

Johnson, Sclafani & Moriarty

Attorneys at Law

776 Westfield Street

West Springfield, MA 01089

Telephone (413) 732-8356 | FAX (413) 439-0480

November 9, 2021

Mayor's Office; City Council Office; City Assessor's Office
Planning Board; Conservation Commission and City Clerk's Office
City of Holyoke
536 Dwight Street
Holyoke, MA 01040

**RE: Notice of Intent to Sell, Lot 2 on Mountain Road, Holyoke, MA
Pursuant to Massachusetts General Laws Chapter 61A, Section 14
Portion of 50 Mountain Road; Assessor's Parcel ID: 206-00-065**

To City of Holyoke:

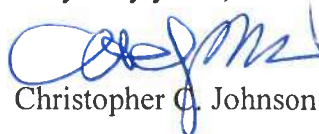
Please be advised that I represent **Adam J. Mulcahy and Christina L. Gusek**, of 42 Shawmut Avenue, Holyoke, Massachusetts (telephone number 413-262-7083) who are the owners of a 34.287 acre parcel of land on Mountain Road in Holyoke (see deed recorded in **Hampden County Registry of Deeds in Book 22799, Page 305** - a copy of which is attached hereto). The property is currently assessed and taxed under the provisions of Massachusetts General Laws, Chapter 61A (see Chapter 61A notice recorded in Hampden County Registry of Deeds in Book 5542, Page 514 - a copy of which is attached hereto).

Please consider this letter as my clients' notice and/or statement of intent to sell for other use that portion of their property on Mountain Road shown and designated as Lot 1 on the enclosed plan. Lot 1 is a two acre parcel. Enclosed herewith is a copy of the executed Purchase and Sale Agreement which specifies the purchase price and all terms and conditions of the proposed sale pursuant to the bona fide offer to purchase that my clients have received. The proposed future use of Lot 1 would be residential.

This notice of intent to sell for other use is provided in accordance with the provisions of Massachusetts General Laws, Chapter 61A, §14. Please advise the undersigned if the City desires to exercise its first refusal option under said §14 to meet my clients' bona fide offer.

Thank you and please do not hesitate to contact me with any questions. Thank you.

Very truly yours,



Christopher C. Johnson

cc: State Forester, Commonwealth of Massachusetts Department of Conservation and Recreation; 251 Causeway Street, 9th Floor, Boston, MA 02114 (via certified mail, return receipt requested)

KNOW ALL PERSONS BY THESE PRESENTS

That, We, **John B. Mulcahy** and **Martha Roe Mulcahy**, being married, of 100 Mountain Road, Holyoke, Hampden County, Massachusetts for consideration paid of One (\$1.00) Dollar, grant to **Adam J. Mulcahy** and **Christina L. Gusek**, of 42 Shawmut Avenue, Holyoke, Hampden County, Massachusetts, as Joint Tenants, with **Warranty Covenants**, the following land situated in Holyoke, Hampden County, Massachusetts which is bounded and described as follows:

Holyoke
Parcel A, Mountain Road, Hampden County, Massachusetts

The land in Holyoke, Hampden County, Massachusetts, bounded and described as follows: Being Parcel A as shown on a plan of land entitled "Approval Not Required Plan of Land in Holyoke, Massachusetts Owned by John B. & Martha Roe Mulcahy" by Holmberg & Howe Land Surveyors dated April 25, 2019, which plan is recorded in Hampden County Registry of Deeds in Book of Plans 386, Page 105, to which plan reference is made for a more particular description.

Said Parcel A contains 34.287 acres, more or less.

SUBJECT to an easement to Tennessee Gas Pipeline Company dated October 28, 1991 which is recorded in the Hampden County Registry of Deeds in Book 7851, Page 32.

BEING a portion of the premises conveyed to the Grantors herein by deed dated December 14, 1998 which is recorded in the Hampden County Registry of Deeds in Book 10569, Page 334.

As per M.G.L. Chapter 188, §13, the Grantors, under oath and subject to the pains and penalties of perjury, do hereby depose, state and certify that: (a) they release all rights of Homestead in the subject realty, (b) that no spouse, non-owner spouse, former spouse, or any other person resides in the subject property, and (c) at the time of delivery of this deed, no spouse, former spouse, or any other person is entitled to claim the benefit of an existing estate of homestead in the subject property.

No title examination was performed prior to the preparation of this deed.

WITNESS our hands and seals this 1st day of August, 2019.

[Signature]
Witness to both

John B. Mulcahy by Martha
John B. Mulcahy by Martha Roe Mulcahy, *Roe Mulcahy*
his attorney in fact

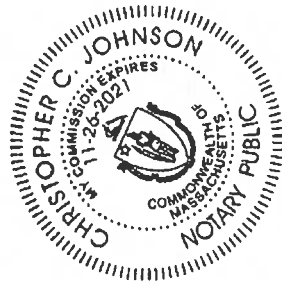
Martha Roe Mulcahy
Martha Roe Mulcahy

Commonwealth of Massachusetts

Hampden, ss.

August 1, 2019

On this 1st day of August, 2019, before me, the undersigned notary public, personally appeared Martha Roe Mulcahy, attorney in fact for John B. Mulcahy and Martha Roe Mulcahy, individually, proved to me through satisfactory evidence of identification, which was drivers license, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose, both individually and as attorney in fact for John B. Mulcahy, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of their knowledge and belief.



[Signature]
Christopher C. Johnson, Notary Public
My Commission Expires: 11/26/2021

THIS INSTRUMENT MUST BE DULY FILED FOR RECORD OR REGISTRATION

State Tax Form RL-2

HOLYOKE
Name of City or Town

OFFICE OF THE BOARD OF ASSESSORS
Agricultural or
RECREATIONAL LAND TAX LIEN
Horticultural

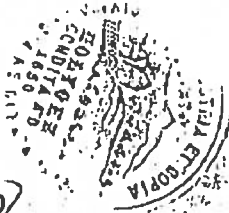
The Board of Assessors of the city/town of HOLYOKE hereby state that it has accepted and approved the application of JOHN R. MULCAHY

owner or owners of the hereinafter described land for valuation, assessment and taxation of such land under the provisions of General Laws, Chapter 61A for the fiscal year ending June 30, 1983,

DESCRIPTION OF LAND

LAND AND BUILDINGS LOCATED ON Assessors' Map 206-0-35; Book 2312 Page 287

Statement made this 9TH day of NOVEMBER, 1983



James J. Shea
David B. Douglas
BOARD OF ASSESSORS

COMMONWEALTH OF MASSACHUSETTS

James J. Shea ss. *Nov. 14*, 19 *83*
Then personally appeared *Jacqueline G. Quinn + David B. Douglas* a member of the Board of Assessors of the city/town of *Holyoke* and acknowledged the foregoing instrument to be the free act and deed of the Board of Assessors of *Holyoke* before me.

James J. Shea
Notary Public, Justice of the Peace
Exp. 6-21-85

RECEIVED

DEC 18 1983

AT 9:20 AM AND
REG'D FROM THE ORIGINAL
o'clock and _____ minutes _____ M.

Received and entered with _____ Registry of Deeds
Registry District
Book _____, Page _____, Document No. _____ Certificate of Title No. _____

Attest: _____
Register

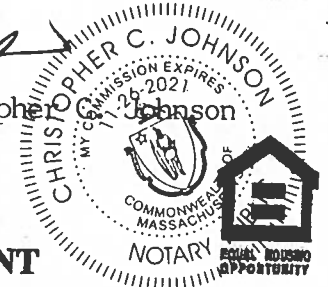
Incorrect
Reference
Given P291

CERTIFIED COPY

Christopher C. Johnson

Attest: Christopher C. Johnson

Notary Public



LAND PURCHASE AND SALE AGREEMENT

1. PARTIES. This Agreement is made this 7th day of **OCTOBER, 2021** between **Adam J Mulcahy and Christina L Gusek of 42 Shawmut Ave Holyoke, MA 01040,** hereinafter called the **SELLER**, and **Jeffrey A Barnett and Janice M Engel of 1711 Watson Rd Marco Island, FL 34145** , hereinafter called the **BUYER**.

2. DESCRIPTION. Subject to the terms and conditions hereinafter set forth, the **SELLER** agrees to sell and the **BUYER** agrees to buy the following bounded and described premises:
Land located at LOT 2 Mountain Rd Holyoke, MA 01040 (SEE ATTACHED PLOT PLANS)
as more particularly described in a Deed dated **8/12/18** and recorded in the Hampden County Registry of Deeds in Book **22798** Page **305** or Land Court Certificate #

3. PLANTINGS, TOPSOIL, ETC. Included in the sale as part of said premises are all trees, shrubs, plants and topsoil located thereon. The **SELLER** agrees not to remove, cut or otherwise alter same during the term of this Agreement.

4. SELLER'S REPRESENTATIONS. **SELLER** represents and warrants, which representations and warranties shall survive the delivery of the deed hereunder, that, to the best of the **SELLER'S** knowledge, information and belief: there are no stumps, brush matter or other natural material stored on or disposed of at the premises; there have been no releases or disposals of any hazardous wastes or oil (as those terms are defined in M.G.L. Chapter 21E), nor are there any products that contain man-made chemical substances of any kind, currently in use or previously abandoned at the premises; and there have been no other non-natural materials of any kind placed in or upon the premises by any person at any time, unless the same have been fully disclosed herein. **SELLER** has no duty and has not undertaken any examination of any public records not already in his or her possession, or other documents, and has not made any inquiries of any person(s) with regard to **SELLER'S** representations herein.

5. TITLE. Said premises are to be conveyed on or before ~~OCTOBER 20, 2021~~ by a good and sufficient Deed of the **SELLER** which shall be a Deed of equal character and covenants as held by the **SELLER**, conveying a good, clear record and marketable title to the same free from all encumbrances, except:
*10 days after the City of Holyoke does not exercise its option to purchase and all
a. Usual public utilities servicing the premises, if any; necessary releases have been issued.
b. Taxes for the current year not due and payable on the date of delivery of the Deed;
c. Any liens for municipal assessments and/or orders for which assessments may be made after the date of this Agreement;
d. Restrictions and easements of record, if any, which do not materially affect the value or intended use (single family and/or-) of the premises;
e. Provisions of existing building and zoning laws.

6. ADDITIONAL DOCUMENTATION AT CLOSING. The **SELLER** agrees to execute and deliver simultaneously with the delivery of the Deed such certifications as may reasonably be required by the **BUYER'S** attorney or the **BUYER'S** mortgage lender including, without limitation, documents relating to the absence of tenants in the premises, the absence of mechanic's or materialmen's liens, the payment of municipal liens, the absence of UFFI at the premises and the **SELLER'S** compliance with requirements imposed upon residential sellers with respect to UFFI by statute and applicable regulations, the underlying financial terms of the purchase and sale, the citizenship and residency of the **SELLER**, and the **SELLER'S** taxpayer identification number and forwarding address.

7. CONSIDERATION. For such Deed and conveyance the **BUYER** is to pay the sum ofPRICE **\$175,000.**
of whichDEPOSIT \$ **8,250.**
have been paid this day as a deposit andBALANCE DUE **\$166,750.**
are to be paid in cash, or by certified or bank check, or attorney IOLTA account, upon delivery of the Deed.

8. PERFORMANCE. The Deed is to be delivered and the consideration paid at the Registry of Deeds in which the Deed should be by law recorded on ~~OCTOBER 20, 2021~~ at 2:00 PM, unless some other place and time should be mutually agreed upon. To enable the **SELLER** to make conveyance as herein provided, the **SELLER** may, at the time of delivery of the Deed, use the purchase money or any portion thereof to clear the title of any and all encumbrances or interests; and all instruments so procured to clear the title shall be recorded simultaneously with the delivery of the Deed.

* See #5
9. CASUALTY LOSS. In case of any damage to the premises by fire or other casualty after the signing and delivery of this Agreement by all parties hereto, and unless the premises shall have been restored to its former condition by the **SELLER** prior to the performance date, the **BUYER** may, at the **BUYER'S** option, either cancel this Agreement and recover all sums paid hereunder or require as part of this Agreement that the **SELLER** pay over or assign, on delivery of the Deed, all sums recovered or recoverable on any and all insurance covering such damage, plus an amount equal to any "deductible" under such insurance.

DS DS
ATM
Seller's Initials

ME
Buyer's Initials

10. POSSESSION. Full possession of the premises, free of all tenants and occupants, ~~except the tenants as provided hereinbelow~~, is to be delivered to the BUYER at the time of the delivery of the Deed, the said premises to be then in the same condition in which they now are. The SELLER also agrees that the premises will be delivered to the BUYER in "broom clean" condition. The BUYER shall have the right to inspect the premises for compliance with this paragraph prior to delivery of the Deed upon reasonable notice to the Broker.

11. ADJUSTMENTS. ~~Rents, security and rent deposits and any interest due thereon, water rates, sewer use and taxes~~ shall be apportioned as of the day of delivery of the Deed. If the amount of said taxes is not known at the time of the delivery of the Deed, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive the delivery of the Deed.

12. DEPOSITS. All deposits made hereunder shall be held by **HB Real Estate 99 Church St Chicopee, MA 01075** and shall be duly accounted for at the time for performance of this Agreement.

13. DEFAULT. Should the BUYER default in BUYER'S obligations under this Agreement, then the BUYER'S deposit(s) shall be retained by the SELLER as liquidated damages and such retention of deposit(s) shall be SELLER'S sole remedy, either at law or in equity, for the BUYER'S default under this Agreement.

14. MORTGAGE CONTINGENCY. This agreement is contingent on the BUYER'S ability to obtain a **N/A** mortgage in the amount of \$140,000.00. If, despite the BUYER'S diligent efforts, a commitment for such loan cannot be obtained on or before **N/A** the BUYER shall so advise the Broker in writing and this Agreement shall become null and void, and all payments made hereunder shall be refunded and all obligations to each other shall cease. If such written notice is not received on or before the expiration date hereinabove specified, the BUYER shall be bound to perform the BUYER'S obligation under this Agreement. Further, the BUYER agrees to provide such reasonable documentation of the BUYER'S failure to obtain such loan commitment as the SELLER may request. In no event shall the BUYER be deemed to have used "diligent efforts" to obtain such loan commitment unless the BUYER submits a complete mortgage loan application conforming to the foregoing provisions forthwith.

15. RIGHT TO INSPECT; ACKNOWLEDGEMENT. This Agreement is subject to the right of the BUYER to obtain, at BUYER'S own expense, an inspection of the premises and written report. The BUYER'S right of inspection shall expire on **10 days from the execution of the P+S** (recommended 10 days). The BUYER and the BUYER'S consultant(s) shall have the right of access to the premises at reasonable times upon twenty-four (24) hours advance notice to the Listing Broker, for the purpose of inspecting, as aforesaid, the condition of said premises. If the BUYER is not satisfied with the results of such inspection(s), this Agreement may be terminated by the BUYER, at the BUYER'S election, without legal or equitable recourse to either party, the parties thereby releasing each other from all liability under this Agreement, and the deposit shall be returned to the BUYER, provided however, that the BUYER shall have notified the Broker, in writing, on or before the inspection expiration date hereinabove specified, of the BUYER'S intention to so terminate. If such notice is not received on or before the inspection expiration date herein above specified, the BUYER shall be bound to perform BUYER'S obligations under this Agreement.

BUYER ACKNOWLEDGES THAT: (a) INFORMATION WAS SUPPLIED BY THE SELLER AND HAS NOT BEEN CHECKED FOR ACCURACY BY THE SELLER'S BROKER; (b) PUBLIC INFORMATION WAS SUBJECT TO BUYER'S VERIFICATION; (c) EACH ITEM WAS SUBJECT TO DIRECT INQUIRY BY THE BUYER, AND THE BUYER HAS BEEN SO ADVISED; (d) THE SELLER'S BROKER MAKES NO REPRESENTATIONS REGARDING THE CONDITION OF THE PREMISES, STRUCTURE(S) THEREON OR THE MECHANICAL COMPONENTS THEREOF; AND (e) THE BUYER HAS NOT BEEN INFLUENCED TO ENTER INTO THIS AGREEMENT NOR HAS THE BUYER RELIED UPON ANY WARRANTIES OR REPRESENTATIONS NOT SET FORTH OR INCORPORATED IN THIS AGREEMENT OR PREVIOUSLY MADE IN WRITING, EXCEPT FOR THE FOLLOWING ADDITIONAL WARRANTIES OR REPRESENTATIONS, IF ANY, MADE BY EITHER THE SELLER OR THE BROKER[S].

(If none, state "none," if any listed, indicate by whom the warranty or representation was made) NONE

16. CONDITIONS PRECEDENT TO BUYER'S PERFORMANCE. In addition to the inspection right as set forth in paragraph 15 above, and notwithstanding any provision of this Agreement to the contrary, the BUYER'S obligation to purchase the premises is subject, at the BUYER'S option, to the following conditions precedent which are marked with an "X":

- a. A percolation test of the premises at the sole cost and expense of the ~~X~~ SELLER ~~BUYER~~ BUYER satisfactory to the Board of Health. If the results of the percolation test are not satisfactory to the Board of Health, the ~~X~~ SELLER ~~BUYER~~ shall notify the other party in writing by **10 days from execution of the P+S** and this Agreement shall become null and void, and all payments made herein shall be refunded and all obligation to each other shall cease.
- b. A building permit for the construction of a single family and/or ~~structure~~ structure of the sole cost and expense of the ~~SELLER~~ BUYER. In the event that the ~~SELLER~~ BUYER is unable to obtain a building permit, the ~~SELLER~~ BUYER shall notify the other party in writing on or before **10 days from the execution of the P+S** and this Agreement shall become null and void, and all payments made hereunder shall be refunded and all obligations to each other shall cease.
- c. A septic plan for the premises prepared at the sold expense of ~~SELLER~~ BUYER. In the event that the ~~SELLER~~ BUYER is unable to obtain a building permit, the ~~SELLER~~ BUYER shall notify the other party in writing on or before **10 days from the execution**

DS
A T [Signature]
Seller's Initials

[Signature]
Buyer's Initials

of the P+S and this Agreement shall become null and void, and all payments made hereunder shall be refunded and all obligations to each other shall cease.

17. BUYER'S RELEASE OF SELLER AND BROKER(S). The BUYER hereby releases the SELLER and the Broker from any and all liability of any nature relating to the condition of, or any defects in, the premises or any materials, substances or structures or improvements thereon, specifically including, without limitation, all matters set forth in paragraph 15 above, of which the SELLER or Broker, as the case may be, had no actual knowledge prior to the execution of this Agreement.

18. MARKETING OF PROPERTY. SELLER agrees that upon signing of this Agreement by SELLER and BUYER, and during the pendency of this Agreement, the Broker shall have no obligation to further market the property.

19. CONSTRUCTION OF AGREEMENT. This Agreement has been executed in one or more counterparts and each executed copy shall be deemed to be an original, is to be construed under the laws of Massachusetts, is to take effect as a sealed instrument, sets forth the entire agreement between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns and may be canceled, modified or amended only by a written instrument executed by the parties hereto or their legal representatives. If two or more persons are named herein as SELLER or BUYER, their obligations hereunder shall be joint and several.

20. NOTICE. Any notice required to be given in this Agreement shall be in writing and shall be deemed to be duly given when delivered to the party entitled to such notice at their address set forth herein.

~~**21. AGREEMENT TO MEDIATE DISPUTES OR CLAIMS.** Any dispute or claim arising out of or relating to this Agreement, the breach of this Agreement or the brokerage services provided in relation to this Agreement shall be submitted to mediation in accordance with the Rules and Procedures of the Home Sellers/Homebuyers Dispute Resolution System ("DRS"). Disputes and claims shall specifically include, without limitations, representations made by the SELLER, the BUYER, or the Broker, in connection with this sale, purchase, finance, conditions or other aspects of the premises in which this Agreement pertains, including, without limitations, allegations of concealment, misrepresentation, negligence and/or fraud. Any agreement resolving the dispute or claim signed by the parties pursuant to the mediation conference shall be binding.~~

~~The filing of a court action by any party hereto for the purpose of preserving the benefits of this Agreement during the mediation process shall not constitute a waiver or breach of such party's duty to mediate under this paragraph. In the event that any party hereto fails to comply with the terms of this paragraph 21, the non-defaulting party shall be entitled to recover his/her costs and expenses, including reasonable attorney's fees, in effectuating the defaulting party's compliance with the terms of this paragraph 21.~~

~~By signing this Agreement, the parties hereto acknowledge that they have received, read and understand the DRS brochure and agree to submit disputes or claims as described above to mediation in accordance with the DRS Rules and Procedures. The provisions of this paragraph shall survive the closing of this transaction set forth in this Agreement.~~

22. ADDITIONAL PROVISIONS. Set forth below are additional provisions, if any, which are incorporated herein and made a part hereof: (If none, state "none")

SELLER TO PROVIDE PERK TEST, SUBJECT TO BUYER'S SATISFACTORY REVIEW OF PERK TEST BY 10 DAYS FROM THE EXECUTION OF THE P+S.

SELLER TO REMOVE LOT FROM CHAPTER 61A.

CITY OF HOLYOKE HAS RIGHT OF FIRST REFUSAL.

The premises are currently under M.G.L.c. 61A protection and the City of Holyoke has first refusal option to purchase the premises pursuant to M.G.L. c. 61A, Section 14. Under M.G.L. c. 61A, Section 14, the City of Holyoke has 120 days to determine whether it will exercise its first refusal option. The SELLERS' ability to perform under this Agreement is contingent upon the City of Holyoke declining to exercise its refusal option. Seller to pay all roll back taxes for Lot #2 once the city has declined the option to purchase and the Assessor's office has calculated the real estate taxes that are owed to the City of Holyoke.

Seller to record ANR plan prior to closing Lot #2.

Subject to Buyer obtaining a building permit from the City of Holyoke and being satisfied that the lot is a legal building lot.

DS
AT
Seller's Initials

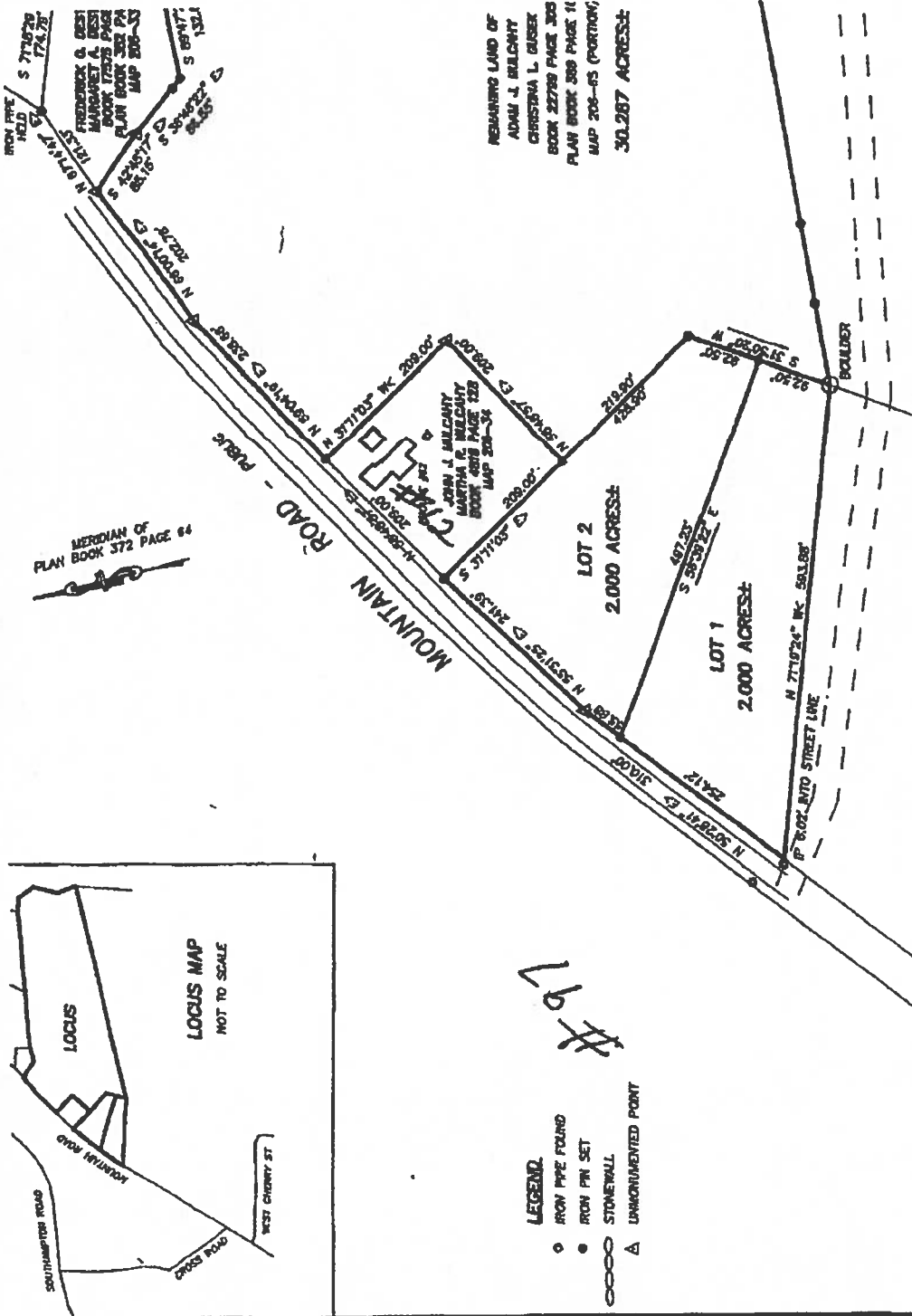
Buyer's Initials

23. ADDENDUM(S) TO AGREEMENT. Attached hereto is/are addendum(s) which is/are incorporated herein and made a part hereof: (If none, state "none")

DocuSigned by: <i>Anna J. Moore</i> SELLER DocuSigned by: 18ED4B5...	10/15/2021 Date	<i>Jeffrey A. Brant</i> BUYER	10-14-21 Date
<i>Christina L. Gusek</i> SELLER DocuSigned by: 2A684BE...	10/15/2021 Date	<i>James M. Engel</i> BUYER	10-14-21 Date

DS DS
AT/MS
Seller's Initials

JE
Buyer's Initials



*2 signs
 please on
 Lot 1 &
 Lot 2
 they are both
 marked with
 a white
 stick
 + red
 tip*