

EPA ENFORCEMENT ACCOUNTS RECEIVABLE CONTROL NUMBER FORM FOR ADMINISTRATIVE ACTIONS

This form was originated by Wanda I. Santiago for Joanna Jerison 2/28/11
Name of Case Attorney Date

in the ORC (RAA) at 918-1113
Office & Mail Code Phone number

Case Docket Number CWA-DI-2010-0014

Site-specific Superfund (SF) Acct. Number _____

This is an original debt This is a modification

Name and address of Person and/or Company/Municipality making the payment:

Crabtree Development, LLC and
R.A. Powell Construction Corp.

Total Dollar Amount of Receivable \$ 27,500 Due Date: 3/11/11

SEP due? Yes No Date Due _____

Installment Method (if applicable)

INSTALLMENTS OF:

- 1ST \$ _____ on _____
- 2nd \$ _____ on _____
- 3rd \$ _____ on _____
- 4th \$ _____ on _____
- 5th \$ _____ on _____

For RHC Tracking Purposes:

Copy of Check Received by RHC _____ Notice Sent to Finance _____

TO BE FILLED OUT BY LOCAL FINANCIAL MANAGEMENT OFFICE:

IFMS Accounts Receivable Control Number _____

If you have any questions call: _____
in the Financial Management Office Phone Number



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION I
ONE CONGRESS STREET SUITE 1100
BOSTON, MASSACHUSETTS 02114-2023

February 11, 2011

Wanda Santiago
Regional Hearing Clerk
U.S. Environmental Protection Agency - Region I
5 Post Office Square
Boston, MA 02109

RECEIVED
FEB 11 2011
EPA ORC WS
Office of Regional Hearing Clerk
BY HAND

Re: In the Matter of: Crabtree Development, LLC, Docket No. CWA-01-2010-0014

Dear Ms. Santiago,

Enclosed for filing, please find a Consent Agreement and Final Order (CAFO) settling the matter referenced above.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read "Joanna Jerison".

Joanna Jerison
Legal Enforcement Manager
EPA Region 1

Enclosure

cc: Richard Roper
Steven Powell

RECEIVED
FEB 11 2010
EPA ORC
Office of Regional Hearing Clerk

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 1**

In the Matter of:)	Docket Number:
)	CWA-01-2010-0014
Crabtree Development, LLC)	
and)	CONSENT AGREEMENT AND
)	FINAL ORDER
R.A. Powell Construction Corp.)	
)	
Respondents.)	

This Consent Agreement and Final Order ("CAFO") is issued under the authority vested in the Administrator of the United States Environmental Protection Agency ("EPA") by Section 309(g) of the Clean Water Act ("CWA"), 33 U.S.C. § 1319(g), in accordance with 40 C.F.R. § 22.18(b) of EPA's "Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation, Termination or Suspension of Permits," 40 C.F.R. Part 22 ("Part 22 Rules").

I. PRELIMINARY STATEMENT

1. EPA initiated this proceeding against the Respondents, pursuant to Section 309(g) of the CWA, 33 U.S.C. § 1319(g), by filing an administrative Complaint against Respondents, Docket No. CWA-01-2010-0014, on June 10, 2010.
2. The complete factual and jurisdictional basis for proposing the assessment of a civil penalty is set forth in the Complaint and is incorporated herein by reference.
3. Pursuant to Section 309(g)(1) of the CWA, 33 U.S.C. § 1319(g)(1), and in accordance with 40 C.F.R. § 22.38(b), the Commonwealth of Massachusetts has been given an opportunity to consult with EPA regarding the assessment of the administrative penalty for CWA violations against Respondents.
4. Section 309(g)(4)(A) of the CWA, 33 U.S.C. 1319(g)(4)(A), provides that, prior to issuing an order assessing a penalty under Section 309(g) of the CWA, 33 U.S.C. § 1319(g), EPA must provide public notice of, and reasonable opportunity to, comment on the proposed issuance of such order. EPA has satisfied this requirement by providing public notice of, and reasonable opportunity to comment on, the proposed penalty on June 15, 2010.

II. CONSENT AGREEMENT

5. Respondents stipulate that EPA has jurisdiction over the subject matter alleged in the Complaint.

6. Respondents waive any defenses they might have as to jurisdiction and venue, and, without admitting or denying the facts and violations alleged in the Complaint, consent to the terms of this CAFO.

Waiver of Rights

7. Respondents hereby waive their right to request a judicial or administrative hearing on any issue of law or fact set forth in the Complaint, and consent to the issuance of the Final Order included with this Consent Agreement without further adjudication.

Penalty

8. Complainant proposes, and Respondents consent to, the assessment of a civil penalty of TWENTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$27,500) plus interest if due pursuant to Paragraph 12 of this CAFO, and performance of the Supplemental Environmental Project ("SEP") described below, for the purpose of settlement of this action.

Payment Terms

The parties have agreed to a settlement on the following terms. In agreeing to the penalty described in Paragraph 8, EPA has taken into account the statutory penalty factors at Section 309(g)(3) of the CWA, 33 U.S.C. § 1319(g)(3).

9. Respondents shall pay the civil penalty set forth in Paragraph 8 of this CAFO no later than 10 calendar days after the final date of this CAFO.
10. Respondents shall make payment by depositing in the United States mail a cashier's or certified check, payable to the order of "Treasurer, United States of America" and referencing the title and docket number of the action ("In the Matter of Crabtree Development, LLC, and R.A. Powell Construction Corp., CWA-01-2010-0014") to:

U. S. Environmental Protection Agency
Fines and Penalties
Cincinnati Finance Center
P.O. Box 979077
St. Louis, MO 63197-9000

The date said check is deposited in the mail shall be considered the date that the payment is made.

11. Respondents shall simultaneously submit copies of the penalty payment check to:

Wanda Santiago
Regional Hearing Clerk
U.S. Environmental Protection Agency, Region I
5 Post Office Square, Suite 100
Mailcode ORA18-1
Boston, MA 02109-3912

and

Joanna B. Jerison
Legal Enforcement Manager
U.S. Environmental Protection Agency, Region I
5 Post Office Square, Suite 100
Mailcode OES04-2
Boston, MA 02109-3912

General Provisions

12. Pursuant to Section 309(g) of the CWA, 33 U.S.C. § 1319(g), a failure by Respondents to pay the penalty assessed by this CAFO in full by the payment due date shall subject Respondents to a civil action to collect the assessed penalty, plus interest at current prevailing rates from the date the penalty was due pursuant to Paragraph 9 of this CAFO. The rate of interest assessed shall be at the rate set forth in 31 C.F.R. § 901.9(d), promulgated under 31 U.S.C. § 3717. Any person who fails to pay on a timely basis the amount of an assessed penalty shall be required to pay in addition to such amount and interest, attorney's fees, costs for collection proceedings, and a quarterly nonpayment penalty for each quarter during which such failure to pay persists. Such nonpayment penalty shall be in an amount equal to 20 percent of the aggregate amount of such person's penalties and nonpayment penalties which are unpaid as of the beginning of such quarter. In any such collection action, the validity, amount, and appropriateness of the penalty shall not be subject to review.

13. The penalty specified in Paragraph 8 above, shall represent civil penalties assessed by EPA and shall not be deductible for purposes of Federal taxes.

14. The provisions of this CAFO shall be binding upon Respondents and their successors or assigns.

15. Except as described in Paragraph 12 above, each party shall bear its own costs and attorneys fees in this proceeding.

16. Respondent Crabtree Development, LLC, through its principal Richard D. Roper ("SEP Respondent"), shall complete the following SEP which the parties agree is intended to secure significant environmental benefits. The SEP consists of preservation of a wetland and upland habitat consisting of approximately 7.62 acres, known as "Parcel H-2" on Snake Hill Road (the "Parcel", which is more particularly described in Attachment 1), by granting the Parcel in fee simple and without encumbrances to the Conservation Commission of the Town of Ayer, Massachusetts or other land preservation entity approved by EPA ("Grantee"). SEP Respondent hereby certifies that it has the authority to convey this parcel in fee simple.

17. SEP Respondent shall, as provided below, convey the Parcel to the Grantee in fee simple and without encumbrances:

a. **Within 14 days of the final date of this CAFO**, SEP Respondent shall submit a proposed deed to EPA for review and approval. Such deed shall be in a form enforceable under Massachusetts law and shall contain use restrictions imposing the following limitations upon the Parcel and the Grantee: (1) All occupation, improvement, use and future development of the Parcel shall be prohibited, except that the Parcel may be used for low-impact outdoor recreation and educational purposes including hiking, observation of animal

and plant life and their habitats, and other forms of outdoor recreational and educational uses which have minimal impact on the natural and scenic character of the Parcel; and also except that the reserved easements described in the draft Quitclaim Deed, attached as part of Attachment 1, for storm water and snow drainage, may be used as described in that deed; and (2) All use of groundwater or surface water on and under the Parcel shall be prohibited.

b. **Within 60 days of SEP Respondent's receipt of EPA's written approval of the deed**, the Parcel shall be conveyed to Grantee in fee simple and without encumbrances, using the deed as approved by EPA. SEP Respondent shall immediately thereafter record such deed with the appropriate registry of deeds. Complainant may at its discretion and for good cause shown agree to an extension of time for conveying the Parcel and recording the deed.

18. Respondents hereby certify that, as of the date of this Consent Agreement, Respondents are not required to perform the SEP by any federal, state or local law or regulation, nor are Respondents required to perform the SEP under any grant or agreement with any governmental or private entity, as injunctive relief in this or any other case, or in compliance with state or local requirements. Respondents further certify that they have not received, and are not presently negotiating to receive, credit in any other enforcement action for the SEP.

19. Respondents hereby agree that any public statement, oral or written, in print, film, or other media, made by Respondent making reference to the SEP shall include the following language: "This project was undertaken in connection with the settlement of an enforcement action taken by the U.S. Environmental Protection Agency for violations of the Clean Water Act."

20. Respondents hereby agree neither to capitalize into inventory or basis nor deduct any costs or expenditures incurred in performing the SEP for purposes of Federal income taxes.

21. SEP Respondent shall submit a SEP Completion Report to EPA within 60 days following the recording of the deed for the SEP. The SEP Completion Report shall contain the following information:

- (i) A description of the SEP as implemented, including a copy of the deed with evidence of the recording of such deed;
- (ii) A description of any implementation problems encountered and the solutions thereto; and
- (iii) Certification that the SEP has been fully implemented pursuant to the provisions of this CAFO.

SEP Respondent shall, by its officers, sign and certify under penalty of law that the information contained in the SEP Completion Report is true, accurate, and not misleading by signing the following statement:

I certify under penalty of law that I have examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am

aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment.

Respondents agree that failure to submit the SEP Completion Report shall be deemed a violation of this CAFO and Respondents shall become liable for stipulated penalties pursuant to Paragraph 23 below.

22. After receipt of the SEP Completion Report described in Paragraph 21 above, EPA will notify the Respondents in writing: (i) that EPA concludes that the SEP has been completed satisfactorily; (ii) that EPA has determined that the project has not been completed satisfactorily and is specifying a reasonable schedule for correction of the SEP or the SEP Completion Report; or (iii) that EPA has determined that the SEP does not comply with the terms of this CAFO and is seeking stipulated penalties in accordance with Paragraph 23 herein. If EPA notifies Respondents pursuant to clause (ii) above that the SEP itself or the SEP Completion Report does not comply with the requirements of this CAFO, Respondents shall make such corrections to the SEP and/or modify the SEP Completion Report in accordance with the schedule specified by EPA. If EPA notifies Respondents pursuant to clause (iii) above that the SEP itself does not comply with the requirements of this CAFO, Respondents shall pay stipulated penalties to EPA in accordance with Paragraph 23 herein.

23. a. In the event that SEP Respondent fails to complete the SEP in accordance with the terms of this CAFO, SEP Respondent shall be liable for a stipulated penalty of Nineteen Thousand Four Hundred dollars (**\$19,400**). In the event that SEP Respondent fails to submit the SEP Completion Report required by

Paragraph 21 above, SEP Respondent shall pay a stipulated penalty in the amount of \$100 for each day after the SEP Completion Report was originally due until the date that the report is submitted.

- b. The determination of whether the SEP has been satisfactorily completed and whether the Respondents have made a good faith, timely effort to implement the SEP shall be in the sole discretion of EPA.
- c. Stipulated penalties shall begin to accrue on the day after performance is due, and shall continue to accrue through the final day of the completion of the activity.
- d. Respondents shall pay stipulated penalties not more than fifteen (15) days after receipt of written demand by EPA for such penalties. Method of payment shall be in accordance with the provisions of Paragraphs 10 and 11 above. Interest and late charges shall be paid as stated in Paragraph 12 herein.

24. Issuance of this CAFO constitutes a full and complete settlement by EPA of all claims for judicial or administrative civil penalties pursuant to Sections 309(d) or (g) of the CWA, 33 U.S.C. §§ 1319(d) or (g), for all past violations of the CWA alleged in the Complaints referenced in Paragraph 1.


25. This CAFO shall not limit the authority of the United States to enforce the underlying substantive legal requirements of this administrative penalty assessment, whether administratively or judicially, pursuant to Sections 309(a), (b), and (c) of the Act, 33 U.S.C. §§ 1319(a), (b), and (c), or Sector 504 of the Act, 33 U.S.C. § 1364.

26. This CAFO does not constitute a waiver, suspension or modification of the requirements of the CWA, 33 U.S.C. §§ 1251 et seq., or any regulations promulgated thereunder.

27. The undersigned representative of Respondents certify that he or she is fully authorized by Respondents to enter into the terms and conditions of this CAFO and legally bind Respondents.

STIPULATED AND AGREED:

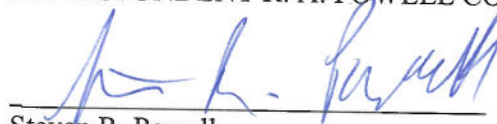
For RESPONDENT CRABTREE DEVELOPMENT, LLC



Richard D. Roper, Manager

1-20-2011
Date

For RESPONDENT R. A. POWELL CONSTRUCTION CORP.



Steven R. Powell

1/14/11
Date

For U.S. ENVIRONMENTAL PROTECTION AGENCY

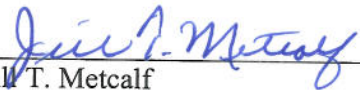
Sam Silverman, acting for
Susan Studlien, Director
Office of Environmental Stewardship
U.S. EPA, Region 1

Date: 2-8-11

FINAL ORDER

28. The foregoing Consent Agreement is hereby approved and incorporated by reference into this Order. The Respondents are hereby ordered to comply with the terms of the above Consent Agreement, which will become final thirty (30) days from the date it is signed by the Regional Judicial Officer .

U.S. ENVIRONMENTAL PROTECTION AGENCY



Jill T. Metcalf
Acting Regional Judicial Officer
U.S. EPA, Region 1

Date: February 9, 2011

**In the Matter of: CRABTREE DEVELOPMENT, LLC, AND R.A. POWELL
CONSTRUCTION CORP.**
Docket No. CWA-01-2010-0014

CERTIFICATE OF SERVICE

I certify that the foregoing CONSENT AGREEMENT AND FINAL ORDER (Docket No. CWA-01-2010-0014) was sent to the following persons, in the manner specified on the date below:

Original and one copy
hand delivered:

Regional Hearing Clerk (RAA)
U.S. EPA, Region I
5 Post Office Square - Suite 100
Mailcode ORA18-1
Boston, MA 02109-3912

Copy, via Certified Mail, Return Receipt
Requested,

Richard D. Roper, Manager
Crabtree Development, LLC
13 Fox Run Drive
Ayer, MA 01432-5523

Copy, via Certified Mail, Return Receipt
Requested,

Steven R. Powell
R.A. Powell Construction Corp.
259 Leominster-Shirley Rd.
Lunenburg, MA 01462-1658

Date: 2/11/11



Joanna Jerison, Legal Enforcement Manager
U.S. Environmental Protection Agency
Region I
5 Post Office Square, Suite 100
Mail Code OES04-2
Boston, MA 02109-3912
tel: (617) 918-1781
E-fax: (617) 918-0781
email: jerison.joanna@epa.gov

QUITCLAIM DEED

B. DUKE POINTER and RICHARD D. ROPER, as Trustees of the RIDGE VIEW REALTY TRUST, a trust established by instrument dated September 25, 2007 and recorded in the Middlesex South District Registry of Deeds in Book 50157, Page 178,

For consideration paid, and in full consideration of nominal consideration as a gift grant to the Inhabitants of the TOWN OF AYER, Middlesex County, Massachusetts, a Municipal Corporation, acting by and through its CONSERVATION COMMISSION (hereinafter the "Grantee") for conservation purposes pursuant to Massachusetts General Laws, Chapter 40, Section 8C, with Quitclaim Covenants the following described parcel of land:

PROPERTY DESCRIPTION

The parcel of land fronting on the easterly side of Snake Hill Road in Ayer, Massachusetts and shown as **Parcel "H-2"** on a plan entitled, "Plan of Land in Ayer, Mass., prepared for Crabtree Development, LLC," dated January 2011, and being Plan No. L-11545 by David E. Ross Associates Inc., endorsed by the Ayer Planning Board on February 2011, and recorded in the Middlesex Southern District Registry of Deeds as Plan No. of 2011. Said **Parcel "H-2"** is further bounded and described as follows:

LOCATION OF PROPERTY: Easterly Side of Snake Hill Road, Ayer

- Beginning at the most westerly corner thereof at a point in the easterly sideline on Snake Hill Road and at land currently of Ridge View Realty Trust;
- Thence North 05° 41' 47" East forty one and 45/100 (41.45') feet beside Snake Hill Road to a corner at Parcel "H-1" on said plan;
- Thence North 84° 10' 58" East one hundred five and 41/100 (105.41') feet beside said Parcel "H-1" to a corner;
- Thence North 06° 46' 36" West forty and 01/100 (40.01') feet beside said Parcel "H-1" to a corner;
- Thence North 83° 12' 04" East two hundred fifty nine and 04/100 (259.04') feet beside said Parcel "H-1" to a corner;
- Thence North 06° 47' 56" West one hundred fourteen and 00/100 (114.00') feet beside said Parcel "H-1" to a corner at land currently of the Boston & Maine Railroad;
- Thence North 83° 12' 04" East seven hundred ninety four and 37/100 (794.37') feet beside said Boston & Maine land to a corner at land currently of Matheson Family Trust;

- Thence South 04° 12' 10" West two hundred one and 65/100 (201.65') feet beside said Matheson land to a point at a stone wall witnessed by a drill hole;
- Thence South 04° 12' 10" West two hundred fifty six and 55/100 (256.55') feet along said wall beside said Matheson land to a corner at land currently of Ridge View Realty Trust;
- Thence North 85° 31' 16" West six hundred ten and 24/100 (610.24') feet beside said Ridge View land and beside land currently of Miguel A. Fan and Eva Nga Lam Mak and land currently of George N. and Maureen E. Lafortune to a corner at land currently of Andrew L. Crick and Tammy R. Vigil;
- Thence North 80° 50' 39" West five hundred one and 19/100 (501.19') feet beside said Crick and Vigil land and beside land currently of Stephen and Heather Pond and land currently of Ridge View Realty Trust to the place of beginning.

Containing according to said plan, approximately **7.62 Acres.**

Being part of the land that Ayer Development Company, Inc. conveyed to Ridge View Realty Trust by the Deed dated 21 August 2009, recorded in said Registry of Deeds in Book 53432, Page 250.

SUBJECT TO¹

The land conveyed by this deed is subject to the hereby reserved following easement for the benefit of the Pingry Hill Homeowners Trust, said easement to become an appurtenance of Parcel "H-2" and pass with Parcel "H-2":

The nonexclusive perpetual right and easement hereby granted to maintain and discharge run off storm water and snow melt into the existing storm water basin in the below described area within Parcel "H-2"; to flow storm water and snow melt through the drain lines that serve the basin; to maintain and replace the drain lines, in such area; and to construct a wetland replication area. Said area is located at the southeasterly corner of Parcel "H-2"; is identified as "Proposed Drainage Easement" on Plan No. 164-14 of 2005 recorded in said Registry; and is bounded and described as follows:

Beginning at the northeasterly corner thereof at a point along the stone wall in the common boundary line between Parcel "H-2" and said Matheson;

¹ Note to Title Examiners: This Deed intentionally does not grant the "Prop. Slope Easements" shown on Registry Plan No. 164-2 of 2005 since the construction for which such easements were going to be reserved has been relocated. Parcel "H-2" is NOT subject to said easements.

Thence South 04° 12' 10" West one hundred ninety two and 57/100 (192.57') feet along said wall beside said Matheson land to a corner at land currently of Ridge View Realty Trust;

Thence North 85° 31' 16" West four hundred three and 24/100 (403.24') feet beside said Ridge View land and beside land currently of Miguel A. Fan and Eva Nga Lam Mak to a corner at land currently of George N. and Maureen E. Lafortune;

Thence North 24° 32' 16" East two hundred five and 00/100 (205.00') feet to a corner;

Thence South 85° 31' 16" East three hundred thirty-two and 00/100 (332.00') feet to the place of beginning.

SUBJECT TO

The land conveyed by this deed is subject to the hereby reserved following easements for the benefit of the Inhabitants of the Town of Ayer, said easements to become appurtenances of Parcel "H-2" and pass with Parcel "H-2":

1. The nonexclusive perpetual right and easement hereby granted to maintain and discharge run off storm water and snow melt into storm water basins in the below described area within Parcel "H-2"; to flow storm water and snow melt through the drain lines that serve the basins, and to maintain and replace the drain lines, in such area. Said area is located at the southwesterly corner of Parcel "H-2"; is identified as a portion of "Prop. Drainage Easement" on Plan No. 164-14 of 2005 recorded in said Registry; and is bounded and described as follows:

Beginning at the most westerly corner thereof at a point in the easterly sideline on Snake Hill Road and at land currently of said Ridge View;

Thence North 05° 41' 47" East forty one and 45/100 (41.45') feet beside Snake Hill Road to a corner at said Parcel "H-1";

Thence North 84° 10' 58" East one hundred five and 41/100 (105.41') feet beside said Parcel "H-1" to a corner;

Thence North 06° 46' 36" West fifteen and 01/100 (15.01') feet beside said Parcel "H-1" to a corner;

Thence North 83° 12' 04" East three hundred nineteen and 05/100 (319.05') feet to a corner;

Thence North 06° 47' 56" West one hundred thirty nine and 00/100 (139.00') feet to a corner at said Boston & Maine land;

Thence North 83° 12' 04" East eighty and 00/100 (80.00') feet beside said Boston & Maine land to a corner;

Thence South 06° 47' 56" East two hundred sixteen and 03/100 (216.03') feet to a corner;

Thence South 83° 12' 04" West four hundred thirty one and 69/100 (431.69') feet to a corner at land of said Ridge View;

Thence North 80° 50' 39" West eighty five and 00/100 (85.00') feet beside said Ridge View land to the place of beginning.

2. The nonexclusive perpetual right and easement hereby granted to maintain and discharge run off storm water and snow melt into storm water basins in the below described area within Parcel "H-2"; to flow storm water and snow melt through the drain lines that serve the basins, and to maintain and replace the drain lines, in such area. Said area is located northwesterly of and adjacent to the last described easement; is identified as a portion of "Proposed Drainage Easement" on Plan No. 58 of 2009 recorded in said Registry; and is bounded and described as follows:

Beginning at the most northeasterly corner thereof at a point in the common boundary line between Parcel "H-2" and said Boston & Maine;

Thence South 06° 47' 56" East one hundred thirty nine and 00/100 (139.00') feet to a corner;

Thence South 83° 12' 04" West three hundred nineteen and 05/100 (319.05') feet to a corner at said Parcel "H-1";

Thence North 06° 46' 36" West twenty five and 00/100 (25.00') feet beside said Parcel "H-1" to a corner;

Thence North 83° 12' 04" East two hundred fifty nine and 04/100 (259.04') feet beside said Parcel "H-1" to a corner;

Thence North 06° 47' 56" West one hundred fourteen and 00/100 (114.00') feet beside said Parcel "H-1" to a corner at said Boston & Maine land;

Thence North 83° 12' 04" East sixty and 00/100 (60.00') feet beside said Boston & Maine land to the place of beginning.

SUBJECT TO

The land conveyed by this deed is subject to the following use restrictions:

1. All occupation, improvement, use and future development of Parcel "H-2" shall be prohibited, except that Parcel "H-2" may be used for low-impact outdoor recreation and educational purposes including hiking, observation of animal and plant life and their habitats, and other forms of outdoor recreational and educational uses which have minimal impact on the natural and scenic character of Parcel "H-2"; and also except that the reserved easements described herein for storm water and snow drainage, may be used as described herein; and
2. All use of the groundwater or surface water on and under Parcel "H-2" shall be prohibited.

IN WITNESS whereof, this _____ day of _____, 2011.

RIDGE VIEW REALTY TRUST

By: B. DUKE POINTER, Trustee

By: RICHARD D. ROPER, Trustee

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this _____ day of _____, 2011, before me, the undersigned notary public, personally appeared B. DUKE POINTER, Trustee proved to me through satisfactory evidence of identification, which was driver's license (source of identification) to be the person whose name is signed on the preceding/attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this _____ day of _____, 2011, before me, the undersigned notary public, personally appeared RICHARD D. ROPER, Trustee proved to me through satisfactory evidence of identification, which was driver's license (source of identification) to be the person whose name is signed on the preceding/attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public

My Commission Expires:

ACCEPTANCE OF DEED

The foregoing Deed from B. Duke Pointer and Richard D. Roper, as Trustees of the Ridge View Realty Trust, is hereby accepted by the Town of Ayer acting by and through its Conservation Commission, for conservation purposes under G.L. c.40, §8C.

TOWN OF AYER CONSERVATION COMMISSION

By: WILLIAM DANIELS, Chairman

By: DAVID BODURTHA, Vice Chairman

By: JESSICA GUGINO, Clerk

By: GEORGE BACON, Member

By: TAKASHI TADA, Member

APPROVAL OF DEED

We, the undersigned, being a majority of the Board of Selectmen of the Town of Ayer, hereby join in this deed for the purpose of evidencing its approval by said Selectmen.

TOWN OF AYER BOARD OF SELECTMEN

By: JAMES M. FAY, Chairman

By: CAROLYN L. MCCREARY, Member

By: GARY J. LUCA, Member

By: FRANK MAXANT, Member

COMMONWEALTH OF MASSACHUSETTS

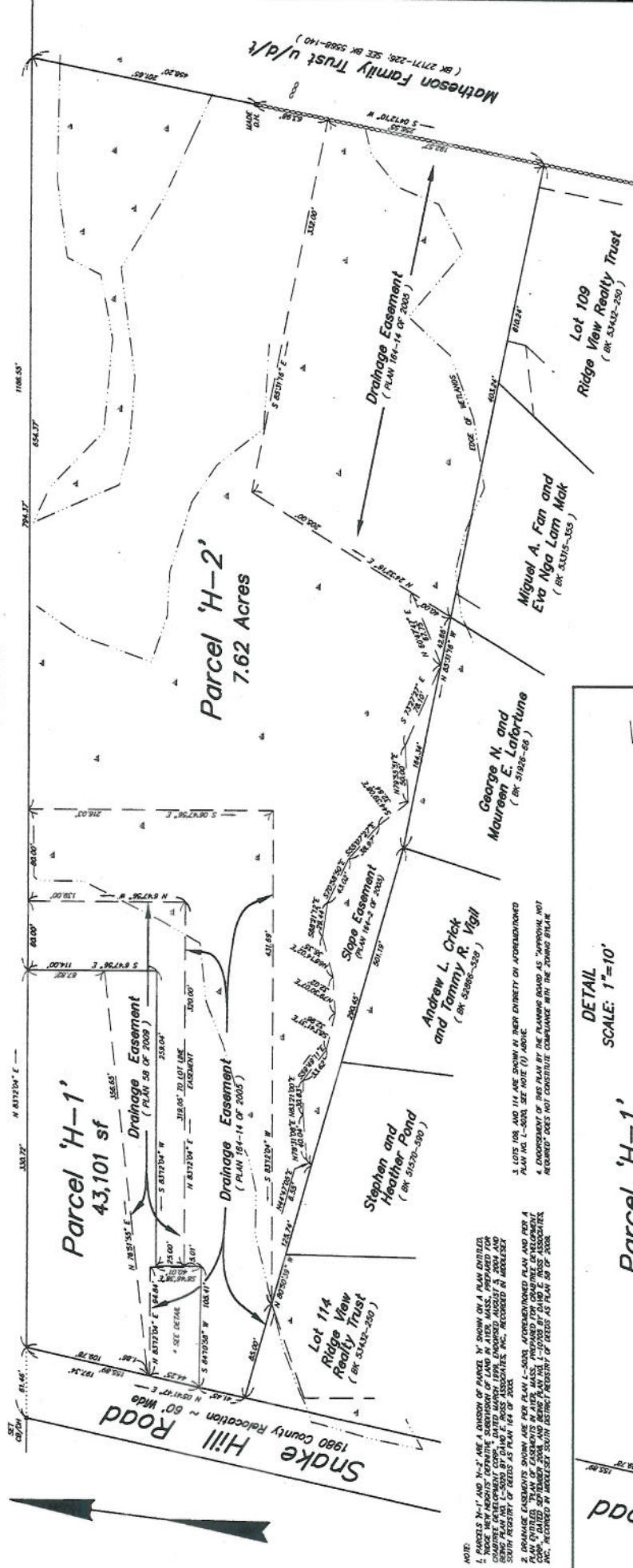
Middlesex, ss.

On this _____ day of _____, 2011, before me, the undersigned notary public, personally appeared WILLIAM DANIELS, proved to me through satisfactory evidence of identification, which was driver's license (source of identification) to be the person whose name is signed on the preceding/attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

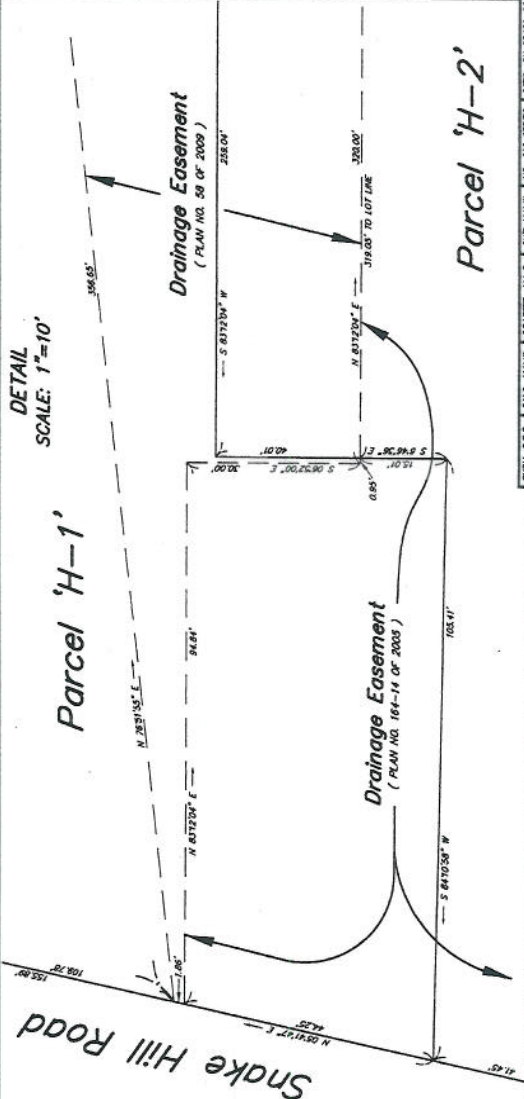
Notary Public

My Commission Expires:

Boston and Maine Railroad



NOTE:
 1. LOTS 108, 109 AND 114 ARE SHOWN IN RED CURRENTLY ON APPROVED RECORD PLAN NO. L-3003. SEE NOTE (1) ABOVE.
 2. DRAINAGE EASEMENTS SHOWN ARE PER PLAN L-3003 APPROVED/RECORDED PLAN AND PER A PLAN DATED 07/20/05 IN AYER, MASS. PREPARED FOR CRABTREE DEVELOPMENT, INC. RECORDED IN WAREHOUSES SOUTH DISTRICT RECORDS AS PLAN 50 OF 2005.
 3. DRAINAGE EASEMENTS SHOWN ARE PER PLAN L-3003 APPROVED/RECORDED PLAN AND PER A PLAN DATED 07/20/05 IN AYER, MASS. PREPARED FOR CRABTREE DEVELOPMENT, INC. RECORDED IN WAREHOUSES SOUTH DISTRICT RECORDS AS PLAN 50 OF 2005.
 4. DISCREPANCY OF THIS PLAN BY THE PLANNING BOARD AS APPROVED/RECORDED DOES NOT CONSTITUTE COMPLIANCE WITH THE ZONING BYLAW REQUIRED.



FOR REISTRY USE ONLY

1"=40'

0 20 40 60 80 100 120
 FEET

0 5 10 15 20 25 30 35
 METERS

COURTNEY MAY THE PLAN
 AND REVISIONS OF THE
 RECORDS OF RECORDS

1/14/11
 DATE

SUBJECT

OWNER
 Ridge View Realty Trust
 P.O. Box 863
 Ayer, MA 01432-0863

APPLICANT
 Crabtree Development, LLC
 P.O. Box 863
 Ayer, MA 01432-0863

ZONING DISTRICT: LIGHT INDUSTRIAL

PLAN OF LAND IN
 Ayer, Mass.
 PREPARED FOR
 Crabtree Development, LLC

David E. Ross Associates, Inc.
 CIVIL ENGINEERS - LAND SURVEYORS
 ENVIRONMENTAL CONSULTANTS
 P.O. BOX 368-111 FITZBURGH RD.-AYER, MASS. 01432
 (TEL. NO. 978-772-6232)

JANUARY 2011

SCALE: 1" = 40'

SHEET 1 OF 1 PLAN NO. L-11945

APPROVAL UNDER SUBROVISION CONTROL LAW NOT REQUIRED.

C 41 S 87-P

DATE:

SUBJECT TO ORDINANCE DATED: AUGUST 1, 2007

