

Conservation Restriction

Baseline Documentation Report



Restriction ID Number: DFW1555

Restriction Name: Franklin Land Trust

Restriction Closing Date: 6/28/2019

Prepared for: Division of Fisheries and Wildlife

Prepared by: Doug Bruce, Native Habitat Restoration

Date of Report: 1/13/2020

Property Location: 49 South Longyard Road, Southwick, MA

Acreage: 61.314 acres

Copy Designation: Landowner Copy/ Agency Permanent Archive
Copy/Agency File Copy/ Field Office Copy

Table of Contents

Section I: Restriction Information

Restriction Information Summary	(see page 17)
Copy of Recorded Restriction	(see page 21)

Section II: Maps

Locus Map	(see page 23)
Color USGS Topo Map	(see page 23)
Color Ortho Photo	(see page 24)
Lidar Imagery Map	(see page 24)
Assessor's Map	(see page 25)
Driving Directions Map	(see page 25)
Survey Map	(see page 26)
Resource Map	(see page 26)
Monitoring Map	(see page 26)

Section III: Site Visit Report

Part A – General Information	(see page 29)
Part B – Current Property Conditions	(see page 30)
Part C – Boundary Conditions	(see page 31)

Section IV: Waypoints and Photographs

Waypoint and Route Map	(see page 34)
List of Waypoints and Documentary Photographs	(see page 35)
Documentary Photographs	(see page 37)

Section V: Affidavits

Baseline Preparer Affidavit	(see page 39)
Baseline Photographer Affidavit	(see page 40)
Acknowledgment of Baseline Conditions	(see page 41)

Section VI: Appendices

Letter of Transmittal	(see page 43)
Contractor's Qualifications	(see page 43)
Restriction History and Chronology	(see page 43)
Property Deed Copy	(see page 43)
Landowner Contact Log	(see page 43)
Landowner Correspondence	(see page 44)
Waypoints Attribute Table	(see page 44)
Management Plans	(see page 44)
Natural Heritage Program Rare Species Information	(see page 44)
Additional Appendices Required by Agency-Specific Addenda (<i>List as appropriate</i>)	

Section I: **Restriction Information Summary**

Agency-Designated Restriction ID Number(s): DFW1555

Agency-Designated Restriction Name: Franklin Land Trust CR

Other names for property, if applicable: North Pond, DFG South Longyard, FLT Southwick, Southwick WCE

Restriction Type: Conservation Restriction

Instrument Type: Taking

Property location/address: 49 South Longyard Road, Southwick, MA

Restriction acreage by restriction legal description: 61.314 acres

Contact Information

Restriction grantor: Franklin Land Trust, Inc.

Mailing address: 5 Mechanic Street, Shelburne Falls, MA 01370

Telephone number: 413-625-9151

Email address: info@franklinlandtrust.org

Current fee owner: Town of Southwick

Mailing address: 454 College Highway, Southwick, MA 01077

Telephone number: 413-569-3137

Email address: dclark@southwickma.net

Primary contact name: Dennis Clark

Relationship to landowner: Conservation Commission Coordinator

Mailing address: 454 College Highway, Southwick, MA 01077s

Telephone number: 413-575-2949

Email address: dclark@southwickma.net

Assessor and Registry Information

Assessor's map and parcel numbers: Map 99, Lot 38 (partial). The southwest corner of Lot 38 is not part of the CR.

Restriction Registry Information

Date Recorded: 6/28/2019

Registry: Hampden County

Book: 227332

Page: 457

Underlying Fee Interest Registry Information

From: Franklin Land Trust, Inc.

To: The Inhabitants of the Town of Southwick

Date Recorded: 6/28/2019

Registry: Hampden County

Book: 22732

Page: 485

From: South Longyard Holding Company, Inc.

To: Franklin Land Trust, Inc.

Date Recorded: 6/28/2019

Registry: Hampden County

Book: 22732

Page: 452

Property Description Registry Information: found in survey.

Survey Registry Information

Date Recorded: 6/28/2019

Prepared for: Franklin Land Trust, Dept. of Fish and Game, Town of Southwick

Registry: Hampden County

Plan Book: 386

Plan: 70

Are there any easements or rights of way on or over the property?

Details: utility easement

To: Western MA Electric Co. and NETT Co.

Date Recorded: 5/6/1958

Registry: Hampden County

Book: 2606

Page: 56

Details: storm drain easement

From: Zych

Date Recorded:

Registry: Hampden County

Plan Book: 311

Page: 110

Copy of Recorded Restriction

COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF FISH AND GAME

CONSENSUAL ORDER OF TAKING

OF

CONSERVATION RESTRICTION AND CONSERVATION EASEMENT

The Commonwealth of Massachusetts, acting by and through its Department of Fish and Game under the power and authority conferred by Section 15 of Chapter 15 of the Acts of 1996, Sections 2(26) and 8 of Chapter 21A, Chapter 79, sections 30, 31, 32 and 33 of Chapter 184 of the Massachusetts General Laws, as amended, acts in amendment thereof or in addition thereto, and any and every other power and authority to it granted or implied and for the purposes of said acts and of acquiring in perpetuity land and interests in land for fish and wildlife conservation, natural habitat protection, and associated public recreation consistent with and subject to the purposes of and subject to the legal protections afforded by Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, does hereby take in perpetuity a conservation restriction and conservation easement (hereinafter the "Conservation Restriction") on land owned by Franklin Land Trust, Inc. as more fully described in Exhibit A attached hereto and incorporated herein by this reference (hereinafter the "Premises").

MEANING AND INTENDING to take and hereby taking a conservation restriction and conservation easement in perpetuity in, on, and to the Premises described in a plan entitled "Plan of Land in Southwick, Massachusetts surveyed and mapped for Franklin Land Trust, Commonwealth of Massachusetts Department of Fish and Game, Town of Southwick" dated May 20, 2019, recorded in Hampden Registry of Deeds in Plan Book 386, Page 70 referenced in Exhibit A attached hereto, howsoever said Premises are bounded and described, for the purposes described herein, including the purposes of and subject to the provisions of Article 97 of the Amendments to the Massachusetts Constitution, and including for the purposes above-stated all such rights, including easements, privileges, and appurtenances of every name and nature, as may be

South Congregational Road
Southwick, Mass.

necessary to give full force, virtue, and effect in perpetuity to the restrictions on the use of said Premises, the rights taken by the Commonwealth as set forth in the following provisions, and the purposes and protections of Article 97 of the Amendments to the Massachusetts Constitution.

Specifically excluded from the Premises are a parking area, access road, and wellhead as shown on said Plan referenced in Exhibit A. This Conservation Restriction is subject to any valid prior recorded easement affecting Owner's fee simple interest.

The terms, conditions, and restrictions of this Consensual Order of Taking of Conservation Restriction and Conservation Easement shall be binding upon and inure to the Commonwealth of Massachusetts acting by and through its Department of Fish and Game and its Division of Fisheries and Wildlife (hereafter the "Commonwealth"), and the Franklin Land Trust, Inc. (hereinafter the "Owner"), and their respective successors and assigns.

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

I. Purposes

This Conservation Restriction is defined in and authorized by Sections 30, 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purposes of this Conservation Restriction are to assure that, while permitting uses described in Section III herein, the Premises will be subject to the prohibitions described in Section II hereof so that the Premises are retained in perpetuity predominantly in their natural, scenic, and open condition for fish and wildlife conservation, native habitat protection, management for biodiversity protection as described in Section I herein, associated public outdoor recreation, and other conservation uses consistent with the spirit and intent of and subject to the protections of Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, to prevent any use of the Premises that will significantly impair or interfere with the conservation values thereof, and to allow public access for the enjoyment of the wildlife and open space resources of the Premises as specifically provided for herein.

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

1) The premises consist of approximately 61.314 of land in the central part of Southwick characterized by a variety of habitats including pristine lakefront and wooded ridges with a mix of central hardwoods (oak, hickory) interspersed with white pine.

2) The premises has habitat for Eastern Whip-poor-will (*Caprimulgus vociferous*), a species of Special Concern. There is one Certified and one Potential Vernal Pool. BioMap2 Critical Natural Landscape covers 20% of the premises.

3) The Premises are situated in an area which is experiencing an increasing level of residential land development. This conservation land is an important and valuable public resource in an area where the remaining open space is being rapidly consumed by such residential development. The preservation of the 61.314-acre Premises, by prohibiting development, will further protect and enhance the area's scenic and open space attributes and the recreational, human enjoyment, and ecological value of this conservation land.

4) The Premises will provide an additional protected buffer for the natural and biological resources of the adjacent Southwick Wildlife Management Area and North Pond.

5) Protection of the Premises will allow the public to access and enjoy its ecological, scenic and passive outdoor recreational values, including access to North Pond.

Owner and the Commonwealth agree that the specific conservation values of the Premises shall be documented in a Baseline Documentation Report on file with Owner and the Commonwealth and incorporated herein by this reference (hereinafter the "Report"). The Report shall consist of documentation which the Owner and the Commonwealth agree provides, collectively, an accurate representation of the condition and the conservation values of the Premises at the time this grant of Conservation Restriction is recorded and which is intended to serve as an objective baseline for monitoring compliance with the terms of this Conservation Restriction.

II. Prohibited Acts and Uses

In order to carry out the purposes set forth in Section I above, the Premises will at all times be held, used, and conveyed subject to the following restrictions and covenants,

and Owner and Owner's successors and assigns will not perform or permit the following acts or uses on, over, or under the Premises:

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

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

3) Placing, filling, storing, or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, or any other substance or material whatsoever including but not limited to underground storage tanks. In the event such unauthorized placing, filling, storing, or dumping occurs, Owner will remediate the site and to remove all unauthorized materials.

4) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat.

5) Use of automobiles, trucks, mountain bikes, motorcycles, motorized trail bikes, all-terrain vehicles, and snowmobiles, or any other motorized vehicle, except as permitted under Sections III and IV.

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

7) Storage or application of pesticides, herbicides, insecticides, fungicides, or other chemicals or materials.

8) Installation and maintenance of groundwater extraction wells and associated equipment.

9) Intentional introduction, establishment, or enhancement of plant, animal, insect, or other species not native to the Commonwealth of Massachusetts, whether by planting, releasing, cultivation, maintenance, or other activity.

10) Use of the Premises or any portion thereof to satisfy zoning requirements or to seek variances therefrom for development purposes.

11) Collecting of artifacts and the granting of permission for artifact collecting, either from the surface or the subsurface of the Premises, including for archaeological investigations.

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

III. Permitted Uses

Notwithstanding anything contained in Section II, the following acts and uses by Owner and Owner's successors and assigns are permitted but only to the extent such acts and uses do not materially impair the purposes of this Conservation Restriction, and are in compliance with any notice or permission requirements as set forth herein:

1) Maintenance of woods roads, bridges, culverts, fences, gates, and stone walls existing on the date this Conservation Restriction is signed, and the construction of gates and installation of stone barriers thereon, subject to guidelines for woods roads as described in the Massachusetts Forestry Best Management Practices Manual referenced in Exhibit B attached, and the periodic use of motorized vehicles, if and as necessary only for said maintenance, repair, replacement and construction.

2) For the purpose of conducting a permitted timber harvest, relocation of woods roads and the construction of new woods roads and stone barriers with the written approval of the Commonwealth and subject to guidelines for woods roads referenced in Section III, paragraph 1 above.

3) Recreational use of the Premises by the general public for passive outdoor recreational activities such as hiking, cross-country skiing, hunting, fishing, trapping,

wildlife observation, and similar non-motorized outdoor recreational activities not inconsistent with the purposes of this Conservation Restriction.

4) Cutting, pruning, mowing, and removal of trees, shrubs, and other vegetation to remove hazards, diseased trees, or insect damage.

6) Use of motorized vehicles for (a) non-recreational activities expressly authorized under Sections III and IV herein, (b) as required by the Commonwealth to carry out its duties, rights, and responsibilities under this Conservation Restriction, (c) as required by the police, firefighters, and other public safety officials in carrying out their lawful duties including maintenance of recreation areas; and (d) as required for compliance with the American with Disabilities Act.

7) Construction, relocation, erection, and maintenance of signs (a) describing prohibited or permitted uses of the Premises, (b) identifying trail locations, property boundaries, natural features, and similar information, and (c) identifying the Owner of the Premises and the holder of this Conservation Restriction. "No Trespass" signs may not be used, installed, or maintained on the Premises without prior written approval of the Commonwealth. Any signs that are not in compliance with this paragraph may be removed at any time by the Commonwealth.

8) Control, management, and eradication of species not native to Massachusetts, particularly those species commonly identified as invasive species, under a Non-Native Species Control Plan approved by the Commonwealth.

9) Archaeological investigations and activities, including without limitation surveys, excavation, and artifact retrieval conducted under the direction of a qualified organization or person, following submission of an archaeological field investigation plan and written approval thereof by (a) the Commonwealth and (b) the State Archaeologist of the Massachusetts Historical Commission, and in accordance with Massachusetts 950 CMR 70.00.

10) Clearing and maintenance of existing trails as shown on Exhibit C. Existing trails shall be in their natural condition, unpaved, and no greater than a three-foot wide by eight-foot high trail corridor. Owner shall use accepted trail management standards to minimize erosion and harm to adjacent natural resources. No new trails may be constructed or rerouted without the prior written approval of the Commonwealth. In

reviewing any request for construction or rerouting of new trails, the Commonwealth shall consider (a) protection of natural resources on the Premises, (b) overall density of trail system, and (c) any potential threat to the habitat on the adjacent Wildlife Management Area and shall generally favor less developed rather than highly developed trail attributes.

11) Cultivation and harvest of forest products in accordance with the notification and approval requirements and management standards for biodiversity, management planning, and forest cutting practices, all as described in the attached Exhibit B.

12) Conveyance of the Premises in its entirety, except subject to the provisions of Section VI.

13) Conveyance of part or a portion of the Premises, or division or subdivision of the Premises, except subject to the provisions in Section VI, may be allowed with the prior written consent of the Commonwealth in its sole discretion, and may require that one or more new conservation restrictions be recorded to specifically describe the Premises in any divided or subdivided configuration as a condition of such consent.

14) Commercial, institutional, or industrial use, subject to the prior written consent of the Commonwealth in its sole discretion, if such use is found to be not inconsistent with the purposes of the Conservation Restriction.

15) Construction, installation, maintenance and repair of underground pipes for transporting and delivering drinking water in a 30' wide by 3,046' long pipeline corridor adjacent to the eastern and southerly property line of the Premises and running from South Longyard Road to Babb Road, as shown on Exhibit A. Any disturbance of the surface shall be restored with native grasses. The Owner shall design, construct and maintain said drinking water distribution infrastructure in accordance with Massachusetts Department of Environmental Protection current Drinking Water Supply Regulations and in a manner to avoid or minimize adverse impacts to the conservation values protected by this Conservation Restriction, as specified in Section I. Initial design and installation plans shall be submitted to the Commonwealth for its review and approval, which approval shall not be unreasonably withheld, at least thirty (30) business days prior to commencement of any work on the Premises. Maintenance of the pipeline corridor beyond routine mowing shall require submittal of a maintenance plan to the

Commonwealth for its review and approval, which approval shall not be unreasonably withheld at least 30 business days prior to commencement of any maintenance work on the pipeline corridor. The temporary installation of operations facilities, equipment and vehicle storage within said corridor for the transport and delivery of drinking water shall be Prohibited, except without the express written consent of the Department of Fish and Game.

The exercise of any permitted activity or use by Owner under this Section III shall be in compliance with the then current Zoning Bylaw applicable to the Premises, the Wetlands Protection Act (M.G.L. c.131, s.40), and all other applicable federal, state, and local environmental protection and other laws and regulations, and Owner agrees not to seek a variance therefrom for development purposes without written consent of the Commonwealth.

The inclusion of any permitted activity or use in this Section III requiring a permit from a governmental agency does not imply that the Commonwealth takes any position on whether such permit should be issued.

Any activity or use not permitted herein is prohibited without the express written consent of the Commonwealth, said consent not to be unreasonably withheld so long as said activity or use is not inconsistent with the purposes and provisions of this Conservation Restriction. Any request by Owner for approval of such an activity or use shall contain a detailed description of why Owner believes that such activity or use is not inconsistent with the conservation purposes of this Conservation Restriction. In the event that the Commonwealth disapproves the requested activity or use, the Commonwealth shall provide a detailed written explanation of why the Commonwealth has determined that said activity or use is inconsistent with the conservation purposes of this Conservation Restriction.

IV. Access

Owner hereby agrees that the Commonwealth, acting through its officers, directors, employees, representatives, contractors, and agents, shall have and hereby consensually takes the right to enter and traverse the Premises at reasonable times and in a reasonable manner, including access by foot or by motorized vehicle, to inspect the

Premises, determine compliance with the terms of this Conservation Restriction, and prevent, remedy or abate any violations thereof.

Owner also agrees that the Commonwealth, acting through its officers, directors, employees, representatives, contractors and agents, shall also have and hereby consensually takes the right to enter and traverse the Premises, with the prior written consent of Owner, such consent not to be unreasonably withheld, at the Commonwealth's sole expense perform acts to preserve, conserve, study, and promote the natural habitat of wildlife, fish, plants, and other native species located on the Premises or on nearby properties.

Owner further agrees that the Commonwealth, acting through its officers, directors, employees, representatives, contractors, and agents, shall also have and hereby takes the right to enter and traverse the Premises, with the prior written consent of Owner, such consent not to be unreasonably withheld, at the Commonwealth's sole expense, to carry out rare species and natural community research, including but not limited to (a) locating, collecting samples, and otherwise studying and documenting, (b) conducting biological surveys of, (c) monitoring, and (d) managing any rare species, vernal pools, rare species habitat, and natural communities which may exist on the Premises.

Owner further agrees that this Conservation Restriction also takes for the Commonwealth the right to permit the general public to enter upon and traverse the Premises for passive outdoor recreational activities such as hunting, fishing, hiking, wildlife observation, and similar uses by the general public provided that such activities (a) do not involve the use of motorized vehicles (except as may be required by law), (b) are not detrimental to or violate the terms of this Conservation Restriction, and (c) do not unreasonably interfere with Owner's permitted uses of the Premises. Points of entry for public access, including for motor vehicle parking shall be located off of the Premises

Said Director otherwise shall determine the terms and conditions of public access, which may take the form of regulation. Owner may petition the Director to modify public access to the Premises for cause pursuant to the reasons set forth above.

Owner further agrees that this Conservation Restriction also takes for the Commonwealth the right to erect signs on the Premises in accordance with the signage restrictions set forth in Section III (7).

V. Legal Remedies of the Commonwealth

Owner hereby agrees that the rights hereby consensually taken by the Commonwealth include the right of the Commonwealth to take any reasonable actions with respect to the Premises as may be necessary or appropriate to enforce the terms and provisions of this Conservation Restriction and to remedy, abate or otherwise take action against any violations thereof. These rights hereby taken by the Commonwealth include, but are not limited to, the right to enforce the terms and provisions of this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including without limitation relief requiring restoration of the Premises to the condition thereof at the time of this grant as documented in the Baseline Documentation Report, it being agreed by Owner that the Commonwealth may have no adequate remedy at law.

These rights shall be in addition to and not in limitation of any other rights and remedies available to the Commonwealth.

When exercising these legal rights of enforcement, the Commonwealth shall, except in emergency circumstance, provide reasonable notice to Owner of any violation of this Conservation Restriction and of the Commonwealth's intent to take legal action pertaining thereto, in order to provide Owner with an opportunity to address or otherwise correct said violation.

If the Commonwealth obtains judgment from a court of law ruling that Owner has violated any of the terms and provisions of this Conservation Restriction, Owner hereby agrees to and shall reimburse the Commonwealth for all reasonable costs and expenses incurred in connection with obtaining and enforcing said judgment, including reasonable counsel fees and costs. Notwithstanding the foregoing, the Owner shall not be liable for the intentional acts of others. Owner acknowledges that it has a duty to control trespassers that cause harm (e. g., dumping of waste materials) to the conservation values of the Premises.

If any provision of this Conservation Restriction shall to any extent be held invalid,

the remainder shall not be affected. By its acceptance hereof, the Commonwealth does not undertake any liability or obligations relating to the condition of the Premises.

The Commonwealth shall be responsible for the actions of its employees, agents, and representatives on the Premises, but otherwise bears no responsibility for any other actions or lack thereof; nor does the Commonwealth undertake any liability or obligations relating to public access or the condition of the Premises or any damages arising from such public access or condition.

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

VI. Subsequent Transfers

Owner agrees to incorporate by reference the terms and provisions of this Conservation Restriction in any deed or other legal instrument by which Owner divests itself of any interest in all or a portion of the Premises, including without limitation a leasehold interest. Owner further agrees to give written notice to the Commonwealth of the proposed transfer of any such interest at least thirty (30) days prior to the date of such transfer. The failure of Owner to provide said notice shall not impair the legal validity of this Conservation Restriction nor limit the enforceability thereof in any way. Notwithstanding this provision, the Commonwealth acknowledges that the Owner intends to immediately transfer its interest to the Town of Southwick and consent is hereby deemed given for said transfer only and not any subsequent transfer.

VII. Representations of the Commonwealth

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

VIII. Required Notification, Consent & Approvals

1) Owner shall notify the Commonwealth in writing at least thirty (30) days prior to undertaking any action not otherwise addressed in this Conservation Restriction which may adversely affect the conservation interests associated with and protected by this Conservation Restriction, except in the case of an emergency, in which circumstance notice shall be given as soon as practical after the emergency.

2) Whenever notification by Owner or the Commonwealth is required under the provisions of this Conservation Restriction, such notice shall be given in writing not less than thirty (30) days prior to the date the notifying party intends to undertake the activity in question.

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

Unless otherwise agreed in writing by both the Owner and the Commonwealth, any written notice required hereunder shall be sent by certified mail, return receipt requested, postage prepaid, to the following addresses:

OWNER: Franklin Land Trust, Inc.
5 Mechanic Street
Shelburne Falls, MA 01370

COMMONWEALTH:
Chief of Wildlife Lands
Division of Fisheries and Wildlife
1 Rabbit Hill Road
Westborough, MA 01581-9990

Copy to: District Manager
Connecticut Valley Wildlife District Office
341 East St.
Belchertown, MA 01007

Owner and the Commonwealth herein acknowledge that subsequent to the recording by the Commonwealth of this Consensual Order of Taking of Conservation Restriction, Owner's remaining fee ownership of the Premises is to be conveyed subject to this Conservation Restriction to the Town of Southwick, Massachusetts to be held, used, and protected by the Town of Southwick, Massachusetts for conservation purposes consistent with the terms and provisions of this Conservation Restriction. Accordingly, the notification address for the Town of Southwick, Massachusetts is:

Town of Southwick
454 College Highway
Southwick, MA 01077

IX. Proceeds from Extinguishment

Owner and the Commonwealth agree that this Conservation Restriction gives rise to a property right, immediately vested in the Commonwealth, with a proportionate ownership value of 20% of appraised fair market value of the Premises at the time of this grant of Conservation Restriction. Such proportionate value of the Commonwealth's property right shall remain constant.

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

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

All related expenses incurred by Owner and the Commonwealth shall first be paid out of any recovered proceeds and the remaining proceeds shall be distributed between the Owner and the Commonwealth in shares equal to such proportionate value.

The Commonwealth shall use its share of the proceeds in a manner consistent with the conservation purposes set forth herein.

X. Costs and Liabilities

Owner retains all responsibilities and shall bear all costs of any kind related to the ownership, operation, upkeep, and maintenance of the Premises, including the payment of all taxes and assessments and conformance with all applicable federal, state, and local laws and regulations.

XI. Amendments

This Conservation Restriction may be amended by agreement of both Owner and the Commonwealth, or their successors-in-interest, but only insofar as the amendment is intended to and does further the conservation purposes of this Conservation Restriction and does not violate Article 97 of the Amendments to the Massachusetts Constitution.

If an amendment is made, the Commissioner of the Department of Fish and Game shall execute a written confirmation concluding that said amendment meets this criterion and explaining in detail the reasons for this conclusion.

Any amendment shall be in writing, signed under seal, and recorded in the appropriate Registry of Deeds along with the written confirmation described above.

XII. Binding Effect

The burdens of this Conservation Restriction shall be deemed to run with the Premises in perpetuity and in gross and shall be binding upon and enforceable against Owner, Owner's successors and assigns, and all future owners of any interest in the Premises.

This Conservation Restriction shall be subject to Article 97 of the Amendments to the Massachusetts Constitution.

The Commonwealth is authorized to record and file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction and the full legal applicability of said Article 97, and Owner hereby appoints the Commonwealth as its attorney-in-fact to execute, acknowledge, deliver and record any

such notices and instruments on its behalf. Without limiting the foregoing, Owner agrees to execute any such instruments upon the request of the Commonwealth.

XIII. Severability

If any provision of this Conservation Restriction shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Conservation Restriction shall not be affected.

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

<u>Supposed Owners</u>	<u>Award</u>
Franklin Land Trust, Inc.	\$1,000,000

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

The balance of this page has intentionally been left blank.

IN WITNESS WHEREOF, the Commonwealth of Massachusetts has caused these presents to be executed in its name and on its behalf by Ronald S. Amidon, Commissioner of the Department of Fish and Game, herewith duly authorized, who does hereunto set his hand and seal this 17th day of June, 2019.

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF FISH AND GAME

By: 

Ronald S. Amidon, Commissioner
251 Causeway Street Suite 400
Boston, MA 02114

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss June 17, 2019

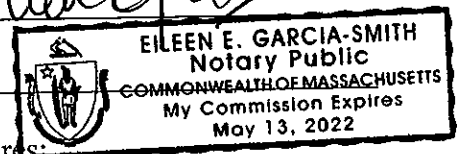
On this day before me, the undersigned Notary Public, personally appeared the above-named Ronald S. Amidon, proved to me through satisfactory evidence of identification which was personal knowledge of identity, to be the Commissioner of the Department of Fish and Game of the Commonwealth of Massachusetts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

Notary Public: 

Print Name: _____

My Commission Expires: _____

SEAL



AGREEMENT OF ASSENT

Franklin Land Trust, Inc, Owner of the real property described in Exhibit A attached hereto on which this Conservation Restriction is herein consensually taken by the Commonwealth, hereby acknowledges that this Conservation Restriction contains 1) certain duties and obligations that the Franklin Land Trust, Inc. as Owner is required to comply with and carry out, and 2) certain rights taken by the Commonwealth such as development and use rights, public access rights, and the right to monitor and enforce the terms of this Conservation Restriction in order to effectuate the purposes thereof.

As Executive Director of the Franklin Land Trust, Inc. and acting pursuant to authority set forth in Clerk's Certificate dated April 19, 2019 and recorded in the Franklin County Registry of Deeds in Book 7353 at Page 332, I, Thomas S. Curren, the undersigned acting on behalf of the Franklin Land Trust, Inc. its successors and assigns as Owner of said premises hereby expressly agree to the terms of this Conservation Restriction, agree to fully and completely comply with and carry out said duties and obligations, and expressly assent to the rights of the Commonwealth taken herein and to the taking of these rights via this consensual eminent domain taking of Conservation Restriction.

Signed as a sealed instrument under the pains and penalties of perjury this 28 day of June, 2019.

FRANKLIN LAND TRUST, INC.

By: Thomas S. Curren
Thomas S. Curren, Executive Director

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss. June 28, 2019

On this day before me, the undersigned Notary Public, personally appeared the above-named Thomas S. Curren as Executive Director of the Franklin Land Trust, Inc., proved to me through satisfactory evidence of identification which was PER KNOWLEDGE to be the person whose name is signed above, and who swore or affirmed to me that the contents of the foregoing AGREEMENT OF ASSENT are truthful and accurate to the best of his knowledge and belief and acknowledged to me that he signed the foregoing instrument voluntarily as President of said Franklin Land Trust, Inc. for its stated purpose.

J.P.
Notary Public: [Signature]

SEAL

Print Name: EDWARD M. EVANS

My Commission Expires: 11/15/21

EXHIBIT A

Attached to and incorporated within that certain Consensual Order of Taking of Conservation Restriction and Conservation Easement by the Commonwealth of Massachusetts Department of Fish and Game on land on the southerly side of South Longyard Road in Southwick, Hampden County, MA owned by the Franklin Land Trust, Inc. and bounded and described as follows:

That certain parcel of land shown on Plan entitled "Plan of Land in Southwick, Massachusetts Surveyed and Mapped for Franklin Land Trust, Department of Fish and Game, Town of Southwick", dated May 20, 2019, Scale 1" = 200', prepared by R. Levesque Associates, Inc., Westfield, MA 01086, recorded in the Hampden County Registry of Deeds in Plan Book 386 at Page 20, and containing 62.36 acres, more or less, as shown on said Plan.

EXCEPTING AND EXCLUDING, HOWEVER, from the above-described premises the areas shown on said Plan as Parking Area [.23 acre], Access Corridor [.316 acre], and well site [.5 acres].

The premises covered by said Conservation Restriction contain 61.314 acres, more or less.

Subject to the following encumbrances:

1. Utility easement to Western Massachusetts Electric Company and New England Telephone and Telegraph Company, dated May 6, 1958 and recorded in said Registry in Book 2606 at Page 56.
2. Storm Drain Easement shown on subdivision plan dated September 1998 and recorded in said Registry in Plan Book 311 at Pages 109 & 110.
3. Easement agreement David G. LaVoice dated June 30, 1999 and recorded in said Registry in Book 10893 at Page 515.
4. Easement Agreement with Stanley M. Zych and Evelyn C. Zych dated June 30, 1999 and recorded in said Registry in Book 10893 at Page 518.
5. Boundary Line Agreement with David G. LaVoice, dated June 30, 1999 and recorded in Book 10893 at Page 524.
6. Boundary Line Agreement with Stanley M. Zych dated June 30, 1999 and recorded in said Registry Book 10893 at Page 518.

7. Such storm water, drainage and access easements as are shown on the afore-referenced Plan.

FOR SUPPOSED OWNER'S TITLE, see deed from South Longyard Holding Company, Inc. to Franklin Land Trust, Inc., dated June 28, 2019 and recorded in the Hampden County Registry of Deeds in Book 22732 at Page 452

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

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

OBJECTIVES:

- 1) Apply current and generally accepted scientific principles from the current Massachusetts Forestry Best Management Practices Manual (Kittredge & Parker, second edition 2013) and subsequent versions if approved by the Commonwealth (the "Manual") to conserve soil and water quality on managed forestlands.
- 2) Apply current and generally accepted scientific principles for native biodiversity conservation as standards on managed forestlands.

STANDARDS:

This Exhibit describes the management planning, review, approval, and cutting practices standards for the cultivation and harvest of forest products (collectively, "Standards") permitted under Section III of this Conservation Restriction. Forest management activities carried out by Owner in compliance with this Section III Paragraph 9 herein shall be deemed by the Commonwealth to not materially impair the purposes of this Conservation Restriction.

All forest cultivation and harvest activities shall be carried out in accordance with (a) the Standards; (b) a forest management plan prepared and approved in accordance with the Standards ("Forest Management Plan"); (c) Massachusetts forest management and conservation statutes and regulations as may be enacted or promulgated from time to time, including but not limited to M.G.L. c. 132; (d) a forest cutting plan approved in writing by the Commonwealth and approved in writing or determined to be exempt by the Department of Conservation and Recreation pursuant to M.G.L. c. 132; and (e) all required best management practices and all recommended activities and guidelines in the Manual.

Unless Owner seeks, and the Commonwealth grants, express written approval to conduct other forestry activities, Owner shall conduct only those activities consistent with and authorized by the approved Forest Management Plan.

Forest Management Planning Standards

Before any harvest of forest products occurs on the Premises, Owner shall prepare an initial forest management plan covering a period of at least ten (10) years. A Forest Management Plan prepared in compliance with M.G.L. c. 61, together with such additional information necessary to qualify it as a forest stewardship and green certification plan eligible for cost-sharing reimbursement under the Department of Conservation and Recreation Forest Stewardship Program, may meet the requirements of the Standards, however, the forest management plan shall contain at a minimum the following elements:

1. Owner, property, and preparer information, including owner names, mailing address, property location, plan preparer name and Massachusetts Forester license number, and plan preparer mailing address.
2. List of lots or parcels, including Assessor Map and Lot numbers, deed book and page numbers, total acres, and acres included in the management plan for each lot or parcel.
3. A book and page reference to the recording of this Conservation Restriction and a summary of the conservation values and purposes contained in Section I hereof.
4. History of land, including dates of acquisition, management, status of boundary marking, and forest management practices conducted over the last 10 years.
5. Stewardship planning information, including a description of natural and cultural features, long term goals (including a description of how these goals will protect and enhance the conservation values and purposes described in the Section I of this Conservation Restriction), and the ability to accomplish such goals.
6. Property overview, regional significance, and management summary, including a description of landscape setting and eco-regional factors, property and land-use history, bedrock, soil, hydrology, climate and vegetation features, history of disturbance (timber harvesting, agricultural clearing, wildlife habitat creation, damage by natural event, etc.), and an assessment of how management of these lands might impact the local and regional rural economy.
7. Map showing locus of property on a topographic map.
8. Map showing boundaries of forest stands by forest cover type, including wetlands, streams, roads, property boundaries, and cultural features.

9. Stand descriptions for each identified forest stand, including stand number, cover type, acres, size class or mean stand diameter, basal area/acre, volume/acre, volume growth rate, and site index. The description shall state the field method utilized for volume, volume growth rate, and site index.
10. Stand narratives describing each stand including management history, access issues, presence of invasive species, pests or pathogens, soils, slopes, unique natural communities, cultural features, desired future condition, aesthetic quality, protection from fire, and any additional property-specific details related to forest stewardship issues. The narrative shall provide the name of the soil type and characteristics including moisture, drainage, and productivity, and shall identify the presence of any highly erodible soils or any slopes greater than 30%. The narrative shall identify and describe unique natural communities that meet the following definition: Areas designated to serve one or more of three purposes: (a) to establish and/or maintain an ecological reference condition; or (b) to create or maintain a representative system of protected areas; or (c) to serve as a set of refugia for species, communities, and community types. The narrative shall describe cultural features such as cellar holes, stone walls, and known Native American cultural features such as camp sites and trails. The narrative description of the desired future condition shall include a management vision of the future forest landscape within a specified time-frame including a description of the desired structural or compositional condition by identifying, at a minimum, species, age class distribution, future product potential, and other desired ecological features.
11. Current condition of property boundaries and method and schedule for marking or maintaining boundary marking.
12. Management practices schedule for each stand including stand number and forest cover type, silvicultural treatment or USDA NRCS forestry-related practice, acreage of practice, basal area and volume to be removed by practice, timing for practice by year, and a narrative description describing the specific objectives of each practice and special considerations such as erosion control, habitat protection, access, cultural feature protection, timing, and timber harvesting methods and equipment (e.g., non-mechanized manual felling, mechanized cut-to-length felling, skidder, forwarder).

13. Monitoring process and schedule, including a description of who will be responsible for completing the monitoring, what they will be monitoring, and the timing and/or frequency of the monitoring. Monitoring results such as regeneration failure, exotic insect infestation, damage from natural events-wind, ice, etc. may necessitate amendments to the management plan.
14. Design, location, and details for the construction or relocation of any proposed improvements referenced in Section III of this Conservation Restriction and Conservation Easement.

Said initial and all subsequent Forest Management Plans shall be prepared or updated by a Massachusetts-licensed forester chosen jointly by Owner and the Commonwealth, which forester shall hold a license to practice forestry under the provisions of 302 CMR 14.00 *et seq.*, as promulgated pursuant to M.G.L. c.132, sections 47 through 50, or as amended. Owner shall update said Forest Management Plan at least every ten (10) years thereafter. In the event an approved Forest Management Plan covering a period no longer than ten (10) years is in place at the time this Conservation Restriction and Conservation Easement is recorded, these requirements shall apply no later than the expiration date of said plan.

When Owner begins preparation of the initial and all subsequent Forest Management Plans, Owner shall notify the Commonwealth in writing of such preparation and of the opportunity for the Commonwealth to advise Owner of any habitat protection or enhancement projects that the Commonwealth intends to carry out on the Premises during this 10-year Forest Management Plan pursuant to Section IV so that Owner and the Commonwealth can coordinate their respective activities and include Commonwealth activities pursuant to Section IV as part of the Forest Management Plan, or to suggest certain habitat improvement management activities for Owner's consideration. The Commonwealth agrees to make good faith efforts to advise Owner of such Section IV activities during this forest management plan preparation so that Owner's and the Commonwealth's activities can be coordinated and integrated to the maximum extent feasible.

Immediately upon completion of the initial and all subsequent Forest Management Plans, Owner shall submit a copy thereof to the Commonwealth for review and written approval by a Division of Fisheries & Wildlife Forester and by the Natural Heritage &

Endangered Species Program. The Commonwealth shall within thirty (30) days of submittal review the Forest Management Plan or any revisions or updates thereof for compliance with the purposes of this Conservation Restriction and the Standards described in this Exhibit. Such plan and any revisions or updates thereto shall be subject to the approval of the Commonwealth for compliance with all terms of this Conservation Restriction. If the Commonwealth's anticipated Section IV activities are not already included as part of the plan submitted for approval, the Commonwealth shall within such thirty (30) day period provide Owner with a written description of any anticipated Section IV activities.

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

Forest Cutting Planning Standards

Owner shall submit a forest cutting plan to the Department of Conservation and Recreation in conformance with section 42 of M.G.L. c.132 and to the Commonwealth for review and written approval by a Division of Fisheries & Wildlife Forester and the Natural Heritage & Endangered Species Program at least thirty (30) days prior to any forestry activities being carried out on the Premises. In the event that the Department of Conservation and Recreation determines in writing that the activity is exempt under M.G.L. c.132, written approval of the forest cutting plan is still required under this Conservation Restriction. For any forest cutting plan, the Commonwealth shall within thirty (30) days of submittal review such plan for compliance with (a) the purposes of this Conservation Restriction, (b) the forest management plan described above, (c) the Manual, and (d) the Standards described herein, which approval not to be unreasonably withheld. Owner shall conduct only those activities consistent with and authorized by an approved forest cutting plan.

Forest Cutting Practices Standards

- 1) Conduct all forest cutting operations under an approved M.G.L. c. 132 forest cutting plan and in compliance with any/all applicable federal, state, and/or local regulations. Provide a copy of such plan to the DFW Natural Heritage & Endangered Species Program at least thirty (30) days prior to the start of cutting for review of potential impacts on state-listed species and priority natural communities. Implement all mitigation measures provided by the Commonwealth to limit impacts on state-listed species and priority natural communities. Upon the request of Owner, the DFW Natural Heritage & Endangered Species Program may assist Owner, at Commonwealth's expense, to locate and map all habitats for state-listed species and priority natural communities within a proposed harvest area.
- 2) Establish and maintain woods roads and landing areas according to both required best management practices and to the maximum extent practicable and feasible recommended guidelines in the Manual.
- 3) Retain buffer strips along roads and filter strips along riparian areas according to both required best management practices and to the maximum extent practicable and feasible recommended guidelines in the Manual.
- 4) Avoid wetland resource area crossings during forest cutting operations if possible, establish and maintain stream crossings for logging machinery, and operate machinery within wetlands only when necessary and in strict compliance with both required best management practices and to the maximum extent practicable and feasible recommended guidelines in the Manual.
- 5) Locate and map all vernal pools within a proposed harvest area and conduct forest cutting operations in strict compliance with both required best management practices and recommended guidelines in the Manual for certified vernal pools. Upon the request of Owner, the DFW Natural Heritage & Endangered Species Program may assist Owner, at Commonwealth's expense, to locate, map and certify all vernal pools within a proposed harvest area.
- 6) Retain some woody material on the ground and a portion of the live overstory tree canopy during all forest cutting operations with the exception that no overstory retention is required for aspen coppice regeneration cuts approved by the Commonwealth. Both woody material retention and overstory tree canopy retention should typically increase on more severe slopes (Table 1). Retention should include one or more standing, full-crowned trees $\geq 14"$ dbh per acre, small woody material $< 6"$ in diameter, and large woody material $> 14"$ in diameter whenever possible.
- 7) When harvesting in oak forests or in mixed-species forests containing overstory oak trees, secure adequate regeneration of oak seedlings (typically > 20 seedlings/acre $> 4'$ tall, or a total combined height of 100 linear feet per acre of oak seedlings $< 1"$ dbh) prior to removing all of the dominant overstory oak trees within the harvest area. Retain occasional (an average of one per ha [2.5 ac]) large diameter ($> 14"$ dbh), full-crowned oaks as legacy trees for mast production whenever possible (large oak trees of low merchantability are acceptable).

- 8) When harvesting in northern hardwood forests or in mixed-species forests containing full-crowned, overstory black cherry and/or American beech, retain occasional (an average of one per ha [2.5 ac]) large diameter ($>14''$ dbh), full-crowned black cherry and/or American beech as legacy trees for mast production whenever possible (large trees of low merchantability are acceptable, although legacy American beech trees should be relatively free of beech scale).

Table 1. Retention standards

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

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

Retain live trees in ≥ 3 groups per ha (2.5 ac) when possible, consisting of sound, relatively wind-firm trees, and existing den trees and/or snag trees when possible. Retain both live [mature] mast-producing hardwoods, including oak, black cherry, and/or scale-free American beech and cover-producing softwoods including hemlock, white pine, and or spruce where possible. Retain some large downed woody material in or near retained groups when possible. On slopes $> 30\%$ a waiting period of ≥ 5 years must elapse before another cut is made.

DEFINITIONS:

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

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

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

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

Legacy: A tree identified for retention throughout its natural life that will ultimately become a snag tree and later provide large woody material.

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

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

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

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

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

Exhibit C: Existing trails

Legend

- Trail
- Boundary
- Parking & Access
- Well Head



Section II: **Maps**

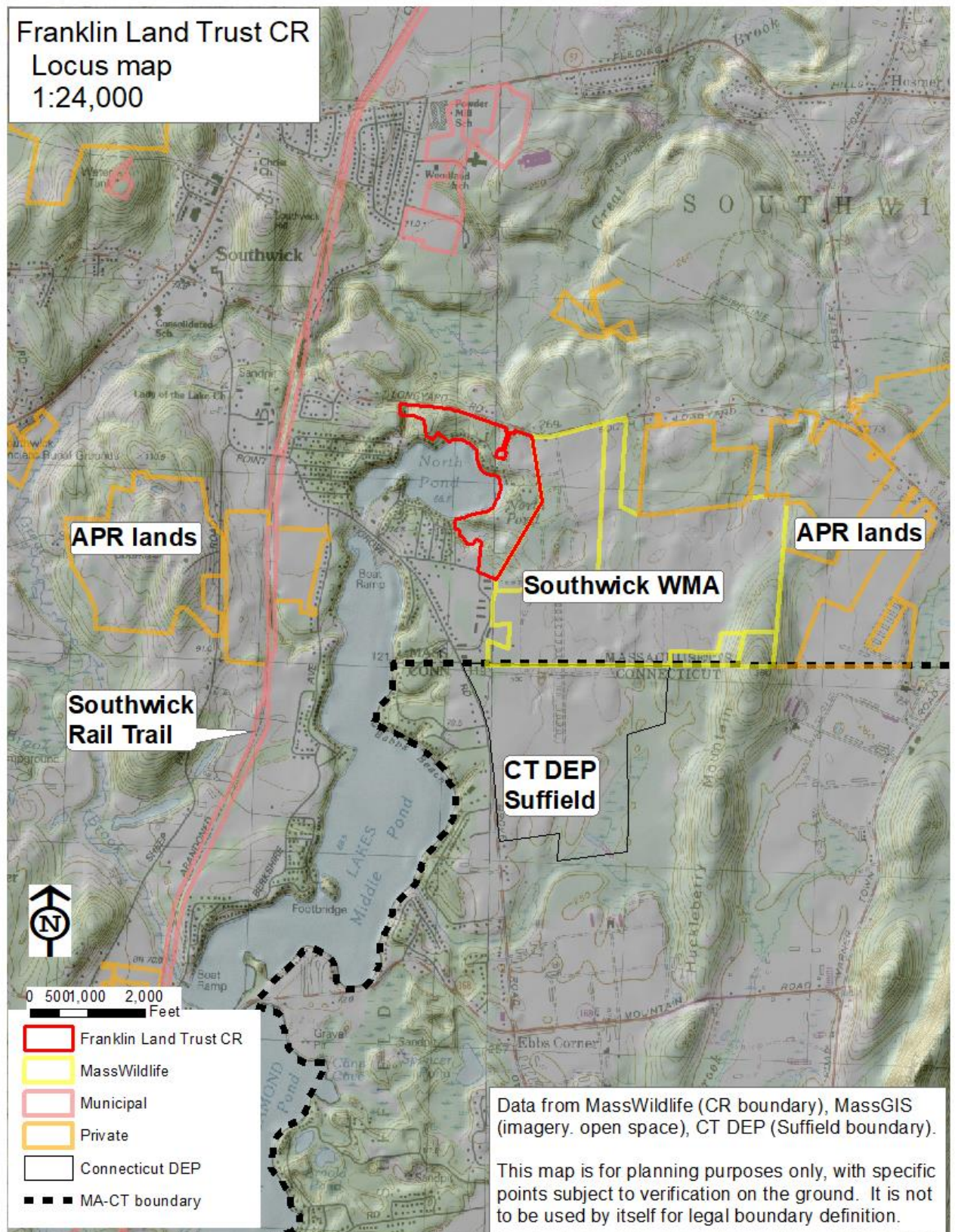
Map Composition:

The BDR maps will likely be photocopied in grayscale or printed in black and white from less than ideal printers. Keep this in mind when designing a map in order to keep the data represented as simple and straightforward as possible. Less is more as too much detail will not effectively communicate what the monitor needs to know. Below are some suggestions:

- Use common and easy to read typefaces
- Scale bars should be at regular intervals (ie. 50 feet, 100 feet, 1 mile)
- Use primarily black, grey and white in composing map colors
- Use simple symbols (circle, triangle, square) at different scales
- Avoid transparencies, they often do not copy or print well.

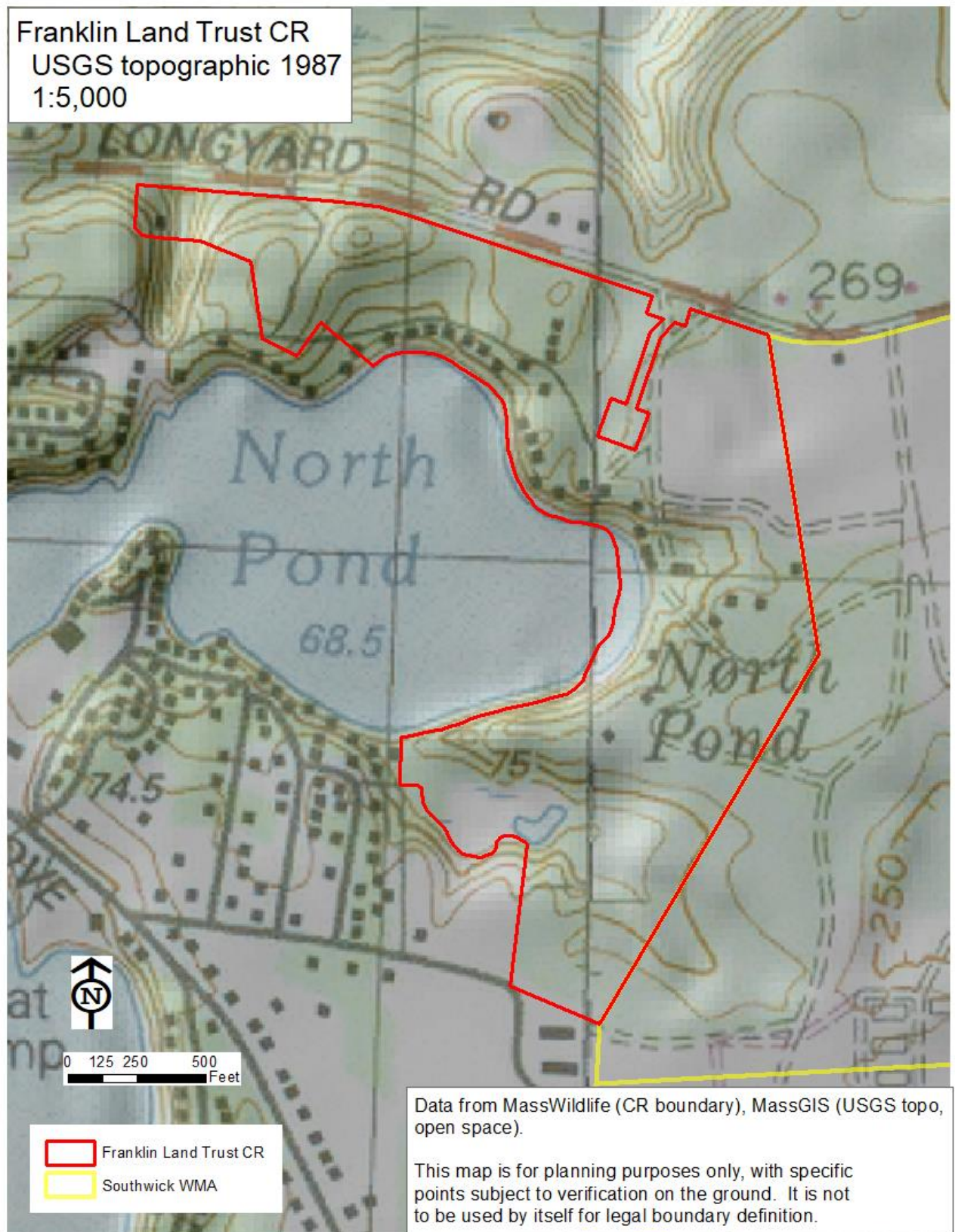
LOCUS MAP

Franklin Land Trust CR
Locus map
1:24,000



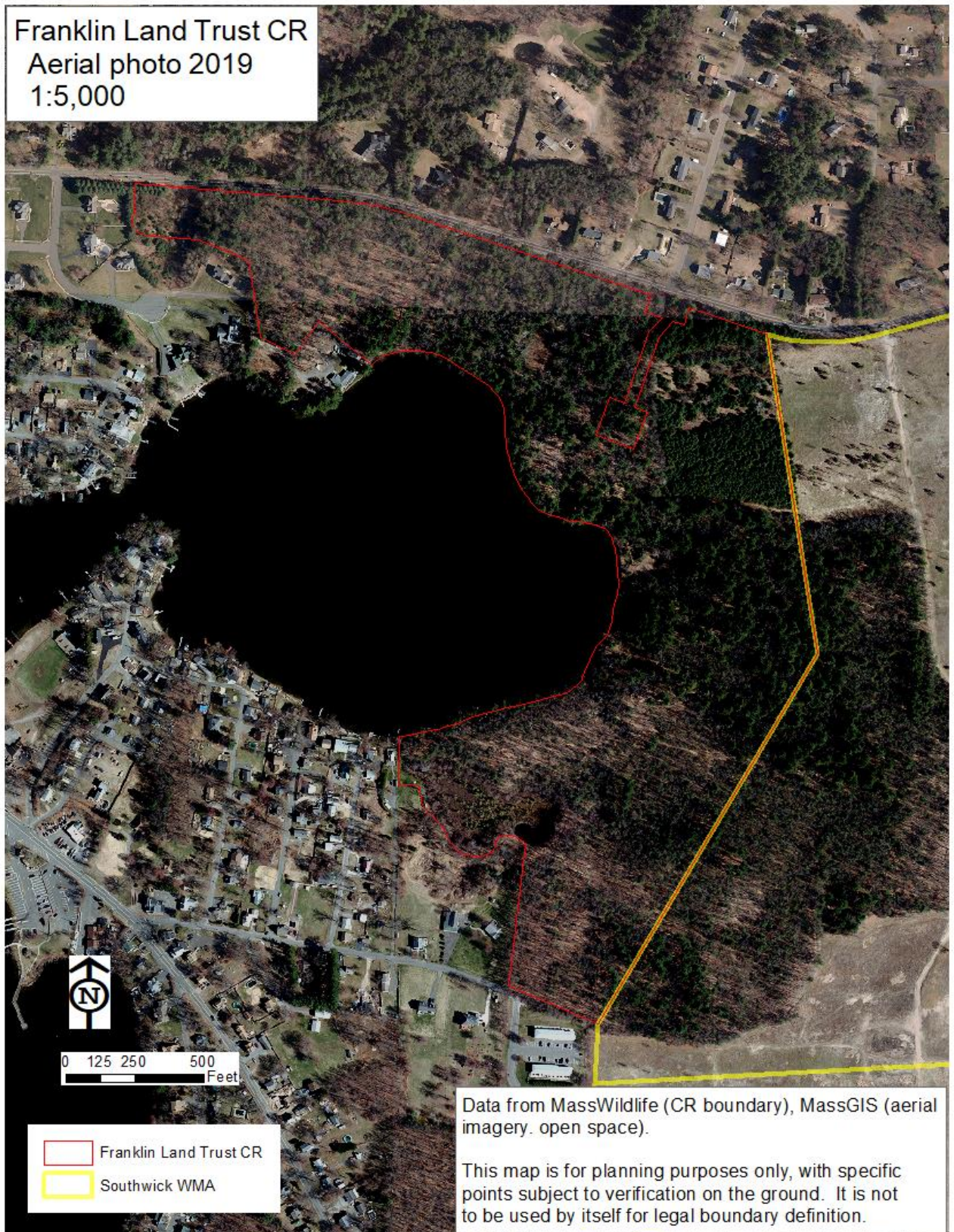
COLOR USGS TOPO MAP

Franklin Land Trust CR
USGS topographic 1987
1:5,000

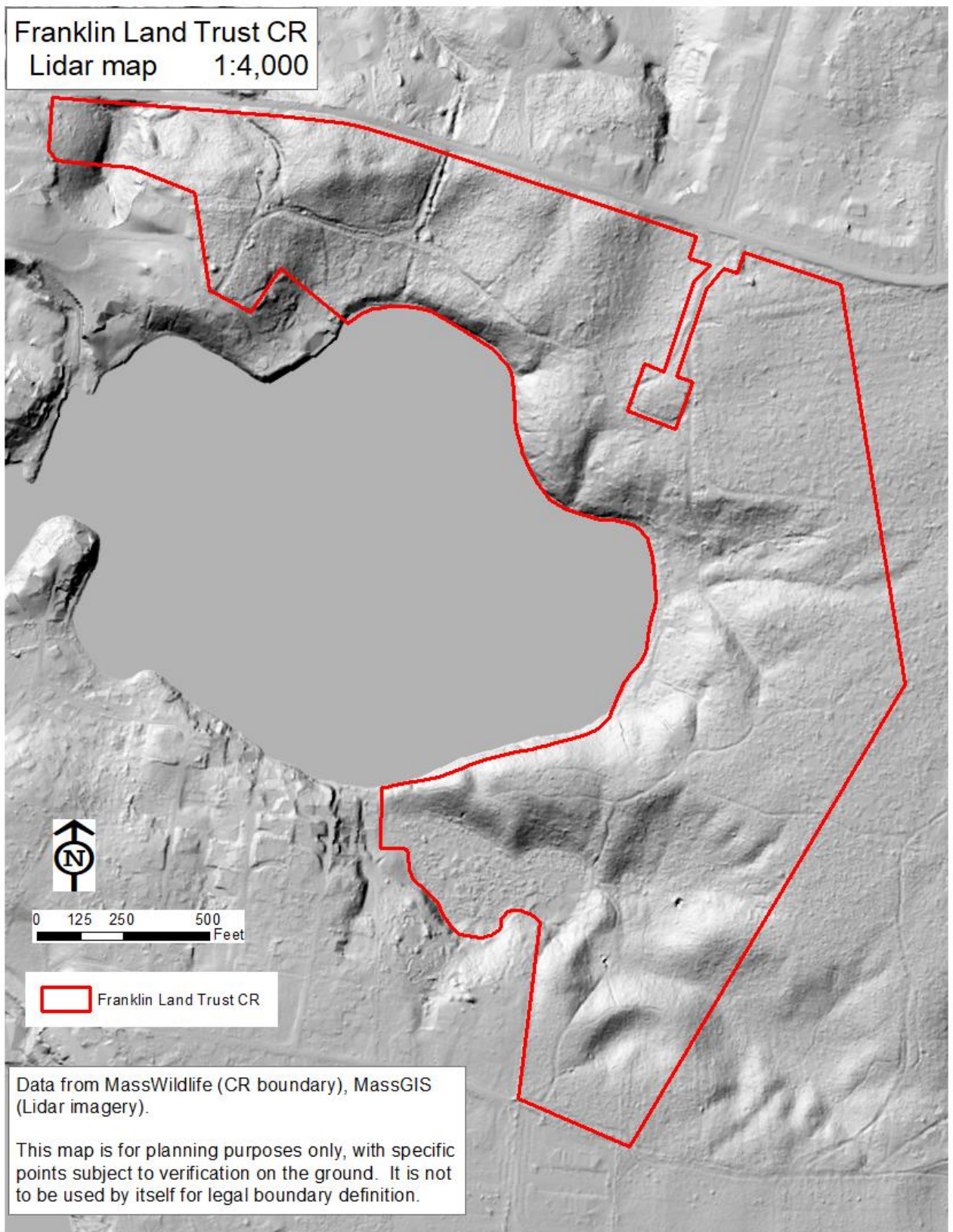


COLOR ORTHO PHOTO

Franklin Land Trust CR
Aerial photo 2019
1:5,000

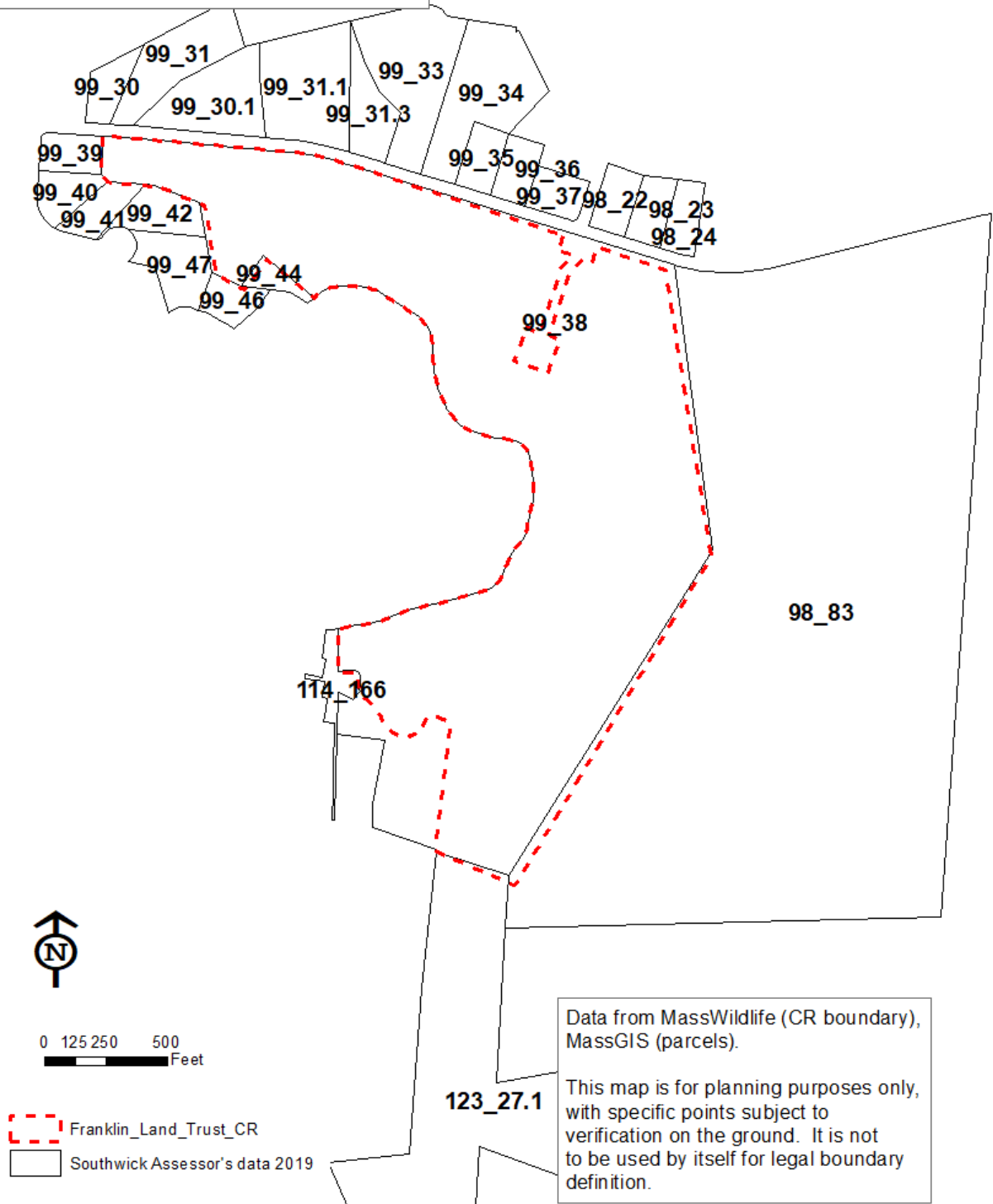


LIDAR MAP

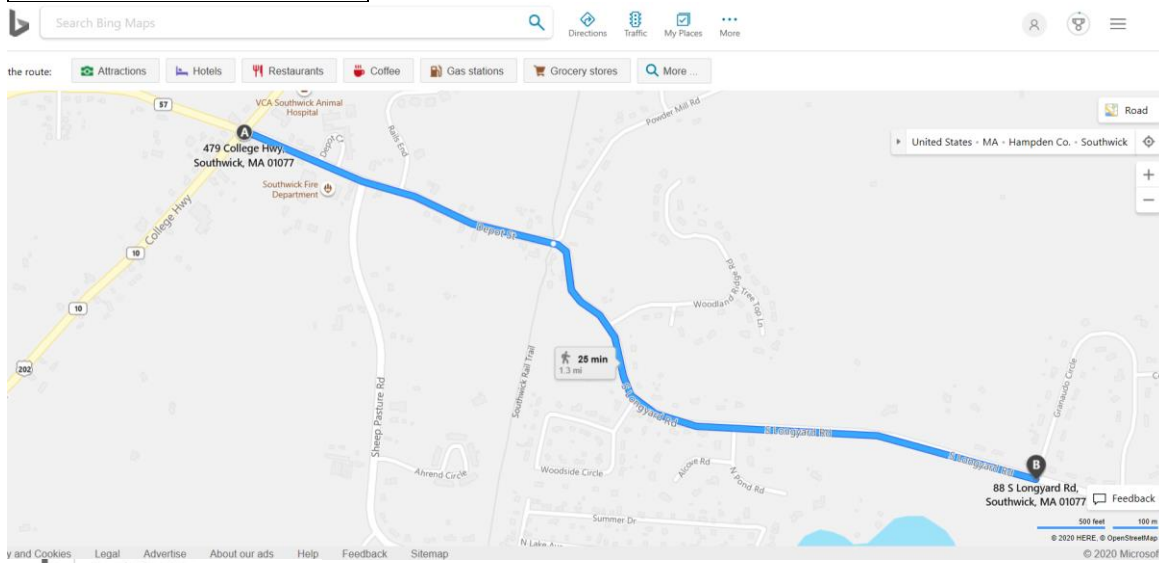


ASSESSOR'S MAP

Franklin Land Trust CR
Assessor's Data 2019, Level 3
1:6,000



DRIVING DIRECTIONS MAP



This map is for planning purposes only, with specific points subject to verification on the ground. It is not to be used by itself for legal boundary definition.

Along the route: Attractions, Hotels, Restaurants

More Details

1.3 miles
Light traffic
Via Depot St, S Longyard Rd - Local roads
3 min

Less Details

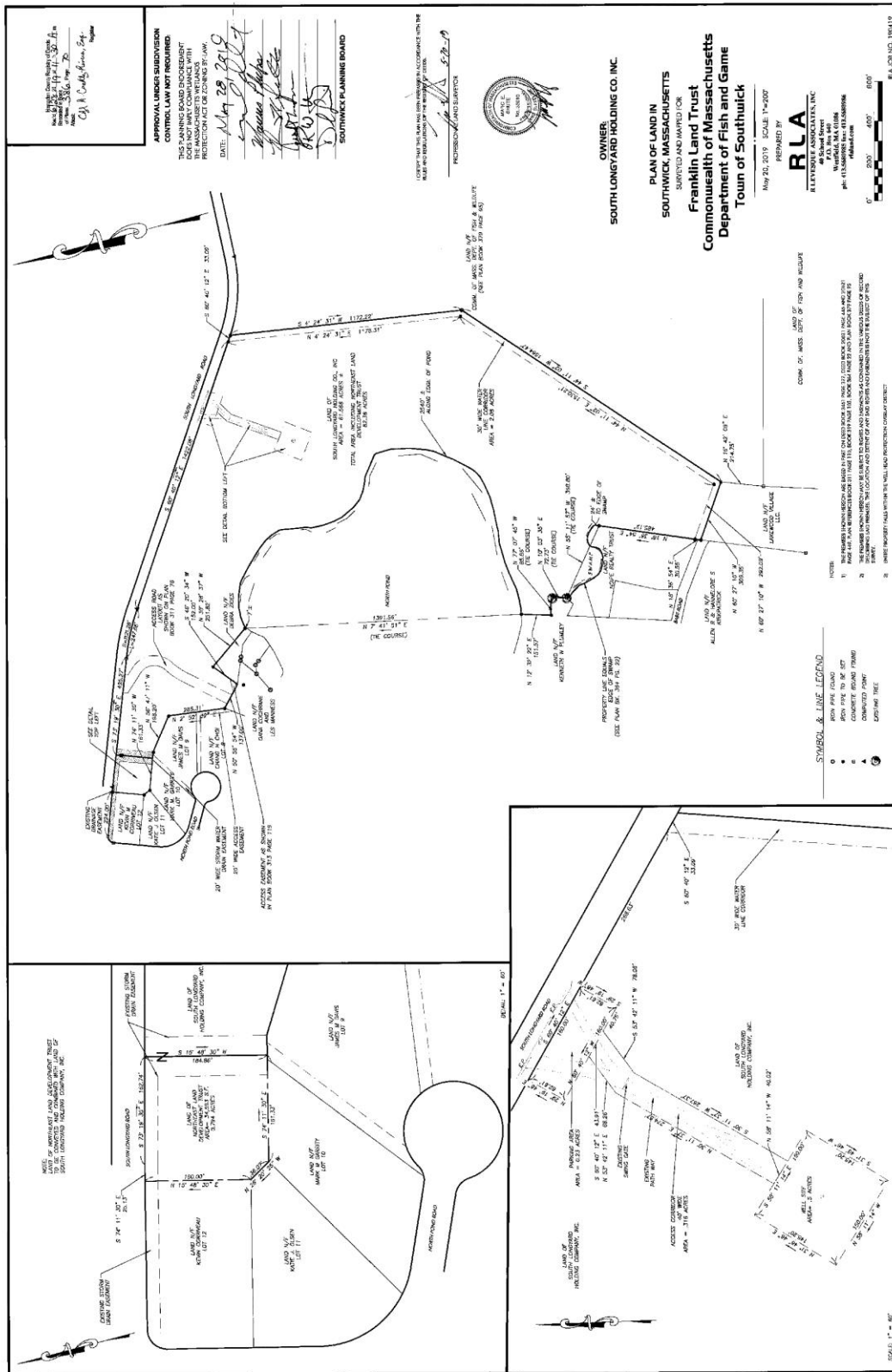
Print

- A 479 College Hwy, Southwick, MA 01077
- Head east on Depot St toward Depot Ct
- 0.5 mi
- Keep right onto S Longyard Rd
- 0.8 mi
- Arrive at S Longyard Rd
The last intersection is N Pond Rd
- B 88 S Longyard Rd, Southwick, MA 01077

[Report a problem](#)

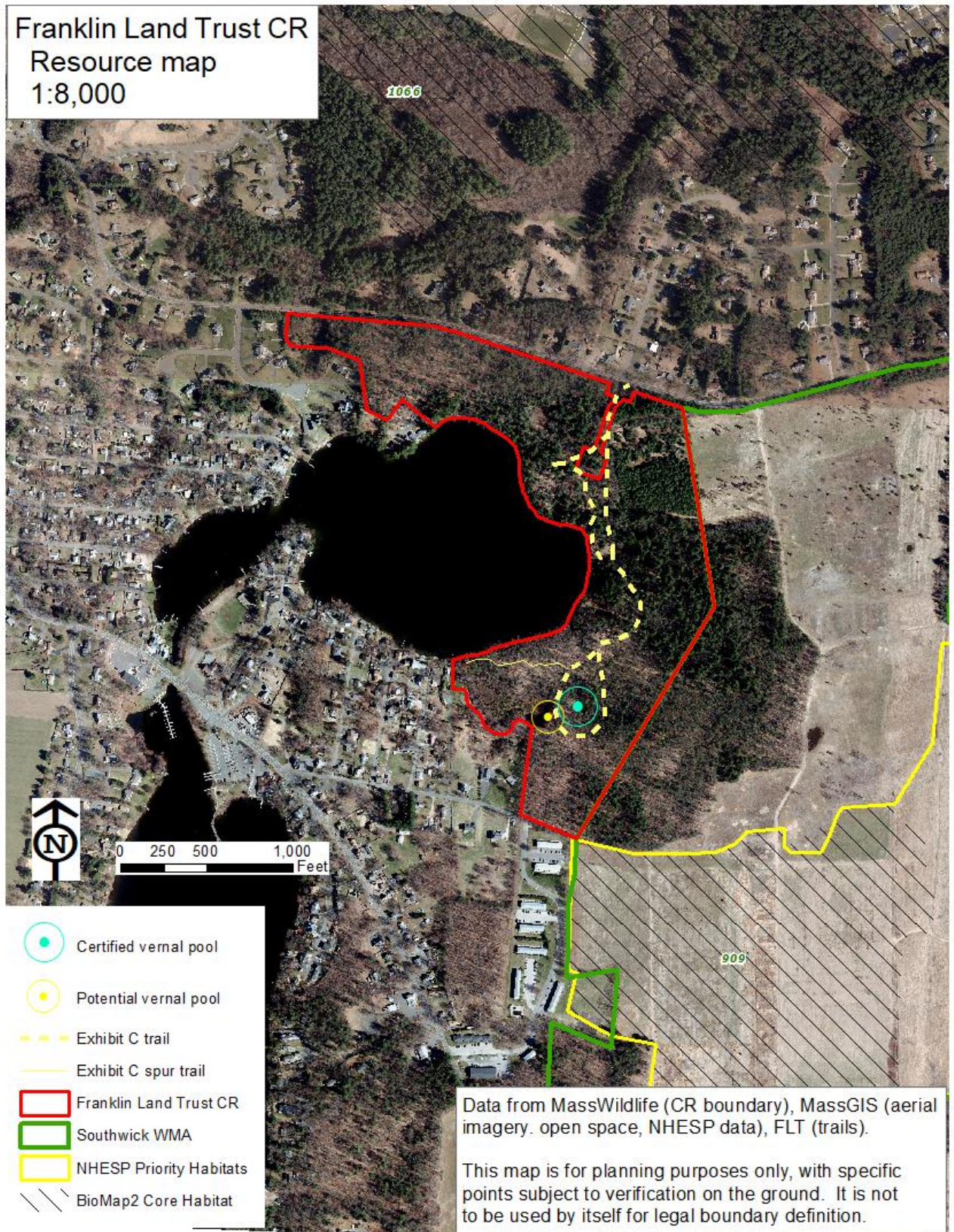
These directions are subject to the Microsoft® Service Agreement and are for informational purposes only. No guarantee is made.

Safe, off-street parking is available at an unimproved lot on South Longyard Road, opposite Granaudo Circle. The Town of Southwick intends to create formal parking at that site.



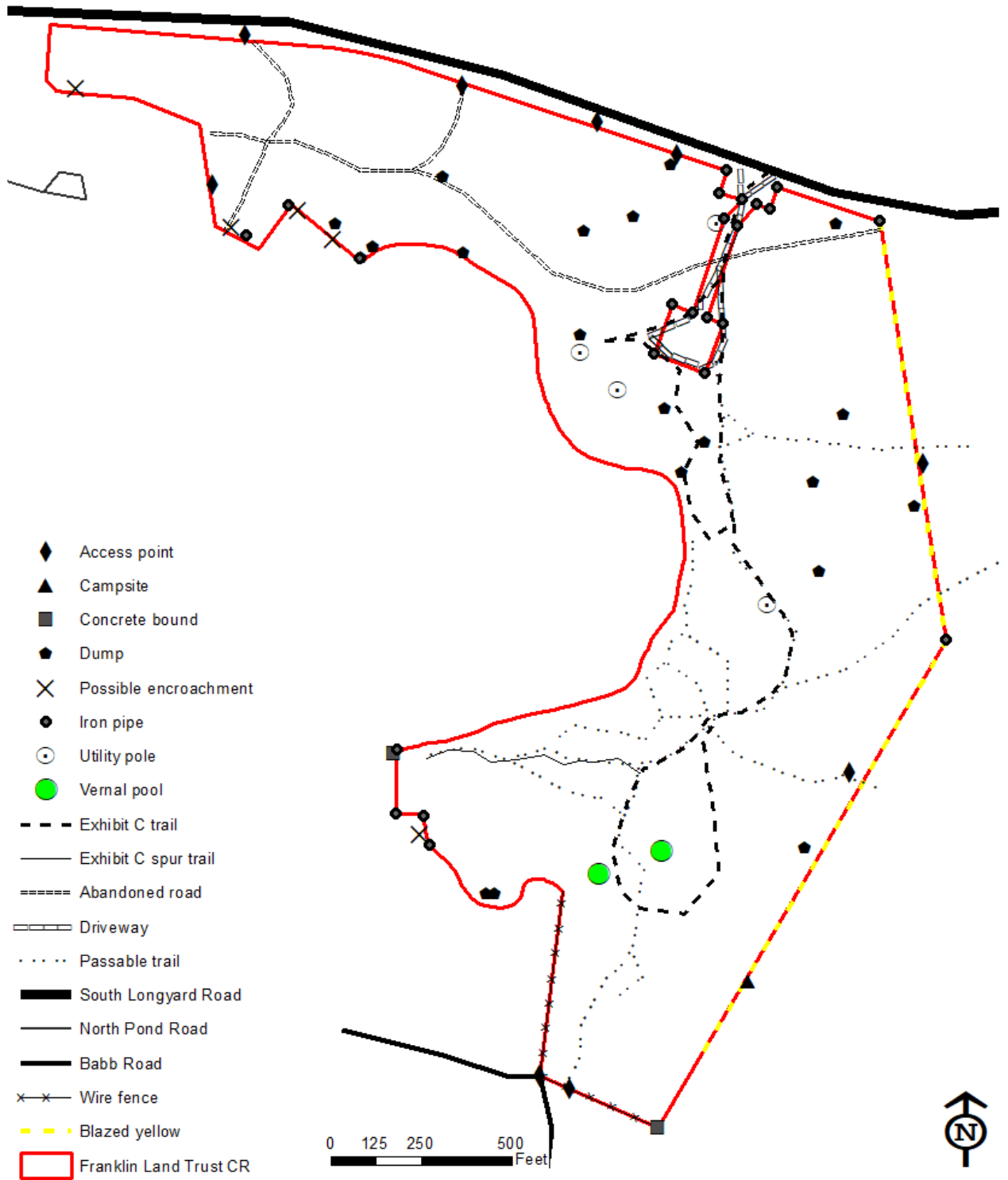
RESOURCE MAP(S)

Franklin Land Trust CR
Resource map
1:8,000



MONITORING MAP

Franklin Land Trust CR
Monitoring map 1:4,000



Section III:
Site Visit Report

Site Visit Report

Part A: General Information

Date of inspection: 1/6 and 1/13/2020

Time spent on property: approximately 8 hours

Who was present on the site visit? What was their association with the property?

Doug Bruce, Native Habitat Restoration, Inc.

Questions for the landowner/representative:	Yes	No	N/A
Have there been any changes on the property since the Restriction was recorded?		X*	
Do you plan to make any changes on the property in the near future?	X**		
Are you aware of any encroachments on your property?		X	
Do you have any questions regarding the Restriction on your land?		X	
If public access is allowed under terms of the Restriction, have you encountered any difficulties?	X***		

Describe when the landowner questions were asked:

On the phone on January 9, 2020

Comments on any of the landowner's answers to the above questions or any other questions or concerns the landowner had:

* The only change is the removal of some trash (ongoing project). The parking area on the exclusion was cleared and cleaned up in fall 2019.

** The Town plans to construct trails that approximate the footprint of existing roads and trails. See Exhibit C of the CR for a map of the trails; also see Resource Map.

*** The only difficulty the Town has noted is the continued trespass by off road vehicles (ORVs), primarily from the south.

Part B: Current Property Conditions

Note: This section may summarize some provisions of the Restriction. The entire Restriction must be read in order to understand its terms.

1. Conditions of the property relevant to the Restriction Purposes:

PURPOSES OF THE CONSERVATION RESTRICTION (Section I): to retain the Premises in their natural, scenic, and open condition for fish and wildlife conservation, native habitat protection, management for biodiversity protection, and associated public recreation.

1: (From the CR) The Premises measures 61 acres and comprises habitats including lakefront and woods.

(From the author) The Premises comprise habitat types including 2,500' of shoreline on North Pond (per the survey), mature oak-hardwood forest, a mature white pine-hemlock stand, a middle-aged white pine forest, a small patch of young forest, and vernal pools.

North Pond is the north basin of Lake Congomond, a 477-acre great pond. North Pond (aka "the North Basin") is small (47 acres) but deep (46 feet). The Lake is popular with anglers and boaters. Almost the entire shoreline is developed; the Premises is the largest piece of undeveloped shoreline (see Ortho Photo). See www.mass.gov/doc/congomond-lake-middle-pond/download, accessed 2020/5/20.

The bulk of the Premises is a mature oak-hardwood forest with a large hemlock and white pine component (*e.g.*, 10, 20, 24, 46). Some of the trees have a very attractive form with high crowns and straight boles. Some of the hemlocks have an almost old-growth look to them. The NRCS Web Soil Survey shows that most of the Premises is underlain by loamy sand or sandy loam (except in the wetlands), which soil is obvious at the beach (36).

An approximately 5-acre stand of middle-aged white pine is found near the northeast corner of the Premises. The stand took root on former cropland and is over-crowded (photos 5, 6, 7, 8) – access is difficult except on trails. The stand probably looks similar to the pre-management condition of the new grassland on the Southwick WMA, immediately adjacent to the east.

A small patch of young forest is at the north, near South Longyard Road. Stem count is high and access is difficult (49). The patch may be the former powerline right-of-way or the site of infrastructure at the former cottages. By itself this patch of young forest is not ecologically meaningful but added to the variety of habitats on the Premises, this patch may increase biodiversity beyond that found elsewhere in the neighborhood.

The two vernal pools are at the south of the Premises (see Resource Map). The smaller of the pools (18) is a certified vernal pool; the larger (20) is a potential vernal pool and may be contiguous with the wetland at the southwest corner (26, 27, 29). Protection of the Premises will protect the ecological integrity of the vernal pools: maintaining a closed canopy above the vernal pools slows evaporation and keeps the water cool; limiting development nearby keeps the water clean; and limiting trails near the pools protects habitat and individuals of amphibian species. Both pools have unofficial trails in close proximity (*e.g.*, 20).

2: "The Premises has habitat for Eastern Whip-poor-will..., a species of concern. There is one Certified and one Potential Vernal Pool. BioMap2 Critical Natural Landscape covers 20% of the premises."

If whip-poor-wills are found on the Premises, they probably benefit from the mature forest's proximity to Southwick WMA's grass and shrubland: they may nest in the former and forage above the latter. Whip-poor-wills are in decline throughout Massachusetts, primarily due to development and the succession of habitat from shrub and grassland to mature forest. See www.mass.gov/doc/eastern-whip-poor-will/download, accessed 2020/5/19.

See the vernal pool discussion above.

The Premises are not comprised by BioMap2 Critical Natural Landscape.

Immediately to the southeast is BioMap2 Core Habitat for the grasshopper sparrow, listed as Threatened by the Commonwealth (see Resource Map).

Habitat improvement work on the Southwick WMA and adjacent Connecticut Department of Environmental Protection supports the local population of grasshopper sparrows; the Premises provide an opportunity to modestly expand the grassland onto the former cropland at the northeast (the over-crowded white pine stand; see Ortho Photo).

3 and 5: The Premises are in an area experiencing a high level of development. Preservation of the property will protect the area's open space and provide outdoor recreation.

As is obvious from the Ortho Photo, the east shore of North Pond is unusual in retaining its relatively natural state. The Topographic Map (dated 1987) shows what the Premises looked like at that time and what it could look like today, absent preservation.

The Premises have only been conserved for one year at the time of this writing and no public-access improvements have been made – no design-built trails and no signage invite the public. All signs of recreational use pre-date the CR, evidence of how attractive this open space is to the community. Signs of recreational use noted at the site visit were limited to walkers and illegal ORV use, but it is obvious that the waterfront is well used (beach at 38; rope swing at 45).

4: The Premises buffer the natural resources of Southwick WMA and North Pond.

Regarding Southwick WMA, see Locus Map, Ortho Photo, and above discussion of grasshopper sparrow.

Protection of the Premises can improve the water quality of North Pond: maintaining an intact forest and limiting erosion will help keep the water cooler and clearer, benefiting fish, wildlife, and human recreation.

2. Conditions of the property relevant to the Restriction's Prohibited and Permitted Uses:

During the January 6 and 13, 2020 site visits, these Prohibited and Permitted uses were noted. Due to GPS and boundary uncertainty, most issues noted along the boundary are not certainly on the Premises.

PROHIBITED

II.1: No construction allowed;

Simple structures are found on the CR: fences (Photo 22, 25); chicken coops (57); play fort (67); paved road (16); remnants of cottages (*e.g.*, 42, 51, 54); and concrete barriers (69).

II.2: No mining allowed;

Very old excavation noted (52).

II. 3: No dumping;

Extensive old dumping (*e.g.*, 52, 48, 28); some newer dumping (yard waste at 47, soil and yard waste at 30, and solid waste and yard waste at 56, 64, 67).

- II. 4: No activities detrimental to water and soil conservation;
ATV traffic passes very close to the vernal pool (26); the beach is probably overused (36); trails are steep and erodible (35); the rope swing is probably overused (45).
- II. 5: No motor vehicles;
ORV traffic seems light though signs of current and heavier use were noted (*e.g.*, 8, 20, 26).
- II. 6: No cutting of vegetation;
There is modest cutting on a social trail (very poorly shown in photo 47); a small amount of cutting may be occurring at the shelter on the WMA (21).
- II. 7: No storage or use of pesticides;
Nothing known.
- II. 8: No wells;
Nothing known.
- II. 9: No deliberate planting of non-native plants;;
Nothing noted.
- II. 10: No use of the Premises to satisfy zoning requirements;
Nothing known.
- II. 11: No collecting of artifacts; and
Nothing noted.
- II. 12: No other use that might impair conservation values.
Nothing noted.

PERMITTED

- III. 1: Maintenance of woods roads, etc...;
No recent maintenance noted.
- III. 2: Construction of new wood roads for timber harvest;
Nothing noted.
- III. 3: Recreational use;
One walker was encountered during the site visit; footprints were found on trails; the beach is well used (36) and the trails are probably frequented extensively by neighbors.
- III. 4: Cutting of hazard trees;
Nothing noted.
- III. 5: [There is no number 5]
- III. 6: Use of motorized vehicles for non-recreational use;
Nothing noted. MassWildlife staff reported that a neighbor is permitted by the Town to use an ATV to remove trash.
- III. 7: Signs;
None found.
- III. 8: Management of non-native species;
Nothing noted.
- III. 9: Archaeological investigations;

- Nothing noted.
- III. 10: Maintenance of existing trails;
No recent activity noted though the trails in Exhibit C are in good repair.
- III. 11: Silviculture;
Nothing noted.
- III.12: Conveyance of the Premises;
The Franklin Land Trust conveyed the Premises to the Town of Southwick after the CR was recorded.
- III. 13: Conveyance of a part of the Premises;
Nothing known.
- III.14: Commercial use with permission; and
Nothing noted.
- III. 15: Construction of a water pipeline;
The survey plan shows a water line corridor along the east boundary. No evidence of the corridor was found.

3. Conditions of the Property relevant to public use:

Sections III. 3. and 10. give the Grantor the right to use the Premises for passive recreation and to maintain trails for the same purpose. Maintained trails are to be limited to those in Exhibit C of the CR; other trails exist and receive use.

Section IV. takes for the Commonwealth the right to permit the public to use the Premises for passive recreation.

One dog-walker was encountered on the site visits; some footprints were noted. No sign of hunting/hunters was noted.

4. Additional remarks regarding the present condition of the property:

Substantial quantities of older solid waste are found on the Premises. Much of that is associated with the cabins that formerly occupied the site; other dumps are more recent (but not in the last several years). Invasive plants are found throughout but do not dominate the plant community anywhere.

5. Recommended areas to note on future monitoring visits:

- All boundaries with residential abutters are areas vulnerable to future encroachment. Those boundaries are poorly marked and difficult to confidently recover.
- Dumping along South Longyard Road (including yard waste from house across the road) should be watched for.
- Informal trails from South Longyard Road and from abutters should be monitored at least annually to ensure the terms of the CR (as regards trails) are kept.
- Ancient and more recent dumping along the wetland at the southwest should be monitored at least annually.
- The use of the shore (rope swing, beach) should be monitored several times in the summer to ensure overuse doesn't occur.

Part C: Boundary Conditions

- 1. Did the boundaries on the ground match the property boundary GIS shapefile provided by the Agency? If not, how did you locate the property boundary?**
Yes.
- 2. Are portions of the property that are excluded from the Restriction marked or otherwise evident on the ground?**
Yes, all corners of the exclusion are marked by iron pins and flagged stakes.
- 3. Describe the condition of the boundary markings at all other points (i.e. stone wall, flagged, signed, unmarked):**
All of the corners of the exclusion are marked by an iron pipe, a wooden stake, and flagging.
The northeast corner of the Premises is marked with an iron pipe, wooden stake, and flagging. The eastern boundary is marked with MassWildlife blazes, yellow paint, and signs. The eastern-most point (a bend in the line) is marked by an iron pipe. The southeast corner is marked by a concrete bound.
The southern-most line is parallel to a low, page wire fence, which is probably on the CR. No monument was recovered at the southwest corner at Babb Road, though a broken stake labeled “property corner @ iron pin” was found near the likely corner.
The western line follows a chain link fence north to a point near a wetland. The probable corner is marked by flagging and a stake labeled “tie course @ iron pin 24’ +/- from swamp.” No iron pin was recovered. The line follows the edge of the “swamp” to a point marked by a length of re-bar that may mark the corner.
The line runs a short course to another length of re-bar at the next possible corner. The line then runs west across lawn to an iron pipe set inside the drip-edge of a garage. The line runs across lawn to an iron pipe immediately adjacent to a shed. The boundary is the shoreline for ~2,540’ to an iron pipe marked with a stake and flags.
From this point, the Premises shares boundary with residences. The line runs north, away from the pond and uphill to a point marked by an iron pipe. Monuments for the rest of the boundary are generally lacking; those recovered were not clearly monuments of record or were not confirmed to be on the boundary of the Premises.
The northern boundary is the south side of South Longyard Road; no monuments were found on this leg.
- 4. Describe the use of abutting properties, focusing on uses close to the boundary line:**
The Premises are bounded on the north by South Longyard Road; properties on the north side of the road are residential. To the east the Premises abut the Southwick Wildlife Management Area, which in recent years has been managed

to restore grasslands up to the Premises boundary at the far north. South of this clearing, the boundary passes through a stand of mature hemlock and pine. The property to the far south is an apartment complex; the Premises abuts lawn behind the apartments. The abutters between the apartments and the Pond have historically encroached on the CR: the use of abutting and subject land on the boundary is generally forested, dump (solid waste), or lawn. The Premises comprises ~2,500' of undeveloped shoreline (the western boundary). The abutters at the northwest are residences; land use along the line is typical of that found in backyards: chicken coops, propane tanks, stored trailers, playground equipment – some of these items are on the CR.

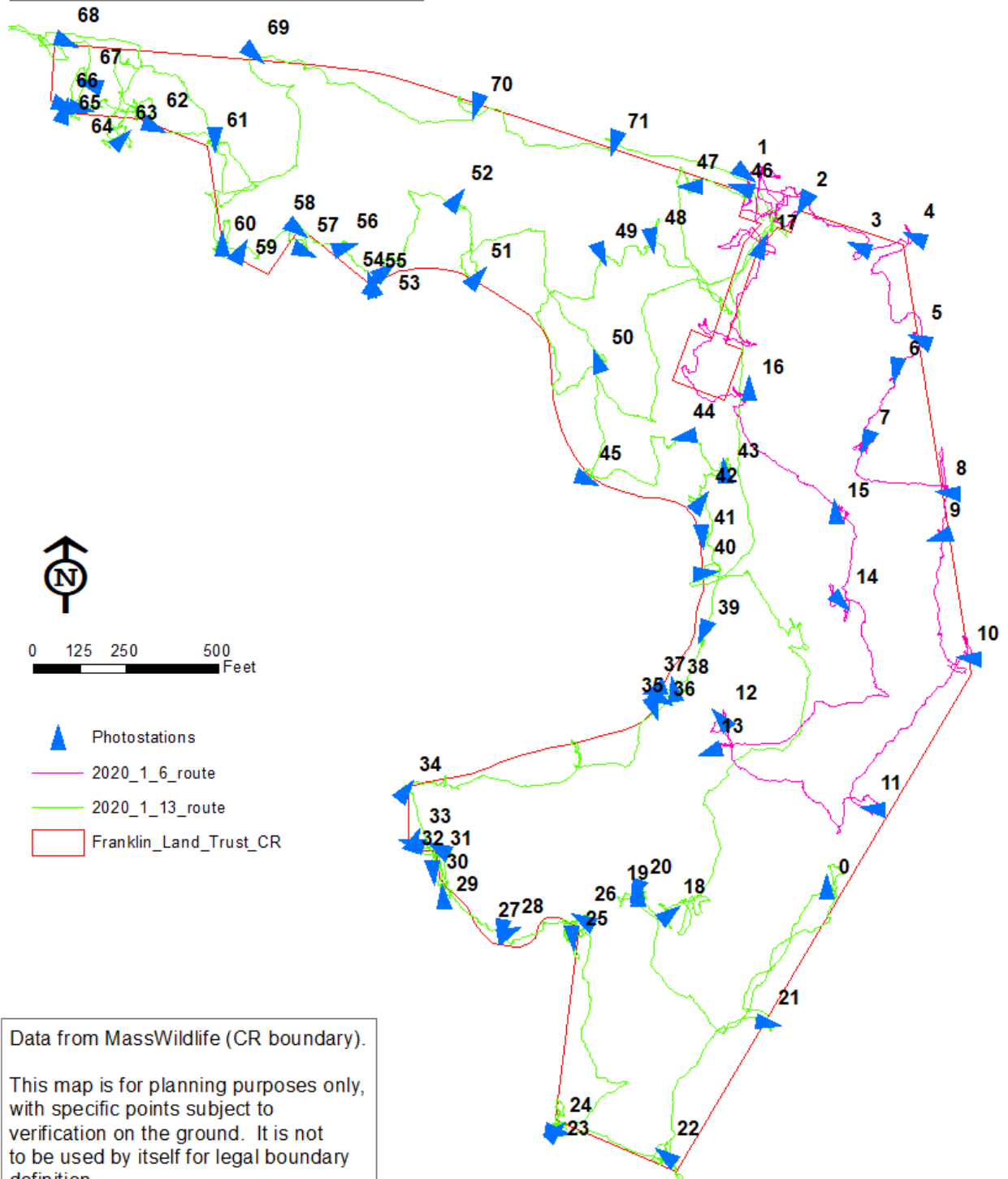
5. Any other comments on boundaries?

Several monuments noted on the survey plan were not recovered. In some instances, wooden stakes left by the surveyors were labelled suggesting an iron pipe was nearby, but careful searching did not find the pipe.

Section IV:
Waypoints and Photographs

Waypoint and Route Map

Franklin Land Trust CR
Photostation and route map
1:4,000



List of Waypoints and Documentary Photographs

Camera Make and Model: Apple iPad mini 4

GPS Make and Model: Bad Elf GPS Pro

Photo Resolution (Pixels): 72 dpi

GPS Operator: Doug Bruce

Photographer: Doug Bruce

Date	Waypoint Number	Photo Number	Photo File Name	Location Description	Cardinal Direction	Description of Photo Subject
1/6/2020	1	1	IMG_1179.jpg	Parking and access from South Longyard Road	SE	Frontage of South Longyard Road, parking exclusion; iron pin at stake
1/6/2020	6	2	IMG_1180.jpg	Parking and access	S	CR at left; parking exclusion at right; iron pin at stake
1/6/2020	8	3	IMG_1181.jpg	CR interior, ~50' south of road	W	Treated utility pole dumped on CR
1/6/2020	9	4	IMG_1182.jpg	CR corner	W	Frontage on South Longyard Road; iron pin at stake
1/6/2020	10	5	IMG_1183.jpg	On CR boundary	W	Interior of CR; young white pines on formerly plowed land
1/6/2020	11	6	IMG_1184.jpg	CR interior	S	Middle-aged white pine forest, dense
1/6/2020	12	7	IMG_1185.jpg	CR interior	S	Old, abandoned campsite
1/6/2020	13	8	IMG_1186.jpg	On CR boundary	W	Wide trail from WMA, growing in
1/6/2020	14	9	IMG_1187.jpg	CR interior, near boundary	W	Old solid waste: treated wood, metal, tires
1/6/2020	15	10	IMG_1188.jpg	On CR boundary	W	Interior CR; pine hemlock stand
1/6/2020	16	11	IMG_1189.jpg	Near CR boundary	W	Wide trail from WMA
1/6/2020	17	12	IMG_1190.jpg	Interior, top of bluff	NW	Eroding trail
1/6/2020	18	13	IMG_1191.jpg	CR interior	W	Trash
1/6/2020	19	14	IMG_1192.jpg	CR interior	Se	Solid waste, possibly from former cabin
1/6/2020	20	15	IMG_1193.jpg	CR interior	N	Treated utility pole from abandoned powerline right-of-way
1/6/2020	21	16	IMG_1194.jpg	On CR, near interior boundary	N	Paved road from South Longyard Road, buried in leaf-litter
1/6/2020	31	17	IMG_1195.jpg	Near interior boundary of CR	N	Gate at site of future access and parking

1/13/2020	32	18	IMG_1197.jpg	On CR, on atv trail	E	Vernal pool
1/13/2020	33	19	IMG_1198.jpg	On CR, on atv trail	N	ATV trail at edge of vernal pool
1/13/2020	34	20	IMG_1199.jpg	On CR, on atv trail	S	ATV trail at edge of vernal pool
1/13/2020	35	21	IMG_1200.jpg	Off CR, very near boundary	E	Shelter built on WMA; small amount of cutting possibly occurred on CR
1/13/2020	37	22	IMG_1202.jpg	CR corner, at concrete bound	NW	Fence at south boundary, appears to be on CR
1/13/2020	38	23	IMG_1203.jpg	Approximate CR corner, at Babb Road	E	Approximate corner is near orange-flagged stake - monument not recovered
1/13/2020	39	24	IMG_1204.jpg	Approximate CR corner, at Babb Road	NE	Monument not recovered
1/13/2020	40	25	IMG_1205.jpg	Near corner CR, wetland edge, on active ATV trail	S	View along boundary; CR at left; fence probably on CR; corner possibly at flag - monument not recovered
1/13/2020	41	26	IMG_1206.jpg	Near corner CR, wetland edge, on active ATV trail	NW	Boundary is wetland edge; CR to right
1/13/2020	42	27	IMG_1207.jpg	Near CR boundary	E	Boundary is wetland edge; CR to left; tires and other solid waste in wetland
1/13/2020	43	28	IMG_1208.jpg	Near CR boundary	E	Boundary is wetland edge; snowmobile, tires, and other solid waste
1/13/2020	44	29	IMG_1209.jpg	At CR corner, at IP	N	View along boundary; near IP is at pink flag; far IP is at orange arrow; CR at right; all items on CR
1/13/2020	45	30	IMG_1210.jpg	At CR corner, at IP	S	View along boundary; far IP is at orange arrow; CR to left; canoe, etc... on CR
1/13/2020	47	31	IMG_1212.jpg	At CR corner, at IP	NW	View along boundary; far IP is at orange arrow; CR to right
1/13/2020	46	32	IMG_1211.jpg	At CR corner, at IP	W	IP under drip-edge, almost under building
1/13/2020	48	33	IMG_1215.jpg	At CR corner, at IP	NE	View along boundary; far IP is at orange arrow; CR to right
1/13/2020	49	34	IMG_1219.jpg	Near corner, concrete	NE	Shoreline of CR; dock is off CR

				bound		
1/13/2020	51	35	IMG_1220.jpg	On CR, at waterfront	S	Eroding trail leading to shore
1/13/2020	52	36	IMG_1221.jpg	On CR, at waterfront	E	Beach at bottom of trail
1/13/2020	53	37	IMG_1222.jpg	On CR, at waterfront	W	Shoreline from beach
1/13/2020	54	38	IMG_1223.jpg	On CR, at waterfront	N	Shoreline from beach
1/13/2020	55	39	IMG_1224.jpg	On CR, on ATV trail	SW	Trail parallel to shore
1/13/2020	56	40	IMG_1225.jpg	On CR, at waterfront	E	End of paved road; cement posts (foreground, partially buried) used as armoring
1/13/2020	57	41	IMG_1226.jpg	On CR, at near shore	S	Stakes and clearing in a line, purpose unknown
1/13/2020	58	42	IMG_1227.jpg	On CR	NE	Landscaping timbers below house site
1/13/2020	59	43	IMG_1228.jpg	On CR	N	Debris at house site
1/13/2020	60	44	IMG_1229.jpg	On CR	W	Fire ring at house site
1/13/2020	61	45	IMG_1232.jpg	On CR, on shore	SE	Erosion at site of rope swing
1/13/2020	63	46	IMG_1233.jpg	Corner parking access	W	Frontage west on South Longyard Road
1/13/2020	64	47	IMG_1234.jpg	On CR, on social trail	W	Landscaping waste from neighbor across South Longyard
1/13/2020	65	48	IMG_1235.jpg	On CR	S	Old solid waste dump
1/13/2020	66	49	IMG_1236.jpg	On CR	S	Road barrier; young forest
1/13/2020	67	50	IMG_1237.jpg	On CR	N	Abandoned pipes - a long series, not dumped
1/13/2020	68	51	IMG_1238.jpg	On CR, above shore	NE	Landscaping structures at house site
1/13/2020	69	52	IMG_1239.jpg	On CR	NE	Old solid waste; old excavation
1/13/2020	70	53	IMG_1240.jpg	On CR, above shore	NE	Landscaping structures at house site
1/13/2020	71	54	IMG_1241.jpg	CR corner, at shore	N	Cement and wood deck at house site
1/13/2020	72	55	IMG_1242.jpg	CR corner, at shore	N	Disconnected water line at corner; abutting house at extreme left
1/13/2020	73	56	IMG_1243.jpg	On CR boundary	E	Old scrap and new Christmas tree dumped on CR
1/13/2020	75	57	IMG_1245.jpg	At CR corner, at iron pin	SE	View along boundary; chicken coops are on CR
1/13/2020	74	58	IMG_1244.jpg	At CR corner, at iron pin	SE	View along boundary; tanks are probably on the boundary, possibly on CR
1/13/2020	77	59	IMG_1246.jpg	On CR boundary	NE	Trailer and cement barriers at rear are on CR

1/13/2020	78	60	IMG_1247.jpg	Near CR corner, near possible monument	N	View along boundary, CR to right
1/13/2020	88	61	IMG_1256.jpg	At approximate CR corner, no monument	S	View along boundary, CR to left
1/13/2020	87	62	IMG_1255.jpg	At approximate CR corner, no monument	E	View along boundary, CR to left
1/13/2020	81	63	IMG_1249.jpg	Near CR boundary, at culvert	NE	View into CR
1/13/2020	83	64	IMG_1251.jpg	Near CR boundary	E	Pit and trash on CR
1/13/2020	85	65	IMG_1253.jpg	Near CR corner, no monument	N	View into CR; cutting on CR
1/13/2020	86	66	IMG_1254.jpg	Near CR corner, no monument	SE	View along boundary; CR to left; fence probably encroaches
1/13/2020	84	67	IMG_1252.jpg	On CR	W	Fort and pit on CR
1/13/2020	82	68	IMG_1250.jpg	Near CR corner, no monument	E	View east, frontage on South Longyard Road
1/13/2020	89	69	IMG_1257.jpg	On CR, on South Longyard Road	SE	Concrete barriers on abandoned road
1/13/2020	90	70	IMG_1258.jpg	On CR, on South Longyard Road	SW	Concrete barriers on abandoned road
1/13/2020	91	71	IMG_1259.jpg	On CR, on South Longyard Road	SW	Concrete barriers on abandoned road

Documentary Photographs: Doug Bruce, January 6, 2020

Key: Waypoint#/Photo#/Image name/Location/Cardinal direction/Description



Waypoint 1/Photo 1/IMG_1179.jpg/Parking and access from South Longyard Road/SE/Frontage of South Longyard Road, parking exclusion; iron pin at stake



Waypoint 6/Photo 2/IMG_1180.jpg/Parking and access/S/CR at left; parking exclusion at right; iron pin at stake

Documentary Photographs: Doug Bruce, January 6, 2020



Waypoint 8/Photo 3/IMG_1181.jpg/CR interior, ~50' south of road/W/Treated utility pole dumped on CR



Waypoint 9/Photo 4/IMG_1182.jpg/CR corner/W/Frontage on South Longyard Road; iron pin at stake

Documentary Photographs: Doug Bruce, January 6, 2020



Waypoint 10/Photo 5/IMG_1183.jpg/On CR boundary/W/Interior of CR; young white pines on formerly plowed land



Waypoint 11/Photo 6/IMG_1184.jpg/CR interior/S/Middle-aged white pine forest, dense

Documentary Photographs: Doug Bruce, January 6, 2020



Waypoint 12/Photo 7/IMG_1185.jpg/CR interior/S/Old, abandoned campsite



Waypoint 13/Photo 8/IMG_1186.jpg/On CR boundary/W/Wide trail from WMA, growing in

Documentary Photographs: Doug Bruce, January 6, 2020



Waypoint 14/Photo 9/IMG_1187.jpg/CR interior, near boundary/W/Old solid waste: treated wood, metal, tires



Waypoint 15/Photo 10/IMG_1188.jpg/On CR boundary/W/Interior CR; pine hemlock stand

Documentary Photographs: Doug Bruce, January 6, 2020



Waypoint 16/Photo 11/IMG_1189.jpg/Near CR boundary/W/Wide trail from WMA



Waypoint 17/Photo 12/IMG_1190.jpg/Interior, top of bluff/NW/Eroding trail

Documentary Photographs: Doug Bruce, January 6, 2020



Waypoint 18/Photo 13/IMG_1191.jpg/CR interior/W/Trash



Waypoint 19/Photo 14/IMG_1192.jpg/CR interior/Se/Solid waste, possibly from former cabin

Documentary Photographs: Doug Bruce, January 6, 2020



Waypoint 20/Photo 15/IMG_1193.jpg/CR interior/N/Treated utility pole from abandoned powerline right-of-way



Waypoint 21/Photo 16/IMG_1194.jpg/On CR, near interior boundary/N/Paved road from South Longyard Road, buried in leaf-litter

Documentary Photographs: Doug Bruce, January 6, 2020



Waypoint 31/Photo 17/IMG_1195.jpg/Near interior boundary of CR/N/Gate at site of future access and parking

Documentary Photographs: Doug Bruce, January 13, 2020



Waypoint 32/Photo 18/IMG_1197.jpg/On CR, on atv trail/E/Vernal pool



Waypoint 33/Photo 19/IMG_1198.jpg/On CR, on atv trail/N/ATV trail at edge of vernal pool

Documentary Photographs: Doug Bruce, January 13, 2020



Waypoint 34/Photo 20/IMG_1199.jpg/On CR, on atv trail/S/ATV trail at edge of vernal pool



Waypoint 35/Photo 21/IMG_1200.jpg/Off CR, very near boundary/E/Shelter built on WMA; small amount of cutting possibly occurred on CR

Documentary Photographs: Doug Bruce, January 13, 2020



Waypoint 37/Photo 22/IMG_1202.jpg/CR corner, at concrete bound/NW/Fence at south boundary, appears to be on CR



Waypoint 38/Photo 23/IMG_1203.jpg/Approximate CR corner, at Babb Road/E/Approximate corner is near orange-flagged stake - monument not recovered

Documentary Photographs: Doug Bruce, January 13, 2020



Waypoint 39/Photo 24/IMG_1204.jpg/Approximate CR corner, at Babb Road/NE/Monument not recovered



Waypoint 40/Photo 25/IMG_1205.jpg/Near corner CR, wetland edge, on active ATV trail/S/View along boundary; CR at left; fence probably on CR; corner possibly at flag - monument not recovered

Documentary Photographs: Doug Bruce, January 13, 2020



Waypoint 41/Photo 26/IMG_1206.jpg/Near corner CR, wetland edge, on active ATV trail/NW/Boundary is wetland edge; CR to right



Waypoint 42/Photo 27/IMG_1207.jpg/Near CR boundary/E/Boundary is wetland edge; CR to left; tires and other solid waste in wetland

Documentary Photographs: Doug Bruce, January 13, 2020



Waypoint 43/Photo 28/IMG_1208.jpg/Near CR boundary/E/Boundary is wetland edge; snowmobile, tires, and other solid waste



Waypoint 44/Photo 29/IMG_1209.jpg/At CR corner, at IP/N/View along boundary; near IP is at pink flag; far IP is at orange arrow; CR at right; all items on CR

Documentary Photographs: Doug Bruce, January 13, 2020



Waypoint 45/Photo 30/IMG_1210.jpg/At CR corner, at IP/S/View along boundary; far IP is at orange arrow; CR to left; canoe, etc... on CR



Waypoint 47/Photo 31/IMG_1212.jpg/At CR corner, at IP/NW/View along boundary; far IP is at orange arrow; CR to right

Documentary Photographs: Doug Bruce, January 13, 2020



Waypoint 46/Photo 32/IMG_1211.jpg/At CR corner, at IP/W/IP under drip-edge, almost under building



Waypoint 48/Photo 33/IMG_1215.jpg/At CR corner, at IP/NE/View along boundary; far IP is at orange arrow; CR to right

Documentary Photographs: Doug Bruce, January 13, 2020



Waypoint 49/Photo 34/IMG_1219.jpg/Near corner, concrete bound/NE/Shoreline of CR; dock is off CR



Waypoint 51/Photo 35/IMG_1220.jpg/On CR, at waterfront/S/Eroding trail leading to shore

Documentary Photographs: Doug Bruce, January 13, 2020



Waypoint 52/Photo 36/IMG_1221.jpg/On CR, at waterfront/E/Beach at bottom of trail



Waypoint 53/Photo 37/IMG_1222.jpg/On CR, at waterfront/W/Shoreline from beach

Documentary Photographs: Doug Bruce, January 13, 2020



Waypoint 54/Photo 38/IMG_1223.jpg/On CR, at waterfront/N/Shoreline from beach



Waypoint 55/Photo 39/IMG_1224.jpg/On CR, on ATV trail/SW/Trail parallel to shore

Documentary Photographs: Doug Bruce, January 13, 2020



Waypoint 56/Photo 40/IMG_1225.jpg/On CR, at waterfront/E/End of paved road; cement posts (foreground, partially buried) used as armoring



Waypoint 57/Photo 41/IMG_1226.jpg/On CR, at near shore/S/Stakes and clearing in a line, purpose unknown

Documentary Photographs: Doug Bruce, January 13, 2020



Waypoint 58/Photo 42/IMG_1227.jpg/On CR/NE/Landscaping timbers below house site



Waypoint 59/Photo 43/IMG_1228.jpg/On CR/N/Debris at house site

Documentary Photographs: Doug Bruce, January 13, 2020



Waypoint 60/Photo 44/IMG_1229.jpg/On CR/W/Fire ring at house site



Waypoint 61/Photo 45/IMG_1232.jpg/On CR, on shore/SE/Erosion at site of rope swing

Documentary Photographs: Doug Bruce, January 13, 2020



Waypoint 63/Photo 46/IMG_1233.jpg/Corner parking access/W/Frontage west on South Longyard Road



Waypoint 64/Photo 47/IMG_1234.jpg/On CR, on social trail/W/Landscaping waste from neighbor across South Longyard

Documentary Photographs: Doug Bruce, January 13, 2020



Waypoint 65/Photo 48/IMG_1235.jpg/On CR/S/Old solid waste dump



Waypoint 66/Photo 49/IMG_1236.jpg/On CR/S/Road barrier; young forest

Documentary Photographs: Doug Bruce, January 13, 2020



Waypoint 67/Photo 50/IMG_1237.jpg/On CR/N/Abandoned pipes - a long series, not dumped



Waypoint 68/Photo 51/IMG_1238.jpg/On CR, above shore/NE/Landscaping structures at house site

Documentary Photographs: Doug Bruce, January 13, 2020



Waypoint 69/Photo 52/IMG_1239.jpg/On CR/NE/Old solid waste; old excavation



Waypoint 70/Photo 53/IMG_1240.jpg/On CR, above shore/NE/Landscaping structures at house site

Documentary Photographs: Doug Bruce, January 13, 2020



Waypoint 71/Photo 54/IMG_1241.jpg/CR corner, at shore/N/Cement and wood deck at house site



Waypoint 72/Photo 55/IMG_1242.jpg/CR corner, at shore/N/Disconnected water line at corner; abutting house at extreme left

Documentary Photographs: Doug Bruce, January 13, 2020



Waypoint 73/Photo 56/IMG_1243.jpg/On CR boundary/E/Old scrap and new Christmas tree dumped on CR



Waypoint 75/Photo 57/IMG_1245.jpg/At CR corner, at iron pin/SE/View along boundary; chicken coops are on CR

Documentary Photographs: Doug Bruce, January 13, 2020



Waypoint 74/Photo 58/IMG_1244.jpg/At CR corner, at iron pin/SE/View along boundary; tanks are probably on the boundary, possibly on CR



Waypoint 77/Photo 59/IMG_1246.jpg/On CR boundary/NE/Trailer and cement barriers at rear are on CR

Documentary Photographs: Doug Bruce, January 13, 2020



Waypoint 78/Photo 60/IMG_1247.jpg/Near CR corner, near possible monument/N/View along boundary, CR to right



Waypoint 88/Photo 61/IMG_1256.jpg/At approximate CR corner, no monument/S/View along boundary, CR to left

Documentary Photographs: Doug Bruce, January 13, 2020



Waypoint 87/Photo 62/IMG_1255.jpg/At approximate CR corner, no monument/E/View along boundary, CR to left



Waypoint 81/Photo 63/IMG_1249.jpg/Near CR boundary, at culvert/NE/View into CR

Documentary Photographs: Doug Bruce, January 13, 2020



Waypoint 83/Photo 64/IMG_1251.jpg/Near CR boundary/E/Pit and trash on CR



Waypoint 85/Photo 65/IMG_1253.jpg/Near CR corner, no monument/N/View into CR; cutting on CR

Documentary Photographs: Doug Bruce, January 13, 2020



Waypoint 86/Photo 66/IMG_1254.jpg/Near CR corner, no monument/SE/View along boundary; CR to left; fence probably encroaches



Waypoint 84/Photo 67/IMG_1252.jpg/On CR/W/Fort and pit on CR

Documentary Photographs: Doug Bruce, January 13, 2020



Waypoint 82/Photo 68/IMG_1250.jpg/Near CR corner, no monument/E/View east, frontage on South Longyard Road



Waypoint 89/Photo 69/IMG_1257.jpg/On CR, on South Longyard Road/SE/Concrete barriers on abandoned road

Documentary Photographs: Doug Bruce, January 13, 2020



Waypoint 90/Photo 70/IMG_1258.jpg/On CR, on South Longyard Road/SW/Concrete barriers on abandoned road



Waypoint 91/Photo 71/IMG_1259.jpg/On CR, on South Longyard Road/SW/Concrete barriers on abandoned road

Section V:
Affidavits

BASELINE PREPARER AFFIDAVIT

The undersigned hereby certifies 1) that acting in my capacity as contractor of the Department of Fish and Game I prepared the accompanying Baseline Documentation Report dated January 13, 2020, describing the Franklin Land Trust Property located in Southwick 2) that the Report describes and documents the natural and other resources of the Property protected under a Conservation Restriction recorded in the Hampden County Registry of Deeds in Book 22732 at Page 457 on June 28, 2019, and 3) that based on all the information cited in said Report and to the best of my knowledge and belief, the Report is an accurate representation of the Property and its condition as of the date of the Report.

Notwithstanding the above, the undersigned agrees that the conditions documented in the Report do not necessarily constitute the entirety of conditions of the Property allowed or required by the Conservation Restriction, and that the Department of Fish and Game in no way waives any rights, in law or equity, to enforce any provisions of the Conservation Restriction, whether or not directly addressed in this Report.

Signed and sealed under the pains and penalties of perjury this ____ day of _____, 20__

By: _____
Douglas R. Bruce

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was driver's license, to be the person who signed the preceding or attached document in my presence, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.

SEAL

Signature of Notary Public

Printed name of Notary Public

My Commission expires: _____

BASELINE PHOTOGRAPHER AFFIDAVIT

The undersigned hereby certifies that acting in my capacity as contractor of the Department of Fish and Game on January 6 and 13, 2020, I visited the Franklin Land Trust Property located in Southwick and took documentary ground photographs (“the Photographs”), with photo file names, IMG_1179.jpg through IMG_1259.jpg, and 2) that the Photographs, attached hereto, together with accompanying descriptions, List of Waypoints and Documentary Photographs, and Waypoint Waypoint and Route Map, fairly and accurately depict the property as it appeared on the date the photographs were taken.

Signed and sealed under the pains and penalties of perjury this ____ day of _____, 20__

By: _____
Douglas R. Bruce

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was driver’s license, to be the person who signed the preceding or attached document in my presence, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.

SEAL

Signature of Notary Public

Printed name of Notary Public

My Commission expires: _____

ACKNOWLEDGMENT OF BASELINE CONDITIONS

The undersigned, being the successor owner of the Franklin Land Trust Property located in Southwick, subject to a Conservation Restriction recorded in the Hampden County Registry of Deeds in Book 22732 at Page 457 on June 28, 2019, hereby [**certify/certifies**] to the Department of Fish and Game that the accompanying Baseline Documentation Report, dated January 6 and 13, 2020 is, to the best of [**my/our**] knowledge and belief, an accurate representation of the Property and its condition on this date.

Notwithstanding the above, the undersigned [**agree/agrees**] that the conditions documented in said Report do not necessarily constitute the entirety of conditions of the Property allowed or required by the Conservation Restriction, and that the Department of Fish and Game in no way waives any rights, in law or equity, to enforce any provisions of the Conservation Restriction, whether or not directly addressed in this Report.

Executed under seal this ____ day of _____, 20__

By: _____
Signature of Successor

Print Name

Acknowledged by:
Agency Name

By: _____
Signature of Agency Representative

Print Name and Job Title

Section VI:
Appendices

Appendix A
Letter of Transmittal



Native
Habitat
Restoration

June __, 2020

Liz Newlands
CR Stewardship Coordinator
Division of Fisheries and Wildlife
1 Rabbit Hill Road
Westborough, MA 01581

Dear Ms. Newlands,

In satisfaction of our contract with the Division of Fisheries and Wildlife, Native Habitat Restoration LLC submits this baseline documentation report for the Franklin Land Trust CR DFW 1555.

The baseline conforms to the Executive Office of Energy and Environmental Affairs Restriction Baseline Documentation Report Specifications dated May 7, 2013.

The baseline was printed on _____ paper (acid free).

Thank you for the opportunity to work with you on this important conservation project.

Sincerely,

Doug Bruce
Native Habitat Restoration LLC
PO Box 582
Stockbridge, MA 01262

Appendix B

Contractor's Qualifications

Doug Bruce of Native Habitat Restoration, LLC has more than nine years of directly related experience in the preparation of baseline documentation reports, resource-management plans, and boundary/deed research. A complete resume of the contractor's qualifications is attached.

Douglas R. Bruce

1666 Dublin Road
Richmond, MA 01254

dougrbruce@yahoo.com
(413) 358-5382

CURRENT EMPLOYMENT

Native Habitat Restoration, LLC.

Stockbridge, MA

Conservation Services, June 2017 – current.

- Baseline Documentation Report preparation; conservation planning for land trusts and private landowners; stewardship management for land trusts and landowners.

RECENT EMPLOYMENT

Berkshire Natural Resources Council

Pittsfield, MA

Stewardship Manager, May 2008 – June 2017.

- Management of 105 conservation easements covering 11,166 acres: evaluation of potential CEs, review CE documents, preparation of Baseline Documentation Reports, annual monitoring of CEs, CE-owner outreach.
- Management of 40 reserves comprising 10,204 acres: conservation planning, deed and boundary research, boundary marking, management plans, mapping, habitat creation and management, oversight of timber harvests, grant-writing, grassland maintenance, mowing.
- Oversight of 50 miles of trail and 16 trailheads: trail planning and construction, including permitting, trailheads, trail maps, kiosks, signage, and maintenance.
- Supervisor of stewardship department: supervise 1 fulltime employee and up to 4 seasonal interns. Oversee volunteer stewards: finding, vetting, training, and assigning duties.
- Outreach: plan and lead 6-8 hikes/events each year, create and lead 6-8 educational events each year, educate landowners about land management options and programs, educate landowners about conservation options, and provide assistance to local land trusts.

EDUCATION

Wake Forest University

Winston-Salem, NC

Graduate coursework 2005-07: Foundations of Ecology, Historical Biogeography, Biophysical Ecology, Biogeography, Avian Biology, Biostatistics, Multivariate Statistics.

University of Vermont (non-degree courses)

Burlington, VT

Introduction to Geographic Information Science (GIS), spring 2002.

Basic Statistical Methods, spring 2001.

Field Ornithology, May 1996.

Bowdoin College

Brunswick, ME

Bachelor of Arts, Biology, English minor, May 1997.

Coursework: Biology, Ecology, Chemistry, Organic Chemistry, Botany, Evolution, Ornithology, Conservation Biology, Land Use Planning, seven English classes.

EDUCATION (continued)

Sea Education Association, (study away) fall 1995 Falmouth, MA
Semester-long program on shore and sea. Subjects include marine biology, physics, political and cultural studies, nautical science, and boat handling.

SELECTED EMPLOYMENT

Teaching Assistant, Wake Forest University, September 2005 - May 2007 Winston-Salem, NC
Prepared and presented lectures on Ecology/Evolution and Comparative Physiology to undergraduate labs of ~15 students.

Research Technician, Proctor Maple Research Center, October 2002 - May 2003 Underhill, VT
Repair and expansion of sugarhouse (site work, cement, carpentry, piping), maintenance of sugarbush and facilities, set-up and maintenance of sap-collection studies.

Curatorial Assistant, American Museum of Natural History, Dec. 1999 - May 2000 NY, NY
As part of Ichthyology Department, supported research on fish of the world. Member of museum team sent to northern Vietnam to collect specimens from mountain streams.

Research Technician/Bird Bander

Institute for Bird Populations, summer 2005	Fort Bragg, NC
Missisquoi National Wildlife Refuge, summers 2001-03	Swanton, VT
Eastern Maine Conservation Initiative, summer 1999	Downdeast Maine
Canadian Wildlife Service, fall 1998	Venice, Quebec, Canada
North Carolina State University, summer 1998	Marion, SC
University of Southern Mississippi, fall 1997	Block Island, RI
Audubon Vermont, summer 1997	Vermont
University of Massachusetts, summer 1996	White Mountain NF, NH

ADDITIONAL INFORMATION

Skills: GPS, orienteering, basic carpentry, hand and power tools, chainsaws, mid-size tractors.

Computer skills: PC, ArcGIS, Microsoft Office, Bloomerang (donor-management).

Member founding board Friends of Missisquoi National Wildlife Refuge, **Secretary** 2003.

Eagle Scout, awarded 1993.

Interests: ornithology, natural history, reading, hiking.

Resume

Appendix C
Restriction History and Chronology

Appendix D
Property Deed Copy

Bk 22732 Pg 485 #35221
06-28-2019 @ 11:51a

Affected Premises:

49 South Longyard Road
Southwick, Massachusetts

MASSACHUSETTS STATE EXCISE TAX
HAMPDEN COUNTY REGISTRY OF DEEDS
Date: 06-28-2019 @ 11:51am
Ct1#: 176 Doc#: 35221
Fee: \$12,426.00 Cons: \$2,725,000.00

KNOW ALL PERSONS BY THESE PRESENTS

That **FRANKLIN LAND TRUST, INC.**, a Massachusetts nonprofit corporation having a principal office at 5 Mechanic Street, Shelburne Falls, Massachusetts 01370

for consideration of **Two Million Seven Hundred Twenty-five Thousand Dollars (\$2,725,000)**,
paid,

grants to **THE INHABITANTS OF THE TOWN OF SOUTHWICK**, a Massachusetts municipal corporation having a principal office at 454 College Highway, Southwick, Massachusetts 01077,

with **QUITCLAIM COVENANTS**,

The land in Southwick, Hampden County, Massachusetts, located on the southerly side of South Longyard Road, shown as "Land of South Longyard Holding Co., Inc. Area – 62.36 Acres +/-" on a plan of land titled, "Plan of Land in Southwick, Massachusetts Surveyed and Mapped for Franklin Land Trust Commonwealth of Massachusetts Department of Fish and Game Town of Southwick," dated May 20, 2019, prepared by R Levesque Associates, Inc., recorded on June 28, 2019, at Plan Book 386, Page 70, Hampden County Registry of Deeds.

Subject to a utility easement to Western Massachusetts Electric Company and New England Telephone and Telegraph Company dated May 6, 1958, and recorded in Hampden County Registry of Deeds, Book 2606, Page 56.

Subject to a Storm Drain Easement shown on a subdivision plan dated September 1998, and
Subject to an easement agreement with Stanley M. Zych and Evelyn C. Zych dated June 30, 1999, and recorded in said Registry Book 10893, Page 518.

Subject to a boundary line agreement with David G. LaVoice, dated June 30, 1999, and recorded in Book 10893, Page 524.

Subject to a boundary line agreement with Stanley M. Zych dated June 30, 1999, and recorded in said Registry Book 10900, Page 80.

Subject to such storm water, drainage and access easements as are shown on said plan.

Subject to a Conservation Restriction taken by The Commonwealth of Massachusetts through the Department of Fish and Game, dated June 17, 2019, recorded at Book 22732, Page 457, Hampden County Registry of Deeds.

Being the same premises conveyed to the grantor herein by deed of South Longyard Holding Company, Inc., dated June 28, 2019, recorded at Book 22732, Page 452, Hampden County Registry of Deeds.

This conveyance does not represent all or substantially all of the assets of the Grantor.

Signed this 28th day of June, 2019.

FRANKLIN LAND TRUST, INC.

By: Thomas S. Curren
Thomas S. Curren, Executive Director
For authority see Book _____, Page _____.

THE COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

Then personally appeared the above-named Thomas S. Curren, Executive Director of Franklin Land Trust, Inc., who is personally known to me, and acknowledged that he signed above for the stated purpose hereof and as his free act and deed as Executive Director of the Franklin Land Trust, Inc., before me,

Richard M. Evans
Richard M. Evans, Justice of the Peace
My commission expires Nov. 19, 2021.

(Seal)

CHERYL A. COAKLEY-RIVERA, ESQ.
HAMPDEN COUNTY REGISTRY OF DEEDS

Appendix E
Landowner Contact Log

Date	Method	Person Contacting	Person Contacted	Summary of Contact
1/7/2020	Email	Doug Bruce	Dennis Clark, Southwick	Introduction of project
1/7/2020	Email	Dennis Clark	Doug Bruce	Schedule a phone call
1/9/2020	Phone	Doug Bruce	Dennis Clark	Discussion of landowner's goals, issues

Appendix F
Landowner Correspondence

Appendix G
Waypoints Attribute Table

Appendix H
Southwick Assessor's Data 2019

MAP_PA RCEL	SITE ADDRESS	OWNER	ADDRESS	CITY	STATE	ZIP	BOOK	PAGE
98_22	94 SOUTH LONGYARD RD	CAIN THERESA E	94 SOUTH LONGYARD RD	SOUTHWICK	MA	01077	6149	002
98_23	96 SOUTH LONGYARD RD	WHITE LAURA A & WILLIAM T	96 SOUTH LONGYARD RD	SOUTHWICK	MA	01077	19901	345
98_24	98 SOUTH LONGYARD RD	BURKE JUDITH A	98 SOUTH LONGYARD RD	SOUTHWICK	MA	01077	9151	288
98_83	95 SOUTH LONGYARD RD	COMM. OF MASS. DEPT. OF FISH & WILDLIFE	251 CAUSEWAY STREET, SUITE 400	BOSTON	MA	02114	21734	27
99_30	44 SOUTH LONGYARD RD	TOWN OF SOUTHWICK	454 COLLEGE HWY	SOUTHWICK	MA	01077	3571	532
99_30.1	72 SOUTH LONGYARD RD	DESLAURIERS MARK	11 WILLIAM STREET	FEEDING HILLS	MA	01030	17224	147
99_31	50 SOUTH LONGYARD RD	PHELPS WILLIAM RICHARDS CHARLES	8 OLD HARTFORD AVE.	EAST GRANBY	CT	06026	6927	575
99_31.1	74 SOUTH LONGYARD RD	FRASER JOSH A	76 SOUTH LONGYARD RD	SOUTHWICK	MA	01077	18574	290
99_31.3	78 SOUTH LONGYARD RD	BEALS STEVEN P & KAREN L	78 SOUTH LONGYARD RD	SOUTHWICK	MA	01077	21903	301
99_33	80 SOUTH LONGYARD RD	NERO JOSEPH E	80 SOUTH LONGYARD RD	SOUTHWICK	MA	01077	16037	091
99_34	82 SOUTH LONGYARD RD	GRANAUDO MICHAEL	82 SOUTH LONGYARD RD	SOUTHWICK	MA	01077	9188	406
99_35	84 SOUTH LONGYARD RD	REALE DAVID V	84 SOUTH LONGYARD RD	SOUTHWICK	MA	01077	17169	433

99_36	86 SOUTH LONGYARD RD	LYNCH TIMOTHY J & VERONICA M	86 SOUTH LONGYARD RD	SOUTHWICK	MA	01077	22181	507
99_37	88 SOUTH LONGYARD RD	D'AMOURS SUSAN G	88 SOUTH LONGYARD RD	SOUTHWICK	MA	01077	8843	320
99_38	49 SOUTH LONGYARD RD	TOWN OF SOUTHWICK	454 COLLEGE HWY	SOUTHWICK	MA	01077	22732	485
99_39	2 NORTH POND RD	CORRIVEAU KEVIN M	2 NORTH POND RD	SOUTHWICK	MA	01077	13073	436
99_40	4 NORTH POND RD	OLSEN KATIE J	4 NORTH POND RD	SOUTHWICK	MA	01077	18048	520
99_41	6 NORTH POND RD	GARRITY MARK M	6 NORTH POND RD	SOUTHWICK	MA	01077	14416	179
99_42	8 NORTH POND RD	DAVIS JAMES M	8 NORTH POND RD	SOUTHWICK	MA	01077	16847	344
99_44	19 NORTH POND RD	ZIDES DEBRA	P O BOX 758	SOUTHWICK	MA	01077	19096	162
99_46	13 NORTH POND RD	COCHRANE DANA	2 OLD FARMS LANE	WEST SUFFIELD	CT	06093	21555	247
99_47	11 NORTH POND RD	PHILO DARYL M & MARYANN	11 NORTH POND RD	SOUTHWICK	MA	01077	22219	552
114_166	16 BABB RD	PLUMLEY KENNETH W	16 BABB RD	SOUTHWICK	MA	01077	8962	551
123_27.1	160 POINT GROVE RD	LAKEWOOD VILLAGE LLC	131 ASHLEY AVE	WEST SPRINGFIELD	MA	01089	11071	186