



Zoning Board of Appeals AGENDA

Monday, April 27, 2026 - 6:00 PM

Regular Meeting
Agawam Senior Center
954 Main Street
Agawam, MA 01001

A. Zoning Board of Appeals

- 1) 6:00PM Public Hearing Cont.-Case#2043-371 South Westfield Street-Tsimoshak-Special Permit
- 2) 6:30PM Public Hearing-Case#2045 & 2046 Longbrook Estates Condominuim Trust-Appeal & Variance
- 3) 7:00PM-Public Hearing Cont.- Case#2044-311 Shoemaker Lane-Agawam MA Shoemaker Ln Solar, LLC-Appeal
- 4) Approval of Minutes-April 13, 2026
- 5) Any other matter that may legally come before Zoning Board of Appeals



TOWN OF AGAWAM
36 MAIN STREET
AGAWAM, MA 01001

BOARD OF APPEALS

FOR OFFICE USE ONLY

Case #: 2045
Filed: 3.9.2026
Hearing: 4.27.2026
Expires: _____

Application to Board of Appeals for a hearing on an appeal from a decision of
Inspector of Buildings, dated February 9, 2026, _____ **as allowed under Section 2-8, Paragraph C**
“Adopted Charter and MGL, Ch. 40A, Section 8.

Applicant Longbrook Estates Condominium Trust

Address c/o Moriarty Bielan & Gamache LLC, One Adams Place, 859 Willard Street, Suite 440,
Quincy, MA 02169

Premises affected are situated on Rear Suffield Street **Street;** _____ **feet distant**
from the corner of _____ **Street and known as street number** aka Building 39

Property is zoned as Residence A-3 District.

Reason(s) for request

As further stated in the Memorandum in Support of Notice of Appeal and Application for Variance
submitted herewith, Building 39 is a legal non-conforming structure pursuant to G.L. c. 40A, § 7.

Signature of owner or his authorized agent: /s/ Elizabeth A. Lake
counsel for Longbrook Estates Condominium Trust

Telephone #: 781-817-4900

NOTICE: THIS APPLICATION MUST BE FILLED OUT IN INK OR TYPEWRITTEN



MORIARTY BIELAN & GAMACHE LLC

ATTORNEYS AT LAW

Elizabeth A. Lake
Direct Dial: (774) 470-0562
elake@mbgllc.com
Admitted in MA

March 9, 2026

Via Hand Delivery

Vincent Gioscia, Town Clerk
Agawam Town Hall
36 Main Street
Agawam, MA 01001

Re: NOTICE OF APPEAL AND APPLICATION FOR VARIANCE
Subject Property: "Rear Suffield Street," a/k/a Building 39, Longbrook Estates
Condominium
Applicant: Longbrook Estates Condominium Trust

Dear Clerk Gioscia:

In regard to the above-referenced Notice of Appeal and Application for Variance, please find the following materials enclosed for filing:

1. Application to Board of Appeals, appealing decision of the Inspector of Buildings (three (3) copies with original signatures);
2. Application for Variance (three (3) copies with original signatures);
3. Memorandum in Support of Notice of Appeal and Application for Variance (three (3) copies with original signatures);
4. Certified copies of Master Deed of Suffield Commons Condominium, recorded in the Hamden Registry of Deeds in Book 6808, at Page 168; Phasing Amendment to the Master Deed of Longbrook Estates Condominium, recorded in Book 17167, Page 121; and Quitclaim deed to GFI Longbrook, LLC, recorded in Book 14354, Page 481 (three (3) copies);
5. Existing Conditions Plan of Land (nine (9) full-sized plans);
6. Check payable to the Town of Agawam for \$250.00, representing the filing fee for the Application for Variance.

In addition, pursuant to G.L. c. 40A, §§ 8 & 15, the Applicant is filing a copy of the Notice of Appeal and Application for Variance and supportive materials, including the date and time of filing certified by the Town Clerk, with Kevin Duquette, Inspector of Buildings; and the Zoning Board of Appeals.

One Adams Place, 859 Willard Street, Suite 440, Quincy, MA 02169 ▪ 781-817-4900 ▪ www.mbgllc.com
Boston ▪ Falmouth ▪ Quincy

Monday through Friday ▪ 9:00 a.m. to 5:00 p.m.

Mr. Vincent Gioscia, Town Clerk

March 9, 2026

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Should you need any additional materials, please do not hesitate to contact our office.

Thank you for your time and attention to this matter.

Sincerely,

MORIARTY BIELAN & MALLOY LLC

A handwritten signature in black ink, appearing to read "Elizabeth A. Lake". The signature is fluid and cursive, with the first name "Elizabeth" being more prominent than the last name "Lake".

Elizabeth A. Lake

cc: Kevin Duquette, Inspector of Buildings (Town Clerk Certified Copy via Hand Delivery)
Board of Appeals (Town Clerk Certified Copy via Hand Delivery)



TOWN OF AGAWAM
36 MAIN STREET
AGAWAM, MA 01001

BOARD OF APPEALS

FOR OFFICE USE ONLY

Case # 2046
Filed 3-9-2026
Hearing 4-27-2026
Expires _____

Application to Board of Appeals for VARIANCE from the requirements of the Zoning By-laws.

Applicant Longbrook Estates Condominium Trust

Address c/o Moriarty Bielan & Gamache LLC, One Adams Place, 859 Willard Street, Suite 440,
Quincy, MA 02169

Application is hereby made for a VARIANCE from the requirements of Section 180-29,
Paragraph C of Zoning Ordinance.

Premises affected: Rear Suffield Street, a/k/a Building 39, Longbrook Estates Condominium

Property zoned as: Residence A-3 District Address _____

1. Description of existing building:

- a. Size of building: 160' x 69.3' Height: 29.5' # of stories 2 1/2
b. Occupancy or Use: (of each floor) Residential Townhouses
c. Date of Erection: 2007
d. Has there been a previous appeal, under zoning on these premises Yes?

2. Description of proposed work or use:

The Applicant seeks to repair and replace certain windows and doors.

3. The principal reasons upon which I base my application are as follows:

See the Memorandum in Support of Notice of Appeal and Application for Variance submitted
herewith.

Signature of owner or his authorized agent: /s/ Elizabeth A. Lake
as attorney for Applicant
Telephone #: (781) 817-4900

NOTICE: THIS APPLICATION MUST BE FILLED OUT IN INK OR TYPEWRITTEN



March 9, 2026

Via Hand Delivery

Doreen Prouty, Chairperson
Agawam Zoning Board of Appeals
Public Works Municipal Annex
1000 Suffield Street
Agawam, MA 01001

**Re: MEMORANDUM IN SUPPORT OF NOTICE OF APPEAL AND APPLICATION
FOR VARIANCE**

**Subject Property: "Rear Suffield Street," a/k/a Building 39, Longbrook Estates
Condominium**

Applicant: Longbrook Estates Condominium Trust

Dear Chairperson Prouty and Members of the Zoning Board of Appeals:

Please be advised that this office represents the Applicant, Longbrook Estates Condominium Trust ("Condominium Trust"), the organization of unit owners for the Longbrook Estates Condominium ("Condominium"), located in Agawam ("Town"). Pursuant to G.L. c. 40A, Sections 8 and 15, and Section 2-8 of the Agawam Home Rule Charter, the Condominium Trust hereby appeals the February 9, 2026 determination of the Inspector of Buildings, Kevin Duquette, denying its Building Permit Application ("Determination") for the property described as "Rear Suffield Street," Building 39, Longbrook Estates Condominium, Agawam, Massachusetts ("Subject Property"), and requests that the Zoning Board of Appeals ("Board") overturn the Determination and issue a finding that Building 39 is a legal non-conforming structure under G.L. c. 40A, § 7. In the event the Board declines to issue such a finding, the Condominium Trust alternatively seeks a variance from the Agawam Zoning Ordinance ("Ordinance") Section 180-29 to allow Building 39 to remain in its present location.

I. The Subject Property and Historical Background

The Condominium Trust is the organization of unit owners of the Condominium, a residential condominium currently consisting of approximately 193 units, located in the Town. The Condominium was developed in various phases, and more specifically, Building 39, which contains Units 298-305, was developed by GFI Longbrook, LLC ("GFI"), a successor developer/declarant of the Condominium. In 1987, in connection with the initial permitting of the Condominium development, certain predecessors in interest of GFI applied for and obtained a variance ("1987 Variance") from the Board, which authorized a 17-foot deviation from the applicable 40-foot

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setback requirement in connection with the construction of Building 39. On June 11, 2007, GFI filed an application for a building permit for the construction of Building 39, to contain Units 298-305. On July 24, 2007, a building permit issued for Building 39, and construction began soon thereafter by GFI. GFI constructed Building 39 6.74 feet from the property line, further into the setback than what was allowed under the 1987 Variance. GFI did not obtain a further or amended variance from the Town. Construction on Building 39 was completed, and it was submitted to the Condominium when GFI recorded a Phasing Amendment to the Condominium Master Deed on February 27, 2008.

Building 39 encroaches towards the boundary of an abutting parcel that is owned by Western Massachusetts Electric Company ("WMECO"). The WMECO property is improved with a road that connects the Subject Property to the remainder of the Condominium property, and power lines. The WMECO property essentially serves as a utility corridor bisecting the Condominium property and contains no structures. The WMECO property is encumbered by a perpetual utility-line easement.

In 2008, subsequent to GFI's recordation of the Phasing Amendment, a prior iteration of the Condominium Trust sought enforcement from the Building Inspector related to Building 39, requesting that he revoke the building permit, issue a cease and desist order to prevent further construction, and revoke the occupancy permit for Building 39 because of the setback violation. The Building Inspector determined that a portion of Building 39 violated the setback requirement and issued a stop work order as to a portion of Building 39, but declined to revoke the certificate of occupancy for the building as a whole. The Condominium Trust appealed the Building Inspector's refusal to grant further enforcement relief to the Board. The Board upheld the Building Inspector's decision, and the Condominium Trust appealed the Board's decision to the Land Court pursuant to G.L. c. 40A, § 17. Notably, the Condominium Trust did not record notice of its Complaint with the Hampden County Registry of Deeds. Subsequent thereto, GFI was defaulted, and the case was ultimately dismissed by a stipulation of dismissal. While the Land Court action was pending, GFI sought a variance from the Town to authorize Building 39 to remain where it had been constructed, which application was denied and not appealed. No tear down order has ever been issued by the Town. Building 39 has, since that time, sat in its current location, including Units 304 and 305.

More recently, in 2025, the Condominium Trust has renewed efforts to develop the Subject Property, including bringing Building 39 into compliance with the Ordinance. To facilitate progress, this office engaged in communications with Mr. Duquette and Town Solicitor Christopher S. Cappucci to identify an appropriate path forward. Subsequent thereto, on January 6, 2026, the Condominium Trust submitted a Building Permit Application to repair and replace certain windows and doors at Building 39. On February 9, 2026, Mr. Duquette issued a determination denying the Building Permit Application for the proposed repairs to Building 39, specifically Units 304 and 305, on the basis of non-compliance with the requirements of the Massachusetts State Building Code and the Ordinance. A true and accurate copy of the Determination is attached hereto as **Exhibit A**.

As set forth herein below, the Condominium Trust respectfully request that the Board overturn the Determination and issue a finding that Building 39 is a legal non-conforming structure pursuant to G.L. c. 40A, § 7. In the event the Board declines to issue such a finding, and while

reserving all rights with respect to its position that Building 39 is a legal non-conforming structure, the Condominium Trust alternatively seeks a variance to allow Building 39 to remain in its present location.

II. The Determination should be overturned because Building 39 is a legal non-conforming structure pursuant to G.L. c. 40A, § 7.

Pursuant to a 2016 amendment to G.L. c. 40A, Section 7, if structures are “in existence for a period of at least 10 years and no notice of an action, suit, or proceeding as to an alleged violation . . . has been recorded in the registry of deeds for the county or district in which the real estate is located within 10 years from the date the structures were erected, *then the structures shall be deemed, for zoning purposes, to be legally non-conforming structures . . .*” (emphasis added). The statute is clear, and the courts have concluded, that the amendment applies to all structures, even those erected prior to the 2016 amendment. *See* G.L. c. 40A, § 7 (applied regardless of whether structure was erected previously); *Lazarek v. Sullivan*, Nos. 15 MISC 000555 (MDV), 17 MISC 000144 (MDV), 2018 WL 814883, *4 (Mass. Land Ct. Feb. 9, 2018) (Vhay, J.) (same). The Ordinance defines a structure as “[a] combination of materials assembled at a fixed location to give support or shelter, such as a building, framework, . . . or the like. The word ‘structure’ shall be construed, where the context allows, as though followed by the words ‘or part or parts thereof.’”

Here, there can be no dispute that Building 39 satisfies the Ordinance’s definition of “structure,” as it is a weathertight building that has been in place since 2008. The Condominium Trust notes that nothing in Section 7 requires that a structure receive a certificate of occupancy, nor does it impose any condition-based requirements on the structure, in order for it to qualify for statutory protection as a legally non-conforming structure. All that is required by Section 7 is for a structure or alteration to “have been in existence for a period of at least 10 years,” which Building 39 has been. Further, more than ten (10) years have passed since Building 39 was constructed, without notice of any action having been recorded in the Registry of Deeds. Accordingly, Building 39 satisfies the criteria set forth in G.L. c. 40A, § 7 and must be deemed a legal non-conforming structure. The Board should therefore issue a finding to that effect.¹

III. In the alternative, the Applicant seeks a variance from Section 180-29 of the Ordinance.²

The Subject Property is located in a “Residence A-3 District.” Section 180-29 of the Ordinance, captioned “Use Restrictions,” provides, in pertinent part, as follows:

In a Residence A-3 District as indicated by the Building Zone Map, no building or other structure shall be erected, altered or used and no land shall

¹ As a legal non-conforming structure, Building 39 is entitled to all protections afforded a structure with such status under the Ordinance and G.L. c. 40A, § 1 et seq.

² The Condominium Trust expressly reserves all its rights with respect to its position that Building 39 is a legal non-conforming structure and does not waive any argument relative to same in seeking relief in the alternative.

be used or occupied for any purpose except for apartment houses or garden-type apartments and accessory uses incident thereto and subject to the following restrictions:

C. No building shall be located nearer than 40 feet to a street line or other property line.

GFI constructed Building 39 approximately 6.74 feet from the property boundary of land presently owned by WMECO. As set forth further below, the Condominium Trust satisfies the criteria for the issuance of a variance from Section 180-29 to allow Building 39 to remain in its present location (i.e. approximately 6.74 feet from the property line).

a. The Subject Property satisfies the criteria set forth in G.L. c. 40A, § 10, for the issuance of a variance.

Pursuant to G.L. c. 40A, § 10, variances authorize a departure from the local zoning regulation if (i) “owing to circumstances relating to the soil conditions, shape, or topography of such land or structures and especially affecting such land or structures but not affecting generally the zoning district in which it is located;” (ii) “a literal enforcement of the provisions of the ordinance or by-law would involve substantial hardship, financial or otherwise, to the petitioner or appellant;” (iii) “that desirable relief may be granted without substantial detriment to the public good;” and (iv) “without nullifying or substantially derogating from the intent or purpose of such ordinance or bylaw.” G.L. c. 40A, § 10. As set forth below, the Subject Property satisfies the criteria for the issuance of a variance.

i. Circumstances related to the unique conditions of the Subject Property are not characteristic of other lots in the area.

The first prerequisite for a variance is that there are unique conditions affecting the Subject Property but not generally affecting the zoning district in which it is situated. General Laws c. 40A, § 10 states that there must be “circumstances relating to the soil conditions, shape, or topography” of the land. The circumstances giving rise to the Condominium Trust’s requested variance are directly related to the unique physical characteristics of the Subject Property. The unusual configuration of the Subject Property, together with the presence of wetlands, significantly constrains the portions of the site capable of accommodating structures while complying with standard zoning setback requirements.

The Subject Property is an irregularly shaped lot that lacks traditional street frontage in the area of Building 39, rendering it fundamentally distinct from the developable parcels within the zoning district. Moreover, the Property forms part of a larger, planned condominium development, and its configuration reflects that design rather than the characteristics of an independent, stand-alone lot. The Condominium is bisected by a parcel owned by WMECO and used exclusively for utility purposes, which physically separates portions of the development and materially contributes to the atypical layout of the Subject Property. The WMECO land bisects the Condominium at an angle, rendering the Condominium land non-rectangular in the rear, where

Building 39 is situated. In addition to its irregular shape, the Subject Property is further constrained by existing wetlands, which limit the buildable area and restrict the locations where structures may be sited. These resource areas necessarily reduce the usable land available for development. Because they are located on the northerly section of the Subject Property, all development must be directed further south and away from these protected areas, which in turn necessitated siting Building 39 closer to the WMECO property line.

The unique combination of these conditions—irregular lot configuration, the presence of a utility corridor, and wetlands—is not generally present elsewhere within the zoning district. As a result, the Subject Property is uniquely constrained in ways that materially reduces the available buildable area and renders strict compliance with the Ordinance impracticable.

For these reasons, the Subject Property meets the first criterion mandated by G.L. c. 40A, § 10.

ii. A literal enforcement of the Ordinance would involve substantial hardship.

In addition to unique conditions on the Subject Property, G.L. c. 40A, § 10 specifies that a petitioner must demonstrate that “a literal enforcement of the provisions of the ordinance or bylaw would involve substantial hardship, financial or otherwise.” Hardship means “not being *reasonably* able to use property for the purposes, or in the manner, allowed by the municipal zoning requirements due to circumstances particularly affecting that property.” Martin R. Healy et al., *Litigating Residential Real Estate Disputes in Massachusetts* § 13.3.2(a) (3d ed. 2023) (emphasis in original); see *Marashlian v. Zoning Bd. of Appeals of Newburyport*, 421 Mass. 719, 725-26 (1996) (rejecting “the proposition that a variance is unwarranted if any other possible use can be made of a site”).

The constrained conditions created by the Subject Property’s atypical shape, coupled with the presence of wetlands, substantially limit the ability to site structures in strict compliance with the dimensional requirements of the Ordinance. The atypical shape of the Subject Property means that structures cannot be located in the same manner as they could on a conventional lot in the same zoning district. This hardship is further compounded by the fact that Building 39 already exists, and the only means of bringing it into full compliance would be to demolish or relocate the structure, an approach that would impose extraordinary financial hardship to a group of residential unit owners without yielding any meaningful zoning benefit. Moreover, granting the requested variance would have no adverse effect upon the abutting property, as the WMECO land is perpetually restricted to use for utility purposes; one of the principal objectives of zoning setbacks is to avoid overcrowding of land and, by virtue of the use of the WMECO property, no such overcrowding will ever be present, even if the Condominium Trust is granted the requested variance.

The hardship created by the literal enforcement of the Ordinance would be especially inequitable as the Applicant, the Condominium Trust, did not construct Building 39. The instant circumstances that give rise to the need for a variance, should the Board decline to deem Building 39 a legal non-conforming structure under G.L. c. 40A, § 7, do not constitute a self-created

hardship. The Massachusetts Appeals Court has held that a property owner cannot obtain a variance by creating his own hardship. *Adams v. Brolly*, 46 Mass. App. Ct. 1, 4 (1998). Generally, hardships are deemed self-created when a property owner, by some overt act, transforms what was once a conforming parcel into a nonconforming one. *See, e.g., Raia v. Board of Appeals of North Reading*, 4 Mass. App. Ct. 318, 322 (1976) (division of property into two nonconforming lots was not basis for variance because nonconforming lot “could have remained part of a conforming lot”); *Shafer v. Zoning Bd. of Appeals of Scituate*, 24 Mass. App. Ct. 966, 967 (1987) (affirming annulment of board’s grant of variance when deficiency was “one which they themselves produced through subdivision” even though zoning requirements applied); *Karet v. Zoning Bd. of Appeals of Worcester*, 27 Mass. App. Ct. 439, 440 (1989) (“a lot can not qualify for a variance if the circumstance creating the hardship is itself the result of a transfer that violates ... applicable zoning requirements”).

Here, Building 39 was constructed by GFI, which obtained a prior variance from this Board allowing Building 39 to be constructed 23 feet from the property line. GFI subsequently erroneously constructed Building 39 even closer than 23 feet, and the encroachment at issue arose during that construction. The Condominium Trust is an organization of volunteer unit owners charged with managing and maintaining the Condominium’s common areas. The Condominium Trust inherited this condition and now seeks only to bring Building 39 into compliance through the appropriate zoning mechanisms. The Condominium Trust therefore stands in a fundamentally different position from GFI. The current unit owners did not design, construct, or site Building 39 and had no involvement in the decisions that resulted in its present encroachment. Instead, they are acting in good faith to remedy a preexisting condition created during the original development of the Condominium, without resorting to waste. Under these circumstances, denying the requested relief would effectively penalize the Condominium Trust for the actions of the developer, placing upon the Condominium Trust an extraordinary burden to cure a zoning condition it did not create. Granting the variance, by contrast, affords the Board an equitable and practical means of resolving the issue while bringing Building 39 into compliance with the Ordinance.

For these reasons, the Subject Property meets the second criterion mandated by G.L. c. 40A, § 10.

iii. The grant of the requested variance will promote the public good.

When considering the public good, there must be a finding as to the effect of the development of a site “upon other property within the same district, a necessary element in determining whether the statutory standard has been met.” *Planning Bd. of Framingham v. Zoning Bd. of Appeals of Framingham*, 5 Mass. App. Ct. 789, 789-790 (1977). This inquiry looks to the element of the development for which the variance is requested and not at the effects of the project in the aggregate. *See, e.g., Josephs v. Board of Appeals of Brookline*, 362 Mass. 290, 294 (1972) (noting that zoning relief would “have no effect upon the abutting properties”). A proposed development has been found to enhance, rather than detract from, the public good when it would increase property values, retain character and provide adequate on-site facilities. *See, e.g., Boyajian v. Board of Appeal of Wellesley*, 6 Mass. App. Ct. 283, 286 (1978).

Granting the Condominium Trust a variance to maintain Building 39 in its present location will promote the public good and have no adverse effect upon the abutting properties. Permitting Building 39 to remain will preserve an existing building that is already integrated into the Condominium development, and consistent with the character of the surrounding area, and avoids the unnecessary demolition of a viable structure. Permitting Building 39 to remain will also maintain and enhance property values within the Condominium and the surrounding area, as Building 39 contributes to the overall cohesion and attractiveness of the Condominium. Forcing its removal would disrupt the layout of the Condominium and could diminish the value and utility of presently existing Condominium units, which could have negative consequences for both the unit owners and the broader community.

Granting the variance will also benefit the Town through the continued and stable tax revenues. Building 39 contributes to the overall assessed value of the Subject Property and therefore to the local tax base. Requiring its demolition or relocation would reduce the value and utility of the Subject Property and could result in a loss of tax revenue without producing any corresponding public benefit.

The requested relief also allows the Board to resolve the matter in a manner that preserves the character of the existing Condominium development while avoiding unnecessary waste and hardship. Because Building 39 does not harm any abutters, does not interfere with neighboring uses, and remains consistent with the existing development pattern of the Condominium, allowing Building 39 to remain in its current location will serve both the interests of the Condominium Trust and the broader public.

For these reasons, the Subject Property meets the third criterion mandated by G.L. c. 40A, § 10.

iv. The grant of the variance will be in accord with the spirit and intent of the Ordinance.

The final prerequisite for the grant of a variance is that it must not substantially derogate from the Bylaw's purpose and intent. In considering this prerequisite, the Appeals Court noted that "the deviation must be *substantial*, and ... unless the [proposal] significantly detracts from the zoning plan for the district, the local discretionary grant of the variance (all the other statutory elements having been satisfied) must be upheld. ... [S]ome derogation from the by-law's purpose is anticipated by every variance." *Cavanaugh v. DiFlumera*, 9 Mass. App. Ct. 396, 400 (1980) (emphasis added).

As set forth in Section 180-1 of the Ordinance, setback requirements are intended to ensure adequate light, air, safety, and separation between structures and to prevent the overcrowding of land. In this instance, Building 39 encroaches toward the boundary of a parcel owned by WMECO that is devoted to utility infrastructure, a use that does not involve residential occupancy or the placement of principal structures in proximity to the shared lot line. The WMECO parcel contains no dwelling or principal structure and is encumbered by a perpetual utility-line easement, which restricts development on that property and effectively prevents any overcrowding, density concerns, and similar impacts that the setback requirements are intended to address. Accordingly, the public

interests underlying the setback provisions are not materially implicated here. Moreover, Building 39 has stood in its current location for almost two decades without generating adverse impacts on neighboring properties or on WMECO's utility operations. Granting the variance will simply allow the building to remain where it has long existed without incident.

For these reasons, the Subject Property meets the fourth criterion mandated by G.L. c. 40A, § 10.

b. The Board has already determined that the Subject Property satisfies the criteria for a variance.

While the Condominium Trust acknowledges that it must independently satisfy the criteria of G.L. c. 40A, § 10 for the variance sought herein, the Condominium Trust notes that when the Board granted the 1987 Variance, it necessarily found that the statutory requirements under G.L. c. 40A, § 10 had been met. In granting that relief, the Board found that conditions affecting the Subject Property justified a departure from the strict application of the Ordinance, that literal enforcement would result in hardship, and that the relief could be granted without substantial detriment to the public good or derogation from the intent or purpose of the Ordinance. The present request does not raise a new or materially different zoning issue. Rather, it seeks additional dimensional relief within the same setback area for which the Board has already concluded that variance relief was appropriate.

c. Denial of the requested relief would result in significant and unnecessary waste.

Building 39 is a fully constructed, functional building. Requiring its demolition or relocation solely to correct the dimensional encroachment would compel the destruction of an existing structure, imposing substantial cost on the Condominium Trust while producing no meaningful public benefit. Such a result would be inequitable and inconsistent with public policy, particularly where, such as here, the encroachment does not harm abutters; does not create crowding, density, or other conditions that the setback requirements are designed to prevent; and where the Board has already determined that setback relief was appropriate for the Subject Property.

IV. Conclusion

For the foregoing reasons, the Condominium Trust respectfully requests, in accordance with G.L. c. 40A, Sections 8 & 15 and Section 2-8 of the Agawam Home Rule Charter, that the Board overturn the Determination and issue a finding that Building 39 is a legal non-conforming structure under G.L. c. 40A, § 7. In the event the Board declines to issue such a finding, the Condominium Trust respectfully requests, in the alternative and while reserving all its rights, that the Board grant its application for a variance from Ordinance Section 180-29 to allow Building 39 to remain in its present location.

Ms. Doreen Prouty, Chairperson
Agawam Zoning Board of Appeals
March 9, 2026
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Thank you for your consideration of this matter. Should you have any questions or require any additional information concerning this matter, please do not hesitate to contact Elizabeth Lake at Moriarty Bielan & Gamache LLC, One Adams Place, 859 Willard Street, Suite 440, Quincy, Massachusetts 02169, (781) 817-4900, elake@mbgllc.com.

Respectfully submitted,

Longbrook Estates Condominium
Trust,

By its attorneys,



Kimberly A. Bielan, Esq.

Elizabeth A. Lake, Esq.

Moriarty Bielan & Gamache LLC

One Adams Place

859 Willard Street, Suite 440

Quincy, MA 02169

781.817.4900

kbielan@mbgllc.com / elake@mbgllc.com

cc: Kevin Duquette, Inspector of Buildings (Town Clerk Certified Copy via Hand Delivery)
Board of Appeals (Town Clerk Certified Copy via Hand Delivery)
Longbrook Estates Condominium Trust (via email only)

Exhibit A



Town of Agawam

Building Department

1000 Suffield Street, Agawam, Massachusetts 01001
Telephone - (413) 821-0632

RECEIVED FEB 16 2026

February 9, 2026

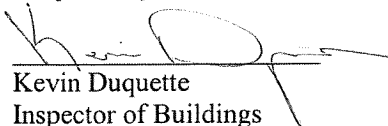
Jeffrey Gurney- Atrium Property Services, Inc.
476 College Highway
Southwick, MA 01077

Re: "Rear Suffield Street"- a.k.a- Building #39 Essex Drive Units 298 thru 305 Agawam, MA 01001- Building Permit Application- Dated "January 6, 2026";

The building permit application, along with the associated fee, for the proposed repairs to Building #39, specifically Units #304 & #305, has been **DENIED** and returned. This decision is based on non-compliance with the requirements of the Massachusetts State Building Code (780 CMR) and the Town of Agawam's zoning ordinances.

Records on file show back in 2008 there was a "Stop Work Order" issued from a previous Building Commissioner for units #304 & #305 for being in violation of the Zoning Board of Appeals' (Z.B.A) variance decision in case #1191. Additionally, in 2009, a subsequent request for zoning relief regarding setback requirements was sought under case #1848, however, this request was denied. Furthermore, the remaining units of Building #39 (#304 & #305), remain unlawfully constructed without a valid certificate of occupancy & use being issued.

Respectfully,


Kevin Duquette
Inspector of Buildings
Town of Agawam

780 CMR- 105.3.1 Action on Application. "The building official shall examine or cause to be examined applications for permits and amendments, and shall issue or deny the permit, within 30 days of filing. If the application or the construction documents do not conform to the requirements of 780 CMR and all pertinent laws under the building official's jurisdiction, the building official shall deny such application in writing, stating the reasons therefore."

Building Code 780 CMR- Right of Appeal- If you are aggrieved by this notice, you may appeal to the Board of Building Regulations and Standards, Building Code Appeals Board (BCAB) within 45 days of receipt of this notice in accordance with 780 CMR, Section 113 Appeals.

Zoning- Right of Appeal- If you are aggrieved by this Zoning Notice, you have a right to Appeal to the Board of Appeals- Appeals to the Board of Appeals may be taken by any person aggrieved by reason of his inability to obtain a permit or enforcement action from any administrative office under the provisions of said Chapter 40A, or by any person, including an Officer or Board of the Town or of an abutting Town aggrieved by an order or decision of the Building Official, or other administrative Official, in violation of any provision of said Chapter or the Zoning Ordinances of the Town of Agawam. Such appeal shall be taken by the Board within thirty (30) days from the date of the order or decision which is being appealed, by filing a notice of appeal with the Town Clerk in accordance with the provisions of Chapter 40A.

LONGBROOK ESTATES CONDOMINIUM

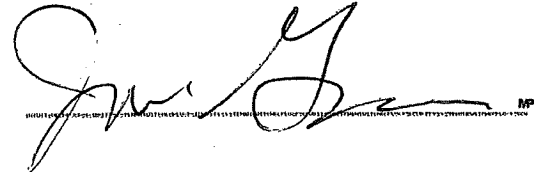
476 College Highway
Southwick, MA 01077
4135695557Westfield Bank
College Highway
Southwick, MA 01077
53-7160/2118

3667

1/6/26PAY TO THE
ORDER OFTown of Abington -
Seventy five and 00/100\$ 75.00

DOLLARS

VALID

Reim/ren - (w + o)

⑈003667⑈ ⑆211871604⑆ 10 00 750677⑈

JAN 06 2026



The Commonwealth of Massachusetts TOWN OF AGAWAM

Office of Public Safety and Inspections

Massachusetts State Building Code (780 CMR)

Building Permit Application for any Building other than a One- or Two-Family Dwelling

(This Section For Official Use Only)

Building Permit Number: _____ Date Applied: _____ Building Official: _____

SECTION 1: LOCATION

No. and Street 296-305 ESSEX City/Town AGAWAM Zip Code _____ Name of Building (if applicable) BUILDING #39

Assessors Map # I-2 Block # and/or Lot # 39 / 298, 299, 300, 301, 302, 303, 304 + 305.

SECTION 2: PROPOSED WORK

Edition of MA State Code used 10th If New Construction check here ☐ or check all that apply in the two rows belowExisting Building ☒ Repair ☐ Alteration ☐ Addition ☐ Demolition ☐ (Please fill out and submit Appendix 2)Change of Use ☐ Change of Occupancy ☐ Other ☐ Specify: _____
 Are building plans and/or construction documents being supplied as part of this permit application? Yes ☐ No ☒
 Is an Independent Structural Engineering Peer Review required? Yes ☐ No ☒

Brief Description of Proposed Work:

REPAIRS AND REPLACEMENTS AS NEEDED TO WINDOWS AND EXTERIOR DOORS
AT THE BUILDING. REPLACE - TWO(2) THERMOTRAN FRONT ENTRY DOORS.
REPAIRS - GLASS, SASH (LIMITED) AND TWO REPLACEMENTS OF HARVEY WINDOWS.
- DOOR HARDWARE, LOCKSETS, JAMB/STRIKE INSTALL + REPAIRS

SECTION 3: COMPLETE THIS SECTION IF EXISTING BUILDING UNDERGOING RENOVATION, ADDITION, OR CHANGE IN USE OR OCCUPANCY

Check here if an Existing Building Investigation and Evaluation is enclosed (See 780 CMR 34) ☐

Existing Use Group(s): _____ Proposed Use Group(s): _____

SECTION 4: BUILDING HEIGHT AND AREA

	Existing	Proposed
No. of Floors/Stories (include basement levels) & Area Per Floor (sq. ft.) / UNIT	3	860 #
Total Area (sq. ft.) and Total Height (ft.)	43' x 20' / FLOOR / UNIT x 3 = 13,760	1720 # 22'

SECTION 5: USE GROUP (Check as applicable)

A: Assembly A-1 ☐ A-2 ☐ Nightclub ☐ A-3 ☐ A-4 ☐ A-5 ☐ B: Business ☐ E: Educational ☐
 F: Factory F-1 ☐ F-2 ☐ H: High Hazard H-1 ☐ H-2 ☐ H-3 ☐ H-4 ☐ H-5 ☐
 I: Institutional I-1 ☐ I-2 ☐ I-3 ☐ I-4 ☐ M: Mercantile ☐ R: Residential R-1 ☐ R-2 ☒ R-3 ☐ R-4 ☐
 S: Storage S-1 ☐ S-2 ☐ U: Utility ☐ Special Use ☐ and please describe below:

Special Use Description:

SECTION 6: CONSTRUCTION TYPE (Check as applicable)

 IA ☒ IB ☐ IIA ☐ IIB ☐ IIIA ☐ IIIB ☐ IV ☐ VA ☐ VB ☐

SECTION 7: SITE INFORMATION (refer to 780 CMR 105.3 for details on each item)

Water Supply: Public ☒ Private ☐	Flood Zone Information: Check if outside Flood Zone ☒ or identify Zone: _____	Sewage Disposal: Indicate municipal ☒ or on site system ☐	Trench Permit: A trench will not be required ☒ or trench permit is enclosed ☐	Debris Removal: Licensed Disposal Site ☐ or specify: <u>DUMPSTER SERVICES</u>
Railroad right-of-way: Not Applicable ☒ or Consent to Build enclosed ☐	Hazards to Air Navigation: Is Structure within airport approach area? Yes ☐ or No ☒	MA Historic Commission Review Process: Is their review completed? Yes ☐ No ☒		

SECTION 8: CONTENT OF CERTIFICATE OF OCCUPANCY

Edition of Code: 5 Use Group(s): R-2 Type of Construction: FRAMEDoes the building contain an Sprinkler System?: ☒ Special Stipulations: _____Design Occupant Load per Floor and Assembly space: N/A

SECTION 9: PROPERTY OWNER AUTHORIZATION

Name and Address of Property Owner

LUNGBROOK ESTATES CONDO TRUST 476 College Highway Southwick 01077
Name (Print) No. and Street City/Town Zip

Property Owner Contact Information:

MARIE IZZO 413-569-5557 910-465-7661 _____
Title TRUSTEE PRESIDENT Telephone No. (business) Telephone No. (cell) e-mail address

If applicable, the property owner hereby authorizes:

JEFF GURNEY 476 College Highway Southwick MA 01077
Name Street Address City/Town State Zip

to apply for and act on the property owner's behalf, in all matters relative to work authorized by this building permit application.

SECTION 10: CONSTRUCTION CONTROL (Please fill out Appendix 1)

If a building is less than 35,000 cu. ft. of enclosed space and/or not under Construction Control then check here ☐ .
Otherwise provide construction control forms (see section 107 in the code) as required.

10.1 Registered Professional Responsible for Construction Control (the professional coordinating document submittals)

REQUEST OF EXEMPTION FOR MINOR WORK -

Name (Registrant)	Telephone No.	e-mail address	Registration Number
Street Address	City/Town	State Zip	Discipline Expiration Date

10.2 General Contractor

ATRIUM PROPERTY SERVICES, INC
Company Name JEFF GURNEY 413 REG # - 188772
MATT POMEROY CSL # - 106918
Name of Person Responsible for Construction License No. and Type if Applicable
476 College Highway Southwick MA 01077
Street Address City/Town State Zip
413-569-5557 413-478-7777 atriumcondomgmt@gmail.com
Telephone No. (business) Telephone No. (cell) e-mail address

SECTION 11: WORKERS' COMPENSATION INSURANCE AFFIDAVIT (M.G.L. c. 152, § 25C(6))

A Workers' Compensation Insurance Affidavit from the MA Department of Industrial Accidents must be completed and submitted with this application. Failure to provide this affidavit will result in the denial of the issuance of the building permit.
Is a signed Affidavit submitted with this application? Yes ☒ No ☐

SECTION 12: CONSTRUCTION COSTS AND PERMIT FEE

Item	Estimated Costs: (Labor and Materials)	Total Construction Cost (from Item 6) = \$ <u>8000.00</u>
1. Building	\$ <u>8000.00</u>	Building Permit Fee = Total Construction Cost x ____ (Insert here appropriate municipal factor) = \$ ____. Note: Minimum fee = \$ ____ (contact municipality) Enclose check payable to _____ (contact municipality) and write check number here <u>3667</u>
2. Electrical	\$	
3. Plumbing	\$	
4. Mechanical (HVAC)	\$	
5. Mechanical (Other)	\$	
6. Total Cost	\$ <u>8000.00</u>	

SECTION 13: SIGNATURE OF BUILDING PERMIT APPLICANT

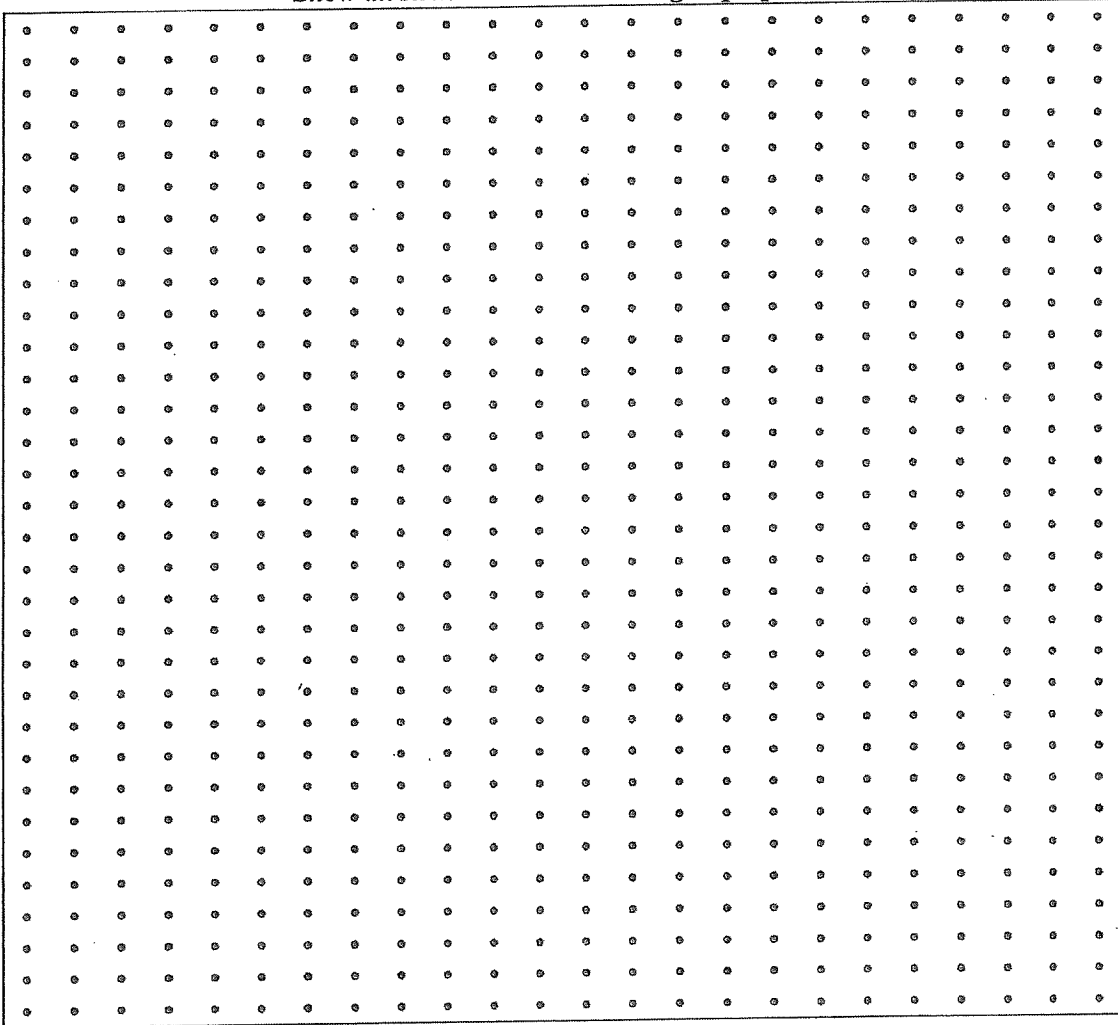
By entering my name below, I hereby attest under the pains and penalties of perjury that all of the information contained in this application is true and accurate to the best of my knowledge and understanding.

ATRIUM PROPERTY SERVICES, INC
JEFFREY L. GURNEY MANAGING AGENT 413-569-5557 12/31/12
Please print and sign name Title Telephone No. Date
476 College Highway Southwick MA 01077 atriumcondomgmt@gmail.com
Street Address City/Town State Zip Email Address

Municipal Inspector to fill out this section upon application approval: _____ Name _____ Date _____

Plot Plan

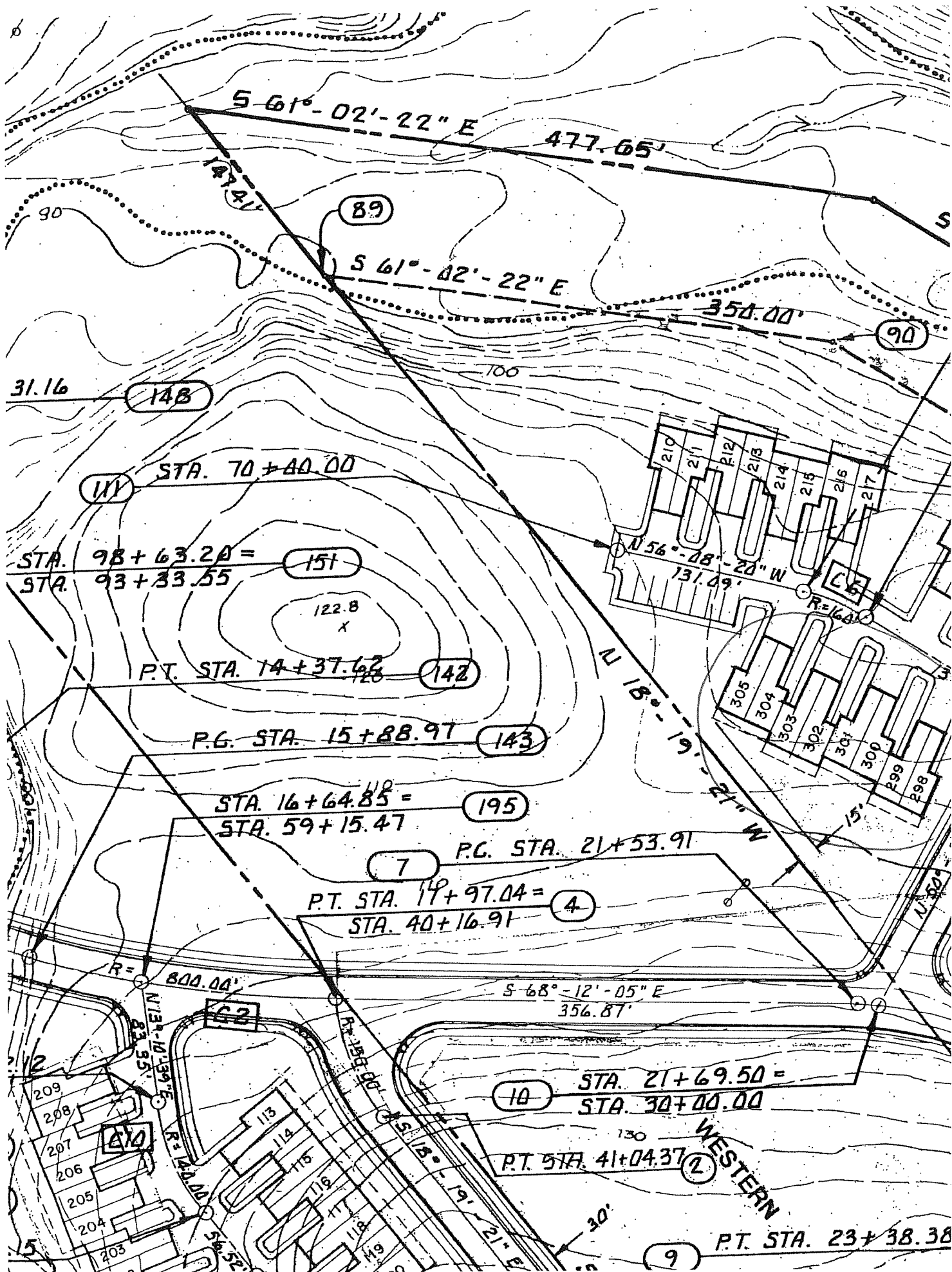
Show all structures on lot existing or proposed



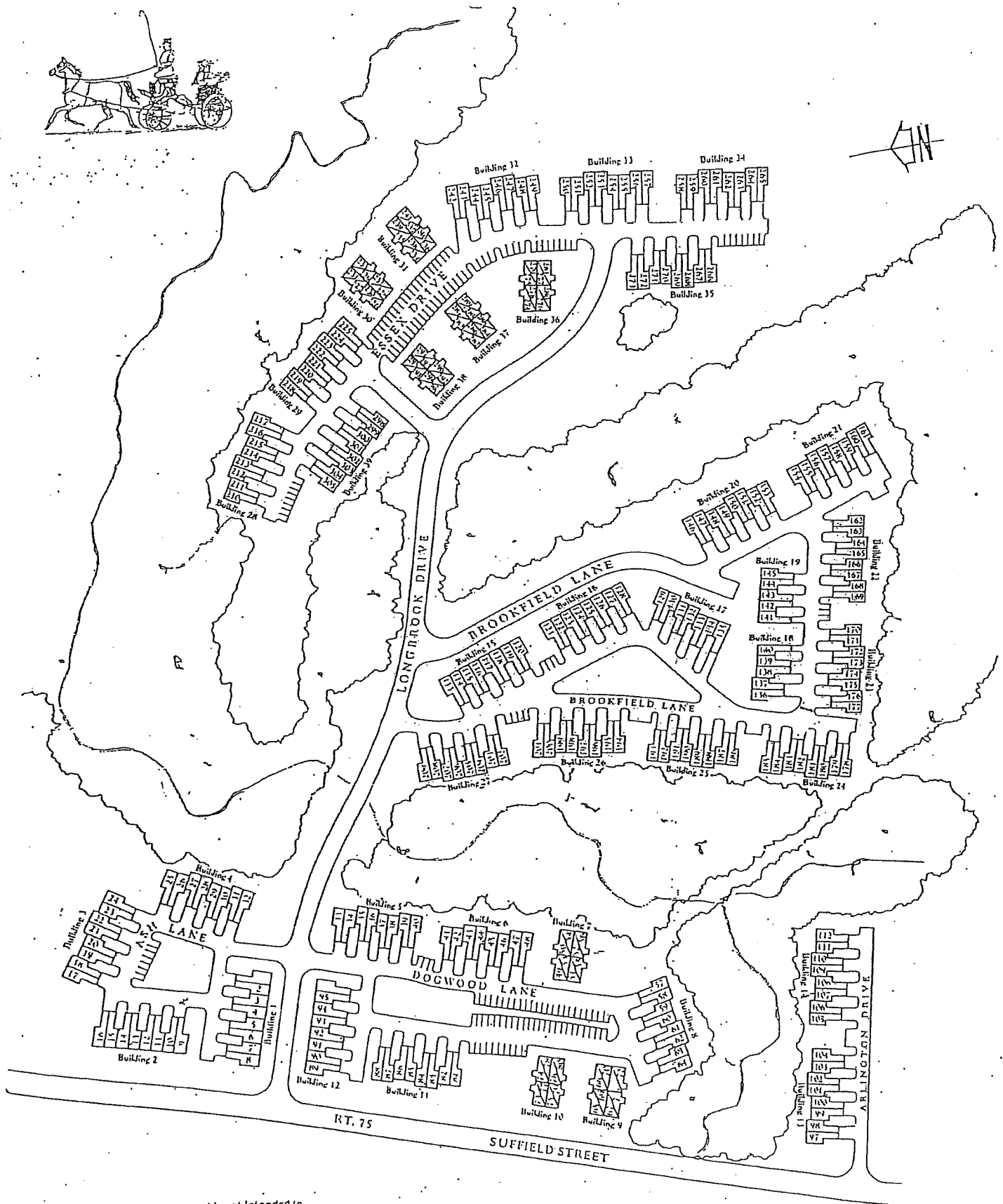
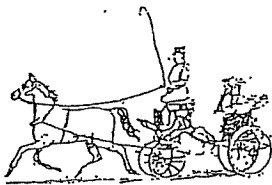
Front Property Line

Please indicate setbacks for all proposed work

PLEASE SEE ATTACHED FOR FULL SITE AND BUILDING 39;
298-305 ESSEX EXISTING.



Suffield Street, Agawam, MA 01001 (413) 786-5981



This drawing is an artist's conception and is not intended to include the plan of development in every detail. The Declarant has reserved certain rights in the Condominium Documents to make revisions to the plan during the course of construction. Except for those buildings already constructed, all structures are proposed and need not be built. Please consult the architect's plans and the Condominium Documents for specific information.



The Commonwealth of Massachusetts
Department of Industrial Accidents
Office of Investigations
Lafayette City Center
2 Avenue de Lafayette, Boston, MA 02111-1750
www.mass.gov/dia

Workers' Compensation Insurance Affidavit: Builders/Contractors/Electricians/Plumbers
Applicant Information **Please Print Legibly**

Name (Business/Organization/Individual): Artem Property Services Inc.
Address: 476 College Highway
City/State/Zip: SATTUCK MA 01077 Phone #: 413-569-5557

Are you an employer? Check the appropriate box:

1. ☒ I am an employer with 13 employees (full and/or part-time).^{*}
2. ☐ I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required.]
3. ☐ I am a homeowner doing all work myself. [No workers' comp. insurance required.][†]

4. ☐ I am a general contractor and I have hired the sub-contractors listed on the attached sheet. These sub-contractors have employees and have workers' comp. insurance.[‡]
5. ☐ We are a corporation and its officers have exercised their right of exemption per MGL c. 152, §1(4), and we have no employees. [No workers' comp. insurance required.]

Type of project (required):

6. ☐ New construction
7. ☐ Remodeling
8. ☐ Demolition
9. ☐ Building addition
10. ☐ Electrical repairs or additions
11. ☐ Plumbing repairs or additions
12. ☐ Roof repairs
13. ☒ Other REPAIR/REPLACE DOOR(S) + WINDOW(S)

^{*}Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

[†]Homeowners who submit this affidavit indicating they are doing all work and then hire outside contractors must submit a new affidavit indicating such.

[‡]Contractors that check this box must attach an additional sheet showing the name of the sub-contractors and state whether or not those entities have employees. If the sub-contractors have employees, they must provide their workers' comp. policy number.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy and job site information.

Insurance Company Name: HARTFORD UNDERWRITERS INSUR. CO.

Policy # or Self-ins. Lic. #: 656 06 BOW 424 27925 Expiration Date: 3-06-26

Job Site Address: Longview St - 298-305 Essex City/State/Zip: ABRAM MA - 01001

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).
Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify under the pains and penalties of perjury that the information provided above is true and correct.

Signature: [Signature]

Date: 12-31-25

Phone #: 413-569-5557

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: _____ Permit/License # _____

Issuing Authority (check one):

1 ☐ Board of Health 2 ☐ Building Department 3 ☐ City/Town Clerk 4 ☐ Electrical Inspector 5 ☐ Plumbing Inspector 6 ☐ Other _____

Contact Person: _____ Phone #: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance Services, Inc. 75 S Church St, Suite 405 Pittsfield MA 01201		CONTACT NAME: Wendy Marie Gelinias PHONE (A/C, No, Ext): (413) 447-7376 E-MAIL ADDRESS: Wendy.Gelinias@bbbrown.com FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: West American Insurance Company	44393
		INSURER B: The Ohio Casualty Insurance Company	24074
		INSURER C: Mount Vernon Fire Insurance Company	26522
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 25-26 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			BKW59808140	03/06/2025	03/06/2026	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						Employee Benefits \$ 1,000,000
B	☐ AUTOMOBILE LIABILITY			BAO59808140	03/06/2025	03/06/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR			USO59808140	03/06/2025	03/06/2026	EACH OCCURRENCE \$ 1,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 1,000,000
	☐ DED ☒ RETENTION \$ 10,000						
							PER STATUTE ☐ OTH-ER ☐
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						E.L. EACH ACCIDENT \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☒ N	N/A				E.L. DISEASE - EA EMPLOYEE \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$
C	Errors and Omissions			PM2550893G	06/13/2025	06/13/2026	Tenant Discrimination \$250,000
							Property Managers Errors \$1,000,000
							Deductible per Claim \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Crime-Employee Dishonesty Travelers Casualty and Surety Company of America Policy # 105889972 2/1/25-2/1/28 Limit \$500,000, retention \$5,000

CERTIFICATE HOLDER Town of Agawam Building Dept 1000 Suffield Street Agawam MA 01001	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Wendy M. Selmer
--	---

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BROWN & BROWN INSURANCE SERVICES INC 980 Washington Street Suite 325 Dedham MA 02026	CONTACT NAME: Marion Lentes PHONE (A/C, No, Ext): (781) 455-6664 E-MAIL ADDRESS: marion.lentes@bbrown.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: HARTFORD UNDERWRITERS INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 30104
---	--	------------------------

COVERAGES**CERTIFICATE NUMBER:** 1182997**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			N/A			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			N/A			EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			N/A			☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	N/A	6S60UB0W42427925	03/06/2025	03/06/2026	
				N/A			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers' Compensation benefits will be paid to Massachusetts employees only. Pursuant to Endorsement WC 20 03 06 B, no authorization is given to pay claims for benefits to employees in states other than Massachusetts if the insured hires, or has hired those employees outside of Massachusetts.

This certificate of insurance shows the policy in force on the date that this certificate was issued (unless the expiration date on the above policy precedes the issue date of this certificate of insurance). The status of this coverage can be monitored daily by accessing the Proof of Coverage - Coverage Verification Search tool at www.mass.gov/lwd/workers-compensation/investigations/.

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Daniel M. Crowley, CPCU, Vice President - Residual Market - WCRIBMA

Town of Agawam Building Dept
1000 Suffield Street

Agawam

MA 01001

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Commonwealth of Massachusetts
Town of Agawam
Building Department
1000 Suffield Street, Agawam MA 01001 | (413) 821-0632

DEBRIS DISPOSAL AFFIDAVIT

In accordance of the provisions of M.G.L. Chapter 40, section 54, I acknowledge that as a condition of the building permit all debris resulting from the construction activity governed by this Building Permit shall be disposed of in a properly licensed solid waste disposal facility, as defined by M.G.L. Chapter 111, section 150A.

USA HAULING
Disposal/Dumpster Firm Name

WINGBROOK ESTATES - 298 - 305 ESSEX
Construction Site Address

Signature of Permit Application

12-31-25
Date

Appendix 1

Construction Documents are required for structures that must comply with 780 CMR 107. The checklist below is a compilation of the documents that may be required. The applicant shall fill out the checklist and provide the contact information of the registered professionals responsible for the documents. This appendix is to be submitted with the building permit application. N/A -

Checklist for Construction Documents*

No.	Item	Mark "x" where applicable		
		Submitted	Incomplete	Not Required
1	Architectural			
2	Foundation			
3	Structural			
4	Fire Suppression			
5	Fire Alarm (may require repeaters)			
6	HVAC			
7	Electrical			
8	Plumbing (include local connections)			
9	Gas (Natural, Propane, Medical or other)			
10	Surveyed Site Plan (Utilities, Wetland, etc.)			
11	Specifications			
12	Structural Peer Review			
13	Structural Tests & Inspections Program			
14	Fire Protection Narrative Report			
15	Existing Building Survey/Investigation			
16	Energy Conservation Report			
17	Architectural Access Review (521 CMR)			
18	Workers Compensation Insurance			
19	Hazardous Material Mitigation Documentation			
20	Other (Specify)			
21	Other (Specify)			
22	Other (Specify)			

*Areas of Design or Construction for which plans are not complete at the time of application submittal must be identified herein. Work so identified must not be commenced until this application has been amended and the proposed construction document amendment has been approved by the authority having jurisdiction.

Registered Professional Contact Information

Name (Registrant)	Telephone No.	e-mail address	Registration Number
Street Address	City/Town	State Zip	Discipline Expiration Date
Name (Registrant)	Telephone No.	e-mail address	Registration Number
Street Address	City/Town	State Zip	Discipline Expiration Date
Name (Registrant)	Telephone No.	e-mail address	Registration Number
Street Address	City/Town	State Zip	Discipline Expiration Date

Please follow this link for [construction control forms](#) to be used by Registered Design Professionals.

Appendix 2
(For total demolition only)

N/A.

For the demolition of structures the building permit applicant shall attest that utility and other service connections are properly addressed to ensure for public safety.

Please fill in the information below and submit this appendix with the building permit application. The building permit applicant attests under the pains and penalties of perjury that the following is true and accurate.

Property Location

No. and Street	City /Town	Zip	Name of Building (if applicable)
----------------	------------	-----	----------------------------------

Assessors Map #	Block # and/or Lot #
-----------------	----------------------

For the above described property the following action was taken:

Water Shut Off?	Yes ☐	No ☐	Provider notified and Release obtained?	Yes ☐	No ☐
Gas Shut Off?	Yes ☐	No ☐	Provider notified and Release obtained?	Yes ☐	No ☐
Electricity Shut Off?	Yes ☐	No ☐	Provider notified and Release obtained?	Yes ☐	No ☐
	Yes ☐	No ☐	Provider notified and Release obtained?	Yes ☐	No ☐
Other (if applicable)			Provider notified and Release obtained?	Yes ☐	No ☐
	Yes ☐	No ☐	Other (if applicable)		

Hampden Registry of Deeds
436 DWIGHT STREET
SPRINGFIELD, MA 01103

Cheryl A. Coakley-Rivera

RG425RP: Land Records CERTIFIED copy request
Dated: 03-09-2026 @ 13:55:07
Req by: MARISSA GIAIMO ESQ

Delivery: Pickup
Wkstn: SEC#22522C
Local
Trans #: 7108

Inst#: 04-15-1988 in Book: 6808 Page: 168
Page #'s requested: F-L # of pages printed: 60 Copies: 3
Fee: 180.00

Customer will pick up

*** CERTIFIED COPY *** *** CERTIFIED COPY *** *** CERTIFIED COPY ***

This document is referred to by the following documents:

Book-Page	Date	#	Type	Description
6952 465	09-01-1988		AMEND	
7031 272	11-28-1988		AMEND	
7668 374	04-02-1991		AMEND	
8429 289	05-26-1993		AMEND	
8696 315	12-30-1993		AMEND	
9412 525	03-11-1996		CMPLT	
9560 306	07-18-1996		AMEND	
14362 1	07-26-2004		AMEND	
15279 526	08-26-2005		AMEND	
15387 541	10-05-2005		CERT	
15503 1	11-17-2005		PR	UNIT 170
15906 517	05-19-2006		AMEND	
16367 373	12-04-2006		AMEND	
16630 18	04-18-2007		AMEND	
17154 3	02-15-2008		CERT	
17167 121	02-27-2008		AMEND	
17172 196	02-29-2008		LP	
18844 541	07-18-2011		AMEND	
18863 31	08-01-2011		CERT	
19154 57	03-07-2012		CERT	
20742 359	06-12-2015		AMEND	
21321 309	08-22-2016		CERT	
21738 236	06-26-2017		CERT	
21892 469	10-06-2017		CERT	
22089 289	03-09-2018		CERT	
23984 392	07-07-2021		DC	
24790 418	11-02-2022		CERT	
25562 141	09-05-2024		CERT	
26022 495	09-11-2025		CERT	

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MASTER DEED
OF THE
SUFFIELD COMMONS CONDOMINIUM

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ATTEST:

Chl A. Coakley-Rivera, Esq.

REGISTER OF DEEDS

MASTER DEED
OF THE
SUFFIELD COMMONS CONDOMINIUM

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ANDOVER RESIDENTIAL DEVELOPMENT TRUST, a Massachusetts Business Trust organized and operating under the laws of the Commonwealth of Massachusetts with offices located at 1485 Suffield Street, Agawam, Hampden County, Massachusetts, being the sole owner of a certain parcel of land located at 1485 Suffield Street, Agawam, Hampden County, Massachusetts, more particularly bounded and described as set forth in SCHEDULE A annexed hereto and incorporated by reference herein, does hereby, by duly executing and recording this Master Deed declare the same to be a Condominium.

ARTICLE I
SUBMISSION OF THE PROPERTY

Section 1.1 Submission of the Property. ANDOVER RESIDENTIAL DEVELOPMENT TRUST, the Declarant, hereby submits said land, together with the buildings and improvements thereon, and those to be constructed thereon, and all easements, rights, and appurtenances belonging thereto (hereinafter referred to as the "Property") to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, as amended, and does hereby state that it proposes to create, and does hereby create, with respect to the Property, a Condominium to be governed by and be subject to the provisions of said Chapter 183A of the General Laws of Massachusetts as it now exists, and as it may hereinafter be amended.

ARTICLE II
DEFINITIONS

Section 2.1 Incorporation of Definitions Contained in the Act. There shall be incorporated by reference herein the meanings and definitions of all terms and expressions set forth in Section 1 of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, and the use of such terms and expressions shall be interpreted in accordance with said meanings and definitions contained therein.

Section 2.2 Additional Definitions. The following other words and phrases shall have the meanings herein ascribed to them:

- (a) Appurtenant Interest: (1) the undivided interest in the Common Area conveyed with a Unit; (2) the interest of a Unit Owner in any Units acquired by the Trust or its designee on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; (3) the interest of a Unit Owner in any other

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right, right of membership, claim, cause of action, or asset of the Condominium or the Trust; and (4) the undivided interest of a Unit Owner in the Limited Common Areas conveyed with a Unit.

(b) Building: A completed structure or structures containing one or more Units and comprising a part of the Property as further defined by Article VI of this Master Deed.

(c) Bylaws: That Portion of the Declaration of Trust as set forth in Article V of the SUFFIELD COMMONS CONDOMINIUM TRUST.

(d) Charges: Common Charges and Special Charges, each of which is defined as follows:

(1) Common Charges: The Charges assessed against Units for their share of Common Expenses, as provided by the Bylaws.

(2) Special Charges: Fines, penalties, interest Charges, liquidated Charges established by the Bylaws, late Charges, user fees, reimbursement for damage caused by Unit Owners as established by the Bylaws, Special Service fees charged by the Trust to specific Unit Owners, and all Charges for expenses of the Trust which are not Common Expenses, but which are attributable to a specific Unit or Units or Limited Common Area appurtenant to said Unit or Units and designated by the Trustees as Special Charges.

(e) Common Area: That portion of the Condominium as defined in Chapter 183A, Section 1 of the General Laws of Massachusetts; and all other real property within the Condominium other than the Units as described in Article VII contained herein.

(f) Common Elements: All portions of the Condominium other than the Units.

(g) Common Profits: The balance of all income, rents, profits, and revenues from the Common Area remaining after the deduction of Common Expenses.

(h) Condominium: Property submitted to the Condominium Act by the recordation of Condominium Instruments pursuant to the provisions of the Act.

(i) Condominium Act (or the Act): Chapter 183A of the Massachusetts General Laws as the same may from time to time be amended.

(j) Condominium Instruments: The Master Deed, Declaration of Trust, Rules and Regulations, Site Plans, survey maps, and Building and Unit Plans recorded and filed pursuant to the provisions of the Condominium Act. Any exhibit, schedule, or certification accompanying a Condominium Instrument recorded or filed simultaneously therewith shall be deemed an integral part of that Condominium Instrument. To the extent permitted by law, any amendment or certification of any Condominium Instrument shall, from time to time by the

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recordation or filing of such amendment or certification, be deemed an integral part of the affected Condominium Instrument, whether or not such amendment or certification was made in accordance with the provisions of the Condominium Act.

(k) Declarant: ANDOVER RESIDENTIAL DEVELOPMENT TRUST, a Massachusetts Business Trust duly organized and operating under the laws of the Commonwealth of Massachusetts with a usual place of business at 1485 Suffield Street, Agawam, Hampden County, Massachusetts, or its successor.

(l) Declaration of Trust: The document filed herewith together with any subsequent amendments hereinafter filed in the Hampden County Registry of Deeds, which establish and regulate the organization of Unit Owners known as the SUFFIELD COMMONS CONDOMINIUM TRUST.

(m) Declarant's Rights: The rights reserved by the Declarant as set forth in Article XX hereof.

(n) Expenses: Common Expenses and Special Expenses, each of which is separately defined as follows:

(1) Common Expenses: (i) Expenses of administration, maintenance, repair or replacement of the Common Elements; (ii) Expenses declared to be Common Expenses by the Condominium Instruments or by the Condominium Act; (iii) Expenses agreed upon by the Trustees to be Common Expenses; (iv) Reasonable reserves, held by the Trust, for repair, replacement or addition to the Common Elements or any other real or personal property acquired or held by the Trust.

(2) Special Expenses: Expenses for special services, expenses attributable to a specific Unit or Units that are not Common Expenses, and expenses for administration, maintenance, repair or replacement of the Limited Common Areas that the Condominium Instruments exclude from Common Expenses.

(o) Improvements: Any construction or facilities existing or to be constructed on the Land now or hereafter included in the Condominium, including but not limited to Buildings, paving, parking areas, roadways, walkways, recreational facilities, utility wires, pipes and light poles.

(p) Land: The real property described in SCHEDULE A and SCHEDULE B of this Master Deed.

(q) Limited Common Areas: Those areas designated in this Master Deed as reserved for the exclusive use of one or more, but fewer than all Units. Each Unit having exclusive use of such an area shall have an easement over any Common Area which provides access thereto, which easement shall constitute part of said Unit.

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(r) Majority or Majority of Unit Owners or Mortgagees: The owners of more than 50% of the Voting Power in the Trust, which shall be equal to the percentage in aggregate interest of the undivided ownership of the Common Elements shown on SCHEDULE C. Any specified percentage, portion or fraction of Unit Owners, or of mortgagees, unless otherwise stated in the Condominium Instruments, means such percentage, portion or fraction in the aggregate of such Voting Power.

(s) Manager: A Person that may be employed or engaged to perform management services for the Condominium Trust.

(t) Master Deed: This document as amended from time to time.

(u) Person: An individual, corporation, partnership, trust, trustee, business trust, estate, association, joint venture, government, government subdivision or agency, or other legal entity, or any combination thereof, capable of holding an interest in real property.

(v) Phase: A portion of the Property which has been or is contemplated to be submitted by the Declarant to the provisions of the Condominium Act by recordation of the Master Deed or any amendment thereto, thereby establishing the Condominium, or becoming a part thereof.

(w) Plans: The Site Plans, Building Plans and as-built Unit Plans of the Condominium referred to herein and as from time to time amended or supplemented.

(x) Property: The Land, all Buildings, all Improvements and structures thereon, and all easements, rights and appurtenances benefiting or burdening said Land, which have been or are intended to be submitted to the provisions of the Condominium Act by this Master Deed or any amendment hereto.

(y) Rules and Regulations: Provisions governing the use of Units and Common Elements and the conduct of Persons within the Condominium, contained within or subsequently promulgated by the Trustees pursuant to the Declaration of Trust.

(z) Single Family Residence: A single housekeeping unit, operating on a non-profit, non-commercial basis between its occupants, cooking and eating with a common kitchen and dining area, with no more overnight occupants than two (2) per bedroom as designated on the Plans on file with the building inspector of the Town of Agawam.

(aa) Special Services: Work, material, or services provided or performed by the Trust for specific Unit Owners for the benefit of specific Units or classes or groups of Units, other than the services described in the Condominium Instruments to be provided to all Units, whether upon request, on an emergency basis or pursuant to the Declaration of Trust, or which are designated as Special Services by the Trustees.

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(bb) Trust: The SUFFIELD COMMONS CONDOMINIUM TRUST, a Massachusetts Business Trust organized under Section 10 of Chapter 183A of the laws of the Commonwealth of Massachusetts. It is the organization of Unit Owners acting as a group in accordance with the Declaration of Trust recorded herewith, and as further defined in Article IV hereof.

(cc) Trustees: The natural persons designated by the Declarant or elected under the terms of the SUFFIELD COMMONS CONDOMINIUM TRUST by the Unit Owners to direct the operation of the Condominium.

(dd) Unit: That physical portion of the Condominium designated for separate ownership or occupancy, the boundaries of which are described in Article VII of this Master Deed.

(ee) Unit Owner: The Declarant or Person or Persons owning a Unit and an undivided interest in Common Elements specified and established in this Master Deed, or the heirs, executors, administrators, successors and assigns of the Declarant or such Person or Persons, or a mortgagee or lien holder holding both legal and equitable title to the Unit.

(ff) Voting Power: The entire group of Unit Owners or their representatives, as determined in accordance with the terms of the Declaration of Trust, entitled to cast votes on any matter requiring the consent, approval, or ratification of the Unit Owners.

ARTICLE III NAME OF THE CONDOMINIUM

Section 3.1 Name of the Condominium. The Condominium is to be named the SUFFIELD COMMONS CONDOMINIUM.

ARTICLE IV THE CONDOMINIUM TRUST

Section 4.1 The Condominium Trust. A Declaration of Trust entitled the SUFFIELD COMMONS CONDOMINIUM TRUST has been formed and is to be recorded herewith, through which the Unit Owners will manage and regulate the Condominium. The Declaration of Trust contains the Bylaws and Rules and Regulations of the Condominium in accordance with and pursuant to Chapter 183A of the General Laws of the Commonwealth of Massachusetts. The names and addresses of the initial Trustees of the Condominium Trust are as follows:

ROBERT A. MARCANTONIO
22D Andover Drive
West Hartford, CT 06110

STEVEN P. SCHWARTZ
22D Andover Drive
West Hartford, CT 06110

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ARTICLE V
DESCRIPTION OF THE LAND

Section 5.1 Description of the Land. The entire Condominium is situated in the Town of Agawam, Massachusetts. A legal description of the Land included in the Condominium is set forth in SCHEDULE A annexed hereto and incorporated by reference herein. A legal description of the Additional Land which may be added to the Condominium in subsequent Phases pursuant to the exercise by the Declarant of its Declarant's Rights is set forth in SCHEDULE B also annexed hereto and incorporated by reference herein.

ARTICLE VI
DESCRIPTION OF THE BUILDINGS AND THE NUMBER OF UNITS

Section 6.1 Description of the Buildings and the Number of Units. The Buildings and individual Units in the Condominium shall be only those as set forth in SCHEDULE C and on the Site Plan to be recorded herewith by the Declarant. The Declarant reserves the right to create additional Buildings and individual Units in subsequent Phases as set forth in SCHEDULE D. At the completion of all contemplated Phases of the Condominium there are to be Thirty-Nine (39) Buildings on the site, Thirty-Six (36) of which contain eight (8) Condominium Units, two (2) of which contain five (5) Condominium Units, and one (1) of which contains seven (7) Condominium Units. The Buildings are of a contemporary style, each of which is two (2) stories in height and has wood-frame construction on concrete foundations, with brick, vinyl, and cedar or pine siding and an asphalt or fiberglass shingled roof.

ARTICLE VII
DESCRIPTION OF THE INDIVIDUAL UNITS AND THEIR BOUNDARIES

Section 7.1 General Description. The owner of a Condominium Unit has the exclusive right to occupy the space within his or her Unit as further defined below, and a right to occupy in common with other Unit Owners an undivided share of the Common Area of the Condominium. Additionally, the Unit Owner acquires by his Unit Deed an easement granting him exclusive rights of occupancy to certain other areas of the Condominium defined as Limited Common Areas appurtenant to his or her Unit. The designation of each Unit in the Condominium, its location, and its proportionate interest in the Common Elements is set forth in SCHEDULE C annexed hereto and incorporated by reference herein. The designation of each Unit upon completion of all contemplated Phases, a statement of its location, and the proportionate interest in the Common Elements is as set forth in SCHEDULE D annexed hereto and incorporated by reference herein. The layout of each Unit and the location of the rooms therein are as shown on the Building Plans recorded herewith, entitled "SUFFIELD COMMONS CONDOMINIUM" dated April 15, 1988, as drawn by Associated Architects, P.C., and those which may hereafter be recorded by the Declarant, and the as-built Unit Plans to be recorded with each Unit Deed.

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Section 7.2 Unit Boundaries. The boundaries of an individual Unit created by this Master Deed are as shown on the Building Plans and the as-built Unit Plans and are generally described as follows:

- (a) Upper Boundary: The horizontal or sloping plane or planes of the unfinished lower surfaces of the ceiling bearing structure surfaces, beams, and rafters and of closed fireplace dampers, extended to an intersection with the vertical perimeter boundaries.
- (b) Lower Boundary: The horizontal plane or planes of the undecorated or unfinished upper surfaces of the lower floor of the Unit, extended to an intersection with the vertical perimeter boundaries.
- (c) Vertical Perimeter Boundaries: The planes defined by the inner surfaces of the studs and framing of the perimeter walls; the unfinished inner surfaces of poured concrete walls; the unfinished inner surfaces of the interior trim, fireplaces, and thresholds along perimeter walls and floors; the unfinished inner surfaces of closed windows and closed perimeter doors; and the innermost unfinished planes of all interior bearing studs and framing of bearing walls, columns, bearing partitions, and partition walls between separate Units.
- (d) Inclusions: Each Unit shall include the spaces and Improvements lying within the boundaries described in Section 7.2(a), (b), and (c) above, and shall also include the spaces and the Improvements within such spaces containing any space heating, water heating and air conditioning apparatus and all electrical switches, wiring, pipes, ducts, conduits, and television, telephone, electrical receptacles, light fixtures and boxes serving that Unit exclusively. Any basement or garages contained within the Unit boundaries as described in Section 7.2(a), (b), and (c) above and as shown on the Plans, are a part of the Unit.
- (e) Exclusions: Except when specifically included by other provisions of Section 7.2, the following are excluded from each Unit: The spaces and Improvements lying outside of the boundaries described in Section 7.2(a), (b), and (c) above; and all chutes, pipes, flues, ducts, wires, conduits, and other facilities running through any interior wall, partition, basement or other portion of a Unit for the purpose of furnishing utility and similar services to other Units and Common Elements of the Condominium.
- (f) Inconsistency with Plans: If this definition is inconsistent with the Plans, then this definition shall control.

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ARTICLE VIII
DESCRIPTION OF THE COMMON ELEMENTS

Section 8.1 Description of the Common Elements. The Common Elements are all portions of the Condominium other than the Units. They shall consist of the Common Area and various Limited Common Areas which are described as follows:

(a) Common Area: The Common Area is defined as those portions of the Condominium to which all Unit Owners have the nonexclusive right of usage. The Common Area shall include, without limitation, the following:

(1) The exterior steps and patios of each individual Unit together with any walks leading thereto, subject to the rights of individual Unit Owners in said patios and steps as Limited Common Areas.

(2) Those portions of the Buildings not included within the boundaries of the Units contained therein (except the windows, doors, and certain portions of the window and door frames) including the foundations, columns, girders, beams, supports, concrete floor slabs, exterior walls, party and common walls, chimneys, roofs, gutters, drainage downspouts and other elements attached to said Buildings but not included in the Units.

(3) All conduits, ducts, plumbing, wiring, flues, and other facilities for the furnishing of power, light, air, gas, and all sewer and drainage pipes, sewer disposal systems owned by the Declarant and located outside of the Units or located within the Units and serving parts of the Condominium other than the Unit within which such facilities are contained; as to sewage and utility conduits, lines, pipes, and wires situated on the premises but not owned by the Declarant, the right and easement to use the same shall be included as part of the Common Elements.

(4) The Land and any recreational facilities on the premises of the Condominium, lawns, gardens, roads, walks, pathways, parking and other improved areas not within the Units as may be included within the Condominium.

(5) All other items other than the Units, defined as the Common Area under Massachusetts General Laws, Chapter 183A and located on the Property.

(b) Limited Common Areas: The following portions of the Common Elements are Limited Common Areas assigned to the Units as stated:

(1) If any chute, flue, duct, wire, conduit, bearing wall, bearing column or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit

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is a Limited Common Area allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Area is a part of the Common Area.

(2) Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios and all exterior doors and windows or other fixtures designed to serve a single Unit, but located outside the Unit's boundaries, are Limited Common Areas allocated exclusively to that Unit.

(3) Stoops and steps at the entrances to each Building, which provide access to less than all Units, the use of which is limited to the Units to which they provide access.

(4) Parking spaces, the use of which is limited to the Units to which they are assigned as shown on the Survey and/or Plans.

(5) Attic space above each Unit, the use of which is limited to the Unit beneath it.

(6) Air conditioning components serving only one Unit, the use of which is limited to that Unit.

(c) Subsequent Allocation of Limited Common Areas: Except to the extent now or hereafter reserved by the Declarant as a Reserved Right, no portion of the Common Area will be subsequently reallocated by the Declarant as a Limited Common Area, with the exception of the assigning of parking spaces.

Section 8.2 Determination of Undivided Interests in the Common Elements.

The owner of each Unit in the Condominium shall be entitled to the undivided interest in the Common Elements of the Condominium as set forth in SCHEDULE C annexed hereto and incorporated by reference herein. At all times the total undivided interest in the Common Elements held by the Declarant or its successors in interest and all individual Unit Owners of the Condominium shall equal ONE (1). The undivided interests as set forth in SCHEDULE C annexed hereto are based upon the Land submitted as set forth in SCHEDULE A and all Buildings and Improvements constructed or to be constructed thereon. The undivided interests of all proposed Units at the point of completion of all contemplated Phases are as set forth in SCHEDULE D annexed hereto and incorporated by reference herein. Upon the addition to the Condominium of any subsequent Phase, the undivided interest of each Unit shall decrease proportionately to that interest shown in the amended SCHEDULE C so as to maintain the necessary total ownership of the Condominium at all times equal to ONE (1). The undivided interests of the respective Units in the Common Elements as set forth in SCHEDULE C and SCHEDULE D have been determined upon the basis of the appropriate relation which the fair market value of each Unit built or contemplated to be built on the date hereof bears to the aggregate fair market value of all said Units presently in the Condominium (SCHEDULE C) and all Units contemplated to be added to the Condominium subsequent hereto (SCHEDULE D).

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Section 8.3 Regulation of Common Elements. Use of the Common Elements shall be subject to the provisions of the Condominium Trust and the Rules and Regulations promulgated pursuant thereto, and shall be subject to assignment to the exclusive use of particular Unit Owners as Limited Common Areas as provided herein.

ARTICLE IX
BUILDING AND UNIT PLANS

Section 9.1 Building and Unit Plans. Simultaneously with the recording hereof, and from time to time hereafter, there will be recorded a set of Building Plans showing the Units in each Building and showing the layout, location, Unit numbers and dimensions of the Units, stating the designation of the Buildings, and bearing the verified statement of a registered architect or engineer certifying that the Plans fully and accurately depict the layout, location, Unit numbers and dimensions of the Units, as built. The initial Building Plans are dated April 15, 1988, drawn by Associated Architects, P.C.

At the time each Unit Deed is delivered by the Declarant to each Unit Owner, there will be recorded an as-built Plan of the Unit so conveyed. From time to time thereafter, as additional Buildings are constructed, and conveyance of the Units in those Buildings is sought by the Declarant, the Declarant will in accordance with the provisions of Massachusetts General Laws Chapter 183A and as required by this Master Deed, file additional Plans for each completed Building and each respective Unit contained therein.

ARTICLE X
PURPOSES AND RESTRICTIONS ON USE OF THE UNITS

Section 10.1 Purposes. The purposes for which the individual Units are intended to be used are as follows:

(a) Subject to Declarant's Rights as set forth in Article XX hereof, the individual Units are restricted to Single Family Residential use. No Unit may be used except as a Single Family Residence for the Owner thereof, or their lessees as hereinafter provided and the members of their immediate families. Single family use shall include home professional pursuits not requiring regular visits from the public or unreasonable levels of mail, shipping, trash, or storage requirements.

(b) The garages are intended solely for the noncommercial storage and use as parking space for noncommercial motor vehicles and for miscellaneous household storage.

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Section 10.2 Restrictions. The use of the individual Units of the Condominium are restricted as follows:

(a) Architectural Integrity: The architectural and structural integrity of the Buildings and the Units shall be preserved without modification, and to that end, without limiting the generality of the foregoing except as approved by the Declarant or the Trustees, no awning, screen, antenna, sign, banner, or other device, and no exterior or structural change, addition, projection, decoration, or other feature, shall be erected, placed upon, or attached to any such Unit or any part thereof; no addition to, change or replacement (except, so far as is practicable, with identical kind) of any exterior light, door knocker or other exterior hardware, exterior door or door frames shall be made, and no painting, attaching of decalcomania or other decoration shall be done on any exterior part of the surface of any Unit nor on the interior surface of any window, however the foregoing shall not restrict the rights of Units Owners to otherwise decorate the interiors of their Units as they may so desire.

(b) Pets: No Unit Owner shall have on the premises at any time more than one domestic animal (dog or cat only) as a pet. All other pets must be specifically approved by the Condominium Trustees in accordance with the Rules and Regulations of the Condominium Trust prior to their being brought onto the premises. No breeding of any pets shall take place in the Units or on the premises. Any such pet as shall be permitted on the premises shall be cared for in a manner consistent with the Rules and Regulations of the Condominium Trust, and shall in no event be cared for in a manner which will interrupt or interfere with the quiet enjoyment of other Unit Owners in the Condominium or detract from the beauty and integrity of the Condominium as a whole.

(c) Personalty: No Unit Owner shall allow items of his or her personal property to remain on or in the Common Area or Limited Common Areas appurtenant to his/her Unit when not in use by the Unit Owner or a member of the Owner's immediate family. As an exception thereto, any Unit Owner is permitted to leave patio furniture, grills, and other appropriate patio furnishings on his/her patio and within the confines of the Limited Common Area to which he/she has been granted an easement by this Master Deed or the Unit Deed. The regulation of the use of personalty in the Common Area is within the exclusive control of and subject to the restrictions and Rules and Regulations promulgated under the terms of the Condominium Trust.

(d) Investor Units: Each Unit Owner and their successors in title shall be required to declare under the pains and penalties of perjury at the time of execution of the agreement for the purchase of their unit and as from time to time requested by the Trustees to declare whether or not they, or a member of their immediate family are to occupy their Unit. From time to time Units may be held for investment and therefore be occupied by lessees of the Unit Owners. The total number of so-called Investor Units shall at no time exceed twenty (20%) percent of the total number of Units in the declared phases of the

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Condominium. When a Unit Owner wishes to rent his or her Unit, he/she will first be required to register his/her intent to do so with the Condominium Trustees. There will be no prohibition by the Trustees against the rental of Units by Unit Owners, provided the total number of the so-called Investor Units does not exceed twenty (20%) percent of the total number of Units in the Condominium at the time the request is made to the Trustees. Investor Units shall not be rented, let, leased, or licensed by other than the Owners thereof, their spouses, and/or their children for any term of less than six (6) months. Any such lease or use and occupancy agreement shall apply to the entire Unit and not to a portion thereof and shall specifically provide that the lease shall be subject in all respects to the provisions of this Master Deed, the SUFFIELD COMMONS CONDOMINIUM TRUST, and the Rules and Regulations promulgated pursuant thereto, and any failure by any lessee to comply with the terms of said documents shall constitute a default under such lease or tenancy; provided, however, the restrictions of this subsection shall not apply to any first mortgage lender in possession of an individual Unit following a default by a Unit Owner in his/her mortgage or to such lender holding title to an individual Unit by virtue of a mortgage foreclosure proceeding, deed or other agreement in lieu of foreclosure. Any lease or tenancy of an individual Unit shall be consistent with the Master Deed and Trust. The Trustees shall have the power to terminate such lease and bring Summary Process proceedings to evict a tenant in the name of the lessor thereunder in the event of failure by the lessee to perform any obligation in the lease or Condominium Instruments. Each lessee of a Unit shall be deemed to have attorned to the Trustee as landlord under the lease with respect to enforcement of any provision of the Condominium Instruments, provided no enforcement proceedings shall be undertaken against a lessee by the Trustees without prior written notice to the Unit Owner, and a reasonable opportunity given to the Unit Owner to cure any default or to enforce the provisions of the Condominium Instruments before the Trustees proceed with enforcement proceedings.

(e) No Unit shall be used or maintained in a manner contrary to or inconsistent with the SUFFIELD COMMONS CONDOMINIUM TRUST, and the Rules and Regulations promulgated pursuant thereto, and any and all other rules, regulations, and restrictions found in this Master Deed.

ARTICLE XI EXPENSES AND CHARGES, LIENS FOR SPECIAL CHARGES

Section 11.1 Common Expenses. Funds for payment of ordinary and necessary common expenses, creation of reserves for payment of future expenses and expenses of certain Improvements, replacements and additions to the extent said expenses are attributable to the Common Area, and administration of the Condominium and the Trust shall be Common Expenses and shall be obtained by assessments against all Unit Owners as Common Charges in proportion to their

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undivided interests in the Common Elements. Common Charges shall be due monthly on the first day of each month or as otherwise determined by the Trustees. There shall be a lien for unpaid Common Charges as set forth and enforceable as provided in Chapter 183A, Section 6.

Section 11.2 Special Expenses. These expenses shall include those associated with the maintenance, repair or replacement of Limited Common Areas. Funds for the payment of these expenses shall be obtained by assessment of Special Charges against the Unit Owner or Owners to whom they are attributable. Special Charges shall be due and payable within thirty (30) days of presentation by the Trustees to the Unit Owner or Owners of a bill itemizing these expenses. If Special Charges are unpaid, they shall constitute a lien on the Unit in favor of the Trust for the benefit of all the Unit Owners and shall be a continuing lien upon the Unit against which such Special Charge is assessed, which lien shall exist from the date of such assessment until paid. Such liens shall be enforced as a deed restriction pursuant to Chapter 184, Sections 26 et seq. of the Massachusetts General Laws. The lien shall bind such Unit in the hands of the Unit Owner, his/her successors, heirs, devisees, personal representatives, and assigns and shall exist from the due date of the assessment; and it is further provided that (a) a mortgagee or purchaser at a foreclosure sale shall be liable for, and such property shall be subject to, a lien for payment of Special Charges assessed prior to foreclosure, (b) said Unit Owner or his/her heirs, successors, devisees, personal representatives or assigns who acquire such property and obtain a certificate of payment of assessments pursuant to Sections 5.4(3) and 5.4(11) of the Declaration of Trust shall not be liable for any unpaid amount in excess of the amount set forth therein, (c) the lien shall be junior to any lien for Common Charges and any lien senior to the lien for Common Charges, and (d) if there is more than one lien for Special Charges on the same Unit, all such liens for Special Charges shall be of equal priority. The proceeds of assessments for Special Charges may be commingled with other funds held by the Trust, but shall be accounted for separately from Common Charges on a Unit-by-Unit basis and shall not constitute common profits, except to the extent Special Charges represent fines, penalties, or liquidated Special Charges imposed against individual Unit Owners for breaches of the Trust Rules and Regulations, or interest and late charges attributable to delinquent payment of charges. Any proceeds of assessments for Special Charges remaining after the payment of Special Expenses, except such proceeds as are to be included in Common Profits shall be credited to future Special Charges which may be assessed to a Unit or shall be repaid to the Owner of such Unit at the option of such Unit Owner. Any Common Expense for services provided by the Trust to an individual Unit at the request of the Unit Owner shall be assessed against the Unit which benefits from such service. Any insurance premium increases attributable to a particular Unit by virtue of activities in or construction of the Unit shall be assessed against that Unit. Assessments to pay a judgement against the Trust may be made only against the Units declared to be a part of the Condominium at the time the judgement was rendered, in proportion to their then undivided interest in the Common Elements. If any Common Expense is caused by the negligent act or omission of any Unit Owner, the Trust may assess that expense exclusively against that Unit. Any expense associated with the

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maintenance, repair or replacement of air conditioners, patios, decks, detached garages and storage sheds shall be assessed against the Unit or Units to which that Limited Common Area is allocated. If any such Limited Common Area is allocated to more than one Unit, the expenses attributable to the Limited Common Area shall be assessed equally among the Units to which it is allocated. Expenses associated with the maintenance, repair or replacement of all other Limited Common Areas shall be assessed against each Unit in accordance with its undivided interest in the Common Elements.

ARTICLE XII COMMON PROFITS

Section 12.1 Common Profits. Common Profits shall (a) be distributed among the Unit Owners according to their undivided interests in the Common Elements, or (b) be credited to their Common Charges in accordance with their undivided interests in the Common Elements, or (c) be used for any other purposes as the Trustees decide.

ARTICLE XIII AMENDMENT OF THE MASTER DEED

Section 13.1 Amendment of the Master Deed. The Master Deed may be amended by the Declarant without the consent of the Unit Owners as long as the Declarant has ownership of at least One (1) Condominium Unit, or there remains an additional Phase to be added to the Condominium as contemplated herein, and thereafter, by the vote of at least seventy-five (75%) percent the Voting Power of the Trust, cast in person or by proxy at a meeting duly held in accordance with the provisions of the Rules and Regulations of the Condominium Trust, or in lieu of a meeting, any resolution as may be adopted by a writing signed by Unit Owners constituting seventy-five (75%) percent of the Voting Power of the Trust, unless a larger percentage is required by law.

Section 13.2 Affecting Individual Units. No instrument of amendment which alters the dimensions or boundaries of any Unit shall be of any force or effect unless the same has been signed by the Unit Owner and holder of any recorded first mortgage or purchase money mortgage on the Unit contemplated to be altered thereby.

Section 13.3 Approval by Mortgagees. No instrument of amendment affecting any Unit in a manner which impairs the security of a mortgage of record thereon held by a bank or insurance company or of a purchase money mortgage shall be of any force or effect unless the same has been assented to by such mortgage holder.

Section 13.4 Change of Undivided Interests in the Common Elements. No instrument of amendment which alters the amount of the undivided interest to which any Unit is entitled as set forth in SCHEDULE C or SCHEDULE D, except an

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amendment to include subsequent Phases as provided herein, shall be of any force or effect unless the same has been signed by the Owners of all Units and is recorded as an Amendment to the Master Deed.

Section 13.5 Inconsistent with Law. No instrument of amendment which alters this Master Deed in any manner rendering it contrary to or inconsistent with any requirement or provision of the Act shall be of any force or effect.

Section 13.6 Special Articles. Article XX of this Master Deed may not be amended without the consent of the Declarant until such time as the Declarant has divested itself of all individual Units in the Condominium or seven (7) years from the date of this instrument, whichever occurs sooner.

Section 13.7 Recordation of Amendments. Every amendment to this Master Deed shall be recorded in the Hampden County Registry of Deeds, and shall be effective only upon recordation.

ARTICLE XIV POWER OF ATTORNEY TO TRUSTEES

Section 14.1 Power of Attorney to Trustees. By acceptance of a Unit Deed or the exercise of any incidents of ownership, each Unit Owner grants to the persons who shall from time to time constitute the Trustees, an irrevocable Power of Attorney, coupled with an interest (a) to acquire title to or lease any Unit whose owner desires to surrender, sell, or lease the same, or which may be the subject of foreclosure or judicial sale, in the name of the Trust or its designees, corporate or otherwise, on behalf of all Unit Owners; (b) to convey, sell, lease, mortgage, and otherwise deal with any such Unit so acquired; (c) to sublease any Unit leased by the Trust; and (d) to negotiate and enter into any contracts and agreements, in the name of the Trust, the Trustees, the designee of the foregoing, corporate or otherwise, or the Unit Owners, for the supply of water, electricity, gas, and other utilities and services to the Condominium.

ARTICLE XV ACQUISITION OF UNITS BY THE CONDOMINIUM TRUST

Section 15.1 Acquisition of Units by the Condominium Trust. If (a) any Unit Owner shall convey to the Condominium Trust his Unit, together with its Appurtenant Interest, or (b) the Trustees shall purchase at a foreclosure or other judicial sale a Unit together with its Appurtenant Interest, or (c) the Trustees shall purchase a Unit, together with its Appurtenant Interest for use by a resident manager, then in any of such events, title to any such Unit, together with its Appurtenant Interest shall be acquired and held by the Trustees or their designee, corporate or otherwise, on behalf of all Unit Owners. The lease covering any Unit leased by the Trustees or their designee, corporate or otherwise, shall be held by the Condominium Trust or its designee on behalf of all Unit Owners in proportion to their respective undivided interests in the Common Elements.

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ARTICLE XVI
UNITS SUBJECT TO MASTER DEED, UNIT DEED,
THE CONDOMINIUM TRUST, AND THE RULES AND
REGULATIONS PROMULGATED THEREUNDER

Section 16.1 Units Subject to Condominium Instruments and Unit Deed. All of the Units and the present and future Owners of such Units of the Condominium, their tenants, mortgagees and occupants shall be subject to the provisions of this Master Deed, the Unit Deed and the Declaration of Trust, as may be adopted or amended from time to time. The acceptance of a Deed or Mortgage Deed of a Unit shall constitute an agreement that the provisions of this Master Deed, the Unit Deed and the Declaration of Trust as may be adopted or amended from time to time, are accepted and ratified by such Owner, and all such provisions shall be deemed and taken to be covenants running with the land, binding upon any person having at any time any interest or estate in such Unit as though such provisions were recited and stipulated at great length in each and every Deed, and binding upon any mortgagee or lien holder, tenant, visitor, servant, guest, licensee, or occupant of each such Unit.

Section 16.2 Promulgation of Rules and Regulations. The Trustees may promulgate Rules and Regulations from time to time regarding the use and occupancy of the Units, the Common Area, and Limited Common Areas, and the activities of the occupants therein.

ARTICLE XVII
TERMINATION

Section 17.1 Procedures for Removal from the Act. The Unit Owners may remove the Property from the provisions of the Act and the Condominium Instruments by recordation of an instrument to that effect containing the signatures of ninety (90%) percent of the Unit Owners, provided the holders of all liens affecting any of the Units consent or agree that their liens be transferred to an undivided interest in the Property and evidence said consent or agreement by recorded instrument.

Section 17.2 Tenants in Common After Removal. Upon the removal of the Property from the provisions of the Condominium Act and the Condominium Instruments, the Unit Owners shall be deemed to own the Property as tenants in common, with undivided interests in the same proportion as the undivided interests in the Common Elements previously owned by each such Owner.

Section 17.3 Resubmission. The removal of the Property provided for in this Article shall not bar the subsequent resubmission of the Property to the provisions of the Condominium Act.

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ARTICLE XVIII
ENCROACHMENTS

Section 18.1 General Easement. If any Unit now or hereafter encroaches upon any other Unit or upon a portion of the Common Elements, or if any portion of the Common Elements now or hereafter encroaches upon any Unit as a result of the settling or construction of a Building, or a Unit therein, or the alteration or repair of the Common Elements or a Building or a Unit therein, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building and/or the Unit exists.

Section 18.2 Reconstruction. If any part of the Condominium is partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and is then reconstructed as authorized by the Condominium Act, encroachment of any Unit on any Common Elements due to such reconstruction shall be permitted, and a valid easement for such encroachment and its maintenance shall exist so long as the Building stands.

Section 18.3 Easement for Service Facilities. Each Unit Owner shall have an easement in common with all other Unit Owners for access to and to use all pipes, wires, ducts, cables, conduits, utility lines, columns, supporting and sheltering structural members, and other like facilities located in any of the other Units or in the Common Area and serving his Unit. Each Unit and the Common Area shall be subject to an easement in favor of other Unit Owners for access to and the use of the pipes, ducts, cables, wires, flues, conduits, utility lines, sewer lines, and other facilities serving other Units or the Common Area and located in each such Unit. In addition, each Unit shall be subject to and shall have such easements of support and shelter from and over such other Units and the Common Area as may be necessary for the quiet enjoyment of such Unit. If such access rights must be exercised for the purpose of repair or replacement, then the expense therefore shall either be assessed as a Special Charge or Common Charge in accordance with the Condominium Instruments. All Limited Common Areas shall be subject to an easement in favor of each Unit to which they are appurtenant for purposes of reasonable access to portions of such Unit or the appurtenances thereof where reasonable access exists only by passing through the Common Area or Limited Common Areas. The Trustees shall have the right of reasonable access to each Unit and the Limited Common Areas appurtenant thereto or elsewhere in the Building to inspect, maintain, repair or replace the foregoing fixtures.

ARTICLE XIX
NO SEVERANCE OF OWNERSHIP

Section 19.1 General. No Unit Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interests, it being the intention to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more such interests, without including all such

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interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer, or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer or such other disposition of such part of the Appurtenant Interests of all Units, as provided by the Condominium Act.

Section 19.2 Time-Sharing Plan. No interest in a Unit or possessory right to a Unit may be conveyed under a time-sharing or other similar plan.

ARTICLE XX DECLARANT'S RIGHTS RESERVED

Section 20.1 Models. As long as the Declarant is a Unit Owner, the Declarant and its duly authorized agents, representatives and employees may maintain model Units and/or sales offices in any Unit or Units or in other structures or vehicles owned by the Declarant, or elsewhere within the Common Area of the Condominium. The Declarant reserves the right to remove all fixtures, equipment, furnishings, materials and supplies used in connection with such sales offices and/or model Units.

Section 20.2 Construction; Declarant's Easement. The Declarant reserves the right to perform such warranty work, repairs and construction work, and to store materials in secure areas in Units and Common Elements as required in the development, marketing, and management during such development, or as may be required by law, or pursuant to a contractual agreement between the Declarant and a Contract purchaser of a Unit or a Unit Owner, or as the Declarant may deem necessary to make the Improvements conform to the Condominium Instruments. The Declarant shall have the right to control all such work and repairs, and the right of access thereto. Until completion of the Condominium, all such work may be performed by the Declarant without the consent or approval of the Trustees or Unit Owners. The Declarant has such an easement through the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations or exercising Declarant's Rights, whether arising under the Act or reserved in this Master Deed.

Section 20.3 Signs and Marketing. The Declarant reserves the right to post signs and displays in the Common Elements to promote sales of Units and to conduct general sales activities in such manner as will not unreasonably disturb the rights of Unit Owners.

Section 20.4 Actions Detrimental to Sales. So long as the Declarant owns one Unit for sale in the ordinary course of business, no action may be taken by the Trust or any Unit Owner that would be detrimental to the sales of Units by the Declarant without written agreement thereto by the Declarant; provided that an increase in assessments for Common Expenses or imposition of any Special Assessment without discrimination against the Declarant shall not be deemed to be detrimental to the sale of Units.

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Section 20.5 Management Personal Property. The Declarant reserves the right to retain all personal property and equipment used in sales, management, construction and maintenance of the Property that has not been purchased or otherwise acquired by the Trust. The Declarant reserves the right to remove from the Property any and all goods and improvements used in development, marketing, maintenance and construction, whether or not they have become fixtures.

Section 20.6 Further Rights Reserved. The Declarant reserves the following additional rights:

- (a) The right, but not the obligation, to add all or any portion of the additional Land as set forth in SCHEDULE B, including any improvements thereon, to the Condominium at such time or times and in such portions as the Declarant, in its sole discretion shall determine;
- (b) The right, but not the obligation, to create Units, Common Elements and Limited Common Areas in accordance with SCHEDULE D in the locations shown as "Additional Land" on the Site Plans at such time or times and in such portions as the Declarant, in its sole discretion shall determine; however, the Declarant may not create more than 305 Units under this Master Deed and any amendment hereto.
- (c) The right to reserve additional development rights pursuant to the Act within any additional Land actually added to the Condominium.
- (d) Rights set forth in Subsections (a), (b), and (c) above, may be exercised at any time, but not more than seven (7) years after the recording of the initial Master Deed.

Section 20.7 Phasing of Declarant's Rights. Any Declarant's right may be exercised with respect to different parcels of the Land or additional Land at different times, and no assurances are made by the Declarant regarding the boundaries of those portions or the order in which those portions may be subjected to the exercise of the Declarant's Rights.

Section 20.8 Declarant's Control of the Trust. The Declarant hereby reserves the right to determine the identity and number of the original Trustees of the SUFFIELD COMMONS CONDOMINIUM TRUST until ninety (90) days after the date upon which the Declarant shall own less than twenty-five (25%) percent of the Voting Power of the Units described in this Master Deed, or if earlier, upon the date which is seven (7) years after the date of recording of the initial Master Deed.

ARTICLE XXI CONDEMNATION

Section 21.1 Without Effect on Units. If part of the Condominium is taken or condemned by any authority having the power of eminent domain such that no Unit nor Limited Common Area appurtenant thereto is taken, all compensation and damages for and on account of the taking of the Common Area or any portion

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thereof shall be payable to the Unit Owners and mortgagees according to their respective undivided interests in the Common Elements. The Trust, acting through the Trustees, shall have the right to act on behalf of the Unit Owners with respect to the negotiation and litigation of the issues pertaining to the taking and compensation affecting the Common Area, without limitation on the right of the Unit Owners to represent their own interests. If the condemnation award does not allocate consequential damages to specific Unit Owners, but by its terms includes an award for reduction in value of Units without such allocation, the award shall be divided between the Unit Owners and the Trust as their interests may appear by arbitration in accordance with the rules of the American Arbitration Association.

Section 21.2 With Effect on Units. If part or all of the Condominium is taken or condemned by any authority having the power of eminent domain, such that any Unit or a part thereof (including Limited Common Areas allocated to any Unit) is taken, the Unit Owners directly affected by such taking shall represent and negotiate for themselves with respect to the damages affecting their respective Units, or personal improvements therein, and Limited Common Areas appurtenant thereto. The Trustees may act on behalf of the Unit Owners with respect to the Common Area and proceeds shall be payable as outlined within the Trust, however, nothing herein shall prevent Unit Owners from joining in condemnation proceedings and petitioning on their own behalf for consequential damages relating to loss of value of their Units, exclusive of damages relating to the Common Area. The awards made on account of taking or condemnation of any Unit or part thereof shall be distributed first to restore the Units and Common Area on the remaining Land of the Condominium in the same manner as provided for restoration under the Declaration of Trust, attempting, to the extent possible to rebuild Buildings containing new Units of the same number, size and basic plan as the Units taken, with any excess award distributed in accordance with the provisions of the Declaration of Trust. If the Trustees determine that such a taking so removes Land and Buildings containing Units so that they cannot effectively be restored or replaced substantially in compliance with the Building Plans, and after a Vote, fewer than seventy-five (75%) percent of the Unit Owners and holders of first mortgages encumbering seventy-five (75%) percent of the Voting Power of the Trust subject to mortgages accept an alternative plan, then the Trustees shall submit the issue to arbitration in accordance with the Rules of the American Arbitration Association for remedies with respect to the continued existence or reformation of the Condominium, the division of the award as to the taken and remaining Units, and such other remedies as may be required.

ARTICLE XXII MORTGAGEE PROTECTION

Section 22.1 Introduction. This Article establishes certain standards and covenants which are for the benefit of the holders of certain Security Interests and others, as identified in Section 22.2. This Article is supplemental to, and not in substitution for, other provisions of the Condominium Instruments, but in the case of conflict, this Article shall control.

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Section 22.2 Definitions. As used in this Article, the following terms are defined:

(a) Eligible Mortgagee: The holder of a first Security Interest on a Unit who has notified the Trust, in writing, of its name and address, and that it holds a mortgage on a Unit. Such notice shall be deemed to include a request that the Eligible Mortgagee be given notices and other rights described in this Article.

(b) Eligible Insurer: An insurer or guarantor of a first mortgage who has notified the Trust in writing of its name and address and that it has insured or guaranteed a first mortgage on a Unit. Such notice shall be deemed to include a request that the Eligible Insurer be given the notices and other rights described in this Article.

(c) Percentage of Eligible Mortgagees: Wherever in this Article the approval or consent of a specified percentage of Eligible Mortgagees is required, it shall mean the approval or consent by Eligible Mortgagees holding mortgages on Units which in the aggregate have allocated to them such specified percentage when compared to the total allocated to all Units then subject to mortgages held by Eligible Mortgagees.

Section 22.3 Notice of Actions. The Trust shall give prompt written notice to each Eligible Mortgagee and Eligible Insurer of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first mortgage held, insured, or guaranteed by such Eligible Mortgagee or Eligible Insurer, as applicable.

(b) Any delinquency in the payment of Common Charges owed by a Unit Owner whose Unit is subject to a first mortgage held, insured, or guaranteed, by such Eligible Mortgagee or Eligible Insurer, which remains outstanding for a period of sixty (60) days.

(c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Trust.

(d) Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in Section 22.4.

(e) Any judgement rendered against the Trust.

Section 22.4 Prior Consent Required.

(a) Document Changes: Notwithstanding any lower requirement permitted by this Master Deed or the Act, no amendment of any material provision of the Condominium Instruments by the Trust or Unit Owners described in this Subsection

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22.4(a) may be adopted without the vote of at least sixty-seven (67%) percent of the Unit Owners (or any greater Unit Owner vote required in this Master Deed or the Act) and until approved in writing by at least fifty-one (51%) percent of the Eligible Mortgagees (or any greater Eligible Mortgagee approval required by this Master Deed). Material includes, but is not limited to, any provision affecting:

- (1) The manner of making assessments, assessment liens or subordination of assessment liens;
- (2) Voting rights;
- (3) The manner of establishing reserves for maintenance, repair and replacement of Common Elements;
- (4) Responsibility for maintenance and repairs;
- (5) Reallocation of interests in the Common Area or Limited Common Areas;
- (6) Rights to use the Common Area and Limited Common Areas;
- (7) Boundaries of Units;
- (8) Convertibility of Units into Common Elements or Common Elements into Units;
- (9) Expansion or contraction of the Condominium, or the addition, annexation or withdrawal of Property to or from the Condominium, except for the addition of all Phases contemplated hereunder;
- (10) Insurance or fidelity bonds;
- (11) Leasing of Units;
- (12) Imposition of additional restrictions on a Unit Owner's right to sell or transfer his or her Unit;
- (13) Establishment of self-management when professional management previously existed and had been required previously by an Eligible Mortgagee of a Unit;
- (14) Restoration or repair of the Property (after a hazard damage or partial condemnation) in a manner other than that specified in the Condominium Instruments;
- (15) Termination of the Condominium after occurrence of substantial destruction or condemnation; and

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(b) Actions: Notwithstanding any lower requirement permitted by this Master Deed or the Act, the Trust may not take any of the following actions without the approval of at least fifty-one (51%) percent of the Eligible Mortgagees:

- (1) Convey or encumber the Common Elements or any portion thereof (as to which an eighty (80%) percent Eligible Mortgagee approval is required). The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium shall not be deemed a transfer within the meaning of this clause;
- (2) The establishment of self-management when professional management had been required previously by any Eligible Mortgagee.
- (3) The restoration or repair of the Property (after a hazard damage or partial condemnation) in a manner other than that specified in the Instruments;
- (4) Termination of the Condominium (as to which a ninety (90%) percent Eligible Mortgagee approval is required);
- (5) The alteration of any partition or creation of any aperture between adjoining Units (when Unit boundaries are not otherwise being affected), in which case only the Owners of Units affected and Eligible Mortgagees of those Units need approve the action;
- (6) The merger of this Condominium with any other Condominium, except if pursuant to the exercise of a Declarant's Right;
- (7) The creation of any additional Improvements on any portion of the Common Elements, subject to any Declarant's Rights;
- (8) The granting of any easements, leases, licenses and concessions through or over the Common Elements (excluding, however, any utility easements serving or to serve the Condominium and excluding any leases, licenses, or concessions for no more than one year);
- (9) The assignment of the future income of the Trust, including its right to receive Common Charges; and
- (10) Any action taken not to repair or replace the Property.

(c) The Trust may not change the period for collection of regularly budgeted Common Charges to other than monthly without the consent of all Eligible Mortgagees.

Section 22.5 Inspection of Books. The Trustees shall permit any Eligible Mortgagee and Eligible Insurer to inspect the books and records of the Trust during normal business hours.

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Section 22.6 Financial Statements. The Trustees shall provide a copy of an annual financial statement for the preceding fiscal year of the Trust to each Eligible Mortgagee and each Eligible Insurer who submits a written request for such financial statement. Such financial statement shall be audited by an independent certified public account, if:

- (a) The Condominium contains fifty (50) or more Units; or
- (b) If the Condominium contains less than fifty (50) Units, and any Eligible Mortgagee requests it, in which case the Eligible Mortgagee shall bear the cost of the audit.

Section 22.7 Enforcement. The provisions of this Article are for the benefit of Eligible Mortgagees and Eligible Insurers and their successors, and may be enforced by any of them by any available means, at law or in equity.

Section 22.8 Attendance at Meetings. Any representative of an Eligible Mortgagee or Eligible Insurer may attend any meeting which a Unit Owner may attend.

Section 22.9 Limitation on Trust's Authority. Notwithstanding the above and provided that in every case the requirements of Article XIII hereof and Subsection 5(b) of the Act have been satisfied, unless at least seventy-five (75%) percent of the first mortgagees of the Condominium Units (based upon one vote for each first mortgage owned or held) or Unit Owners (excluding Declarant) have given their prior written approval, the Trust shall not be empowered or entitled:

- (1) to partition or subdivide any of the Condominium Units, or change the boundaries of any Unit, or change the allocation of Limited Common Areas pertaining thereto;
- (2) by act or omission, to seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements (excluding the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements);
- (3) to use hazard insurance proceeds for loss to the Improvements other than to repair, replace or reconstruct such Improvements, except as otherwise provided herein in the case of substantial loss of the Property; or
- (4) to change the pro-rated interest or obligation of any individual Condominium Unit for the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards.

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ARTICLE XXIII
MISCELLANEOUS

Section 23.1 Invalidity. Invalidity of any provision of the Condominium Instruments shall not be deemed to impair or affect in any manner the validity, enforceability, or effect of the remainder of the Condominium Instruments, and, in such event, all of the other provisions of the Condominium Instruments shall continue in full force and effect as if such invalid provision had never been included therein.

Section 23.2 Waiver. No provision contained in the Condominium Instruments shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 23.3 Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Master Deed nor the intent of any provisions hereof.

Section 23.4 Gender. The use of the masculine gender refers to the feminine and neuter genders and the use of singular includes the plural, and vice versa, whenever the context of the Condominium Instruments so require.

Section 23.5 Conflicts. The Condominium Instruments are set forth to comply with the requirements of Chapter 183A of the General Laws of the Commonwealth of Massachusetts in effect upon the date of execution of the Condominium Instruments and any future amendments thereto which are specifically made retroactive in application. In case any provisions stated within the Condominium Instruments are in conflict with the provisions of said statute, the provisions of said statute shall control. In the event of any conflict between this Master Deed and other Condominium Instruments, this Master Deed shall control.

Section 23.6 Applicable Law. This Master Deed and all other Condominium Instruments pertaining to the SUFFIELD COMMONS CONDOMINIUM shall be interpreted under the Laws of the Commonwealth of Massachusetts.

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IN WITNESS WHEREOF, Andover Residential Development Trust has caused these presents to be executed in its behalf as a sealed instrument by its Trustees, this 15th day of April in the year, 1988.

ANDOVER RESIDENTIAL DEVELOPMENT TRUST

By: [Signature]
ROBERT A. MARCANTONIO, Trustee

By: [Signature]
STEVEN P. SCHWARTZ, Trustee

By: [Signature]
TERRY SUPPLE, Trustee

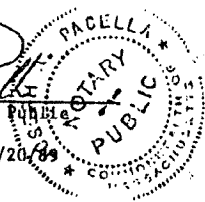
COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

April 15, 1988

Then personally appeared the above named Robert A. Marcantonio, Steven P. Schwartz and Terry Supple, Trustees, and acknowledged the foregoing to be the free act and deed of ANDOVER RESIDENTIAL DEVELOPMENT TRUST, before me.

[Signature]
JOSEPH A. PACELLA, Notary Public
My Commission Expires: 10/20/89



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REGISTER OF DEEDS

SCHEDULE A
LAND SUBMITTED TO THE CONDOMINIUM

PHASE I

A certain parcel of land situated in Agawan, Hampden County, Massachusetts, as shown on a Plan entitled "Survey Map - Suffield Commons Condominium" drawn by Igor Vechesloff, dated April 11, 1988, recorded in the Hampden County Registry of Deeds in Book of Plans 255, Page 120, bounded and described as follows:

BEGINNING at a point on the easterly line of Suffield Street (Route 75), said point being southerly a distance of Four Hundred Forty Eight and 93/100 (448.93) feet from an iron pin at the point of intersection of the southwesterly boundary of land of Western Massachusetts Electric Company and the easterly line of Suffield Street (Route 75) and running thence:

- | | |
|-------------------|---|
| S. 71° 14' 40" E. | a distance of four hundred thirty and 00/100 (430.00) feet along other land of the Declarant to a point; thence |
| S. 18° 45' 20" W. | a distance of four hundred eighty and 27/100 (480.27) feet along other land of the Declarant to a point; thence |
| N. 71° 14' 40" W. | a distance of three hundred one and 00/100 (301.00) feet along other land of the Declarant to a point; thence |
| N. 18° 45' 20" E. | a distance of thirty five and 00/100 (35.00) feet along other land of the Declarant to a point; thence |
| N. 71° 14' 40" W. | a distance of eighteen and 00/100 (18.00) feet along other land of the Declarant to a point; thence |
| N. 18° 45' 20" E. | a distance of thirty and 00/100 (30.00) feet along other land of the Declarant to a point; thence |
| N. 71° 14' 40" W. | a distance of one hundred eleven and 00/100 (111.00) feet along other land of the Declarant to a point on the easterly line of Suffield Street (Route 75); thence |
| N. 18° 45' 20" E. | a distance of four hundred fifteen and 27/100 (415.27) feet along the easterly line of Suffield Street (Route 75) to the point of beginning. |

Said parcel being approximately 4.56 acres.

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BEING a portion of the premises conveyed to ANDOVER RESIDENTIAL DEVELOPMENT TRUST by deed of RALPH DePALMA and JOSEPH A. PACELLA dated March 16, 1987 as recorded in the Hampden County Registry of Deeds in Book 6418, Page 136.

SUBJECT TO a mortgage to HERITAGE - NIS BANK FOR SAVINGS dated March 16, 1987 as recorded in the Hampden County Registry of Deeds in Book 6418, Page 141.

SUBJECT TO a mortgage to RALPH DePALMA and JOSEPH A. PACELLA dated March 16, 1987 recorded as aforesaid in Book 6418, Page 150.

SUBJECT TO financing statements in favor of HERITAGE - NIS BANK FOR SAVINGS recorded as aforesaid in Book 6418, Pages 157, 159 and 161, and also in Book 6420, Page 302.

SUBJECT TO the provisions of the ORDER OF CONDITIONS issued by the AGAWAM CONSERVATION COMMISSION dated February 19, 1987 and recorded as aforesaid in Book 6393, Page 262.

SUBJECT TO a taking by the Town of Agawam for the layout of Suffield Street dated August 18, 1969 as set forth in Book 3451, Page 230; Book 3508, Page 40; and Book of Plans 111, Pages 1 through 20, as recorded at the Hampden County Registry of Deeds.

SUBJECT TO rights of NORTHEASTERN GAS TRANSMISSION COMPANY as set forth in an instrument dated March 1, 1951 and recorded as aforesaid in Book 2102, Page 79.

SUBJECT TO rights of TENNESSEE GAS TRANSMISSION COMPANY as set forth in an instrument dated February 13, 1960 and recorded as aforesaid in Book 2729, Page 439.

TOGETHER with rights reserved in the deed from AUGUST BONOMI, et al to WESTERN MASSACHUSETTS ELECTRIC COMPANY dated May 11, 1966 and recorded as aforesaid in Book 3184, Page 658.

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SCHEDULE B

ADDITIONAL LAND CONTEMPLATED TO
BE SUBMITTED IN SUBSEQUENT PHASES

Two (2) certain parcels of land situated in Agawam, Hampden County, Massachusetts, as shown on Plans entitled "Survey Map - Suffield Commons Condominium" drawn by Igor Vechesloff, dated April 11, 1988, recorded in the Hampden County Registry of Deeds in Book of Plans 255, Pages 120 and 121, bounded and described as follows:

PARCEL A:

BEGINNING at an iron pin in the easterly line of Suffield Street (Route 75), said iron pin being at the intersection of the southwesterly line of land of Western Massachusetts Electric Company and the easterly line of Suffield Street (Route 75), and thence running:

- | | |
|-------------------|--|
| S. 53° 59' 50" E. | a distance of four hundred sixty-three and 12/100 (463.12) feet, more or less, along land of Western Massachusetts Electric Company to an iron pin; thence |
| S. 18° 17' 17" E. | a distance of one thousand five hundred twenty-four and 68/100 (1524.68) feet, more or less, along land of Western Massachusetts Electric Company to a monument; thence |
| S. 75° 02' 13" W. | a distance of forty-six and 43/100 (46.43) feet along land of the Tennessee Gas Transmission Company to an iron pin; thence |
| N. 77° 50' 17" W. | a distance of six hundred eighty-seven and 21/100 (687.21) feet along land of the Tennessee Gas Transmission Company to an iron pin; thence |
| N. 77° 38' 17" W. | a distance of six hundred forty and 24/100 (640.24) feet, more or less, along land of the Tennessee Gas Transmission Company to an iron pin on the easterly line of Suffield Street (Route 75); thence |
| N. 18° 10' 20" E. | a distance of three hundred twenty and 08/100 (320.08) feet along the easterly line of Suffield Street (Route 75) to an iron pin; thence |
| N. 18° 45' 20" E. | a distance of three hundred forty-six and 00/100 (346.00) feet along the easterly line of Suffield Street (Route 75) to a point; thence |

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- S. 71° 14' 40" E. a distance of one hundred eleven and 00/100 (111.00) feet along the southwesterly boundary of Phase I of the Suffield Commons Condominium to a point; thence
- S. 18° 45' 20" W. a distance of thirty and 00/100 (30.00) feet along the northwesterly boundary of Phase I of the Suffield Commons Condominium to a point; thence
- S. 71° 14' 40" E. a distance of eighteen and 00/100 (18.00) feet along the southwesterly boundary of Phase I of the Suffield Commons Condominium to a point; thence
- S. 18° 45' 20" W. a distance of thirty-five and 00/100 (35.00) feet along the northwesterly boundary of Phase I of the Suffield Commons Condominium to a point; thence
- S. 71° 14' 40" E. a distance of three hundred one and 00/100 (301.00) feet along the southwesterly boundary of Phase I of the Suffield Commons Condominium to a point; thence
- N. 18° 45' 20" E. a distance of four hundred eighty and 27/100 (480.27) feet along the southeasterly boundary of Phase I of the Suffield Commons Condominium to a point; thence
- N. 71° 14' 40" W. a distance of four hundred thirty and 00/100 (430.00) feet along the northeasterly boundary of Phase I of the Suffield Commons Condominium to a point on the easterly line of Suffield Street (Route 75); thence
- N. 18° 45' 20" E. a distance of four hundred forty-eight and 93/100 (448.93) feet along the easterly line of Suffield Street (Route 75) to the point of beginning.

Said parcel containing approximately 24.41 acres.

PARCEL B:

BEGINNING at an iron pin at the southeast corner of land of Western Massachusetts Electric Company, said iron pin being on the northerly boundary of land of the Tennessee Gas Transmission Company and thence running:

- N. 18° 17' 17" W. a distance of one thousand five hundred one and 18/100 (1501.18) feet along the easterly boundary of land of Western Massachusetts Electric Company to an iron pin; thence

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- S. 61° 00' 19" E. a distance of four hundred seventy-seven and 585/1000 (477.585) feet along the southwesterly boundary of land of Ralph DePalma and Joseph A. Pacella to an iron pin; thence
- S. 39° 06' 17" E. a distance of seven hundred twenty-three and 44/100 (723.44) feet along the southwesterly boundary of land of Ralph DePalma and Joseph A. Pacella to an iron pin; thence
- S. 50° 48' 56" W. a distance of one hundred and 275/1000 (100.275) feet along the northwesterly boundary of land of Ralph DePalma and Joseph A. Pacella to an iron pin; thence
- N. 76° 48' 47" W. a distance of sixty-nine and 52/100 (69.52) feet, more or less, along the northerly line of land of Tennessee Gas Transmission Company to an iron pin; thence
- S. 08° 48' 43" W. a distance of five hundred forty-four and 88/100 (544.88) feet along the westerly boundary of land of Tennessee Gas Transmission Company to an iron pin; thence
- S. 75° 02' 13" W. a distance of one hundred eighty and 195/1000 (180.195) feet, more or less, along the northerly boundary of land of Tennessee Gas Transmission Company to the point of beginning.

BOTH PARCEL A AND PARCEL B:

BEING a portion of the premises conveyed to ANDOVER RESIDENTIAL DEVELOPMENT TRUST by deed of RALPH DePALMA and JOSEPH A. PACELLA dated March 16, 1987 as recorded in the Hampden County Registry of Deeds in Book 6418, Page 136.

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SUBJECT TO the provisions of the ORDER OF CONDITIONS issued by the AGAWAM CONSERVATION COMMISSION dated February 19, 1987 and recorded as aforesaid in Book 6393, Page 262.

SUBJECT TO a taking by the Town of Agawam for the layout of Suffield Street dated August 18, 1969 as set forth in Book 3451, Page 230; Book 3508, Page 40; and Book of Plans 111, Pages 1 through 20, as recorded at the Hampden County Registry of Deeds.

SUBJECT TO rights of NORTHEASTERN GAS TRANSMISSION COMPANY as set forth in an instrument dated March 1, 1951 and recorded as aforesaid in Book 2102, Page 79.

SUBJECT TO rights of TENNESSEE GAS TRANSMISSION COMPANY as set forth in an instrument dated February 13, 1960 and recorded as aforesaid in Book 2729, Page 439.

TOGETHER with rights reserved in the deed from AUGUST BONOMI, et al to WESTERN MASSACHUSETTS ELECTRIC COMPANY dated May 11, 1966 and recorded as aforesaid in Book 3184, Page 658.

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SCHEDULE C

UNIT DESIGNATIONS, LOCATIONS AND UNDIVIDED INTERESTS IN THE COMMON
ELEMENTS OF THE CONDOMINIUM.

<u>UNIT DESIGNATION & LOCATION</u>	<u>UNDIVIDED INTEREST IN THE COMMON ELEMENTS</u>
<u>BUILDING #5 (PHASE I)</u>	
Unit 33	.03125
Unit 34	.03125
Unit 35	.03125
Unit 36	.03125
Unit 37	.03125
Unit 38	.03125
Unit 39	.03125
Unit 40	<u>.03125</u>
BUILDING TOTAL OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS	.25000
<u>BUILDING #6 (PHASE I)</u>	
Unit 41	.03125
Unit 42	.03125
Unit 43	.03125
Unit 44	.03125
Unit 45	.03125
Unit 46	.03125
Unit 47	.03125
Unit 48	<u>.03125</u>
BUILDING TOTAL OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS	.25000

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UNIT DESIGNATION & LOCATION	UNDIVIDED INTEREST IN THE COMMON ELEMENTS
<u>BUILDING #11 (PHASE I)</u>	
Unit 81	.03125
Unit 82	.03125
Unit 83	.03125
Unit 84	.03125
Unit 85	.03125
Unit 86	.03125
Unit 87	.03125
Unit 88	<u>.03125</u>
BUILDING TOTAL OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS	.25000

<u>BUILDING #12</u>	
Unit 89	.03125
Unit 90	.03125
Unit 91	.03125
Unit 92	.03125
Unit 93	.03125
Unit 94	.03125
Unit 95	.03125
Unit 96	<u>.03125</u>
BUILDING TOTAL OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS	.25000

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BUILDING SUMMARY OF SCHEDULE C

BUILDING #5 (I)	.25000
BUILDING #6 (I)	.25000
BUILDING #11 (I)	.25000
BUILDING #12 (I)	<u>.25000</u>
TOTAL UNDIVIDED INTEREST IN THE COMMON ELEMENTS	1.00000

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SCHEDULE D

UNIT DESIGNATIONS, LOCATIONS AND UNDIVIDED INTERESTS IN THE COMMON
ELEMENTS AFTER COMPLETION OF ALL CONTEMPLATED PHASES OF THE CONDOMINIUM.

<u>UNIT DESIGNATION & LOCATION</u>	<u>UNDIVIDED INTEREST IN THE COMMON ELEMENTS</u>
<u>BUILDING #1</u>	
Unit 1	.00339
Unit 2	.00339
Unit 3	.00339
Unit 4	.00339
Unit 5	.00339
Unit 6	.00339
Unit 7	.00339
Unit 8	<u>.00339</u>
BUILDING TOTAL OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS	.02712
<u>BUILDING #2</u>	
Unit 9	.00339
Unit 10	.00339
Unit 11	.00339
Unit 12	.00339
Unit 13	.00339
Unit 14	.00339
Unit 15	.00339
Unit 16	<u>.00339</u>
BUILDING TOTAL OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS	.02712

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<u>UNIT DESIGNATION & LOCATION</u>		<u>UNDIVIDED INTEREST IN THE COMMON ELEMENTS</u>
<u>BUILDING #3</u>		
Unit 17	.....	.00339
Unit 18	.....	.00339
Unit 19	.....	.00339
Unit 20	.....	.00339
Unit 21	.....	.00339
Unit 22	.....	.00339
Unit 23	.....	.00339
Unit 24	.....	<u>.00339</u>
BUILDING TOTAL OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS		.02712

<u>BUILDING #4</u>		
Unit 25	.....	.00339
Unit 26	.....	.00339
Unit 27	.....	.00339
Unit 28	.....	.00339
Unit 29	.....	.00339
Unit 30	.....	.00339
Unit 31	.....	.00339
Unit 32		<u>.00339</u>
BUILDING TOTAL OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS		.02712

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<u>UNIT DESIGNATION & LOCATION</u>		<u>UNDIVIDED INTEREST IN THE COMMON ELEMENTS</u>
<u>BUILDING #5</u>		
Unit 33	.....	.00339
Unit 34	.....	.00339
Unit 35	.....	.00339
Unit 36	.....	.00339
Unit 37	.....	.00339
Unit 38	.....	.00339
Unit 39	.....	.00339
Unit 40	.....	<u>.00339</u>
BUILDING TOTAL OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS		.02712

<u>BUILDING #6</u>		
Unit 41	.....	.00339
Unit 42	.....	.00339
Unit 43	.....	.00339
Unit 44	.....	.00339
Unit 45	.....	.00339
Unit 46	.....	.00339
Unit 47	.....	.00339
Unit 48		<u>.00339</u>
BUILDING TOTAL OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS		.02712

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REGISTER OF DEEDS

<u>UNIT DESIGNATION & LOCATION</u>	<u>UNDIVIDED INTEREST IN THE COMMON ELEMENTS</u>
<u>BUILDING #7</u>	
Unit 49	.00286
Unit 50	.00286
Unit 51	.00286
Unit 52	.00286
Unit 53	.00286
Unit 54	.00286
Unit 55	.00286
Unit 56	<u>.00286</u>
BUILDING TOTAL OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS	.02288

<u>BUILDING #8</u>	
Unit 57	.00339
Unit 58	.00339
Unit 59	.00339
Unit 60	.00339
Unit 61	.00339
Unit 62	.00339
Unit 63	.00339
Unit 64	<u>.00339</u>
BUILDING TOTAL OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS	.02712

A TRUE PHOTOCOPY AS RECORDED IN
HAMPDEN COUNTY REGISTRY OF DEEDS
AND IT IS SO CERTIFIED



Bk 6808 Pgl68 #21429

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Printed: March 9, 2026 @ 13:55:07

ATTEST:

Chl A. Coakley-Rivera, Esq.

REGISTER OF DEEDS

<u>UNIT DESIGNATION & LOCATION</u>		<u>UNDIVIDED INTEREST IN THE COMMON ELEMENTS</u>
<u>BUILDING #9</u>		
Unit 65	.....	.00286
Unit 66	.....	.00286
Unit 67	.....	.00286
Unit 68	.....	.00286
Unit 69	.....	.00285
Unit 70	.....	.00286
Unit 71	.....	.00286
Unit 72	.....	<u>.00286</u>
BUILDING TOTAL OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS		.02287

<u>BUILDING #10</u>		
Unit 73	.....	.00286
Unit 74	.....	.00286
Unit 75	.....	.00286
Unit 76	.....	.00286
Unit 77	.....	.00285
Unit 78	.....	.00286
Unit 79	.....	.00285
Unit 80	.....	<u>.00286</u>
BUILDING TOTAL OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS		.02286

A TRUE PHOTOCOPY AS RECORDED IN
HAMPDEN COUNTY REGISTRY OF DEEDS
AND IT IS SO CERTIFIED



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ATTEST:

Chl A. Coakley-Rivera, Esq.

REGISTER OF DEEDS

<u>UNIT DESIGNATION & LOCATION</u>	<u>UNDIVIDED INTEREST IN THE COMMON ELEMENTS</u>
--	--

BUILDING #11

Unit 81	.00339
Unit 82	.00339
Unit 83	.00339
Unit 84	.00339
Unit 85	.00339
Unit 86	.00339
Unit 87	.00339
Unit 88	<u>.00339</u>

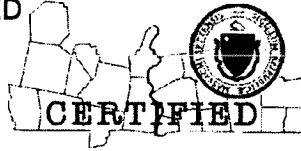
BUILDING TOTAL OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS	.02712
--	--------

BUILDING #12

Unit 89	.00339
Unit 90	.00339
Unit 91	.00339
Unit 92	.00339
Unit 93	.00339
Unit 94	.00339
Unit 95	.00339
Unit 96	<u>.00339</u>

BUILDING TOTAL OF UNDIVIDED INTEREST IN THE COMMON ELEMEN	.02712
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A TRUE PHOTOCOPY AS RECORDED IN
HAMPDEN COUNTY REGISTRY OF DEEDS
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ATTEST:

Chl A. Coakley-Rivera, Esq.

REGISTER OF DEEDS

<u>UNIT DESIGNATION & LOCATION</u>	<u>UNDIVIDED INTEREST IN THE COMMON ELEMENTS</u>
<u>BUILDING #13</u>	
Unit 97	.00339
Unit 98	.00339
Unit 99	.00339
Unit 100	.00339
Unit 101	.00339
Unit 102	.00339
Unit 103	.00339
Unit 104	<u>.00339</u>
BUILDING TOTAL OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS	.02712

<u>BUILDING #14</u>	
Unit 105	.00339
Unit 106	.00339
Unit 107	.00339
Unit 108	.00339
Unit 109	.00339
Unit 110	.00339
Unit 111	.00339
Unit 112	<u>.00339</u>
BUILDING TOTAL OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS	.02712

A TRUE PHOTOCOPY AS RECORDED IN
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Chl A. Coakley-Rivera, Esq.

REGISTER OF DEEDS

<u>UNIT DESIGNATION & LOCATION</u>	<u>UNDIVIDED INTEREST IN THE COMMON ELEMENTS</u>
<u>BUILDING #15</u>	
Unit 113	.00339
Unit 114	.00339
Unit 115	.00339
Unit 116	.00339
Unit 117	.00339
Unit 118	.00339
Unit 119	.00339
Unit 120	<u>.00339</u>
BUILDING TOTAL OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS	.02712
<u>BUILDING #16</u>	
Unit 121	.00339
Unit 122	.00339
Unit 123	.00339
Unit 124	.00339
Unit 125	.00339
Unit 126	.00339
Unit 127	.00339
Unit 128	<u>.00339</u>
BUILDING TOTAL OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS	.02712

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REGISTER OF DEEDS

UNIT DESIGNATION & LOCATIONUNDIVIDED INTEREST
IN THE COMMON ELEMENTSBUILDING #17

Unit 129	.....	.00339
Unit 130	.....	.00339
Unit 131	.....	.00339
Unit 132	.....	.00339
Unit 133	.....	.00339
Unit 134	.....	.00339
Unit 135	.....	<u>.00339</u>

BUILDING TOTAL OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS		.02373
--	--	--------

BUILDING #18

Unit 136	.....	.00339
Unit 137	.....	.00339
Unit 138	.....	.00339
Unit 139	.....	.00339
Unit 140		<u>.00339</u>

BUILDING TOTAL OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS		.01695
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REGISTER OF DEEDS

UNIT DESIGNATION & LOCATIONUNDIVIDED INTEREST
IN THE COMMON ELEMENTSBUILDING #19

Unit 141	.....	.00339
Unit 142	.....	.00339
Unit 143	.....	.00339
Unit 144	.....	.00339
Unit 145	.....	<u>.00339</u>

BUILDING TOTAL OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS		.01695
--	--	--------

BUILDING #20

Unit 146	.....	.00339
Unit 147	.....	.00339
Unit 148	.....	.00339
Unit 149	.....	.00339
Unit 150	.....	.00339
Unit 151	.....	.00339
Unit 152	.....	.00339
Unit 153		<u>.00339</u>

BUILDING TOTAL OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS		.02712
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A TRUE PHOTOCOPY AS RECORDED IN
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Chl A. Coakley-Rivera, Esq.

REGISTER OF DEEDS

<u>UNIT DESIGNATION & LOCATION</u>		<u>UNDIVIDED INTEREST IN THE COMMON ELEMENTS</u>
<u>BUILDING #21</u>		
Unit 154	.....	.00339
Unit 155	.....	.00339
Unit 156	.....	.00339
Unit 157	.....	.00339
Unit 158	.....	.00339
Unit 159	.....	.00339
Unit 160	.....	.00339
Unit 161	.....	<u>.00339</u>
BUILDING TOTAL OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS		.02712

<u>BUILDING #22</u>		
Unit 162	.....	.00339
Unit 163	.....	.00339
Unit 164	.....	.00339
Unit 165	.....	.00339
Unit 166	.....	.00339
Unit 167	.....	.00339
Unit 168	.....	.00339
Unit 169		<u>.00339</u>
BUILDING TOTAL OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS		.02712

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A TRUE PHOTOCOPY AS RECORDED IN
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ATTEST:

Chl A. Coakley-Rivera, Esq.

REGISTER OF DEEDS

<u>UNIT DESIGNATION & LOCATION</u>	<u>UNDIVIDED INTEREST IN THE COMMON ELEMENTS</u>
<u>BUILDING #23</u>	
Unit 170	.00339
Unit 171	.00339
Unit 172	.00339
Unit 173	.00339
Unit 174	.00339
Unit 175	.00339
Unit 176	.00339
Unit 177	<u>.00339</u>
BUILDING TOTAL OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS	.02712

<u>BUILDING #24</u>	
Unit 178	.00339
Unit 179	.00339
Unit 180	.00339
Unit 181	.00339
Unit 182	.00339
Unit 183	.00339
Unit 184	.00339
Unit 185	<u>.00339</u>
BUILDING TOTAL OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS	.02712

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ATTEST:

Chl A. Coakley-Rivera, Esq.

REGISTER OF DEEDS

UNIT DESIGNATION & LOCATIONUNDIVIDED INTEREST
IN THE COMMON ELEMENTSBUILDING #25

Unit 186	.....	.00339
Unit 187	.....	.00339
Unit 188	.....	.00339
Unit 189	.....	.00339
Unit 190	.....	.00339
Unit 191	.....	.00339
Unit 192	.....	.00339
Unit 193	.....	<u>.00339</u>

BUILDING TOTAL OF UNDIVIDED INTEREST IN
THE COMMON ELEMENTS

.02712

BUILDING #26

Unit 194	.....	.00339
Unit 195	.....	.00339
Unit 196	.....	.00339
Unit 197	.....	.00339
Unit 198	.....	.00339
Unit 199	.....	.00339
Unit 200	.....	.00339
Unit 201	.....	<u>.00339</u>

BUILDING TOTAL OF UNDIVIDED INTEREST IN
THE COMMON ELEMENTS

.02712

A TRUE PHOTOCOPY AS RECORDED IN
HAMPDEN COUNTY REGISTRY OF DEEDS
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ATTEST:

Chl A. Coakley-Rivera, Esq.

REGISTER OF DEEDS

<u>UNIT DESIGNATION & LOCATION</u>	<u>UNDIVIDED INTEREST IN THE COMMON ELEMENTS</u>
<u>BUILDING #27</u>	
Unit 202	.00339
Unit 203	.00339
Unit 204	.00339
Unit 205	.00339
Unit 206	.00339
Unit 207	.00339
Unit 208	.00339
Unit 209	<u>.00339</u>
BUILDING TOTAL OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS	.02712

<u>BUILDING #28</u>	
Unit 210	.00339
Unit 211	.00339
Unit 212	.00339
Unit 213	.00339
Unit 214	.00339
Unit 215	.00339
Unit 216	.00339
Unit 217	<u>.00339</u>
BUILDING TOTAL OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS	.02712

A TRUE PHOTOCOPY AS RECORDED IN
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ATTEST:

Chl A. Coakley-Rivera, Esq.

REGISTER OF DEEDS

<u>UNIT DESIGNATION & LOCATION</u>		<u>UNDIVIDED INTEREST IN THE COMMON ELEMENTS</u>
<u>BUILDING #29</u>		
Unit 218	.....	.00339
Unit 219	.....	.00339
Unit 220	.....	.00339
Unit 221	.....	.00339
Unit 222	.....	.00339
Unit 223	.....	.00339
Unit 224	.....	.00339
Unit 225	.....	<u>.00339</u>
BUILDING TOTAL OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS		.02712
<u>BUILDING #30</u>		
Unit 226	.....	.00286
Unit 227	.....	.00286
Unit 228	.....	.00286
Unit 229	.....	.00286
Unit 230	.....	.00286
Unit 231	.....	.00286
Unit 232	.....	.00286
Unit 233	.....	<u>.00286</u>
BUILDING TOTAL OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS		.02288

A TRUE PHOTOCOPY AS RECORDED IN
HAMPDEN COUNTY REGISTRY OF DEEDS
AND IT IS SO CERTIFIED



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ATTEST:

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REGISTER OF DEEDS

<u>UNIT DESIGNATION & LOCATION</u>		<u>UNDIVIDED INTEREST IN THE COMMON ELEMENTS</u>
<u>BUILDING #31</u>		
Unit 234	.....	.00286
Unit 235	.....	.00286
Unit 236	.....	.00286
Unit 237	.....	.00286
Unit 238	.....	.00286
Unit 239	.....	.00286
Unit 240	.....	.00286
Unit 241	.....	<u>.00286</u>
BUILDING TOTAL OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS		.02288

<u>BUILDING #32</u>		
Unit 242	.....	.00339
Unit 243	.....	.00339
Unit 244	.....	.00339
Unit 245	.....	.00339
Unit 246	.....	.00339
Unit 247	.....	.00339
Unit 248	.....	.00339
Unit 249	.....	<u>.00339</u>
BUILDING TOTAL OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS		.02712

A TRUE PHOTOCOPY AS RECORDED IN
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Printed: March 9, 2026 @ 13:55:07

ATTEST:

Chl A. Coakley-Rivera, Esq.

REGISTER OF DEEDS

<u>UNIT DESIGNATION & LOCATION</u>	<u>UNDIVIDED INTEREST IN THE COMMON ELEMENTS</u>
<u>BUILDING #33</u>	
Unit 250	.00339
Unit 251	.00339
Unit 252	.00339
Unit 253	.00339
Unit 254	.00339
Unit 255	.00339
Unit 256	.00339
Unit 257	<u>.00339</u>
BUILDING TOTAL OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS	.02712

<u>BUILDING #34</u>	
Unit 258	.00339
Unit 259	.00339
Unit 260	.00339
Unit 261	.00339
Unit 262	.00339
Unit 263	.00339
Unit 264	.00339
Unit 265	<u>.00339</u>
BUILDING TOTAL OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS	.02712

A TRUE PHOTOCOPY AS RECORDED IN
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AND IT IS SO CERTIFIED



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ATTEST:

Chl A. Coakley-Rivera, Esq.

REGISTER OF DEEDS

<u>UNIT DESIGNATION & LOCATION</u>	<u>UNDIVIDED INTEREST IN THE COMMON ELEMENTS</u>
--	--

BUILDING #35

Unit 266	.00339
Unit 267	.00339
Unit 268	.00339
Unit 269	.00339
Unit 270	.00339
Unit 271	.00339
Unit 272	.00339
Unit 273	<u>.00339</u>

BUILDING TOTAL OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS	.02712
--	--------

BUILDING #36

Unit 274	.00286
Unit 275	.00286
Unit 276	.00286
Unit 277	.00286
Unit 278	.00286
Unit 279	.00286
Unit 280	.00286
Unit 281	<u>.00286</u>

BUILDING TOTAL OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS	.02288
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A TRUE PHOTOCOPY AS RECORDED IN
HAMPDEN COUNTY REGISTRY OF DEEDS
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Printed: March 9, 2026 @ 13:55:07

ATTEST:

Chl A. Coakley-Rivera, Esq.

REGISTER OF DEEDS

<u>UNIT DESIGNATION & LOCATION</u>		<u>UNDIVIDED INTEREST IN THE COMMON ELEMENTS</u>
<u>BUILDING #37</u>		
Unit 282	.....	.00286
Unit 283	.....	.00286
Unit 284	.....	.00286
Unit 285	.....	.00286
Unit 286	.....	.00286
Unit 287	.....	.00286
Unit 288	.....	.00286
Unit 289	.....	<u>.00286</u>
BUILDING TOTAL OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS		.02288

<u>BUILDING #38</u>		
Unit 290	.....	.00286
Unit 291	.....	.00286
Unit 292	.....	.00286
Unit 293	.....	.00286
Unit 294	.....	.00286
Unit 295	.....	.00286
Unit 296	.....	.00286
Unit 297		<u>.00286</u>
BUILDING TOTAL OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS		.02288

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A TRUE PHOTOCOPY AS RECORDED IN
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ATTEST:

Chl A. Coakley-Rivera, Esq.

REGISTER OF DEEDS

UNIT DESIGNATION & LOCATIONUNDIVIDED INTEREST
IN THE COMMON ELEMENTSBUILDING #39

Unit 298	.....	.00339
Unit 299	.....	.00339
Unit 300	.....	.00339
Unit 301	.....	.00339
Unit 302	.....	.00339
Unit 303	.....	.00339
Unit 304	.....	.00339
Unit 305		<u>.00339</u>

BUILDING TOTAL OF UNDIVIDED INTEREST IN
THE COMMON ELEMENTS

.02712

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ATTEST:

Chl A. Coakley-Rivera, Esq.

REGISTER OF DEEDS

BUILDING SUMMARY OF SCHEDULE D

BUILDING #1	.....	.02712
BUILDING #2	.....	.02712
BUILDING #3	.....	.02712
BUILDING #4	.....	.02712
BUILDING #5	.....	.02712
BUILDING #6	.....	.02712
BUILDING #7	.....	.02288
BUILDING #8	.....	.02712
BUILDING #9	.....	.02287
BUILDING #10	.....	.02286
BUILDING #11	.....	.02712
BUILDING #12	.....	.02712
BUILDING #13	.....	.02712
BUILDING #14	.....	.02712
BUILDING #15	.....	.02712
BUILDING #16	.....	.02712
BUILDING #17	.....	.02373
BUILDING #18	.....	.01695
BUILDING #19	.....	.01695
BUILDING #20		.02712
BUILDING #21		.02712
BUILDING #22		.02712
BUILDING #23		.02712

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REGISTER OF DEEDS

BUILDING #24	.02712
BUILDING #25	.02712
BUILDING #26	.02712
BUILDING #27	.02712
BUILDING #28	.02712
BUILDING #29	.02712
BUILDING #30	.02288
BUILDING #31	.02288
BUILDING #32	.02712
BUILDING #33	.02712
BUILDING #34	.02712
BUILDING #35	.02712
BUILDING #36	.02288
BUILDING #37	.02288
BUILDING #38	.02288
BUILDING #39	<u>.02712</u>

TOTAL UNDIVIDED INTEREST IN
THE COMMON ELEMENTS

1.00000

RECEIVED
APR 15 1988
AT 3:47 PM AND
REG'D FROM THE ORIGINAL

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Bk 6808 Pg168 #21429

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ATTEST:

Chl A. Coakley-Rivera, Esq.

REGISTER OF DEEDS



MORIARTY BIELAN & GAMACHE LLC

ATTORNEYS AT LAW

Elizabeth A. Lake
Direct Dial: (774) 470-0562
elake@mbgllc.com
Admitted in MA

March 9, 2026

Via Hand Delivery

Vincent Gioscia, Town Clerk
Agawam Town Hall
36 Main Street
Agawam, MA 01001

Re: NOTICE OF APPEAL AND APPLICATION FOR VARIANCE
Subject Property: "Rear Suffield Street," a/k/a Building 39, Longbrook Estates
Condominium
Applicant: Longbrook Estates Condominium Trust

Dear Clerk Gioscia:

In regard to the above-referenced Notice of Appeal and Application for Variance, please find the following materials enclosed for filing:

1. Application to Board of Appeals, appealing decision of the Inspector of Buildings (three (3) copies with original signatures);
2. Application for Variance (three (3) copies with original signatures);
3. Memorandum in Support of Notice of Appeal and Application for Variance (three (3) copies with original signatures);
4. Certified copies of Master Deed of Suffield Commons Condominium, recorded in the Hamden Registry of Deeds in Book 6808, at Page 168; Phasing Amendment to the Master Deed of Longbrook Estates Condominium, recorded in Book 17167, Page 121; and Quitclaim deed to GFI Longbrook, LLC, recorded in Book 14354, Page 481 (three (3) copies);
5. Existing Conditions Plan of Land (nine (9) full-sized plans);
6. Check payable to the Town of Agawam for \$250.00, representing the filing fee for the Application for Variance.

In addition, pursuant to G.L. c. 40A, §§ 8 & 15, the Applicant is filing a copy of the Notice of Appeal and Application for Variance and supportive materials, including the date and time of filing certified by the Town Clerk, with Kevin Duquette, Inspector of Buildings; and the Zoning Board of Appeals.

One Adams Place, 859 Willard Street, Suite 440, Quincy, MA 02169 ▪ 781-817-4900 ▪ www.mbgllc.com
Boston ▪ Falmouth ▪ Quincy

Monday through Friday ▪ 9:00 a.m. to 5:00 p.m.

Mr. Vincent Gioscia, Town Clerk
March 9, 2026
Page 2 of 2

Should you need any additional materials, please do not hesitate to contact our office.

Thank you for your time and attention to this matter.

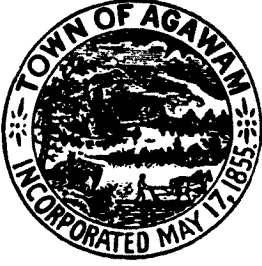
Sincerely,

MORIARTY BIELAN & MALLOY LLC

A handwritten signature in black ink, appearing to read "Elizabeth A. Lake". The signature is fluid and cursive, with the first name "Elizabeth" written in a larger, more prominent script than the last name "Lake".

Elizabeth A. Lake

cc: Kevin Duquette, Inspector of Buildings (Town Clerk Certified Copy via Hand Delivery)
Board of Appeals (Town Clerk Certified Copy via Hand Delivery)



TOWN OF AGAWAM
36 MAIN STREET
AGAWAM, MA 01001

BOARD OF APPEALS

FOR OFFICE USE ONLY

Case #: _____

Filed: _____

Hearing: _____

Expires: _____

Application to Board of Appeals for a hearing on an appeal from a decision of
Inspector of Buildings, dated February 9, 2026, _____ **as allowed under Section 2-8, Paragraph C**
“Adopted Charter and MGL, Ch. 40A, Section 8.

Applicant Longbrook Estates Condominium Trust

Address c/o Moriarty Bielan & Gamache LLC, One Adams Place, 859 Willard Street, Suite 440,
Quincy, MA 02169

Premises affected are situated on Rear Suffield Street **Street;** _____ **feet distant**
from the corner of _____ **Street and known as street number** aka Building 39
Property is zoned as Residence A-3 District.

Reason(s) for request

As further stated in the Memorandum in Support of Notice of Appeal and Application for Variance
submitted herewith, Building 39 is a legal non-conforming structure pursuant to G.L. c. 40A, § 7.

Signature of owner or his authorized agent: /s/ Elizabeth A. Lake
counsel for Longbrook Estates Condominium Trust

Telephone #: 781-817-4900

NOTICE: THIS APPLICATION MUST BE FILLED OUT IN INK OR TYPEWRITTEN



**TOWN OF AGAWAM
36 MAIN STREET
AGAWAM, MA 01001**

BOARD OF APPEALS

FOR OFFICE USE ONLY

Case # _____
Filed _____
Hearing _____
Expires _____

Application to Board of Appeals for VARIANCE from the requirements of the Zoning By-laws.

Applicant Longbrook Estates Condominium Trust

Address c/o Moriarty Bielan & Gamache LLC, One Adams Place, 859 Willard Street, Suite 440, Quincy, MA 02169

Application is hereby made for a VARIANCE from the requirements of Section 180-29, Paragraph C of Zoning Ordinance.

Premises affected: Rear Suffield Street, a/k/a Building 39, Longbrook Estates Condominium

Property zoned as: Residence A-3 District Address _____

1. Description of existing building:

- a. Size of building: 160' x 69.3' Height: 29.5' # of stories 2 1/2
b. Occupancy or Use: (of each floor) Residential Townhouses
c. Date of Erection: 2007
d. Has there been a previous appeal, under zoning on these premises Yes?

2. Description of proposed work or use:

The Applicant seeks to repair and replace certain windows and doors.

3. The principal reasons upon which I base my application are as follows:

See the Memorandum in Support of Notice of Appeal and Application for Variance submitted herewith.

Signature of owner or his authorized agent: /s/ Elizabeth A. Lake
as attorney for Applicant
Telephone #: (781) 817-4900

NOTICE: THIS APPLICATION MUST BE FILLED OUT IN INK OR TYPEWRITTEN



March 9, 2026

Via Hand Delivery

Doreen Prouty, Chairperson
Agawam Zoning Board of Appeals
Public Words Municipal Annex
1000 Suffield Street
Agawam, MA 01001

**Re: MEMORANDUM IN SUPPORT OF NOTICE OF APPEAL AND APPLICATION
FOR VARIANCE**

**Subject Property: "Rear Suffield Street," a/k/a Building 39, Longbrook Estates
Condominium**

Applicant: Longbrook Estates Condominium Trust

Dear Chairperson Prouty and Members of the Zoning Board of Appeals:

Please be advised that this office represents the Applicant, Longbrook Estates Condominium Trust ("Condominium Trust"), the organization of unit owners for the Longbrook Estates Condominium ("Condominium"), located in Agawam ("Town"). Pursuant to G.L. c. 40A, Sections 8 and 15, and Section 2-8 of the Agawam Home Rule Charter, the Condominium Trust hereby appeals the February 9, 2026 determination of the Inspector of Buildings, Kevin Duquette, denying its Building Permit Application ("Determination") for the property described as "Rear Suffield Street," Building 39, Longbrook Estates Condominium, Agawam, Massachusetts ("Subject Property"), and requests that the Zoning Board of Appeals ("Board") overturn the Determination and issue a finding that Building 39 is a legal non-conforming structure under G.L. c. 40A, § 7. In the event the Board declines to issue such a finding, the Condominium Trust alternatively seeks a variance from the Agawam Zoning Ordinance ("Ordinance") Section 180-29 to allow Building 39 to remain in its present location.

I. The Subject Property and Historical Background

The Condominium Trust is the organization of unit owners of the Condominium, a residential condominium currently consisting of approximately 193 units, located in the Town. The Condominium was developed in various phases, and more specifically, Building 39, which contains Units 298-305, was developed by GFI Longbrook, LLC ("GFI"), a successor developer/declarant of the Condominium. In 1987, in connection with the initial permitting of the Condominium development, certain predecessors in interest of GFI applied for and obtained a variance ("1987 Variance") from the Board, which authorized a 17-foot deviation from the applicable 40-foot

One Adams Place, 859 Willard Street, Suite 440, Quincy, MA 02169 ■ 781-817-4900 ■ www.mbgllc.com
Boston ■ Falmouth ■ Quincy

Monday through Friday ■ 9:00 a.m. to 5:00 p.m.

setback requirement in connection with the construction of Building 39. On June 11, 2007, GFI filed an application for a building permit for the construction of Building 39, to contain Units 298-305. On July 24, 2007, a building permit issued for Building 39, and construction began soon thereafter by GFI. GFI constructed Building 39 6.74 feet from the property line, further into the setback than what was allowed under the 1987 Variance. GFI did not obtain a further or amended variance from the Town. Construction on Building 39 was completed, and it was submitted to the Condominium when GFI recorded a Phasing Amendment to the Condominium Master Deed on February 27, 2008.

Building 39 encroaches towards the boundary of an abutting parcel that is owned by Western Massachusetts Electric Company ("WMECO"). The WMECO property is improved with a road that connects the Subject Property to the remainder of the Condominium property, and power lines. The WMECO property essentially serves as a utility corridor bisecting the Condominium property and contains no structures. The WMECO property is encumbered by a perpetual utility-line easement.

In 2008, subsequent to GFI's recordation of the Phasing Amendment, a prior iteration of the Condominium Trust sought enforcement from the Building Inspector related to Building 39, requesting that he revoke the building permit, issue a cease and desist order to prevent further construction, and revoke the occupancy permit for Building 39 because of the setback violation. The Building Inspector determined that a portion of Building 39 violated the setback requirement and issued a stop work order as to a portion of Building 39, but declined to revoke the certificate of occupancy for the building as a whole. The Condominium Trust appealed the Building Inspector's refusal to grant further enforcement relief to the Board. The Board upheld the Building Inspector's decision, and the Condominium Trust appealed the Board's decision to the Land Court pursuant to G.L. c. 40A, § 17. Notably, the Condominium Trust did not record notice of its Complaint with the Hampden County Registry of Deeds. Subsequent thereto, GFI was defaulted, and the case was ultimately dismissed by a stipulation of dismissal. While the Land Court action was pending, GFI sought a variance from the Town to authorize Building 39 to remain where it had been constructed, which application was denied and not appealed. No tear down order has ever been issued by the Town. Building 39 has, since that time, sat in its current location, including Units 304 and 305.

More recently, in 2025, the Condominium Trust has renewed efforts to develop the Subject Property, including bringing Building 39 into compliance with the Ordinance. To facilitate progress, this office engaged in communications with Mr. Duquette and Town Solicitor Christopher S. Cappucci to identify an appropriate path forward. Subsequent thereto, on January 6, 2026, the Condominium Trust submitted a Building Permit Application to repair and replace certain windows and doors at Building 39. On February 9, 2026, Mr. Duquette issued a determination denying the Building Permit Application for the proposed repairs to Building 39, specifically Units 304 and 305, on the basis of non-compliance with the requirements of the Massachusetts State Building Code and the Ordinance. A true and accurate copy of the Determination is attached hereto as **Exhibit A**.

As set forth herein below, the Condominium Trust respectfully request that the Board overturn the Determination and issue a finding that Building 39 is a legal non-conforming structure pursuant to G.L. c. 40A, § 7. In the event the Board declines to issue such a finding, and while

reserving all rights with respect to its position that Building 39 is a legal non-conforming structure, the Condominium Trust alternatively seeks a variance to allow Building 39 to remain in its present location.

II. The Determination should be overturned because Building 39 is a legal non-conforming structure pursuant to G.L. c. 40A, § 7.

Pursuant to a 2016 amendment to G.L. c. 40A, Section 7, if structures are “in existence for a period of at least 10 years and no notice of an action, suit, or proceeding as to an alleged violation . . . has been recorded in the registry of deeds for the county or district in which the real estate is located within 10 years from the date the structures were erected, *then the structures shall be deemed, for zoning purposes, to be legally non-conforming structures . . .*” (emphasis added). The statute is clear, and the courts have concluded, that the amendment applies to all structures, even those erected prior to the 2016 amendment. *See* G.L. c. 40A, § 7 (applied regardless of whether structure was erected previously); *Lazarek v. Sullivan*, Nos. 15 MISC 000555 (MDV), 17 MISC 000144 (MDV), 2018 WL 814883, *4 (Mass. Land Ct. Feb. 9, 2018) (Vhay, J.) (same). The Ordinance defines a structure as “[a] combination of materials assembled at a fixed location to give support or shelter, such as a building, framework, . . . or the like. The word ‘structure’ shall be construed, where the context allows, as though followed by the words ‘or part or parts thereof.’”

Here, there can be no dispute that Building 39 satisfies the Ordinance’s definition of “structure,” as it is a weathertight building that has been in place since 2008. The Condominium Trust notes that nothing in Section 7 requires that a structure receive a certificate of occupancy, nor does it impose any condition-based requirements on the structure, in order for it to qualify for statutory protection as a legally non-conforming structure. All that is required by Section 7 is for a structure or alteration to “have been in existence for a period of at least 10 years,” which Building 39 has been. Further, more than ten (10) years have passed since Building 39 was constructed, without notice of any action having been recorded in the Registry of Deeds. Accordingly, Building 39 satisfies the criteria set forth in G.L. c. 40A, § 7 and must be deemed a legal non-conforming structure. The Board should therefore issue a finding to that effect.¹

III. In the alternative, the Applicant seeks a variance from Section 180-29 of the Ordinance.²

The Subject Property is located in a “Residence A-3 District.” Section 180-29 of the Ordinance, captioned “Use Restrictions,” provides, in pertinent part, as follows:

In a Residence A-3 District as indicated by the Building Zone Map, no building or other structure shall be erected, altered or used and no land shall

¹ As a legal non-conforming structure, Building 39 is entitled to all protections afforded a structure with such status under the Ordinance and G.L. c. 40A, § 1 et seq.

² The Condominium Trust expressly reserves all its rights with respect to its position that Building 39 is a legal non-conforming structure and does not waive any argument relative to same in seeking relief in the alternative.

be used or occupied for any purpose except for apartment houses or garden-type apartments and accessory uses incident thereto and subject to the following restrictions:

C. No building shall be located nearer than 40 feet to a street line or other property line.

GFI constructed Building 39 approximately 6.74 feet from the property boundary of land presently owned by WMECO. As set forth further below, the Condominium Trust satisfies the criteria for the issuance of a variance from Section 180-29 to allow Building 39 to remain in its present location (i.e. approximately 6.74 feet from the property line).

a. The Subject Property satisfies the criteria set forth in G.L. c. 40A, § 10, for the issuance of a variance.

Pursuant to G.L. c. 40A, § 10, variances authorize a departure from the local zoning regulation if (i) “owing to circumstances relating to the soil conditions, shape, or topography of such land or structures and especially affecting such land or structures but not affecting generally the zoning district in which it is located;” (ii) “a literal enforcement of the provisions of the ordinance or by-law would involve substantial hardship, financial or otherwise, to the petitioner or appellant;” (iii) “that desirable relief may be granted without substantial detriment to the public good;” and (iv) “without nullifying or substantially derogating from the intent or purpose of such ordinance or bylaw.” G.L. c. 40A, § 10. As set forth below, the Subject Property satisfies the criteria for the issuance of a variance.

i. Circumstances related to the unique conditions of the Subject Property are not characteristic of other lots in the area.

The first prerequisite for a variance is that there are unique conditions affecting the Subject Property but not generally affecting the zoning district in which it is situated. General Laws c. 40A, § 10 states that there must be “circumstances relating to the soil conditions, shape, or topography” of the land. The circumstances giving rise to the Condominium Trust’s requested variance are directly related to the unique physical characteristics of the Subject Property. The unusual configuration of the Subject Property, together with the presence of wetlands, significantly constrains the portions of the site capable of accommodating structures while complying with standard zoning setback requirements.

The Subject Property is an irregularly shaped lot that lacks traditional street frontage in the area of Building 39, rendering it fundamentally distinct from the developable parcels within the zoning district. Moreover, the Property forms part of a larger, planned condominium development, and its configuration reflects that design rather than the characteristics of an independent, stand-alone lot. The Condominium is bisected by a parcel owned by WMECO and used exclusively for utility purposes, which physically separates portions of the development and materially contributes to the atypical layout of the Subject Property. The WMECO land bisects the Condominium at an angle, rendering the Condominium land non-rectangular in the rear, where

Building 39 is situated. In addition to its irregular shape, the Subject Property is further constrained by existing wetlands, which limit the buildable area and restrict the locations where structures may be sited. These resource areas necessarily reduce the usable land available for development. Because they are located on the northerly section of the Subject Property, all development must be directed further south and away from these protected areas, which in turn necessitated siting Building 39 closer to the WMECO property line.

The unique combination of these conditions—irregular lot configuration, the presence of a utility corridor, and wetlands—is not generally present elsewhere within the zoning district. As a result, the Subject Property is uniquely constrained in ways that materially reduces the available buildable area and renders strict compliance with the Ordinance impracticable.

For these reasons, the Subject Property meets the first criterion mandated by G.L. c. 40A, § 10.

ii. A literal enforcement of the Ordinance would involve substantial hardship.

In addition to unique conditions on the Subject Property, G.L. c. 40A, § 10 specifies that a petitioner must demonstrate that “a literal enforcement of the provisions of the ordinance or bylaw would involve substantial hardship, financial or otherwise.” Hardship means “not being *reasonably* able to use property for the purposes, or in the manner, allowed by the municipal zoning requirements due to circumstances particularly affecting that property.” Martin R. Healy et al., *Litigating Residential Real Estate Disputes in Massachusetts* § 13.3.2(a) (3d ed. 2023) (emphasis in original); see *Marashlian v. Zoning Bd. of Appeals of Newburyport*, 421 Mass. 719, 725-26 (1996) (rejecting “the proposition that a variance is unwarranted if any other possible use can be made of a site”).

The constrained conditions created by the Subject Property’s atypical shape, coupled with the presence of wetlands, substantially limit the ability to site structures in strict compliance with the dimensional requirements of the Ordinance. The atypical shape of the Subject Property means that structures cannot be located in the same manner as they could on a conventional lot in the same zoning district. This hardship is further compounded by the fact that Building 39 already exists, and the only means of bringing it into full compliance would be to demolish or relocate the structure, an approach that would impose extraordinary financial hardship to a group of residential unit owners without yielding any meaningful zoning benefit. Moreover, granting the requested variance would have no adverse effect upon the abutting property, as the WMECO land is perpetually restricted to use for utility purposes; one of the principal objectives of zoning setbacks is to avoid overcrowding of land and, by virtue of the use of the WMECO property, no such overcrowding will ever be present, even if the Condominium Trust is granted the requested variance.

The hardship created by the literal enforcement of the Ordinance would be especially inequitable as the Applicant, the Condominium Trust, did not construct Building 39. The instant circumstances that give rise to the need for a variance, should the Board decline to deem Building 39 a legal non-conforming structure under G.L. c. 40A, § 7, do not constitute a self-created

hardship. The Massachusetts Appeals Court has held that a property owner cannot obtain a variance by creating his own hardship. *Adams v. Brolly*, 46 Mass. App. Ct. 1, 4 (1998). Generally, hardships are deemed self-created when a property owner, by some overt act, transforms what was once a conforming parcel into a nonconforming one. *See, e.g., Raia v. Board of Appeals of North Reading*, 4 Mass. App. Ct. 318, 322 (1976) (division of property into two nonconforming lots was not basis for variance because nonconforming lot “could have remained part of a conforming lot”); *Shafer v. Zoning Bd. of Appeals of Scituate*, 24 Mass. App. Ct. 966, 967 (1987) (affirming annulment of board’s grant of variance when deficiency was “one which they themselves produced through subdivision” even though zoning requirements applied); *Karet v. Zoning Bd. of Appeals of Worcester*, 27 Mass. App. Ct. 439, 440 (1989) (“a lot can not qualify for a variance if the circumstance creating the hardship is itself the result of a transfer that violates ... applicable zoning requirements”).

Here, Building 39 was constructed by GFI, which obtained a prior variance from this Board allowing Building 39 to be constructed 23 feet from the property line. GFI subsequently erroneously constructed Building 39 even closer than 23 feet, and the encroachment at issue arose during that construction. The Condominium Trust is an organization of volunteer unit owners charged with managing and maintaining the Condominium’s common areas. The Condominium Trust inherited this condition and now seeks only to bring Building 39 into compliance through the appropriate zoning mechanisms. The Condominium Trust therefore stands in a fundamentally different position from GFI. The current unit owners did not design, construct, or site Building 39 and had no involvement in the decisions that resulted in its present encroachment. Instead, they are acting in good faith to remedy a preexisting condition created during the original development of the Condominium, without resorting to waste. Under these circumstances, denying the requested relief would effectively penalize the Condominium Trust for the actions of the developer, placing upon the Condominium Trust an extraordinary burden to cure a zoning condition it did not create. Granting the variance, by contrast, affords the Board an equitable and practical means of resolving the issue while bringing Building 39 into compliance with the Ordinance.

For these reasons, the Subject Property meets the second criterion mandated by G.L. c. 40A, § 10.

iii. The grant of the requested variance will promote the public good.

When considering the public good, there must be a finding as to the effect of the development of a site “upon other property within the same district, a necessary element in determining whether the statutory standard has been met.” *Planning Bd. of Framingham v. Zoning Bd. of Appeals of Framingham*, 5 Mass. App. Ct. 789, 789-790 (1977). This inquiry looks to the element of the development for which the variance is requested and not at the effects of the project in the aggregate. *See, e.g., Josephs v. Board of Appeals of Brookline*, 362 Mass. 290, 294 (1972) (noting that zoning relief would “have no effect upon the abutting properties”). A proposed development has been found to enhance, rather than detract from, the public good when it would increase property values, retain character and provide adequate on-site facilities. *See, e.g., Boyajian v. Board of Appeal of Wellesley*, 6 Mass. App. Ct. 283, 286 (1978).

Granting the Condominium Trust a variance to maintain Building 39 in its present location will promote the public good and have no adverse effect upon the abutting properties. Permitting Building 39 to remain will preserve an existing building that is already integrated into the Condominium development, and consistent with the character of the surrounding area, and avoids the unnecessary demolition of a viable structure. Permitting Building 39 to remain will also maintain and enhance property values within the Condominium and the surrounding area, as Building 39 contributes to the overall cohesion and attractiveness of the Condominium. Forcing its removal would disrupt the layout of the Condominium and could diminish the value and utility of presently existing Condominium units, which could have negative consequences for both the unit owners and the broader community.

Granting the variance will also benefit the Town through the continued and stable tax revenues. Building 39 contributes to the overall assessed value of the Subject Property and therefore to the local tax base. Requiring its demolition or relocation would reduce the value and utility of the Subject Property and could result in a loss of tax revenue without producing any corresponding public benefit.

The requested relief also allows the Board to resolve the matter in a manner that preserves the character of the existing Condominium development while avoiding unnecessary waste and hardship. Because Building 39 does not harm any abutters, does not interfere with neighboring uses, and remains consistent with the existing development pattern of the Condominium, allowing Building 39 to remain in its current location will serve both the interests of the Condominium Trust and the broader public.

For these reasons, the Subject Property meets the third criterion mandated by G.L. c. 40A, § 10.

iv. The grant of the variance will be in accord with the spirit and intent of the Ordinance.

The final prerequisite for the grant of a variance is that it must not substantially derogate from the Bylaw's purpose and intent. In considering this prerequisite, the Appeals Court noted that "the deviation must be *substantial*, and ... unless the [proposal] significantly detracts from the zoning plan for the district, the local discretionary grant of the variance (all the other statutory elements having been satisfied) must be upheld. ... [S]ome derogation from the by-law's purpose is anticipated by every variance." *Cavanaugh v. DiFlumera*, 9 Mass. App. Ct. 396, 400 (1980) (emphasis added).

As set forth in Section 180-1 of the Ordinance, setback requirements are intended to ensure adequate light, air, safety, and separation between structures and to prevent the overcrowding of land. In this instance, Building 39 encroaches toward the boundary of a parcel owned by WMECO that is devoted to utility infrastructure, a use that does not involve residential occupancy or the placement of principal structures in proximity to the shared lot line. The WMECO parcel contains no dwelling or principal structure and is encumbered by a perpetual utility-line easement, which restricts development on that property and effectively prevents any overcrowding, density concerns, and similar impacts that the setback requirements are intended to address. Accordingly, the public

interests underlying the setback provisions are not materially implicated here. Moreover, Building 39 has stood in its current location for almost two decades without generating adverse impacts on neighboring properties or on WMECO's utility operations. Granting the variance will simply allow the building to remain where it has long existed without incident.

For these reasons, the Subject Property meets the fourth criterion mandated by G.L. c. 40A, § 10.

b. The Board has already determined that the Subject Property satisfies the criteria for a variance.

While the Condominium Trust acknowledges that it must independently satisfy the criteria of G.L. c. 40A, § 10 for the variance sought herein, the Condominium Trust notes that when the Board granted the 1987 Variance, it necessarily found that the statutory requirements under G.L. c. 40A, § 10 had been met. In granting that relief, the Board found that conditions affecting the Subject Property justified a departure from the strict application of the Ordinance, that literal enforcement would result in hardship, and that the relief could be granted without substantial detriment to the public good or derogation from the intent or purpose of the Ordinance. The present request does not raise a new or materially different zoning issue. Rather, it seeks additional dimensional relief within the same setback area for which the Board has already concluded that variance relief was appropriate.

c. Denial of the requested relief would result in significant and unnecessary waste.

Building 39 is a fully constructed, functional building. Requiring its demolition or relocation solely to correct the dimensional encroachment would compel the destruction of an existing structure, imposing substantial cost on the Condominium Trust while producing no meaningful public benefit. Such a result would be inequitable and inconsistent with public policy, particularly where, such as here, the encroachment does not harm abutters; does not create crowding, density, or other conditions that the setback requirements are designed to prevent; and where the Board has already determined that setback relief was appropriate for the Subject Property.

IV. Conclusion

For the foregoing reasons, the Condominium Trust respectfully requests, in accordance with G.L. c. 40A, Sections 8 & 15 and Section 2-8 of the Agawam Home Rule Charter, that the Board overturn the Determination and issue a finding that Building 39 is a legal non-conforming structure under G.L. c. 40A, § 7. In the event the Board declines to issue such a finding, the Condominium Trust respectfully requests, in the alternative and while reserving all its rights, that the Board grant its application for a variance from Ordinance Section 180-29 to allow Building 39 to remain in its present location.

Ms. Doreen Prouty, Chairperson
Agawam Zoning Board of Appeals
March 9, 2026
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Thank you for your consideration of this matter. Should you have any questions or require any additional information concerning this matter, please do not hesitate to contact Elizabeth Lake at Moriarty Bielan & Gamache LLC, One Adams Place, 859 Willard Street, Suite 440, Quincy, Massachusetts 02169, (781) 817-4900, elake@mbgllc.com.

Respectfully submitted,

Longbrook Estates Condominium
Trust,

By its attorneys,

A handwritten signature in cursive script that reads "Elizabeth A. Lake". The signature is written in dark ink and is positioned above the printed name and contact information.

Kimberly A. Bielan, Esq.

Elizabeth A. Lake, Esq.

Moriarty Bielan & Gamache LLC

One Adams Place

859 Willard Street, Suite 440

Quincy, MA 02169

781.817.4900

kbielan@mbgllc.com / elake@mbgllc.com

cc: Kevin Duquette, Inspector of Buildings (Town Clerk Certified Copy via Hand Delivery)
Board of Appeals (Town Clerk Certified Copy via Hand Delivery)
Longbrook Estates Condominium Trust (via email only)

Exhibit A



Town of Agawam

Building Department

1000 Suffield Street, Agawam, Massachusetts 01001

Telephone - (413) 821-0632

RECEIVED FEB 16 2026

February 9, 2026

Jeffrey Gurney- Atrium Property Services, Inc.
476 College Highway
Southwick, MA 01077

Re: "Rear Suffield Street"- a.k.a- Building #39 Essex Drive Units 298 thru 305 Agawam, MA 01001- Building Permit Application- Dated "January 6, 2026";

The building permit application, along with the associated fee, for the proposed repairs to Building #39, specifically Units #304 & #305, has been **DENIED** and returned. This decision is based on non-compliance with the requirements of the Massachusetts State Building Code (780 CMR) and the Town of Agawam's zoning ordinances.

Records on file show back in 2008 there was a "Stop Work Order" issued from a previous Building Commissioner for units #304 & #305 for being in violation of the Zoning Board of Appeals' (Z.B.A) variance decision in case #1191. Additionally, in 2009, a subsequent request for zoning relief regarding setback requirements was sought under case #1848, however, this request was denied. Furthermore, the remaining units of Building #39 (#304 & #305), remain unlawfully constructed without a valid certificate of occupancy & use being issued.

Respectfully,


Kevin Duquette
Inspector of Buildings
Town of Agawam

780 CMR- 105.3.1 Action on Application. "The building official shall examine or cause to be examined applications for permits and amendments, and shall issue or deny the permit, within 30 days of filing. If the application or the construction documents do not conform to the requirements of 780 CMR and all pertinent laws under the building official's jurisdiction, the building official shall deny such application in writing, stating the reasons therefore."

Building Code 780 CMR- Right of Appeal- If you are aggrieved by this notice, you may appeal to the Board of Building Regulations and Standards, Building Code Appeals Board (BCAB) within 45 days of receipt of this notice in accordance with 780 CMR, Section 113 Appeals.

Zoning- Right of Appeal- If you are aggrieved by this Zoning Notice, you have a right to Appeal to the Board of Appeals- Appeals to the Board of Appeals may be taken by any person aggrieved by reason of his inability to obtain a permit or enforcement action from any administrative office under the provisions of said Chapter 40A, or by any person, including an Officer or Board of the Town or of an abutting Town aggrieved by an order or decision of the Building Official, or other administrative Official, in violation of any provision of said Chapter or the Zoning Ordinances of the Town of Agawam. Such appeal shall be taken by the Board within thirty (30) days from the date of the order or decision which is being appealed, by filing a notice of appeal with the Town Clerk in accordance with the provisions of Chapter 40A.

LONGBROOK ESTATES CONDOMINIUM

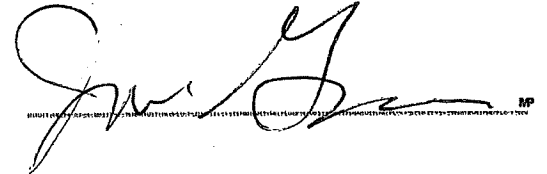
476 College Highway
Southwick, MA 01077
4135695557Westfield Bank
College Highway
Southwick, MA 01077
53-7180/2118

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1/6/26PAY TO THE
ORDER OFTown of Abington -
Seventy five and 00/100\$ 75.00

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The Commonwealth of Massachusetts TOWN OF AGAWAM

Office of Public Safety and Inspections

Massachusetts State Building Code (780 CMR)

Building Permit Application for any Building other than a One- or Two-Family Dwelling

(This Section For Official Use Only)

Building Permit Number: _____ Date Applied: _____ Building Official: _____

SECTION 1: LOCATION

No. and Street 298-305 ESSEX City/Town AGAWAM Zip Code _____ Name of Building (if applicable) BUILDING #39
 Assessors Map # I-2 Block # and/or Lot # 39 / 298, 299, 300, 301, 302, 303, 304 + 305.

SECTION 2: PROPOSED WORK

Edition of MA State Code used 10TH If New Construction check here ☐ or check all that apply in the two rows belowExisting Building ☒ Repair ☐ Alteration ☐ Addition ☐ Demolition ☐ (Please fill out and submit Appendix 2)Change of Use ☐ Change of Occupancy ☐ Other ☐ Specify: _____Are building plans and/or construction documents being supplied as part of this permit application? Yes ☐ No ☒Is an Independent Structural Engineering Peer Review required? Yes ☐ No ☒

Brief Description of Proposed Work:

REPAIRS AND REPLACEMENTS AS NEEDED TO WINDOWS AND EXTERIOR DOORS
AT THE BUILDING. REPLACE - TWO(2) THERMOTRON FRONT ENTRY DOORS.
REPAIRS - GLASS, SASH (LIMITED) AND TWO REPLACEMENTS OF HARVEY WINDOWS.
- DOOR HARDWARE, LOCKSETS, JAMB / STRIKE INSTALL + REPAIRS

SECTION 3: COMPLETE THIS SECTION IF EXISTING BUILDING UNDERGOING RENOVATION, ADDITION, OR CHANGE IN USE OR OCCUPANCY

Check here if an Existing Building Investigation and Evaluation is enclosed (See 780 CMR 34) ☐

Existing Use Group(s): _____ Proposed Use Group(s): _____

SECTION 4: BUILDING HEIGHT AND AREA

	Existing	Proposed
No. of Floors/Stories (include basement levels) & Area Per Floor (sq. ft.) / UNIT	<u>3</u>	<u>860 #</u>
Total Area (sq. ft.) and Total Height (ft.) <u>43' x 20' / FLOOR / UNIT x 3 = 13,760</u>	<u>1720 #</u>	<u>22'</u>

SECTION 5: USE GROUP (Check as applicable)

A: Assembly A-1 ☐ A-2 ☐ Nightclub ☐ A-3 ☐ A-4 ☐ A-5 ☐ B: Business ☐ E: Educational ☐
 F: Factory F-1 ☐ F-2 ☐ H: High Hazard H-1 ☐ H-2 ☐ H-3 ☐ H-4 ☐ H-5 ☐
 I: Institutional I-1 ☐ I-2 ☐ I-3 ☐ I-4 ☐ M: Mercantile ☐ R: Residential R-1 ☐ R-2 ☒ R-3 ☐ R-4 ☐
 S: Storage S-1 ☐ S-2 ☐ U: Utility ☐ Special Use ☐ and please describe below:

Special Use Description:

SECTION 6: CONSTRUCTION TYPE (Check as applicable)

IA ☒ IB ☐ IIA ☐ IIB ☐ IIIA ☐ IIIB ☐ IV ☐ VA ☐ VB ☐

SECTION 7: SITE INFORMATION (refer to 780 CMR 105.3 for details on each item)

Water Supply: Public ☒ Private ☐	Flood Zone Information: Check if outside Flood Zone ☒ or identify Zone: _____	Sewage Disposal: Indicate municipal ☒ or on site system ☐	Trench Permit: A trench will not be required ☒ or trench permit is enclosed ☐	Debris Removal: Licensed Disposal Site ☐ or specify: <u>DUMPSTER</u> <u>SERVICES</u>
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Railroad right-of-way: Not Applicable ☒ or Consent to Build enclosed ☐	Hazards to Air Navigation: Is Structure within airport approach area? Yes ☐ or No ☒	MA Historic Commission Review Process: Is their review completed? Yes ☐ No ☒
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SECTION 8: CONTENT OF CERTIFICATE OF OCCUPANCY

Edition of Code: 5 Use Group(s): R-2 Type of Construction: FRAMEDoes the building contain an Sprinkler System?: ☒ Special Stipulations: _____Design Occupant Load per Floor and Assembly space: N/A

SECTION 9: PROPERTY OWNER AUTHORIZATION

Name and Address of Property Owner

LUNGBROOK ESTATES CONDO TRUST 476 College Highway Southwick 01077
Name (Print) No. and Street City/Town Zip

Property Owner Contact Information:

MAKIE IZEO 413-569-5557 910-465-7661 _____
Title TRUSTEE PRESIDENT Telephone No. (business) Telephone No. (cell) e-mail address

If applicable, the property owner hereby authorizes:

JEFF GURNEY 476 College Highway Southwick MA 01077
Name Street Address City/Town State Zip
to apply for and act on the property owner's behalf, in all matters relative to work authorized by this building permit application.

SECTION 10: CONSTRUCTION CONTROL (Please fill out Appendix 1)

If a building is less than 35,000 cu. ft. of enclosed space and/or not under Construction Control then check here ☐ .
Otherwise provide construction control forms (see section 107 in the code) as required.

10.1 Registered Professional Responsible for Construction Control (the professional coordinating document submittals)

REQUEST OF EXEMPTION FOR MINOR WORK

Name (Registrant)	Telephone No.	e-mail address	Registration Number
Street Address	City/Town	State Zip	Discipline Expiration Date

10.2 General Contractor

ATRIUM PROPERTY SERVICES, INC
Company Name JEFF GURNEY 413 REG # - 188772
MATT POMEROY CSL # - 106918
Name of Person Responsible for Construction License No. and Type if Applicable
476 College Highway Southwick MA 01077
Street Address City/Town State Zip
413 569-5557 413-476-7777 atriumcondo mgmt@gmail.com
Telephone No. (business) Telephone No. (cell) e-mail address

SECTION 11: WORKERS' COMPENSATION INSURANCE AFFIDAVIT (M.G.L. c. 152, § 25C(6))

A Workers' Compensation Insurance Affidavit from the MA Department of Industrial Accidents must be completed and submitted with this application. Failure to provide this affidavit will result in the denial of the issuance of the building permit.

Is a signed Affidavit submitted with this application? Yes ☒ No ☐

SECTION 12: CONSTRUCTION COSTS AND PERMIT FEE

Item	Estimated Costs: (Labor and Materials)	Total Construction Cost (from Item 6) = \$ <u>8000.00</u>
1. Building	\$ <u>8000.00</u>	Building Permit Fee = Total Construction Cost x _____ (Insert here appropriate municipal factor) = \$ _____. Note: Minimum fee = \$ _____ (contact municipality) Enclose check payable to _____ (contact municipality) and write check number here <u>3667</u>
2. Electrical	\$ _____	
3. Plumbing	\$ _____	
4. Mechanical (HVAC)	\$ _____	
5. Mechanical (Other)	\$ _____	
6. Total Cost	\$ <u>8000.00</u>	

SECTION 13: SIGNATURE OF BUILDING PERMIT APPLICANT

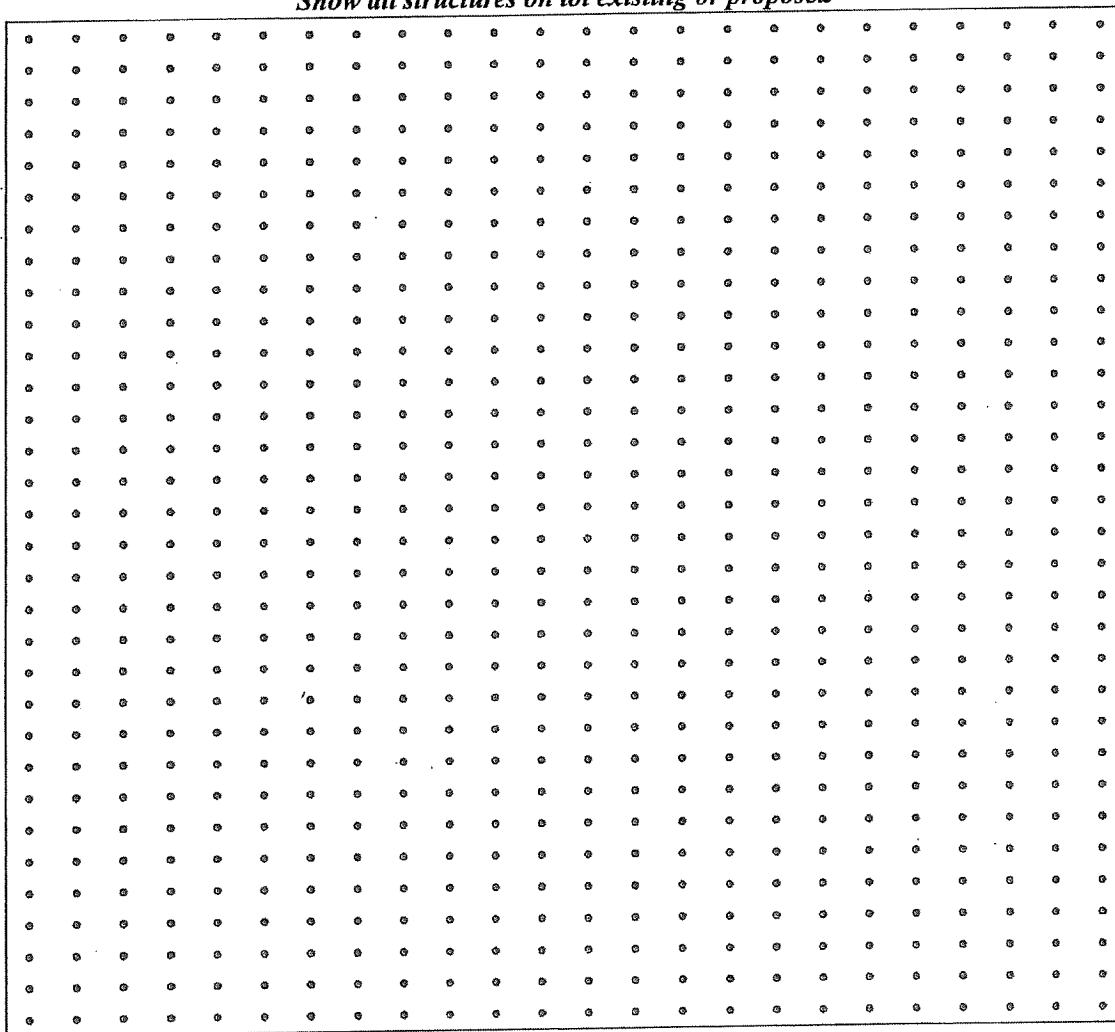
By entering my name below, I hereby attest under the pains and penalties of perjury that all of the information contained in this application is true and accurate to the best of my knowledge and understanding.

ATRIUM PROPERTY SERVICES, INC
JEFFREY L. GURNEY MANAGING AGENT 413-569-5557 12/31/25
Please print and sign name Title Telephone No. Date
476 College Highway Southwick MA 01077 atriumcondo mgmt@gmail.com
Street Address City/Town State Zip Email Address

Municipal Inspector to fill out this section upon application approval: _____ Name _____ Date _____

Plot Plan

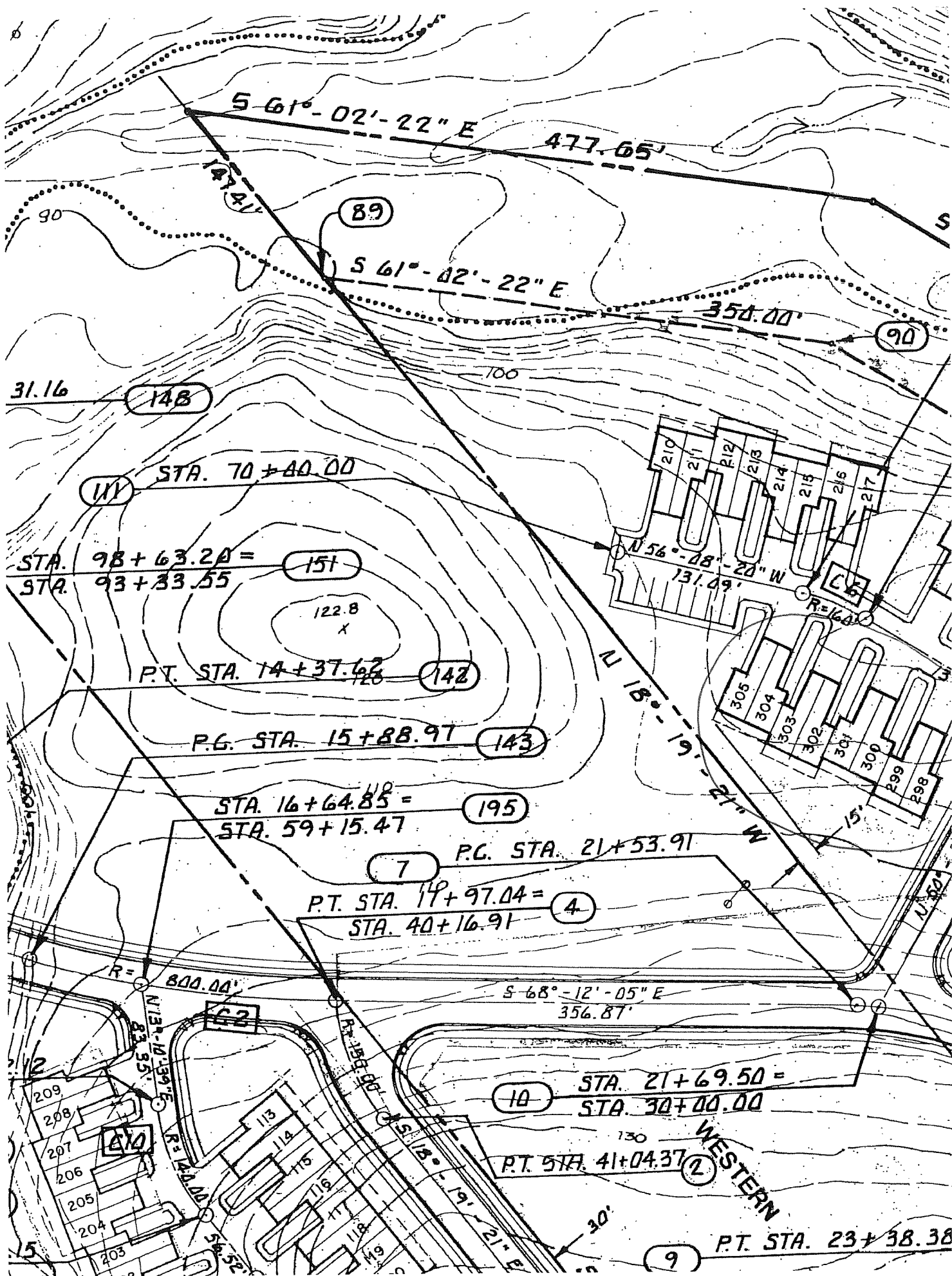
Show all structures on lot existing or proposed



Front Property Line

Please indicate setbacks for all proposed work

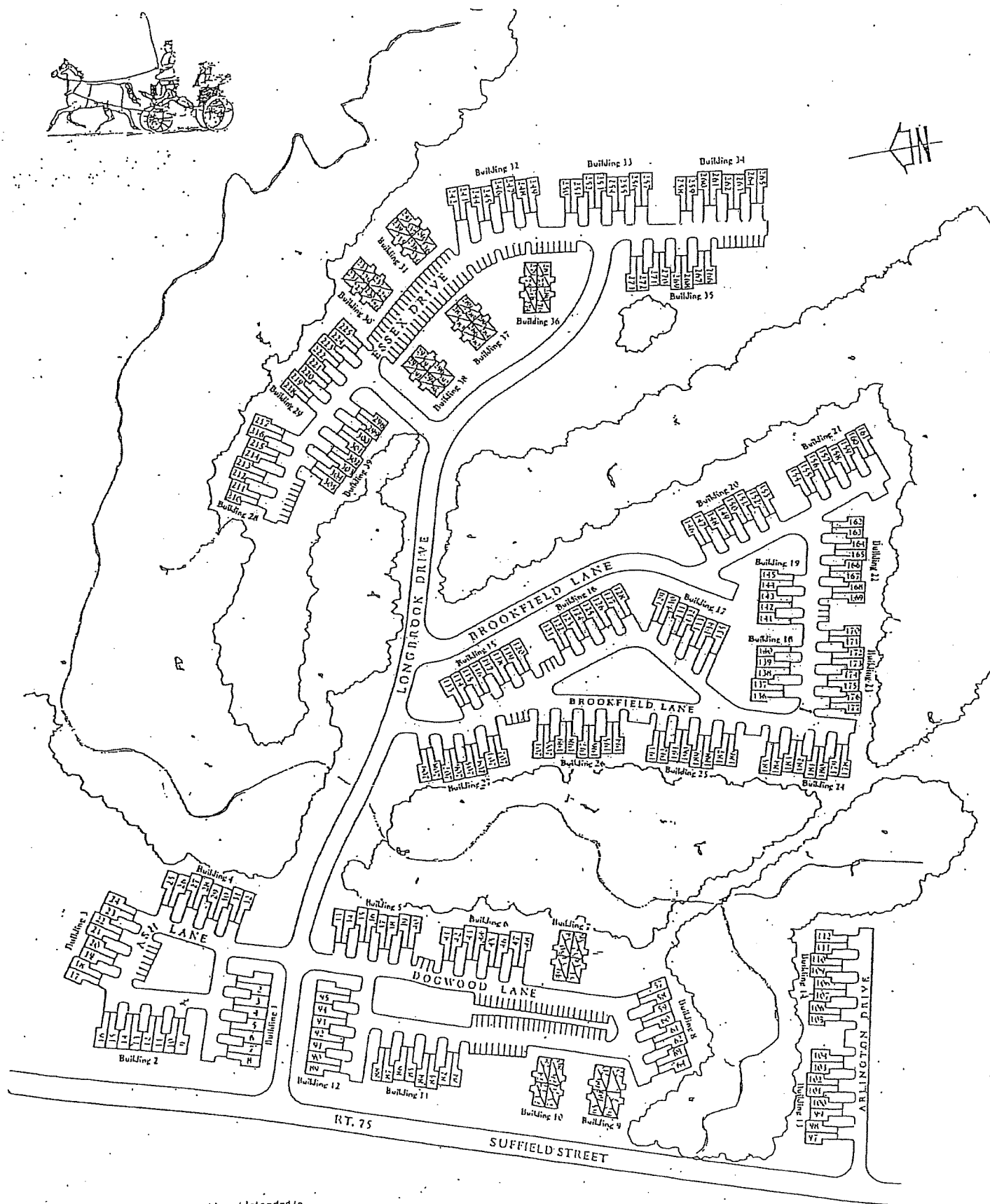
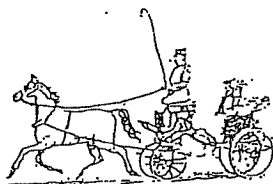
PLEASE SEE ATTACHED FOR FULL SITE AND BUILDING 39;
298-305 EISEX EXISTING.





Master Site Plan

Suffield Street, Agawam, MA 01001 (413) 786-3981



This drawing is an artist's conception and is not intended to be the plan of development in every detail. The Declarant has reserved certain rights in the Condominium Documents to make revisions to the plan during the course of construction. Except for those buildings already constructed, all structures are proposed and need not be built. Please consult the architect's plans and the Condominium Documents for specific information.



The Commonwealth of Massachusetts
Department of Industrial Accidents
Office of Investigations
Lafayette City Center
2 Avenue de Lafayette, Boston, MA 02111-1750
www.mass.gov/dia

Workers' Compensation Insurance Affidavit: Builders/Contractors/Electricians/Plumbers
Applicant Information **Please Print Legibly**

Name (Business/Organization/Individual): Atium Property Services Inc -
Address: 476 College Highway
City/State/Zip: Salem MA 01077 Phone #: 413-569-5557

Are you an employer? Check the appropriate box:

1. ☒ I am an employer with 13 employees (full and/or part-time).*
2. ☐ I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required.]
3. ☐ I am a homeowner doing all work myself. [No workers' comp. insurance required.] †

4. ☐ I am a general contractor and I have hired the sub-contractors listed on the attached sheet. These sub-contractors have employees and have workers' comp. insurance. ‡
5. ☐ We are a corporation and its officers have exercised their right of exemption per MGL c. 152, §1(4), and we have no employees. [No workers' comp. insurance required.]

Type of project (required):

6. ☐ New construction
7. ☐ Remodeling
8. ☐ Demolition
9. ☐ Building addition
10. ☐ Electrical repairs or additions
11. ☐ Plumbing repairs or additions
12. ☐ Roof repairs
13. ☒ Other REPAIR/REPLACE DOOR(S) + WINDOW(S)

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

† Homeowners who submit this affidavit indicating they are doing all work and then hire outside contractors must submit a new affidavit indicating such.

‡ Contractors that check this box must attach an additional sheet showing the name of the sub-contractors and state whether or not those entities have employees. If the sub-contractors have employees, they must provide their workers' comp. policy number.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy and job site information.

Insurance Company Name: HARTFORD UNDERWRITERS INSUR. CO.

Policy # or Self-ins. Lic. #: 656 06 BOW 424 27925 Expiration Date: 3-06-26

Job Site Address: Longbrook St - 298-305 Essex City/State/Zip: Abnham MA - 01001

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).
Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify under the pains and penalties of perjury that the information provided above is true and correct.

Signature: [Signature] Date: 12-31-25

Phone #: 413-569-5557

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: _____ Permit/License # _____

Issuing Authority (check one):

1 ☐ Board of Health 2 ☐ Building Department 3 ☐ City/Town Clerk 4 ☐ Electrical Inspector 5 ☐ Plumbing Inspector 6 ☐ Other _____

Contact Person: _____ Phone #: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Wendy Marie Gellinas
Brown & Brown Insurance Services, Inc.	PHONE (A/C, No, Ext): (413) 447-7376
75 S Church St, Suite 405	FAX (A/C, No):
	E-MAIL ADDRESS: Wendy.Gellinas@bbrown.com
	INSURER(S) AFFORDING COVERAGE
Pittsfield MA 01201	INSURER A: West American Insurance Company
	INSURER B: The Ohio Casualty Insurance Company
INSURED	INSURER C: Mount Vernon Fire Insurance Company
Atrium Property Services Inc	INSURER D:
476 College Hwy	INSURER E:
	INSURER F:
Southwick MA 01077	

COVERAGES

CERTIFICATE NUMBER: 25-26 Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			BKW59808140	03/06/2025	03/06/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			BAO59808140	03/06/2025	03/06/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			USO59808140	03/06/2025	03/06/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Errors and Omissions			PM2550693G	06/13/2025	06/13/2026	Tenant Discrimination \$250,000 Property Managers Errors \$1,000,000 Deductible per Claim \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Crime-Employee Dishonesty Travelers Casualty and Surety Company of America Policy # 105889972 2/1/25-2/1/28 Limit \$500,000, retention \$5,000

CERTIFICATE HOLDER

CANCELLATION

Town of Agawam Building Dept 1000 Suffield Street Agawam MA 01001	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Wendy M. Gellinas
---	--

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BROWN & BROWN INSURANCE SERVICES INC 980 Washington Street Suite 325 Dedham MA 02026	CONTACT NAME: Marion Lentes PHONE (A/C, No, Ext): (781) 455-6664 FAX (A/C, No): E-MAIL ADDRESS: marion.lentes@bbrown.com														
INSURED ATRIUM PROPERTY SERVICES INC 476 COLLEGE HWY SOUTHWICK MA 01077	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: HARTFORD UNDERWRITERS INS CO</td><td>30104</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: HARTFORD UNDERWRITERS INS CO	30104	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 1182997

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:			N/A			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			N/A			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			N/A			EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	N/A	6S60UB0W42427925	03/06/2025	03/06/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
				N/A			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers' Compensation benefits will be paid to Massachusetts employees only. Pursuant to Endorsement WC 20 03 06 B, no authorization is given to pay claims for benefits to employees in states other than Massachusetts if the insured hires, or has hired those employees outside of Massachusetts.

This certificate of insurance shows the policy in force on the date that this certificate was issued (unless the expiration date on the above policy precedes the issue date of this certificate of insurance). The status of this coverage can be monitored daily by accessing the Proof of Coverage - Coverage Verification Search tool at www.mass.gov/lwd/workers-compensation/investigations/.

CERTIFICATE HOLDER**CANCELLATION**

Town of Agawam Building Dept 1000 Suffield Street Agawam MA 01001	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Daniel M. Crowley, CPCU, Vice President - Residual Market - WCRIBMA
---	--

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Commonwealth of Massachusetts
Town of Agawam
Building Department
1000 Suffield Street, Agawam MA 01001 | (413) 821-0632

DEBRIS DISPOSAL AFFIDAVIT

In accordance of the provisions of M.G.L. Chapter 40, section 54, I acknowledge that as a condition of the building permit all debris resulting from the construction activity governed by this Building Permit shall be disposed of in a properly licensed solid waste disposal facility, as defined by M.G.L. Chapter 111, section 150A.

USA HAULING
Disposal/Dumpster Firm Name

WINGBROOK ESTATES - 298 - 305 ESSEX
Construction Site Address

[Signature]
Signature of Permit Application

12-31-25
Date

Appendix 1

Construction Documents are required for structures that must comply with 780 CMR 107. The checklist below is a compilation of the documents that may be required. The applicant shall fill out the checklist and provide the contact information of the registered professionals responsible for the documents. This appendix is to be submitted with the building permit application. N/A -

Checklist for Construction Documents*

No.	Item	Mark "x" where applicable		
		Submitted	Incomplete	Not Required
1	Architectural			
2	Foundation			
3	Structural			
4	Fire Suppression			
5	Fire Alarm (may require repeaters)			
6	HVAC			
7	Electrical			
8	Plumbing (include local connections)			
9	Gas (Natural, Propane, Medical or other)			
10	Surveyed Site Plan (Utilities, Wetland, etc.)			
11	Specifications			
12	Structural Peer Review			
13	Structural Tests & Inspections Program			
14	Fire Protection Narrative Report			
15	Existing Building Survey/Investigation			
16	Energy Conservation Report			
17	Architectural Access Review (521 CMR)			
18	Workers Compensation Insurance			
19	Hazardous Material Mitigation Documentation			
20	Other (Specify)			
21	Other (Specify)			
22	Other (Specify)			

*Areas of Design or Construction for which plans are not complete at the time of application submittal must be identified herein. Work so identified must not be commenced until this application has been amended and the proposed construction document amendment has been approved by the authority having jurisdiction.

Registered Professional Contact Information

Name (Registrant)	Telephone No.	e-mail address	Registration Number
Street Address	City/Town	State Zip	Discipline Expiration Date
Name (Registrant)	Telephone No.	e-mail address	Registration Number
Street Address	City/Town	State Zip	Discipline Expiration Date
Name (Registrant)	Telephone No.	e-mail address	Registration Number
Street Address	City/Town	State Zip	Discipline Expiration Date

Please follow this link for [construction control forms](#) to be used by Registered Design Professionals.

Appendix 2
(For total demolition only)

N/A.

For the demolition of structures the building permit applicant shall attest that utility and other service connections are properly addressed to ensure for public safety.

Please fill in the information below and submit this appendix with the building permit application. The building permit applicant attests under the pains and penalties of perjury that the following is true and accurate.

Property Location

No. and Street	City /Town	Zip	Name of Building (if applicable)
Assessors Map #	Block # and/or Lot #		

For the above described property the following action was taken:

Water Shut Off?	Yes ☐	No ☐	Provider notified and Release obtained?	Yes ☐	No ☐
Gas Shut Off?	Yes ☐	No ☐	Provider notified and Release obtained?	Yes ☐	No ☐
Electricity Shut Off?	Yes ☐	No ☐	Provider notified and Release obtained?	Yes ☐	No ☐
	Yes ☐	No ☐	Provider notified and Release obtained?	Yes ☐	No ☐
Other (if applicable)			Provider notified and Release obtained?	Yes ☐	No ☐
	Yes ☐	No ☐	Other (if applicable)		

Hampden Registry of Deeds
436 DWIGHT STREET
SPRINGFIELD, MA 01103

Cheryl A. Coakley-Rivera

RG425RP: Land Records CERTIFIED copy request
Dated: 03-09-2026 @ 13:55:07
Req by: MARISSA GIAIMO ESQ

Delivery: Pickup
Wkstn: SEC#22522C
Local
Trans #: 7108

Inst#: 02-27-2008 in Book: 17167 Page: 121
Page #'s requested: F-L # of pages printed: 26 Copies: 3
Fee: 78.00

Customer will pick up

*** CERTIFIED COPY *** *** CERTIFIED COPY *** *** CERTIFIED COPY ***

This document is referred to by the following documents:

Book-Page	Date	#	Type	Description
17172 196	02-29-2008		LP	

This document contains references to the following documents:

Book-Page	Date	#	Type	Description
6808 168	04-15-1988	429	MSDD	A,B 255/120
14362 1	07-26-2004	1065	AMEND	6808/168

2026 SEP 9 PM 3:55
REGISTRY OF DEEDS
SPRINGFIELD, MA

***** Certify Stamp *****

Bk 17167 Pgl21 #11497

**PHASING AMENDMENT TO THE MASTER DEED
OF LONGBROOK ESTATES CONDOMINIUM**

WHEREAS, the undersigned, GFI LONGBROOK, LLC, a Limited Liability Company duly organized and existing under the laws of the Commonwealth of Massachusetts, with an address of 133 Pearl Street, Suite 400, Boston, Massachusetts 02110 (hereinafter, the "Declarant"); and

WHEREAS, Princess Realty, Inc. has been granted the revived rights to construct and develop additional phases of the Longbrook Estates Condominium (the "Condominium"), a Condominium created by Master Deed recorded with the Hampden County Registry of Deeds (the "Registry") in Book 6808, Page 168 (the "Master Deed"), by a certain Instrument of Revival and Grant Pursuant to M.G.L. c. 183A, §§5(b)(2)(iii) recorded with the Registry at Book 14362, Page 1, (the "Instrument of Revival"); and

WHEREAS, GFI LONGBROOK, LLC is the successor in interest to Princess Realty, Inc., under said Instrument of Revival, pursuant to deed dated July 22, 2004, and recorded with the Registry on July 22, 2004 in Book 14354, Page 481; and

WHEREAS, GFI LONGBROOK, LLC has completed the construction of six (6) Units in Building Thirty-Nine (39), in Phase XVII of the Condominium; and

WHEREAS, GFI LONGBROOK, LLC desires to add the land, with the said buildings and units thereon, to the Condominium and submit the same to the condominium form of ownership, the provisions of the said Master Deed, and Massachusetts General Laws Chapter 183A, as amended, pursuant to the terms and provisions of the Instrument of Revival and said Master Deed, and in particular, Article XX, section 20.6 thereof.

NOW, THEREFORE, GFI LONGBROOK, LLC, as holder of the revived rights to construct and develop the Condominium, and as attorney-in-fact for any and all Unit Owners at the said Condominium as provided in the Master Deed, hereby amends the Master Deed in accordance with the Instrument of Revival and said Article XX, Section 20.6 and other provisions of the Master Deed as follows:

A TRUE PHOTOCOPY AS RECORDED IN
HAMPDEN COUNTY REGISTRY OF DEEDS
AND IT IS SO CERTIFIED



Bk 17167 Pg121 #11497

Page 1 of 26

Printed: March 9, 2026 @ 13:55:07

ATTEST:

Chl A. Coakley-Rivera, Esq.

REGISTER OF DEEDS

1. The Condominium shall now consist of Seventeen (17) Phases with One Hundred Ninety-Nine (199) units in Twenty-Five (25) Building(s) and one (1) partially complete Building(s). The location and depiction of the Phases, with the Buildings and Units located therein, are shown on the As-Built Site Plan and Floor Plans of the Condominium, including, without limitation, on the Site Plan recorded herewith and, as to the Phase XVII Building, on the Floor Plans recorded herewith.
2. The Phase XVII Building is described as follows: a portion of Building 39, containing 6 units, is two stories in height. The principal materials of construction of the building in Phase XVII are as follows: wood-frame construction on concrete foundations, with vinyl siding, and an asphalt or fiberglass shingled roof.
3. Schedule C attached hereto, together with the above-described Floor Plans and Site Plan, describe and show the locations, designations, approximate areas, percentage interests, number of rooms and immediately accessible common areas for the six (6) units in the Phase XVII Building, as well as the revised addresses, if necessary, and percentage interests for all of the Units now comprising the Condominium.
4. The Boundaries of the Units in the Phase XVII Building are as set forth in the said Master Deed.
5. The Appurtenances to the Units in the Phase XVII Building are as set forth in the said Master Deed.
6. A Description of the common areas and facilities with respect to Phase XVII is set forth in the said Master Deed, with the common land of the Condominium, including Phase XVII, being described in Schedule A attached hereto and being shown on the Site Plan recorded herewith.
7. A Description of the Additional Land Contemplated to be Submitted in Subsequent Phases is described in Schedule B attached hereto.
8. Except as set forth herein or in the Instrument of Revival, all other provisions of the Master Deed shall remain in full force and effect.

A TRUE PHOTOCOPY AS RECORDED IN
HAMPDEN COUNTY REGISTRY OF DEEDS
AND IT IS SO CERTIFIED



Bk 17167 Pg121 #11497

Page 2 of 26

Printed: March 9, 2026 @ 13:55:07

ATTEST:

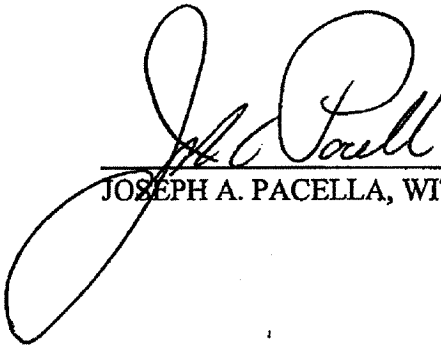
Chf A. Coakley-Rivera, Esq.

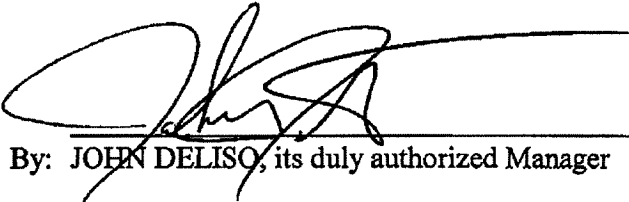
REGISTER OF DEEDS

In witness whereof, the undersigned has caused this Phasing Amendment to be executed by its duly authorized officer on this 27 day of February, 2008.

GFI LONGBROOK, LLC

By: CAT DEVELOPERS, LLC., its duly
authorized Manger

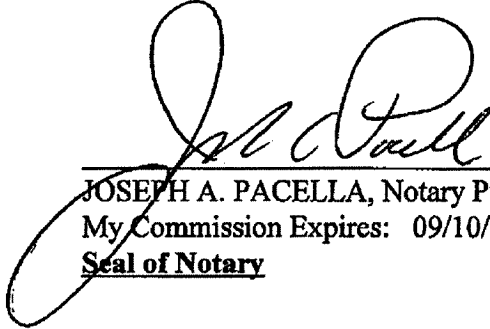

JOSEPH A. PACELLA, WITNESS


By: JOHN DELISO, its duly authorized Manager

COMMONWEALTH OF MASSACHUSETTS

Hampden County, ss.

On this 27 day of February, 2008, before me, the undersigned Notary Public, personally appeared the above-named John Deliso, Manager of CAT DEVELOPERS, LLC, proved to me by satisfactory evidence of identification, being a valid driver's, to be the person whose name is signed above, and acknowledged to me that he signed the foregoing voluntarily for its stated purpose, on behalf of CAT DEVELOPERS, LLC as the duly-authorized Manager of GFI LONGBROOK, LLC.


JOSEPH A. PACELLA, Notary Public
My Commission Expires: 09/10/2010
Seal of Notary

11802-040855\145385.wpd

A TRUE PHOTOCOPY AS RECORDED IN
HAMPDEN COUNTY REGISTRY OF DEEDS
AND IT IS SO CERTIFIED



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ATTEST:

Chf A. Coakley-Rivera, Esq.

REGISTER OF DEEDS

SCHEDULE A
LAND SUBMITTED TO THE CONDOMINIUM

PHASES I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, XV, XVI and XVII

A certain parcel of land situated in Agawam, Hampden County, Massachusetts, as shown on a Plan entitled "Survey Map LongBrook Estates Condominium" drawn by Anderson Associates, dated October 29, 2007 recorded in the Hampden County Registry of Deeds in Book of Plans 349, Page 62. See also Book of Plans 341, Page 84; 255, Page 120; 259, Page 107; 261, Page 97; 263, Page 71; 265, Page 62; and 279, Page 110; 283 Page 25; 288 Page 6; 290 Page 90; 294 Page 10; 297 Page 21; 299, Page 13; and 338, Page 71; 344, Page 37; and 345, Page 130.

PARCEL I

Said Parcel is bounded and described as follows:

BEGINNING at a monument at the point of intersection of the southerly boundary of land of Western Massachusetts Electric Company and the easterly line of Suffield Street (Route 75) and running thence:

- | | |
|-------------------|--|
| S. 53° 59' 50" E. | a distance of four hundred sixty three and 12/100 (463.12) feet along land of Western Massachusetts Electric Company to a monument; thence |
| S. 18° 17' 17" E. | a distance of one thousand five hundred twenty four and 68/100 (1524.68) feet along land of Western Massachusetts Electric Company to a point; thence |
| S. 75° 02' 13" W. | a distance of forty six and 43/100 (46.43) feet along land of Tennessee Gas Transmission Company to a point; thence |
| N. 77° 50' 17" W. | a distance of six hundred eighty seven and 21/100 (687.21) feet along land of Tennessee Gas Transmission Company to a point; thence |
| N. 27° 25' 40" W. | a distance of two hundred ninety and 37/100 (290.37) feet along other land of the Declarant to a point; thence |
| N. 71° 49' 40" W. | a distance of four hundred twenty nine and 49/100 (429.49) feet along other land of the Declarant to a point on the easterly line of Suffield Street; thence |

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N. 18° 10' 20" E. a distance of fifty two and 11/100 (52.11) feet along the easterly line of Suffield Street (Route 75) to an iron pin; thence

N. 18° 45' 20" E. a distance of one thousand two hundred sixty two and 31/100 (1262.31) feet along the easterly line of Suffield Street (Route 75) to the point of beginning.

Said parcel containing approximately 22.58 acres.

PARCEL II

Said Parcel is bounded and described as follows:

BEGINNING at a point on the easterly boundary line of land of Western Massachusetts Electric Company, said point being on said easterly boundary line of land of Western Massachusetts Electric Company N. 18° 17' 17" W. a distance of seven hundred eighteen and 65/100 (718.65) feet from the point of intersection of the said easterly boundary line of land of Western Massachusetts Electric Company and the northerly boundary line of land of Tennessee Gas Transmission Company as shown on said plan and running; thence

N. 18° 17' 17" W. along the easterly boundary line of land of Western Massachusetts Electric Company a distance of one hundred ninety and 82/100 (190.82) feet to a point; thence

N. 50° 50' 40" E. along other land of the Declarant a distance of one hundred fifty eight and 14/100 (158.14) feet along to a point; thence

S. 39° 09' 20" E. along other land of the Declarant a distance of one hundred seventy eight and 30/100 (178.30) feet to a point; thence

S. 50° 50' 40" W. along other land of the Declarant a distance of two hundred twenty six and 11/100 (226.11) feet to the point of beginning.

Said Parcel containing approximately 0.78 acres

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ATTEST:

Chl A. Coakley-Rivera, Esq.

REGISTER OF DEEDS

PARCELS I AND II:

BEING a portion of the premises conveyed to GFI LONGBROOK, LLC. by deed of PRINCESS REALTY, INC., as recorded in Book 14354, Page 481 of the Hampden County Registry of Deeds.

SUBJECT TO a mortgage to Webster Bank affecting Phase XVII only, as recorded in the Hampden County Registry of Deeds in Book 16281, Page 313. See Consent and Subordination of Mortgage recorded herewith.

SUBJECT TO a mortgage to JOSEPH A. PACELLA AND RALPH DEPALMA affecting Phase XVII only, as recorded in the Hampden County Registry of Deeds in Book 16281, Page 342. See Consent and Subordination of Mortgage recorded herewith.

SUBJECT TO the provisions of the ORDER OF CONDITIONS issued by the AGAWAM CONSERVATION COMMISSION dated November 13, 2003 and recorded as aforesaid in Book 14354, Page 470.

SUBJECT TO a taking by the Town of Agawam for the layout of Suffield Street dated August 18, 1969 as set forth in Book 3451, Page 230; Book 3508, Page 40; and Book of Plans 111, Pages 1 through 20, as recorded at the Hampden County Registry of Deeds.

SUBJECT TO rights of NORTHEASTERN GAS TRANSMISSION COMPANY as set forth in an instrument dated March 1, 1951 and recorded as aforesaid in Book 2102, Page 79.

SUBJECT TO rights of TENNESSEE GAS TRANSMISSION COMPANY as set forth in an instrument dated February 13, 1960 and recorded as aforesaid in book 2729, Page 439.

SUBJECT TO pole and wire rights granted to Western Massachusetts Electric Company as set forth in an instrument dated April 11, 1988 recorded as aforesaid in Book 6815, Page 161, and in an instrument dated June 21, 1988 and recorded as aforesaid in Book 6885, Page 85, if applicable.

TOGETHER with rights reserved in the deed from AUGUST BONOMI, et al to WESTERN MASSACHUSETTS ELECTRIC COMPANY dated May 11, 1966 and recorded as aforesaid in Book 3184, Page 658, which rights have been exercised by the DECLARANT, GFI LONGBROOK, LLC by construction of a Fifty (50.00) foot Roadway across the Parcel of Land shown on the above referenced Plan as being land of Western Massachusetts Electric Company connecting Parcel I to Parcel II and to the Additional Land of the Declarant described herein, in the location shown on the above referenced Plan, said location and construction having been consented to and agreed to by Western Massachusetts Electric Company.

A TRUE PHOTOCOPY AS RECORDED IN
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ATTEST:

Chl A. Coakley-Rivera, Esq.

REGISTER OF DEEDS

SCHEDULE B

ADDITIONAL LAND CONTEMPLATED TO
BE SUBMITTED IN SUBSEQUENT PHASES

Two (2) certain parcels of land situated in Agawam, Hampden County, Massachusetts, as shown on Plans entitled "Survey Map - LongBrook Estates Condominium" drawn by Anderson Associates dated October 29, 2007, recorded in the Hampden County Registry of Deeds in Book of Plans 349, Page 62. See also Book of Plans 341, Page 84; 255, Pages 120 and 121; 259, Pages 108 and 109; 261, Pages 97 and 98; 263, Page 71; 265, Pages 62 and 63; 279, Page 110; 283 Page 25; 288 Page 6; 290 Page 90; 294 Page 10; 297 Page 21; 299, Page 13; 338, Page 71; 344, Page 37 and 345, Page 130.

Said Parcels are bounded and described as follows:

PARCEL A-1:

BEGINNING at a point lying at the southwest corner of said Parcel A-1 being at the intersection of the easterly line of Suffield Street and the Northerly line of land now or formerly of Tennessee Gas Transmission Company; thence running:

- | | |
|------------------|---|
| N. 18 10' 20" E. | a distance of two hundred sixty-seven and 98/100 (267.98) feet along the easterly line of Suffield Street (Route 75) to a point; thence |
| S. 71 49' 40" E. | a distance of four hundred twenty-nine and 49/100 (429.49) feet to a point; thence |
| S. 27 25' 40" E. | a distance of two hundred ninety and 37/100 (290.37) feet to a point; thence |
| N. 77 38' 17" W. | a distance of six hundred forty and 24/100 (640.24) feet, along the northerly boundary of land now or formerly of the Tennessee Gas Transmission Company to the point of beginning. |

Said parcel containing approximately 2.96 acres.

PARCEL B:

BEGINNING at an iron pin at the southeast corner of land of Western Massachusetts Electric Company, said iron pin being on the northerly boundary of land of the Tennessee Gas Transmission Company and thence running:

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ATTEST:

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REGISTER OF DEEDS

- N. 18° 17' 17" W. a distance of one thousand five hundred one and 18/100 (1501.18) feet along the easterly boundary of land of Western Massachusetts Electric Company to an iron pin; thence
- S. 61° 00' 19" E. a distance of four hundred seventy-seven and 585/1000 (477.585) feet along the southwesterly boundary of land of Ralph DePalma and Joseph A. Pacella to an iron pin; thence
- S. 39° 06' 17" E. a distance of seven hundred twenty-three and 44/100 (723.44) feet along the southwesterly boundary of land of Ralph DePalma and Joseph A. Pacella to an iron pin; thence
- S. 50° 48' 56" W. a distance of one hundred and 275/1000 (100.275) feet along the northwesterly boundary of land of Ralph DePalma and Joseph A. Pacella to an iron pin; thence
- N. 76° 48' 47" W. a distance of sixty-nine and 52/100 (69.52) feet, more or less, along the northerly line of land of Tennessee Gas Transmission Company to an iron pin; thence
- S. 08° 48' 43" W. a distance of five hundred forty-four and 88/100 (544.88) feet along the westerly boundary of land of Tennessee Gas Transmission Company to an iron pin; thence
- S. 75° 02' 13" W. a distance of one hundred eighty and 195/1000 (180.195) feet, more or less, along the northerly boundary of land of

Tennessee Gas Transmission Company to the point of beginning.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

EXCEPTED PARCEL

Said Parcel is bounded and described as follows:

BEGINNING at a point on the easterly boundary line of land of Western Massachusetts Electric Company, said point being on said easterly boundary line of land of Western Massachusetts Electric Company N. 18° 17' 17" W. a distance of seven hundred eighteen and 65/100 (718.65) feet from the point of intersection of the said easterly boundary line of land of Western Massachusetts Electric Company and the northerly boundary line of land of Tennessee Gas Transmission Company as shown on said plan and running; thence

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REGISTER OF DEEDS

- N. 18° 17' 17" W. along the easterly boundary line of land of Western Massachusetts Electric Company a distance of one hundred ninety and 82/100 (190.82) feet to a point; thence
- N. 50° 50' 40" E. along other land of the Declarant a distance of one hundred fifty eight and 14/100 (158.14) feet along to a point; thence
- S. 39° 09' 20" E. along other land of the Declarant a distance of one hundred seventy eight and 30/100 (178.30) feet to a point; thence
- S. 50° 50' 40" W. along other land of the Declarant a distance of two hundred twenty six and 11/100 (226.11) feet to the point of beginning.

Said Parcel containing approximately 10.97 acres.

PARCELS A-1 AND B:

BEING a portion of the premises conveyed to GFI LONGBROOK, LLC. by deed of PRINCESS REALTY, INC., as recorded in Book 14354, Page 481 of the Hampden County Registry of Deeds.

SUBJECT TO a mortgage to Webster Bank affecting Phase XVII only, as recorded in the Hampden County Registry of Deeds in Book 16281, Page 313. See Consent and Subordination of Mortgage recorded herewith.

SUBJECT TO a mortgage to JOSEPH A. PACELLA AND RALPH DEPALMA affecting Phase XVII only, as recorded in the Hampden County Registry of Deeds in Book 16281, Page 342. See Consent and Subordination of Mortgage recorded herewith.

SUBJECT TO the provisions of the ORDER OF CONDITIONS issued by the AGAWAM CONSERVATION COMMISSION dated November 13, 2003 and recorded as aforesaid in Book 14354, Page 470.

SUBJECT TO a taking by the Town of Agawam for the layout of Suffield Street dated August 18, 1969 as set forth in Book 3451, Page 230; Book 3508, Page 40; and Book of Plans 111, Pages 1 through 20, as recorded at the Hampden County Registry of Deeds.

SUBJECT TO rights of NORTHEASTERN GAS TRANSMISSION COMPANY as set forth in an instrument dated March 1, 1951 and recorded as aforesaid in Book 2101, Page 79.

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SUBJECT TO rights of TENNESSEE GAS TRANSMISSION COMPANY as set forth in an instrument dated February 13, 1960 and recorded as aforesaid in Book 2729, Page 439.

SUBJECT TO pole and wire rights granted to Western Massachusetts Electric Company as set forth in an instrument dated April 11, 1988 recorded as aforesaid in Book 6815, Page 161, and in an instrument dated June 21, 1988 and recorded as aforesaid in Book 6885, Page 85.

TOGETHER with rights reserved in the deed from AUGUST BONOMI, et al to WESTERN MASSACHUSETTS ELECTRIC COMPANY dated May 11, 1966 and recorded as aforesaid in Book 3184, Page 658, which rights have been exercised by the DECLARANT, GFI LONGBROOK, LLC by construction of a Fifty (50.00) foot Roadway across the Parcel of Land shown on the above referenced Plan as being land of Western Massachusetts Electric Company connecting Parcel I to Parcel II and to the Additional Land of the Declarant described herein, in the location shown on the above referenced Plan, said location and construction having been consented to and agreed to by Western Massachusetts Electric Company.

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ATTEST:

Chl A. Coakley-Rivera, Esq.

REGISTER OF DEEDS

SCHEDULE C

UNIT DESIGNATIONS, LOCATIONS AND UNDIVIDED INTERESTS IN THE COMMON
ELEMENTS OF THE CONDOMINIUM.

<u>UNIT DESIGNATION & LOCATION</u>	<u>UNDIVIDED INTEREST IN THE COMMON ELEMENTS</u>
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BUILDING #1 (PHASE V)

Unit 1	.0053508
Unit 2	.0053508
Unit 3	.0053508
Unit 4	.0053508
Unit 5	.0053508
Unit 6	.0053508
Unit 7	.0053508
Unit 8	<u>.0053508</u>

BUILDING TOTAL OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS	.0428064
--	----------

BUILDING #2 (PHASE III)

Unit 9	.0053508
Unit 10	.0053508
Unit 11	.0053508
Unit 12	.0053508
Unit 13	.0053508
Unit 14	.0053508

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Chl A. Coakley-Rivera, Esq.

REGISTER OF DEEDS

Unit 15	.0053508
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Unit 16	<u>.0053508</u>
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BUILDING TOTAL OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS	.0428064
--	----------

BUILDING #3 (PHASE V)

Unit 17	.0053508
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Unit 18	.0053508
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Unit 19	.0053508
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Unit 20	.0053508
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Unit 21	.0053508
---------------	----------

Unit 22	.0053508
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Unit 23	.0053508
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Unit 24	<u>.0053508</u>
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BUILDING TOTAL OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS	.0428064
--	----------

BUILDING #4 (PHASE IV)

Unit 25	.0053508
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Unit 26	.0053508
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Unit 27	.0053508
---------------	----------

Unit 28	.0053508
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Unit 29	.0053508
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REGISTER OF DEEDS

Unit 30	.0053508
Unit 31	.0053508
Unit 32	<u>.0053508</u>

BUILDING TOTAL OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS	.0428064
--	----------

BUILDING #5 (PHASE I)

Unit 33	.0053508
Unit 34	.0053508
Unit 35	.0053508
Unit 36	.0053508
Unit 37	.0053508
Unit 38	.0053508
Unit 39	.0053508
Unit 40	<u>.0053508</u>

BUILDING TOTAL OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS	.0428064
--	----------

BUILDING #6 (PHASE I)

Unit 41	.0053508
Unit 42	.0053508
Unit 43	.0053508
Unit 44	.0053508

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ATTEST:

Chl A. Coakley-Rivera, Esq.

REGISTER OF DEEDS

Unit 45	.0053508
Unit 46	.0053508
Unit 47	.0053508
Unit 48	<u>.0053508</u>

BUILDING TOTAL OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS	.0428064
--	----------

BUILDING #7 (PHASE II)

Unit 49	.0046065
Unit 50	.0046065
Unit 51	.0046065
Unit 52	.0046065
Unit 53	.0046065
Unit 54	.0046065
Unit 55	.0046065
Unit 56	<u>.0046065</u>

BUILDING TOTAL OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS	.0368250
--	----------

BUILDING #8 (PHASE II)

Unit 57	.0053508
Unit 58	.0053508
Unit 59	.0053508

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REGISTER OF DEEDS

Unit 60	.0053508
Unit 61	.0053508
Unit 62	.0053508
Unit 63	.0053508
Unit 64	<u>.0053508</u>

BUILDING TOTAL OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS	.0428064
--	----------

BUILDING #9 (PHASE II)

Unit 65	.0046065
Unit 66	.0046065
Unit 67	.0046065
Unit 68	.0046065
Unit 69	.0046065
Unit 70	.0046065
Unit 71	.0046065
Unit 72	<u>.0046065</u>

BUILDING TOTAL OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS	.0368250
--	----------

BUILDING #10 (PHASE II)

Unit 73	.0046065
Unit 74	.0046065

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REGISTER OF DEEDS

Unit 75	.0046065
Unit 76	.0046065
Unit 77	.0046065
Unit 78	.0046065
Unit 79	.0046065
Unit 80	<u>.0046065</u>

BUILDING TOTAL OF UNDIVIDED INTEREST IN
THE COMMON ELEMENTS0368250

BUILDING #11 (PHASE I)

Unit 81	.0053508
Unit 82	.0053508
Unit 83	.0053508
Unit 84	.0053508
Unit 85	.0053508
Unit 86	.0053508
Unit 87	.0053508
Unit 88	<u>.0053508</u>

BUILDING TOTAL OF UNDIVIDED INTEREST IN
THE COMMON ELEMENTS0428064

BUILDING #12 (PHASE I)

Unit 89	.0053508
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REGISTER OF DEEDS

Unit 90	.0053508
Unit 91	.0053508
Unit 92	.0053508
Unit 93	.0053508
Unit 94	.0053508
Unit 95	.0053508
Unit 96	<u>.0053508</u>

BUILDING TOTAL OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS	.0428064
--	----------

BUILDING #15 (PHASE VII)

Unit 113	.0043082
Unit 114	.0043082
Unit 115	.0043082
Unit 116	.0043082
Unit 117	.0043082
Unit 118	.0043082
Unit 119	.0043082
Unit 120	<u>.0043082</u>

BUILDING TOTAL OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS	.0344656
--	----------

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ATTEST:

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REGISTER OF DEEDS

BUILDING #16 (PHASE VIII)

Unit 121	.0043082
Unit 122	.0043082
Unit 123	.0043082
Unit 124	.0043082
Unit 125	.0043082
Unit 126	.0043082
Unit 127	.0043082
Unit 128	<u>.0043082</u>

BUILDING TOTAL OF UNDIVIDED INTEREST IN
THE COMMON ELEMENTS0344656

BUILDING #17 (PHASE IX)

Unit 129	.0053468
Unit 130	.0053466
Unit 131	.0053466
Unit 132	.0053466
Unit 133	.0053466
Unit 134	.0053466
Unit 135	<u>.0053468</u>

BUILDING TOTAL OF UNDIVIDED INTEREST IN
THE COMMON ELEMENTS0374266

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REGISTER OF DEEDS

BUILDING #18 (PHASE XIII)

Unit 136	.0043082
Unit 137	.0043082
Unit 138	.0043082
Unit 139	.0043082
Unit 140	<u>.0043082</u>

BUILDING TOTAL OF UNDIVIDED INTEREST IN
THE COMMON ELEMENTS0215410

BUILDING #19 (PHASE XIV)

Unit 141	.0053508
Unit 142	.0053508
Unit 143	.0053508
Unit 144	.0053508
Unit 145	<u>.0053508</u>

BUILDING TOTAL OF UNDIVIDED INTEREST IN
THE COMMON ELEMENTS0267540

BUILDING #20 (PHASE XV)

Unit 146	.0053508
Unit 147	.0053508
Unit 148	.0053508
Unit 149	.0053508

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Chl A. Coakley-Rivera, Esq.

REGISTER OF DEEDS

Unit 150	.0053508
Unit 151	.0053508
Unit 152	.0053508
Unit 153	<u>.0053508</u>

BUILDING TOTAL OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS	.0428064
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BUILDING #21 (PHASE XVI)

Unit 154	.0053508
Unit 155	.0053508
Unit 156	.0053508
Unit 157	.0053508
Unit 158	.0053508
Unit 159	.0053508
Unit 160	.0053508
Unit 161	<u>.0053508</u>

BUILDING TOTAL OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS	.0428064
--	----------

BUILDING #22 (PHASE XIV)

Unit 162	.0053508
Unit 163	.0053508
Unit 164	.0053508

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ATTEST:

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REGISTER OF DEEDS

Unit 165	.0053508
Unit 166	.0053508
Unit 167	.0053508
Unit 168	.0053508
Unit 169	<u>.0053508</u>

BUILDING TOTAL OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS	.0428064
--	----------

BUILDING #23 (PHASE XIII)

Unit 170	.0053508
Unit 171	.0053508
Unit 172	.0053508
Unit 173	.0053508
Unit 174	.0053508
Unit 175	.0053508
Unit 176	.0053508
Unit 177	<u>.0053508</u>

BUILDING TOTAL OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS	.0428064
--	----------

BUILDING #24 (PHASE XII)

Unit 178	.0043082
Unit 179	.0043082

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ATTEST:

Chl A. Coakley-Rivera, Esq.

REGISTER OF DEEDS

Unit 180	.0043082
Unit 181	.0043082
Unit 182	.0043082
Unit 183	.0043082
Unit 184	.0043082
Unit 185	<u>.0043082</u>

BUILDING TOTAL OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS	.0344656
--	----------

BUILDING #25 (PHASE XI)

Unit 186	.0043082
Unit 187	.0043082
Unit 188	.0043082
Unit 189	.0043082
Unit 190	.0043082
Unit 191	.0043082
Unit 192	.0043082
Unit 193	<u>.0043082</u>

BUILDING TOTAL OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS	.0344656
--	----------

BUILDING #26 (PHASE X)

Unit 194	.0043082
----------------	----------

A TRUE PHOTOCOPY AS RECORDED IN
HAMPDEN COUNTY REGISTRY OF DEEDS
AND IT IS SO CERTIFIED



Bk 17167 Pg121 #11497

Page 22 of 26

Printed: March 9, 2026 @ 13:55:07

ATTEST:

Chl A. Coakley-Rivera, Esq.

REGISTER OF DEEDS

Unit 195	.0043082
Unit 196	.0043082
Unit 197	.0043082
Unit 198	.0043082
Unit 199	.0043082
Unit 200	.0043082
Unit 201	<u>.0043082</u>

BUILDING TOTAL OF UNDIVIDED INTEREST IN
THE COMMON ELEMENTS0344656

BUILDING #27 (PHASE VI)

Unit 202	.0053508
Unit 203	.0053508
Unit 204	.0053508
Unit 205	.0053508
Unit 206	.0053508
Unit 207	.0053508
Unit 208	.0053508
Unit 209	<u>.0053508</u>

BUILDING TOTAL OF UNDIVIDED INTEREST IN
THE COMMON ELEMENTS0428064

A TRUE PHOTOCOPY AS RECORDED IN
HAMPDEN COUNTY REGISTRY OF DEEDS
AND IT IS SO CERTIFIED



Bk 17167 Pg121 #11497

Page 23 of 26

Printed: March 9, 2026 @ 13:55:07

ATTEST:

Chl A. Coakley-Rivera, Esq.

REGISTER OF DEEDS

PARTIAL BUILDING #39 (PHASE XVII)

Unit 298	.0053508
Unit 299	.0053508
Unit 300	.0053508
Unit 301	.0053508
Unit 302	.0053508
Unit 303	<u>.0053508</u>
BUILDING TOTAL OF UNDIVIDED INTEREST IN	
THE COMMON ELEMENTS	.0321048

A TRUE PHOTOCOPY AS RECORDED IN
HAMPDEN COUNTY REGISTRY OF DEEDS
AND IT IS SO CERTIFIED



Bk 17167 Pg121 #11497

Page 24 of 26

Printed: March 9, 2026 @ 13:55:07

ATTEST:

Chl A. Coakley-Rivera, Esq.

REGISTER OF DEEDS

BUILDING SUMMARY OF SCHEDULE C

BUILDING # 1 (V)	.....	.0428064
BUILDING # 2 (III)	.....	.0428064
BUILDING # 3 (V)	.....	.0428064
BUILDING # 4 (IV)	.....	.0428064
BUILDING # 5 (I)	.....	.0428064
BUILDING # 6 (I)	.....	.0428064
BUILDING # 7 (II)	.....	.0368250
BUILDING # 8 (II)	.....	.0428064
BUILDING # 9 (II)	.....	.0368250
BUILDING #10 (II)	.....	.0368250
BUILDING #11 (I)	.....	.0428064
BUILDING #12 (I)	.....	.0428064
BUILDING #15 (VII)	.....	.0344656
BUILDING #16 (VIII)	.....	.0344656
BUILDING #17 (IX)	.....	.0374266
BUILDING #18 (XIII)	.....	.0215410
BUILDING #19 (XIV)	.....	.0267540
BUILDING #20 (XV)	.....	.0428064

A TRUE PHOTOCOPY AS RECORDED IN
HAMPDEN COUNTY REGISTRY OF DEEDS
AND IT IS SO CERTIFIED



Bk 17167 Pg121 #11497

Page 25 of 26

Printed: March 9, 2026 @ 13:55:07

ATTEST:

Chl A. Coakley-Rivera, Esq.

REGISTER OF DEEDS

BUILDING #21 (XVI)	.0428064
BUILDING #22 (XIV)	.0428064
BUILDING #23 (XIII)	.0428064
BUILDING #24 (XII)	.0344656
BUILDING #25 (XI)	.0344656
BUILDING #26 (X)	.0344656
BUILDING #27 (VI)	.0428064
BUILDING #39 (XVII)	<u>.0321048</u>
TOTAL UNDIVIDED INTERESTS IN THE COMMON ELEMENTS	1.0000000

DONALD E. ASHE, REGISTER
HAMPDEN COUNTY REGISTRY OF DEEDS

A TRUE PHOTOCOPY AS RECORDED IN
HAMPDEN COUNTY REGISTRY OF DEEDS
AND IT IS SO CERTIFIED



Bk 17167 Pg121 #11497

Page 26 of 26

Printed: March 9, 2026 @ 13:55:07

ATTEST:

Chl A. Coakley-Rivera, Esq.

REGISTER OF DEEDS



Town of Agawam

Building Department

1000 Suffield Street, Agawam, Massachusetts 01001

Telephone - (413) 821-0632

February 9, 2026

Jeffrey Gurney- Atrium Property Services, Inc.
476 College Highway
Southwick, MA 01077

Re: "Rear Suffield Street"- a.k.a- Building #39 Essex Drive Units 298 thru 305 Agawam, MA 01001- Building Permit Application- Dated "January 6, 2026";

The building permit application, along with the associated fee, for the proposed repairs to Building #39, specifically Units #304 & #305, has been DENIED and returned. This decision is based on non-compliance with the requirements of the Massachusetts State Building Code (780 CMR) and the Town of Agawam's zoning ordinances.

Records on file show back in 2008 there was a "Stop Work Order" issued from a previous Building Commissioner for units #304 & #305 for being in violation of the Zoning Board of Appeals' (Z.B.A) variance decision in case #1191. Additionally, in 2009, a subsequent request for zoning relief regarding setback requirements was sought under case #1848, however, this request was denied. Furthermore, the remaining units of Building #39 (#304 & #305), remain unlawfully constructed without a valid certificate of occupancy & use being issued.

Respectfully,

Kevin Duquette

Kevin Duquette
Inspector of Buildings
Town of Agawam

780 CMR- 105.3.1 Action on Application. "The building official shall examine or cause to be examined applications for permits and amendments, and shall issue or deny the permit, within 30 days of filing. If the application or the construction documents do not conform to the requirements of 780 CMR and all pertinent laws under the building official's jurisdiction, the building official shall deny such application in writing, stating the reasons therefore."

Building Code 780 CMR- Right of Appeal- If you are aggrieved by this notice, you may appeal to the Board of Building Regulations and Standards, Building Code Appeals Board (BCAB) within 45 days of receipt of this notice in accordance with 780 CMR, Section 113 Appeals.

Zoning- Right of Appeal- If you are aggrieved by this Zoning Notice, you have a right to Appeal to the Board of Appeals- Appeals to the Board of Appeals may be taken by any person aggrieved by reason of his inability to obtain a permit or enforcement action from any administrative office under the provisions of said Chapter 40A, or by any person, including an Officer or Board of the Town or of an abutting Town aggrieved by an order or decision of the Building Official, or other administrative Official, in violation of any provision of said Chapter or the Zoning Ordinances of the Town of Agawam. Such appeal shall be taken by the Board within thirty (30) days from the date of the order or decision which is being appealed, by filing a notice of appeal with the Town Clerk in accordance with the provisions of Chapter 40A.



**TOWN OF AGAWAM
36 MAIN STREET
AGAWAM, MA 01001**

BOARD OF APPEALS

FOR OFFICE USE ONLY

Case #: _____

Filed: _____

Hearing: _____

Expires: _____

Application to Board of Appeals for a hearing on an appeal from a decision of
The Inspector of Buildings _____ **as allowed under Section 2-8, Paragraph C**
“Adopted Charter and MGL, Ch. 40A, Section 8.

Applicant _____ Agawam MA Shoemaker Ln Solar LLC _____

Address _____ 111 Speen Street, Suite 410, Framingham, MA 01701 _____

Premises affected are situated on _____ Shoemaker Lane _____ **Street;** _____ approx. 1000 _____ **feet distant**
from the corner of _____ Moylan Lane _____ **Street and known as street number** _____ 311 _____.

Property is zoned as _____ Residence A-3 _____.

Reason(s) for request

See Notice of Appeal pursuant to M.G.L. c. 40A, s. 15, filed March 2 with Town Clerk, Inspector of Buildings, and ZBA.

The negative zoning determination by the Inspector of Buildings is in violation of M.G.L. c. 40A, ss. 3, 6. The agrivoltaic dual-use solar array in question is agricultural use under Massachusetts law and cannot be prohibited, nor can a special permit be required,

in any zoning district on parcels of over 5 acres such as that at issue here. The agrivoltaic dual-use solar array in question is further protected as a prior nonconforming agricultural use under M.G.L. c. 40A, s. 6, and a solar use entitled to protection under M.G.L. c. 40A, s. 3.

Signature of owner or his authorized agent: _____ /s/ Ryan K. O'Hara; Bacon Wilson, P.C. (BBO No. 698768)
Attorney for Applicant

Telephone #: _____ (413) 584.1287 _____

NOTICE: THIS APPLICATION MUST BE FILLED OUT IN INK OR TYPEWRITTEN

TOWN OF AGAWAM

HAMPDEN, SS.

ZONING BOARD OF APPEALS

AGAWAM MA SHOEMAKER LN
SOLAR LLC,

Petitioner

v.

KEVIN DUQUETTE, as INSPECTOR
OF BUILDINGS FOR THE TOWN OF
AGAWAM,

Respondent

**NOTICE OF APPEAL FROM
ZONING DETERMINATION DATED
FEBRUARY 3, 2026**

NOW COMES the Petitioner, Agawam MA Shoemaker Ln Solar LLC, and respectfully submits this Notice of Appeal relative to the Zoning Determination issued by Agawam Inspector of Buildings Kevin Duquette on February 3, 2026 ("Determination"), claiming that the proposed use of a portion of an existing agricultural field for a 6.7-acre dual-use agrivoltaic solar array and associated infrastructure is not permitted under Agawam Zoning By-Law ("By-Law"). A true and accurate copy of the Determination is attached as Exhibit A hereto ("Ex. A"), pp. 1-2.

FACTS¹

1. Petitioner seeks to develop an agrivoltaic solar project on existing agricultural land at 311 Shoemaker Lane, Agawam, Massachusetts ("Premises").
2. The Premises are owned by Halladay Farm Trust (Timothy Zielinski, Trustee) ("Owner"), under a deed recorded in the Hampden County Registry of Deeds at Book 18505, Page 534.

¹ Representations made as to the facts and circumstances herein are made to the best of available information and knowledge, in an effort to provide the ZBA with background and context prior to hearing. Likewise, legal authority and argument is offered for background and context, without waiving additional arguments Petitioner may have. Petitioner reserves all rights to present any and all evidence at the Public Hearing to be held on this application, pursuant to M.G.L. c. 40A, and to make any and all legal arguments available to it.

3. Petitioner has contractual arrangements with Owner allowing them to develop and pursue any necessary approvals for the proposed agrivoltaic solar project.
4. The Premises contains approximately 36.411 acres of land situated along approximately 217 feet of frontage on Shoemaker Lane.
5. Petitioner proposes constructing and operating an approximately 6.7-acre dual-use agrivoltaic solar array, with associated gravel access road (along which an underground electrical conduit will run), concrete equipment pads, and overhead electrical lines along an existing driveway connecting to existing electrical infrastructure on Shoemaker lane.
6. "Agrivoltaics" is the practice of co-locating agricultural and solar use on the same land, allowing for use of the subject area for both agriculture and solar generation simultaneously.
7. Agrivoltaic solar arrays are different from single-use solar arrays, where land is used only for solar energy production.
8. Agrivoltaic dual-use solar allows agricultural production to continue around, between, and underneath solar generation infrastructure (such as panels).
9. Agrivoltaic dual-use solar generally allows for continued agricultural use of the land for crop cultivation, livestock grazing, pollinator habitats, and like activities, while also generating renewable energy.
10. Massachusetts has a strong public policy in favor of solar development in general, and agrivoltaic solar in particular.
11. Massachusetts law provides preferential and protective tax and zoning treatment to agrivoltaic dual-use solar.
12. M.G.L. c. 61A, § 2A, provides that land "used primarily and directly for agricultural purposes . . . [or] horticultural purposes" may be used to site agrivoltaic solar arrays that do not impede continued use of the land for such agricultural and horticultural purposes while retaining its preferred tax status under M.G.L. c. 61A, § 1 *et seq.*
13. M.G.L. c. 61A, § 2A, further provides that "renewable energy generating sources located on land used primarily and directly for agricultural . . . [or] horticultural purposes . . . shall be subject to the provisions afforded to land used for agriculture under section 3 of chapter 40A."
14. M.G.L. c. 40A, § 3, fully protects agricultural and horticultural uses on properties exceeding five acres from local prohibition, unreasonable regulation, and any requirement for a special permit. See id. ("No zoning ordinance or by-law shall . . .

prohibit, unreasonably regulate, or require a special permit for the use of land for the primary purpose of commercial agriculture . . . [or] horticulture").

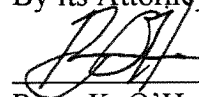
15. M.G.L. c. 40A, § 3, makes agricultural and horticultural uses on parcels of over five acres as-of-right uses in any and all zoning districts. Building Inspector of Mansfield v. Curvin, 22 Mass. App. Ct. 401, 402-403 (1986).
16. Additionally, M.G.L. c. 40A, § 3, further protects solar uses specifically, stating "no zoning ordinance or by-law shall prohibit or unreasonably regulate the installation of solar energy systems or the building of structures that facilitate the collection of solar energy, except where necessary to protect the public health, safety or welfare."
17. The Premises contain well over five acres.
18. There is no threat to public health, safety, or welfare presented by the proposed agrivoltaic dual-use solar array.
19. The proposed agrivoltaic dual-use solar array qualifies as agricultural and horticultural use under Massachusetts law.
20. The proposed agrivoltaic dual-use solar array cannot be prohibited in any zoning district, and cannot be required to obtain a special permit.
21. Agricultural use has been continuous and ongoing on the Premises since prior to the enactment of any current purported restriction on agricultural use.
22. Agrivoltaic dual-use solar is agricultural use of land in Massachusetts as a matter of law.
23. Agrivoltaic dual-use solar is within the scope of the preexisting agricultural and horticultural use of the Premises, and therefore cannot be prohibited pursuant to M.G.L. c. 40A, § 6.
24. The Premises are located within the Town's Residence A-3 Zoning District ("District").
25. The By-Law purports to prohibit use of land within the District for the primary purpose of agriculture, horticulture, floriculture, or viticulture on a parcel of more than 5 acres in area. See By-Law §§ 180-29 (limiting use of land in District to only "apartment houses or garden-type apartments and accessory uses incident thereto"), 180-162 (table of uses).
26. The By-Law is unlawful and violates M.G.L. c. 40A, § 3, in this regard.
27. The By-Law purports to prohibit use of land within the District for "solar energy systems." See By-Law §§ 180-29, 180-162.

28. The By-Law is unlawful and violates M.G.L. c. 40A, § 3, in this regard.
29. The By-Law purports to require a special permit for certain solar energy systems in the limited districts in which they are permitted. See By-Law §§ 180-150–180-160, 180-162.
30. The By-Law is unlawful and violates M.G.L. c. 40A, § 3, insofar as this requirement is applied to the agrivoltaic dual-use solar system proposed here.
31. The By-Law's prohibitions and limitations on solar energy use are unlawful insofar as they unreasonably restrict and limit the land within the Town available for potential solar use, in violation of M.G.L. c. 40A, § 3.
32. The Petitioner applied for a zoning determination from the Inspector of Buildings as to the proposed agrivoltaic dual-use solar use on the Premises.
33. The Inspector of Buildings claimed the use was prohibited under all circumstances on the Premises given its District, stating "zone change required." Ex. A, p. 2.
34. Petitioner now appeals from the determination of the Inspector of Buildings pursuant to M.G.L. c. 40A, §§ 8, 14-15.

WHEREFORE Petitioner respectfully requests this Honorable Board:

- a. Find that the proposed agrivoltaic dual-use solar project within the Premises is allowed pursuant to M.G.L. c. 40A, §§ 3, 6; c. 61A, § 2A;
- b. Reverse the determination of the Inspector of Buildings and determine the use is approved; and
- c. Issue any and all such other relief available at law as is appropriate and necessary.

Respectfully submitted,
Agawam MA Shoemaker Ln Solar LLC,
By its Attorney,



Ryan K. O'Hara
Bacon Wilson, P.C.
57 Center Street
Northampton, MA 01060
Tel.: (413) 781.0560
Fax: (413) 739.7740
rohara@baconwilson.com
BBO No. 698768

EXHIBIT A



The Commonwealth of Massachusetts
Town of Agawam
Inspection Services - Building Department
1000 Suffield Street, Agawam MA 01001 – (413) 821-0632

OFFICE ONLY Date Filed: RECEIVED BY BUILDING DEPARTMENT FEB 02 2026 TOWN OF AGAWAM
--

Application for Zoning Determination

FILING INSTRUCTIONS: Deliver this form (no fee required) to Inspection Services.
For digital submissions, please confirm receipt. A complete application will be processed within 30 days.
The applicant must pick-up, or arrange for the receipt of, this processed form.

1) PROPERTY INFORMATION									
a. Street Address		311 Shoemaker Lane			b. Zoning District		Residence A-3		
c. Assessor's Map		G4			d. Lot(s)		1-9		
e. Registry of Deeds Book		18505 534			f. Page		223-56		
g. Overlay Districts		☐ Historic Preservation ☐ Mixed-Use Business C							
h. Previous Special Permits, Site Plan Approvals, Findings or Variances Issued for this Site									
2) APPLICANT & OWNER INFORMATION									
a. Applicant Name		Agawam MA Shoemaker Ln Solar LLC			b. Applicant Phone		(866) 263-7372		
c. Applicant Email		npollis@ameresco.com							
d. Applicant Mailing Address		111 Speen Street, Suite 410, Framingham MA 01701							
e. Applicant Relationship to Property		☐ Owner ☐ Agent ☒ Other:							
f. Representative Name (if any)		Weston & Sampson Engineers, Inc.			g. Rep. Phone		978-532-1900		
h. Rep. Email		costello.melinda@wseinc.com							
i. Owner Mailing Address		85026 Barsonage Court, Fernandina Beach FL, 32034							
j. Owner Name (if different)		Timothy Zielinki			k. Owner Phone				
l. Owner Email									
m. Owner Mailing Address									
3) PROJECT & SITE DETAILS									
NOTE: Any omission of requested information may result in an INCOMPLETE determination									
		Existing (lot 9 only)		Proposed ☒ No changes to building, site or lot		-FOR BUILDING DEPT. REVIEW- REQUIRED / NCU			
a. Lot Size	36.411 +/- ac	SF		SF		LOT SIZE		☐	
b. Frontage	217 +/-	FT		FT		FRONTAGE		☐	
c. Front Lot Line	217 +/-	FT		FT		FRONT SB		☐	
d. Side Lot Line (Left/Right)	L: FT 1630 +/- R: 1008 +/-	FT		L: FT R: FT		SIDE SB		☐	
e. Rear Lot Line	1211 +/-	FT		FT		REAR SB		☐	
f. Building Height	N/A	FT		N/A	FT	BLDG HT		☐	
g. Total BLDG/Res Area	N/A	SF		N/A	SF	AREA LIM		☐	
h. BLDG Coverage (Footprint)	N/A	SF	% of lot	N/A	SF	LOT COVER		☐	
i. Impervious Coverage	0	SF	% of lot	19,534 +/-	SF	IMPERVIOUS	1.2	% of lot	☐
j. Parking/Loading Spaces	P: 0	L: 0		P: 0	L: 0	PARKING			☐
k. Bicycle/EV Charge Spaces	B: 0	EV: 0		B: 0	EV: 0	BIKE/EV			☐
l. Signs (Size & Type)	x	T: N/A		x	T: N/A	SIGNS			☐
m. Fence (Size & Type)	LIN FT	T: N/A		2,330 LIN FT	T: farm knot				
n. Wetland Area	37,429 +/-	SF		37,429 +/-	SF				
o. Utility Services	☐ Town Water ☐ Town Sewer ☐ Town Water ☐ Town Sewer								
NON-CONFORMING USE ☐									

p. Current Use of Property	Agriculture, residential
q. Proposed Use of Property	Agriculture, residential, energy production
r. Project Description	
The project proposes an approximately 6.7 acre dual use agrivoltaic solar array, gravel access road, concrete equipment pads, and perimeter fencing within an existing agricultural field. Associated equipment includes underground electrical conduit along the proposed gravel access road and overhead electrical lines along the existing driveway to interconnect the array to existing electrical infrastructure on Shoemaker Lane.	
s. I have attached additional narrative, plans or supporting materials (any oversized plans should also be included in an 8.5 x 11" format)	☒ Yes ☐ No
t. Work is proposed in or within 100' of a wetland or 200' of a stream/river, or construction will occur within the Floodplain district. If so, CONSERVATION COMMISSION review is required.	☐ Yes ☒ No ☐ Unsure
u. The following projects shall be required to comply with the requirements of a STORM DRAIN PERMIT: [1] Any alteration to sites on parcels of one acre or greater. [2] Any alteration to individual lots less than one acre, but which are contiguous or are deemed part of a common project which is one acre or greater.	☒ Yes ☐ No ☐ Unsure
v. The project will affect at least one of the following; additional gross floor area by 2,000 square feet, any change of use, changes to parking and/ or curb cuts.	☐ Yes ☒ No

4) CERTIFICATION	
This determination is based only on the information provided, which I represent as accurate. The issuance of a Zoning Determination does not relieve the Applicant of the responsibility to obtain other zoning or non-zoning permits, as may be required, and this determination is based on the zoning in effect at the issue date and grants no protection from any pending or future zoning changes. Additional information may be requested and required to properly process this form. Any non-zoning related comments provided are cursory in nature; Applicants should follow-up with appropriate Town Departments. Sec. 1-7 of the Town of Agawam's General Ordinances authorizes the denial of a license or permit where an outstanding debt or obligation to the Town exists.	
Signature	Date 2/2/26
☒ Applicant ☐ Applicant's Representative	

ZONING DETERMINATION - OFFICE USE ONLY			
☐ Approved ☒ Denied: ☒ The proposed use is not permitted in the subject zoning district ☐ Only permissible with variance relief from the Zoning Board of Appeals			
☐ Approved Pending additional approval:			
<u>Per Zoning Ordinance Section(s)</u>	<u>Required Permit(s)</u>	<u>Approval Required</u>	<u>Permitting Authority</u>
A180-154-B	☐ Building Permit(s) ☐ Electrical Permit(s) ☐ Plumbing/Gas Permit(s)	☐ Special Permit(s) ☐ Site Plan Review ☐ Variance	☐ Planning Board ☐ Board of Appeals ☐ City Council
Town Building Official		Issue Date	2/3/2026

This determination may be appealable to the Zoning Board of Appeals under the provisions of MGL Ch. 40A Sec. 8.
Revised 09/08/2022

** Zone change required from the City Council.*

Taryn Egerton

From: Kevin Duquette
Sent: Thursday, March 5, 2026 11:00 AM
To: Taryn Egerton
Subject: RE: Zoning Board of Appeals - Case #2044 - 311 Shoemaker Lane - Appeal

Hi Taryn,

Note that my comment(s) is the zoning determination findings for this case.

Thanks,

Kevin Duquette
Inspector of Buildings
Town of Agawam | Building Department
1000 Suffield Street, Agawam, MA 01001
Office: 413-821-0632



From: Taryn Egerton <TEgerton@agawam.ma.us>
Sent: Thursday, March 5, 2026 10:43 AM
To: Kelly McCormick <assessor@agawam.ma.us>; Kevin Duquette <inspections@agawam.ma.us>; Mario Mazza <MMazza@agawam.ma.us>; All_Engineering Department <All_Eng_Dept@agawam.ma.us>; Alan Sirois <ASirois@agawam.ma.us>; Lauren Kennedy <health@agawam.ma.us>; Eric Gillis <EGillis@agawam.ma.us>
Cc: Barbara Bard <BBard@agawam.ma.us>; Christopher Cappucci <solicitor@agawam.ma.us>; Christopher C. Johnson <mayor@agawam.ma.us>
Subject: Zoning Board of Appeals - Case #2044 - 311 Shoemaker Lane - Appeal

Good morning,
Please review the attached appeal and provide any comments prior to the Zoning Board of Appeals April 13, 2026 public hearing.

Taryn Egerton
Planning Director & Conservation Agent
Planning Department

413.726.9737 | tegerton@agawam.ma.us

TOWN OF AGAWAM

HAMPDEN, SS.

ZONING BOARD OF APPEALS

AGAWAM MA SHOEMAKER LN
SOLAR LLC,

Petitioner

v.

KEVIN DUQUETTE, as INSPECTOR
OF BUILDINGS FOR THE TOWN OF
AGAWAM,

Respondent

**NOTICE OF APPEAL FROM
ZONING DETERMINATION DATED
FEBRUARY 3, 2026**

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FACTS¹

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12. M.G.L. c. 61A, § 2A, provides that land "used primarily and directly for agricultural purposes . . . [or] horticultural purposes" may be used to site agrivoltaic solar arrays that do not impede continued use of the land for such agricultural and horticultural purposes while retaining its preferred tax status under M.G.L. c. 61A, § 1 *et seq.*
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14. M.G.L. c. 40A, § 3, fully protects agricultural and horticultural uses on properties exceeding five acres from local prohibition, unreasonable regulation, and any requirement for a special permit. See id. ("No zoning ordinance or by-law shall . . .

prohibit, unreasonably regulate, or require a special permit for the use of land for the primary purpose of commercial agriculture . . . [or] horticulture").

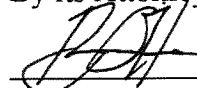
15. M.G.L. c. 40A, § 3, makes agricultural and horticultural uses on parcels of over five acres as-of-right uses in any and all zoning districts. Building Inspector of Mansfield v. Curvin, 22 Mass. App. Ct. 401, 402-403 (1986).
16. Additionally, M.G.L. c. 40A, § 3, further protects solar uses specifically, stating "no zoning ordinance or by-law shall prohibit or unreasonably regulate the installation of solar energy systems or the building of structures that facilitate the collection of solar energy, except where necessary to protect the public health, safety or welfare."
17. The Premises contain well over five acres.
18. There is no threat to public health, safety, or welfare presented by the proposed agrivoltaic dual-use solar array.
19. The proposed agrivoltaic dual-use solar array qualifies as agricultural and horticultural use under Massachusetts law.
20. The proposed agrivoltaic dual-use solar array cannot be prohibited in any zoning district, and cannot be required to obtain a special permit.
21. Agricultural use has been continuous and ongoing on the Premises since prior to the enactment of any current purported restriction on agricultural use.
22. Agrivoltaic dual-use solar is agricultural use of land in Massachusetts as a matter of law.
23. Agrivoltaic dual-use solar is within the scope of the preexisting agricultural and horticultural use of the Premises, and therefore cannot be prohibited pursuant to M.G.L. c. 40A, § 6.
24. The Premises are located within the Town's Residence A-3 Zoning District ("District").
25. The By-Law purports to prohibit use of land within the District for the primary purpose of agriculture, horticulture, floriculture, or viticulture on a parcel of more than 5 acres in area. See By-Law §§ 180-29 (limiting use of land in District to only "apartment houses or garden-type apartments and accessory uses incident thereto"), 180-162 (table of uses).
26. The By-Law is unlawful and violates M.G.L. c. 40A, § 3, in this regard.
27. The By-Law purports to prohibit use of land within the District for "solar energy systems." See By-Law §§ 180-29, 180-162.

28. The By-Law is unlawful and violates M.G.L. c. 40A, § 3, in this regard.
29. The By-Law purports to require a special permit for certain solar energy systems in the limited districts in which they are permitted. See By-Law §§ 180-150–180-160, 180-162.
30. The By-Law is unlawful and violates M.G.L. c. 40A, § 3, insofar as this requirement is applied to the agrivoltaic dual-use solar system proposed here.
31. The By-Law's prohibitions and limitations on solar energy use are unlawful insofar as they unreasonably restrict and limit the land within the Town available for potential solar use, in violation of M.G.L. c. 40A, § 3.
32. The Petitioner applied for a zoning determination from the Inspector of Buildings as to the proposed agrivoltaic dual-use solar use on the Premises.
33. The Inspector of Buildings claimed the use was prohibited under all circumstances on the Premises given its District, stating "zone change required." Ex. A, p. 2.
34. Petitioner now appeals from the determination of the Inspector of Buildings pursuant to M.G.L. c. 40A, §§ 8, 14-15.

WHEREFORE Petitioner respectfully requests this Honorable Board:

- a. Find that the proposed agrivoltaic dual-use solar project within the Premises is allowed pursuant to M.G.L. c. 40A, §§ 3, 6; c. 61A, § 2A;
- b. Reverse the determination of the Inspector of Buildings and determine the use is approved; and
- c. Issue any and all such other relief available at law as is appropriate and necessary.

Respectfully submitted,
Agawam MA Shoemaker Ln Solar LLC,
By its Attorney,

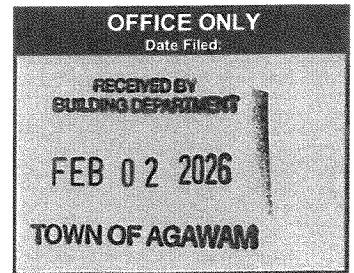


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BBO No. 698768

EXHIBIT A



The Commonwealth of Massachusetts
Town of Agawam
Inspection Services - Building Department
1000 Suffield Street, Agawam MA 01001 – (413) 821-0632



Application for Zoning Determination

FILING INSTRUCTIONS: Deliver this form (no fee required) to Inspection Services.
For digital submissions, please confirm receipt. A complete application will be processed within 30 days.
The applicant must pick-up, or arrange for the receipt of, this processed form.

1) PROPERTY INFORMATION									
a. Street Address		311 Shoemaker Lane			b. Zoning District		Residence A-3		
c. Assessor's Map		G4			d. Lot(s)		1-9		
e. Registry of Deeds Book		18505 534			f. Page		223-56		
g. Overlay Districts		☐ Historic Preservation ☐ Mixed-Use Business C							
h. Previous Special Permits, Site Plan Approvals, Findings or Variances Issued for this Site									
2) APPLICANT & OWNER INFORMATION									
a. Applicant Name		Agawam MA Shoemaker Ln Solar LLC			b. Applicant Phone		(866) 263-7372		
c. Applicant Email		npollis@ameresco.com							
d. Applicant Mailing Address		111 Speen Street, Suite 410, Framingham MA 01701							
e. Applicant Relationship to Property		☐ Owner ☐ Agent ☒ Other:							
f. Representative Name (if any)		Weston & Sampson Engineers, Inc.			g. Rep. Phone		978-532-1900		
h. Rep. Email		costello.melinda@wseinc.com							
i. Owner Mailing Address		85026 Barsonage Court, Fernandina Beach FL, 32034							
j. Owner Name (if different)		Timothy Zielinki			k. Owner Phone				
l. Owner Email									
m. Owner Mailing Address									
3) PROJECT & SITE DETAILS									
NOTE: Any omission of requested information may result in an INCOMPLETE determination									
		Existing (lot 9 only)		Proposed ☒ No changes to building, site or lot		-FOR BUILDING DEPT. REVIEW- REQUIRED / NCU			
a. Lot Size	36.411 +/- ac	SF		SF		LOT SIZE		☐	
b. Frontage	217 +/-	FT		FT		FRONTAGE		☐	
c. Front Lot Line	217 +/-	FT		FT		FRONT SB		☐	
d. Side Lot Line (Left/Right)	L: FT 1630 +/- R: 1008 +/-	FT		L: FT R: FT		SIDE SB		☐	
e. Rear Lot Line	1211 +/-	FT		FT		REAR SB		☐	
f. Building Height	N/A	FT		N/A	FT	BLDG HT		☐	
g. Total BLDG/Res Area	N/A SF		SF	N/A SF		AREA LIM		☐	
h. BLDG Coverage (Footprint)	N/A SF		% of lot	N/A SF		LOT COVER		☐	
i. Impervious Coverage	0 SF		% of lot	19,534 +/- SF	1.2 % of lot	IMPERVIOUS		☐	
j. Parking/Loading Spaces	P: 0 L: 0			P: 0 L: 0		PARKING		☐	
k. Bicycle/EV Charge Spaces	B: 0 EV: 0			B: 0 EV: 0		BIKE/EV		☐	
l. Signs (Size & Type)	x T: N/A			x T: N/A		SIGNS		☐	
m. Fence (Size & Type)	LIN FT T: N/A			2,330 LIN FT T: farm knot					
n. Wetland Area	37,429 +/-	SF		37,429 +/-	SF				
o. Utility Services	☐ Town Water ☐ Town Sewer ☐ Town Water ☐ Town Sewer								
NON-CONFORMING USE ☐									

p. Current Use of Property	Agriculture, residential
q. Proposed Use of Property	Agriculture, residential, energy production
r. Project Description	
The project proposes an approximately 6.7 acre dual use agrivoltaic solar array, gravel access road, concrete equipment pads, and perimeter fencing within an existing agricultural field. Associated equipment includes underground electrical conduit along the proposed gravel access road and overhead electrical lines along the existing driveway to interconnect the array to existing electrical infrastructure on Shoemaker Lane.	
s. I have attached additional narrative, plans or supporting materials (any oversize plans should also be included in an 8.5 x 11" format)	☒ Yes ☐ No
t. Work is proposed in or within 100' of a wetland or 200' of a stream/river, or construction will occur within the Floodplain district. If so, CONSERVATION COMMISSION review is required.	☐ Yes ☒ No ☐ Unsure
u. The following projects shall be required to comply with the requirements of a STORM DRAIN PERMIT: [1] Any alteration to sites on parcels of one acre or greater. [2] Any alteration to individual lots less than one acre, but which are contiguous or are deemed part of a common project which is one acre or greater.	☒ Yes ☐ No ☐ Unsure
v. The project will affect at least one of the following; additional gross floor area by 2,000 square feet, any change of use, changes to parking and/ or curb cuts.	☐ Yes ☒ No

4) CERTIFICATION	
This determination is based only on the information provided, which I represent as accurate. The issuance of a Zoning Determination does not relieve the Applicant of the responsibility to obtain other zoning or non-zoning permits, as may be required, and this determination is based on the zoning in effect at the issue date and grants no protection from any pending or future zoning changes. Additional information may be requested and required to properly process this form. Any non-zoning related comments provided are cursory in nature; Applicants should follow-up with appropriate Town Departments. Sec. 1-7 of the Town of Agawam's General Ordinances authorizes the denial of a license or permit where an outstanding debt or obligation to the Town exists.	
Signature	Date 2/2/26
☒ Applicant ☐ Applicant's Representative	

ZONING DETERMINATION - OFFICE USE ONLY			
☐ Approved ☒ Denied: ☒ The proposed use is not permitted in the subject zoning district ☐ Only permissible with variance relief from the Zoning Board of Appeals			
☐ Approved Pending additional approval:			
<u>Per Zoning Ordinance Section(s)</u>	<u>Required Permit(s)</u>	<u>Approval Required</u>	<u>Permitting Authority</u>
A180-154-B	☐ Building Permit(s) ☐ Electrical Permit(s) ☐ Plumbing/Gas Permit(s)	☐ Special Permit(s) ☐ Site Plan Review ☐ Variance	☐ Planning Board ☐ Board of Appeals ☐ City Council
Town Building Official	Issue Date	2/3/2026	

This determination may be appealable to the Zoning Board of Appeals under the provisions of MGL Ch. 40A Sec. 8.
Revised 09/08/2022

* Zone change required from the City Council.



Town of Agawam

Zoning Board of Appeals

Zoning Board of Appeals
1000 Suffield Street
Agawam, MA 01001
Ph: 413-786-0400 ext.
8739
Fax: 413-786-9927

Date: March 5, 2026

To: Assessor
Building Inspector
Conservation Commission
DPW Superintendent
Engineering Department
Fire Chief
Health Department
Planning Board
Police Chief

From: Zoning Board of Appeals

Subject: Case # 2044

Please be advised that the Zoning Board of Appeals is in receipt of a new application:

Agawam MA Shoemaker Ln Solar LLC's submitted an appeal of the Inspector of Buildings Decision denial for a building permit to construct an agrivoltaic dual use solar array at the premises identified as 311 Shoemaker Lane.

A hearing date has been scheduled for Monday, April 13, 2026 starting at 6:30 PM and will be held at the Agawam Senior Center, 954 Main Street, Agawam.

Please submit any knowledge, comments or recommendations you may have concerning this application. **If no information is received prior to the opening of the public hearing, it will be deemed to be lack of opposition thereto.**

Sincerely,

Doreen A. Prouty
Chairperson, Zoning Board of Appeals

DAP/tle

cc: 5 Board Members Mayor
City Council City Solicitor

Members Present:

Doreen Prouty – Chairperson

Richard Maggi – Vice Chair

Gary Suffriti – Clerk

Gary Geiger – Alternate

Aldo Mancini – Alternate

Chairperson Prouty opened the meeting at 6:30 PM:

1. Case #1970: Motion Auto Carriers LLC – 218 Shoemaker Lane

Chairperson Prouty opened this public hearing by reading the legal notice, explaining the procedures of the hearing and introducing the members of the Board. Sitting on this case were Chairperson Doreen Prouty, Vice Chair Richard Maggi, and Clerk Gary Suffriti.

Representing the petitioner was Rob Levesque from R. Levesque Associates, Inc., 40 School Street, Westfield, MA. Mr. Levesque explained the history of the property and stated his client is looking to repurpose the existing structures for their business. The former single family home at the front of the property will be used as an office building, and the rear garage will be used for vehicle maintenance and storage. There will be an area near the garage to park the carrier trucks, tow trucks and temporary parking for vehicles in transit. The existing driveway will be utilized and extended with gravel to the building and parking area at the rear of the property. Mr. Levesque stated an easement from the side of the property adjacent to the gas line will be abandoned. Minor curb cut improvements will be made to increase the turn radius into the driveway. Handicap accessible parking will be added to the parking area near the front. Mr. Levesque stated Site Plan Review with the Planning Board has been tabled to allow for time to address the Engineering Department's comments.

Chairperson Prouty read into the record an email dated January 17, 2018 from Kathleen Auer, Health Agent for the Town of Agawam and a memo from the Fire Department dated January 18, 2018. Mr. Levesque stated that all professional staff comments are being addressed, including appropriate permitting/licensing for fuel storage and sewer/septic, no idling signage, and the installation of an oil/water separator if necessary. Chairperson Prouty asked to go over each item the applicant is requesting individually. The first part of the special permit application is for a trucking terminal. Mr. Levesque said this would be required for the general operation of business. Motion Auto Carriers uses vehicle carrier trucks to transport vehicles across the country. These trucks would be parked onsite if they are not in use. Mr. Levesque said vehicles would be temporarily stored on site while in transition. The garage will be used to only maintain and repair the company's vehicles. The second part of the special permit is to allow for towing. Chairperson Prouty asked if they planning on operating a towing business; Mr. Levesque answered yes. Chairperson Prouty asked for clarification for how long towed vehicles would remain on the property, Member Mancini asked if the applicant planned on trying to get into the town towing rotation. Member Maggi stated a towing business could run at all hours of the night, and asked for clarification of the business hours. Mr. Levesque stated he would confer with his client for answers to all of the board members questions. The third part of the special permit application is for storage. Mr. Levesque stated this was not for vehicle sales, and was strictly related to the towing and transportation aspect of the company. Member Suffriti asked how many vehicles would be stored on the property at one time. Mr. Levesque said he would ask his client to provide that information.

Chairperson Prouty questioned the deed to the property. The deed for 218 Shoemaker Lane

(dated May 15, 1992 Book 8049 Page 41) shows Edward Zielinski, John Zielinski, Mitchell Zielinski, Timothy Zielinski and Daniel Zielinski doing business as Zielinski Brothers II as owners of the property. A deed for a different property owned by Zielinski Brothers II, 311 Shoemaker Lane (dated September 19, 2002 Book 12584 Page 520) shows the sale of the property to solely Timothy Zielinski and includes the language “included in this conveyance is any other real estate located in Agawam, Massachusetts.” Chairperson Prouty asked for the owner of the property to produce a deed specifically showing Timothy Zielinski as the owner of 218 Shoemaker Lane. Mr. Levesque said he would relay the request to his clients and their attorney.

The members discussed alternate ways to access the property that would be better for the abutters, such as through the easement that the applicant wants to close off or moving the driveway east of the existing house. Mr. Levesque said that he would discuss these options with his client.

Chairperson Prouty opened the meeting to the public.

Veronica Bannish, 221 Shoemaker Lane asked what the hours of operation would be and how many vehicles would be stored on the lot.

Nick Rosati, 242 Shoemaker stated he directly abuts the property and the gas line. Mr. Rosati stated when a truck accesses the property from the easement it shakes his entire home. Mr. Rosati also expressed concern about vehicles crossing the gas line, and would like to know if a buffer/screening could be put in place at the rear of his yard before construction begins.

Ashley Rosati, 242 Shoemaker Lane expressed concern about vehicles being towed to the property at all hours of the night and asked what the hours of operation would be. Ms. Rosati stated she was concerned about the property becoming a junk yard.

Phil Lomonaco, 213 Shoemaker Lane said there were some issues in the late 80’s early 90’s with a petroleum spill on the property that was cleaned up by the former owners. Mr. Lomonaco stated he has no issues with a trucking operation, but would prefer not to see a towing business going in there.

No one else spoke for or against this petition.

All members agreed that they would like to do a site visit to get a better scope of where the abutters are in conjunction with the proposed business. A site visit was scheduled for March 8th at 8:30am. Mr. Levesque said he would reach out to his client for answers to all the questions the Board members have, including hours of operation, how many carrier trucks and vehicles would be kept on the property, and specifics about the towing aspect of their business.

Motion made by Chairperson Prouty and seconded by Member Maggi to continue the public hearing to Tuesday, April 9, 2018 at 6:30PM. All in favor.

2. Election of Chairperson, Vice Chair and Clerk

Motion was made by Member Suffriti and seconded by Member Maggi for Doreen Prouty to remain the Chair, Richard Maggi to remain the Vice Chair, and for Gary Suffriti to remain the Clerk. All in favor.

3. New Topics:

Chairperson Prouty closed the meeting at 7:30 PM

Chairperson Prouty closed the meeting at 7:30 PM