Open Space Management Plan
Rauscher Farm
Clinton, MA

Prepared By:
Clinton Conservation Commission

in conjunction with:

Open Space Acquisition Committee
Friends of Rauscher Farm
Clinton Greenway Conservation Trust

May 21, 2008

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Clinton, MA Open Space Management Plan for Rauscher Farm

I. Vision

A. Purpose:

In 2008, the Town of Clinton purchased Rauscher Farm, to be a town amenity in perpetuity and for conservation purposes only for the undisturbed enjoyment of open space by people of all ages. This is keeping with the Town of Clinton's Open Space and Recreation 2007 Plan, which is a required component of the Town's Master Plan,

The Rauscher Farm conservation area, located at 18 Clamshell Road, Clinton, Massachusetts, consists of 62 acres comprising pasture, woodlands, and wetland areas. The Rauscher Farm parcel abuts Department of Conservation and Recreation (DCR) property on one side and has a section that borders the shoreline of Clamshell Pond. The woodland and wetland areas are considered priority habitats for rare plants and animal species. The Rauscher Farm land abuts the Mount Pisgah Conservation District, which extends from Sudbury through Northborough to the Berlin area. The Clinton Conservation Commission's goal is to provide passive recreation that will not disturb significant natural features and will avoid or minimize threats to the conservation values of Rauscher Farm and surrounding areas.

This Management Plan has been created to provide guidelines for the open-space management of the property, namely, conservation and passive recreation uses that protect the integrity of the land and its priority habits while making the amenity available year-round to Clinton residents of all ages and other people. This Management Plan also provides guidelines for the permanent protection of this parcel; and the Plan satisfies the requirements of the Commonwealth of Massachusetts Self-Help Grant Program Award.

B. Permanent Protection:

To insure the permanent protection of Rauscher Farm, the Clinton Conservation Commission will conduct a wetland delineation and property survey within year one to mark the parcels within Rauscher Farm that will require protection. The property will be divided into three sections: pastures, woodlands, and wetlands.

To insure future protection of the Rauscher Farm, for this land to be converted from its status as protected (open-space) conservation land to any other use, the Clinton Conservation Commission and the Clinton Board of Selectman will have to vote (and otherwise prove) that the land no longer has conservation (open-space) value. Furthermore, there would have to be an affirmative 2/3's majority vote of the Clinton Town Meeting followed by a Special Election). Furthermore, both Houses of the Legislature of the Commonwealth of Massachusetts would be required to vote on any proposed change of status. The land would also have to be replaced with other land within the town's borders that is at least twice the size and ecological value.

C. Project Background

In 2005, Mr. Rauscher, the owner of Rauscher Farm, determined that it was time to sell the family farm and began looking for a buyer. He completed a purchase and sale agreement with Pulte Homes of New England, LLC, in August of 2005. Pulte Homes agreed to purchase the 62 acre farm for $2.6 million.

Rauscher Farm has been historically classified as agricultural land under the terms of Massachusetts General Laws, Chapter 61A. This classification offered a significant tax benefit to the owner. It also provided an option for the Town of Clinton to purchase the land if it were to be sold for any purpose other than agricultural use. In 2006, the Town of Clinton exercised its right under MGL61A to purchase Rauscher Farm.

D. Engaged Citizenry of Clinton

On three separate occasions, the citizens of Clinton voted to purchase Rauscher Farm as an open space amenity to be enjoyed by people of all ages. The first occasion was June 21, 2006, at which time Clinton voters passed Article 18 of the 2006 Annual Town Meeting (ATM) that instructed the Board of Selectmen (BoS) to exercise the right of first refusal and to make a down payment for the purchase of the agricultural land known as Rauscher Farm, according to MGL Chapter 61A. On July 7, 2006, in accordance with the provisions of MGL Chapter 61A, Section 14, the BoS exercised its statutory option to purchase Rauscher Farm. The second occasion was the Annual Town Meeting on June 20, 2007, when the voters passed Article 10 that instructed the BoS to schedule a special town election and include a ballot question for the prospective appropriation of monies to purchase Rauscher Farm using a Proposition 2 ½ exclusion. The third occasion was September 12, 2007, when Clinton voters passed said ballot question by a substantial majority.

A number of committees and sub-committees have worked on the town's purchase of Rauscher Farm. In 2006, the Town formed the Open Space Acquisition Committee (OSAC) to determine a plan to meet the terms of the purchase and sale agreement. The Clinton Conservation Commission formed the Open Space Plan Sub-Committee and subsequently the Clinton Open Space and Recreation Plan for 2007-2011 was created. The Clinton Conservation Commission, in cooperation with OSAC, the Clinton Greenway Conservation Trust (CGCT) and the Friends of Rauscher Farm (FoRF), developed a Land Management Plan to exercise due diligence on behalf of the people of Clinton and as required by regulations of the Commonwealth of Massachusetts Self-Help Grant. A public forum was held on Monday, April 28, 2008, at the Clinton Town Hall. At the forum, the Clinton Conservation Commission in conjunction with the Open Space Acquisition Commission, Friends of Rauscher Farm and Clinton Greenway Conservation Trust presented the draft management plan to solicit comments and input from the people of Clinton on the use of the land they voted to purchase.

E. Site Description

i. Historical Importance of Rauscher Farm

The Town of Clinton, incorporated in 1850, was originally part of Lancaster and this entire area was included in the English purchase of 80 square miles from the Nashaway Nipmuc Indians in 1653. It was representatives of this Native American tribe who invited John Prescott, the first recorded permanent European settler to come to the Lancaster (Clinton) area.

Rauscher Farm is located is an area that was in agricultural use for several hundred years. As early as 1716, there were colonial settlers in the area east of the Nashua River including what is now Rauscher Farm. Cellar holes and the historical record attest to this early settlement of the Rauscher Farm area. The families of the current owner, Mr. Frederick Rauscher and his predecessors, have farmed this parcel for the last 100 years. Originally, a dairy farm, Rauscher Farm, which recently became dormant, was the last working farm in Clinton.

Predating agricultural use, the area is steeped in history. Numerous prehistoric archaeological sites abound throughout the entire Clamshell Pond area. Over 50 historic sites have been identified to date and several of these sites have been registered with the Massachusetts Historical Commission (only the sites which were impacted by the Woodlands project, a.k.a., Tall Pines, have been formally excavated). As well as sites, many artifacts have been found by those living in the area. The artifactual evidence spans thousands of years, from the Early Archaic period (about 9,000 years) to Contact Era (European settlement in the 1600's). Although it has not yet been possible to do an archaeological survey of Rauscher Farm, when it can be done, many sites and artifacts are likely to be discovered. A 1913 newspaper report refers to an Ebenezer Wilder whose plough had some time earlier unearthed Native American stone artifacts including hatchets, gouges, arrowheads, and a small wooden dish shaped like a canoe.

In more recent times, an icehouse was operational on Clamshell Pond from the 1890's to the 1930's.

ii. Rauscher Farm's Priority Habitats

Rauscher Farm is the last privately-owned undeveloped parcel that abuts Clamshell Pond. Until a few years ago, the Clamshell Pond area was one of the last undeveloped areas of Clinton. Recently, however, single family and condominium projects have taken up much of the open space and farmland that once surrounded the Pond. Indeed, Rauscher Farm is the largest parcel of open space in a now very densely populated, geographically small town. The pastures, woodlands, and wetlands that constitute Rauscher Farm host hundreds of species. The land is an endangered species habitat for both yellow and pink lady slippers. In fact, Rauscher Farm may be the only location in Worcester County for yellow lady slippers, according to Robert Bertin of the Holy Cross Biology Department. The farm is also an endangered species habitat for the loon, Four Toed Salamander, and the Marbled Salamander. In addition, the land supports vernal pools. **(See Appendix 1)**

iii. Strategic Environmental Importance of Rauscher Farm

Rauscher Farm and Clamshell Pond border the Mount Pisgah area and, as described earlier, are geologically and environmentally part of a much bigger area. This bigger area contains many large, undeveloped tracks in Berlin, Boylston, and Northborough between the Wachusett Reservoir and the Assabet River. Rauscher Farm is a very important piece of this larger environmental landscape.

The northeast portion of Rauscher Farm borders a section of the proposed Central Mass Rail Trail. By keeping the farm as undeveloped land, a wildlife corridor that extends from the Mt. Pisgah area in the Sudbury, Assabet, and Concord watershed through the Nashua River will be preserved. The Mt Pisgah area, comprising approximately 5,000 acres, contains portions of northeastern Boylston, western Berlin, southeastern Clinton, southeastern Bolton, and northwestern Northborough. Its location makes Rauscher Farm a very strategic parcel for the area.

iv. Unique Geological/Environmental Features of Rauscher Farm

The farm has unique geologic features. The parcel is on the Clinton-Newbury fault line. It includes Clamshell Pond, a spring fed pond at the top of a hill. Chiastolite, or cross stone, which is an uncommon stone, has been found in the area. Chiastolite is found only in a few small areas of California, Australia, and central Massachusetts. The parcel crosses two watersheds--the Nashua River Watershed and the Sudbury, Assabet, and Concord Rivers Watershed (SUASCO)—and is therefore important to watershed protection. The southwest portion of the land abuts the Wachusett Reservoir's protection zone: The Wachusett Reservoir serves as Clinton's and metropolitan Boston's drinking water supply.

The northeast portion of the land borders a section of the proposed Central Mass Rail Trail. By preventing the farm from becoming developed as high-density housing, a wildlife corridor that extends from the Mt. Pisgah area in the SUASCO Watershed to the Nashua River will be preserved. The Mt Pisgah area, comprising approximately 5,000 acres, contains portions of northeastern Boylston, western Berlin, southeastern Clinton, southeastern Bolton, and northwestern Northborough.

The southern portion will abut the proposed trails at The Woodlands residential development in both Clinton and Berlin. (See Appendix 4 – List of Proposed Trails - Woodlands) The northern portion abuts the Maffeis conserved land, much of which is designated as NHESP 2006 Priority Habitats of Rare Species.

v. Site Description Documentation - See Section IV. Appendixes

F. Guiding Principles, Goals and Objectives

The Town's Master Plan and Open Space and Recreation Plan, which was revised by the Town and accepted by the Commonwealth of Massachusetts in 2007, provide the foundation for the principles of the Vision Statement and the Open Space Management Plan.

The Open Space Management Plan is intended to guide the management and use of Clinton Conservation Commission lands for open space, conservation and recreational purposes (specifically Rauscher Farm):

a. Guiding Principles

- Maintain and preserve an open space parcel of land (Rauscher Farm) in Clinton for passive recreation for future generations to use and safely enjoy in perpetuity.
- Protect and enhance Clinton's natural environment.
- Preserve the integrity of Rauscher Farm by protecting the woodlands, wetlands and presently mowed pastures that constitute the parcel.
- Continue practices that have allowed a wide diversity of species to survive on the property; for instance, raptors frequently take advantage of open fields to seek small mammals and birds. Edges provide cover and shelter for rabbits as well as their fox and coyote predators. Berry producing shrubs and trees attract spring and fall neo-tropical migratory birds.
- Provide an environment where people of all ages can renew their connection with the natural world.

b. Goals and Objectives:

Goal 1: To preserve, protect and manage the Rauscher Farm property as open space and for passive recreation in perpetuity. The objectives of the goal are to:

- Assist in the preservation and protection of the water quality at Clamshell Pond;
- Preserve and protect wildlife habitat and corridors;
- Preserve and protect the habitat of endangered species, including but not limited to – the marbled salamander, the four-toed salamander, and the habitat of yellow and pink lady slippers;
- Preserve scenic views and scenic paths, where possible;
- Preserve the peaceful atmosphere and quietude of the area;
- Preserve the natural soundscape of Rauscher Farm's pastures, woodlands, and wetlands including Clamshell Pond;
- Preserve and protect historic sites dating back to the 1600s and prehistoric periods;
- Encourage retention of agricultural history of the property
- Promote biodiversity;
- Create, in Year 2 of this Plan, a bylaw with a list of unacceptable activities on the Rauscher Farm property, to be included for codification and citizen approval on the Annual Town Meeting Warrant;
- Adhere to the recommendations in the Purchase and Sale Agreement;
- Create a Conservation Restriction in perpetuity and for conservation purposes only for all 62 acres of Rauscher Farm within the first 2 years of ownership; with the exception of the house, silo, barn, 'garages' currently located on either side of Clamshell Road.

Goal 2: To enable use of existing open space for passive recreation. The objectives of this goal are to:

- Increase resident's awareness and use of open space areas for passive recreation;
- Diversify recreational opportunities available to residents;
- Provide parking area space for handicap van drop off, pick up and turn around accessibility;
- Provide, as a longer term goal, handicapped access picnic areas and an accessible trail to that area;
- Provide an environment for adults and children to connect with open space in a meaningful manner;
- Develop educational programs on wildlife, habitat, and biodiversity for children and adults;
- Develop a network of local teachers and naturalists to help broaden and cultivate a deeper understanding of the natural world.

Goal 3: To link open space and recreational sites. The objectives of this goal are to:

- Provide opportunities for passive recreational activities and the construction and maintenance of trails and paths to encourage passive recreation;
- Protect wildlife migratory paths and sites;
- Mark and maintain existing trails and easements (marking those trails that pass through wetland areas or wildlife habitats). In Year 2 of this Plan, establish, mark and maintain trails where necessary with the goal of connecting the Rauscher Farm trails to the adjacent proposed Central Massachusetts Rail Trail, proposed public trails on the Woodlands, and current trails on the Maffei's property and DCR land;
- Coordinate financial and volunteer resources.

II. Management Plan

The management plan undertakes to match the goals and objectives listed in Section I, Part F – Guiding Principles, Goals and Objectives with the resources available.

A. Range of Uses

In conformance with the Guiding Principles, Goals and Objectives, the Town's inventory of open space lands must serve a multitude of purposes. These purposes must be limited on sensitive lands where human activity should be restricted due to negative environmental impacts, and may be encouraged on lands where passive recreation should be accommodated through improved public access and awareness. Some lands are suitable for all or many of the purposes listed below while others are too sensitive for such activity. Only those properties which are currently appropriate for passive recreational purposes are listed in Section II. Lists and descriptions of other properties owned by the Clinton Conservation Commission may be obtained from its office in Clinton Town Hall. The range of passive recreational uses is as follows (this list derived from the Range of Uses from Passive Recreation State Grant):

- Bird watching;
- Natural sound scape appreciation
- Camping (by permit);
- Boating; no trailer able access, carry in only
- Fishing
- Cross country skiing and snowshoeing;
- Dog walking (on-leash);
- Dog walking (off-leash in designated areas)
- Environmental education;
- Horse riding;
- Walking and hiking
- Trail running
- Night Sky Observations (by permit);
- Bicycling (non-motorized) on bike paths only (not-off trail to protect endangered plants and wildlife habitats);
- Nature Study;
- Photography, sketching and painting;
- Other general public recreational uses (exercise, Tai Chi, etc.).

The Clinton Conservation Commission reserves the right to amend, restrict or otherwise alter the range of uses identified above.

B. Rules for Public Access

On Rauscher Farm, Protection of Public Property by the Clinton General Bylaws is applicable. These Bylaws includes the prohibition of firing or discharging firearms; or carrying spirituous or intoxicating liquors on any public grounds within the Town. It also prohibits fouling any well, brook, stream, or any body of water, as well as the disposal of any animal carcass in a body of water or on the surface of any ground. In addition, operation of a snowmobile, mini-bike, or other recreational vehicle (as defined in MGL Chapter 90B, Section 20) on any property in Town is prohibited.

Other than motorized wheelchairs and emergency, farm or maintenance vehicles, the use of all motorized vehicles/boats is prohibited (ATVs, motorcycles, mopeds, jet skis, snowmobiles, etc.).

C. Recommendations Rauscher Farm Property

Below is a list of what the Management Plan will provide for the Rauscher Farm Property:

- Utilize the existing parking area and refurbish. This is a requirement of DCR Self Help Grant;
- Provide at least five parking spaces and handicapped turnaround access;
- Set Hours of Operation – Dawn to Dusk;
- Provide snow plowing of parking areas;
- Construct trails and connection(s) to adjacent trails and open space;
- Require that trash be carry in/carry out. No littering will be tolerated;
- Place benches and picnic tables at selected locations using natural and/or 'green' materials;
- Create signage for trails and points of interest within the farm (using volunteers);
- Protect surrounding properties by clearly marking/delineating boundaries; for surveying initially use pipes for boundary markers, then to raise money have people purchase the granite markers for boundaries and can also use this for fundraising (bricks with names on them for parking lot, name trails after benefactors, etc.)
- Recruit Volunteers for general maintenance;
- Review and update Plan on a timely basis;
- Use 'green' bio/eco-friendly materials whenever possible (for signs, benches, etc).
- Require that pet waste is carry in/carry out;
- Schedule and advertise/publicize maintenance days (spring/summer/fall) to remove brush/saplings from the trails;
- Create signage advising patrons of hazardous situations (e.g. deer and woodland tick populations)
- All buildings (barn, silo, house, equipment shed) on Rauscher Farm will be inspected and inventoried. A separate plan for the maintenance of these buildings is in process.

D. Public Access Use, Rules and Regulations Overview

The list of allowable Passive Recreational activities referenced above in Section A. – Range of Uses, as well as the Protection of Public Property by the Clinton General Bylaws in Section B under II. Management.

An information kiosk will be placed in the parking lot with a list of rules/regulations/passive recreation/hours of operation/contact information for the Clinton Conservation Commission, as well as emergency information.

The following rules and regulations are in addition to the provisions of Section VI of the By-laws and are applicable to all lands enumerated in Section II of this Management Plan.

1. Vehicular traffic is prohibited except on designated paved roads authorized for use by the Clinton Conservation Commission or by vehicles authorized within the Management Plan document or with the expressed permission of the Clinton Conservation Commission.

2. Any behavior, conduct and/or activity unreasonably disruptive and which infringes on someone's right to be undisturbed is prohibited.

3. Use of open fires, grills or fuel stoves is prohibited except by permit from the Clinton Conservation Commission, and if appropriate, Fire Department.

4. Drunkenness, breach of the peace, and disorderly conduct are strictly forbidden.

5. All motorized recreational vehicles such as, but not limited to, minibikes, mopeds, snowmobiles, ATVs, etc. are prohibited, except for vehicles used for public safety and emergency.

6. No person shall injure, deface, destroy, remove or carry off any sign, structure, facility, or other property or equipment under the care and control of the Clinton Conservation Commission.

7. Parades, games, fairs, carnivals, festivals, bazaars, art shows or solicitations for raising or collecting funds are not allowed without a Clinton Conservation Commission permit.

8. Organized events or groups of 20 or more people require a Clinton Conservation Commission permit.

9. Any commercial activity, including display of goods for sale, is strictly forbidden without a Clinton Conservation Commission permit.

10. Posters, leaflets, placards or advertisements shall not be distributed on or affixed to any land without a Clinton Conservation Commission permit.

11. The possession or discharge any firearms, air rifle, paint ball rifles, bow and arrow, handgun, fireworks, or explosives are strictly prohibited (See Appendix 5 – 500' Dwelling Map)

12. Hunting is prohibited (See Appendix 5), hunting is prohibited with 500' of any dwelling and within 100' of any roadway per Massachusetts Fish and Game. Per Article 18 section 16 of the Clinton town bylaws, no person shall fire or discharge any gun, or other firearms in or across any of the streets or public places within the town ; but this section shall not apply to the use of such weapons in the lawful defense of one's person, family or property or in the performance of any duty required or authorized by law, nor upon such days as maybe designated by the board of selectman. Rauscher Farm will be a public place/park so no gun can be fired

13. Digging, disturbing, cutting or removing vegetations is strictly prohibited, except by permit of the Clinton Conservation Commission.

14. The disposal of sand, gravel, fill, brush, and other household or commercial materials, including refuse and waste, is strictly prohibited by the Clinton Conservation Commission.

15. No person shall drop, throw, or place any litter, garbage, or other refuse in the Rauscher Farm. This is a carry in/carry out recreational area.

16. The disposal of household garbage and trash or other waste materials within the boundaries of the property is strictly prohibited.

17. No person shall refuse or neglect to obey any posted regulatory sign, the lawful directions of a police officer or the lawful directions of an authorized public official.

18. Public nudity is strictly forbidden on the property.

Activities Permitted – subject to 30-day prior written approval by Clinton Conservation Commission

- Educational programs
- Overnight camping
- Programs held outside of regular public access hours
- Other appropriate group activities that do not conflict with the purposes of the conservation restriction.

Both allowed and prohibited public uses will be posted on signs at the parking area and within all publications associated with the site.

E. Management Plan Prohibited Acts and Uses, Reserved Rights and Exceptions and Notice and Approval Per Chapter 97

Under the provisions set forth in MGL Chapter 97 the following are Prohibited Acts and Uses as well as Reserved Rights and Exceptions and Notices and Approvals which will not be permitted and/or performed.

E1. PROHIBITIED ACTS AND USES

Subject to the exceptions set forth herein, the Clinton Conservation Commission will not perform or permit the following acts and uses on Rauscher Farm:

1. Constructing, placing any new temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, billboard or other advertising display, antenna, utility pole, tower, conduit, line or other new temporary or permanent structure or facility on, above or under the Premises;

2. Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise make topographical changes to the area;

3. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, or archeological conservation;

4. The disruption, removal or destruction of the existing structures and/or boundary markers;

5. Subdivision; conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises, and no portion of the Premises may be used towards building or development requirements on this or any other parcel;

6. The use of the Premises for more than *de minimis* commercial recreation, business, residential or industrial use of the Premises

7. 'Introduction of non-native or species of plants and animals that pose a substantial risk of being invasive or otherwise detrimental to the native plant and animal species

8. Any other use of the Premises or activity thereon which is inconsistent with the purpose of this Management Plan.

E2. Reserved Rights and Exceptions

The Clinton Conservation Commission (Grantor) reserves the right to conduct or permit the following activities and uses (to the Grantee) on Rauscher Farm but only if such uses and activities do not materially impair the conservation values or purposes of this Management Plan:

All acts and uses not specifically allowed are prohibited.

1. Vegetation Management. In accordance with generally accepted forest management practices, removing of brush, selective *de minimus* pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Premises, including vistas, woods roads, fence lines and trails and meadows;

[If forestry is to be allowed, must be conducted in accordance with a forest management plan and Forest Cutting Plan approved by the Clinton Conservation Commission (Grantor) acting by and

through its State Forester (or any successor agency) and designed to protect and enhance the conservation value of the Premises, including, without limitation, water quality, water features, scenic views, wildlife habitat, etc.]

2. Non-native or nuisance species. The removal of non-native or invasive species, the interplanting of native species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality.

3. Composting. The stockpiling and composting of stumps, trees and brush limbs and similar biodegradable materials originating on the Premises, provided that such stockpiling and composting is in locations where the presence of such activities will not have a deleterious impact on the purposes (including scenic vistas) of this Management Plan;

4. Wildlife Habitat Improvement. measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species including selective planting of native trees, shrubs and plant species;

5. Archaeological Investigations. The conduct of archaeological activities, including without limitation survey, excavation and artifact retrieval, following submission of an archaeological field investigation plan and its approval in writing by Clinton Conservation Commission (Grantor) and the State Archaeologist of the Massachusetts Historical Commission (or appropriate successor official);

6. Permits. The exercise of any right reserved by Clinton Conservation Commission (Grantor) under this Paragraph D2 shall be in compliance with zoning, the Wetlands Protection Act (or its successor), and all other applicable federal. State and local laws, rules, regulations and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Clinton Conservation Commission (Grantor) or the Commonwealth takes any position whether such permit should be issued.

7. The placement or construction of facilities for the development and utilization of energy resources, including but not limited to, wind, solar, hydroelectric and geothermal, if it does not materially impair conservation and/or passive recreation interests.

8. 'Trails, Fences, Stone Walls. The maintenance and use of existing ways, trails fences, bridges, gates and stone walls on the Premises, substantially in their present condition, or as reasonably necessary for the current uses thereof or hereinafter permitted, and if necessary the creation of new ways, trails, fences, bridges, gates and stone walls, so long as they are not significantly detrimental to wildlife conservation, water quality, soil conservation and/or forestry management practices or which is otherwise wasteful of the natural resources of the Premises, and subject to approval by the Clinton Conservation Commission (Grantor).

9. 'Restoration: Any work undertaken in conjunction with the reserved rights mentioned above shall seek to minimize disturbance on the Premises. Upon completion of any site work performed, any disturbed areas shall be restored to match the conditions with respect to soil material, grade, and vegetated ground cover that existed prior to said work.

E3. Notice and Approval

Whenever notice to or approval to a Grantee is required under the provisions of paragraphs E1 or E2, Clinton Conservation Commission (Grantor) shall notify the Grantee in writing no less than 60 days prior to the date the Grantee intends to undertake the activity in question.

F. Physical Maintenance

Physical maintenance to Rauscher Farm is to be developed, planned and implemented as necessary to promote the goals of the management plan.

Stream and wetland crossings will be monitored and trail maintenance will be provided as necessary. Signage for the protection of the property of abutters will be provided upon request. Some included properties may require, or be better suited for, no physical changes. In all cases, public safety, erosion control, and sensitivity of the land will control the creation and closing of trails.

G. Management and Monitoring

Rauscher Farm will be managed and monitored consistent with the management goals identified, subject to fiscal and other considerations. Management of Rauscher Farm will include periodic monitoring of properties in order to identify maintenance needs, public safety, and other concerns. All management issues are the responsibility of the Clinton Conservation Commission.

The Clinton Conservation Commission shall establish a Trails Committee to undertake trail monitoring and to coordinate and communicate with volunteer, civic, emergency response and other groups to perform maintenance on Conservation properties. Maintenance may also include periodic professional forestry activities (including the use of motorized vehicles) on certain properties.

H. Emergency Response

The Town's Fire, Police, and EMT personnel have emergency response procedures in place for Conservation and other properties in Town. Motorized vehicles are allowed on the Managed Properties in consideration of public safety and emergency or with prior written permission of the Commission.

I. Enforcement

The Clinton Conservation Commission will enforce the rules and regulations as necessary to preserve the Properties for their intended use, including such fines and restrictions as may be permitted by law.

J. Funding and Grant Writing

Grant Writing and fundraising will be performed by Clinton Conservation Commission in conjunction with the Open Space Acquisition Committee, Friends of Rauscher Farm and Clinton Greenway Conservation Trust.

K. Review

The Clinton, MA, Open Space Management Plan for Rauscher Farm will be updated and reviewed by the Clinton Conservation Commission in conjunction with the Open Space Acquisition Committee, Friends of Rauscher Farm and Clinton Greenway Conservation Trust on an at least annual basis. The Clinton Conservation Commission meets monthly and inquiries to the Plan can be made at their monthly.

III. Communication

Comments, suggestions, requests for permits/permissions, and all other communications with regard to the Management Plan should be directed to:

The Clinton Conservation Commission
Clinton Town Hall
242 Church Street
Clinton, MA 01510

IV. Appendices – List of Exhibits

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Appendix 1 – Priority Habitats

Appendix 1 – Priority Habitats

Commonwealth of Massachusetts

Division of Fisheries & Wildlife

MassWildlife

Wayne F. MacCallum, *Director*

4/28/2008

John Woodsmall
Clinton Conservation Commission
242 Church St.
Clinton MA 01510

RE: Project Location: Clamshell Road
Town: CLINTON
NHESP Tracking No.: 06-19418

To Whom It May Concern:

Thank you for contacting the Natural Heritage and Endangered Species Program ("NHESP") of the MA Division of Fisheries & Wildlife for information regarding state-listed rare species in the vicinity of the above referenced site. Based on the information provided, this project site, or a portion thereof, is located **within** *Priority Habitat 1210* (PH 1210) and *Estimated Habitat 588* (EH 588) as indicated in the *Massachusetts Natural Heritage Atlas* (12th Edition). Our database indicates that the following state-listed rare species have been found in the vicinity of the site:

Scientific name	Common Name	Taxonomic Group	State Status
Hemidactylium scutatum	Four-Toed Salamander	Amphibian	Special Concern
Ambystoma opacum	Marbled Salamander	Amphibian	Threatened

The species listed above is/are protected under the Massachusetts Endangered Species Act (MESA) (M.G.L. c. 131A) and its implementing regulations (321 CMR 10.00). State-listed wildlife are also protected under the state's Wetlands Protection Act (WPA) (M.G.L. c. 131, s. 40) and its implementing regulations (310 CMR 10.00). Fact sheets for most state-listed rare species can be found on our website (www.nhesp.org).

This evaluation is based on the most recent information available in the NHESP database, which is constantly being expanded and updated through ongoing research and inventory. If you have any questions regarding this letter please contact Emily Holt, Endangered Species Review Assistant, at (508) 389-6361.

Sincerely,

Thomas W. French

Thomas W. French, Ph.D.
Assistant Director

RECEIVED
MAY - 1 2008
TOWN OF CLINTON
PERMITTING OFFICE

Division of Fisheries & Wildlife

RECEIVED

MAY – 7 2009

TOWN OF CHELTON
PLANNING BOARD

BioMap and Living Waters

Guiding Land Conservation for Biodiversity in Massachusetts

Core Habitats of Clinton

This report and associated map provide information about important sites for biodiversity conservation in your area.

This information is intended for conservation planning, and is not intended for use in state regulations.

Produced by:

Natural Heritage & Endangered Species Program
Massachusetts Division of Fisheries and Wildlife
Executive Office of Environmental Affairs
Commonwealth of Massachusetts

Produced in 2004

BioMap and Living Waters:
Guiding Land Conservation for Biodiversity in Massachusetts

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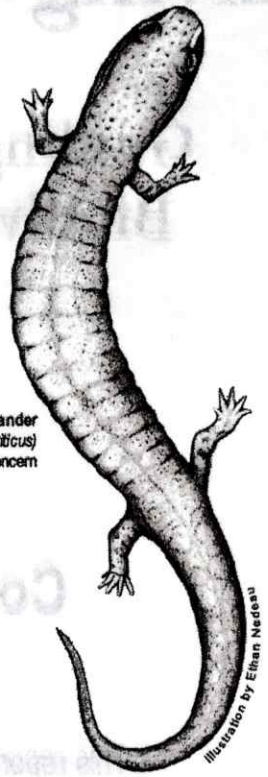
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* Depending on the location of Core Habitats, your city or town may not have all of these sections.



Spring Salamander
(Gyrinophilus porphyriticus)
Species of Special Concern

Funding for this project was made available by the Executive Office of Environmental Affairs, contributions to the Natural Heritage & Endangered Species Fund, and through the State Wildlife Grants Program of the US Fish & Wildlife Service.

Natural Heritage & Endangered Species Program

Massachusetts Division of Fisheries and Wildlife
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Tel: (508) 792-7270, Ext. 200 Fax: (508) 792-7821
http://www.nhesp.org

For more information on rare species and natural communities, please see our fact sheets online at ***www.nhesp.org***

BioMap and Living Waters:
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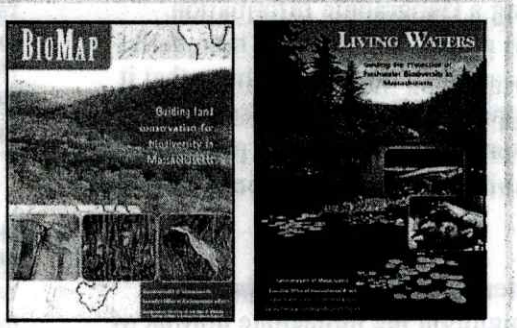
Introduction

In this report, the Natural Heritage & Endangered Species Program provides you with site-specific biodiversity information for your area. Protecting our biodiversity today will help ensure the full variety of species and natural communities that comprise our native flora and fauna will persist for generatons to come.

The information in this report is the result of two statewide biodiversity conservation planning projects, ***BioMap*** and ***Living Waters***. The goal of the BioMap project, completed in 2001, was to identify and delineate the most important areas for the long-term viability of terrestrial, wetland, and estuarine elements of biodiversity in Massachusetts. The goal of the Living Waters project, completed in 2003, was to identify and delineate the rivers, streams, lakes, and ponds that are important for freshwater biodiversity in the Commonwealth. These two conservation plans are based on documented observations of rare species, natural communities, and exemplary habitats.

What is a Core Habitat?

Both BioMap and Living Waters delineate ***Core Habitats*** that identify the most critical sites for biodiversity conservation across the state. Core Habitats represent habitat for the state's most viable rare plant and animal populations and include exemplary natural communities and aquatic habitats. Core Habitats represent a wide diversity of rare species and natural communities (see Table 1), and these areas are also thought to contain virtually all of the other described species in Massachusetts. Statewide, BioMap Core Habitats encompass 1,380,000 acres of uplands and wetlands, and Living Waters identifies 429 Core Habitats in rivers, streams, lakes, and ponds.



Get your copy of the ***BioMap*** and ***Living Waters*** reports! Contact Natural Heritage at 508-792-7270, Ext. 200 or email natural.heritage@state.ma.us. Posters and detailed technical reports are also available.

Core Habitats and Land Conservation

One of the most effective ways to protect biodiversity for future generations is to protect Core Habitats from adverse human impacts through land conservation. For Living Waters Core Habitats, protection efforts should focus on the ***riparian areas***, the areas of land adjacent to water bodies. A naturally vegetated buffer that extends 330 feet (100 meters) from the water's edge helps to maintain cooler water temperature and to maintain the nutrients, energy, and natural flow of water needed by freshwater species.

In Support of Core Habitats

To further ensure the protection of Core Habitats and Massachusetts' biodiversity in the long-term, the BioMap and Living Waters projects identify two additional areas that help support Core Habitats.

In BioMap, areas shown as ***Supporting Natural Landscape*** provide buffers around the Core Habitats, connectivity between Core Habitats, sufficient space for ecosystems to function, and contiguous undeveloped habitat for common species. Supporting Natural Landscape was

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For more information on rare species and natural communities, please see our fact sheets online at ***www.nhesp.org***

generated using a Geographic Information Systems (GIS) model, and its exact boundaries are less important than the general areas that it identifies. Supporting Natural Landscape represents potential land protection priorities once Core Habitat protection has been addressed.

In Living Waters, ***Critical Supporting Watersheds*** highlight the immediate portion of the watershed that sustains, or possibly degrades, each freshwater Core Habitat. These areas were also identified using a GIS model. Critical Supporting Watersheds represent developed and undeveloped lands, and can be quite large. Critical Supporting Watersheds can be helpful in land-use planning, and while they are not shown on these maps, they can be viewed in the Living Waters report or downloaded from www.mass.gov/mgis.

Understanding Core Habitat Species, Community, and Habitat Lists

What's in the List?

Included in this report is a list of the species, natural communities, and/or aquatic habitats for each Core Habitat in your city or town. The lists are organized by Core Habitat number.

For the larger Core Habitats that span more than one town, the species and community lists refer to the entire Core Habitat, not just the portion that falls within your city or town. For a list of all the state-listed rare species within your city or town's boundary, whether or not they are in Core Habitat, please see the town rare species lists available at www.nhesp.org.

The list of species and communities within a Core Habitat contains only the species and natural communities that were explicitly included in a given BioMap or Living Waters Core Habitat. Other rare species or examples of other natural communities may fall within the Core Habitat, but for various reasons are not included in the list. For instance, there are a few rare species that are omitted from the list or summary because of their particular sensitivity to the threat of collection. Likewise, the content of many very small Core Habitats are not described in this report or list, often because they contain a single location of a rare plant

Table 1. The number of rare species and types of natural communities explicitly included in the BioMap and Living Waters conservation plans, relative to the total number of native species statewide.

BioMap

	Species and Verified Natural Community Types	
Biodiversity Group	**Included in BioMap**	**Total Statewide**
Vascular Plants	246	1,538
Birds	21	221 breeding species
Reptiles	11	25
Amphibians	6	21
Mammals	4	85
Moths and Butterflies	52	An estimated 2,500 to 3,000
Damselflies and Dragonflies	25	An estimated 165
Beetles	10	An estimated 2,500 to 4,000
Natural Communities	92	> 105 community types

Living Waters

	Species	
Biodiversity Group	**Included in Living Waters**	**Total Statewide**
Aquatic Vascular Plants	23	114
Fishes	11	57
Mussels	7	12
Aquatic Invertebrates	23	An estimated > 2500

species. Some Core Habitats were created for suites of common species, such as forest birds, which are particularly threatened by habitat fragmentation. In these cases, the individual common species are not listed.

What does 'Status' mean?

The Division of Fisheries and Wildlife determines a status category for each rare species listed under the Massachusetts Endangered Species Act, M.G.L. c.131A, and its implementing regulations, 321 CMR 10.00. Rare species are categorized as Endangered, Threatened, or of Special Concern according to the following:

- ***Endangered*** species are in danger of extinction throughout all or a significant portion of their range or are in danger of extirpation from Massachusetts.
- ***Threatened*** species are likely to become Endangered in Massachusetts in the foreseeable future throughout all or a significant portion of their range.
- ***Special Concern*** species have suffered a decline that could threaten the species if allowed to continue unchecked or occur in such small numbers or with such restricted distribution or specialized habitat requirements that they could easily become Threatened in Massachusetts.

In addition, the Natural Heritage & Endangered Species Program maintains an unofficial ***watch list*** of plants that are tracked due to potential conservation interest or concern, but are <u>not</u> regulated under the Massachusetts Endangered Species Act or other laws or regulations. Likewise, described natural communities are <u>not</u> regulated any laws or regulations, but they can help to identify ecologically important areas that are worthy of protection. The status of natural communities reflects the documented number and acreages of each community type in the state:

- ***Critically Imperiled*** communities typically have 5 or fewer documented sites or have very few remaining acres in the state.
- ***Imperiled*** communities typically have 6-20 sites or few remaining acres in the state.
- ***Vulnerable*** communities typically have 21-100 sites or limited acreage across the state.
- ***Secure*** communities typically have over 100 sites or abundant acreage across the state; however excellent examples are identified as Core Habitat to ensure continued protection.

Legal Protection of Biodiversity

BioMap and Living Waters present a powerful vision of what Massachusetts would look like with full protection of the land that supports most of our biodiversity. To create this vision, some populations of state-listed rare species were deemed more likely to survive over the long-term than others.

Regardless of their potential viability, all sites of state-listed species have full legal protection under the Massachusetts Endangered Species Act (M.G.L. c.131A) and its implementing regulations (321 CMR 10.00). Habitat of state-listed wildlife is also protected under the Wetlands Protection Act Regulations (310 CMR 10.37 and 10.59). The ***Massachusetts Natural Heritage Atlas*** shows **Priority Habitats**, which are used for regulation under the Massachusetts Endangered Species Act and Massachusetts Environmental Policy Act (M.G.L. c.30) and **Estimated Habitats**, which are used for regulation of rare wildlife habitat under the Wetlands Protection Act. For more information on rare species regulations, see the *Massachusetts Natural Heritage Atlas*, available from the Natural Heritage & Endangered Species Program in book and CD formats.

BioMap and Living Waters are conservation planning tools and do not, in any way, supplant the Estimated and Priority Habitat Maps which have regulatory significance. Unless and until the combined BioMap and Living Waters vision is fully realized, we must continue to protect all populations of our state-listed species and their habitats through environmental regulation.

Natural Heritage & Endangered Species Program

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Understanding Core Habitat Summaries

Following the BioMap and Living Waters Core Habitat species and community lists, there is a descriptive summary of each Core Habitat that occurs in your city or town. This summary highlights some of the outstanding characteristics of each Core Habitat, and will help you learn more about your city or town's biodiversity. You can find out more information about many of these species and natural communities by looking at specific ***fact sheets*** at www.nhesp.org.

Next Steps

BioMap and Living Waters were created in part to help cities and towns prioritize their land protection efforts. While there are many reasons to conserve land – drinking water protection, recreation, agriculture, aesthetics, and others – BioMap and Living Waters Core Habitats are especially helpful to municipalities seeking to protect the rare species, natural communities, and overall biodiversity within their boundaries. Please use this report and map along with the rare species and community fact sheets to appreciate and understand the biological treasures in your city or town.

Protecting Larger Core Habitats

Core Habitats vary considerably in size. For example, the average BioMap Core Habitat is 800 acres, but Core Habitats can range from less than 10 acres to greater than 100,000 acres. These larger areas reflect the amount of land needed by some animal species for breeding, feeding, nesting, overwintering, and long-term survival. Protecting areas of this size can be very challenging, and requires developing partnerships with neighboring towns.

Prioritizing the protection of certain areas within larger Core Habitats can be accomplished through further consultation with Natural Heritage Program biologists, and through additional field research to identify the most important areas of the Core Habitat.

Additional Information

If you have any questions about this report, or if you need help protecting land for biodiversity in your community, the Natural Heritage & Endangered Species Program staff looks forward to working with you.

Contact the Natural Heritage & Endangered Species Program:

by Phone 508-792-7270, Ext. 200

by Fax: 508-792-7821

by Email: natural.heritage@state.ma.us.

by Mail: North Drive
Westborough, MA 01581

The GIS datalayers of BioMap and Living Waters Core Habitats are available for download from MassGIS: www.mass.gov/mgis

Check out www.nhesp.org for information on:

- Rare species in your town
- Rare species fact sheets
- BioMap and Living Waters projects
- Natural Heritage publications, including:
  - Field guides
  - Natural Heritage Atlas, and more!

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BioMap: Species and Natural Communities

Clinton

Core Habitat BM689

Natural Communities

Common Name	Scientific Name	Status
Black Oak - Scarlet Oak Forest/Woodland		Vulnerable
Dry Riverside Bluff		Imperiled

Plants

Common Name	Scientific Name	Status
Papillose Nut-Sedge	*Scleria pauciflora var caroliniana*	Endangered
Spreading Tick-Trefoil	*Desmodium humifusum*	Endangered

Core Habitat BM710

Vertebrates

Common Name	Scientific Name	Status
Bald Eagle	*Haliaeetus leucocephalus*	Endangered
Common Loon	*Gavia immer*	Special Concern

BioMap: Core Habitat Summaries

Clinton

Core Habitat BM689

Natural Communities

This Core Habitat contains an outstanding example of the globally rare Dry Riverside Bluff community. Dry Riverside Bluff communities are found on sandy steep areas next to rivers, and support species of dry habitats in predominantly open conditions. Some examples have been heavily influenced by historical fires. Here the community is well-buffered within a Black Oak-Scarlet Oak Forest of good quality. Black Oak-Scarlet Oak Forest is a fairly open Oak-Heath community maintained by regular fire. Found on dry slopes, this community grades into mixed Oak and Pine-Oak forests. Without regular fire the community includes more of the other Oak and Hickory species.

Plants

This Core Habitat contains the world's largest population of a very rare species, Spreading Tick-Trefoil.

Core Habitat BM710

Vertebrates

The large Wachusett Reservoir and surrounding undeveloped lands provide habitat for wintering Bald Eagles and breeding Common Loons. The shores of the Wachusett Reservoir are entirely protected as state watershed protection land.

Living Waters: Species and Habitats

Clinton

Core Habitat LW040

Exemplary Habitats

Common Name	Scientific Name	Status
Lake/Pond Habitat		

Living Waters: Core Habitat Summaries

Clinton

Core Habitat LW040

Clamshell Pond supports a robust assemblage of aquatic plants with no invasive exotic plant species, which in turn likely supports a variety of habitats for aquatic invertebrates. It is a small, headwater pond that is relatively deep in its center. Clamshell Pond is one of the few ponds in the area that has little development in its riparian areas and watershed.

Appendix 2 – Self Help Grant Application

Appendix 2 – Self Help Grant Application

COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS
DIVISION OF CONSERVATION SERVICES
Due Tuesday, July 31, 2007 by 3:00 PM

CONSERVATION LAND ACQUISITION PROGRAMS
APPLICATION FORM – FY08 ANNUAL GRANT ROUND
Massachusetts Self-Help Program & Federal Land and Water Conservation Fund

---

1. Applicant Information

Municipality or State Agency Department Name: **Clinton**
Project Name: Rauscher Farm **Project Acreage:** 62 acres
Present Ownership Information
Name: Fred Rauscher
Address: 10 Clamshell Road
Clinton, MA 01510

Assessor's Sheet Number:	Map 120	Lot Numbers:	2753 and 2755
County:	Worcester	Watershed:	Wachusett Reservoir
Latitude & Longitude at Main Entrance: 42 40' 12.83"N 71 40' 43.78" W			
Congressional District:	Third	Zip Code:	01510

2. Grant Program Preference

Municipal applicants must state if the application is for funding through the Self-Help Program and/or the Land & Water Conservation Fund program; please check off the appropriate box below. Municipal projects may be considered for funding under both the federal LWCF program and the Self-Help Program (indicate this by checking off both boxes below as "yes") – but can only be approved for funding through one of the programs. EOEEA reserves the right to fund a municipal project from the program source it deems most appropriate and most beneficial to the overall needs of the Secretariat should the applicant apply to both state and federal grant programs.

Would you like to use this application to apply for a Self-Help Program Grant?

X Yes ☐**No**

Municipal Applicants applying for a federal LWCF grant: Please note that the federal grant program has a 50% reimbursement rate. This is a separate source of funding and your community, if successful, can only receive a Self-Help grant or a LWCF grant, not both. Would you like to use this application to apply for a LWCF grant?
Note: To be eligible for LWCF assistance applicants must complete and submit Attachment B.

☐**Yes** **X No**

3. Acquisition Details:

DCS calculates the grant award based on the total project cost based on the approved appraised value, or actual purchase price, *whichever is less*. The maximum grant award available is $500,000.00. The reimbursement rate is available online.
Policy Change Now in Effect: DCS cannot reimburse for lands purchased prior to the start date on a state standard contract, in accordance with state procurement law. Therefore, DCS can no longer issue permission to proceed on an acquisition prior to project selection. The community must not purchase the land until a state standard contract is signed by both EOEEA and the community.

Total Project Cost:	$ 2,850,000	
Self-Help Reimbursement Rate (confirmed with DCS):		68 %
LWCF only applicants use 50%		
Grant Request:	$ 500,000	

Negotiated Sale:	☐**Yes** **X No**
Do you have a Purchase and Sales Agreement or Agreed Price?	**X Yes** ☐**No**
If yes, Amount:	$ 2,850,000
Is Clear Title available?	**X Yes** ☐**No**
If no, is an eminent domain taking anticipated?	☐**Yes** ☐**No**
If yes, proposed pro tanto award amount:	$_____

Note that if clear title is not available, the applicant may decide to acquire the property by a friendly taking (eminent domain) process to clear the title. It is best to know if there is a potential title problem as soon as possible since this can complicate the acquisition process.

Appraisal Report #1		*Review Appraisal Report #2 – if land valued at over $500,000*	
Valuation:	$2,600,000	Valuation:	$2,320,000
Appraiser:	Foster Appraisal & Consulting Co.	Appraiser:	Acadia Advisors, LLC
Valuation Date:	July 26, 2007	Valuation Date:	July 5, 2007

Please note: if your project is selected for federal funding, the appraisal must be upgraded to the federal *appraisal standards ("Yellow Book") found at www.usdoj.gov/enrd/land-ack/yb2001.pdf.*

Attach a one page description of the proposed project budget including:

a. The source of all local funding including donations, and the Community Preservation Act.
b. Description of the details of any donation, if applicable. Such funds should be gifted to the community and earmarked for the project.
c. Description of any other sources of funding including federal, state, municipal or nonprofit organizations. List these partners and describe their contribution. Not all sources of state and federal funds are compatible with every DCS grant program.
d. How will the grant reimbursement funds be reinvested, i.e. applied to any outstanding loans for the project, to establish a maintenance fund, or for a subsequent conservation land acquisition?

This is answered in the attachment labeled Question 3 along with a separate spreadsheet labeled Rauscher Farm Open Space Acquisition Committee Donations (2006).

Note that if clear title is not available, the applicant may decide to acquire the property by a friendly taking (eminent domain) process to clear the title. It is best to know if there is a potential title problem as soon as possible since this can complicate the acquisition process.

Appraisal Report #1 — Review Appraisal Report #2 – If land valued at over $500,000

Valuation: $2,600,000 — Valuation: $2,420,000

Appraiser: Lajor Appraisal & Consulting Co. — Appraiser: Acadia Advisors, LLC

Valuation Date: July 26, 2007 — Valuation Date: July 5, 2007

Please note if your project is selected for federal funding, the appraisal must be upgraded to the Federal appraisal standards ("Yellow Book") found at www.ready.x.navy.mil/home/policy/2001.pdf.

Attach a one page description of the proposed project budget including:

a. The source of all local funding including donations and the Community Preservation Act.
b. Description of the details of any donation, if applicable. Such funds should be gifted to the community and accounted for this project.
c. Description of any other sources of funding including federal, state, municipal or nonprofit organizations. List these deadlines and describe their expenditures. Not all sources of state and federal funds are contingent upon CPC grant program.
d. How will the grant reimbursement funds be reinvested, i.e. applied to any outstanding loans for the project, to establish a maintenance fund, or for a subsequent conservation land acquisition?

This is answered in the assessment labeled Question 3 along with a separate open space parcel labeled Restricted Parks Open Space Acquisition Opportunities Description (2600).

4. Project Description

Describe purpose of acquisition and proposed use in a *one page attachment*. Use the Conservation Land Acquisition Project Rating System as an outline for the description to ensure the maximum score possible for your Project. Focus on the Community Planning, Project Quality and Partnership aspects of the Rating System and not the Demographic score since that is calculated by DCS. Describe the natural resource values and importance to the community's overall conservation goals as described in the rating system. Be sure to include information on water resources, green infrastructure, biodiversity and resource protection, intended use of the property, the level of threat from adverse development and joint or cooperative efforts with other agencies or organizations. Include a schedule for this project. **Provide a USGS topographic map with an outline of the Project boundary. Include the location, ownership and acreage of other public or quasi-public open space abutting, or close to, the Project on the topographic map (see Recommended Attachment #2).**

This is answered in the attachment labeled Question 4.

Access to the Property: Does Property have frontage on a street? **X Yes** ☐**No**
If *yes*, list name of street(s): Clamshell Road
If *no*, describe how the public can access the property through adjacent landholdings. Grant funds are used to purchase land for conservation and public passive recreational use. Properties that do not have suitable access cannot be considered for funding.

Zoning, Present Use, and Past Use(s) of the Property. Note that if contamination is suspected, funding will be contingent upon proper mediation of the site, as determined through a Site Assessment, and the appraiser(s) should also address the issue in their evaluation.

The use of this property for the past 50 years has been as a farm. This property has been taxed as a Chapter 61A classified property. Under Chapter 61A, the Town of Clinton is exercising its right of first refusal in its attempt to acquire this land.

Are there Buildings or Structures on the Property? ☐**Yes** **X No**

There are no buildings on the parcels that we propose to purchase with a Self-Help award.

If *yes*, list each one estimating value and current use, as well as intended use should this project be funded. The Self-Help Program is intended to preserve undeveloped land, not to purchase buildings. If the building is not to be used for conservation purposes, it is not eligible for grant funding and its value should be deleted from the subject property.

5. Municipal Open Space and Recreation Plan and the Statewide Comprehensive Outdoor Recreation Plan

Describe how your Project meets the recommendations in your current Open Space and Recreation Plan and cite the page number references to your plan. If we already have a copy of your plan, there is no need to submit another copy. Comment on how the project meets the regional demand for recreation based on the *Statewide Comprehensive Outdoor Recreation Plan (SCORP)*: "Inferred Need for New Recreational Areas" under Chapter 5: The Regional Perspective.
http://www.mass.gov/envir/dcs/global/publications.htm.

This project meets the recommendations of our draft Open Space and Recreation Plan in a number of ways:

- Page 17 – Clinton hopes to acquire one of the larges remaining parcels in this area – its only remaining Chapter 61A property – Rauscher Farm.
- Page 26 – Negotiations for the acquisition of Rauscher Farm is currently a high-priority item for open space protection, as it will otherwise be acquired by a developer for residential development.
- Page 32 – Clinton's last working farm, the 62-acre Rauscher Farm, abuts Clamshell Pond. The property has previously been classified as agricultural land for tax purposes (M.G.L. c. 61A), which gives the Town the option of purchasing the land if it is sold for other uses. Since Pulte Homes has signed a purchase and sale agreement for the property with the expectation of developing it for residential housing, the Town expects to purchase this parcel.

- Page 54 – Rauscher Farm is listed as one of Clinton's open space priorities.
- Page 55 – Residents fear that if major parcels such as the Rauscher Farm and the Brandli parcel are not preserved as open space, the properties will be developed.
- Page 59 – Prioritize the protection of Rauscher Farm, which is situated between the 150-acre Woodlands and the Wachusett reservation.
- Page 61 – This project is listed as Action Item #4 within the table detailing a 5-year Action Plan.

This project meets the Regional demand for recreation *Statewide Comprehensive Outdoor Recreation Plan (SCORP)* in the following ways – It will support many walking trails, which reflects a 58.6% participation rate for walking in the Central Massachusetts Region. It also supports the stated need of "…in terms of the number of individuals served, are those activities reporting between 25 and 50% participation rates, including hiking, fishing, picnicking, playground activity, wildlife and nature study…" (see page 65), and "This region also expressed the strongest participation rate statewide in boating, especially non-motorized" (see also page 65).

6. Town Meeting or City Council Approval.

Submit certified copy of the vote, or draft language. Vote must conform to sample vote language criteria, available online from DCS.

Does your project have an affirmative town meeting vote or city council approval? **X Yes** ☐**No**

This article was passed overwhelmingly at our June 2007 Annual Town Meeting. It must still pass on a Proposition 2 ½ debt-exclusion override vote.

If not, what is the date for the vote? September 12, 2007

7. Commonwealth Capital Application

Communities may submit their FY06 Commonwealth Capital Score or may submit for a score using the FY 06 criteria if they have not done so before (for more information see http://www.mass.gov/?pageID=ocdterminal&L=2&L0=Home&L1=Commonwealth+Capital&sid=Eocd&b=terminalcontent&f=ocdfrontpage_commonwealthcapital&csid=Eocd)

Have you applied for a Commonwealth Capital Score? **X Yes** ☐**No**

FY06 Commonwealth Capital Score: 61 REQUESTED FY'08 SCORE IS 70.

- Page 54 – Rauscher Farm is listed as one of Clinton's open space priorities.
- Page 55 – Residents fear that if major parcels such as the Rauscher Farm and the Brandli parcel are not preserved as open space, the properties will be developed.
- Page 59 – Prioritize the protection of Rauscher Farm, which is situated between the 150-acre Woodlands and the Wachusett reservation.
- Page 61 – This project is listed as Action Item #4 within the table detailing a 5-year Action Plan.

This project meets the Regional demand for recreation Statewide Comprehensive Outdoor Recreation Plan (SCORP) in the following ways – It will support many walking trails, which reflects a 38.6% participation rate for walking in the Central Massachusetts Region. It also supports the stated need of "...in terms of the number of individuals served, are those activities reporting between 25 and 50% participation rates, including hiking, fishing, picnicking, playground activity, wildlife and nature study..." (see page 65), and "This region also expressed the strongest participation rate statewide in hunting, especially non-motorized" (see also page 65).

6. Town Meeting or City Council Approval

Submit certified copy of the vote, or draft language. Vote must confirm to sample vote language criteria, available online from DCS.

Does your project have an affirmative town meeting vote or city council approval? ☒ Yes ☐No

This article was passed overwhelmingly at our June 2007 Annual Town Meeting. It must still pass on a Proposition 2 ½ debt exclusion override vote.

If no, what is the date for the vote? September 12, 2007

7. Commonwealth Capital Application

Communities may submit their FY08 Commonwealth Capital Score in any subsequent years in which they have not done so before (for more information see
http://www.mass.gov/?pageID=eohedterminal&L1=2&L2=Home&L3=Commonwealth+Capital&sid=Eea,dcs&L=terminalsecond&sf=tcdtforpage_commcwlthcapscore&tf=tcd_Scored)

Have you applied for a Commonwealth Capital Score? ☒ Yes ☐No
FY08 Commonwealth Capital Score: 61 REQUESTED FY'08 SCORE IS 70

8. Signatures – SEPARATE SIGNATURE PAGE PROVIDED

Attach community's legal authority to apply for the grant, and the Chief Executive Officer's legal authorization to execute contracts. This is a resolution, motion or similar action that has been duly adopted or passed as an official act of the community's governing body which authorizes the filing of the application, including all understandings and assurances contained therein.

By_____ _____ Date: _____
Chief Executive Officer Type Official's Name

Conservation Commission Members (Other town agencies or boards are not eligible for Self-Help funds.)

Signature	Printed Name	Address
	Chair	

Signature	Printed Name	Address

9. Project Manager

Attach authorization from the Chief Executive Officer identifying the individual named below who acts as the official representative of the community in connection with this application. The Project Manager will coordinate all aspects of the acquisition: from application to reimbursement should the application be successful. Ideal candidate will have access to the city or town's Chief Executive Officer, Conservation Commission, Municipal Counsel, and Municipal Treasurer.

Name:	Donald A. Lowe
Affiliation with Municipality	Director – Community and Economic Development
Address at City or Town Hall:	242 Church Street Clinton, MA 01510
Daytime Phone Number:	978-365-4113
Fax Number:	978-365-4133
E-mail address:	economic@net1plus.com
Date Prepared:	July 27, 2007

ATTACHMENTS – use this as a checklist and please label attachments.

REQUIRED: applications that are missing these items will not be accepted

1. **Project Description and Budget Details (see #3 and #4 above). - DONE**
2. **Municipal Open Space and Recreation Plan,** if not already on file at DCS. Plans are approved by DCS for up to five years of eligibility in DCS grant programs. A draft plan is also acceptable if submitted between July 2006 and July 31, 2007, however the plan must be approved by DCS prior to payment of the grant award. **- DONE**
3. **Appraisal report(s)** as required by DCS. Note that projects selected for federal funding must upgrade the appraisal(s) to meet federal appraisal standards ("Yellow Book") found at www.usdoj.gov/enrd/land-ack/yb2001.pdf.

STRONGLY RECOMMENDED: Provides details to information requested and assists in project evaluation.

1. **A Cover Letter** on Conservation Commission letterhead that, at a minimum, identifies or discusses the specific parcel(s) of land to be acquired; a clear statement of the parcel(s)'s importance to the community's natural resource protection needs; any partnerships, financial or otherwise, formed to facilitate the acquisition and/or long-term protection of the parcel(s); and a detailed project schedule.
2. **USGS topographic map** showing project boundary and relationship to other public or quasi-public open space properties nearby. Show current use of adjacent lands and give ownership information if land is protected open space. If contiguous lands are under public ownership, identify agency and use. This map will serve as a locus map for site inspection by DCS staff. *This is one of the most essential attachments – please do a thorough job!*
3. **Plot plan or survey map** showing the project boundary, see Attachment A. The project area must be shown in enough detail to be legally sufficient to identify the lands to be protected. A registered survey plan with deed references or assessor's map with block and lot number are acceptable.
4. Sufficient materials that will allow **MassGIS** to create an accurate digital representation of the proposed site. These materials include either 1.) a USGS topological map or copy (including the name & date of the quad) with the site accurately drawn on it, with a copy of the site plan and/or a survey plan if available **or** 2.) a printout of the digital representation of the site on a USGS topological map background and a note indicating that the digital representation of the site has been emailed to dominique.pahlavan@state.ma.us in appropriate format (Massachusetts State Plane Meters NAD1983 Datum) with a subject line that includes the words "Self-Help Program FY08 Grant Round".
5. Certified copy of affirmative **Town Meeting vote** or **City Council Order**, or draft language using the DCS sample vote language.
6. **Draft Conservation Restriction (CR)** – if your project involves the purchase or conveyance of a CR, please complete a separate CR application and submit a draft restriction along with this application. To obtain a copy of the Conservation Restriction Handbook, visit www.state.ma.us/envir/conservation/restrictions.pdf.
7. **Other State Agency Review** – If it is not possible to include their response in the application package to DCS, attach a copy of your cover letter requesting their input.
   - Massachusetts Natural Heritage and Endangered Species Program (MNHESP at www.state.ma.us/dfwele/dfw/nhesp/heritage).
   - Massachusetts Historical Commission: Send the MHC a PNF (http://www.sec.state.ma.us/mhc/mhcpdf/pnf.pdf) with a photocopy of the USGS locus map with the property boundaries clearly indicated, smaller-scale property maps if available, and a cover letter to include information about any known historic or archaeological sites. Send this certified mail, return receipt requested, so that you know when it was received. MHC will review and comment to DCS (and copy the applicant) within 30 days of receipt. There is no need to telephone or email the MHC. See these webpages for any questions: http://www.sec.state.ma.us/mhc/mhcpdf/pnfguide.pdf **and** http://www.sec.state.ma.us/mhc/mhcrevcom/revcomidx.htm.
8. If applicable, demonstrate how acquisition is integral to an Affordable Housing project.
9. **Commonwealth Capital Score** – your community's FY06 Commonwealth Capital Score can be found online at http://www.mass.gov/ocd/comcap.htm. For questions on Commonwealth Capital email commcap@massmail.state.ma.us

If selected for Self-Help funding, the Respondent will be required to execute the following forms in order to complete a contract:

- Self-Help Project Agreement (available online at www.mass.gov/envir/dcs).
- Commonwealth Standard Contract
- Commonwealth Standard Terms & Conditions
- Contractor Authorized Signatory Listing

Projects selected for federal Land and Water Conservation Funds will be required to submit a Boundary Map and LWCF Proposal Description and Environmental Screening Form for the subsequent application that is submitted by EOEEA to the National Park Service. If selected for LWCF funding, the Respondent will also be required to execute the following forms in order to complete a contract:

- LWCF Project Agreement and SF424, 424C and 424D.
- Commonwealth Standard Contract
- Commonwealth Standard Terms & Conditions

Contractor Authorized Signatory Listing

Appendix 3 – Soil Assessments

Appendix 3 – Soil Assessments

Rauscher Farm Area Soils		
Soil Symbol	Soil Name	Description
ChC	Chatfield-Hollis-Rock	outcrop complex, 3 to 15 percent slopes
ChD	Chatfield-Hollis-Rock	outcrop complex, 15 to 25 percent slopes
PaB	Paxton	fine sandy loam, 3 to 8 percent slopes
RdA	Ridgebury	fine sandy loam, 0 to 3 percent slopes
RdB	Ridgebury	fine sandy loam, 3 to 8 percent slopes
Wh	Whitman	loam, extremely stony
WrB	Woodbridge	fine sandy loam, 3 to 8 percent slopes
WsB	Woodbridge	fine sandy loam, 0 to 8 percent slopes, very stony

SOIL SURVEY WORCESTER COUNTY, MASSACHUSETTS, NORTHEASTERN PART — SHEET NU



Belgrade series

The Belgrade series consists of very deep, moderately well drained soils on lacustrine plains and terraces. The soils formed in lacustrine deposits in old glacial lakebeds. Slopes range from 3 to 8 percent.

Belgrade soils are associated with Amostown and Raynham soils and are adjacent to Ninigret soils. The Belgrade soils in this survey area are mapped only with Amostown soils. The Belgrade soils have more silt in the solum than the Amostown or Ninigret soils and do not have mottles in the upper part of the subsoil as do the Raynham soils.

Typical pedon of Belgrade silt loam, in an area of Amostown and Belgrade soils, 3 to 8 percent slopes, 0.3 mile south on Solomon Pond Road from Route 290, 50 feet west of Solomon Pond Road, in the town of Northborough:

Ap—0 to 10 inches; dark brown (10YR 3/3) silt loam; weak medium granular structure; friable; common fine roots; strongly acid; clear smooth boundary.

Bw1—10 to 16 inches; yellowish brown (10YR 5/4) silt loam; weak fine subangular blocky structure; friable; common fine roots; moderately acid; clear smooth boundary.

Bw2—16 to 36 inches; light olive brown (2.5Y 5/4) silt loam; many medium distinct light brownish gray (2.5Y 6/2) and yellowish brown (10YR 5/6) mottles; weak fine subangular blocky structure; friable; few fine roots in upper part; neutral; abrupt smooth boundary.

C—36 to 60 inches; light olive brown (2.5Y 5/4) silt loam; thin strata of silt and silty clay loam; common fine and medium distinct light brownish gray (2.5Y 6/2) and light yellowish brown (2.5Y 6/4) mottles; massive; friable; neutral.

The solum ranges from 20 to 40 inches in thickness. The content of rock fragments ranges from 0 to 5 percent throughout. Reaction ranges from very strongly acid to neutral.

The A horizon has hue of 10YR, value of 3 or 4, and chroma of 2 or 3. It is silt loam or very fine sandy loam.

The Bw1 horizon has hue of 10YR through 5Y, value of 4 or 5, and chroma of 4 through 6. The Bw2 horizon has hue of 10YR through 5Y, value of 4 through 6, chroma of 2 through 4, and it is mottled. The B horizon is silt loam or very fine sandy loam.

The C horizon has hue of 10YR through 5Y, value of 4 through 6, and chroma of 1 through 3. It mainly is silt loam, very fine sandy loam, or loamy very fine sand. Some pedons have thin strata of sand and gravel or silty clay loam or silt typically below a depth of 40 inches.

Canton series

The Canton series consists of very deep, well drained soils on glaciated uplands. The soils formed in friable till derived mainly from gneiss and granite. Slopes range from 3 to 35 percent.

Canton soils are similar to Agawam and Merrimac soils but did not form in the stratified material that is characteristic of the Agawam and Merrimac soils.

Typical pedon of Canton fine sandy loam, 3 to 8 percent slopes, 1,250 feet north on Spectacle Hill Road from the Hudson town line, 50 feet west of the road, in the town of Bolton:

Ap—0 to 4 inches; very dark grayish brown (10YR 3/2) fine sandy loam; weak fine granular structure; friable; many fine roots; 5 percent rock fragments; strongly acid; abrupt smooth boundary.

Bw1—4 to 7 inches; strong brown (7.5YR 5/6) fine sandy loam; weak fine granular structure; friable; many fine roots; 10 percent rock fragments; strongly acid; clear smooth boundary.

Bw2—7 to 13 inches; yellowish brown (10YR 5/6) fine sandy loam; massive; friable; common fine roots; 10 percent rock fragments; strongly acid; gradual smooth boundary.

Bw3—13 to 26 inches; yellowish brown (10YR 5/4) gravelly fine sandy loam; massive; friable; few fine roots; 15 percent rock fragments; strongly acid; abrupt smooth boundary.

2C—26 to 60 inches; grayish brown (2.5Y 5/2) gravelly loamy sand; single grain; loose; 25 percent rock fragments; strongly acid.

The solum thickness ranges from 18 to 36 inches and corresponds to the depth to the coarse textured till. The content of rock fragments ranges from 5 to 25 percent in the solum and 20 to 30 percent in the substratum. Reaction throughout the soil ranges from extremely acid to strongly acid.

The A horizon has hue of 10YR, value of 2 through 4, and chroma of 1 through 3. It is fine sandy loam, loam, or very fine sandy loam.

The B horizon has hue of 7.5YR through 2.5Y and value and chroma of 4 through 6. It is fine sandy loam, loam, or very fine sandy loam or their gravelly analogs.

The 2C horizon has hue of 2.5Y or 5Y, value of 5 through 7, and chroma of 2 or 3. It is the gravelly analogs of loamy sand, loamy fine sand, or loamy coarse sand.

Chatfield series

The Chatfield series consists of moderately deep, well drained and somewhat excessively drained soils on uplands. The soils formed in glacial till underlain by rock

that is dominantly gneiss and schist. Slopes range from 3 to 25 percent.

Chatfield soils are associated on the landscape and mapped with Hollis soils and are adjacent to Canton, Paxton, and Woodbridge soils. The Chatfield soils are 20 to 40 inches to bedrock; the Hollis soils are less than 20 inches deep to bedrock, and the Canton, Paxton, and Woodbridge soils are at least 60 inches deep to bedrock.

Typical pedon of Chatfield fine sandy loam, in a wooded area of Chatfield-Hollis-Rock outcrop complex, 3 to 15 percent slopes, 1.1 miles west on Green Street from the intersection of Warren and Green Streets, 120 feet north of Green Street, in the town of Boylston:

Oi—2 inches to 0; partially decomposed leaf litter.
A—0 to 3 inches; very dark grayish brown (10YR 3/2) fine sandy loam; weak fine granular structure; very friable; many fine and medium roots; 5 percent rock fragments; moderately acid; clear wavy boundary.
Bw1—3 to 8 inches; yellowish brown (10YR 5/6) fine sandy loam; weak fine subangular blocky structure; friable; many fine and medium roots; 5 percent rock fragments; strongly acid; clear smooth boundary.
Bw2—8 to 24 inches; light olive brown (2.5Y 5/4) fine sandy loam; weak fine subangular blocky structure; friable; few fine roots; 5 percent rock fragments; strongly acid; clear smooth boundary.
Bw3—24 to 30 inches; light yellowish brown (2.5Y 6/4) fine sandy loam; weak fine subangular blocky structure; friable; 5 percent rock fragments; strongly acid; abrupt wavy boundary.
R—30 inches; bedrock.

The solum thickness ranges from 16 to 36 inches, and the depth to the bedrock ranges from 20 to 40 inches. The content of rock fragments ranges from 5 to 20 percent throughout the soil. Reaction ranges from very strongly acid to moderately acid throughout the soil.

The A horizon has hue of 7.5YR or 10YR, value of 3 or 4, and chroma of 2 through 4. It is loam, fine sandy loam, or sandy loam.

The B horizon has hue of 10YR or 2.5Y and value and chroma of 4 through 6. It is loam, fine sandy loam, or sandy loam. Some pedons have a C horizon with color and texture similar to those of the B horizon.

Deerfield series

The Deerfield series consists of deep, moderately well drained soils on deltas, stream terraces, and outwash plains. The soils formed in glacial outwash. Slopes range from 0 to 3 percent.

Deerfield soils formed in the same kind of material as Windsor soils and are adjacent to Scarboro and Subury soils. The Deerfield soils have low-chroma mottles within 40 inches of the surface; the Windsor soils do not have mottles. The Deerfield soils are browner than the Scarboro and have less gravel in the substratum than the Sudbury soils.

Typical pedon of Deerfield sandy loam, 1,250 feet west of the intersection of Route 31 and Turnpike Roac 230 feet south of Turnpike Road, in the city of Fitchbur

Oi—2 inches to 0; partially decomposed leaf litter.
A—0 to 2 inches; black (10YR 2/1) sandy loam; weak fine granular structure; very friable; many fine roots very strongly acid; abrupt smooth boundary.
Bw1—2 to 8 inches; dark brown (7.5YR 4/4) sandy loam; massive; very friable; few roots; many light yellowish brown (10YR 6/4) streaks; strongly acid; clear smooth boundary.
Bw2—8 to 14 inches; strong brown (7.5YR 5/6) loamy sand; massive; very friable; moderately acid; clear smooth boundary.
Bw3—14 to 24 inches; yellowish brown (10YR 5/6) loamy fine sand; massive; very friable; moderately acid; gradual smooth boundary.
C1—24 to 34 inches; light brownish gray (2.5Y 6/2) fin sand; common distinct grayish brown (2.5Y 5/2) ar light olive brown (2.5Y 5/4) mottles; massive; very friable; moderately acid; gradual smooth boundary.
C2—34 to 60 inches; light olive gray (5Y 6/2) fine sand many distinct yellowish red (5YR 4/6) mottles; sing grain; loose; moderately acid.

The solum thickness ranges from 15 to 30 inches. Th content of rock fragments ranges from 0 to 15 percent the solum and from 0 to 20 percent in the substratum. Unless limed, the soil ranges from very strongly acid to slightly acid.

The A horizon has hue of 10YR, value of 2 through 4 and chroma of 1 through 3. It is loamy sand, sandy loa or fine sandy loam.

The B horizon has hue of 7.5YR through 2.5Y, value of 4 through 6, and chroma of 3 through 6. The Bw1 horizon ranges from fine sandy loam to sand. The Bw2 and Bw3 horizons are loamy fine sand, loamy sand, sand, or coarse sand.

The C horizon has hue of 10YR through 5Y, value of through 6, and chroma of 1 through 4. It is fine sand, coarse sand, sand, loamy sand, or stratified sand and gravel.

Freetown series

The Freetown series consists of very deep, very poo drained soils on uplands and outwash plains. The soils formed in decomposed organic material more than 51 inches thick. Slopes range from 0 to 2 percent.

Freetown soils are associated with Swansea soils an are adjacent to outwash and glacial till soils. The Freetown soils consist of at least 51 inches of organic matter; the organic matter in the Swansea soils is 16 to

fine roots; 50 percent rock fragments; moderately acid.

The solum thickness and the depth to the stratified sand and gravel range from 18 to 30 inches. The content of rock fragments ranges from 5 to 30 percent in the solum and 25 to 55 percent in the substratum. Reaction of the soil in unlimed areas ranges from extremely acid to moderately acid.

The Ap horizon has hue of 10YR or 7.5YR, value of 3 or 4, and chroma of 2 through 4. Some pedons have an A horizon that has hue of 10YR or 7.5YR, value of 2 or 3, and chroma of 1 or 2. The Ap and A horizons are very fine sandy loam, fine sandy loam, or sandy loam.

The Bw1 horizon has hue of 7.5YR or 10YR, value of 3 through 6, and chroma of 3 through 8. The Bw1 horizon is fine sandy loam, sandy loam, or very fine sandy loam. The Bw2 horizon is sandy loam, gravelly sandy loam, loamy sand, or gravelly loamy sand.

The 2C horizon has hue of 10YR through 5Y and value and chroma of 3 through 6. It is stratified sand and gravel, gravelly sand, or very gravelly sand.

Ninigret series

The Ninigret series consists of very deep, moderately well drained soils on outwash plains and stream terraces. The soils formed in glacial outwash. Slopes range from 0 to 3 percent.

Ninigret soils are on the landscape with Agawam soils and are adjacent to Canton, Deerfield, Merrimac, and Sudbury soils. The Ninigret soils are mottled; the Agawam, Canton, and Merrimac soils are not mottled. The Ninigret soils have less sand in the solum than the Deerfield or Sudbury soils.

Typical pedon of Ninigret fine sandy loam, 0 to 3 percent slopes, 400 feet south of the Massachusetts Turnpike on Parkerville Road, and 50 feet west of Parkerville Road, in the town of Southborough:

Ap—0 to 9 inches; very dark grayish brown (10YR 3/2) fine sandy loam; weak fine granular structure; very friable; many fine roots; moderately acid; abrupt smooth boundary.

Bw1—9 to 14 inches; yellowish brown (10YR 5/6) fine sandy loam; weak medium subangular blocky structure; very friable; common fine roots; 2 percent rock fragments; moderately acid; clear wavy boundary.

Bw2—14 to 21 inches; yellowish brown (10YR 5/4) fine sandy loam; few fine distinct grayish brown (2.5Y 5/2) and yellowish red (5YR 5/6) mottles; weak medium subangular blocky structure; very friable; few fine roots; 2 percent rock fragments; moderately acid; abrupt irregular boundary.

2C1—21 to 32 inches; light olive brown (2.5Y 5/4) loamy fine sand; few fine distinct grayish brown (2.5Y 5/2) and yellowish red (5YR 5/6) mottles; massive; very friable; few fine roots; 5 percent rock fragments; moderately acid; abrupt smooth boundary.

C2—32 to 60 inches; light olive brown (2.5Y 5/4) gravelly loamy sand; common fine distinct grayish brown (2.5Y 5/2) and yellowish red (5YR 5/6) mottles; single grain; loose; few roots in the upper 4 inches; 25 percent rock fragments; moderately acid.

The solum thickness and the depth to sand or sand and gravel range from 18 to 34 inches. The content of rock fragments ranges from 0 to 10 percent above a depth of 30 inches and from 0 to 60 percent below 30 inches. Reaction ranges from very strongly acid to moderately acid.

The A horizon has hue of 10YR, value of 2 through 4, and chroma of 1 through 4. It is fine sandy loam or very fine sandy loam.

The Bw1 horizon has hue of 10YR or 7.5YR and value and chroma of 4 through 6. The Bw2 horizon has hue of 10YR through 5Y, value of 4 through 6, and chroma of 2 through 6 and is mottled. The B horizon mainly is fine sandy loam or very fine sandy loam. Some pedons have a layer of sandy loam or loamy fine sand that is less than 5 inches thick.

The C horizon has hue of 2.5Y or 5Y, value of 4 through 6, and chroma of 2 through 4. It is loamy fine sand, loamy sand, or sand or their gravelly or very gravelly analogs.

Paxton series

The Paxton series consists of very deep, well drained soils on glacial till uplands. The soils formed in friable glacial till overlying firm glacial till. Slopes range from 3 to 35 percent.

Paxton soils are on the landscape with Woodbridge soils and are adjacent to Canton and Poquonock soils. The Paxton soils do not have mottles in the solum and have a very firm substratum; the Woodbridge soils are mottled, and the Canton soils have a friable substratum. The Paxton soils have less sand in the substratum than the Canton soils and less sand in the solum than the Poquonock soils.

Typical pedon of Paxton fine sandy loam; 3 to 8 percent slopes, 1,600 feet east of Lyman Street on railroad track, 400 feet south of railroad track, in the town of Northborough:

A—0 to 5 inches; very dark grayish brown (10YR 3/2) fine sandy loam; weak fine granular structure; very friable; common fine roots; 5 percent rock fragments; moderately acid; abrupt smooth boundary.

Bw1—5 to 12 inches; yellowish brown (10YR 5/6) fine sandy loam; weak medium granular structure; very friable; few fine roots; 5 percent rock fragments; strongly acid; abrupt wavy boundary.

Bw2—12 to 27 inches; yellowish brown (10YR 5/4) fine sandy loam; weak medium granular structure; friable; few fine roots; 10 percent rock fragments; moderately acid; abrupt wavy boundary.

Cr—27 to 60 inches; grayish brown (2.5Y 5/2) gravelly fine sandy loam; weak medium platy structure; very firm; 25 percent rock fragments; moderately acid.

The solum thickness ranges from 18 to 36 inches and generally corresponds to the depth to the firm glacial till. The content of rock fragments ranges from 5 to 30 percent throughout. Reaction ranges from strongly acid to moderately acid throughout.

The A horizon has hue of 10YR, value of 2 or 3, and chroma of 1 or 2. Some pedons have an Ap horizon that has hue of 10YR, value of 3 or 4, and chroma of 2 through 4. The A horizon is loam, fine sandy loam, or sandy loam.

The Bw1 horizon has hue of 7.5YR or 10YR, value of 4 or 5, and chroma of 4 through 6. The Bw2 horizon has hue of 10YR or 2.5Y, value of 4 or 5, and chroma of 3 through 6. The B horizon is loam, fine sandy loam, or sandy loam or their gravelly analogs.

The Cr horizon has hue of 2.5Y or 5Y, value of 4 through 6, and chroma of 2 through 4. It is firm or very firm and is brittle. It is loam, fine sandy loam, or sandy loam or their gravelly analogs.

Poquonock series

The Poquonock series consists of very deep, well drained soils on glacial uplands bordering fluvial terraces. The soils formed in outwash deposits over firm glacial till. Slopes range from 3 to 15 percent.

Poquonock soils are on the landscape with Paxton and Woodbridge soils and are adjacent to Hinckley and Windsor soils. The Poquonock soils have more sand in the solum than the Paxton or Woodbridge soils and have less sand in the substratum than the Hinckley or Windsor soils.

Typical pedon of Poquonock loamy sand, 3 to 8 percent slopes, 200 feet east of Patton Road, 1,000 feet southwest of Old Mill Road, in the town of Harvard:

Ap—0 to 7 inches; very dark grayish brown (10YR 3/2) loamy sand; weak fine granular structure; friable; common fine roots; 3 percent rock fragments; strongly acid; abrupt wavy boundary.

Bw1—7 to 11 inches; yellowish brown (10YR 5/6) loamy fine sand; weak fine granular structure; friable; common fine roots; 5 percent rock fragments; moderately acid; abrupt smooth boundary.

Bw2—11 to 34 inches; light olive brown (2.5Y 5/6) loamy sand; weak fine granular structure; very friable; few medium roots; 10 percent rock fragments; moderately acid; clear smooth boundary.

2Cr—34 to 60 inches; olive (5Y 5/3) fine sandy loam; massive; firm; 10 percent rock fragments; moderately acid.

The solum thickness and the depth to the firm glacial till range from 24 to 36 inches. The content of rock fragments ranges from 0 to 10 percent in the solum and 10 to 30 percent in the substratum. Reaction ranges from very strongly acid to moderately acid.

The A horizon has hue of 7.5YR or 10YR, value of 2 through 4, and chroma of 2 or 3. The A horizon is loamy sand, fine sandy loam, or sandy loam.

The Bw1 horizon has hue of 7.5YR or 10YR and value and chroma of 4 through 6. The Bw2 horizon has hue of 10YR or 2.5Y and value and chroma of 4 through 6. The B horizon is loamy sand, loamy fine sand, or sand.

The 2Cr horizon is neutral or has hue of 2.5Y or 5Y, value of 3 through 5, and chroma of 0 through 4. It is fine sandy loam or sandy loam.

Quonset series

The Quonset series consists of very deep, excessively drained soils on stream terraces, eskers, kames, and outwash plains. The soils formed in glacial outwash. Slopes range from 0 to 25 percent.

Quonset soils are on the landscape with Hinckley, Merrimac, and Windsor soils. The Quonset soils have predominantly dark rock fragments; the Hinckley, Merrimac, and Windsor soils have predominantly lighter colored rock fragments. The Quonset soils have more gravel in the upper 40 inches than the Windsor soils.

Typical pedon of Quonset loamy sand, 3 to 8 percent slopes, 1/2 mile north of Harvard Road on Ponakin Road, 20 feet west of Ponakin Road, in the side of a gravel pit in the town of Lancaster:

A—0 to 3 inches; very dark brown (10YR 2/2) loamy sand; weak medium granular structure; friable; many roots; 5 percent rock fragments; very strongly acid; abrupt smooth boundary.

Bw1—3 to 6 inches; dark yellowish brown (10YR 4/4) channery loamy sand; weak fine and medium granular structure; friable; many roots; 15 percent rock fragments; very strongly acid; clear smooth boundary.

Bw2—6 to 18 inches; dark yellowish brown (10YR 4/4) very channery loamy sand; weak fine and medium granular structure; very friable; many roots; 35 percent rock fragments; 50 percent dark minerals; strongly acid; clear smooth boundary.

2C1—18 to 34 inches; olive brown (2.5Y 4/4) very channery coarse sand; weak fine and medium granular structure; very friable; common roots; 45 percent rock fragments; 75 percent dark minerals; moderately acid; clear smooth boundary.

2C2—34 to 60 inches; light olive brown (2.5Y 5/4) and dark olive gray (5Y 3/2) very channery coarse sand; single grain; loose; few roots; 55 percent rock fragments; 75 percent dark minerals; moderately acid.

The solum thickness ranges from 15 to 30 inches. The content of rock fragments ranges from 5 to 50 percent in the solum and 35 to 75 in the substratum. Reaction is very strongly acid or strongly acid in the solum and ranges from strongly acid to slightly acid in the substratum.

The A horizon has hue of 10YR, value of 2 through 4, and chroma of 1 through 4. It is loamy sand, sandy loam, or fine sandy loam or their channery analogs.

The B horizon has hue of 10YR or 2.5Y, value of 4 or 5, and chroma of 4 through 6. Above a depth of 10 inches it is loamy sand, fine sandy loam, or sandy loam. Below 10 inches it is loamy sand or sand or their channery or very channery analogs.

The 2C horizon has hue of 2.5Y or 5Y, value of 4 or 5, and chroma of 1 through 4. It ranges from stratified very channery or extremely channery sand through very channery or extremely coarse channery sand.

Raynham series

The Raynham series consists of very deep, poorly drained soils on old lake plains. The soils formed in lacustrine deposits. Slopes range from 0 to 3 percent.

Raynham soils are on the landscape with Belgrade soils and are adjacent to Walpole soils. The Raynham soils have mottles in the upper part of the subsoil, and the Belgrade soils do not. The Raynham soils have more silt in the solum than the Walpole soils.

Typical pedon of Raynham silt loam, 1/4 mile north of Hudson Road, 100 feet east of Solomon Pond Road, in the town of Northborough:

A—0 to 3 inches; very dark brown (10YR 2/2) silt loam; weak fine granular structure; very friable; many roots; strongly acid; abrupt wavy boundary.

Bw1—3 to 12 inches; light olive brown (2.5Y 5/4) silt loam; common fine prominent yellowish red (5YR 4/8) mottles; weak medium granular structure; friable; few roots; moderately acid; clear wavy boundary.

Bw2—12 to 24 inches; light olive gray (5Y 6/2) silt loam; few fine prominent yellowish red (5YR 4/8) mottles; weak medium granular structure; friable; few roots; moderately acid; abrupt wavy boundary.

C—24 to 60 inches; olive (5Y 5/3) silt loam; many medium distinct light olive brown (2.5Y 5/4) and gray (5Y 6/1) mottles; massive; firm; moderately acid.

The solum thickness ranges from 16 to 30 inches. The content of rock fragments ranges from 0 to 2 percent. Reaction ranges from strongly acid to slightly acid in the solum and from moderately acid to neutral in the substratum.

The A horizon has hue of 10YR or 2.5Y, value of 2 through 4, and chroma of 1 through 3. It is silt loam, silt, or very fine sandy loam.

The B horizon has hue of 10YR through 5Y, value of 4 through 6, and chroma of 2 through 4. It is silt loam, silt, or very fine sandy loam.

The C horizon has hue of 2.5Y or 5Y, value of 4 through 6, and chroma of 1 through 3. It mainly is silt loam or very fine sandy loam. Some pedons have thin strata of loamy fine sand, and some have clay and or sandy layers below a depth of 40 inches.

Ridgebury series

The Ridgebury series consists of very deep, poorly drained soils in low-lying areas on uplands. The soils formed in firm glacial till. Slopes range from 0 to 8 percent.

Ridgebury soils and Paxton and Woodbridge soils formed in the same kind of material, and Ridgebury soils are adjacent to Whitman soils. The Ridgebury soils have mottles in the solum; the Paxton soils do not have mottles. The subsoil in the Ridgebury soils is grayer than that in the Woodbridge soils. The Ridgebury soils have a brownish subhorizon; the Whitman soils are gray throughout.

Typical pedon of Ridgebury fine sandy loam, 0 to 3 percent slopes, 500 feet west of Prospect Hill Road, 1/2 mile north of Madigan Lane, in the town of Harvard:

A—0 to 9 inches; black (10YR 2/1) fine sandy loam; moderate medium granular structure; friable; many fine roots; 10 percent rock fragments; moderately acid; abrupt smooth boundary.

Bg1—9 to 14 inches; dark grayish brown (2.5Y 4/2) gravelly fine sandy loam; common medium and coarse distinct olive gray (5Y 5/2), reddish brown (5YR 4/3), and dark brown (7.5YR 3/2) mottles; massive; friable; few roots; 15 percent rock fragments; moderately acid; clear wavy boundary.

Bg2—14 to 23 inches; olive gray (5Y 5/2) gravelly fine sandy loam; common medium and coarse distinct olive brown (2.5Y 4/4), dark gray (10YR 4/1), and dark reddish brown (5YR 2/2) mottles; massive; friable; few roots; 15 percent rock fragments; moderately acid; clear wavy boundary.

Cr1—23 to 29 inches; olive (5Y 5/3) fine sandy loam; many medium distinct dark yellowish brown (10YR 3/4), dark brown (7.5YR 3/2), and strong brown (7.5YR 5/6) mottles; weak thick platy structure; very firm; 5 percent rock fragments; moderately acid; clear smooth boundary.

Cr2—29 to 60 inches; olive gray (5Y 5/2) fine sandy loam; common medium distinct olive brown (2.5Y

4/4) and strong brown (7.5YR 5/6) mottles; common medium faint light olive gray (5Y 6/2) mottles; massive; firm; 10 percent rock fragments; moderately acid.

The solum thickness ranges from 14 to 30 inches and corresponds to the depth to the firm glacial till. The content of coarse fragments in the solum and substratum ranges from 5 to 30 percent. Reaction ranges from very strongly acid to moderately acid.

The A horizon is neutral or has hue of 10YR or 2.5Y, value of 2 or 3, and chroma of 0 through 2. It is sandy loam, fine sandy loam, or loam.

The B horizon has hue of 2.5Y or 5Y, value of 4 through 6, and chroma of 1 or 2. It is fine sandy loam, sandy loam, or loam or their gravelly analogs.

The Cr horizon has hue of 2.5Y or 5Y, value of 3 through 6, and chroma of 1 through 4. It is fine sandy loam or loam or their gravelly analogs. It is firm or very firm.

Saco series

The Saco series consists of very deep, very poorly drained soils on flood plains. The soils formed in alluvial deposits derived mainly from schist and gneiss. Slopes range from 0 to 3 percent.

Saco soils are on the landscape with Limerick and Winooski soils and are adjacent to Whitman soils. The surface layer in the Saco soils is more than 10 inches thick; the thickness of the surface layer in the Limerick and Winooski soils is less than 10 inches. The organic matter content in the Saco soils is greater in some of the lower layers than in the upper layers; the organic matter content in the Whitman soils decreases with depth.

Typical pedon of Saco silt loam, 50 feet south of Massachusetts Route 117, 1/4 mile west of Massachusetts Route 110 on Route 117, in the town of Bolton:

A—0 to 12 inches; very dark gray (10YR 3/1) silt loam; weak fine granular structure; friable; common roots; strong brown (7.5YR 5/8) root stains; strongly acid; abrupt smooth boundary.

Cg1—12 to 29 inches; very dark gray (5Y 3/1) very fine sandy loam; massive; friable; few roots; moderately acid; abrupt smooth boundary.

Cg2—29 to 37 inches; gray (5Y 5/1) very fine sandy loam; common fine distinct reddish yellow (7.5YR 6/8) mottles and common faint olive gray (5Y 4/2) mottles; massive; friable; moderately acid; abrupt smooth boundary.

Cg3—37 to 60 inches; gray (5Y 5/1) and dark gray (5Y 4/1) silt loam; massive; friable; moderately acid.

The content of rock fragments ranges from 0 to 5 percent in the upper 40 inches and from 0 to 50 percent below a depth of 40 inches. Reaction ranges from strongly acid to slightly acid in the upper 30 inches and from moderately acid to neutral below a depth of 30 inches.

The A horizon has hue of 10YR or 2.5Y, value of 2 or 3, and chroma of 1 through 3. It is mucky silt loam, silt loam, or very fine sandy loam.

The Cg horizon has hue of 2.5Y, value of 3 through 6, and chroma of 0 or 1. It mainly is silt loam or very fine sandy loam. Some pedons have sand or sand and gravel below a depth of 40 inches.

Scarboro series

The Scarboro series consists of very deep, very poorly drained soils in low-lying areas on outwash plains. The soils formed in glacial outwash. Slopes range from 0 to 3 percent.

Scarboro soils are on the landscape with Deerfield, Walpole, and Windsor soils. The Scarboro soils are grayish throughout and are mottled; the Deerfield and Windsor soils are brownish, and the Windsor soils are not mottled. The Scarboro soils have an organic surface layer; the Walpole soils do not.

Typical pedon of Scarboro mucky fine sandy loam, in a wooded area near the south edge of Forest Hill Cemetery, 60 feet north of Electric Avenue, in the city of Fitchburg:

Oi—1 inch to 0; maple leaves and debris.

Oa—0 to 7 inches; dark brown (10YR 3/3) mucky peat; thin platy structure; friable; common fine roots; very strongly acid; abrupt wavy boundary.

A—7 to 13 inches; black (N 2/0) mucky fine sandy loam; weak medium granular structure; friable; common fine roots; very strongly acid; abrupt smooth boundary.

Cg1—13 to 18 inches; grayish brown (2.5Y 5/2) loamy sand; massive; friable; many fine roots; very strongly acid; abrupt irregular boundary.

Cg2—18 to 21 inches; grayish brown (2.5Y 5/2) sand; common medium distinct dark brown (7.5YR 3/2) and yellowish red (5YR 4/8) mottles; massive; friable; few fine roots; 10 percent rock fragments; very strongly acid; clear wavy boundary.

Cg3—21 to 60 inches; grayish brown (2.5Y 5/2) gravelly sand; single grain; loose; 15 percent rock fragments; strongly acid.

The content of rock fragments ranges from 0 to 30 percent above a depth of 30 inches and 0 to 50 percent below 30 inches. Reaction ranges from very strongly acid to moderately acid throughout the soil.

The Oa horizon is mucky peat or muck and ranges from 2 to 6 inches thick.

The A horizon is neutral or has hue of 7.5YR through 2.5Y, value of 2 or 3, and chroma of 0 through 2. It is fine sandy loam, sandy loam, or loamy sand or their

The 2C horizon has hue of 2.5Y or 5Y, value of 4 through 6, and chroma of 2 through 4. It is sand or loamy sand or their gravelly analogs.

Whitman series

The Whitman series consists of very deep, very poorly drained soils on uplands. The soils formed in firm glacial till. Slopes range from 0 to 3 percent.

Whitman soils and Paxton, Ridgebury, and Woodbridge soils formed in similar material. The Whitman soils are grayish to a depth of 30 inches; the Paxton and Woodbridge soils are brownish in the upper 10 inches, and the Ridgebury soils have at least one horizon in the upper 30 inches that is brown.

Typical pedon of Whitman loam, 50 feet north of Wachusett Street, 1 mile west of Pleasant Street, in the town of Leominster:

Oi—1 inch to 0; dead grass material.

Ap—0 to 10 inches; black (10YR 2/1) loam; dark gray (10YR 4/1) dry; common medium distinct red (2.5YR 4/8) mottles; weak medium granular structure; friable; 10 percent rock fragments; moderately acid; abrupt wavy boundary.

Bg—10 to 18 inches; gray (5Y 5/1) fine sandy loam; few medium distinct pale olive (5Y 6/4) and light olive brown (2.5Y 5/4) mottles; massive; friable; 7 percent rock fragments; strongly acid; abrupt wavy boundary.

Cr1—18 to 31 inches; light gray (5Y 6/1) fine sandy loam; many medium distinct light olive brown (2.5Y 5/4) mottles; moderate medium platy structure; firm; 7 percent rock fragments; moderately acid; clear wavy boundary.

Cr2—31 to 48 inches; olive (5Y 4/3) fine sandy loam; few medium distinct dark reddish brown (2.5YR 3/4) mottles; massive; firm; 7 percent rock fragments; moderately acid; gradual wavy boundary.

Cr3—48 to 60 inches; olive (5Y 5/3) fine sandy loam; massive; firm; 10 percent rock fragments; moderately acid.

The depth to the firm glacial till ranges from 10 to 30 inches. The content of rock fragments ranges from 5 to 30 percent. Reaction ranges from very strongly acid to slightly acid.

The A horizon is neutral or has hue of 10YR, value of 2 or 3, and chroma of 0 through 2. It is fine sandy loam, loam, or silt loam.

The B horizon is neutral or has hue of 2.5Y or 5Y, value of 4 through 6, and chroma of 0 or 1. It is fine sandy loam or loam or their gravelly analogs.

The Cr horizon is neutral or has hue of 2.5Y or 5Y, value of 4 through 6, and chroma of 0 through 2 above a depth of 30 inches and 0 through 3 below a depth of 30 inches.

Windsor series

The Windsor series consists of very deep, excessively drained soils on outwash plains and terraces. The soils formed in glacial outwash. Slopes range from 0 to 25 percent.

Windsor soils formed in the same kind of material as Deerfield soils and are adjacent to Agawam, Hinckley, Merrimac, and Suncook soils. The Windsor soils do not have mottles as do the Deerfield soils. The Windsor soils have more sand in the solum than the Agawam or Merrimac soils and less gravel than the Agawam, Hinckley, or Merrimac soils. The Windsor soils have a B horizon; the Suncook soils do not have a B horizon.

Typical pedon of Windsor loamy fine sand, 3 to 8 percent slopes, 1/2 mile north on Milk Street from its junction with Route 9, 1/4 mile west of Milk Street, in the town of Westborough:

Ap—0 to 10 inches; dark yellowish brown (10YR 4/4) loamy fine sand; weak medium granular structure; very friable; many fine roots; moderately acid; abrupt wavy boundary.

Bw1—10 to 16 inches; brown (7.5YR 5/4) loamy fine sand; weak fine granular structure; very friable; common fine roots; strongly acid; clear wavy boundary.

Bw2—16 to 24 inches; light yellowish brown (10YR 6/4) fine sand; single grain; loose; common fine roots; very strongly acid; clear wavy boundary.

Bw3—24 to 30 inches; light yellowish brown (2.5Y 6/4) fine sand; single grain; loose; common fine roots; very strongly acid; clear wavy boundary.

C1—30 to 38 inches; olive (5Y 5/3) fine sand; single grain; loose; few fine roots; very strongly acid; clear smooth boundary.

C2—38 to 60 inches; light olive gray (5Y 6/2) fine sand; single grain; loose; few fine roots; very strongly acid.

The solum thickness ranges from 20 to 32 inches. The content of rock fragments ranges from 0 to 10 percent in the solum and from 0 to 15 percent in the substratum. Reaction ranges from moderately acid to very strongly acid.

The A horizon has hue of 10YR, value of 3 or 4, and chroma of 2 through 4. It is loamy fine sand, loamy sand or sandy loam.

The Bw1 horizon has hue of 7.5YR or 10YR and value and chroma of 4 through 6. The Bw2 and Bw3 horizons have hue of 10YR or 2.5Y, value of 5 or 6, and chroma of 2 through 6. The B horizon is loamy sand or loamy fine sand in the upper part and loamy fine sand, loamy sand, fine sand, or sand in the lower part.

The C horizon has hue of 2.5Y or 5Y, value of 4 through 6, and chroma of 2 through 6. It is fine sand or sand.

Winooski series

The Winooski series consists of very deep, moderately well drained soils on flood plains. The soils formed in silty alluvial deposits. Slopes range from 0 to 3 percent.

Winooski soils are on the landscape with Hadley and Limerick soils. The Winooski soils have mottles in the solum; the Hadley soils are not mottled. The Winooski soils are brownish in the solum; the Limerick soils are grayish.

Typical pedon of Winooski very fine sandy loam, 100 feet north of Massachusetts Route 117, 900 feet west of the Bolton town line, in the town of Lancaster:

Ap—0 to 8 inches; very dark grayish brown (10YR 3/2) very fine sandy loam; weak fine granular structure; very friable; many fine roots; moderately acid; abrupt smooth boundary.

C1—8 to 18 inches; dark grayish brown (10YR 4/2) very fine sandy loam; massive; friable; many fine roots; strongly acid; abrupt smooth boundary.

C2—18 to 26 inches; olive brown (2.5Y 4/4) very fine sandy loam; common medium distinct pinkish gray (5YR 7/2) and brown (10YR 5/3) mottles; massive; friable; few fine roots; strongly acid; abrupt smooth boundary.

C3—26 to 43 inches; olive gray (5Y 5/2) very fine sandy loam; common medium distinct pinkish gray (5YR 7/2) and brown (10YR 5/3) mottles; massive; friable; moderately acid; clear smooth boundary.

C4—43 to 60 inches; olive (5Y 5/3) loamy very fine sand; common medium prominent strong brown (7.5YR 5/8) and light brownish gray (10YR 6/2) mottles; massive; friable; moderately acid.

The content of rock fragments ranges from 0 to 5 percent throughout the soil. Reaction ranges from very strongly acid to neutral above a depth of 40 inches and from moderately acid to neutral below 40 inches.

The A horizon has hue of 10YR through 5Y, value of 3 or 4, and chroma of 2 or 3. It is silt loam, very fine sandy loam, or loamy very fine sand.

The C horizon has hue of 10YR through 5Y, value of 3 through 5, and chroma of 2 through 4. It is silt loam, very fine sandy loam, or loamy very fine sand.

Woodbridge series

The Woodbridge series consists of very deep, moderately well drained soils on glacial till uplands. The soils formed in firm glacial till. Slopes range from 0 to 15 percent.

Woodbridge soils and Paxton and Ridgebury soils formed in the same kind of materials, and Woodbridge soils are adjacent to Canton soils. The Woodbridge soils have mottles and a substratum of firm glacial till; the Paxton soils are not mottled, and the Canton soils are friable in the substratum. The Woodbridge soils are browner than the Ridgebury soils.

Typical pedon of Woodbridge fine sandy loam, 3 to 8 percent slopes, 200 feet south of Ashburnham Hill Road and 600 feet east of the Ashburnham town line, in the town of Fitchburg:

Ap—0 to 9 inches; very dark grayish brown (10YR 3/2) fine sandy loam; weak fine granular structure; friable; many roots; 5 percent rock fragments; moderately acid; abrupt smooth boundary.

Bw1—9 to 16 inches; dark yellowish brown (10YR 4/4) sandy loam; weak fine granular structure; friable; many roots; 10 percent rock fragments; moderately acid; abrupt smooth boundary.

Bw2—16 to 22 inches; light olive brown (2.5Y 5/4) sandy loam; few fine faint olive brown (2.5Y 4/4) mottles; weak fine subangular blocky structure; firm; many roots; 10 percent rock fragments; moderately acid; clear smooth boundary.

Cr—22 to 60 inches; grayish brown (2.5Y 5/2) sandy loam; many medium distinct olive brown (2.5Y 4/4) and light olive brown (2.5Y 5/6) mottles; massive; very firm; 10 percent rock fragments; moderately acid; abrupt smooth boundary.

The solum thickness ranges from 15 to 38 inches and corresponds to the depth to firm glacial till. The content of rock fragments ranges from 5 to 30 percent in the solum. Reaction ranges from very strongly acid to slightly acid.

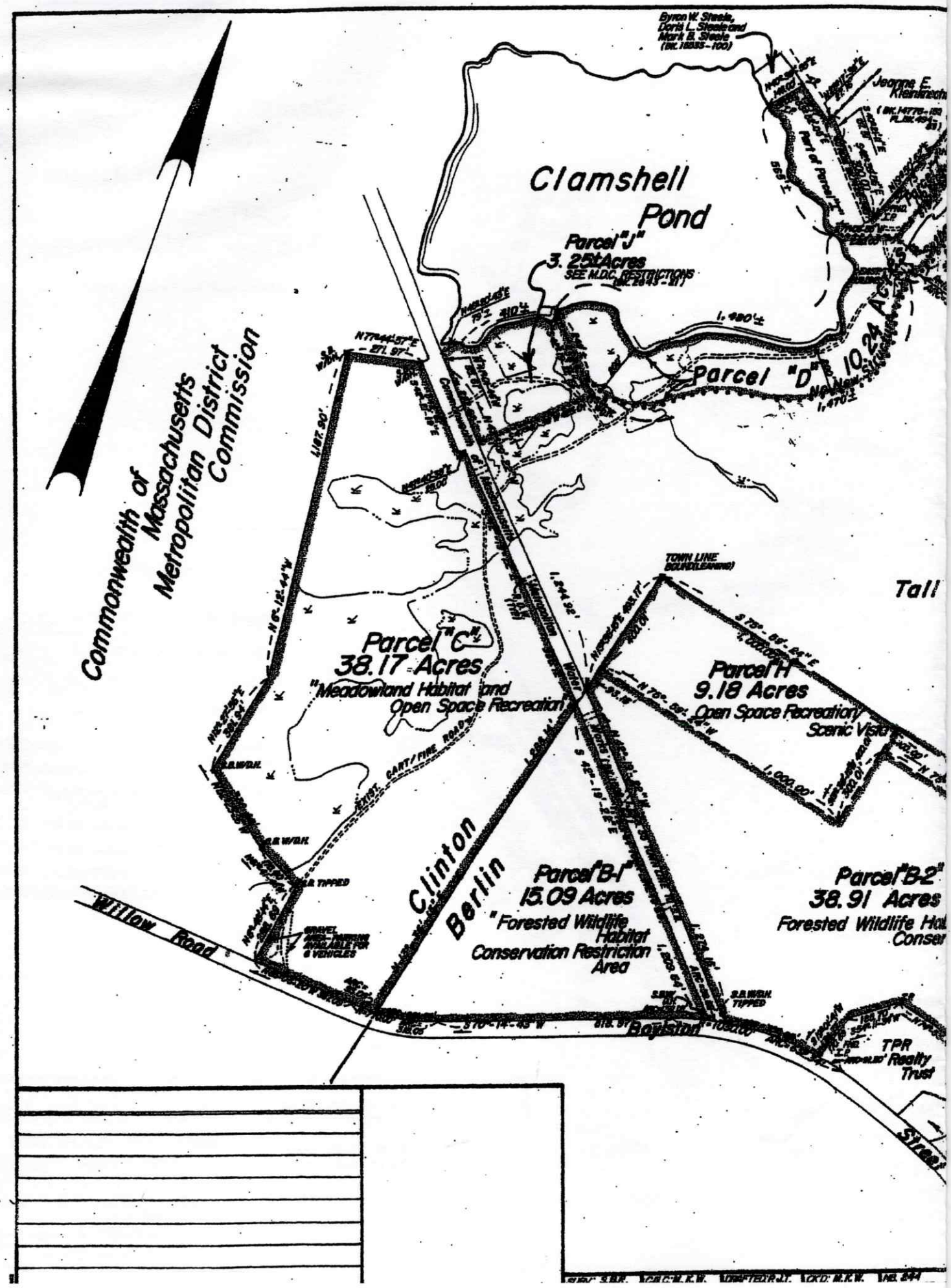
The Ap horizon has hue of 10YR, value of 3 or 4, and chroma of 2 or 3. Some pedons have an A horizon that has hue of 10YR, value of 2 or 3, and chroma of 1 or 2. The A horizon is loam, fine sandy loam, sandy loam, or very fine sandy loam.

The Bw1 horizon has hue of 7.5YR or 10YR, value of 3 through 5, and chroma of 3 through 6. The Bw2 horizon has hue of 2.5Y or 10YR, value of 4 through 6, and chroma of 3 through 6. The B horizon is fine sandy loam, loam, or sandy loam or their gravelly analogs.

The Cr horizon has hue of 2.5Y or 5Y, value of 4 through 6, and chroma of 2 through 4. It is sandy loam, fine sandy loam, or loam or their gravelly analogs.

Appendix 4 – Map of Proposed Trails – Woodlands

Appendix 4 – Map of Proposed Trails – Woodlands


Commonwealth of Massachusetts Metropolitan District Commission
Clamshell Pond
Parcel "J"
3.25± Acres
SEE M.D.C. RESTRICTIONS
Parcel "D"
10.24 Acres
Parcel "C"
38.17 Acres
"Meadowland Habitat and Open Space Recreation"
Parcel H
9.18 Acres
Open Space Recreation/ Scenic Vista
Parcel B-1
15.09 Acres
"Forested Wildlife Habitat Conservation Restriction Area
Parcel B-2
38.91 Acres
Forested Wildlife Hab
Conser
Clinton
Berlin
Willow Road
Bayston
TPR Realty Trust
Byron W. Steele, Doris L. Steele and Mark B. Steele
Jeanne E. Kleinknecht
TOWN LINE (BOUNDLEANING)
GRAVEL AREA SUITABLE FOR 6 VEHICLES
S.B.W.B.H.
S.B. TIPPED

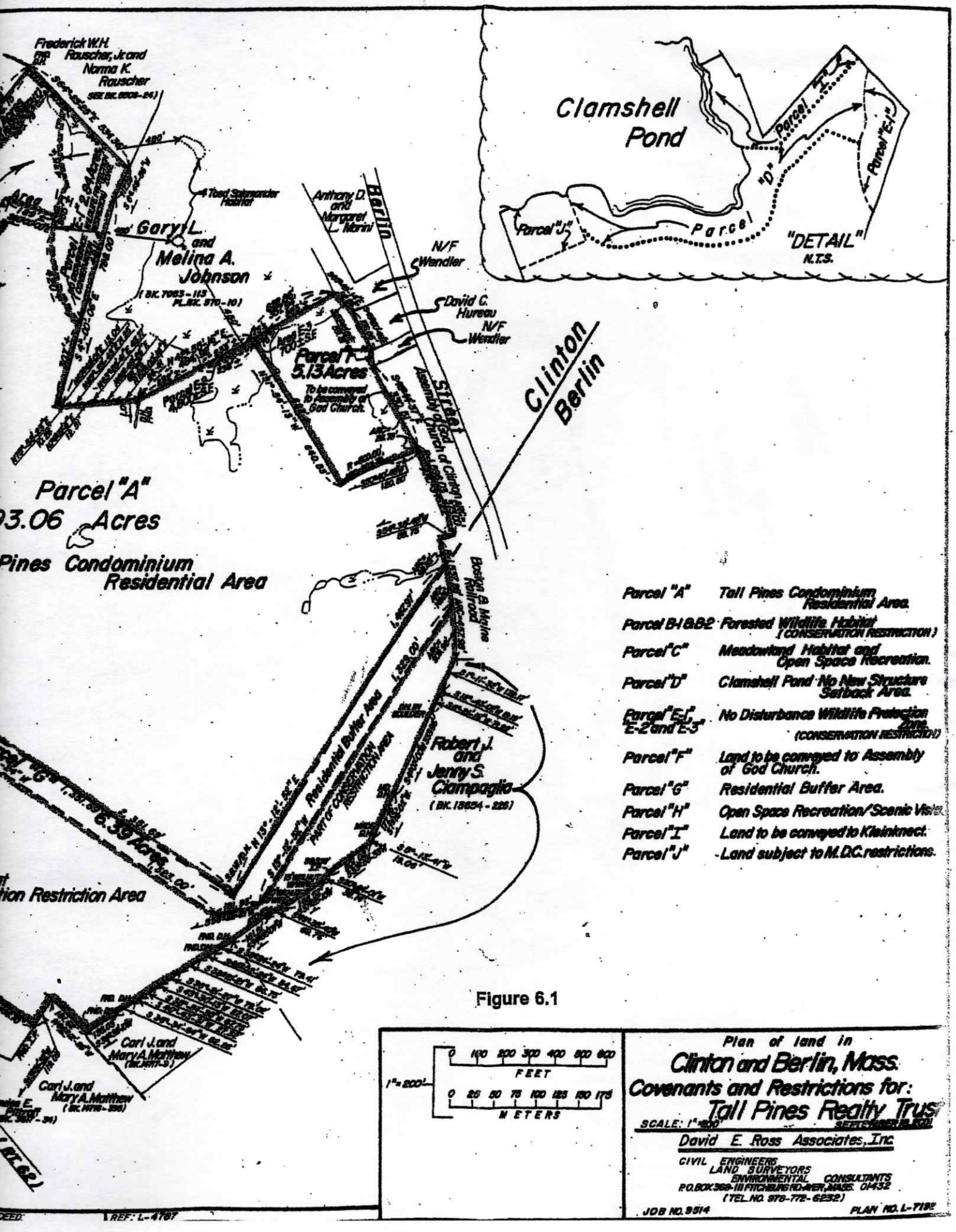
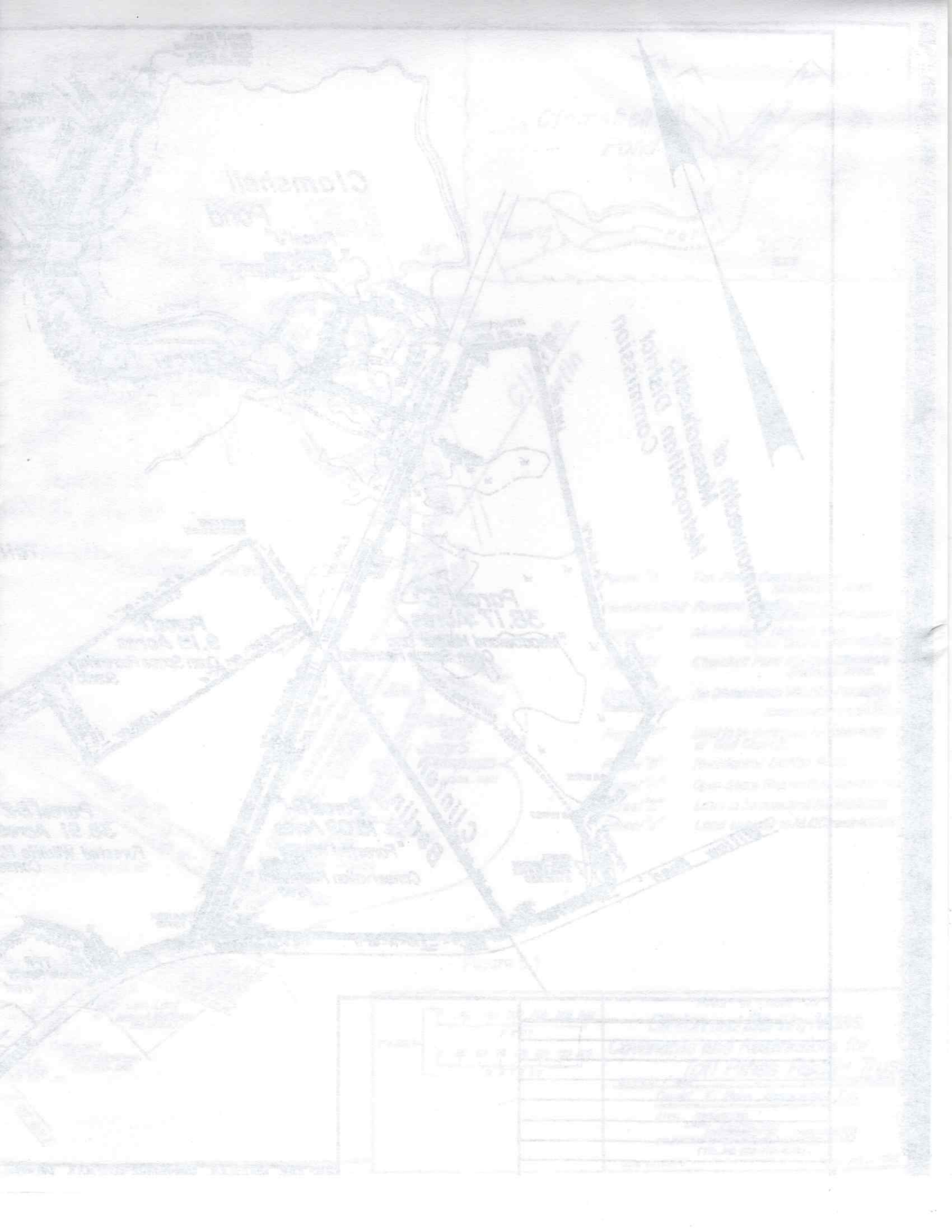
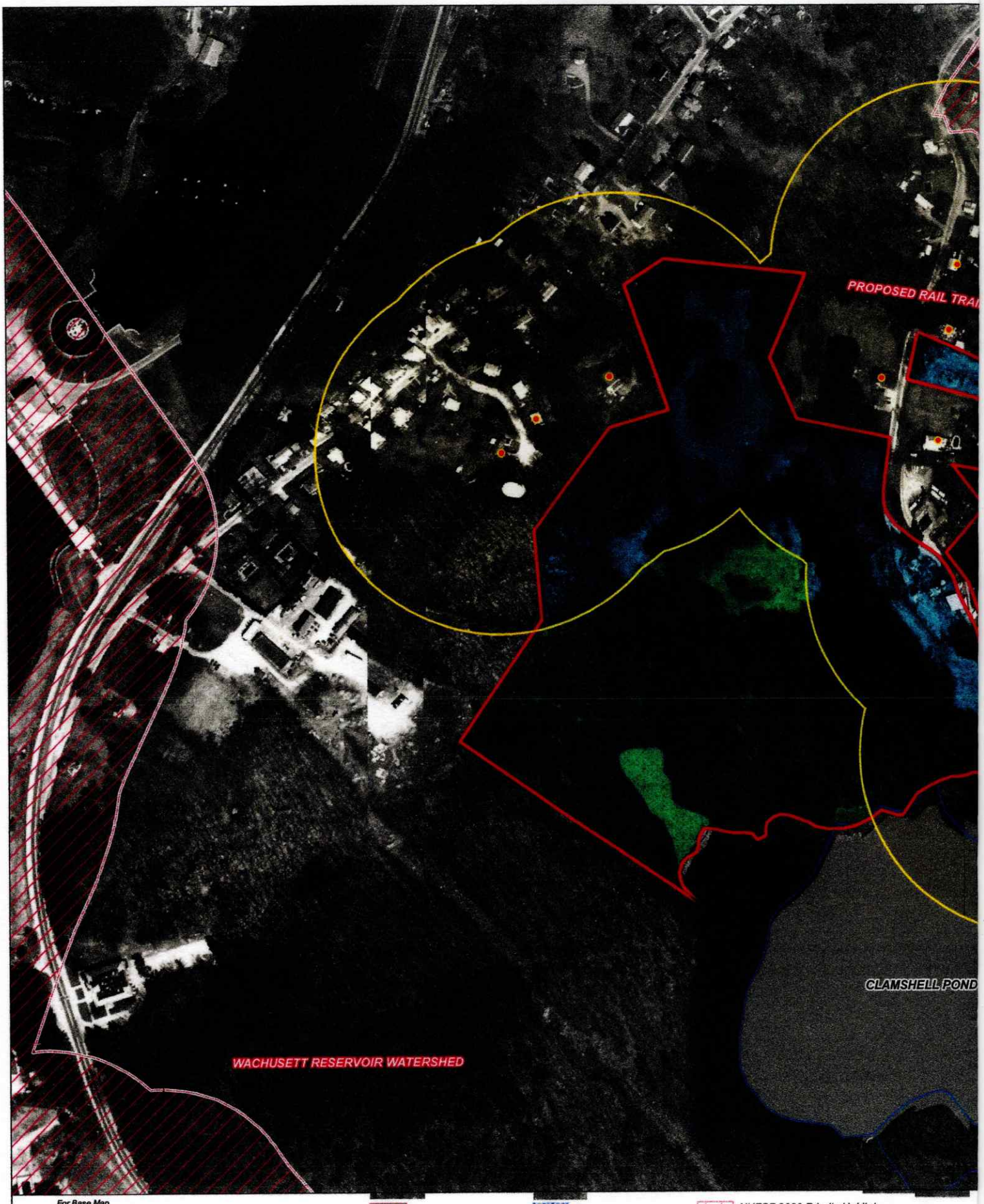

Clamshell Pond
Parcel "D"
Parcel "E-1"
Parcel "J"
"DETAIL"
N.T.S.
Frederick W.H. Rauscher, Jr. and Norma K. Rauscher
Gary L. and Melina A. Johnson
Anthony D. and Margaret L. Marini
N/F Wendler
David C. Hureau
N/F Wendler
Parcel "F" 5.13 Acres
To be conveyed to Assembly of God Church
Assembly of God Church of Clinton
Clinton Berlin
Boston & Maine Railroad
Parcel "A"
93.06 Acres
Pines Condominium Residential Area
Residential Buffer Area
PART OF CONSERVATION RESTRICTION AREA
Robert J. and Jerry S. Ciampaglia
(BK. 13654 - 226)
8.39 Acres
tion Restriction Area
Carl J. and Mary A. Matthew
Carl J. and Mary A. Matthew
Parcel "A" Tall Pines Condominium Residential Area.
Parcel B-1 & B-2 Forested Wildlife Habitat (CONSERVATION RESTRICTION)
Parcel "C" Meadowland Habitat and Open Space Recreation.
Parcel "D" Clamshell Pond No New Structure Setback Area.
Parcel "E-1", E-2 and E-3 No Disturbance Wildlife Protection Zone (CONSERVATION RESTRICTION)
Parcel "F" Land to be conveyed to Assembly of God Church.
Parcel "G" Residential Buffer Area.
Parcel "H" Open Space Recreation/Scenic View.
Parcel "I" Land to be conveyed to Kleinknect.
Parcel "J" Land subject to M.D.C. restrictions.
1" = 200'
0 100 200 300 400 800 600
FEET
0 25 50 75 100 125 150 175
METERS
Plan of land in
Clinton and Berlin, Mass.
Covenants and Restrictions for:
Tall Pines Realty Trust
SCALE: 1" = 200'
SEPTEMBER 28, 2001
David E. Ross Associates, Inc.
CIVIL ENGINEERS
LAND SURVEYORS
ENVIRONMENTAL CONSULTANTS
P.O. BOX 368 - III FITCHBURG RD. AYER, MASS. 01432
(TEL. NO. 978-772-6232)
JOB NO. 9514
PLAN NO. L-719?
REF: L-4187

Figure 6.1



Appendix 5 – 500' Dwelling Radius Map

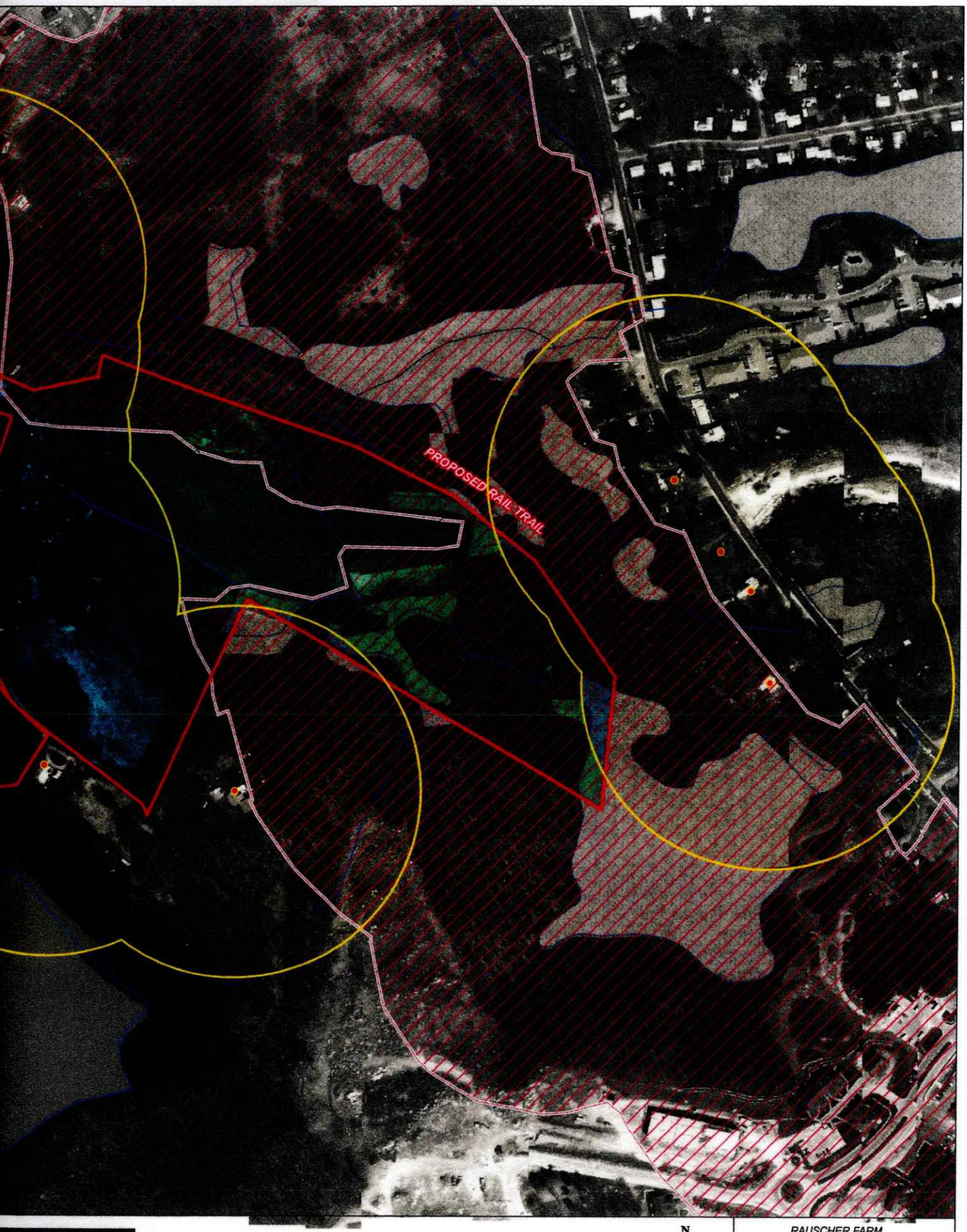
Appendix 5 – 500' Dwelling Radius Map



For Base Map
Special Thanks to
NGI

Rauscher Farm Site
Trails
Wetland
Wooded Marsh
NHESP 2006 Priority Habitat of Rare Species*

NOTES
*Priority Habitat: NHESP 2006 Priority Habitats



500 ft dwelling radius

500 feet

0 150 300 600

Feet

N

W E

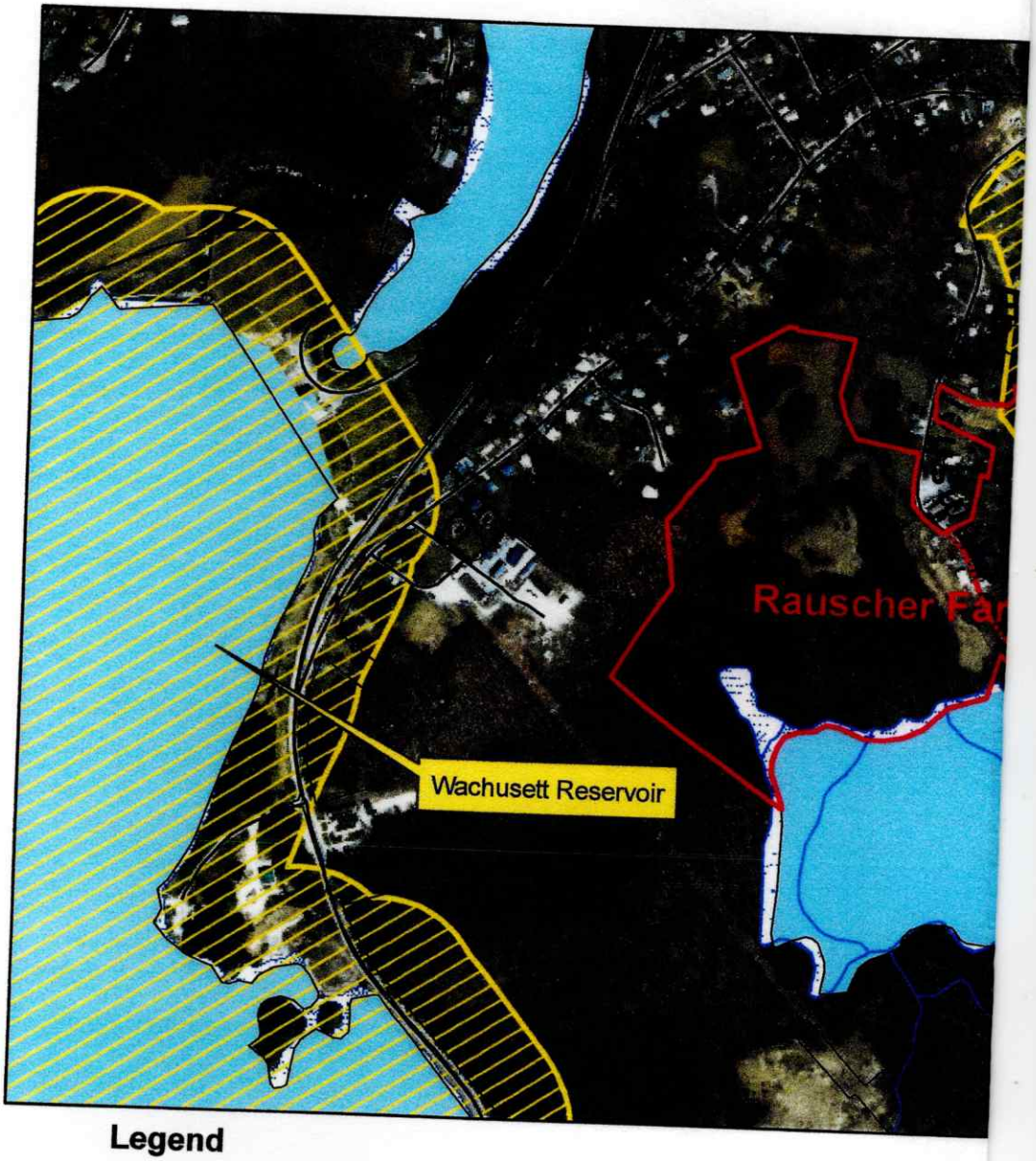
RAUSCHER FARM
CLINTON, MASSACHUSETTS

NGI REF ORIG: RAUSCHER

FoRF REF: RF MAP 500 ft 12x18

Appendix 6 – Map of Rauscher Farm

Appendix 6 – Map of Rauscher Farm



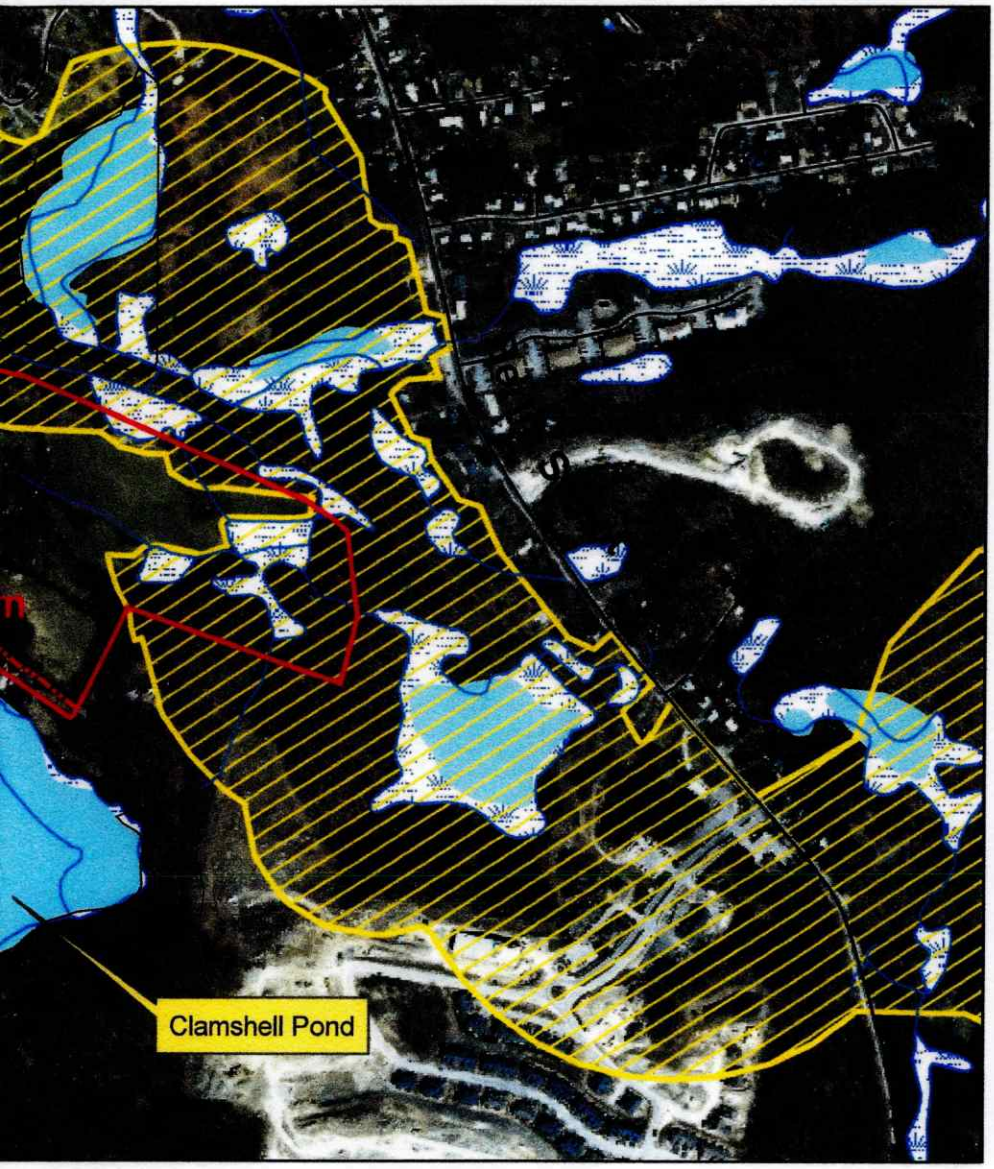
Legend

- Roads
- Property Lines
- Potential Vernal Pools
- Wetland Lines
- NHESP Priority Habitats of Rare Species
- Water Features
- Wetland Areas

Rauscher Farm Lan
as of 4/2

700 350 0

1 inch equals

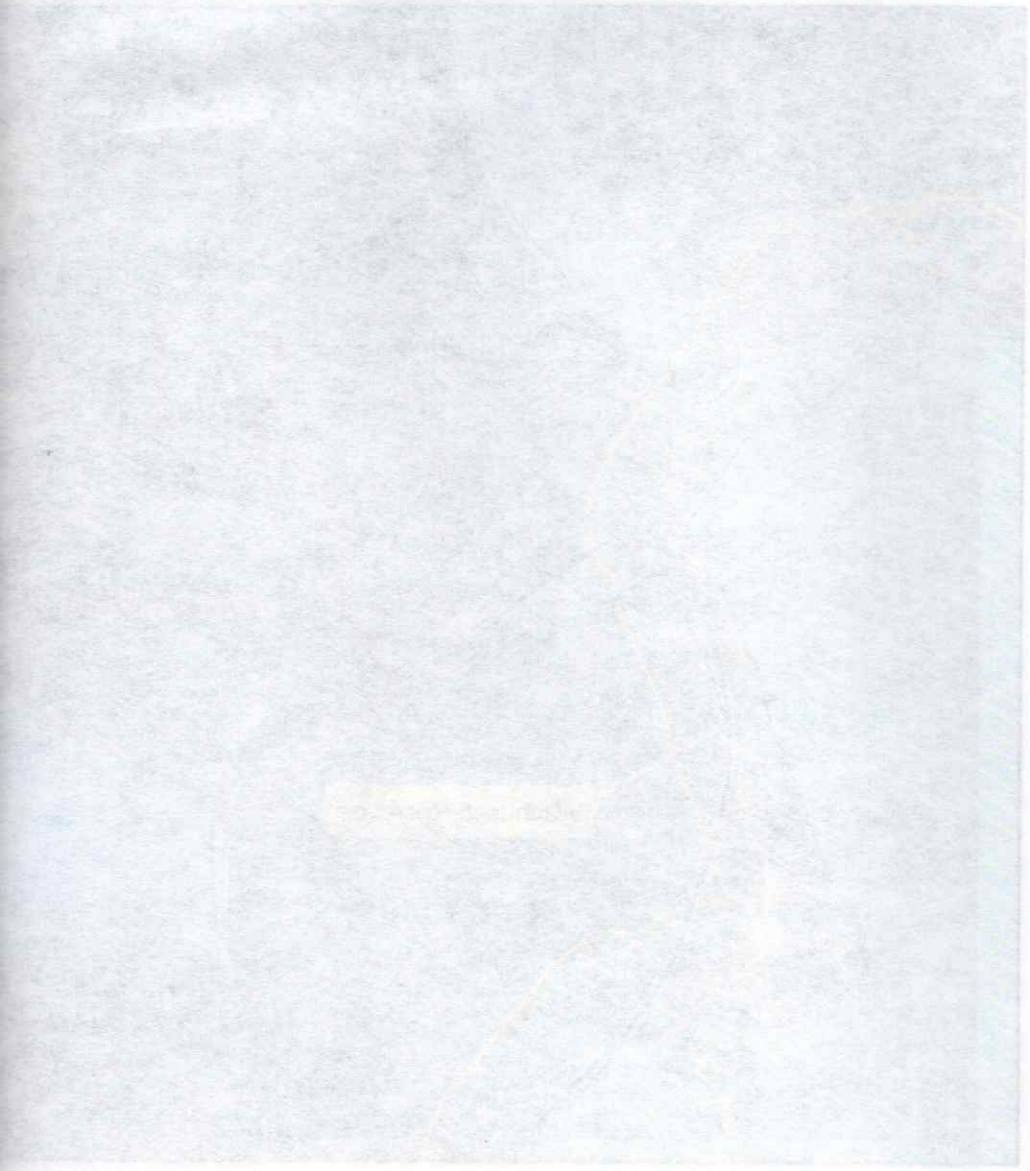


l Management Plan
3/2008

700 Feet

700 feet

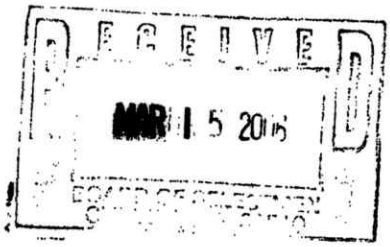
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Appendix 7 – Purchase and Sale Agreement

Appendix 7 – Purchase and Sale Agreement

Law Office of
Francis C. Burke, Jr.
77 High Street
Clinton, Massachusetts 01510
Telephone (978)368-0983
368-8531
365-7672
Telefax (978)365-5645
Admitted to Massachusetts and New Hampshire Bar



March 13, 2006

Clinton Board of Selectmen
242 Church Street
Clinton, Massachusetts 01510

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Re: Notice of Intent to Sell Pursuant to M.G.L.c.61A §14
Clamshell Road – Assessors Map 116, Parcels 2752, 2756 and 2754
Assessors Map 120, Parcels 2753 and 2755
Owners: Frederick W. Rauscher (a/k/a Frederick W. H. Rauscher, a/k/a Frederick W. H. Rauscher, Jr.), and Norma Rauscher

To The Honorable Board of Selectmen:

Please be advised that this office represents Mr. Frederick W. Rauscher of 18 Clamshell Road, Clinton, Massachusetts. My client intends to sell a portion of vacant land owned by him on Clamshell Road, Clinton, Massachusetts. The property is referred to as being the land described in the Clinton Assessor's Office as Map 116, Parcels 2752, 2756 and 2754 and Map 120 as Parcels 2753 and 2755 and contains approximately 62 acres of vacant land. The land has, in previous years, been taxed as agricultural land.

May this letter serve as notice of intent to sell as required by Massachusetts General Laws, Chapter 61A, Section 14. The contract price for the land is two million, six hundred fifty thousand dollars ($2,650,000.00), and the terms are set forth on the pertinent pages of the Purchase and Sale Agreement (enclosed). As required, copies of this notice will be sent to the Planning Board, Board of Assessors and the Conservation Commission.

If the Town wishes to exercise its Right of First Refusal, kindly advise this office accordingly.

Should you have any questions, please feel free to contact me.

Sincerely,

Francis C. Burke, Jr.

FCB:las
Enclosures
Cc: Clinton Planning Board (Via Certified Mail)
Clinton Board of Assessors (Via Certified Mail)
Clinton Conservation Commission (Via Certified Mail)
Mr. Frederick W. Rauscher
Mark R. Johnson, Esq.

COPY

(Clinton, MA)

AGREEMENT OF SALE

This Agreement of Sale (hereinafter referred to as the "Agreement") made this 4th day of August, 2005, (the "Effective Date"), by and between Frederick W. Rauscher (hereinafter referred to as "Seller") and Pulte Homes of New England, LLC, a Massachusetts Limited Liability Company, with its principal office located at 115 Flanders Road, Suite 170, Westborough, Massachusetts 01581 (hereinafter, with any nominee or assignee, referred to as "Buyer").

WHEREAS, the Seller is the owner or contract owner of property containing approximately 62 acres in area, located on Clamshell Road, Clinton, Massachusetts as well as all appurtenant easements necessary for the development of the property as contemplated in this Agreement are referred to as "Premises"). The Premises is outlined on the Assessors Map attached as Exhibit" A". For Seller's title to the Premises see Deed recorded at the Worcester County Registry of Deeds at Book 5563, Page 162 and Book 5608, page 24.

WHEREAS, the Buyer intends to seek to obtain approvals for a minimum of 180 market rate condominium units as provided in Section 6.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. PREMISES

The Seller shall convey the Premises to the Buyer on the Closing Date, together with all easements, roadways, open space and other rights which benefit the Premises or which are required in order to comply with the terms and conditions of any permit or approval and any Governmental Approvals (see Section 6) which relate to the development of the Premises.

2. PURCHASE PRICE

A. The Purchase Price for the Premises shall be Two Million Eight Hundred Fifty Thousand Dollars (2,850,000.00) based upon the Buyer obtaining *final*

approval [1] of all permits and approvals required pursuant to this Agreement, for a minimum of 180 Market Rate Units (MRU). The Purchase Price shall be paid by the Buyer at Closing by bank check, or by wire transfer or IOLTA account check drawn on a Massachusetts Bank, at the option of the Buyer.

B. If final approval is not obtained by December 31, 2008, subject to the Buyer's right to extend as provided hereafter, or if final approval is obtained for less than 180 market rate units, the Buyer shall have the option to proceed to Closing and pay the Purchase Price or the Buyer may terminate this Agreement and upon such termination, all Deposits paid by the Buyer shall be returned to the Buyer and neither party shall have recourse against the other in law or in equity

C. A refundable Deposit of One Hundred Thousand Dollars ($100,000.00) (the "Initial Deposit") in the form of a surety bond will be placed in escrow upon the signing of this Agreement. The Buyer shall pay an Additional Deposit of $100,000.00 (One Hundred Thousand Dollars) in the form of a surety bond if it elects to proceed with the Agreement pursuant to section 5. All of the above Deposit Bonds in form and substance reasonably satisfactory to Seller shall be held in escrow by the Escrow Agent and shall be replaced by the Buyer with cash at the Closing with the Bonds shall be returned to the Buyer at Closing. The Deposit and the Additional Deposit are referred to as the "Deposit".

D. Upon the execution of this Agreement the Buyer shall pay to the Seller the sum of $3,000 as non-refundable cash payment, which shall not be applied to the Purchase Price.

E. Deposit Bonds which expire shall be renewed by Buyer within thirty days of its expiration date or shall be replaced with cash.

3. CLOSING DATE

A. Closing. Unless this Agreement has terminated earlier, the Closing shall occur on the earlier of (i) December 31, 2008 (ii) or between the 31st and 60th day from the date that the Final Approval (as defined previously) of all permits and

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[1] As used in this Agreement "Final Approval" shall mean that all permits or approvals required prior to the issuance of an unconditional building permit have issued with conditions reasonably acceptable to the Buyer with no appeal taken or if an appeal is taken it has been resolved on terms reasonably satisfactory to the Buyer.

approvals set forth in Section 6 have been obtained and the Preconditions to Closing set forth in this section have been satisfied.

B. Limited Extension to Closing Date. Notwithstanding the provisions of Section 3A, in the event that the Seller has not met its Preconditions to Closing in Section 3 the Closing Date shall be extended to a date which is 14 days after the Seller has provided to the Buyer evidence that it has met its Preconditions to Closing.

In the event that Final Approval has not been obtained by December 31, 2008 then the Buyer, provided that it has used due diligence in pursuing the permits and approvals, may extend the Closing date for the purposes of completing the Permitting for up to 3 additional years by paying an "Extension Fee." Each Extension fee shall extend the time for the Closing for the period set forth in the Notice of Extension. (Extension Period). If the Buyer wishes to exercise its right to extend the Closing it shall give the Seller written notice no later than December 1, 2008 setting forth the length of the extension and paying an Extension Fee at the time of such notice equal to the number of days times $125.00. The Buyer may further extend the Extension Periods for up to a total of 3 years by giving Notice and at the time of such notice, paying the appropriate Extension Fee prior to 30 days of the expiration of the previous Extension Period. Each Extension Fee shall be paid directly to the Seller and shall be non refundable except in the event of a breach by the Seller.. If the closing occurs prior to the expiration of an Extension Period, the Buyer shall receive a credit in the amount of $125.00 for each day from the date of Closing to the end of the current Extension Period. The Closing Date shall be 30 days after the date that the Final Approval (as defined previously) of all permits and approvals set forth in Section 6 have been obtained and the Preconditions to Closing set forth in this section have been satisfied.

C. Pre-conditions to Closing. The following shall be prerequisites to Closing:

- Title to the property and all easements required for the development of the property as contemplated by this Agreement is both marketable and insurable;

- Final approval of all permits and approvals required for the development of a minimum of 180 market rate units have been obtained by Buyer, including Orders of Conditions for both the infrastructure and the construction on the Premises and the Buyer determines that it is able to obtain an unconditional building permit and upon completion of the

building, in accordance with the State Building Code, an unconditional Occupancy Permit;

- All required permits and approvals for all utilities including municipal water (or private water supply)and sewer or on-site treatment plant, have been obtained;

- All required Permits and Approvals pursuant to section 6 have been obtained (or waived by the Buyer in writing as a precondition to Closing) are in full force and effect and there is sufficient time for the completion of the work prior to the expiration of such Permit or Approval;

- A Lien Release has been obtained from each person or entity who has provided services to the Seller relative to the Premises who could file a statutory mechanics lien;

- The Seller assigning to the Buyer all Governmental Approvals that may have been issued in the Seller's name.

- The Closing Date may be extended at the option of Buyer if the Town of Clinton has not fully waived its rights to purchase to Property under Chapter 61.A.

- There is no further environmental remediation work which has to be completed pursuant to section 10.

The Buyer may, at its option, accelerate the Closing Date upon, not less than ninety (90) days prior written notice to Seller.

D. Seller shall convey, on the Closing Date, title to the Premises, which shall be both marketable as well as insurable at normal rates by a nationally recognized title insurance company without any Schedule B exceptions, other than Permitted Exceptions (as defined below).

E. Seller shall execute and deliver at Closing the normal and customary closing documents, including, but not limited to: standard form title insurance affidavit with respect to mechanics liens and parties in possession, a Non-Foreign Person Affidavit in form mutually satisfactory to Buyer's Counsel and Seller and as contemplated by 26 U.S.C. section 1445.

3A. BUYER'S POST CLOSING OBLIGATIONS

The Buyer will provide, at the Buyer's sole cost, a residential sewer service connection to the Seller's existing house (Assessors Map 116, lot # 2752). At Closing the Buyer will grant to the Seller, a temporary easement to to allow the Seller to continue to use the existing septic system on the Premises until the Seller's lot is tied into the sewer system or Community System; The Seller shall release said easement upon the Seller's lot being tied into the sewer system or community system and shall execute a Closing a Notice to such effect which shall be recorded at the Registry of Deeds.

The Buyer will stub the sewer to the property line of Lot 2 as shown on Plan Book 800, Plan 10, Lot 2 Final hook-ups and any required tie-in permits will not be Buyer's responsibility.

If Buyer elects to or is required to install an on-site wastewater treatment plant, Seller's residence at 18 Clamshell Road and allowance for a 4 bedroom residence constructed by the owner of Lot 2 or on Plan Book 800, Plan 10, Lot 2 shall be allowed to connect to said treatment plant at the Buyer's cost. Seller and owner of Lot 2 agree to pay the proportionate share of the treatment plant operating expenses and or betterments or replacement costs (1 share per approved units plus 2). This obligation will be memorialized by an Agreement recorded at Closing. Said properties shall not be part of the Condominium Association on the Premises.

4. PLACE OF CLOSING.

Closing of title shall occur at the office of Mark B. Johnson, 12 Chestnut Street, Andover, MA 01810 at 11:00 a.m. on the dates set herein or at such other place as the parties may agree upon in writing. In the event that the Registry of Deeds is not open for the recording of deeds on the date set forth for the Closing, the Closing date shall automatically be extended until the next date the Registry is open for the recording of deeds.

5. DUE DILLIGENCE -- FEASIBILITY REVIEW CONTINGENCY;

A. Review Contingency. Notwithstanding anything to the contrary contained in this Agreement, prior to the "Feasibility Termination Date", Buyer shall have the right, at its sole discretion, to confirm that it will proceed with this transaction or terminate this Agreement for any reason whatsoever, including, without limitation, Buyer's dissatisfaction with its review of any permits, approvals,

environmental studies or geotechnical studies, or disapproval by Buyer's Asset Management Committee. The Seller therefore agrees to allow a 90-Day Due Diligence term in order for the Buyer to study the property and gain approval of its corporate office. During this term the Buyer has the right to enter the Premises for the purpose of testing and investigation of the site.

If the Buyer elects to proceed with this Agreement it shall deliver to the Seller notice that it elects to proceed with the Agreement by the Feasibility Termination Date and shall within five (5) business days after the Feasibility Termination Date deposit an additional deposit in the form of a surety bond in the amount of One Hundred Thousand Dollars ($100,000.00) with the Escrow Agent. If the Buyer does not give such notice on or before the Feasibility Termination Date, or pay such additional deposit within five (5) business days after the Feasibility Termination Date, then this Agreement shall terminate and neither party shall have recourse against the other in law or in equity and the Initial Deposit of One Hundred Thousand Dollars ($100,000.00) surety bond shall be returned to the Buyer.

The Feasibility Termination Date is ninety (90) days from the Effective Date of this Agreement.

B. During this Feasibility Period the Buyer may meet with the Project's engineer and architect, conduct investigations, geo technical soil testing, tests, perk tests, soil/ ledge borings, inspections and market studies in order to satisfy itself as to the feasibility and marketability of the development of the Premises in accordance with Buyer's plans and Buyer and its agents shall have the right to enter onto the premises for the purpose of surveying, testing and examining same. Buyer may, prior to the Feasibility Termination Date, and at Buyer's expense, obtain a report from a qualified engineer with respect to the compliance of the Premises with any state or federal law relating to hazardous substances and shall have the right to enter the Premises for such testing. Buyer shall provide Seller with proof of adequate liability insurance prior to entering the Premises for testing. Buyer shall restore the site to its original condition to the extent reasonably practicable upon completion of the site assessments other than with respect to tree and vegetation clearing necessary for ledge probing, testing or test holes. All investigations, tests, soil borings, inspections and market studies shall be performed at the sole expense of Buyer, and Seller shall incur no liability for the same. Buyer shall indemnify, defend and hold Seller harmless from and against any and all liabilities, claims, costs, damages and expenses, other than the cost to remediate the Premises or to correct an existing condition uncovered by the testing including, without limitation, attorneys' fees, arising from any entry upon the Premises by Buyer or any of its agents or contractors.

The Buyer's rights to perform further testing as outlined above shall survive the Feasibility Termination Date so long as the Buyer has elected to proceed.

C. During this Feasibility Period the Buyer may undertake an investigation of the Premises for the presence thereon of Hazardous Waste (the "Initial Hazardous Waste Investigation"). Buyer shall also have the right, at Buyer's expense, to undertake additional investigations of the Premises after the Initial Hazardous Waste Investigation. Any disposal or release (or threat of release) of Hazardous Waste on the Premises subsequent to the end of the feasibility date of or not identified in the Initial Hazardous Waste Investigation shall be referred to herein as a "Subsequent Hazardous Waste Event".

"Hazardous Waste" means and includes, without limitation, asbestos and any substance containing asbestos, the group of organic compounds known as polychlorinated biphenyls, flammable explosives, radioactive materials, chemicals known to cause cancer or reproductive toxicity, pollutants, effluents, contaminants, emissions or related materials and any items included in the definition of hazardous or toxic wastes, materials or substances under the Hazardous Material Laws including oil or other petroleum products. Hazardous Material Laws means and includes all federal, state and local environmental statutes, ordinances and the regulations, orders, decrees now or hereafter promulgated thereunder, regulating the transfer, use, disposal or release (including threats of release) of Hazardous Waste. For purposes of this Agreement, solid waste or ash that must be removed to facilitate the Buyer's proposed development of the site or is subject to a closure plan under applicable law shall be treated as Hazardous Waste.

6. GOVERNMENTAL APPROVALS.

The Buyer shall, at the Buyer's sole cost, except as set forth below, proceed to diligently seek to obtain final approvals of all permits and approvals required for the development of the premises. Buyer agrees to provide Seller, within ten days of written request, copies of all applications, forms, plans, approvals, reports or documents filed with or issued by any governmental board or agency. It is contemplated that the Buyer will seek the approval of a condominium development containing at least 180 market rate condominium units.

The Seller agrees to cooperate with the Buyer in seeking all permits and approvals and will execute a limited power of attorney authorizing the Buyer to file such applications as may be required. The Seller will sign all applications in which its signature is required. The Governmental Permits and Approvals shall include, but not be limited to, all approvals from any Town Board, or any State or Federal agency having jurisdiction over the development of the premises as contemplated. Said permits and approvals shall include but not be limited to approval from the

Conservation Commission under the Wetlands Protection Act and the Local Bylaw for both the infrastructure as well as the placement of buildings and structures, any required special permit, site plan review, approval from the Planning Board, Archeological Board, Historical Committee, Board of Appeals, Board of Health, Department of Public Works, MEPA, DEP, the Army Corps of Engineers, state or town sewer extension permits or groundwater discharge permit or on site sewer treatment plant permit, approval from utilities for town sewer and town water, gas, cable TV, telephone, electric and town water, a curb cut permit, demolition permit, any earth removal or earth importation permits. The above permits are referred to as "Government Approvals."

If at any time the Buyer determines in its sole opinion that it is unlikely to obtain approvals for a minimum of 180 market rate units, the Buyer has the option to terminate this Agreement and upon such termination, all Deposits paid shall be returned to the Buyer, this Agreement shall terminate and the Buyer shall assign to the Seller all permits obtained or all applications then pending, without any representation or warrant. In addition, upon such termination the Buyer will deliver to Seller copies of all plans, reports, test data, surveys, engineering reports, environmental studies and geotechnical studies without any representation or warranty as to accuracy. The delivery of such documents shall be a condition precedent to return of deposits.

The site plan that the Buyer will submit to the Town will provide for a buffer of approximately 75 feet wide (at the frontage on Clamshell Road) and shall extend from the frontage at Clamshell Road to Claim Shell Pond approximately 100 feet Pond, between Map 120, Lot #2753 and the property owned by Steele (Map 120, Lot 3199). In this buffer area, no dwelling, other structures or pavement will be placed. Other required work is allowed in this area; however, drainage and topography shall not be significantly altered and tree removal shall be minimized. Seller will, within the next 14 days, obtain letter from Steele in form attached as Exhibit 6

7. TITLE AND SURVEY OF PREMISES.

A. At Closing, the Seller shall convey to the Buyer marketable title to the Premises as well as all easements appurtenant thereto, or required to service the Premises or to install any utilities to service the Premises or required for the construction of the project as permitted, subject to a restriction to be included in the deed conveying the title to Buyer, limiting the use of the premises to residential purposes for up to the number of initially approved units.

B. Title shall be marketable and insurable at regular rates by a title company acceptable to Buyer and licensed to do business in the Commonwealth of Massachusetts. Subsequent to the execution of this Agreement, Seller shall not further encumber the premises in any fashion whatsoever, including executing any mortgages, offers to purchase, listing agreements, etc. without the written approval of Buyer. Upon execution of this Agreement, Seller shall immediately deliver to Buyer copies of any title abstracts, insurance policies, and commitments for title insurance, data or surveys, if any, previously obtained by Seller for the premises.

C. No later than Ten (10) days prior to the Feasibility Termination Date, Buyer shall deliver to Seller a written list of Buyer's objections to Seller's title (current as of the date of this Agreement of the Buyer's Title Report with respect to which the Buyer's Title Objection is based, which shall not include monetary encumbrances which the Seller is obligated to remove at Closing) which objections may include encumbrances that, in Buyer's reasonable opinion, do not meet Real Estate Bar Association Title Standards or may affect the marketability of the title. ("Buyer's Title Report"). The Seller shall, within Five (5) days of receipt, inform the Buyer of each of the items on the Buyer's Title Report which items will be cured by or at the closing and which items will remain an encumbrance (the "Proposed Permitted Encumbrances") after closing. ("Seller's Response to Buyer's Title Report"). If Buyer objects to any of the Proposed Permitted Encumbrances, it may, by notice to Seller within Seven (7) days of its receipt of Seller's Response to Buyer's Title Report, terminate this Agreement, failing which as Seller's Proposed Permitted Encumbrances shall become Permitted Encumbrances for all purposes hereof.

D. In the event that any monetary lien can be removed by the payment of money, the Seller shall remove said lien by making the required payment or escrowing the required money and obtaining a court order, or agreement releasing such lien upon the payment of a sum of money into escrow at closing.

E. The premises shall be free and clear of all tenants, equipment and machines at Closing. Should the Buyer accelerate the Closing Date as outlined in Section 3.C Buyer agrees to provide Seller and Tenants with 90 days prior written notice of closing so they may vacate the Premises.

F. To enable the Seller to make conveyance as herein provided, the Seller may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interest, provided that all instruments so procured are recorded simultaneously with the delivery of said deed, or promptly thereafter in a manner consistent with the conveyancing practices of Massachusetts.

G. Within 14 days of the Buyer giving notice that it will proceed with this Agreement pursuant to section 5 and the payment of the Additional Deposit, the Seller shall give to the Town of Clinton notice that it wishes to take the property out of Chapter 61A. The Seller shall use due diligence in obtaining the release of the right of first refusal by the Town. The Seller shall be responsible for the payment of any "roll back" taxes which may be due pursuant to Chapter 61A. The Approvals Period shall begin on the date the Town's Waiver of its Chapter 61A rights is recorded at the Registry of Deeds. In the event that as a result of the Town's waiver of its rights pursuant to GL c. 61A the real estate taxes on the Premises increases, the Buyer agrees to pay Seller the difference in annual real estate tax increases caused by removal of the premises from the provisions of 61A from the date of the increase to the date of the Closing or date this Agreement terminates. The required payment shall be made by the Buyer within 20 days of Buyer's receipt of a copy of tax bill and written notice from Seller. In the event that the Town exercises their right of first refusal, this Agreement shall terminate and all deposits shall be returned to the Buyer.

8. SURVEY, TOPOGRAPHICAL STUDIES AND ENGINEERING.

The Seller represents that it does not have any all survey and topographical information, (on CAD file) soil conditions and engineering data, plans, wetland studies, environmental reports, deep hole test results, notice of filing of mechanics' liens.

9. MEDIATION

In order to provide for an expedited process to resolve disputes the parties agree that no civil action with respect to any dispute, claim or controversy arising out of or relating to this Agreement may be commenced until the matter has been submitted to JAMS for mediation. Either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator and any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may seek equitable relief prior to the mediation

to preserve the status quo pending the completion of that process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, or 45 days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire. The provisions of this Clause may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered.

10. CHEMICAL OR TOXIC WASTE.

A. The Seller represents to Buyer that it has no actual knowledge of the Premises being used for the dumping or disposal of: chemical wastes, toxic wastes, chemical drums or other containers of any chemical or toxic wastes. The Seller agrees not to use the Premises for such purposes during its ownership of the Premises.

B. To the best of Seller's knowledge Seller has not created, suffered or permitted the discharge of hazardous waste or substances, including, without limitation, petroleum and petroleum products, explosives, acids, toxic liquids and powders, poison, harmful bacteria, and the like, onto, into or under said premises, or any other lands now or formerly owned by said Seller, or directly or indirectly into any waterway flowing upon, under or near any of said lands. Hazardous Waste means and includes, without limitation, asbestos and any substance containing asbestos, the group of organic compounds known as polychlorinated biphenyls, flammable explosives, radioactive materials, chemicals known to cause cancer or reproductive toxicity, pollutants, effluents, contaminants, emissions or related materials and any items included in the definition of hazardous or toxic wastes, materials or substances under the Hazardous Material Laws including oil or other petroleum products. Hazardous Material Laws means and includes all federal, state and local environmental statutes, ordinances and the regulations, orders, decrees now or hereafter promulgated thereunder, regulating the transfer, use, disposal or release (including threats of release) of Hazardous Waste. For purposes of this Agreement, solid waste or ash that must be removed to facilitate the Buyer's proposed development of the site or is subject to a closure plan under applicable law shall be treated as Hazardous Waste. Seller discloses that during the late 1940's used road asphalt may have been disposed of on the premises near the hay bunker area. Seller shall not be responsible for the removal of any such asphalt.

C. In the event any such Hazardous Waste Conditions or Subsequent Hazardous Waste Events are discovered on the Premises any time prior to closing, Seller shall be obligated to use reasonable efforts to cause the Hazardous Waste Conditions and Subsequent Hazardous Waste Events to be fully remediated in accordance with applicable law and good engineering practices prior to the Closing Date. Buyer shall have the right, if Hazardous Waste Conditions or Subsequent Hazardous Waste Events are not so remedied prior to the Closing Date, to extend the Closing Date, to a later date as specified by Buyer in order to enable Seller to remedy the same. Buyer shall have the right on the Closing Date as the same may have been extended under this Agreement) to waive Hazardous Waste Conditions or Subsequent Hazardous Waste Events and take title to Premises subject thereto with a reduction from the Purchase Price in an amount equal to Buyer's reasonably estimated cost to cure and remedy the same, or Buyer may elect to terminate this Agreement and receive the return of the Deposit

Notwithstanding the foregoing, the Buyer shall be responsible for the remediation of any hazardous waste, which it created.

The above representations are a material part of this Agreement and the Seller acknowledges that the Buyer is specifically relying upon this representation in entering into this Agreement. This section shall survive the Closing.

11. EMINENT DOMAIN.

If, prior to the Closing, any of the land area of the subject premises shall be taken by eminent domain, whether such taking is by a governmental entity, or any utility authority or company, at the Buyer's option, (a) this Agreement shall be null and void and all Deposits shall be returned to the Buyer; or (b) alternatively, Buyer may immediately proceed to closing and pay the Purchase Price, all awards from any such taking received prior to closing less any reasonable, actual cost and expense incurred by Seller in connection with such eminent domain proceedings shall become the property of Buyer, Seller thereby assigning to Buyer any claims or interest therein, and shall be paid over to Buyer. Eminent domain shall include a transfer to government entities or utility authorities resulting from negotiations under threat of taking. It is specifically understood and agreed that, in the event any condemnation action is instituted against the premises during the term of this Agreement of Sale, Seller will immediately notify Buyer of said action and keep Buyer fully advised as to the status of the proceedings.

12. DEFAULT - LIQUIDATED DAMAGES.

A. Default by Buyer. In the event that the Buyer gives notice that it will proceed with this Agreement pursuant to section 5, and in the event that the Buyer is in default and such default continues for a period of Thirty (30) days after written notice, Seller may terminate this Agreement; and the Deposits the Buyer has paid hereunder shall be retained by the Seller as the Seller's sole remedy in law or in equity.

B. Default by Seller. Upon occurrence of a breach or default by Seller under this Agreement and the continuance thereof for a period of thirty (30) days following written notice from Buyer, Buyer shall be entitled as its sole remedy at law or in equity to either (i) exercise Buyer's right to specific performance of this Agreement; or (ii) terminate this Agreement in which case the Buyer shall be entitled to a return of the Deposit and the reimbursement of all reasonable out-of-pocket expenses incurred by the Buyer in connection with its pursuit of Governmental Approvals of the Premises.

13. SELLER'S REPRESENTATIONS.

A. The Seller represents and warrant to the Buyer: (a) that all documents executed or to be executed by Seller which are to be delivered to Buyer at or before the closing will be duly authorized, executed, and delivered by Seller, and will be legal, valid, and binding obligations of Seller; and (b) that the representations and warranties set forth on Exhibit 13, to the best of the Seller's knowledge are true as of this date and will be true as of the Closing Date to the best of Seller's knowledge. In addition, the Seller acknowledges that Buyer is relying upon each of the representations and warranties set forth in this Agreement as a material inducement in Buyer's purchase of the Premises. The representations set forth in this Agreement shall survive the Closing and the delivery of the deed for a period of five (5) years.

14. BUYER'S REPRESENTATIONS.

All documents executed or to be executed by Buyer which are to be delivered to Seller at or before the closing will be duly authorized, executed, and delivered by Buyer, and will be legal, valid, and binding obligations of Buyer. The individual executing this Agreement on Buyer's behalf is authorized to bind Buyer to all terms of this Agreement by its signature hereto.

15. REAL ESTATE TAXES / INSURANCE.

All real estate taxes and other municipal charges shall be adjusted as of the date of the closing.

16. REAL ESTATE COMMISSION

The parties represent and warrant that there is no other broker involved in this transaction. The Buyer agrees to indemnify the Seller against and to hold the Seller harmless from any claim, loss, damage, cost or liability for any brokerage commission or fee that may be asserted against the Seller as a result of a Buyer contracting any broker in connection with this transaction. Likewise, the Seller agrees to indemnify the Buyer against and to hold the Buyer harmless from any claim, loss, damage, cost or liability for any brokerage commission or fee that may be asserted against the Buyer as a result of Seller contacting any broker in connection with this transaction. The provisions of this paragraph shall survive delivery of the deed.

17. NOTICE.

All notices required under this Agreement shall be served personally, or sent by fax (received by 4 p.m.) with an original notice delivered on the next business day by hand or a recognized overnight carrier service to the parties as follows:

TO SELLER: Fred Rauscher, 18 Clamshell Road, Clinton, MA 01510; with a copy to its attorney Francis Burke, Law Offices of Bailey and Burke, 77 High Street, Clinton, MA 01510, (978) 368-0983
fax (978) 365-5645.

TO BUYER: Pulte Homes of New England LLC, Attention: James McCabe 115 Flanders Road, Suite 170, Westborough, MA 01581 (phone number (508) 870-9999; fax number (508) 870-0408); and Buyer's attorney, Mark B. Johnson, 12 Chestnut Street, Andover, MA 01810 (phone number (978) 475-4488; fax number (978) 475-6703)

Either party may designate a different person or entity or place at which notices shall be given by sending a written notice to that effect to the other party in the matter provided herein. All notices shall be deemed sent as of the date of mailing.

18. ESCROW AGENT

The Escrow Agent shall be Lawyers Title Insurance Corporation who shall hold the Deposit pursuant to sections 2 and 6 in accordance with the Escrow Agreement attached as Exhibit 18 and shall account for it at Closing.

19. SUCCESSORS AND ASSIGNS.

This agreement shall be binding upon the parties and their respective heirs, executors, administrators, fiduciaries, legal representatives, successors, nominees and assigns; provided, however, neither party may assign its rights under this Agreement, without first receiving the express written consent of the other, except that Buyer may assign its rights to another entity controlled by it, without Seller's further approval.

20. EXECUTION OF DOCUMENTS.

The parties shall execute such other documents as may be reasonably necessary to implement and effectuate the terms and conditions of this Agreement.

21. CONSTRUCTION OF AGREEMENT.

This Agreement is to be construed as a contract made in The Commonwealth of Massachusetts is to take effect as a sealed instrument, sets forth the entire contract between parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and permitted assigns, and, except as otherwise provided in this Agreement, may be canceled, modified or amended only by a written instrument executed by both Seller and Buyer (but this Agreement may not be assigned by the Buyer except as expressly permitted hereunder). If two or more persons are named herein as Buyer their obligations hereunder shall be joint and several. The captions are used only as a matter of convenience and are not to be considered part of this Agreement or to be used in determining the intent of the parties to it.

22. LIABILITY OF SHAREHOLDERS AND OFFICERS.

Only the Seller and Buyer shall be bound by this Agreement and no shareholder, director, employee, member, agent or officer of Seller or Buyer shall be personally liable for any obligation, express or implied, hereunder.

23. SIGNS, ADVERTISING

The Buyer shall, if it gives notice that it will proceed with the Agreement and place the Additional Deposit Bond with the Escrow Agent, prior to Closing, have the

right to place a sign on the Premises, not to exceed Town of Clinton temporary signage requirements.

24. HAY FIELDS

Until closing, Buyer's access to the premises comprised of hay fields shall be subject to and conditioned upon:

- 48-hour prior notice to Seller
- said notice to include map or sketch of areas to be tested or visible staking and flagging
- all ground contours to be restored to original grade with topsoil in place.
- minimal access ways by equipment and vehicles so as to minimize damage to hay fields.

25. NOTICE OF CONTRACT

The parties agree that they will not record this Agreement and if the Buyer records this Agreement, or a copy hereof, this Agreement shall, at Seller's option, terminate and all deposits hereunder shall be paid to the Buyer. The parties agree that a Notice of Contract, in the form attached as "Exhibit 25", shall be recorded at the Registry of Deeds upon the Buyer giving notice that it will proceed with this Agreement.

26. SURVIVALS; MERGER

The delivery of the Deed by Seller, and the acceptance and recording thereof by Buyer, shall be deemed the full performance and discharge of every obligation on the part of Seller and Buyer to be performed hereunder, except for such obligations which by their terms survive the or are an obligation of a party post closing,

IN WITNESS WHEREOF, the parties hereto have hereunto fixed their hands and seals on the date first above written.

PULTE HOMES OF NEW ENGLAND LLC (as Buyer)

By: _____
Name: James McCabe
Title: Duly Authorized

(as Seller)

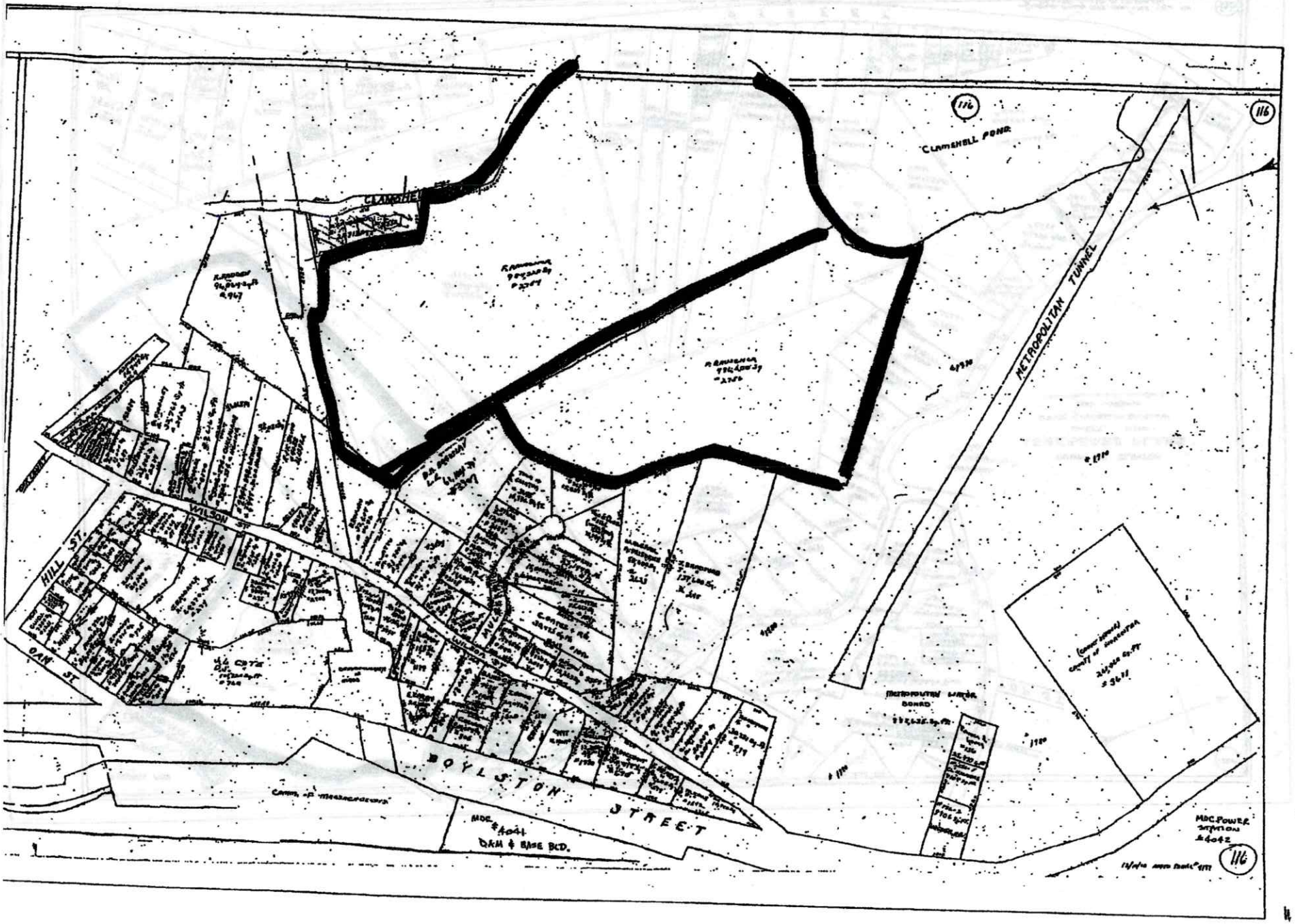
By:
Name: Frederick W. Rauscher
Title: Duly authorized:

Exhibits

A.	Project
6.	Abutter Letter
13.	Warranties
25	Notice of Contract
18.	Escrow Agreement

(Clinton, MA)

Exhibit A


116
CLAMSHELL POND
CLAMSHELL
METROPOLITAN TUNNEL
WILSON ST.
HILL ST.
OAK ST.
BOYLSTON STREET
MDC #4041
DAM & BASE BCD.
MDC POWER STATION #4042
116

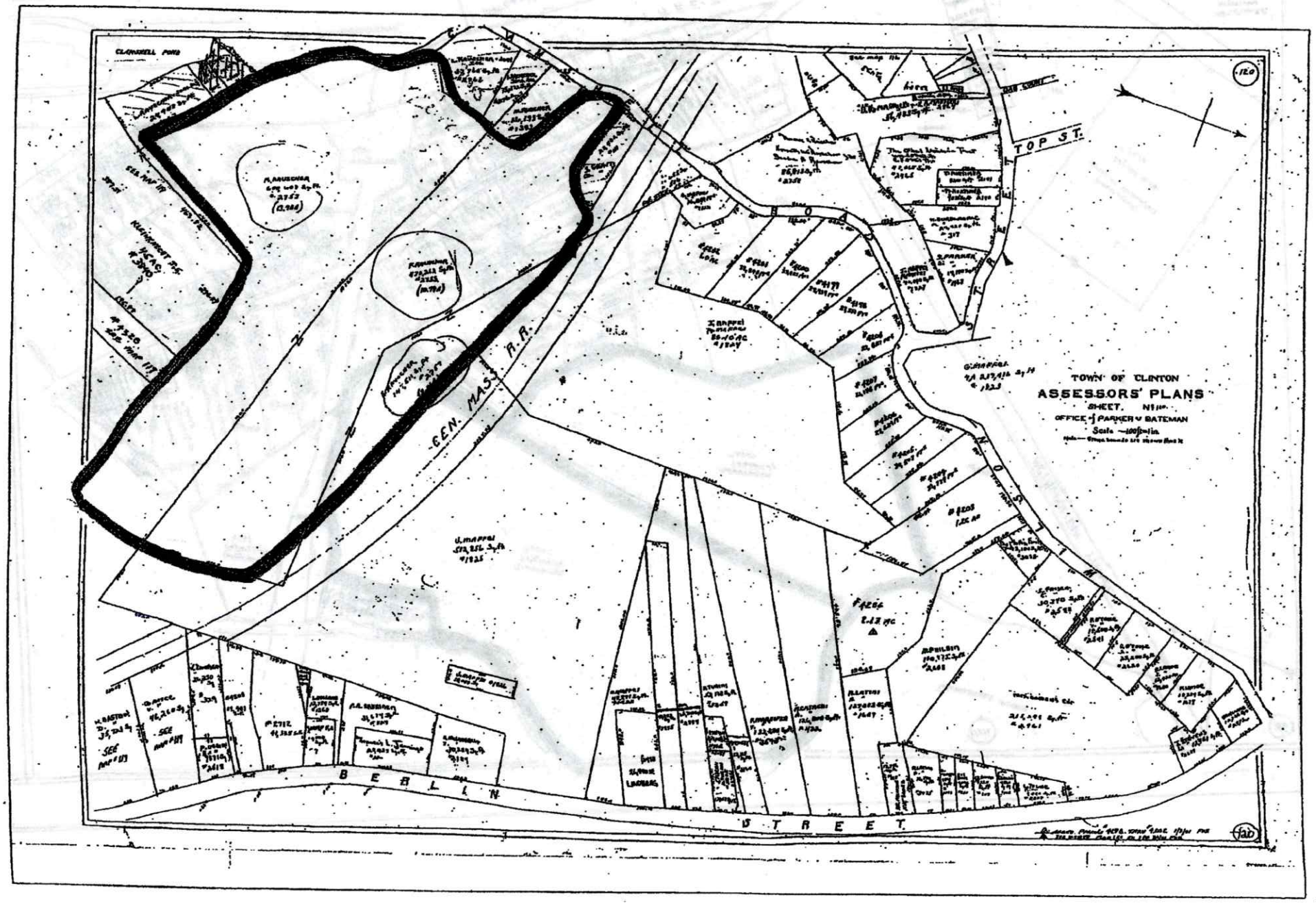

TOWN OF CLINTON
ASSESSORS' PLANS
SHEET. N1
OFFICE of PARKER & BATEMAN
Scale —100ft=1in.
TOP ST.
GEN. MASS. R.R.
BELLIN
STREET

Exhibit 13
Representations and Warranties

A. Seller's Ownership of Premises. Seller owns, the Premises and Seller has the requisite power and authority to enter into and carry out the terms of this Agreement, and no further approval of any party, public or private, is necessary to permit Seller to consummate this Agreement or to execute any other document to be executed and delivered by Seller in accordance with this Agreement. The execution of this Agreement by Seller, its delivery to Buyer, and the consummation of the transaction contemplated hereby do not and will not: (i) conflict with any agreement or arrangement, however denominated, to which Seller is a party or by which it is bound and which relates to or affects the Premises' or (ii) conflict with, result in a breach of, or constitute a default or violation under any statute, decree, judgment, regulation, order or rule of any court or government authority which is binding on Seller or which relates to or affects the premises.

B. Seller's Documents Valid. All documents executed or to be executed by Seller which are to be delivered to Buyer at or before the closing will be duly authorized, executed, and delivered by Seller, and will be legal, valid, and binding obligations of Seller. The individual executing this Agreement on Seller's behalf is authorized to bind Seller to all terms of this Agreement by his signature hereto.

C. Status of Permits. Except as set forth in section 6 (Governmental Approval), Seller has not received any written notice from any city, county, or state authority or other political, governmental or quasi-governmental authority or subdivision having jurisdiction over the Premises requiring or specifying that any work be done to the Premises or that any of the permits have lapsed, have expired or have been revoked.

D. Validity of Documents. All documents that are delivered by Seller to Buyer will be complete, true and correct, and not modified, amended or revoked except as disclosed by Seller to Buyer in writing; and Seller will disclose to Buyer as soon as reasonably possible any and all errors, omissions, or other problems with said documents and information to the extent Seller knows or learns of the same.

E. No Title Claims, etc. There are no leases or tenancies options, rights of first refusal, other than Chapter 61A, licenses, or operating or other agreements applicable to or affecting the Premises; no unrelated third party has any right to utilize or possess the Premises; and other than this Agreement, there are no contracts or agreements relating to the sale, exchange or transfer of the Premises or any part thereof. There are no adverse claims of adjoining property owners against the

Premises; there are no adverse parties in possession of the Premises or any part thereof; and there are no encroachments by Seller on the property of others or by others on the Premises.

F. No Litigation. There are not any existing, pending or, to Seller's actual knowledge, anticipated litigation, condemnation or similar proceedings against or involving the Premises, including, without limitation: (i) any water, sewer, building or other construction moratoria against the Premises or, (ii) any suits or proceedings pending against Seller relating to the Premises or affecting any of its rights with respect to the premises, at law or in equity, or before any federal, state, municipal or other governmental court, agency or instrumentality; or (iii) any other claim, action, suit or other proceeding threatened or pending which would materially and/or adversely affect the Buyer's right, title and/or interest in and to, or enjoyment or use of the Premises.

G. No Bankruptcy Filing. Seller has not filed a petition in bankruptcy or for reorganization pursuant to the Federal Bankruptcy Code or any similar law; been adjudicated a bankrupt or declared insolvent; made an assignment for the benefit or creditors; admitted in writing its inability to pay its debts generally as they become due; or consented to the appointment of a receiver of all or any part of his Premises. No creditor of Seller or any other person has filed a petition in bankruptcy against Seller or for reorganization of Seller pursuant to the Federal Bankruptcy Code.

H. Payment of Contractors. Prior to the closing, Seller shall have paid in full (or provided bonds therefore) all contractors, subcontractors, laborers, material men and all other parties having lien rights in connection with any work, if any, performed on the Premises or affecting the Premises (other than by or on behalf of Buyer or its affiliates) for which a lien right may exist, and Seller shall have paid in full and removed any and all debts and monetary obligations encumbering the Premises whether or not recorded or specified as an encumbrance or exception to title on the Title Report.

I. No Knowledge of Adverse Facts. Excepting the necessity of Governmental approvals, Seller has no knowledge of any state of facts or circumstances affecting the use or repair of the Premises, and which have, or which will have a material adverse affect on Buyer's intended use thereof.

J. No Historical Sites. Seller has no actual knowledge there are sites of historical or archaeological importance on the Premises that in any way would impede, curtail, limit or restrict the development of the Premises for Buyer's intended use as a residential subdivision.

K. Update Warranties. Seller shall give Buyer immediate written notice if any of the warranties and representations set forth in this Agreement should become untrue or incorrect.

L. All representations and warranties shall survive the delivery of the deed for a period of five (5) years unless otherwise expressed.

Exhibit 18

ESCROW AGREEMENT
DATE: _____,2005

TO: Lawyers Insurance Corporation
PREMISES: Property known as Clamshell Road, Clinton, MA
BUYER: Pulte Homes of New England LLC
SELLER: Fred Rauscher

Reference is made to an Agreement of Sale by and between the Buyer and Seller. Any capitalized terms not otherwise defined herein shall have the meaning as set forth in such Agreement.

You are hereby requested to act as Escrow Agent in the above captioned real estate transaction. The following instructions are submitted to you for the purpose of governing the holding of the Deposit and Additional Deposit referred to as "Escrowed Documents".

1. The Parties have entered into an Agreement of Sale relative to the above Premises. The Agreement provides for the escrowing of the Deposit and Additional Deposit in accordance with the Agreement.

2. The "Escrowed Documents" are to be held by the Escrow Agent and shall not be subject to pledge, assignment or offset.

3. Upon the release of the last of the "Escrowed Documents" in accordance with the Agreement of Sale, this Agreement, and all rights and obligations of the Escrow Agent shall be deemed to have been satisfied and the Buyer and Seller shall have no recourse against the Escrow Agent.

4. You are instructed to release the "Escrowed Documents" either (1) as directed pursuant to written instructions signed by Buyer and Seller; or (2) to either party in the event you receive a sworn affidavit from a party that it is entitled to all or part of the "Escrowed Documents" (referred to as "Demand") pursuant to the terms of the Agreement of Sale and you have given written notice, sent certified mail / return receipt requested to the other party of such "Demand" and you have not received within ten business days of the other party's receipt of the "Demand" a written objection thereto.

5. The duties of the Escrow Agent shall be determined solely by the express provisions of this Agreement and are purely ministerial in nature. If there is any

dispute between the parties hereto as to whether or not the Escrow Agent is obligated to disburse or release the "Escrowed Documents" held pursuant to this Agreement, the Escrow Agent shall not be obligated to make such disbursement or delivery, but in such event shall hold the "Escrowed Documents" until receipt by the Escrow Agent of authorization, in writing, signed by all persons having an interest in said dispute, directing the disposition of the "Escrowed Documents", or in the absence of such authorization, the Escrow Agent shall hold the "Escrowed Documents" until a final determination of the rights of the parties by agreement of the parties or by a court of competent jurisdiction beyond all appeal period . If such written authorization is not given, or proceedings for such determination are not begun and diligently continued, the Escrow Agent may, but is not required to, retain counsel and bring an appropriate action or proceeding for leave to deposit the "Escrowed Documents" pending such determination. The Escrow Agent shall be reimbursed for all costs and expenses incurred by it in connection with such action or proceeding, including reasonable attorney's fees and disbursements, by the parties hereto. Upon delivery of the "Escrowed Documents" as provided herein, the Escrow Agent shall have no further liability hereunder. If threatened with litigation, the Escrow Agent is hereby authorized by the undersigned to interplead all interested parties in any court of competent jurisdiction and to deposit the "Escrowed Documents" with the clerk of the court and thereupon the Escrow Agent shall be fully relieved and discharged of any further responsibility under this Agreement.

6. The Escrow Agent shall not be liable for any mistake of fact or error of judgment or any acts or omissions of any kind unless caused by its willful misconduct or gross negligence. Parties hereto each release the Escrow Agent from liability for any act done or omitted to be done by the Escrow Agent in good faith in the performance of its obligations and duties hereunder. The Escrow Agent shall be entitled to rely on any instrument or signature believed by Escrow Agent to be genuine and may assume that any person purporting to give in writing, notice, or instruction in connection with this Agreement is duly authorized to do so by the party on whose behalf such writing, notice, or instruction is given.

7. The undersigned hereby jointly and severally indemnify the Escrow Agent for and hold it harmless against any loss, liability, or expenses incurred without negligence or bad faith or willful misconduct on the part of the Escrow Agent arising out of or in connection with the acceptance of or the performance of its duties under this Agreement, as well as the costs and expenses, including reasonable attorney's fees and disbursements, of defending against any claim or liability arising under this Agreement.

8. This Agreement may not be changed or modified except as agreed in writing signed by each of the parties hereto. This Agreement shall be binding and inure to the benefit of the parties and their respective heirs, successors and assigns.

9. This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

10. This Escrow Agreement supplements and does not supersede the previous agreements between Buyer and Seller. As between Buyer and Seller the terms of such agreements shall prevail.

11. Delivery or return of any "Escrowed Documents" notice or other communication concerning the Escrow may be made to any party by hand delivery (including overnight delivery services) or by registered or certified mail to the addresses set forth below:

TO SELLER:Fred Rauscher, 18 Clamshell Road, Clinton, MA 01510; with a copy to its attorney Francis Burke, Law Offices of Bailey and Burke, 77 High Street, Clinton, MA 01510, (978) 368-0983
fax (978) 365-5645.

TO BUYER: Pulte Homes of New England LLC, Attention: James McCabe 115 Flanders Road, Suite 170, Westborough, MA 01581 (phone number (508) 870-9999; fax number (508) 870-0408); and Buyer's attorney, Mark B. Johnson, 12 Chestnut Street, Andover, MA 01810 (phone number (978) 475-4488; fax number (978) 475-6703)

Either party may designate a different person or entity or place at which notices shall be given by sending a written notice to that effect to the other party in the matter provided herein.

12. We, the undersigned, do hereby jointly and severally agree that the Escrow Agent, Lawyers Title Insurance Corp. ("LAWYERS"), shall incur no liability whatsoever in connection with its good faith performance under this Escrow Agreement, and do hereby jointly and severally release and waive any claims we may have against LAWYERS, which may result from its performance in good faith of its function under this agreement, including but not limited to, a delay in the electronic wire transfer of funds. LAWYERS shall be liable only for loss or damage caused

directly by its acts of negligence or bad faith or willful misconduct while performing as Escrow Agent under this Escrow Agreement.

13. The Escrow Agent shall be entitled to rely upon the authenticity of any signature and the genuineness and validity of any writing received by Escrow Agent relating to this Escrow Agreement. Escrow Agent may rely upon any oral identification of a party notifying Escrow Agent orally as to matters relating to this Agreement if such oral notification is permitted thereunder. Escrow Agent is not responsible for the nature, content, validity or enforceability of any of the escrow documents except for those documents prepared by LAWYERS.

14. In the event of any disagreement between the parties hereto resulting in conflicting instructions to, or adverse claims or demands upon the Escrow Agent with respect to the release of the escrow funds or the escrow documents, the Escrow Agent may refuse to comply with any such instruction, claim or demand so long as such disagreement shall continue and in so refusing the Escrow Agent shall not release the escrow funds or the escrow documents. The Escrow Agent shall not be, or become liable in any way for its failure or refusal to comply with any such conflicting instructions or adverse claims or demands and it shall be entitled to continue to refrain from acting until such conflicting instructions or adverse claims or demands (a) shall have been adjusted by agreement and it shall have been notified in writing thereof by the parties hereto; or (b) shall have finally been determined in a court of competent jurisdiction, beyond all applicable appeal periods. In the alternative, Escrow Agent may, but shall not be obligated to, file a suit in interpleader for a declaratory judgment for the purpose of having the respective rights of the claimants adjudicated and may deliver to the court the Funds.

15. The Escrow Agent may at its sole discretion resign by giving (30) days written notice thereof to the parties hereto. The parties shall furnish to the Escrow Agent written instructions for the release of the escrow funds and escrow documents. If the Escrow Agent shall not have received such written instructions within the thirty (30) days, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent and upon such appointment deliver the escrow funds and escrow documents to such successor. Costs and fees incurred by the Escrow Agent may, at the option of the Escrow Agent, be deducted from any funds held pursuant hereto.

16. Upon receipt of an original Form W-9, the Escrow Agent will invest the Escrow Funds in an interest bearing FIMM (Fiduciary Insured Money Market) with State Street Bank. Interest earned on the Deposit shall be paid to the party receiving the deposit.

17. The parties hereto do hereby certify that they are aware that the Federal Deposit Insurance Corporation ("FDIC") coverage applies only to a cumulative maximum amount of $100,000 for each individual deposit for all of depositor's accounts at the same or related institution. The parties hereto further understand that certain banking instruments such as, but not limited to, repurchase agreements and letters of credit are not covered at all by FDIC insurance.

18. Further the parties hereto understand that Escrow Agent assumes no responsibility for, nor will the parties hereto hold Escrow Agent liable for, any loss occurring which arises from the fact that the amount of the above account may cause the aggregate amount of any individual depositor's accounts to exceed $100,000 and that the excess amount is not insured by the Federal Deposit Insurance Corporation or that FDIC insurance is not available on certain types of bank instruments.

19. Notwithstanding any provision hereof to the contrary, Buyer shall be responsible for any costs or fees charged by Escrow Agent to administer this escrow.

Seller Federal I.D. or Social Security Number _____Buyer Federal I.D. or Social Security Number _____

In witness whereof, the parties hereto have affixed their hands and seals as of the date first set forth above.

LAWYERS TITLE INSURANCE CORPORATION
ESCROW AGENT

_____
BY

(Seller)

Frederick W. Rauscher

Pulte Homes of New England LLC
(Buyer)

_____
James R. McCabe, duly authorized

Escrowed Documents
Deposit $100,000.00 surety
Additional Deposit after due diligence, if paid $100,000 surety

Notice of Contract

OWNER: Frederick W. Rauscher

BUYER: Pulte Homes of New England LLC

Notice is hereby given that the above-named parties have entered into an Agreement pursuant to which the Buyer has the right to purchase the property containing approximately 62 acres in area, located on Clamshell Road, Clinton, Massachusetts as well as all appurtenant easements necessary for the development of the property. For Seller's title to the Premises see Deed recorded at the Worcester County Registry of Deeds at Book _____, Page _____.

The execution and recording of this notice do not violate the terms of the Agreement.

Signed as a sealed instrument this _____ day of _____, 2005.

(Seller)

Frederick W. Rauscher

Frederick W. Rauscher

Pulte Homes of New England LLC
(Buyer)

James R. McCabe, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss 8/4, 2005

Then personally appeared the above named James McCabe, duly authorized by Pulte Homes of New England LLC and acknowledged the foregoing is the free act and deed of said Pulte Homes of New England LLC and his free act and deed, before me,

SUZANNE BOURQUE
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires Mar. 8, 2007

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss 8/4, 2005

Then personally appeared the above Frederick W. Rauscher and acknowledged the foregoing is the free act and deed of said corporation and his free act and deed, before me,

Notary Public
My Commission Expires:

FRANCIS C. BURKE, JR.
Notary Public
Commonwealth of Massachusetts
My Commission Expires Dec 20, 2007

FIRST AMENDMENT TO AGREEMENT OF SALE

This First Amendment to Agreement of Sale is entered into on this 3rd day of November, 2005, between Frederick W. Rauscher (hereinafter "Seller") and Pulte Homes of New England LLC (hereinafter "Buyer");

WHEREAS, the Parties entered into an Agreement of Sale effective August 4, 2005;

WHEREAS, the Parties wish to amend the Agreement of Sale as follows:

1. Amend Paragraph 5 of the Agreement of Sale to extend the feasibility termination date until November 19, 2005.
2. All other terms and conditions of the Agreement of Sale remain unchanged.

Signed as a sealed instrument on the date set forth above.

Pulte Homes of New England LLC
BUYER

By: _____
James R. McCabe
Duly Authorized

SELLER

Frederick W Rauscher
Frederick W. Rauscher
Duly Authorized

SECOND AMENDMENT TO AGREEMENT OF SALE

This Second Amendment to Agreement of Sale is entered into on this 22nd day of November, 2005, between Frederick W. Rauscher (hereinafter "Seller") and Pulte Homes of New England LLC (hereinafter "Buyer");

WHEREAS, the Parties entered into an Agreement of Sale effective August 4, 2005;

WHEREAS, the Parties wish to amend the Agreement of Sale as follows:

1. Amend Paragraph 5 of the Agreement of Sale to extend the feasibility termination date until January 2, 2006.

2. All other terms and conditions of the Agreement of Sale remain unchanged.

Signed as a sealed instrument on the date set forth above.

Pulte Homes of New England LLC
BUYER

By: _____
James R. McCabe
Duly Authorized

SELLER

Frederick W. Rauscher
Frederick W. Rauscher
Duly Authorized

SECOND AMENDMENT TO AGREEMENT OF SALE

This Second Amendment to Agreement of Sale is entered into on this 22nd day of November, 2005, between Frederick W. Rassolov (hereinafter "Seller") and Palio Homes of New England LLC (hereinafter "Buyer");

WHEREAS, the Parties entered into an Agreement of Sale effective August 4, 2005;

WHEREAS, the Parties wish to amend the Agreement of Sale as follows;

1. Amend Paragraph 5 of the Agreement of Sale to extend the Feasibility termination date until January 2, 2006.

2. All other terms and conditions of the Agreement of Sale remain unchanged.

Signed as a sealed instrument on the date set forth above.

Palio Homes of New England LLC
BUYER

By: _____
Jeremy K. McCabe
Duly Authorized

SELLER

_____
Frederick W. Rassolov
Duly Authorized

THIRD AMENDMENT TO
AGREEMENT OF SALE

This Third Amendment to Agreement of Sale is entered into on this 27th day of December, 2005, between Frederick W. Rauscher (hereinafter "Seller") and Pulte Homes of New England LLC (hereinafter "Buyer");

WHEREAS, the Parties entered into an Agreement of Sale effective August 4, 2005;

WHEREAS, the Parties wish to amend the Agreement of Sale as follows:

1. Amend Paragraph 5 of the Agreement of Sale to extend the feasibility termination date until February 2, 2006.

2. All other terms and conditions of the Agreement of Sale remain unchanged.

Signed as a sealed instrument on the date set forth above.

Pulte Homes of New England LLC
BUYER

By: _____
James R. McCabe
Duly Authorized

SELLER

Frederick W. Rauscher
Frederick W. Rauscher
Duly Authorized

FOURTH AMENDMENT TO AGREEMENT OF SALE

This Agreement of Sale (hereinafter referred to as the "Agreement") made this 16th day of February, 2006, (the "Effective Date"), by and between Frederick W. Rauscher (hereinafter referred to as "Seller") and Pulte Homes of New England, LLC, a Massachusetts Limited Liability Company, with its principal office located at 115 Flanders Road, Suite 170, Westborough, Massachusetts 01581 (hereinafter, with any nominee or assignee, referred to as "Buyer").

Whereas the parties have entered in an Agreement of Sale dated Aug 4, 2005 which as been amended by a First, Second and Third Amendments to the Agreement of Sale;

Whereas the parties wish to further amend said Agreement;

Whereas, in consideration of the mutual promises and obligations as set forth in this Agreement, the parties agree as follows;

1. Section 2A is deleted and replaced with the following:

2. PURCHASE PRICE

   A. The Purchase Price for the Premises shall be Two Million Six Hundred Fifty Thousand Dollars (2,650,000.00) based upon the Buyer obtaining *final approval* [1] of all permits and approvals required pursuant to this Agreement, for a minimum of either 180 attached Market Rate Units (MRU) or 70 single family house lots MRU, or a combination thereof. The Purchase Price shall be paid by the Buyer at Closing by bank check, or by wire transfer or IOLTA account check drawn on a Massachusetts Bank, at the option of the Buyer.

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[1] As used in this Agreement "Final Approval" shall mean that all permits or approvals required prior to the issuance of an unconditional building permit have issued with conditions reasonably acceptable to the Buyer with no appeal taken or if an appeal is taken it has been resolved on terms reasonably satisfactory to the Buyer.

Appendix 8 – Town Meeting Article Specific to Rauscher Farm

Appendix 8 – Town Meeting Article Specific to Rauscher Farm

ARTICLE 10

To see if the Town will vote to appropriate the sum of $2,675,000, and authorize the Treasurer with the approval of the Selectmen, to raise and appropriate, transfer from the Stabilization Fund, take from available funds, or borrow according to M.G.L. Chapter 44, §7, said sum to be expended by the Board of Selectmen for the purpose of purchasing land for general municipal purposes; and constructing a residential sewer service connection to the property located at Assessor's Map 116, lot #2752 and to grant a temporary easement to the property owner to allow the owner to continue to use the existing septic system on the premises until the owner's lot is tied into the sewer system by the Town, a certain property known as the Clamshell Road, assessors Map 116, Parcels 2752, 2756 and 2754, assessors Map 120, Parcels 2753 and 2755, consisting of approximately 62 acres of land, more or less, that said land be conveyed to the Town to be managed and controlled by the Selectmen; a portion of the land, known on the assessors map 120, Parcel 2753 consisting of 13.78 acres more or less, and Parcel 2755 consisting of 10.79 acres more or less to be used for conservation and passive recreation purposes, to be conveyed to the Town of Clinton under the provisions of Massachusetts General Laws, Chapter 40, §8c as amended and other Massachusetts Statutes relating to Conservation, said portion of land to be managed and controlled by the Conservation Commission of the Town of Clinton, and the Conservation Commission along with the Board of Selectmen be authorized to file on behalf of the Town of Clinton any and all applications deemed necessary for grants and/or reimbursements from the Commonwealth of Massachusetts deemed necessary under the Self-Help Act (Chapter 132A, §11) and/or any others in any way connected with the scope of this Article, and the Town of Clinton and the Conservation Commission be authorized to enter into all agreements and execute any and all instruments as may be necessary on behalf of the Town of Clinton to affect said purchase, by purchase or otherwise; and the Town and the Selectmen be authorized to enter into all agreements and execute any and all instruments as may be necessary on behalf of the Town to affect said purchase; to determine whether this appropriation shall be made contingent upon a Proposition 2½ debt exclusion, or take any other action relative thereto.

(Finance Committee – Approved)

Appendix 9 – Title References

Appendix 9 – Title References

BOOK 5563 PAGE 162

MASSACHUSETTS QUITCLAIM DEED SHORT FORM (INDIVIDUAL) 881

I, Father M. Rauscher

of Clinton Worcester County, Massachusetts,

being unmarried, for consideration paid, and in full consideration of Fifteen Thousand Dollars $15,000.

grants to Frederick W.H. Rauscher, Jr

of 18 Clamshell Road, Clinton, Massachusetts with quitclaim covenants

the land in All my right title and interest in and to the following described parcels of land situate in the Town [Description and encumbrances, if any] of Clinton, Massachusetts bounded and described as follows:-

First reserving to the grantor a life estate in the premises hereinafter described

PARCEL I. A certain tract of land situated in the southerly part of said Clinton by Clam Shell Pond so-called, containing ten (10) acres and one hundred forty (140) rods, bounded as follows, to wit:

BEGINNING at the northeasterly corner by land now or formerly of J. Fuller;
THENCE South 12° East by land now or formerly of said Fuller, three (3) rods;
THENCE South 3° West by land now or formerly of said Fuller, sixty-one (61) rods and fourteen (14) links to said pond;
THENCE South 62° West twelve (12) rods;
THENCE South 12° East eight (8) rods;
THENCE North 46° West forty-four (44) rods and eighteen (18) links to land now or formerly of John Potts;
THENCE North 43° East by land now or formerly of said Potts, Henry Hastings and Owen Filburn thirty-seven (37) rods;
THENCE North 46° West by land now or formerly of said Filburn, nine (9) rods;
THENCE North 42° East ten (10) rods;
THENCE North 50° East seven (7) rods;
THENCE North 84° East ten (10) rods to the point of beginning.

With a right of way to pass and repass over land now or formerly of said Owen Filburn to the old Boylston Road socalled for all needful purposes.

BEING the same premises described in a deed from Eli Sawyer to Thomas Grady, dated August 23, 1861, recorded with Worcester District Deeds, Book 643, Page 371. AND BEING the same premises conveyed by Elizabeth Dwyer, Administrator of the Estate of Thomas Grady, to Fred W. H. Rauscher, dated September 2, 1944, recorded with Worcester District Deeds in Book 2930, Page 92.

PARCEL II.

Two certain parcels of land situate in the southerly part of said Clinton, containing about thirty-four (34) acres of land with the buildings thereon, be the same more or less, and the same estate conveyed to Lyman Sargent by Susan P. Fuller by her deed dated May 8, 1866, and recorded in the Worcester District Registry of Deeds, Book 727, Page 391, to which deed reference is hereby made for a more particular description of said premises and being the same premises conveyed to Alexander Ohnsman by deed of Lyman Sargent dated November 17, 1868 and recorded with the Worcester Registry of Deeds, Book 778, Page 110, excepting only from said described estate those portions of said described premises that were taken by the right of eminent domain by the Metropolitan Water and Sewerage Board for the use of the Commonwealth.

AND BEING the same premises conveyed to John Rauscher and Maria Rauscher by deed of Alexander Ohnsman dated April 11, 1904, recorded with Worcester District Registry of Deeds in Book 1778, Page 113.

MASSACHUSETTS QUITCLAIM DEED SHORT FORM (INDIVIDUAL) 681

BOOK 5608 PAGE 24

I, Esther M. Rauscher

of 29 Clamshell Road, Clinton County, Massachusetts,

being unmarried, for consideration paid, and in full consideration of

grants to Frederick W.H. Rauscher, Jr and Norma K. Rauscher, husband and wife* as tenants by the Entirety

of 18 Clamshell Road, Clinton, Massachusetts with ~~quitclaim covenants~~

the land in All the land and buildings thereon in the Town of Clinton, Massachusetts ~~(Description and encumbrances, if any)~~ which I may own individually or as the beneficiary under the will of my late husband Frederick W.H. Rauscher. It being my intention under this deed to correct any errors or omissions made by me in a previous transfer of property by me to the grantees of this instrument, in Book 5563 Pg 162.

Consideration for this instrument less than one hundred dollars.

Witness my hand and seal this 22nd day of October 1974

x Esther M. Rauscher

The Commonwealth of Massachusetts

Worcester ss. October 22, 1974

Then personally appeared the above named Esther M. Rauscher

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

Henry T. Broderick

Notary Public

My commission expires May 27, 1977

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

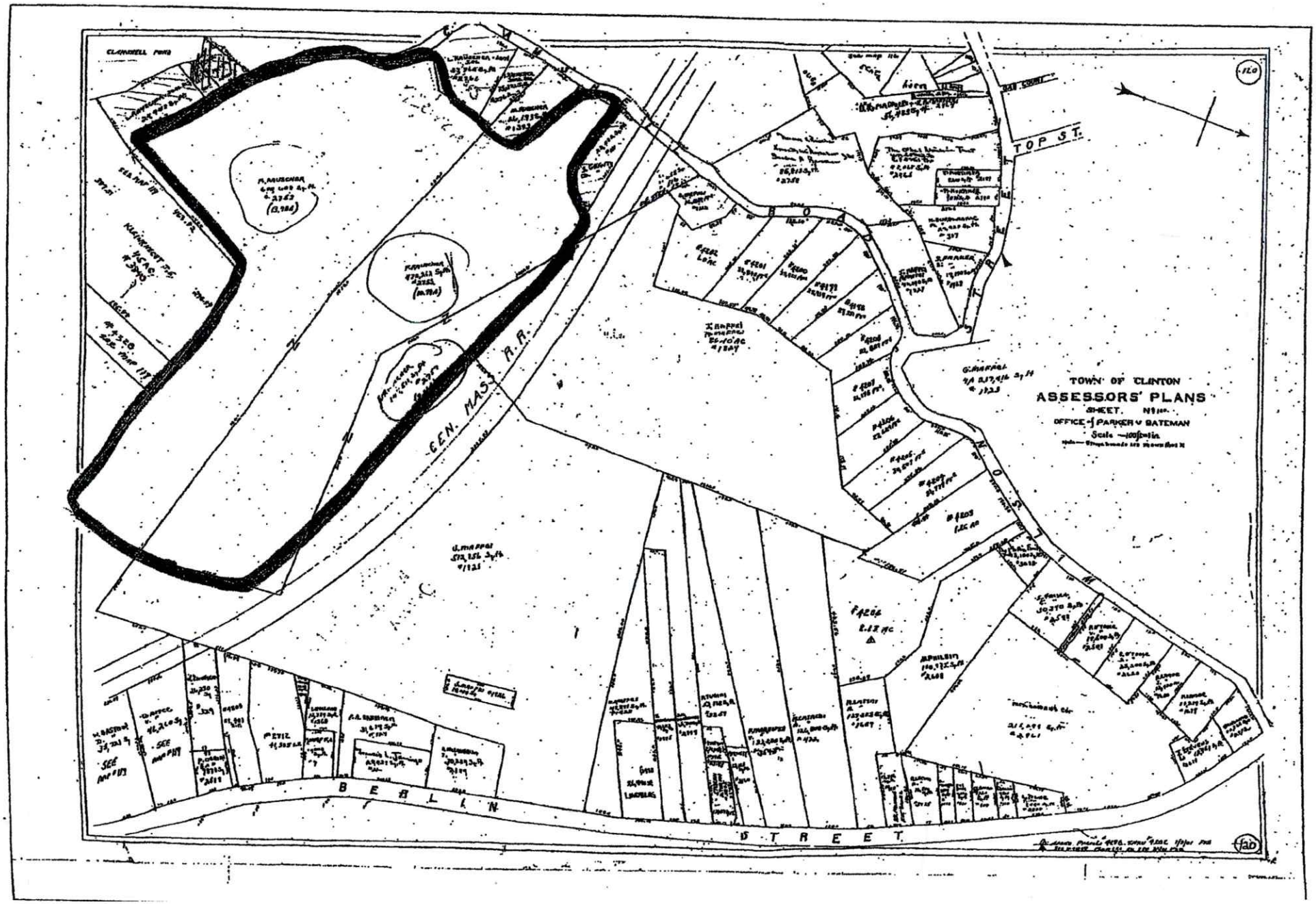
CHAPTER 183 SEC. 6 AS AMENDED BY CHAPTER 497 OF 1969

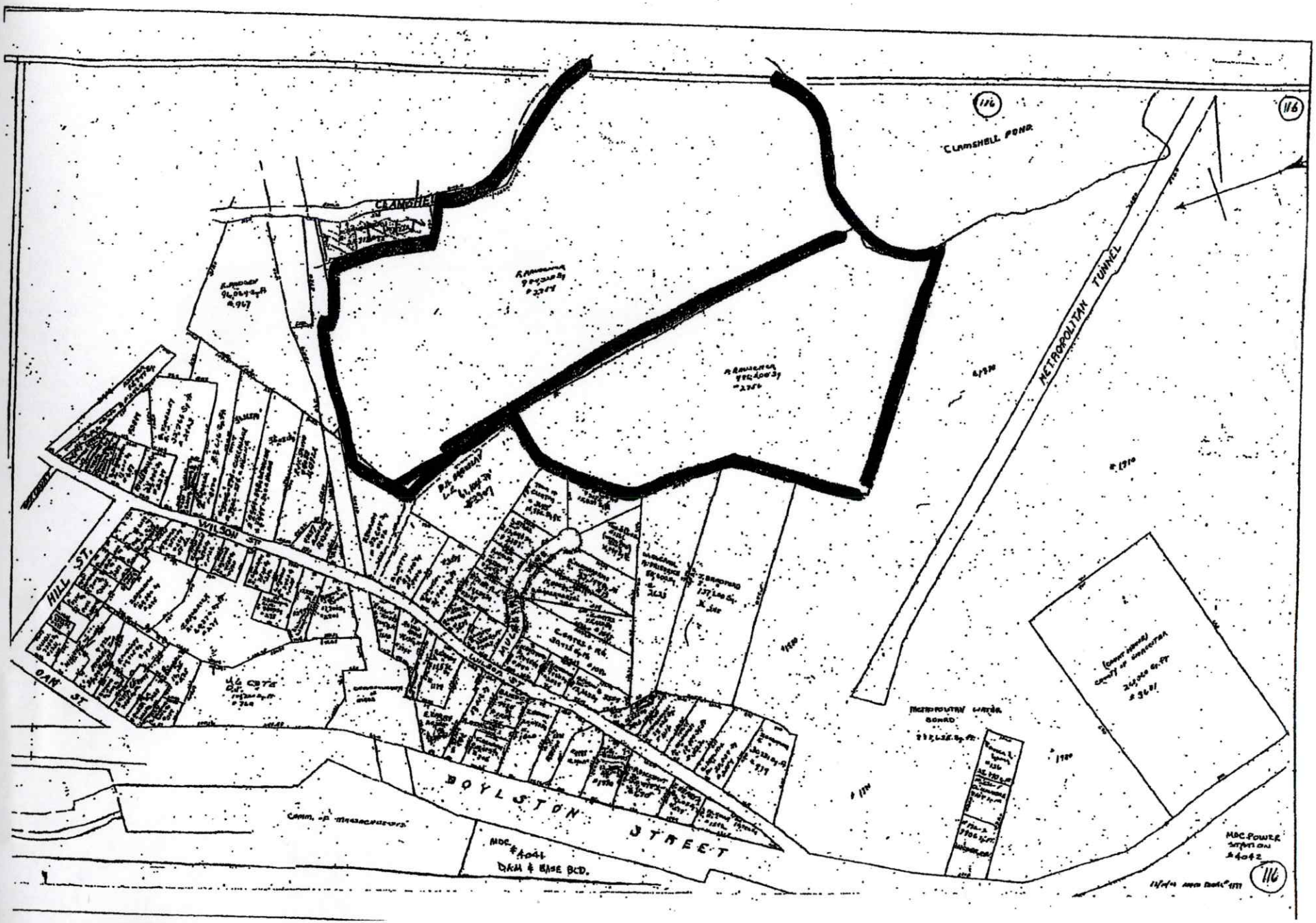
Every deed presented for record shall contain or have endorsed upon it the full name, residence and post office address of the grantee and a recital of the amount of the full consideration thereof in dollars or the nature of the other consideration therefor, if not delivered for a specific monetary sum. The full consideration shall mean the total price for the conveyance without deduction for any liens or encumbrances assumed by the grantee or remaining thereon. All such endorsements and recitals shall be recorded as part of the deed. Failure to comply with this section shall not affect the validity of any deed. No register of deeds shall accept a deed for recording unless it is in compliance with the requirements of this section.

Recorded OCT 23 1974 at 10 h. 6 m. A.M.

Appendix 10 – Assessors Map Block and Parcel

Appendix 10 – Assessors Map Block and Parcel


TOWN OF CLINTON
ASSESSORS' PLANS
SHEET. No
OFFICE of PARKER & BATEMAN
Scale
TOP ST.
BOYD ST.
NORTH ST.
GEN. MASS. R.R.
BELLEVUE
BELLEVUE STREET


116
CLAMSHELL POND
CLAMSHELL
METROPOLITAN TUNNEL
WILSON ST.
HILL ST.
OAK ST.
BOYLSTON STREET
Comm. of Massachusetts
MDC #4041
DAM & BASE BCD.
MDC POWER STATION #4042
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Appendix 11 – Passive Recreation – Defined by State

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STATEMENT OF POLICY REGARDING M.G.L. CHAPTER 132A, §11
THE SELF-HELP PROGRAM

The Self-Help program was established by M.G.L. Chapter 132A, §11, in 1960 to assist municipalities having duly established Conservation Commissions under M.G.L. Chapter 40, §8C in the acquisition of land for conservation and passive outdoor recreation purposes. The policy regarding this program as it affects the distribution of state funds is as follows:

1. The intent of the Self- Help program is to preserve areas insofar as practicable in their natural state for natural resource(s) value(s) and for the quiet enjoyment thereof by the citizens of the Commonwealth. First and foremost, the program should protect areas that contain unique natural, historical or cultural features or extensive water resources, regardless of the location of the area.

2. Because of the pressing need for preservation of natural resources and of open space in densely populated areas, projects which preserve natural areas or resources in the Commonwealth's densely populated cities and towns will receive priority consideration for funding. It is a continuing policy of the Executive Office of Environmental Affairs in cooperation with other concerned public and private organizations to use all practical means to foster and promote the general welfare of all citizens. Therefore, the Executive Office of Environmental Affairs is committed to developing measures and procedures in consultation with other agencies that will ensure that environmental amenities and values are considered in the appropriate social and economic contexts. Insofar as it is equitable and practicable, Self-Help funds shall be distributed so that such investment attains the widest range of beneficial uses of the environment, ensures the integrated use of natural and social resources and promotes all facets of equal opportunity for the citizens of the Commonwealth.

3. Self-Help funds may be used to assist in the acquisition of land to be used only for conservation and passive outdoor recreation. Passive recreation is defined as any activity that can be casually performed outdoors with minimum disturbance of an area's natural condition. For example, hiking, picnicking, canoeing, ice-skating, cross country skiing, casual swimming in a natural water body or informal sports activities on an open field are considered passive activities. Whereas, tennis, swimming competitively or in man-made facilities, baseball, basketball or golf on developed facilities are considered active recreation activities. Therefore, development of facilities on Self-Help land is limited to such items as trails, comfort stations, small parking areas, small shelters or maintenance support structures, boardwalks over wet areas, duck blinds, etc.

statutory purpose of the statute was furthered by limiting liability to encourage mall owners to permit recreational walking.

Some cases illustrating the broad range of protection afforded by the Recreational Use Statute:

Anderson v. Springfield, 406 Mass. 632 (1990). The recreational use statute is applicable to injuries on municipally-owned and other governmentally-owned recreational areas to the same extent as to private landowners.

Sandler v. Commonwealth, 419 Mass. 334 (1995). The persistent failure to remedy defects in a tunnel on a traveled bikeway was not wanton or reckless conduct imposing liability under c. 21, sec. 17C for injuries to bike rider who hit an uncovered 8-inch drain hidden by a puddle of water in an unlit tunnel (the drain was constantly coming uncovered and the lights were usually broken). The court found that "a persistent failure to repair defects in the tunnel on a traveled bikeway simply does not present a level of dangerous that warrants liability" under section 17C.

Seich v. Town of Canton, 426 Mass. 84 (1997) – charge for registration fee to participate in basketball league is not an entrance fee for public use of property, so no liability.

Hardy v. Loon Mountain Recreation Corp., U.S. Court of Appeals for the First Circuit, No. 01-1263, January 8, 2002. No liability to injured plaintiff who paid to ride a gondola to the top of the mountain, since anyone could hike up or get there by other means because "charge" means an actual admission fee paid for permission to enter the land for recreational purposes. (citing cases holding that private instructor fees, campground facility fees, parking fees per car, and not per occupant are not "charges" for purposes of recreational use statute so long as public may use the general area without charge).

Shi-Ra Ali vs. City of Boston, Docket No.: SJC-09124, March 15, 2004.

Plaintiff was riding his bicycle through Franklin Park in the early evening on the way home from a store, collided with an unlit park gate across the paved bicycle land, and suffered injuries. He argued that because he was not using the park for a recreational purpose was entitled to damages. The gate spans the middle of the path, leaving unobstructed spaces of approximately three feet on either side for pedestrians and bicyclists to pass around it. The plaintiff argued his subjective intent should govern, but the court said his subjective intent did not matter.

The standard is different for maintaining an <u>artificial condition</u> which attracts children:

Ch. 231 Sec. 85Q. Any person who maintains an artificial condition upon his own land shall be liable for physical harm to children trespassing thereon if (*a*) the place where the condition exists is one upon which the land owner knows or has reason to know that children are likely to trespass, (*b*) the condition is one of which the land owner knows or has reason to know and which he realizes or should realize will involve an unreasonable risk of death or serious bodily harm to such children, (*c*) the children because of their youth do not discover the condition or realize the risk involved in intermeddling with it or in coming within the area made dangerous by it, (*d*) the utility to the land owner of maintaining the condition and the burden of eliminating the danger are slight as compared with the risk to children involved, and (*e*) the land owner fails to exercise reasonable care to eliminate the danger or otherwise to protect the children.

RECREATIONAL USE SHIELDS OWNERS FROM LIABILITY

Irene Del Bono

The potential for liability for proposed open space and recreational areas are uppermost in the minds of private and public owners. Massachusetts General Law c. 21 sec. 17C, known as the "Recreational Use Statute", affords any owner who allows the public to use their land for recreation at no charge relief from liability so long as the owner has not been willful, wanton or reckless. The statute reads as follows:

Chapter 21: Section 17C. Public use of land for recreational, conservation, scientific educational and other purposes; landowner's liability limited; exception: (a) Any person having an interest in land including the structures, buildings, and equipment attached to the land, including without limitation, wetlands, rivers, streams, ponds, lakes, and other bodies of water, who lawfully permits the public to use such land for recreational, conservation, scientific, educational, environmental, ecological, research, religious, or charitable purposes without imposing a charge or fee therefor, or who leases such land for said purposes to the commonwealth or any political subdivision thereof or to any nonprofit corporation, trust or association, shall not be liable for personal injuries or property damage sustained by such members of the public, including without limitation a minor, while on said land in the absence of wilful, wanton, or reckless conduct by such person. Such permission shall not confer upon any member of the public using said land, including without limitation a minor, the status of an invitee or licensee to whom any duty would be owed by said person.

(b) The liability of any person who imposes a charge or fee for the use of his land by the public for the purposes described in subsection (a) shall not be limited by any provision of this section. The term ""person" as used in this section shall be deemed to include the person having an interest in the land, his agent, manager, or licensee and shall include without limitation, any governmental body, agency or instrumentality, nonprofit corporation, trust or association, and any director, officer, trustee, member, employee or agent thereof. A contribution or other voluntary payment not required to be made to use such land shall not be considered a charge or fee within the meaning of this section.

The Court in *Sandler v. Commonwealth*, 419 Mass. 334 (1990) defined willful, wanton or reckless conduct for the purposes of the Recreational Use Statute to be the same as that required for criminal liability. "Reckless failure to act involves an intentional or unreasonable disregard of a risk that presents a high degree of probability that substantial harm will result to another [such that the] risk of death or grave bodily injury must be known or reasonably apparent…"

In other words, so long as owners who let the public use their land don't create a situation that is so dangerous that it is likely to cause serious bodily injury or death, they are shielded from liability to a recreational user.

Planning officials will be interested in knowing that the recreational use statute has even been applied to a "mall walker" where a mall allowed the public to walk early in the morning before stores were open, the walker had no intention of shopping. The court in *Nitishin v. The Musicland Group, Inc.*, 2005 WL 3627262 (Mass. Super. 2005; MacDonald, J.) found that the

Appendix 12 – List of Clinton Conservation Commission, Open Space Acquisition Committee, Clinton Greenway Trust and Friends of Rauscher Farm

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Rauscher Farm Management Plan Contributors

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J.J. Moran
Maryann Castillo
Greg Sandberg
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