURCHASE OF LOT R-15 | | | | | |
|--|------------------|--------------------|------------------------|--|--|
| LOT R-15 Land Acquisition Cost | Amount | CPA Request | Federal Funding | Shutesbury Cons Comm Trust Fund | Private Funds Raised by Kestrel |
| 34 ACRES, Pelham Hill Road | \$265,000 | \$45,000 | \$198,750 | \$20,000 | \$1,250 |
| Subtotal | \$265,000 | \$45,000 | \$198,750 | \$20,000 | \$1,250 |
| Associated Project Costs | | | | | |
| Parking Area Construction | \$5,000 | \$5,000 | | | |
| Survey | \$10,000 | | | | \$10,000 |
| ESA | \$1,500 | | | | \$1,500 |
| Appraisal | \$5,000 | | | | \$5,000 |
| Closing Costs | \$5,000 | | | | \$5,000 |
| Project Management | \$5,000 | | | | \$5,000 |
| Stewardship Fund (For KLT CR) + Defense Fund | \$4,900 | | | | \$4,900 |
| Subtotal | \$36,400 | \$5,000 | | | \$31,400 |
| TOTAL | \$301,400 | \$50,000 | \$198,750 | \$20,000 | \$32,650 |

PURCHASE AND SALE AGREEMENT

SELLER: Wendy R. Pearson
ADDRESS: 63 Garfield Avenue, Floor 2, Easthampton, MA 01027

BUYER: Kestrel Land Trust, Inc.
ADDRESS: 37 Bay Road, P.O. Box 1016, Amherst, MA 01004

SELLER'S COUNSEL: Robert J. Spencer
ADDRESS: 6 University Drive, Suite 201, Amherst, MA 01002
PHONE NUMBER: 413-549-0041 FAX: 413-549-3818
EMAIL: rjs@jsamherst.com

BUYER'S COUNSEL: Melnik Law Office - Mary Penney
ADDRESS: 110 King Street, Northampton, MA 01060
PHONE NUMBER: 413-584-6750 FAX: _____
EMAIL: MaryPenney@MelnikLawOffices.com

ADDRESS OF PREMISES TO BE CONVEYED: 0 Pelham Hill Road, Shutesbury, Massachusetts

LEGAL DESCRIPTION – BOOK 5731, PAGE 334
FRANKLIN COUNTY REGISTRY OF DEEDS

PURCHASE PRICE: \$275,000.00
FIRST DEPOSIT: \$1,000.00
SECOND DEPOSIT: \$12,750.00
BALANCE DUE AT CLOSING: \$261,250.00

LENDER: N/A CASH

CLOSING DATE: May 2, 2022
CLOSING PLACE: Franklin County Registry of Deeds

SELLING &
LISTING AGENCY: Five College Realtors License #9763
AGENT: Jacqui Zuzgo License #133192
ADDRESS: 190 University Drive, Amherst, MA 01002
PHONE: 413-221-1841
EMAIL: jacqui@jacquizuzgo.com

The Buyer agrees to buy and the Seller agrees to sell the above-described premises on the terms and conditions contained in this agreement. This agreement shall supersede any previous agreement which shall become null and void upon execution.

1. TITLE

Said premises are to be conveyed on or before the closing date as set out above, by a good and sufficient Quitclaim Deed, conveying a good and clear record and marketable title to the same free from all encumbrances, except:

- a. Provisions of existing building and local zoning laws, if any.
- b. Usual public utilities servicing the premises, if any.
- c. Such taxes for the current year as are not due and payable on the date of delivery of such deed.
- d. Any liens for municipal assessments and/or orders for which assessments may be made after the date of this agreement.
- e. Restrictions and easements shown on the attached deed or any other instruments of record, if any, provided that such restrictions and easements do not materially interfere with the use of the premises for conservation purposes.
- f. Chapter 61B Recreational Land Tax Lien to the Town of Shutesbury dated October 28, 2003, recorded in Book 4462, Page 283. Buyer agrees to assume all obligations under the lien set forth in the statute.

2. CONSIDERATION

All sums due from the Buyer are to be paid by certified or bank check, or Massachusetts attorney's trust account check upon delivery and recording of said Deed.

3. PLACE OF PERFORMANCE

The Deed is to be delivered and the consideration paid at the Registry of Deeds in which the Deed should be recorded on the closing date as set out above, unless some other place and time should be mutually agreed upon. Seller shall be permitted to exchange closing documents and checks by overnight courier with Buyer's counsel, with each party bearing the cost of any such mailings sent by their attorney.

4. USE OF MONEY TO CLEAR TITLE

To enable the Seller to make conveyance as herein provided, the Seller may, at the time of delivery of the Deed, use the purchase money or any portion thereof to clear the title of any and all

encumbrances or interests; all instruments so procured to be recorded simultaneously with the delivery of said Deed, except discharges from institutional lenders, which need not be recorded simultaneously, but which shall be recorded no later than 60 days after the date of closing.

5. DEFECTIVE TITLE

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 herein, or to make the said premises conform to the provisions hereof, as the case may be, in such event the time for performance hereof shall be extended for a period not to exceed thirty (30) days, or to the date upon which the Buyer's mortgage commitment or rate lock expires, whichever date occurs first. 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. "Reasonable efforts" shall not require Seller to incur expenses in excess of Two Thousand and 00/100 (\$2,000.00) Dollars to correct the defect or non-conformity.

6. 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. Acceptance of a deed by the Buyer shall constitute full performance and discharge of all of the Seller's obligations, except for those obligations, if any, which are expressly intended to survive the closing.

7. STANDARDS

Any title or practice matter which is the subject of a title standard or practice standard of the Massachusetts Real Estate Bar Association at the time for delivery of the deed shall be covered by said title or practice standard to the extent applicable.

8. POSSESSION AND CONDITION OF PREMISES

Full possession of said premises free of all tenants and occupants, except as agreed to in writing by the parties, is to be delivered to the Buyer at the time of the transfer of title, the said premises to be then in the same condition in which they now are, reasonable use and wear of buildings thereon excepted.

Buyer's obligation to purchase shall be contingent upon no forest cutting activities on the premises prior to closing.

9. ADJUSTMENTS

Real Estate Taxes shall be apportioned as of the day of delivery of the Deed. If the amount of said taxes is not known at the time of the delivery of the Deed, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive the delivery of the Deed. Each party remains liable for correcting adjustments made at the closing based on information provided by outside sources. Each party agrees to sign additional documents at or after the closing as are reasonably required by Buyer's Lender or Lender's counsel, with the exception that no party shall be required to materially increase its liability beyond its obligations in this agreement.

10. DEPOSITS

All deposits made hereunder shall be held by the Listing Agency named above in a non-interest bearing account and shall be duly accounted for at the time of performance of this Agreement or otherwise by the agreement of the parties or by order of a court of competent jurisdiction.

11. REALTOR/BROKER'S FEE

Seller agrees to compensate the Listing Agency in accordance with their prior listing agreement if, as and when conveyance herein described is consummated.

12. BUYER'S DEFAULT

If the Buyer shall fail to fulfill the Buyer's agreements herein, all deposits made hereunder by the Buyer shall be forfeited by the Buyer and paid to the Seller as liquidated damages. This shall be the Seller's sole remedy at law or equity for any breach of this agreement by the Buyer. Both parties specifically consent to the deposits as the acceptable measure of Seller's damages regardless of any subsequent sale price which the Seller may receive for the Premises.

13. MORTGAGE

N/A

14. RIGHT TO INSPECT

This Agreement is subject to the right of the Buyer to obtain, at his/her expense, an inspection of the premises to include, but not to be limited to, the presence of hazardous materials on the premises, or the likelihood of release of hazardous materials on or from the premises. The Buyer and the Buyer's consultant(s) shall have the right of access to the premises at reasonable times and in the presence of the Seller upon twenty-four (24) hours advance notice, for purpose of inspecting the condition of said premises. 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 date for inspection and notification shall end on: **January 15, 2022**

15. OTHER SELLER REPRESENTATIONS

This property is sold "AS IS" and as shown.

Seller represents that there are: no pending divorce, bankruptcy, or foreclosure proceedings; no shortage of mortgage payoff proceeds; or other facts in existence that may cause the 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 represents that Seller has not had any notice nor has any communication been received by Seller from any public authority that there exists with respect to the premises any conditions which violate any local, county, state, or federal law, rule, regulation, ordinance or the like, which has not been heretofore rectified. Seller further represents that Seller has no knowledge of any betterment approved or pending by the municipality in which the premise is situated which is likely to result in a betterment assessment against the premises. Seller represents that Seller has no knowledge of any litigation or proceeding pending or threatened, against or relating to the premises. The Seller shall give notice to Buyer if Seller receives any such notice, or becomes aware of any such assessment or violation prior to the closing date. Seller further represents that Seller has no knowledge of the construction of any building or addition on this property that was performed without obtaining a building permit and, if applicable, a certificate of occupancy.

16. TITLE INSURANCE

Seller agrees at the closing to execute a statement, prepared by the Buyer's attorney, under oath to any title insurance company issuing a policy to Buyer and/or Buyer's mortgagee and/or the Buyer individually to the effect that: (1) there are no tenants, lessees or parties in possession of the premises, (2) Seller has no knowledge of any work having been done to the premises which would entitle anyone now or hereafter to claim a mechanics' or materialmen's lien on the premises; (3) that Seller is not a foreign person subject to the withholding provisions of the Internal Revenue Code of 1986, as amended (FIRPTA). Seller hereby makes such representations to the Buyer as of the closing and this paragraph shall survive the closing.

17. UNDERGROUND TANKS

Seller represents to the best of her knowledge that there are/are not underground storage tanks under the dwelling or on the premises.

18. HAZARDOUS WASTE

Seller represents that during Seller's ownership of the premises to be conveyed, neither Seller, nor Seller's agents, disposed of hazardous waste or took any action causing a lien to arise under the Massachusetts Superfund Act (G.L. c 21E). 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 wrongfully responsible for such disposal during, or prior to Seller's tenure of title.

19. ADDITIONAL DOCUMENTS TO BE SIGNED BY SELLER

Seller agrees to execute all documents reasonably required by Buyer's Lender, or Lender's counsel, which documents shall include, but not be limited to the following: Standard RESPA form; FNMA affidavit; IRS 1099 information form; Statement that each party remains liable for correcting adjustments made at closing based on information provided by outside sources; Statement that each party agrees to sign additional documents at or after closing as are reasonably required by Buyer's Lender, or Lender's counsel. All representations shall be to the best of the Seller's knowledge and belief.

20. GOVERNING LAW and CONSTRUCTION OF AGREEMENT

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, personal representatives, 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 or Seller, their obligations hereunder shall be joint and several. If the SELLER or Buyer executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and not the individual executing in said capacity, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder. The captions are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to the same.

21. NOTICES

Any notice required to be given under this agreement may be given by facsimile copy, and or emailed to the Attorney for the Buyer or Seller, as the case may be, and if so given shall be deemed given when faxed/emailed. The attorney for any party may give notice on behalf of such party, and agreements for extensions of time may be entered into between such attorneys, which agreements shall be binding upon the parties, provided that such agreements are in writing and emailed, faxed, or otherwise timely delivered in the manner herein above provided.

22. BINDING AGREEMENT

THIS IS A LEGAL DOCUMENT THAT CREATES BINDING OBLIGATIONS. IF YOU DO

NOT UNDERSTAND IT, CONSULT AN ATTORNEY BEFORE SIGNING.

23. ELECTRONIC SIGNATURES/COUNTERPARTS

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 appear on one or more such counterparts or counterpart signature pages.

24. ADDITIONAL PROVISIONS

The property may contain wetlands. Buyer's obligation to purchase is contingent upon obtaining an appraisal for not less than the purchase price on or before January 31, 2022.

25. RIGHT TO FARM DISCLOSURE AND NOTIFICATION

The Right-to-Farm disclosure for the Town of Shutesbury is detailed below. Seller shall be responsible for filing a copy of the executed Disclosure Notification with local officials, if required for compliance with the city or town's Right to Farm by-law.

Not later than 21 days after the purchase and sale contract is entered into, or prior to the sale or exchange of real property if no purchase and sale agreement exists, for the purchase or exchange of real property, or prior to the acquisition of a leasehold interest or other possessory interest in real property, for real property located in a Town that is a Right to Farm Community, the landowner shall present the Buyer or occupant with the following disclosure notification:

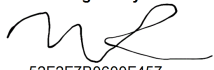
The Town of Shutesbury has adopted Right to farm By-Laws:

"It is the policy of this community to conserve, protect and encourage the maintenance and improvement of agricultural land for the production of food, and other 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 operations 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.

ACKNOWLEDGMENT:

The Seller/Landowner has provided to the Buyer this Right to Farm Disclosure Notification and the Buyer acknowledges receipt of said Disclosure. If the real property is located in a Town that is a Right to Farm Community, it shall be the responsibility of the Seller to provide a copy of this Disclosure to

DocuSigned by:

52F2F7B0600F457...

Seller

KESTREL LAND TRUST, INC.

Buyer

By: Joel Russell, President

1/7/2022

Date

Date 1/7/22

**ADDENDUM TO
PURCHASE AND SALE AGREEMENT**

SELLER: Wendy R. Pearson

BUYER: Kestrel Land Trust, Inc.

ADDRESS: 0 Pelham Hill Road, Shutesbury, MA

The Parties herein agree to modify the Purchase and Sale Agreement as follows:

1. The parties herein agree to change the purchase price to \$265,000.00.

All other terms and conditions of the Purchase and Sale Agreement will remain the same.

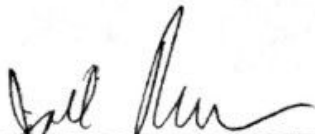
February 4th, 2022

Seller:



Wendy R. Pearson

Buyer:



Kestrel Land Trust, Inc.

By: Joel Russell, President



Town of Shutesbury, Massachusetts 01072

Recreation Committee
P.O. Box 276
Shutesbury, MA 01072

TO: Community Preservation Committee

FROM: Barbara Bigelow, Chair Recreation Committee

DATE: February 4, 2022

SUBJECT: CPA Proposal to Purchase 34 Acre Parcel on Pelham Hill Road

I am writing on behalf of the Recreation Committee to express our strong support for the CPA proposal for \$50,000 toward the purchase of the 34-acre parcel on Pelham Hill Road.

The Open Space Committee demonstrated in the Open Space and Recreation Plan (the Plan) a need for accessible places for hiking and other passive recreation in Shutesbury. This purchase will benefit residents as outlined in the Plan and will provide a site for Recreation Committee activities such as an Orienteering event and educational walks. The natural (the headwaters of Amethyst Brook) and constructed (a historic mill site) features make this an exceptional parcel for these activities.

The Recreation Committee is committed to working with the Open Space Committee to apply for eligible grants to fund the creation of trails as described in the Plan and to provide opportunities for residents to enjoy this beautiful parcel of land.



Allen Hanson
Shutesbury CPC Committee Chair
cpc@shutesbury.org
413-259-1623

February 8, 2022

Dear Allen,

I am writing to you to express Kestrel Land Trust's commitment to support the Pearson land acquisition project that was proposed to the Shutesbury Community Preservation Committee for funding.

This is to confirm that Kestrel Land Trust is willing to apply \$32,650 in funds raised to support the project costs, as well as secure arrangements for the Town to receive the federal Forest Legacy funds for 75% of the appraised value of the land.

Furthermore, Kestrel intends to preacquire this land to take it off the market, and then resell it to the Town for appraised value of \$265,000, using Forest Legacy Funds, \$50,000 in CPC funds, \$20,000 in Conservation Commission funds, and a balance of \$1,250 from Kestrel. The attached budget shows the proposed allocation of funds to make the project successful.

In 2021, Kestrel Land Trust completed a similar conservation project with the Town of Belchertown using Forest Legacy and CPC funds there. We look forward to partnering with Shutesbury as well to conserve more woodlands west of the Quabbin Reservoir.

Sincerely,

A handwritten signature in black ink, appearing to read "Kristin DeBoer".

Kristin DeBoer
Executive Director



January 20, 2022

Bridget Likely
Kestrel Land Trust
PO Box 1016
Amherst, MA 01004

Re: FY2017 West Quabbin Woodlands Forest Legacy Project

Dear Ms. Likely,

The Massachusetts Forest Legacy Committee approved your request to add the Pearson property to the the FY2017 West Quabbin Woodlands Forest Legacy Project on December 13, 2021. The amended narrative request was submitted to the Forest Service and approved on January 12, 2022. This property can now be acquired with federal funds as part of the West Quabbin Woodlands Project.

Sincerely,

Lindsay Nystrom
MA Forest Legacy Program Coordinator



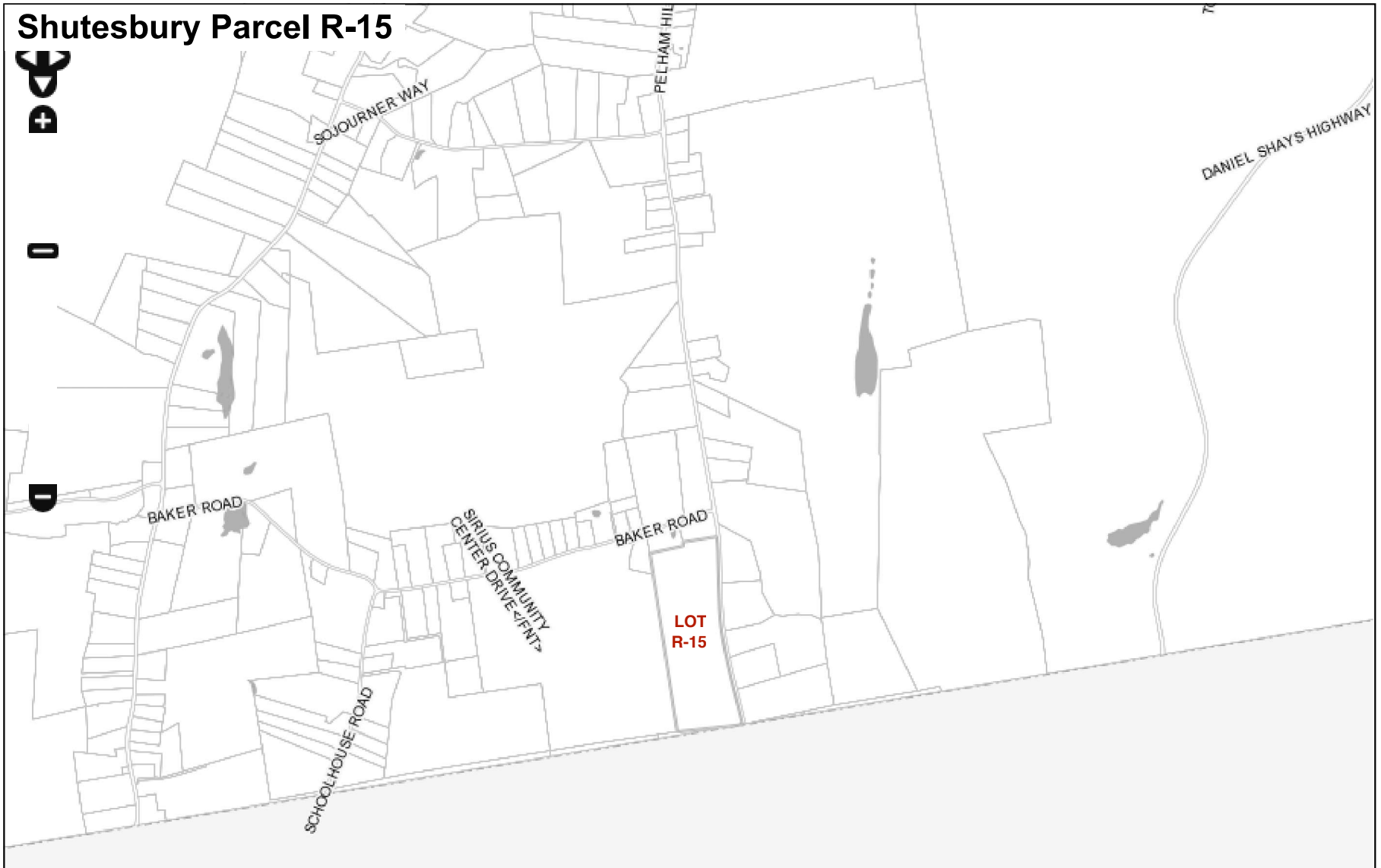
| CURRENT OWNER | | TOPO | UTILITIES | STRT / ROAD | LOCATION | CURRENT ASSESSMENT | | | | | | 1122 SHUTESBURY, MA | | | | | |
|-----------------------------|------------|--------------------------|-------------------|-------------|-------------------------------|------------------------|-----------|---|----------|-------------------------|-----------|------------------------|---------------------|----------------|------------|----------|---------|
| PEARSON, WENDY | | | | 1 Paved | | Description | Code | Assessed | Assessed | | | | | | | | |
| 63 GARFIELD AVE FL 2 | | | | | | 61 LAND | 6010 | 162,200 | 4,046 | | | | | | | | |
| EASTHAMPTON MA 01027 | | SUPPLEMENTAL DATA | | | | | | | | | | | | | | | |
| Alt Prcl ID | | INSULATE | | | | | | | | | | | | | | | |
| ARCVIEW 567 | | PLAN BK/ 9N | | | | | | | | | | | | | | | |
| TIGHT TA | | LIEN BK/P | | | | | | | | | | | | | | | |
| FOUNDAT | | MEMO | | | | | | | | | | | | | | | |
| GRADE NONE | | SPECIAL 853 | | | | | | | | | | | | | | | |
| ACRES 33.65 | | Assoc Pid# | | | | | | | | | | | | | | | |
| GIS ID F_407977_2978857 | | | | Total | | 162,200 | 4,046 | | | | | | | | | | |
| RECORD OF OWNERSHIP | | BK-VOL/PAGE | SALE DATE | Q/U | V/I | SALE PRICE | VC | PREVIOUS ASSESSMENTS (HISTORY) | | | | | | | | | |
| PEARSON, WENDY | | 5731 0334 | 08-14-2009 | U | V | 0 | 1 | Year | Code | Assessed | Year | Code | Assessed | Year | Code | Assessed | |
| PEARSON SANDON S | | 3961 0275 | 03-06-2002 | U | V | 72,000 | 1 | 2020 | 6100 | 3,300 | 2019 | 6100 | 3,300 | 2020 | 6100 | 3,300 | |
| GURVITCH SARAH | | 1576 0161 | 04-17-1979 | U | V | 0 | | | | | | | | | | | |
| | | Total | | | | | | 3,300 | | Total | | 3,300 | | Total | | 3,300 | |
| 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 | | | | | | | | | | APPRAISED VALUE SUMMARY | | | | | | | |
| Nbhd | Nbhd Name | B | Tracing | Batch | Appraised Bldg. Value (Card) | | | | | | | 0 | | | | | |
| 150 | | | | | Appraised Xf (B) Value (Bldg) | | | | | | | 0 | | | | | |
| | | | | | Appraised Ob (B) Value (Bldg) | | | | | | | 0 | | | | | |
| | | | | | Appraised Land Value (Bldg) | | | | | | | 162,200 | | | | | |
| | | | | | Special Land Value | | | | | | | 4,046 | | | | | |
| | | | | | Total Appraised Parcel Value | | | | | | | 162,200 | | | | | |
| | | | | | Valuation Method | | | | | | | C | | | | | |
| | | | | | Total Appraised Parcel Value | | | | | | | 162,200 | | | | | |
| 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 | | | |
| | | | | | | | | | | | | | | | | | |
| 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 | 6010 | C61 TEN YR M | RR | | 1.000 AC | 56,600 | 1.00000 | 0 | 1.00 | 150 | 1.000 | | 1.0000 | 56,600 | 56,600 | | |
| 1 | 6010 | C61 TEN YR M | | | 33.000 AC | 3,200 | 1.00000 | 0 | 1.00 | | 1.000 | | 1.0000 | 3,200 | 105,600 | | |
| Total Card Land Units | | | | | 34 AC | Parcel Total Land Area | | | | | 34 | Total Land Value | | | | | 162,200 |

VISION

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

No Sketch

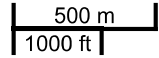
Shutesbury Parcel R-15



Town of Shutesbury, Massachusetts

Selected Parcel: PELHAM HILL RD ID: R-15

Printed on 1/23/2022

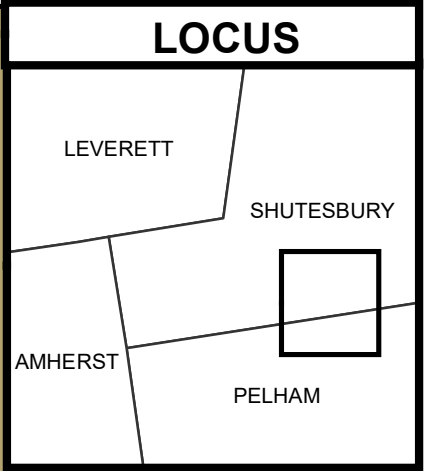
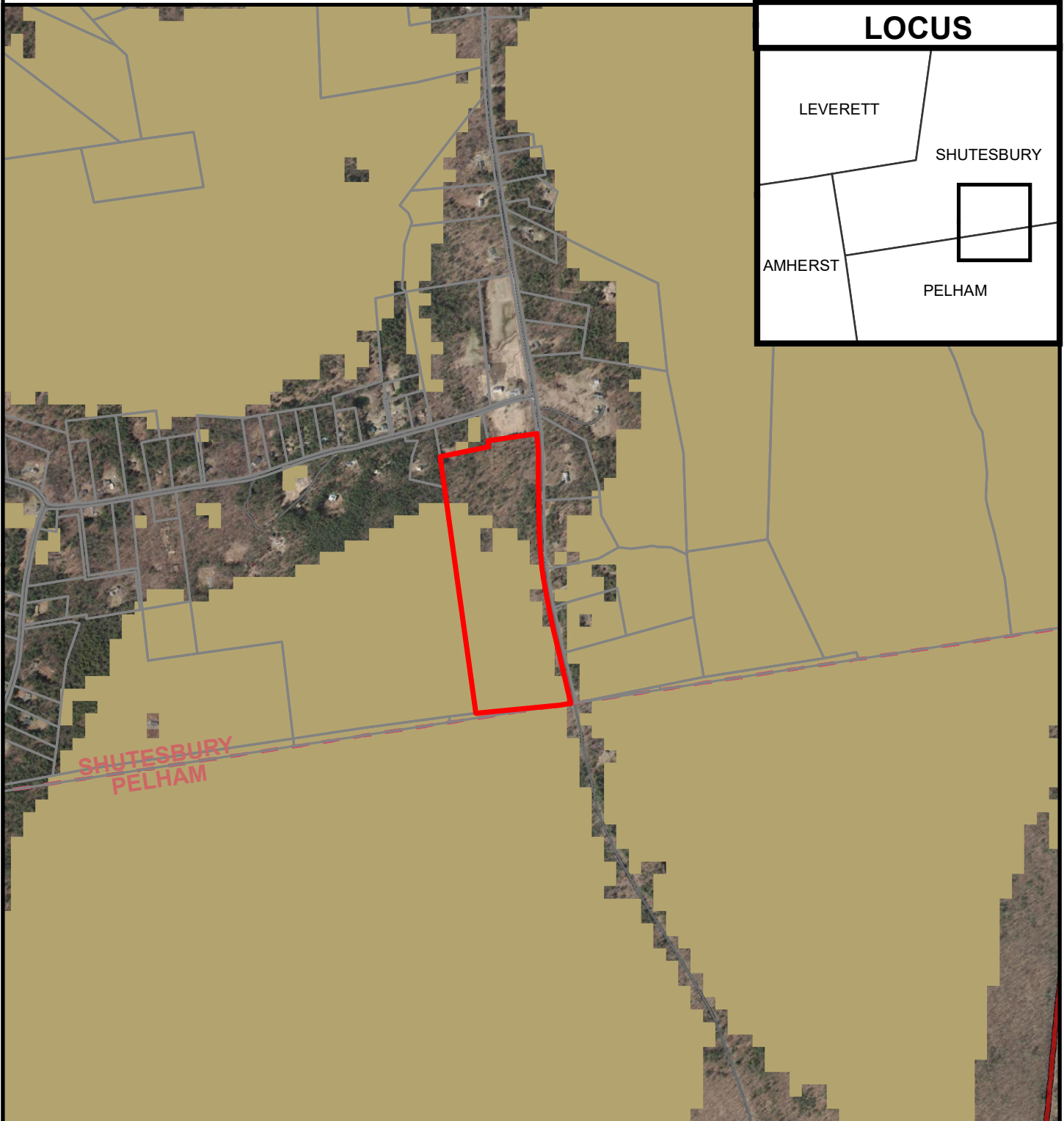






This map is for informational purposes only. It is not for appraisal of, description of, or conveyance of land. The Town of Shutesbury, Massachusetts and MainStreetGIS, LLC assume no legal responsibility for the information contained herein.

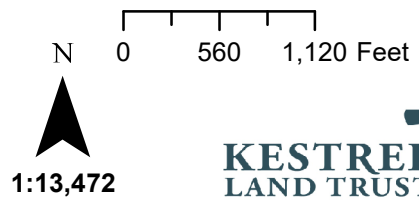
Pearson - 34 Acres
Conservation Assessment Prioritization System (CAPS)

Municipality: Shutesbury

Date Created: 01/20/2022



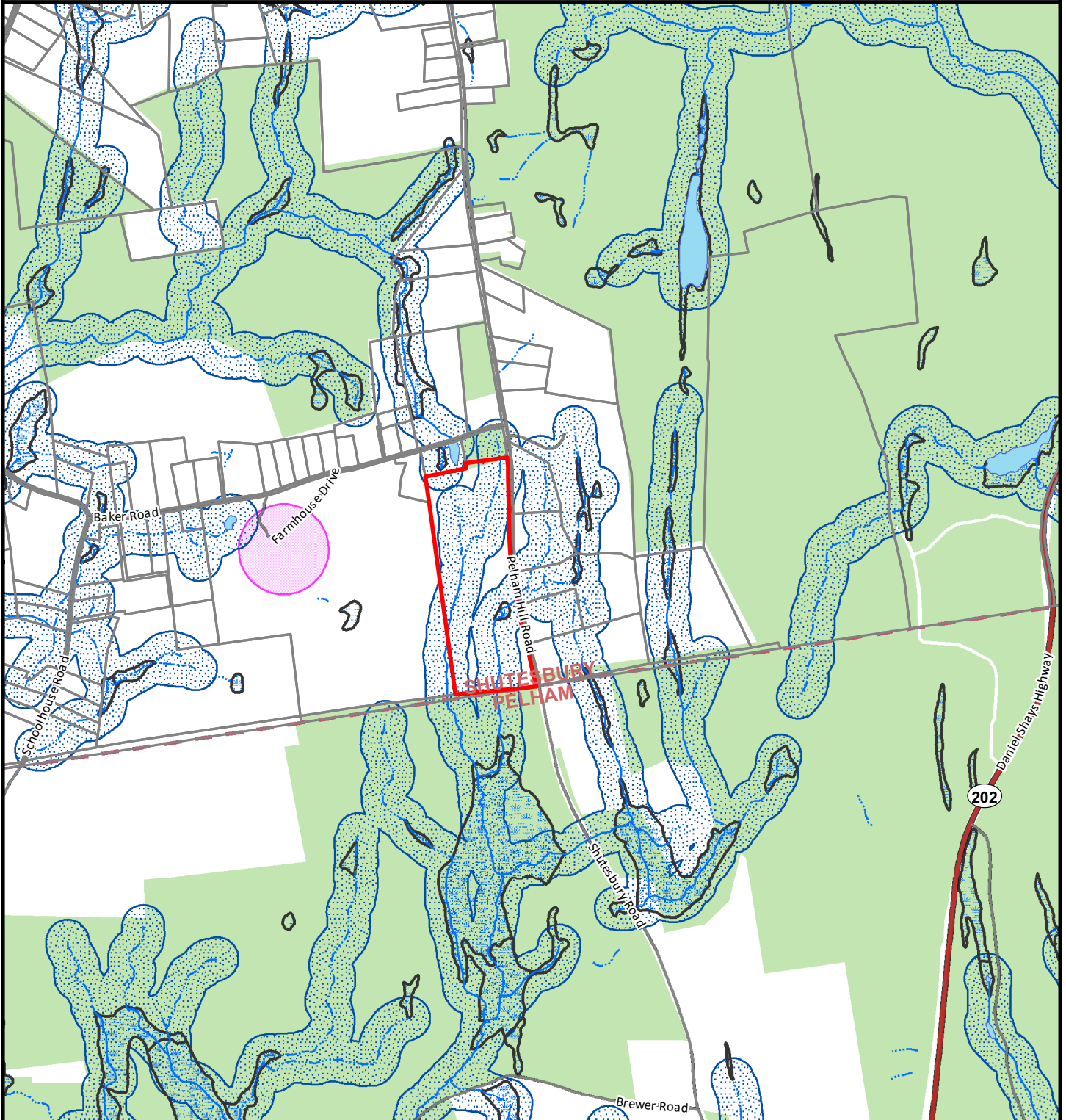
-  Subject Property
-  CAPS Top 40% Index of Ecological Integrity
-  Parcels
-  Town Boundary










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

**Pearson - 34 Acres
Water Protection**

Date Created: 10/28/2021



-  Subject Property
-  DEP Wetlands
-  Zone A Water Prot. Area
-  IWPA's
-  Protected_in_Perpetuity
-  Parcels
-  Town Boundary

0 660 1,320 Feet

