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Greenfield, Massachusetts 01301
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Nathaniel A. Tripp*
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Gary D. Gruber* (retired)

*Admitted in New York

October 6, 2020

Town of Buckland
Attn: Board of Selectmen
Town Hall
17 State Street
Shelburne Falls, MA 01370

RE: Notice of Intent to Sell
4.541 +/- Acres, Assessors' Map 9, Lot 15-3

Dear Select Board Members:

This office represents Mary P. Peck and A. William Peck, Trustees for the Peck Realty Trust, of 9041 Meadow Hill Circle, Lone Tree, CO 80124, (203-733-6651) in the intended sale of 4.541 acres, more or less, of the Trust land located off Bray Road, Buckland, identified as Assessors' Map 9, Lot 15-3 (hereinafter the "Premises"), to Vivian and Vasilios Katsavrias (hereinafter "Buyer"). The Trustees entered into a Purchase and Sale Agreement dated September 23, 2020, to sell the above referenced property to the Buyer for \$51,250.00. See attached true copy, Exhibit "A".

The land is currently held as c. 61A classified land pursuant to an Agricultural or Horticultural Land Tax Lien recorded in the Franklin County Registry of Deeds in Book 5436 Page 141. See attached Exhibit "B". Consequently, the trustees hereby gives this Notice of Intent to Sell, to the Town of Buckland and requests from this Select Board a waiver of the Town of Buckland's option of to purchase or assign the land pursuant to the statute, so that the conveyance may proceed as soon as possible. Permitting the transfer will ultimately benefit the citizens of Buckland by removing a large parcel from the reduced tax parameters of Chapter 61A, thereby increasing revenues.

As the parties are ready to proceed to the conveyance, I have attached a draft Waiver of the Right of First Refusal for your consideration, and would request that you consider this Notice and

Town of Buckland, Select Board

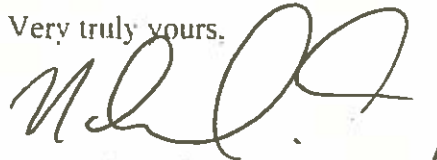
October 5, 2020

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Waiver at your next Board meeting.

Kindly review the attached documentation and let me know if you have any questions or concerns. Thank you in advance for your consideration.

Very truly yours,



Nathaniel A. Tripp

Enclosures (3)

cc. Buckland Board of Assessors
Buckland Planning Board
Buckland Conservation Commission
Massachusetts State Forester

Affected Premises: Assessors' Map 9, Lot 15-3
4.541 +/- Acres, Land Off Bray Road
Buckland, Massachusetts

**WAIVER AND RELEASE OF RIGHT OF FIRST REFUSAL AND ASSIGNMENT
PURSUANT TO M.G.L. c. 61A**

We, the SELECT BOARD of the Town of Buckland, holder of a Right of First Refusal and/or Assignment on a portion of the premises identified on the Buckland Assessors' Map 9, Lot 15-3 by virtue of an Agricultural or Horticultural Tax Lien in favor of the Town of Buckland dated November 7, 2013, and recorded with the Franklin County Registry of Deeds in Book 6513, Page 235, met with a quorum in attendance on October ____, 2020, and upon motion duly made and seconded, voted to waive the 120 day period during which such option may be exercised, and voted to release and not exercise all rights of first refusal nor any rights of assignment pursuant to said Lien, in and to the premises more particularly described in a deed recorded in the Franklin County Registry of Deeds Book 6192, Page 301.

Further, the Town of Buckland hereby gives notice that it shall not exercise its option to purchase the parcel of land at full and fair market value and that the Town of Buckland hereby waives and releases all other rights under Section 14 of said Chapter 61A, with reference to said parcel of land.

Executed as a sealed instrument on this ____ day of October, 2020.

TOWN OF BUCKLAND

By: _____
Dena G. Willmore

Barry Del Castilho

Zachary Turner

COMMONWEALTH OF MASSACHUSETTS

Franklin, SS.

On this ____ day October, 2020, before me, the undersigned notary public, personally appeared Dena G. Willmore, Barry Del Castilho, and Zachary Turner, members of the SELECT BOARD for the Town of Buckland, who proved their identity to me:

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

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

___ by satisfactory evidence of photographic identification of signatory, which was his/her current driver's license,

and swore to me to be the persons whose name are signed on the preceding or attached document, and acknowledged the foregoing instrument to be the free act and deed of the Select Board of the Town of Buckland.

Notary Public:

My commission expires:

EXHIBIT "A"

REAL ESTATE AGREEMENT
Dated 9/23/2020, 2020

1. **PARTIES.** The parties to this agreement are

Peck Realty Trust
Mary P. Peck and A. William Peck, Trustees
9041 Meadow Hill Circle
Lone Tree, Co

and

Vivian Katsavrias
18117 West Bend Drive
Strongsville, OH 44136

2. **AGREEMENT.** The Seller hereby agrees to sell and the Buyer hereby agrees to purchase, upon the terms and conditions hereinafter set forth, a certain parcel of land located on the easterly side of **Bray Rd, Buckland, Franklin County, Massachusetts**, shown as lot 5 on a plan of land recorded in Franklin County Registry of Deeds, Plan Book 124, Page 88, and shown on the survey copy attached hereto. For title, see deed to the Seller herein recorded in Franklin County Registry of Deeds, Book 6192, Page 301 (hereinafter referred to as "the Premises").

3. **PRICE.** For such deed and conveyance Buyer shall pay the sum of **Fifty-One Thousand Two hundred fifty Dollars (\$51,250.00)**, of which **Three Thousand Dollars (\$3,000.00)** shall be paid as a deposit upon Buyer's execution of this agreement, and the balance of the consideration is to be paid by a bank check or attorney's trust account check, drawn on a local bank, upon the recording of the deed.

All deposits made hereunder are to be held in a non-interest-bearing escrow account by the listing broker, Coldwell Banker Community Realtors.

4. **CONTINGENCIES.** The Buyer's obligation to purchase is contingent upon the following:

A. **Financing.** This Agreement is contingent on the Buyer's ability to obtain a written mortgage commitment **by October 7, 2020** from a recognized lending institution for a loan in an amount not to exceed **\$ 41,000** at prevailing interest rates. The Buyer has

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applied for said mortgage loan and agrees to make a diligent effort to **obtain said mortgage loan commitment on or before October 2, 2020**. Application to one mortgage lender shall constitute diligent effort.

In the event the Buyer is unable to obtain a commitment for said mortgage loan, the Buyer shall so advise the Seller, the Seller's REALTOR®/Broker or the Seller's attorney in writing, and this Agreement shall become null and void, and all payments made hereunder shall be refunded, and all obligations of the parties, one to the other shall cease.

Notice of failure to obtain a mortgage shall be delivered on or before October 2, 2020 at 5:00 p.m. or the Buyer shall be bound to perform their obligations under this agreement. Time is of the essence in regard to this notification date.

B. Chapter 61 Release. The parties acknowledge that all or a portion of the Premises is classified under Chapter 61, forest land. Upon receipt of a fully-executed copy of this agreement Seller shall forthwith undertake the process to remove the Premises from such tax classification and to pay any and all rollback taxes due. The parties agree that the closing date referred to hereinbelow shall be reasonably extended until the time such release has been obtained.

C. Passage of a Percolation Test (i.e. perc test). Buyer has a copy of the successful perc test performed November 6, 2006.

D. Building Lot; Boundary Lines. Buyer's obligations are contingent upon their satisfaction that the Premises are suitable for construction of a single-family dwelling under local zoning and building ordinances, and confirming the location of the boundary lines, on or before **September 25, 2020**.

From and after the date of this agreement, Buyer, Buyer's agents, employees and contractors shall have the right, at Buyer's sole risk and hazard and in all such manner as Buyer may reasonably determine, to enter upon the Premises to make, or cause to be made, engineering and development findings in respect to the aforesaid contingencies. In consideration of the foregoing, Buyer agrees to indemnify and hold Seller harmless from and against all claims arising from the exercise of such right. On or before the expiration of the above-referenced contingency dates ("Due Diligence Period"), Buyer may terminate this agreement by giving written notice ("Termination Notice") to the Seller if Buyer is not satisfied, in Buyer's sole and absolute discretion, for any reason or no reason, with the results of its investigations. In the event the Buyer timely gives a Termination Notice on or before the expiration of the Due Diligence Period, this agreement shall become null and void and be of no further force and effect, the parties hereto shall have no further rights, obligations or liabilities hereunder, and the deposit shall be refunded to Buyer.

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5. **FIXTURES, PERSONAL PROPERTY.** Included in this sale as a part of the Premises are all the trees, shrubs, plants and topsoil located thereon.

6. **CLOSING DATE.** Deed shall be delivered and the consideration paid on or before **October 30, 2020**, or as soon as practicable after Seller's receipt of the release of the Chapter 61 lien as referred to hereinabove in paragraph 4.2, at the Franklin County Registry of Deeds at 2:00 p.m., unless some other place and time shall be mutually agreed upon.

7. **DEED AND TITLE.** Title shall be conveyed by a good and sufficient quitclaim deed of the Seller, conveying a good and clear, record and marketable title to the same, free from all encumbrances, except:

- a. Provisions of local zoning laws, if any;
- b. Such taxes for the current year as are not due and payable on the date of the delivery of such deed, and any liens for municipal betterments assessed after the date of this agreement;
- c. Usual public utilities servicing the Premises, if any; and
- d. Restrictions and easements of record, provided that such restrictions and easements do not materially interfere with the use, occupancy, or enjoyment of the Premises for residential purposes.

8. **HAZARDOUS SUBSTANCES.** Seller represents that during Seller's ownership of the Premises, neither Seller, nor Seller's agents, disposed of hazardous wastes or took any action causing a lien to arise under the Massachusetts Superfund Act, which representation shall survive the delivery of the deed. However, Seller is unaware and hereby disclaims responsibility for the actions of any prior owners in the chain of title or any other party responsible for such disposal prior to Seller's ownership.

9. **INSPECTION AND RESCISSION.** The parties acknowledge that Buyer has the right to have the Premises, or any aspect thereof, inspected for, *inter alia*, the presence of hazardous substances, water quality, water drainage, by consultants of Buyer's own choosing by **September 25, 2020**. Should the results of said inspection(s) be unsatisfactory, the Buyer may terminate this agreement by giving written notice to the Seller by said date. In consideration of Buyer's right to so inspect and terminate, the Seller is released from all liability from any claims relating to the Premises actually disclosed or about which Seller has no actual knowledge or the Buyer and/or Buyer's consultants could reasonably have discovered.

10. **UNDERGROUND OIL TANKS.** Seller represents that to the best of Seller's knowledge there are no underground oil tanks on the Premises.

11. **INSURANCE AND CASUALTY LOSS.** The premises shall, until the full performance of this agreement, be kept insured by the Seller in the amount of present insurance.

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12. **BROKER.** The Seller shall pay a commission to the listing broker, Coldwell Banker Community Realtors, in an amount previously agreed upon, provided that the transaction as contemplated hereunder has been consummated.

13. **DEFAULT.** If the Seller shall be unable to give title or to make conveyance as above stipulated, any payments made under this agreement shall be refunded, and all other obligations of either party hereunto shall cease. This shall be Buyer's sole remedy at law and equity. The acceptance of a deed and possession by the Buyer shall be deemed to be a full performance and discharge hereof, except for those provisions that by their nature survive delivery of the deed.

14. **LIQUIDATED DAMAGES.** If the Buyer shall for any reason fail to fulfill the Buyer's obligations hereunder, all deposits made hereunder by the Buyer shall be retained by the Seller as liquidated damages and this shall be the Seller's sole and exclusive remedy at law for Buyer's default under this agreement. The retention by Seller of the deposit as liquidated damages is an acknowledgment by the Buyer that the Seller has no adequate remedy at law for the Buyer's default hereunder because it is impossible to compute exactly the damages which would accrue to the Seller in such event. The Seller and the Buyer agree that the deposit is the best pre-estimate of such damages which would accrue to the Seller and it represents damages and does not constitute a penalty against the Buyer.

15. **CLEARING OF TITLE.** If Seller shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then Seller shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the time for performance hereof shall be extended for a period not to exceed thirty (30) days. If at the expiration of the said extended time period the Seller shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all payments made under this agreement shall be forthwith refunded and all other obligations of all parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

16. **ADJUSTMENTS AT CLOSING.** Real estate taxes and municipal charges shall be apportioned as of the date of the closing. If the actual taxes are not known as the time of closing, the apportionment will be based upon the prior fiscal year's taxes, and any further adjustment, up or down, shall be made once the actual tax bill is received. This clause shall survive delivery of the deed.

17. **REPRESENTATIONS.** Buyer acknowledges that Buyer has not been influenced to enter into this transaction, nor has Buyer relied upon any warranties or representations not

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set forth or incorporated in this agreement or otherwise made in writing. The Premises is being conveyed in as is and as shown condition.

18. POST-CLOSING COMPLIANCE AND ADJUSTMENTS. 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 any such error or omission) and notice hereof is given within two months of the date of delivery of the deed to the party to be charged, then such party agrees promptly to make a payment to correct the error or omission. This provision shall survive delivery of the deed.

19. EXECUTION OF DOCUMENTS. The parties hereto agree to execute and deliver to the requesting party whatever additional documents or amendments to existing documents are reasonably required to effectuate the sale and purchase under this agreement, or required by Buyer's lender, provided such additional documents or amendments are prepared by the requesting party, and do not in any way adversely affect, or otherwise enlarge the liability of, any of the parties relative to said sale and purchase.

20. NOTICES. All notices required or permitted to be given hereunder, or other communication given by either party to the other relating to this agreement, shall be in writing and deemed duly given when (1) mailed, either by first-class mail, registered or certified, return receipt requested, postage prepaid, (2) hand delivered, (3) sent by facsimile, or (4) sent by overnight delivery service, addressed:

if to SELLER:

Nathaniel Tripp.
20 Federal Street
Greenfield, Mass. 01301
Phone: 413-774-7258
Fax: 413-772-2558
Email: ntripp@garygruberlaw.com

if to BUYER:

John W. Richardson, Esq.
32 Bridge Street
Shelburne Falls, Mass. 01370
Phone: 413-625-6637
Fax:
Email: jwr@crocker.com

The attorney for any party may give notice on behalf of such party, and agreements for extensions of time may be entered into between such attorneys, which agreements shall be binding upon the parties, provided that such agreements are in writing and faxed, mailed or delivered in the manner hereinabove provided.

21. REASONABLE ACCESS. From and after the date of this agreement, the Seller agrees to permit the Buyer and the Buyer's designees reasonable access to the Premises at reasonable times, after having received reasonable notice, and in the presence of the Seller

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or the Seller's agent(s) for the purpose of making measurements, inspections, appraisals and the like.

22. **NO NOTICE OF VIOLATIONS.** No written notice or written communication, not already complied with, has been received by Seller from (A) any public authority that (i) the Premises are not zoned for their present use, or (ii) there exists with respect to the Premises any condition which violates any municipal, state or federal law, rule or regulation, or (B) any insurance carrier of the Premises regarding any dangerous, illegal or other condition requiring any corrective action.

23. **NO TAKINGS.** Seller has no knowledge of nor has Seller received any written notice of taking, condemnation or special assessment, actual or proposed, with respect to the Premises.

24. **CHANGE IN FACTS.** Except as otherwise herein provided, the representations and warranties contained in this agreement refer to the date of execution of this agreement. Seller will promptly notify Buyer of any change in facts which arise prior to the closing which would make any such representation or warranty untrue if such state of facts had existed on the date of execution of this agreement.

25. **TITLE INSURANCE.** Seller agrees at the closing to execute a statement, prepared by the Buyer's attorney, under oath to any title insurance company issuing a policy to Buyer's mortgagee and/or to the Buyer individually to the effect that: (1) there are no tenants, lessees or parties in possession of the Premises, (2) Seller has no knowledge of any work having been done to the Premises which would entitle anyone now or hereafter to claim a mechanics' or materialmen's lien on the Premises; and (3) that Seller is not a foreign person, subject to the withholding provisions of the Internal Revenue Code of 1986, as amended (FIRPTA). Seller hereby makes such representations to the Buyer as of the closing and this paragraph shall survive the closing.

26. **TITLE REQUIREMENTS.** Notwithstanding any provisions of this agreement to the contrary, it is understood and agreed by the parties that the property shall not be in conformity with the title provisions of this agreement unless:

- a. No building, structure or improvement of any kind belonging to any other person or entity shall encroach upon or under said property;
- b. The property shall abut a public way, duly laid out or are accepted as such by the city or town in which said property is located;
- c. Title to the property is insurable for the benefit of the Buyer by an accredited title insurance company in the American Land Title Association form currently in use, at normal premium rates, subject only to those printed exceptions to title normally included in the "Jacket" to such form and to the exceptions set forth in the deed to Seller hereinbefore referred to.

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27. **GOVERNING LAW AND CONSTRUCTION OF AGREEMENT.** This instrument is to be construed in compliance with the laws of the Commonwealth of Massachusetts, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both Seller and Buyer. If two or more persons are named herein as Buyer or Seller, their obligations hereunder shall be joint and several.

28. **CAPTIONS.** The parties acknowledge that the captions preceding each paragraph in this agreement are for convenience only, and said captions shall not modify, alter or amend the terms and conditions set out in the provisions of each paragraph.

29. **PRACTICE STANDARDS.** Any matter or practice arising under or relating to this Agreement which is the subject of a practice standard of the Real Estate Bar Association (REBA) shall be governed by such standard to the extent possible.

30. **BINDING AGREEMENT.** THIS IS A LEGAL DOCUMENT THAT CREATES BINDING OBLIGATIONS. IF YOU DO NOT UNDERSTAND IT, CONSULT AN ATTORNEY BEFORE SIGNING.

31. **ELECTRONIC SIGNATURES/COUNTERPARTS.** This agreement may be executed by facsimile and/or by an electronically transmitted signature and/or in any number of counterparts, each of which shall be deemed and agreed to be an original but all of which, taken together or with appended counterpart signature pages, shall constitute one and the same instrument. It shall be sufficient that the signature of each party appear on one or more such counterparts or counterpart signature pages.

In witness whereof, the said parties hereto, and to another instrument of like tenor, set their hands and seals the day and year respectively below written.

SELLER

BUYER

DocuSigned by:
A William Peck, Trustee of Peck Realty Trust 9/23/2020
136314E47FEE446... DocuSigned by: Vivian Katsavrias 9/23/2020
 Peck Realty Trust, A. William Peck, Trustee, Date Vivian Katsavrias Date

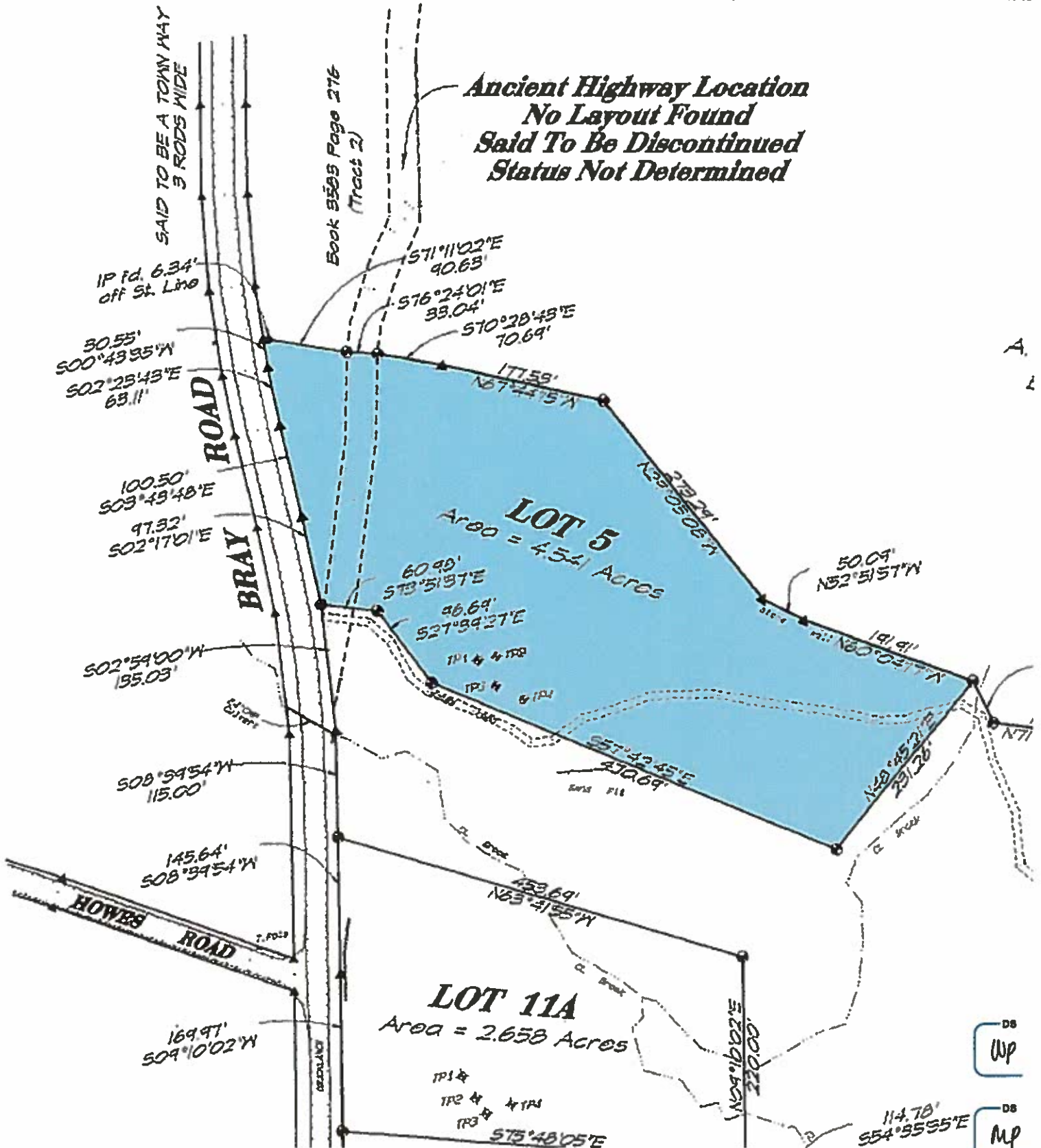
DocuSigned by:
Mary Peck, Trustee of Peck Realty Trust 9/24/2020
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**Ancient Highway Location
No Layout Found
Said To Be Discontinued
Status Not Determined**



DB
UP

DB
MP

DB
V.K.

THIS INSTRUMENT MUST BE FILED FOR RECORD OR REGISTRATION

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

THE COMMONWEALTH OF MASSACHUSETTS

BUCKLAND
NAME OF CITY OR TOWN

OFFICE OF THE BOARD OF ASSESSORS



Bk: 6513 Pg: 235 Franklin County
Page: 1 of 1 04/11/2014 10:32 AM

CLASSIFIED FOREST-AGRICULTURAL OR HORTICULTURAL-
RECREATIONAL LAND TAX LIEN

The Board of Assessors of the city/town of Buckland hereby
states it has accepted and approved the application of A. William Peck, Trustee and Mary P. Peck, Trustee
Peck Realty Trust

30 Taunton Hill Road, Newtown, CT 06470 (mailing address)

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, 20 14 for the
fiscal year beginning July 1, 20 14

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.)

✓ Assessors' Map 9, Lot 15-3 Book 6192, Page 301 4.541 acres on Bray Road

This statement made on the 7th day of November, 20 13

constitutes a lien upon the property as provided in General Laws Chapter 61 §2 61A §9 61B §6



Marion E. Scott
Sammy W. Purington

BUCKLAND BOARD OF ASSESSORS

COMMONWEALTH OF MASSACHUSETTS

Franklin ss:

On this 7th day of November, 2013, before me, the undersigned notary public, personally appeared Marion E. Scott and
Sammy W. Purington, as Board of Assessors for the Town of Buckland, proved to me through satisfactory evidence of
identification, which was personal knowledge, to be the persons whose names are signed on the preceding document in my
presence, and acknowledged to me that they signed it voluntarily for its stated purpose.

Pamela M. Guyette
Pamela M. Guyette, Notary Public

My commission expires: January 14, 2016

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE

ATTEST: FRANKLIN, Scott A. Cote Register