



COMMONWEALTH OF MASSACHUSETTS
AGRICULTURAL PRESERVATION RESTRICTION
WITH OPTION TO PURCHASE AT AGRICULTURAL VALUE

We, Thomas A. Beauchense and Jacqueline I. Beauchense, husband and wife, of Montague, Franklin County, Massachusetts (the "Grantors"), for consideration paid and in full consideration of (See Section VI ("Other")) Dollars (\$), receipt of which is hereby acknowledged, do hereby grant to the Commonwealth of Massachusetts, acting through the Commissioner of the Department of Agricultural Resources, (the "Grantee" or the "Commissioner") with an address at 251 Causeway Street, Suite 500, Boston, Massachusetts 02114-2151, its successors and assigns, an Agricultural Preservation Restriction in perpetuity (the "Restriction" or the "Agreement") together with an Option to Purchase at Agricultural Value as set forth in Section IV, herein, on approximately 16.4 acres of land as hereinafter defined in Section II, G hereof, (the "Premises") in accordance with the following terms and conditions. The (City)(Town) of Montague ("Co-Holder") shall hold title to this Restriction jointly with the Commonwealth, pursuant to Massachusetts General Laws ("General Laws"), Chapter 132A, Section 11A. The Grantors covenant that they are vested with good title to the Premises, and will warrant and defend the same on behalf of the Grantee against all claims and demands. Consideration mentioned above has been negotiated and agreed to based upon the difference between full fair market value and full fair market agricultural land value.

By making such grant, the Grantors grant to the Grantee all non-agricultural rights in the Premises except as otherwise described in Section III, A, hereof. Grantors retain all agricultural rights in the Premises except as otherwise limited by the terms and conditions of this Agreement.

I. STATEMENT OF PURPOSE

By obtaining this Agricultural Preservation Restriction with Option to Purchase at Agricultural Value, it is the primary 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 commercial agricultural use, and ensure resale of the Premises at Fair Market Agricultural Value ("FMAV")¹. In addition, this Restriction is intended to regulate and control activities and/or uses which may be detrimental to the actual or potential agricultural viability of the Premises, or detrimental to water conservation, soil conservation, or to good agricultural and/or forestry management practices or which may be wasteful of the natural resources of the Premises.

II. DEFINITIONS

When used throughout this Restriction, the words or phrases listed below shall have the following meanings:

A. ABANDONED: land that has not been actively utilized for commercial agricultural activities or uses for a period exceeding two years unless the non-utilization is recommended in a current USDA/NRCS plan as approved by the Grantee.

B. AGRICULTURAL USE: the raising of animals, including but not limited to, dairy cattle, beef

¹ NOTE: One of the goals of the APR Program, from the outset in 1976, was to ensure the availability of farmland and that APR land would be sold at its value as a farm, thereby permitting those entering or currently engaged in commercial agriculture to be able to acquire farmland at an investment level that is supported by the farming operation. The 1977 enabling statute provided that consideration of the non-agricultural bundle of rights in a property would not be a part of or included in any future transfers of such agricultural land and that all future transfers would be made at prices consistent with current farmland values, whether or not those values had appreciated or depreciated. Simply stated, the Commonwealth acquired all value of the land over and above its agricultural value. By maintaining the land at its full and fair market agricultural value, the Commonwealth insures the perpetuation of the land in agriculture at farm sustainable prices. The full fair market agricultural value includes all agricultural improvements such as agricultural business value, goodwill, infrastructure, and other such related agricultural business factors. APR landowners are then in a position to foster successful and viable agricultural enterprises.

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 General Laws, Chapter 61A, §1, as amended. Also horticultural uses, 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; or when primarily, directly used in a related manner which is incidental thereto and represents a customary and necessary use in raising such products and preparing them for market, as defined in General Laws, Chapter 61A, §2, as amended.

C. 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.

D. DEPARTMENT: the Department of Agricultural Resources of the Commonwealth of Massachusetts, 251 Causeway Street, Suite 500, Boston, MA 02114-2151.

E. GRANTORS: the party, or parties, or entity who own the Premises and executes this Restriction, or the party, or parties, or entity who hold record title to the Premises and are duly authorized to execute this Restriction and execute this Restriction, together with all successors in title, including but not limited to, transferees, assigns, heirs, devisees and legal representatives ("Successors in Title"). All rights and obligations of the Grantors hereunder shall inure to and be binding upon Grantors and all Successors in Title.

F. PERMANENT STRUCTURE: any structure that requires the grading of soil or excavation for footings or foundations or which substantially alters or otherwise affects the soil profile.

G. PREMISES: approximately 16.4 acres of land and buildings and structures thereon located at Sunderland Road (street address) in the Municipality of Montague, in Franklin County, Massachusetts as more fully described in Exhibit A, attached hereto and incorporated by reference into this Agreement.

H. TEMPORARY STRUCTURE: any structure that does not have a permanent foundation, or does not substantially alter or otherwise affect the soil profile.

I. FAIR MARKET AGRICULTURAL VALUE ("FMAV"): the combined total of the Fair Market Agricultural Land Value ("FMALV") and the Fair Market Agricultural Business Value ("FMABV") and the Fair Market Agricultural Dwelling Value ("FMADV").

J. FAIR MARKET AGRICULTURAL DWELLING VALUE ("FMADV"): the appraised replacement value of a dwelling(s) on the APR land.

K. FAIR MARKET AGRICULTURAL LAND VALUE ("FMALV"): the value based upon the highest and best use of the land for agricultural purposes, including such considerations as location, types of soil, and climate, but excluding buildings or uses thereof. Permanently installed agricultural improvements, such as in-ground irrigation or drainage systems, are considered part of the land. Agricultural land value is solely the value of the land, which value the landowner retains following the sale of the Restriction to the Commonwealth. FMALV is applicable at both the time of the Commonwealth's purchase of the Restriction and at the time of subsequent sale. The FMALV may rise and fall commensurate with market conditions and/or

inflation or other valuation factors such as upkeep of the land, and/or improvements in the condition of the soil or its productivity. It is understood that land improvements may increase the FMALV.

L. FAIR MARKET AGRICULTURAL BUSINESS VALUE ("FMABV"): the value based upon the ongoing agricultural business including agricultural buildings, infrastructure, goodwill and other related agricultural business factors. FMABV is relevant only upon the subsequent sale of the Premises and is not applicable at the time of original purchase of the Restriction by the Commonwealth. The FMABV appraisal includes agricultural business potential and is based upon activities and circumstances existing at the time of the sale of the Premises. The appraisal is not intended to contemplate speculative business potential that is dependent on management, investment or other prospective activities. FMABV may, when applicable, consider the value of ongoing agricultural business including agricultural buildings, infrastructure, goodwill and other related agricultural business factors on land owned by Grantors, but excluded from the APR ("non-APR land"), when such business on non-APR land is integral to the agricultural business on the Premises.

M. FAIR MARKET VALUE ("FMV"): the most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title to a buyer under conditions whereby: 1) buyer and seller are typically motivated; 2) both parties are well informed or well advised, and acting in what they consider their own best interests; 3) a reasonable time is allowed for exposure in the open market; 4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and 5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

III. TERMS AND CONDITIONS

A. OWNERSHIP RIGHTS

In addition to the Grantors' retained agricultural rights hereinbefore mentioned, the Grantors to and for themselves and their Successors in Title, agree that certain other rights pertaining to care, custody and control of the Premises not inconsistent with the terms and conditions of this Restriction or with General Laws, Chapter 184, Sections 31 through 33 and Chapter 132A, Sections 11A through 11D; and the rules, regulations and policies thereunder; and normally associated with ownership, including the right to privacy and to carry out regular farming practices, shall remain with Grantors.

B. PROHIBITED USES; ACTS; STRUCTURES

The Grantors covenant for themselves, and their Successors in Title, 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 Restriction or with General Laws, Chapter 184, Sections 31 through 33 and Chapter 132A, Sections 11A through 11D; and the rules, regulations and policies thereunder.
2. No residential dwelling, tennis court, in-ground swimming pool, commercial recreational horse riding or boarding facility, golf course, golf range, airport landing strip, cell tower, or other such non-agriculturally related temporary or permanent structure 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, oil, radio-active or hazardous waste, or other such 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 property 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. Any calculations involving development of any other property, whether or not adjacent to the Premises, in any manner whatsoever.

C. USES; ACTS; STRUCTURES THAT REQUIRE PRIOR WRITTEN APPROVAL

The following uses, acts or structures (hereinafter "uses" or "activities") are allowed only with the prior written approval of the Grantee. Requests for such approvals, and the granting thereof, shall be governed by the procedures set forth in Section III, D of this Restriction:

1. The construction or placing of permanent structures for housing seasonal agricultural employees or for other agriculturally related uses, including related retail sales, where the need for such structures is not a result of the use of existing structures for approved non-agricultural uses or activities.
2. The excavation, dredging, depositing on, or removal from the Premises of loam, peat, gravel, soil, sand, rock 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 existing agriculturally related structures 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 the current updated Agricultural Preservation Restrictions be recorded on the subdivided, partitioned, or otherwise divided parcels.
5. The construction or placement of an asphalt driveway, road, parking lot, utility pole, conduit or line in support of a temporary or permanent structure or improvement to the Premises, for the benefit of the Premises only.

D. APPROVAL PROCESS FOR PERMITTED USES; ACTS; STRUCTURES

The Grantee maintains policies and procedures governing this Restriction including making application to obtain approval for permitted uses, acts and/or structures. Grantors should obtain from Grantee the appropriate application and copies of all applicable policies and procedures in effect at time of seeking approval.

1. The Grantors covenant for themselves, and their Successors in Title, that prior to undertaking any uses or acts, or undertaking construction of any structures described in Section III, C, the following procedure, and the policies of the Department, as amended, shall be followed:
 - a. The Grantors shall complete and file a written application with the Grantee on a form provided by the Grantee. Grantors shall not secure other applicable permits required by local or state law and not incur any expense prior to

Grantee's approval of the application unless otherwise requested by Grantee.

- b. Grantors' 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 reasonably requires to determine that the intended use, act, or structure is consistent with the intent and purpose of this Restriction, as stated in Section I, herein, in the Statement of Purpose.
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, act, or structure is authorized by this Restriction, General Laws, Chapter 184, Sections 31 through 33 and Chapter 132A, Sections 11A through 11D; and the rules, regulations and policies thereunder.
 - b. the proposed use, act, or structure shall not defeat nor derogate from the intent of this Restriction, and General Laws, Chapter 184, Sections 31 through 33 and Chapter 132A, Sections 11A through 11D, and the rules, regulations and policies thereunder.
3. If Grantee approves, or approves with conditions, the Grantors' application, Grantee shall issue a certificate, suitable for recording, approving, in whole or in part, the application and setting forth any conditions, ("Certificate of Approval") and mail a copy to Grantors within said ninety (90) day period.
4. If the Grantee does not approve Grantors' application, Grantee shall state in writing its reasons for denial of the application and shall mail a copy of the denial to Grantors within ninety (90) days of receipt of the completed application.
5. At any time within the said ninety (90) day period the parties may mutually agree to extend the length of said period.

E. SPECIAL PERMIT PROCESS

The Grantee, with the approval of the Co-Holder, if any, upon request and application of Grantors, may issue a special permit approving certain commercial non-agricultural uses and activities on the Premises, providing that the Premises is being actively utilized for full-time commercial agriculture, and that such uses and activities are ancillary and subordinate to the agricultural use of the Premises ("Special Permit"). In addition, such uses and activities shall not be inconsistent with the intent and purpose of this Restriction. Further, commercial non-agricultural uses and activities for which the Grantors receive payment, compensation, or any other type of monetary or non-monetary remuneration require issuance of a Special Permit granted by the Grantee. A Special Permit for commercial non-agricultural uses and activities shall be approved only upon a finding by the Agricultural Lands Preservation Committee that the requirements under Section III, D (2) (b) above have been met. Any approval shall be conditioned upon the Special Permit being:

1. limited to the current owner(s) who applied for and obtained the Special Permit;
2. limited to a period no longer than five (5) years, renewable at the discretion of the Grantee for an additional term(s) of no longer than five (5) years, upon reapplication;
3. terminated upon transfer of ownership;
4. limited to uses and activities ancillary and subordinate to the agricultural use;

5. limited to uses and activities that will not impair the agricultural viability of the soil;
6. limited to uses and activities occurring in existing structures;
7. limited to existing structures requiring only minor renovations; and
8. limited to uses and activities requiring no new construction.

F. ENFORCEMENT OF THIS RESTRICTION

1. The Grantors grant to the Grantee, and to the Co-Holder as applicable, and their Successors in Title, the right to enter upon the Premises in a reasonable manner and at reasonable times, for the purposes of inspecting the Premises to determine compliance with this Restriction, any Certificate of Approval, Special Permit, or General Laws, Chapter 184, Sections 31 through 33 and Chapter 132A, Sections 11A through 11D, and rules, regulations and policies thereunder; the right to enforce this Restriction, any Certificate of Approval, Special Permit, or General Laws, Chapter 184, Sections 31 through 33 and Chapter 132A, Sections 11A through 11D, and rules, regulations and policies thereunder; and the right to take any other action which may be necessary or appropriate in the determination of Grantee, with or without order of court, to remedy or abate any violation of this Restriction, or of any Certificate of Approval, Special Permit, or of General Laws, Chapter 184, Sections 31 through 33 and Chapter 132A, Sections 11A through 11D, and rules, regulations and policies thereunder.
2. In the event of a violation of the terms of this Restriction, Certificate of Approval, Special Permit, or General Laws, Chapter 184, Sections 31 through 33 and Chapter 132A, Sections 11A through 11D, and rules, regulations and policies thereunder, the Grantee reserves the right to pursue any remedy available at law and equity, including injunctive relief.
3. The enforcement rights hereby granted shall be in addition to, and not in limitation of any other rights and remedies available to the Grantee for enforcement of this Restriction, Certificate of Approval, Special Permit, or General Laws, Chapters 184, Sections 31 through 33 and Chapter 132A, Sections 11A through 11D, and rules, regulations and policies thereunder.
4. The Grantors and their Successors in Title, shall be jointly and severally liable for any violation of the terms of this Restriction, Certificate of Approval, Special Permit, or General Laws, Chapters 184, Sections 31 through 33 and Chapter 132A, Sections 11A through 11D, and rules, regulations and policies thereunder.

G. AFFIRMATIVE COVENANT

The Grantors agree for themselves, and their Successors in Title, that the Premises shall be maintained in active commercial agricultural use, and the land shall not be abandoned. Discontinuance of commercial agricultural use shall only be allowed in accordance with a USDA Natural Resource Conservation Service Farm Management Plan, and with the Grantee's approval. Failure to maintain the Premises in active commercial agricultural use shall be a violation of this Restriction.

IV. OPTION TO PURCHASE PREMISES AT AGRICULTURAL VALUE

A. Grantee shall have an option to purchase the Premises at Fair Market Agricultural Value ("Option") in accordance with the provisions of this section. This Option has been granted as an integral part of this Restriction, the full consideration for which is set forth above. This Option constitutes a restriction that runs with the land and is binding in the event of a foreclosure of said Premises.

1. The intent of this Option is to ensure resale of the Premises at Fair Market Agricultural Value. Accordingly, the parties hereto agree to a process as follows:
 - a. In the event that Grantors propose to sell the Premises and enters into a bona fide Purchase and Sale Agreement with a third party for the sale of the Premises, Grantee, at its election, shall have the right to purchase or assign the right to purchase (see subsection G, below) the Premises from the Grantors at FMAV. Said FMAV shall be determined by:
 - i. an appraisal paid for and obtained by Grantors conducted and in accordance with the "Guidelines for Agricultural Appraisals" prepared by the Department and as in effect at such time, and the terms pertaining to appraisal set forth therein. Grantee shall have the right to disagree with the appraisal and, at its own expense, obtain its own appraisal. If the two appraisals differ, there shall be a third appraisal, the expense of which shall be equally shared between Grantee and Grantors, to determine the FMAV in accordance with the said "Guidelines for Agricultural Appraisers"; or, at the election of Grantors,
 - ii. an amount equal to the FMALV of the Premises as determined by the appraisal relied upon for the acquisition of this APR ("Governing Appraisal") which sum shall then be multiplied by the Inflation Rate. 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 date of Governing Appraisal for this Restriction to the date of execution of the bona fide Purchase and Sale Agreement.
2. In the event that the sale price as set forth in the bona fide Purchase and Sale Agreement is less than the FMAV determined by the procedures set forth in either a.i or a.ii above, Grantee shall have the right to purchase the Premises from Grantors, or assign its right to purchase the Premises from Grantors, for this lesser amount.
3. In the event of a subdivision, recording of a subdivision plan, partition, or any other division of the Premises, or any portion thereof, into two or more parcels, as approved by Grantee, the FMAV shall be determined pursuant to paragraph a.i above.

B. Upon executing a bona fide Purchase and Sale Agreement for the sale of Premises with a third party purchaser the following procedures shall be followed:

1. The Grantors shall provide, at a minimum, to the Grantee:
 - a. written notice stating Grantor's intent to sell the Premises ("Notice");
 - b. a true, correct, complete and fully executed copy of a bona fide Purchase and Sale Agreement including any offer executed from a third party to purchase the Premises;
 - c. a copy of the current deed;
 - d. the FMAV and any appraisals related thereto; or
 - e. FMALV as determined pursuant to A.1.a.ii above.
2. Upon receipt of this Notice, the Grantee shall have one hundred twenty (120) days to notify the Grantors of its election to purchase the Premises at FMAV (or any lesser

sale price set forth in the Purchase and Sale Agreement) or waive its rights under the Option. The Grantors shall be notified of Grantee's election by written notice ("Notice of Election").

C. In the event that the Grantee elects to exercise this Option to purchase the Premises, the deed shall be delivered and the consideration paid at the Franklin County Registry of Deeds before 4 o'clock p.m. on or before the one-hundred-twentieth (120) day after the date of mailing by the Grantee of the Notice of Election 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 at the time of the Notice of Election, 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 Grantors may sell the Premises, to the third party purchaser who entered into the bona fide Purchase and Sale Agreement referred to in Paragraph A.1.a above, only in the event that Grantee:

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

Said sale of the Premises must take place within one (1) year of the date of the Grantee's receipt of Notice, and be only upon the same terms and conditions as contained in said bona fide Purchase and Sale Agreement.

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

1. a conveyance by deed 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. a devise of said Premises by will or intestacy of the Grantors;
3. a conveyance of an interest in the Premises to a co-owner.

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 mail return receipt requested, addressed in the case of the Grantors 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 the Commissioner of the Department of Agricultural Resources, 251 Causeway Street, Suite 500, Boston, MA 02114-2151.

G. The Grantee may assign its right to purchase under this Option after providing the Grantors with a Notice of Election exercising its right to purchase, provided that the right to purchase may only be assigned to a party that, in the Grantee's opinion, will use or facilitate the use of the Premises for commercial agriculture. Any assignment shall only be effective when made in writing, signed by the Commissioner, and duly recorded with the appropriate registry of deeds.

H. Any waiver of the Grantee's rights under this Option shall be in writing, signed by the Commissioner, and in a form and format suitable for recording in the appropriate registry of deeds. This waiver shall serve to satisfy the Grantors' obligations to the Grantee under this Option with regard to the third party purchaser who entered into the bona fide Purchase and Sale Agreement referred to in Paragraph A.1.a, above.

I. The rights and obligations of the Grantors hereunder shall inure to and be binding upon the

Grantors and all Successors in Title.

V. AUTHORIZATION

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

This Restriction shall be administered and enforced by the Commissioner as in his/her sole discretion he/she may decide and on behalf of the Co-Holder by the Conservation Commission, the Board of Selectmen, or as otherwise provided in Section 11A of Chapter 132A of the General Laws. Nothing herein shall impose upon the Grantee or the Co-Holder 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 Co-Holder, 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 be released, in whole or in part, only by the Grantee through the procedures established in Section 32 of Chapter 184 of the General Laws, as amended, and 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 Restriction is ambiguous, it shall be interpreted in accordance with the rules, regulations and policies, as amended, of the Grantee and the provisions of General Laws, Chapter 184, Sections 31 through 33, and Chapter 132A, and Sections 11A through 11D, as amended.

No Massachusetts deed excise stamps are affixed hereto as none are required by law.

VI. OTHER

Lines 3 and 4 of the first paragraph on Page 1 are hereby amended by deleting the words "Dollars (\$), receipt of which is hereby acknowledged," and substituting therefore: "the sum paid to the Grantors, set forth in a prior Agricultural Preservation Restriction between Grantors and Grantee, dated May 25, 1995, recorded in Book 3010, Page 117, Franklin County Registry of Deeds, and in further consideration of the approval granted to Grantor by the Agricultural Lands Preservation Committee on August 1, 2003 to subdivide the Premises described in Exhibit A, receipt of which approval is hereby acknowledged and a certificate of said approval being recorded herewith,"

WITNESS the execution hereof under seal this 22nd day of August, 2003.

Thomas A Beauchesne

Jacqueline I Beauchesne

Thomas A Beauchesne

Jacqueline I. Beauchesne

Printed Name

Printed Name

COMMONWEALTH OF MASSACHUSETTS

Franklin, ss

August 22, 2003.

Then personally appeared the above-named Thomas A. Beauchesne and Jacqueline I. Beauchesne and acknowledged the foregoing instrument to be his/her free act and deed, before me.

Gloria M. Fotopulos

Gloria M. Fotopulos ; Notary Public

My Commission Expires: 2/3/06



APPROVAL OF THE COMMONWEALTH OF MASSACHUSETTS

The undersigned Kent Lage, Assistant Commissioner of the Department of Agricultural Resources of the Commonwealth of Massachusetts hereby certifies that the foregoing Agricultural Preservation Restriction with Option to Purchase at Agricultural Value granted by Thomas A. Beauchense and Jacqueline I. Beauchense to the Commonwealth of Massachusetts with respect to the Premises located in Montague, Franklin County, Massachusetts and more particularly described in Exhibit A attached hereto, has been approved in the public interest pursuant to General Laws, Chapter 184, Sections 32 through 33 and Chapter 132A, Sections 11A through 11D.

COMMONWEALTH OF MASSACHUSETTS

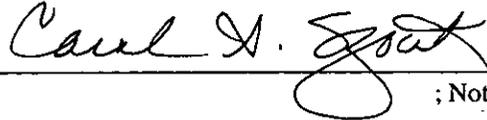
By: 
Kent Lage, Assistant Commissioner
Department of Agricultural Resources

COMMONWEALTH OF MASSACHUSETTS

 , ss

 , 2003.

Then personally appeared the above-named Kent Lage, Assistant Commissioner and acknowledged the foregoing instrument to be his free act and deed, before me.



; Notary Public

My Commission Expires :

Carol A. Szocik, Notary Public
Commonwealth of Massachusetts
My Commission Expires 1/22/2004

APPROVAL OF THE MUNICIPALITY

MUNICIPALITY OF MONTAGUE

We, the members of the Board of Selectmen of the Municipality of Montague, hereby approve the acceptance of the foregoing Agricultural Preservation Restriction granted by Thomas A. Beauchense and Jacqueline I. Beauchense, to the Commonwealth of Massachusetts (with the Municipality of Montague holding the Restriction jointly with the Commonwealth), with respect to Premises, as described therein, in the public interest pursuant to Massachusetts General Laws, Chapter 184, Sections 31 through and including 33 and, Chapter 132A, Sections 11A through 11D.

Date:

Town of Montague (Name of Municipal Body)

Edward J. Youdren, Chair _____
Allen Ross _____
Patricia A. Allen _____

COMMONWEALTH OF MASSACHUSETTS

Franklin County, ss August 25, 2003.

Then personally appeared the above-named Edward J. Youdren Allen Ross,
Patricia A. Allen, _____ and _____ and
acknowledged the foregoing to be their free act and deed, as duly elected or appointed members of
the Montague Board of Selectmen before me.
(Name of Municipal Body)

Robin L. Sherman

; Notary Public
My Commission Expires

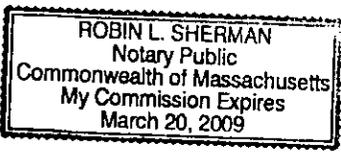


EXHIBIT A

The land in Montague, Franklin County, Massachusetts, shown as parcel B on a plan of land entitled, "Plan of Land in Montague, Massachusetts, Prepared for Thomas A. & Jacqueline Beauchesne," dated June 12, 1995, by Harold L. Eaton and Associates, Inc., recorded in Franklin County Registry of Deeds, Plan Book 91 Page 50.

Parcel B is more particularly bounded and described as follows:

Beginning at an iron pin on the easterly side of Sunderland Road, said iron pin being the southwesternmost corner of the parcel conveyed hereby; thence

Along the arc of a curve with a radius of 621.50 feet in a northerly direction along said Sunderland Road a distance of 49.24 feet to a concrete bound; thence

N. $05^{\circ} 27' 40''$ W. along said Sunderland Road a distance of 89.77 feet to a point; thence turning and running

S. $81^{\circ} 53' 02''$ E. a distance of 465.58 feet to a point; thence turning and running

N. $16^{\circ} 00' 12''$ E. a distance of 68.15 feet to a point; thence

N. $00^{\circ} 53' 35''$ W. a distance of 120.24 feet to a point; thence

N. $03^{\circ} 59' 31''$ W. a distance of 138.16 feet to a point; thence turning and running

N. $67^{\circ} 04' 32''$ W. a distance of 427.87 feet to a point; thence turning and running

N. $18^{\circ} 18' 45''$ E. along said Sunderland Road a distance of 171.98 feet to a point; thence

Along the arc of a curve with a radius of 477.36 feet in a northeasterly direction along said Sunderland Road a distance of 63.16 feet to an iron pin; thence turning and running

S. $74^{\circ} 40' 34''$ E. a distance of 920.87 feet to a point at a found ring of stones; thence turning and running

S. $13^{\circ} 27' 14''$ W. a distance of 196.88 feet to a point; thence turning and running

S. $87^{\circ} 19' 52''$ E. a distance of 156.39 feet to a point; thence turning and running

S. 09⁰ 24' 17" E. a distance of 158.60 feet to an iron pin; thence
S. 25⁰ 22' 15" E. a distance of 126.94 feet to an iron pin; thence
S. 20⁰ 48' 30" E. a distance of 211.80 feet to an iron pin; thence
turning and running
S. 60⁰ 03' 05" W. a distance of 262.83 feet to a point; thence
N. 82⁰ 09' 00" W. a distance of 71.32 feet to an iron pin; thence
N. 82⁰ 09' 00" W. a distance of 315.95 feet to an iron pin; thence
N. 42⁰ 57' 43" W. a distance of 125.98 feet to an iron pin; thence
N. 15⁰ 06' 52" W. a distance of 47.28 feet to an iron pin; thence
turning and running
N. 86⁰ 47' 19" W. a distance of 190.48 feet to an iron pin; thence
N. 81⁰ 53' 02" W. a distance of 398.99 feet to an iron pin at the place
of beginning.

Containing 16.402 acres, more or less.

Being a portion of the premises conveyed to Thomas A. Beauchesne and
Jacqueline I. Beauchesne by deed of Robert E. Cybulski, dated May 6, 1991, and
recorded in Franklin County Registry of Deeds, Book 2526, Page 296.

ATTEST: FRANKLIN COUNTY, MASS. H. Peter Wood, Register