



# **Stockbridge MA**

# **Tax Possession Auction**

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Documents to be signed by winning bidder:

- Memorandum of Sale (P&S Agreement)
- Required Affidavits

**6 Castle Hill Road – Stockbridge, MA**  
**MEMORANDUM OF SALE OF REAL PROPERTY**

**This 31st day of March, 2020.**

1. **PARTIES.** The Town of Stockbridge (the “Seller”), agrees to sell and \_\_\_\_\_, of \_\_\_\_\_ (the “Buyer”), agree(s) to buy, upon the terms hereinafter set forth, the following described Property:
2. **DESCRIPTION.** A parcel of land with any buildings or improvements thereon, containing about 1.7 acreage being described as Map/Parcel ID: 223 38 in the office of the Assessors of the Town of Stockbridge identified in Book 00531 on Page 0631 at the Berkshire County Registry of Deeds. For title, see also Book 5449, Page 192.
3. **BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES.** Included in the sale as a part of the Property are the buildings, structures, and improvements now thereon, and the fixtures belonging to the Seller and used in connection therewith, if any.
4. **TERMS AND CONDITIONS.** The Terms and Conditions of Sale stated by the Auctioneer shall be incorporated herein by reference. A copy of said Terms and Conditions is attached hereto as Exhibit A. **BUYER ACKNOWLEDGES THAT THIS AGREEMENT AND SUCH TERMS AND CONDITIONS ARE POSTED ON THE AUCTIONEER'S WEBSITE, Sullivan-Auctioneers.com, AND THAT BUYER HAS HAD AN ADEQUATE OPPORTUNITY TO REVIEW THE SAME BEFORE THE AUCTION AND BEFORE EXECUTING THIS AGREEMENT. BUYER ACKNOWLEDGES THAT IT HAS HERETOFORE CONDUCTED ANY AND ALL DUE DILIGENCE DESIRED BY IT AND THAT IT IS PURCHASING THE PROPERTY "AS IS" "WHERE-IS"; THIS AGREEMENT IS NOT CONTINGENT UPON ANY INSPECTIONS OF THE PROPERTY. THE PROPERTY IS SOLD SUBJECT TO ALL TENANTS AND OCCUPANTS. THE TERMS AND CONDITIONS CONTAIN FURTHER DISCLAIMERS, WAIVERS, TERMS AND CONDITIONS, ALL OF WHICH ARE INCORPORATED HEREIN.**
5. **BUYER'S PREMIUM.** There will be a Buyer's Premium of **seven percent (7%)** added to the high bid price to arrive at the total purchase price for the Property to be paid by the successful bidder at the Closing (as hereinafter defined).

6. **CONSIDERATION/DEED.** Said Property shall be conveyed by Treasurer's Deed pursuant to Massachusetts General Laws Chapter 60, §77B to the BUYER or to the nominee designated by the Buyer in consideration for payment of:

\$ \_\_\_\_\_ Confirmed Bid Price

\$ \_\_\_\_\_ 7% Buyer's Premium

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\$ \_\_\_\_\_ **Total Contract Sale Price**

(\$5,000) Less Deposit Received upon signing of this Agreement (the "Deposit") by certified check, bank check, or money order, payable to the Town of Stockbridge; and

\$ \_\_\_\_\_ Balance is to be paid at the time of delivery of the Deed in cash, or by certified or bank cashier's check(s) or wire transfer

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7. Buyer shall pay all costs and/or recording fees(s) of any documents required or needed to complete this transaction, including but not limited to death certificates, MLCs, etc.
8. The balance of the purchase price and all other fees due and payable under this Memorandum of Sale shall be paid at the time of delivery of the deed by certified, bank or attorney IOLTA check. The successful bidder's deposit will be held by the Town as a non-refundable deposit
9. **THE CLOSING.** Payment of the Purchase Price (less the Deposit), delivery of the Deed and the consummation of the transactions contemplated by this Agreement (the "Closing") shall occur on or before \_\_\_\_\_, 2020, as prescribed by the Terms and Conditions, at a time and place to be agreed upon by Buyer and Seller. Time is of the essence of this Agreement.
10. **CONTINGENCIES.** This sale is not contingent on financing, a home inspection, a Title 5 inspection, smoke/carbon monoxide certificate, or any other event, occurrence or inspection. SELLER shall not be required to deliver at the closing a certificate of compliance from the fire department regarding smoke and carbon monoxide detectors.
11. **BUYER'S DEFAULT/LIQUIDATED DAMAGES.** If Buyer shall fail to fulfill Buyer's obligations herein, all deposits made hereunder by the Buyer shall be retained by the Town as liquidated damages and this shall be the Town's sole and exclusive remedy at law or in equity for any default by the Buyer under this Agreement, the Buyer and Town further agree that (a) anticipated damages from a default by the Buyer are uncertain in amount and difficult to prove, (b) the parties wish to liquidate damages in advance and (c) the amount of the deposit bears a reasonable relationship to the damages that the Town would suffer.
12. **ACCEPTANCE OF DEED.** The acceptance of a Deed by the Buyer or Buyer's nominees as the case may be, shall be deemed to be 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.

13. **DEPOSIT.** The Deposit shall be held by the Auctioneer subject to the terms of this Agreement and the agreement between the Seller and the Auctioneer and shall be duly accounted for at the time for performance of this Agreement. In the event of any disagreement between the parties, the Auctioneer may retain all deposits made under this agreement pending instructions mutually given in writing by the Seller and the Buyer.
14. **WARRANTIES AND REPRESENTATIONS.** The Buyer acknowledges that the Buyer has not been influenced to enter into this transaction nor has it relied upon any warranties or representations not set forth or incorporated in this Agreement.
15. **CONSTRUCTION OF AGREEMENT.** This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, 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, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the Seller and the Buyer. If two or more persons are named herein as Buyer, their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.
16. **LEAD PAINT.** Seller makes no representation or warranty, express or implied, as to the lead paint content of the property. Buyer acknowledges receipt of the lead paint notification package previously supplied by the Seller and Buyer takes full responsibility for compliance with all laws relating to same (and in particular Massachusetts General Laws, Chapter 111, Section 197). Buyer will assume the burden of cost for all tests, costs and compliance arising therefrom.  
  
The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous level of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make in inaccessible to children under six years of age.
17. **HAZARDOUS MATERIALS.** The Town makes no warranties or representations of any kind regarding the existence and/or absence of any hazardous material, including but not limited to lead paint, asbestos, UFFI, Radon Gas, Chlordane, black mold and/or underground or aboveground storage tanks, in or on the Property, which materials, if any, may be subject to the provisions of Massachusetts General Law Chapter 21E or Massachusetts General Laws Chapter 111 Section 190-199 and/or any regulations promulgated there under. The existence, if any, of the above-stated conditions shall not be cause for termination of this agreement and/or the return of Buyer's deposit, or for any subsequent cause of action, legal or equitable, against the Town, prior to or after recording of the deed.
18. **RESERVATION OF RIGHT TO SELL TO SECOND HIGHEST BIDDER.** The Town reserves the right, in the event the highest bidder defaults, to sell to the second highest bidder or to the third highest bidder in the event the second highest bidder defaults. This reservation of rights does not require the Town to sell to the second highest bidder or the third highest bidder in the event of such defaults.

- 18.1. RESERVATION OF RIGHT TO CANCEL SALE:** The Town reserves the right to cancel the sale to the Buyer and shall be entitled to retain the Buyer's deposit if:
- a. the Buyer owes any taxes, fees or municipal charges to the Town that are not the subject of a pending abatement application or appeal; and/or
  - b. the Buyer makes a false statement, or fails to disclose required information on any documents submitted to the Town in connection with the purchase of this property.
19. **ADDITIONAL PROVISIONS.** The terms and conditions of the auction stated by the Auctioneer shall be incorporated herein by reference. A copy of said terms and conditions is attached hereto as Exhibit A.
20. **CONTROL DOCUMENT.** This Agreement and the Terms and Conditions supersede all prior agreements between the parties, either oral or written, which are hereby deemed null and void.
21. **TITLE REPORT.** The Buyer shall be responsible for payment of any title search desired by the Buyer.
22. **AS IS.** The Property is sold "as is" and as shown, and no representations have been made by Seller in regard to its condition except those contained in this Agreement. Buyer and Seller agree that they have incorporated in this Agreement their entire understanding and no oral statement or prior written statement made by either of them or by any other person extrinsic to this Agreement shall have any force or effect. Buyer agrees that Buyer is not relying on any representations, oral or written, concerning the age, condition, workmanship or suitability of the Property or any part thereof for any purposes made by any person, other than those representations expressly set forth in this Agreement or in other documents expressly made a part hereof.
23. **NO ASSIGNMENT.** If Buyer either makes an assignment of Buyer's right under this Agreement or records a copy of this Agreement, Seller, at Seller's option, may declare Seller's obligations hereunder to be null and void, and may deem Buyer to be in default of Buyer's obligations hereunder, whereupon this Agreement shall be deemed void and of no further force or effect and all deposits and interest thereon shall be retained by Seller.
24. **BENEFICIAL INTERESTS DISCLOSURE.** The Seller's obligations under this Agreement shall be contingent upon Buyers filing disclosures of beneficial interests with the Division of Capital Asset Management and Maintenance pursuant to M.G.L. c.7C, §38.

25. **NOTICES.** All notices and mailing of any nature contemplated hereunder shall be sufficient if in writing and either delivered in hand, by certified mail, return receipt requested, postage prepaid, or by Federal Express or other recognized overnight delivery service, all delivery charges prepaid, and addressed:

If to Seller: Karen Williams, Town Treasurer/Collector  
50 Main Street, PO Box 417,  
Stockbridge, MA 01262-0417

With a copy to: J. Raymond Miyares  
Miyares and Harrington LLP  
40 Grove Street, Suite 190  
Wellesley, MA 02482

If to Buyer:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For purposes of this paragraph, delivery in hand to a party to this Agreement shall include facsimile transmission to either the party or such party's copy recipient if a fax number is listed above for such party or copy recipient and if immediately followed by telephone confirmation.

26. **AUCTIONEER'S FEE.** An auctioneer's fee, pursuant to an agreement between the Seller and Sullivan & Sullivan Auctioneers, LLC, is due from the Seller to the auctioneer.

**\*\*\*\* REMAINDER OF PAGE INTENTIONALLY LEFT BLANK \*\*\*\***

IN WITNESS WHEREOF, we set our hands and seals on the date first above written.

**SELLER**

Town of Stockbridge, Seller

\_\_\_\_\_  
Karen Williams, Town Treasurer/Collector  
Tax Title Custodian

**BUYER**

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_

SS# or Fed. I.D. \_\_\_\_\_

**AUCTIONEER**

Sullivan & Sullivan Auctioneers, LLC

The Auctioneer acknowledges receipt of the Deposit made the effective date hereof and in accordance with this Memorandum of Sale.

By: \_\_\_\_\_

Name: Marianne F. Sullivan

Title: President, Sullivan & Sullivan Auctioneers, LLC

## EXHIBIT A

### TOWN OF STOCKBRIDGE TAX TITLE AUCTION

#### Terms and Conditions of Sale

1. Prior to the start of the auction, all bidders shall be required to provide verification of their deposit in the amount of Five Thousand Dollars (\$5,000.00), in the form of a certified check, bank check or money order, payable to the Town of Stockbridge. The successful bidder's check will be nonrefundable. The successful bidder shall pay the balance of the purchase price at the time of the closing by certified check, bank check, money order, or attorney's trustee check. Bids shall be made in a minimum of One Thousand Dollar (\$1,000.00) increments, or an amount as specified by the Auctioneer.
2. Any materials or documents concerning this auction prepared or furnished by the Town of Stockbridge or the Auctioneer are solely for informational purposes. No warranty or representation is made as to the accuracy or completeness of this information. Prospective purchasers should make their own investigations and inspection and draw their own conclusions.
3. The Property will be sold "as is." The Town of Stockbridge, its Tax Title Custodian, its employees, representatives, and/or agents make no warranties or representations as to the Property, including but not limited to, their condition, construction, fitness for habitation, or whether they conform to applicable state or local building and sanitary codes.
4. In case of any damage to the Property by fire or other casualty, after signing and delivery of the Memorandum of Sale of Real Property, the successful bidder shall bear the risk of loss.
5. The Property shall be conveyed subject to any environmental conditions, including, but not limited to, hazardous waste conditions which may or may not be in compliance with any applicable laws, policies, or regulations.
6. The Property shall be conveyed subject to tenants or occupants, if any. It will be the responsibility of the successful bidder, not the Town of Stockbridge or its Tax Title Custodian, to evict any former owner or any other person who may be residing or conducting business on the Property and to remove any personal property.
7. The Property shall be conveyed subject to right of redemption, if any, of the United States of America.
8. The Tax Title Custodian reserves the right to reject any bid from any bidder, cancel the sale to any bidder and retain the deposit from any bidder who:
  - (a) In connection with a previous Tax Title Auction failed to:
    - i. Close on the purchase of the Property;
    - ii. Perform, in a timely manner, any rehabilitation on the Property; and/or
    - iii. Comply with or violated any terms and conditions of sale;
  - (b) Was the owner of any property upon which the Town foreclosed for failure to pay:
    - i. Real Estate Taxes; and/or



- ii. Rents, water and sewer charges, motor vehicle excise taxes, personal property taxes, parking tickets or any other indebtedness; or
  - (c) Has current code or ordinance violations or has previously failed to comply with Orders issued by any code enforcement department including, but not limited to, housing, building, fire and zoning, as determined by the Town. Any officer, director, stockholder, or member who holds ten percent (10%) or more of the outstanding stock of a corporation, limited liability company, trust, partnership, joint venture, or any other business entity, who has current code or ordinance violations or has previously failed to comply with Orders issued by any code enforcement department, as determined by the Town, shall cause said corporation, limited liability company, trust, partnership, joint venture, or any other business entity to be subject to the provisions of this paragraph.
9. The Tax Title Custodian reserves the right to reject any and all bids at said auction and may adjourn the same if, in their opinion, no bid is made which approximates the fair market value of the Property. Any adjournment thereof may be made from time to time for such periods as the Tax Title Custodian deems expedient giving notice thereof at the time and place appointed for the sale or for any adjournment thereof.
10. Sale shall not be made to the prior owner or to an agent, representative, or straw of the prior owner.
11. Sale shall not be made to any person who owes the Town of Stockbridge any monies in the form of previously incurred real estate taxes, rents, water and sewer charges, motor vehicle excise taxes, personal property taxes, parking tickets or any other indebtedness. A corporation, limited liability company, trust, partnership, joint venture, or any other business entity shall be deemed to be a person within the meaning of this paragraph. Any officer, director, stockholder or member who holds ten percent (10%) or more of the outstanding stock of a corporation, limited liability company, trust, partnership, joint venture, or any other business entity who owes monies to the Town of Stockbridge as aforesaid shall cause said corporation, limited liability company, trust, partnership, joint venture, or any other business entity to be subject to the provisions of this paragraph.
12. In the event a deposit is received from any person in violation of these Terms and Conditions of Sale, and the deed of transfer has passed, the purchaser will, on demand, reconvey to the Town of Stockbridge, at no and for no consideration, the entirety of their right, title, and interest in the purchased property. If such a violation of these Terms and Conditions of Sale should be determined to exist prior to the passing of the deed to the property, the sale shall be cancelled. All monies or deposits collected shall be forfeited and applied to any prior real estate taxes, rents, water and sewer charges, motor vehicle excise taxes, personal property taxes, parking tickets or any other indebtedness owed by the purchaser, former owner, agent, representative, or straw to the Town of Stockbridge on any property owned by the purchaser or the aforementioned.
13. The successful bidder shall be required to submit an Affidavit pursuant to M.G.L. c. 60, §77B. Also, the successful bidder will be required to submit an Affidavit of Disclosure of Property Owned in the Town of Stockbridge. Copies of the aforementioned Affidavits may be obtained by contacting Sullivan and Sullivan Auctioneers, LLC at (617) 350-7700. Copies will also be available at the Auction.

14. The successful bidder for any residential property constructed prior to 1979 will be required to sign a Lead Paint Notification Waiver and a Property Transfer Notification Certification. Copies of the aforementioned documents may be obtained by contacting Sullivan and Sullivan Auctioneers, LLC at (617) 350-7700. Copies will also be available at the Auction.
15. The Property will be sold free and clear of any unpaid real estate taxes or municipal liens assessed prior to foreclosure by the Town. However, the successful bidder is required, pursuant to M.G.L. c. 44, §63A, to make a payment in lieu of taxes from the date of the deed transferring title from the Town to the successful bidder to June 30, 2020 (the end of the Fiscal Year) and a payment in lieu of taxes for the next fiscal year. Such tax shall be computed by applying the tax rate for such fiscal year to the sale price.
16. An annual “in lieu of tax” payment will be required of any tax-exempt entity purchasing property at this auction. The annual “in lieu of tax” payment will be calculated as follows:

(Assessed Value Per Thousand) x (Tax Rate) x (Fifty Percent).

The successful bidder/Grantee shall make the annual payment in lieu of tax payment commencing in the fiscal year of the closing and all subsequent fiscal years.

17. Upon payment (by certified check, bank check, money order or attorney’s trustee check) of the payment in lieu of taxes, the balance of the bid amount, recording fees and the Buyer’s premium by successful bidder, a duly authorized representative of the Town of Stockbridge will deliver a Treasurer’s Deed transferring title from the Town to the successful bidder.
18. The Town of Stockbridge will record such deed at the Berkshire County Registry of Deeds after the execution thereof and the successful bidder, pursuant to M.G.L. c. 60, §77A, shall pay the expense of such recording.
19. All conditions, restrictions, or covenants announced at the auction for the Property are to be taken and construed as running with the land and are to be binding upon said grantee, its successors, assignees, grantees, and lessees for a term of thirty (30) years after the date of the deed creating them unless released by the Town.
20. The deed from the Town conveying the property to a successful bidder shall contain the following restrictions:
  - (a) The grantee shall provide the Tax Title Custodian, or their designee, with complete access to the property for periodic inspections to verify the status and progress of any rehabilitation or new construction work.
  - (b) The grantee cannot sell the property until authorized work is completed and approved by the Town; and
  - (c) If the grantee violates any term and/or conditions of sale, the Town reserves the right to record a Reverter Deed thereby conveying the Property back to Town ownership at no cost and for no consideration.

21. At the closing, the successful bidder shall execute a Reverter Deed to the Town which shall be held in escrow by the Town pending satisfaction of any deed restrictions and the Terms and Conditions of Sale.
22. The successful bidder shall close no later than May 15, 2020.
23. Within one hundred and twenty (120) days after the closing, the successful bidder shall demolish the structure on the Property and level the lot to conform with adjacent grades with inorganic fill, as per the demolition order dated February 22, 2012.
24. The Tax Title Custodian reserves the right to sell to the second highest bidder in the event that the highest bidder defaults or the third highest bidder in the event that the second highest bidder defaults.
25. The Property will be sold subject to a Buyer's Premium of (7%).
26. These terms and conditions are incorporated into the Memorandum of Sale of Real Property, a copy of which is available by contacting Sullivan & Sullivan Auctioneers, LLC at (617) 350-7700. Copies will also be available at the Auction. The Tax Title Custodian, in their discretion, may announce additional terms and conditions with respect to the entire auction and/or the Property at auction at the time of sale, which terms and conditions are also incorporated into the Memorandum of Sale of Real Property.

**TOWN OF STOCKBRIDGE**

**By:** \_\_\_\_\_

**Karen Williams, Town Treasurer/Collector  
Tax Title Custodian**

**BIDDER ACKNOWLEDGEMENT**

I have read, understand, agree, and able to fully comply with the terms and conditions of this auction as stated above.

Bidder's Name: \_\_\_\_\_

Bidders Signature: \_\_\_\_\_

Date: February 26, 2020



# **Stockbridge MA Tax Possession Auction**

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## *Affidavits to Be Signed*

- Disclosure of Property Owned
- Affidavit Pursuant to MGL c. 60, §77B

**DISCLOSURE STATEMENT FOR  
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY  
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

**INSTRUCTION SHEET**

**NOTE:** The Division of Capital Asset Management and Maintenance (DCAMM) shall have no responsibility for insuring that the Disclosure Statement has been properly completed as required by law. Acceptance by DCAMM of a Disclosure Statement for filing does not constitute DCAMM's approval of this Disclosure Statement or the information contained therein. Please carefully read M.G.L. c. 7C, s. 38 which is reprinted in Section 8 of this Disclosure Statement.

**Section (1):** Identify the real property, including its street address, and city or town. If there is no street address then identify the property in some other manner such as the nearest cross street and its tax assessors' parcel number.

**Section (2):** Identify the type of transaction to which this Disclosure Statement pertains --such as a sale, purchase, lease, etc.

**Section (3):** Insert the exact legal name of the Public Agency participating in this Transaction with the Disclosing Party. The Public Agency may be a Department of the Commonwealth of Massachusetts, or some other public entity. Please do not abbreviate.

**Section (4):** Insert the exact legal name of the Disclosing Party. Indicate whether the Disclosing Party is an individual, tenants in common, tenants by the entirety, corporation, general partnership, limited partnership, LLC, or other entity. If the Disclosing Party is the trustees of a trust then identify the trustees by name, indicate that they are trustees, and add the name of the trust.

**Section (5):** Indicate the role of the Disclosing Party in the transaction by checking one of the blanks. If the Disclosing Party's role in the transaction is not covered by one of the listed roles then describe the role in words.

**Section (6):** List the names and addresses of every legal entity and every natural person that has or will have a direct or indirect beneficial interest in the real property. The only exceptions are those stated in the first paragraph of the statute that is reprinted in Section 8 of this Disclosure Statement. If the Disclosing Party is another public entity such as a city or town, insert "inhabitants of the (name of public entity)." If the Disclosing Party is a non-profit with no individual persons having any beneficial interest then indicate the purpose or type of the non-profit entity. If additional space is needed, please attach a separate sheet and incorporate it by reference into Section 6.

**Section (7):** Check "NONE" in the box if none of the persons mentioned in Section 6 is employed by DCAMM or an official elected to public office in the Commonwealth of Massachusetts. Otherwise list any parties disclosed in Section 6 that are employees of DCAMM or an official elected to public office.

**Section (8):** The individual signing this statement on behalf of the Disclosing Party acknowledges that he/she has read the included provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts.

**Section (9):** Make sure that this Disclosure Statement is signed by all required parties. If the Disclosing Party is a corporation, please make sure that this Disclosure Statement is signed by a duly authorized officer of the corporation as required by the statute reprinted in Section 8 of this Disclosure Statement.

DCAMM's acceptance of a statement for filing does not signify any opinion by DCAMM that the statement complies with applicable law.

This completed and signed Disclosure Statement should be mailed or otherwise delivered to:

Deputy Commissioner for Real Estate  
Division of Capital Asset Management and Maintenance  
One Ashburton Place, 15<sup>th</sup> Floor, Boston, MA 02108

**DISCLOSURE STATEMENT FOR  
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY  
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) REAL PROPERTY:

(2) TYPE OF TRANSACTION, AGREEMENT, or DOCUMENT:

(3) PUBLIC AGENCY PARTICIPATING in TRANSACTION:

(4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY:

(5) ROLE OF DISCLOSING PARTY (Check appropriate role):

\_\_\_\_\_ Lessor/Landlord

\_\_\_\_\_ Lessee/Tenant

\_\_\_\_\_ Seller/Grantor

\_\_\_\_\_ Buyer/Grantee

\_\_\_\_\_ Other (Please describe): \_\_\_\_\_

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME

RESIDENCE

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (Check "NONE" if NONE):

NONE

NAME:

POSITION:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**DISCLOSURE STATEMENT FOR  
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY  
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

- (8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

*No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.*

*Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.*

*The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.*

- (9) This Disclosure Statement is hereby signed under penalties of perjury.

\_\_\_\_\_  
PRINT NAME OF DISCLOSING PARTY (from Section 4, above)

\_\_\_\_\_  
AUTHORIZED SIGNATURE of DISCLOSING PARTY      DATE (MM / DD / YYYY)

\_\_\_\_\_  
PRINT NAME & TITLE of AUTHORIZED SIGNER

**AFFIDAVIT PURSUANT TO M.G.L. c. 60, §77B**

Re: \_\_\_\_\_

**I, \_\_\_\_\_, under the pains and penalties of perjury hereby swear that:**

1. On February 26, 2020, I signed a Memorandum of Sale of Real Property with the Town of Stockbridge for the purchase of property located at 6 Castle Hill Road, Stockbridge, Massachusetts (hereinafter referred to as the “property”); and
2. In signing said Memorandum of Sale of Real Property, I acted on my own behalf and not as an agent, representative or straw of the prior owner; and
3. Neither I, nor any person who would gain equity in the property as a result of the conveyance of the above-mentioned property from the Town of Stockbridge to myself, have ever been convicted of or are currently under indictment for:
  - A) A crime involving the willful and malicious setting of a fire (M.G.L. c. 60, § 77B), or
  - B) Of a crime involving the aiding, counseling or procuring of a willful and malicious setting of a fire (M.G.L. c. 60, § 77B), or
  - C) Of a crime involving the fraudulent filing of a claim for fire insurance (M.G.L. c. 60, § 77B); and
4. I do not, as of this date, owe to the Town of Stockbridge any monies in the form of previously incurred real estate taxes, rents, water and sewer charges, motor vehicle excise taxes, personal property taxes, parking tickets or any other indebtedness; or
  - A) I owe \$\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Please state dollar amounts and source of debt, if nothing enter \$0.00)



B) And I have filed in good faith,

i) An application for an abatement of such Tax which is pending (M.G.L. c. 60, § 77B), or

ii) A petition before the Appellate Tax Board or the county commissioner which is pending, (M.G.L. c. 60, § 77B); and

5. Neither I, nor any person who would gain equity in the property as a result of the conveyance of the above-mentioned property from the Town of Stockbridge to myself, have ever been convicted of violating any law, code, statute or ordinance regarding conditions of human habitation within the last three (3) years; and

6. Neither I, nor any person who would gain equity in the property as a result of the conveyance of the above-mentioned property from the Town of Stockbridge to myself, have ever been the owners of any property upon which the Town of Stockbridge foreclosed for failure to pay real estate taxes, rents, water and sewer charges, motor vehicle excise taxes, personal property taxes, parking tickets, or any other indebtedness; and

7. Neither I, nor any person who would gain equity in the property as a result of the conveyance of the above-mentioned property from the Town of Stockbridge to myself, is employed by the Town of Stockbridge; or if so,

A) In what capacity? \_\_\_\_\_,

B) In what department? \_\_\_\_\_.

8. Neither I, nor any person who would gain equity in the property as a result of the conveyance of the above-mentioned property from the Town of Stockbridge to myself, has current code or ordinance violations or has previously failed to comply with Orders issued by any code enforcement officer including, but not limited to, housing, building, fire and zoning, as determined by the Town Building Commissioner.

**In the event that any of the above statements are untrue, I understand that this sale will be cancelled and that all monies collected shall be forfeited and applied to any prior real estate taxes, rents, water and sewer charges, motor vehicle excise taxes, personal property taxes, parking tickets or other indebtedness owed by me, the prior owner, agent,**

**representative or straw, to the Town of Stockbridge on any property owned by me or the  
aforementioned.**

**And further, I will, on demand, re-convey to the Town of Stockbridge at no cost or  
consideration all my right, title and interest in and to the property.**

**Signed and subscribed to under the pains and penalties of perjury:**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Witness: \_\_\_\_\_

Date: \_\_\_\_\_