



TOWN OF WARE

126 Main Street, Ware, Massachusetts 01082
t. 413.967.9648

CONSERVATION COMMISSION MEETING AGENDA

Location: **Board of Selectman Meeting Room**
Town Hall, 126 Main Street, Ware, MA 01082
Date & Time: **Wednesday, May 10, 2023 @ 6:30 PM**

CALL-IN OPTION TO PARTICIPATE

Pursuant to Chapter 20 of the Acts of 2021, this meeting will be conducted in person and via remote means, in accordance with applicable law. This means that members of the public body as well as members of the public may access this meeting in person, or via virtual means. In person attendance will be at the meeting location listed above, and it is possible that any or all members of the public body may attend remotely, with in-person attendance consisting of members of the public. The meeting may also be accessed remotely via the Zoom instructions below. When required by law or allowed by the Chair, persons wishing to provide public comment or otherwise participate in the meeting, may do so by in person attendance, or by accessing the meeting remotely, as noted above.

Join Zoom Meeting: (The link can be found directly on the Conservation website page for easier access.)

<https://us02web.zoom.us/j/81196531224?pwd=L3BaUkJ6bTY3WFBjaV0d2NIWUzUT09>

MEETING ID: 811 9653 1224

PASSCODE: 01082

PHONE NUMBER BY LOCATION: +1 929 205 6099 (New York) OR +1 312 626 6799 (Chicago)

OPENING OF THE MEETING & PLEDGE OF ALLEGIANCE

APPLICATIONS

RDA-2023-02 : David Poppel 79 Beaver Rd, Ware MA 01082

Request for Determination of Applicability (RDA) by David Poppel, for removal of three large White Pine trees after another White Pine on the property fell during January 2023 .

ADMINISTRATION

Approval of Meeting Minutes – April 12, 2023

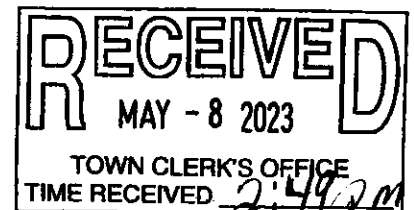
Right of First Refusal- Lots 10 and 4 Webster Road. Parcel ID's 25-0-10 (23.817 acres) and 31-0-4 (60.437 acres) .

DISCUSSION

- Beaver Issues on Beaver Lake
- Tree cutting near the pond at the intersection of Church Street and Gilbertville Road
- Minuteman
- APR
- Grenville Park Playground
- Conservation Commission Opening

ADJOURNMENT

Next regular scheduled meeting is June 14 , 2023



At the time of posting of this meeting, the agenda items listed above are what is reasonably anticipated by the Chairman to be discussed at this meeting. Other items not listed may be brought up for discussion to the extent permitted by law. The general public is invited to this and all meetings of the Ware Conservation Commission. Applications may be found on the town website. (Printed on 5/8/2023 2:45 PM)

RDA-2023-02 David Poppel



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WARE
City/Town

WPA Form 1- Request for Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

A. General Information

Important:

When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



1. Applicant:

DEBORAH + DAVID POPPEL

Name

pops349@yahoo.com

E-Mail Address

79 BEAVER RD

Mailing Address

WARE

City/Town

MA

State

01082

Zip Code

413 530-3815 / 413 262-1715

Phone Number

Fax Number (if applicable)

2. Representative (if any):

Firm

Contact Name

E-Mail Address

Mailing Address

City/Town

State

Zip Code

Phone Number

Fax Number (if applicable)

B. Determinations

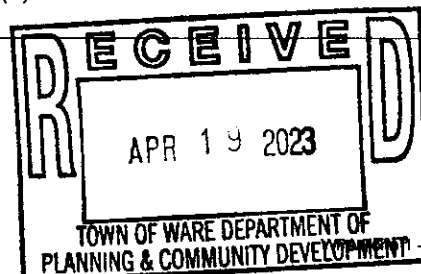
1. I request the WARE make the following determination(s). Check any that apply:
Conservation Commission

- ☒ a. whether the **area** depicted on plan(s) and/or map(s) referenced below is an area subject to jurisdiction of the Wetlands Protection Act.
- ☒ b. whether the **boundaries** of resource area(s) depicted on plan(s) and/or map(s) referenced below are accurately delineated.
- ☒ c. whether the **work** depicted on plan(s) referenced below is subject to the Wetlands Protection Act.
- ☒ d. whether the area and/or work depicted on plan(s) referenced below is subject to the jurisdiction of any **municipal wetlands ordinance** or **bylaw** of:

TOWN OF WARE

Name of Municipality

- ☐ e. whether the following **scope of alternatives** is adequate for work in the Riverfront Area as depicted on referenced plan(s).





WPA Form 1- Request for Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

C. Project Description

1. a. Project Location (use maps and plans to identify the location of the area subject to this request):

7A BEAVER RD
Street Address

47-0-18

Assessors Map/Plat Number

WARE
City/Town

47-0-18

Parcel/Lot Number

- b. Area Description (use additional paper, if necessary):

OPEN LOT ON WHICH SITS A SHED + FREE STANDING GARAGE BETWEEN LAKE (BEAVER LAKE) AND SHED THERE ARE/WERE THREE LARGE WHITE PINE TREES, EACH WITH MULTIPLE LARGE "LEADERS." IN JANUARY 2023, TREE NEAREST LAKE FELL ON ITS OWN, PARALLEL TO SHORELINE. DUE TO ROTTING OUT OF BASE OF TRUNK, IT HAS BEEN REMOVED. NEXT TREE (#1) IS LEANING + HAS SIGNS OF ROT AT BASE. TREE #2 THREATENS ADJACENT SHED

- c. Plan and/or Map Reference(s):

Title

Date

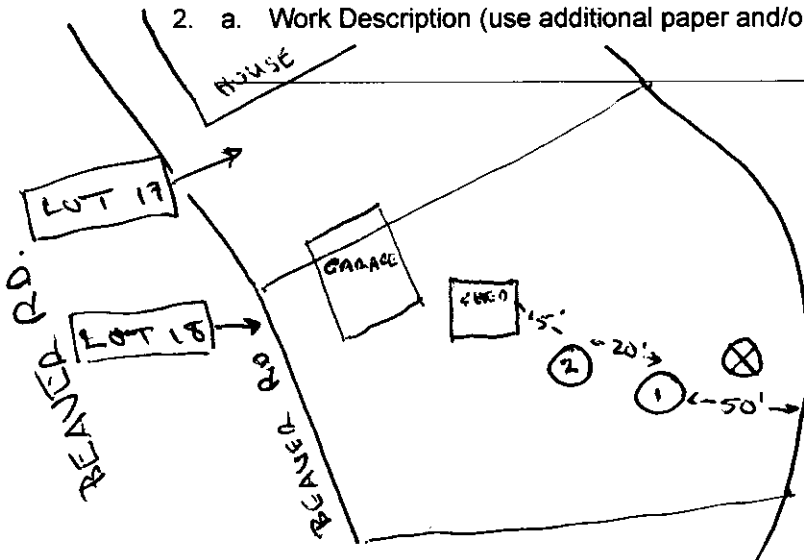
Title

Date

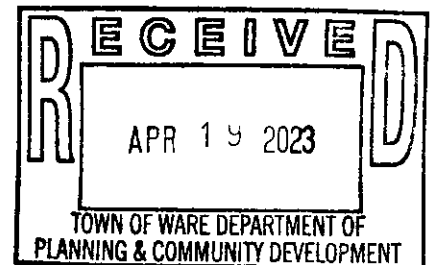
Title

Date

2. a. Work Description (use additional paper and/or provide plan(s) of work, if necessary):



BEAVER LAKE



APPROX LOCATIONS
OF STRUCTURES
AND TREES

- ⊗ SITE OF FELLED TREE (NOW CLEARED AWAY)
① LEANING, DYING WHITE PINE
② WHITE PINE ADJACENT TO SHED WITH LARGE LEADER AIMED AT SHED ROOF



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WARE
City/Town

WPA Form 1- Request for Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

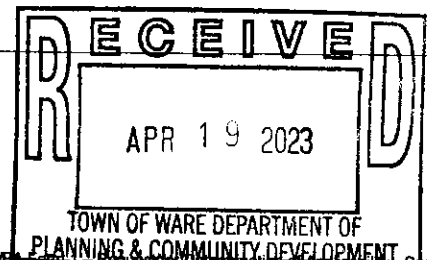
C. Project Description (cont.)

b. Identify provisions of the Wetlands Protection Act or regulations which may exempt the applicant from having to file a Notice of Intent for all or part of the described work (use additional paper, if necessary).

3. a. If this application is a Request for Determination of Scope of Alternatives for work in the Riverfront Area, indicate the one classification below that best describes the project.

- ☒ Single family house on a lot ⁽¹⁷⁾ recorded on or before 8/1/96 (NOTE: HOUSE ON LOT 17)
(LOT 18 HAS GARAGE + SHED)
NO LIVING UNITS
- ☐ Single family house on a lot recorded after 8/1/96
- ☐ Expansion of an existing structure on a lot recorded after 8/1/96
- ☐ Project, other than a single-family house or public project, where the applicant owned the lot before 8/7/96
- ☐ New agriculture or aquaculture project
- ☐ Public project where funds were appropriated prior to 8/7/96
- ☐ Project on a lot shown on an approved, definitive subdivision plan where there is a recorded deed restriction limiting total alteration of the Riverfront Area for the entire subdivision
- ☐ Residential subdivision; institutional, industrial, or commercial project
- ☐ Municipal project
- ☐ District, county, state, or federal government project
- ☐ Project required to evaluate off-site alternatives in more than one municipality in an Environmental Impact Report under MEPA or in an alternatives analysis pursuant to an application for a 404 permit from the U.S. Army Corps of Engineers or 401 Water Quality Certification from the Department of Environmental Protection.

b. Provide evidence (e.g., record of date subdivision lot was recorded) supporting the classification above (use additional paper and/or attach appropriate documents, if necessary.)





Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WARE
City/Town

WPA Form 1- Request for Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

D. Signatures and Submittal Requirements

I hereby certify under the penalties of perjury that the foregoing Request for Determination of Applicability and accompanying plans, documents, and supporting data are true and complete to the best of my knowledge.

I further certify that the property owner, if different from the applicant, and the appropriate DEP Regional Office were sent a complete copy of this Request (including all appropriate documentation) simultaneously with the submittal of this Request to the Conservation Commission.

Failure by the applicant to send copies in a timely manner may result in dismissal of the Request for Determination of Applicability.

Name and address of the property owner:

DEBORAH L. POPPEL

Name

7A BEAVER RD

Mailing Address

WARE

City/Town

MA

State

01082

Zip Code

Signatures:

I also understand that notification of this Request will be placed in a local newspaper at my expense in accordance with Section 10.05(3)(b)(1) of the Wetlands Protection Act regulations.

Deborah L Poppel

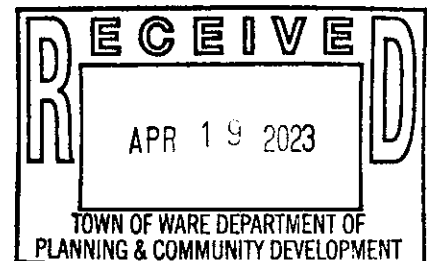
Signature of Applicant

4/14/2023

Date

Signature of Representative (if any)

Date





[illegible]

BEAVER ROAD

LOT 12

LOT 13

LOT 14

LOT 15

LOT 16

LOT 17

LOT 18

LOT 19

LOT 20
COMMON AREA

LOT 21

LOT 22

ST. VIEW ROAD

ROAD

RECEIVED
APR 19 2023
TOWN OF WARE DEPARTMENT OF
PLANNING & COMMUNITY DEVELOPMENT

Measurements: 57.61', 72', 100', 57.61', 70.78', 25.47', 99.77', 53.29', 26.2', 42.09', 226.02', 202.13', 202.13', 109.83', 109.83', 127.62', 205.79', 151', 152', 146', 125', 105', 146', 110', 90', 178', 105', 120.5', 111.13', 40', 40', 30', 177', 19', 156', 157', 141', 155', 200', 79', 151', 152', 102', 2'

Circle numbers: 31, 32, 33, 34, 35, 36, 37, 38, 155, 156, 157, 151, 152

BEAVER ROAD

LOT 12

LOT 13

LOT 14

LOT 15

LOT 16

LOT 17

LOT 18

LOT 19

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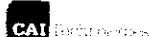
Circle numbers: 31, 32, 33, 34, 35, 36, 37, 38, 155, 156, 157, 151, 152

Assessment Field Card

Town of Ware, Massachusetts



Parcel Information	
	Address: BEAVER RD Map-Lot: 47-0-18 Patriot Account #: 1744 Owner: POPPEL DEBORAH L Co-Owner: Mailing Address: 79 BEAVER RD WARE, MA 01082
Building Exterior Details	General Information
Building Type: Year Built: Grade: Frame Type: Living Units: 0 Building Condition: Roof Cover: Roof Type: Exterior Wall Type: Pool: False	Total Acres: 0.3306 Land Use Code: 132 Neighborhood Code: Owner Occupied: Y Condo Name: Condo Unit: Zone: BLR Utility Code 1: Utility Code 2: Utility Code 3:
Building Area	Ownership History
Gross Area: 0 sqft Finished Area: 0 sqft Basement Area: 0 sqft Garage Area: 0 sqft Detached Garage: sqft Basement Garage: sqft	Sale Date: 10/27/2004 Sale Price: \$ 425000 Nal Description: PORTION/ASSE Grantor (Seller): GILMORE ALAN J & BERTHA T Book/Page: 8040-147
Building Interior	Assessed Value
No. Total Rooms: 0 No. Bedrooms: 0 No. Full Baths: 0 No. Half Baths: 0 Bath Rating: No. Kitchens: 0 Kitchen Rating: Building Framing: Interior Wall Type: Fireplaces: 0 Solar Hot Water: False Central Vac: False Floor Type: Heat Type: Heat Fuel: Percent A/C:	Assessed Yard Value: \$ 0 Assessed Land Value: \$ 55800 Assessed Bldg Value: \$0 Total Assessed Value: \$55800 <div style="border: 1px solid black; padding: 10px; text-align: center;"> RECEIVED APR 19 2023 TOWN OF WARE DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT </div>



www.cai-tech.com

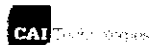
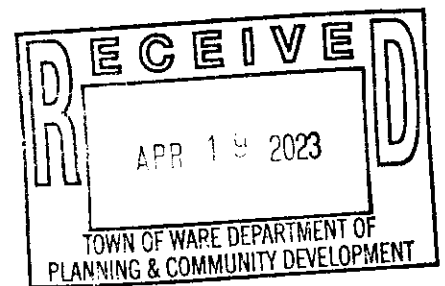
4/4/2023

Data shown on this report is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this report.

Property Information - Ware, MA

Page 1 of 2

SEE PHOTOS SENT TO WARE
CONSERVATION COMMISSION



www.cai-tech.com

4/4/2023

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Property Information - Ware, MA

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MEETING MINUTES
FROM
4/12/2023



TOWN OF WARE

Conservation Commission

126 Main Street, Ware, Massachusetts 01082
413.967.9648

Meeting Minutes from
Wednesday, April 19, 2023
Selectmen's Conference Room, Town Hall

Commission Members:

Mark Swett	Chair
Thomas Barnes	Vice Chair , Absent
Kristin Rosenbeck	
Dennis Cote	
Peter Topor	Absent

Staff in Attendance:

John Prenosil	Conservation Agent
Anna Marques	Building Commissioner
Kristen Jacobsen	PCD & Conservation Admin

Public in Attendance:

Gary Buelow

Governor Baker's Order Suspending Certain Provisions of the Open Meeting Law, G.L. c.30A, §20, dated March 10, 2020, allows remote participation under this Order due to the Coronavirus State of Emergency.
Topics may have been taken out of order according to posted agenda.

PLEDGE OF ALLEGIANCE

M. Swett called the meeting to order at 7:18 pm and led the Pledge of Allegiance.

APPLICATIONS

RDA-2023-01 Walter Wilke- 83 Beaver Rd

J. Prenosil found no issues. The trees would not be milled on site.

MOTION by D. Cote to issue a negative 2 determination for RDA-2023-01. **Seconded** by K. Rosenbeck. No further discussion.

M. Swett		Aye
T. Barnes		Absent
K. Rosenbeck		Aye
D. Cote		Aye
P. Topor		Absent
Four in Favor. One Absent. Approved 3/0/2.		

ADMINISTRATION

Approval of Meeting Minutes – March 8, 2023.

MOTION by D. Cote to approve meeting minutes from March 8, 2023. **Seconded** by K. Rosenbeck. No further discussion.

M. Swett		Aye
T. Barnes		Absent
K. Rosenbeck		Aye
D. Cote		Aye
P. Topor		Absent
Four in Favor. One Absent. Approved 3/0/2.		

Ware Mill Yard- Minuteman

The board discussed the issues at the Minuteman and inquired about the conditions on the Special Permit. J. Prenosil noted that the erosion control is in good shape. The board discussed the flexing of the steel plates on the right-of-way and that the project has ceased while they await funding.

The board discussed the car in the building owned by the town and potential methods of removal.

Maple Street-

A. Marques and J. Prenosil met with Mr. Buelow at the location. The parcel was found to contain invasive plants. The board discussed the path, the storage of automobiles, the parcel being used and the alteration of vegetation. The board also noted that the storm water drains to the river and recommended installing a silt sock.

The board discussed the possibility of isolating floor drains.

The board seeks further information and documentation before issuing an order.

Beaver Issue –

Doane Road- Flooding issues. J. Prenosil sent an email to beaver solutions

25 Crescent Street- Same issues. J. Prenosil awaiting follow-up from Beaver Solutions.

Beaver Lake- 42 Shoreline Drive- 2 Beavers have eaten trees and 3-trees are compromised.

ADJOURNMENT

MOTION by T. Barnes to Adjourn at 7:42. **Seconded** by K. Rosenbeck. No further discussion.

M. Swett		Aye
T. Barnes		Absent
K. Rosenbeck		Aye
D. Cote		Aye
P. Topor		Absent
Three in favor. Absent Approved 3/0/2.		

Next regular scheduled meeting is on May 10th, 2023.

Minutes from March 8th, 2023

Respectfully submitted by,

Kristen Jacobsen

Conservation Commission Administrator

Minutes Approved on: _____

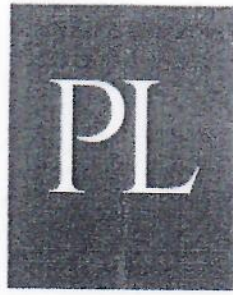
Swett _____

Barnes _____

Cote _____

Rosenbeck _____

RIGHT OF
FIRST REFUSAL
WEBSTER RD



PACKARD LAW

OFFICE

April 30, 2023

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

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 Topwits Inc. whose address is 28 Fairlawn Street, Malden, MA 02148 (c/o Attorney Kevin Tan, 40 Willard Street, Suite 102, Quincy, MA 01535), who informs seller that they propose to keep the use of the Property in 61A and will provide an affidavit at closing representing such.


The terms and conditions of the proposed sale are included in a copy of executed purchase and sale agreement, dated April 24, 2023, 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 Ware 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 Packard, Esq.
Packard Law Office

JP/aj
Enclosures

002506

QUITCLAIM DEED

QUITDEED.IND

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

grant to ROBERT S. 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 east 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 78-3/4° 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.

Webster Road, Ware, MA and Belchertown Road, Ware, MA

BK4413PG0157

Makowski said latter 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.

This conveys the property as new & unencumbered

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

[Signature]
Witness

[Signature]
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.

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

From the office of:

SCHOONMAKER & SCHOONMAKER
16 BANK ST., P.O. BOX 239
WARE, MA. 01082-0239

Tel. 413-967-6311
967-3111
FAX 413-967-7019

Hampshire ss *January 28* 1994 at *3* o'clock and *47* minutes *P.* M. Rec'd ent'd and
(MONTH) (DAY)
exam'd with Hampshire Reg. of Deeds, Book *4413* Page *156*

Attest _____
REGISTER

I, Bridget R. Turek

of Ware Hampshire County, Massachusetts

being unmarried, ~~XXXXXX XXXX XXXX XXXX XXXX~~ 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 S 5° 17' 39" E, 600.52 ft. on Webster Road, Ware, Mass.
Thence S 57° 56' 05" E, 161.79 ft.; thence S 0° 29' 07" E, 137.92 ft.;
thence S 60° 38' 55" W, 106.38 ft.; thence S 90° 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 35c

BOOK 3578 PAGE 0007

husband of said grantor,
wife

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

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

Patrick S. Mertowski

✓ 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 S. Mertowski
Notary Public

My commission expires

July 27, 1990

Hampshire ss.

June 18 1990 at 3 o'clock and 54 minutes P.M., Rec'd and
exam'd with Hampshire Reg. of Deeds, Book 3578 Page 6

Attest

REGISTER

2163-148

We, Stephen E. Turek and Bridget R. Turek, husband and wife,

03984

of Ware, Hampshire County, Massachusetts

County, Massachusetts,

have granted, then thousand dollars.....

consideration paid,

grant 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 covenants a parcel of land on the northerly side of
the road leading from Ware to Belchertown, bounded and
described as follows: - (Description and encumbrances, if any)

Beginning at a stone bound on the northerly side of Belchertown
Road which is 122 feet westerly from Webster Road;
thence N. 80° 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 Plan 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.

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

Robert S. Manturki
Notary Public

My commission expires August 4, 19 83

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

Webster Road, Ware, Ma.

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 ☐.

[Signature]
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.

[Signature]
Notary Public/Justice of the Peace

My commission expires 3-2-2001

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE
ATTEST: HAMPSHIRE, *[Signature]* REGISTER
MARIANNE L. DONOHUE

Doc: 980029939 OR /5518/0053 10/28/1998 09:04

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: 168 Page: 1 of 1
Recorded: 01/26/2004 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

Peter D. Harder
Paul G. Pariseau
JOHN E. MCQUAID BOARD OF ASSESSORS

THE COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE ss.

JANUARY 22 ~~XXX~~ 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.

Wendy L. Warden
Notary Public/Justice of the Peace

My commission expires 3-07-08

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE

ATTEST: HAMPSHIRE,
MARIANNE L. DONOHUE REGISTER

Henry C. Davis
791 / 445

Stanley Orłowski, et al
993 / 451

Commonwealth of Massachusetts
Metropolitan District Commission

DAVIS
HILL RD.

(A public way)
ROAD DETERMINED
BY THIS SURVEY

Stephen & Anna
Kowynia
859 / 392

STEPHEN E. & BRIDGET R. TUREK
25.20 AC.
BK1472/305

Stanislaw Kmiecik
936 / 471

Stephen E. & Bridget R. Turek



Subdivision Registered
Not Registered
Weed Surveying
Date: 11/1/99
CMAA: [Signature]
[Signature]

01697
HAMPSHIRE COUNTY
REGISTER OF DEEDS
MAK 11 1999
11 and 8 in 1.15
[Signature]

CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CON-
FORMITY WITH THE RULES AND REGULATIONS OF THE
REGISTERS OF DEEDS OF MASSACHUSETTS.

DATE: MAR 2, 1979



STEPHEN E. & BRIDGET R. TUREK

COLD SPRING ENGINEERING &
SURVEYING, INC.
10 SOUTH MAIN ST.
BELCHERTOWN, MASSACHUSETTS

DATE: MARCH 2, 1979 SCALE: 1" = 100'

PLAN OF LAND IN WARE, MASS.

OWNED BY

▲ = BEND POINT
■ = MDC BND

WEBSTER RD.
SC' ROAD AS DETERMINED BY THIS SURVEY

MDC BND 72
MISSING

MDC BND 71

MDC BND 70



HAMPSHIRE COUNTY
REGISTRY OF DEEDS
Received and Recorded
MAR 11 1960
11:00 P.M.
Stanley J. Kozura, Regisr

WEBSTER RD.

Sub-Division Approval
Not Required
Where Planning Board
Consent *Feb 6 1980*
Date *Feb 6 1980*
By *Robert M. Smith*
Paula M. Smith
Joseph A. Toranovius

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

APPROVAL UNDER SUBDIVISION
CONTROL LAWS NOT REQUIRED
DATE May 2, 1979
W. H. S. M. Carter

Robert Burns
Gentry Tucker
Joseph S. Frostman

PLANNING BOARD
WARE, MASSACHUSETTS



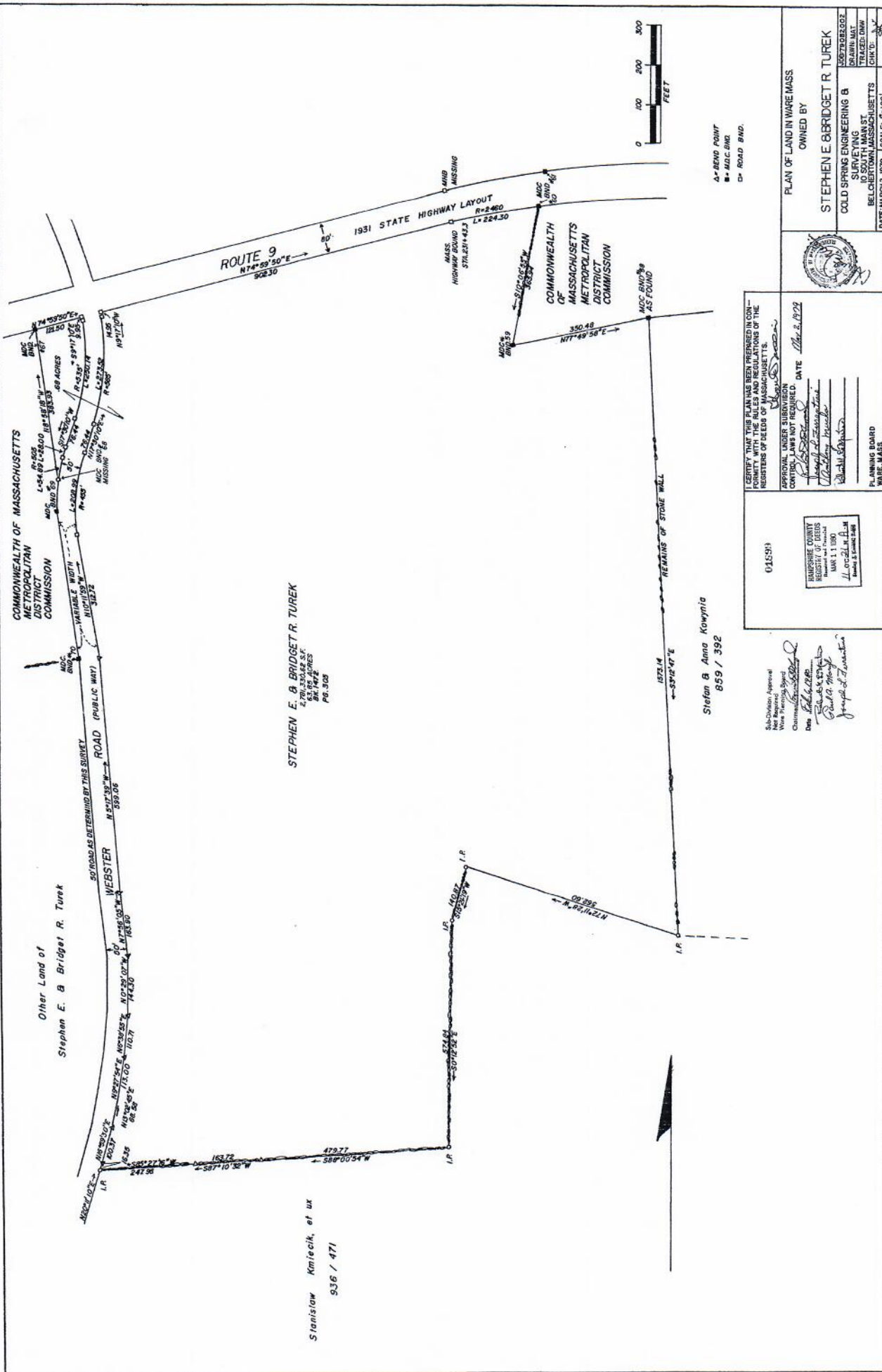
PLAN OF LAND IN WARE
OWNED BY

STEPHEN E. & BRIDGET R. TUREK

COLD SPRING ASSOCIATES, INC.
CIVIL ENGINEERS - LAND SURVEYORS

DATE: MAY 1, 1979	SCALE: 1" = 100'
-------------------	------------------

JOB: 78082025
DR: AB
TR: AB
CK'D:
APP'D: <i>[Signature]</i>





BUYER'S Initials JK BUYER'S Initials JK SELLER'S Initials 04/26/23 SELLER'S Initials 04/26/23 SELLER'S Initials 04/26/23 SELLER'S Initials 04/26/23

5. **Time For Performance.** The SELLER shall deliver the deed and the BUYER shall pay the balance of the purchase price at 10 o'clock a m. on the 15th day of May, 2023, at the 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

4. **Escrow.** All funds deposited or paid by the BUYER shall be held in a non-interest bearing escrow account, by BHS 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.

\$ 350,000.00 Total
\$ 339,500.00 are to be paid at the time for performance by bank, cashier's or certified check or by wire.
\$ 8,500.00 are paid with this Agreement; and
\$ 2,000.00 were paid as a deposit with Contract To Purchase; and
dollars of which

3. **Purchase Price.** The purchase price for the Premises is \$ 350,000.00
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.
2. **Description Of Premises.** The premises (the "Premises") consist of land containing approximately acres, more or less, described as 96.5 acres of land (comprised of 5 lots, Property IDs: 31-0-02, 31-0-03, 31-0-04, 25-0-10, and 25-0-11) in Ware, MA See further description in Paragraph 20

1. **Parties.** Cynthia Turek
"SELLER," agrees to sell and
[insert name], the
Topwits Inc
"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.

The parties make this Agreement this 24 day of April, 2023. This Agreement supersedes and replaces all obligations made in any prior Contract To Purchase or agreement for sale entered into by the parties.

(With Contingencies)

PURCHASE AND SALE AGREEMENT [#505]

STANDARD LAND



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 current use of the Premises for _____;
- (e) Utility easements in the adjoining ways;
- (f) Matters that would be disclosed by an accurate survey of the Premises; and
- (g) _____

[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 conveying 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.

BUYER'S Initials	BUYER'S Initials	BUYER'S Initials	BUYER'S Initials	SELLER'S Initials	SELLER'S Initials	SELLER'S Initials	SELLER'S Initials
							
				2			



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

13. Acknowledgment Of Fee Due Broker. The SELLER and BUYER acknowledge that a fee of _____ (Per Listing Agreement) _____ () for professional services shall be paid by the SELLER to _____, 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 Lamachia Realty, [insert name] a real estate broker, is seeking a fee from _____, [name of listing broker, seller or buyer, if applicable] BHS 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.

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.

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 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.

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.



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

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

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

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 None

16. **Tests/Survey.** (Delete if Waived) N/A

15. **Buyer's Financing.** N/A

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.

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: Kevin Tan, Esq
ktan@weclosehelioan.com

SELLER: Attorney Jaclyn Packard
jpackard@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. Property sold in "as-is" condition. Electricity and wiring to barn is connected to a parcel not being transferred and will be turned off at closing. Contingent on clean and marketable title. Property to be conveyed is 5 parcels totaling approx 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 tax parcel 31-0-01 in Plan Book 113, Page 86 - Tax Parcel 31-0-1. 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. Buyer shall provide a 61A affidavit for land to remain in 61A. Closing date shall be extended to accommodate 61A right of refusal 120 day timeline, if necessary. See Rider A and Wire Fraud Rider, attached hereto and incorporated herein by reference.

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

BUYER Cynthia Kuo
doloop verified 04/25/23 11:43 PM EDT HKIE-RFSEJZVP-RDDQ
SELLER Cynthia Turck
doloop verified 04/26/23 7:32 AM EDT T7FK-GHQ8-VHCA-DEMK

BUYER Cynthia Kuo
doloop verified 04/25/23 7:35 PM EDT I7RG-6WMJ-WVRZ-7ZCG
SELLER, or spouse
Date

BUYER
Date
SELLER, or spouse
Date

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
doloop verified 04/26/23 10:34 AM EDT OQAT-BG3W-APHJ-ZOR7
Date

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

RIDER "A" TO PURCHASE AND SALES AGREEMENT

Property: 5 Lots in Ware (4 Lots on Webster Road and 1 Lot on Belchertown Road)

Seller: Cynthia A. Turek

Buyer: Topwits Inc.

1. NOTICES

Unless otherwise specified herein, any notice to be given hereunder shall be in writing and signed by the party or the party's attorney or appointed agent and shall be deemed to have been given (a) when delivered by hand, or (b) when mailed by registered or certified mail, all charges prepaid, or (c) when sent by successfully completed telecopier or facsimile transmittal, or (d) when sent by electronic mail, addressed:

in the case of BUYER, to:

Kevin Tan, Esq.
SKM Title & Closing Services, PC
Sharaf & Maloney, PC
40 Willard Street, Suite 102
Quincy, MA 02169
kian@wecllosetheloan.com
Phone: (617) 302-2350
Cell: (617) 763-8551
Fax: (774) 250-1767

in the case of SELLER, to:

Jaclyn Packard, Esq.
Packard Law Office
47 Harvard Street, Suite 220, Worcester, MA 01609
Tel: 508.926.8987
Fax: 508.519.6593
jpackard@packardlawoffice.com

By such notice, either party or such party's attorney may notify the other of a new address, in which case such new address shall be employed for all subsequent deliveries and mailings.

2. Intentionally deleted.

3. ERRORS AND OMISSIONS

If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for such error or omission) and notice thereof is given within 90 days of the closing date, then the party to be charged agrees to make a payment to correct the error or omission.

4. REASONABLE ACCESS

The SELLER shall allow the BUYER to have reasonable access to the premises at reasonable times and upon reasonable notice for inspections, measurements and other reasonable purposes, including without implied limitation, the right to inspect the premises just prior to the closing. Said right of access shall be exercised only after reasonable prior notice and only in the presence of SELLER or SELLER's agent. Said access shall not exceed three (3) visits, exclusive of final walkthrough.

5. DAMAGE TO THE PREMISES

Until the deed is accepted and recorded, the SELLER shall bear the sole risk of loss in the event of a fire or other casualty.

6. BROKERS

BUYER and SELLER represent and warrant to each other that they have not contacted any real estate broker in connection with this transaction other than the brokers named in this Agreement and were not directed to the other party as a result of any services or facilities of any other real estate broker. Each agrees to indemnify the other against and to hold the other harmless from any claim, loss, damage, cost or liability for any brokerage commission or fee which may be asserted by any other real estate broker with whom BUYER or SELLER has dealt in connection with this transaction. The provisions of this Paragraph shall survive the delivery of the deed.

7. AUTHORIZATION TO SIGN EXTENSIONS AND NOTICES

In order to facilitate the execution and delivery of certain documents contemplated hereby, the parties grant to their respective attorneys the actual authority to execute and deliver on each party's behalf any (a) agreement modifying the time for the performance of any event hereunder, or (b) any notice that may be given under this agreement, and the parties may rely upon the signature of such attorneys (including taxed and emailed signatures) unless they have actual knowledge that a party has disclaimed the authority granted herein.

8. PRIOR AGREEMENTS

This agreement supersedes any other prior agreement of the parties concerning the transaction contemplated hereby with any such prior agreements becoming null and void upon the execution of this agreement. This agreement henceforth represents the complete and full agreement of the parties hereto, except as the agreement may be modified or altered by a written agreement signed by all the parties hereto. If a section of this agreement is deemed to be invalid, its invalidity shall not impinge on the validity of the remaining sections of this Agreement and they shall remain in full force and effect.

9. NO ACTION, SUITS, OR CLAIMS

SELLER represents and warrants that to the best of SELLER'S knowledge and belief, without independent investigation, there are no outstanding actions, suits or claims relating to the title of the premises defined and encumbered as described herein, or seeking specific performance for conveyance of the premises or seeking possession of the premises. SELLER warrants and represents that they are the record owner(s) of the premises.

10. NO BANKRUPTCY OR FORECLOSURE

SELLER hereby represents that as of the date hereof, there is no pending SELLER's bankruptcy, mortgage foreclosure, or other proceedings that might in any way impact adversely on the SELLER's

ability to perform on the closing date.

11. SELLER EXECUTED DEED

In the event that SELLER is a natural person, SELLER shall execute the deed personally; it is agreed that a deed executed under a Power of Attorney shall not constitute a satisfactory deed under Paragraph 6 of the Agreement.

12. TITLE PROVISIONS

It is understood and agreed by the parties that the premises shall not be in conformity with the title provisions of this agreement unless:

(i) All buildings, structures and improvements, including but not limited to any driveways, garages, fences, septic systems and cesspools, and all means of access to the premises, shall be located completed within the boundary lines of said premises and shall not encroach upon or under the property of any other person or entity;

(ii) No building, structure, improvement or way of any kind belonging to any other person or entity shall encroach upon or under said premises;

(iii) The premises shall about or have access to a public way, duly laid out or accepted as such by the city or town in which said premises is located; and

(iv) Title to the premises is marketable and insurable, for the benefit of the BUYER, by a nationally recognized title insurance company, in a fee owner's policy of title insurance at normal premium rates, on the American Land Title Association form currently in use, subject only to those printed exceptions to title normally included in the "jacket" to such form or policy, and those exceptions listed in Paragraph 6 herein. In the event that an owner's policy of title insurance can only be written with coverage over a known title defect, then BUYER shall have the right (based on the opinion and judgment of counsel) to deem such title unmarketable in which event all deposits shall be returned and this Agreement shall be terminated.

13. SELLER REPRESENTATIONS

The SELLER represents to the best of seller's knowledge, without independent investigation, and limited to SELLER's term of ownership that the following statements are true, and shall be true at the time of closing hereunder:

a) there are no underground storage tanks on the premises and there have never been any hazardous substances generated, stored, or disposed of on the Premises, except for routine household supplies in quantities typically used by an average homeowner;

b) SELLER has not received any written notice of any litigation or threatened litigation affecting Seller or the premises that would in any way constitute a lien, claim or obligation of any kind against the premises or which could prevent SELLER from performing SELLER's obligations under this Agreement.

c) the premises are not in violation of any federal, state, or local environmental, sanitary, health or safety statute, ordinance, code, law, rule, regulation or the like;

d) with the exception of the power drawn from one of the other existing lots, which will be disconnected before the closing, there are no other utilities connected to the property as this is a purchase of land only. As such, there will be no final water and sewer reading provided at the time of closing nor a smoke certificate.

e) there are no security agreements, contracts or other arrangements with respect to the ownership, leasing, use and operation of the Premises, and/or the fixtures therein which shall survive the closing and shall continue to bind or encumber the Premises or the new owner of the Premises except matter of record which are specifically referred to in this Agreement; and

14. ATTORNEY CONSULTATION

BUYER and SELLER acknowledge that they have read and understand all provisions of this Agreement, and have had the opportunity to consult an attorney about the terms and conditions set forth herein. BUYER and SELLER further understand and acknowledge that this Agreement creates binding legal obligations that are enforceable against BUYER and SELLER in a court of law.

15. ACCEPTANCE OF DEED

The acceptance and recording of a deed by the BUYER(S) or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

16. Between the date hereof and the closing, the SELLER shall maintain and service the Premises and its appurtenances at the same level of effort and expense as the SELLER has maintained or serviced the Premises for the SELLER'S own account prior to the date of this Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of April, 2023.

SELLER: *Cynthia Turek*
dotloop verified
04/26/23 7:32 AM EDT
qhfg-vkof-wrhc-oibv

BUYER: *Gladys Kuo*
dotloop verified
04/25/23 11:43 PM EDT
cmfq-zjms-ybsr-o94n

BUYER: *Glencki Kuo*
dotloop verified
04/25/23 7:35 PM EDT
stax-t84l-utkd-glys

SELLER:

WIRE FRAUD RIDER

Incidents of wire fraud in residential real estate transactions are on the rise. Criminal hackers target buyers, sellers, real estate agents, loan officers, mortgage bankers and attorneys involved in real estate transactions. They have become extraordinary sophisticated and well versed in real estate transactions. You must treat every communication that is instructing you to wire or transmit funds as suspect. We at SKM Title & Closing Services, PC/Sharaf & Maloney, PC are committed to help protect parties in these transactions from falling victim to wire fraud scams.

Fraudulent e-mails contain false wire instructions and direct people to wire closing funds to bank accounts that are actually owned by hackers. These emails may appear to be genuine and contain the senders' company e-mail information, the email will look like it came from a trusted sender and many times it can contain a signature or attributes that resemble a trusted sender. They may also reference personal information or details about the transaction and mimic the tone of past emails. Fraudulent email addresses typically appear to be from someone you are working with or a business involved with the transaction.

You must treat every communication that is instructing you to wire or transmit funds as suspect.

Before wiring funds, call your SKM/Sharaf & Maloney PC Attorney to verify the wire instructions verbally. Do not rely on contact information in emailed instructions. Refer to an independent source or call your SKM/Sharaf & Maloney PC attorney.

Never send sensitive personal data via unsecured email, this includes bank account numbers, credit card numbers and social security numbers. Always use a secure email, facsimile or telephone to relay sensitive data.

Wire instructions to our firm will always reflect the account name as SKM Title & Closing Services, PC/Sharaf & Maloney, PC. If you receive emailed instructions with any variation to this account name, please call our office immediately.

Your attorney and only your attorney, will provide you wire instructions via a secure method (such as in hand delivery, mail, secure/encrypted portal, or over the telephone).

Be very suspect of beneficiary accounts for wires; the account name should match the intended recipient and be very suspect of wires going to unrecognized names and out of state bank branches

Our office will always use a secure method to verify wire instructions for sale proceeds. If you are a seller, you can hand-deliver the instructions at closing or use another secure method of delivery. If we receive wire instructions via email, we will call you or your attorney to verify all information before we initiate the wire.

Do not hesitate to call us if you have any question or concern about an email you receive in connection with your pending closing.

The undersigned acknowledge that we have received and read this Rider and warnings:

Cynthia Turck
dotloop verified
04/26/23 7:32 AM EDT
FZRE-IBKE-KHWT-8AHD

SELLER:

Alvade Kuo
dotloop verified
04/25/23 11:43 PM EDT
7MTW-VTT-LSUD-0BOV

BUYER:

Alvade Kuo
dotloop verified
04/25/23 7:35 PM EDT
NQW0-WPQE-OSSL-WBGD

BUYER:

SELLER:

MINUTEMAN
DISCUSSION
MATERIALS



**TOWN OF WARE, MASSACHUSETTS
OFFICE OF THE TOWN CLERK**

126 MAIN STREET, STE. F, WARE, MASSACHUSETTS 01082

NANCY J. TALBOT
TOWN CLERK

September 21, 2021

**Minuteman Farm, LLC Cannabis Grow Facility
24 E Main St.
Ware, MA 01082**

Attn: Richard Barry 18 Main St. Townsend, MA 01469

Dear Mr. Barry:

Please find attached the Certificate of Decision on Special Permit SP2021-05 and SPR 2021-01 as filed with me by the Ware Planning Board on August 30, 2021.

NO APPEAL was filed by the date of September 18, 2021

Per MGL Chapter 40 a, §11, the Decision and the Certificate of No Appeal must be recorded in the Registry of Deeds for the County in which the land is located and indexed in the grantor index under the name of the owner of record or is recorded and noted on the owner's certificate of title. The owner shall pay for such recording and registration.

Once recorded, please remit a copy of the Registry of Deeds filing to this office in order to complete the record. I will forward a copy of this to the Ware Planning Board for their files, and to complete the records.

Should you have any questions, please do not hesitate to contact me at the above address or telephone number.

Sincerely,


Nancy J. Talbot
Town Clerk

Attached – Certificate of Decision on Special Permit # 2021-05, SPR 2021-01

**cc: Special Permit File 2021-05, SPR 2021-01
Ware Planning Board**

U



TOWN OF WARE

Planning & Community Development
126 Main Street, Ware, Massachusetts 01082
t. 413.967.9648 ext. 118

Case #:
SP-2021-05 &
SPR-2021-01

CERTIFICATE OF DECISION SPECIAL PERMIT & MAJOR SITE PLAN REVIEW

Approval Date: August 19, 2021

Project Name: Minuteman Farm, LLC. Cannabis Grow Facility

Location of Project: 24 East Main Street, Ware

Assessor's Reference: 57-114-1

Deed Reference: 14057/167

Zoning District: Mill Yard (MY)

Total Acreage: 0.79 acres

Type of Use: Marijuana Cultivation Facility, Licensed by the Commonwealth of Massachusetts

Building Area: 7,700 sf

Applicant: Richard Barry (Minuteman Farm, LLC.)
18 Main Street, Townsend, MA 01469

Owner: Same as applicant

Plans Prepared by: Robert H. LeMaitre, PE., PLS.

Plans Dated: March 30, 2021

Application Date: June 23, 2021

Public Hearing: July 15, 2021; August 19, 2021 (Continued)

PB Members: Josh Kusnierz, Chairman; Rick Starodoj, Vice Chairman; Joe Knight, Clerk; Kenneth Crosby; Edward Murphy, III

PB Action: Approved with conditions; see below.

Summary Description of Application:

The applicant seeks a special permit approval and major site plan approval to build a 7,700-sf reinforced concrete block building to use as a Cannabis (Marijuana) Grow Facility on the property located at 24 East Main Street, also known as 57-114-1 on the Assessor Map.

Special Permit Findings:

1. After the public hearing duly noticed and held, the Ware Planning Board found, as required by MGL Chapter 40A, Sec. 9, that the proposal is consistent with the terms of section 7.2.4 of the Ware, Massachusetts Zoning Bylaws. These findings are based on the application documents presented.
2. The proposal is in harmony with the general purpose and intent of this Bylaw and it will not be detrimental to the health, safety or welfare of the neighborhood or the Town.
3. The proposal is compatible with existing uses and development patterns in the neighborhood and will be harmonious with the visual character of the neighborhood in which it is proposed.
4. The proposal will not create a nuisance to the neighborhood due to impacts such as noise, dust, vibration, lights, or odors.
5. The proposal will not create undue traffic congestion nor unduly impair pedestrian safety, and provides safe vehicular and pedestrian circulation within the site.
6. The proposal ensures adequate space onsite for loading and unloading of goods, products, materials, and equipment incidental to the normal operation of the establishment or use.
7. The proposal will not overload any public water, drainage or sewer system or any other municipal system to such an extent that the proposed use or any existing use will be unduly subjected to hazards affecting health, safety, or the general welfare.
8. The proposal minimizes environmental impacts including erosion, siltation, changes to ground and/or surface water levels (quantity), or changes to ground or surface water quality.

Based on these findings, the Ware Planning Board, as Special Permit Granting Authority pursuant to Section 7.2.4 of the Ware Zoning Bylaw, voted 5/0/0 to grant Special Permit 2021-05 & Major Site Plan Review 2021-01 to Minuteman Farm, LLC. to construct a 7,700-sf Cannabis (Marijuana) Grow Facility at 24 East Main Street, as previously described, with the following conditions:

1. If construction ceases to operate and the project is left incomplete, the special permit shall be null and void six months after construction has stopped;
2. Hours of construction shall be between 7am-6pm, 5 days a week, with half days on Saturdays. All major federal holidays will be considered off days as well;
3. Upon receipt, a copy of Minuteman Farm, LLC.'s provisional license is to be given to the Planning Board and the Director of Planning & Community Development;
4. All State and Local Zoning Bylaws, Building Codes and Regulations must be adhered to and all necessary permits be obtained;
5. Best Construction Practices will be used with regard to dust, noise, vibration and the site shall be kept in a neat and orderly manner during construction;

6. The Applicant will comply with all laws, regulations and requirements of the Town of Ware, Commonwealth of Massachusetts, and the United States of America, the strictest of which shall prevail;

[Signatures on next page]

Ware Planning Board:


Josh Kusnierz, Chairman

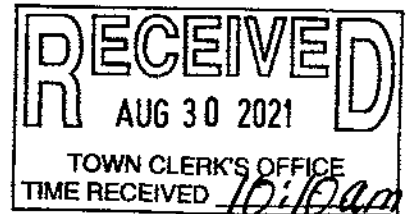

Rick Starodaj, Vice Chairman


Joseph Knight, Clerk


Kenneth Grosby

See next page
Edward J. Murphy, III

Date filed with Town Clerk:

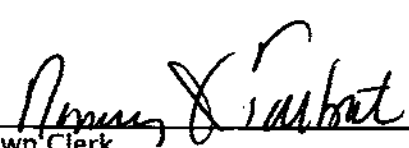


Decision to be endorsed no earlier than:

Sept. 18, 2021

Certificate of No Appeal

No notice of Appeal was received by the Town Clerk during the 20 day appeal period.

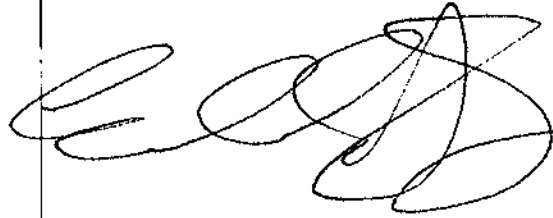

Town Clerk

Sept. 21, 2021
Date

Notes:

1. A copy of this decision is on file with the Town Clerk of the Town of Ware, Town Hall, 126 Main Street, Ware, MA 01082.
2. This decision is subject to appeal in accordance with MGL c. 40A §17 within 20 days after this decision is filed with the Ware Town Clerk.
3. This Special Permit shall not become effective until it has been recorded at the Hampshire District Registry of Deeds.
4. This Special Permit shall be valid for a period of two years from the date it is available for filing at the Hampshire District Registry of Deeds.

Ed Murphy

A handwritten signature in black ink, consisting of several overlapping loops and a final large flourish.

8-25-21

APR/MAPLE STREET
DISCUSSION
MATERIALS



TOWN OF WARE
Planning & Community Development
126 Main Street, Ware, Massachusetts 01082
t. 413.967.9648 ext. 186 f. 413.967.9627

CERTIFICATE OF DECISION
SPECIAL PERMIT

Approval Date: May 4, 2016

Project Name: APR Towing

Location of Project: 55 East Street

Assessor's Reference: 57-0-127

Deed Reference: 12060/249

Zoning District: I, Industrial

Total Acreage: 2.85

Type of Use: Towing business

Building Area: 55,880 square feet

Applicant: Gary Buelow
55 East Street
Ware, MA 01082

Owner: 118 Main Street LLC
55 East Street
Ware, MA 01082

Plans Prepared by: Sketch by applicant

Plans Dated: NA

Application Date: March 30, 2016

Public Hearing: May 4, 2016

PB Members:¹ Rick Starodoj, Chairman; Chris DiMarzio, Vice Chairman; Joe Knight, Fred Urban, and David Kopacz

PB Action: Approved with conditions; see below. This Special Permit is approved under Section 2.5 of the Ware Zoning Bylaw.

¹ Planning Board Members who were appointed to vote on this case.

Sent by Certified Mail

Date: _____

Summary Description of Application:

To operate a towing business at the site, which also houses other uses permitted by right in the Industrial district. Towing vehicles leave the premises several times a day as well as to make calls for service during the night. On average, 4 to 6 vehicles are brought back to the site each day. Of those, many are picked up by other carriers and leave the site the same day. Those that remain on the site are stored inside the garage or, rarely, are left outdoors in a designated storage area where they will be picked up by the customer or another company. APR has no intent of long term outside storage.

Findings: After the public hearing duly noticed and held, the Ware Planning Board made the following findings as required by M.G.L. Chapter 40 A., Sec. 9 and Section 7.2.4 of the Ware, MA., Zoning Bylaws:

1. That the proposed use is in harmony with the general purpose and intent of the zoning bylaw, given the zoning is Industrial (I), the site is already developed with an industrial building, and there is capacity on the site and inside the building for the operation of a towing business without any detrimental impact to the health, safety, or welfare of the neighborhood or the Town;
2. That the proposed use is compatible with the existing uses and development patterns in the neighborhood, given the entire area is within the Industrial district;
3. That the proposed use will not create a nuisance to the neighborhood since there will be minimal outside storage of vehicles and the tow trucks will be stored in areas other than in front of the building;
4. That the proposed use will not create undue traffic congestion nor unduly impair pedestrian safety and that the site provides safe vehicular and pedestrian circulation within the site given that it is a relatively minor use of the site;
5. That the site provides adequate space onsite for the loading and unloading of vehicles being towed;
6. That the proposed use will not overload any public water, drainage, or sewer system given that operation of a towing service does not consume water or generate wastewater, and that the site is not proposed to be modified in regard to impervious surfaces and thus will not contribute more to stormwater runoff entering the public drainage system than currently exists; and
7. That the proposed use should not impact the environment in regard to erosion, siltation, or ground or surface water quantity or quality.

Based on these findings, the Ware Planning Board, as Special Permit Granting Authority pursuant to Section 7.2 of the Ware Zoning Bylaw, voted 5/0/0 to approve the Special Permit for Gary Buelow to operate a towing business at 55 East Street as previously described.

Conditions:

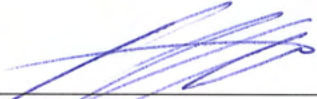
1. That towing vehicles not be left idling for undue amounts of time, in compliance with MGL Chapter 90 Section 16A;
2. That outdoor lighting be shielded so as not to shine onto any abutting property;
3. That any fluid leaks from vehicles used for the towing operation or that have been towed to the site be stopped and the spilled fluid cleaned up immediately in accordance with appropriate regulations;
4. That compliance with all applicable local, state, and federal regulations be maintained at all times, including but not limited to the Ware Zoning Bylaw, the Building Code, the Fire Code, and the Wetlands/Riverfront Protection Act; and
5. That a site plan be submitted for review and approval for the expansion of the parking lot within three (3) months of the date of approval of this decision.

Continued on the next page.

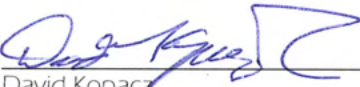
For the Ware Planning Board:


Rick Starodaj, Chairman


Chris DiMarzio, Vice Chairman


Joe Knight


Fred Urban


David Kopacz

Date filed with Town Clerk:



Decision to be endorsed no earlier than:

May 25, 2016

No notice of Appeal was received by the Town Clerk during the 20 day appeal period.

Town Clerk

Date

Notes:

1. A copy of this decision is on file with the Town Clerk of the Town of Ware, Town Hall, 126 Main Street, Ware MA 01082.
2. This decision is subject to appeal in accordance with MGL c. 40A §17 within 20 days after this decision is filed with the Ware Town Clerk.
3. This special permit shall not become effective until it has been recorded at the Hampshire District Registry of Deeds.
4. This Special Permit shall be valid for a period of two years from the date it is available for filing at the Hampshire District Registry of Deeds.
5. The minutes for this meeting are a part of the detailed record required by MGL c. 40A § 9.



TOWN OF WARE
Planning & Community Development

126 Main Street, Ware, Massachusetts 01082
t. 413.967.9648 ext. 186
pcd@townofware.com

CERTIFICATE OF DECISION
MAJOR SITE PLAN REVIEW

Approval Date: September 5, 2018

Project Name: All Parts Racing, LLC (APR) towing business

Location of Project: 55 East Street

Assessor's Reference: 57-0-127

Deed Reference: 12060/249

Zoning District: Industrial (I)

Total Acreage: 2.85ac. (approximate)

Type of Use: Towing business

Building Area: 53,000 square feet (approximate)

Applicant: All Parts Racing, LLC
55 East Street
Ware, MA 01082

Owner: Gary J. Buelow, Jr.
17 Pleasant Street
Ware, MA 01082

Plans Prepared by: R. H. LeMaitre, P.E., PLS, Ware, MA and
K. Majmudar, P.E., Enfield, CT

Plans Dated: February 23, 2018, revised September 5, 2018

Application Date: March 29, 2018

Public Meeting: May 2, 2018

PB Members:¹ Rick Starodoj (Chairman), Chris DiMarzio, Fred Urban, Joe Knight

PB Action: **Approved.** This Major Site Plan is approved under Section 7.4 of the Ware Zoning Bylaw, subject to the conditions listed below.

¹ Planning Board Members who were appointed to vote on this case.

Summary Description of Application:

This application is for site plan approval for the towing business located at 55 East Street, Ware, MA. The applicant received a Special Permit (SP-2016-02) to operate the towing business on May 26, 2016, with one of the conditions being to submit a site plan application within three months of the special permit decision. This application consists of retail space, temporary vehicle storage, storage space, mechanical work space, office space in the existing building structure, and related parking. The applicant has requested waivers for landscaping, lighting, floor plan, and development impact assessment.

Vote by the Ware Planning Board:

The Ware Planning Board, as Permit Granting Authority pursuant to Section 7.4 of the Ware Zoning Bylaw, voted as follows:

Motion by F. Urban to rescind the August 15, 2018 decision to withdraw the special permit for APR to operate a towing business at 55 East Street. Seconded by J. Knight. So voted 5/0/0.

Then voted 5/0/0 to approve the Site Plan for All Parts Racing, LLC as previously described, subject to the following conditions:

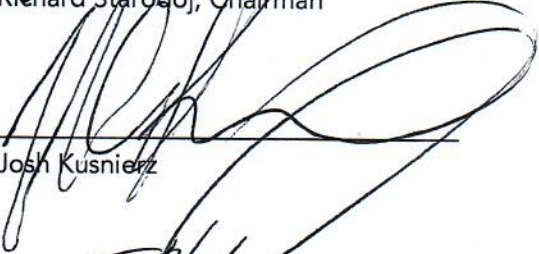
1. Applicant will submit photographs of all lighting around the full exterior of the building to be a part of this Decision.

Photographs of all existing lighting are a part of this Decision and are provided in Appendices A-K of this Decision.

[signatures on next page]

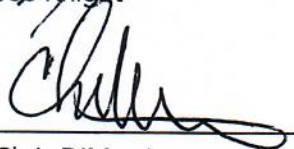
For the Ware Planning Board:


Richard Starodziej, Chairman

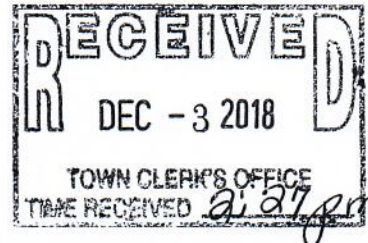

Josh Kusnierz


Fred Urban


Joe Knight


Chris DiMarzio

Date filed with Town Clerk:



Decision to be endorsed no earlier than:

Dec. 24, 2018
(date)

CERTIFICATE OF DECISION

No notice of Appeal was received
by the Town Clerk during the 20
day appeal period.

Town Clerk

Date

This decision may be appealed in accordance with the provisions of
Massachusetts General Law Chapter 40A, Section 17.

Appendix A.
SPR-2018-03



P.4

9.20.2018

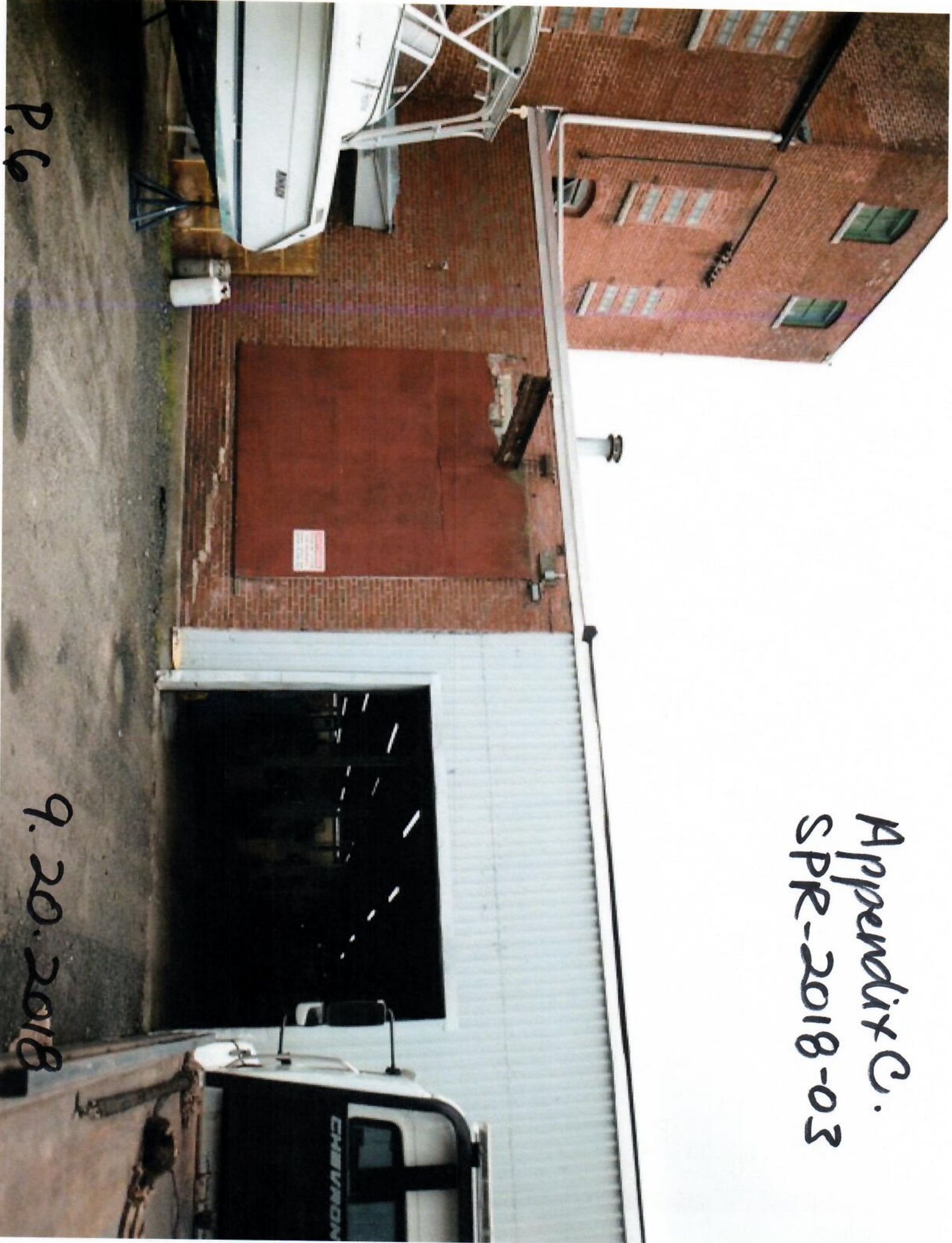
Appendix B.
SPR-201803

9.20.2018

P.5



Appendix C.
SPR-2018-03



P.6

9.20.2018

Appendix D.

SPR-2018-03

9.20.2018

P.7

Appendix E.
SPR-2018-03



P.8

9.20.2018

Appendix F.
SPR-2018-03



9.20.2018

P.9

Appendix G.

SPR-2018-03

P.10

9.20.2018

Appendix H.
SPR-2018-03

9.20.2018

P.11

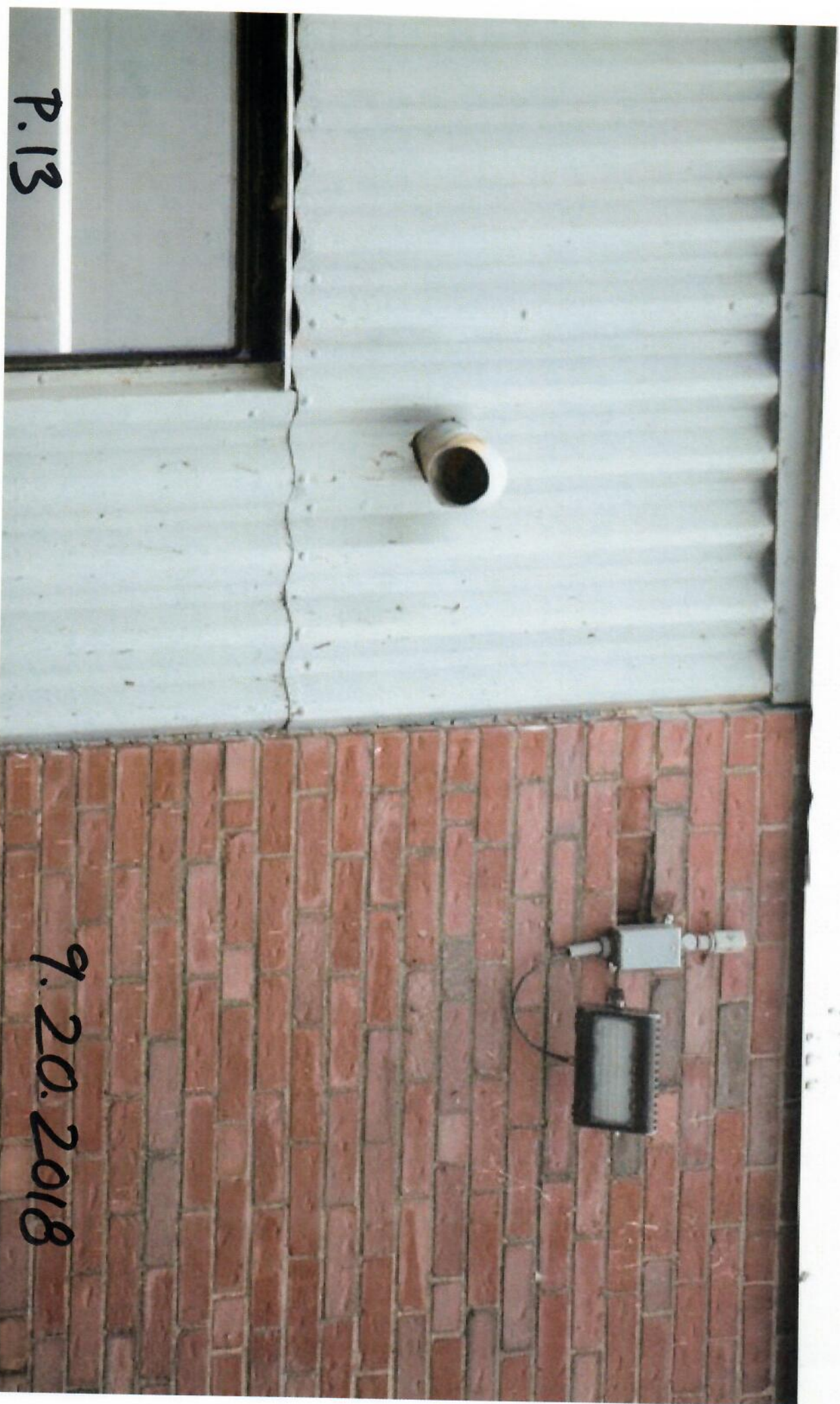


Appendix I.
SPR-2018-03

9.20.2018

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Appendix J.
SPR-2018-03



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9.20.2018

Appendix K.
SPR-2018-03



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9.20.2018



TOWN OF WARE

Conservation Commission
126 Main Street, Suite A, Ware, Massachusetts 01082
t. 413.967.9648 ext. 117 f. 413.967.9627
conservation@townofware.com

June 8, 2016

Mr. Gary Buelow
118 Main Street Ware, LLC
55 East Street
Ware, MA 01082

Re: Work at 55 East Street

Dear Mr. Buelow,

At their meeting on May 11, 2016, the Ware Conservation Commission expressed growing concern over the continued work at the above address including parking vehicles on unpaved surfaces.

No further work is to be conducted at this site until you provide this office with the name and contact information of the qualified environmental consultant you retained for the required Notice of Intent.

In addition to the above, the Commission has yet to receive a wetland delineation plan, existing and proposed elevations, a Notice of Intent application.

You are hereby advised to provide your consultant's information within two weeks of receipt of this letter. The Commission will take this matter up again at their July 13, 2016 meeting.

If you have any questions regarding this matter, please feel free to contact me at the above numbers.

Sincerely,

Judith P. B. Mosso
Administrator

cc: file

Jacobsen, Kristen

From: Tom Barnes <tbarnes_pps@yahoo.com>
Sent: Thursday, April 6, 2023 7:49 AM
To: Barnes, Tom
Cc: Beckley, Stuart; Mark Swett (Con-Com); Jacobsen, Kristen
Subject: FW:Beulow
Attachments: Buelow 12 14 15.jpg; Buelow stop work order.pdf

CAUTION: This email originated from outside of the Town of Ware organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

EVIDENCE THAT GOES BACK MANY YEARS ON APR

From: Mosso, Judith Omosso@townofware.com)
To: DKopacz@townofware.com; conservati6n.commission@comcast.net
Cc: dencotel0@gmail.com; donna-rae.kenneally@wne.edu; stoneponiesl2@yahoo.com; ltx5@comcast.net; tbarnes_pps@yahoo.com

Date: Monday, December 14, 2015 at 09:42 AM EST
Possible tree clearing in river front at 55 East Main St, owner Gary Buelow. Map attached.
Please check it out.
-Judi

From: Cullen, Karen
Sent: Monday, December 14, 2015 9:39 AM
To: Mosso, Judith <JMosso@townofware.com>

Subject: Buelow
Karen M, Cullen, AICP
Director of Planning & Community Development
Town of Ware
967-9648 ext.118
Buelow property

Jacobsen, Kristen

From: Barnes, Tom
Sent: Thursday, April 6, 2023 11:44 AM
To: Jacobsen, Kristen
Cc: Beckley, Stuart; Barnes, Tom
Subject: FW: 55 East St -APR Towing

Hi Kristen

Will you please print out my emails for our next Conservation Meeting on April 12 along with attachments and have them available for all members to review. Have one more I need send you.

Thank you for all your help

Tom Barnes
Vice Chair
Ware Conservation Commission
www.townofware.com

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Tom Barnes <tbarnes_pps@yahoo.com>
Date: 4/6/23 7:35 AM (GMT-05:00)
To: "Barnes, Tom" <tbarnes@townofware.com>
Cc: "Beckley, Stuart" <sbeckley@townofware.com>, "Mark Swett (Con-Com)" <ltx5@comcast.net>
Subject: 55 East St -APR Towing

CAUTION: This email originated from outside of the Town of Ware organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

From: Mosso, Judith 0.mosso@townofware.com)
To: conservation.commission@comcast.net; dencotelo@gmail.com,. DKopacz@townofware.com;
stoneponiesl2@yahoo.com; ltx5@comcast.net; tbarnes_pps@yahoo.com

Date: Thursday, April 28, 2016 at 03:34 PM EDT

Hi all'

When the Commission last discussed this site, it was only about tree clearing. I just learned today that what has been cleared is now being paved.

I have this on our 5/11 agenda, but Commission members should head out and take a look as an EO may be an option. But, I certainly do not have an NOI from Mr. Buelow or his representative.

Judi Mosso

Assistant to the Director

Town of Ware - Planning & Community Development | 126 Main Street | Ware, MA 01082

t, 413.967.9648 x120 | f. 413.967.9642

Town Hall hours are M-F 8-4,

www.townofware.com

Jacobsen, Kristen

From: Tom Barnes <tbarnes_pps@yahoo.com>
Sent: Thursday, April 6, 2023 7:49 AM
To: Barnes, Tom
Cc: Beckley, Stuart; Mark Swett (Con-Com); Jacobsen, Kristen
Subject: FW:Beulow
Attachments: Buelow 12 14 15.jpg; Buelow stop work order.pdf

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EVIDENCE THAT GOES BACK MANY YEARS ON APR

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To: DKopacz@townofware.com; conservati6n.commission@comcast.net
Cc: dencotel0@gmail.com; donna-rae.kenneally@wne.edu; stoneponiesl2@yahoo.com; ltx5@comcast.net; tbarnes_pps@yahoo.com

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From: Cullen, Karen
Sent: Monday, December 14, 2015 9:39 AM
To: Mosso, Judith <JMosso@townofware.com>

Subject: Buelow
Karen M, Cullen, AICP
Director of Planning & Community Development
Town of Ware
967-9648 ext.118
Buelow property

Jacobsen, Kristen

From: Tom Barnes <tbarnes_pps@yahoo.com>
Sent: Thursday, April 6, 2023 7:27 AM
To: Barnes, Tom
Cc: Kristin Rosenbeck; Beckley, Stuart; Jacobsen, Kristen
Subject: 55 East Street - expansion of parking lot
Attachments: APR ARPIL 28 2016.jpg

CAUTION: This email originated from outside of the Town of Ware organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mosso, Judith <jmosso@townofware.com>

To:
conservation.commission@comcast.net

,
dencote10@gmail.com

,
DKopacz@townofware.com

,
stoneponies12@yahoo.com

,
ltx5@comcast.net

,
tbarnes_pps@yahoo.com

Thu, Apr 28, 2016 at 3:35 PM

From: Cullen, Karen

Sent: Thursday, April 28, 2016 3:31 PM

To: Mosso, Judith <JMosso@townofware.com>

Subject: FW: 55 East Street - expansion of parking lot

From: Cullen, Karen

Sent: Thursday, April 28, 2016 3:30 PM

To: Chris Rice

Cc: Stuart Beckley; Richard Starodoj (work)

Subject: 55 East Street - expansion of parking lot

Hi Chris,

Today when I was out driving to another site I passed Gary Buelow's site on East Street and saw a large excavator type machine working the site, moving rocks into a line along the top of the hill near the road within the area marked in red on the attached plan. It appears that the slope has been cut into and a parking area is being created within that area; a roller vehicle was working down there and it appeared that there was a dark crushed material that had been spread out over that area.

§7.4.2 of the Zoning Bylaw requires a minor site plan review for the expansion of an existing parking lot not associated with increases in building size if the additional parking lot is between 2,000 and 4,000 square feet, and a major site plan review if it is larger than 4,000 square feet. Based on my rough estimation (from the attached plan), this additional parking area exceeds 4,000 square feet.

I am requesting that you investigate this per §7.6 of the Zoning Bylaw, and should you find that indeed a site plan review is required, to inform Mr. Buelow of the fact. The site plan review application is available online, as is the zoning bylaw; Mr. Buelow should refer to §7.4 and will need to hire the appropriate professionals to prepare the site plan and he will need to file the application.

The Planning Board has a public hearing on Wednesday May 4 on the request to operate a towing business on the property, and it is likely that the Board will include as a condition of approval of that special permit that the site comply with all local, state, and federal regulations, a standard condition on many special permits. This would, I believe, trigger the required site plan approval for the parking lot expansion, which means the operation of the towing business would not be in compliance with the special permit conditions.

The bottom line is we want this property owner to respect and follow the processes which all property owners in Ware are bound by; we strive to treat everyone fairly and equally.

Thank you,

Karen

Karen M. Cullen, AICP

Director of Planning & Community Development

Town of Ware

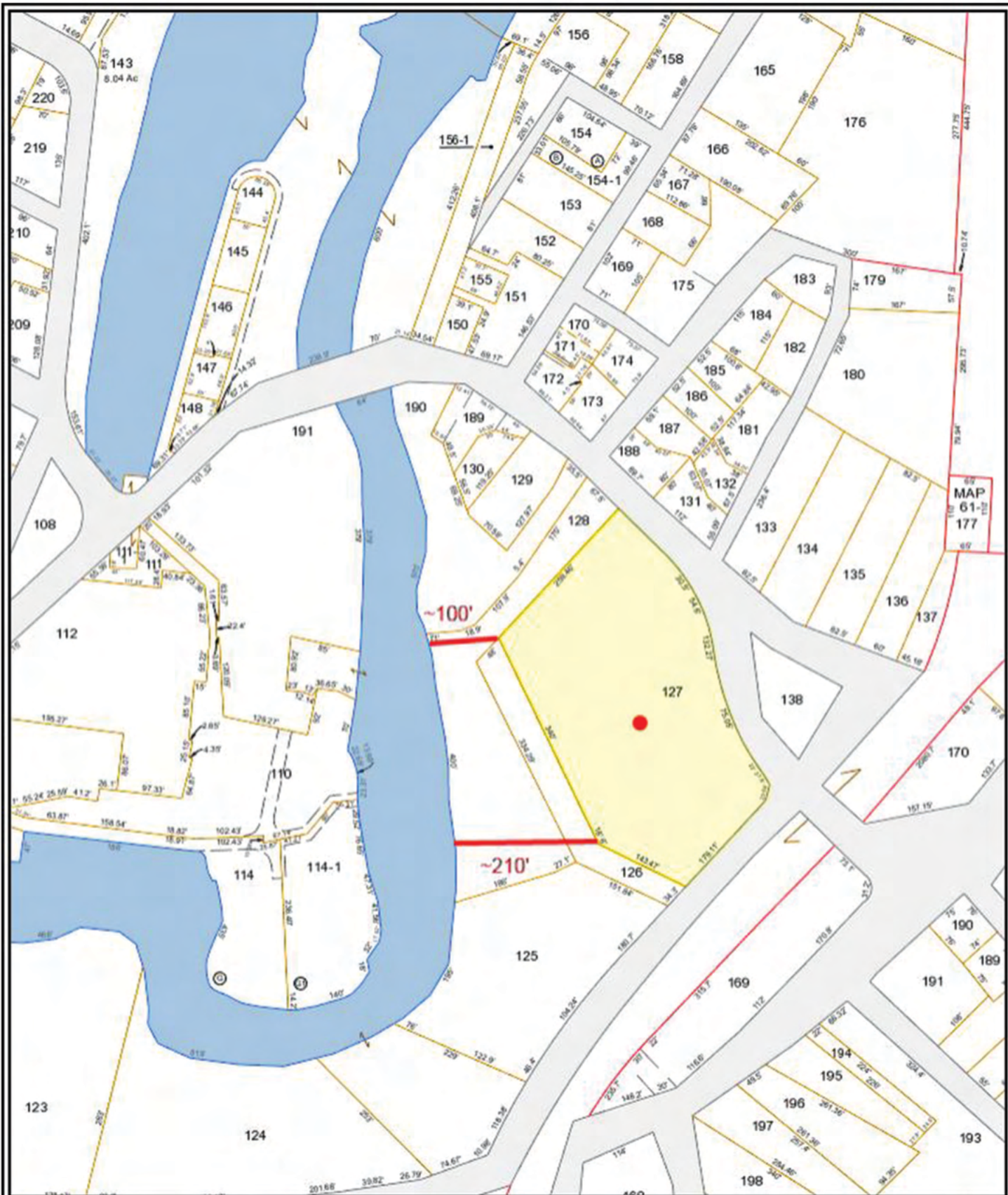
126 Main Street

Ware, MA 01082

413-967-9648 ext. 118

kcullen@townofware.com

www.townofware.com



December 14, 2015





Sub-Division Approval
Not Required
Ward Planning Board

Chairman

Date

July 8, 1981

Joseph L. Ferrantino

Anthony Murka

Robert L. Linton

PBk118/Pg44

Airphoto

5/6/15