Appendix B – CPA Final Application Form

[CPC Use Only]	Date Received: 11.12.26	Received By: M. Moore	Assigned CPC #: 2028- 01

This form may be copied. Please type or print clearly, answer all questions, use "N/A" if not applicable. Use additional paper as needed.

1-A Applicant Information

Last Name: Paul	First Name: Funch
Organization(s)(as appropriate) Groton Trails Committee	

1-B Regional Project? YES ☐ NO ■ | If YES, Town/Organization: n/a

2 Submission Date: 12 November 2026

3 Applicant Address

Street: 92 Reedy Meadow Road	City: Groton	State: MA	Zip: 01450

4 Phone: 978-302-9854 | Email: pfunch@verizon.net

5 CPA Purpose (Check all that apply)

Affordable Housing: ☐	Community Housing: ☐	Historic Preservation: ☐
Open Space: ☐	Recreation: ■	

As per MA General Law Chapter 44B, proposed historic projects that are not on the structures listed on the state's Registry of Historic Places require a determination by the Groton Historic Commission that the proposed project is of historic significance.

6 Town Committee or Boards Participating: Groton Trails Committee

7 Project Address/Property Owner's Name: Ice Line Trail / Chris Shattuck

8 Project Name: Ice Line Accessible Ramp

9 Additional Responsible Parties (If applicable)

Role (specify)	Name	Address	Phone	Email
Property/Site Owner	Chris Shattuck	134 Maple Ave, Groton, MA		
Project Manager	Bruce H. Easom	435 Martins Pond Rd, Groton, MA	978-758-4380	bruce@easomcorp.com
Lead Architect	TBD	n/a	n/a	n/a
Project Contractor	None	n/a	n/a	n/a
Project Consultants	Nitsch Engineering			
Other:	n/a	n/a	n/a	n/a
Other:	n/a	n/a	n/a	n/a

10 As appropriate, indicate if proposal requires:

P&S Agreement: ☐ Deed: ■ Option Agreement: ☐ Memorandum of Understanding: ☐

Other: ☐ Describe:

11-A Assessor Info (Map/Block/Lot ID(s)): 104-32 and 213-66

11-B Tax Classification Type: Open Space and Open Space

12 Permits required:

Zoning: ☐ Historic Preservation: ☐ Other: ■ RDA from Conservation Commission

13 Historic Commission Approval Signoff (When Required): n/a Date: n/a

14-A Project Cost: $ 69,230.00 Estimate: ■ Professional Quote: ☐

14-B Requested from CPC: $ 69,230.00 **14-C** Committed from OTHER Source: $ 0.00 for now

If applicable:

Annual Anticipated Total Income: $ 0

Annual Anticipated Total Expense: $ 0

Anticipated Net Income (Loss): $ 0

Name of Estimator/Company: Matthew J. Soltys / Nitsch Engineering

15 CCP Objectives - Use CODES from Section 5 to indicate all that apply

OSRP 5.4 - Update facilities to improve accessibility for people with disabilities.

16 Project Timelines

Proposed State Date:	Projected Complete Date:
24 Dec 2026	15 Sep 2027

17 Estimated Delivery Date of Completion Report to CPC: 1 October 2027

18 Project Description and Explanation (Attach Additional Sheets as Needed)

This project will fund the design of a ramp at the intersection of Hill Road and the Ice Line Trail in West Groton so that people with disabilities can easily access the trail from Hill Road. Currently there is a steep 9-foot drop from Hill Road down to the rail trail making the trail inaccessable to many people with mobility issues. The design will also include a pedestrian crossing of Hill Road so that pedestrians, equestrians and bicyclists can safely cross Hill Road to get to the sidewalk on Spencer Circle.

The Ice Line Trail is on Assessor's Parcel 104-32 and is about 60 feet wide. The Groton Conservation Commission holds a 12-foot wide public trail easement that extends 6 feet to both sides of the parcel centerline. The final design will need be approved by Robert Shattuck, the Groton Conservation Commission, the Groton Trails Commitee, the Groton Public Works Director and the Town Manager.

Before 1 February 2027, a MassTrails grant application will be submitted to the Massachusetts Executive Office of Energy and Environmental Affairs (EOEEA) that, if awarded, will fund 80 percent of the project design costs with the remaining 20 percent to be funded with Groton Community Preservation Act funds being requested here. If the MassTrails grant is not received, then the Groton CPA would fund 100 percent of the design cost.

Continued on Page 5.

19 Feasibility

The proposed project is feasable because similar accessible trails have been designed and built in other locations in the Town of Groton.

20 List of Attachments

1. Cost estimate for ramp design and construction including pedestrian crossing of Hill Road
2. Public trail access easement deed
3. Public trail access easement plan
4. Land owners deed
5. Letter of support from the land owner and easement holder
6. Other letters of support

21 Additional Information

Nitsch Engineering is in the process of preparing a cost estimate for design of the accessible ramp and the pedistrian crossing of Hill Road. The cost estimate will be added to this application before the final submission date of 4 February 2027.

Letters of support will be added to this application before the final submission deadline of 4 February 2027.

22 Management Plan

The project will be managed by Bruce H. Easom in consultation with the Groton Trails Committee.

23 Signature

Applicant Signature: Paul G. Evans	Date: 11/12/26
Co-Applicant Signature:	Date:
Co-Applicant Signature: n/a	Date: n/a

Continued from Page 3

Project Management Plan

The project will be managed for the Groton Trails Committee by Bruce H. Easom. Bruce will work to keep the project on schedule and on budget while accomplishing tasks 1.01 through 1.12 shown on the project Gantt chart on page 6. Some of the tasks including number 1.10 are directed toward the construction phase of the project but need to be accomplished before the end of the design phase in order to be able to enter the follow-on construction phase without a delay between phases. Bruce has experience writing and winning recreational trails grants. Bruce designed the 60-foot long equestrian and pedestrian bridge on Gibbet Hill in 2020 and supervised its construction funded by a $12,000 DCR recreational trails grant. On that project, construction was done by the Groton Trails Committee volunteers.

It is expected that the contract for the ramp will need to go out to bid which is scheduled for June 2027. Bruce will work with the Town Manager to prepare the bid package in accordance with Massachusetts Municipal Procurement requirements.

Project Budget

The project has two main cost items. They are the cost of preparing the request for quotes for the design work and for paying the design company awarded the contract. The current working budget is as follows.

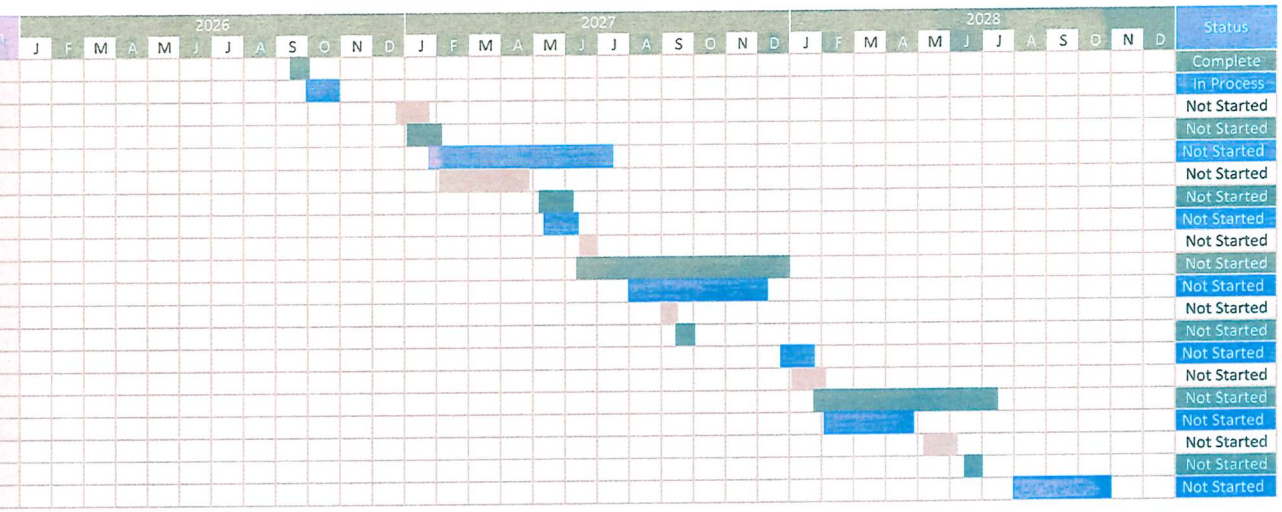
Request for quotation preparation including any needed legal review	$ 200
Design services from company awarded contract (preliminary)	$60,000
Project contingency (15%)	$ 9,030
Total estimated project cost	$69,230

Matthew J. Soltys of Nitsch Engineering is preparing a detailed cost estimate of the design services and that cost will be updated on this application before the final submission date of 4 February 2027.

If the Trails Committee receives an award from the state's Recreational Trail Grant Program then the town would expect to receive a $55,244 reimbursement at the end of the design phase of the project to offset the design cost.

Figure 1: Project Gantt Chart

Task ID	Task Name	Start	End	Duration	Status
1.01	CPA Project Eligibility Form	15-Sep-26	1-Oct-26	2 wks	Complete
1.02	Design cost estimate	30-Sep-26	30-Oct-26	1 mo	In Process
1.03	MassTrails design grant	24-Dec-26	24-Jan-27	1 mo	Not Started
1.04	CPA application for design	4-Jan-27	4-Feb-27	1 mo	Not Started
1.05	MassTrails application review	25-Jan-27	15-Jul-27	5.5 mo	Not Started
1.06	CPC review & TM approval	4-Feb-27	26-Apr-27	11 wks	Not Started
1.07	Prepare design bid docs	7-May-27	7-Jun-27	1 mo	Not Started
1.08	Prepared ADA grant application	12-May-27	12-Jun-27	1 mo	Not Started
1.09	Review bids & award design	15-Jun-27	30-Jun-27	2 wks	Not Started
1.10	ADA construction grant review	12-Jun-27	31-Dec-27	6.7 mo	Not Started
1.11	Ramp and crossing design work	1-Aug-27	10-Dec-27	4.4 mo	Not Started
1.12	Design review preparation	1-Sep-27	15-Sep-27	2 wks	Not Started
2.01	CPA Project Eligibility Form	15-Sep-27	1-Oct-27	2 wks	Not Started
2.02	MassTrails construction grant	24-Dec-27	24-Jan-28	1 mo	Not Started
2.03	CPA application for construction	4-Jan-28	4-Feb-28	1 mo	Not Started
2.04	MassTrails application review	25-Jan-28	15-Jul-28	5.5 mo	Not Started
2.05	CPC review & TM approval	4-Feb-28	26-Apr-28	11 wks	Not Started
2.06	Prepare construction bid docs	7-May-28	7-Jun-28	1 mo	Not Started
2.07	Review bids & award construction	15-Jun-28	30-Jun-28	2 wks	Not Started
2.08	Ramp and crossing construction	1-Aug-28	31-Oct-28	3 mo	Not Started



Negotiations with the Landowner

The land proposed for the accessible ramp is located on land owned by Chris Shattuck and is identified as parcel 104-32 on Groton Assessor's maps. The Shattuck deed is shown on page 14. In discussions with Mr. Shattuck, he has indicated that he would like the problem of trail users trespassing on his access road near Fitch's Bridge at the north end of the rail line addressed. As shown on the Town of Groton Easement on page 24 the access to the northern end of the trail from Fitch's Bridge is along the western edge of his parcel 213-66. Instead of this easement, trail users have been walking on Mr. Shattuck's access road. As part of this project, volunteers will be upgrading this portion of the easement by removing vegetation, smoothing the easement surface and installing a pedestrian bridge across a small stream. It is unlikely Mr. Shattuck will provide a letter of support until the details of that work have been laid out to his satisfaction.

Comments on CPA Proposal Eligibility application

1. The CPA Proposal Eligibility Form for this proposed project was submitted before the CPA Preliminary Proposal submission deadline of 4:00 p.m. on 1 October 2026
2. This proposed project complies with the CPA Allowable Spending Chart under the Recreation category. Specifically, this project will CREATE recreational opportunities for people with mobility issues by providing easy access to a 1.1 mile trail along a section of right-of-way of the former Brookline and Pepperell Railroad. There already exists a 12-foot wide public easement on the rail line there but a steep embankment at its southern end makes it inaccessible by wheelchair.

Comments on CPA Project Application Form Criteria

1. This application is being submitted on the required "CPA Project Application Form"
2. This application was submitted before the deadline of 4:00 p.m. on 12 November 2026
3. This proposed project complies with the CPA Allowable Spending Chart under the Recreation category. Specifically, this project will CREATE recreational opportunities for people with mobility issues by providing easy access to a 1.1 mile trail along a section of right-of-way of the former Brookline and Pepperell Railroad. There already exists a 12-foot wide public easement on the rail line there but a steep embankment at its southern end makes it inaccessible by wheelchair.
4. This project is not an Historic Preservation project so it does not need written approval from the Groton Historical Commission
5. The Groton Trails Committee has (or will soon have) control of the sight through letters of support from the Groton Conservation Commission, holder of the easement, and Chris Shattuck, the landowner
6. This application contains a detailed management plan including a project schedule Gantt chart showing the tasks and milestones needed to complete this design phase of the project and the additional phases for a future construction phase as well

7. While the Trails Committee is in the process of writing a MassTrails Grant application to fund 80 percent of the design cost, at this time it is not known if this project will be awarded a grant of non-CPA funding so no statement of commitment can be submitted at this time.

Comments Related to Project Scoring

1. Goals laid out in Town planning documents: This proposed project meets the goal of "Update facilities to improve accessibility for people with disabilities" which is listed as Objective Number 5.4 in "Section 9: Seven-Year Action Plan" of the current Open Space and Recreation Plan. A specific action listed under this objective is "Identify additional areas to provide accessible trails, picnic areas, and recreational opportunities that can be used by people with disabilities." It also lists CPA as a potential source of funding to accomplish this listed goal.
2. Funding Sources: While a MassTrails Grant application to fund 80 percent of this design project is in process, the submission deadline for that grant is 24 January 2027 and the expected award announcement date is 15 July 2027 which is after the submission deadline for this application of 4 February 2027.
3. Overall project importance: Other than the John Tinker Trail and the Marion Stoddard trail located in the Department of Conservation and Recreation's J. Harry Rich State Forest, there are no other natural trails in Groton available to people with mobility issues. This is less than one mile out of about 120 miles of trails in the town. That is about 0.8% of available trails. The town's goal of building accessible trails needs action.
4. Degree of urgency: The Trails Committee and others have known that the area proposed for the ramp has represented a safety issue for trail users and specifically for equestrian users for a long time. The 9-foot height difference between the railroad right-of-way and Hill Road creates poor sight lines for trail users exiting onto Hill Road. The proposed ramp, landing and crosswalk will improve safety for all trail users.
5. Level of risk: As this phase of the work only involves project engineering and design, the risk is very low that this project could go off the rails. In the later construction phase of the project risks will be elevated just due to the nature of the work of putting a ramp on a 12-foot wide trail easement.
6. Applicant active in process: The project manager, Bruce H. Easom, has attended all CPC meetings and is expected to attend future CPC meetings and report on the project application process in addition to his responsibilities as the Conservation Commission's representative to the Community Preservation Committee.

Project Area Maps

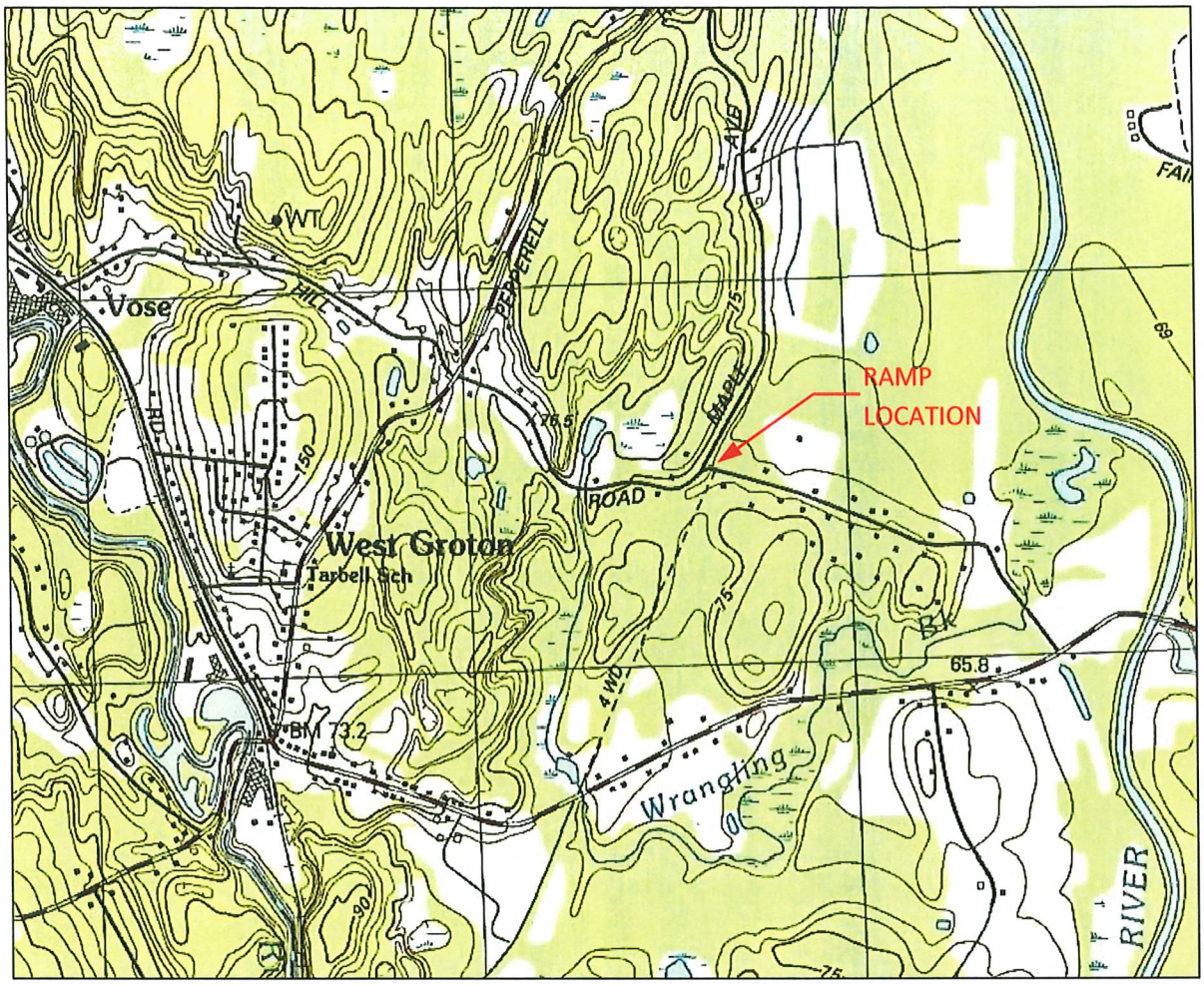


Figure 2: Portion of 1990 USGS Topographic Map Showing Location of Proposed Accessible Ramp

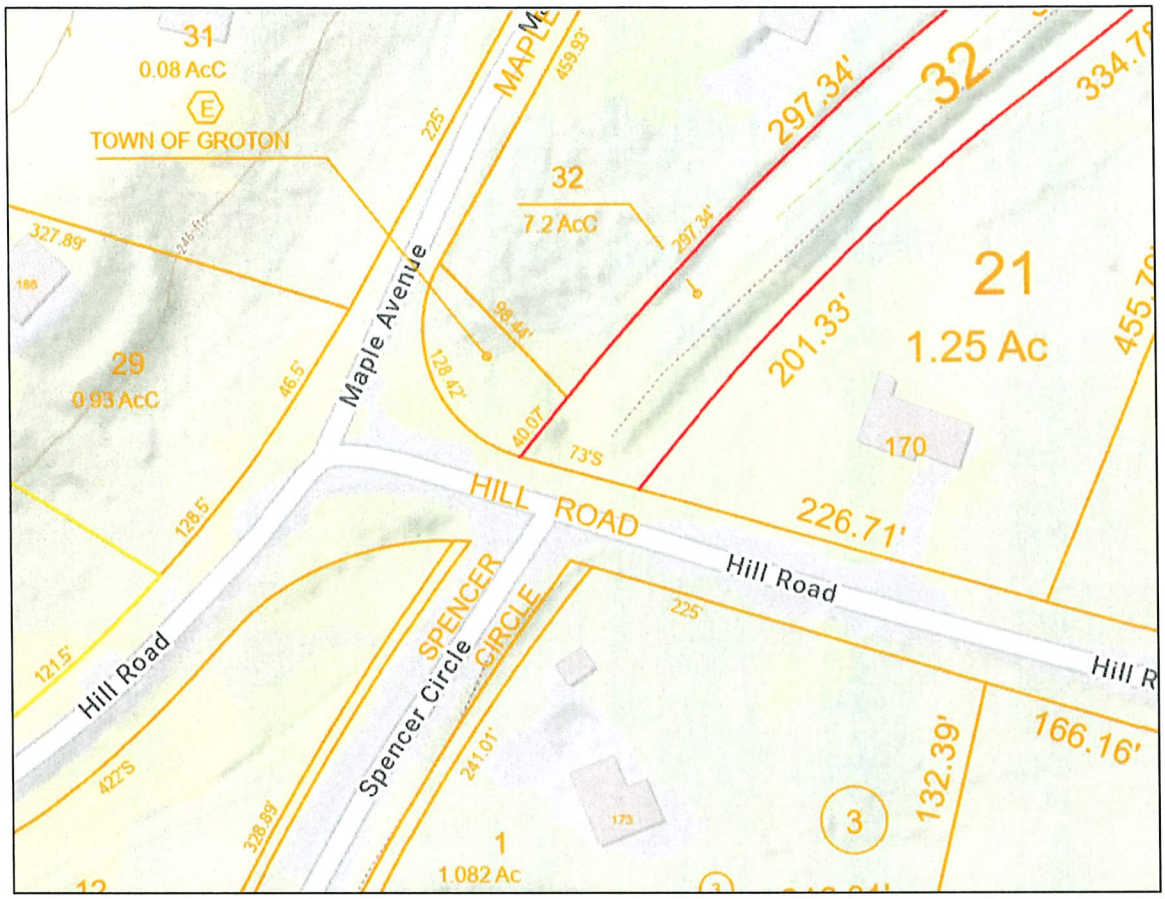


Figure 3: Groton Assessor's Map Excerpt Showing the Intersection of Hill Road and the Ice Line Trail Parcel Shown Outlined in Red

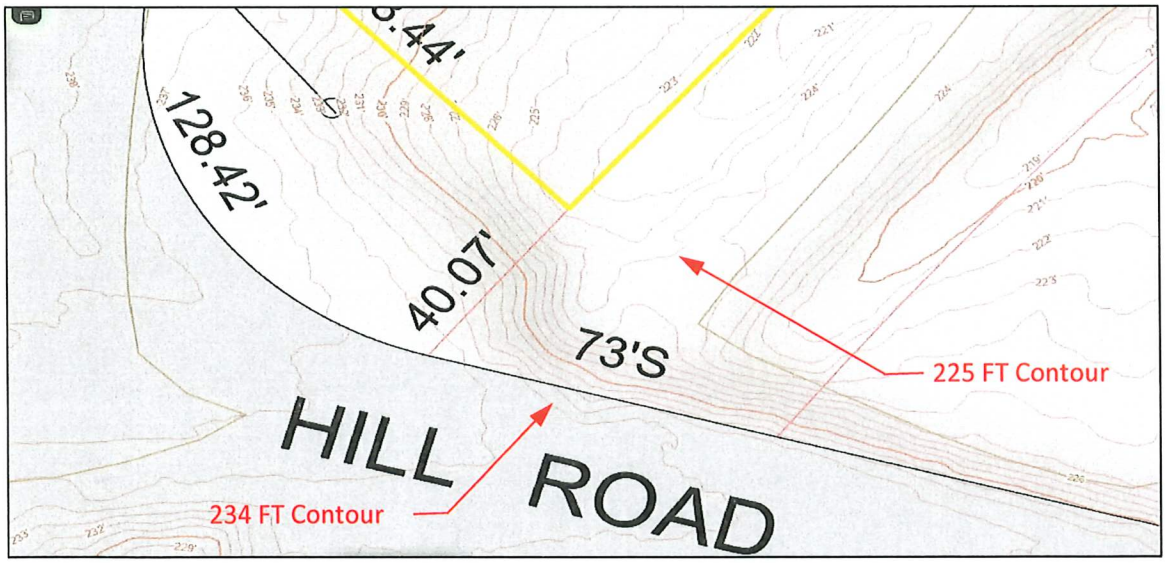


Figure 4: The Intersection of Hill Road and the Ice Line Parcel Showing a 9-Foot Elevation Difference

Cost Estimate Goes Here

Shattuck Letter of Support Goes Here

Conservation Commission Letter Goes Here

2012 00202404
Bk: 60045 Pg: 10 Doc: DEED
Page: 1 of 10 09/19/2012 03:17 PM

RELEASE DEED

The **BOSTON AND MAINE CORPORATION**, a corporation duly organized and existing under the laws of the State of Delaware, with offices at Iron Horse Park, North Billerica, Middlesex County, Massachusetts (the "Grantor") in consideration of Forty Five Thousand Nine Hundred Fifty and 00/100 ($45,950.00) Dollars paid to it by **ROBERT V. SHATTUCK, JR., of Galveston, Texas, J. CHRISTIAN SHATTUCK, of Groton, Massachusetts, and MARY S. SATTERTHWAITE, of Philadelphia, Pennsylvania, as Tenants in Common** (the "Grantee") hereby grants to the Grantee all the Grantor's right, title and interest, without any warranties or covenants of title whatsoever, in a certain parcel of land, and the buildings, bridges, structures, crossings, fixtures and improvements thereon, if any, situated in Groton, County of Middlesex, Commonwealth of Massachusetts, (the "Premises") described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND
MADE A PART HEREOF BY THIS REFERENCE.

This conveyance is subject to the following reservations, conditions, covenants and agreements:

1. This conveyance is made without granting any right of way, either by necessity or otherwise, over any remaining land or location of the Grantor.

2. ~~The Grantor hereby reserves a permanent, exclusive right of way and easement in, on, over, under, across and through the Premises for the purpose of accessing, constructing, installing, operating, maintaining, modifying, repairing, replacing, relocating and removing a telecommunications system or other system for transmission of intelligence or information by any means, whether now existing or hereafter devised, including such poles, pipes, wires, fibers, fiber optic cables, repeater stations, attachments, appurtenances, structures or other equipment and property of any description necessary or useful for the same (the "Telecommunications Easement"). The Grantor further reserves the right to freely lease, license, mortgage, assign, pledge and otherwise alienate the~~

MASSACHUSETTS EXCISE TAX
Southern Middlesex District ROD # 001
Date: 09/19/2012 03:17 PM
Ctrl# 175157 11204 Doc# 00202404
Fee: $209.76 Cons: $45,950.00

SEE PLAN NO. 668 OF 2012

SHELDON LAW OFFICES, P.C.
61 Main Street - P.O. Box 254
PEPPERELL, MA 01463-0254
(978) 433-6400

~~Telecommunications Easement. The Grantee hereby covenants with the Grantor to recognize the Telecommunications Easement and, without the payment of any further consideration, to execute, acknowledge and deliver such instruments suitable for recording with the registry of deeds as the Grantor may reasonably require to acknowledge title to the Telecommunications Easement in the Grantor. The Grantor covenants to reasonably repair and restore the surface of the easement area after any work.~~

3. ~~The Grantor excepts from this conveyance any and all railroad tracks, railroad track materials (including, but not limited to, ties, connections, switches and ballast) and/or related equipment of any description located in whole or in part within the Premises (the "Trackage") and this conveyance is subject to the right of the Grantor to enter the Premises from time to time and at any and all times within the ninety (90) day period commencing with and subsequent to the date of delivery of this deed, with such men, equipment and materials as, in the reasonable opinion of the Principal Engineering Officer of the Grantor, are necessary for the removal of the Trackage. Days during the months of December, January, February and March shall not be included in the aforesaid ninety (90) day period. If the Trackage is not removed from the Premises by the expiration of said ninety (90) day period, the Trackage shall be deemed abandoned by the Grantor and shall then become the property of the Grantee.~~

4. ~~The Grantor excepts from this conveyance any and all advertising signs and/or billboards located upon the Premises which are not owned by the Grantor. Furthermore, this conveyance is subject to the right of the owners of said signs and/or billboards to go upon the Premises and remove them within ninety (90) days from the date of delivery of this deed.~~

5. By the acceptance of this deed and as part consideration therefor, the Grantee hereby assumes any and all agreements, covenants, obligations and liabilities of the Grantor in respect to any underground facilities, drainage culverts, walls, crossings and/or other structures of any nature and description located in whole or in part within the Premises.

6. By the acceptance of this deed and as part consideration therefor, the Grantee agrees to indemnify, defend and hold harmless the Grantor (including its officers, employees, agents, directors, shareholders and affiliates) from and against any and all loss, liability, damage, cost and expense (including reasonable attorneys' fees) occasioned by or associated with any claims, suits and/or enforcement actions (including any administrative or judicial proceedings and any remedial, removal or response actions) ever asserted, threatened, instituted or requested by any person and/or governmental agency on account of: (a) any release of oil or

hazardous materials or substances of any description on, upon or into the Premises in contravention of any ordinance, law or statute (including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601, et seq., as amended); and (b) any and all damage to real or personal property, natural resources and/or harm or injury to persons alleged to have resulted from such release of oil or hazardous materials or substances.

7. ~~By the acceptance of this deed and as part consideration therefor, the Grantee hereby agrees to build and forever maintain fences (together with any necessary gates), suitable to the Principal Engineering Officer of the Grantor, along the boundaries of the Premises which are common to remaining land or location of the Grantor (the "Fences"), if Fences are ever required in the sole and reasonable opinion of said Principal Engineering Officer.~~

8. ~~This conveyance is subject to the following restriction for the benefit of other land or location of the Grantor, to wit: that from the date of delivery of this deed, the Grantor shall not be liable to the Grantee or any lessee or user of the Premises (or any part thereof) for any damage to any buildings or property upon them caused by fire, whether communicated directly or indirectly by or from locomotive engines of any description upon the railroad operated by the Grantor, or otherwise.~~

9. ~~By the acceptance of this deed and as part consideration therefor, the Grantee hereby agrees to make no use of the Premises which, in the sole and reasonable opinion of the Principal Engineering Officer of the Grantor, adversely affects, increases or decreases drainage to, from, upon or in any remaining land or location of the Grantor. The Grantee agrees to indemnify and save the Grantor harmless from and against any and all loss, cost, damage or expense including, but not limited to, the cost of defending all claims and/or suits for property damage, personal injury or death arising out of or in any way attributable to any breach of the foregoing covenant.~~

10. ~~The Grantor excepts from this conveyance any and all overhead, surface or underground signal and communication line facilities of the Grantor located within the limits of the Premises and this conveyance is subject to the Grantor's use of any such facilities in their present locations and entry upon the Premises from time to time to maintain, repair, replace, renew, relay or remove such facilities.~~

11. Whenever used in this deed, the term "Grantor" shall not only refer to the **BOSTON AND MAINE CORPORATION**, but also its successors, assigns and affiliates and the term "Grantee" shall not only refer to the above-named Grantee, but also the Grantee's successors, assigns and grantees, as the case maybe.

12. The several exceptions, reservations, conditions, covenants and agreements contained in this deed shall be deemed to run with the land and be binding upon the Grantee forever. In addition to the acceptance and recording of this deed, the Grantee hereby signifies assent to the said several exceptions, reservations, conditions, covenants and agreements, by joining in its execution.

IN WITNESS WHEREOF, the said **BOSTON AND MAINE CORPORATION** has caused this release deed to be executed in its name and its corporate seal to be hereto affixed by David A. Fink, its President, thereunto duly authorized this 25th day of July, 2012.

GRANTOR:
BOSTON AND MAINE CORPORATION

Witness

By: _____
David A. Fink, President

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this 25th day of July, 2012 before me, the undersigned notary public, personally appeared David A. Fink, the President of the **BOSTON AND MAINE CORPORATION** proved to me through satisfactory evidence of identification, which was personal knowledge to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public: _____
My Commission Expires: _____

ROLAND L. THERIAULT
Notary Public
Commonwealth of Massachusetts
My Commission Expires
August 5, 2016

GRANTEE:

Witness

By: J. Christian Shattuck
J. Christian Shattuck

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 10th day of August, 2012, before me, the undersigned notary public, personally appeared J. Christian Shattuck and proved to me through satisfactory evidence of identification, viz: a government issued picture identification, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public: Ernest B. Sheldon
My commission expires: February 23, 2018

ERNEST B. SHELDON
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMM. EXPIRES FEBRUARY 23, 2018

GRANTEE:

By: _____
Robert V. Shattuck, Jr.

_____
Witness

STATE OF TEXAS

Galveston County

On this 8th day of August, 2012, before me, the undersigned notary public, personally appeared Robert V. Shattuck, Jr. and proved to me through satisfactory evidence of identification, viz: a government issued picture identification, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

_____
Notary Public : Adeline Jakovich
My commission expires: August 14, 2013

NOTARY PUBLIC STATE OF TEXAS
ADELINE JAKOVICH
MY COMMISSION EXPIRES 08-14-2013

GRANTEE:

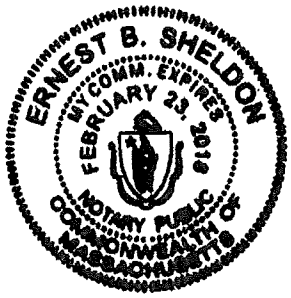
Witness

By: Mary S. Satterthwaite
Mary S. Satterthwaite

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this 10th day of August, 2012, before me, the undersigned notary public, personally appeared Mary S. Satterthwaite and proved to me through satisfactory evidence of identification, viz: a government issued picture identification, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose,



Notary Public: Ernest B. Sheldon
My commission expires: February 23, 2018

EXHIBIT "A"

BOSTON AND MAINE CORPORATION
TO
J. CHRISTIAN SHATTUCK, ROBERT V. SHATTUCK Jr. AND MARY S. SATTERTHWAITE
SALE OF RAILROAD LAND IN GROTON, MASSACHUSETTS

A parcel of land on the Northeasterly side of Hill Road in the Town of Groton, County of Middlesex, Commonwealth of Massachusetts, bounded and described as follows:

Beginning at a stone bound on the Northeasterly side of Hill Road at the Southwesterly corner of Parcel "A" at land of Robert J. and Ramona S. Margollius;

Thence Northeasterly by land of said Margollius on a curve to the right having a radius of one thousand four hundred sixty-five and 69/100 (1,465.69') feet an arc distance of three hundred thirty-nine and 54/100 (339.54')feet to a point;

Thence N 62°-52'-27" E by land of said Margollius, by an abandoned Town way, by land of Thomas L. and Line R. Meneghini and by land of Cecelia H. Shattuck eight hundred seventy and 79/100 (870.79') to a point;

Thence Northeasterly and Northerly by land of said Shattuck on a curve to the left having a radius of one thousand three hundred ninety-nine and 69/100 (1,399.69') feet an arc distance of one thousand five hundred and 46/100 (1,500.46') feet to a point;

Thence N 1°-27'-12" E by land of said Shattuck and by land of Town of Groton Conservation Commission "Open space" two thousand three hundred sixty and 73/100 (2,360.73') feet to a concrete bound at land of Steven W. Hansen and Denise L. Soucy-Hansen;

Thence N 1°-27'-12" E by land of said Hansen and Soucy-Hansen fourteen (14.00') feet to a point;

Thence S 88°-32'-48" E by land of said Hansen and Soucy-Hansen and by land N/F GMW Realty Trust thirty-three (33.00') feet to centerline station 120+98;

Thence S 88°-32'-48" E by land of said N/F GMW Realty Trust thirty-three (33.00') feet to a concrete bound at land of Frank W. Adamovitch;

Thence S 1°-27'-12" W by land of said Adamovitch and by land of Cecelia H. Shattuck two thousand three hundred seventy-four and 73/100 (2,374.73) feet to a point;

Thence Southerly by land of said Shattuck on a curve to the right having a radius of one thousand four hundred sixty-five and 69/100 (1,465.69') feet an arc distance of four hundred thirty-three and 02/100 (433.02') feet to a point;

Thence S 17°-28'-39" W by land of said Shattuck seven hundred ninety-seven and 67/100 (797.67') feet to a point at land of James F. and Denise J. Reilley;

Thence N 71°-51'-17" W by land of said Reilley one hundred twenty-five (125.00') feet to a point;

Thence N 55°-51'-17" W by land of said Reilley one hundred nine and 25/100 (109.25') feet to a point;

Thence Southwesterly by land of said Reilley on a curve to the right having a radius of one thousand four hundred sixty-five and 69/100 (1,465.69) feet an arc distance of three hundred twenty-nine and 36/100 (329.36') feet to a point;

Thence S 62°-52'-27" W by land of said Reilley, by land of Thomas L. and Line R. Meneghini, by land of Jennifer E. Hansel and Thomas T. Washburn and by land of Scott R. and Andrea C. McGillivray eight hundred seventy and 79/100 (870.79') feet to a point;

Thence Southwesterly by land of said McGillivray on a curve to the left having a radius of one thousand three hundred ninety-nine and 69/100 (1,399.69') feet an arc distance of two hundred ninety-seven and 21/100 (297.21') feet to a point on the Northeasterly side of Hill Road;

Thence N 62°-35'-50" W by said Hill Road thirty-five and 86/100 (35.86')feet to centerline station 69+88.25;

Thence N 62°-35'-50" W by said Hill Road thirty-five and 71/100 (35.71') feet to the point of beginning.

Containing 9.19 acres.

Being Parcel "A" shown as shown on a plan entitled "Land in Groton, Massachusetts, Boston and Maine Corporation to J. Christian Shattuck, Robert V. Shattuck, Jr. and Mary Satterthwaite by David E. Ross Associates, Inc. Plan No. L-9714 (2 sheets) dated September 2005 ". Recorded as Plan No. 668 of 2012.

For title, see Bk 2391 Pg 517

1 of 8

TRAIL EASEMENT

2012 00202405
Bk: 60045 Pg: 20 Doc: EASE
Page: 1 of 8 09/19/2012 03:17 PM

I. TRAIL EASEMENTS:

WE, Robert V. Shattuck, Jr. of Galveston, Texas; J. Christian Shattuck of Groton, Massachusetts, and Mary Satterthwaite of Philadelphia, Pennsylvania ("Grantors") being the owners of 1) approximately 9.19 acres of land shown on a plan entitled "Land in Groton Massachusetts (Middlesex County), Boston and Maine Corporation to J. Christian Shattuck, Robert V. Shattuck, Jr. and Mary Satterthwaite by David E. Ross Associates, Inc. Plan No. L-9714 (2 sheets)" dated September 2005, recorded as Plan No. 668 of 2012, and shown as Parcel 104-32 on Town of Groton Assessors' Maps (Parcel "A"), and 2) the land shown as Parcel 213-66 on said Assessors' Maps (Parcel "B"), together, the "Premises,"

Hereby GRANT, with Quitclaim Covenants respecting Parcel B but without warranties or covenants of title, respecting Parcel A, to the Town of Groton, acting by and through its Conservation Commission, with an address of 173 Main Street, Groton, Massachusetts (the "Grantee"), the following described Trail Easements in, on, over and through the following two described Easement Areas, which are shown as Easement B, Area = 1.40+/- Acres and Easement A, Area = 6,961+/- S.F. on a plan entitled "Proposed Easement Plan of Land Scale: as shown Date: June 6, 2011, revised through 9/16/12, off Pepperell Road Groton, Massachusetts" prepared by Cornerstone Land Consultants, Inc. DWG. No. 8995, recorded as Plan No 669 of 2012, subject to the following conditions:

A. The grant of these Trail Easements shall have no effect upon Grantors' easements for farm crossings as contained in deed of George D. Shattuck, et al. to Brookline and Pepperell R.R. Co. dated December 4, 1891 and recorded with the Middlesex South District Registry of Deeds in Book 2391, Page 517.

B. This Trail Easement shall not affect, and Grantors, their heirs, successors and assigns retain the right to locate and maintain, drainage facilities across the Easement Areas, as shown on a "Land Sale Plan Groton, MA" dated June 30, 2005 prepared by the Boston and Maine Corporation S#1192, scale: 1" = 400', a copy of which is attached hereto as Exhibit A.

II. EASEMENT AREAS:

Easement B begins at the southerly boundary of Parcel A at Hill Road and is twelve (12) feet in width, with its center line being the center line of the abandoned former railroad bed on Parcel A, as shown on the above referenced plans, and runs to the northerly boundary of Parcel A at land of the Town of Groton shown as Parcel 213-67 on Town of Groton Assessors' Maps. Easement A begins at the northerly boundary of Parcel B at Fitch's Bridge Road and is twelve (12) feet in width and runs southerly adjacent to the westerly boundary of Parcel B a distance of 581.53 feet, overlapping parcel 213-67 by 12.00 feet, all as more particularly shown on said plan entitled "Proposed Easement Plan of Land" dated June 6, 2011, revised through 5/31/12.

SEE PLAN NO. 669 OF 2012

SHELDON LAW OFFICES, P.C.
61 Main Street - P.O. Box 254
PEPPERELL, MA 01463-0254
(978) 433-6400

III. PURPOSES:

The purposes of the easements are for recreational trail use, including passage on foot, bicycle or horseback and access to and from Hill Road to and from a conservation area owned by the Town of Groton, being said Assessors' Parcel 213-67, and to and from said conservation area to and from Fitch's Bridge Road, by representatives of the Grantee and members of the public. The easement rights may be exercised for walking, horseback riding, hiking, bicycling, nature study, and to permit the Grantee to clear and mark trails for said purposes.

Use Limitations

A. Travel on or use of Easement B and Easement A by so-called all terrain vehicles or snowmobiles is not permitted. However, use of motorized wheelchairs or scooters by mobility impaired persons is allowed. The easement rights granted on Easement B and on Easement A are non-exclusive and the Grantors reserve all rights not otherwise granted herein for the benefit of Parcel A, Parcel B and the Grantors' contiguous land as described in a deed recorded with said Deeds in Book 11406, Page 472, including the right, upon prior notice to the Grantee, to temporarily occupy or place equipment in portions of the Easement Areas as may be reasonably necessary in connection with improvement of said Grantors' land, provided, however, that the exercise of such rights shall not permanently adversely affect or limit the Grantee's exercise of the easement rights granted herein.

B. Except as provided below, no structures may be erected in the Easement Areas without the approval of the Grantors.

C. All trails are to be and remain unpaved except in those areas as may be designated by the Grantors as driveways or roads or the easements for farm crossings recited in Section I, paragraph A above.

D. The following uses are permitted within the Easement Areas:

1. Passage and access as set forth hereinabove.

2. Selective cutting of trees for fire protection, unpaved trail and road maintenance, tick and pest control by the Grantee.

3. Erection of signs by the Grantors or the Grantee identifying the Grantee as holder of these Trail Easements and to educate or inform the public about the permitted uses of the Easement Areas.

4. Installation of a footbridge across the drainage swale located at the outlet of two culverts about 365 feet south of Fitch's Bridge Road on the westerly side of Easement A.

IV. ACCESS LIMITED:

The Trail Easements hereby conveyed do not grant to the Grantee, to the general public, or to any other person any right to enter upon the Easement Areas except as specified herein. The Grantors and the Grantee and their representatives shall have the right to enter the Easement Areas at all times, in a reasonable manner, for the purpose of inspecting the same to determine compliance herewith.

V. SUBSEQUENT TRANSFERS:

The Grantors agree to incorporate by reference the terms of this Trail Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Premises.

For Grantors' title see release deed of Boston & Maine Corporation to be recorded herewith, and deed of Adamovich to Grantors recorded with said Deeds in Book 49206, Page 598, and Estate of Cecelia Hillery Shattuck, Middlesex County Probate Docket No. 99P5054EP.

IN WITNESS WHEREOF the Grantors have signed and executed this document under seal on the date set forth next to their respective signatures.

J Christian Shattuck 8-10-12

Robert V. Shattuck, Jr. Date

J Christian Shattuck Date

Mary S. Satterthwaite 8-10-12

Mary S. Satterthwaite Date

Robert V. Shattuck, Jr. 8/8/2012 Date

J. Christian Shattuck Date

Mary S. Satterthwaite Date

Trail Easement Deed

STATE OF TEXAS

Galveston County,

On this 8th day of August, 2012, before me, the undersigned notary public, personally appeared Robert V. Shattuck, Jr. and proved to me through satisfactory evidence of identification, viz: a government issued picture identification, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public: Adeline Jakovich
My commission expires: August 14, 2013

NOTARY PUBLIC STATE OF TEXAS
ADELINE JAKOVICH
MY COMMISSION EXPIRES 08-14-2013

~~COMMONWEALTH OF MASSACHUSETTS~~

~~Middlesex County,~~

~~On this _____ day of _____, 2012, before me, the undersigned notary public, personally appeared J. Christian Shattuck and proved to me through satisfactory evidence of identification,~~

~~STATE OF TEXAS~~

~~Galveston County~~,

~~On this _____ day of August, 2012, before me, the undersigned notary public, personally appeared Robert V. Shattuck, Jr. and proved to me through satisfactory evidence of identification, viz: a government issued picture identification, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.~~

~~Notary Public: Adeline Jakovich~~
~~My commission expires: August 14, 2013~~

COMMONWEALTH OF MASSACHUSETTS

Middlesex County,

On this 10th day of August, 2012, before me, the undersigned notary public, personally appeared J. Christian Shattuck and proved to me through satisfactory evidence of identification, viz: a government issued picture identification, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public: Ernest B. Sheldon
My commission expires: February 23, 2018

COMMONWEALTH OF MASSACHUSETTS

Middlesex County,

On this 10th day of August, 2012, before me, the undersigned notary public, personally appeared Mary S. Satterthwaite and proved to me through satisfactory evidence of identification, viz: a government issued picture identification, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose,

Notary Public: Ernest B. Sheldon
My commission expires: February 23, 2018

We, the undersigned members of the Groton Conservation Commission, being at least a majority, agree to accept the foregoing described easement pursuant to vote taken on September 11, 2012.

Craig Auman

Bruce H Easom

John Smigielski

Nadia T. Madden

Peter A Morrison

Marshall E Bigelow

Not present

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this 17th day of September, 2012, before me, the undersigned notary public, personally appeared Craig Auman, Bruce H. Easom, John Smigielski, Nadia T. Madden, Peter A. Morrison, Marshall E. Bigelow, + Neal Pinsley members of the Groton Conservation Commission, and proved to me through satisfactory evidence of identification, viz: a government issued picture identification, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Barbara V. Ganem

Notary Public
My commission expires:

Notary Public
Barbara V. Ganem
Commonwealth of Massachusetts
My Commission Expires on Jan. 27, 2017

We, the undersigned members of the Groton Board of Selectmen, being at least a majority, agree to accept the foregoing described easement pursuant to vote taken on 8/6/12 and pursuant to the vote of the Town of Groton under Article 25 of the warrant for the October 18, 2010 Fall Town Meeting.

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

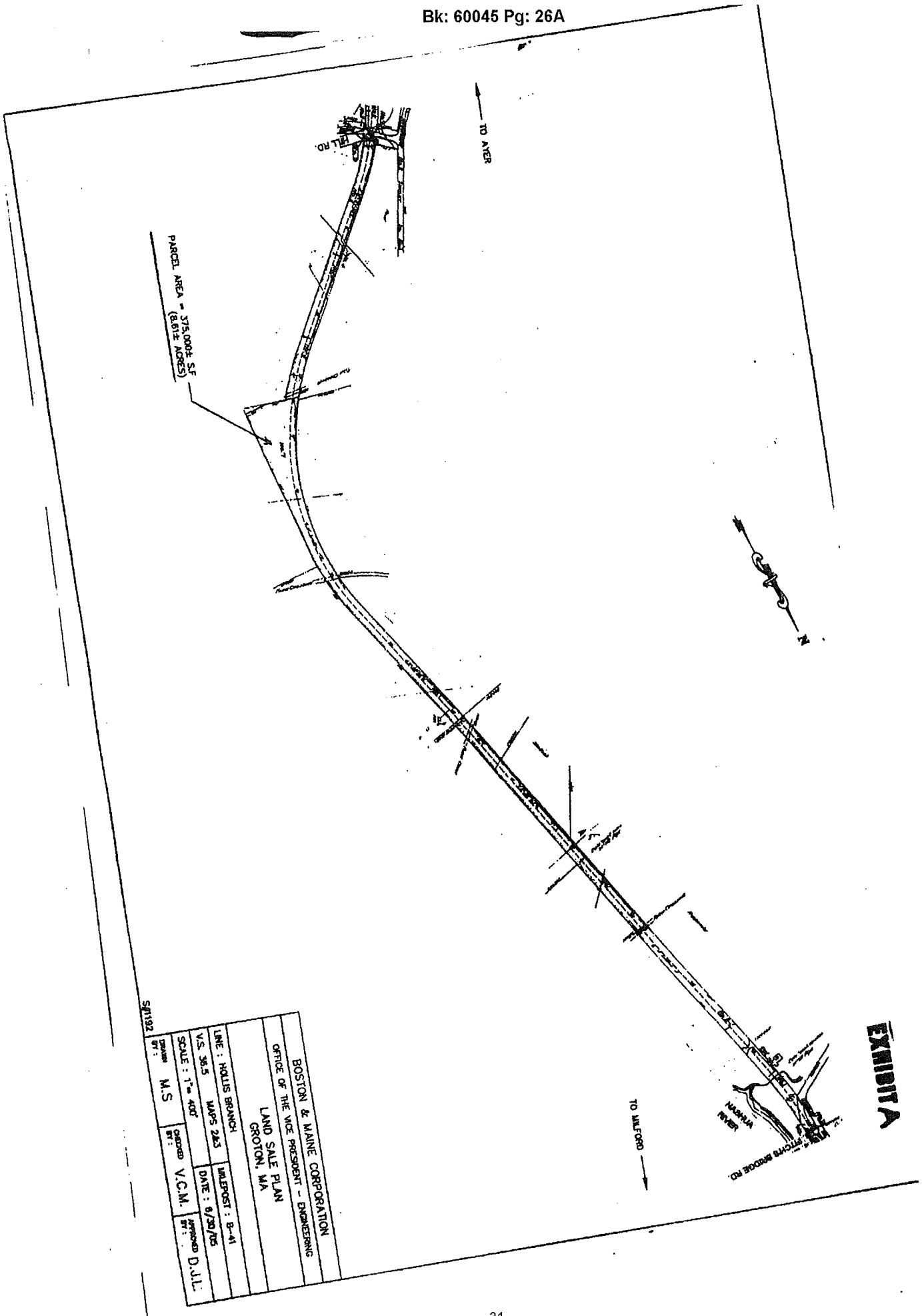
On this 6TH day of AUGUST, 2012, before me, the undersigned notary public, personally appeared STUART SCHURMAN, PETER CUNNINGHAM, JACK PETROPOULOS, ANNA ELIOT, JOSHUA DEBEN, as members of the Groton Board of Selectmen, and proved to me through satisfactory evidence of identification, viz: a government issued picture identification, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Mark W. Haddad

Notary Public
My commission expires:

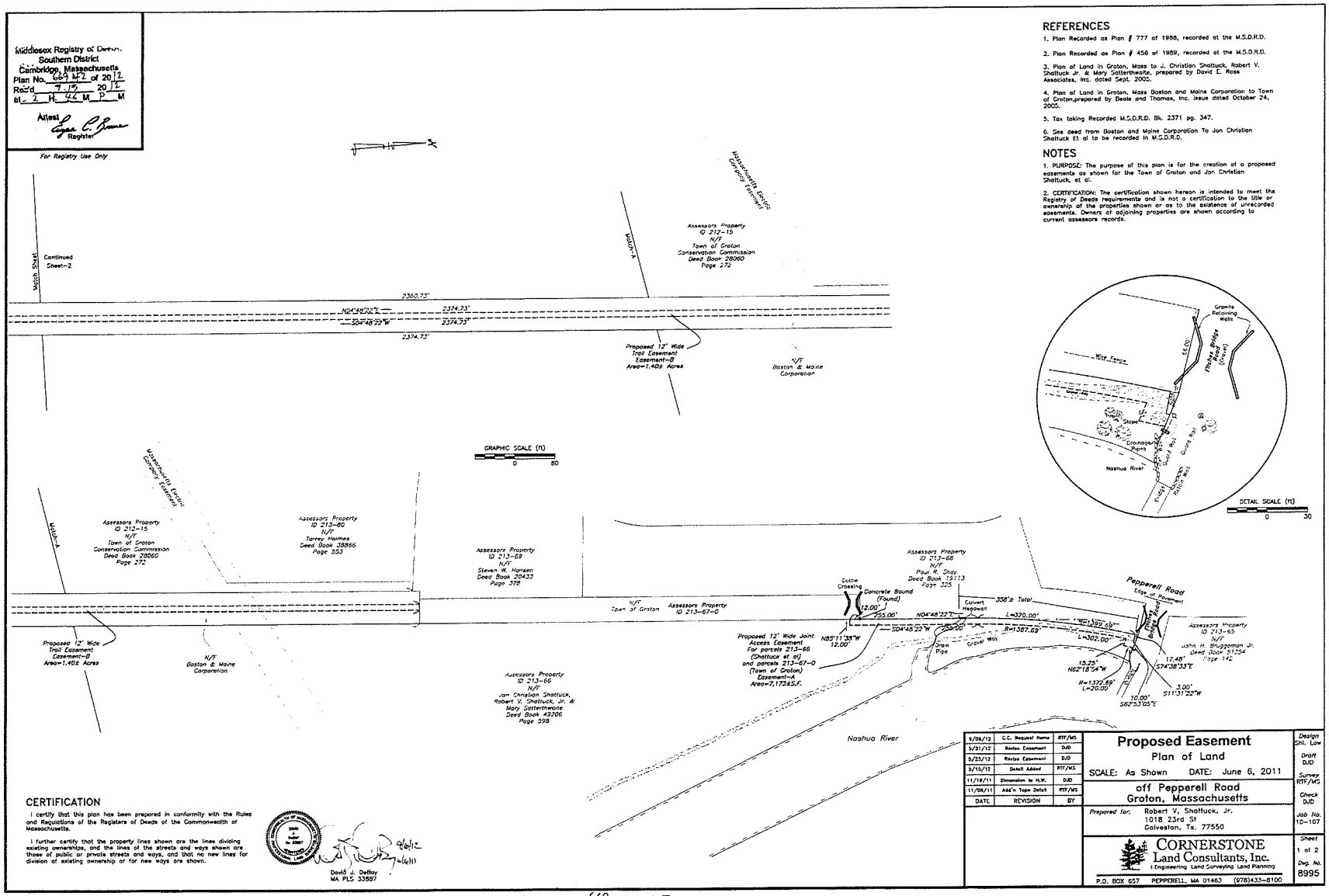
MARK W. HADDAD
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires Dec. 17, 2015

408954 v. 6/GROT/0097


EXHIBIT A
TO AYER
TO MILFORD
PARCEL AREA = 375,000± SF (8.61± ACRES)
NASHUA RIVER
N
BOSTON & MAINE CORPORATION
OFFICE OF THE VICE PRESIDENT - ENGINEERING
LAND SALE PLAN
GROTON, MA
LINE : HOLLIS BRANCH
V.S. 36.5
MAPS 263
MILEPOST : B-41
SCALE : 1"= 400'
DATE : 6/30/05
DRAWN BY : M.S
CHECKED BY : V.C.M.
APPROVED BY : D.J.L.
SA11932

Middlesex Registry of Deeds
Southern District
Cambridge, Massachusetts
Plan No. 669 of 2012
Rec'd 7.19 2012
at 2 H. 46 M P M
Attest Lynn C. Roache
Register

For Registry Use Only



REFERENCES

1. Plan Recorded as Plan # 777 of 1956, recorded at the M.S.D.R.D.
2. Plan Recorded as Plan # 456 of 1989, recorded at the M.S.D.R.D.
3. Plan of Land in Groton, Mass to J. Christian Shattuck, Robert V. Shattuck Jr. & Mary Satterthwaite, prepared by David E. Ross Associates, Inc. dated Sept. 2005.
4. Plan of Land in Groton, Mass Boston and Maine Corporation to Town of Groton,prepared by Beals and Thomas, Inc. issue dated October 24, 2005.
5. Tax taking Recorded M.S.D.R.D. Bk. 2371 pg. 347.
6. See deed from Boston and Maine Corporation To Jon Christian Shattuck Et al to be recorded in M.S.D.R.D.

NOTES

1. PURPOSE: The purpose of this plan is for the creation of a proposed easements as shown for the Town of Groton and Jon Christian Shattuck, et al.
2. CERTIFICATION: The certification shown hereon is intended to meet the Registry of Deeds requirements and is not a certification to the title or ownership of the properties shown or as to the existence of unrecorded easements. Owners of adjoining properties are shown according to current assessors records.

CERTIFICATION

I certify that this plan has been prepared in conformity with the Rules and Regulations of the Registers of Deeds of the Commonwealth of Massachusetts.

I further certify that the property lines shown are the lines dividing existing ownerships, and the lines of the streets and ways shown are those of public or private streets and ways, and that no new lines for division of existing ownership or for new ways are shown.

David J. DeBay
MA PLS 33887
9/6/12

DATE	REVISION	BY
9/06/12	C.C. Request Name	RTF/MS
5/31/12	Revise Easement	DJD
5/23/12	Revise Easement	DJD
5/15/12	Detail Added	RTF/MS
11/18/11	Dimension to H.W.	DJD
11/08/11	Add'n Topo Detail	RTF/MS

Proposed Easement
Plan of Land

SCALE: As Shown DATE: June 6, 2011

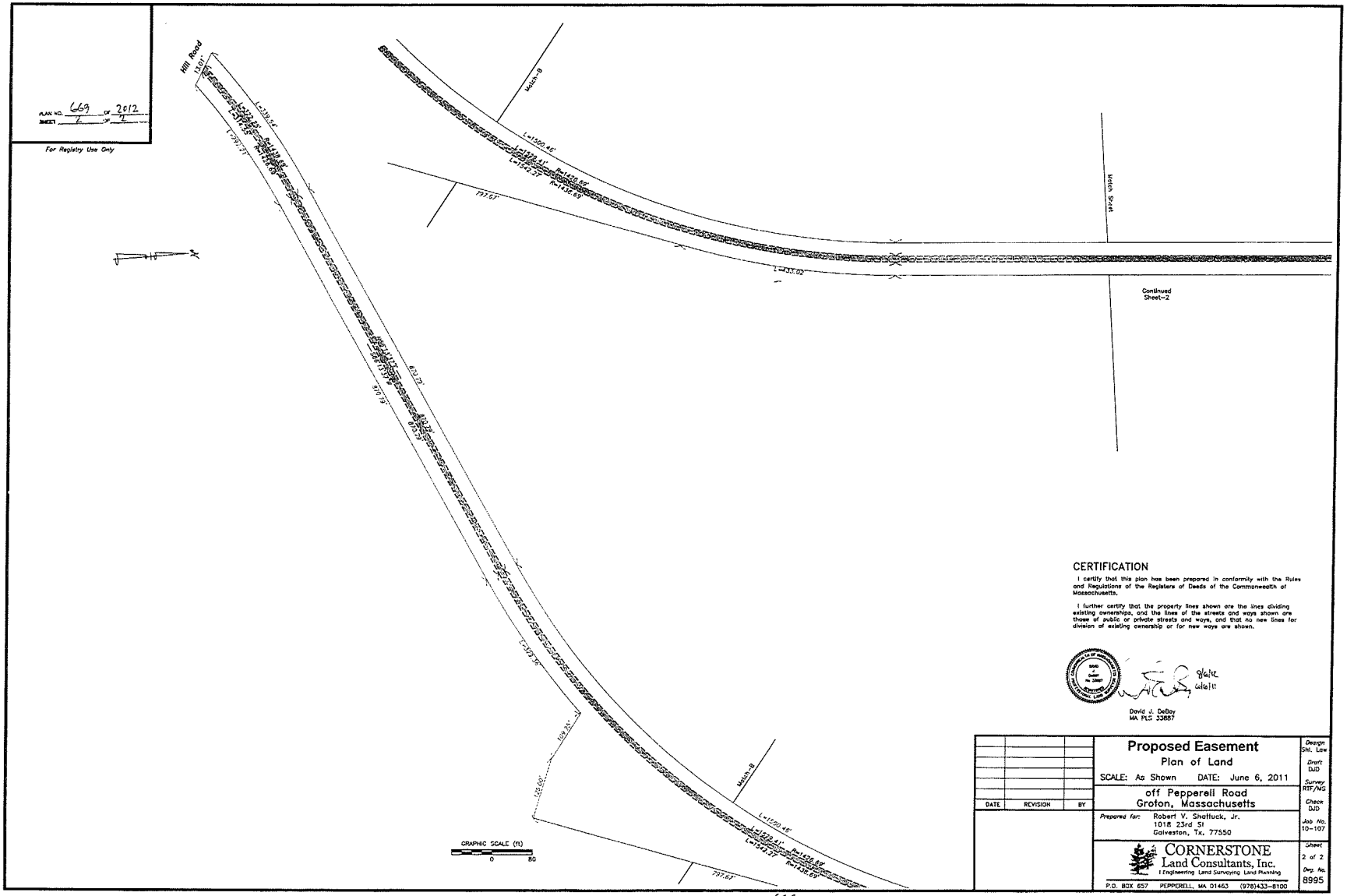
off Pepperell Road
Groton, Massachusetts

Prepared for: Robert V. Shattuck, Jr.
1018 23rd St
Galveston, Tx. 77550

CORNERSTONE
Land Consultants, Inc.
Engineering Land Surveying Land Planning
P.O. BOX 657 PEPPERELL, MA 01463 (978)433-8100

Design Ck. Law
Draft DJD
Survey RTF/MS
Check DJD
Job No. 10-107
Sheet 1 of 2
Dwg. No. 8995

669 1 of 2



CERTIFICATION

I certify that this plan has been prepared in conformity with the Rules and Regulations of the Registers of Deeds of the Commonwealth of Massachusetts.

I further certify that the property lines shown are the lines dividing existing ownerships, and the lines of the streets and ways shown are those of public or private streets and ways, and that no new lines for division of existing ownership or for new ways are shown.

David J. DeBoy
MA PLS 33887

DATE	REVISION	BY

Proposed Easement
Plan of Land

SCALE: As Shown DATE: June 6, 2011

off Pepperell Road
Groton, Massachusetts

Prepared for: Robert V. Shattuck, Jr.
1018 23rd St
Galveston, Tx. 77550

CORNERSTONE
Land Consultants, Inc.
Engineering Land Surveying Land Planning
P.O. BOX 657 PEPPERELL, MA 01463 (978)433-8100

Design	Shl. Law
Draft	DJD
Survey	RTF/NG
Check	DJD
Job No.	10-107
Sheet	2 of 2
Drg. No.	8995

669 2 of 2