



TOWN OF ACTON
472 Main Street
Acton, Massachusetts, 01720
Telephone (978) 929-6431
Fax (978) 929-6340

December 11, 2012

Acton Community Preservation Committee
472 Main Street
Acton, MA 01720

Dear Mr. Bourdon:

Please accept this late application for Community Preservation funds to acquire a one-acre open piece of land from the Acton Conservation Trust, which we intend to annex to the Acton Arboretum property. The application is also requesting funds to pay for drafting a conservation restriction.

We hope you will forgive the tardiness of our application. We were not able to make the CPC funding cycle for 2012. For that reason ACT purchased the property.

Thank you for your consideration of this request. We feel it is appropriate for Community Preservation funding because of the parcel's location next to the 64-acre Acton Arboretum. It assists in preserving large tracts of undeveloped land and will ensure that the scenic attributes of the surrounding area will be enhanced.

Sincerely yours,

Steve Ledoux
Town Manager

PROJECT APPLICATION FORM – 2013

Applicant: Acton Conservation Commission **Submission Date:** December 11, 2012

Applicant's Address, Phone Number and Email **Purpose: (Please select all that apply)**

472 Main Street

Acton MA 01720

978-929-6634

- Open Space
- Community Housing
- Historic Preservation
- Recreation

Town Committee (if applicable): Acton Conservation Commission

Project Name: Acquisition of Open Space 81 Wood Lane (Rear)

Project Location/Address: 81 Wood Lane/Annex to Acton Arboretum

Amount Requested: \$47,497

Project Summary: In the space below, provide a brief summary of the project.

The purpose of this application is to pay for the purchase one acre of land from Acton Conservation Trust (ACT) that was subdivided from 81 Wood Lane, Acton and annex the acre to the Acton Arboretum property. Mr. Cedric Haring offered a portion of his property for purchase by the Town of Acton because he loved the Arboretum and the location of his home right next door. Mr. Haring's property had been surrounded on three sides by the Acton Arboretum. On one side of the land is an access trail, on another is an old cart path and on the third side is open meadow. All these aspects of the Acton Arboretum would have been sorely impacted if a housing development or large structure were built overlooking these scenic, natural resources.

The \$25,000 purchase price is indeed a bargain since many one-acre building lots in Acton are worth \$350,000. Please see 6/17/11 Keller Williams Realty "opinion of value" letter stating that the entire property could have been divided into 3 lots at \$200,000 each. It also could have been developed into a 40B project comprising 12+ units. Mr. Haring loved the Arboretum and that is why he sold this portion of his property to ACT for such an affordable price.

Combining this acre with the 64-acre Acton Arboretum is advantageous for many reasons. It is consistent with the goals of the Community Preservation Plan by preserving large tracts of undeveloped land. It preserves open space and protects it from further residential growth, a trend which has been reducing Acton's supply of farmlands, open fields, woodlands and waterways. The people of Acton have repeatedly stipulated their desire to protect these resources. This small piece of land contains all of those scenic, historic, aesthetic attributes. In fact they are all within a very short distance walk along pre-existing, well-blazed, maintained trails and boardwalks of the Acton Arboretum.

This project leverages multiple sources of funding. The Friends of the Acton Arboretum, Inc. contributed to the cost of the survey work, approximately \$2,000. This non-profit organization regularly contributes to all aspects of the Acton Arboretum property for the public education and enjoyment. The Acton Land Stewardship Committee regularly donates time, talent and labor to maintain boardwalks and trails. Dozens of citizens per year volunteer to maintain the gardens. The Acton Natural Resources Department mows the lawns and cares for the trees, trails and plantings. Boy Scout and Girl Scout troops contribute time, talent and treasure to enhancing the attributes of the Arboretum.

A Conservation Restriction Stewardship Fund will need to be set up in order for ACT to hold the CR (Conservation Restriction) on this parcel. That cost should be factored into the purchase price up front. Attached is the documentation for the Gaebel land that itemized the cost of such a fund, approximately \$14,000.

Purchase price: \$25,000
Closing costs to reimburse ACT: \$5,025
Survey costs to reimburse Friends of the Acton Arboretum, Inc.: \$3,472
Conservation Restriction Stewardship Fund: \$14,000
Total: \$47,497

Estimated Date for Commencement of Project: As soon as funding is available.

Estimated Date for Completion of Project: June 2013

bda

Policy for Open Space Acquisition and Preservation Fund

Establishment of the Fund

Pursuant to § 5(b)(2) of the Community Preservation Act, the Community Preservation Committee ("CPC") has recommended that Town Meeting appropriate from the community preservation fund the sum of \$25,000 in Fiscal Year 2011 to establish an Open Space Acquisition and Preservation Fund (the "Fund") to be expended by the Open Space Committee, subject to the approval of the Board of Selectmen, consistent with this policy, for advancing the acquisition and preservation of open space in the Town of Acton.

Purpose of the Fund

The purpose of the Fund is to advance opportunities to acquire and preserve open space which opportunities may otherwise be lost, jeopardized, impeded or delayed by the Town's inability to secure the opportunity due to the interval between Town Meetings. Bringing to fruition open space acquisition and preservation opportunities often requires certain initial expenditures to determine the value of the property, to evaluate the merits of the transaction, and to negotiate and prepare transaction documents to preserve the opportunity before the actual project can be brought forward for CPA funding. The purpose of this Fund would be to allow the Open Space Committee, with the approval of the Board of Selectmen, to access a limited amount of CPA funds, supplemented by other funds as set forth below, for such preliminary expenditures in the interval between Town Meetings.

Sources of Funds

In addition to any appropriation to the Fund of CPA funds as recommended by the CPC and approved by Town Meeting, the Fund shall include such other funds as the Open Space Committee and the Board of Selectmen may obtain for this purpose from other sources such as gifts and donations associated with open space preservation efforts.

Uses of the Fund

Expenditures from the Fund may be used for the following purposes:

Appraisals consistent with CPA § 5(f),

environmental studies, including wetlands delineation and 21E investigations; and legal work related to potential land acquisition and protection, transaction documents, title searches, open space restrictions, and analysis and resolution of legal issues.

Deposits to bind offers to purchase, P&S agreements, options, or similar instruments to preserve the opportunity pending Town Meeting action.

To the extent another potential use might arise for use of this Fund, the Open Space Committee may petition the Board of Selectmen and the CPC for permission to use money from the Fund for this use. It is the intent of this Fund that the monies shall only be used for purposes related to open space acquisition and preservation.

It shall be the intent also that the open space acquisition and protection projects for which the CPA money from this Fund would be used ultimately would be funded in whole or in part by CPA funds.

Procedures for Accessing Money from the Fund

The Open Space Committee shall be responsible for requesting permission from the Board of Selectmen to access money from this Fund for one of the uses listed above. The Open Space Committee shall make a written request to the Selectmen outlining generally the reason and the use for the money, and the Selectmen are encouraged to vote on the request at the earliest opportunity after giving the Open Space Committee the opportunity to explain in detail, and in executive session if permissible, the reasons for the request.

If the open space acquisition and preservation opportunity does not result in a concrete proposal being presented to and approved by the CPC and Town Meeting for funding from the CPA, the Open Space Committee shall recommend to the Board of Selectmen that any money used from the Fund for that project shall be replenished from the municipal operating budget or any other available source.

Policy Approved as follows:

By the Open Space Committee at an open meeting on February 26, 2010;

By the Community Preservation Committee at an open meeting on March 4, 2010; and

By the Board of Selectmen at an open meeting on April 26, 2010



A. Settlement Statement (HUD-1)

OMB Approval No. 2502-0265

B. Type of Loan		6. File Number	7. Loan Number:	8. Mortgage Insurance Case Number:
1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> RHS 3. <input type="checkbox"/> Conv. Unins.		12-45214		
4. <input type="checkbox"/> VA 5. <input type="checkbox"/> Conv. Ins.				
C. Note: This form is furnished to give you a statement of actual statement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.				
D. Name & Address of Borrower: The Acton Conservation Trust, a Massachusetts Non-profit Corp. P.O. Box 658		E. Name & Address of Seller: Cedric F. Haring, Jr. 81 Wood Lane Acton, MA 01720		F. Name & Address of Lender: CASH DEAL
G. Property Location: Parcel A, 81 Wood Lane Acton, MA 01720		H. Settlement Agent: Marsh, Moriarty, Ontell & Golder, P.C. 18 Tremont Street - Suite 900 Boston, Massachusetts 02108		Phone: (617)778-5100
		Place of Settlement: 18 Tremont Street - Suite 900 Boston, Massachusetts 02108		I. Settlement Date: 08/01/2012 Disbursement Date: 08/01/2012
J. Summary of Borrower's Transaction			K. Summary of Seller's Transaction	
100. Gross Amount Due From Borrower			400. Gross Amount Due to Seller	
101. Contract sales price	\$25,000.00	401. Contract sales price	\$25,000.00	
102. Personal property		402. Personal property		
103. Settlement charges to borrower (line 1400)	\$1,228.00	403.		
104.		404.		
105.		405.		
Adjustment for items paid by seller in advance			Adjustment for items paid by seller in advance	
106. City/town taxes 08/01/2012 to 09/30/2012	\$20.34	406. City/town taxes 08/01/2012 to 09/30/2012	\$20.34	
107. County taxes to		407. County taxes to		
108. Assessments to		408. Assessments to		
109.		409.		
110.		410.		
111.		411.		
112.		412.		
120. Gross Amount Due from Borrower	\$26,248.34	420. Gross Amount Due to Seller	\$25,020.34	
200. Amounts Paid by or in Behalf of Borrower			500. Reduction in Amount Due to Seller	
201. Deposit or earnest money	\$2,500.00	501. Excess deposit (see instructions)		
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	\$339.00	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to		
204.		504. Payoff of first mortgage loan to		
205.		505. Payoff of second mortgage loan to		
206.		506. Excess Deposit held by Mintz Levin Cohn Ferris Glovsky	\$2,500.00	
207.		507.		
208.		508.		
209.		509.		
Adjustment for items unpaid by seller			Adjustment for items unpaid by seller	
210. City/town taxes to		510. City/town taxes to		
211. County taxes to		511. County taxes to		
212. Assessments to		512. Assessments to		
213.		513.		
214.		514.		
215.		515.		
216.		516.		
217.		517.		
218.		518.		
219.		519.		
220. Total Paid by/for Borrower	\$2,500.00	520. Total Reduction Amount Due Seller	\$2,839.00	
300. Cash at Settlement from/to Borrower			600. Cash at Settlement from/to Seller	
301. Gross amount due from borrower (line 120)	\$26,248.34	601. Gross amount due to seller (line 420)	\$25,020.34	
302. Less amounts paid by/for borrower (line 220)	\$2,500.00	602. Less reduction in amount due seller (line 520)	\$2,839.00	
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	\$23,748.34	603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	\$22,181.34	

Previous editions are obsolete

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HUD-1

L. Settlement Charges				Paid From Borrowers's Funds at Settlement	Paid From Sellers's Funds at Settlement
700. Total Real Estate Broker Fees					
Division of Commission (line 700) as follows:					
701.	to				
702.	to				
703. Commission paid at settlement					
704.					
800. Items Payable in Connection with Loan					
801. Our origination charge (Includes Origination Point 0% or \$0.00)				(from GFE #1)	
802. Your credit or charge (points) for the specific interest rate chosen				(from GFE #2)	
803. Your adjusted origination charges				(from GFE A)	
804. Appraisal fee to				(from GFE #3)	
805. Credit report to				(from GFE #3)	
806. Tax service to				(from GFE #3)	
807. Flood certification to				(from GFE #3)	
808.					
900. Items Required by Lender to be Paid in Advance					
901. Daily Interest charges from 08/01/2012 to @\$/day				(from GFE #10)	\$0.00
902. Mortgage insurance premium for months to				(from GFE #3)	
903. Homeowner's insurance for years to				(from GFE #11)	
904.					
1000. Reserves Deposited with Lender					
1001. Initial deposit for your escrow account				(from GFE #9)	
1002. Homeowner's insurance	months @	per month	\$		
1003. Mortgage insurance	months @	per month	\$		
1004. Property taxes	months @	per month	\$		
1005.	months @	per month	\$		
1006.	months @	per month	\$		
1007. Aggregate Adjustment					\$ 0.00
1100. Title Charges					
1101. Title services and lender's title insurance				(from GFE #4)	\$850.00
1102. Settlement or closing fee MMOG					\$ 850.00
1103. Owner's title insurance Chicago Title Insurance Company				(from GFE #5)	\$100.00
1104. Lender's title insurance Chicago Title Insurance Company					
1105. Lender's title policy limit \$					
1106. Owner's title policy limit \$ 25,000.00					
1107. Agent's portion of the total title insurance premium to Marsh, Moriarty, Ontell & Golder, P.C.					\$ 70.00
1108. Underwriter's portion of the total title insurance premium to Chicago Title Insurance Company					\$ 30.00
Total from addendum lines					\$88.00
					\$75.00
1200. Government Recording and Transfer Charges					
1201. Government recording charges				(from GFE #7)	\$125.00
1202. Deed \$ 125.00	Mortgage \$	Release \$			
1203. Transfer taxes				(from GFE #8)	\$114.00
1204. City/County tax/stamps	Deed \$	Mortgage \$			
1205. State tax/stamps	Deed \$ 114.00	Mortgage \$			
Total from addendum lines					\$65.00
					\$150.00
1300. Additional Settlement Charges					
1301. Required services that you can shop for				(from GFE #6)	
1302.				\$	
1303.				\$	
1304.				\$	
1305.				\$	
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)					\$1,228.00
					\$339.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

POC = Paid outside of closing (B)=Borrower (S)=Seller (L)=Lender

The Acton Conservation Trust a Massachusetts Not-profit Corp.

Cedric F. Harring, Jr.

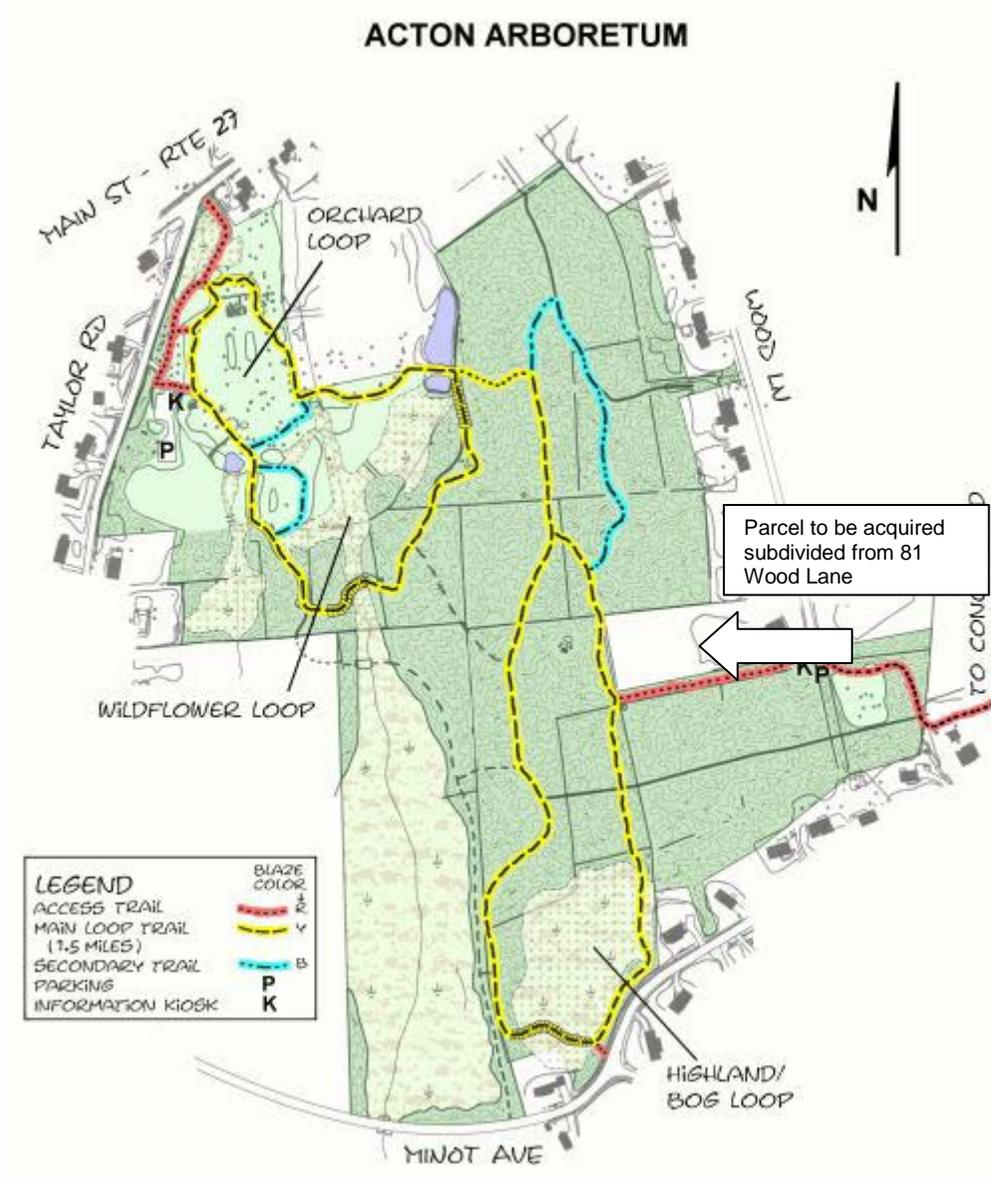
The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause funds to be disbursed in accordance with this statement

Marsh, Moriarty, Ontell & Golder, P.C.

Previous editions are obsolete

Page 2

HUD-1



Acton Arboretum Description

Printable M



AGREEMENT REGARDING REAL ESTATE TAXES AND MUNICIPAL CHARGES

PROPERTY: Parcel A, 81 Wood Lane, Acton, Massachusetts 01720
BUYER: The Acton Conservation Trust, Inc., a Massachusetts Non-Profit Corporation
SELLER: Cedric F. Haring, Jr.

Marsh, Moriarty, Ontell & Golder, P.C. (the "Firm"), counsel for the above-referenced Buyer has relied upon written and verbal tax information from the Treasurer's Office, and Water and/or Sewer Department(s) of the Town/City in which the Premises are located, regarding whether any sums are due and owing concerning real estate taxes, including past due taxes, betterments, tax title amounts, water and sewer charges affecting the Premises (individually and collectively, "Municipal Charges"). Accordingly, adjustments and disbursements made by the Firm, if any, for Municipal Charges have been made based only as set forth in this paragraph.

In consideration of the Firm agreeing to serve as settlement agent on the above transaction, the undersigned hereby agree to fully cooperate with the Firm to acquire any additional information required by the Firm to insure that all Municipal Charges regarding the Premises are fully paid. The undersigned each jointly and severally agree to pay all such Municipal Charges and to reimburse the Firm in the event that such Municipal Charges are paid by the Firm on the undersigned's behalf (to which the undersigned expressly consent); however, the Firm is under absolutely no obligation to make such payments and if the Firm does so, it does so in its own discretion.

The undersigned herein jointly and severally indemnify the Firm against all loss, cost, and/or damage for failure to do so, including reasonable attorney fees.

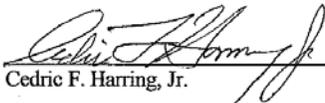
The undersigned also agree to a readjustment of Municipal Charges as between themselves, and agree, upon notice from the Firm, to immediately re-execute all documents reasonably required by the Firm, including HUD-1 Settlement Sheets, to reflect any additional payments that may have been paid by the Firm.

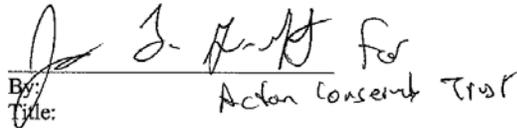
Signed under seal today, August 1, 2012.

SELLER:

BUYER:

The Acton Conservation Trust, Inc., a
Massachusetts Non-Profit Corporation


Cedric F. Haring, Jr.


By: _____
Title: Acton Conserv Trust

COMPLIANCE AGREEMENT

PROPERTY: Parcel A, 81 Wood Lane, Acton, Massachusetts 01720
BUYER: The Acton Conservation Trust, Inc., a Massachusetts Non-Profit Corporation
SELLER: Cedric F. Harring, Jr.

The Buyer and Seller have entered into a purchase and sale transaction with respect to the above-captioned property, and certain documents have been or will be executed in connection therewith. Buyer and Seller acknowledge that the documents signed at closing may require subsequent corrections due to clerical errors, or additional documents may be required due to certain omissions.

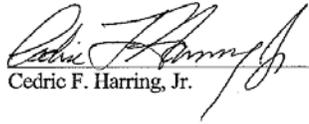
Now therefore, in consideration of these presents, Buyer and Seller hereby agree that they will promptly re-execute any corrective documents or execute any additional documents that may be reasonably required by the other party in order to effectuate the terms of the purchase and sale transaction.

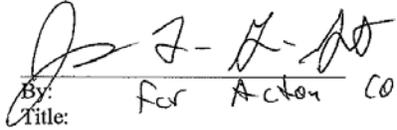
Signed under seal today, August 1, 2012.

SELLER:

BUYER:

The Acton Conservation Trust, Inc., a
Massachusetts Non-Profit Corporation


Cedric F. Harring, Jr.


By: J. J. H. for Acton Conservation Trust
Title:

MARSH, MORIARTY, ONTELL & GOLDER, P.C.
18 Tremont Street – Suite 900
Boston, Massachusetts 02108
Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Marsh, Moriarty, Ontell & Golder, P.C.**

We may collect nonpublic personal information about you from the following sources:

Information we receive from you such as on applications or other forms.

Information about your transactions we secure from our files, or from [our affiliates or] others.
Information we receive from a consumer-reporting agency.

Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

If you have any questions regarding our privacy policies and practices, please do not hesitate to contact any of the attorneys at our firm. We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.

Non-financial companies such as envelope stuffers and other fulfillment service providers.

10/20/2012 11:00 AM



June 17, 2011

Jim Snyder Grant
Acton Conservation Trust
Acton Town Hall
472 Main St, Acton, Ma 01720
RE: Opinion of Value, 81 Wood Lane, Acton, MA 01720

Dear Jim,

Thank you for the opportunity to provide you an opinion of value for the land located at 81 Wood lane in Acton which is currently on the market for sale priced at \$458,000. It is a parcel of land that is 2.31 acres that includes a single family ranch style dwelling built in 1960. and is contiguous to the already existing Acton Aboretum. ACT has asked for an opinion of value on the back parcel of this property which is approximately 40,000 sq ft or 1 acre.

The value of this property in my opinion, is in the land and not the dwelling on the property, therefore, it is most important to address to various possible land uses for this parcel to determine its value.

Overview Description of the parcel: This parcel is zoned R-2 (1/2 acre zoning), it is in the zone 4 for groundwater district, it is on a dead end street and is not in the affordable housing overlay district but is near another affordable overlay district. It is not in the historic district. The house with the land is currently assessed at \$418,000. The house is assessed at \$129,300 and the land is assessed at \$288,700.

81 Wood Lane parcel abuts a town owned conservation piece of land that is roughly 50+- acres of which 3 sides of the parcel is surrounded by the Acton Aboretum. One side of the land is an access trail, the back side is an old cart path trail and the third side is an open meadow. The front part of the land where the ranch home is located has many variations in the topography with many "out croppings" and appears to have ledge as it only has a partial basement due to ledge. The back acre that the town wishes to purchase appears flat and wooded.

Possible Land Uses: After speaking with the town planner and evaluating other parcels of land including one I most recently sold at 57 Robbins St, the possible land uses are as follows:

1. A residential compound where the parcel may be possibly divided into 3 lots. (The original dwelling would be torn down and the other 2 lots developed). According to the town planner and the zoning by laws under Residential Compounds, this parcel "as is" does not meet the set back requirements under Acton Zoning By laws and under Subdivision Rules page 8, (8.1.17); which does not allow essentially another cul de sac to be created off of a dead end street due to fire and safety issues for fire trucks to access these roads they do not allow the road to be extended any further than the already 500 ft off a dead end. To subdivide this parcel would require a variance from Planning which requires a compelling argument that it is or not in the public's best interest to subdivide this parcel. The Acton Fire Chief would have to "sign off" and also agree to the variance. However, IF the town decided to grant this variance, the land would be worth approximately between \$175,000 and \$200,000/lot. I would compare this property to 57 Robbins St which was subdivided into a residential compound this past spring, consisting of 3 total lots; 2 newly constructed homes and the original antique to the property, each with their ½ acre lot and sold \$175/lot for the 2 back lots. Wood Ln is a little better location being closer to the town however; Robbins St is within walking distance to the train and park.
2. The second possibility of land use is a 40B project. The town planner stated that we are well below our 10% quota in affordable housing (6.3%) for Acton. Under chapter 40B, regardless of the anticipated abutters objections, a developer could over ride the towns local zoning by laws and obtain state approvals to develop an affordable housing project if Acton has not met their quota. Further, for the purpose of a 40B, the location of this parcel is ideally within walking distance to the town center; library, town hall, playground, pizza shop and mirrors another designated overlay district not far from this parcel off Nagog Hill Rd. The value to purchase this property to develop as a 40B would be roughly the current assessed value (418,000). Potentially, at least 12+ units would fit on this 2.31 acre of land. If the town did not grant a variance for the neighborhood residential compound, then perhaps a developer would consider to go ahead and develop the property as a 40B project.
3. The last option would to sell the house as a single family dwelling on the 2.31 acres of land listed at a little above the assessed value, \$425,000
4. If the town were to break off the 1 acre of the back lot from the ranch house, it does compromise the value of the ranch home somewhat because the upper parcel in the front offers "boney type land" uneven topography, and a ranch home although somewhat interesting in style is in need of complete updating. The lot in the rear if broken off from the front would then become "land locked", meaning it has no frontage to access the back lot any longer which would compromise the overall value of the house and lot. If the owner is offering the back lot for \$25,000 to the town, I would suggest that in my opinion, it is a really good deal for the town. This owner could easily get more money if he kept the entire parcel in tact to sell as a whole.

Please feel free to touch base with any further questions!

Best Regards,



Marianne Blackstone Tabner

REALTOR, CBR, GREEN

978-621-8028

MBTabner@kw.com

MBHomeTeam.com

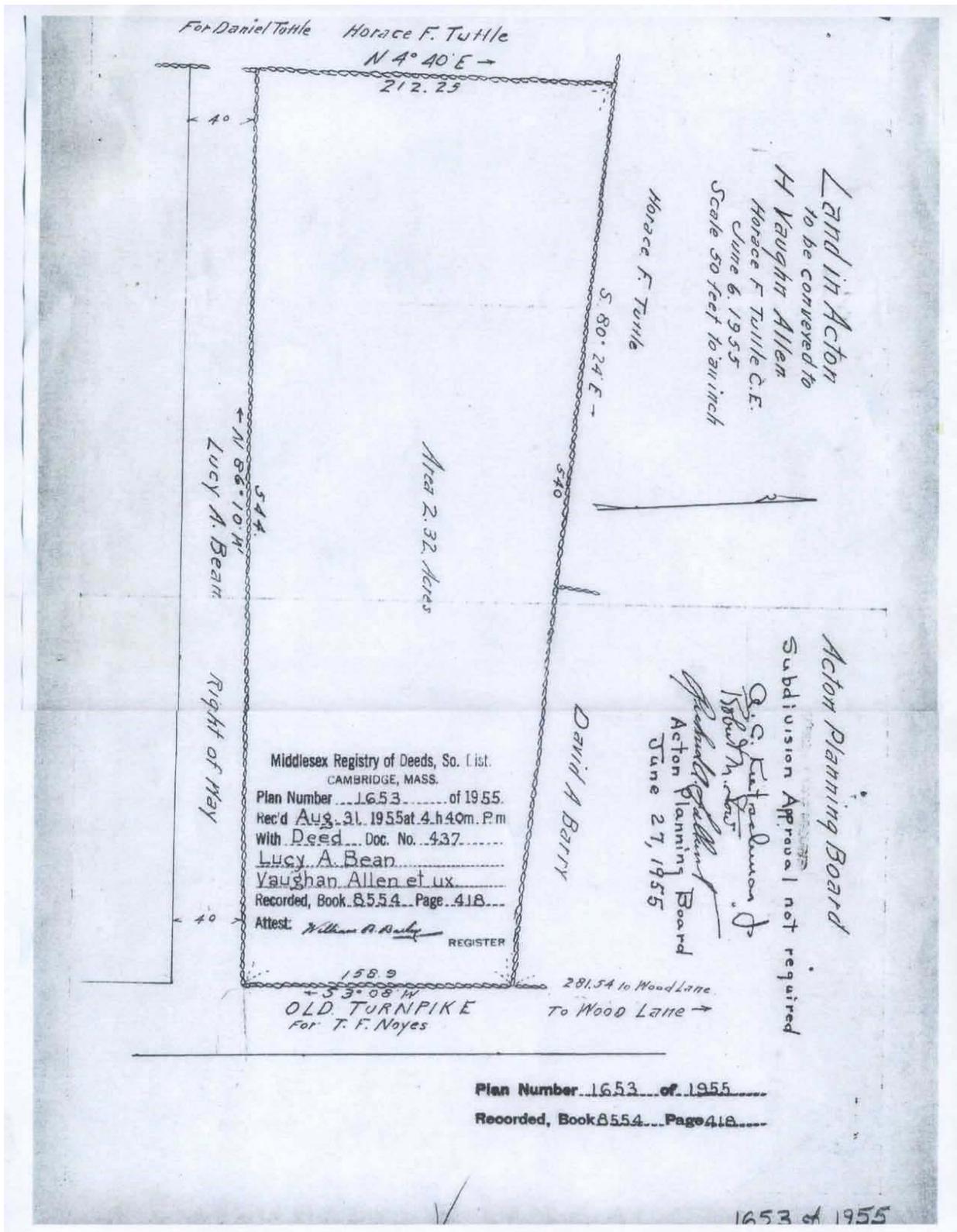
FineHomesLandAndSea.com

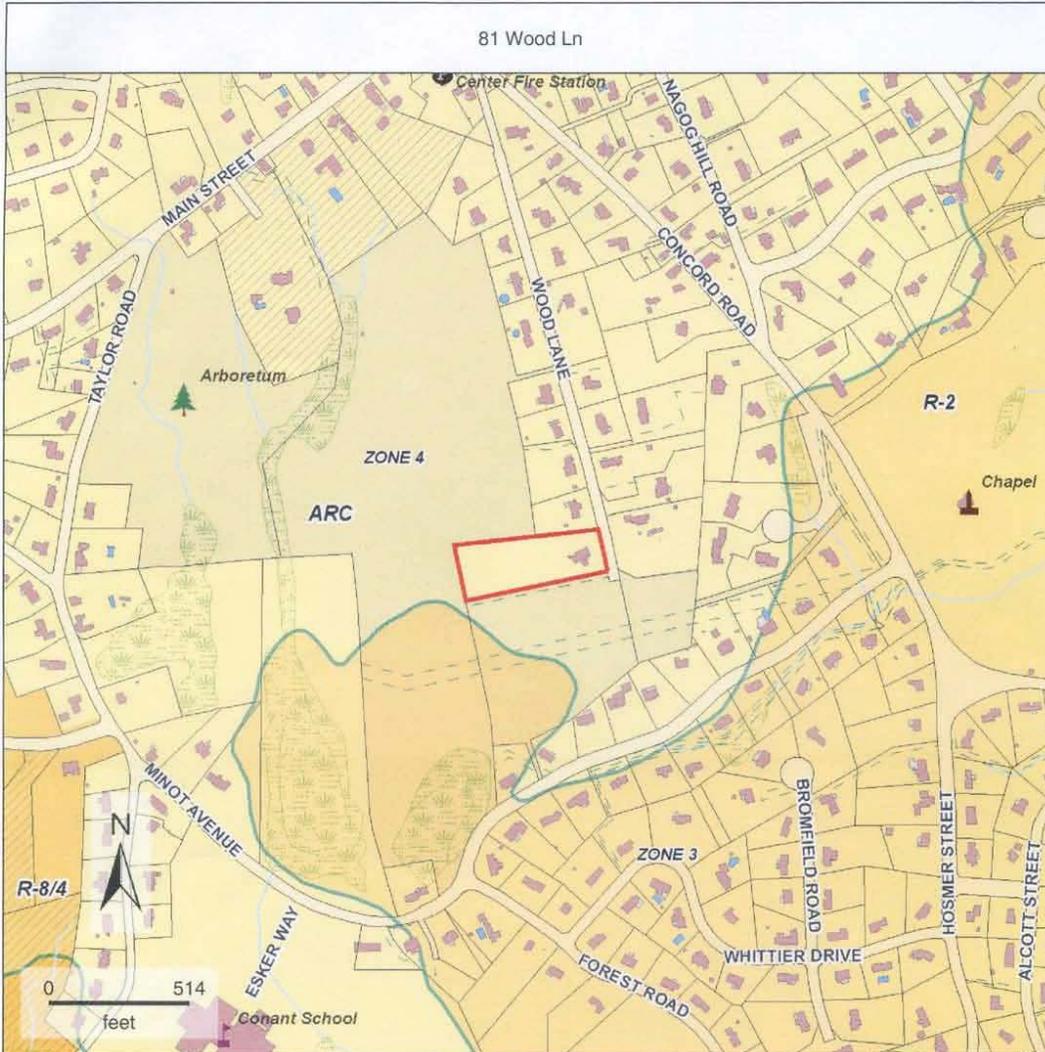
Keller Williams Realty

200 Bake Av, Suite 205

Concord, MA 01742







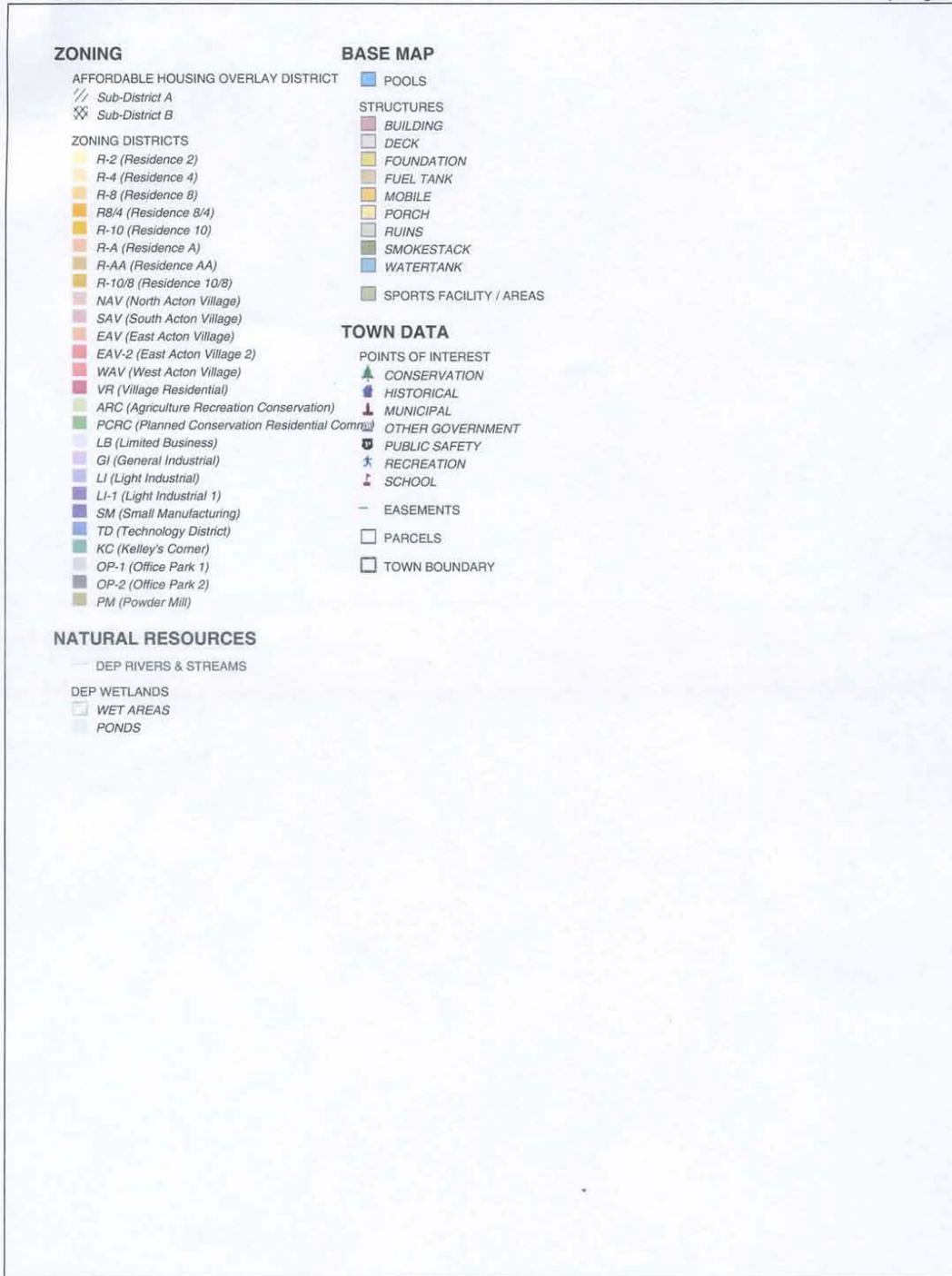
Property Information
 Property ID F4-41
 Location 81 WOOD LN



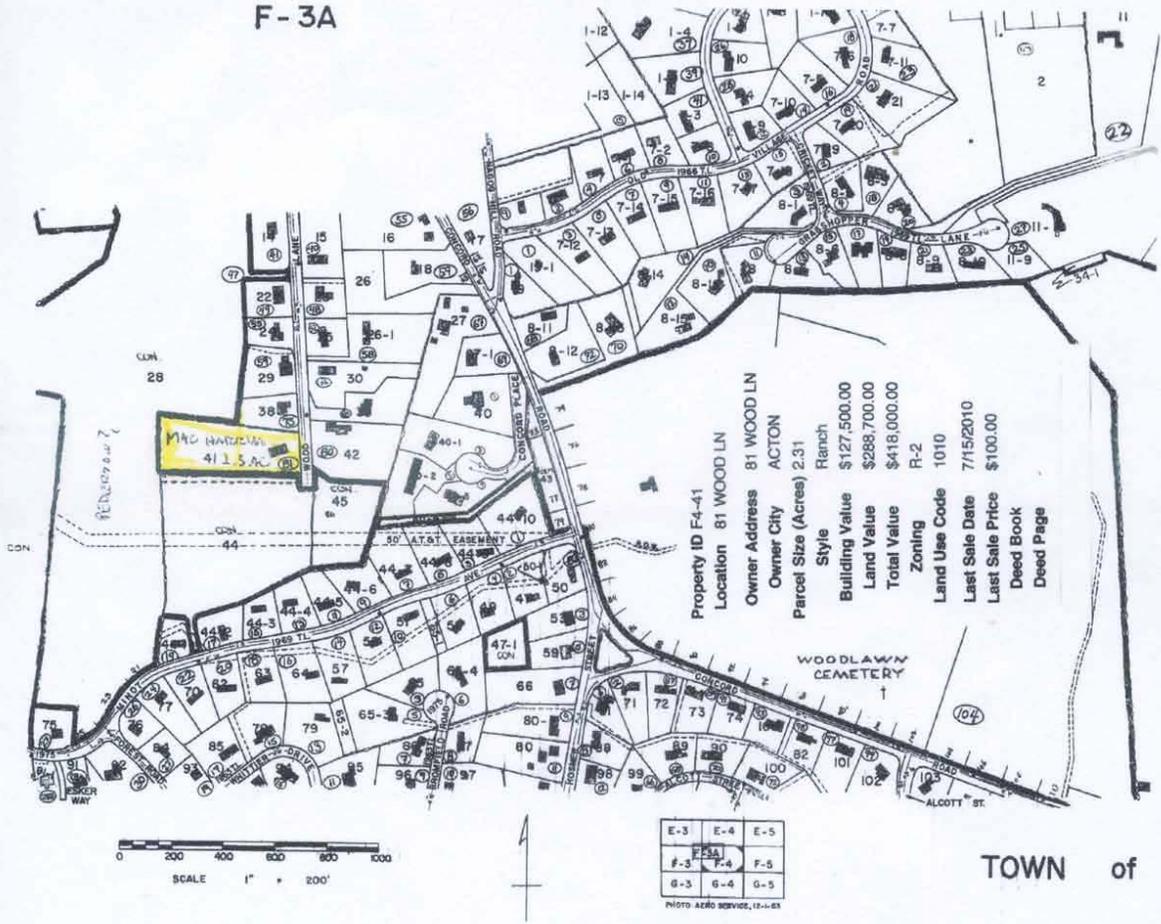
**MAP FOR REFERENCE ONLY
 NOT A LEGAL DOCUMENT**

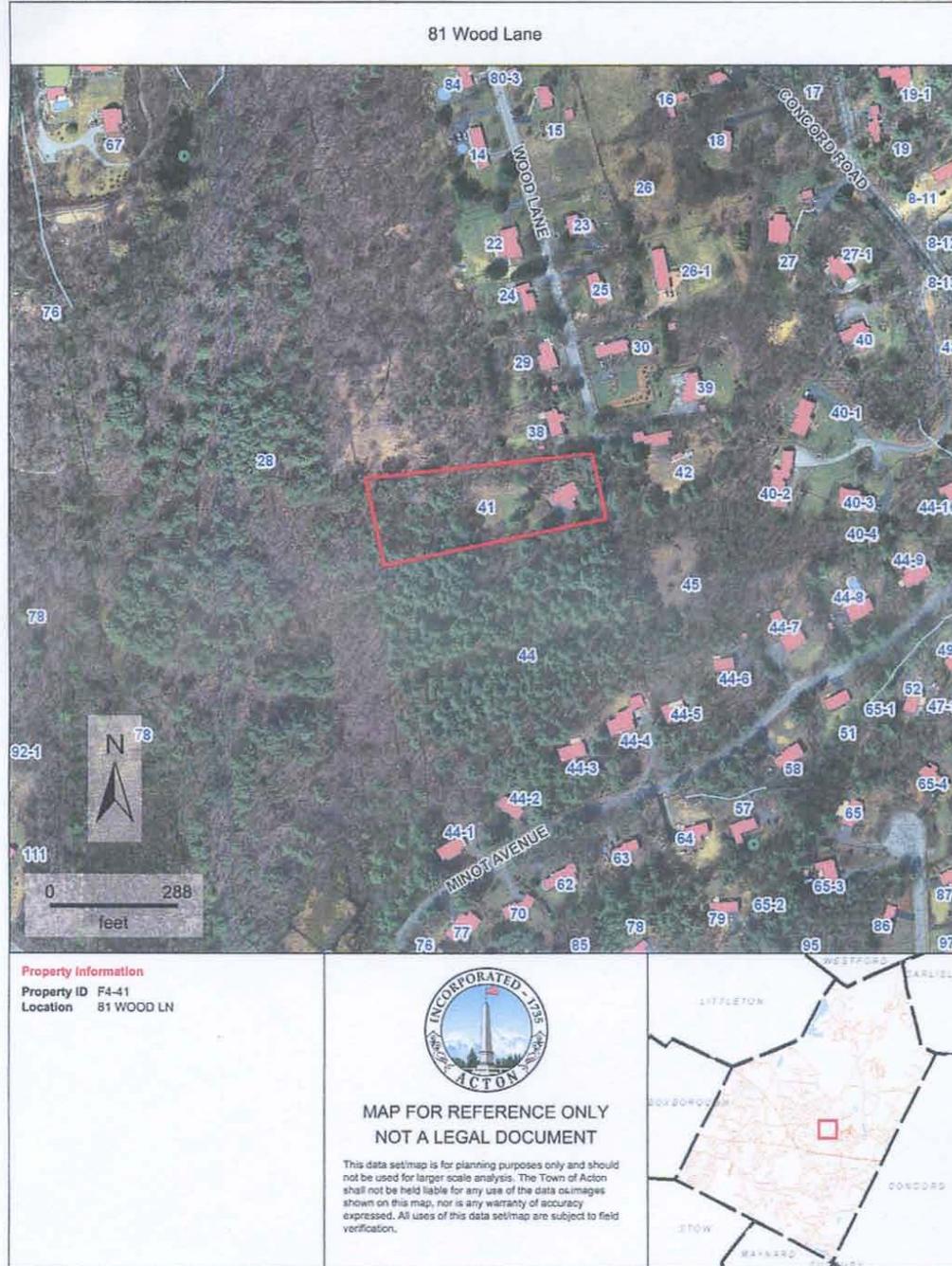
This data set/map is for planning purposes only and should not be used for larger scale analysis. The Town of Acton shall not be held liable for any use of the data or images shown on this map, nor is any warranty of accuracy expressed. All uses of this data set/map are subject to field verification.



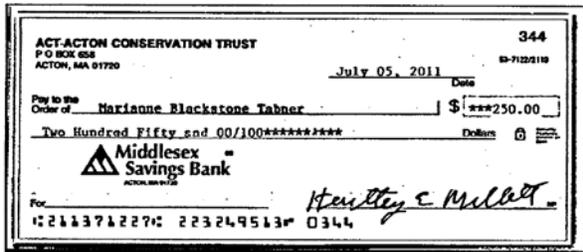


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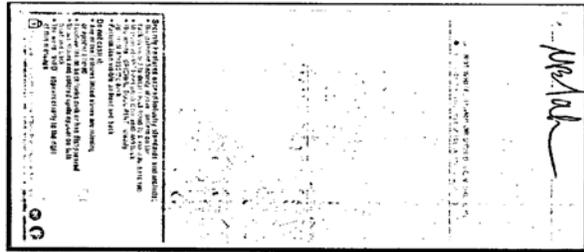


Canceled Check Showing the Acton Conservation Trust's Payment of \$250 to Marianne B. Tabner of Keller Williams Realty for Opinion of Value Letter, 81 Wood Lane, Acton 01720



Check #344 07/14/2011

\$250.00



Check #344 07/14/2011

\$250.00

ATTACHMENT A - SCOPE OF SERVICES
to accompany Professional Services Agreement

Client: Friends of the Acton Arboretum

SUMMARY

Task 1	Boundary Survey	\$2,000.00
Task 2	81-P (ANR) plan	\$1,000.00
Task 3	monument new Lot line	\$450.00
Task 4	Metes & Bounds Description	\$200.00
Task 5	Recoring of ANR (registry of deeds)	\$150.00
	ESTIMATED FEE	\$3,800.00

TASK DESCRIPTIONS

Task 1 - Boundary and Topographic Survey

1. Research at municipal offices and Registry of Deeds; review research products.
2. Field survey to obtain topography, surface features and available boundary monumentation. Establish site datum to NGVD 29.
3. Reconciliation of deeds and plans with field survey data; office calculation of definitive boundary, topographic reduction, and working plot.

Task 2 - 81-X (ANR) Plan

1. Convert exist survey worksheet to Registry/municipal standards for Approval Not Required Endorsment.
2. Submission to the Town of Acton, Planning Board

Task 3 - Monument New lot Line

1. Field Survey to monument, via 2 Drill holes in existing stone wall(s), or Alum. capped Iron Rods if no wall at calculated points, and 1 Alum. capped Iron Rod at mid-point on new lot line.

Task 4 - Metes & Bounds Description

1. Office prepare Metes & Bounds description for use by Client and or their attorney(s) for the conveyance of the newly created lot.

Task 5 - Recording of Plan at the Middlesex County registry of Deeds

1. Preparation and recording of MYLAR at the registry of deeds.

Additional Services not included in Scope:

town fees for anr submittal

CONDITIONS OF PROFESSIONAL SERVICES AGREEMENT

1. Fee Estimates. Professional services Fee Estimates represent the opinion of COMPANY, and are based on our professional experience, judgement and information gathered from CLIENT and others. Fee Estimates do not represent a Quote, Lump Sum, or a Cost-Not-To-Exceed. Where estimated fees are used as the basis for compensation, the Fee charged will be based on actual labor expended plus Reimbursable Expenses necessary to complete the Scope of Services. As such, the Fee charged may be lower or higher than the Fee Estimate. Labor charges will be based on the attached Hourly Rate Schedule.

2. Additional Services. Professional and/or subcontracted services not expressly included in the Scope of Services are not covered by this Agreement and are not included in the Fee. An estimate of fees for additional professional and/or subcontracted services will be furnished to CLIENT once a need for such services is identified.

3. Payment. Accounts are customarily invoiced on a monthly basis. Payment is due upon presentation of invoice and is past due ten (10) days from invoice date. CLIENT agrees to pay a finance charge of 1.5% per month on past due amounts. COMPANY may withhold work products should CLIENT not pay the amount invoiced. COMPANY may, after written notice to CLIENT, suspend services indefinitely, should CLIENT not pay the amount invoiced within thirty (30) days of the date of the invoice. In the event legal services are employed by COMPANY to collect past due amounts, any related costs or expenses, including reasonable attorney's fees, shall be paid by CLIENT. Any objection to an invoice must be made by CLIENT, in writing, within ten (10) days of the mailing date of the invoice, or CLIENT hereby agrees said objection will be waived. Payments to COMPANY shall not be contingent upon financing arrangements or receipt of payment from any third party. Notwithstanding any of the above, payment of all outstanding invoices shall be required prior to release of any plans or other work products by COMPANY.

4. Inclement Weather. Where field work such as land surveying, disposal system inspection, or soil testing is required, every reasonable effort will be made to avoid delays due to inclement weather conditions. However, COMPANY will not be responsible for protracted services and/or down time on site due to inclement weather. Such services/down time will be charged to CLIENT at our standard rates.

5. Information Furnished By CLIENT. CLIENT agrees to disclose to COMPANY project / site information relating to issues such as, but not necessarily limited to, buried waste, hazardous conditions, real property occupation, or unrecorded easements / property agreements. COMPANY shall have the right to rely on the accuracy of such information furnished by CLIENT. CLIENT agrees to indemnify COMPANY and its employees against all claims or liability arising as a result of incomplete or inaccurate information furnished to COMPANY by CLIENT.

6. Standard of Care. COMPANY shall perform its work in a manner consistent with the presently prevailing standard of care and skill ordinarily exercised by members of the profession practicing under similar conditions within this geographic vicinity. No warranty, representation or guarantee, express or implied, is made or intended by this Agreement.

7. Risk Allocation / Limitation of Liability. CLIENT agrees to limit COMPANY liability due to professional negligence, errors or omissions arising out of or relating to services rendered under this Agreement, to the amount of COMPANY'S Fee for services rendered hereunder. This limit applies to all services rendered on this project, whether rendered under this Agreement, addenda thereto, or subsequent agreements.

8. Right of Entry. CLIENT will provide right of entry onto property or properties involved in the project for COMPANY staff, subcontractors and all necessary equipment in order to complete the work.

9. Real Property and Utilities. During prosecution of the work, COMPANY shall take all reasonable precautions to avoid damage to real property or subsurface utilities / structures / systems, and to avoid inconveniencing users of the property. Where excavation is necessary, COMPANY will backfill and rough grade, however, COMPANY shall not be responsible for repairing or replacing any surface/subsurface utilities / structures / systems, trees, shrubs, plants, or sod. It is understood by CLIENT that, in the normal course of work, some damage or inconvenience may occur. CLIENT agrees to indemnify COMPANY and its employees against any such damage or inconvenience that may occur.

10. Recovery of and Closure of Boundary Monumentation. All estimates and/or fee quotes given for survey work assume that COMPANY will be able to recover existing boundary monumentation in the field as shown on record plans, and that such monumentation will be accurately placed and provide acceptable mathematical closure.

11. Ownership of Documents. All plans, specifications, notes, sketches, tracings, calculations, surveys, reports, and other documents, whether on paper, plastic, digital or other media, are instruments of professional service. COMPANY shall retain ownership of, and all common law, statutory, and other reserved rights (including copyright) in, such plans and documents. Such instruments are prepared and intended only for use as an integrated set on the particular project and for the limited purposes specified. Modification or use on other projects of such instruments of service, or copies thereof, shall be at CLIENT'S sole risk. CLIENT shall indemnify COMPANY and its employees against any claim or liability arising out of any such modification or use.

12. Regulatory Agency Fees, Approvals and Permits. CLIENT shall be responsible for payment of all filing, review, testing, inspection, and other fees as may be required by Utility District, Municipal, State, Federal, or other regulatory agencies. These fees are in addition to estimated professional services fees. Submittal of plans and supporting documents to such agencies for their review shall not be construed as a guarantee of approval of such.

13. Construction Services. COMPANY is not responsible for the means, methods, or sequences of construction, nor for the safety of workers or others at the construction site. Construction observation services, when rendered, are neither exhaustive nor continuous, and consist of periodic visits to the project site intended only to determine whether construction is in general conformance with construction contract documents. COMPANY is not responsible for the performance or non-performance of the contractor, or its subcontractors.

14. Services of Legal Counsel. CLIENT shall furnish, at CLIENT'S expense, any legal opinions or services of legal counsel as may become necessary to assist COMPANY in gaining project approvals, and COMPANY shall be entitled to rely upon the accuracy and completeness thereof.

15. Oil and Hazardous Materials. Services provided by COMPANY will not include any testing for oil or hazardous materials on the site of the work, nor any evaluation of site under Massachusetts General Laws, c. 21E. COMPANY will be under no obligation to test for, evaluate, analyze, or disclose the presence on the site of oil or hazardous materials.

16. Governing Law; Severability. This Agreement shall be interpreted and enforced in and according to the laws of the Commonwealth of Massachusetts. In the event that any term, condition, or other provision of this Agreement is held to be unenforceable, the remaining provisions or portions shall remain in place, valid and binding on the parties.

17. Assignment. Neither CLIENT nor COMPANY shall assign its interest in this Agreement without the written consent of the other.

18. Termination. In the event of substantial failure by either party to perform in accordance with the terms hereof, this Agreement may be terminated by the other party upon seven (7) days written notice. In the event of termination by either party, CLIENT will pay COMPANY for services performed up to the termination notice date.

19. Entire Agreement. This Agreement, including attachments incorporated herein by reference, represents the entire agreement and understanding between the parties. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties.

HOURLY RATE SCHEDULE

Labor

<u>Category</u>	<u>Rate Range (\$ per hour)</u>	
	From	To
Principal / PE	\$115.00	\$165.00
Project Manager	\$95.00	\$120.00
Project Engineer	\$75.00	\$100.00
Staff Engineer	\$70.00	\$95.00
Survey Manager	\$110.00	\$130.00
Project Surveyor	\$85.00	\$105.00
Surveyor	\$55.00	\$90.00
Survey Crew (2-pe	\$125.00	\$150.00
Survey Crew (3-pe	\$175.00	\$175.00
Structural Manager	\$90.00	\$125.00
Structural Engineer	\$80.00	\$100.00
Administrative Sup	\$50.00	\$85.00

Fees for professional services are based on hourly rates with time kept to the nearest quarter hour. The hourly rates shown represent an average for the category. Overtime, as specifically requested by Client, is charged at 1.5 times the hourly rate.

NOTE: When COMPANY represents CLIENT at evening / weekend meetings or site walks, rate charged will be 1.25 times the rate stated above. When COMPANY testifies in a deposition, court of law or adjudicatory hearing, expert testimony will be charged at a rate of \$195.00 per hour. All time providing testimony in connection with services performed by

Reimbursable Expenses

Reimbursable expenses such as, but not limited to, subcontracted consultants / contractors, research products, courier services, mail services, photographic, and reprographics are charged at cost plus 20 percent. Mileage charged will be at the current rate. Checks returned by bank are subject to a fee of \$25

6/4/2007

MEMORANDUM

Date: August 4, 2011

To: Acton Conservation Trust

From: Andrew D. Magee

Subject: 81 Wood Lane - Site Walk-Over and Preliminary File Review

The Acton Conservation Trust is proposing to purchase “the back wooded acre at 81 Wood Lane”¹ from the current owner, Mr. Cedric Harring, Jr. (the “Property”). The Property “is surrounded on three sides by the Arboretum. The adjacent Arboretum sections include an open meadow, an old cart path, and an access trail from Wood Lane.”² The fourth side of the Property includes a single family residence and associated appurtenances, including a septic system with a mounded wastewater disposal field. At the request of Jim Snyder-Grant I walked the Property with him and Susan Mitchell-Hardt on June 22, 2011. I subsequently checked several of the Mass GIS data layers for information concerning known releases of hazardous materials at the Property. This memorandum summarizes my observations and findings.

Site Walk-Over. The Property is, as noted above, “wooded.” The overstory includes maple and oak, but is dominated by mature white pines, several of which were 24+ inches in diameter at chest height. The understory includes some shrub vegetation, sapling white pine, and poison ivy. Interestingly, no evidence of apple trees or stumps of dead apple trees were observed that would suggest that the Property had once been planted as an apple orchard. This is in contrast to the open meadow to the north of the Property that includes a number of old apple trees, as do many of both the open and overgrown areas of the Acton Arboretum.

No surface water features or wet areas suggesting groundwater breakout or that might otherwise qualify as local, state or federally protected wetlands were observed on the Property.

¹ Email, Jim Snyder-Grant to Steve Ledoux, “Re: Notes from 6/22 meeting re 81 Wood Lane,” July 26, 2011.

² Ibid.

81 Wood Lane Page 2
Site Walk-Over and Preliminary File Review
August 4, 2011

The site is surrounded on three sides by vertical stone walls in various states of repair. A number of boulders were observed throughout the site suggesting bedrock may be near the surface. This would be in general agreement with maps prepared by the United States Geological Survey (USGS) that identify the surficial geology of the Property as glacial till (ground moraine) with numerous bedrock outcrops located on the immediately adjacent lands.³ An interesting, apparently manmade, mound of cobble and boulders is located near the rear center of the Property.

No trash or other evidence of prior dumping activities was observed on the Property, other than some brush at the back of the property from which this Property is to be sub-divided.⁴

MassGIS review. The following MassGIS datalayers were reviewed for information concerning potential releases of hazardous materials at or adjacent to the Property:

- MassDEP Tier Classified Chapter 21E Sites
- MassDEP Solid Waste Facilities and Landfills
- MassDEP Bureau of Waste Prevention Major Facilities
- MassDEP Oil and/or Hazardous Material Sites with Activity and Use Limitations
- MassGIS Underground Storage Tanks database

None of the above datalayers indicated the presence of any such sites at or immediately adjacent to the Property.

As a side note, it is my understanding that Mr. Snyder-Grant subsequently spoke to the Town of Acton Public Health Director, Mr. Doug Halley, who indicated that the septic system at 81 Wood Lane was constructed in compliance with Title 5 of the State Environmental Code, and that Mr. Halley was not aware of any release of hazardous materials at or proximate to the Property. No evidence of groundwater breakout was observed at the toe of the mounded wastewater disposal system during the above-referenced site walk.

Summary.

A site walkover and a preliminary review of several MassGIS datalayers related to the release of hazardous materials did not reveal any evidence of the release of hazardous materials at the subject Property. The septic system at 81 Wood Lane is presumed to have been constructed in compliance with Title 5.

³ USGS, 1956, "Geology and Mineral Resources of the Hudson and Maynard Quadrangles, Massachusetts,"

Geological Survey Bulletin 1038. The bedrock is mapped as the Nashoba Formation, a light-gray biotiteparagneiss.

4 The line along which the Property is to be sub-divided from the residential portion of 81 Wood Lane had not been determined at the time of this walkover, but was assumed to eventually be located 10 feet or more beyond the septic system trenches associated with the mounded residential wastewater disposal field.



**Gaebel Land Conservation Restriction
Stewardship Endowment Budget**

Fixed Expenses		Hours	Rate	
CR Drafting	\$1,950	30	\$65	Assumes contract s
Baseline Document Preparation	\$1,495	23	\$65	
Legal Review	\$750	5	\$150	
Legal Title	\$500			Insure clear title pri
Additional Survey Costs	\$500			Note: One Addition
CR Recording Fee	\$215			monitoring
Total fixed Expenses	\$5,410			
Recurring Expenses				
Annual Monitoring, and Documentation	\$325	5	\$65	
Annual Legal Defense Insurance Prem.	\$100			Assumes LTA policy
Endowments for Recurring Expenses				
Annual Monitoring Fund	\$6,500.00	Assumes	5%	draw on endowmen
Legal Insurance Fund	\$2,000.00	Assumes	5%	draw on endowmen
Total Endowment	\$8,500.00			
Total Budget Request	\$13,910.00			

GPR Survey
Attachment A
Parcel A

A parcel of land shown as Parcel A off Wood Lane, in the town of Acton, State of Massachusetts in accordance with a plan entitled "Plan of Land in Acton, MA", dated August 22, 2011. Said Plan is recorded at the Middlesex South district registry of Deeds as Plan ____ of 2011.

Said parcel being more fully described as follows:

BEGINNING AT A Drill Hole, set, in the corner of 2 stone walls being the Northwest corner of the parcel, said point being the northeast corner of land now or formerly of the Town of Acton, thence

S 78°38'40" E and 46.63 feet along a stone wall to a point; thence

S 81°06'37" E and 161.27 feet along a stone wall to a point; thence

S 78°12'57" E and 18.13 feet along a stone wall to a point, the last three courses being by land, now or formerly of the Town of Acton; thence

S 07°17'27" W and 189.47 feet by LOT 1, to a point; thence

N 86°39'20" W and 46.37 feet along a stone wall to an Alum. Capped Iron Rod set in the stone wall; thence

N 85°58'09" W and 34.01 feet along a stone wall to a point; thence

N 87°31'29" W and 95.22 feet along a stone wall to a point; thence

N 82°29'10" W and 43.72 feet along a stone wall to a Drill Hole, set in a corner of 2 stone walls; thence

N 05°42'53" E and 113.70 feet along a stone wall to a point; thence

N 04°43'56" E and 42.35 feet along a stone wall to a point; thence

N 05°17'15" E and 55.72 feet along a stone wall to the **POINT OF BEGINNING**, the last seven courses by land now or formerly of the Town of Acton.

CONTAINING: 44,689 square feet or 1.03 acres of land, more or less.

Description prepared by:

GPR, Inc.
39 Main St. – Suite 301 – Ayer, MA 01432

paid 15 Sept 11

MINTZ LEVIN

Jonathan M. Cosco | 617 348 4727 | jmcosco@mintz.com

One Financial Center
Boston, MA 02111
617-542-6000
617-542-2241 fax
www.mintz.com

September 6, 2011
Our File #26242-002

Susan Mitchell-Hardt, President
Acton Conservation Trust
P.O. Box 658
Acton, MA 01720

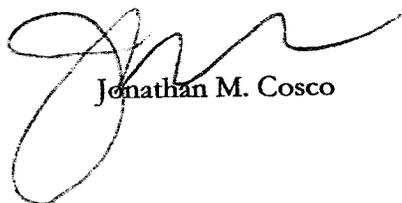
Re: Invoice for Expenses Incurred

Dear Ms. Mitchell-Hardt:

Enclosed please find our invoice for the \$75.00 filing fee with the Registry of Deeds, this was an out-of-pocket cost incurred by the firm in connection with the Conservation Land Acquisition.

Please give me a call if you have any comments or questions regarding the enclosed.

Very truly yours,



Jonathan M. Cosco

JMC:mbs
Enclosure

5493456v.1

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.

BOSTON | WASHINGTON | NEW YORK | STAMFORD | LOS ANGELES | PALO ALTO | SAN DIEGO | LONDON

MINTZ, LEVIN, COHN, FERRIS, GLOVSKY and POPEO, P.C.
One Financial Center
Boston, Massachusetts 02111

ACTON CONSERVATION TRUST

August 30, 2011
26242-002
Invoice # 8596493

FOR EXPENSES INCURRED THROUGH AUGUST 30, 2011

RE: CONSERVATION LAND ACQUISITION

EXPENSES

Filing Fee

75.00

TOTAL EXPENSES: \$

75.00

Project Information:

Boundary, ANR, Monumentation
81 Wood Road
Acton, MA 01720

For professional services rendered for the period July 11, 2011 to September 17, 2011
for the referenced project per signed agreement. INVOICES ARE DUE UPON RECEIPT. Balances outstanding more than 30
days are subject to an interest charge at the rate of 1.5% per month. PAYMENT OF ALL OUTSTANDING INVOICES SHALL
BE REQUIRED PRIOR TO RELEASE OF ANY PLANS OR OTHER WORK PRODUCTS BY COMPANY.

PROFESSIONAL SERVICES

T1-Boundary Survey	1,870.50
T2- 81-P (ANR) Plan	815.00
T3-Monument new lot line	326.00
T4-Metes & Bounds Description	210.00
T5-Recording of ANR at Registry of Deeds	130.50
Total Professional Services	<u>3,352.00</u>

REIMBURSABLE EXPENSES

Commonwealth of Massachusetts – Filing Fee Registry of Deeds	90.00
Mileage, Parking and Tolls for Registry of Deeds Cambridge	30.00
Total Reimbursable Expenses	<u>120.00</u>

Invoice Total	<u>\$3,472.00</u> ✓
Less: Retainer Applied	<u>\$-1,250.00</u> ✓
Total Due	<u><u>\$2,222.00</u></u>

THANK YOU FOR YOUR BUSINESS.