

PACKARD LAW
OFFICE

April 7, 2021

Board of Selectman
126 Main Street
Ware, MA 01082

Board of Assessors
126 Main Street, Suite G
Ware, MA 01082

Conservation Commission
126 Main Street
Ware, MA 01082

Planning Board
126 Main Street, Suite J
Ware, MA 01082

State Forester
The Commissioner of the Department of Conservation and Recreation
251 Causeway Street
Boston, MA 02114

Re: Notice of Intent – Cynthia Turek – Webster Road, Ware, Massachusetts

Dear Board Members and State Forester:

Please consider this a notice of intent to sell and a statement of intent to sell certain property currently owned by our client, Cynthia Turek. This notice is provided pursuant to Massachusetts General Laws Chapter 61A. The property is described in the following deeds recorded with the Hampshire Registry of Deeds:

Book 4413, Page 156

Book 3578, Page 6

Book 2163, Page 148

RECEIVED

Copies of said deeds are included for your reference. The property is located at Webster Road, Ware, Massachusetts. The property noted includes land under the same ownership, and not classified under the Chapter, but to be sold contemporaneously with the proposed sale.

For your reference, I enclose a copy of the lien recorded in said Registry of Deeds in Book 5518 Page 53, which states that the subject property is identified as two tracts shown on Town of Ware Assessors' Map 25 as Lot 10 (consisting of 23.817 acres) and Map 31 as Lot 4 (consisting of 60.437 acres), copies of which are enclosed for your reference. Additionally, a prior release of .19 acres pertaining to Map 25, Lot 10 has been enclosed for your reference.

The properties are further shown on plans recorded with the Hampshire Registry of Deeds in Plan Book 113, Plan 85; Plan Book 113, Plan 86; and Plan Book 113 Plan 87, copies of which are also enclosed for your reference.

The buyer of the property is Landcraft Corporation whose address is 52 Cachalot Lane, Falmouth, MA 02540 (c/o Attorney Damien Berthiume, 4 Elm Street, North Brookfield, MA 01535), who informs seller that they propose to change the use of the Property for residential development.

The terms and conditions of the proposed sale are included in a copy of executed purchase and sale agreement, dated March 24, 2021, which I have certified to be a true copy of the executed purchase and sale agreement, and which contains the purchase price and all of the terms and conditions of the proposed sale.

The owner of the property, as noted above, is Cynthia Turek. Please note the current deeds also reference the deceased Robert Turek.

In the event that the Town of chooses not to exercise its first refusal option to meet the bona fide offer to purchase the land as set forth in the enclosed purchase and sale agreement, please advise whether you wish this office to draft a recordable non-exercise document.

Please direct all correspondence relating to this matter to my office on behalf of the landowner. Thank you in advance for your assistance on this matter.

Sincerely,



Jaclyn S. Packard, Esq.
Packard Law Office

JP/aj
Enclosures

QUITCLAIM DEED

I, BRIDGET E. TUREK, of Ware, Hampshire County, Massachusetts, in consideration of less than \$100.00

grant to ROBERT E. TUREK and CYNTHIA A. TUREK, husband and wife as tenants by the entirety, both of 1 Webster Road, in the Town of Ware, Hampshire County, Massachusetts

with QUITCLAIM COVENANTS

the land in said Ware bounded and described as follows:

FIRST TRACT: Beginning at a stake and stones at the southwesterly corner of the tract herein conveyed at a corner of land now or formerly of one McGrath and John Golden; thence easterly along the line of land of said Golden to said highway; thence northerly along the said highway leading to Enfield and across a way leading to West Ware to a stake and stones at corner of land now or formerly of one Dyer; thence westerly along the line of land of said Dyer to corner of land now or formerly of Herbert Randall; thence southerly along the line of said Randall, said Golden and one McGrath and again crossing said way to West Ware, to the place of beginning, and containing 30 acres more or less.

SECOND TRACT: Beginning at the southwest corner thereof, and on the west side of the highway leading from Enfield to Ware, thence on said highway North 30°, East 18 rods and 13 links; thence on said highway North 20° 15' West 57 rods and 9 links to land now or formerly of D.S. Squires; thence on land of said Squires and land formerly of M. Barlow South 88° East 5 rods and 15 links; thence South 20° 30' West 42 rods on land of said Barlow; thence South 86° West 16 rods on land of said Barlow; thence North 78-1/4° West on line of said Barlow 34 rods and 6 links to the place of beginning, containing twenty acres more or less.

THIRD TRACT: Bounded on the east by land now or formerly of M. Barlow, 10 1/4 rods; South on land of said Barlow 47 rods; West by land now or formerly of Squires 10 1/4 rods; and North by land formerly of one Martindale 44 rods; containing three acres, more or less.

FOURTH TRACT: Beginning at the northwesterly corner thereof at land now or formerly of Herbert Randall; thence easterly on said Randall's land about 40 rods; thence northerly on said Randall's land about 15 rods; thence northerly on said Randall's land about 30 rods; thence easterly on said Randall's land about 40 rods to land formerly of Andrew Towne's heirs; thence southerly on land of said Towne's heirs about 15 rods to land formerly owned by Edmund Willis; thence westerly on said Willis land about 12 rods; thence southerly on said Willis land about 30 rods to land now or formerly of P.J. McManus; thence westerly about 10 rods on said McManus land; thence southerly about 90 rods on said McManus land and land of Josiah W. Flint to land now or formerly of Jason Palmer; thence westerly on said Palmer's land to the highway leading from Enfield to Ware; thence northerly on said highway to the place of beginning; containing 63 acres, more or less.

Save and excepting such portions as has been taken by the Commonwealth of Massachusetts for highway purposes;

Save and excepting such portion of land as may have been taken by the Metropolitan District Water Supply Commission.

Also one other tract or parcel of land situate in said Ware, bounded and described as follows:

Commencing at pine tree stump on the north line of land formerly owned by Quincy Randall, on the east side of the highway and running thence easterly by land of said Randall about forty-one rods to a stake and stones; thence northerly by land of said Randall and land now or formerly of George Webber about thirty-five rods to a stake and stones in the south line of land now or formerly of George H. Webster; thence westerly by land of said Webster to the highway aforesaid; thence southerly on said highway to the first mentioned bound. Containing eight acres, more or less, with buildings thereon standing.

SAVE AND EXCEPTING THEREFROM so much thereof as has been previously conveyed by this grantor and Stephen E. Turek to the grantees by deeds recorded in said Deeds, Book 2163, Page 148 and Book 3578, Page 6 and that portion thereof conveyed or to be conveyed by this grantor to Daniel D. Makowski and Kimberly A.

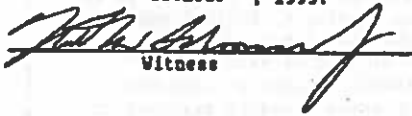

BK4413FG0157

Hakowski said letter exception containing 3.414 acres and being shown on a plan recorded in Hampshire County Registry of Deeds Plan book 176 page 79.

The premises conveyed herein are the remainder of the premises described in the deed from Antoine Turack and Stephen E. Turek to Stephen E. Turek and Bridget R. Turek recorded in Hampshire County Registry of Deeds Book 1470 Page 595. Said Stephen E. Turek died domiciled in Ware on January 26, 1981. See Mass. Estate Tax certificate recorded in said Deeds Book 2284, Page 301

The consideration being less than \$100.00 no excise stamps are required.
~~The consideration being less than \$100.00~~

WITNESS the hand and seal of the grantor hereto set on this 8th day of December, 1993.



Witness

Bridget R. Turek

COMMONWEALTH OF MASSACHUSETTS

County of Hampshire, ss

December 8, 1993

Personally appeared before me Bridget R. Turek, and being properly identified to me or known to me as the person having signed this instrument, declared her signature hereto to be her free act and deed.


Neill W. Schoonmaker, Jr.
Notary Public
My commission expires Dec. 7, 1995

From the office of:

SCHOONMAKER & SCHOONMAKER
16 BANK ST., P.O. BOX 237
WARE, MA. 01092-0237

Tel. 413-967-6311
967-3111
FAX 413-967-7010

Hampshire on January 28 1994 at 3 o'clock and 47 minutes P.M. Rec'd and
(MONTH) (DAY)
exam'd with Hampshire Reg. of Deeds, Book 4413 Page 138

Attest _____
REGISTER

SEE C.M.L.
BOOK 4860
PAGE 310

SEE
BOOK 5518
PAGE 53

BOOK 3578 PAGE 0006

010953

I, Bridget R. Turek

of Ware Hampshire County, Massachusetts

being unmarried, ~~XXXXXXXXXXXXXXXXXXXXXXX~~ in consideration of love and affection, grant to Robert and Cynthia Turek of said ware

with warranty covenants the land in Ware, Hampshire County, Massachusetts (Description and encumbrances, if any) on Webster Road, bounded and described as follows:-

Beginning at Metropolitan District Commission Bound #70, on the westerly side of Webster Road, Ware, Mass.
Thence S5° 17' 39" E, 600.52 ft. on Webster Road; Ware, Mass.
Thence S57° 56' 05" E, 161.79 ft.; thence S 0° 29' 07" E, 137.92 ft.; thence S 6° 38' 55" W, 106.38 ft.; thence S 9° 27' 54" W, 110.17 ft.; thence, S 13° 02' 45" W, 65.32 ft.; thence S 16° 59' 30" W, 98.50 ft.; thence, S 20° 11' 10" W, 176.14 ft.; thence, S 78° 32' 04" W, 91.77 ft.; thence, S 85° 35' 14" W, 77.97 ft.; thence, S 76° 53' 13" W, 54.33 ft.; thence S 65° 31' 43" W, 66.86 ft.; thence S 53° 39' 13" W, 79.27 ft.; thence S 32° 54' 56" W, 107.88 ft.; thence S 23° 35' 03" W, 54.86 ft.; thence S 33° 53' 32" W, 122.89 ft.; thence, S 31° 14' 22" W, 64.83 ft. to an iron pin. Thence S 85° 36' 51" W, 198.53 ft. to an iron pin. Thence N 9° 18' 03" E, 41 ft.; thence N 5° 43' 59" W, 10.85 ft.; thence N 5° 43' 59" E, 160.65 ft.; thence N 5° 33' 59" E, 216.73 ft.; thence N 18° 16' 42" W, 18.04 ft.; thence N 1° 3' 40" W, 261.60 ft.; thence N 5° 24' 44" W, 185.31 ft.; thence N 14° 51' 25" E, 225.14 ft. to an iron pin. Thence N 83° 47' 43" E, 140.00 ft. to an iron pin. Thence N 2° 54' 51" W, 586.72 ft. to an iron pin and Metropolitan District Commission Bound # 71; thence N 75° 59' 48" E, 621.08 ft. to the Metropolitan District Commission Bound # 70 on the westerly side of Webster Road, Ware, Mass.

Tract #2

Beginning at a point which is the intersection of Webster Road and Davis Hill Road, so-called. Thence S 28° 40' 23" W, 322.62 ft. to an iron pin at land now or formerly of Stephen and Anna Kowynia; thence S 85° 36' 51" W, 272.86 ft. to an iron pin along land of said Kowynia; thence N 31° 14' 22" E, 27.87 ft.; thence N 33° 53' 32" E, 126.23 ft.; thence N 23° 35' 03" E, 55.28 ft.; thence N 32° 54' 56" E, 94.66 ft.; thence N 53° 39' 13" E, 64.91 ft.; thence N 65° 31' 43" E, 56.71 ft.; thence N 76° 53' 13" E, 45.55 ft.; thence N 85° 35' 14" E, 72.25 ft.; thence N 78° 31' 04" E, 68.16 ft. to an iron pin on the westerly side of Webster Road and the place of beginning.

Meaning and hereby conveying the said two tracts of land the same in size and location as shown on a "plan of land" in Ware, Mass. owned by Stephen E. and Bridget R. Turek, by Cold Spring Engineering and Surveying, Inc., 10 So. Main Street, Belchertown, Mass., date March 2, 1979; scale 1 inch = 100 feet. Said plan is recorded in the Hampshire County Registry of Deeds, Northampton, Mass., Plan Book 113, page 25c

husband of said grantor,
wife

release to said grantee all rights of tenancy by the curtesy and other interests therein.
dower and homestead

Witness BY hand and seal this 13th day of May 19 90

Patrick A. Martonick

✓ *Bridget R. Turek*

The Commonwealth of Massachusetts

HAMPSHIRE May 13, 1990

Then personally appeared the above-named Bridget R. Turek
to me personally known

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

Patrick M. S. Martonick
Notary Public

My commission expires July 27, 1990

Hampshire on *June 18* 1990 at *3* o'clock and *54* minutes *P.*M., Rec'd cert'd and
exam'd with Hampshire Reg. of Deeds, Book *3574* Page *6*

Attest
2000788

2113-148

We, Stephen E. Turek and Bridget R. Turek, husband and wife,
of Ware, Hampshire County, Massachusetts
intend to convey to them thousand dollars..... consideration paid,

want to Robert S. Turek and Cynthia A. Turek, husband and wife,
to hold as tenants by the entirety

of Webster Road, said Ware

with warranty reverents a parcel of land on the northerly side of
the road leading from Ware to Belchertown, bounded and
described as follows:- (Description and measurements, if any)

Beginning at a stone bound on the northerly side of Belchertown
Road which is 122 feet westerly from Webster Road;
thence N. 8° 58' 43" W. 385.43 feet to a stone bound at land of the
Metropolitan District Commission;
thence N. 77° 58' 00" E. for a distance of 53.50 feet which is the rear
and northerly end of Webster Road;
thence N. 77° 57' 57" E. for a distance of 1315.57 feet to a point on
the westerly side of Blair Brook;
thence along said Blair Brook in a southerly direction for a distance
of 89 feet more or less;
thence S. 10° 14' 08" W for a distance of 272.37 feet to the
northerly side of said Belchertown Road;
thence S. 74° 59' 50" W. 261.27 feet to a bound point marked Sta. 231
+ 43.31;
thence S. 74° 59' 50" W. along said Belchertown Road for a distance
of 894.11' to the easterly side of Webster Road;
thence S. 74° 59' 50" W. for a distance of 172.50 feet.

Excepting from this parcel the northerly segment of Webster Road
beginning on the northerly side of Belchertown Road going north to
land of the Metropolitan District Commission.
Meaning and hereby conveying the same parcel of land which is on a
plan entitled " Plan of land in Ware owned by Stephen E. Turek and
Bridget R. Turek, marked Parcel 2, surveyed by Cold Spring
Associates, Inc., Civil Engineers, Belchertown, Mass. dated May 1,
1979. " recorded with Book of P₁an in Hampshire County Registry of
Deeds.

For our title reference is made to deed from Antoine Turack to
us, deed dated September 11, 1965, recorded with Hampshire County
Registry of Deeds in Book, 1470, page 595.

Webster Road, Ware, Ma.

husband of said grantor,
wife

WITH MASS. EXCISE STAMPS \$22.80 AFFIXED AND CANCELLED

release to said grantee all rights of tenancy by the curtesy and other interests therein
dower and homestead

Witness our hand and seal this 14th day of May 19 80

Stephen E. Turek
Bridget R. Turek



The Commonwealth of Massachusetts

Hampshire

Ware, May 14,

19 80

Then personally appeared the above-named Stephen S. Turek and Bridget R. Turek

and acknowledge the foregoing instrument to be their free act and deed, before me

Notary Public

August 4, 83

May 27, 1980 at 10 o'clock and 56 min am. Rec'd, Ent'd, Exam'd.

THIS INSTRUMENT MUST BE FILED FOR RECORD OR REGISTRATION

STATE TAX FORM CL-3
(REV. 10/93)

THE COMMONWEALTH OF MASSACHUSETTS

TOWN OF WARE

Name of City or Town
OFFICE OF THE BOARD OF ASSESSORS

CLASSIFIED FOREST-AGRICULTURAL OR HORTICULTURAL-RECREATIONAL LAND TAX LIEN

The Board of Assessors of the city/town of WARE hereby states it has accepted and approved the application of ROBERT S. AND CYNTHIA A. TUREK

owner(s) of the real property described below, for the valuation, assessment and taxation of that property as classified forest agricultural or horticultural recreational land under the provisions of General Laws Chapter 61: 61A 61B . This classification is effective as of January 1, 1999 for the fiscal year beginning July 1, 1999.

DESCRIPTION OF PROPERTY

(The description must be sufficiently accurate to identify the property. In the case of registered land, the Certificate of Title Number and the Registry Volume and Page must be given.)

A CERTAIN PARCEL OF LAND SITUATED ON WEBSTER ROAD, BEING MAP 25, LOT 10 ON THE ASSESSORS MAP, CONSISTING OF 23.817 ACRES, RECORDED IN HAMPSHIRE COUNTY REGISTRY OF DEEDS BOOK 3578, PAGE 6; ALSO, A PARCEL OF LAND SITUATED ON WEBSTER ROAD, BEING MAP 31, LOT 4 ON THE ASSESSORS MAP, CONSISTING OF 60.437 ACRES, RECORDED IN HAMPSHIRE COUNTY REGISTRY OF DEEDS BOOK 4413, PAGE 56.

This statement made on the TWENTY THIRD day of OCTOBER, 1998 constitutes a lien upon the property as provided in General Laws Chapter 61 §2 61A §9 61B §6 .

[Handwritten signatures]
BOARD OF ASSESSORS

THE COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE ss.

OCTOBER 23 1998

Then personally appeared the above named PETER D. HARDER, PAUL PARISEAU, JOHN MCQUAID, Board of Assessors for the city/town of WARE and acknowledged the foregoing instrument to be their free act and deed, before me.

[Handwritten signature]
Notary Public/Justice of the Peace

My commission expires 3-2-2001

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE

ATTEST: HAMPSHIRE, Marianne L. Donohue, REGISTERED
MARIANNE L. DONOHUE

Doc: 98002939 OR /5518/0053

10/28/1998 09:04

THIS INSTRUMENT MUST BE FILED FOR RECORD OR REGISTRATION

STATE TAX FORM CL-9
(REV. 10/93)

THE COMMONWEALTH OF MASSACHUSETTS

WARE

Name of City or Town
OFFICE OF THE BOARD OF ASSESSORS



Bk: 7662Pg: 188 Page: 1 of 1
Recorded: 01/28/2004 10:22 AM

RELEASE OF
CLASSIFIED FOREST-AGRICULTURAL OR HORTICULTURAL-RECREATIONAL LAND TAX LIEN

All rights upon the real property described below under a statement filed for record/registration on OCTOBER 28, 1998 with the HAMPSHIRE COUNTY Registry of Deeds, Book 5518 Page 53, Document No. 980029939, Certificate of Title No. _____ are hereby released.

That statement was filed to establish a lien for property classified as forest agricultural or horticultural recreational land under the provisions of General Laws Chapter 61 61A 61B .

DESCRIPTION OF PROPERTY

(The description must be sufficiently accurate to identify the property. In the case of registered land, the Certificate of Title Number and the Registry Volume and Page must be given.)
A PARCEL OF LAND, .19 ACRES, WEBSTER ROAD, P/O MAP 25, LOT 10 ON THE ASSESSORS MAP, RECORDED IN HAMPSHIRE COUNTY REGISTRY OF DEEDS BOOK 3578, PAGE 6.

ROBERT & CYNTHIA TUREK

Name of Owner(s)

Date: JANUARY 22, 2004

[Signature]

John E. McQuaid
BOARD OF ASSESSORS

THE COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE ss.

JANUARY 22 ~~2004~~ ²⁰⁰⁴

Then personally appeared the above named PETER D. HARDER, PAUL G. PARISEAU,
JOHN E. MCQUAID, Board of Assessors for the city/town
of WARE and acknowledged the foregoing instrument to be their
free act and deed, before me.

[Signature]

Notary Public/Justice of the Peace

My commission expires 3-07-08

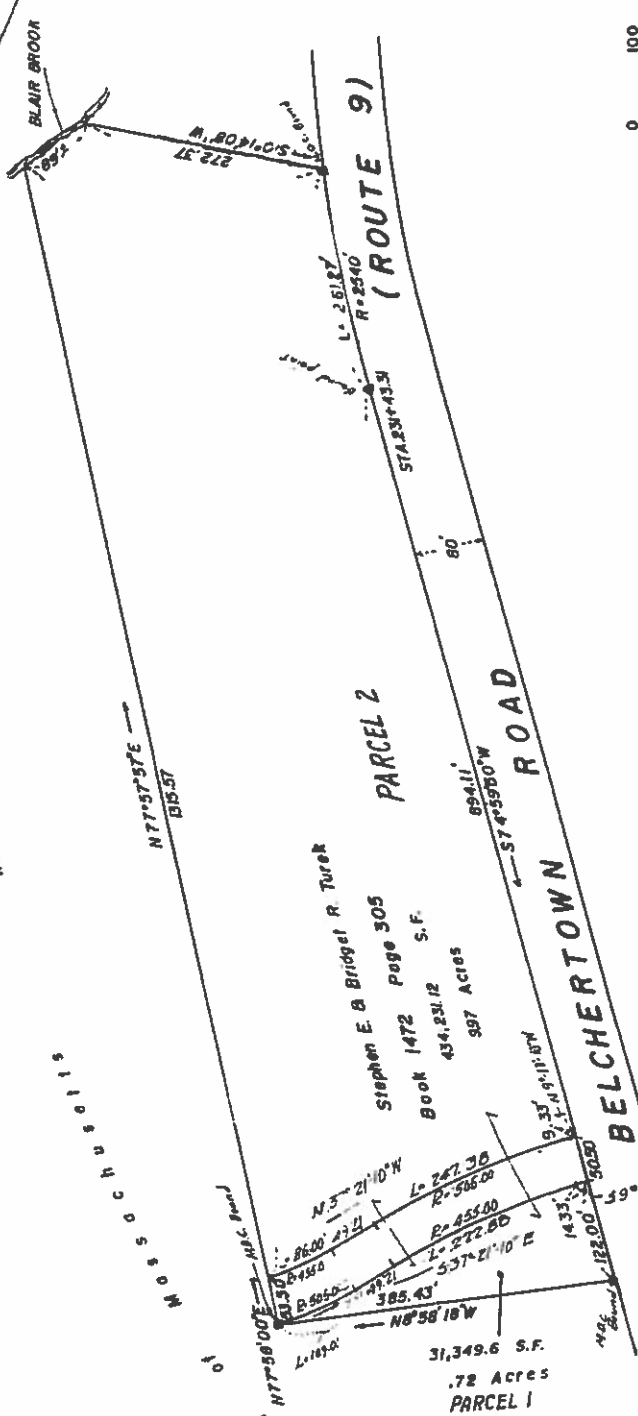
THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE

ATTEST: HAMPSHIRE, *[Signature]* REGISTER
MARIANNE L. DONOHUE



Metropolitan District Commission

COMMONWEALTH OF MASSACHUSETTS



I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF MASSACHUSETTS.

APPROVAL LAWS NOT REQUIRED
DATE MAY 3, 1979

Sub-Division Approval Not Required
Where Planning Board Chairman
Date: Feb 6, 1990
Joseph L. Turek



PLAN OF LAND IN WARE OWNED BY

STEPHEN E. & BRIDGET R. TUREK

COLD SPRING ASSOCIATES, INC.
CIVIL ENGINEERS - LAND SURVEYORS
10 SOUTH MAIN STREET
BELCHERTOWN, MASSACHUSETTS
JOB: 72082045
DR: AB
TR: AB
CK'D: JLM
APP'D: JLM
DATE: MAY 1, 1979
SCALE: 1" = 100'

WEBSTER RD.

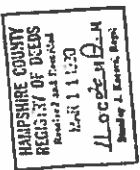
BELCHERTOWN ROAD

PARCEL 2

Stephen E. & Bridget R. Turek
Book 1472 Page 305
434,231.12 S.F.
397 ACRES

31,349.6 S.F.
.72 Acres
PARCEL 1

01898



**STANDARD LAND
PURCHASE AND SALE AGREEMENT [#505]**
(With Contingencies)

The parties make this Agreement this 24 day of March, 2021. This Agreement supersedes and replaces all obligations made in any prior Contract To Purchase or agreement for sale entered into by the parties.

1. **Parties.** Cynthia Turek _____
_____ [insert name], the

"SELLER," agrees to sell and _____
Landcraft Corporation _____ [insert name], the

"BUYER," agrees to buy, the premises described in paragraph 2 on the terms set forth below. BUYER may require the conveyance to be made to another person or entity ("Nominee") upon notification in writing to SELLER at least five business days prior to the date for performance set forth in paragraph 5. Designation of a Nominee shall not discharge the BUYER from any obligation under this Agreement and BUYER hereby agrees to guarantee performance by the Nominee.

2. **Description Of Premises.** The premises (the "Premises") consist of land containing approximately _____ acres, more or less, described as 0 Webster/Belchertown Rd as described on Addendum "A"

Ware, MA 01082 * See additional provisions
as more specifically described in a deed recorded in the Hampshire Registry of Deeds at Book _____, Page _____, [Certificate No. _____], a copy of which is is not [choose one] attached.


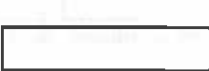
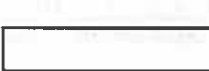

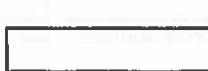
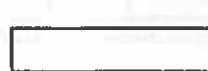
3. **Purchase Price.** The purchase price for the Premises is \$ 375,000.00 dollars of which

- \$ 5,000.00 were paid as a deposit with Contract To Purchase; and
- \$ 10,000.00 are paid at end of 90 day due diligence period
- \$ 360,000.00 are to be paid at the time for performance by bank, cashier's or certified check or by wire.
- \$ 375,000.00 Total

4. **Escrow.** All funds deposited or paid by the BUYER shall be held in a non-interest bearing escrow account, by Real Living Realty Professionals, as agent for the SELLER, subject to the terms of this Agreement and shall be paid or otherwise duly accounted for at the time for performance. If a dispute arises between the BUYER and SELLER concerning to whom escrowed funds should be paid, the escrow agent may retain all escrowed funds pending written instructions mutually given by the BUYER and the SELLER. The escrow agent shall abide by any Court decision concerning to whom the funds shall be paid and shall not be made a party to a lawsuit solely as a result of holding escrowed funds. Should the escrow agent be made a party in violation of this paragraph, the escrow agent shall be dismissed and the party asserting a claim against the escrow agent shall pay the agent's reasonable attorneys' fees and costs.

5. **Time For Performance.** The SELLER shall deliver the deed and the BUYER shall pay the balance of the purchase price at 2:00 o'clock P m. on the 30th day of July, 2021, at the Hampshire Registry of Deeds, or at such other time and place as is mutually agreed.

TIME IS OF THE ESSENCE AS TO EACH PROVISION OF THIS AGREEMENT. Unless the deed and other documents required by this Agreement are recorded at the time for performance, all documents and funds are to be held in escrow, pending prompt rundown of the title and recording (or registration in the case of registered land). SELLER'S attorney or other escrow agent may disburse funds after 5:00 p.m. of the next business day

     
BUYER'S Initials BUYER'S Initials BUYER'S Initials SELLER'S Initials SELLER'S Initials SELLER'S Initials

following the date for performance, provided that the recording attorney has not reported a problem outside the recording attorney's control.

6. **Title/Plans.** The SELLER shall convey the Premises by a good and sufficient quitclaim deed running to the BUYER or to the BUYER'S nominee, conveying good and clear record and marketable title to the Premises, free from liens and encumbrances, except:

- (a) Real estate taxes assessed on the Premises which are not yet due and payable;
- (b) Betterment assessments, if any, which are not a recorded lien on the date of this Agreement;
- (c) Federal, state and local laws, ordinances, bylaws, rules and regulations regulating use of land, including building codes, zoning bylaws, health and environmental laws;
- (d) Any easement, restriction or agreement of record presently in force which does not interfere with the reasonable use of the Premises for residential development;
- (e) Utility easements in the adjoining ways;
- (f) Matters that would be disclosed by an accurate survey of the Premises; and
- (g) * See additional provisions

[insert in (g) references to any other easement, restriction, lease or encumbrance which may continue after title is transferred]
If the deed refers to a plan needed to be recorded with it, at the time for performance the SELLER shall deliver the plan with the deed in proper form for recording or registration.

7. **Title Insurance.** BUYER'S obligations are contingent upon the availability (at normal premium rates) of an owner's title insurance policy insuring BUYER'S title to the premises without exceptions other than the standard exclusions from coverage printed in the current American Land Title Association ("ALTA") policy cover, the standard printed exceptions contained in the ALTA form currently in use for survey matters and real estate taxes (which shall only except real estate taxes not yet due and payable) and those exceptions permitted by paragraph 6 of this Agreement.

8. **Closing Certifications and Documents.** The SELLER shall execute and deliver simultaneously with the delivery of the deed such certifications and documents as may customarily and reasonably be required by the BUYER'S attorney, BUYER'S lender, BUYER'S lender's attorney or any title insurance company insuring the BUYER'S title to the Premises, including, without limitation, certifications and documents relating to: (a) parties in possession of the Premises; (b) the creation of mechanics' or materialmen's liens; (c) the underlying financial terms of the purchase and sale; (d) the citizenship and residency of SELLER; and (e) information required to permit the closing agent to report the transaction to the Internal Revenue Service. At the time of delivery of the deed, the SELLER may use monies from the purchase to clear the title, provided that all documents related thereto are recorded with the deed or within a reasonable time thereafter acceptable to the BUYER and, provided further, that discharges of mortgages from banks, credit unions, insurance companies and other institutional lenders may be recorded within a reasonable time after recording of the deed in accordance with usual conveyancing practices. The SELLER'S spouse hereby agrees to release all statutory, common law or other rights or interest in the Premises and to execute the deed, if necessary.

9. **Possession And Condition Of Premises.** At the time for performance the Premises also shall comply with the requirements of paragraph 6 and there shall be no outstanding notices of violation of any zoning, health, environmental or other law, bylaw, code or regulation, except as agreed. The BUYER shall have the right to examine the Premises within forty-eight (48) hours prior to the time for performance or such other time as may be agreed and upon reasonable notice to SELLER for the purpose of determining compliance with this paragraph.

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10. **Extension Of Time For Performance.** If the SELLER cannot convey title as required by this Agreement or cannot deliver possession of the Premises as agreed, or if at the time of the delivery of the deed the Premises do not conform with the requirements set forth in this Agreement, upon written notice given no later than the time for performance from either party to the other, the time for performance shall be automatically extended for thirty (30) days, except that if BUYER'S mortgage commitment expires or the terms will materially and adversely change in fewer than thirty (30) days, the time for performance set forth in paragraph 5 shall be extended to one business day before expiration of the mortgage commitment. SELLER shall use reasonable efforts to make title conform or to deliver possession as agreed, or to make the Premises conform to the requirements of this Agreement. Excluding discharge of mortgages and liens, about which the SELLER has actual knowledge at the time of signing this Agreement, the SELLER shall not be required to incur costs or expenses totaling in excess of zero (\$0) to make the title or the Premises conform or to deliver possession as agreed. If at the expiration of the time for performance, or if there has been an extension, at the expiration of the time for performance as extended, the SELLER, despite reasonable efforts, cannot make the title or Premises conform, as agreed, or cannot deliver possession, as agreed, then, at the BUYER'S election, any payments made by the BUYER pursuant to this Agreement shall be immediately returned. Upon return of all such funds, all obligations of the BUYER and SELLER shall terminate and this Agreement shall automatically become void and neither the BUYER nor SELLER shall have further recourse or remedy against the other.

11. **Acceptance Of Deed.** The BUYER shall have the right to accept such title to the Premises as the SELLER can deliver at the time for performance and if extended, shall have such right at the time for performance, as extended. The BUYER shall also have the right to accept the Premises in the then current condition and to pay the purchase price without reduction of price. Upon notice in writing of BUYER'S decision to accept the Premises and title, the SELLER shall convey title and deliver possession. Acceptance of a deed by the BUYER or BUYER'S nominee, if any, shall constitute full performance by the SELLER and shall be deemed to release and discharge the SELLER from every duty and obligation set forth in this Agreement, except any duty or obligation of the SELLER that the SELLER has agreed to perform after the time for performance. Notwithstanding the foregoing, all warranties made by the SELLER shall survive delivery of the deed.

12. **Adjustments.** At the time for performance of this Agreement adjustments shall be made as of the date of performance for current real estate taxes. The net total of such adjustments shall be added to or deducted from the purchase price payable by the BUYER at the time for performance. If the real estate tax rate or assessment has not been established at the time for performance, apportionment of real estate taxes shall be made on the basis of the tax for the most recent tax year with either party having the right to request apportionment within twelve months of the date that the amount of the current year's tax is established.

13. **Acknowledgment Of Fee Due Broker.** The SELLER and BUYER acknowledge that a fee of Five percent (5%) for professional services shall be paid by the SELLER to Real Living Realty Professionals, the "BROKER", at the time for performance. In the event of a conflict between the terms of this Agreement and a prior fee agreement with BROKER, the terms of the prior fee agreement shall control unless BROKER has expressly agreed to a change in writing. The BUYER and SELLER acknowledge receipt of a notice from BROKER, pursuant to 254 of the Code of Massachusetts Regulations Section 3.0 (13), regarding any agency relationship of the BROKER with the BUYER and/or the SELLER. The BUYER and SELLER understand that Brenda Cuoco & Assoc. real Estate Brokerage, [insert name] a real estate broker, is seeking a fee from Real Living Realty Professionals [name of listing broker, seller or buyer, if applicable] for services rendered as a seller's subagent buyer's agent [choose one]. The BUYER further represents and warrants that there is no other broker with whom BUYER has dealt in connection with the purchase of the Premises.

 
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14. **Buyer's Default.** If the BUYER or BUYER'S nominee breaches this Agreement, all escrowed funds paid or deposited by the BUYER shall be paid to the SELLER as liquidated damages. Receipt of such payment shall constitute the SELLER'S sole remedy, at law, in equity or otherwise, for BUYER'S default. The BUYER and SELLER agree that in the event of default by the BUYER the amount of damages suffered by the SELLER will not be easy to ascertain with certainty and, therefore, BUYER and SELLER agree that the amount of the BUYER'S deposit represents a reasonable estimate of the damages likely to be suffered.

15. **Buyer's Financing.** (Delete If Waived) The BUYER'S obligation to purchase is conditioned upon obtaining mortgage financing in the amount of \$200,000.00 at prevailing rates and terms by 06/08/2021. If, despite reasonable efforts, the BUYER has been unable to obtain such financing the BUYER may terminate this Agreement by giving written notice that is received by SELLER or SELLER'S agent by 5:00 p.m. on the calendar day after the date set forth above. In the event that notice has not been actually or constructively received, this condition is deemed waived. In the event that due notice has been received, all monies deposited or paid by the BUYER shall be returned and all obligations of the BUYER and SELLER pursuant to this Agreement shall cease and this Agreement shall become void. In no event shall the BUYER be deemed to have used reasonable efforts to obtain financing unless the BUYER has submitted at least one (1) application to a licensed mortgage lender by _____ and acted reasonably promptly in providing any additional information requested by the mortgage lender.

16. **Tests/Survey.** (Delete If Waived) The BUYER'S obligations under this Agreement are subject to BUYER'S right to obtain test(s), inspection(s) and a survey of the Premises or any aspect thereof, including, but not limited to, percolation, deep hole, septic/sewer, water quality, and water drainage by consultant(s) regularly in the business of conducting said test(s), inspections and surveys, of BUYER'S own choosing, and at BUYER'S sole cost within 90 days after SELLER'S acceptance of this agreement. If the results are not satisfactory to BUYER, in BUYER'S sole discretion, BUYER shall have the right to give written notice received by the SELLER or SELLER'S agent by 5:00 p.m. on the calendar day after the date set forth above, terminating this agreement. Upon receipt of such notice this agreement shall be void and all monies deposited by the BUYER shall be returned. Failure to provide timely notice of termination shall constitute a waiver. In the event that the BUYER does not exercise the right to have such test(s), inspection(s) and survey or to so terminate, the SELLER and the listing broker are each released from claims relating to the size suitability or condition of the Premises that the BUYER or the BUYER'S consultants could reasonably have discovered. See Due Diligence Provision in Addendum

17. **Warranties And Representations.** The SELLER further represents and warrants that SELLER has full authority to enter into this Agreement. The BUYER acknowledges that BUYER has not relied upon any warranties or representations other than those incorporated in this Agreement, except for the following additional warranties and representations, if any, made by either the SELLER or any real estate agent _____

[If none, state "none"; if any listed, indicate by whom the warranty or representation was made.]

18. **Notices.** All notices required or permitted to be made under this Agreement shall be in writing and delivered in hand, sent by certified mail, return receipt requested or sent by United States Postal Service overnight Express Mail or other overnight delivery service, addressed to the BUYER or SELLER or their authorized representative at the address set forth in this paragraph. Such notice shall be deemed to have been given upon delivery or, if sent by certified mail on the date of delivery set forth in the receipt or in the absence of a receipt three business days after deposited or, if sent by overnight mail or delivery, the next business day after deposit with the


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overnight mail or delivery service, whether or not a signature is required. Acceptance of any notice, whether by delivery or mail, shall be sufficient if accepted or signed by a person having express or implied authority to receive same. Notice shall also be deemed adequate if given in any other form permitted by law.

BUYER: 52 Cachalot Lane, Falmouth, MA 02540

Damien D. Berthiaume, Esq.
db@berthiaumelegal.com

SELLER: 1 Webster Road, Ware, MA 01082

Attorney Jaclyn Packard
47 Harvard Street, Suite 220, Worcester, MA 01609
75 Market Place, Suite 325, Springfield, MA 01103
Tel: 508.926.8987
Fax: 508.519.6593
www.PackardLawOffice.com

19. Counterparts / Electronic Delivery / Construction Of Agreement. All documents related to this transaction may be delivered electronically, including by encrypted email or facsimile, and shall have the same effect as delivery of an original. This Agreement shall be construed as a Massachusetts contract; is to take effect as a sealed instrument; sets forth the entire agreement between the parties; is binding upon and is intended to benefit the BUYER and SELLER and each of their respective heirs, devisees, executors, administrators, successors and assigns; and may be canceled, modified or amended only by a written agreement executed by both the SELLER and the BUYER. If two or more persons are named as BUYER their obligations are joint and several. If the SELLER or BUYER is a trust, corporation, limited liability company or entity whose representative executes this Agreement in a representative or fiduciary capacity, only the principal or the trust or estate represented shall be bound, and neither the trustee, officer, shareholder or beneficiary shall be personally liable for any obligation, express or implied. The captions and any notes are used only as a matter of convenience and are not to be considered a part of this Agreement and are not to be used in determining the intent of the parties. Any matter or practice which has not been addressed in this Agreement and which is the subject of a Title Standard or Practice Standard of the Massachusetts Conveyancers Association at the time for performance shall be governed by the Standards and Practices of the Massachusetts Conveyancers Association.

20. Additional Provisions.

Incorporated herein and made part hereof by reference is Addendum A and Exhibit A (attached)

UPON SIGNING, THIS DOCUMENT WILL BECOME A LEGALLY BINDING AGREEMENT. IF NOT UNDERSTOOD, SEEK ADVICE FROM AN ATTORNEY.

George L Smith dotloop verified 03/25/21 10:18 AM EDT Z03U-1FVD-0G1B-R9U3

BUYER Date

Cynthia Turek dotloop verified 03/25/21 3:40 PM EDT STNO-QYXU-HU1X-URBZ

SELLER Date

BUYER Date

SELLER, or spouse Date

BUYER Date

SELLER, or spouse

Escrow Agent. By signing below, the escrow agent agrees to perform in accordance with paragraph 4, but does not otherwise become a party to this Agreement.

Kimberly Allen dotloop verified 03/25/21 11:11 AM EDT SHXW-GUHO-FMD-7080

Date

GB 03/25/21

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BUYER'S Initials

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SELLER'S Initials

Addendum A

Property Address: 0 Webster Road, Ware, MA 01082

Seller: Cynthia Turek

Buyer: Landcraft Corporation

It is mutually agreed that the following provisions are incorporated into and hereby become a material part of the Purchase and Sale Agreement between the parties referenced above.

1. In the event of a conflict between the Agreement and this Addendum, this Addendum shall govern.
2. Property to be conveyed is five parcels as shown on attached Exhibit A as Parcels 2, 3, 4, 10, and 11 totaling approximately 96.4 acres in Ware, Massachusetts:
 - a. 0.68 acres in Book 4413 Page 156
 - b. 60.44 acres in Book 4413 Page 156
 - c. 1.78 acres in Book 3578 Page 6
 - d. 23.63 acres in Book 3578 Page 6
 - e. 9.97 acres in Book 2163 Page 148. Specifically excluding Parcel 1 (in Plan Book 113, Page 86 - Tax Parcel 31-0-1)
3. Subject to satisfactory 90 day buyer due diligence period. Buyer shall have 90 days from date of execution of this Agreement to perform due diligence activities on the property. Due diligence activities shall be at Buyer's sole cost and Buyer shall own and retain all due diligence materials. At any time during this 90 day period if Buyer is not satisfied with the results of the due diligence activities and financing Buyer may terminate this Agreement.
4. Buyer shall provide all insurance certificates for all providers including engineers, scientists, and equipment operators working on site for test pits and wetlands or survey. Buyer shall indemnify and hold Seller harmless for any liability resulting from Buyer's entrance onto the premises or entry by any of Buyer's agents. This provision shall survive delivery of the deed and termination of this Agreement.
5. Buyer shall restore all test holes to their prior condition by carefully excavating, putting the topsoil to the side, then backfilling subsoil and placing topsoil back on top of test hole and rough grading. This provision shall survive termination of this Agreement.
6. All deposits in Paragraph 3 shall be non-refundable but credited to the purchase price at Closing. If Town of Ware elects to exercise right of first refusal all deposits under the P&S shall become refundable.
7. Sale subject to the following conditions within the due diligence period:
 - a. Verification by Buyer of no special restrictions by town or state due to portions abutting the Quabbin Reservoir.

- b. Sale subject to Buyer (at Buyer's sole expense) locating some or all wetland areas including seasonal runoff streams or farm drainage and verifying (or not) that the intermittent streams are non-jurisdiction as rivers requiring 200 ft setbacks.
 - c. Up to 18 deep hole soil profiles or percolation tests (at Buyer's sole expense) to determine acceptability of soils for on-site sewage systems and location of seasonal high water. Test holes will be carefully excavated setting aside topsoil and backfilling neatly with topsoil on top.
 - d. Verifying acreage stated in P&S as 96 acres plus or minus 3 acres with no less than 70 acres being useable (less wetlands and setbacks). Buyer may waive this requirement at his sole discretion.
8. Seller will meet with Buyer to answer questions about the site history and provide copies of deeds and will loan full size copies of survey plan to have scanned and return by Buyer to Seller.
9. Seller will remove all machinery and equipment not owned by the Seller from site prior to closing. The Seller shall provide a list of items to remain and shall be removed by Buyer at Buyer's expense.
10. Seller represents to the best of seller's knowledge there are no undisclosed easements or agreements with town, state, or abutter.
11. Sale subject to 61A right of refusal. Buyer shall cooperate with Seller on all required information for 61A Notice of Intent including providing a certified copy of this Agreement as required by MGL c. 61A s. 14. If Town of Ware elects to exercise right of first refusal all deposits under the P&S shall become refundable. Buyer's obligation under 61A taxes will be limited to half the amount owed to a maximum of \$5,000. Subject to Seller's 61A tax obligation a maximum of \$5,000 unless waived at Seller's sole discretion.
12. Upon the expiration of the 90 day due diligence period, Buyer shall give notice of withdrawal or intent to proceed with closing. Closing date shall be scheduled within 10 business days of receipt of a notice of non-exercise by the Town of Ware, or the expiration of the Right of First Refusal Period.
13. Sale subject to informal probate for Robert S. Turek.
14. Seller represents that to the best of her knowledge, without independent investigation, the property is free of underground storage tanks, oil, and hazardous materials
15. Seller discloses that there are two above-ground fuel tanks on the farm and that the electricity to the barn is currently connected to Parcel 10-1 and would need to be disconnected.

George L. Smith

dotloop verified
03/25/21 10:18 AM EDT
HTCW-3BXN-VUCW-BLUU

Buyer

Date

Cynthia Turek

dotloop verified
03/25/21 3:40 PM EDT
FZW3-OLWX-3X00-MYYK

Seller

Date

Sue



Exhibit A

