

Agreement Between the Town of Leyden, MA and The Penfield Investment Trust  
Regarding Trust Owned Property on Hunt Hill Road, Leyden, MA

This Agreement is entered into this 22nd day of July 2024 by and between the Town of Leyden, acting by and through its Select Board (hereinafter the "Town") of 7 Brattleboro Road, Leyden, MA and the Penfield Investment Trust, acting by and through its Trustee, Robert Penfield (hereinafter the "Trust"), of 22 Silver Crest Circle, Unit 12, Greenfield, Massachusetts, 01301. References within to the Parties shall mean the Town and/or the Trust and/or Trustee.

Whereas the Town has discontinued a portion of Hunt Hill Road in Leyden, MA which abuts the Trust Property, consisting of a 33.61-acre parcel, more or less, on the northerly side of Hunt Hill Road (hereinafter the "Trust Property");

Whereas, at the Annual Town Meeting on June 20, 2023, the voters of Leyden voted to discontinue a certain portion of Hunt Hill Rd AKA Hunt Road, more particularly described as "Running a width of 2 rods and beginning at a point marked by a 7/8" iron pipe approximately 1726' from the intersection of Hunt Hill Road also known as Hunt Road and East Hill Road, then running westerly a distance of approximately 2,799' to the intersection with Brattleboro Road." This vote intending to discontinue a portion of Hunt Hill Road adjacent to the westerly portion of the Trust Property, but leaving a certain portion of Hunt Hill Rd still in existence from the intersection of East Hill Road to a point on the Trust property sufficient for the creation of a building lot.

Whereas, at the Annual Town Meeting on June 3, 2024, the voters of Leyden voted to:

- (a) discontinue Hunt Hill Road, as of September 1, 2024, from a point 943' from the intersection with East Hill Road to a point 1726' from the intersection with East Hill Road, more or less, in a westerly direction, marked by a 7/8" steel pipe next to an 18" poplar tree, the point of the current discontinuance approved by the Town Meeting vote of June 20, 2023 effective as of September 1, 2024, and
- (b) to lay out and accept the portion of Hunt Hill Road, from a point 943' from the intersection with East Hill Road to a point 1726' from the intersection with East Hill Road, more or less, in a westerly direction, marked by a 7/8" steel pipe next to an 18" poplar tree, as a statutory private way, as of September 1, 2024.

The 2024 votes in conjunction with the vote from 2023 are intended to discontinue a portion of Hunt Hill Road from a point 943' from the intersection with East Hill Road westerly and to establish a statutory private way from a point 943' from the intersection with East Hill Road to a point 1726' from the intersection with East Hill Road, more or less, in a westerly direction, marked by a 7/8" steel pipe next to an 18" poplar tree.

Whereas, the Trustee is willing to: consent to the discontinuance of the above described discontinuances of Hunt Hill Road; consent to a laying out of the above described portion of Hunt Hill Road as a statutory private way; place an Open Space Restriction on the Trust

Property; and waive monetary damages for the discontinuance and laying out, in exchange for certain work (see below) being performed by the Town on Hunt Hill Road prior to September 1, 2024.

Now therefore, in consideration of the mutual covenants and agreements set forth herein, sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Agreed Upon Provisions Regarding the Work to be Performed on Hunt Hill Road by the  
Town of Leyden**

The Town of Leyden agrees as follows concerning the work to be performed on Hunt Hill Road prior to the discontinuance of the road:

1. The Town will no longer have any responsibility for repairing or maintaining the road, nor for snow removal, except as set forth in paragraphs 2-9 below, with the work to be done before September 1, 2024.
2. The Town will stabilize and improve the surface of the current Hunt Hill roadbed from a point 943' from the intersection with East Hill Road to a point 1726' from the intersection with East Hill Road, more or less, in a westerly direction, marked by a 7/8" steel pipe next to an 18" poplar tree, the point of the discontinuance approved by the Town Meeting vote of June 20, 2023.
3. The Town will not widen the road, change the course of the road, or remove trees or banks along the roadbed, except as determined by the Leyden Highway Superintendent at his sole discretion to be necessary for safe operation of equipment used to improve the road.
4. The Town will add stone and gravel to improve vehicular travel along this portion of the proposed discontinued way.
5. The Town will create durable water bars to divert water on the road as opposed to culverts.
6. The Town will not modify the high banks of the road, instead using natural low areas for the water bar locations.
7. The Town will choose materials for the road that are appropriate for the road as determined by the Town of Leyden Highway Superintendent.
8. The Town will notify the property owners abutting the road of the anticipated upgrading of the road surface.
9. When feasible, the Town will not block access to the discontinued section of road with plowed snow, nor will it be responsible for any winter maintenance or maintenance of

any kind on the unmaintained or discontinued portion of the road after the initial road work described above is completed.

10. The work described in Paragraphs 2 – 9 herein is the agreed upon compensation provided by the Town of Leyden to the Penfield Investment Trust for any and all damages the Trust may suffer due to the discontinuance of Hunt Hill Road and the laying out of a portion as a statutory private way and as compensation for the related Open Space Restriction (see below). No further payment shall be made to the Penfield Investment Trust for any damages it may suffer due to the discontinuance of that portion of Hunt Hill Road described above and the laying out of the private statutory way nor as compensation for the Open Space Restriction.

**Agreed Upon Provisions as to the Penfield Investment Trust and its Trustees'  
Responsibilities in Exchange for the Town of Leyden Work on the Roadbed Described  
Above**

The Penfield Investment Trust and its Trustees agrees as follows:

1. The Trustee, having full authority to execute same, will sign an Open Space Restriction in the form as set forth in the **Exhibit A**.
2. The Trust and Trustee will not oppose the discontinuance of a portion of Hunt Hill Road from a point 943' from the intersection with East Hill Road to a point 1,726' from the intersection with East Hill Road, marked by a 7/8" steel pipe next to an 18" poplar tree, the point of the current discontinuance of Hunt Hill Road, approved by the Town Meeting vote on June 20, 2023.
3. The Trust and Trustee will not oppose the acceptance by the Town of a statutory private way from the new point of discontinuance 943' from the intersection with East Hill Road to any point along the Hunt Hill roadbed to be decided by Town Meeting including the historic length beyond the recent point of discontinuance.
4. The Trust and Trustee agrees to make no further claims against the Town of Leyden for the discontinuance of Hunt Hill Road and the laying out of a statutory private way along the discontinued portion of Hunt Hill Road agreeing that the provisions within this Agreement are fair and adequate compensation.
5. The Trust and Trustee agree to seek no further compensation, other than the work agreed to be performed by the Town set forth above, as compensation for the granting of the Conservation Restriction agreeing that the provisions within this Agreement are fair and adequate compensation.
6. The Trust and Trustee acknowledge that prior to September 1, 2024, they are not permitted to make any substantive maintenance, repairs, or improvements to Hunt Hill Road without the written authorization of the Town of Leyden Select Board.

7. The Trust and the Trustee agree to dismiss with prejudice and no costs and no right of appeal the Civil Action filed in the Franklin County Superior Court, captioned, Robert G. Penfield in his capacity as trustee of the Penfield Investment Trust v. Town of Leyden, Docket No. 2478CV00042.

### **General Agreement Provisions**

6. **Modification, Waiver or Change** No modifications, waiver, or change shall be made in the terms and conditions of this Agreement, except as may be mutually agreed upon in writing by all parties hereto.
7. **Successors and Assigns** This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of each of the Parties hereto.
8. **Marginal Headings, Pronouns** The marginal headings used in this Agreement are for convenience only and shall not be deemed to be a binding portion of this Agreement. The pronouns he, she, or it, are also used for convenience, and in the event that an improper pronoun has been used, it shall be deemed changed so as to render the sentence in which it is contained effective in accordance with its terms.
9. **Governing Law** This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.
10. **Venue and Jurisdiction** Venue and jurisdiction of any action will only be brought in the Commonwealth of Massachusetts, County of Franklin.
11. **Entire Understanding** This Agreement, together with the attachments hereto, if any, represent the entire understanding of the Parties, and neither Party is relying upon any representation not contained herein.
12. **Severability** In the event that any provision of this Agreement shall be deemed invalid, unreasonable, or unenforceable by any court of competent jurisdiction, such provision shall be stricken from the Agreement or modified so as to render it reasonable, and the remaining provisions of this Agreement or the modified provision as provided above, shall continue in full force and effect and be binding upon the Parties so long as such remaining or modified provisions reflect the intent of the Parties as of the date of this Agreement. Further, should this Agreement omit any statutory or regulatory requirements which would otherwise render this Agreement illegal, then this Agreement shall be deemed amended to the minimum extent necessary to comply with said statutes or regulations.

For purposes of interpreting this Agreement in the context of a dispute over its terms or otherwise neither Party shall be considered the drafter of this Agreement and neither Party shall have any provision of this Agreement construed in its favor as a result of its role in drafting this Agreement or its bargaining power with respect to this Agreement, Consultant's Services, the project, or otherwise.

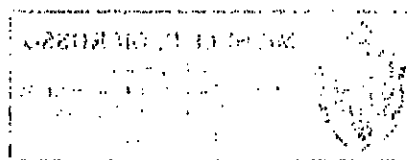
13. **No Waiver** Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of any such terms, conditions or acts but the same shall be and remain at all times in full force and effect.

14. **Authority** Each Party executing this Agreement acknowledges that it has full power and authority to do so and that the person executing on its behalf has the authority to bind the Party.

15. **Counterparts** This Agreement may be signed in any number of counterparts all of which taken together, each of which is an original, and all of which shall constitute one and the same instrument, and any Party hereto may execute this Agreement by signing one or more counterparts.

16. **Recording** The Parties agree that this document may be recorded in the Registry of Deeds of Franklin County for the benefit of the land of each Party.

**SIGNATURES ON FOLLOWING PAGES**



Witness our hands on this 22nd day of July 2024.

Town of Leyden

Katherine DiMatteo  
Select Board, Chair

[Signature]  
Select Board, Member

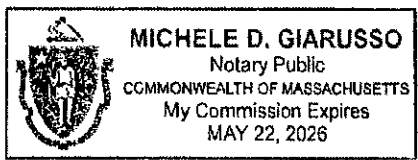
[Signature]  
Select Board, Member

COMMONWEALTH OF MASSACHUSETTS

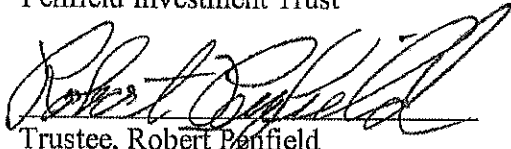
FRANKLIN, SS.

On this 22<sup>nd</sup> day of July 2024 before me, the undersigned notary public, personally appeared Katherine DiMatteo Erica Teusen, and Tiffany Baker and proved to me through satisfactory evidence of identification, which was MA Driver's License, MA Driver's License, and MA Driver's License, to be the parties whose names are signed on the preceding document and acknowledged to me that they signed it voluntarily for its stated purpose.

Michele D. Giarusso  
Notary Public:  
My Commission Expires:



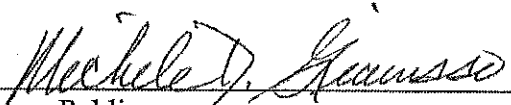
Penfield Investment Trust

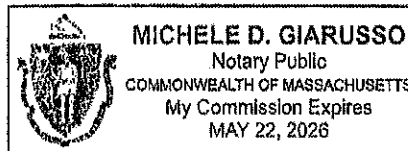
  
Trustee, Robert Penfield

COMMONWEALTH OF MASSACHUSETTS

FRANKLIN, SS.

On this 23<sup>rd</sup> day of JULY 2024, before me, the undersigned notary public, personally appeared and proved to me through satisfactory evidence of identification, which was MA Driver's license, to be the party whose name is signed on the preceding document and acknowledged to me that he signed it voluntarily for its stated purpose.

  
Notary Public:  
My Commission Expires:



## OPEN SPACE RESTRICTION

**GRANTOR:** Penfield Investment Trust

**GRANTEE:** The Town of Leyden acting through its  
Select Board

**ADDRESS OF PREMISES:** Hunt Hill Road, Leyden, MA

**FOR GRANTOR'S TITLE SEE:** Franklin County Registry of Deeds at  
Book 7815, Page 163.

Robert G. Penfield, Trustee of the Penfield Investment Trust, of 22 Silver Crest Circle, Unit 12, Greenfield, Massachusetts, 01301, acting for the Trust and its successors and assigns ("Grantor"), grant with QUITCLAIM COVENANTS to the Town of Leyden, acting by and through its Select Board, by authority of Section 14 of Chapter 40 of the Massachusetts General Laws, (the "Grantee"), having an address of Town Hall, 7 Brattleboro Road, Leyden, Massachusetts 01301, in consideration for road work undertaken by the Town and other valuable consideration, IN PERPETUITY AND FOR OPEN SPACE PURPOSES, the following Open Space Restriction on land owned by the Trust and located in Leyden containing the entirety of a 33.61 acre property, more or less ("Premises"), which Premises is more particularly described in Exhibit A and shown in the attached plan in Exhibit B and Exhibit C, all of which are incorporated herein and attached hereto.

### I. PURPOSES:

This is an Open Space Restriction. The purpose of this Open Space Restriction is to assure that the Premises will be maintained in perpetuity for Open Space purposes, in a natural, scenic, and undeveloped condition, and to prevent any use or change that would impair or interfere with its Open Space and preservation values ("Open Space values"). The Open Space values for the premises will ensure that the forests contained on the Premises will be permanently available for forestry. Forestry may be undertaken on the premises in the manner that would be consistent with the protection of other Open Space values present on the Premises with the intent to preserve the generally forested nature of the premises. Agriculture, including the growing of fruit bearing trees, may also be undertaken on the premises consistent with the protection of other Open Space values present on the Premises with the intent to preserve the generally forested nature of the premises.

### II. GRANTOR'S ACKNOWLEDGEMENTS

The grantor herein states, acknowledges, covenants, and agrees both for itself and for all of its heirs, successors and assigns as follows:

1. This Open Space Restriction is in all respects subject to and enforceable by the Town of Leyden, Massachusetts, notwithstanding lack of privity of estate or contract or lack of benefit to particular land;
2. This Open Space Restriction shall run with the land and shall be binding upon the undersigned owners and their heirs, successors, and assigns;



3. This Open Space Restriction is not assignable and is enforceable only by the Town of Leyden or by its lawful successor(s) absent permission by the Grantor.
4. This Open Space Restriction encumbers the premises in perpetuity.

### **III. PARTIES ACKNOWLEDGEMENTS AS TO THE CURRENT CONDITION OF PREMISES**

Grantor and Grantee specifically acknowledge that the current condition of the Premises is that the property is generally wooded:

1. There are two open fields on the Premises which were created through logging which occurred in the past two years with each field being approximately 40 yards wide and 70 yards long;
2. There are wood roads located throughout the Premises, including an entranceway road off of Hunt Hill Road;
3. There are walking paths/trails located throughout the Premises;
4. There is a small temporary bridge carrying the entranceway road into the Premises from Hunt Hill Road;
5. There has been selective logging throughout the Premises, primarily of pines, which occurred in the past two years;
6. There is a small shed, of less than 200 sq. ft. in size on the Premises;
7. There is a small Hunting Blind (tent style) on the Premises; and
8. There are some areas of wetlands on the premises, including areas located near the frontage with Hunt Hill Road, and the Conservation Commission holds records pertaining to some wetlands on the Premises.

This acknowledgement is intended to serve as general objective baseline information for subsequent monitoring of compliance with the terms of this Open Space Restriction as described herein. Notwithstanding the foregoing, the parties may utilize other evidence of the condition of the Premises at the time of this grant other than this acknowledgement if this acknowledgement does not adequately address the issues presented.

### **IV. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO**

Subject to the exceptions set forth herein, the Grantors will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

1. Constructing, placing or allowing to remain any new temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement,

sign, fence, billboard or other advertising display, antenna, utility pole, tower, solar panel, solar array, conduit, line or other temporary or permanent structure or facility on, above or under the Premises, excepting Grantee has constructed one 200 square foot or less shed on the property for their use.

2. Placing, filling, storing, or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree, and other vegetation cuttings all of which are exclusively generated off-site, or the installation of underground storage tanks.
3. Subdivision or conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), and no portion of the Premises may be used towards building or development requirements on this or any other parcel.
4. The disruption, removal, or destruction of the stone walls or granite fence posts on the Premises.
5. The use of the Premises for business, residential, or industrial use, excepting any such business activities undertaken related to logging or agriculture in accordance with the terms of this document.
6. Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock, or other mineral resource or natural deposit or otherwise making topographical changes to the area excepting any such activities undertaken for: (a) the creation of new log roads or trails in accordance with the terms of this document; (b) logging or agriculture in accordance with the terms of this document; and (c) recreational activities in accordance with the terms of this document.
7. Cutting, removing, or otherwise destroying trees, grasses, or other vegetation excepting activities undertaken for: (a) the creation of new log roads or trails in accordance with the terms of this document; (b) logging or agriculture in accordance with the terms of this document; and (c) recreational activities in accordance with the terms of this document.
8. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, wildlife habitat, or archaeological investigation excepting activities undertaken for: (a) the creation of new log roads or trails in accordance with the terms of this document; (b) logging or agriculture in accordance with the terms of this document; and (c) recreational activities in accordance with the terms of this document.

## **V. PERMITTED USES**

Notwithstanding Section IV above, The Grantor reserves the right to conduct or permit the following activities and uses on the Premises, but only if such uses and activities do not impair the Open Space values or purposes of this Open Space Restriction.

1. Forestry and Cutting. Conducting or permitting others to conduct sound silvicultural uses of the Premises, including the right to commercially harvest forest products (as such term may be defined from time to time in General Laws, Ch. 61, Sec. 1, or successor law) and the establishment of new woods roads all in accordance with prudent and sound silvicultural practices with an approved forestry cutting plan shared with the Leyden Select Board and Conservation Commission and with the intent to preserve the generally forested nature of the premises.
2. Agriculture. Growing and cultivating crops, including fruit bearing trees, in accordance with prudent and sound agricultural practices and with the intent to preserve the generally forested nature of the premises.
3. Outdoor Recreational Activities. Hunting, hiking, horseback riding, cross-country skiing, and other recreational activities, including using motorized outdoor recreational activities, such as seasonal snowmobiling, four-wheeling, and the use of other recreational vehicles.
4. Motorized Vehicles. Use of larger motorized vehicles as reasonably needed to conduct the permitted activities such as forestry and agriculture, provided such use does not materially impair the purposes of this Open Space Restriction.
5. Vegetation Management. The selective removing of brush, pruning and cutting to prevent, control or remove hazards, disease, insect, or fire damage, or to preserve the present condition of the Premises, including maintaining open spaces, wood roads and trails, as acknowledged in Section III above.
6. Non-native or nuisance species. The removal of non-native or invasive species, and the control of such species in a manner that minimizes damage to surrounding, non-target species and preserves water quality.
7. Composting. The stockpiling and composting of stumps, trees, brush, limbs, and similar biodegradable materials originating on the Premises, provided that such stockpiling and composting is in locations where the presence of such activities will not impair the Open Space values of this Open Space Restriction.
8. Archaeological Investigations. The right to conduct archaeological activities, including without limitation archaeological research, surveys, excavation, and artifact retrieval, in accordance with Massachusetts law.
9. Trails. The marking, clearing and maintenance of existing trails and wood roads as acknowledged in Section III above. The construction, marking, and maintenance of new trails and wood roads in a manner which does not materially impair the purposes of this Open Space Restriction

10. Signs. The erection, maintenance, and replacement of signs with respect to trespass, trail access, identity and address of the occupants, sale of the Premises, the Grantee's interest in the Premises, forestry, Agriculture, and/or other reserved rights.

## **VI. NO PUBLIC ACCESS TO THE PREMISES**

While the Premises is subject to the constraints set forth in this document, the Grantor still maintains dominion and control over the Premises and still has the right to block public access to the Premises. The Grantor may prohibit and regulate access to and use of the Premises by the public, including the right to prohibit hunting, fishing, and trapping, and including the right to exclude the public through the utilization of signs.

The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Open Space Restriction. However, any such access will be undertaken only after giving the Grantor adequate notice in writing and with the Grantor having the right to be present during any such entry into the Premises.

## **VII. DURATION, NON-ASSIGNABILITY, ENFORCEMENT, AMENDMENT AND RELEASE**

1. The burdens of this Open Space Restriction shall run with the Premises in perpetuity and shall be enforceable against the Grantor and the successors and assigns of the Grantors holding any interest in the Premises. The Grantors agree to incorporate by reference the terms of this Open Space Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises.
2. The benefits of this Open Space Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee without written permission of the Grantor.
3. The rights hereby granted to the Grantee shall include the right to enforce this Open Space Restriction by appropriate legal proceedings in a Court of competent jurisdiction and to obtain injunctive and other equitable relief against any violations. The terms of this Open Space Restriction shall not be construed to grant any third party standing for any type of enforcement claim or action.
4. Enforcement of the terms of this Open Space Restriction shall be at the discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Open Space Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.
5. This Open Space Restriction may be amended by written agreement between the then owner of the Premises and a majority of the Selectboard of the Town of Leyden or their

successor. Any such amendment shall be recorded in the Franklin County Registry of Deeds.

6. This Open Space Restriction may be released, in whole or in part, by the Selectboard of the Town of Leyden or their successor, for such consideration (if any) as the Selectboard or their successor by majority vote may determine. Any such release shall be recorded in the Franklin County Registry of Deeds.

#### **VIII. EFFECTIVE DATE**

This Open Space Restriction shall be effective when the Grantors and the Grantee have executed it and after it has been recorded in the Franklin County Registry of Deeds.

#### **IX. RECORDATION**

The Grantees shall record this instrument in timely fashion in the Franklin County Registry of Deeds.

#### **X. NOTICES**

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: Penfield Investment Trust  
22 Silver Crest Circle  
Unit 12,  
Greenfield, MA, 01301

To Grantee: Select Board  
Town of Leyden  
7 Brattleboro Road  
Leyden, MA, 01301

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

#### **XI. GENERAL PROVISIONS**

1. Controlling Law. The interpretation and performance of this Open Space Restriction shall be governed by the laws of the Commonwealth of Massachusetts.
2. Severability. If any provision of this Open Space Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provision of this Open Space Restriction shall not be affected thereby.

3. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to this Open Space Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Open Space Restriction, all of which are merged herein.

Attached hereto and incorporated herein by reference are the following:

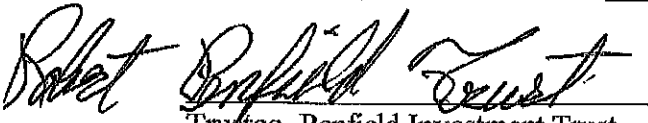
Signature pages:

Grantor: Penfield Investment Trust  
Grantee Acceptance: Town of Leyden acting by and through its Select Board  
Approval by Select Board of Leyden

Exhibits:

Exhibit A: Legal Description of Premises  
Exhibit B: Plan of Premises, Recorded in the FCRD, Plan Book 82 Page 94  
Exhibit C: Plan of Premises (Boundary line agreement), Recorded in the FCRD, Plan Book 80 Page 55

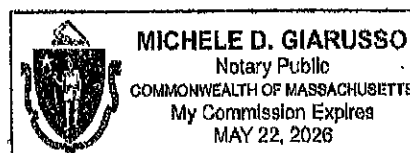
WITNESS my hand and seal this 23 day of July, 2024.

  
Trustee, Penfield Investment Trust

COMMONWEALTH OF MASSACHUSETTS  
Franklin ss:

On this 23<sup>rd</sup> day of July, 2024, before me, the undersigned notary public, personally appeared Robert Penfield, and proved to me through satisfactory evidence of identification which was MA Driver's License to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

  
Notary Public  
My Commission Expires:



**ACCEPTANCE OF GRANT BY LEYDEN SELECT BOARD**

We, the undersigned, being a majority of the Select Board of the Leyden, Massachusetts, hereby certify that at a public meeting duly held on JULY 22, 2024 the Select Board voted to approve and accept the foregoing Open Space Restriction from Penfield Investment Trust pursuant to M.G.L. Chapter 40 Section 14 and do hereby accept the foregoing Open Space Restriction.

SELECT BOARD:

Katherine D. Matteo

[Signature]

COMMONWEALTH OF MASSACHUSETTS

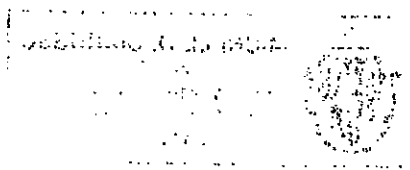
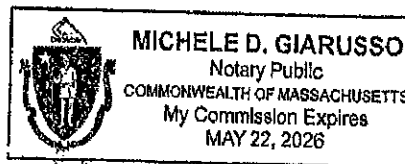
Franklin,ss:

On this 22<sup>nd</sup> day of July, 2024, before me, the undersigned notary public, personally appeared Katherine D. Matteo, and proved to me through satisfactory evidence of identification which was MA Driver's License to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Michele D. Giarusso

Notary Public

My Commission Expires:

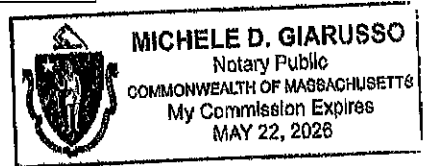


COMMONWEALTH OF MASSACHUSETTS

Franklin,ss:

On this 22<sup>nd</sup> day of July, 2024, before me, the undersigned notary public, personally appeared Erica Jensen, and proved to me through satisfactory evidence of identification which was MA Driver's License to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Michele D. Giarusso  
Notary Public  
My Commission Expires:

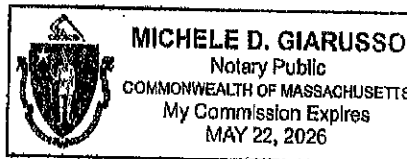


COMMONWEALTH OF MASSACHUSETTS

Franklin,ss:

On this 23<sup>rd</sup> day of July, 2024, before me, the undersigned notary public, personally appeared Jeffrey Baker, and proved to me through satisfactory evidence of identification which was MA Driver's License to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Michele D. Giarusso  
Notary Public  
My Commission Expires:





AFFECTED PREMISES:  
LAND ON HUNT HILL ROAD  
LEYDEN, MA

---

**QUITCLAIM DEED**

I, **ROBERT PENFIELD**, unmarried, of 22 Silver Crest Circle, Unit 12, Greenfield, Franklin County, Massachusetts 01301

In Consideration of **--ONE and 00/100 (\$1.00) DOLLARS--**

Grant to **ROBERT G. PENFIELD, TRUSTEE OF THE PENFIELD INVESTMENT TRUST**, under a Declaration of Trust dated January 14, 2015, as evidenced by a Trustee's Certificate pursuant to M.G.L. c. 184, Sec. 35, recorded herewith, of 22 Silver Crest Circle, Greenfield, MA 01301

**WITH QUITCLAIM COVENANTS**

The Land and buildings thereon, in Leyden, Franklin County, Massachusetts, bounded and described as shown on EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE

The Grantors herein release all rights of homestead they may have in the above referenced premises and verify that they have no other family member entitled to claim a homestead interest in the subject premises.

This conveyance creates no new boundaries.

EXHIBIT 'A'

**O HUNT HILL ROAD  
LEYDEN, MA**

A CERTAIN wood lot in the Town of Leyden, being all and the same land and premises conveyed to Everett N. Stafford by John L.S. Howes by deed dated March 3, 1936 and recorded in the Franklin County Registry of Deeds Book 821, Page 354.

BOUNDED on the north and east by land formerly of W.W. Davenport, partly on the east by land now or formerly of J.S. Foster and the highway, and on the west by land formerly of said Davenport. EXCEPTING AND RESERVING from this conveyance the land conveyed by Hart E. Mowry to Wilson Carroll by deed dated May 11, 1908, and recorded with Franklin County Deeds, Book 567, Page 52, to which deed or the record thereof reference is hereby had for a more particular description of the premises excepted and reserved.

Being designated as Parcel 2 of deed from Robert T. Stafford to Robert T. Stafford and Ernest R. Stafford dated October 25, 2005, recorded in Franklin County Registry of Deeds Book 4992, Page 342.

The land is more particularly described and shown as 33.61 acres on a plan entitled "Plan of Land in Leyden Surveyed for Robert T. Stafford, Scale 1"= 80', July 1979, revised February 7, 1991, Easterly line along Glabach Corrected" prepared by Mary Anne R. Milewski, said plan recorded in the Franklin County Registry of Deeds in Plan Book 82, Page 94.

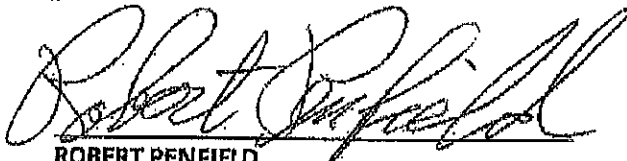
SUBJECT to BOUNDARY LINE AGREEMENT between Robert T. Stafford and Jeffery A. Glabach, dated January 31, 1991 and recorded in the Franklin County Registry of Deeds Book 3215, Page 300.

Being all and the same premises as was conveyed to Robert T. Stafford and Ernest R. Stafford by deed of Robert T. Stafford dated October 25, 2005 and recorded in the Franklin County Registry of Deeds in Book 4992, Page 342. See also Deed at Book 1527, Page 91.

BEING ALL AND THE SAME premises conveyed to Robert Penfield by Robert T. Stafford and Ernest R. Stafford by deed dated March 19, 2021 and recorded in Franklin County Registry of Deeds Book 7726, Page 343.

Executed this 25 day of July, 2021.

  
WITNESS

  
ROBERT PENFIELD

COMMONWEALTH OF MASSACHUSETTS

County of Franklin, ss.

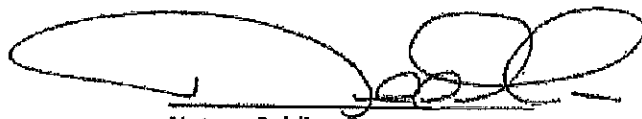
On this 25 day of July, 2021, before me, the undersigned notary public; personally appeared ROBERT PENFIELD, who proved his/her identity to me:

by personal knowledge of signatory for a period of time establishing beyond doubt that the individual has the identity claimed,

\_\_\_ by taking the oath of a credible witness, unaffected by this document or transaction, who has personal knowledge of signatory, said witness being personally known to me,

\_\_\_ by satisfactory evidence of photographic identification of signatory, which were his/her current driver's license,

and swore to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose and it was true to the best of his/her knowledge and belief.



Notary Public:

My commission expires: 11/26/2021

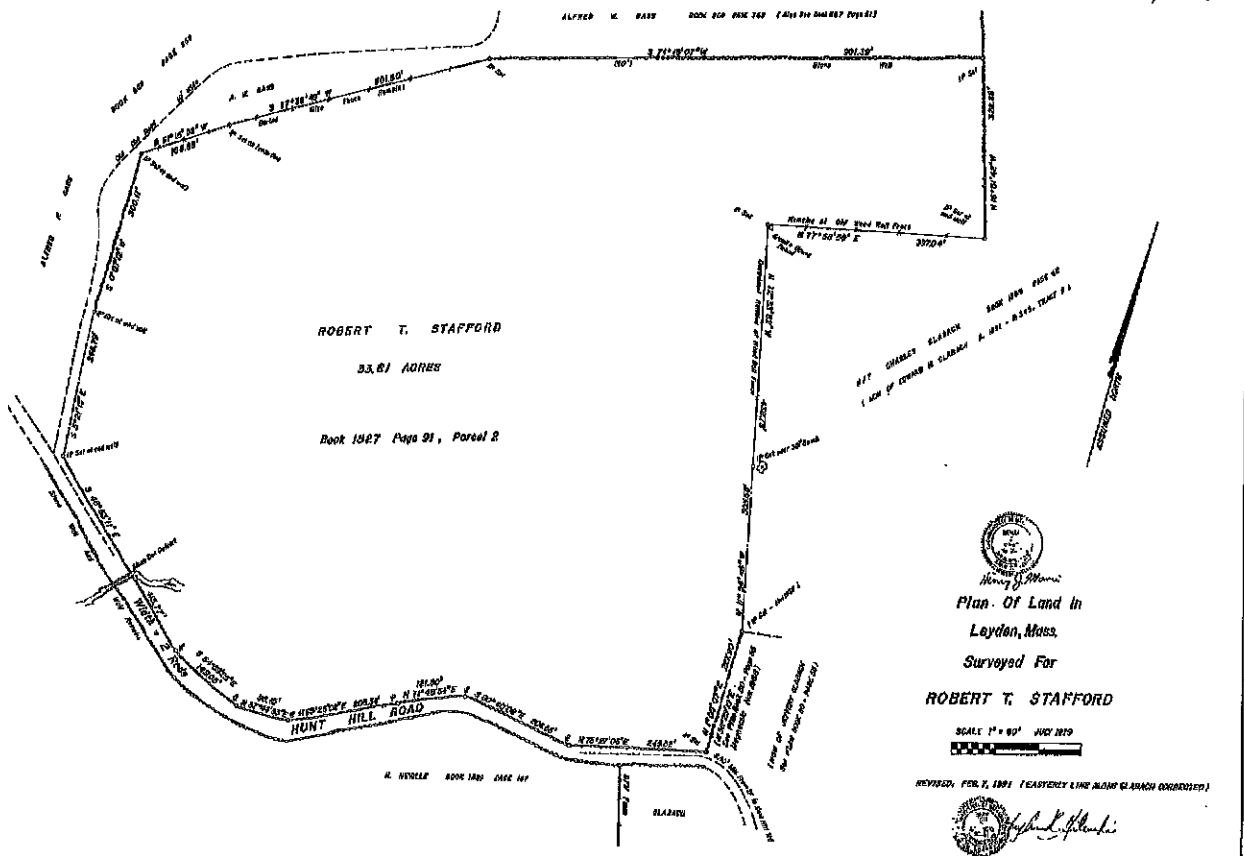
FALMOUTH COUNTY  
REGISTER OF DEEDS  
October 23, 1927  
J. W. B. HARRIS, A. R.  
REGISTER FOR RECORD  
DORCHESTER MASS.

Exhibit B

I CERTIFY THAT THIS PLAN HAS BEEN PREPARED  
IN CONFORMANCE WITH THE RULES AND REGULATIONS  
OF THE REGISTER OF DEEDS OF MASS.  
DATE: Aug 6, 1927  
DEEDS: Henry J. Stewart

A PLANNING BOARD HAS BEEN ORGANIZED  
UNDER THE TERMS OF CHAPTER 243A, ACT  
NO. 1082, PASSED APRIL 27, 1924, AND  
THE BOARD HAS APPROVED THIS PLAN  
AS BEING IN ACCORD WITH THE  
PROVISIONS OF SAID CHAPTER.  
DATE: July 1, 1927  
SECRETARY: Henry J. Stewart

PLANNING BOARD  
LEYDEN, MASS.  
APPROVAL BY THE PLANNING BOARD UNDER  
REGULATORY CONTROL LAWS NOT REQUIRED.  
DATE: Aug 6, 1927  
CHAIRMAN: Henry J. Stewart

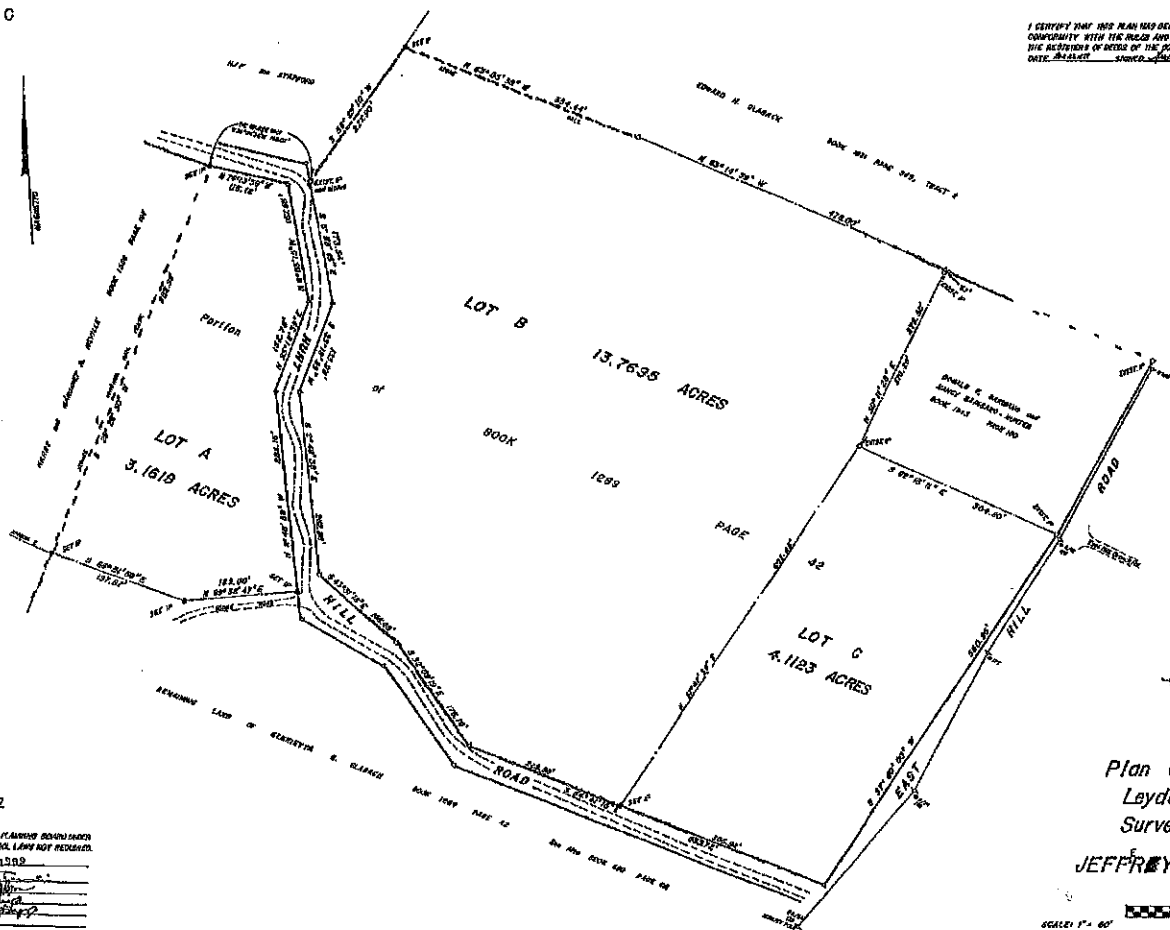


Surveyed For  
**ROBERT T. STAFFORD**  
SCALE 1" = 50' JULY 1927  
REVISED, FEB. 7, 1921 (CASTERLY LINE AND BRANCH CORRECTED)  
Henry J. Stewart

Exhibit C

I CERTIFY THAT THIS PLAN HAS BEEN PREPARED BY  
 CONFORMITY WITH THE RULES AND REGULATIONS OF  
 THE REGISTER OF DEEDS OF THE COMMONWEALTH OF MASS.  
 DATE: 11/21/88 SURVEYOR: Jeffrey Glabach

FRANKLIN COUNTY  
 REGISTER OF DEEDS  
 11 November 21, 1988  
 2:30 P.M.  
 RECORDS FOR RECORD  
 WINDHAM, MASS.



Plan Of Land In  
 Leyden, Mass.  
 Surveyed For  
 JEFFREY GLABACH

SCALE: 1" = 60'



NOV 21, 1988

PLANNING BOARD  
 LEYDEN, MASS.  
 APPROVAL BY THE PLANNING BOARD UNDER  
 SUBDIVISION CONTROL LAWS NOT REQUIRED.  
 DATE: 11/21/88  
 SIGNED: [Signature]  
 [Signature]