Cooks Farm Orchard

95.39 +/- Acres | 106 Haynes Hill Road Brimfield, MA



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LandVest

CHRISTIE'S INTERNATIONAL REAL ESTATE

All information provided is deemed reliable but is not guaranteed and should be independently verified. C8001295

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A. STATEMENT OF LIMITATIONS

This Property Profile is a compilation of public record information and additional information from the Seller regarding approximately 95.39 acres +/-acres of land and improvements. The property is located at 106 Haynes Hill Road Brimfield , Massachusetts and is currently offered for sale by LandVest, Inc. (hereinafter, the Offered Property).

Neither the Seller nor Seller's representatives make any express or implied representation or warranty as to the accuracy or completeness of any information in this information package or any of the exhibits attached hereto, and none of such persons shall have any liability relating to or arising from use of any information or any errors there in or omissions there from. Prospective buyers are not entitled to rely on the accuracy or completeness of this information and shall be entitled to rely solely on such representations and warranties as may be in a Purchase and Sale Agreement relating to the proposed acquisition, subject to the terms and conditions of such agreement.

Any alternative use of the Offered Property implied in this information package **does not** constitute a warranty or guarantee of approval. It is the sole responsibility of the Buyer to determine the viability of any contemplated use of the Offered Property under pertinent federal, state, and local regulations. The Seller makes no representation as to the likelihood of approval of any proposed use.

Neither Seller nor any of its representatives are under any legal obligation and shall have no liability of any nature whatsoever with respect to the proposed acquisition by virtue of this information package or otherwise.

No legal liability is created by this information package, and this document is to be used in whole and not in part. Any sketches produced by LandVest in this information package show approximate dimensions and are included only to assist the reader in visualizing the Offered Property.

The Offered Property is sold in its as is condition and no warranties, guarantees, or representations are given as to the condition of site improvements or their compliance with federal, state, or local building, zoning, and/or other regulations.

The Seller reserves the right to reject all offers, to enter into an agreement with someone other than the highest offeror, and to negotiate further with one or more offerors. If an offer sets forth a price and conditions that are acceptable to the Seller, the Seller will prepare a proposed Purchase and Sale Agreement which will require a deposit of a portion of the purchase price, to be forfeited upon non-performance. No party, Seller or Buyer, will be bound until a Purchase and Sale Agreement is signed by both parties and the deposit paid.

Access to the Offered Property is not allowed unless accompanied by an authorized employee of LandVest, Inc. LandVest, Inc. by reason of this property profile, may not be required to give testimony in court with reference to the Offered Property described herein.

B. SUMMARY OF IMPORTANT FACTS

Offered Property:	Cooks Farm Orchard is a successful family fruit business. 93.37 acres of the total acres are subject to an Agricultural Preservation Restriction which precludes any future residential development. 30 acres +/- are in fields and orchards with the remaining 60+/- aces in forest. Two barns support the property's agricultural operations. The main barn includes a bakery, farm store, and a 35-by-35-foot cold-storage area for apples, along with a cider machine and associated equipment.
Property Location:	106 Haynes Hill Road Brimfield, MA
Assessor Map & Lots:	Map 18 Lots B-1 and B-1.2, Map 17 Lot A1.1
Record Owners:	James and Lisa Lamothe
Recorded Deeds:	Book 10049 Page 520 Hampden County Registry of Deeds
2026 Assessment:	**$ 377,906 Assessed value**
2026 Property Taxes:	**$ 5,056 (2026 tax rate $13.38/thou)**
Zoning:	Agriculture Residential
Wetlands:	See attached maps
Flood Zones:	See attached maps
Utilities:	Private Well and private sewer.

C. PROPERTY IDENTIFICATION

BRIMFIELD

Brimfield is a town in Hampden County, Massachusetts, United States. The population was 3,609 at the 2010 census. It is part of the Springfield, Massachusetts Metropolitan Statistical Area. According to the United States Census Bureau, the town has a total area of 35.2 square miles (91 km2), of which 34.7 square miles (90 km2) is land and 0.5 square miles (1.3 km2) (1.45%) is water. Brimfield is located in Western Massachusetts. Brimfield is bordered by Sturbridge on the east, Holland and Wales on the south, Monson and Palmer on the west, and Warren on the north. U.S. Route 20 and Route 19 both run through Brimfield. Interstate 90 cuts through the northern portion of the town in two sections.
Brimfield is located 22 miles (35 km) away from Springfield, 25 miles (40 km) away from Worcester, 41 miles (66 km) away from Hartford, 65 miles (105 km) away from Boston, 105 miles (169 km) from Albany, 71 miles (114 km) away from Pittsfield and 153 miles (246 km) from New York City. Brimfield is the site of the largest outdoor antiques show in New England. It takes place three times each year, for six days in May, July, and September. Brimfield Antique Flea markets Official Website. Brimfield Antique Flea Market | Show Details & Vendor Info
(Adapted from Wikipedia)

TOWN OF BRIMFIELD HISTORY

The town of Brimfield is located in central Massachusetts, just west of Sturbridge and roughly midway between Worcester and Springfield. The town was permanently settled by European colonists in 1721, and its civic center was laid out along a former Native American trail that ran east-west through the town. This route, now Main Street, and in this area aligned with United States Route 20, grew to become part of the principal post road running west from Boston to Springfield and beyond. Two roads leading northward, Warren and Brookfield Roads, lead to the towns for which they are named, and Wales Road leads south to Connecticut. This road network was established early in the colonial period, and the town common was laid out in 1721 at the junction of Main and Warren Streets. The town center is architecturally dominated by Georgian and Federal period housing, with commercial and civic buildings mostly later in construction, as needs for such facilities changed over time, and fire claiming some structures. The town was bypassed by the railroads, and most of its industries were located away from the center. In the 20th century, the advent of regular antiques fairs has served to keep the town center separated from other, more modern development. The oldest surviving elements of the town center are the common and the cemetery, both laid out in 1721. (Adapted from Wikipedia)

SITE DESCRIPTION

The property is located on both sides of Haynes Hill Road and is a well know pick your own apple and fruit orchard with an annual fall festival. See: https://www.cooksfarmorchard.net/

The three-bedroom, two-bathroom farmhouse includes a first-floor bedroom and character-filled features such as a wood stove and hardwood floors. The home needs repairs and updates, including evaluation and repair of a buckled area of flooring, along with cosmetic improvements. This is a classic farmhouse that has been appreciated by generations of the same family.
The property includes 30 +/- acres of fields supporting multiple apple varieties, as well as blueberries, peaches, and plums. An additional 60 acres of forestland complement the agricultural acreage, offering potential for a variety of income-producing uses.
Two barns support the property's agricultural operations. The main barn includes a bakery, farm store, and a 35-by-35-foot cold-storage area for apples, along with a cider machine and associated equipment. Two upper stories provide potential space for storage or other uses, subject to an assessment of their structural integrity. The second barn serves as equipment storage and a workshop for maintaining farm machinery.

D. REGULATORY FACTORS

The following section of this Property Profile discusses some of the regulatory factors that may have an impact on uses of the property.

ZONING

The Offered Property is located in Brimfield's Agricultural Residential district. Single-family dwellings and their accessory buildings, uses, and structures are the predominant permitted uses by right. Additional uses as permitted by special permits are described in the town bylaws available on line at zoningbylaws2019.pdf (brimfieldma.org)

WETLANDS

see Site Analysis map below.

FLOOD ZONES

see Site Analysis map below.

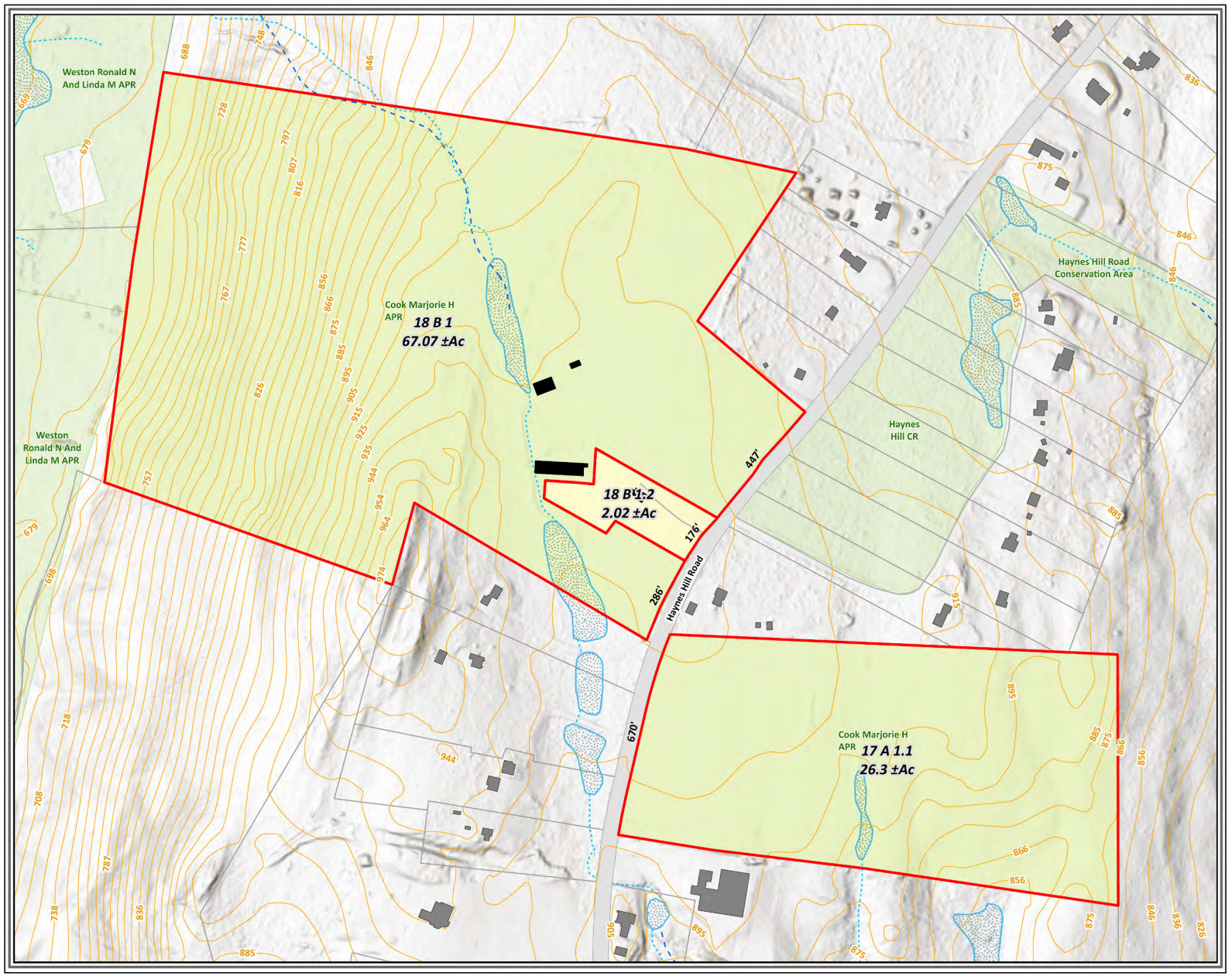
ENVIRONMENTAL CONDITIONS

APPENDICES

A. Maps and Plans

B. Photographs

C. Deed and Tax Assessment Documents



Cooks Orchard

Brimfield, MA

Base Plan

Legend

- Subject Property - 95.39 ±Ac
- Adjacent Properties
- Protected Land
- Building Footprints
- Open Water
- Wetlands
- Perennial Streams
- Intermittent Streams
- Contours (ft)



Credits: Background from ESRI 'Terrain Base' map service

Project Number: MA5950-CG
Date: 10/14/26

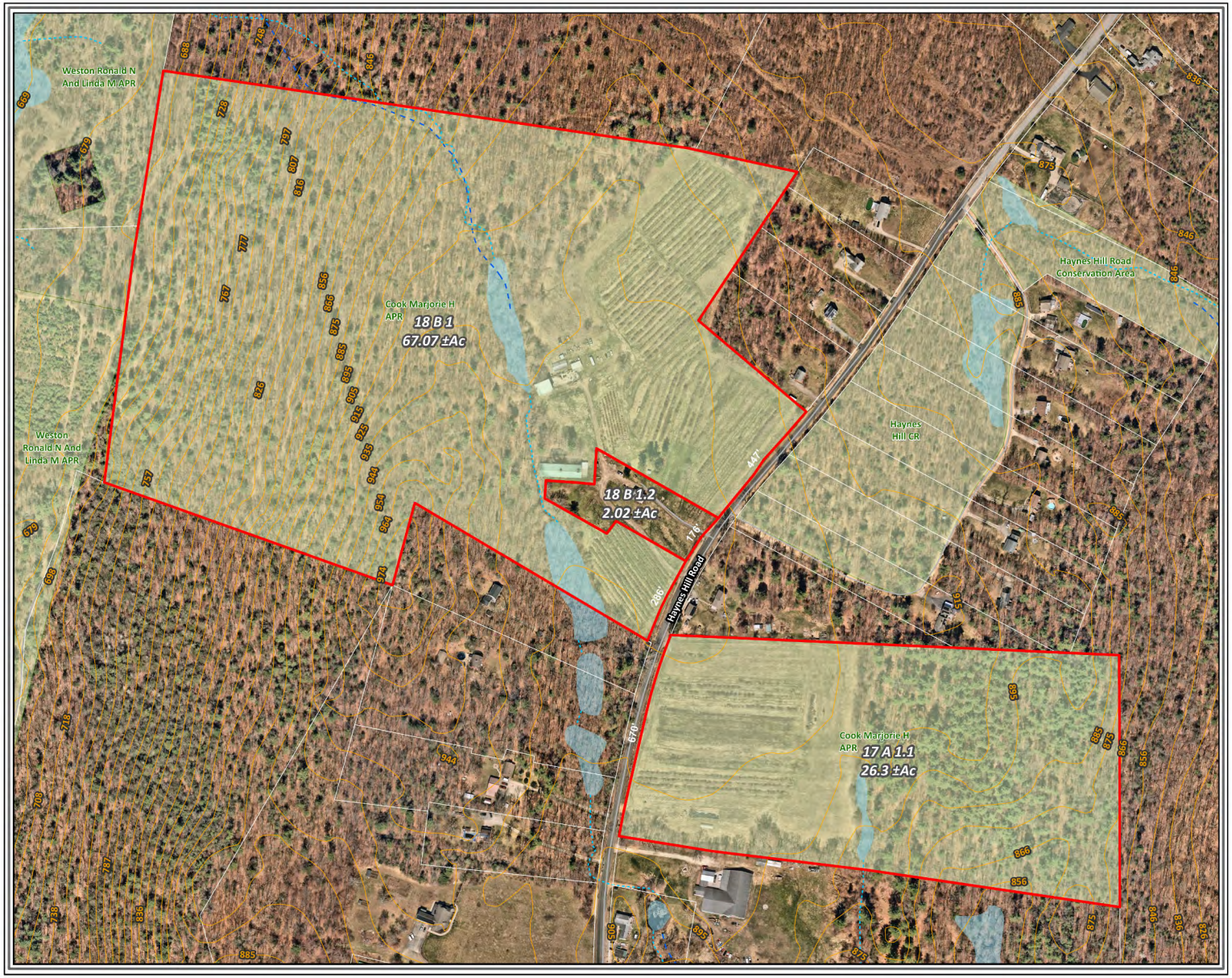
0 150 300 600 Feet

Scale: 1' = 300 "

This plan is conceptual only and is not represented as an engineered plan.

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Path: \\vazgis-bos\RECG-GIS\aaGISOrg\Projects\Assigned\MA5950-CG Cooks Orchard, Brimfield, MA\MA5950-CG base.aprx



Cooks Orchard

Brimfield, MA

Base Plan Orthophotograph

Legend

- Subject Property - 95.39 ±Ac
- Adjacent Properties
- Protected Land
- Wetlands
- Perennial Streams
- Intermittent Streams
- Contours (ft)



Credits: 2026 Imagery from Nearmap Imagery map service.

Project Number: MA5950-CG
Date: 10/15/26

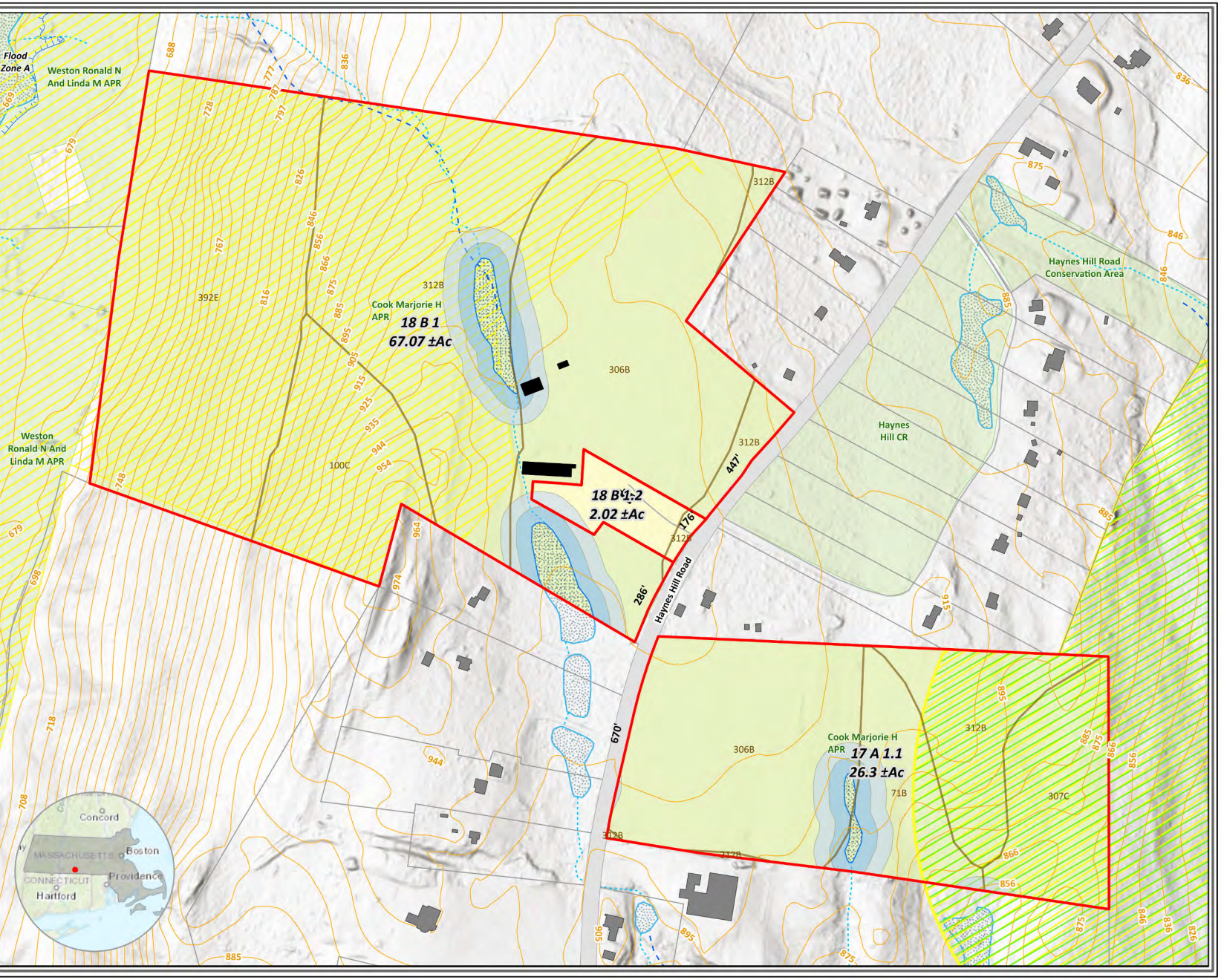
0 150 300 600 Feet

Scale: 1' = 300 "

This plan is conceptual only and is not represented as an engineered plan.

LandVest

Path: \\Vazgis-bos\RECG-GIS\aaGISOrg\Projects\Assigned\MA5950-CG Cooks Orchard, Brimfield, MA\MA5950-CG ortho.aprx



Cooks Orchard

Brimfield, MA

Site Analysis Plan

Legend

- Subject Property - 95.39 ±Ac
- Adjacent Properties
- Protected Land
- Building Footprints
- Soil Type
- NHESP Est/Priority Habitats of Rare Species
- Open Water
- Wetlands - 1.48 ±Ac
- 50' Wetlands Setback
- 100' Wetlands Setback
- Perennial Streams
- Intermittent Streams
- Contours (ft)

Credits: Background from ESRI 'Terrain Base' map service

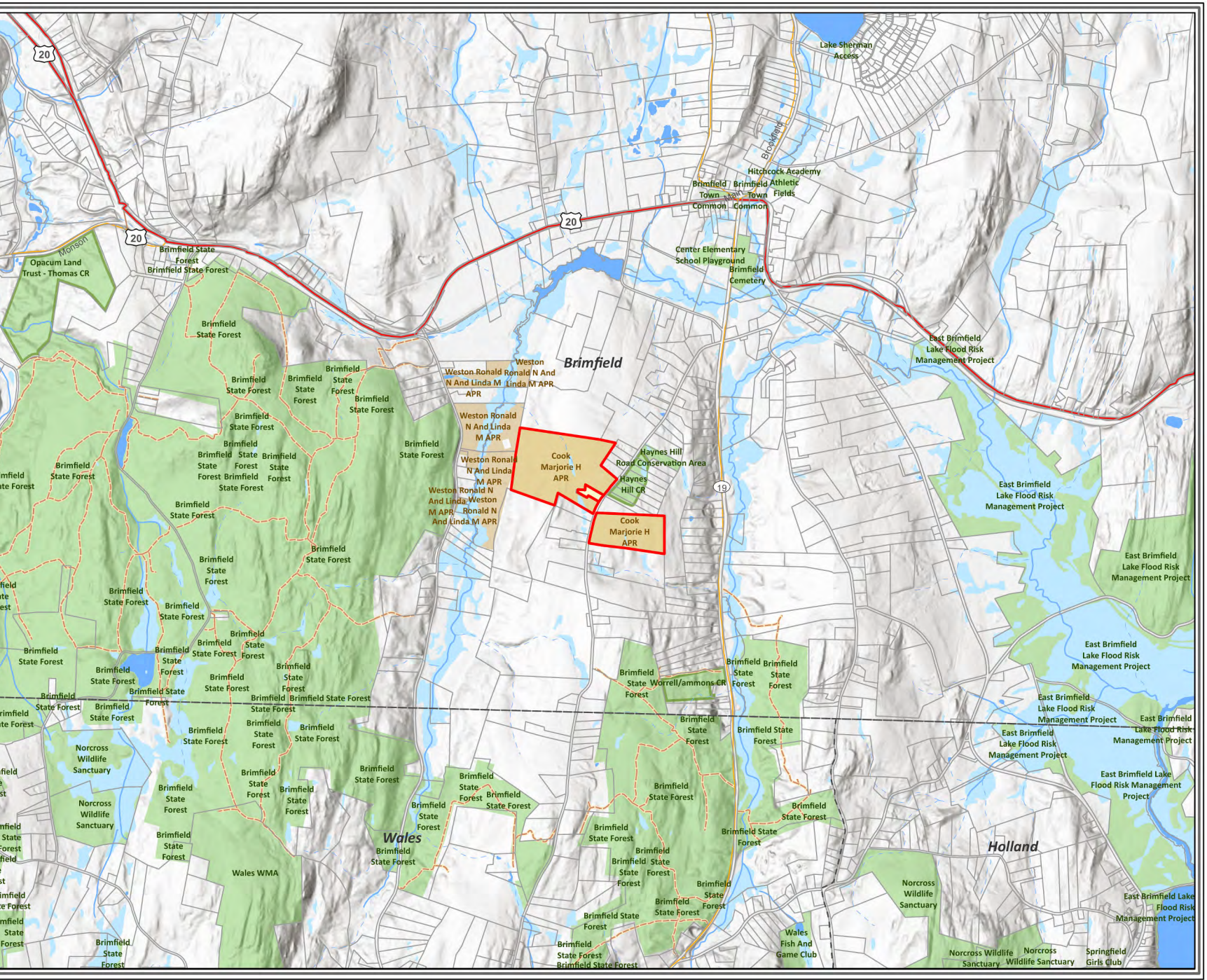
Project Number: MA5950-CG
Date: 10/14/26

0 150 300 600 Feet

Scale: 1' = 300 "

This plan is conceptual only and is not represented as an engineered plan.

LandVest



Cooks Orchard

Brimfield, MA

Conservation Context

Legend

- Subject Property - 95.39 ±Ac
- Trails
- Adjacent Properties
- Protected Land
- Conservation Restrictions (CRs)
- Agricutural Preservation Restrictions (APRs)
- Open Water
- Wetlands
- Perennial Streams
- Intermittent Streams



Credits: Background from ESRI 'Terrain Base' map service

Project Number: MA5950-CG

Date: 10/14/26

0 1,000 2,000 4,000 Feet

Scale: 1' = 2,000 "

This plan is conceptual only and is not represented as an engineered plan.

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Cooks Orchard

Brimfield, MA

Base Plan Orthophotograph Open Fields

Legend

- Subject Property - 95.39 ±Ac
- Forest - 33.12 ±Ac
- Open Field - 34.97 ±Ac
- Orchard - 24.68
- Adjacent Properties
- Wetlands
- Perennial Streams
- Intermittent Streams
- Contours (ft)



Credits: 2026 Imagery from Nearmap Imagery map service.

Project Number: MA5950-CG
Date: 10/15/26

0 150 300 600 Feet

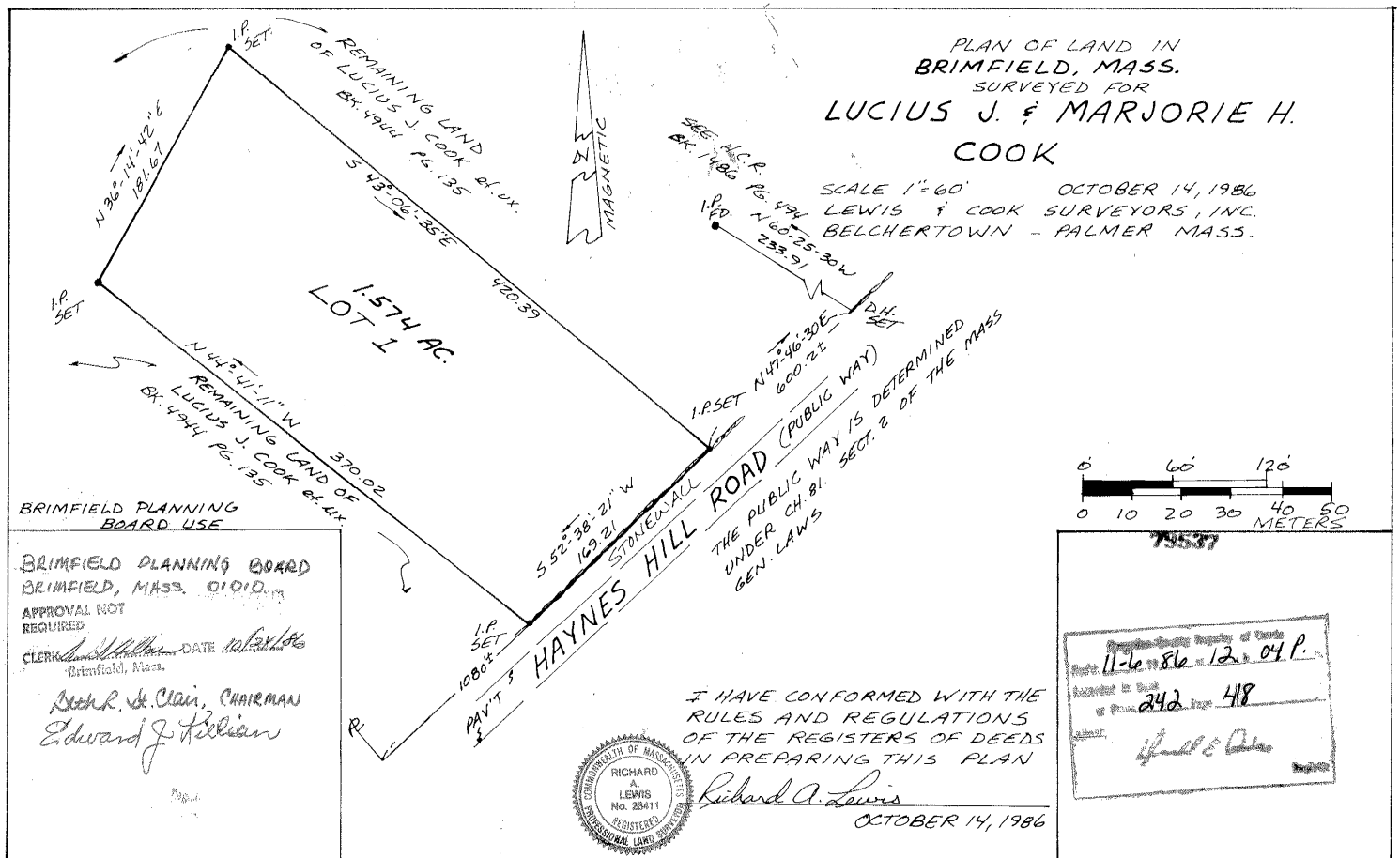
Scale: 1' = 300 "

This plan is conceptual only and is not represented as an engineered plan.

LandVest


13281
Hampden County Register of Deeds
Recorded in Book 5489 Page 117
Attest: John Bunnell Lynch
Register
BENFIELD PLAINS ENGD
PLAN OF LAND IN BRAINFIELD MASS.
SURVEYED FOR
LUCIUS J. & MARJORIE H. COOK
DAVID G. COOK
SCALE 1"=100' APRIL 15, 1980
KENNETH C. SHERMAN
ENGINEER - SURVEYOR
PALMER, MASS.
I HAVE CONFORMED WITH THE 1976 RULES AND REGULATIONS OF THE REGISTERS OF DEEDS IN PREPARING THIS PLAN.
APRIL 15, 1980
THE LOCATION OF THE PUBLIC WAY IS DETERMINED UNDER PROVISIONS OF CHAPTER 66 SECTION 2 OF THE GENERAL LAWS OF MASS.
PARCEL 2
34.11 ACRES
PARCEL 1
26.35 ACRES
N/F GEORGE B. & NESTER L. SHERMAN
N/F PAUL L. & ALICE E. STANLEY
N/F MARVIN J. & CONSTANCE BOLTON
N/F MARVIN J. & CONSTANCE BOLTON
STONEWALL
PUBLIC TRAVELED WAY
HILL
STONEWALL
BENFIELD ROAD
SEE MORE OF DEEDS PL.19 PL 18 & 19
PARCEL B
S 64°55'W 230.0
N 25°05'E 230.0
N 64°55'E 230.0
S 25°05'W 230.0


13281
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HILL
STONEWALL
BENFIELD ROAD
SEE MORE OF DEEDS PL.19 PL 18 & 19
PARCEL B
S 64°55'W 230.0
N 25°05'E 230.0
N 64°55'E 230.0
S 25°05'W 230.0



BRIMFIELD PLANNING BOARD USE

BRIMFIELD PLANNING BOARD
BRIMFIELD, MASS. 01010

APPROVAL NOT REQUIRED

CLERK _____ DATE 11/6/86
Brimfield, Mass.

Richard W. St. Clair, CHAIRMAN
Edward J. Killian

I HAVE CONFORMED WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS IN PREPARING THIS PLAN

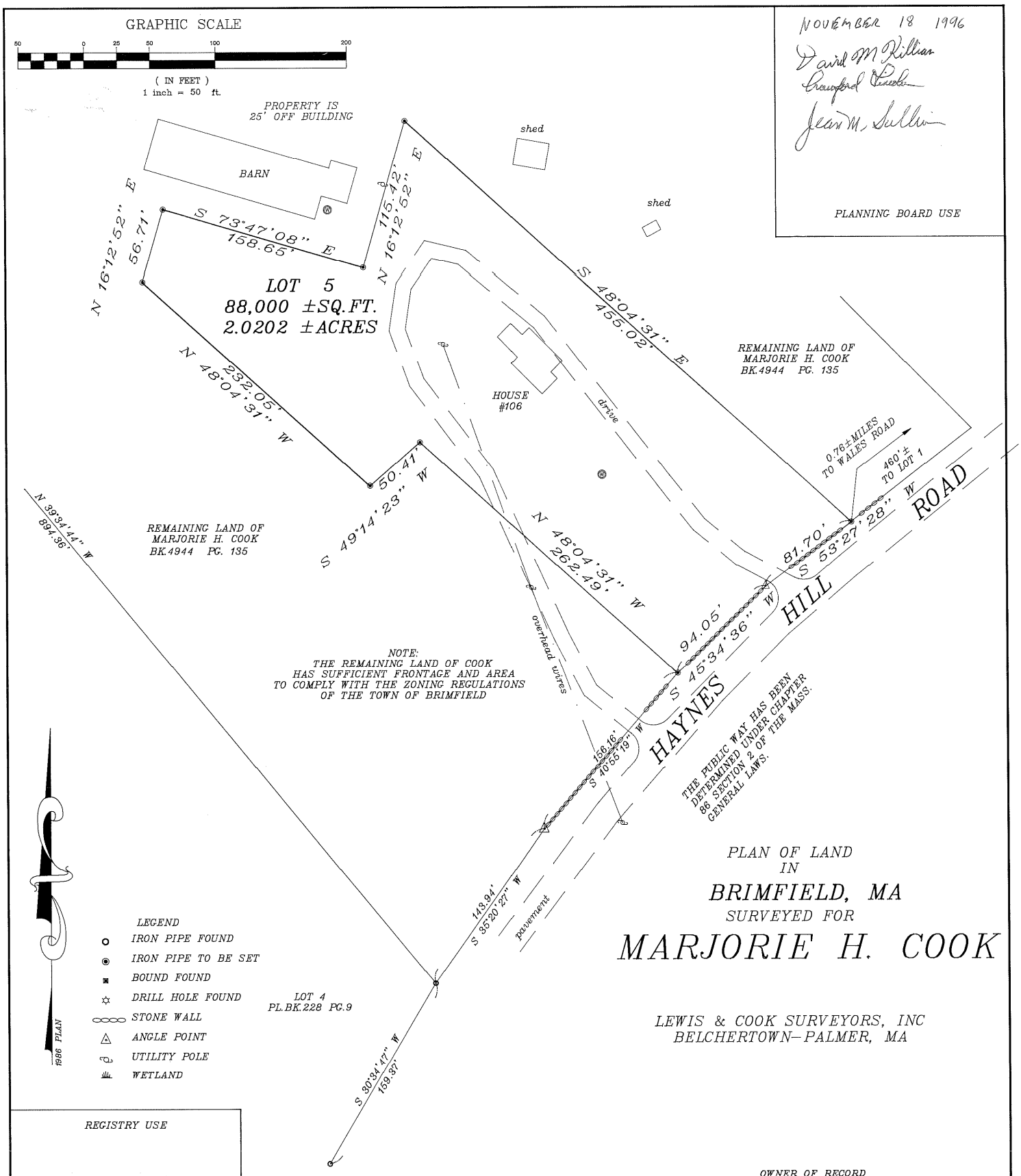
Richard A. Lewis

OCTOBER 14, 1986

COMMONWEALTH OF MASSACHUSETTS
RICHARD A. LEWIS
No. 26411
REGISTERED
PROFESSIONAL LAND SURVEYOR

79537

Hampden-Hampshire Registry of Deeds
Date 11-6-86 12:04 P.
Recorded in Book 242 Page 48
Attest _____



NOVEMBER 18 1996

David M. Killian

Crawford Poole

Jean M. Sullivan

PLANNING BOARD USE

PLAN OF LAND
IN
BRIMFIELD, MA
SURVEYED FOR
MARJORIE H. COOK

LEWIS & COOK SURVEYORS, INC
BELCHERTOWN–PALMER, MA

REGISTRY USE

Hampden County Registry of Deeds
Rec'd 11/18/96 at 3 h 20 P m
Recorded in Book
of Plans 301 Page 6
Attest:
Register

SURVEY PERFORMED BY
LEWIS AND COOK SURVEYORS, INC.
P.O. BOX 1196
BELCHERTOWN, MA. 01007

COMMONWEALTH OF MASSACHUSETTS
RICHARD A. LEWIS
No. 28411
REGISTERED
PROFESSIONAL LAND SURVEYOR

I HAVE CONFORMED TO THE RULES
AND REGULATIONS OF THE REGISTERS OF
DEEDS IN PREPARING THIS PLAN.

Richard A. Lewis
RICHARD A. LEWIS P.L.S. #28411

OWNER OF RECORD
MARJORIE H. COOK
HAYNES HILL ROAD
BRIMFIELD, MA 01010
LOCUS DEED IS BK.4944 PG.135
LAND SHOWN ON ASSESSORS MAP 18

SURVEYED BY	RLC	DATE:	10/26/96
CHECKED BY:	RAL	DRAWING NO.:	COOK5
SCALE	1"=50'	FILE	COOK

LandVest

Cooks Orchard

Brimfield, MA • 41 photos













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QUITCLAIM DEED

Know all men by these presents that I, MARJORIE H. COOK of Brimfield, Hampden County, Massachusetts in consideration of One Hundred Sixty Five Thousand and 00/100 ($165,000.00) Dollars hereby grant to my son-in-law JAMES B. LAMOTHE and my daughter, LISA C. LAMOTHE, Husband and Wife as Tenants by the Entirety, both of 106 Haynes Hill Road, Brimfield, MA 01010

with Quitclaim Covenants

A certain farm and orchard in Brimfield, Hampden County, Massachusetts, as follows:

FIRST TRACT:

A certain parcel of land with the dwelling house thereon on the northwesterly side of Haynes Hill Road, Brimfield, Hampden County, Massachusetts, known and designated as Lot 5 on a plan entitled "Plan of Land in Brimfield, MA Surveyed for Marjorie H. Cook, Lewis & Cook Surveyors, October 26, 1996" which plan is recorded in Hampden County Registry of Deeds Book of Plans 301, Page 6, and to which plan reference may be had for a more particular description.

Containing 2.0202 acres, more or less, according to said plan.

Being a portion of premises described in a deed from Lucius J. Cook, Marjorie H. Cook, and David G. Cook dated May 22, 1980 and recorded in Hampden County Registry of Deeds in Book 4944, Page 132.

Reserving to the grantor, said Marjorie H. Cook, a life estate in the foregoing FIRST TRACT.

Together with the following described real estate which is subject to the rights of the Commonwealth of Massachusetts, Department of Food and Agriculture as set forth in an instrument recorded in Hampden County Registry of Deeds in Book 9815, Page 261:

SECOND TRACT:

First Parcel:

BEGINNING at the southeast corner of the tract to be described on the west side of Haynes Hill Road, it being the northeast corner of land now or formerly of the heirs of Mrs. Orrin Q. Moore; thence WESTERLY on land of said Moore heirs to a corner at a pile of stones; thence SOUTHERLY on land of said Moore heirs, to a corner at a pile of stones; thence WESTERLY again on said Moore heirs' land and land now or formerly of the heirs of Francis D. Lincoln, to a pile of stones at land now or formerly of James Noyes, it being the northwest corner of land of said Lincoln heirs; thence NORTHERLY on land of said James Noyes to the northwest corner of the tract, it being the southwest corner of land of said Lincoln heirs; thence EASTERLY on land of said Lincoln heirs to land now or formerly of the heirs of Orrin Q. Moore; thence SOUTHERLY on land of said Moore heirs to a

Haynes Hill Road, Brimfield

corner, it being the southwest corner of land of said Moore heirs, thence EASTERLY on land of said Moore heirs to the road aforesaid; thence SOUTHERLY on said road to the place of BEGINNING.

Containing 47 acres of land, more or less. Also, all my right, title and interest in and unto the lane or passageway leading from that part of the above described tract known as the Cooley lot to said road.

Second Parcel:

Commencing on the westerly side of Haynes Hill Road at the southeasterly corner of land formerly owned by Walter Haynes, called the Orchard Lot, and running thence WESTERLY on land formerly of said Haynes and land formerly of Porter A. Parker to land formerly of F.D. Lincoln; thence SOUTHERLY on said Lincoln's and Parker's land to the line formerly of Walter Haynes' south lot; thence EASTERLY on said Haynes land to the road; thence NORTHERLY on the road to the first named corner.

Containing thirteen (13) acres, more or less.

Third Parcel:

A certain tract or parcel of land, bounded EASTERLY by land now or formerly of the heirs of Porter A. Parker; SOUTHERLY by land now or formerly of George F. Kenney; WESTERLY by land of said Kenney, now or formerly, to a stake and stones; and NORTHERLY by land now or formerly of the heirs of Francis D. Lincoln.
Containing fifteen (15) acres, more or less.

THIRD TRACT:

The land on the easterly side of Haynes Hill Road in said Brimfield, bounded and described as follows:

Beginning at an iron pin on the easterly side of said Haynes Hill Road, at the northwesterly corner of land now or formerly of Antonio J. Batista et ux; thence

S. 71° 30' E. along a stone wall, Two hundred thirty-five and 72/100 (235.72) feet to an iron pin; thence

S. 72° 46' E. along said stone wall, Five hundred seventy-eight and 11/100 (578.11) feet to an iron pin; thence

S. 72° 24' E. Eight hundred twenty-one and 51/100 (821.51) feet to an iron pin; thence

N. 10° 11' E. Eight hundred twelve and 15/100 (812.15) feet to an iron pin; thence

N. 76° 23' W. along land now or formerly of Paul L. Stanley et ux, One hundred eighty-six and 73/100 (186.73) feet to an iron pin at the southeasterly corner of land designated as "Parcel 2" on a plan hereinafter referred to; thence

N. 78° 5' W. along said Parcel 2, Six hundred forty-five and 56/100 (645.56) feet to an iron pin; thence

N. 78° 11' 30" W. along a stone wall along said Parcel 2, Six hundred twenty-seven and 85/100 (627.85) feet more or less to an iron pin at the southwesterly corner of said Parcel 2, on the easterly line of said Haynes Hill Road; thence

SOUTHERLY along the easterly line of Haynes Hill Road, Six hundred seventy (670) feet more or less to the point of BEGINNING.

Containing 26.3 acres, more or less.

BEING designated as "Parcel 1" on a plan by Kenneth C. Sherman, Engineer-Surveyor, entitled "Plan of Land in Brimfield, Mass., Surveyed for Lucius J. & Marjorie H. Cook and David G. Cook" dated April 15, 1980, recorded with the Hampden County Registry of Deeds in Book of Plans 190, Pages 118 and 119.

The above described "SECOND TRACT, First Parcel, Second Parcel, and Third Parcel" and "THIRD TRACT" are all and the same premises conveyed by deed from Lucius J. Cook, Marjorie H. Cook, and David G. Cook to Lucius J. Cook and Marjorie H. Cook dated May 22, 1980 and recorded in Hampden County Registry of Deeds Book 4944, Page 132.

EXCEPTING a parcel of land conveyed to James B. Lamothe and Lisa C. LaMothe by deed recorded with the Hampden County Registry of Deeds in Book 6483, Page 165, and shown as Lot #1 on a plan entitled "Plan of Land in Brimfield, Mass. surveyed for Lucius J. & Marjorie H. Cook" made by Lewis & Cook Surveyors, Inc., Belchertown-Palmer, Mass. dated October 14, 1986 and recorded in the Hampden County Registry of Deeds in Book of Plans 242, Page 48, containing 1.574 acres.

EXCEPTING three certain parcels of land on the northwesterly side of Haynes Hill Road, Brimfield, Hampden County, Massachusetts, known and designated as Lot 2, Lot 3 and Lot 4, on a plan entitled "Plan of Land in Brimfield, MA Surveyed for Marjorie H. Cook, Lewis & Cook Surveyors, August 28, 1996" which plan is recorded in Hampden County Registry of Deeds Book of Plans 300, Page 115, and to which plan reference may be had for a more particular description.

Said excepted lots contain a total of 5.6528 acres of land.

Executed as a sealed instrument this 30th day of October, 1997.

Susan L. Adams Marjorie H. Cook
Marjorie H. Cook

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss October 30, 1997

Then personally appeared the above named Marjorie H. Cook and acknowledged the above to be her free act and deed, before me

Susan L. Adams
SUSAN L. ADAMS Notary Public
My Comm. Expires: 3/3/2000

DEEDS REG 12
HAMPDEN
10/30/97
TAX 752.40
CHCK 752.40
3132A308 15:24
EXCISE TAX

DONALD E. ASHE, REGISTER
HAMPDEN COUNTY REGISTRY OF DEEDS

33963 MASSACHUSETTS QUITCLAIM DEED SHORT FORM (INDIVIDUAL) 881

BOOK 6483 PAGE 165

We, Lucius J. Cook and Marjorie H. Cook

of Brimfield, Hampden County, Massachusetts,

being ~~unmarried~~, for consideration paid, and in full consideration of $10,700.00

grant to James B. LaMothe and Lisa C. LaMothe, husband and wife, as tenants by the entirety, both

of 604 Main Street, Fiskdale, Mass.

with quitclaim covenants

the land in Brimfield, Hampden County, Massachusetts, being known and desginated as Lot No. One (1), as shown on a plan of lots recorded in the Hampden County Registry of Deeds, Book of Plans 242, ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ [Description and encumbrances, if any] Page 48, said lot being bounded and described as follows:

beginning at an iron pin in the northwesterly line of Haynes Hill Road, six hundred and 20/100 (600.20) feet from a drill hole as shown on said plan, thence

S52°38'21"W	along Haynes Hill Road, to an iron pin, one hundred sixty-nine and 21/100 (169.21) feet; thence
N44°41'11"W	along land of Lucius J. Cook, et ux, to an iron pin, three hundred seventy and 02/100 (370.02) feet; thence
N36°14'42"E	along land of Lucius J. Cook et ux, to an iron pin, one hundred eighty-one and 67/100 (181.67) feet; thence
S43°06'35"E	along land of Lucius J. Cook, et ux, to an iron pin, four hundred twenty and 39/100 (420.39) feet to the place of beginning.

Containing 1.574 acres.

Being the same premises conveyed to the grantors herein by deed recorded in the Hampden County Registry of Deeds, Book 4944, Page 132.

Haynes Hill Road, Brimfield, Mass.

COMMONWEALTH OF MASSACHUSETTS
HAMPDEN, ss. REGISTRY OF DEEDS
MAY 12 '87
$25.00

Witness our hand s and seal s this 11th day of May, 1987

Keith A Campbell
to b+C

Lucius J. Cook

Marjorie H. Cook

The Commonwealth of Massachusetts

Hampden ss. May 11, 1987

Then personally appeared the above named Lucius J. Cook and Marjorie H. Cook

and acknowledged the foregoing instrument to be her free act and deed before me

KEITH A. CAMPBELL
NOTARY PUBLIC
COMM. OF MASSACHUSETTS
MY COMMISSION EXPIRES
JANUARY 28, 1994

Keith A. Campbell

Keith A. Campbell Notary Public — ~~XXXXXXXXXXXXXX~~

My commission expires January 28, 1994

RECEIVED
MAY 12 1987
AT 2:28 PM AND
RECD FROM THE ORIGINAL

(*Individual — Joint Tenants — Tenants in Common.)

CHAPTER 183 SEC. 6 AS AMENDED BY CHAPTER 497 OF 1969

Every deed presented for record shall contain or have endorsed upon it the full name, residence and post office address of the grantee and a recital of the amount of the full consideration thereof in dollars or the nature of the other consideration therefor, if not delivered for a specific monetary sum. The full consideration shall mean the total price for the conveyance without deduction for any liens or encumbrances assumed by the grantee or remaining thereon. All such endorsements and recitals shall be recorded as part of the deed. Failure to comply with this section shall not affect the validity of any deed. No register of deeds shall accept a deed for recording unless it is in compliance with the requirements of this section.

Bk :09815-261 20605
04-02-1997 @ 03:29

COMMONWEALTH OF MASSACHUSETTS
AGRICULTURAL PRESERVATION RESTRICTION

I. STATEMENT OF PURPOSE

By obtaining this Agricultural Preservation Restriction, it is the intent of the Commonwealth to perpetually protect and preserve agricultural lands, encourage sound soil management practices in accordance with normally accepted agricultural practices, preserve natural resources, maintain land in active agricultural use, and ensure affordable resale values of agricultural land. No activity detrimental to the actual or potential agricultural use of the Premises, or detrimental to water conservation, soil conservation, or to good agricultural and/or forestry management practices or which is otherwise wasteful of the natural resources of the Commonwealth of Massachusetts shall therefore be permitted.

Haynes Hill Rd Bmf.

II. DEFINITIONS

When used throughout this entire document, the following words or phrases shall have the following meaning:

1. Abandoned: land that has not been actively utilized for agricultural uses for a period exceeding three years unless the non-activity is recommended in a current USDA/NRCS plan.

2. Agricultural Use: the raising of animals, including but not limited to, dairy cattle, beef cattle, poultry, sheep, swine, horses, ponies, mules, goats, bees and fur-bearing animals, for the purpose of selling such animals or a product derived from such animals in the regular course of business; or when primarily and directly used in a related manner which is incidental thereto and represents a customary and necessary use in raising such animals and preparing them or the products derived therefrom for market, as defined in M.G.L. c. 61A, §1, as amended, and also horticultural uses, including but not limited to, the raising of fruits, vegetables, berries, nuts and other foods for human consumption, feed for animals, tobacco, flowers, sod, trees, nursery, or

greenhouse products, and ornamental plants and shrubs for the purpose of selling such products in the regular course of business; or when primarily and directly used in raising forest products under a program certified by the state forester to be a planned program to improve the quantity and quality of a continuous crop for the purpose of selling such products in the regular course of business, as defined in M.G.L. c. 61A, §2, as amended.

3. Condition: including, but not limited to; an easement, restriction, covenant, right, option to purchase at agricultural value plus value of improvements, land exchange, or any other requirement or use prohibition.

4. Permanent Structure: any structure that requires the grading of soil or excavation for footings or foundations.

5. Premises: approximately 92 acres of land located at Haynes Hill Road in the Town of Brimfield, in Hampden County, Massachusetts as more fully described in Exhibit A, attached hereto and incorporated by reference into this document

6. Temporary Structure: a structure that does not have a permanent foundation, or does not substantially alter or otherwise affect the soil profile.

III. TERMS AND CONDITIONS

I, Marjorie H. Cook, of Brimfield, Hampden County, Massachusetts (the "Grantor"), for consideration of One Hundred Sixty Five Thousand Dollars ($165, 000) paid, grant to the Commonwealth of Massachusetts (the "Grantee"), acting through the Commissioner of Food and Agriculture, (the "Commissioner") with an address at 100 Cambridge Street, Boston, Massachusetts, its successors and assigns, an Agricultural Preservation Restriction (the "Restriction") together with an "Option to Purchase at Agricultural Value" as set forth in Exhibit B, attached hereto and incorporated by reference into this Restriction, in perpetuity on the Premises, in accordance with the following terms and conditions listed below.

By so doing, the Grantor grants all development rights (except as specifically reserved herein) that are now or hereafter

allocated to, implied, reserved or inherent in the Premises to the Grantees, and the parties agree that these development rights are terminated and extinguished, except for such development rights as may be specifically approved pursuant to section D hereof.

A. RETAINED RIGHTS

Notwithstanding any provision of this instrument to the contrary, the Grantor hereby reserves to and for herself and her heirs, devisees, legal representatives, successors and assigns, the customary rights and privileges of ownership not inconsistent with the statement of purpose herein, including but not limited to, the right to:

(1) Privacy and to carry out regular agricultural practices.

(2) The maintenance and use of existing trails and farm and wood roads on the Premises substantially in their present condition or as reasonably necessary for their continued use for agricultural uses.

(3) The installation, maintenance, repair, replacement, removal and relocation of electric, gas and/or water facilities, public sewer lines and/or other public or private utilities, including telephone and other communication services over or under the Premises for the purpose of providing electrical, gas, water, sewer and other utilities to the Premises for agricultural uses or for other, approved uses, and the right to grant easements over or under the Premises for these utility purposes.

(4) The construction or placement of temporary structures for agricultural uses.

B. PROHIBITED USES

The Grantor covenants for herself, her heirs,

devisees, legal representatives, successors and assigns, that the Premises will at all times be held, used and conveyed subject to, and not in violation of, the following restrictions:

(1) No use shall be made of the Premises, and no activity thereon shall be permitted, which is inconsistent with the intent of this grant, as stated in the Statement of Purpose.

(2) No non-agriculturally related temporary or permanent structure, residential dwelling, tennis court, inground swimming pool, commercial recreational horse riding or boarding facility, golf course, golf range or airport landing strip shall be constructed, placed or permitted to remain on the Premises, except structures existing on the Premises at the time of the execution of this Restriction.

(3) No refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, radio-active or hazardous waste or other substance or material whatsoever shall be placed, stored, dumped or permitted to remain on the Premises, except as required for the use of the Premises for normal agricultural activities.

(4) The Premises may not be used for:

(a) Transferring development rights to any property, whether or not adjacent to the Premises;

(b) Calculating permissible lot yield of the Premises, or of any other property;

(c) Use in any calculations involving development of any other property, whether or not adjacent to the Premises, in any manner whatsoever.

C. ACTIVITIES WHICH REQUIRE PRIOR WRITTEN APPROVAL

The following activities shall not be conducted without the prior written approval of the Grantee, which may be granted in accordance with the procedures set forth in section D of this Restriction:

(1) The construction or placing of permanent structures for housing seasonal agricultural employees or other agriculturally related uses, including related retail sales, where the need for the structures is not a result of the use of existing structures for approved non-agricultural uses.

(2) The excavation, dredging, depositing or removal from the Premises of loam, peat, gravel, soil, sand, rock or other mineral resources, or natural deposits.

(3) The maintenance or improvement of a septic or other underground sanitary system which exists on the Premises, or the construction of a septic or other underground sanitary system, for the benefit of an existing dwelling on the Premises.

(4) The subdivision, recording of a subdivision plan, partition, or any other division of the Premises, or any portion thereof, into two or more parcels, even in the event that the Premises is comprised of one or more deeded parcels at the date of this Restriction. No subdivision shall be approved without the condition that new Agricultural Preservation Restrictions be recorded on the subdivided, partitioned, or otherwise divided parcels.

(5) The use of the Premises for non-agricultural uses for which the Grantor receives payment, compensation, or any other type of monetary or non-monetary renumeration.

(6) The construction or placement of an asphalt driveway, road, parking lot, utility pole, tower, conduit or line in support of a temporary or permanent structure or improvement, for the benefit of the Premises only.

D. APPROVAL PROCESS FOR PERMITTED ACTIVITIES

(1) The Grantor covenants for herself, her heirs, devisees, legal representatives, successors and assigns, that prior to undertaking any activity described in section C, the following procedure shall be followed:

(a) The Grantor shall file a completed written

application with the Grantee on a form provided by the Department of Food & Agriculture.

(b) The application shall include:

i) a copy of a current Farm Conservation Plan, prepared by the USDA/ Natural Resource Conservation Service, when requested by the Grantee; and

ii) any other information and plans as the Grantee of this Restriction requires to reasonably determine that the intended use, activity, structure or building is consistent with the purpose of this Restriction, as stated in the Statement of Purpose.

(c) Prior to making an application for approval under this section, the owner shall not secure other applicable permits required by local or state law.

(2) Within 90 days of receipt of the completed application, the Grantee may approve the application, with or without conditions, only upon finding that:

(a) the proposed use, activity, structure or building is authorized by this Restriction and General Laws, Chapter 184 and 132A;

(b) the use, activity, or structure shall not defeat nor derogate from the intent of this Restriction as stated in the Statement of Purpose;

(3) No application for the use of the Premises for non-agricultural uses, as provided for in section C(5), shall be approved unless the conditions of paragraph D(2) above are met, and the approval is:

a) given to specific, individual owner(s);
b) for no longer than a period of five (5) years, renewable upon reapplication;
c) not to survive transfer of ownership of the Premises;
d) for an activity ancillary to the agricultural use of the farm;
e) given when the activity will not impair the agricultural viability of the soil;
f) given when the activity occurs in existing structures;
g) given when no major renovations of existing structures are required; and
h) given when no new construction is required;

(4) If, based on its findings, the Grantee approves or approves with conditions the application, it shall issue a "Certificate of Approval" suitable for recording.

(5) If the Grantee is unable to make the findings necessary for approval, the Grantee shall state in writing its reasons for denial of the application and shall mail a copy of the denial to the applicant within 90 days of receipt of the completed application.

E. ENFORCEMENT OF THE TERMS AND CONDITIONS

(1) The Grantor grants to the Grantees, and their successors at law, the right to enter the Premises in a reasonable manner and at reasonable times, for the purposes of:

(a) inspecting the Premises to determine compliance with this Restriction or a Certificate of Approval;

(b) enforcing this Restriction; and

(c) any other action which may be necessary or appropriate, with or without order of court, to remedy or abate any violation of this Restriction.

(2) In the event of a violation of the terms of this Restriction, the Grantees reserve the right to pursue any remedy available at law and equity, including injunctive relief.

(3) The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantees for enforcement of this Restriction; all of which shall be subject to the provisions of paragraph F hereto.

F. AFFIRMATIVE COVENANT

The Grantor agrees for herself, her heirs, devisees, legal representatives, successors and assigns, that the Premises shall remain in active agricultural use, and the land shall not be

abandoned, except in accordance with a USDA Natural Resource Conservation Service Farm Management Plan, approved by the conservation district for the locality in which the Premises is located. The Grantor and any successors in title shall be liable for any non-compliance with the terms of this Restriction which occurs during their respective periods of ownership of the Premises.

IV. AUTHORIZATION

The foregoing Restriction is authorized by Massachusetts General Laws, Chapter 184, Sections 31 through 33, and Chapter 132A, Section 3 and Sections 11A through 11D, and otherwise by law, and is intended to ensure the protection and preservation of agricultural lands.

This Agricultural Preservation Restriction shall be administered on behalf of the Grantee by the Commissioner. This Restriction shall be enforced by the Grantee as in its sole discretion may decide. Nothing herein shall impose upon the Grantee any duty to maintain or require that the Premises be maintained in any particular state or condition, notwithstanding the Grantee's acceptance hereof.

Except as otherwise provided herein, this Restriction does not grant to the Grantee, the public, or any other person any right to enter upon the Premises. This Restriction is in gross, exists in perpetuity, and is not for the benefit of or appurtenant to any particular land and shall not be assignable except to another governmental or charitable corporation or trust which has power to

acquire interests in land and whose purposes include conservation of agricultural land and natural areas. The burden of this Restriction shall run with the Premises and shall be binding upon all future owners of any interest therein. This Restriction may only be released, in whole or in part, by the Grantee by the procedures established by Section 32 of Chapter 184 of the General Laws, as amended and otherwise by Article 97 of the Amended Articles of the Massachusetts Constitution and otherwise by law.

If any section or provision of the Restriction shall be held to be unenforceable by any court of competent jurisdiction, this Restriction shall be construed as though such section had not been included in it. If any section or provision of the Restriction shall be subject to two constructions, one of which would render such section or provision invalid, then such section or provision shall be given the construction that would render it valid. If any section or provision of this deed Restriction is ambiguous, it shall be interpreted in accordance with the policy and provisions expressed in the General Laws, Chapter 184, Sections 31 through 33, and Chapter 132A, Sections 3 and Sections 11A through 11D, and the regulations duly promulgated in accordance with said Chapters.

This instrument is not a deed. It does not purport to transfer a fee interest to the Grantee. No Massachusetts deed excise stamps are affixed hereto as none are required by General Laws 64D, Section 1, as amended.

WITNESS the execution hereof under seal this 28 day of October, 1996

Marjorie H. Cook

Marjorie H. Cook

COMMONWEALTH OF MASSACHUSETTS

Hampden ,ss October 28 , 1996.

Then personally appeared the above-named Marjorie H. Cook and acknowledged the foregoing instrument to be her free act and deed before me.

Susan L. Adams Notary Public

Name:

My Commission Expires 3/3/2000

APPROVAL OF THE COMMONWEALTH OF MASSACHUSETTS

The undersigned Commissioner of Food and Agriculture of the Commonwealth of Massachusetts hereby certifies that the foregoing Agricultural Preservation Restriction granted by Marjorie H. Cook to the Commonwealth of Massachusetts with respect to a parcel of land located in Brimfield, Massachusetts described therein, has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32 through 33 and Chapter 132A, Section 11A through 11D.

Date: November 4, 1996 COMMONWEALTH OF MASSACHUSETTS

By: _____ Commissioner, Department of
Jonathan L. Healy Food and Agriculture

COMMONWEALTH OF MASSACHUSETTS

Suffolk ,ss November 4 , 1996.

Then personally appeared the above-named Jonathan L. Healy and acknowledged the foregoing to be his free act and deed before me.

Maureen M. Martel Notary Public

Name:

My Commission Expires: July 10, 1998

EXHIBIT A

Certain real estate situated on both sides of Haynes Hill Road, Brimfield, Hampden County, as follows:

FIRST TRACT:

First Parcel:

BEGINNING at the southeast corner of the tract to be described on the west side of the road, it being the northeast corner of land now or formerly of the heirs of Mrs. Orrin Q. Moore; thence WESTERLY on land of said Moore heirs to a corner at a pile of stones; thence SOUTHERLY on land of said Moore heirs, to a corner at a pile of stones; thence WESTERLY again on said Moore heirs' land and land now or formerly of the heirs of Francis D. Lincoln, to a pile of stones at land now or formerly of James Noyes, it being the northwest corner of land of said Lincoln heirs; thence NORTHERLY on land of said James Noyes to the northwest corner of the tract, it being the southwest corner of land of said Lincoln heirs; thence EASTERLY on land of said Lincoln heirs to land now or formerly of the heirs of Orrin Q. Moore; thence SOUTHERLY on land of said Moore heirs to a corner, it being the southwest corner of land of said Moore heirs, thence EASTERLY on land of said Moore heirs to the road aforesaid; thence SOUTHERLY on said road to the place of BEGINNING.

Containing 47 acres of land, more or less. Also, all our right, title and interest in and unto the lane or passageway leading from that part of the above described tract known as the Cooley lot to said road.

Second Parcel:

Commencing on the westerly side of the road at the southeasterly corner of land formerly owned by Walter Haynes, called the Orchard Lot, and running thence WESTERLY on land formerly of said Haynes and land formerly of Porter A. Parker to land formerly of F.D. Lincoln; thence SOUTHERLY on said Lincoln's and Parker's land to the line formerly of Walter Haynes' south lot; thence EASTERLY on said Haynes land to the road; thence NORTHERLY on the road to the first named corner.

Containing thirteen (13) acres, more or less.

Third Parcel:

A certain tract or parcel of land, bounded EASTERLY by land now or formerly of the heirs of porter A. Parker; SOUTHERLY by land now or formerly of George F. Kenney; WESTERLY by land of said Kenney now or formerly, to a stake and stones; and NORTHERLY by land now or formerly of the heirs of Francis D. Lincoln. Containing fifteen (15) acres, more or less.

SECOND TRACT:

The land on the easterly side of Haynes Hill Road in said Brimfield, bounded and described as follows:

Beginning at an iron pin on the easterly side of said Haynes Hill Road, at the northwesterly corner of land now or formerly of

Antonio J. Batista et ux; thence

S. 71° 30' E. along a stone wall, Two hundred thirty-five and 72/100 (235.72) feet to an iron pin; thence

S. 72° 46' E. along said stone wall, Five hundred seventy-eight and 11/100 (578.11) feet to an iron pin; thence

S. 72° 24' E. Eight hundred twenty-one and 51/100 (821.51) feet to an iron pin; thence

N. 10° 11' E. Eight hundred twelve and 15/100 (812.15) feet to an iron pin; thence

N. 76° 23' W. along land now or formerly of Paul L. Stanley et ux, One hundred eighty-six and 73/100 (186.73) feet to an iron pin at the southeasterly corner of land designated as "Parcel 2" on a plan hereinafter referred to; thence

N. 78° 5' W. along said Parcel 2, Six hundred forty-five and 56/100 (645.56) feet to an iron pin; thence

N. 78° 11' 30" W. along a stone wall along said Parcel 2, Six hundred twenty-seven and 85/100 (627.85) feet more or less to an iron pin at the southwesterly corner of said Parcel 2, on the easterly line of said Haynes Hill Road; thence

SOUTHERLY along the easterly line of Haynes Hill Road, Six hundred seventy (670) feet more or less to the point of BEGINNING.

Containing 26.3 acres, more or less.

BEING designated as "Parcel 1" on a plan by Kenneth C. Sherman, Engineer-Surveyor, entitled "Plan of Land in Brimfield, Mass., Surveyed for Lucius J. & Marjorie H. Cook and David G. Cook" dated April 15, 1980, recorded with the Hampden County Registry of Deeds in Book of Plans 190, Pages 118 and 119.

EXCEPTING a parcel of land conveyed to James B. Lamothe and Lisa C. LaMothe by deed recorded with the Hampden County Registry of Deeds in Book 6483, Page 165, and shown as Lot #1 on a plan entitled "Plan of Land in Brimfield, Mass. surveyed for Lucius J. & Marjorie H. Cook" made by Lewis & Cook Surveyors, Inc., Belchertown-Palmer, Mass. dated October 14, 1986 and recorded in the Hampden County Registry of Deeds in Book of Plans 242, Page 48, containing 1.574 acres.

FURTHER EXCEPTING a certain parcel of land with the dwelling house thereon on the northwesterly side of Haynes Hill Road, Brimfield, Hampden County, Massachusetts, known and designated as Lot 5 on a plan entitled "Plan of Land in Brimfield, MA Surveyed for Marjorie H. Cook, Lewis & Cook Surveyors, October 26, 1996" which plan is recorded in Book of Plans 301, Page 6, and to which plan reference may be had for a more particular description.

Containing 2.0202 acres according to said plan.

FURTHER EXCEPTING three certain parcels of land on the northwesterly side of Haynes Hill Road, Brimfield, Hampden County, Massachusetts, known and designated as Lot 2, Lot 3 and Lot 4, on a plan entitled "Plan of Land in Brimfield, MA Surveyed for Marjorie H. Cook, Lewis & Cook Surveyors, August 28, 1996" which plan is recorded in Book of Plans 300, Page 115, and to which plan reference may be had for a more particular description.

Said lots contain a total of 5.6528 acres of land.

Being a portion of premises described in a deed from Lucius J. Cook, Marjorie H. Cook, and David G. Cook to Lucius J. Cook and Marjorie H. Cook dated May 22, 1980 and recorded in Hampden County Registry of Deeds Book 4944, Page 132.

EXHIBIT B

OPTION TO PURCHASE
REAL ESTATE AT AGRICULTURAL VALUE

I, Marjorie H. Cook (the "Grantor") for good and valuable consideration, receipt of which is hereby acknowledged, do hereby grant an Option to Purchase Real Estate at Agricultural Value ("Option") to the Department of Food and Agriculture with an address of 100 Cambridge Street, Boston, Massachusetts, its successors and assigns (the "Grantee"), for the purchase of land located at Haynes Hill Road, Brimfield, Hampden County, Massachusetts described in Exhibit A of this Instrument (the "Premises").

The intent of this Option is to ensure that the Premises remains affordable for agricultural production and that its market value for other uses does not preclude its profitable use for agriculture. It is understood that this Option shall constitute a restriction that runs with the land and is binding in the event of a foreclosure on said Premises.

A. The Grantor agrees that no sale of the Premises to any third party will occur without first offering to sell the Premises to the Grantee for a price (the "Offering Price") which shall be the greater of:

1) a) the full and fair market value of the Premises for commercial agricultural production, (plus the value of any improvements), as determined by impartial appraisal which shall be conducted at the election of the Grantor and paid for by the Grantor; or

b) an amount equal to the agricultural value of the Premises as determined by the appraisal relied upon for the acquisition of this APR, which sum shall then be multiplied by the Inflation Rate, (plus the value of any improvements as determined by an independent appraiser), hereinafter defined. The Inflation Rate shall be equal to 1 plus the fractional increase in the Consumer Price Index for all Urban Consumers, Boston, All Items (1982-1984 equals 100) published by the Bureau of Labor Statistics, United States Department of Labor, or successor index published by the United States government appropriately correlated to the prior index by a published conversion factor, where indicated, from June 1, 1993 to the date of the offer. At no time shall the fair market value be below $40,000, which is the agricultural value of the Premises at the time of the acquisition of the Agricultural Preservation Restriction; or

2) Where the bona fide offer is less than the greater of the two amounts determined by the procedures set forth in A(1)(a)

and A(1)(b), then the Grantor agrees to offer to sell the Premises to the Grantee for this lesser amount.

3) In the event of an approved subdivision, recording of a subdivision plan, partition, or any other division of the Premises, or any portion thereof into two or more parcels, the offering price shall be determined pursuant to paragraph A(1) above.

4) All appraisals conducted for the purposes of this Option shall be conducted in accordance with the "Guidelines for Agricultural Appraisals" prepared by the Department as in effect at such time.

B. Any offer made by the Grantor to the Grantee pursuant to this agreement shall be carried out in accordance with the following procedures:

1) The Grantor shall provide to the Grantee: a) written notice ("Notice") stating their intent to sell the Premises; and b) a true, correct and complete copy of a bona fide offer from a third party to purchase the Premises.

2) Upon receipt of this notice, the Grantee shall have 120 days to notify the Grantor of its election to purchase the Premises for the Offering Price in accordance with said offer. The Grantor shall be notified of this election or waiver of the Option by written notice.

C. In the event that the Grantee elects to purchase the Premises, the deed shall be delivered and the consideration paid at the Hampden County Registry of Deeds at 9 o'clock a.m. on the one hundred twentieth (120) day after the date of receipt by the Grantor of the notice of election to purchase or, if a Saturday, Sunday or holiday, on the next business day thereafter, and the deed shall convey a good and clear record and merchantable title to the Premises free of all encumbrances, and the Premises shall be in the same condition as it was at the time of the acceptance of such Offer, reasonable wear and tear and use thereof excepted. The date and time of the transfer may be amended by written mutual agreement of the parties.

D. The Grantor may sell the Premises, within one (1) year of the date of the Grantee's receipt of Notice, to the purchaser who has made the bona fide offer referred to in paragraph B(1) above, only in the event that the Grantee:

1) declines in writing to elect its Option within the specified time period; or
2) fails to waive its Option in writing within the specified time period; or
3) having elected its Option, fails to complete the purchase within the specified time period.

E. The obligations of the Grantor under this Option shall not apply where the transfer of ownership of the Premises will be a result of:

1) a gift for nominal consideration to the Grantor's spouse, parent, children or grandchildren (whether by blood, marriage or adoption), siblings and/or their children or grandchildren (whether by blood, marriage or adoption);
2) the devise (or conveyance) of said Premises by the will or intestacy of the Grantor, her heirs, successors or assigns;
3) any sale of the Premises to a partner of the Grantor who is physically engaged in the day-to-day agricultural operation of the Premises.

F. Any notices required by this Option shall be in writing and shall be deemed delivered if delivered in hand or mailed, postage prepaid by certified or registered mail return receipt requested, addressed in the case of the Grantor to such address as may be specified in the Notice or if none, then to the Premises, and in the case of the Grantee, to Department of Food and Agriculture, Chief, Bureau of Land Use, 100 Cambridge Street, Boston, MA 02202.

G. The Grantee may assign its Option at any time after providing the Grantor notice of its election to exercise its option in accordance with the terms of paragraph B(2) above, provided that the Option may only be assigned to a party which, in the Grantee's opinion, will use or facilitate the use of, the Premises for commercial agricultural production. Any assignment shall only be effective when made in writing, signed by the Commissioner of Food & Agriculture, and duly recorded with the appropriate registry of deeds.

H. Any waiver of the Grantee's option shall be in writing, signed by the Commissioner of Food and Agriculture, and in a form and format suitable for recording in the registry of deeds. This waiver shall serve to satisfy the Grantor's obligations under this Option to the Grantee with regard to the named buyer only.

I. The rights and obligations of each Grantor hereunder shall inure to and be binding upon the Grantor and the Grantor's heirs, legal representatives, successors in title and assigns.

This instrument is not a deed. It does not purport to transfer a fee interest to the Grantee. No Massachusetts deed excise stamps are affixed hereto as none are required by General Laws c. 64D, Section 1, as amended.

WITNESS the execution hereof under seal this 28 day of October, 1996.

Marjorie H. Cook

Marjorie H. Cook

COMMONWEALTH OF MASSACHUSETTS

Hampden ,ss October 28, 1996.

Then personally appeared the above-named Marjorie H. Cook and acknowledged the foregoing instrument to be their free act and deed before me.

Susan L. Adams Notary Public

My Commission Expires 3/3/2000

ADDENDUM TO
AGRICULTURAL PRESERVATION RESTRICTION

Marjorie H. Cook, Grantor of an Agricultural Preservation Restriction (APR") dated October 28 1996, and recorded ~~at Book ____, Page ____~~ herewith, in the Hampden County Registry of Deeds, and the Commonwealth of Massachusetts, acting through the Commissioner of Food and Agriculture, Grantee of said APR with regard to real estate located in Brimfield, Massachusetts as more particularly described in Exhibit A attached to said APR, hereby amend said Agricultural Preservation Restriction by adding the following new paragraph.

"III.

E. <u>Enforcement of the Terms and Conditions</u>

(4) Contingent Right of the United States of America

In the event that the Commonwealth of Massachusetts fails to enforce any of the terms of the foregoing Restriction, as determined in the sole discretion of the Secretary of the United States Department of Agriculture, the said Secretary of Agriculture and his or her successors and assigns shall have the right to enforce the terms of the Restriction through any and all authorities available under Federal or State law.

In the event that the Commonwealth of Massachusetts attempts to terminate, transfer, or otherwise divest itself of any rights, title or interests of this Restriction without the prior consent of the Secretary of the United States Department of Agriculture and payment of consideration to the United States, then, at the option of such Secretary, all right, title, and interest in this Restriction shall become vested in the United States of America."

WITNESS the execution hereof under seal this 24 day of December, 1997.

Marjorie H. Cook

Marjorie H. Cook

COMMONWEALTH OF MASSACHUSETTS

Hampden , SS. Jan 2 , 1997

Then personally appeared the above-named Marjorie H. Cook and acknowledged her signature to be the free act and deed before me.

Lee W. Adams

Lee W. Adams, Notary Public
My Commission Expires: 8/8/97

APPROVAL OF THE COMMONWEALTH OF MASSACHUSETTS

The undersigned Commissioner of Food and Agriculture of the Commonwealth of Massachusetts hereby certifies that the foregoing Addendum to the Agricultural Preservation Restriction granted by Marjorie H. Cook to the Commonwealth of Massachusetts with respect to a parcel of land located in Brimfield, Massachusetts, described therein, has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32 through 33 and Chapter 132A, Section 11A through 11D.

Date: January 1, 1997

COMMONWEALTH OF MASSACHUSETTS

By: Jonathan L. Healy
Jonathan L. Healy
Commissioner of the
Department of Food and
Agriculture

COMMONWEALTH OF MASSACHUSETTS

Suffolk , SS. January 1 , 1997

Then personally appeared the above-named Jonathan L. Healy and acknowledged his signature to be the free act and deed before me.

Maureen M. Hamill

Notary Public
My Commission Expires: May 10, 1998

DONALD E. ASHE, REGISTER
HAMPDEN COUNTY REGISTRY OF DEEDS

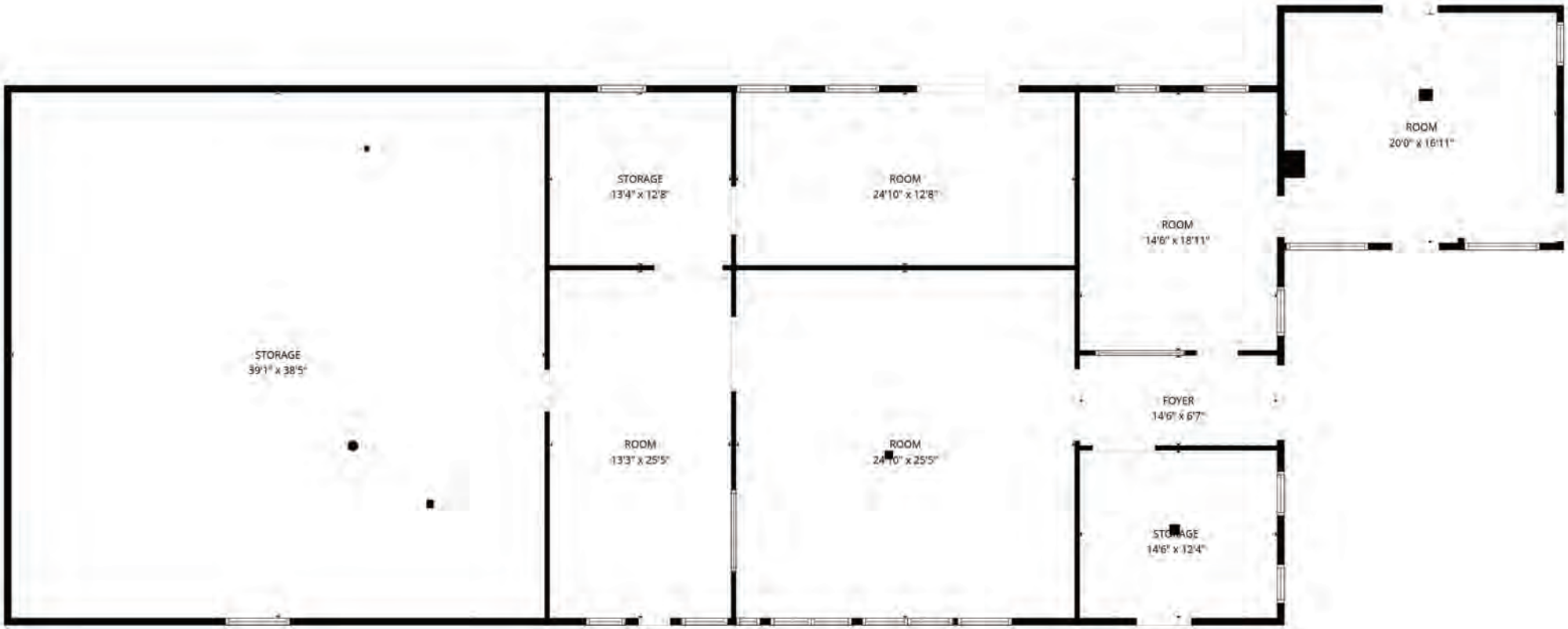


1ST FLOOR

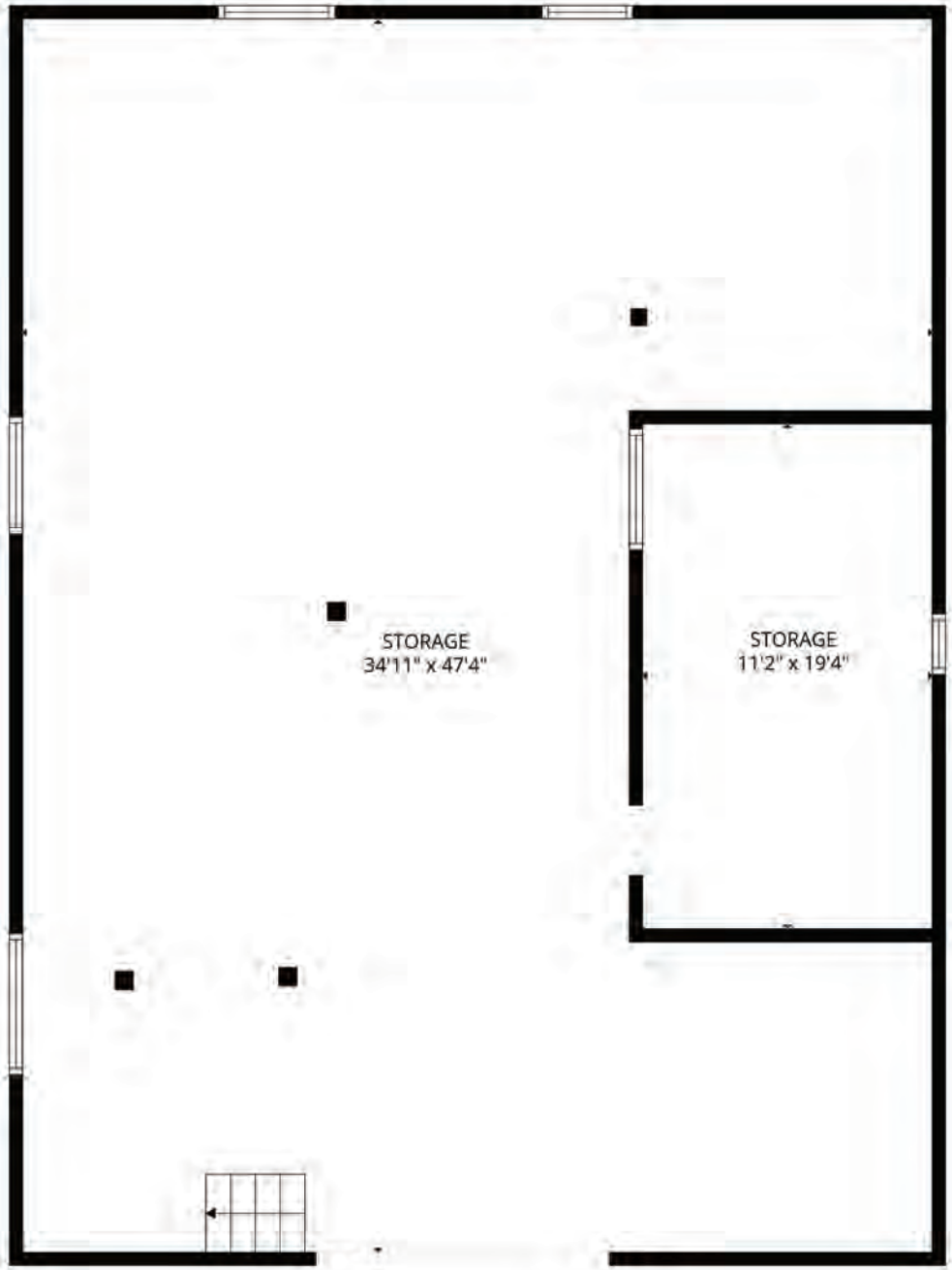


2ND FLOOR

Sizes And Dimensions Are Approximate, Actual May Vary.



Sizes And Dimensions Are Approximate, Actual May Vary.



Sizes And Dimensions Are Approximate, Actual May Vary.

Unofficial Property Record Card - Brimfield, MA

General Property Data

Parcel ID	17 A 1.1	**Account Number**	
Prior Parcel ID	--		
Property Owner	LAMOTHE JAMES B LAMOTHE LISA C	**Property Location**	HAYNES HILL ROAD
		Property Use	ORCH/VIN/BLU
Mailing Address	106 HAYNES HILL RD	**Most Recent Sale Date**	10/30/1997
		Legal Reference	10049-0520
City	BRIMFIELD	**Grantor**	COOK MARJORIE H
Mailing State	MA **Zip** 01010-9742	**Sale Price**	165,000
ParcelZoning	AR	**Land Area**	26.300 acres

Current Property Assessment

Card 1 Value	Building Value 0	Xtra Features Value 0	Land Value 9,074	Total Value 9,074

Building Description

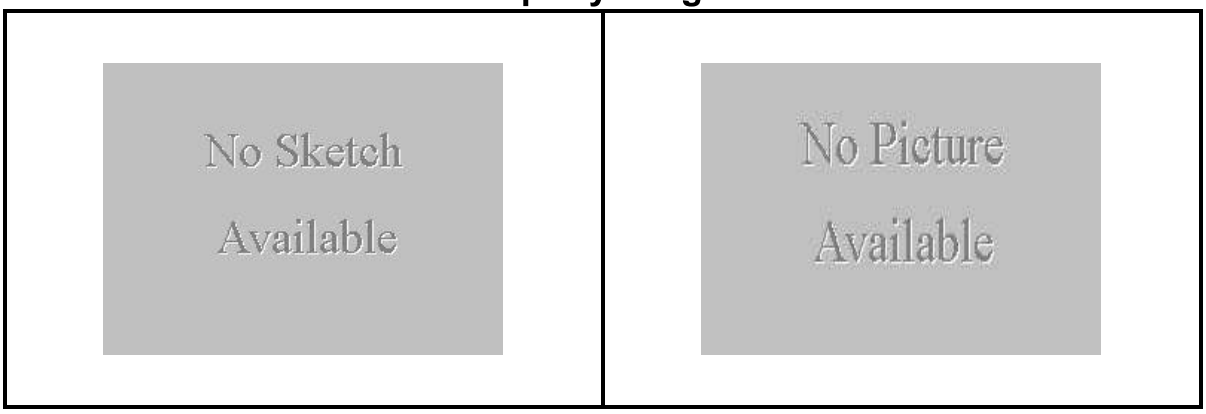
Building Style		**Foundation Type**		**Flooring Type**	N/A
# of Living Units	0	**Frame Type**		**Basement Floor**	N/A
Year Built	N/A	**Roof Structure**		**Heating Type**	N/A
Building Grade		**Roof Cover**		**Heating Fuel**	N/A
Building Condition	N/A	**Siding**		**Air Conditioning**	0%
Finished Area (SF)	N/A	**Interior Walls**	N/A	**# of Bsmt Garages**	0
Number Rooms	0	**# of Bedrooms**	0	**# of Full Baths**	0
# of 3/4 Baths	0	**# of 1/2 Baths**	0	**# of Other Fixtures**	0

Legal Description

Narrative Description of Property

This property contains 26.300 acres of land mainly classified as ORCH/VIN/BLU with a(n) style building, built about N/A , having exterior and roof cover, with 0 unit(s), 0 room(s), 0 bedroom(s), 0 bath(s), 0 half bath(s).

Property Images



Disclaimer: This information is believed to be correct but is subject to change and is not warranteed.

Unofficial Property Record Card - Brimfield, MA

General Property Data

Parcel ID	18 B 1	**Account Number**	
Prior Parcel ID	--		
Property Owner	LAMOTHE JAMES B	**Property Location**	HAYNES HILL ROAD
	LAMOTHE LISA C	**Property Use**	073
Mailing Address	106 HAYNES HILL RD.	**Most Recent Sale Date**	10/30/1997
		Legal Reference	10049-0520
City	BRIMFIELD	**Grantor**	COOK MARJORIE H
Mailing State	MA **Zip** 01010-9742	**Sale Price**	165,000
ParcelZoning	AR	**Land Area**	67.070 acres

Current Property Assessment

Card 1 Value	Building Value 0	Xtra Features Value 23,500	Land Value 26,332	Total Value 49,832

Building Description

Building Style		**Foundation Type**		**Flooring Type**	N/A
# of Living Units	0	**Frame Type**		**Basement Floor**	N/A
Year Built	N/A	**Roof Structure**		**Heating Type**	N/A
Building Grade		**Roof Cover**		**Heating Fuel**	N/A
Building Condition	Average	**Siding**		**Air Conditioning**	0%
Finished Area (SF)	N/A	**Interior Walls**	N/A	**# of Bsmt Garages**	0
Number Rooms	0	**# of Bedrooms**	0	**# of Full Baths**	0
# of 3/4 Baths	0	**# of 1/2 Baths**	0	**# of Other Fixtures**	0

Legal Description

Narrative Description of Property

This property contains 67.070 acres of land mainly classified as 073 with a(n) style building, built about N/A , having exterior and roof cover, with 0 unit(s), 0 room(s), 0 bedroom(s), 0 bath(s), 0 half bath(s).

Property Images





Disclaimer: This information is believed to be correct but is subject to change and is not warranteed.

Unofficial Property Record Card - Brimfield, MA

General Property Data

Parcel ID	18 B 1.2	**Account Number**	
Prior Parcel ID	--		
Property Owner	LAMOTHE JAMES B LAMOTHE LISA C	**Property Location**	106 HAYNES HILL ROAD
		Property Use	ONE FAM
Mailing Address	106 HAYNES HILL ROAD	**Most Recent Sale Date**	10/30/1997
		Legal Reference	10049-0520
City	BRIMFIELD	**Grantor**	COOK MARJORIE
Mailing State	MA **Zip** 01010	**Sale Price**	165,000
ParcelZoning		**Land Area**	2.020 acres

Current Property Assessment

Card 1 Value	Building Value	Xtra Features Value	Land Value	Total Value
	227,800	400	90,800	319,000

Building Description

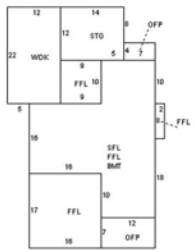
Building Style	OLD STYLE	**Foundation Type**	MASONRY	**Flooring Type**	HARDWOOD
# of Living Units	1	**Frame Type**	WOOD	**Basement Floor**	N/A
Year Built	1900	**Roof Structure**	HIP	**Heating Type**	FLOOR FURN
Building Grade	AVERAGE	**Roof Cover**	ASPHALT	**Heating Fuel**	OIL
Building Condition	Average	**Siding**	CLAPBOARD	**Air Conditioning**	0%
Finished Area (SF)	1754	**Interior Walls**	DRYWALL	**# of Bsmt Garages**	0
Number Rooms	6	**# of Bedrooms**	3	**# of Full Baths**	1
# of 3/4 Baths	0	**# of 1/2 Baths**	0	**# of Other Fixtures**	0

Legal Description

Narrative Description of Property

This property contains 2.020 acres of land mainly classified as ONE FAM with a(n) OLD STYLE style building, built about 1900 , having CLAPBOARD exterior and ASPHALT roof cover, with 1 unit(s), 6 room(s), 3 bedroom(s), 1 bath(s), 0 half bath(s).

Property Images





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