



**Zoning Board of Appeals
AGENDA**

Monday, May 11, 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#2042-262 Colemore Street-Dommenko-Appeal
- 2) 6:30PM-Public Hearing-Case#2047 223 Garden Street-MBNZ Holding Co.-Amend Special Permit
- 3) 7:00pm-Public Hearing Case#2045 &2046-Longbrook Estates Condominium Trust-Appeal & Variance
- 4) Approval of Minutes-April 27, 2026
- 5) Any other matter that may legally come before Zoning Board of Appeals

Stefanie Kesecker

From: Vera N <veran2797@gmail.com>
Sent: Monday, May 4, 2026 10:54 AM
To: Stefanie Kesecker
Subject: Request to continue hearing for Colemore Street

Hello,

I would respectfully requests to continue the public hearing for 262 Colemore Street, until the June 22, 2026 ZBA meeting.

Thank you.

Natalya.

413-262-8880

Sent from my iPhone

Special Permit (Amendment) Application

Under the Town of Agawam Zoning Ordinance Section 180-II Special Permits

Proposed Building Addition

Project Location:

223 Garden Street
Feeding Hills, Massachusetts 01030
(Parcel ID: G8-2-3)

Submitted To:

Town of Agawam Zoning Board of Appeals
1000 Suffield Street
Agawam, Massachusetts 01001

Applicant & Property Owner:

MBNZ Holding Co.
c/o Mr. Nasser Zebian
223 Garden Street
Feeding Hills, Massachusetts 01030

RLA Project File No. 250214

March 24, 2026

R LEVESQUE ASSOCIATES, INC.

A LAND PLANNING SERVICES COMPANY

40 School Street, Westfield, MA 01085

p 413.568.0985 · f 413.568.0986 · www.rlaland.com



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LIST OF APPENDICES

APPENDICES

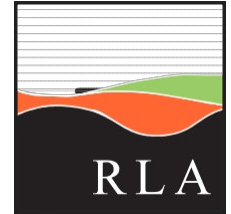
- APPENDIX A: SITE PLAN SET
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I. COVER LETTER

R LEVESQUE ASSOCIATES, INC.

40 School Street, P.O. BOX 640, Westfield, MA 01085

p 413.568.0985 · f 413.568.0986 · www.rlaland.com



March 24, 2026

Doreen Prouty, Chairperson
Town of Agawam Zoning Board of Appeals
1000 Suffield Street
Agawam, Massachusetts 01001

**RE: Special Permit (Amendment) Application – Proposed Building Addition
223 Garden Street
Feeding Hills, Massachusetts 01030
(Parcel ID: G8-2-3)
RLA Project File No. 250214**

Dear Chairperson Prouty and Board Members:

On behalf of the applicant and property owner, MBNZ Holding Co. c/o Mr. Nasser Zebian, please find the requisite number of copies of a Special Permit (Amendment) application and supporting documentation. The applicant previously received a Special Permit from the Zoning Board of Appeals in 2000 and was subsequently amended in 2025 for a Proposed Building Addition. The applicant respectfully requests to amend the Special Permit decision to reflect a revised building layout.

Included within this submission package is the requisite filing fee. As required, a copy of this application has been submitted electronically via email to the Town of Agawam Planning Department.

We are requesting to be placed on the Board's next available agenda. Should you have any questions or comments regarding this submission, please do not hesitate to contact our office at your earliest convenience.

Sincerely,
R LEVESQUE ASSOCIATES, INC.

Nina Fazio
Nina Fazio
Permitting Coordinator

2. ADMINISTRATIVE FORMS

- 2.1 ZONING DETERMINATION
- 2.2 SPECIAL PERMIT APPLICATION
- 2.3 COPY OF 2000 SPECIAL PERMIT APPROVAL
- 2.4 COPY OF 2025 SPECIAL PERMIT APPROVAL



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

 MAR 18 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 | 223 Garden Street			b. Zoning District | Business B							
c. Assessor's Map | G8-2			d. Lot(s) | 3							
e. Registry of Deeds Book | 24996			f. Page | 11							
g. Overlay Districts <input type="checkbox"/> Historic Preservation <input type="checkbox"/> Mixed-Use Business C										
h. Previous Special Permits, Site Plan Approvals, Findings or Variances Issued for this Site										
ZBA Special Permit, PB Site Plan Approval, ConCom DOA										
2) APPLICANT & OWNER INFORMATION										
a. Applicant Name | MBNZ Holding Co. c/o Nasser Zebian			b. Applicant Phone | 413-427-2766							
c. Applicant Email | nasserzebian@hotmail.com										
d. Applicant Mailing Address | 223 Garden Street, Agawam, MA 01001										
e. Applicant Relationship to Property <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Agent <input type="checkbox"/> Other:										
f. Representative Name (if any) | R Levesque Associates, Inc.			g. Rep. Phone | 413-568-0985							
h. Rep. Email | NinaF@rlaland.com										
i. Owner Mailing Address										
j. Owner Name (if different) | Same as applicant			k. Owner Phone							
l. Owner Email										
m. Owner Mailing Address										
3) PROJECT & SITE DETAILS										
<i>NOTE: Any omission of requested information may result in an INCOMPLETE determination</i>										
	Existing				Proposed				-FOR BUILDING DEPT. REVIEW- REQUIRED / NCU	
	<input type="checkbox"/> No changes to building, site or lot									
a. Lot Size	73,961	SF	73,961	SF	LOT SIZE					
b. Frontage	254.36 (0' per SP)	FT	254.36 (0' per SP)	FT	FRONTAGE					
c. Front Lot Line	75.6	FT	75.6	FT	FRONT SE					
d. Side Lot Line (Left/Right)	L: FT 61.0	R: 43.6	FT	L: 23.8	FT	R: 43.6	FT	SIDE SE		
e. Rear Lot Line	126.5	FT	89.7	FT	REAR SE					
f. Building Height	1.5 stories	FT	1.5 stories	FT	BLDG HT					
g. Total BLDG/Res Area	5090	SF	0	SF	10290	SF	0	SF	AREA LIM	
h. BLDG Coverage (Footprint)	5070	SF	7.8 % of lot	10270	SF	13.8 % of lot	LOT COVER			
i. Impervious Coverage	26800	SF	36.2 % of lot	30170	SF	40.7 % of lot	IMPERVIOUS			
j. Parking/Loading Spaces	P: 33	L:		P: 43	L:	PARKING				
k. Bicycle/EV Charge Spaces	B: 0	EV: 0		B: 0	EV: 0	BIKE/EV				
l. Signs (Size & Type)	x	T: Freestanding		x	T: No change	SIGNS				
m. Fence (Size & Type)	LIN FT	T: None		LIN FT	T: No change					
n. Wetland Area	00	SF	00	SF						
o. Utility Services	<input checked="" type="checkbox"/> Town Water	<input checked="" type="checkbox"/> Town Sewer	<input checked="" type="checkbox"/> Town Water	<input checked="" type="checkbox"/> Town Sewer	NON-CONFORMING USE <input type="checkbox"/>					

p. Current Use of Property	Vermette Autobody
q. Proposed Use of Property	Vermette Autobody
r. Project Description	
The applicant proposes a 5,200 SF building addition to be utilized by the existing on-site business	
s. I have attached additional narrative, plans or supporting materials (any oversize plans should also be included in an 8.5 x 11" format)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> 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.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> 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.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

4) CERTIFICATION	
<p><i>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.</i></p>	
Signature	<i>N. Levesque Assoc - R. Levesque Assoc</i> Date <i>3/18/26</i>
<input type="checkbox"/> Applicant <input checked="" type="checkbox"/> Applicant's Representative	

ZONING DETERMINATION - OFFICE USE ONLY			
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied:	<input type="checkbox"/> The proposed use is not permitted in the subject zoning district	
		<input type="checkbox"/> Only permissible with variance relief from the Zoning Board of Appeals	
<input checked="" type="checkbox"/> Approved Pending additional approval:			
Per Zoning Ordinance Section(s)	Required Permit(s)	Approval Required	Permitting Authority
<i>180-13-B (1)(4)</i>	<input checked="" type="checkbox"/> Building Permit(s)	<input checked="" type="checkbox"/> Special Permit(s)	<input checked="" type="checkbox"/> Planning Board
<i>180-11-</i>	<input type="checkbox"/> Electrical Permit(s)	<input checked="" type="checkbox"/> Site Plan Review	<input checked="" type="checkbox"/> Board of Appeals
	<input type="checkbox"/> Plumbing/Gas Permit(s)	<input type="checkbox"/> Variance	<input type="checkbox"/> City Council
Town Building Official	<i>[Signature]</i>		Issue Date <i>3/18/2026</i>

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



**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 SPECIAL PERMIT as provided in the Zoning and other By-laws.

Applicant MBNZ Holding Co. c/o Mr. Nasser Zebian

Address 223 Garden Street, Feeding Hills, MA 01030

Application is hereby made for a SPECIAL PERMIT as provided by Section 180-7, Paragraph B of the By-law.

Premises affected are situated on Garden Street Street; >900+/- feet distant from the corner of Logan Place Street and known as street number 223.

Property is zoned as Business B (BB).

Reason(s) for request of Special Permit:

The Zoning Board of Appeals previously granted a Special Permit in April 2000 to allow for the construction of an Auto Body Repair business at the subject property under Section 180-7, Paragraph B.
In 2025, the Zoning Board of Appeals granted a Special Permit Amendment for a Proposed Building Addition on the subject proeprty. The applicant respectfully requests to amend the Special Permit decision to reflect a revised building layout. Please refer to the attached project narrative for greater detail.

Signature of owner or his authorized agent: 

Telephone #: 413-427-2766

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

THE COMMONWEALTH OF MASSACHUSETTS

CITY OR TOWN

BOARD OF APPEALS

Date April 21, 2000

NOTICE OF VARIANCE / SPECIAL PERMIT

Conditional or Limited Variance or Special Permit

(General Laws Chapter 40A, Section 18 as amended)

Notice is hereby given that a Conditional or Limited or Special Permit has been granted

To: Donald Vermette

Owner or Petitioner

Address: 787 Silver Street

City or Town Agawam, MA 01001

223 Garden Street, Feeding Hills

Identify Land Affected

by the City / Town of Agawam Board of Appeals affecting the rights of the owner with respect to the use of premises on:

223 Garden Street

Agawam

Street

City or Town

the record title standing in the name of:

Jerry L. Zerra and Rose Z. Dyke

whose address is: 109 Federal Street Hopson Road

Agawam

Norwich

MA

VT

(former)

(latter)

Street

City or Town

State

by a deed duly recorded in the Hampden County Registry of Deeds in

Book 4635, Page 165 Registry District of the Land Court Certificate

#, Book, Page.

The decision of said Board is on file with the papers in Decision or Case # 1635

in the office of the City / Town Clerk Agawam. Signed this 21st day

of April 2000.

BOARD OF APPEALS:

Doreen Prouty, Acting Chairman; Larry Hoague, Acting Clerk

Received and entered with the Register of Deeds in the County of Hampden,

Book 11198, Page 449 at 2 o'clock and

46 minutes P M.

ATTEST: Register of Deeds

Notice to be recorded by Land Owner

Vertical stamp: NOT RECORDED IN THE REGISTER OF DEEDS, AGAWAM, MASS.

Vertical stamp: INSP. SERV./BD. OF APPEALS, 2000 MAY 22 P 2:59, AGAWAM, MA



TOWN OF AGAWAM
36 MAIN STREET
AGAWAM, MA 01001

INSP. SERV./BD. OF APPEALS

2000 MAY 22 P 2:54 DECISION OF BOARD OF APPEALS
AGAWAM, MA

TOWN CLERK
AGAWAM, MASS.
00 APR 26 PM 3:16

Petition of: Donald Vermette

Premises affected - 223 Garden Street, Feeding Hills

Date - April 21, 2000

Case # 1635

The Board of Appeals conducted a public hearing on Thursday, April 17, 2000 at the Agawam Middle School cafeteria, 68 Main Street for all parties interested in the appeal of Mr. Donald Vermette, who is seeking a Special Permit in accordance with Section 180-7, Paragraph B of the Zoning Ordinances which would allow for the construction of an Auto Body Repair business at the premises identified as 223 Garden Street.

After a review of the facts presented at the public hearing along with "on-site" inspections of the property, allowed the Board to conclude the following:

1. The property in question is located at 223 Garden Street, Feeding Hills and located in an area of town zoned Industrial B.
2. The petitioner has stated that he proposes to create an Auto Body Repair Shop, which vehicles may be held on site up to a two week interval.
3. The petitioner has submitted he will provide adequate protection to prevent any fluids from leaking onto the ground from all vehicles on the property.

In rendering a decision for a Special Permit, all Board of Appeals must find that said Special Permit may only be granted if it is found that such a use is in harmony with the intent and general purpose of the Zoning Ordinances and subject to general and specific provisions therein. Furthermore, conditions can and may be imposed which the Board deems necessary to protect the public good.

Based upon all relevant information the Board has examined; the Board is satisfied that the petitioner will not adversely affect the health or safety of the neighborhood and that the Auto Body Repair shop will not be a nuisance or potential hazard to vehicles or pedestrian safety.

AGAWAM BOARD OF APPEALS
'00 APR 26 PM 3:16

Decision Case #1635

Donald Vermette, 223 Garden Street, Feeding Hills
continued:

INSP. SERV./BD. OF APPEALS
2000 MAY 22 P 2:59

AGAWAM, MA

Therefore, by a unanimous vote of its three members, the Agawam Board of Appeals hereby approves the petitioner's request for a Special Permit subject to the following conditions:

1. The Auto Body Repair shop will be constructed in accordance with the plans submitted to the Board.
2. The petitioner will reposition the driveway by twenty five (25') feet as requested by the Agawam Police Safety Officer.
3. All security lighting shall be directed inward toward the property so as not to disturb neighbors or abutters.
4. The yard is for the temporary storage of vehicles only. No vehicles shall be stored for longer than a two (2) week period.
5. No repair work of any kind shall be performed outside the building.
6. Business hours shall be Monday thru Friday, 7:00 AM to 6:00 PM; Saturday, 8:00 AM to 1:00 PM.
7. Every effort shall be performed, to insure that no fluids of any type shall drain onto the site or "leach" away from the parking lot.
8. The petitioner shall not exceed the ten (10) vehicle maximum as allowed by this Special Permit.
9. The petitioner shall comply with all conditions as outline by the Agawam Planning Board, Conservation Commission and Engineering Department.
10. The petitioner shall have recorded with the Hampden County Registry of Deeds a "Notice of Special Permit" form, which shall be provided by the Board and which proof of said filing must be submitted to this Board.
11. This Special Permit shall become null and void if construction of the Auto body Repair shop doesn't commence within two (2) years from the dated of this decision.

Doreen P. Prouty
Doreen Prouty
4/26/00

Michael Tuckey
Michael Tuckey
4/26/00

L. Hoague
Larry Hoague
4/26/00



TOWN OF AGAWAM
36 MAIN STREET
AGAWAM, MA 01001

BOARD OF APPEALS

9
00 FEB 17 AM 8:40
TOWN OF AGAWAM
MASSACHUSETTS

Case # 1635
Filed 2-17-00
Hearing 3-16-00 6:50 PM

Application to Board of Appeals for SPECIAL PERMIT as provided in the Zoning and other By-laws.

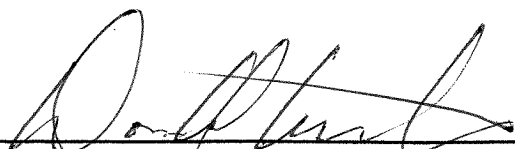
Applicant Donald Vermette Address 787 Silver Street Agawam, MA 01001

Application is hereby made for SPECIAL PERMIT as provided by Section 180-7 Paragraph A of the By-law.

Premises affected are situated on Garden Street; 0 feet distant from the corner of Route 57 Street and known as street number 223. Property is zoned as Industrial B.

Subject Parcel: Map G8; Block #2; Lot #3

This is a pre-existing lot that now has zero frontage because of the Route 57 land taking.


Signature of owner or his authorized agent

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



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

BOARD OF APPEALS

LEGAL ADVERTISEMENT

Date: February 17, 2000 _____

Notice is hereby given that the Board of Appeals will conduct a public hearing at the Agawam Middle School Cafeteria, located at 68 Main St., Agawam, MA on THURSDAY, March 16, 2000 at: 6:50 P.M., for all parties interested in the petition of Donald Vermette who is seeking a Special Permit in accordance with Section 180-7 Paragraph B of the Zoning Ordinances which would allow for construction of an Auto Body Repair business at the premises identified as:

223 Garden Street
Feeding Hills, Massachusetts

Ronald Hebert
Ronald Hebert, Chairman

Advertise: March 2, 2000 and March 9, 2000



Town of Agawam

Zoning Board of Appeals

36 Main Street, Agawam, Massachusetts 01001-1801

Tel. 413-786-0400 Fax 413-786-9927

Petition of: MBNZ Holding Co.

Premises Affected: 223 Garden Street

Date: July 28, 2025

Case #: 2030

DECISION

The Agawam Zoning Board of Appeals conducted a public hearing on June 23, 2025 with a continued hearing and meeting on July 28, 2025 at the Agawam Senior Center, Agawam, MA for all parties interested in the request of MBNZ Holding Co., which is seeking a Special Permit in accordance the Town of Agawam's Zoning Ordinances, Ch.180, Section 7 to allow the construction of an addition to an auto body repair business at the premises identified as 223 Garden Street.

After the public hearing and after a thorough review of the facts presented, the Agawam Zoning Board of Appeals made the following findings:

1. The subject property is located in a Business B zoning district.
2. The subject property is currently being utilized for an auto body repair business.
3. The petitioner wishes to construct a 3,250 square foot addition to the existing building.
4. The subject property was a legal lot meeting all zoning requirements until the State of Massachusetts did land takings for the creation of Rt. 57 during the 1980's. As such, this frontage was reduced to 0'.
5. A Special Permit was granted on April 21, 2000 (Case # 1635) to allow for the construction of an auto body repair shop.
6. The petitioner has received approval from the Planning Board and the Conservation Commission.
7. An auto body repair business is an allowed use in this zoning district.
8. There were no interested parties in attendance.
9. Community needs are being met with the availability of this service.
10. The adequacy of traffic flow and safety and utilities and other services are being met with the approval of the site plan by the Planning Board.
11. The Conservation Commission approval will help ensure there will be no negative environmental impacts.
12. This business will have no negative fiscal impacts on the Town.

CLARENCE SCHEPPE
TOWN OF AGAWAM

2025 JUL 29 P 2:34

RECEIVED

W

Based on its findings, the Agawam Zoning Board of Appeals is of the opinion that this request for a Special Permit, in accordance with the Town of Agawam's Chapter 180, Section 7 is within the authority of this Board.

Therefore, by a unanimous vote of its three members, the Agawam Zoning Board of Appeals grants the Special Permit request of MBNZ Holding, Co. to construct an addition to the existing structure subject to the following conditions:

1. This addition is to be built according to the plans provided.
2. All security lighting shall be directed inwards onto the property so as not to disturb neighbors or abutters.
3. This business will remain, at all times, in compliance with Ch.180-48 (D) of the Town's Zoning Ordinances.
4. Business hours shall be Monday thru Friday, 7AM to 6PM; Saturday 8AM to 1PM.
5. The petitioner shall record with the Hampden County Registry of Deeds a "Notice of Special Permit" form, which shall be provided by this Board and proof of said filing must be submitted to this Board and to the Inspector of Buildings.
6. This Special Permit shall become null and void if construction does not commence within three (3) years from the date of this decision

This decision is subject to appeal in accordance with MGL. Ch.40A, Section 17 within 20 days after this decision is filed with the Town of Agawam's Clerk's Office.



Town of Agawam

Zoning Board of Appeals

36 Main Street Agawam, Massachusetts 01001-1801
Tel. 413-786-0400 Fax 413-786-9927

Signatory Page of Decision

Case #: 2030


Date: July 28, 2025

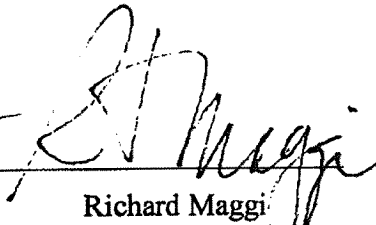
Applicant: MBNZ Holding Co.

Address: 223 Garden Street

By a unanimous vote of its three members, the Zoning Board of Appeals hereby approves the petitioner a Special Permit.

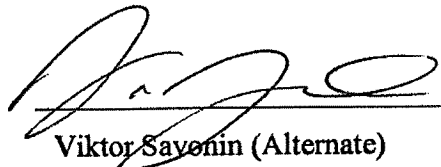
The conclusion and findings are set forth in the attached written decision.


Doreen Prouty
Chair


Richard Maggi
Vice Chair

Aldo Mancini
Clerk

Vincenzo Ronghi (Alternate)


Viktor Savonin (Alternate)

3. PROJECT NARRATIVE

PROJECT NARRATIVE

For

PROPOSED BUILDING ADDITION
223 GARDEN STREET
FEEDING HILLS, MASSACHUSETTS 01030
(PARCEL ID: G8-2-3)

INTRODUCTION

On behalf of the applicant and property owner, MBNZ Holding Co. c/o Mr. Nasser Zebian, R Levesque Associates, Inc. is providing this project narrative as a supplement to the Special Permit (Amendment) application. The applicant proposes a building addition adjacent to the existing auto body shop on the subject property.

The Zoning Board of Appeals previously granted a Special Permit in April 2000 to allow for the construction of an Auto Body Repair business under Section 180-7(B) of the Town of Agawam Zoning Bylaw. Due to the Route 57 land taking by MassDOT, the subject property has 0' of frontage (elusory frontage).

In 2025, the Zoning Board of Appeals granted a Special Permit Amendment for a Proposed Building Addition. The applicant respectfully requests to amend the Special Permit decision to reflect a revised building layout.

The applicant respectfully requests the Zoning Board of Appeals grant a Special Permit under Section 180-7(B) of the Town of Agawam Zoning Bylaw to allow for the construction of the proposed building addition on the pre-existing non-conforming subject property.

PROPERTY DESCRIPTION

The subject property is located north of Garden Street and consists of approximately 1.6 ± acres as shown on the associated site plan set prepared by R Levesque Associates, Inc. Said property is recorded in the Hampden County Registry of Deeds in Book 24996, Page 11. A copy of the deed reference is included within this application packet under Section 5. According to the Town of Agawam Zoning Map, the subject property is located within the Business B (BB) zoning district. A Locus Map is included within this application packet under Section 4.

EXISTING CONDITIONS & SURROUNDING LAND USES

The subject property currently operates as an auto body / repair shop, Vermette Auto Body, with associated parking, access drives, and site improvements.

The subject property is bound to the north by parcels in the Industrial B (IB) zoning district, to the east by parcels in the Business B (BB) zoning district, to the south by Garden Street, and to the west by a Route 57 on-ramp. The abutting parcels are utilized mostly for commercial and industrial uses, with some residential uses in the surrounding area.

DETAILED PROJECT DESCRIPTION

The proposed project includes a building addition with associated site improvements. Associated site improvements include, but are not limited to site grading, relocation of existing sheds, stormwater management and extension of utilities.

The proposed project work will proceed in the following general sequence:

1. Installation of erosion controls;
2. Relocation/removal of existing sheds;
3. Clearing, grubbing within the permitted limit of work;
4. Construction of a stormwater management system;
5. Installation of a 65' x 80' (5,200 SF) building addition;
6. Restriping of existing parking spaces;
7. Extension of exiting utility connections;
8. Removal of erosion controls at the direction of the Town of Agawam.

STANDARDS FOR REVIEW

The following text is taken directly from the Town of Agawam Zoning Bylaw Section 180-11(G). The bylaw text is presented below in italic text, followed by an RLA Response presented below in boldface text.

The Board of Appeals shall not approve any such application for a special permit unless it finds in its judgment all of the following conditions are met:

1. *Social, economic, or community needs which are served by the proposal;*

RLA Response: The proposed addition will allow the existing local business, Vermette Auto, to better meet growing customer demand for repair services in the area. It will

provide a reliable, local option for vehicle maintenance, supporting residents and small businesses in maintaining transportation essential for daily life and work.

2. Traffic flow and safety, including parking and loading;

RLA Response: The site plan includes designated parking areas compliant with the Town of Agawam Parking Guidelines. There are no proposed changes to the existing curb cuts.

3. Adequacy of utilities and other public services;

RLA Response: Existing utility infrastructure is sufficient to support the expansion, with no anticipated strain on services. Coordination with the applicable service provider will be coordinated by the contractor/property owner, as needed.

4. Neighborhood character and social structures;

RLA Response: The addition is designed to blend with the current building and surrounding commercial uses. Please refer to the accompanying architectural drawings.

5. Impacts on the natural environment;

RLA Response: The proposed building addition is situated on existing impervious area and is located outside of the Conservation Commission's jurisdiction.

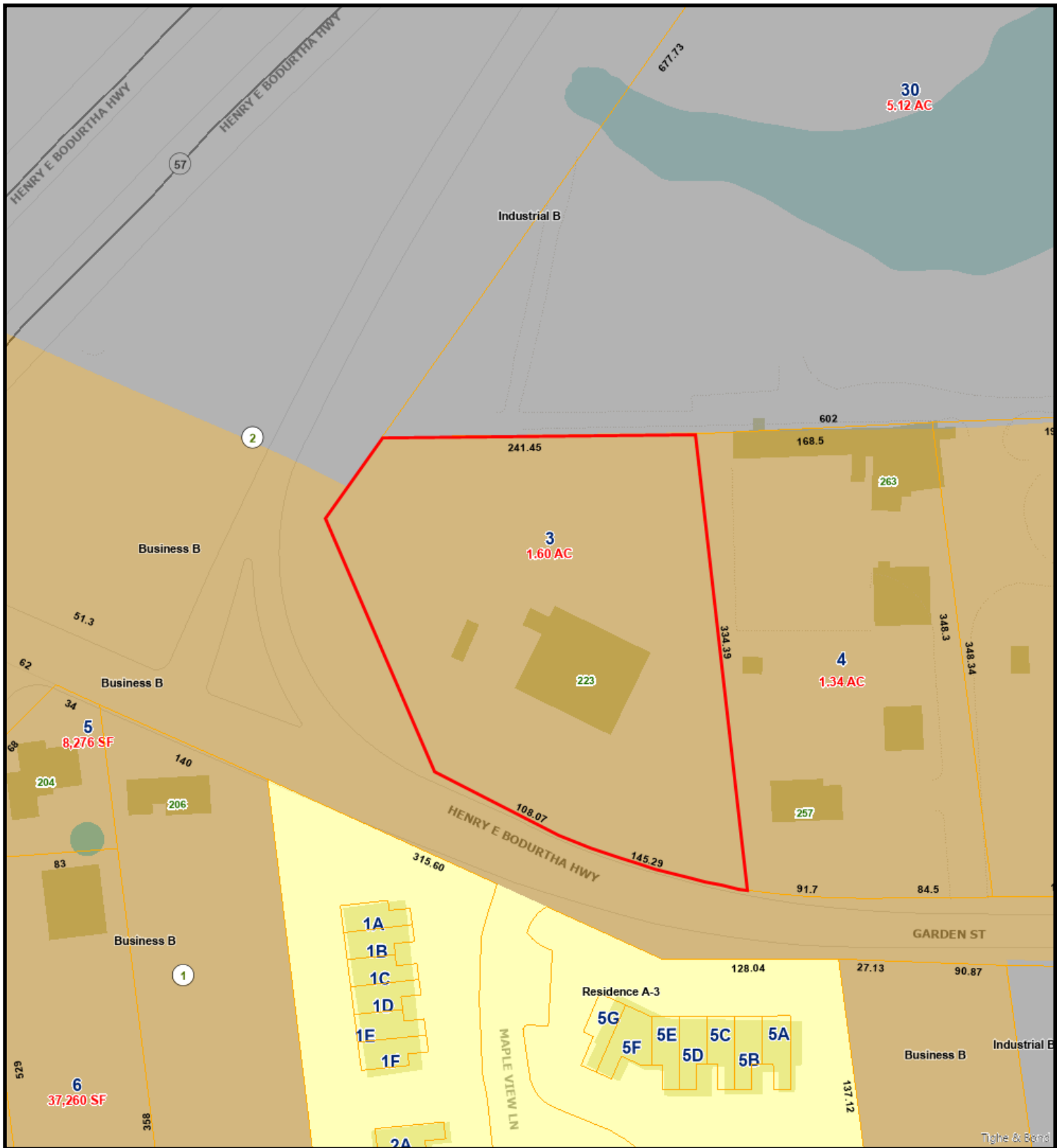
6. Potential fiscal impact, including impact on Town services, tax base, and employment.

RLA Response: The expansion is expected to increase the local tax base through property improvements and employment at the existing local business.

[END OF PROJECT NARRATIVE]

4. LOCUS MAP

(SOURCE: TOWN OF AGAWAM GIS)



Locus Map

2/27/2025 2:15:38 PM

Scale: 1"=100'

Scale is approximate

The information depicted on this map is for planning purposes only. It is not adequate for legal boundary definition, regulatory interpretation, or parcel-level analyses.



5. DEED REFERENCE

(SOURCE: HAMPDEN COUNTY REGISTRY OF DEEDS)

MASSACHUSETTS STATE EXCISE TAX
HAMPDEN COUNTY REGISTRY OF DEEDS
Date: 05-05-2023 @ 02:21pm
Ct1#: 262 Doc#: 20527
Fee: \$2,964.00 Cons: \$650,000.00

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS THAT DONALD J. VERMETTE a/k/a DONALD H. VERMETTE and REBECCA A. VERMETTE, individuals residing at 119 Hamilton Circle, Feeding Hills, Hampden County, Massachusetts, in consideration of Six Hundred Fifty Thousand and 00/100 Dollars (\$650,000.00) paid, grants to MBNZ HOLDING CO., a Massachusetts corporation with an address of 223 Garden Street, Feeding Hills, Hampden County, Massachusetts, with quitclaim covenants, the land in Agawam, Hampden County, Massachusetts, being more particularly bounded and described as follows:

See Exhibit A attached hereto and incorporated herein.

[SIGNATURE PAGE TO FOLLOW]

Property address: 223 Garden Street, Agawam, Massachusetts

Witness our hands and seals this 5th day of May, 2023.

[Signature]
Witness

[Signature]
Donald J. Vermette a/k/a Donald H. Vermette

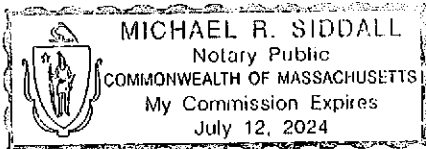
[Signature]
Witness

[Signature]
Rebecca A. Vermette

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

On this 5th day of May, 2023, before me, the undersigned notary public, personally appeared Donald J. Vermette a/k/a Donald H. Vermette, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, namely a Massachusetts driver's license, personal knowledge of the undersigned, oath or affirmation of a credible witness, to be the person whose name is signed on the preceding or attached document, and who swore, subscribed and affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief and that he signed the document voluntarily for its stated purpose.

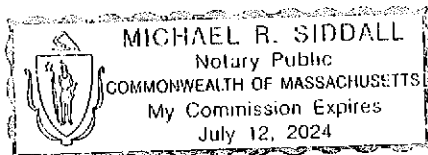


[Signature]
Michael R. Siddall
Notary Public
My Commission Expires: July 12, 2024

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

On this 5th day of May, 2023, before me, the undersigned notary public, personally appeared Rebecca A. Vermette, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, namely a Massachusetts driver's license, personal knowledge of the undersigned, oath or affirmation of a credible witness, to be the person whose name is signed on the preceding or attached document, and who swore, subscribed and affirmed to me that the contents of the document are truthful and accurate to the best of her knowledge and belief and that she signed the document voluntarily for its stated purpose.



[Signature]
Michael R. Siddall
Notary Public
My Commission Expires: July 12, 2024

EXHIBIT A

The land in Agawam, Hampden County, Massachusetts, known as Garden Street, more particularly described as Parcel A on a plan of land entitled "Plan of Land in the Town of Agawam – Massachusetts, Hampden County Owned by Jerry L. Zerra and Rose Z. Dyke", prepared by Durkee, White, Towne & Chapdelaine, Civil Engineers & Land Surveyors, dated July 20, 1988 and recorded in the Hampden County Registry of Deeds in Book 319, Page 43, and more particularly bounded and described as follows:

Beginning at a point on the northerly side of Garden Street on the southwesterly corner of land now or formerly of Norman J. McMahon and Joan M. McMahon, thence N 64° 13' 39" W along a curve having a radius of 570.00, a length of one hundred forty-five and 29/100 (145.29) feet to a found GSB; thence continuing along Garden Street a distance of one hundred eight and 07/100 (108.07) feet to a found GSB, thence N 22° 51' 14" W, along land identified as Parcel No. 3 – 71, as shown on said plan a distance of one hundred ninety-eight and 26/100 (198.26) feet to a GSB found; thence N 36° 04' 36" E, along Route 57, 120-7192 L O, Layout No. 6562 as shown on said plan a distance of sixty-seven and 56/100 (67.56) feet to a point, thence turning N 88° 33' 06" E a distance of two hundred forty-one and 45/100 (241.45) feet to an iron pin found; thence S 05° 26' 15" E, a distance of three hundred thirty-four and 39/100 (334.39) feet to the place of beginning.

Being the same premises conveyed to Donald H. Vermette and Rebecca A. Vermette by deed of Rose Z. Dyke, Paul Zerra, Valrye Zerra and W.C. Conlin, dated June 2, 2000 and recorded in the Hampden County Registry of Deeds in Book 11413, Page 415.

APPENDIX A: SITE PLAN SET

SITE PLAN ENTITLED "PROPOSED BUILDING ADDITION"

PREPARED FOR VERMETTE AUTO BODY

PREPARED BY R LEVESQUE ASSOCIATES, INC.

DATED JUNE 25, 2025; REVISED MARCH 19, 2026

APPENDIX B: STORMWATER REPORT

STORMWATER DRAINAGE REPORT

PREPARED FOR VERMETTE AUTO BODY

PREPARED BY R LEVESQUE ASSOCIATES, INC.

DATED APRIL 25, 2025; REVISED MARCH 19, 2026

APPENDIX C: ARCHITECTURAL DRAWINGS

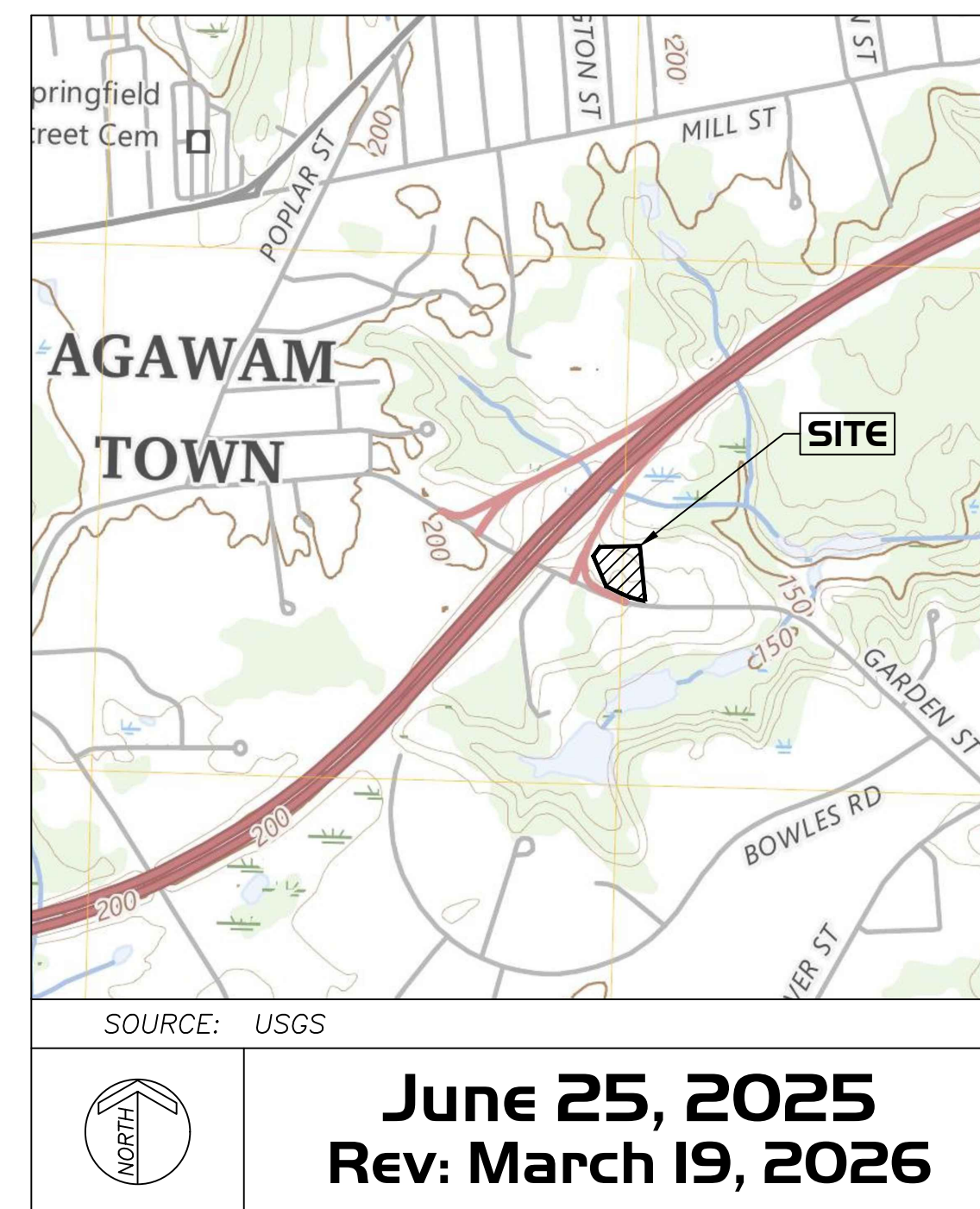
Site Plans

Proposed Building Addition

**223 Garden Street
Agawam, MA
Parcel ID: G8-2-3**

AS PREPARED FOR
**MBNZ Holding Co.
c/o Nasser Zebian**

**223 Garden Street
Feeding Hills, MA 01030**



DRAWING INDEX			
SHEET NO.	SHEET NAME	ISSUE DATE	REVISION DATE
T-1	TITLE SHEET	6/25/25	3/19/26
EX-1	EXISTING CONDITIONS PLAN	6/24/25	
C-1	NOTES, SYMBOL & LINE LEGEND, AND ABBREVIATIONS	6/25/25	
C-2	CONSTRUCTION NOTES	6/25/25	
C-3	DEMOLITION AND REMOVALS PLAN	6/25/25	3/19/26
C-4	LAYOUT AND MATERIALS PLAN	6/25/25	3/19/26
C-5	GRADING, DRAINAGE, EROSION & SEDIMENTATION CONTROL PLAN	6/25/25	3/19/26
TM-1	TEMPORARY TRAFFIC CONTROL PLAN	11/19/25	3/19/26
D-1	DETAILS	6/25/25	
D-2	DETAILS	6/25/25	
D-3	DETAILS	6/25/25	3/19/26

BY



40 School Street · Westfield, MA · 01085
ph 413.568.0985 · fax 413.568.0986
www.rlaland.com

SYMBOL & LINE LEGEND

○	IRON PIPE FOUND
●	IRON PIPE TO BE SET
■	CONCRETE BOUND FOUND
■	CONCRETE BOUND TO BE SET
▲	COMPUTED POINT
+	EXISTING SIGN
MB	EXISTING MAILBOX
MW	EXISTING MONITORING WELL
☆	EXISTING LIGHT POLE
⊕	UTILITY POLE
⊙	GUY ANCHOR
⊕	EXISTING ELECTRIC MANHOLE
⊕	EXISTING TELEPHONE MANHOLE
⊕	EXISTING CABLE TV BOX
⊕	EXISTING WELL LOCATION
⊕	EXISTING WATER VALVE
⊕	EXISTING WATER SHUT-OFF
⊕	EXISTING HYDRANT
⊕	PROPOSED WATER VALVE
⊕	PROPOSED HYDRANT
⊕	EXISTING GAS VALVE
⊕	EXISTING SANITARY SEWER MANHOLE
⊕	EXISTING CATCH BASIN
⊕	EXISTING DRAIN MANHOLE
⊕	PROPOSED CATCH BASIN
⊕	PROPOSED MANHOLE
⊕	SOIL BORING LOCATION
⊕	TEST PIT LOCATION
⊕	PERC TEST LOCATION
⊕	WETLAND FLAG LOCATION
⊕	M.A.H.W. FLAG LOCATION
⊕	EXISTING STONE WALL
⊕	TREE LINE
⊕	EXISTING SPOT GRADE
⊕	EXISTING CONTOUR
⊕	PROPOSED SPOT GRADE
⊕	PROPOSED CONTOUR
⊕	EDGE OF WETLAND
⊕	FENCE LINE
⊕	GUARDRAIL
⊕	EXISTING OVERHEAD WIRES
⊕	EXISTING UNDERGROUND ELECTRIC
⊕	EXISTING TELEPHONE LINE
⊕	EXISTING GAS LINE
⊕	EXISTING WATER LINE
⊕	EXISTING STORM DRAIN
⊕	EXISTING SANITARY SEWER
⊕	LIMIT OF WORK LINE
⊕	SILT FENCE LINE

ABBREVIATIONS

A.F.F.	ABOVE FINISHED FLOOR
A.F.S.	ABOVE FINISHED SLAB
APPROX.	APPROXIMATE
A.T.F.	ABOVE TOP OF FOUNDATION
BLDG.	BUILDING
BLK.	BLOCK
BOT.	BOTTOM
B.O.W.	BOTTOM OF WALL
BRG.	BEARING
CB.	CATCH BASIN
CL.	CENTERLINE
C.I.	CAST IRON
CLR.	CLEAR
CONC.	CONCRETE
CONT.	CONTINUOUS
CONTR.	CONTRACTOR
DBL.	DOUBLE
DET.	DETAIL
D.I.	DUCTILE IRON
DIA.	DIAMETER
DIM.	DIMENSION
D'T'L.	DETAIL
DWG.	DRAWING
EA.	EACH
ELEC.	ELECTRIC
ELEV.	ELEVATION
EXIST.	EXISTING
EXT.	EXTERIOR
FFE	FINISH FLOOR ELEVATION
FIN.	FINISH
FLR.	FLOOR
FOUND.	FOUNDATION
FT.	FOOT OR FEET
INSTL.	INSTALLED
LT.	LIGHT
MAX.	MAXIMUM
M.A.H.W.	MEAN ANNUAL HIGH WATER
MH.	MANHOLE
MIN.	MINIMUM
MISC.	MISCELLANEOUS
N.T.S.	NOT TO SCALE
O.A.	OVERALL
O.C.	ON CENTER
PCB	PROPOSED CATCH BASIN
PDMH	PROPOSED DRAIN MANHOLE
PFES	PROP. FLARED END SECTION
POCS	PROP. OUTLET CONTROL STRUCT.
PROP.	PROPOSED
PSMH	PROP. SANITARY SEWER MANHOLE
PWQU	PROP. WATER QUALITY UNIT
P.S.I.	POUNDS PER SQUARE INCH
REINF.	REINFORCING
R.H.	RIGHT HAND
SHT.	SHEET
SPEC.	SPECIAL OR SPECIFICATIONS
SQ.	SQUARE
ST.	STEEL
STA.	STATION
T.O.F.	TOP OF FOUNDATION
T.O.W.	TOP OF WALL
T.S.	TOP OF STEEL
TYP.	TYPICAL
W/	WITH
WTR.	WATER
W.W.M.	WELDED WIRE MESH

EROSION & SEDIMENT CONTROL NOTES

- MANAGEMENT STRATEGIES**
- CONSTRUCTION TRAFFIC SHALL BE LIMITED TO THE CONSTRUCTION ENTRANCE.
 - CONSTRUCTION SEQUENCE SHALL BE PHASED TO AVOID LEAVING LARGE AREAS EXPOSED FOR LONG PERIODS OF TIME.
 - TEMPORARY SEED AND MULCH SHALL BE APPLIED IMMEDIATELY FOLLOWING ROUGH GRADING.
 - SEDIMENTATION CONTROL MEASURES SHALL BE INSPECTED CONTINUOUSLY, ESPECIALLY FOLLOWING STORM EVENTS TO LOCATE FAILING CONTROL MEASURES AND CONDUCT ROUTINE MAINTENANCE OPERATIONS.
 - THE CONSTRUCTION SUPERINTENDENT SHALL INFORM ALL ON-SITE WORKERS OF THE SEDIMENTATION CONTROL PROGRAM.
- VEGETATIVE CONTROL PRACTICES**
- TOPSOIL STOCKPILING: TOPSOIL SHALL BE STRIPPED FROM AREAS TO BE DISTURBED AND STOCKPILED FOR LATER USE. STOCKPILE LOCATION SHALL BE APPROVED BY THE OWNER AND ENGINEER AND BE WITHIN LIMIT OF WORK.
 - TEMPORARY SEEDING: THE TEMPORARY SEDIMENT BASIN, TOPSOIL STOCKPILE AND ROUGH GRADED AREAS SHALL BE SEEDED WITH WINTER RYE AT A RATE OF 30 LBS. PER ACRE ANY SOILS THAT ARE LEFT EXPOSED AND UNDISTURBED FOR MORE THAN 30 DAYS SHALL BE TEMPORARILY SEEDED.
- A. SITE PREPARATION**
- COMPLETE ALL ROUGH GRADING ACTIVITIES
 - REMOVE ALL ROCKS AND DEBRIS LARGER THAN 3" IN DIAMETER FROM AREAS TO BE TEMPORARILY SEEDED. -EVENLY APPLY LIME TO ACHIEVE A PH VALUE OF 6.0.
 - EVENLY APPLY 14 LBS. OF 5-10-10 ANALYSIS FERTILIZER TO A DEPTH OF 4" USING SUITABLE EQUIPMENT.
 - SEEDBED IS TO BE LEFT IN FIRM AND SMOOTH CONDITION.
 - THE LAST TILLAGE OPERATION SHALL BE PERFORMED ACROSS THE SLOPE.
- B. ESTABLISHMENT**
- EVENLY APPLY SEED IN ACCORDANCE WITH THE SPECIES AND RATE INDICATED ABOVE BY MEANS OF BROADCASTING OR HYDROSEEDING.
 - UNLESS HYDROSEEDING, COVER SEED WITH 1/4" TO 1/2" OF TOPSOIL
 - APPLY MULCH OR EROSION CONTROL BLANKET IMMEDIATELY FOLLOWING SEEDING.
 - VERIFY SEEDING DATES WITH ENGINEER/LANDSCAPE ARCHITECT. IF ENGINEER/LANDSCAPE ARCHITECT DETERMINES THAT SEED CANNOT BE APPLIED DUE TO CLIMATE, TOPSOIL SHALL NOT BE SPREAD AND MULCHING SHALL BE APPLIED TO THE EXPOSED SURFACE TO STABILIZE SOILS UNTIL THE NEXT RECOMMENDED SEEDING PERIOD.
 - PERMANENT SEEDING SHALL BE APPLIED BETWEEN APRIL 15 AND SEPTEMBER 30. TEMPORARY SEEDING SHALL BE APPLIED TO ALL DISTURBED AREAS OUTSIDE THIS TIME FRAME, UPON APPROVAL BY THE ENGINEER/LANDSCAPE ARCHITECT.
- C. MAINTENANCE**
- ALL SEEDED/MULCHED AREAS SHALL BE INSPECTED REGULARLY TO SEE THAT A GOOD STAND IS MAINTAINED. AREAS SHALL BE REPAIRED AS NECESSARY.

- NONSTRUCTURAL CONTROL PRACTICES**
- SCARIFICATION: EXPOSED SLOPES EXCEEDING 4:1 SHALL BE SCARIFIED AT RIGHT ANGLES TO THE SLOPE. PROVIDE PERIODIC UPGRADING OF SCARRATIONS DURING EXPOSED PERIOD UNTIL VEGETATION IS ESTABLISHED. PROVIDE VEGETATIVE COVER AS SOON AS POSSIBLE.
 - STRAW MULCH: STRAW MULCH SHALL BE APPLIED IN CONJUNCTION WITH TEMPORARY/PERMANENT SEEDING AND TO GRADED AREAS WHICH REMAIN EXPOSED OUTSIDE OF RECOMMENDED SEEDING DATES. MULCH SHALL BE APPLIED AT 90 LBS. PER 1000 S.F. CONTRACTOR SHALL PERIODICALLY INSPECT AND REAPPLY AS NECESSARY, PARTICULARLY FOLLOWING SIGNIFICANT STORM EVENTS.
 - TOPSOIL: DISTURBED AREAS SHALL BE TOPSOILED PRIOR TO SEED APPLICATION. APPLICATION STANDARDS:
 - REMOVE ALL ROCKS AND DEBRIS OVER 1"-1 1/2" IN DIAMETER.
 - SCARIFY SURFACE PRIOR TO SEED APPLICATION.
 - APPLY 6" DEPTH OF TOPSOIL.
 - SILT FENCE: SILT FENCE SHALL BE INSTALLED AROUND THE PERIMETER OF THE SITE, AT CULVERT OUTLET LOCATIONS, OR AS INDICATED ON THE DRAWINGS. SILT FENCE SHALL BE INSPECTED AND REPAIRED ROUTINELY, ESPECIALLY FOLLOWING STORM EVENTS UNTIL THE SITE HAS BEEN STABILIZED (COVER > 70%) BY VEGETATION.

- STRUCTURAL CONTROL PRACTICES**
- RIP-RAP OUTLET PROTECTION: RIP-RAP SHALL BE PROVIDED AT ALL PIPE OUTLETS. MATERIAL SHALL BE HARD, DURABLE FIELD OR QUARRY STONE WHICH IS ANGULAR AND RESISTS BREAKING DOWN WHEN EXPOSED TO WATER OR WEATHERING.
 - CONSTRUCTION ENTRANCE: CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE DRAWINGS.
 - DUST CONTROL: A WATER TRUCK SHOULD BE LOCATED ON-SITE FOR DUST CONTROL WHILE WORK IS PROCEEDING. MAINTENANCE SEDIMENTATION CONTROL MEASURES SHALL BE CHECKED WEEKLY AND AFTER EACH SIGNIFICANT RAINFALL EVENT. THE FOLLOWING ITEMS SHALL BE CHECKED IN PARTICULAR:
 - RIP-RAP OUTLET PROTECTION SHALL BE CHECKED REGULARLY FOR SEDIMENT ACCUMULATION. IF SIGNIFICANT AMOUNTS OF SEDIMENT ACCUMULATE, RIP-RAP SHALL BE REMOVED AND REPLACED.
 - SILT FENCING SHALL BE INSPECTED REGULARLY FOR UNDERMINING AND DETERIORATION. REMOVE SEDIMENT FROM BEHIND FENCE WHEN IT BECOMES 6 INCHES DEEP.
 - SEEDED/MULCHED AREAS SHALL BE INSPECTED REGULARLY TO SEE THAT A GOOD STAND IS MAINTAINED. AREAS SHALL BE REPAIRED AS NECESSARY.

SILT FENCE INSTALLATION NOTES

- THIS SEDIMENT BARRIER UTILIZES MIRAFI ENVROFENCE (100X) OR EQUAL. IT IS DESIGNED FOR SITUATIONS IN WHICH ONLY SHEET OR OVERLAND FLOWS ARE EXPECTED.
- THE HEIGHT OF THE BARRIER SHALL NOT EXCEED 36 INCHES (HIGHER BARRIERS MAY IMPOUND VOLUMES OF WATER SUFFICIENT TO CAUSE FAILURE OF THE STRUCTURE). IDEALLY THE FILTER FENCE SHALL BE PLACED 10 FEET AWAY FROM THE TOE OF SLOPE.
- WHEN JOINTS ARE NECESSARY, FILTER FABRICS SHALL BE SPLICED TOGETHER ONLY AT A SUPPORT STAKES WITH A MINIMUM 6-INCH OVERLAP, AND SECURELY SEALED. SEE MANUFACTURER'S RECOMMENDATION.
- STAKES SHALL BE SPACED A MAXIMUM OF 10 FEET APART AT THE BARRIER LOCATION AND DRIVEN SECURELY INTO THE GROUND (MINIMUM OF 12 INCHES). IN APPLICATIONS WHERE HEAVY FLOWS ARE EXPECTED SUCH AS IN-STREAM INSTALLATIONS STAKE SPACING SHALL BE PER MANUFACTURER'S RECOMMENDATIONS AND/OR THE ENGINEERS RECOMMENDATIONS.
- A TRENCH SHALL BE EXCAVATED APPROXIMATELY 6 INCHES WIDE AND 6 INCHES DEEP ALONG THE LINE OF STAKES AND UPSLOPE FROM THE BARRIER IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
- THE PRE ASSEMBLED SILT FENCE SYSTEM SHALL BE UNROLLED, POSITION THE STAKES ON THE DOWNHILL SIDE OF THE TRENCH AND HAMMER THE STAKES AT LEAST 12 INCHES INTO THE GROUND.
- THE BOTTOM SIX (6) INCHES OF THE FABRIC SHALL BE LAID INTO THE TRENCH TO PREVENT UNDERMINING BY STORM WATER RUNOFF.
- BACKFILL THE TRENCH OVER THE FILTER FABRIC AND COMPACT SUFFICIENTLY TO PREVENT THE RUNOFF FROM ERODING THE BACKFILL.
- THE FABRIC SHALL NOT EXTEND MORE THAN 36 INCHES ABOVE THE ORIGINAL GROUND SURFACE. FILTER FABRIC SHALL NOT BE STAPLED TO EXISTING TREES OR SUPPORTS OTHER THAN THE STANDARD STAKES.
- INSTALLED SILT FENCE BARRIERS SHALL BE MAINTAINED ON A REGULAR SCHEDULE WHICH MAY BE PRESCRIBED BY THE LOCAL, STATE OF FEDERAL REGULATORY AUTHORITY; BUT, AT MINIMUM SHALL BE CHECKED WEEKLY AS WELL AS AFTER EACH STORM EVENT. MAINTENANCE SHALL CONSIST OF AN INSPECTION OF THE ENTIRE LENGTH OF THE BARRIER TO DETERMINE IF IT IS FUNCTIONING AS INTENDED. ALL BREAKS, DETACHED FABRIC, SLUMPED FABRIC, CLOGGED FABRIC, AND UNDERMINED AREAS SHALL BE FIXED THE DAY THAT THEY ARE DISCOVERED.
- WHEN A MAXIMUM OF SIX (6) INCHES OF SEDIMENT HAS ACCUMULATED BEHIND THE SILT FENCE THIS SEDIMENT SHALL BE REMOVED AND THE FENCE SHALL BE INSPECTED FOR TEARS, CLOGGING OF BREAKS. ALL DEFICIENCIES SHALL BE CORRECTED IMMEDIATELY EITHER BY REPAIR OR REPLACEMENT OF THE SILT FENCE BARRIER AND/OR STAKES AS NEEDED.
- SILT FENCE BARRIERS SHALL BE REMOVED WHEN THEY HAVE SERVED THEIR USEFUL PURPOSE, BUT NOT BEFORE THE UPSLOPE AREA HAS BEEN CLEANED OF SILT AND PERMANENTLY STABILIZED.

STRAW BALE INSTALLATION & MAINTENANCE (AS REQ'D)

- STRAW BALES SHALL BE PLACED IN A SINGLE ROW, LENGTHWISE ON THE CONTOUR, WITH ENDS OF ADJACENT BALES TIGHTLY ABUTTING ONE ANOTHER.
- ALL BALES SHALL BE EITHER WIRE BOUND OR STRING TIES. BALES SHALL BE INSTALLED SO THAT BINDINGS ARE ORIENTED AROUND THE SIDES RATHER THAN ALONG THE TOPS AND BOTTOMS OF THE BALES TO PREVENT DETERIORATION OF THE BINDINGS.
- THE BARRIER SHALL BE ENTRENCHED AND BACKFILLED. A TRENCH SHALL BE EXCAVATED THE WIDTH OF A BALE AND THE LENGTH OF THE PROPOSED BARRIER TO A MINIMUM DEPTH OF FOUR (4) INCHES AND A MAXIMUM DEPTH OF SIX (6) INCHES. AFTER THE BALES ARE STAKED AND CHINKED, THE EXCAVATED SOIL SHALL BE BACKFILLED AGAINST THE BARRIER. BACKFILL SOIL SHALL CONFORM TO THE GROUND LEVEL ON THE DOWNHILL SIDE AND SHALL BE BUILT UP TO FOUR (4) INCHES AGAINST THE UPHILL SIDE OF THE BARRIER.
- EACH BALE SHALL BE SECURELY ANCHORED BY AT LEAST TWO (2) STAKES OR REBARS DRIVEN THROUGH THE BALE. THE FIRST STAKE IN EACH BALE SHALL BE DRIVEN TOWARD THE PREVIOUSLY LAID BALE TO FORCE THE BALES TOGETHER. STAKES OR REBARS SHALL BE DRIVEN DEEP ENOUGH INTO THE GROUND TO SECURELY ANCHOR THE BALES.
- THE GAPS BETWEEN BALES SHALL BE CHINKED (FILLED BY WEDGING) WITH STRAW TO PREVENT WATER FROM ESCAPING BETWEEN THE BALES. (LOOSE STRAW SCATTERED OVER THE AREA IMMEDIATELY UPHILL FROM A STRAW BALE BARRIER TENDS TO INCREASE BARRIER EFFICIENCY.)
- STRAW BALES GENERALLY DETERIORATE IN 2-6 MONTHS AND THUS NEED REPLACEMENT.
- INSPECTION SHALL BE FREQUENT AND REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
- BALE BARRIERS SHALL BE REMOVED WHEN THEY HAVE SERVED THEIR USEFULNESS, BUT NOT BEFORE THE UPSLOPE AREAS HAVE BEEN PERMANENTLY STABILIZED.

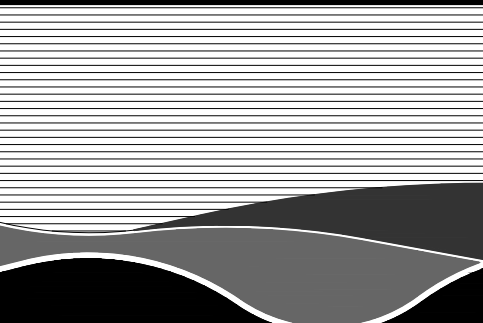
SITE PREP

- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATION, INCLUDING BUT NOT LIMITED TO, ALL UTILITIES, STORM DRAINAGE, SIGNS, TRAFFIC SIGNALS & POLES, ETC. AS REQUIRED. ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES SPECIFICATIONS AND SHALL BE APPROVED BY SUCH.
- CONTRACTOR SHALL ERECT AND MAINTAIN SAFETY BARRICADES AND POST PROPER NOTICES PRIOR TO THE COMMENCEMENT OF WORK.
- CONTRACTOR SHALL PROTECT EXISTING SITE IMPROVEMENTS, APPURTENANCES, AND LANDSCAPING TO REMAIN.
- CONTRACTOR SHALL MAINTAIN EXISTING UTILITIES TO REMAIN IN SERVICE AND PROTECT THEM FROM DAMAGE DURING DEMOLITION OPERATIONS.
- DO NOT DAMAGE EXISTING UTILITIES TO REMAIN WITHIN PROJECT AREA. ALL DAMAGE TO EXISTING UTILITIES TO REMAIN SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE UTILITY OWNER.
- THERE SHALL BE NO BURNING OF DEMOLISHED MATERIAL ALLOWED ON SITE.
- CONTRACTOR SHALL COORDINATE WITH OWNER FOR ANY ITEMS TO BE TURNED OVER TO OWNER.
- DEMOLISH AND REMOVE ALL PAVEMENT, SLABS, FOOTINGS, SUBSURFACE ELEMENTS, MISCELLANEOUS DEBRIS, ETC. WITHIN PROPERTY LINES UNLESS NOTED OTHERWISE.
- CONTRACTOR IS RESPONSIBLE FOR CONTROLLING DUST SO THAT DUST DOES NOT CREATE A NUISANCE ON ADJACENT ROADS OR PROPERTIES. SITE CONTRACTOR SHALL BE RESPONSIBLE FOR STREET SWEEPING AND CATCH BASIN CLEANING AFTER EACH PHASE OF CONSTRUCTION AND AS NEED IS DETERMINED BY THE ENGINEER.
- CONTRACTOR SHALL REMOVE AND DISPOSE OF ANY ABANDONED SUBSURFACE SOIL ABSORPTION SYSTEM (SAS) AND MISCELLANEOUS DEBRIS.
- NO ACTIVITY OTHER THAN NORMAL MAINTENANCE SHALL OCCUR OUTSIDE OF LIMIT OF WORK LINES AS SHOWN ON PLAN WITHOUT THE APPROVAL OF THE ENGINEER.
- THE CONTRACTOR SHALL NOTIFY DIG SAFE @ 1-888-344-7233 PRIOR TO COMMENCEMENT OF ANY DEMOLITION/CONSTRUCTION ACTIVITY.

LANDSCAPE NOTES

- THE CONTRACTOR SHALL VERIFY FINAL SELECTION OF PLANT MATERIALS WITH THE LANDSCAPE ARCHITECT AND OWNER PRIOR TO INSTALLATION.
- NO PLANT MATERIAL WILL BE ACCEPTED WHICH DISPLAYS MAJOR IRREGULARITIES OR DAMAGE. THE OWNER/LANDSCAPE ARCHITECT RETAINS THE RIGHT TO REJECT ANY PLANT MATERIAL DEEMED UNFIT.
- WARRANTEE: FOR A PERIOD OF TWO GROWING SEASONS FROM THE DATE THAT THE WORK UNDER THIS CONTRACT IS CERTIFIED AS SUBSTANTIALLY COMPLETE, THE CONTRACTOR SHALL: 1) WARRANTEE ALL PLANTS AND SEEDED AREAS UNDER THIS CONTRACT; 2) REMOVE AND REPLACE DURING THIS GUARANTEE PERIOD PLANTS WHICH DIE OR ARE IN POOR CONDITION AS DETERMINED BY THE OWNER; 3) REPLANT WITH STOCK OF SAME SIZE AND QUALITY AS ORIGINALLY SPECIFIED; 4) GUY AND MAINTAIN AS SPECIFIED HEREIN AT NO ADDITIONAL COST TO THE OWNER.
- ALL NEW LAWN AREAS SHALL RECEIVE A MINIMUM OF 4 INCHES TOPSOIL OF THE PROPER PH AND ORGANIC CONTENT SUITABLE FOR THE HEALTHY GROWTH OF LAWNS. THESE AREAS SHALL BE SEEDED WITH A FINE BLADE LAWN GRASS SEED OR SODDED. ADDITIONAL OFF-SITE TOPSOIL MAY BE REQUIRED.
- ALL AREAS TO BE MULCHED SHALL RECEIVE 4 INCHES MINIMUM 100% SHREDDED BARK MULCH WITHIN 48 HOURS OF PLANTING UNLESS OTHERWISE NOTED IN PLANTING DETAILS.
- ALL TREE AND SHRUB PITS SHALL BE AT LEAST 2 FEET WIDER AND 1 FOOT DEEPER THAN THE TREE OR SHRUB ROOT BALL TO BE PLANTED IN IT. BACKFILL SHALL BE HIGH QUALITY LOAM OF THE PROPER PH AND ORGANIC CONTENT SUITABLE FOR THE HEALTHY GROWTH OF PLANT MATERIALS.
- ALL PLANTS SHALL BE NURSERY GROWN AND CONFORM TO THE LATEST EDITION OF "ANSI Z601.1, AMERICAN STANDARD FOR NURSERY STOCK".
- EACH PLANT TO BE FREE FROM DISEASE, INSECT INFESTATION, MECHANICAL INJURIES, AND IN ALL RESPECTS BE SUITABLE FOR FIELD PLANTING.
- EACH PLANT TO BE IN THE TOP OF ITS SIZE CLASS AFTER SHEARING AND PRUNING.
- ADJACENT TO THE TOP OF ANY WALLS OVER 36" A FENCE OR WALL SHALL BE CONSTRUCTED PER PLAN THAT MEETS LOCAL BUILDING CODE AND ALL OTHER APPLICABLE STATE AND FEDERAL LAWS.
- SEE DETAIL SHEETS FOR ADDITIONAL DETAILS & SPECIFICATIONS.
- SHOULD GC OR ANY SUBCONTRACTOR ENCOUNTER A DISCREPANCY/CONFLICT IN THE PLAN AN THE ACTUAL LOCATION OF A SITE FEATURE, THE CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT/ENGINEER AND OWNER IMMEDIATELY.
- ALL AREAS DISTURBED DURING CONSTRUCTION NOT DESIGNATED TO RECEIVE OTHER TREATMENT SHALL BE LOAMED TO A MINIMUM DEPTH OF 4" AND SEEDED IN ACCORDANCE WITH THE FOLLOWING:
 - INCORPORATE GROUND LIMESTONE INTO ALL AREAS TO BE SEEDED AT A RATE OF 50 LBS/1,000 S.F.
 - APPLY 10-6-4 FERTILIZER TO ALL AREAS TO BE SEEDED AT A RATE OF 2 LBS/1,000 S.F.
 - THOROUGHLY INCORPORATE LIME AND FERTILIZER INTO SEED BED TO DEPTH OF 3" BY DISCING OR OTHER APPROVED METHOD.
 - SEED WITH THE FOLLOWING MIXTURE, APPLIED AT A RATE OF 10 LBS/1,000 S.F. SEED MIX:

NAME OF SEED	% BY WEIGHT IN MIXTURE	MIN. % PURITY	MIN. GERMINATION
POS PRETENSES "BARON"	50	90	75
BARON BLUEGRASS			
FESTUCA RUBRA "PENNLAWN"	25	95	85
PENNLAWN FESCUE			
LOLUM PERENNE "PENNFINE"	25	98	95
PENNFINE			
 - MULCH ALL SEEDED AREAS WITH STRAW AT A RATE OF 5 LBS/1,000 S.F. UNLESS HYDROSEEDING WAS USED.
 - ALL SLOPES OF 3:1 OR GREATER AFTER BEING LOAMED, SEEDED AND MULCHED IN ACCORDANCE WITH THE ABOVE SHALL BE SECURED WITH EROSION CONTROL BLANKETS (NO. AMERICAN GREEN S150 OR EQUAL). OVERLAP ALL NETTING JOINTS A MINIMUM OF 6" AND SECURE WITH DOUBLE ROW OF STAPLES.



RLA

R LEVESQUE ASSOCIATES INC.

Landscape Architects
Civil Engineers - Land Surveyors
Environmental Consultants

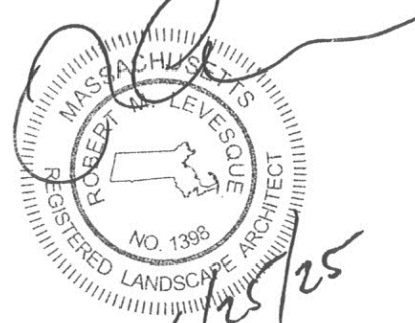
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NOTES, SYMBOL & LINE LEGEND AND ABBREVIATIONS

**223 Garden Street
Agawam, MA
Parcel ID: G8-2-3**



VERMETTE AUTO BODY
c/o Mr. Nasser Zebian
223 Garden Street
Agawam, MA 01030

PREPARED FOR:

ISSUANCE DATE: June 25, 2025

REVISIONS:	DATE:

DRAFTED BY: J.L. & J.W.M.

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SCALE: As Noted

RLA PROJ. NUMBER: 250214

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GENERAL CONSTRUCTION NOTES

- 1. PRIOR TO BEGINNING CONSTRUCTION, THE CONTRACTOR OR HIS AUTHORIZED REPRESENTATIVE SHALL CONVENE A PRE-CONSTRUCTION CONFERENCE BETWEEN THE CITY/TOWN REPRESENTATIVES, CONSULTING ENGINEER/LANDSCAPE ARCHITECT, UTILITY COMPANY REPRESENTATIVES, AND ANY OTHER AFFECTED PARTIES.
2. THE OWNER, R LEVESQUE ASSOCIATES, INC., AND/OR THEIR REPRESENTATIVES, IN PREPARING THESE PLANS HAVE ATTEMPTED TO LOCATE ALL EXISTING UTILITIES IN THE PROJECT AREA. HOWEVER, THERE MAY BE UTILITIES THAT WERE NOT OR COULD NOT BE LOCATED. UNDERGROUND UTILITIES SHOWN ON THE PLANS ARE IN APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATIONS AND ELEVATIONS OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR SHALL CALL ALL APPROPRIATE UTILITY COMPANIES FOR LOCATIONS OF THEIR UTILITIES AT LEAST 48 HOURS BEFORE COMMENCING EXCAVATION. IN THE EVENT THAT A UTILITY IS SITUATED SUCH THAT CONSTRUCTION CANNOT PROCEED AS SHOWN ON THE PLANS, THE PROJECT ENGINEER/LANDSCAPE ARCHITECT AND OWNER SHALL BE NOTIFIED IMMEDIATELY.
3. THE SITE CONTRACTOR IS RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH OCCUR DUE TO HIS FAILURE TO LOCATE AND PRESERVE ANY AND ALL UTILITIES.
4. ALL FILL WORK REQUIRED TO BRING THE PROPOSED ROADWAY UP TO SUB-GRADE LEVEL SHALL CONFORM TO MHD SPECIFICATIONS SECTION 150.
5. CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE GOVERNING CODES AND BE CONSTRUCTED TO SAME.
6. ALL WORK IN THE CITY/TOWN RIGHT-OF-WAY AND EASEMENTS SHALL BE IN ACCORDANCE WITH THE CITY/TOWN SPECIFICATIONS AND MASSACHUSETTS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
7. THE CONTRACTOR SHALL GIVE THE CITY/TOWN A MINIMUM OF 48 HOURS NOTICE BEFORE BEGINNING EACH PHASE OF CONSTRUCTION.
8. CONTRACTOR IS RESPONSIBLE FOR REPAIRS OF DAMAGE TO ANY EXISTING IMPROVEMENTS DURING CONSTRUCTION, SUCH AS, BUT NOT LIMITED TO, DRAINAGE, UTILITIES, PAVEMENT, STRIPING, CURB, ETC. REPAIRS SHALL BE EQUAL TO OR BETTER THAN EXISTING CONDITIONS.
9. ALL WORK SHALL BE PERFORMED IN CONFORMANCE WITH THE CONDITIONS OF APPROVAL OUTLINED IN ALL STATE AND LOCAL PERMITS. COPIES OF THE CONDITIONS ARE INCLUDED WITHIN THE PROJECTS TECHNICAL SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REVIEWING THIS INFORMATION PRIOR TO CONSTRUCTION AND CONFORMING TO THE CONDITIONS AS REQUIRED DURING CONSTRUCTION.
10. THE CONTRACTOR SHALL MAINTAIN THE JOB CLEAR OF TRASH AND DEBRIS. THE WORK AREAS ARE TO BE PICKED UP AT THE END OF EACH WORK DAY.
11. ANY TEMPORARY FACILITIES FOR THE STORAGE OR PROTECTION OF TOOLS, EQUIPMENT OR MATERIALS SHALL CONFORM TO LOCAL REGULATIONS AND SHALL BE THE GENERAL CONTRACTORS RESPONSIBILITY. THESE DOCUMENTS DO NOT INCLUDE THE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY. SAFETY, CARE OF ADJACENT PROPERTIES DURING CONSTRUCTION, AND COMPLIANCE WITH STATE AND FEDERAL REGULATIONS REGARDING SAFETY SHALL BE THE GENERAL CONTRACTORS RESPONSIBILITY.
12. THE GENERAL CONTRACTOR AND HIS SUBCONTRACTORS SHALL VISIT THE SITE AND BECOME FAMILIAR WITH ALL CONDITIONS PRIOR TO SUBMITTING HIS PROPOSAL. NO EXTRAS DUE TO UNFAMILIARITY WITH THE EXISTING SITE OR WORKING CONDITIONS WILL BE ALLOWED.
13. CONTRACTOR SHALL BE REQUIRED TO PERFORM FINAL CLEANUP CONSISTING OF CLEANING THE PROPOSED DRAINAGE AND SEWER SYSTEMS OF ALL DEBRIS PRIOR TO THE ACCEPTANCE BY THE OWNER. ADDITIONALLY, THE PROPOSED ROADWAY SHALL BE CLEANED AND SWEEP BY THE CONTRACTOR PRIOR TO ACCEPTANCE.
14. ALL EXCAVATION SHALL COMPLY WITH OSHA'S LATEST STANDARDS. ALL REQUIREMENTS OF OSHA'S EXCAVATION STANDARDS SHALL BE PROVIDED BY THE CONTRACTOR INCLUDING, BUT NOT LIMITED TO, THE PROVISION FOR A COMPETENT PERSON ON SITE MANAGER AND ANY REQUIRED DOCUMENTATION THAT MAY REQUIRE CERTIFICATION BY A PROFESSIONAL ENGINEER. THE OWNER, THROUGH ITS ENGINEER, SHALL EXPRESSLY NOT PROVIDE ANY OF THE ABOVE REQUIREMENTS DESIGNATED BY OSHA'S EXCAVATION STANDARD.
15. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE COST OF LAYING OUT ALL ITEMS OF THE WORK BASED ON CERTAIN HORIZONTAL CONTROL AND BENCHMARK SUPPLIED BY THE SURVEYOR OF RECORD. ANY DISCREPANCIES SHALL BE IMMEDIATELY REPORTED TO THE ENGINEER.
16. THE CONTRACTOR SHALL PROVIDE ALL MATERIALS, LABOR, EQUIPMENT, PERMITS AND APPURTENANCES NECESSARY TO PROVIDE A COMPLETE PROJECT AS INDICATED ON THE PLANS AND IN THESE SPECIFICATIONS.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR A THOROUGH SITE EXAMINATION IN ORDER TO PREPARE SITE FOR CONSTRUCTION.
18. ANY AND ALL DEMOLISHED TREES, STRUCTURES AND OTHER RUBBLE MATERIAL PERTAINING TO THIS PROJECT SHALL BE DISPOSED OF BY THE CONTRACTOR OFF-SITE AT HIS EXPENSE IN ACCORDANCE WITH ALL OF THE CITY/TOWN ORDINANCES AND ALL APPLICABLE STATE AND FEDERAL ENVIRONMENTAL REGULATIONS.
19. ALL PAVEMENT DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPLACED IN ACCORDANCE WITH THE SPECIFICATIONS AND AS SHOWN ON THE DRAWINGS.
20. ALL STREET EXCAVATIONS SHALL BE COMPLETELY CLOSED AT THE END OF EACH WORKING DAY BY BACKFILLING OR COVERING WITH STEEL PLATES.
21. ALL MATERIALS AND METHODS ARE TO COMPLY WITH THE CITY/TOWN DPW STANDARDS OR MASSACHUSETTS DEPARTMENT OF TRANSPORTATION (MASSDOT) (WHERE APPLICABLE), UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
22. PERMITS WILL BE REQUIRED BY CONTRACTOR WHEN WORKING WITHIN OR OCCUPYING PUBLIC WAY. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED WORK PERMITS AND MAINTAINING A COPY OF ALL PERMITS IN A THREE RING BINDER OR PROJECT BOOK AND ON-SITE AT ALL TIMES.
23. BACKFILL WILL BE PLACED IN SUCCESSIVE LAYERS NOT MORE THAN TWELVE INCHES IN THICKNESS AND SHALL BE COMPACTED TO 95% OF MAXIMUM DRY DENSITY DETERMINED BY STANDARD PROCTOR TEST (ASTM 698) FOR ALL APPLICABLE TYPES OF BACKFILL MATERIAL. NO FROZEN MATERIAL SHALL BE USED AS BACKFILL. IF, IN THE OPINION OF THE ENGINEER OR THE DPW, THE EXCAVATED MATERIAL IS UNSUITABLE, THE ENTIRE MATERIAL FOR BACKFILLING SHALL CONSIST OF APPROVED GRAVEL OR APPROVED BORROW, AS DIRECTED. AFTER THOROUGH TAMPING AROUND AND BENEATH THE UTILITY, A SIX-INCH LAYER OF BACKFILL WILL BE THOROUGHLY COMPACTED AS FOLLOWS: IF DRY, SHALL BE MOISTENED AND THEN COMPACTED WITH MECHANICAL TAMPERS OR BY HAND TAMPERS HAVING A TAMPING FACE NOT EXCEEDING 25 SQUARE INCHES IN AREA. THE FINAL TWELVE INCHES OF FILLING WILL, IN ALL CASES, CONSIST OF APPROVED GRAVEL THOROUGHLY TAMPED.
24. CONTRACTOR SHALL PROVIDE FIELD COMPACTION VERIFICATION UTILIZING ASTM D5195-02, STANDARD TEST METHOD FOR DENSITY OF SOIL & ROCK IN-PLACE AT DEPTHS BELOW THE SURFACE BY NUCLEAR METHODS.
25. CONTRACTOR SHALL PROVIDE FIELD COMPACTION RESULTS TO ENGINEER WITHIN 24-HOURS PRIOR TO PLACEMENT OF INFRASTRUCTURE OR BITUMINOUS BINDER.
26. ALL FILL TO BRING PROPOSED ROADWAY UP TO THE SUB-GRADE LEVEL SHALL EXTEND PAST THE EDGE OF THE RIGHT-OF-WAY AT A 2:1 SLOPE. THIS IS TO PROVIDE ADEQUATE SUPPORT FOR THE RIGHT-OF-WAY.

LAYOUT NOTES

- 1. ALL CONSTRUCTION IN CITY/TOWN RIGHT-OF-WAYS AND/OR EASEMENTS SHALL BE IN ACCORDANCE WITH THE CITY/TOWN STANDARD SPECIFICATIONS.
2. IN THE EVENT OF DISCREPANCIES BETWEEN LOCAL SPECIFICATIONS AND SITE SPECIFICATIONS, THE MORE STRINGENT REQUIREMENT SHALL GOVERN.
3. SITE CONTRACTOR SHALL PROTECT ALL BENCHMARKS AND PROPERTY MONUMENTATION AND SHALL REPLACE OR REPAIR, AT HIS OWN EXPENSE, BENCHMARKS AND MONUMENTATION DISTURBED DURING CONSTRUCTION.
4. ALL STRIPING, PAVEMENT MARKINGS, AND TRAFFIC SIGNAGE SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION, UNLESS OTHERWISE NOTED ON THE PLANS.
5. ALL WORK SHALL COMPLY WITH FEDERAL, STATE AND LOCAL CODES AND ORDINANCES INCLUDING BUT NOT LIMITED TO: AASHTO, OSHA, EPA, DEP, MASSDOT, ETC. THE GENERAL CONTRACTOR SHALL APPLY FOR ALL PERMITS AND SHALL PAY ALL PERMIT RELATED FEES. ALL NECESSARY PERMITS SHALL BE OBTAINED PRIOR TO THE START OF WORK.
6. ALL DIMENSIONS AND CONDITIONS SHOWN ON THE DRAWINGS ARE TO BE VERIFIED BY THE CONTRACTOR. IF FIELD CONDITIONS VARY SIGNIFICANTLY ENOUGH TO REQUIRE A CHANGE TO THE CONTRACT DOCUMENTS, THE PROJECT PROPONENT AND ENGINEER SHALL BE NOTIFIED IMMEDIATELY.
7. THE SITE/GENERAL CONTRACTOR AND SUBCONTRACTORS SHALL CONTACT THE OWNER AND ENGINEER SHOULD HE FIND ANY CONFLICT OR INCONSISTENCY BETWEEN THE WORK SHOWN ON THE DRAWINGS AND NORMAL ACCEPTED CONSTRUCTION PRACTICES, OR HE SHALL ASSUME RESPONSIBILITY FOR ALL CORRECTIONS.
8. ANY CORRECTIONS REQUIRED FOR REVISIONS TO THE CONTRACT DRAWINGS INITIATED BY THE GENERAL CONTRACTOR OR SUBCONTRACTORS WITHOUT PRIOR APPROVAL OF THE OWNER AND OR THE ENGINEER SHALL BE ACCOMPLISHED AT THE CONTRACTORS RISK.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL & LEGAL DISPOSAL OF ALL MATERIAL NECESSARY TO PREPARE THE SITE FOR THE NEW CONSTRUCTION AS SHOWN ON THE SITE DRAWINGS.
10. REPAIR DAMAGED CITY/TOWN ROADS AND CURBS IN ACCORDANCE WITH MASSDOT AND/OR THE CITY/TOWN REGULATIONS.
11. CONTRACTOR SHALL SAWCUT PAVEMENT EDGE WHERE PAVEMENT TO REMAIN IS ADJACENT TO PAVEMENT TO BE REMOVED.
12. CONTRACTOR SHALL PREPARE SITE AS NECESSARY FOR CONSTRUCTION SHOWN ON THE PLANS.

EARTHWORK NOTES

- 1. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
2. ALL CUT OR FILL SLOPES SHALL BE 3:1 OR FLATTER UNLESS OTHERWISE NOTED.
3. STORM PIPE SHALL BE AS NOTED ON PLANS.
4. EXISTING DRAINAGE STRUCTURES TO BE INSPECTED AND REPAIRED AS NEEDED, AND EXISTING PIPES TO BE CLEANED OUT TO REMOVE ALL SILT AND DEBRIS.
5. EXISTING GRADE CONTOUR INTERVALS SHOWN AT 1 FOOT INTERVALS.
6. PROPOSED GRADE CONTOUR INTERVALS SHOWN AT 1 FOOT INTERVALS.
7. IF ANY EXISTING STRUCTURES TO REMAIN ARE DAMAGED DURING CONSTRUCTION IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO REPAIR AND/OR REPLACE THE EXISTING STRUCTURE AS NECESSARY TO RETURN IT TO EXISTING CONDITIONS OR BETTER.
8. ALL STORM PIPE ENTERING STRUCTURES SHALL BE SEALED TO ASSURE CONNECTION AT STRUCTURE IS WATERTIGHT.
9. ALL STORM SEWER MANHOLES FRAMES AND GRATES ARE TO BE SET EQUAL TO FINISH GRADES, AND SHALL HAVE TRAFFIC BEARING RING & COVERS (H20).
10. CONTRACTOR SHALL ADJUST AND/OR CUT EXISTING PAVEMENT AS NECESSARY TO ASSURE A SMOOTH FIT AND CONTINUOUS GRADE.
11. CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE AWAY FROM BUILDINGS FOR ALL NATURAL AND PAVED AREAS.
12. ALL UNSURFACED AREAS DISTURBED BY GRADING OPERATION SHALL RECEIVE 4 INCHES OF TOPSOIL. CONTRACTOR SHALL APPLY STABILIZATION FABRIC TO ALL SLOPES 3H:1V OR STEEPER. CONTRACTOR SHALL GRASS DISTURBED AREAS IN ACCORDANCE WITH THE SPECIFICATIONS UNTIL A HEALTHY STAND OF GRASS IS OBTAINED.
13. CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE GOVERNING CODES AND BE CONSTRUCTED TO SAME.
14. IF CONTRACTOR RELOCATES OR SETS NEW BENCHMARKS, THE VERTICAL ELEVATIONS OF THE BENCHMARKS SHALL BE SET WITHIN A TOLERANCE OF 0.010 FT.
15. CONTRACTOR SHALL LEAVE GRADE BEHIND CURB IN ALL PLANTER AREAS A MINIMUM OF 4" LOW FOR THE PLACEMENT OF SUITABLE TOPSOIL OR PLANTING MIX.

SITE UTILITY NOTES

- GENERAL:
1. ALL FILL MATERIAL IS TO BE IN PLACE, AND COMPACTED BEFORE INSTALLATION OF PROPOSED UTILITIES.
2. TOPS OF EXISTING MANHOLES SHALL BE SET EQUAL TO FINISH GRADE. IN GRASSED LANDSCAPED AREAS WITH WATER TIGHT LIDS.
3. ALL CONCRETE FOR ENCASEMENTS SHALL HAVE A MINIMUM 28 DAY COMPRESSION STRENGTH AT 3000 P.S.I.
4. DRAWINGS DO NOT PURPORT TO SHOW ALL EXISTING UTILITIES.
5. EXISTING UTILITIES SHALL BE VERIFIED IN FIELD PRIOR TO INSTALLATION OF ANY NEW LINES.
6. SITE/GENERAL CONTRACTOR IS RESPONSIBLE FOR COMPLYING TO THE SPECIFICATIONS OF THE LOCAL AUTHORITIES AT THE CITY WITH REGARD TO MATERIALS AND INSTALLATION OF THE WATER AND SEWER LINES.
7. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
8. CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES FOR INSTALLATION REQUIREMENTS AND SPECIFICATIONS.
9. CONTRACTOR SHALL COORDINATE INSPECTION OF UTILITY LINES WITH APPROPRIATE AUTHORITIES PRIOR TO BACKFILLING TRENCHES.
10. CONTRACTOR SHALL COMPLY WITH THE LATEST OSHA STANDARDS OR DIRECTIVES OR ANY OTHER AGENCY HAVING JURISDICTION FOR EXCAVATION AND TRENCHING PROCEDURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND MAINTENANCE OF ALL SUPPORT SYSTEMS, SLOPING, BENCHING, AND OTHER MEANS OF PROTECTION.
11. CONTRACTOR SHALL COORDINATE INSTALLATION OF UTILITIES WITH LOCAL COMPANIES TO AVOID CONFLICTS AND TO ASSURE THAT PROPER DEPTHS ARE ACHIEVED. CONTRACTOR SHALL COORDINATE WITH LOCAL UTILITY COMPANIES FOR EXACT LOCATION AND SCHEDULING OF CONNECTIONS TO THEIR FACILITIES.
12. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY DUE TO THE LACK OF AVAILABLE DOCUMENTATION. ALL UTILITIES, INCLUDING CURB BOXES, MAY NOT BE SHOWN ON THESE DRAWINGS. THE CONTRACTOR SHALL CALL THE "DIG SAFE CENTER" TO HAVE ALL UTILITIES MARKED ON THE GROUND PRIOR TO THE START OF CONSTRUCTION
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH OCCUR DUE TO HIS FAILURE TO LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
14. DO NOT INTERRUPT EXISTING UTILITIES WITHOUT AUTHORIZATION FROM THE OWNER, OWNERS OF ADJACENT PROPERTIES, AND THE CORRESPONDING UTILITY OWNER. CONTRACTOR SHALL ARRANGE TO SHUT OFF UTILITIES, AS REQUIRED, WITH THE UTILITY OWNERS.
15. COORDINATE UTILITY TERMINATION WITH UTILITY OWNERS.

- SEWER:
1. SANITARY SEWER MAINS AND LATERALS SHALL BE PVC PIPE CONFORMING TO ASTM D 3034-SDR35. THE MINIMUM SIZE FOR SEWER MAINS SHALL BE 8", SEWER LATERALS SHALL BE 4" MIN.
2. ALL SANITARY SEWERS, SEWER FORCE MAINS, AND SEWER LATERALS SHALL BE INSTALLED IN FIRST-CLASS BEDDING AND IN ACCORDANCE WITH THE DEPARTMENT OF PUBLIC WORKS SPECIFICATIONS. SEWERS SHALL BE INSTALLED TO THE LINE AND GRADE INDICATED ON THE PLANS.
3. ONLY PRECAST CONCRETE MANHOLES OF A DESIGN APPROVED BY THE TOWN ENGINEER SHALL BE INSTALLED ON A SANITARY SEWER MAIN.
4. NO GROUNDWATER OR SURFACE WATER SHALL BE DISCHARGED INTO THE SANITARY SEWER.
5. WHERE ROCK IS ENCOUNTERED, IT SHALL BE REMOVED TO A DEPTH OF ONE FOOT BELOW THE FLOWLINE OF THE SEWER AND THE PIPE LAID IN A PROPERLY COMPACTED GRANULAR MATERIAL APPROVED BY THE TOWN ENGINEER.
6. ONLY GRANULAR MATERIAL APPROVED BY THE TOWN ENGINEER SHALL BE USED AS BACKFILL IN ANY TRENCH EXCAVATION.

- WATER:
1. CONTRACTOR SHALL CONTACT THE CITY/TOWN WATER DEPARTMENT FOR SPECIFICATIONS AND MAKE OF VALVES, VALVE BOXES, FIRE HYDRANTS AND ALL OTHER WATER LINE APPURTENANCES.
2. WATER LINE TESTING AND STERILIZATION SHALL BE PERFORMED IN ACCORDANCE WITH LOCAL DPW SPECIFICATIONS AND WATER DISTRIBUTION SYSTEM. CONTRACTOR SHALL COORDINATE TESTING WITH THE CITY WATER DEPARTMENT.
3. ALL WATER MAIN SHALL BE DUCTILE IRON (D.I.), CLASS 52, AWWA C-151 (ANSI A21.40). D.I. PIPE SHALL BE DOUBLE CEMENT LINED WITH A SEAL COAT CONFORMING TO AWWA C-104 (ANSI A-21.4).
4. JOINTS FOR D.I. PIPE SHALL BE PUSH-ON OR OTHERWISE APPROVED, AWWA C151(ANSI A-21.51) WITH GASKETS CONFORMING TO AWWA C-111 (ANSI A-21.11) MAXIMUM LENGTH OF PIPE TO BE 20 L.F.
5. ALL FITTINGS SHALL BE DUCTILE IRON CLASS 53 WITH PRESSURE RATING OF 350 PSI AND MECHANICAL JOINTS CONFORMING TO AWWA C-151 (ANSI A21.51).
6. RETAINER GLANDS: RETAINER GLANDS SHALL BE DESIGNED TO IMPART MULTIPLE WEDGING ACTION AGAINST THE PIPE, INCREASE ITS RESISTANCE AS THE PRESSURE INCREASES. GLANDS SHALL BE MANUFACTURED OF DUCTILE IRON CONFORMING TO ASTM A536-80. RESTRAINING DEVICES SHALL BE DUCTILE IRON HEAT-TREATED TO A MINIMUM HARDNESS OF 370 BHN. TWIST-OFF NUTS SHALL BE USED TO INSURE PROPER ACTUATING OF THE RETAINER GLAND. DIMENSIONS OF THE GLAND SHALL BE SUCH THAT IT CAN BE USED WITH THE STANDARD MECHANICAL JOINT BELL AND TEE-HEADED BOLTS CONFORMING TO ANSI/AWWA A21.1 AND ANSI/WWA 153/A21.5. THE RETAINER GLAND SHALL HAVE A WORKING PRESSURE OF 250 PSI WITH A MINIMUM SAFETY FACTOR OF 2:1 AND SHALL BE CERTIFIED BY THE MANUFACTURER TO BE COMPATIBLE WITH THE PIPE CLASS AND PIPE MANUFACTURER FOR ALL SIZES PROVIDED ON THE JOB. THE RETAINER GLAND SHALL BE MEGA-LUG AS MANUFACTURED EBAA IRON, INC., OR APPROVED EQUAL.
7. ALL WATER MAINS, UNLESS OTHERWISE NOTED, SHALL BE INSTALLED WITH A MINIMUM FIVE FEET OF COVER. WHEN CROSSING ABOVE OR BELOW WATER PIPELINES, A MINIMUM VERTICAL SEPARATION OF SIX INCHES SHALL BE PROVIDED. WHEN CROSSING SANITARY SEWERS, A MINIMUM OF 18" SHALL BE PROVIDED.

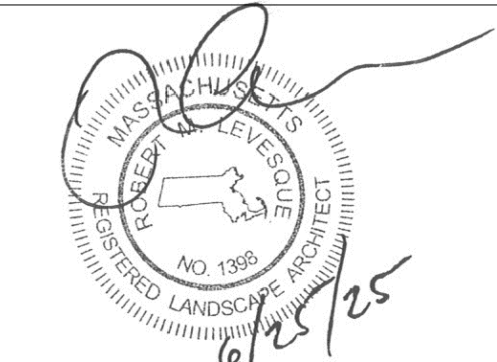
SITE UTILITY NOTES (CONTINUED)

- 8. THE INSTALLED WATER MAIN SHALL BE PRESSURE TESTED, FLUSHED AND DISINFECTED BY CONTRACTOR IN ACCORDANCE WITH AWWA C-600 AND AWWA C-651 OR PER CITY/TOWN WATER DEPARTMENT STANDARDS.
9. DUCTILE IRON PIPES SHALL BE INSTALLED IN ACCORDANCE WITH AWWA C-600.
10. ALL MECHANICAL JOINTS ARE TO BE RESTRAINED. FITTINGS SHALL BE RESTRAINED BY MECHANICAL JOINT RESTRAINTS. THE PIPE CONNECTED TO THE FITTING SHALL BE RESTRAINED PER THE MANUFACTURER'S SCHEDULE.
11. THE CONTRACTOR SHALL MARK THE LOCATION OF THE PROPOSED WATER MAIN AT LEAST 48 HOURS PRIOR TO EXCAVATING. EXCAVATION SHALL NOT PROCEED WITHOUT AUTHORIZATION BY THE ENGINEER.
12. ALL WATER MAINS, HYDRANT BRANCHES, AND SERVICES SHALL HAVE UTILITY WARNING TAPE. THE TAPE SHALL BE BURIED APPROXIMATELY 2 FEET BELOW FINISHED GRADE.
13. BACKFILL SHALL BE COMPACTED TO 95 PERCENT OF THE STANDARD PROCTOR DENSITY AS DETERMINED BY ASTM D698. COMPACTION EQUIPMENT USED MUST BE SPECIFICALLY DESIGNED FOR COMPACTION. TAMPING WITH THE BACK OF THE BACK HOE BUCKET IS UNACCEPTABLE COMPACTION.
14. ALL WATER SERVICES SHALL BE 1" DIA. COPPER TUBING TYPE K, SOFT TEMPER CONFORMING TO ASTM B88 UNLESS OTHERWISE NOTED.
15. DEPRESS WATER MAIN UNDER EXISTING SERVICES AND HYDRANT BRANCHES TO MAINTAIN 5"-0" OF COVER.
16. ALL WATER MAINS SHALL BE LAID PER THE PLANS TO MAINTAIN THE MAXIMUM SEPARATION FROM EXISTING OR PROPOSED SANITARY SEWER. DISTANCE SHALL BE MEASURED EDGE TO EDGE.
17. IDENTIFY EACH PIPE LENGTH & FITTING CLEARLY WITH MANUFACTURE'S NAME & TRADEMARK. NOMINAL PIPE SIZE & MATERIAL DESIGNATION.
18. ALL WATER MAINS & SERVICE PIPES SHALL BE LAID IN A TRENCH SEPARATE FROM ANY OTHER UTILITY (GAS, ELECTRIC, TELEPHONE, ETC.) SHALL BE A MINIMUM NO LESS THAN FIVE (5) FEET FROM ANOTHER UTILITY.
19. ALL MATERIAL SHALL BE IN ACCORDANCE WITH CITY/TOWN WATER DEPARTMENT "RULES & REGULATIONS". ALL WORK TO BE PERFORMED IN ACCORDANCE WITH CITY/TOWN WATER DEPARTMENT "SPECIFICATIONS". CITY/TOWN WATER DEPARTMENT STANDARDS SHALL TAKE PRECEDENCE OVER ANY REQUIREMENTS LISTED ABOVE.

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CONSTRUCTION NOTES 223 Garden Street Agawam, MA Parcel ID: G8-2-3

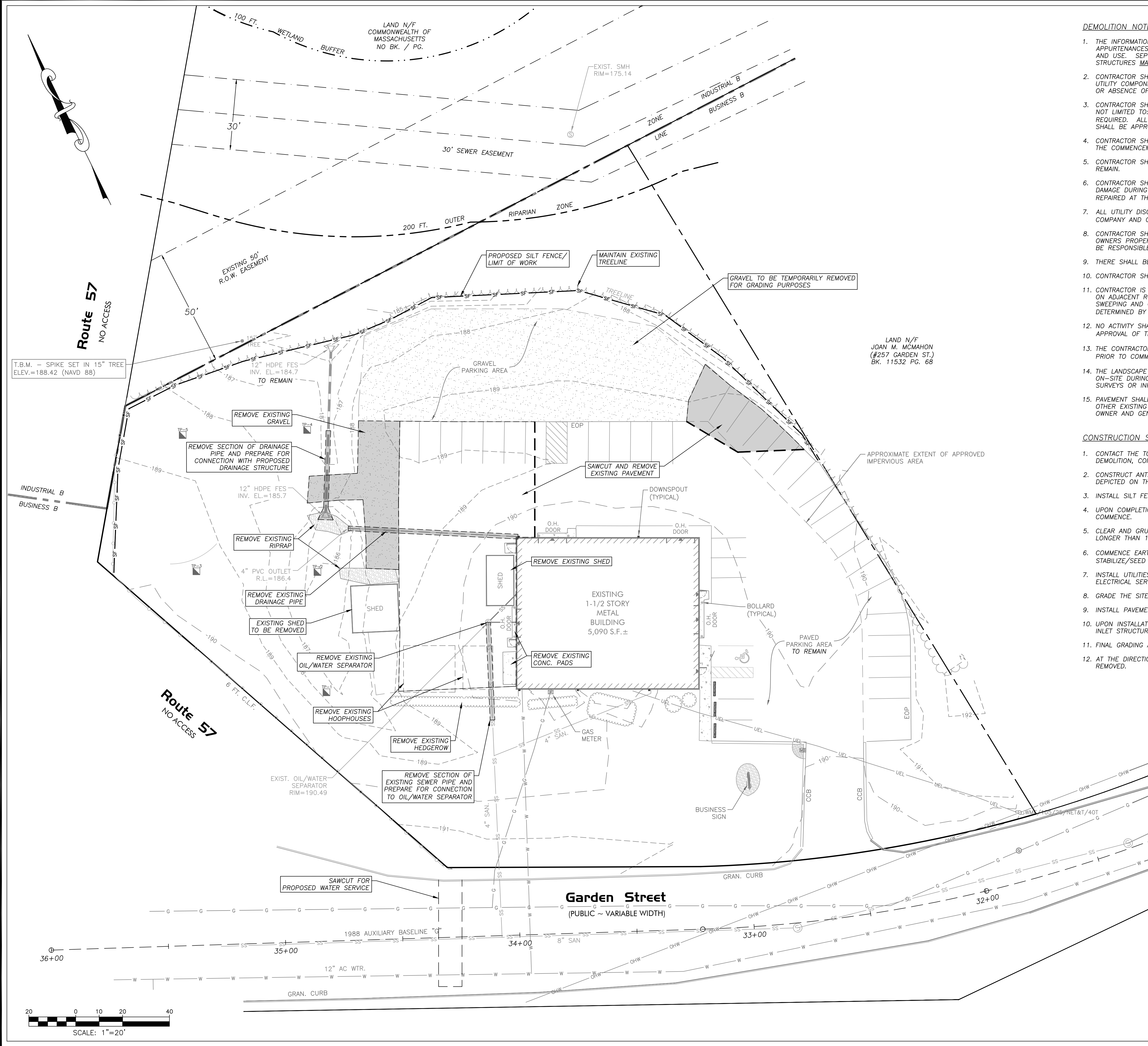


PREPARED FOR: Vermette Auto Body c/o Mr. Nasser Zebian 223 Garden Street Agawam, MA 01030

Table with columns: ISSUANCE DATE: June 25, 2025; REVISIONS; DATE; DRAFTED BY: J.L. & J.W.M.; UNAUTHORIZED ALTERATION OF THIS DOCUMENT IS A VIOLATION OF MASSACHUSETTS STATE LAW; SCALE: As Noted; RLA PROJ. NUMBER: 250214; DRAWING# C-2; REV.

PERMITTING NOT FOR CONSTRUCTION

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DEMOLITION NOTES

1. THE INFORMATION SHOWN HEREON IS NOT INTENDED TO BE AN EXHAUSTIVE SURVEY OF ALL APPURTENANCES THAT MAY OR MAY NOT BE IN PLACE TO SERVE THE EXISTING ON-SITE STRUCTURES AND USE. SEPTIC SYSTEM COMPONENTS, UNDERGROUND TANKS, AND OTHER SUB-SURFACE STRUCTURES MAY BE IN PLACE AND MAY REQUIRE ATTENTION BEFORE CONSTRUCTION MAY PROCEED.
2. CONTRACTOR SHALL CONDUCT A PRE-DEMOLITION SURVEY TO IDENTIFY ANY AND ALL UTILITIES AND UTILITY COMPONENTS TO BE DISCONTINUED, REMOVED, OR DEMOLISHED IN PLACE AND THE PRESENCE OR ABSENCE OF ANY HAZARDOUS MATERIALS.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DEMOLITION, REMOVAL OR RELOCATION, INCLUDING BUT NOT LIMITED TO: ALL UTILITIES, STORM DRAINAGE, SIGNS, TRAFFIC SIGNALS & POLES, ETC. AS REQUIRED. ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES' SPECIFICATIONS AND SHALL BE APPROVED BY SUCH. ALL COSTS SHALL BE INCLUDED IN BASE BID.
4. CONTRACTOR SHALL ERECT AND MAINTAIN SAFETY BARRICADES AND POST PROPER NOTICES PRIOR TO THE COMMENCEMENT OF WORK.
5. CONTRACTOR SHALL PROTECT EXISTING SITE IMPROVEMENTS, APPURTENANCES AND LANDSCAPING TO REMAIN.
6. CONTRACTOR SHALL MAINTAIN EXISTING UTILITIES TO REMAIN IN SERVICE AND PROTECT THEM FROM DAMAGE DURING DEMOLITION OPERATIONS. ANY DAMAGE TO EXISTING UTILITIES TO REMAIN SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE UTILITY OWNER.
7. ALL UTILITY DISCONNECTION SHALL BE PERFORMED TO THE SATISFACTION OF THE RELEVANT UTILITY COMPANY AND COMPLY WITH ANY LOCAL, STATE AND/OR FEDERAL REGULATORY AGENCIES.
8. CONTRACTOR SHALL PROMPTLY TRANSPORT AND LEGALLY DISPOSE OF DEMOLISHED MATERIALS OFF OWNERS PROPERTY. DO NOT ALLOW DEMOLISHED MATERIAL TO COLLECT ON SITE. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DISPOSAL.
9. THERE SHALL BE NO BURNING OF DEMOLISHED MATERIAL ALLOWED ON SITE.
10. CONTRACTOR SHALL COORDINATE WITH OWNER FOR ANY ITEMS TO BE TURNED OVER TO OWNER.
11. CONTRACTOR IS RESPONSIBLE FOR CONTROLLING DUST SO THAT DUST DOES NOT CREATE A NUISANCE ON ADJACENT ROADS OR PROPERTIES. SITE CONTRACTOR SHALL BE RESPONSIBLE FOR STREET SWEEPING AND CATCH BASIN CLEANING AFTER EACH PHASE OF CONSTRUCTION AND AS NEED IS DETERMINED BY THE LANDSCAPE ARCHITECT/ENGINEER.
12. NO ACTIVITY SHALL OCCUR OUTSIDE OF LIMIT OF WORK LINE AS SHOWN ON PLAN WITHOUT THE APPROVAL OF THE LANDSCAPE ARCHITECT/ENGINEER AND LANDOWNER.
13. THE CONTRACTOR SHALL NOTIFY DIG SAFE @ 1-888-344-7233 A MINIMUM OF 72 HOURS (M-F) PRIOR TO COMMENCEMENT OF ANY DEMOLITION/CONSTRUCTION ACTIVITY.
14. THE LANDSCAPE ARCHITECT/ENGINEER IS NOT RESPONSIBLE FOR ANY ITEMS THAT MAY BE DISCOVERED ON-SITE DURING DEMOLITION OR CONSTRUCTION THAT WAS NOT PREVIOUSLY INDICATED ON THE SURVEYS OR INFORMATION PROVIDED.
15. PAVEMENT SHALL BE SAWCUT AT THE LIMIT OF WORK. ALL PAVING, FOOTINGS, UTILITIES, CURBING AND OTHER EXISTING IMPROVEMENTS SHALL BE REMOVED OR SUITABLY MILLED TO THE SATISFACTION OF THE OWNER AND GENERAL CONTRACTOR.

CONSTRUCTION SEQUENCE

1. CONTACT THE TOWN OF AGAWAM AT LEAST FORTY-EIGHT HOURS PRIOR TO COMMENCEMENT OF ANY DEMOLITION, CONSTRUCTION, OR EARTHWORK ACTIVITY ON THIS PROJECT.
2. CONSTRUCT ANTI-TRACKING PAD AT ENTRANCE AND INSTALL ANY REQUIRED INLET PROTECTION AS DEPICTED ON THE PLAN.
3. INSTALL SILT FENCE AS SHOWN ON THE PLANS.
4. UPON COMPLETION OF EROSION CONTROL MEASURES, CLEARING AND GRUBBING AND EARTHWORK MAY COMMENCE.
5. CLEAR AND GRUB SITE. STOCKPILE ANY CHIPPING OR TOPSOIL MATERIAL TO REMAIN ON SITE FOR LONGER THAN 14 DAYS AND INSTALL SILT FENCE AROUND THE PERIMETER OF THE STOCKPILE.
6. COMMENCE EARTHWORK BY EXCAVATING FOR THE CUT/FILL SLOPES AS SHOWN ON THE PLANS. STABILIZE/SEED ANY SLOPES THAT HAVE ACHIEVED FINAL GRADE.
7. INSTALL UTILITIES AS SHOWN ON PLANS INCLUDING WATER SERVICE, SEWER SERVICE, GAS SERVICE, ELECTRICAL SERVICE AND STORMWATER MANAGEMENT SYSTEM.
8. GRADE THE SITE TO ACCEPT PAVEMENT SECTION MATERIALS.
9. INSTALL PAVEMENT AS SPECIFIED ON THE PLANS.
10. UPON INSTALLATION OF PAVEMENT SURFACE, INSTALL INLET PROTECTION AS REQUIRED ON ANY NEW INLET STRUCTURES.
11. FINAL GRADING AND STABILIZATION OF ANY REMAINING EXPOSED AREAS.
12. AT THE DIRECTION OF THE TOWN OF AGAWAM, EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED.

RLA
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 rland.com

DEMOLITION & REMOVALS PLAN

223 Garden Street
 Agawam, MA
 Parcel ID: G8-2-3

PREPARED FOR:
 Yermette Auto Body
 c/o Mr. Nasser Zebian
 223 Garden Street
 Agawam, MA 01030

ISSUANCE DATE: June 25, 2025

REVISIONS:	DATE:
A. Added water service	11/19/25
B. Parking & addition revision	3/19/26

DRAFTED BY: J.L. & J.W.M.

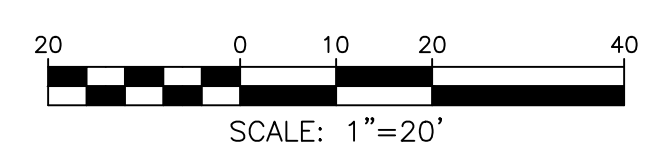
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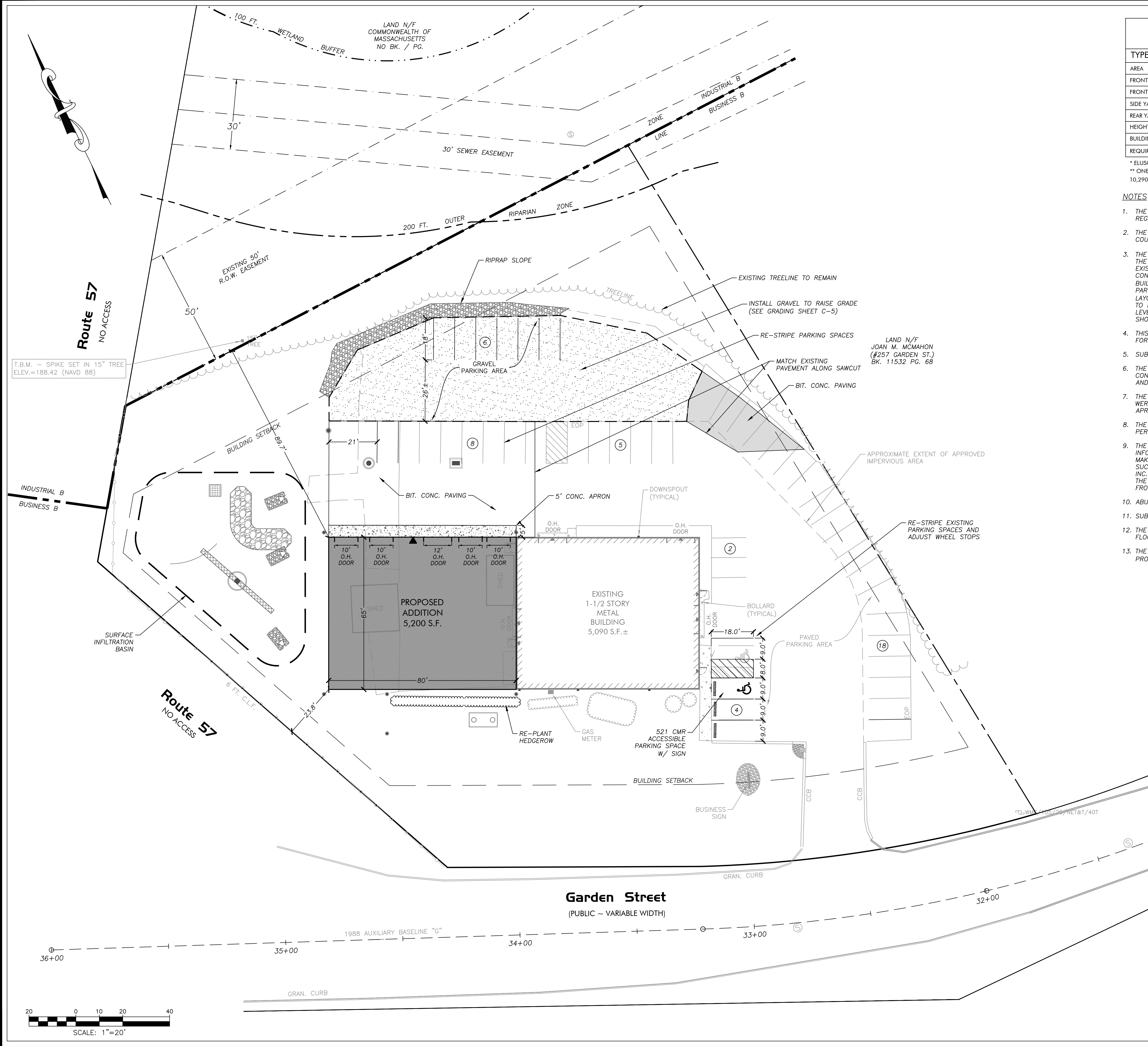
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ZONING REVIEW - Business B (BB)

TYPE (MINIMUM)	REQUIRED	EXISTING	PROPOSED
AREA	10,000 S.F.	73,961 S.F.	73,961 S.F.
FRONTAGE	100 FT	0'	0'
FRONT YARD	35 FT	75.6'	75.6'
SIDE YARD	10 FT	61.0'	23.8'
REAR YARD	35 FT	126.5'	89.7'
HEIGHT (MAX)	45 FT (3 STORIES)	1.5 STORIES	1.5 STORIES
BUILDING COVERAGE (MAX)	50%	±7.8%	±13.9%
REQUIRED PARKING **	43	36	43

* ELUSORY FRONTAGE DUE TO 1988 STATE HIGHWAY LAYOUT
 ** ONE (1) SPACE PER 300 S.F. OF GROSS FLOOR AREA PLUS ONE (1) SPACE PER EMPLOYEE
 10,290 S.F. / 300 = 34.3 (OR 35) + 8 (EMPLOYEE SPACES) = 43 REQUIRED

NOTES

- THE RECORD OWNER OF THE SUBJECT PARCEL IS MBNZ HOLDING CO. SEE HAMPDEN COUNTY REGISTRY OF DEEDS BOOK 24996 PAGE 11.
- THE PROPERTY LINES SHOWN HEREON ARE BASED UPON A PLAN RECORDED IN THE HAMPDEN COUNTY REGISTRY OF DEEDS IN PLAN BOOK 319 PAGE 43.
- THE EXISTING BUILDING(S) SHOWN HEREON ARE BASED ON AN APPROXIMATE MEASUREMENT OF THE OUTSIDE PERIMETER OF THE EXISTING STRUCTURES. THE ACTUAL LOCATION OF THE EXISTING BUILDING WALLS AND CORNERS SHOULD BE VERIFIED IN THE FIELD PRIOR TO ANY CONSTRUCTION WORK THAT WOULD ADJUT OR TAKE PLACE ADJACENT TO THE EXISTING BUILDING(S). IF THE PLAN HEREON IS USED FOR CONSTRUCTION LAYOUT PURPOSES, THE PARTIES CONDUCTING LAYOUT SHALL CONTACT R. LEVESQUE ASSOCIATES INC. PRIOR TO SAID LAYOUT TO DETERMINE PROPER CONTROL. PLEASE NOTE WHILE THE BUILDING(S) ARE SHOWN TO BE SQUARE, IT SHOULD NOT BE ASSUMED THAT THE WALLS ARE SQUARE OR PLUMB. R. LEVESQUE ASSOCIATES TAKES NO RESPONSIBILITY FOR THIRD PARTY LAYOUT OF THE PLAN SHOWN HEREON.
- THIS PLAN HAS BEEN PREPARED FOR SITE PLANNING PURPOSES AND SHALL NOT BE USED FOR THE CONVEYANCE OF LAND OR FOR ANY OTHER USE.
- SUBJECT PARCEL CONTAINS 73,961 S.F.
- THE SUBJECT PROPERTIES SHOWN HEREON MAY BE SUBJECT TO RIGHTS AND EASEMENTS AS CONTAINED IN THE VARIOUS DEEDS OF RECORD DESCRIBING SAID PROPERTIES. THE LOCATION AND EXTENT OF ANY SUCH RIGHTS AND EASEMENTS IS NOT THE SUBJECT OF THIS PLAN.
- THE OFFSITE BORDERING VEGETATED WETLANDS AND PERENNIAL STREAM DEPICTED HEREON WERE FLAGGED BY R LEVESQUE ASSOCIATES INC. AND LOCATED VIA RTK GPS SURVEY ON APRIL 14, 2025.
- THE EXISTING CONDITIONS INFORMATION SHOWN IS BASED UPON A TOPOGRAPHIC SURVEY PERFORMED BY R LEVESQUE ASSOCIATES, INC. ON MARCH 12, 2025.
- THE UNDERGROUND UTILITIES SHOWN HEREON HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION, DISSAFE MARKINGS AND AVAILABLE RECORD DATA. R LEVESQUE ASSOCIATES, INC. MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN HEREON COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. R LEVESQUE ASSOCIATES, INC. FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN HERE ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM AVAILABLE INFORMATION.
- ABUTTERS DEPICTED HEREON ARE TAKEN FROM THE TOWN OF AGAWAM MUNICIPAL GIS WEBSITE
- SUBJECT PARCEL IS ZONED BUSINESS B ACCORDING TO THE TOWN OF AGAWAM ZONING MAP.
- THE SUBJECT PARCEL IS NOT LOCATED WITHIN A SPECIAL FLOOD ZONE AREA ACCORDING TO FLOOD INSURANCE RATE MAP NUMBER 25013C0383E - EFFECTIVE DATE: JULY 16, 2013.
- THE SUBJECT PROPERTY IS NOT LOCATED WITHIN NATURAL HERITAGE & ENDANGERED SPECIES PROGRAM (NHESP) JURISDICTION.

LAYOUT NOTES

- SITE CONTRACTOR SHALL REFER TO REMAINING PLAN SET FOR INFORMATION REGARDING SITE LAYOUT.
- IT SHALL BE THE SITE CONTRACTORS RESPONSIBILITY TO CROSS REFERENCE INFORMATION CONTAINED IN OTHER SHEETS WITH SITE INFORMATION SHOWN HEREON.
- PRIOR TO SUBMITTING THEIR BID FOR CONSTRUCTION, THE SITE CONTRACTOR SHALL COMMUNICATE ANY DISCREPANCIES BETWEEN THE PROPOSED DESIGN AND THE SAID SPECIFICATIONS WITH THE PROJECT PROPONENT AND LANDSCAPE ARCHITECT/ENGINEER. SHOULD THE SITE CONTRACTOR FAIL TO COMMUNICATE ANY DISCREPANCIES, HE/SHE SHALL BE RESPONSIBLE FOR ANY COSTS RESULTING FROM SAID DISCREPANCY.

SIGNAGE AND PAVEMENT MARKING NOTES

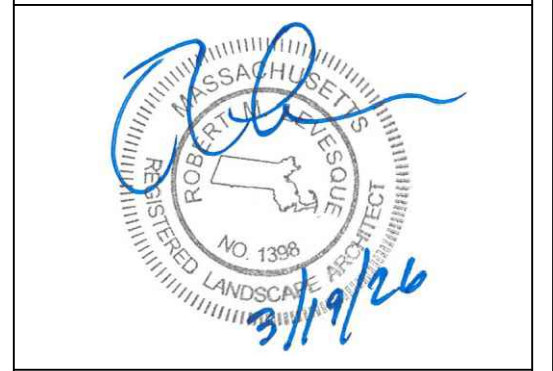
- STRIPED ALL PARKING AREAS AS SHOWN, INCLUDING PARKING SPACES, STOP BARS, CROSSWALKS, AND ACCESSIBLE ROUTE MARKINGS AND SYMBOLS USING WHITE TRAFFIC PAINT. PAINTED ISLANDS, FIRE LANES, AND TRAVEL WAY CENTERLINES SHALL BE PAINTED USING YELLOW TRAFFIC PAINT. ALL TRAFFIC PAINT SHALL CONFORM TO AASHTO M248 TYPE "N".
- STOP BARS SHALL BE 12" WIDE (WHITE).
- ALL PARKING STALL LINES SHALL BE 4" WIDE (WHITE).
- ALL PAVEMENT MARKINGS AND SIGNS SHALL CONFORM TO "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", "STANDARD ALPHABETS FOR HIGHWAY SIGNS AND PAVEMENT MARKINGS", MASSDOT, STATE BUILDING CODE AND ADA REQUIREMENTS, AND AS SHOWN ON THE PLANS & DETAILS.

ACCESSIBILITY NOTES

- ALL ACCESSIBLE ROUTES, TRANSITIONS, AND ACCESSIBLE PARKING/LOADING AREAS, INCLUDING ALL ENTRANCES TO BUILDING, SHALL ADHERE TO 521 CMR.
- SHOULD THE ARCHITECT PROVIDE ADDITIONAL ENTRANCES OR MEANS OF EGRESS, ADDITIONAL ACCESSIBLE ROUTES MAY BE REQUIRED.
- IT IS THE RESPONSIBILITY OF THE ARCHITECT AND CONTRACTOR TO NOTIFY THE ENGINEER AND LANDSCAPE ARCHITECT OF ANY CHANGES TO THE PROPOSED BUILDING THAT WOULD AFFECT THE ACCESSIBILITY REQUIREMENTS OF THE PROPOSED SITE.
- THE CONTRACTOR SHALL REVIEW IN DETAIL THE REQUIREMENTS OF 521 CMR AND SHALL BE RESPONSIBLE FOR CONFORMANCE WITH SAID REGULATIONS.

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LAYOUT & MATERIALS PLAN
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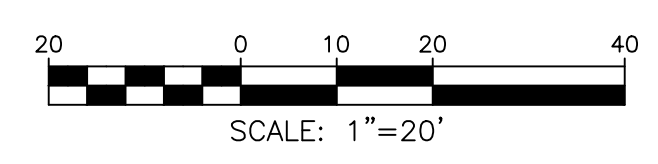


PREPARED FOR:
 Vermette Auto Body
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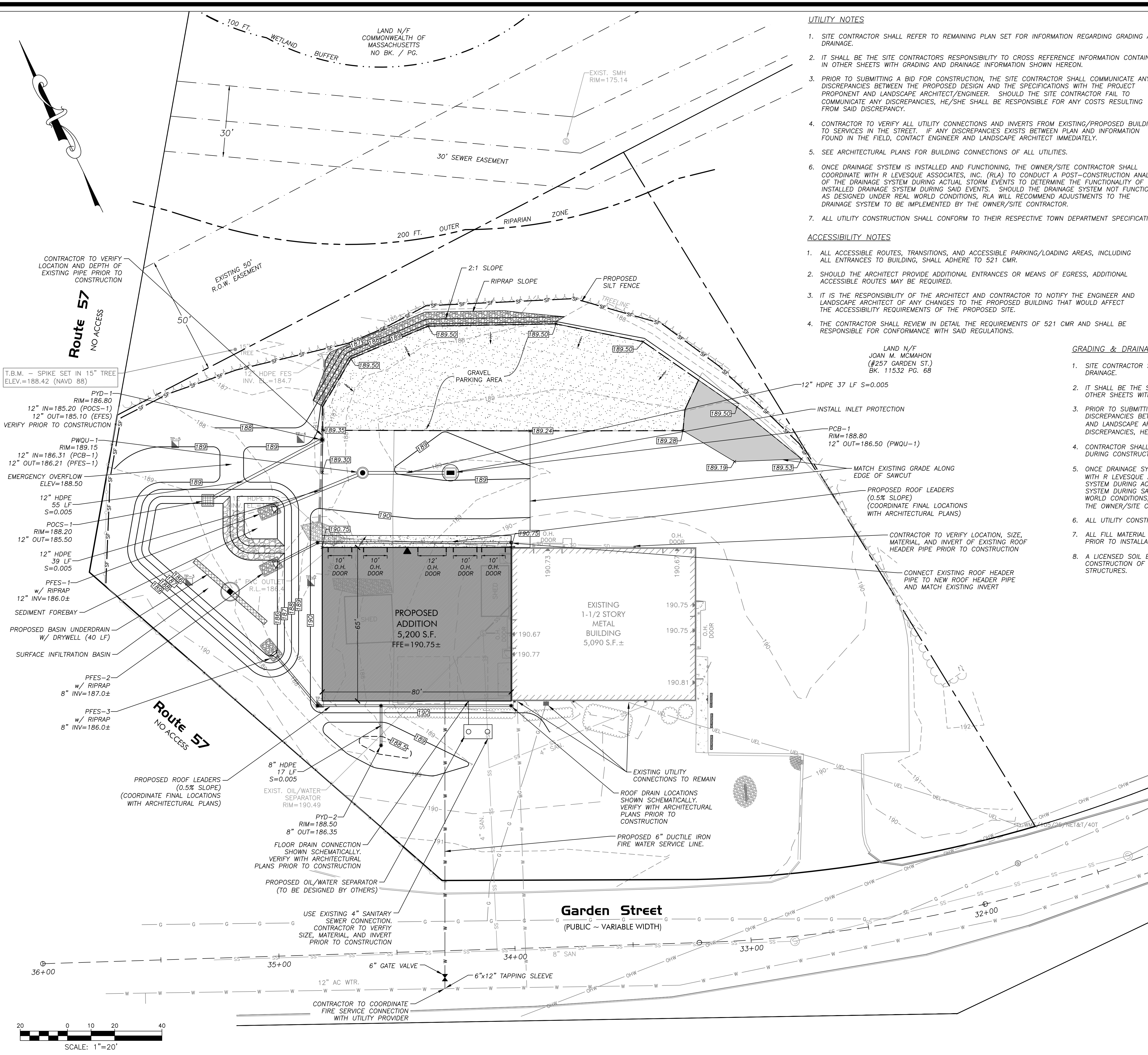
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UTILITY NOTES

1. SITE CONTRACTOR SHALL REFER TO REMAINING PLAN SET FOR INFORMATION REGARDING GRADING AND DRAINAGE.
2. IT SHALL BE THE SITE CONTRACTORS RESPONSIBILITY TO CROSS REFERENCE INFORMATION CONTAINED IN OTHER SHEETS WITH GRADING AND DRAINAGE INFORMATION SHOWN HEREON.
3. PRIOR TO SUBMITTING A BID FOR CONSTRUCTION, THE SITE CONTRACTOR SHALL COMMUNICATE ANY DISCREPANCIES BETWEEN THE PROPOSED DESIGN AND THE SPECIFICATIONS WITH THE PROJECT PROPONENT AND LANDSCAPE ARCHITECT/ENGINEER. SHOULD THE SITE CONTRACTOR FAIL TO COMMUNICATE ANY DISCREPANCIES, HE/SHE SHALL BE RESPONSIBLE FOR ANY COSTS RESULTING FROM SAID DISCREPANCY.
4. CONTRACTOR TO VERIFY ALL UTILITY CONNECTIONS AND INVERTS FROM EXISTING/PROPOSED BUILDING TO SERVICES IN THE STREET. IF ANY DISCREPANCIES EXISTS BETWEEN PLAN AND INFORMATION FOUND IN THE FIELD, CONTACT ENGINEER AND LANDSCAPE ARCHITECT IMMEDIATELY.
5. SEE ARCHITECTURAL PLANS FOR BUILDING CONNECTIONS OF ALL UTILITIES.
6. ONCE DRAINAGE SYSTEM IS INSTALLED AND FUNCTIONING, THE OWNER/SITE CONTRACTOR SHALL COORDINATE WITH R LEVESQUE ASSOCIATES, INC. (RLA) TO CONDUCT A POST-CONSTRUCTION ANALYSIS OF THE DRAINAGE SYSTEM DURING ACTUAL STORM EVENTS TO DETERMINE THE FUNCTIONALITY OF THE INSTALLED DRAINAGE SYSTEM DURING SAID EVENTS. SHOULD THE DRAINAGE SYSTEM NOT FUNCTION AS DESIGNED UNDER REAL WORLD CONDITIONS, RLA WILL RECOMMEND ADJUSTMENTS TO THE DRAINAGE SYSTEM TO BE IMPLEMENTED BY THE OWNER/SITE CONTRACTOR.
7. ALL UTILITY CONSTRUCTION SHALL CONFORM TO THEIR RESPECTIVE TOWN DEPARTMENT SPECIFICATIONS.

ACCESSIBILITY NOTES

1. ALL ACCESSIBLE ROUTES, TRANSITIONS, AND ACCESSIBLE PARKING/LOADING AREAS, INCLUDING ALL ENTRANCES TO BUILDING, SHALL ADHERE TO 521 CMR.
2. SHOULD THE ARCHITECT PROVIDE ADDITIONAL ENTRANCES OR MEANS OF EGRESS, ADDITIONAL ACCESSIBLE ROUTES MAY BE REQUIRED.
3. IT IS THE RESPONSIBILITY OF THE ARCHITECT AND CONTRACTOR TO NOTIFY THE ENGINEER AND LANDSCAPE ARCHITECT OF ANY CHANGES TO THE PROPOSED BUILDING THAT WOULD AFFECT THE ACCESSIBILITY REQUIREMENTS OF THE PROPOSED SITE.
4. THE CONTRACTOR SHALL REVIEW IN DETAIL THE REQUIREMENTS OF 521 CMR AND SHALL BE RESPONSIBLE FOR CONFORMANCE WITH SAID REGULATIONS.

GRADING & DRAINAGE NOTES

1. SITE CONTRACTOR SHALL REFER TO REMAINING PLAN SET FOR INFORMATION REGARDING GRADING AND DRAINAGE.
2. IT SHALL BE THE SITE CONTRACTOR'S RESPONSIBILITY TO CROSS REFERENCE INFORMATION CONTAINED IN OTHER SHEETS WITH GRADING AND DRAINAGE INFORMATION SHOWN HEREON.
3. PRIOR TO SUBMITTING A BID FOR CONSTRUCTION, THE SITE CONTRACTOR SHALL COMMUNICATE ANY DISCREPANCIES BETWEEN THE PROPOSED DESIGN AND THE SPECIFICATIONS WITH THE PROJECT PROPONENT AND LANDSCAPE ARCHITECT/ENGINEER. SHOULD THE SITE CONTRACTOR FAIL TO COMMUNICATE ANY DISCREPANCIES, HE/SHE SHALL BE RESPONSIBLE FOR ANY COSTS RESULTING FROM SAID DISCREPANCY.
4. CONTRACTOR SHALL NOTIFY DESIGNER/ENGINEER OF ANY UNEXPECTED CONDITIONS THAT ARE ENCOUNTERED DURING CONSTRUCTION.
5. ONCE DRAINAGE SYSTEM IS INSTALLED AND FUNCTIONING, THE OWNER/SITE CONTRACTOR SHALL COORDINATE WITH R LEVESQUE ASSOCIATES, INC. (RLA) TO CONDUCT A POST-CONSTRUCTION ANALYSIS OF THE DRAINAGE SYSTEM DURING ACTUAL STORM EVENTS TO DETERMINE THE FUNCTIONALITY OF THE INSTALLED DRAINAGE SYSTEM DURING SAID EVENTS. SHOULD THE DRAINAGE SYSTEM NOT FUNCTION AS DESIGNED UNDER REAL WORLD CONDITIONS, RLA WILL RECOMMEND ADJUSTMENTS TO THE DRAINAGE SYSTEM TO BE IMPLEMENTED BY THE OWNER/SITE CONTRACTOR.
6. ALL UTILITY CONSTRUCTION SHALL CONFORM TO THEIR RESPECTIVE AGAWAM DEPARTMENT SPECIFICATIONS.
7. ALL FILL MATERIAL DISCOVERED UNDER INFILTRATION SITES SHALL BE REMOVED AND PROPERLY DISPOSED OF PRIOR TO INSTALLATION OF INFILTRATION STRUCTURE.
8. A LICENSED SOIL EVALUATOR AND/OR PROFESSIONAL ENGINEER MUST BE PRESENT DURING GRADING AND CONSTRUCTION OF THE SURFACE INFILTRATION SYSTEM TO ENSURE NATIVE OR SIMILAR SOILS UNDERLAY THE STRUCTURES.

SHORT-TERM EROSION CONTROL MAINTENANCE

1. THE CONTRACTOR OR SUBCONTRACTOR WILL BE RESPONSIBLE FOR IMPLEMENTING EACH CONTROL SHOWN ON THE SEDIMENTATION AND EROSION CONTROL PLAN.
2. ALL EROSION AND SEDIMENT CONTROL DEVICES SHALL BE PROPERLY MAINTAINED DURING ALL PHASES OF CONSTRUCTION UNTIL THE COMPLETION OF ALL CONSTRUCTION ACTIVITIES AND ALL DISTURBED AREAS HAVE BEEN STABILIZED. ADDITIONAL CONTROL MEASURES WILL BE INSTALLED DURING CONSTRUCTION IN ORDER TO CONTROL EROSION AND/OR OFF-SITE SEDIMENTATION IF DEEMED NECESSARY BY ON-SITE INSPECTION.
3. EFFECTIVE EROSION CONTROL MEASURES SHALL BE INITIATED PRIOR TO THE COMMENCEMENT OF CLEARING, GRADING, EXCAVATION, OR OTHER OPERATIONS THAT WILL DISTURB THE NATURAL PROTECTION.
4. ALL SEDIMENT AND EROSION CONTROL DEVICES SHALL BE INSPECTED AT LEAST ONCE EVERY SEVEN (7) CALENDAR DAYS AND AFTER ANY STORM EVENT GREATER THAN 0.5 INCHES OF PRECIPITATION DURING ANY 24-HOUR PERIOD, AND THE INSPECTION SHALL BE DOCUMENTED IN WRITING. DAMAGED OR INEFFECTIVE DEVICES SHALL BE REPAIRED OR REPLACED, AS NECESSARY.
5. THE CONTRACTOR SHALL TAKE ALL REASONABLE PRECAUTIONS TO AVOID EXCESS EROSION OF THE SITE DUE TO THE CONSTRUCTION OF THIS PROJECT.
6. SILT SHALL BE REMOVED FROM BEHIND BARRIERS IF GREATER THAN 6-INCHES DEEP OR AS NEEDED. SEDIMENT THAT IS COLLECTED IN STRUCTURES SHALL BE DISPOSED OF PROPERLY AND COVERED IF STORED ON-SITE.
7. DAMAGED OR DETERIORATED ITEMS WILL BE REPAIRED IMMEDIATELY AFTER IDENTIFICATION.
8. ALL DITCHES SHALL BE STABILIZED AS SOON AS IS PRACTICABLE TO MINIMIZE EROSION.
9. THE CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL DEVICES IN A GOOD, WORKING STATE OF REPAIR UNTIL THEIR USE IS NO LONGER WARRANTED. AT THAT TIME, THE EROSION CONTROL DEVICES SHALL BE REMOVED AND DISPOSED OF SO AS TO CAUSE NO OFF-SITE SILTATION.
10. INSPECT AND MAINTAIN CONSTRUCTION ENTRANCE STONE SUCH THAT SEDIMENT DOES NOT TRACK ONTO THE STREET. ANY SEDIMENT TRACKED ONTO THE STREET SHALL BE CLEANED DAILY.
11. AFTER CATCH BASINS HAVE BEEN CONSTRUCTED AND THE SITE HAS BEEN PAVED, THE CONTRACTOR SHALL PROTECT THE INLETS BY CONSTRUCTING INLET PROTECTION AS SHOWN ON THE PLANS. INLET PROTECTION TO REMAIN IN PLACE AND MAINTAINED UNTIL DISTURBED AREAS HAVE BEEN STABILIZED, LOAMED AND SEEDED.
12. EROSION CONTROL MEASURES SHALL REMAIN IN PLACE UNTIL ALL DISTURBED EARTH HAS BEEN SUBSTANTIALLY STABILIZED. AFTER REMOVAL OF MEASURES, DISTURBED AREAS SHALL BE REGRADED AND STABILIZED AS NECESSARY.
13. THIS PLAN IS PROVIDED AS A BASIS FOR THE INITIAL SEDIMENTATION AND EROSION CONTROL MEASURES. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO UPDATE AND EXPAND THIS PLAN AS SITE CONDITIONS DICTATE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PREVENT THE OCCURRENCE OF SILTATION TO WETLAND RESOURCE AREAS AND THE MOVEMENT OF SEDIMENT BEYOND THE SITE BOUNDARIES.

CONSTRUCTION NOTES

1. UNDERGROUND UTILITIES SHOWN HEREON ARE BASED UPON SURFACE FEATURES AS LOCATED BY SURVEY AND AVAILABLE RECORD DATA AND ARE APPROXIMATE. ACTUAL FIELD LOCATIONS SHOULD BE VERIFIED WITH THE APPROPRIATE UTILITY COMPANY AND/OR MUNICIPAL DEPARTMENT PRIOR TO CONSTRUCTION.
2. CONTRACTOR TO NOTIFY DIG SAFE A MINIMUM OF 72 HOURS PRIOR TO START OF CONSTRUCTION ACCORDING TO MA GENERAL LAWS.
3. APPROVED PLANS TO BE ON SITE AT ALL TIMES.
4. CHANGES TO THIS PLAN MAY OCCUR AS UNFORESEEN CONDITIONS ARISE. ALL CHANGES TO BE APPROVED BY DESIGN ENGINEER, FIELD INSPECTOR AND CITY/TOWN ENGINEER.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND SAFETY OF TRAFFIC ON THE PUBLIC AND PRIVATE WAYS AFFECTED BY THE CONSTRUCTION OF THIS PROJECT.
6. CONTRACTOR SHALL PROTECT ALL SLOPES, VEGETATION, PAVING, WALKS, AND IMPROVEMENTS OUTSIDE THE AREAS TO BE AFFECTED BY THE CONSTRUCTION OF THIS PROJECT.
7. TREES, BRUSH AND STUMPS REMOVED BY CLEARING AND GRUBBING OPERATIONS SHALL BE TRANSPORTED OFF THE PROJECT SITE TO AN APPROVED DISPOSAL LOCATION.
8. CALCIUM CHLORIDE/WATER FOR DUST CONTROL TO BE AVAILABLE AT ALL TIMES.
9. ALL PAVEMENT MARKINGS CHANGED, ALTERED OR REMOVED SHALL BE REAPPLIED.
10. ALL CONSTRUCTION METHODS TO CONFORM TO AGAWAM PLANNING BOARD REGULATIONS AND BOARD OF PUBLIC WORKS SPECIFICATIONS.
11. AGAWAM DEPARTMENT OF PUBLIC WORKS APPROVAL IS NOT TO BE CONSTRUED AS AN ALL INCLUSIVE APPROVAL AS OTHER APPROVALS MAY BE NECESSARY, I.E. TOWN ENGINEER, CONSERVATION, FIRE DEPARTMENT, WATER DEPARTMENT, ETC.
12. ALL CATCH BASINS TO HAVE 48" SEALED SUMPS AND HOODS.
13. EROSION CONTROL MEASURES TO BE IN PLACE PRIOR TO START OF CONSTRUCTION.

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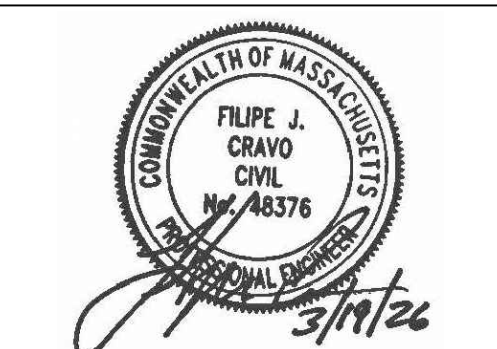
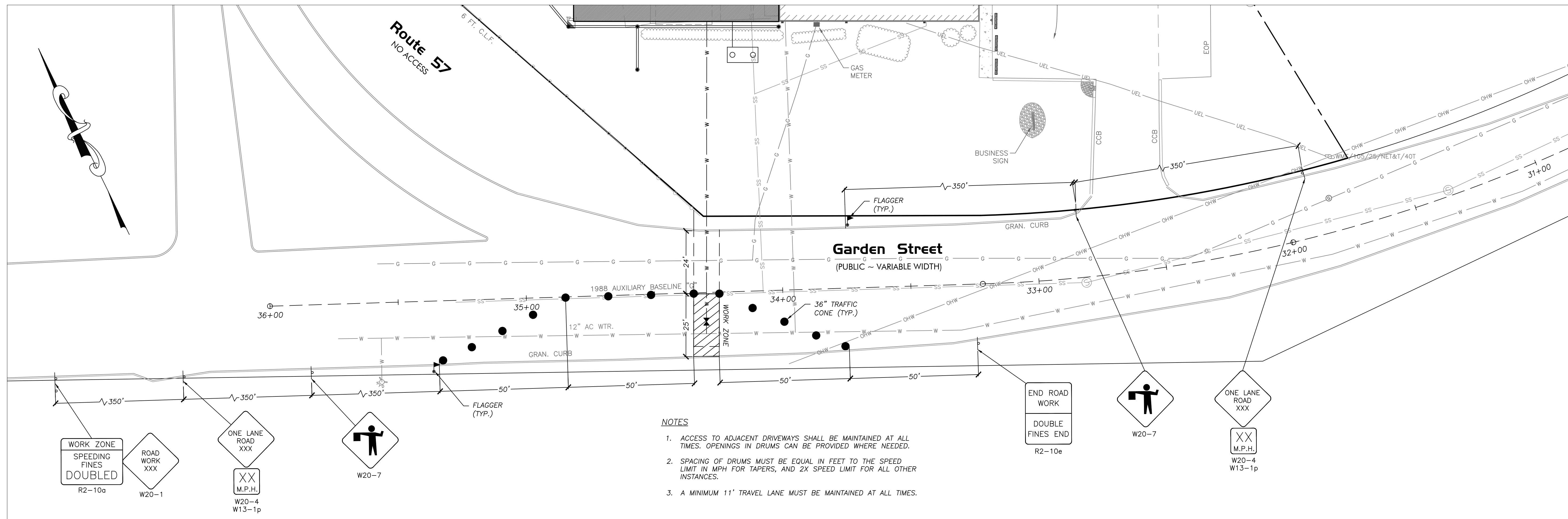
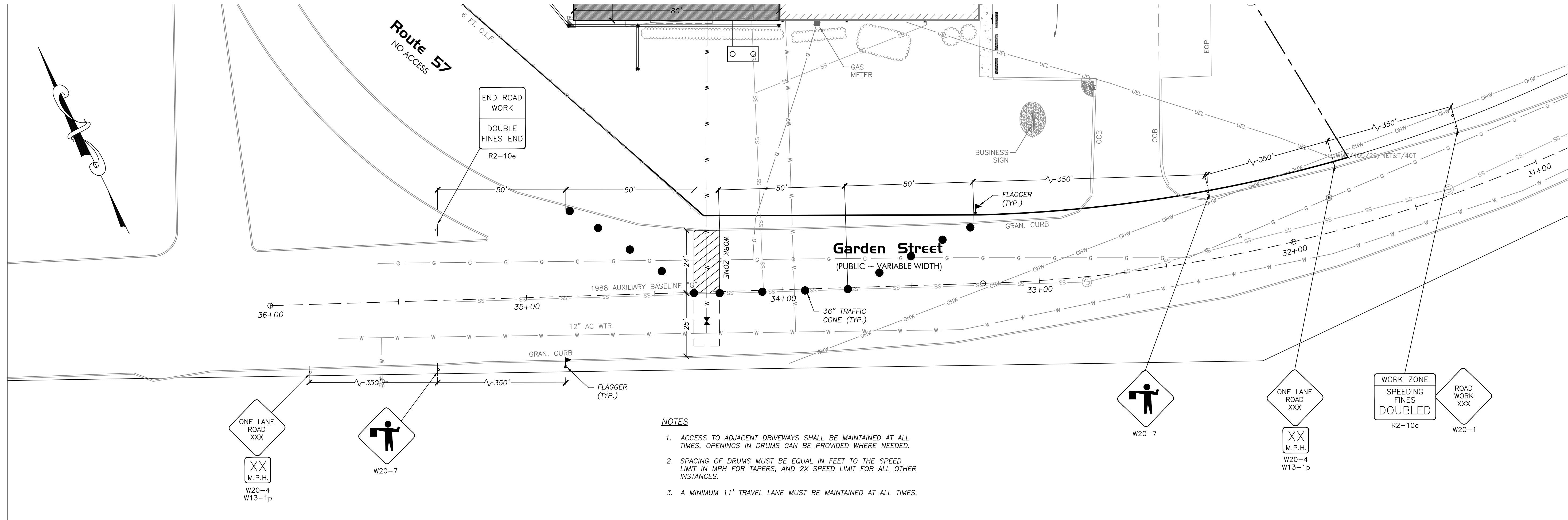
GRADING, DRAINAGE, EROSION & SEDIMENTATION CONTROL PLAN
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 Agawam, MA
 Parcel ID: G8-2-3

PREPARED FOR:
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 223 Garden Street
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ISSUANCE DATE: June 25, 2025
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PREPARED FOR:
Vermette Auto Body
c/o Mr. Nasser Zebian
223 Garden Street
Agawam, MA 01030

ISSUANCE DATE:	DATE:
November 19, 2025	3/19/26

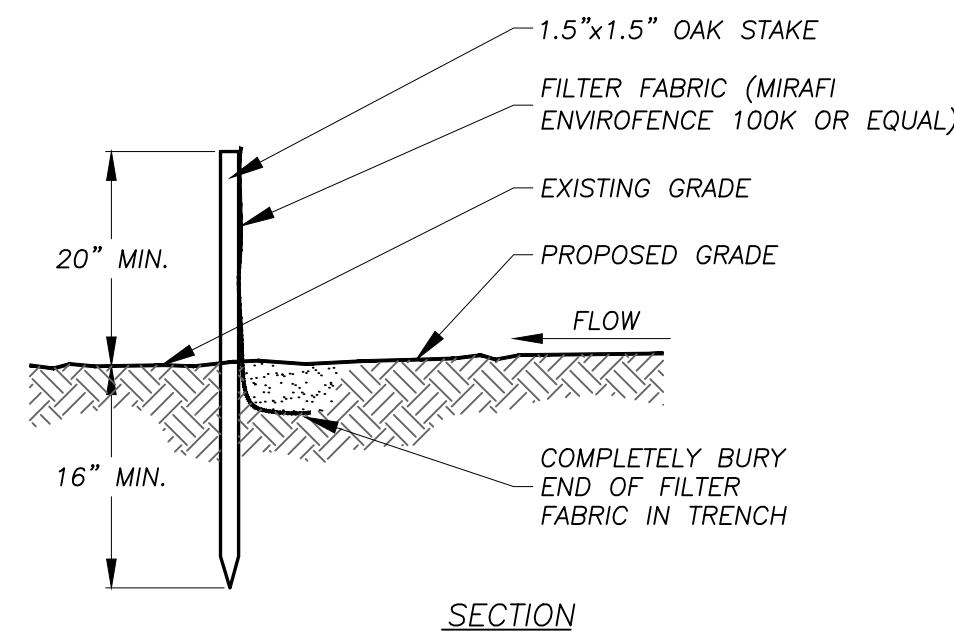
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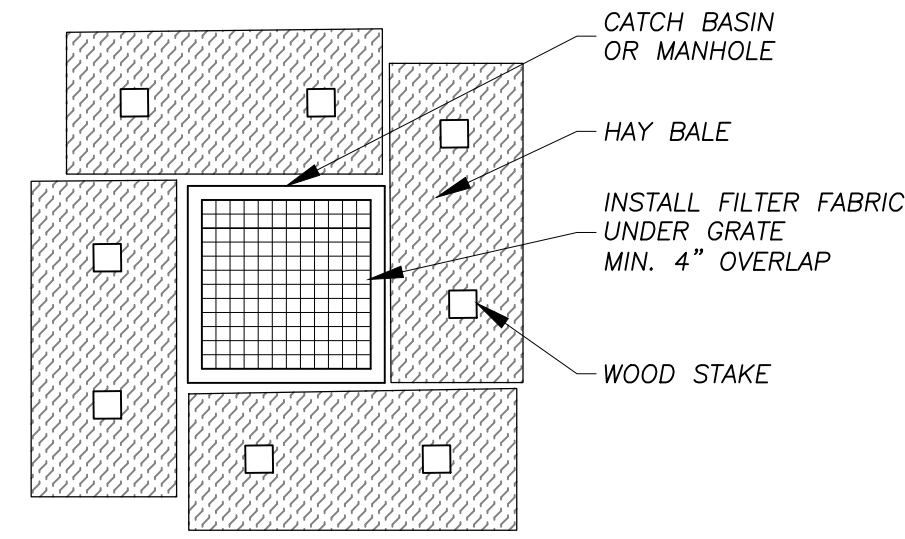
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RLA PROJ. NUMBER: 250214

DRAWING#	REV.
TM-1	A

PERMITTING
NOT FOR CONSTRUCTION

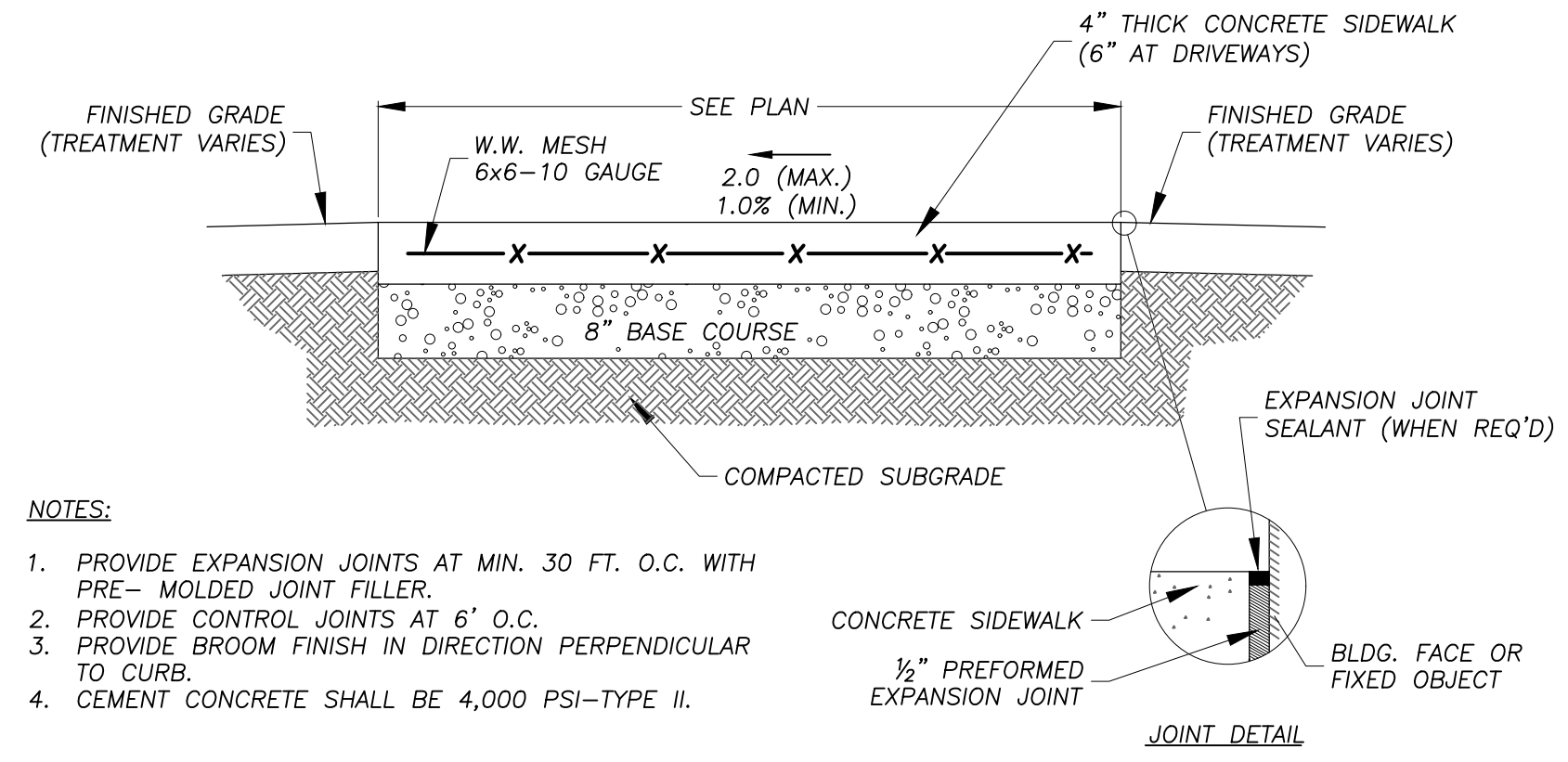


SILT FENCE DETAIL
 NO SCALE



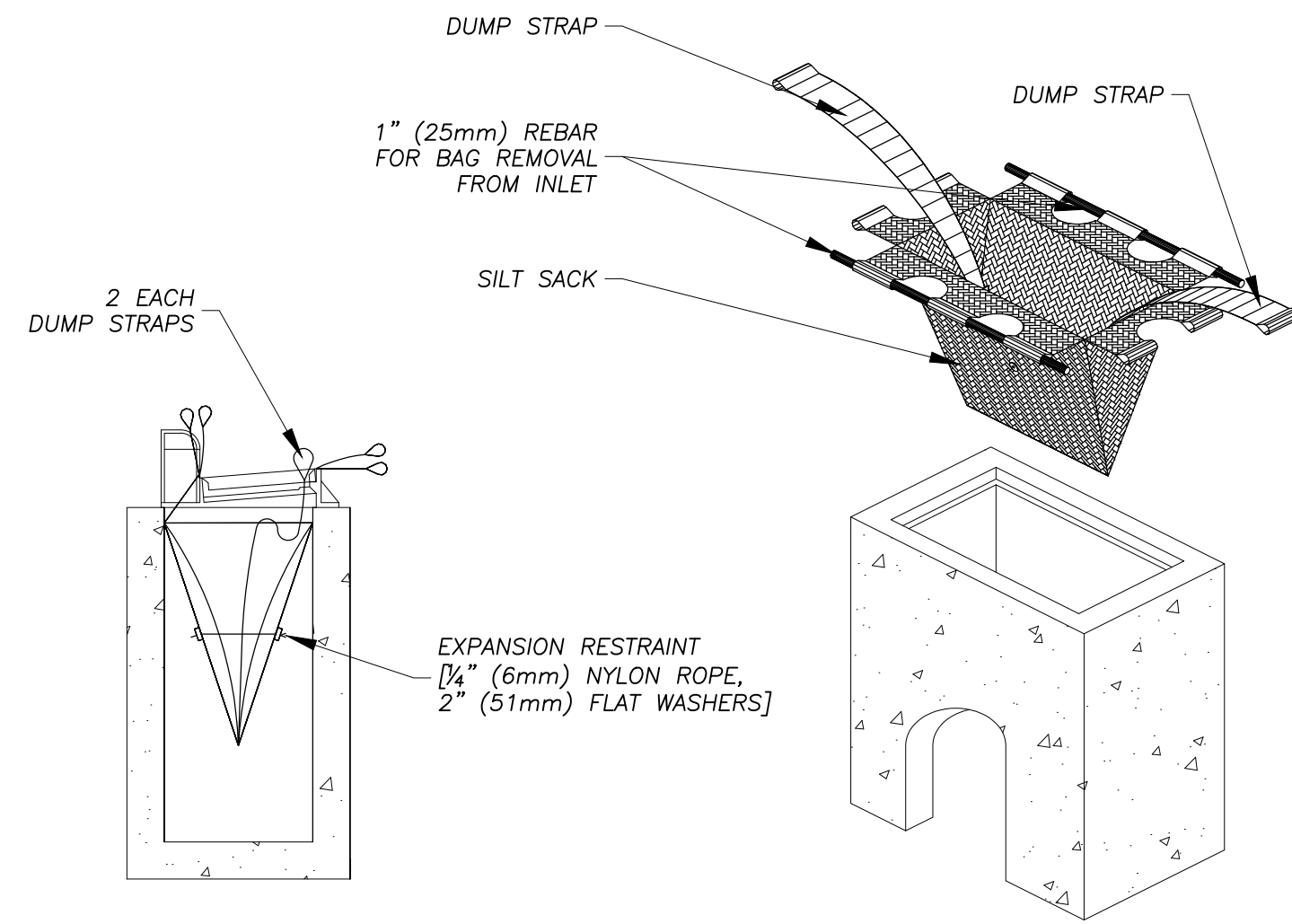
NOTE
 INSTALL BARRIER AT EACH CATCH BASIN AND DRAINAGE BASIN. CATCH BASINS IN PAVEMENT AREAS ARE TO RECEIVE ONLY THE FILTER FABRIC TREATMENT.

INLET PROTECTION - HAY BALES
 NO SCALE

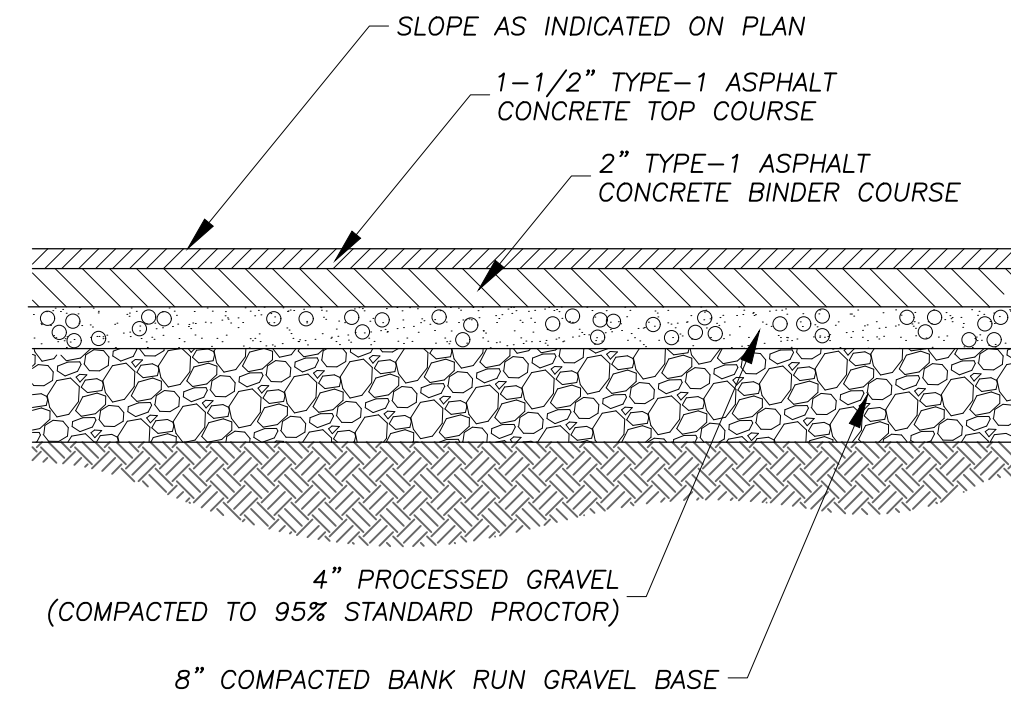


- NOTES:**
1. PROVIDE EXPANSION JOINTS AT MIN. 30 FT. O.C. WITH PRE-MOLDED JOINT FILLER.
 2. PROVIDE CONTROL JOINTS AT 6' O.C.
 3. PROVIDE BROOM FINISH IN DIRECTION PERPENDICULAR TO CURB.
 4. CEMENT CONCRETE SHALL BE 4,000 PSI-TYPE II.

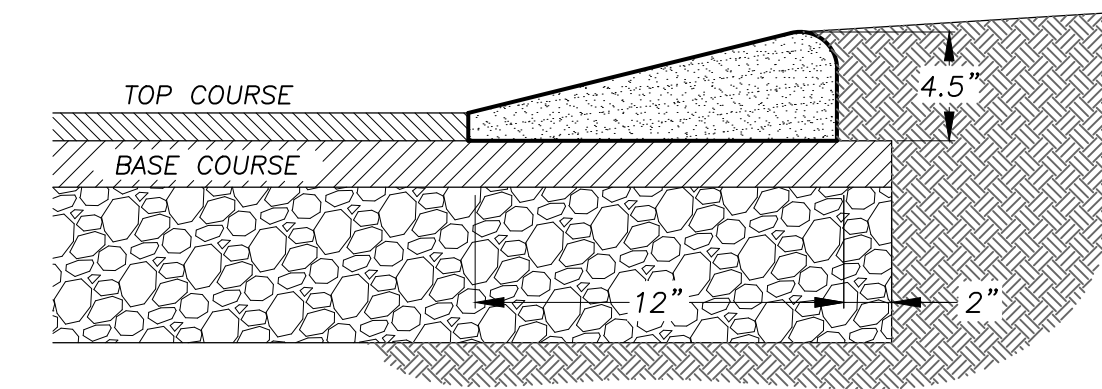
REINFORCED CONCRETE SIDEWALK SECTION
 NO SCALE



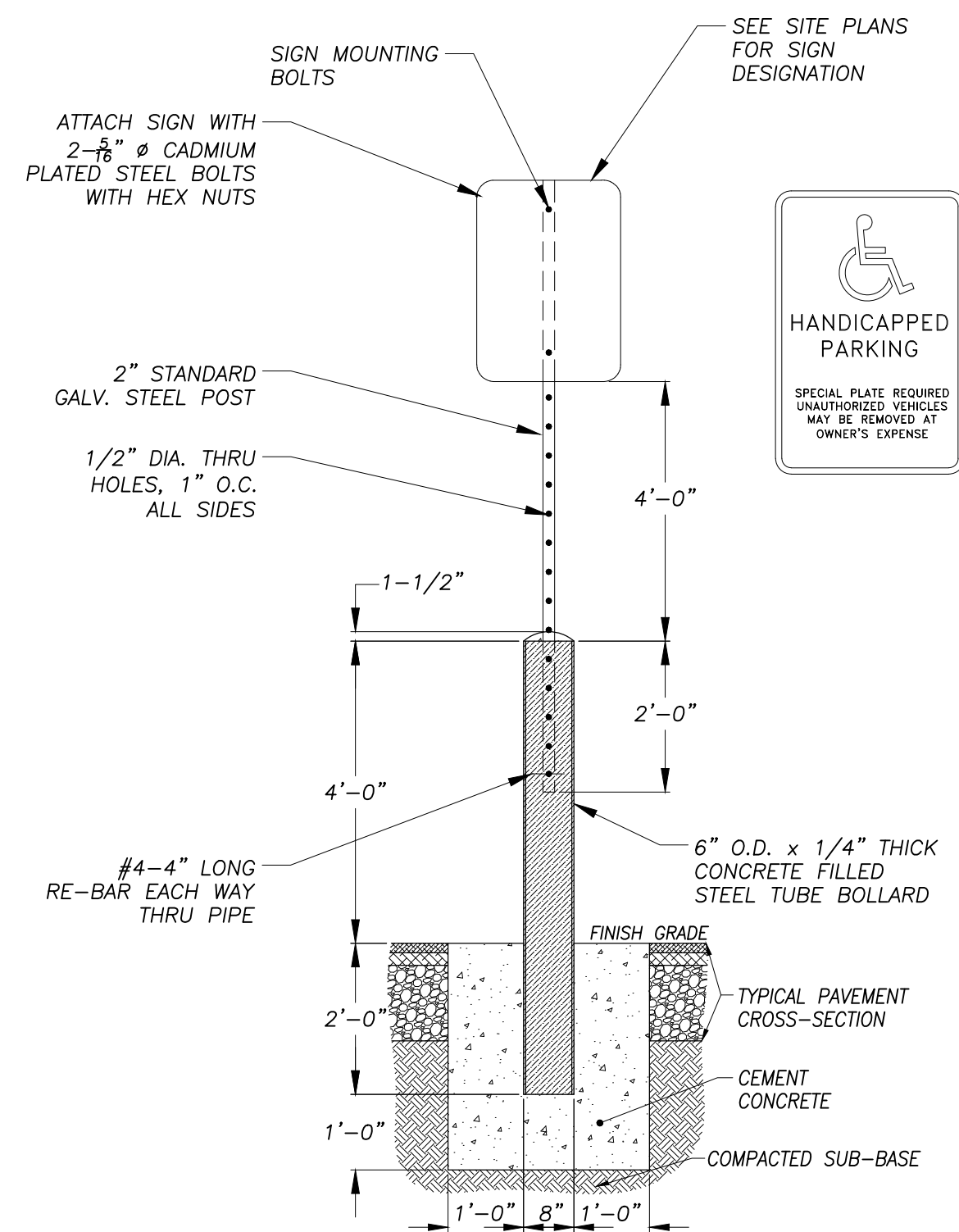
INLET PROTECTION - SEDIMENT FILTER SACK
 NO SCALE



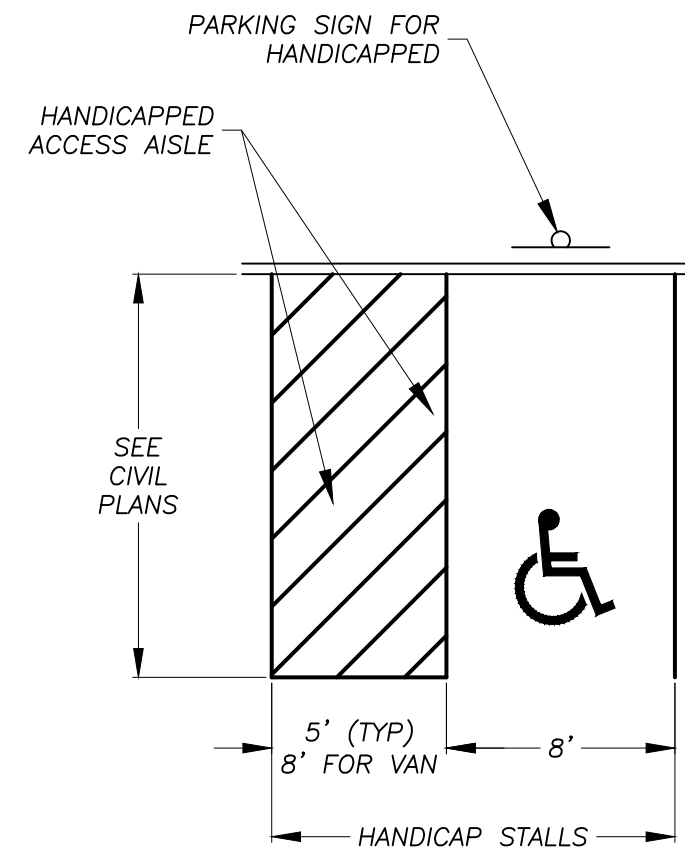
BITUMINOUS CONCRETE PAVING DETAIL
 NO SCALE



BITUMINOUS CONCRETE BERM (CAPE COD)
 NO SCALE

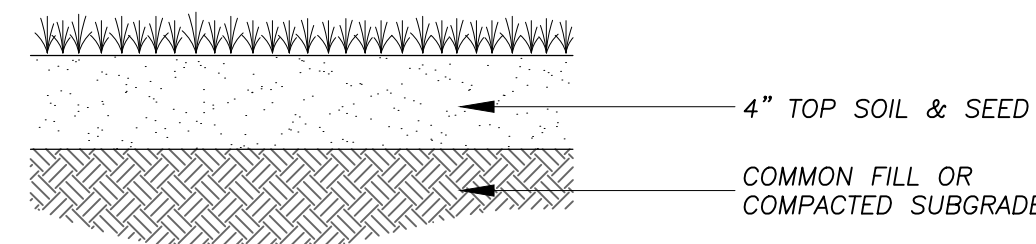


STEEL BOLLARD WITH SIGN DETAIL
 NO SCALE



- NOTES:**
1. ALL DIMENSIONS TO CENTER OF 4" PAVEMENT STRIPING.
 2. ALL STRIPING SHALL BE 4" SOLID WHITE PAVEMENT MARKING PAINT UNLESS OTHERWISE NOTED.
 3. CONTRACTOR TO ENSURE HANDICAP ACCESSIBLE PARKING SPACE SHALL HAVE A SLOPE OF 2% OR LESS IN ALL DIRECTIONS.
 4. SEE AAB 521 CMR 23.00 FOR REQUIRED NUMBER AND PROPORTION OF VAN ACCESSIBLE SPACES.

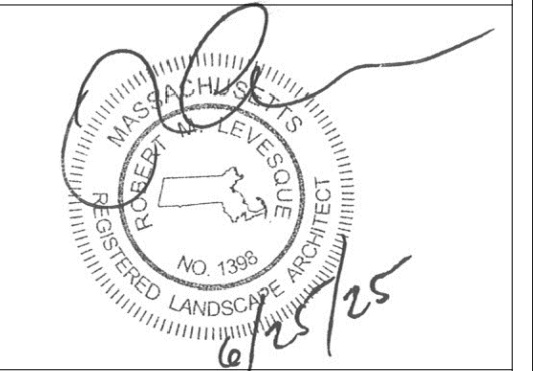
HANDICAP PARKING STALL
 NO SCALE



GRASSED AREA REPAIR
 NO SCALE

RLA
R LEVESQUE ASSOCIATES INC.
 Landscape Architects
 Civil Engineers - Land Surveyors
 Environmental Consultants
 ph: 413.568.0985 fax: 413.568.0986
 40 School Street
 Westfield, MA 01085
 rland.com

DETAILS
 223 Garden Street
 Agawam, MA
 Parcel ID: G8-2-3

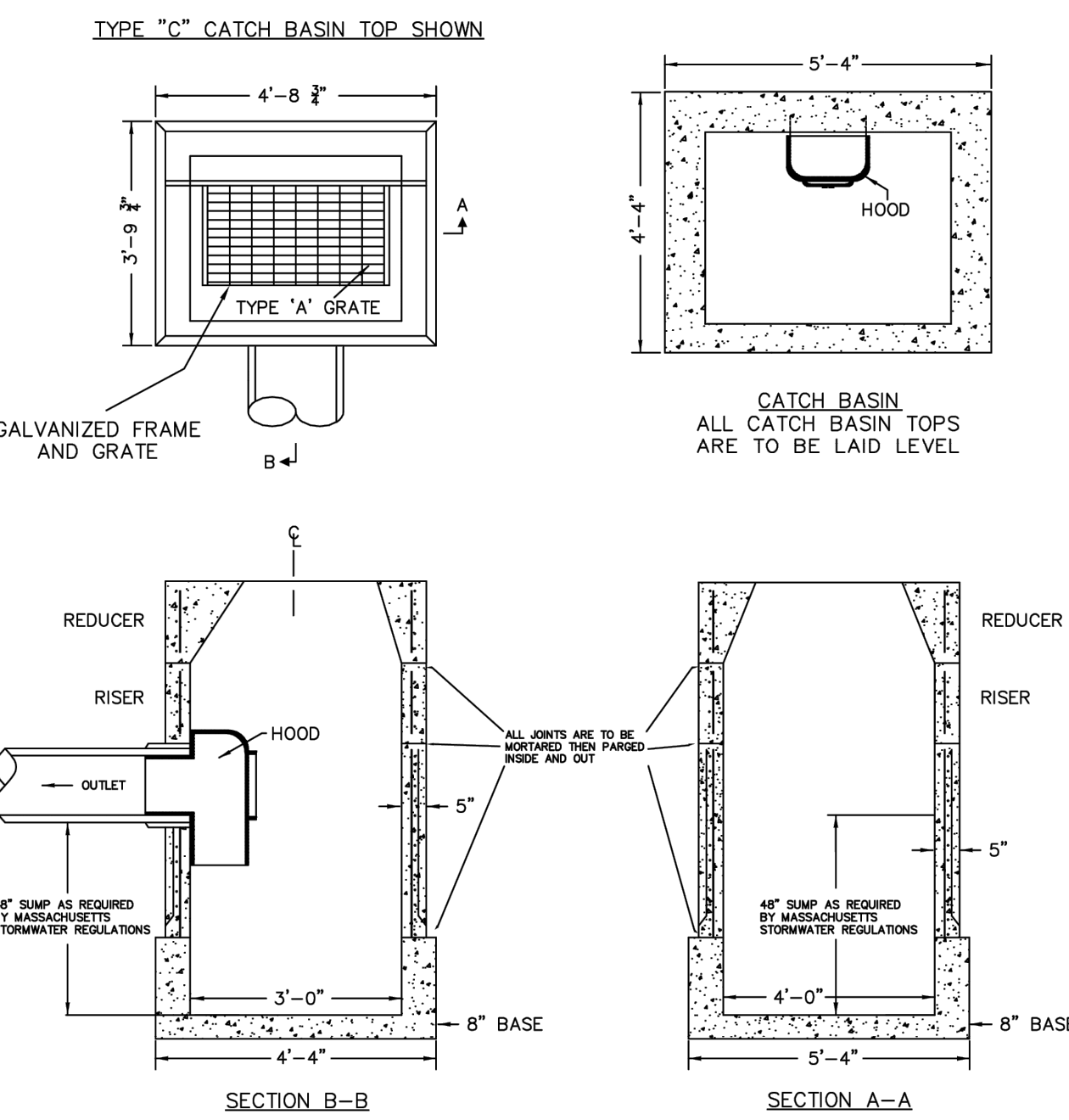


PREPARED FOR:
 Vermette Auto Body
 c/o Mr. Nasser Zebian
 223 Garden Street
 Agawam, MA 01030

ISSUANCE DATE: June 25, 2025	
REVISIONS:	DATE:
DRAFTED BY: J.L. & J.W.M.	
UNAUTHORIZED ALTERATION OF THIS DOCUMENT IS A VIOLATION OF MASSACHUSETTS STATE LAW	
SCALE: As Noted	
RLA PROJ. NUMBER: 250214	
DRAWING#	REV.
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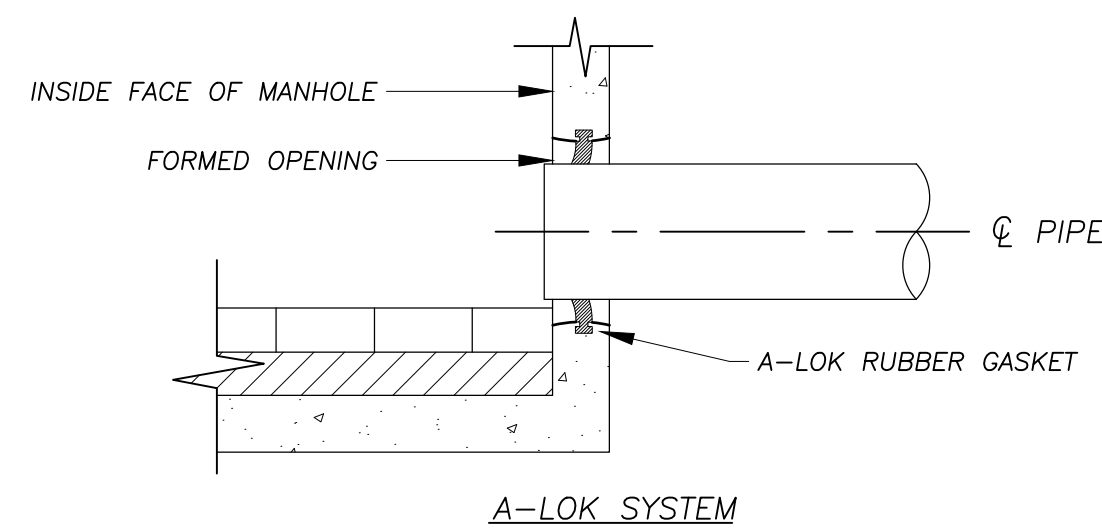
S:\Projects\2025\250214 - Zebian - 223 Garden St., Vermette Auto Body, Feeding Hills\05 Civil\3D\250214 - SITE.dwg



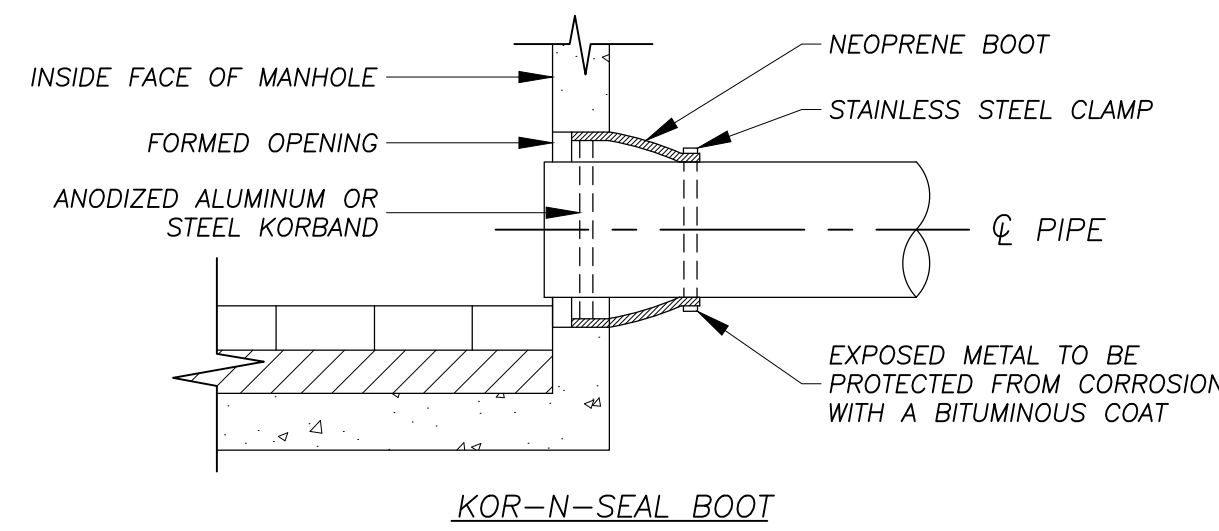
NOTE:
CATCH BASIN HOOD TO BE EQUAL TO "THE
ELIMINATOR" FROM WWW.KLEANSYSTEM.COM
OR AS APPROVED BY THE TOWN ENGINEER.

PRECAST CATCH BASIN
"TYPE C"
N.T.S.

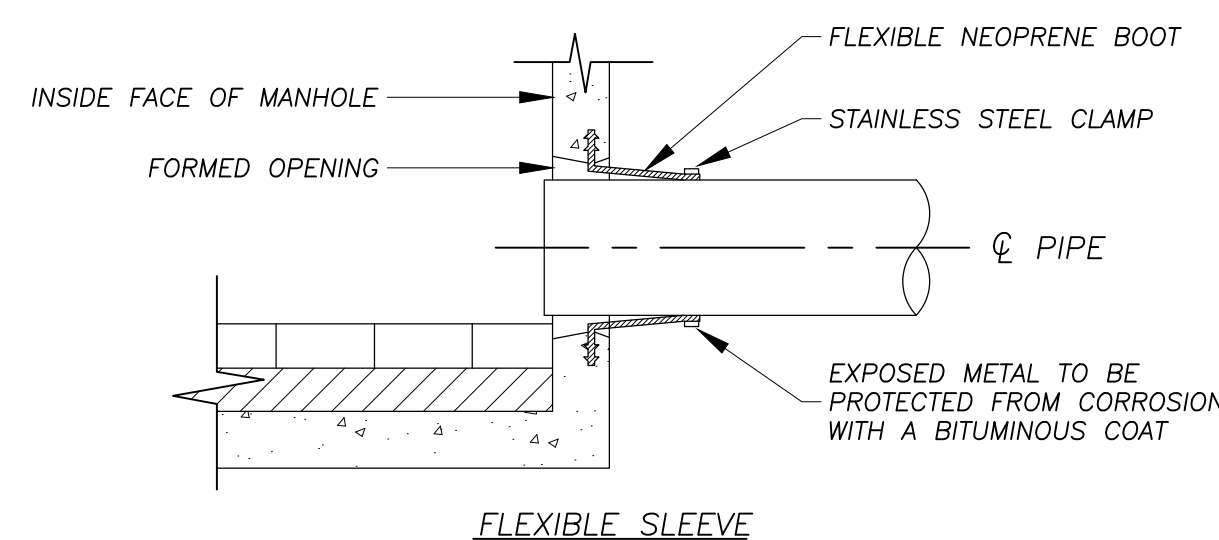
DRAWN BY: DMD	REV. BY: VC	PROJECT	SHT. NAME	SHT. NO.
DATE: 12-5-96	REV: 5/5/2016	TOWN OF AGAWAM CONSTRUCTION STANDARDS	CATCH BASIN WITH HOOD	D-3
DWG. NO.: 1				
APPROVED BY: JTD, MCC				



A-LOK SYSTEM

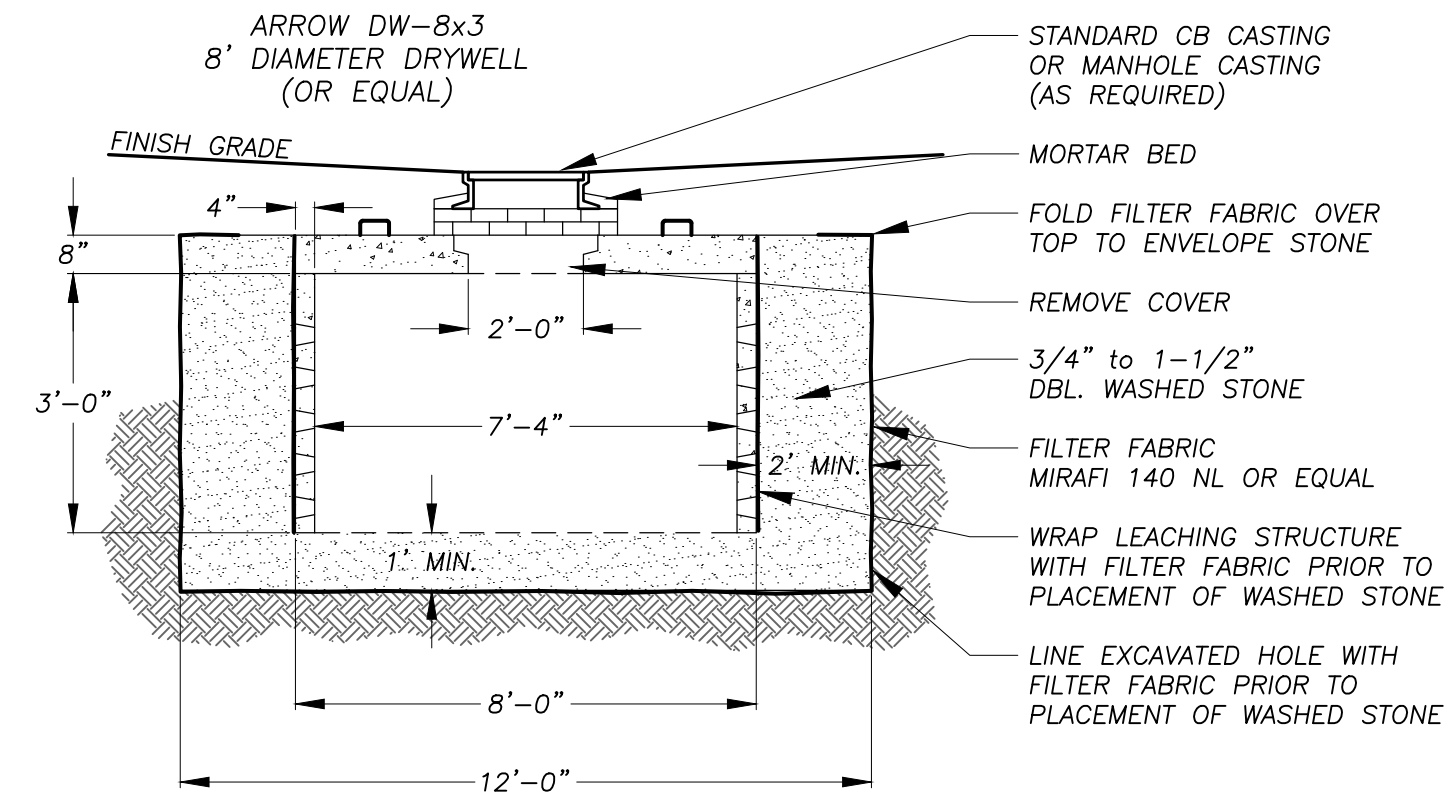


KOR-N-SEAL BOOT

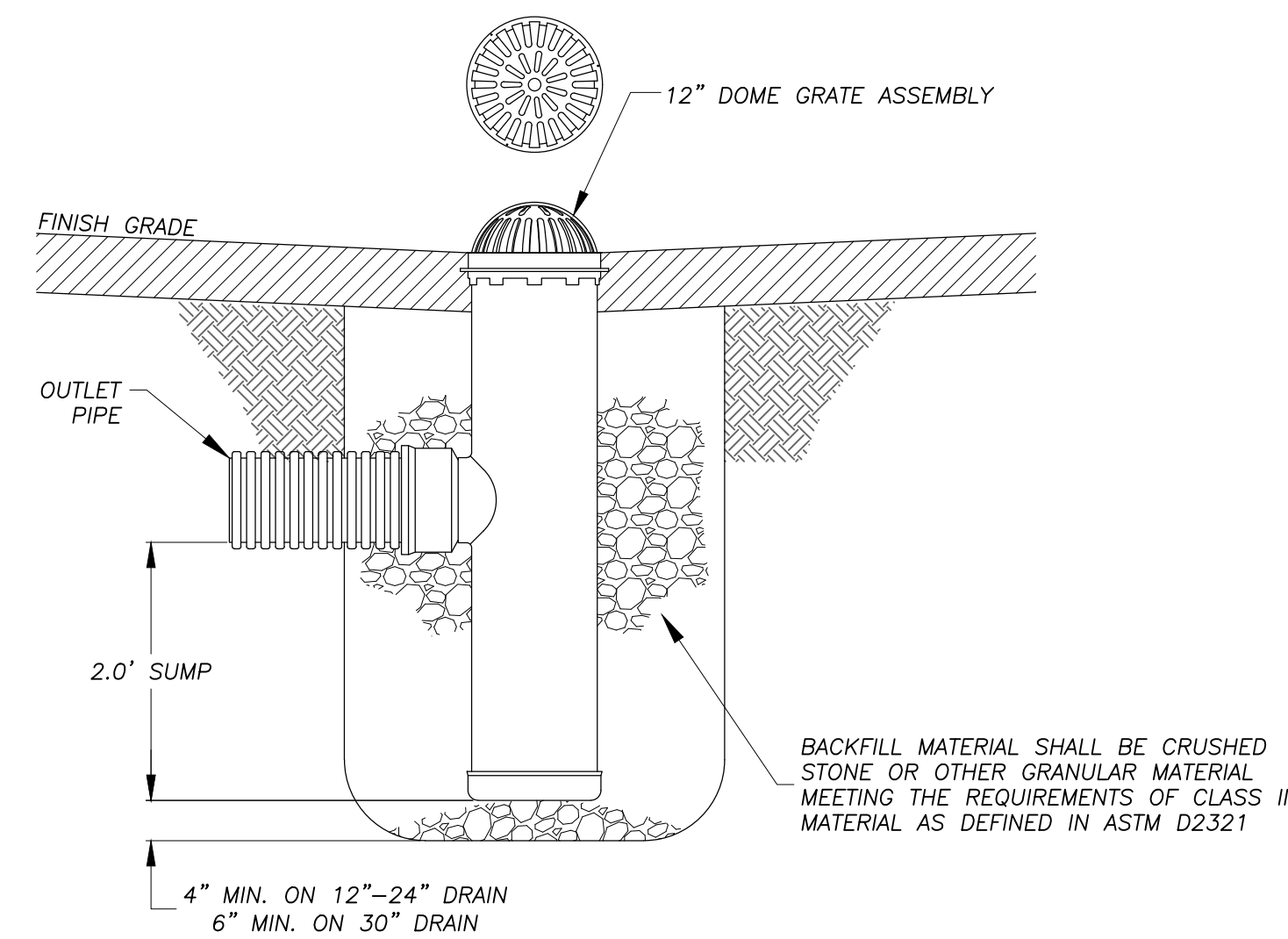


FLEXIBLE SLEEVE

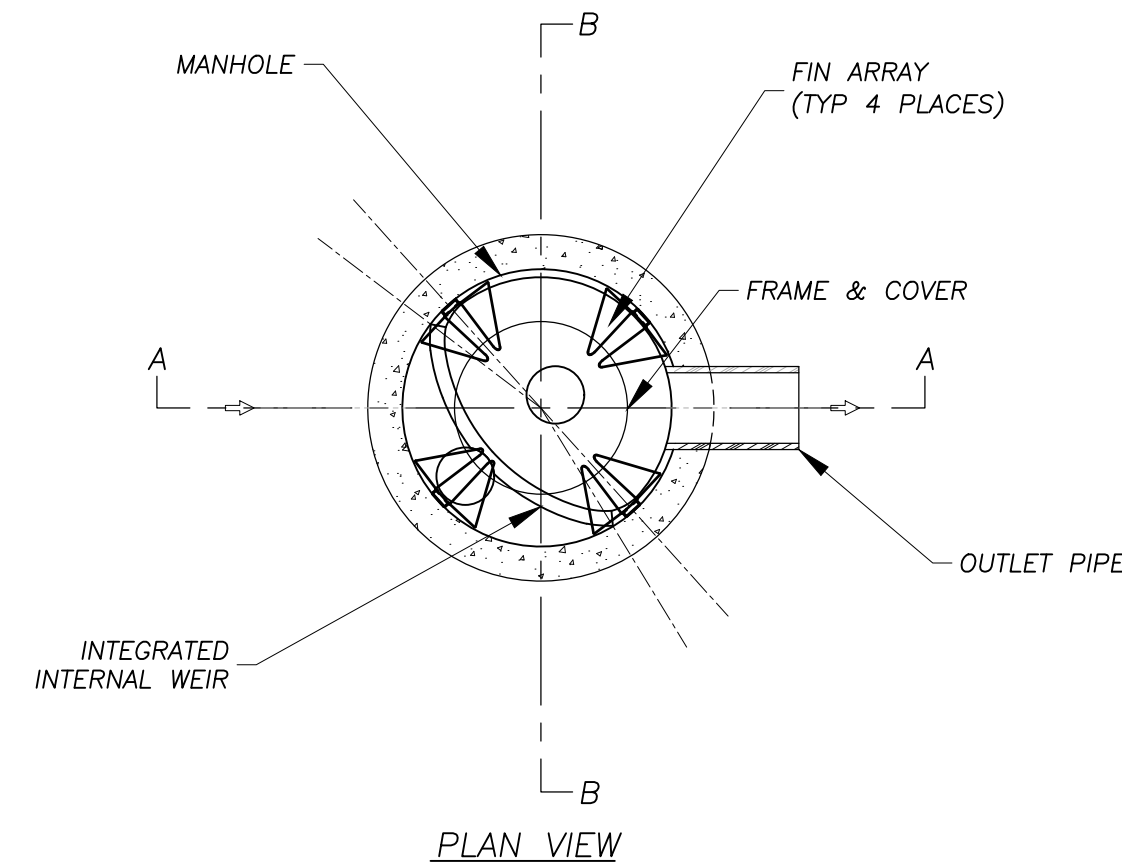
PIPE CONNECTION DETAILS
NO SCALE



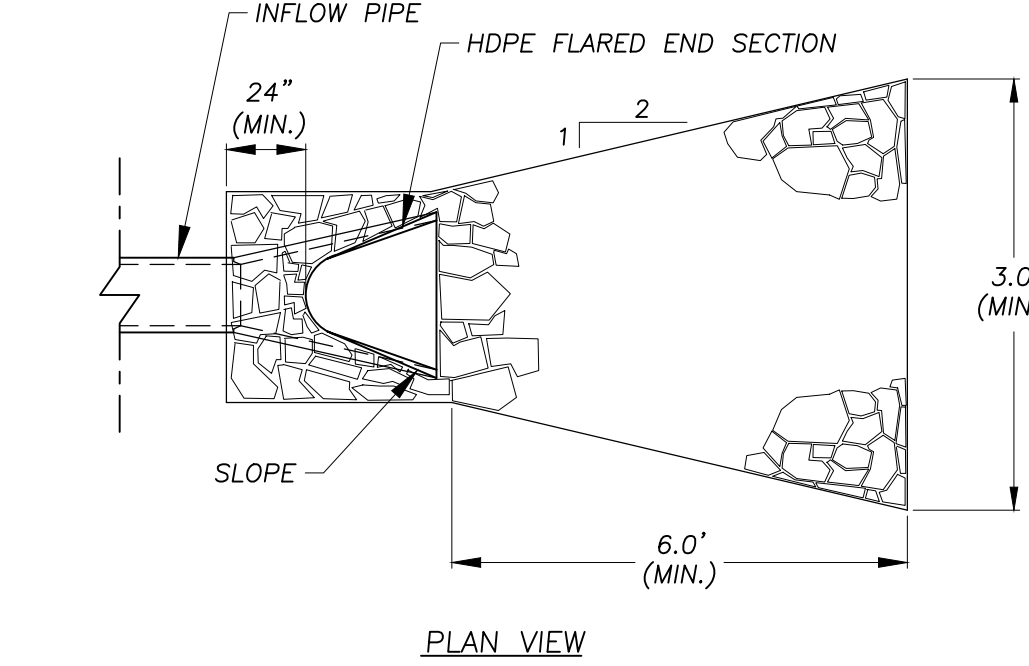
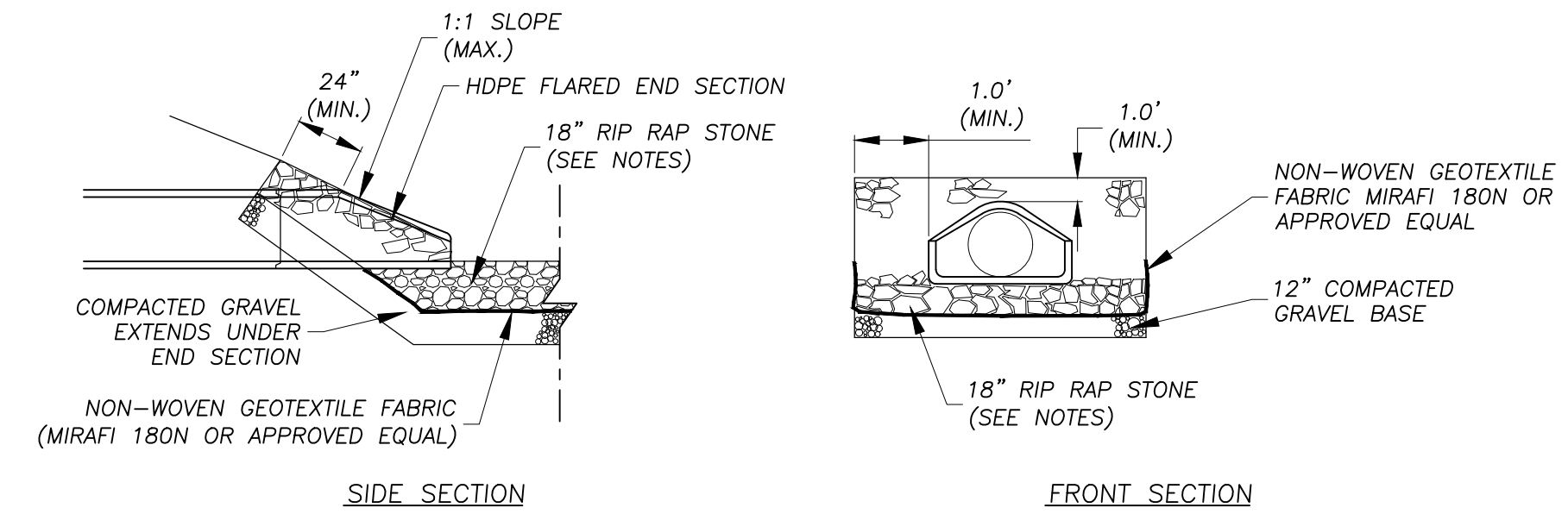
PRECAST CONCRETE DRYWELL DETAIL
NO SCALE



ADS NYLOPLAST YARD DRAIN BASIN
NO SCALE



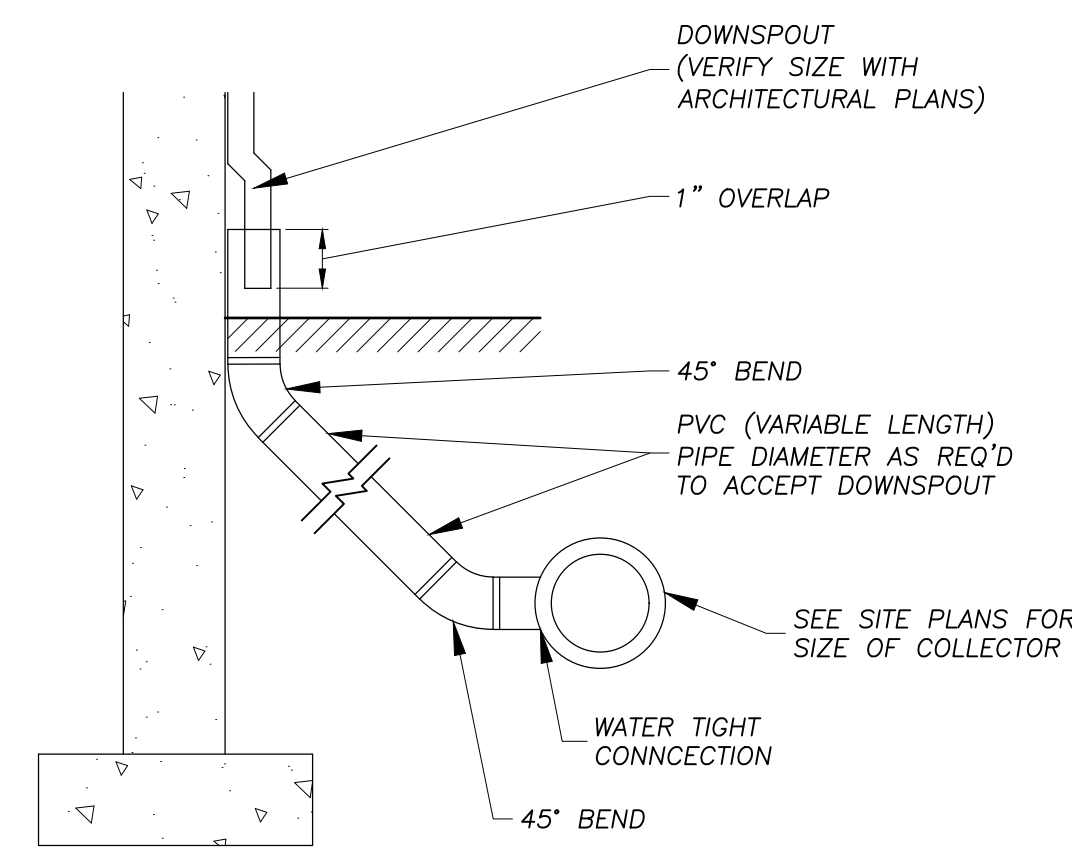
WATER QUALITY UNIT - BARRACUDA MAX S4
NO SCALE



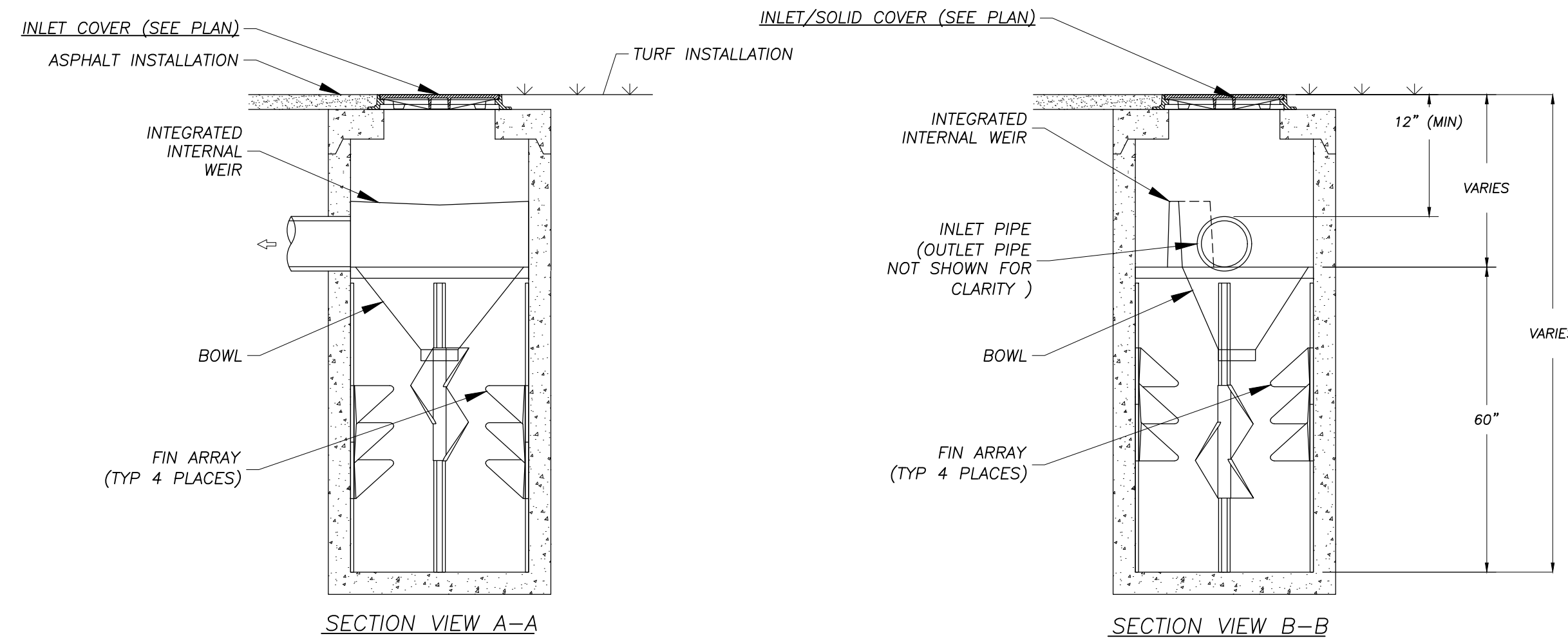
STANDARD RIP RAP PIPE OUTLET
NO SCALE

NOTES

1. FLARED END SECTION PIPE JOINT SHALL BE SIMILAR TO THE MAIN RUN OF PIPE JOINTS
2. STONE RIPRAP SHALL NOT BE LESS THAN 50 POUNDS NOR MORE THAN 125 POUNDS AND AT LEAST 75% OF THE VOLUME SHALL BE AT LEAST 75 POUNDS



DOWNSPOUT COLLECTOR DETAIL
NO SCALE



SECTION VIEW A-A

SECTION VIEW B-B

RLA
R LEVESQUE ASSOCIATES INC.
Landscape Architects
Civil Engineers - Land Surveyors
Environmental Consultants
ph: 413.568.0985 fax: 413.568.0986

40 School Street
Westfield, MA 01085
rlaland.com

DETAILS

223 Garden Street
Agawam, MA
Parcel ID: G8-2-3

PREPARED FOR:
Vermette Auto Body
c/o Mr. Nasser Zebian
223 Garden Street
Agawam, MA 01030

ISSUANCE DATE: June 25, 2025	
REVISIONS:	DATE:

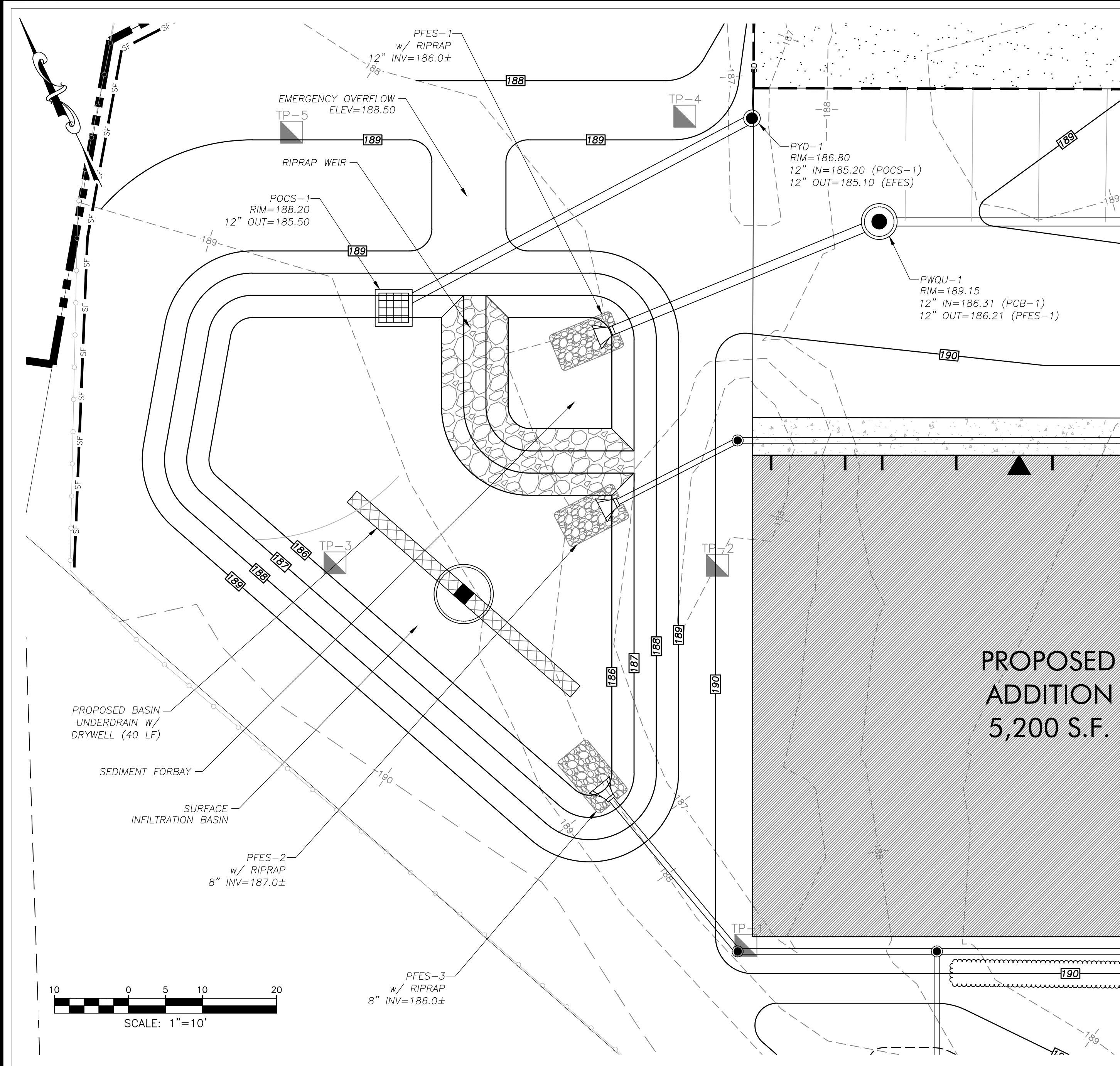
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SCALE: As Noted
RLA PROJ. NUMBER: 250214

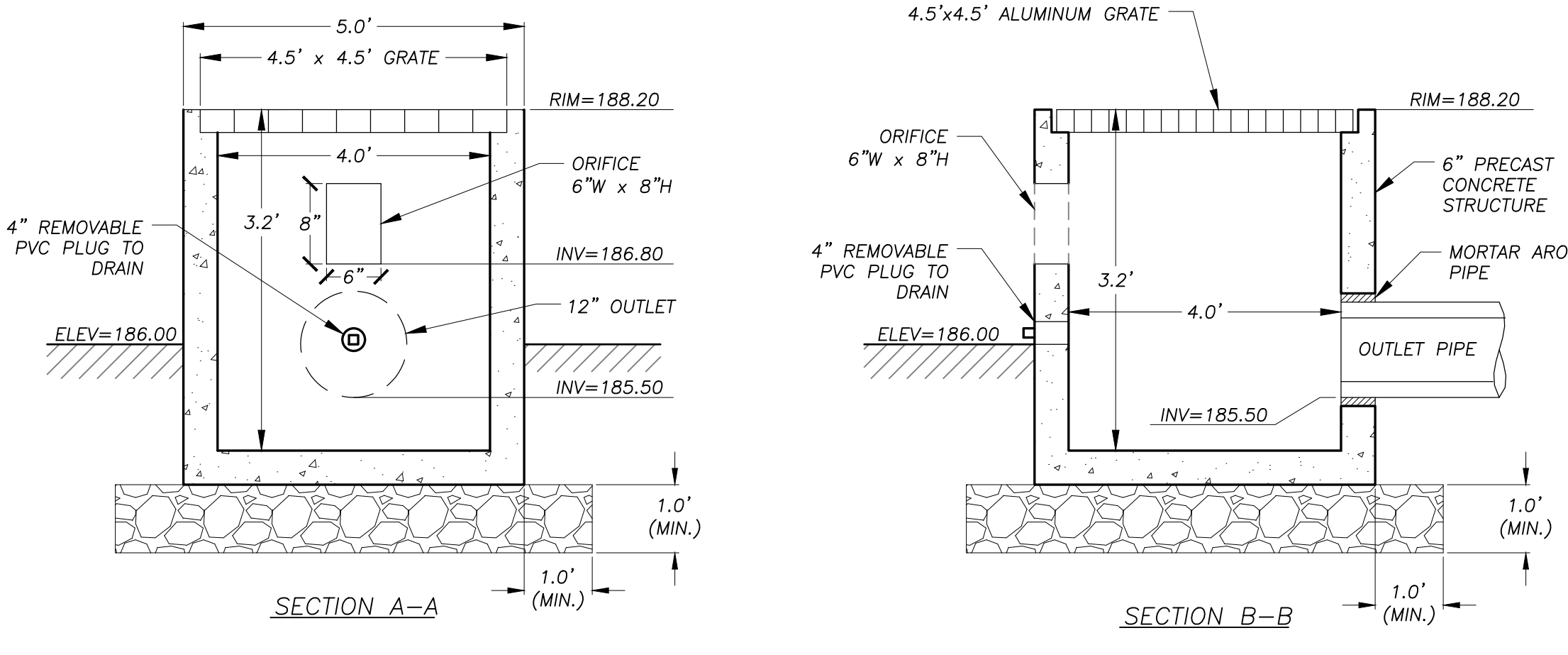
DRAWING#	REV.
D-2	-

PERMITTING
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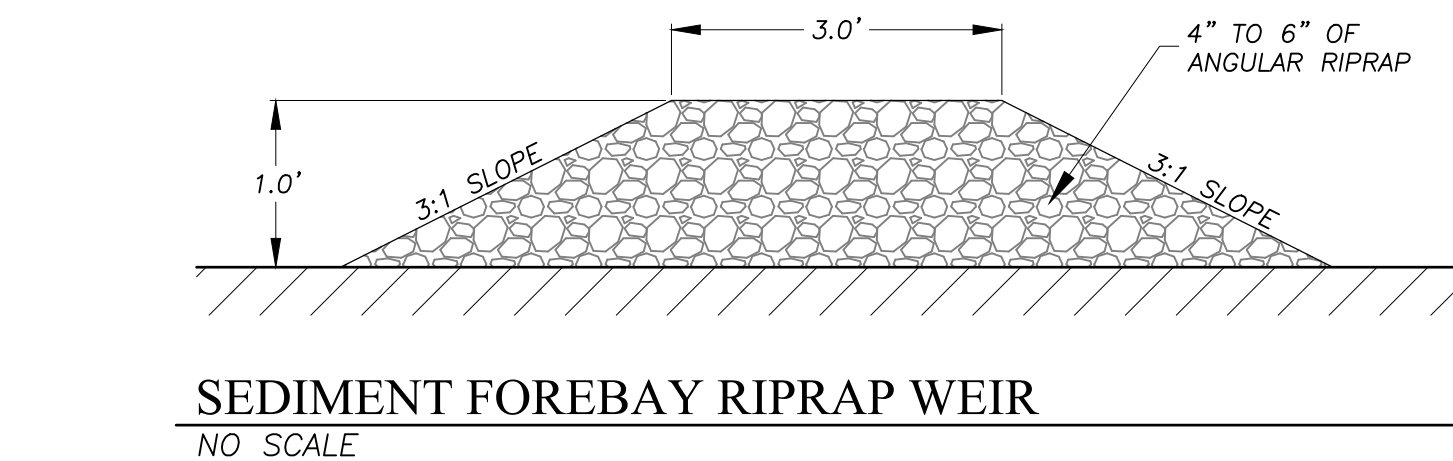
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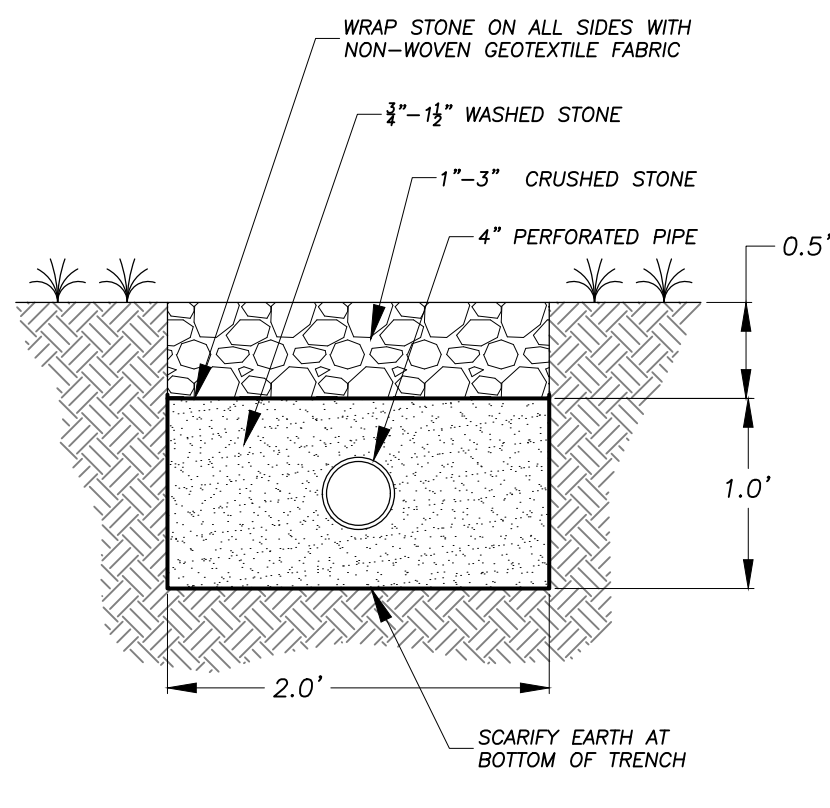
SURFACE INFILTRATION BASIN DETAIL
SCALE: 1"=10'



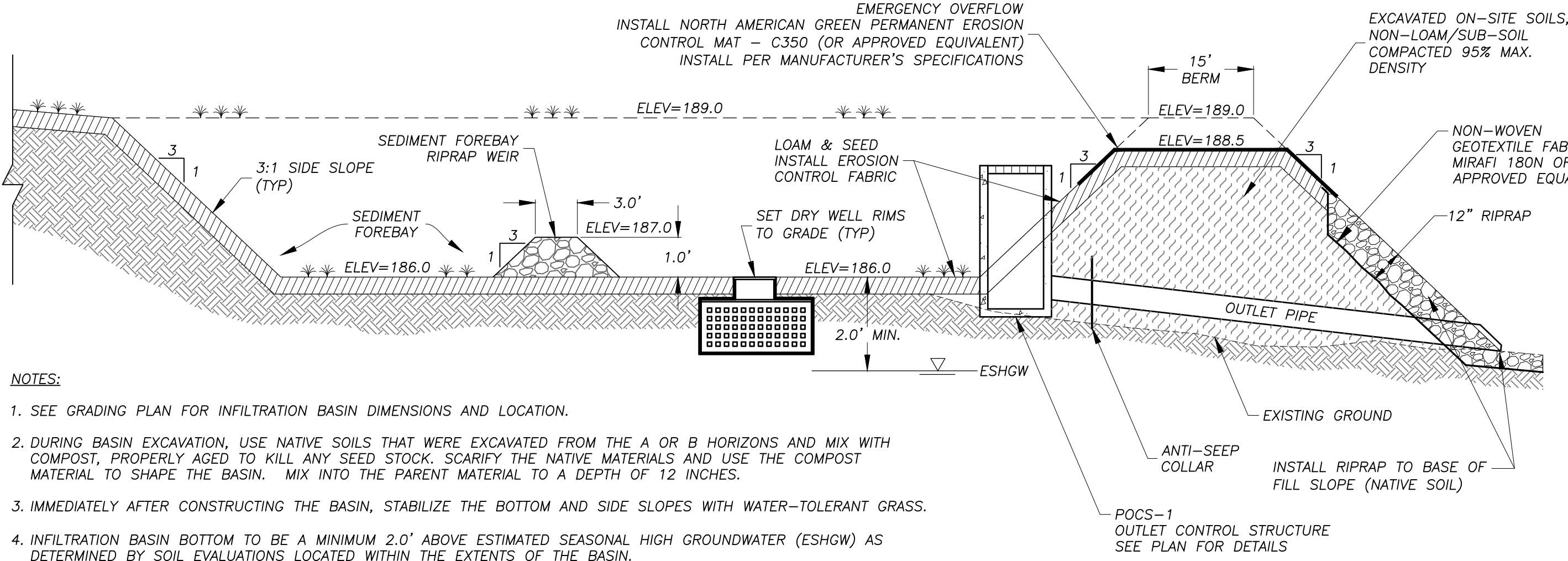
OUTLET CONTROL STRUCTURE DETAIL (POCS-1)
NO SCALE



SEDIMENT FOREBAY RIPRAP WEIR
NO SCALE



UNDERDRAIN DETAIL
NO SCALE



SECTION THROUGH SURFACE INFILTRATION BASIN
NO SCALE

- NOTES:**
- SEE GRADING PLAN FOR INFILTRATION BASIN DIMENSIONS AND LOCATION.
 - DURING BASIN EXCAVATION, USE NATIVE SOILS THAT WERE EXCAVATED FROM THE A OR B HORIZONS AND MIX WITH COMPOST, PROPERLY AGED TO KILL ANY SEED STOCK. SCARIFY THE NATIVE MATERIALS AND USE THE COMPOST MATERIAL TO SHAPE THE BASIN. MIX INTO THE PARENT MATERIAL TO A DEPTH OF 12 INCHES.
 - IMMEDIATELY AFTER CONSTRUCTING THE BASIN, STABILIZE THE BOTTOM AND SIDE SLOPES WITH WATER-TOLERANT GRASS.
 - INFILTRATION BASIN BOTTOM TO BE A MINIMUM 2.0' ABOVE ESTIMATED SEASONAL HIGH GROUNDWATER (ESHGW) AS DETERMINED BY SOIL EVALUATIONS LOCATED WITHIN THE EXTENTS OF THE BASIN.

**PROPOSED ADDITION
5,200 S.F.**

SURFACE INFILTRATION BASIN CONSTRUCTION NOTE

THE ENGINEER SHALL INSPECT THE CONSTRUCTION OF THE BASIN AT THE MILESTONES LISTED BELOW. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 24 HOURS PRIOR TO BEGINNING CONSTRUCTION ON THE FOLLOWING:

- COMPLETION OF EXCAVATION FOR THE INFILTRATION BASIN AREA TO SUBGRADE
- AFTER SPREADING OF WATER-TOLERANT, FESCUE GRASS.

RLA
R LEVESQUE ASSOCIATES INC.
Landscape Architects
Civil Engineers - Land Surveyors
Environmental Consultants
ph: 413.568.0985 fax: 413.568.0986
40 School Street
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rlaland.com

DETAILS

**223 Garden Street
Agawam, MA
Parcel ID: G8-2-3**

PREPARED FOR:
Vermette Auto Body
c/o Mr. Nasser Zebian
223 Garden Street
Agawam, MA 01030

ISSUANCE DATE:	June 25, 2025
REVISIONS:	DATE:
A. Parking & addition revision	3/19/26

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SCALE: As Noted
RLA PROJ. NUMBER: 250214

DRAWING#	REV.
D-3	A

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NOT FOR CONSTRUCTION**



Town of Agawam

Building Department

1000 Suffield Street, Agawam, Massachusetts 01001

Telephone - (413) 821-0632

April 8, 2026

To: Office of Planning and Community Development:

Re: Revised Site Plan Review Comments- 223 Garden Street Feeding Hills, MA- Vermette Auto Body:

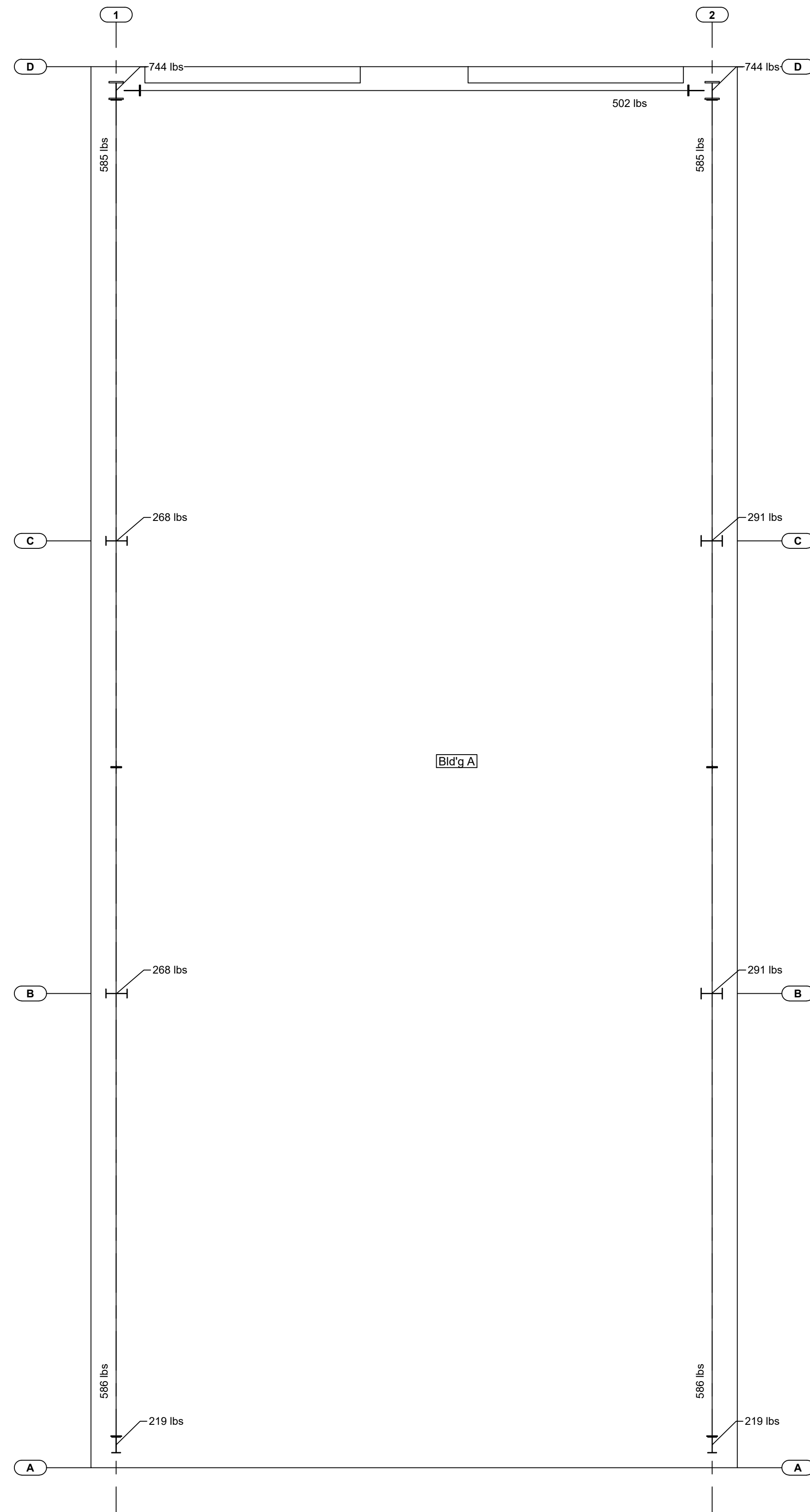
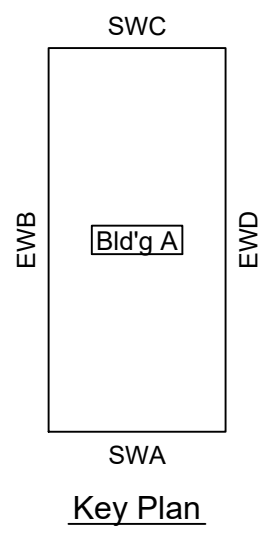
The Building Department has the following comments at this time for the revised site plan dated March 19, 2026 for the above referenced address:

- Special Permit on file (Case #2030) would need to be amended with the Zoning Board of Appeals for the revised site plan.
- Previously granted Special Permit (Case #2030) appears to have never been recorded with the Hampden Registry of Deeds.

Respectfully,

Kevin Duquette

Kevin Duquette
Inspector of Buildings
Town of Agawam

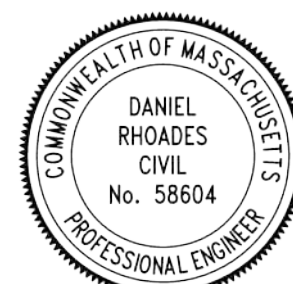


Primary Steel

THESE DRAWINGS SHALL NOT BE USED FOR CONSTRUCTION PURPOSES UNLESS SEALED AND MARKED AS "ISSUED FOR CONSTRUCTION"

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Mar 10, 2026



Revision	Date	Description	By	Ck'd

STAR BUILDING SYSTEMS
Part of the Cornerstone Building Brands Family

Cornerstone Building Brands
13105 Northwest Freeway, Suite 500
Houston, TX 77040
cornerstonebuildingbrands.com

Customer:
MENZ INC DBA VERMETTE
AUTORODY, 223 GARDENS ST
FEEDING HILLS, MA

Project Name & Location:
NASSER ZEBIAN
223 GARDEN ST
FEEDING HILLS, MA

Drawing Status:
 Issued For Approval (Not For Construction)
 Issued For Construction

Scale: NOT TO SCALE
 Drawn by: MS
 Checked by:
 Project Engineer: DJR
 Job Number: 21-B-33135
 Sheet Number: E2 of 12

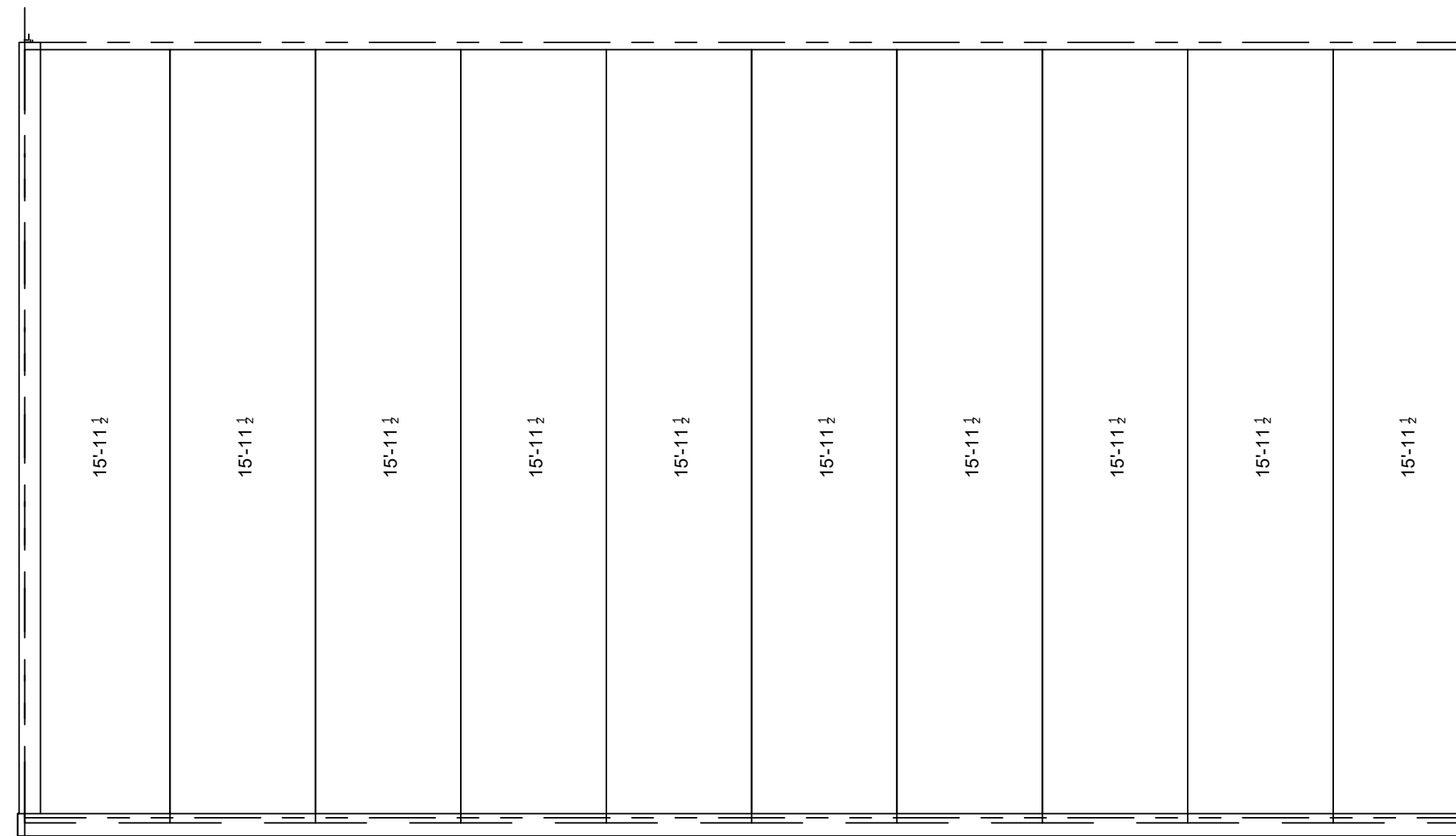
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DANIEL RHOADES, P.E.
 MASSACHUSETTS P.E. 58604

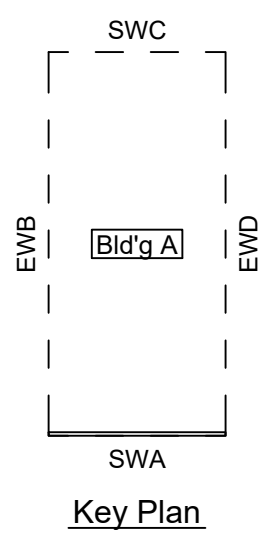


Sidewall Framing SWA at Grid Line A

PBR Wall Panels
 Panel Coverage = 3'-0"
 Panel Color = S200 ASH GRAY
 Panel Pkg. Req'd. = PBS-2
 Field Cut Panel and Trim as
 required per Construction Details



Sidewall Sheeting SWA



Key Plan

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 AND MARKED AS "ISSUED FOR CONSTRUCTION"

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Mar 10, 2026

Revision	Date	Description	By	Ck'd

STAR BUILDING SYSTEMS
 Part of the Cornerstone Building Brands Family

Cornerstone Building Brands
 13105 Northwest Freeway, Suite 500
 Houston, TX 77040
 cornerstonebuildingbrands.com

Customer:
 MENZ INC DBA VERMETTE
 AUTORITY, 223 GARDENS ST
 FEEDING HILLS, MA

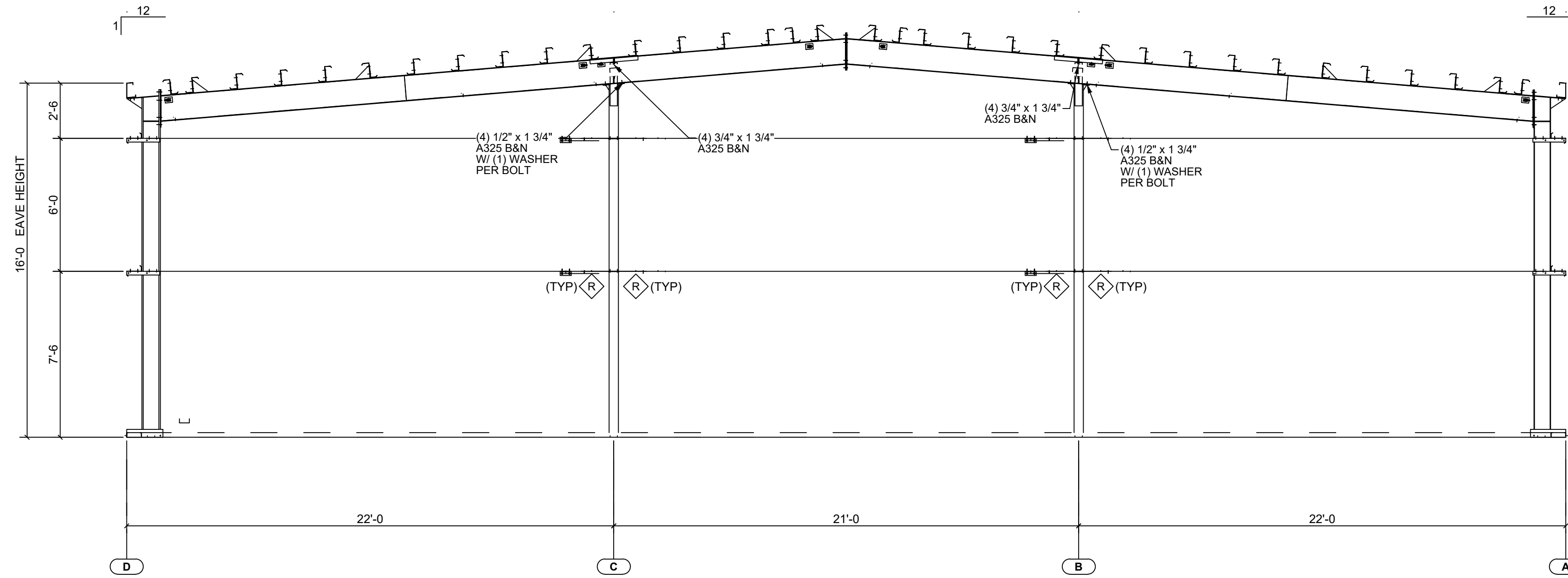
Project Name & Location:
 MASSER ZEBIAN
 223 GARDEN ST
 FEEDING HILLS, MA

Drawing Status:
 Issued For Approval
 Issued For Construction
 Issued For Permit

Scale: NOT TO SCALE
 Drawn by: MS
 Checked by:
 Project Engineer: DJR
 Job Number: 21-B-33135
 Sheet Number: E5 of 12

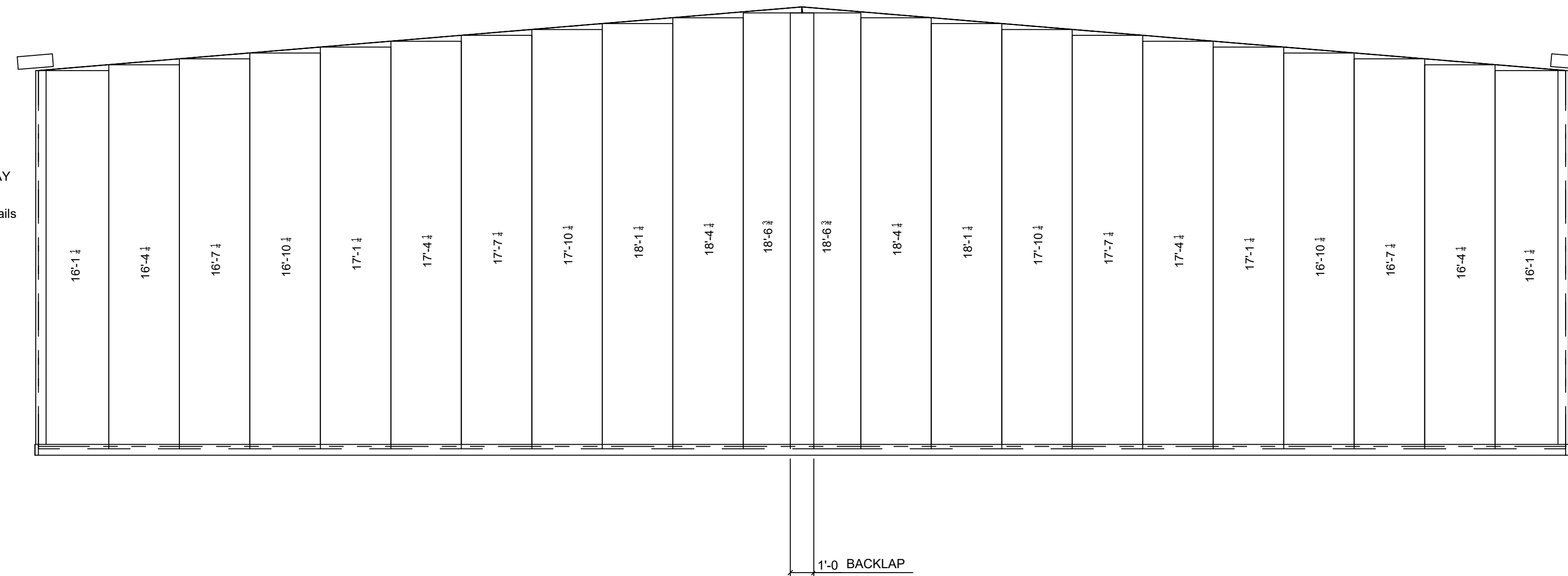
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DANIEL RHOADES, P.E.
 MASSACHUSETTS P.E. 58604



ONE FB4-3 @ 7'-6 LEFT
ONE FB4-3 @ 13'-6 LEFT

Endwall Framing EWB at Grid Line 1



Endwall Sheeting EWB

PBR Wall Panels
Panel Coverage = 3'-0"
Panel Color = S200 ASH GRAY
Panel Pkg. Req'd. = PBS-1
Field Cut Panel and Trim as
required per Construction Details



SYMBOL	LAP LENGTH	SYMBOL	LAP LENGTH
	0'-0 1/4"		2'-5 3/4"
	0'-3 3/4"		3'-1 3/4"
	1'-5 3/4"		REFER TO CF01122

Revision	Date	Description	By	Ck'd

Cornerstone Building Brands
13105 Northwest Freeway, Suite 500
Houston, TX 77040
cornerstonebuildingbrands.com

Project Name & Location:
NASSER ZEBIAN
223 GARDEN ST
FEEDING HILLS, MA

Customer:
MENIZ INC DBA VERMETTE
AUTORITY, 223 GARDENS ST
FEEDING HILLS, MA

Drawing Status:
 Issued For Approval (Not For Construction)
 Issued For Construction
 Issued For Permit

Scale: NOT TO SCALE
 Drawn by: MS
 Checked by:
 Project Engineer: DJR
 Job Number: 21-B-33135
 Sheet Number: E7 of 12

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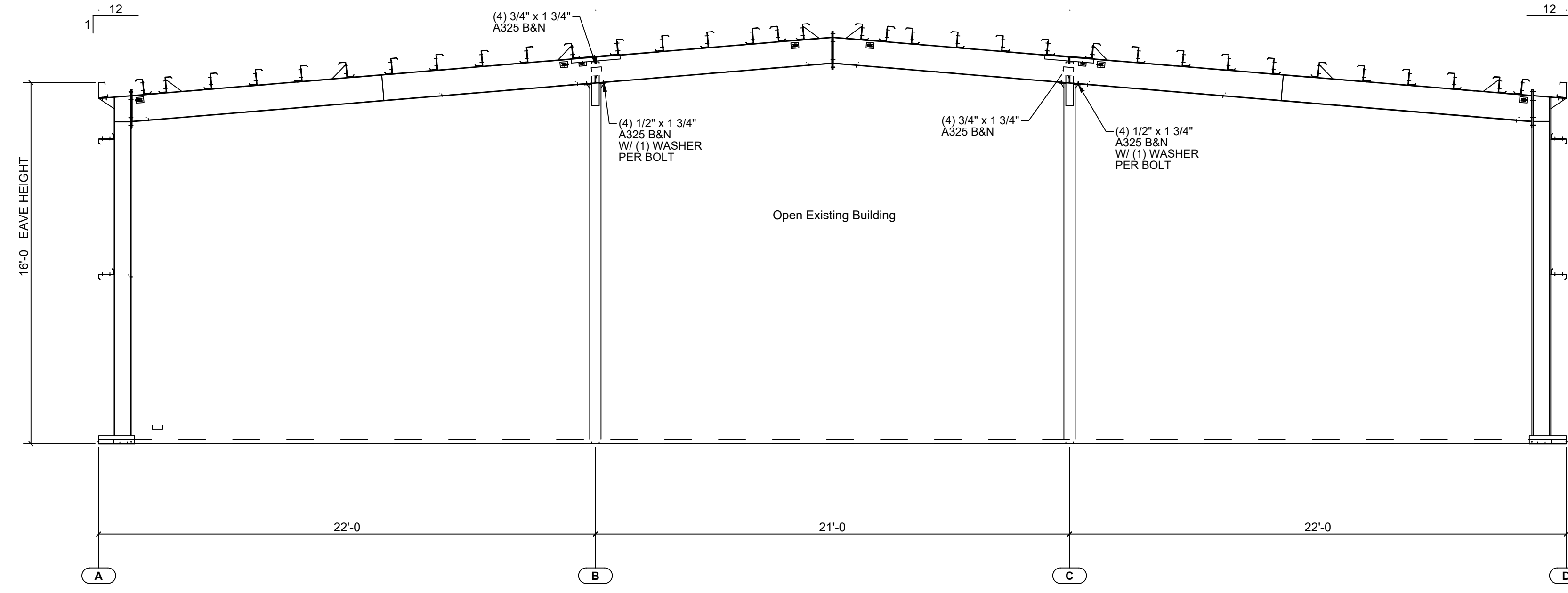
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MASSACHUSETTS P.E. 58604

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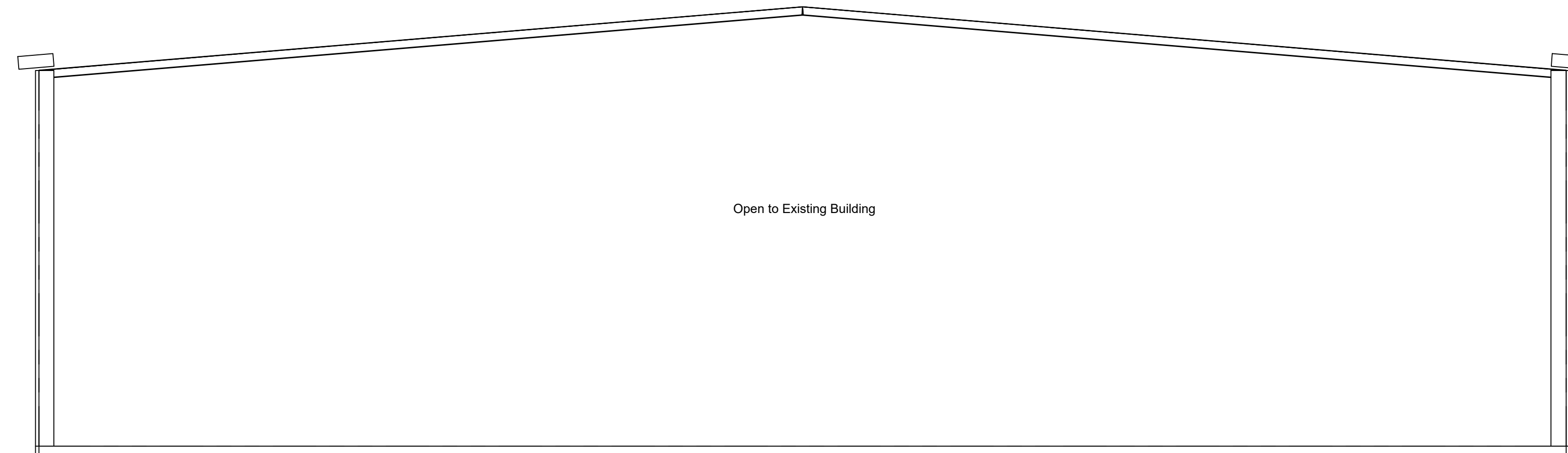
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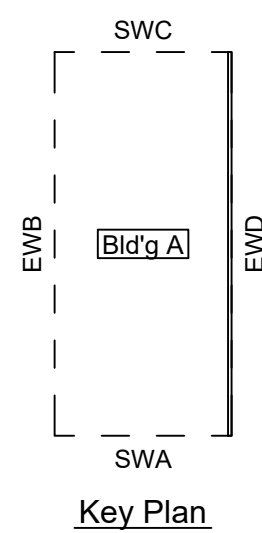




Endwall Framing EWD at Grid Line 2



Wall Sheeting EWD



Key Plan

Revision	Date	Description	By	Ck'd

STAR BUILDING SYSTEMS
 Part of the Cornerstone Building Brands Family
 Cornerstone Building Brands
 13105 Northwest Freeway, Suite 500
 Houston, TX 77040
 cornerstonebuildingbrands.com

Customer:
 MENZ INC DBA VERMETTE
 AUTORITY, 223 GARDENS ST
 FEEDING HILLS, MA

Project Name & Location:
 MASSER ZEBIAN
 223 GARDEN ST
 FEEDING HILLS, MA

Drawing Status:
 Issued For Approval
 Issued For Construction
 Not For Construction
 Issued For Permit

Scale: NOT TO SCALE
 Drawn by: MS
 Checked by:
 Project Engineer: DJR
 Job Number: 21-B-33135
 Sheet Number: E8 of 12

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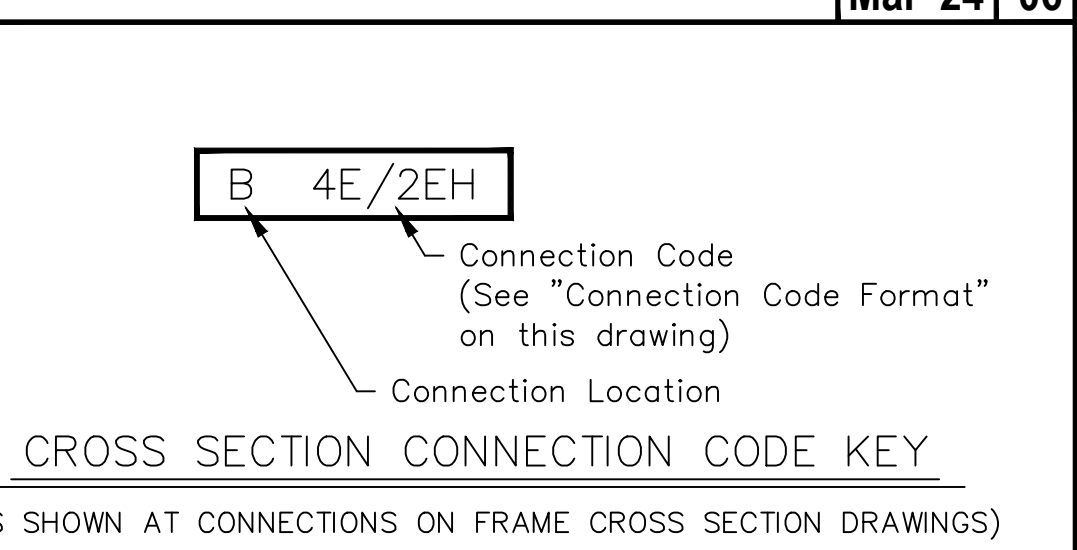
DANIEL RHOADES, P.E.
 MASSACHUSETTS P.E. 58604

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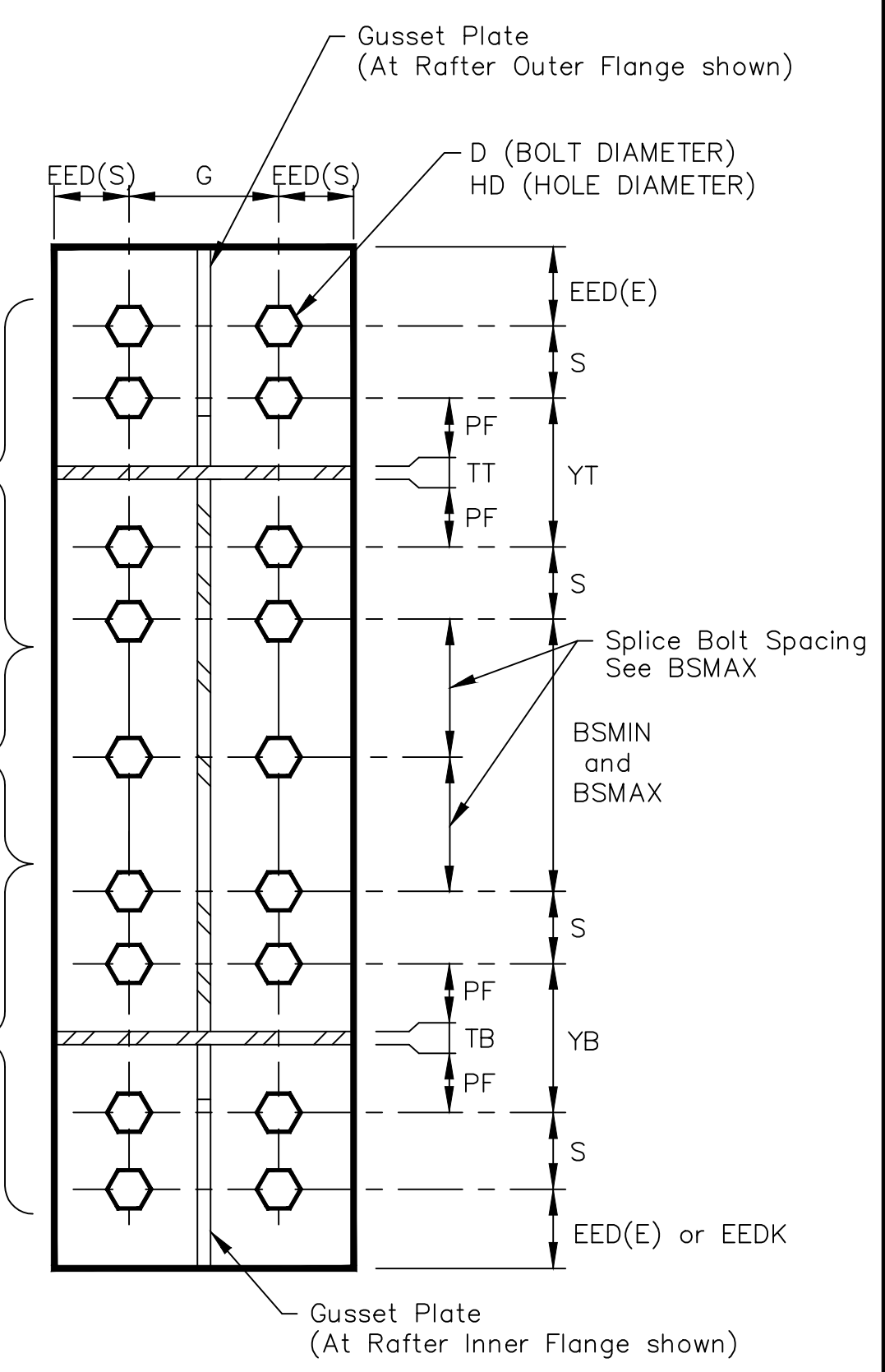
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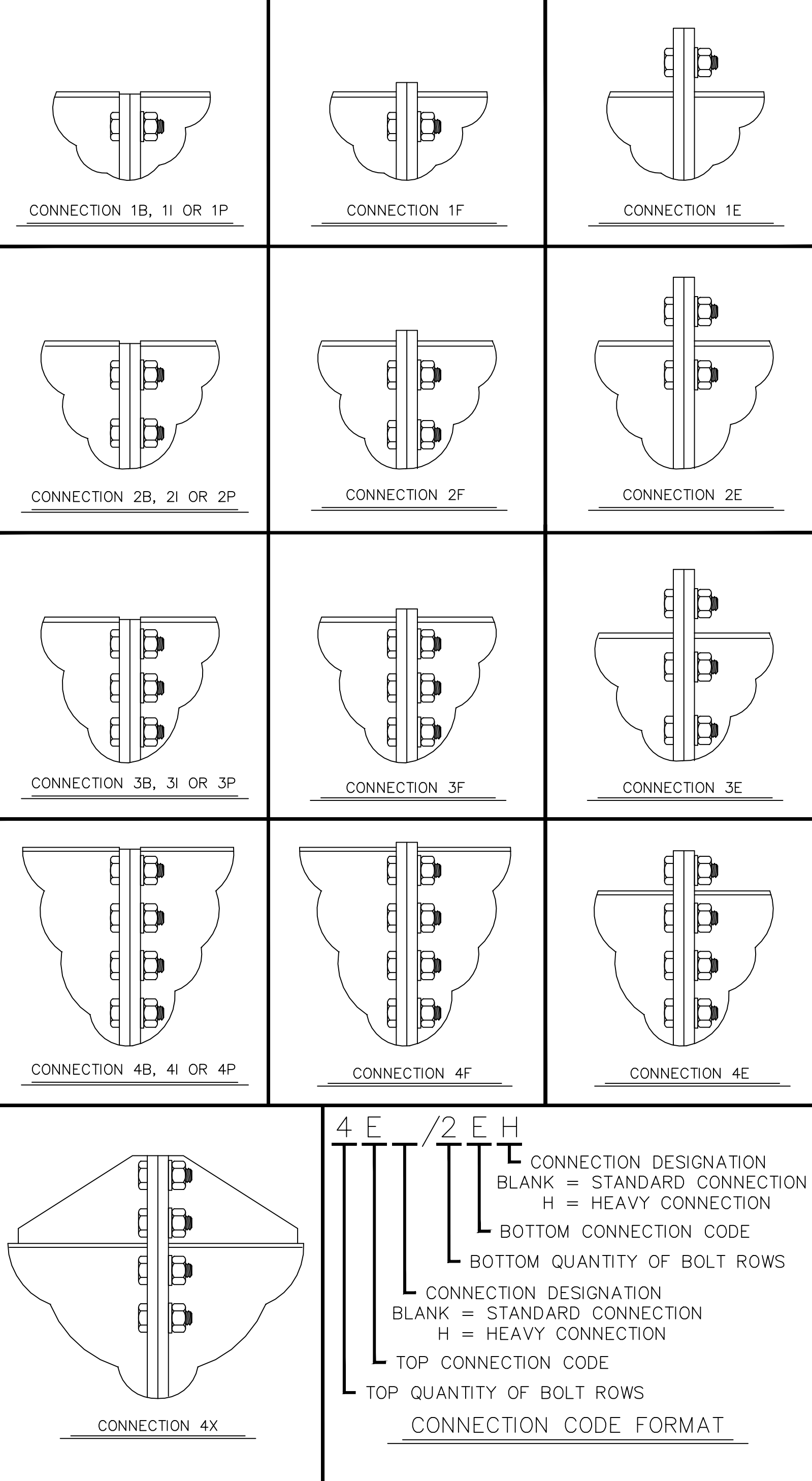
Mar 10, 2026



Flange Brace Material Schedule	
Part Mark	Material
FB4_	L 2" x 2" x 14 Ga.
FB5_	L 2" x 2" x 14 Ga.
FB6_	L 2" x 2" x 8"
FB7_	L 2 1/2" x 2 1/2" x 3/16"



CONNECTION CODES
 (FOR TOP AND BOTTOM BOLT PATTERN)



CONNECTION CODE DESCRIPTION

B = THIS DESCRIPTION CODE IS USED TO DEFINE SHEAR CONNECTIONS. BOLTS ARE LOCATED INSIDE THE TOP FLANGE AND CONNECTION PLATE IS RECESSED 1/8" BELOW THE TOP FLANGE. CONNECTION PLATE LENGTH MUST BE A MINIMUM OF HALF THE RAFTER WEB DEPTH AND SHALL NOT EXCEED THE RAFTER TOTAL DEPTH.

E = THIS DESCRIPTION CODE IS USED TO DEFINE MOMENT CONNECTIONS. BOLTS ARE LOCATED WITH ONE SET OUTSIDE THE TOP OR BOTTOM FLANGE AND THE REMAINING SETS ARE LOCATED INSIDE THE TOP OR BOTTOM FLANGE.

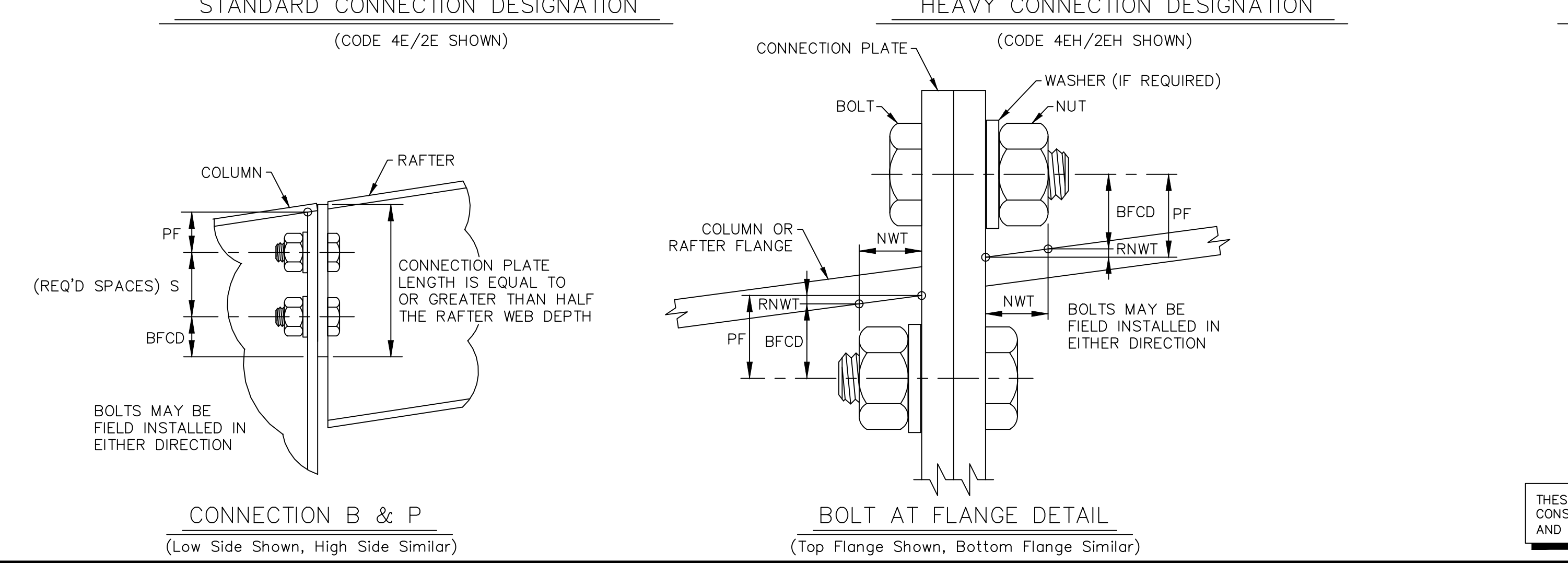
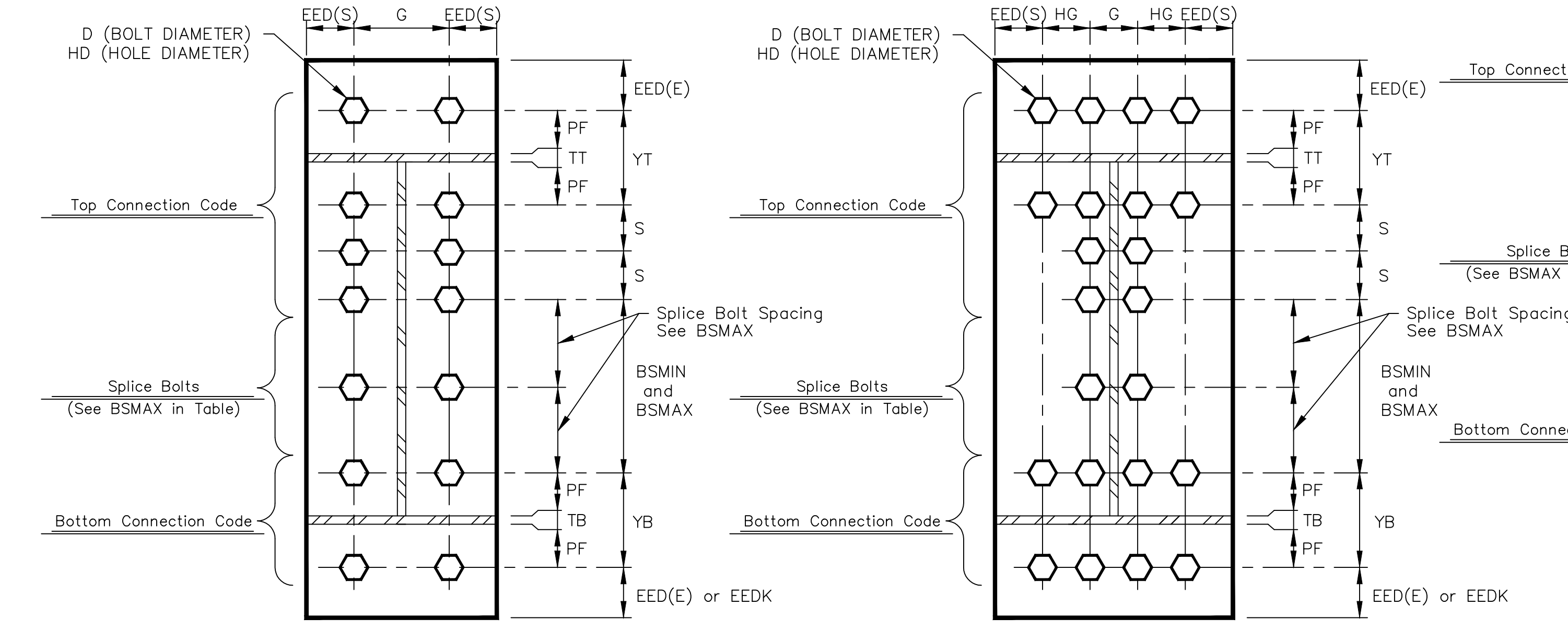
F = THIS DESCRIPTION CODE IS USED TO DEFINE MOMENT CONNECTIONS. BOLTS ARE LOCATED INSIDE THE TOP OR BOTTOM FLANGE AND CONNECTION PLATE PROJECTS 1/2" BEYOND THE TOP OR BOTTOM FLANGE.

I = THIS DESCRIPTION CODE IS USED TO DEFINE MOMENT CONNECTIONS. BOLTS ARE LOCATED INSIDE THE TOP OR BOTTOM FLANGE AND CONNECTION PLATE IS RECESSED 1/8" BELOW THE TOP OR BOTTOM FLANGE.

P = THIS DESCRIPTION CODE IS USED TO DEFINE SHEAR CONNECTIONS. BOLTS ARE LOCATED INSIDE THE TOP FLANGE AND CONNECTION PLATE IS RECESSED 1/8" BELOW THE TOP FLANGE. CONNECTION PLATE LENGTH MUST BE A MINIMUM OF HALF THE RAFTER WEB DEPTH AND SHALL NOT EXCEED THE RAFTER TOTAL DEPTH.

4X = THIS DESCRIPTION CODE IS USED TO DEFINE MOMENT CONNECTIONS. BOLTS ARE LOCATED WITH TWO SETS EACH SIDE OF THE TOP OR BOTTOM FLANGE WITH A GUSSET PLATE OUTSIDE THE TOP AND BOTTOM FLANGE OR COLUMN CAP PLATE.

NAME	DESCRIPTION FOR A325 BOLT DIMENSIONS	A325 CONNECTION BOLT DIMENSIONS						
		1/2"	3/4"	7/8"	1"	1 1/4"	1 1/2"	
D	DIAMETER OF THE BOLT	1/2"	3/4"	7/8"	1"	1 1/4"	1 1/2"	
HD	BOLT HOLE DIAMETER	9/16"	13/16"	15/16"	1 1/16"	1 5/16"	1 9/16"	
G	BOLT GAUGE	2 1/2"	3"	4"	3 1/2"	4"	5 1/2"	
	MAX. WEB THICKNESS (Max. 5/16" Fillet Weld) WITHOUT WASHER	1"	1 1/8"	1 7/8"	1 1/4"	1 3/8"	2 1/8"	
	MAX. WEB THICKNESS (Max. 5/16" Fillet Weld) WITH WASHER	3/4"	7/8"	1 5/8"	7/8"	7/8"	1 7/8"	
HG	HEAVY CONN. BOLT GAUGE	N/A	2 1/4"	2 5/8"	3"	3 3/4"	4"	
S	NORMAL BOLT SPACING	2 1/2"	3"	3 1/4"	3 1/2"	4"	4 1/2"	
BSMIN	MINIMUM SPACING BETWEEN TOP & BOTTOM SETS OF BOLTS	1 1/2"	2 1/4"	2 5/8"	3"	3 3/4"	4"	
BSMAX	MAXIMUM BOLT SPACING BETWEEN TOP AND BOTTOM SETS OF BOLTS ON CONNECTION PLATES	SPLICE BOLT SPACING { 1/2 BSMAX (±1/16") WHEN BSMAX = 2'-0 1/16" TO 4'-0 1/3 BSMAX (±1/16") WHEN BSMAX = 4'-0 1/16" TO 6'-0 (NOT TO EXCEED 2'-0) 1/4 BSMAX (±1/16") WHEN BSMAX = 6'-0 1/16" TO 8'-0						
BFGD	MINIMUM BOLT-TO-FLANGE CLEARANCE AT OUT OF NUT SEE BOLT AT FLANGE DETAIL	1 1/2"	1 3/4"	1 7/8"	2 1/4"	2 1/2"	2 3/4"	
PF	MINIMUM BOLT-TO-FLANGE CLEARANCE AT CONNECTION PLATE SEE BOLT AT FLANGE DETAIL	(BFGD + RNWT) PF INSIDE OF FLANGE IS INCREASED BASED ON THE YT & YB VALUE. PF FOR CONNECTION B, F, I AND P ARE THE SAME AS USED ON CONNECTION E						
NWT	NUT AND WASHER THICKNESS	SEE BOLT AT FLANGE DETAIL. NUT THICKNESS IS EQUAL TO THE BOLT DIAMETER AND .15625" WASHER THICKNESS IS USED EVEN IF A WASHER IS NOT REQUIRED.						
RNWT	RISE ON NUT AND WASHER THICKNESS	REFER TO FRAME CROSS SECTION DRAWING FOR LARGEST FLANGE THICKNESS EITHER SIDE OF THE CONNECTION.						
TT	THICKNESS TOP FLANGE							
TB	THICKNESS BOTTOM FLANGE							
YT	BOLT SPACING TOP (ROUND UP TO NEXT 1/2", MIN = S)	3" + TT	3 1/2" + TT	3 3/4" + TT	4 1/2" + TT	5" + TT	5 1/2" + TT	
YB	BOLT SPACING BOTTOM (ROUND UP TO NEXT 1/2", MIN = S)	or TB Sloped	or TB Sloped	or TB Sloped	or TB Sloped	or TB Sloped	or TB Sloped	
EED(E)	MINIMUM END EDGE DIMENSION	1 1/4"	1 1/4"	1 1/2"	1 3/4"	2 1/4"	2 5/8"	
EED(S)	MINIMUM SIDE EDGE DIMENSION	3/4"	1"	1 1/8"	1 1/4"	1 5/8"	2 1/4"	
EEDK	END EDGE DIMENSION AT KNEE CONNECTION	1 3/8"	1 3/8"	1 5/8"	1 7/8"	2 3/8"	2 3/4"	
BCWM	MINIMUM BOLT CLEARANCE FROM A FLANGE OR WEB WELD	WITHOUT WASHER	7/16"	5/8"	3/4"	13/16"	1"	1 3/8"
		WITH HARDENED WASHER	9/16"	3/4"	7/8"	1"	1 1/4"	1 1/2"
WCSM	MINIMUM WIDTH OF CONNECTION PLATE (Standard Connection)	5"	6"	8"	8"	10"	12"	
WCHM	MINIMUM WIDTH OF CONNECTION PLATE (Heavy Connection)	N/A	10"	12"	12"	16"	18"	
TCMIN	MINIMUM THICKNESS OF CONNECTION PLATE	1/4"	3/8"	7/16"	1/2"	5/8"	1"	



THESE DRAWINGS SHALL NOT BE USED FOR CONSTRUCTION PURPOSES UNLESS SEALED AND MARKED AS "ISSUED FOR CONSTRUCTION"

This item has been electronically signed and sealed by Daniel Rhoades, P.E. on the date and/or time stamp shown using a digital signature. Printed copies of this document are not considered signed and sealed and the signature must be verified by a 3rd Party Certificate Authority on any electronic copy.

Cornerstone Building Brands
 13105 Northwest Freeway, Suite 500
 Houston, TX 77040
 cornerstonebuildingbrands.com

Project Name & Location:
 MASSER ZEBIAN
 223 GARDEN ST
 FEEDING HILLS, MA

Customer:
 MENZ INC DBA VERMETTE
 AUTODODY 223 GARDEN ST
 FEEDING HILLS, MA

Drawing Status:
 Issued For Approval
 Issued For Construction
 Not For Construction

Scale: NOT TO SCALE
 Drawn by: MS
 Checked by:
 Project Engineer: DJR
 Job Number: 21-B-33135
 Sheet Number: E12 of 12

The engineer whose seal appears hereon is employed by or is contracted to provide engineering services for the manufacturer, Cornerstone Building Brands or one of its affiliates, for the materials described herein. Said seal or certification is limited to the products designed and manufactured by manufacturer only. The undersigned engineer is not the overall engineer of record for this project.

DANIEL RHOADES, P.E.
 MASSACHUSETTS P.E. 58604

Mar 10, 2026





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 written in a cursive, flowing style.

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
Address

Property zoned as: Residence A-3 District

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 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

Ms. Doreen Prouty, Chairperson
Agawam Zoning Board of Appeals
March 9, 2026
Page 2 of 9

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
Page 9 of 9

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

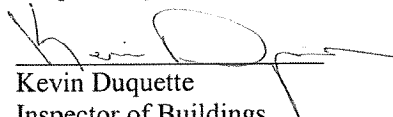
Jeffrey Gurney- Atrium Property Services, Inc.
476 College Highway
Southwick, MA 01077

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
4135695557

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

3667

1/6/26

PAY TO THE
ORDER OF

Town of Abington -

\$ 75.00

Seventy five and 00/100

DOLLARS

MEMO

Re: RM/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 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 below

Existing 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) THERMOTRA 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 F2 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 <input checked="" type="checkbox"/> Private <input type="checkbox"/>	Flood Zone Information: Check if outside Flood Zone <input checked="" type="checkbox"/> or identify Zone: _____	Sewage Disposal: Indicate municipal <input checked="" type="checkbox"/> or on site system <input type="checkbox"/>	Trench Permit: A trench will not be required <input checked="" type="checkbox"/> or trench permit is enclosed <input type="checkbox"/>	Debris Removal: Licensed Disposal Site <input type="checkbox"/> or specify: <u>DUMPSTER SERVICES</u>
---	---	--	---	--

Railroad right-of-way: Not Applicable <input checked="" type="checkbox"/> or Consent to Build enclosed <input type="checkbox"/>	Hazards to Air Navigation: Is Structure within airport approach area? Yes <input type="checkbox"/> or No <input checked="" type="checkbox"/>	MA Historic Commission Review Process: Is their review completed? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
---	--	---

SECTION 8: CONTENT OF CERTIFICATE OF OCCUPANCY

Edition of Code: 5 Use Group(s): R-2 Type of Construction: FRAME

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

Property Owner Contact Information:
MARIE 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)
2. Electrical	\$ _____	
3. Plumbing	\$ _____	
4. Mechanical (HVAC)	\$ _____	
5. Mechanical (Other)	\$ _____	
6. Total Cost	\$ <u>8000.00</u>	Enclose check payable to _____ (contact municipality) and write check number here <u>3667</u>

SECTION 13: SIGNATURE OF BUILDING PERMIT APPLICANT

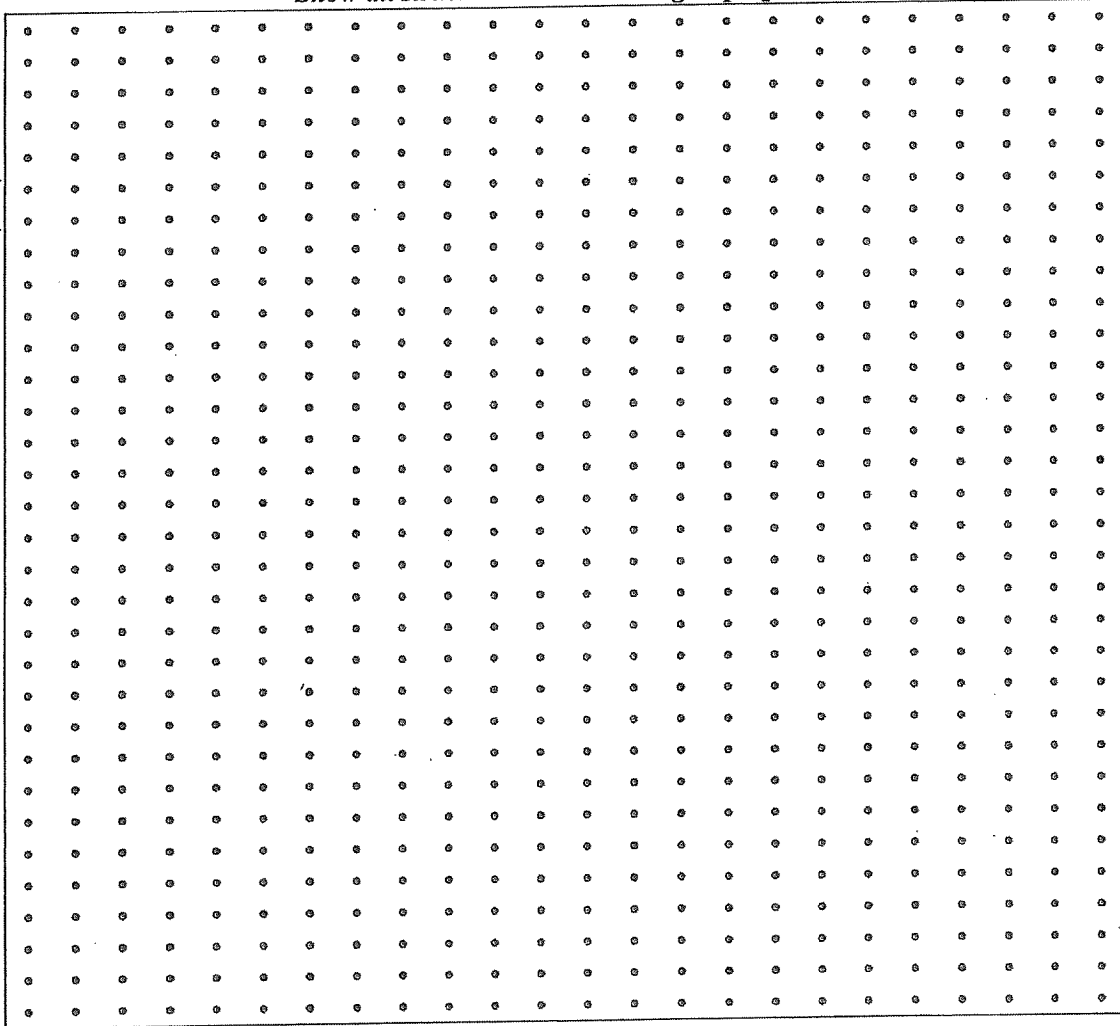
By entering my name below, I hereby attest under the pains and penalties of perjury that all of the information contained in this application is true and accurate to the best of my knowledge and understanding.

ATRIUM PROPERTY SERVICES, INC
JEFFREY L. GURNEY MANAGING AGENT 413-569-5557 12/31/2
 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

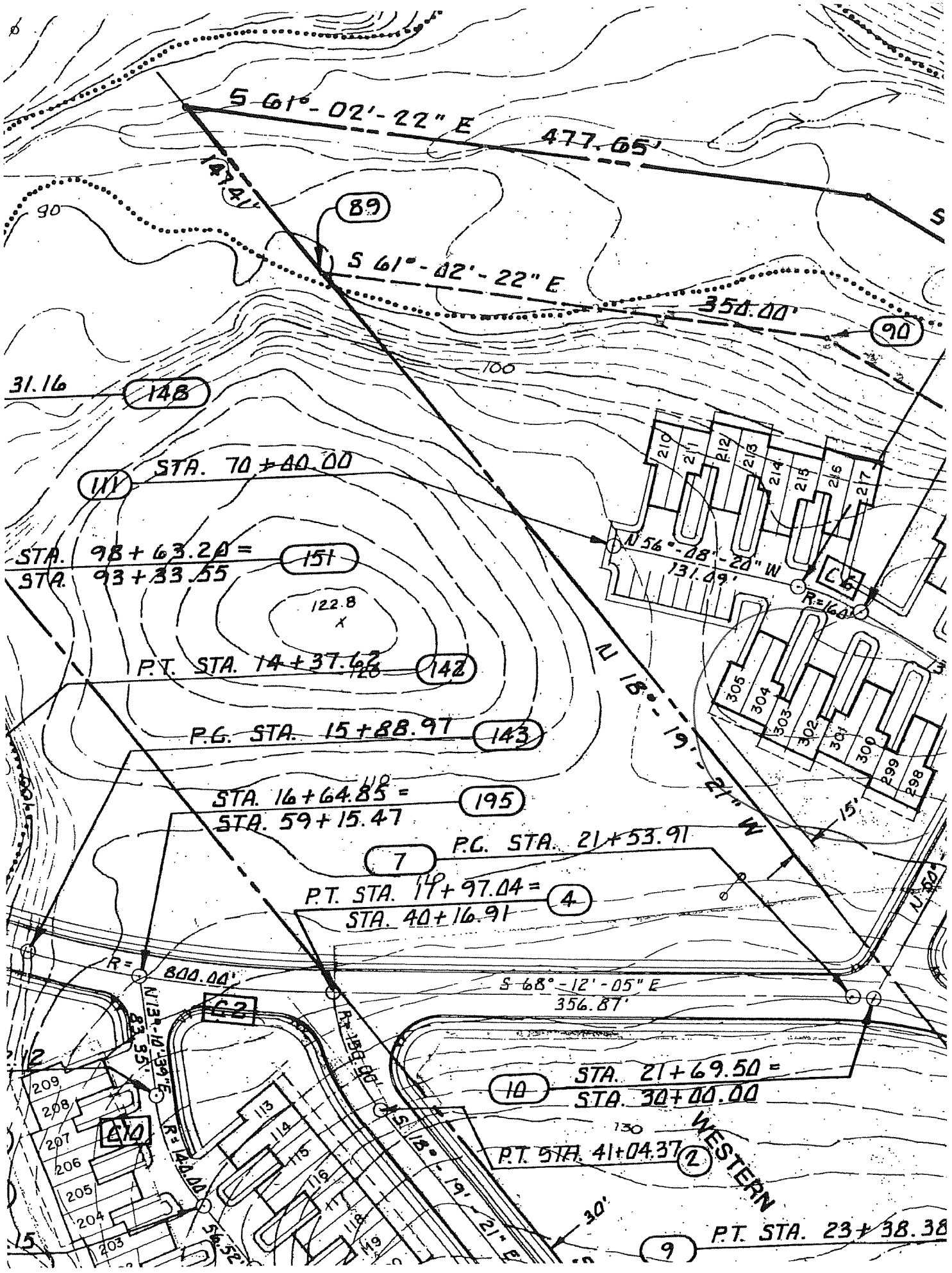
Show all structures on lot existing or proposed



Front Property Line

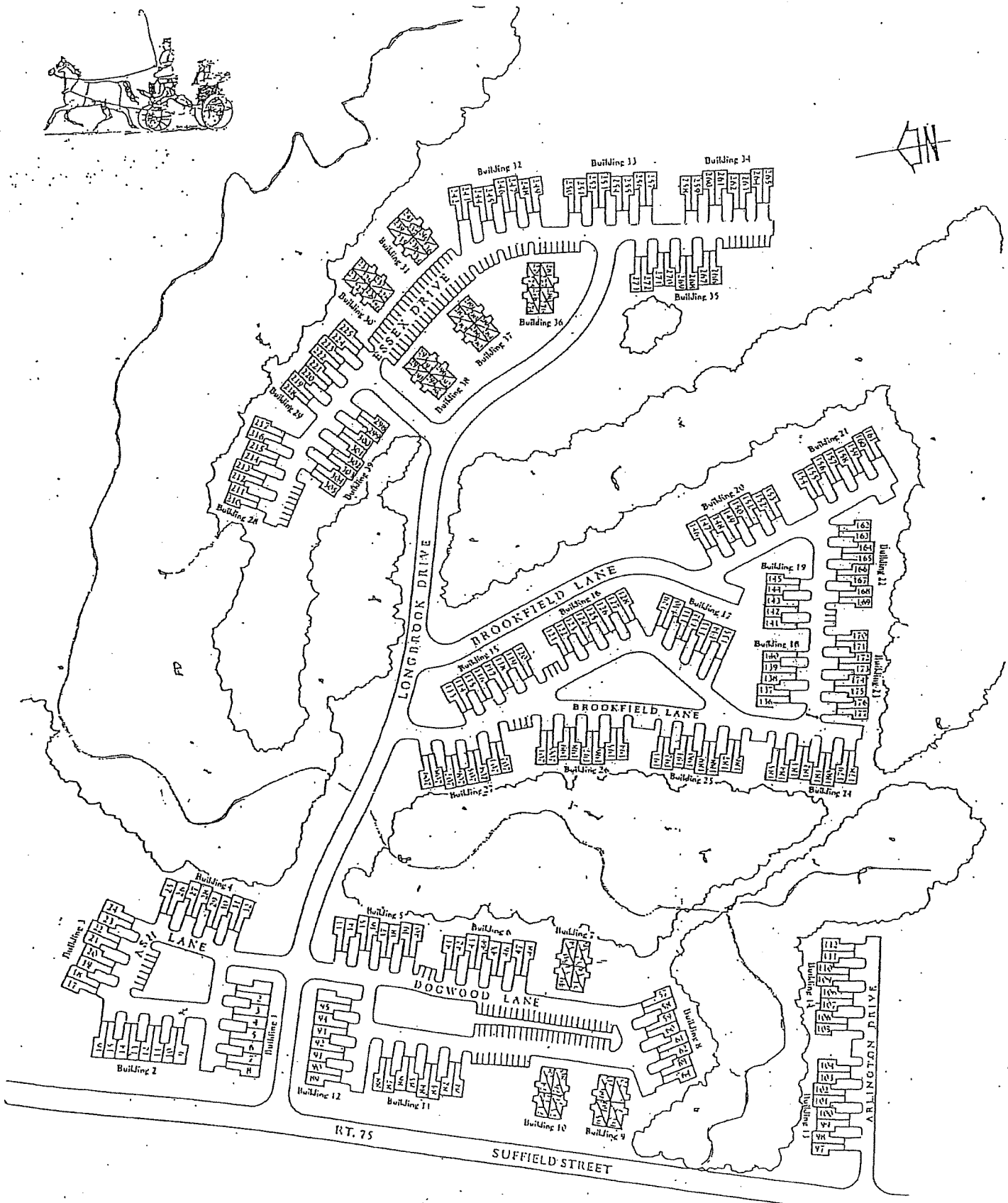
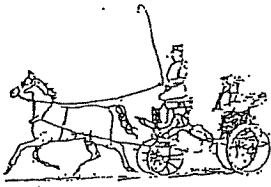
Please indicate setbacks for all proposed work

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



$S\ 61^{\circ}-02'-22''\ E$ 477.65'
 $S\ 61^{\circ}-02'-22''\ E$ 350.00'
 31.16 148
 STA. 70+80.00
 $STA.\ 98+63.20 =$ 151
 $STA.\ 93+33.55$
 122.8
 P.T. STA. 14+37.62 142
 P.G. STA. 15+88.91 143
 $STA.\ 16+64.85 =$ 195
 $STA.\ 59+15.47$
 P.C. STA. 21+53.91
 7
 P.T. STA. 17+97.04 = 4
 $STA.\ 40+16.91$
 $R = 800.00'$
 $S\ 68^{\circ}-12'-05''\ E$ 356.87'
 $STA.\ 21+69.50 =$
 $STA.\ 30+00.00$
 10
 P.T. STA. 41+04.37 2
 WESTERN
 P.T. STA. 23+38.38 9

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



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): Atium 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:		Type of project (required):
1. <input checked="" type="checkbox"/> I am an employer with <u>13</u> employees (full and/or part-time).* 2. <input type="checkbox"/> I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required.] 3. <input type="checkbox"/> I am a homeowner doing all work myself. [No workers' comp. insurance required.] †	4. <input type="checkbox"/> 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. <input type="checkbox"/> 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.]	6. <input type="checkbox"/> New construction 7. <input type="checkbox"/> Remodeling 8. <input type="checkbox"/> Demolition 9. <input type="checkbox"/> Building addition 10. <input type="checkbox"/> Electrical repairs or additions 11. <input type="checkbox"/> Plumbing repairs or additions 12. <input type="checkbox"/> Roof repairs 13. <input checked="" type="checkbox"/> Other <u>REPAIR/REPLACE DOOR(S) + WINDOW(S)</u>

*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 attached 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: LONGBRIDGE STAPLEC - 298-305 CSEX 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 Gelinas PHONE (A/C, No, Ext): (413) 447-7376 E-MAIL ADDRESS: Wendy.Gelinas@bbrown.com	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Atrium Property Services Inc 476 College Hwy Southwick MA 01077	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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> 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 <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> 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	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO59808140	03/06/2025	03/06/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	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			PER STATUTE OTH-ER 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. Gelinas

© 1988-2015 ACORD CORPORATION. All rights reserved.



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.

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PRODUCER BROWN & BROWN INSURANCE SERVICES INC 980 Washington Street Suite 325 Dedham MA 02026	CONTACT NAME: Marion Lentes	FAX (A/C, No):
	PHONE (A/C, No, Ext): (781) 455-6664	
	E-MAIL ADDRESS: marion.lentes@bbrown.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: HARTFORD UNDERWRITERS INS CO	30104
	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 <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> 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 <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> 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 <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> 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	6S60UB0W42427925	03/06/2025	03/06/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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

[Handwritten 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 <input type="checkbox"/> No <input type="checkbox"/>	Provider notified and Release obtained?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Gas Shut Off?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Provider notified and Release obtained?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Electricity Shut Off?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Provider notified and Release obtained?	Yes <input type="checkbox"/> No <input type="checkbox"/>
_____	Yes <input type="checkbox"/> No <input type="checkbox"/>	Provider notified and Release obtained?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Other (if applicable)	Yes <input type="checkbox"/> No <input type="checkbox"/>	Provider notified and Release obtained?	Yes <input type="checkbox"/> No <input type="checkbox"/>
_____		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	

2025 SEP 11 10 51 AM
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2025 SEP 11 10 51 AM

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

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SEE
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268

8359 155

MASTER DEED
OF THE
SUFFIELD COMMONS CONDOMINIUM

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



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

ATTEST:

Chl A. Coakley-Rivera, Esq.

REGISTER OF DEEDS

MASTER DEED
OF THE
SUFFIELD COMMONS CONDOMINIUM

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MASTER DEED
OF THE
SUFFIELD COMMONS CONDOMINIUM

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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REGISTER OF DEEDS

recording 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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REGISTER OF DEEDS

(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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REGISTER OF DEEDS

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 employes 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 not 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 M. PACELLA, Notary Public
My Commission Expires: 10/20/89



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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 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.

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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.

A TRUE PHOTOCOPY AS RECORDED IN
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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>
<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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<u>UNIT DESIGNATION & LOCATION</u>	<u>UNDIVIDED INTEREST IN THE COMMON ELEMENTS</u>
<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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REGISTER OF DEEDS

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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REGISTER OF DEEDS

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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<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

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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

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<u>UNIT DESIGNATION & LOCATION</u>	<u>UNDIVIDED INTEREST IN THE COMMON ELEMENTS</u>
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BUILDING #11

Unit 8100339
Unit 8200339
Unit 8300339
Unit 8400339
Unit 8500339
Unit 86 .....	.00339
Unit 87 .....	.00339
Unit 88	<u>.00339</u>

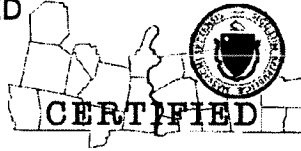
BUILDING TOTAL OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS	.02712
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BUILDING #12

Unit 8900339
Unit 9000339
Unit 9100339
Unit 9200339
Unit 9300339
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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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

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<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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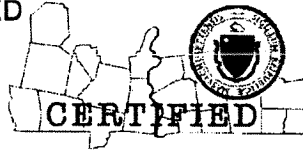
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<u>UNIT DESIGNATION & LOCATION</u>	<u>UNDIVIDED INTEREST IN THE COMMON ELEMENTS</u>
<u>BUILDING #17</u>	
Unit 129 .....	.00339
Unit 130 .....	.00339
Unit 131 .....	.00339
Unit 132 .....	.00339
Unit 133 .....	.00339
Unit 134 .....	.00339
Unit 135	<u>.00339</u>
BUILDING TOTAL OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS	.02373

<u>BUILDING #18</u>	
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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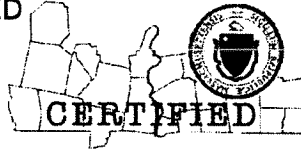
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<u>UNIT DESIGNATION & LOCATION</u>	<u>UNDIVIDED INTEREST IN THE COMMON ELEMENTS</u>
<u>BUILDING #21</u>	
Unit 154 .....	.00339
Unit 155 .....	.00339
Unit 156 .....	.00339
Unit 157 .....	.00339
Unit 158 .....	.00339
Unit 159 .....	.00339
Unit 160 .....	.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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<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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<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

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<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

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<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

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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

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REGISTER OF DEEDS

<u>UNIT DESIGNATION & LOCATION</u>	<u>UNDIVIDED INTEREST IN THE COMMON ELEMENTS</u>
<u>BUILDING #35</u>	
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

<u>BUILDING #36</u>	
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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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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REGISTER OF DEEDS

BUILDING SUMMARY OF SCHEDULE D

BUILDING #102712
BUILDING #202712
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 #2002712
BUILDING #2102712
BUILDING #2202712
BUILDING #2302712

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REGISTER OF DEEDS

BUILDING #2402712
BUILDING #2502712
BUILDING #2602712
BUILDING #2702712
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

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REGISTER OF DEEDS

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
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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

REC'D
MAR 9 10 55 AM '26
REGISTRY OF DEEDS
SPRINGFIELD, MA

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

Bk 17167 Pg121 #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:

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HAMPDEN COUNTY REGISTRY OF DEEDS
AND IT IS SO CERTIFIED



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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.

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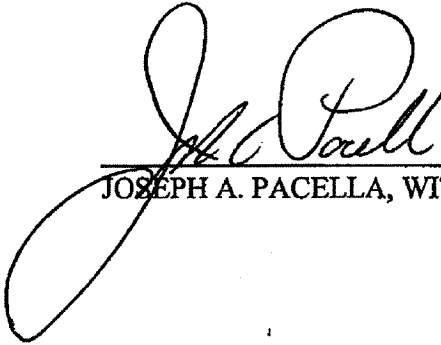
ATTEST:

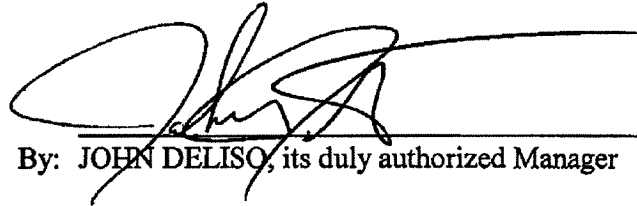
Chl A. Coakley-Rivera, Esq.

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

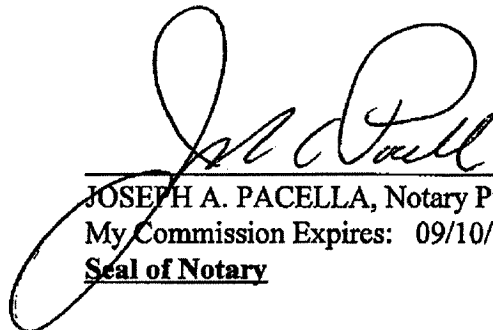

JOSEPH A. PACELLA, WITNESS


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
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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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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. PABELLA 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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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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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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- 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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REGISTER OF DEEDS

SCHEDULE C

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

UNIT DESIGNATION & LOCATION UNDIVIDED INTEREST
IN THE COMMON ELEMENTS

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 ELEMENTS0428064

BUILDING #2 (PHASE III)

Unit 9 .....	.0053508
Unit 100053508
Unit 110053508
Unit 120053508
Unit 130053508
Unit 140053508

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Chl A. Coakley-Rivera, Esq.

REGISTER OF DEEDS

Unit 150053508
Unit 16	<u>.0053508</u>

BUILDING TOTAL OF UNDIVIDED INTEREST IN
THE COMMON ELEMENTS0428064

BUILDING #3 (PHASE V)

Unit 17 .....	.0053508
Unit 18 .....	.0053508
Unit 19 .....	.0053508
Unit 20 .....	.0053508
Unit 21 .....	.0053508
Unit 22 .....	.0053508
Unit 23 .....	.0053508
Unit 24	<u>.0053508</u>

BUILDING TOTAL OF UNDIVIDED INTEREST IN
THE COMMON ELEMENTS0428064

BUILDING #4 (PHASE IV)

Unit 250053508
Unit 260053508
Unit 270053508
Unit 280053508
Unit 290053508

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REGISTER OF DEEDS

Unit 300053508
Unit 310053508
Unit 32	<u>.0053508</u>

BUILDING TOTAL OF UNDIVIDED INTEREST IN
THE COMMON ELEMENTS0428064

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 ELEMENTS0428064

BUILDING #6 (PHASE I)

Unit 410053508
Unit 420053508
Unit 430053508
Unit 440053508

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Unit 450053508
Unit 460053508
Unit 470053508
Unit 48	<u>.0053508</u>

BUILDING TOTAL OF UNDIVIDED INTEREST IN
THE COMMON ELEMENTS0428064

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 ELEMENTS0368250

BUILDING #8 (PHASE II)

Unit 570053508
Unit 580053508
Unit 590053508

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Unit 600053508
Unit 610053508
Unit 620053508
Unit 630053508
Unit 64	<u>.0053508</u>

BUILDING TOTAL OF UNDIVIDED INTEREST IN
THE COMMON ELEMENTS0428064

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 ELEMENTS0368250

BUILDING #10 (PHASE II)

Unit 730046065
Unit 740046065

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Unit 750046065
Unit 760046065
Unit 770046065
Unit 780046065
Unit 790046065
Unit 80	<u>.0046065</u>

BUILDING TOTAL OF UNDIVIDED INTEREST IN
THE COMMON ELEMENTS0368250

BUILDING #11 (PHASE I)

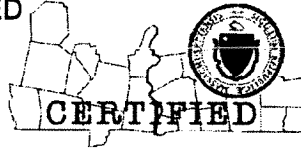
Unit 81 .....	.0053508
Unit 82 .....	.0053508
Unit 83 .....	.0053508
Unit 84 .....	.0053508
Unit 85 .....	.0053508
Unit 86 .....	.0053508
Unit 87 .....	.0053508
Unit 88	<u>.0053508</u>

BUILDING TOTAL OF UNDIVIDED INTEREST IN
THE COMMON ELEMENTS0428064

BUILDING #12 (PHASE I)

Unit 890053508
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Unit 900053508
Unit 910053508
Unit 920053508
Unit 930053508
Unit 940053508
Unit 95 .....	.0053508
Unit 96	<u>.0053508</u>

BUILDING TOTAL OF UNDIVIDED INTEREST IN
THE COMMON ELEMENTS0428064

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 ELEMENTS0344656

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AND IT IS SO CERTIFIED



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

ATTEST:

Chl A. Coakley-Rivera, Esq.

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

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



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

ATTEST:

Chl A. Coakley-Rivera, Esq.

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

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



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

ATTEST:

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 ELEMENTS0428064

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 ELEMENTS0428064

BUILDING #22 (PHASE XIV)

Unit 1620053508
Unit 1630053508
Unit 1640053508

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

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 ELEMENTS0428064

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 ELEMENTS0428064

BUILDING #24 (PHASE XII)

Unit 1780043082
Unit 1790043082

A TRUE PHOTOCOPY AS RECORDED IN
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ATTEST:

Chl A. Coakley-Rivera, Esq.

REGISTER OF DEEDS

Unit 1800043082
Unit 1810043082
Unit 182 .....	.0043082
Unit 183 .....	.0043082
Unit 184 .....	.0043082
Unit 185	<u>.0043082</u>

BUILDING TOTAL OF UNDIVIDED INTEREST IN
THE COMMON ELEMENTS0344656

BUILDING #25 (PHASE XI)

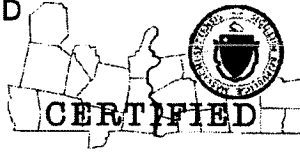
Unit 186 .....	.0043082
Unit 187 .....	.0043082
Unit 188 .....	.0043082
Unit 189 .....	.0043082
Unit 190 .....	.0043082
Unit 191 .....	.0043082
Unit 192 .....	.0043082
Unit 193	<u>.0043082</u>

BUILDING TOTAL OF UNDIVIDED INTEREST IN
THE COMMON ELEMENTS0344656

BUILDING #26 (PHASE X)

Unit 1940043082
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A TRUE PHOTOCOPY AS RECORDED IN
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AND IT IS SO CERTIFIED



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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



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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 ELEMENTS0321048

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



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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

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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

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

ATTEST:

Chf A. Coakley-Rivera, Esq.

REGISTER OF DEEDS

March 11, 2008

Mr. John Deliso
GFI Partners
21 Drumlin Road
West Simsbury, CT 06092

Certified Mail

Re: Building #39

Dear Mr. Deliso:

This letter is to inform you that a stop work order was issued today on Building #39, Units #304 & #305. The above referenced property is in violation of a Board of Appeals decision #1191, dated April 6, 1987, regarding rear setbacks. Construction must cease forthwith and no further work may commence until you apply to, and are approved by the Board of Appeals. If you are aggrieved by my stop work order you may appeal my decision to the Board of Appeals.

A fine, or imprisonment, or both will be imposed if construction is commenced without notifying this office. If you should have any questions, please do not hesitate to contact this office.

Sincerely,

Dominic Urbinati
Inspector of Buildings

DU/bb

Cc: Mayor Dawson
Christopher Johnson

Section 4-21

Enforcement

[G.L. c. 40A, § 7 and G.L. c. 40, § 21D]

1.0 – Introduction

1.1 – OVERVIEW – Zoning enforcement is covered by G.L. c. 40A, § 7. In addition, G.L. 40, § 21D, provides an alternative method of enforcement to the criminal proceedings found in § 7. Violations of municipal ordinances and bylaws are criminal in nature, and in the absence of the “non-criminal” disposition provisions of G.L. c. 40, § 21D, they must be prosecuted as misdemeanors. (See Section 4.0 below).

2.0 – Enforcement

2.1 – ZONING ENFORCEMENT OFFICER – The zoning enforcement officer shall be charged with enforcing the zoning ordinance or bylaw and may be the inspector of buildings, building commissioner, or local inspector. If none of the above are in a town, then it may be either the board of selectmen or a person or board designated by bylaw.

2.2 – PERMIT ISSUANCE/WITHHOLDING – The zoning enforcement officer shall withhold a permit for the construction, alteration, or moving of any building or structure if the construction, alteration, or moving activity would be in violation of any zoning ordinance or bylaw. No permit or license shall be issued for a new use of a building, structure, or land where such use would be in violation of any zoning ordinance or bylaw.

2.3 – REQUEST FOR ENFORCEMENT – If the officer charged with enforcement is requested in writing to enforce a bylaw or ordinance against a person allegedly in violation of the same, and the officer declines to act, then that officer, within 14 days of receipt of the request, shall notify the party requesting enforcement in writing and provide reasons for declining to act.

Under Massachusetts law, there is no appealable decision until and unless the officer charged with enforcement has issued a written denial of request to enforce the ordinance or bylaw. In Elio v. Zoning Board of Appeals of Barnstable, 55 Mass. App. Ct. 424 (2002), it was held that the 14-day requirement in G.L. c. 40A, § 7, is directory and not mandatory and that the officer’s failure to respond within that time neither constitutes a constructive denial nor an issue appealable to the ZBA. It does, however, start the clock running on the 30-day court appeal period under G.L. c. 40A, § 15. [See also Vokes v. Lovell, Inc., 18 Mass. App. Ct. 471 (1984) and Connors v. Annino, 460 Mass. 790 (2011)]

Reliance on opinions expressed by the building inspector or other local public officials is not sufficient to protect the owner from enforcement under this section. Building Inspector of Malden v. Werlin Realty, Inc., 349 Mass. 623 (1965). Municipalities are not ordinarily bound by acts of its officers from enforcing its zoning bylaw or ordinance. Building Inspector of Lancaster v. Sanderson, 372 Mass. 157 (1977).

2.4 – ENFORCEMENT OF PERMIT CONDITIONS – Section 7 may also be used to enforce conditions imposed in special permits, variances, and site plan review decisions. An alleged violation under § 7 can be a violation of a zoning ordinance or bylaw, or a violation of the conditions of a variance or special permit.

In *Wyman vs. Zoning Board of Appeals of Grafton*, 47 Mass. 635 (1999), the court determined that conditions of a variance or special permit are “subsumed in the provisions of c. 40A . . . they are part of the zoning law to be enforced.”

2.5 – AGGRIEVED PARTY – A person who requests in writing that the enforcement officer enforce the zoning bylaw need not be an aggrieved party. However to go beyond that stage, if the request for enforcement is rejected, a party must be a “person aggrieved” by the official’s action or non-action. *Warrington v. Zoning Bd. of Appeals of Rutland*, 78 Mass. App. Ct. 903 (2010).

The right of appeal arises when the enforcement officer acts on the request or after 14 days have elapsed without official action. “Aggrievement” to challenge a decision requires a showing of more than minimal harm. The adverse effect on a plaintiff must be substantial enough to constitute actual aggrievement such that there can be no question that the plaintiff should be afforded the opportunity to seek a remedy. *Kenner v. Zoning Bd. of Appeals of Chatham*, 459 Mass. 115 (2011).

2.6 – PENALTY/FINES – The bylaw or ordinance shall not assess a penalty of more than \$300 for a zoning violation. The bylaw or ordinance may specify that each day a violation continues it shall constitute a separate offense; however, monetary penalties for violations of a bylaw or ordinance silent on continuing violations are limited to \$300 total.

3.0 – Limitations on Enforcement

3.1 – OVERVIEW – Section 7 governs any action, suit, or proceeding in any court or administrative agency “to recover a fine or damages or to compel the removal, alteration, or relocation of any structure or part of a structure or alteration of a structure” for violation of the zoning ordinance or bylaw in accordance with G.L. c. 40A, §§ 8 and 17. There are 2 major limitations on any such effort, however.

3.1.1 – Six-Year Limitation (Uses and Structures) – Original Building Permit – The first limitation involves building permits and property that has been improved and used in accordance with the terms of the original building permit. There is a 6-year statute of limitations on zoning enforcement under this provision, from the commencement of the violation.

In this case any effort to recover a fine or damages or to compel the abandonment, limitation, or modification of the use allowed, or the removal, alteration, or relocation of any structure or part of a structure or alteration of a structure must be brought, and notice filed in the registry of deeds, within 6 years after the commencement of the violation.

3.1.2 – TEN-YEAR LIMITATION (STRUCTURES) – ZONING & PERMIT VIOLATIONS – The second limitation is more extensive in scope and involves structures – not uses – that violate the zoning ordinance or bylaw, or conditions of a special permit or variance, where such structures have not been improved or used in accordance with a building permit. There is a 10-year statute of limitations on enforcement under this provision.

This limitation provides that:

[N]o criminal or civil action intended to compel the removal, alteration, or relocation of a structure by reason of an alleged violation of this chapter or of an ordinance or by-law adopted under this chapter or the conditions of a variance or special permit shall be maintained unless the action, suit or proceeding is commenced and notice of the action, suit or proceeding is recorded in the registry of deeds for each county or district in which the land lies or, in the case of registered land, the notice is filed in the registry district in which the land lies within 10 years of the commencement of the alleged violation.

3.1.2.1 – STRUCTURE VERSUS USE – Note that unlike structural violations for which no permit was obtained, which enjoy a 10-year statute of limitations period, no such protection is afforded to use violations unsanctioned by any permit which are enforceable without limitation of time. *Moreis v. Oak Bluffs Bd. of Appeal*, 62 Mass. App. Ct. 53 (2004),

3.1.2.2 – Illegal Structure Versus Legal Nonconforming Structure – Prior to November 2, 2016, the expiration of the 10-year statute governing enforcement of a zoning regulation did not remove the illegality of an unlawful structure; it simply protected it from enforcement action. A corollary of this had been that such a structure did not acquire the status of a lawful nonconforming structure and was thus barred from the latitude accorded under G.L. c. 40A, § 6, governing expansion and extension of nonconformities. *Patenaude v. Zoning Bd. of Appeals of Dracut*, 82 Mass. App. Ct. 914 (2012), review denied, 464 Mass. 1104. (2013).

However, by § 2 of Chapter 184 of the Acts of 2016, effective November 2, 2016, such structures were accorded “legally non-conforming” status for purposes of G.L. c. 40A, § 6, as well as for any local ordinance or bylaw relating to non-conforming structures. The following 3 paragraphs were inserted into G.L. c. 40A, § 7:

If real property has been improved by the erection or alteration of 1 or more structures and the structures or alterations have been in existence for a period of at least 10 years and no notice of an action, suit or proceeding as to an alleged violation of this chapter or of an ordinance or by-law adopted under this chapter has been recorded in the registry of deeds for the county or district in which the real estate is located or, in the case of registered land, has been filed in the registry district in which the land is located within a period of 10 years from the date the structures were erected, then the structures shall be deemed, for zoning purposes, to be legally non-conforming structures subject to section 6 and any local ordinance or by-law relating to non-conforming structures.

Notice of an action, suit or proceeding shall include the name of not less than one of the owners of record, the name of the person initiating the action and adequate identification of the structure and the alleged violation.

The superior court and the land court shall have the jurisdiction to enforce the provisions of this chapter, and any ordinances or by-laws adopted thereunder, and may restrain by injunction violations thereof.

What this means is that property owners enjoying the enhanced benefits accorded under the 2016 statutory amendment and who wish to alter, extend or reconstruct a non-conforming structure may now apply for a G.L. c. 40A, § 6, “finding” or special permit in lieu of having to seek a variance.

3.2 – NOTICE – The notice of zoning enforcement under 3.1.1 and 3.1.2 above shall include the names of one or more of the owners of record, the name of the person initiating the action, adequate identification of the structure, and the violation alleged.

4.0 – Non-criminal Disposition

4.1 – INTRODUCTION – In lieu of enforcing zoning violations through the criminal proceedings of § 7, above, G.L. 40, § 21D, equips cities and towns to adopt an ordinance or bylaw that provides for non-criminal disposition of violations of any ordinance or bylaw or rule or regulation, the violation of which is subject to a specific penalty.

4.2 – PROCESS – Any person empowered to enforce a local ordinance or bylaw may give a person who violates an ordinance or bylaw written notice to appear before the clerk of the district court not later than 21 days after the date of the notice. Any person notified may take one of the following actions:

- appear before the clerk of the district court and confess to the violation;
- pay the penalty for the violation to the city or town clerk; or
- if the person wishes to contest the notice they may, within 21 days of the date of the notice, request a hearing, in writing, before the district court.

4.3 – PENALTIES – Penalties shall not exceed \$300. Any penalties imposed under § 21D shall be paid to the city or town for use as it may decide. If the local ordinance or bylaw so provides, then each day of the violation shall be deemed a separate offense. It is important to note that § 21D cannot be used by the city or town when the penalty established in the ordinance or bylaw is expressed as a range – e.g., “an amount not to exceed \$300” – but is available for use only where the penalty is a specific amount – e.g., \$300.

Fines cannot be collected in civil enforcement proceedings. In *Burlington Sand & Gravel, Inc. v. Town of Harvard*, 31 Mass. App. Ct. 261 (1961), the Appeals Court held that the Town of Harvard, which brought a zoning bylaw enforcement action under G.L. c. 40A, § 7, lacked authority under that section to seek the assessment of civil penalties (fines) but, instead, was limited to pursuing criminal prosecutions under G. L. c. 40, § 21, or noncriminal proceedings pursuant to G. L. c. 40, § 21D.



Town of Agawam

Building Division

1000 Suffield Street, Agawam, MA
Tel. 413-821-0632



Construction Cost: **\$875,000.00**

Fee Paid: **\$4,603.20**

Date Issued: **7/24/2007**

Parcel ID: **0**

No. of Units: **8**

Permit No. **B-2007-000354**

Parent PIN

PERMIT TO BUILD

This certifies that **GFI LONGBROOK, LLC**

has permission to erect, alter, or demolish a building on: **298-305 ESSEX DR**

as follows: **Construct 8 condominium units #298-305**

(Estimated Cost: \$875,000.) Receipt #47115, Zone:Res. A3

provided that the person accepting this permit shall in every respect conform to the terms of the application therefore on file in this office, and to the provisions of regulations or ordinances relating to the Location, Inspection, Alteration and Construction of Buildings in the of Agawam.

NOTE: The recipient of this permit accepts this permit on the condition that, as owner or as agent of the owner, he/she agrees to comply with all Building & Zoning Regulations of the Town of Agawam & the State Statutes of the State of Massachusetts regarding the use, occupancy & type of building or structure to be constructed, added to, demolished, or altered. The recipient also agrees that this building is to be located the proper distance from all street lines, all property yard lines & required distances from all other zones & is located in a zone in which the building & its use is allowed or has been approved. Additional conditions listed below:

Comments:

Current Use Group: Proposed Use Group: Construction Type: **New** Occupant Load:

Owner Name: **GFI LONGBROOK, LLC** Phone: Address: **460 MAIN ST INDIAN ORCHARD, MA 01157**

Contractor Name	Address	License Number	Contact Phone Number
GFI Longbrook LLC	C/O GFI Management LLC, 133 Pearl St., Suite # 400		

Building Official

All Other Work and MEPs Require Separate Permits

Call 413-821-0632 For Inspection



TOWN OF AGAWAM
36 MAIN STREET
AGAWAM, MA 01001

BOARD OF APPEALS

FOR OFFICE USE ONLY	
Case #	<u>2046</u>
Filed	<u>3-9-2026</u>
Hearing	<u>4-27-2026</u>
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
Address

Property zoned as: Residence A-3 District

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 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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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
Page 9 of 9

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

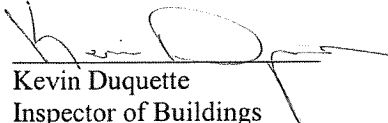
Jeffrey Gurney- Atrium Property Services, Inc.
476 College Highway
Southwick, MA 01077

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
4135695557

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

3667

1/6/26

PAY TO THE
ORDER OF

Town of Abington -

\$ 75.00

Seventy five and 00/100

DOLLARS

VALID

Perman/Perm - (w + 0)

⑈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 16th If New Construction check here or check all that apply in the two rows below

Existing 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) THERMOTRY 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 # 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 F2 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 <input checked="" type="checkbox"/> Private <input type="checkbox"/>	Flood Zone Information: Check if outside Flood Zone <input checked="" type="checkbox"/> or identify Zone: _____	Sewage Disposal: Indicate municipal <input checked="" type="checkbox"/> or on site system <input type="checkbox"/>	Trench Permit: A trench will not be required <input checked="" type="checkbox"/> or trench permit is enclosed <input type="checkbox"/>	Debris Removal: Licensed Disposal Site <input type="checkbox"/> or specify: <u>DUMPSTER SERVICES</u>
---	---	--	---	--

Railroad right-of-way: Not Applicable <input checked="" type="checkbox"/> or Consent to Build enclosed <input type="checkbox"/>	Hazards to Air Navigation: Is Structure within airport approach area? Yes <input type="checkbox"/> or No <input checked="" type="checkbox"/>	MA Historic Commission Review Process: Is their review completed? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
---	--	---

SECTION 8: CONTENT OF CERTIFICATE OF OCCUPANCY

Edition of Code: 5 Use Group(s): R-2 Type of Construction: FRAME
Does 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
Longbrook 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 MATT POMERON HIC REG # - 188772 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 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)
2. Electrical	\$	
3. Plumbing	\$	
4. Mechanical (HVAC)	\$	
5. Mechanical (Other)	\$	
6. Total Cost	\$ <u>8000.00</u>	Enclose check payable to _____ (contact municipality) and write check number here <u>3667</u>

SECTION 13: SIGNATURE OF BUILDING PERMIT APPLICANT

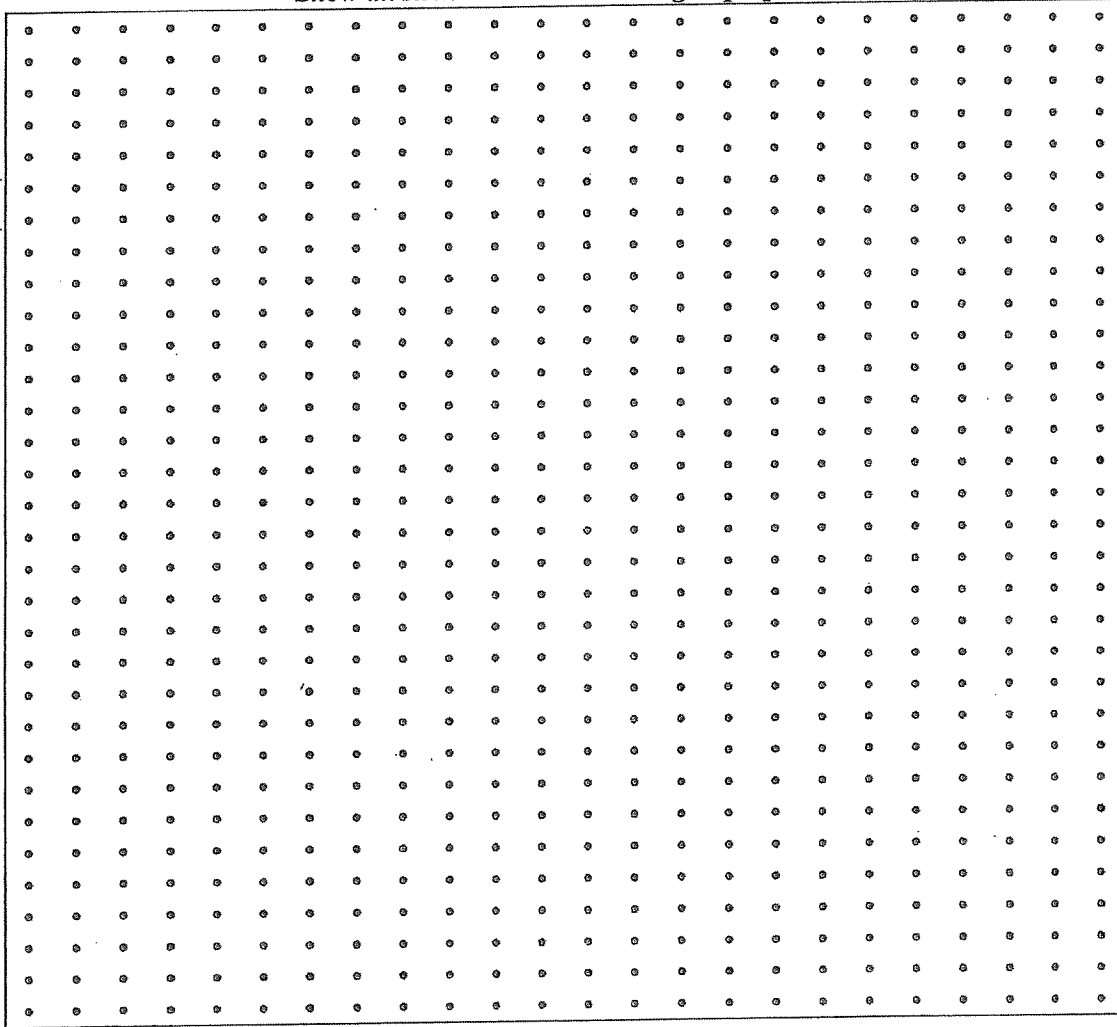
By entering my name below, I hereby attest under the pains and penalties of perjury that all of the information contained in this application is true and accurate to the best of my knowledge and understanding.

ATRIUM PROPERTY SERVICES, INC
JEFFREY L. GURNEY MANAGING AGENT 413-569-5557 12/31/20
 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

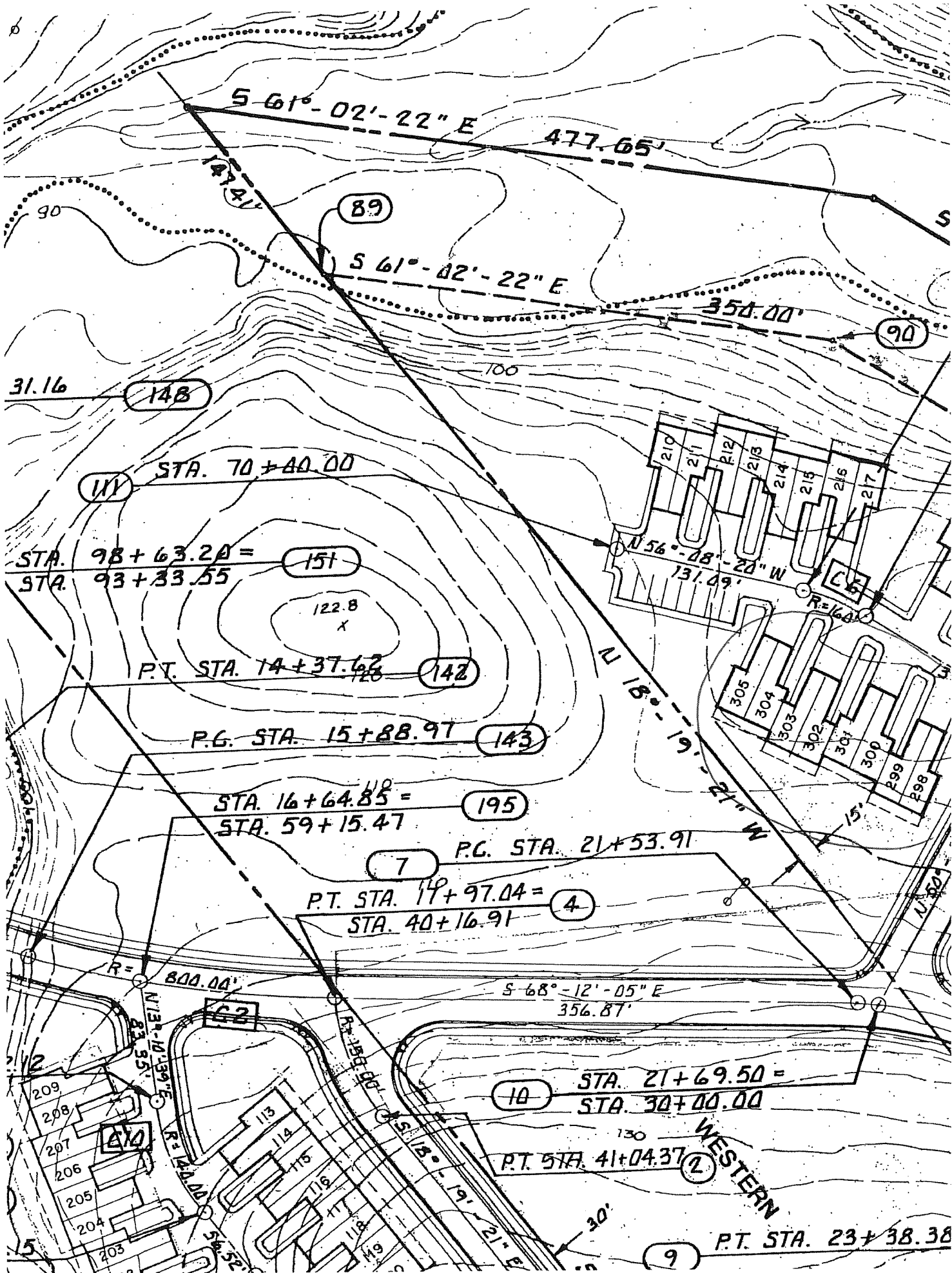
Show all structures on lot existing or proposed



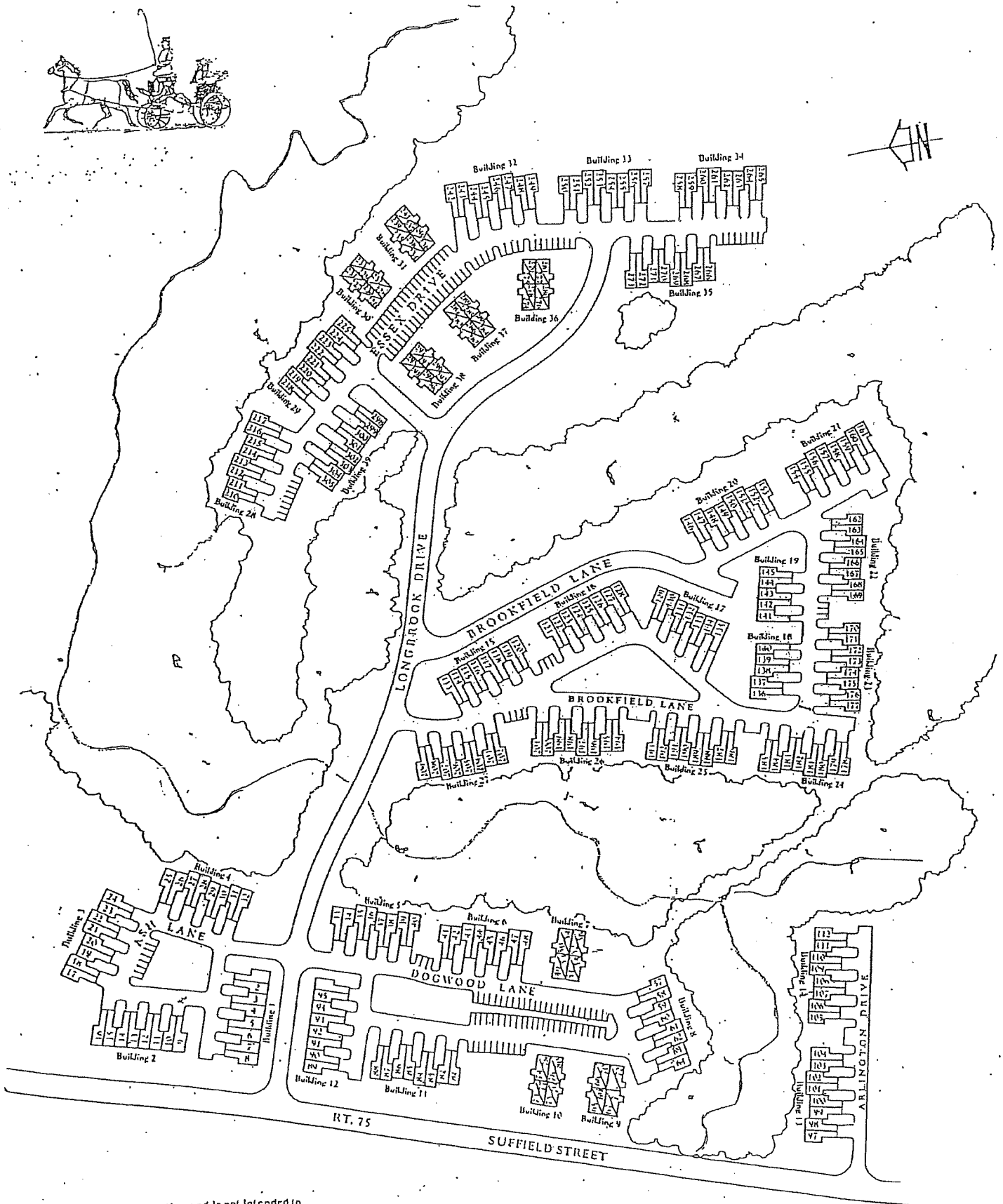
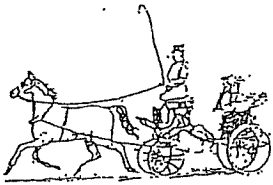
Front Property Line

Please indicate setbacks for all proposed work

PLEASE SEE ATTACHED FOR FULL SITE AND BUILDING 39,
298 - 305 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): Atavium Property Services Inc -
 Address: 476 College Highway
 City/State/Zip: Sutton MA 01077 Phone #: 413-569-5557

<p>Are you an employer? Check the appropriate box:</p> <p>1. <input checked="" type="checkbox"/> I am an employer with <u>13</u> employees (full and/or part-time).*</p> <p>2. <input type="checkbox"/> I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required.]</p> <p>3. <input type="checkbox"/> I am a homeowner doing all work myself. [No workers' comp. insurance required.] †</p> <p>4. <input type="checkbox"/> 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. ‡</p> <p>5. <input type="checkbox"/> 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.]</p>	<p>Type of project (required):</p> <p>6. <input type="checkbox"/> New construction</p> <p>7. <input type="checkbox"/> Remodeling</p> <p>8. <input type="checkbox"/> Demolition</p> <p>9. <input type="checkbox"/> Building addition</p> <p>10. <input type="checkbox"/> Electrical repairs or additions</p> <p>11. <input type="checkbox"/> Plumbing repairs or additions</p> <p>12. <input type="checkbox"/> Roof repairs</p> <p>13. <input checked="" type="checkbox"/> Other <u>REPAIR/REPLACE DOOR(S) + WINDOW(S)</u></p>
---	--

*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 attached 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: Longbranch Rd - 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 Brown & Brown Insurance Services, Inc. 75 S Church St, Suite 405 Pittsfield MA 01201	CONTACT NAME: Wendy Marie Gelinias	FAX (A/C, No):	
	PHONE (A/C, No, Ext): (413) 447-7376	E-MAIL ADDRESS: Wendy.Gelinias@bbrown.com	
INSURED Atrium Property Services Inc 476 College Hwy Southwick MA 01077	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	ADDD	SUBR	INSDD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> 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 <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> 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	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					USO59808140	03/06/2025	03/06/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	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					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 <i>Wendy M. Selman</i>

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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 <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			N/A			EACH OCCURRENCE	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			N/A			COMBINED SINGLE LIMIT (Ea accident)	\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			N/A			EACH OCCURRENCE	\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			6S60UB0W42427925	03/06/2025	03/06/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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

[Handwritten 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	Discipline	Expiration Date
Name (Registrant)	Telephone No.	e-mail address	Registration Number	
Street Address	City/Town	State	Discipline	Expiration Date
Name (Registrant)	Telephone No.	e-mail address	Registration Number	
Street Address	City/Town	State	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 <input type="checkbox"/> No <input type="checkbox"/>	Provider notified and Release obtained?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Gas Shut Off?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Provider notified and Release obtained?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Electricity Shut Off?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Provider notified and Release obtained?	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Yes <input type="checkbox"/> No <input type="checkbox"/>	Provider notified and Release obtained?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Other (if applicable)	Yes <input type="checkbox"/> No <input type="checkbox"/>	Provider notified and Release obtained?	Yes <input type="checkbox"/> No <input type="checkbox"/>
		Other (if applicable)	



TOWN OF AGAWAM
36 MAIN STREET
AGAWAM, MA 01001

BOARD OF APPEALS

FOR OFFICE USE ONLY	
Case #:	<u>2045</u>
Filed:	<u>3.9.2026</u>
Hearing:	<u>4.27.2026</u>
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.

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 written in a cursive, flowing style.

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

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.

MINUTES, April 27, 2026

Chairperson Prouty opened the meeting at 6PM

1. Case #2043, Tsimoshak, 371 S. Westfield (continued hearing)

Sitting on this case: Doreen Prouty-Chair, Richard Maggi, Vice-Chair; Vincenzo Ronghi, Acting Clerk

John Masuck of R. Levesque Associates presented an amended site plan as requested by this Board from the previous hearing. The new site plan shows the relocated parking for customers and employees. It also shows the boundaries of the two parcels which together create the subject property identified as 371 S. Westfield St. Member Savonin questioned whether the parking area for the vehicles to be sold are located 5feet back from the road. An actual photo showing that location was presented. The members are satisfied such requirement has been met. Chair Prouty explained the 20 day appeal period, closed the public hearing, and opened the public meeting. The members are satisfied all requirements have been met. Chair Prouty called for a vote to approve this Special Permit request. Ronghi-yes, Maggi-yes, Prouty-yes. The voting members also approved the conditions, including: building according to the plan provided and signed by the members, a maximum of 16 vehicles, hours of operation Monday-Friday 8am to 6pm, outdoor lighting directed inwardly, record with the registry of deeds and special permit becomes null and void if not commenced within 3 years from the date of this decision.

2. Case # 2045, Longbrook Estates Condominium Trust (appeal from Building Inspector's decision)

Sitting on this case: Doreen Prouty, Chair; Richard Maggi, Vice-Chair; Vincenzo Ronghi, Acting Clerk

Chair Prouty introduced the members of the Board and explained the procedure to be followed. Attorney Elizabeth Lake spoke for the petitioner. She quickly summarized the history of "Building 39" (the structure in question) which is located on land known as Longbrook Estates. She explained a suit was filed by the Condominium Trust with the Land Court in 2008 seeking to overturn the 2008 ZBA decision regarding Building 39. That ZBA decision concluded that only Units 304 and 305 of Building 39 were in violation of the 1987 ZBA decision that granted a 17 foot relief from the required 40 foot setback. The Land Court case was eventually dismissed in 2011. There has been no other action taken since that time. Ms. Denise Beaulier and Ms. Marie Izzo, both currently on the Condominium Trust board, stated Building 39 has not been occupied.

Member Maggi questioned Att. Lake, asking who is responsible for filing with the registry of deeds. Att. Lake stated the plaintiff. After more questions from Member Maggi regarding this issue, Att. Lake stated she will look into this matter. Members Ronghi and Prouty agreed that more specific information is needed on this issue. The members agreed to continue this case to our next scheduled meeting on May 11th, after the already scheduled cases at 7PM.

3. Case# 2046, Longbrook Estates Condominium Trust (Variance)

Sitting on this case: Doreen Prouty, Chair; Richard Maggi, Vice-Chair; Vincenzo Ronghi, Acting Clerk

Chair Prouty asked Att, Lake if she wanted the present this case for a Variance, Att, Lake and the Board members agreed to also continue this case to May 11th. The reasoning is that the issue whether Building 39 is considered a legal nonconforming structure needs to be settled before this request for a Variance.

4. Case# 2044, Agawam Ma Shoemaker Ln Solar LLV (continued hearing)

Sitting on this case: Doreen Prouty, Chair; Richard Maggi, Vice-Chair; Viktor Savonin, Acting Clerk

MINUTES, April 27, 2026 (p.2)

Attorney Ryan O'Hara again stated his client's position that the proposed agrivoltaics system is exempt from local zoning ordinances. Chair Prouty read MGL61A, Section 2A (d) into the record. Mr. David Fleury of 281 Shoemaker Lane spoke in opposition. He stated even though agriculture is exempt, the land is still zoning Residence A-3 and large-scale solar systems are prohibited. The solar system should not be approved. There were no other questions from the Board. Chair Prouty explained the 20-day appeal period, closed the public hearing and opened the public meeting.

The members agree the proposed agrivoltaics solar system will be used on land being farmed for an agricultural purpose as defined under MGLCh.40A, Section 3. The petitioner has stated it will apply to the state, under the provisions afforded such systems in MGLCh.61, Section 2A. The members agree the petitioner has shown the proposed solar array is exempt, if used alongside the agricultural use of the land, under MGL, Ch. 61A, Section 2A. Chair Prouty called for a vote to overturn the Inspection of Buildings's denial for a building permit. Savonin-yes, Maggi-yes; Prouty-yes.

5. Approval of April 13, 2026 minutes.

Member Ronghi made a motion to approve the minutes as written. Member Savonin seconded the motion. All in favor.

6. Any other discussion

The issue of requesting outside legal counsel for the Longbrook Estates cases was discussed. Member Maggi stated he would like to hear what Att. Lake will say at our next hearing before the Board decides whether or not to request such counsel. All agreed to wait until after the next hearing.

There were no other issues discussed.

Motion to adjourn by Member Ronghi, seconded by Member Maggi. All in favor. Chair Prouty closed the meeting at 8:15PM.