

**TOWN OF HARVARD
PLANNING BOARD AGENDA
MONDAY SEPTEMBER 20, 2021 @ 7:00PM**

Pursuant to Chapter 20 of the Acts of 2021, An Act Relative to Extending Certain COVID-19 Measures Adopted During the State of Emergency and signed into law on June 16, 2021, this meeting will be conducted via remote participation. Interested individuals can listen in and participate by phone and/or online by following the link and phone number below.

UpperTH ProWebinar is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://us02web.zoom.us/j/88424016495?pwd=OWhHRVl1TnVlV0NlTWdVNTVHSXU0QT09>

Meeting ID: 884 2401 6495

Passcode: 125917

One tap mobile

+13017158592,,88424016495# US (Washington DC)

+13126266799,,88424016495# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

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Meeting ID: 884 2401 6495

Find your local number: <https://us02web.zoom.us/j/88424016495?pwd=OWhHRVl1TnVlV0NlTWdVNTVHSXU0QT09>

Public Comment

New Business: a) Approvals Not Required (7:15pm)

- Massachusetts Avenue & Fairbank Street (Map 17D and 22B, Parcel 51 and 41)
 - Prospect Hill Road (Map 11 Parcels 22.1 & 22.3)
- b) Capital Planning and Investment Application – Ayer Road Visioning Plan Phase 2 & 3
c) Community Compact Cabinet Application
d) Climate Resiliency Working Group Town Resolution
e) Right of First Refusal – 39 Glenview Drive

Standard Business: a) Board Member Reports

- Representatives & Liaisons Update
 - Community Matters
- b) Director's Report
c) Approve Minutes

Public Hearings:

7:30pm Continuation of the Protective Bylaw Amendments for the Fall Annual Town Meeting

- Amend Section 125-21B(1) Permitted Uses in AR Districts by Special Permit;
- Delete Section 125-18.2 Affordable Accessory Apartment;
- Amend 125-57 Senior Residential Development by adding Assisted Living and Continuing Care Residential Community;
- Delete Section 125-52I Ayer Road Village – Special Permit - Assisted Living Facility;
- Amend Section 125-2 Definitions; and
- Add new Section 125-58 Erosion Control.

7:45pm Continuation of the Amendment to Chapter 90 Scenic Roads of the Code of the Town of Harvard

Old Business: a) Spring Town Meeting, 2022

- Open Space Residential Development (OSRD) – Amend Chapter 125-35: Density of Development (as time permits)

**NEXT SCHEDULED MEETING:
OCTOBER 4, 2021**

Date Prepared: September 16, 2021

Town of Harvard
Capital Request Form -- Updated May, 2019
Fiscal Years 2022 – 2026

Page | 1

Request/Project: Commercial District Review and Study Amount: \$255,000.00

Fiscal Year: 2022

Requestor: Christopher J. Ryan Dept: Planning Board

Please use additional pages, if necessary, to provide complete information for items below

General Description of Project and Benefit to Town:

The Planning Board, through the auspices of the Land Use Boards, requests a total of \$255,000 to procure the services of a qualified consultant team to conduct the remaining two phases of a three-phase planning project in order to fully prepare for the future development of the Ayer Road Commercial Corridor. The first phase, a market analysis and fiscal impact analysis, was funded in the summer of 2021 with the Rantoul Trust and is currently out to bid. This project will provide the necessary data regarding the types and scales of uses that the Ayer Road district market area can support. The fiscal impact analysis will then show how much this development could contribute to local municipal revenues. From this base data, several scenarios will be developed which show, with differing tax models and levels of development intensity and type, the optional development scales that would be most appropriate for Harvard.

As was previously proposed with the three-phase program, the data from this Phase 1 will be a determining factor as to whether Phases 2 and 3 should be conducted as recommended. It is expected that this Phase 1 work will be completed and the data available to allow municipal officials to determine whether to proceed on the project. However, since the results will not be known until after the deadline for Capital Projects decision making, the Planning Board, anticipating a positive outcome, determined it necessary to make this request, which consists of the following:

Assuming the data validates Phases 2 and 3 of the Ayer Road Vision Plan Project, the Planning Board is seeking to proceed on the two projects elements that will be the most exciting and inclusive of public participation. These are the phases where the citizens of Harvard get to write their own script regarding what happens on Ayer Road and what it will look and function like. To reiterate, these two phases are:

- **Phase 2: Corridor Vision Plan** – This will be a “vision plan” for the Ayer Road commercial corridor, which will look comprehensively at all factors that can facilitate the positive development of the area. It will include traffic and transportation network analysis, land use and zoning analysis, design analysis, public and stakeholder outreach, and other criteria relevant to studying the commercial and other objectives of the town while preserving and protecting what is important to the town’s character as the Town moves forward. It is expected that this vision plan will include sophisticated plan graphics to depict vertical, oblique, and elevation perspectives of the corridor plan. This plan can determine how open space and parkland is integrated, how recreational facilities can be included, and where pedestrian and bicycle facilities will be placed.

PLEASE MAKE SURE YOU HAVE ANSWERED ALL QUESTIONS OR NOTED ‘N/A’ IF NOT APPLICABLE

An optional add-on element for the vision plan is water and sewer study depicting the various locations that both water and sewer can be extended to the corridor, cost and financing options, and management and ownership of said utilities. Estimated cost of Phase 2 = \$100,000.

- **Phase 3: Zoning and Regulatory Tools** – A desired result of the Corridor Vision Plan is a recommendation to significantly improve the zoning and other regulatory tools that govern the C district along Ayer Road. The Town envisions a form-based zoning code solution as one of the better ways to convey to citizens what a developed corridor will look like and to give them a voice in designing the district. Once these tools are on place and other facets of the Vision are achieved, then the desired type and scale of development can commence with much less concern over the outcome and impacts. It should be noted up front that water and sewer infrastructure should *not* be available for corridor lands until this regulatory framework is in place. Estimated cost of Phase 3 = \$155,000.

1. Is this a: ☐ Replacement ☐ New or Expanded Program ☒ Study

2. Why is the Project being requested?

- ☐ Emergency or protection of public safety ☐ Legal Mandate
☐ Efficiency/Cost Savings ☒ Other (note & explain below)

Please explain why it fits into above category:

In order to expedite the planning for a significant land use project for the Town of Harvard, the Planning Board is seeking these funds to accomplish the following goals:

1. Use the findings of the soon to be conducted market and fiscal impact analyses to justify the investment into a vision plan for the Ayer Road Corridor.
2. Conduct a comprehensive Corridor Vision Plan to derive a clear public vision for the ultimate development of the Corridor that will include an unprecedented level of sophisticated public participation. It will dive deeply into criteria such as transportation and traffic, open space and environmental preservation, public utilities and services, and establish a clear future direction for how the Corridor is shaped.
3. Based on the Vision Plan developed in Goal 3, a regulatory schema will meticulously shape how the Corridor will be developed both temporally and in scale. This is anticipated to be a Form-Based zoning code (bylaw).

3. Please explain how this project is consistent with the Town's priorities (for example. helps achieve a Select Board goal, project need revealed by Town survey, consistent with Master Plan, or other).

This project is consistent with a number of stated goals and action items noted in master plans and other Town reports and studies. Specifically, it is noted as follows:

A. 2016 Master Plan:

- 1) Land Use Recommendation #4 - Provide for mixed-use buildings as of right in the C District, e.g. retail on the first floor and housing above.

PLEASE MAKE SURE YOU HAVE ANSWERED ALL QUESTIONS OR NOTED 'N/A' IF NOT APPLICABLE

Comment: The soon-to-be executed Market Study will determine how much space of each type can be ultimately supported and the plan and regulatory framework will determine how much of these uses is desirable and contributes to the tax base.

- 2) Land Use Recommendation #5 - Modify the C District's dimensional regulations to achieve a more compact, pedestrian-scale and minimize the auto-dominated appearance of the district.

Comment: The regulatory framework (zoning) will create a pre-determined zoning foundation with established building siting and footprints, orientation, and building envelopes so that the vision articulated in the Corridor Plan can be achieved.

- 3) Economic Development Recommendation #2 - Create a vision for the C District that encourages village or Main Street style development and establish Design Guidelines to achieve it.

Comment: Since Design Guidelines cannot require compliance, the preferred method of ensuring the vision through a Form-Based code is being recommended here that will include design requirements rather than guidelines.

Each of these three recommendations will require vision planning and a zoning solution to carry out the vision. Prior to establishing a vision, it must be known how much square footage of each type of space (e.g. retail, services, residential, etc.) that can be supported in the area. These numbers would be the starting point that feeds into the visioning.

B. 2002 Master Plan Concepts and Recommendations:

- 1) Land Use Concept #6 - New development on land that currently generates more revenue than community service costs should provide a comparable or greater fiscal benefit, when compatible with other goals of the master plan.

Comment: Again, the Market Study will determine how much space of each use type can be ultimately supported and these numbers will feed into the fiscal impact analysis and estimate the fiscal impact comparing anticipated revenues with consequent increased levels of public services.

- 2) Zoning Recommendation for Community Commercial District - Replace substantial portions of the existing C District on Ayer Road with a Community Commercial District (CC) that fosters mixed-use development, pedestrian-friendly design, clear site plan and parking requirements. The purposes of the Community Commercial District are to meet the town's needs for goods and services, provide a pleasant, safe village environment for residents of Ayer Road and surrounding neighborhoods, and enhance property values throughout the area. As such, Harvard's zoning regulations should encourage an inviting mix of residential and commercial uses and discourage development that is incompatible with or inappropriate for a village business zone. To achieve the goals of the master plan, the regulations must account for the realities of attracting new investment to an area with pre-existing improvements.

Comment: The above noted Community Commercial District, if planned for properly, will require the steps proposed for this request, and will also ideally require a very accomplished consulting team.

3) Economic Development Recommendations include:

- a) Implement the applicable zoning proposals of the Land Use Element.
- b) Encourage development that provides positive fiscal impacts while assuring that new or expanded commercial growth supports the major goals of the master plan.
- c) Explore the potential for shared (communal) septic systems and package treatment facilities in the Community Commercial District, or for connecting to sewer facilities at Devens.

Comment: The data necessary to determine positive fiscal impacts will be derived from the Market Study and Fiscal Impact Analysis. The Corridor Vision Plan will include a water and wastewater analysis.

C. Economic Development Analysis Team (EDAT) Report (2010) Recommendations:

- 1) Identification of high revenue generating commercial land uses including offices, assisted living facility, and a retail plaza that includes a grocery store.
- 2) Protective (Zoning) Bylaw should be amended to be more development-friendly by recodification and reformatting and allowing the uses that the EDAT recommended.
- 3) Simplification of the permitting process by making it simpler and more predictable.
- 4) Traffic recommendations include facilitating traffic calming and beautification to make the road safer and to accommodate more vehicles. As part of this, they suggest:

Comment: Each of these recommendations in some way supports the entirety of the Ayer Road Corridor Planning Framework (ARCPF) report (2019). Phase 1 corresponds to the generation of revenue through attracting the right type and scale of uses. Phase 2 will encompass in-depth traffic and transportation recommendations in order to reduce existing levels of traffic and improve safety while ensuring that the impact of new growth will not greatly contribute to the already high levels of car and truck traffic.

4. Is this project eligible for a grant or other alternative non-tax revenue funding? If so, what is the grant source, amount potentially available and the application timing?

If no, then why not?

The Land Use Boards have sought funding for the initial component of the Planning Framework from the following sources:

- MassDevelopment (2019 grant application for Real Estate Technical Assistance – Denied)

Comment: MassDevelopment may not be a viable source of economic development assistance for Harvard due to possible conflicts of interest.

PLEASE MAKE SURE YOU HAVE ANSWERED ALL QUESTIONS OR NOTED 'N/A' IF NOT APPLICABLE

- Montachusett Regional Comprehensive Economic Development Strategy (MRCEDS) with EDA funds.

Comment: Harvard was deemed ineligible for funding due to demographic profile. There is no poverty or blight associated with Harvard which is the primary eligibility for such funding.

- Town of Harvard Capital Funding Request of \$35,000 for Phase 1 for Spring 2020 (Denied)

Comment: Feedback from Town Meeting indicated wanting to know about the entire program, not just one component.

- Town of Harvard Capital Funding Request of \$300,000 for all phases for Spring 2021 (Denied)

While the Director of Community and Economic Development continues to seek funding for this project from MassDevelopment and other state sources, it is clear that these highly competitive grant funds will continue to be difficult to obtain. Harvard is eligible for MassDevelopment funding program annually and will also seek funding through EOHEd, CCC, EEA as the funding cycles permit.

- One Stop for Growth Grant Program – Harvard applied for \$205,000 in spring 2021 and awaits a notification of decision (Oct./Nov. 2021).
- EEA Planning Technical Assistance Program – Harvard applied for \$50,000 in spring 2021 and awaits a notification of decision.
- Community Compact Cabinet (CCC) – Harvard could seek CCC funding for this project under economic development category but would need to identify economic development as a best practice.

However, timely implementation of the this critical program makes this request relevant and urgent. So, while we are seeking these funds through CPIC, this office will continue to seek funds elsewhere in parallel. Additionally, the Director of Community and Economic Development is interested in convening a group of state and other key officials in Harvard to discuss how this planning program can be creatively funded by the state and non-profits. It must be emphasized that this project is specifically designed to be an innovative model for smart growth and community sustainability and as such, should appeal to those agencies and organizations that espouse these principles. Therefore, there remains some hope that this tack may open up funding once we have an opportunity to outline the full program. But for now, and without any looming promise of alternative funding, the CPC remains the best short-term opportunity to move this forward.

5. If this is a cost savings show assumptions, savings, and payback (either ROI or years):

Hypothetically if the development generated by the zoning changes that ultimately result from the market data results in annual additional tax revenues of \$830,000, then in one year, the return on investment would be as follows assuming it would take several years to fully build out and that tax revenues would hold steady for 28 years:

Investment Gain **\$793,000.00**

ROI	2,143.24%
Annualized ROI	11.64%
Investment Length	28.24 years

6. How will the cost savings be measured and reported?

Cost savings (or more appropriately defined as additional revenue generated) will be ultimately measured by the additional square feet of commercial and other space developed and the subsequent tax revenues generated by this planned growth. A more detailed and refined reporting of cost savings and projected return on investment will be generated by the Phase 1 deliverables.

7. If this is a replacement, can the current asset be repaired? What would the cost and life of the repair be? Why is it advantageous to replace?

Not applicable.

8. Will on-going annual budgets increase or decrease if this project is approved? Consider anticipated annual maintenance or other expenses required by this project: (eg – maintenance contract price, software upgrades if applicable, etc)

This project is a one-time request and will not be repeated or perpetuated. This is intended to be an investment into the future prosperity and fiscal health of the community.

9. What is the basis for the amount you are requesting? Include a quote or estimate and the source.

Prior to this request, the Director of Community and Economic Development conducted outreach over a year ago to a preeminent consultant for the corridor plan and regulatory elements and \$250,000 to \$260,000 was the estimated cost range. This should be considered the high-end of potential cost of the two remaining phases.

Finally, concurrent with the submittal of this request, A Request for Interest (RFI) was disseminated widely. The seven (7) received proposals received indeed provided valuable information for this project and this request.

- They show a range of consultants and the types of approaches and products that they are capable of.
- It gives a more detailed set of estimates of potential cost range for the project and confirms the general cost estimate originally provided.

These RFI proposals are posted and available for review now on the following website:

<https://www.harvard.ma.us/economic-development/pages/ayer-road-planning-framework-project>

10. If approved, how many of the Town's residents will this project regularly serve:

- Over 50% of residents (✓)
- Between 25% and 50% of residents

PLEASE MAKE SURE YOU HAVE ANSWERED ALL QUESTIONS OR NOTED 'N/A' IF NOT APPLICABLE

- **Project will be used intermittently or serve less than 25% of residents.**

It is anticipated that this project will ultimately benefit all taxpayers in Harvard plus extended to most residents (over 50%) if services could be enhanced through greater fiscal health and capacity.

Specifically, the expectation is that the data acquired in Phase 1 will illustrate the potential tax revenue that could be generated by developing the Ayer Road corridor with a mix of uses that are supported by market metrics. By extension, these tax revenues, if realized, may facilitate more and better public services and facilities that could serve all residents. Other benefits might include a variety of products and services available for local residents and existing businesses that are not available in close proximity right now.

Please include your calculations and assumptions.

Specific calculations not included (other than rough ROI above) due to the fact that data needed are intended to be collected in the current phase of the project. Project assumptions are that the Ayer Road Corridor can support a finite and measurable amount of commercial (and non-commercial) uses that will generate a specific amount of tax revenue. These numbers can and will be used to further define and shape policies and plans related to the Ayer Road Corridor, which is the subject of this request.

11. Detailed Project Description: include major elements, overall measurements, precise location of where project will be located and pictures, if available. (for current year requests only)

The Phase 2 and 3 project framework includes the following steps, which would commence following the data collection and positive scenarios analysis from Phase 1:

- A. **Phase 2: Corridor Vision Plan** – This will be a comprehensive plan for a specific area, the Ayer Road commercial corridor, that will include traffic and transportation network analysis, land use and zoning analysis, design analysis, public and stakeholder outreach, and other criteria relevant to studying the commercial objectives of the town while preserving and protecting what is important to the town's character.
- B. **Phase 3: Zoning and Regulatory Tools** – An expected result of the Corridor Vision Plan is a recommendation to significantly improve the zoning and other regulatory tools that govern the C district along Ayer Road. Once these tools are on place and other facets of the Vision are achieved, then the desired type and scale of development can commence with much less concern over the outcome and impacts.

Further detail on each successive phase is as follows:

Corridor Vision Plan: A vision plan is defined as a plan for the future of a community or area that is derived through a visioning process and involves the generation of a series of graphic renderings that depict an illustrative view of the expressed vision. This "vision" of a preferred future is the outcome of a planning process that brings the necessary feedstock (raw, base) data to the process, allowing the foundational analysis, outreach, and creative collaboration to result in a supportable plan.

Visioning is a tool that brings citizens and stakeholders together to develop a shared vision of the future. It helps to answer the question, "What do we want to see in place 5-10 years from now along the Ayer Road Corridor?" By engaging participants in the formulation of a common goal, visioning gives people a sense of control and motivation, and offers a possibility for fundamental positive change.

Visioning provides a positive paradigm by offering something to move toward, offering a bigger picture, generating creative thinking and passion to overcome the problems that might arise when moving toward a vision. A good vision is both realistic and stretching, avoiding looking too far into the future but moving far enough out from today to be able to have time to accomplish the necessary tasks. The following sections describe what an Ayer Road Corridor Vision Plan might consist of and how much would be required to develop one.

The project area is proposed to be the existing commercially zoned area of Ayer Road. The study would assess whether additional lands in the proximity would merit consideration for rezoning to whatever next generation zoning concept is proposed for the corridor.

Some Key Questions Informing Study

1. How can we transform Ayer Road into a preferred place to live, work, shop, and travel?
2. What are the possibilities?
3. What are the limits?
4. What is the vision?
5. How can we make this happen?

Deliverables: Elements of the Corridor Vision Plan

1. Existing Conditions Analysis

- a. Land use patterns and values
- b. Existing zoning and other regulatory constraints
- c. Transportation analysis
- d. Public infrastructure (including in proximity)
- e. Preliminary opportunities for positive change

2. Community and Stakeholder Input

- a. Identify Stakeholder Domain and Begin Making Connections
- b. Develop Themes and Principles (e.g. sustainability, fiscal engine, meets Harvard standards)
- c. SWOT¹ Analysis
- d. Visioning
- e. Alternatives Analysis
- f. Rendering Vision
- g. Goal Development

3. Implementation Plan

4. Appendices

Anticipated Cost: From \$75,000 to \$100,000

Regulatory Plan (Form-Based): Subsequent to the adoption of the Vision Plan and, of course, contingent upon whether one of the recommendations of the Plan were to proceed in this direction, the next phase would be to develop and adopt sophisticated zoning tools to facilitate the kind of development that Harvard citizens and stakeholders wanted to see, actually come to fruition. Planning and zoning are

¹ A strategic planning process assesses strengths, weaknesses, opportunities, and threats of an organization, community, or area.

not the same, and zoning by itself does not make economic development happen without well considered plans. Zoning is merely a tool to achieve a desired planning or economic development outcome. The initial expectation for the type of zoning tool appropriate to the task is to employ what is called a Form-Based Code (bylaw) which is defined as follows:

Page | 9 ***Form-Based Code:** A method of regulating development to achieve a specific urban form. Form-Based Codes create a predictable public realm primarily by controlling physical form, with a lesser focus on land use, through city or county regulations (Source: Parolek, Parolek, and Crawford. 2008. Form-Based Codes: A Guide for Planners, Urban Designers, Municipalities, and Developers. Hoboken, NJ: John Wiley & Sons, Inc.).*

Another way of describing it is a prescriptive, graphic-based zoning tool that pre-establishes the building form, siting, and bulk. Instead of a developer interpreting a typical zoning bylaw and by noting the setbacks, height limits, and other dimensional criteria and designing a building to fit them, in form-based zoning, the building has already been positioned on the lot and framed out generally before applications are made. In this sense, residents of Harvard will already know what a specific building, block, and district or project will look like. While the entire Ayer Road corridor may not be suitable for a form-based code application, it is likely that there are areas along the corridor in which it can be successfully applied. A form-based code includes illustrative graphics so that users (and others) can see precisely the siting of buildings on parcels as well as massing and façade elements that would be developed *prior to any applications being made.*

This was a critical criterion related to coming up with a program that is anticipated as acceptable to Harvard residents since it would remove most of the unpredictability from the zoning and development process. Through a public process, an acceptable form-based bylaw can be developed so that what is built on the ground has already largely been authorized by the very presence of the bylaw.

Thus, the recommendations of the Vision Plan can be articulated and advanced by the form-based code so that the values of residents can be realized predictably. The development of such a code is a fairly quick process but tends to be intensive and often extremely expensive due to the intense time required by a team of architects and urban designers. The challenge for Harvard will be to find a suitable design team that can be funded by grants or a combination of grants and local funds.

Anticipated Cost: From \$155,000 to \$180,000

Conditional Approval Sought – The Planning Board is cognizant of the scale of this request and the need for fiscal prudence in all municipal decisions, particularly capital project funding requests. The Board anticipates that the data from Phase 1 should be available prior to Annual Town Meeting 2022 (but after this Capital Budget needs to be finalized).

The Board will be working closely with the Finance Director and other Town officials to create a threshold fiscal return-on-investment projection that will serve as a decision criterion justifying a notice to proceed for Phases 2 and 3. Should this revenue projection not meet this threshold; this request will be withdrawn prior to Town Meeting vote.

Should it meet or surpass the threshold, the Board would choose to proceed with this request and seek Town Meeting approval. In the event that the results of Phase 1 are not available prior to Town Meeting, the Board would propose that any approval of funding under this request be contingent on the fiscal threshold being met and if not, the funds would revert back to the Capital account.

To see if the Town of Harvard recognizes the local impacts of climate change and choses to address these impacts by adopting the following resolution:

BACKGROUND AND PURPOSE

The Commonwealth of Massachusetts has a legally binding statewide requirement of an 80% reduction in greenhouse gas emissions from 1990 levels by 2050;

The local impacts of climate change are presently evident and are expected to increase in intensity from more severe storm events, increasing heat and drought, increasing pestilence and disease, increasing impacts to water and soil resources, and increasing impacts to native natural and agricultural flora and fauna, resulting in damage to public and private lands and ecosystems in Harvard, and harming the health and welfare of its residents;

Harvard is dependent on greenhouse gas emitting fossil fuels for mobility, heating and cooling, and other basic needs but the availability of energy from renewable sources is growing and becoming more cost effective;

Harvard recognizes that actions taken to address climate change will also benefit our natural resources, be positive for public health, support our quality of life and assure our community's vibrancy well into the future.

NOW BE IT RESOLVED,

1 - Harvard affirms its support for the greenhouse gas reduction goals established by the Commonwealth of Massachusetts and for any subsequently adopted modifications of those goals, and affirms its willingness to change its practices, policies, and procedures in support of achieving the goals established by the Commonwealth in order to mitigate the impacts of climate change;

2 - Harvard commits to evaluating and mitigating the potential negative impacts of climate change associated with all purchases, public projects, planning processes, and policies;

3 - Harvard commits to developing and requiring an environmental assessment process to review all purchases, public projects, planning processes and policies and to make this information readily available to town residents specifically on warrants requiring citizen approval; and

4 - Harvard commits to addressing climate resiliency and adaptation by coordinating the work of Town boards, committees, commissions, and other entities to plan together how to respond to the threats climate change may have on the built environment, natural resources, and the health of its residents.

To implement the above, the Harvard Select Board will establish the means by which this resolution will be achieved and will provide an update to the town on its progress towards establishing the infrastructure in which to accomplish this resolution within one year of its passage. Thereafter reports will be made annually at Town Meeting on the progress the Town has made in regards to this resolution.

Law Office of Thomas A. Gibbons, PC.

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September 14, 2021

VIA IN HAND

Board of Selectmen
Town of Harvard
13 Ayer Road
Harvard, MA 01451

VIA IN HAND

Conservation Commission
Town of Harvard
13 Ayer Road
Harvard, MA 01451

VIA CERTIFIED MAIL

Department of Conservation and Recreation
Jim Montgomery, Commissioner
Attn: State Forester
251 Causeway Street, Suite 90
Boston, MA 02114

RE: NOTICE OF INTENT TO SELL LAND under Massachusetts General Laws Chapter 61B, §9 specifically selling a portion of land located at 39 Glenview Drive, Harvard, Massachusetts, identified as the Town of Harvard Assessor's "**Parcel ID 5/77**".

To Whom It May Concern:

Please be advised that this office represents Daniel F. Ferguson and Anne T. Ferguson. This letter is to serve as notice that Daniel F. Ferguson and Anne T. Ferguson of 39 Glenview Drive, Harvard, Massachusetts 01451, and who can be reached through the care of the Law Office of Thomas A. Gibbons, P.C. at (978) 772-2284, intends to sell a portion of land situated at 39 Glenview Drive, Harvard, Massachusetts for conversion to residential use and construction of a single family home thereon. Specifically, the land to be sold is shown as Lot 2 on a plan entitled "Plan of Land in Harvard, Mass. Prepared for Daniel F. & Anne T. Ferguson" dated June 2021, recorded in the Worcester South Registry of Deeds in Plan Book 958, Page 74. (See Exhibit A.) Lot 2 contains 4.08 acres of land more or less, according to said plan and is a portion of the land shown on Assessor's Map

VIA IN HAND

Board of Assessors
Town of Harvard
13 Ayer Road
Harvard, MA 01451

VIA IN HAND

Planning Board
Town of Harvard
13 Ayer Road
Harvard, MA 01451

RECEIVED
SEP 14 2021

BOARD OF ASSESSORS
TOWN OF HARVARD

5, Parcel 77. This parcel is a portion of the premises described in a deed to Daniel F. Ferguson and Anne T. Ferguson recorded at the Worcester South Registry of Deeds in Book 47402, Page 44. (See Exhibit B.) A copy of the Classified Forest-Agricultural or Horticultural-Recreational Land Tax Lien is recorded at the Worcester South Registry of Deeds in Book 51880, Page 246. (See Exhibit C.)

The Fergusons have received a bona fide offer to purchase this parcel, which is documented in the attached certified copy of a purchase and sale agreement between Daniel F. Ferguson and Anne T. Ferguson and Christine Ofsthun for the amount of \$350,000.00. (See Exhibit D.)

Pursuant to Massachusetts General Laws Chapter 61B, Section 9, the Town of Harvard has one hundred twenty (120) days from the date of the mailing of this Notice in which to provide Daniel F. Ferguson and Anne T. Ferguson written notice of its intent to exercise its rights of first refusal option to meet the bona fide offer to purchase the above-referenced property. Mr. and Mrs. Ferguson respectfully request that if the Town of Harvard, acting by and through its Board of Selectmen, decides that it will not exercise its option, and that decision is made prior to the expiration of the one hundred twenty (120) day option period, that it please notify the Law Office of Thomas Gibbons, on behalf of Mr. and Mrs. Ferguson, of said decision so that the parties may complete the conversion in a more expeditious fashion.

If you have any questions or concerns regarding this matter, please do not hesitate to contact me at the above address and phone number.

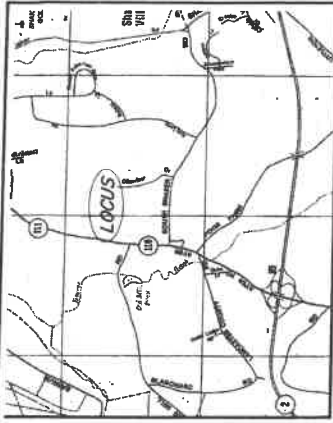
Very truly yours,

A handwritten signature in dark ink, appearing to read 'T. Gibbons', with a long horizontal flourish extending to the right.

Thomas A. Gibbons, Esq.

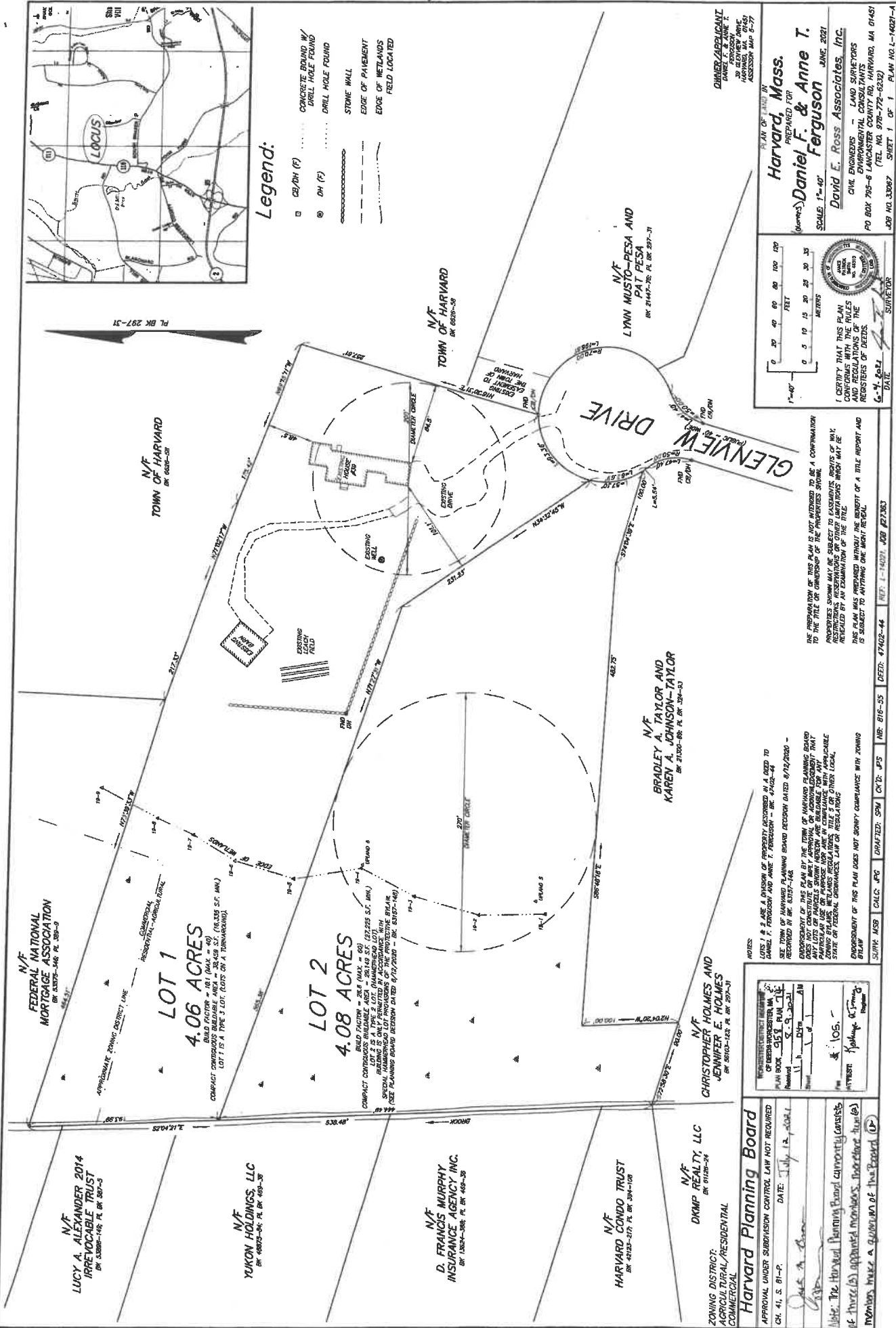
TAG/df
Enclosures
cc: Client

Exhibit A.



Legend:

- CONCRETE BRIDGE W/ DRILL HOLE FOUND
- CONCRETE BRIDGE W/ DRILL HOLE FOUND
- DRILL HOLE FOUND
- STONE WALL
- EDGE OF PAVEMENT
- EDGE OF WETLANDS
- FIELD LOCATED



DINNER APPLICANT
DANIEL F. ROSS
GLENVIEW DRIVE
HARVARD, MASS. 01931
ASSESSOR MAP 5-77

Harvard, Mass.
Daniel F. & Anne T. Ferguson

David E. Ross Associates, Inc.
CIVIL ENGINEERS - LAND SURVEYORS
ENVIRONMENTAL CONSULTANTS
PO BOX 790-8 LANCASTER COUNTY RD, HARVARD, MA 01451
(TEL NO. 978-772-6332)

DATE: 6-14-2014
SHEET 1 OF 1 PLAN NO. L-14021-A

DATE: 6-14-2014
SHEET 1 OF 1 PLAN NO. L-14021-A

DATE: 6-14-2014
SHEET 1 OF 1 PLAN NO. L-14021-A

THE PREPARATION OF THIS PLAN IS NOT GUARANTEED TO BE A COMPLETION OF THE TITLE OR OWNERSHIP OF THE PROPERTIES SHOWN. PROPERTIES SHOWN MAY BE SUBJECT TO EASEMENTS, RIGHTS OF WAY, OR OTHER INTERESTS NOT SHOWN ON THIS PLAN. THE PREPARATION OF THIS PLAN IS NOT GUARANTEED TO BE A COMPLETION OF THE TITLE OR OWNERSHIP OF THE PROPERTIES SHOWN. PROPERTIES SHOWN MAY BE SUBJECT TO EASEMENTS, RIGHTS OF WAY, OR OTHER INTERESTS NOT SHOWN ON THIS PLAN.

NOTES:
1. & 2. ARE A DIVISION OF PROPERTY DESCRIBED IN A DEED TO DANIEL F. ROSS AND ANNE T. FERGUSON - BR. 47402-44
3. SEE TOWN OF HARVARD PLANNING BOARD DECISION DATED 6/12/2020 - BR. 47402-44
4. ANY LOTS OR PARCELS SHOWN HEREON ARE SUBJECT TO ANY APPLICABLE STATE OR FEDERAL ORDINANCES, LAWS OR REGULATIONS
5. CONSEQUENCE OF THIS PLAN DOES NOT CONSTITUTE A TITLE REPORT AND IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION SHOWN ON THIS PLAN.

APPROVED: [Signature]
DATE: July 12, 2021
INTEREST: [Signature]

Harvard Planning Board
APPROVAL UNDER SUBDIVISION CONTROL LAW NOT REQUIRED
CH. 41A, § 81A-2
DATE: July 12, 2021

Note: The Harvard Planning Board currently consists of three (3) appointed members. Therefore, there is no quorum of the Board.

N/F
FEDERAL NATIONAL
MORTGAGE ASSOCIATION
BR. 53095-146 PL. BR. 309-3

N/F
LUCY A. ALEXANDER 2014
IRREVOCABLE TRUST
BR. 53095-146 PL. BR. 309-3

N/F
YUKON HOLDINGS, LLC
BR. 46870-50 PL. BR. 468-38

N/F
TOWN OF HARVARD
BR. 6586-55

N/F
D. FRANCIS MURPHY
INSURANCE AGENCY, INC.
BR. 12824-206 PL. BR. 448-35

N/F
HARVARD CONDO TRUST
BR. 42133-317 PL. BR. 309-108

N/F
BRADLEY A. TAYLOR AND
KAREN A. JOHNSON-TAYLOR
BR. 21300-88 PL. BR. 309-23

N/F
DKMP REALTY, LLC
BR. 91206-24

N/F
CHRISTOPHER HOLMES AND
JENNIFER E. HOLMES
BR. 58042-125 PL. BR. 297-31

N/F
LYNN MUSTO-PESA AND
PAT PESA
BR. 21447-76 PL. BR. 297-31

N/F
TOWN OF HARVARD
BR. 6586-55

N/F
TOWN OF HARVARD
BR. 6586-55

Exhibit B



Bk: 47402 Pg: 44
Page: 1 of 3 05/19/2011 11:29 AM

QUITCLAIM DEED

FEDERAL HOME LOAN MORTGAGE CORPORATION, a corporation organized and existing under the laws of the United States of America of 8050 Jones Branch Drive, Mailstop A62, McLean, VA 22102,

For consideration paid **TWO HUNDRED EIGHTY NINE THOUSAND FOUR HUNDRED AND THIRTY AND 00/100 (\$289,430.00) DOLLARS**

grants to **Daniel F. Ferguson and Anne T. Ferguson**

of 22 Glenview Drive, Harvard, MA 01451

With **Quitclaim Covenants** the following described premises:

Property Address: 39 Glenview Drive, Harvard, MA 01451

A certain parcel of land situated eighty (80) feet, more or less, northwesterly of the circle at the end of Glenview Drive, in Harvard, Worcester County, Massachusetts, bounded and described as follows:

Beginning at the southeasterly corner of the lot at the northeasterly corner of lot 8, said lot being shown on Plan No. 3152 by Perkis Co.,

Thence N. 71° 01' 02" W. by the wall, thirty eight and 05/100 (38.05) feet;

Thence N. 70° 35' 31" W. by the wall three hundred fifteen and 38/100 (315.38) feet to a drill hole in the corner of the wall;

Thence N. 4° degrees 18' 14" E by the wall, one hundred twenty four and 58/100 (124.58) feet;

Thence N. 70° 14' 19" W four hundred sixty six and 85/100 (466.85) feet to the brook at land of Leslie A. Davis, the last four courses being lot 8;

Thence N. 2 ° 4' 20" W by the brook, thirty-five (35) feet;

Thence S. 73° 39' 33" E four hundred sixty four and 51/100 (464.51) feet;

Thence S 71° degrees 2' 17" E two hundred seventeen and 33/100 (217.33) feet;

Thence S 69° 15' 11" E two hundred seventy eight and 12/100 (178.12) feet to the point of beginning. The last five courses being by land of Leslie A. Davis.

Being the parcel of land shown on plan No. M-1091 by Charles A. Perkins, Co. Inc. Clinton Mass. Entitled "Land in Harvard, Mass. Surveyed for Dianne E. Wilkey, October 1966" recorded plan book 305, plan 44.

ALSO:

A certain parcel of land situated in said Harvard, shown as Lot No. 8 on plan entitled "Shaker Glenn, subdivision of land in Harvard, Mass. Surveyed by George V. Moore, scale of 1 inch= 40 feet, October 1965, by Charles A. Perkins CO., Engineers and Surveyors, Clinton, Mass., Plan No. 3152." Said parcel is further bounded and described as follows:

Beginning at the northeasterly corner of Lot No. 7 as shown on the above described plan in the southeasterly corner of Lot No. 8;

Thence running N. 74° 4' 39" W six hundred ninety four and 85/100 (694.85) feet by said Lot 7 to the center of a brook at land of Earl Stone;

Thence turning and running N. 2 ° 4' 20" W by the center of said Brook to the corner of land of Leslie A. Davis;

Thence running S 70° 14' 19" E four hundred sixty six and 85/100 (466.85) feet by said Davis land to a corner at a stone wall;

39 Glenview Drive Harvard MA 01450

12

Thence running S 4° 18' 15" W one hundred twenty four and 58/100 (124.58) feet along a stone wall by said Davis land to a drill hole in the corner of said stone wall;

Thence continuing along the said stone wall S 70° 35' 31" W three hundred fifty and 38/100 (315.38) feet by said Davis land to another stone wall;

Thence continuing from last named stone wall S 70° 35" E by said Davis land thirty-eight and 05/100 (38.05) feet to an easement granted to the Town of Harvard;

Thence running S 16° 30' 31" W by the southwesterly side of said easement seventy nine and 51/100 (70.51) feet to a turn around;

Thence running in a curve to the left in a westerly, southwesterly and southerly direction on said curve on an arc of one hundred fifty and 44/100 (150.44) feet, on a radius of seventy (70) feet, to the point of beginning.

The above mentioned plan was also recorded with the Worcester District Registry of Deeds, Plan Book 297, Plan 31.

Subject to rights re poles and wires as in instrument recorded with said Deeds in Book 4651, Page 217.

Meaning and intending to describe the same premises conveyed in Deed dated November 14, 2005 and recorded with the Worcester County Registry of Deeds in Book 38261, Page 51.

Also a parcel of land situated westerly of Glenview Drive in said Harvard, bounded and described as follows:

Beginning at a point at the southeasterly corner of the premises described, said point being located N 72° 58' 30" W and distant five hundred sixty-three and 16/100 (563.16) feet from a concrete bound on the westerly side of Glenview Drive, thence N 72° 58' 30" W by Lot 6-A shown on a plan hereinafter referred to, ninety (90) feet to the center of a brook at land now or formerly of Earl Stone; thence N 2° 04' 20" W by said Stone land and by said brook two hundred ten (210) feet to a point at the southwesterly corner of Lot 8 shown on a plan hereinafter referred to; thence S 74° 04' 39" E by said Lot 8, five hundred ninety four and 85/100 (594.85) feet to a point at lot 7-B on a plan hereinafter referred to; thence S 86° 48' 16" W by Lot 7-B, four hundred eighty-two and 75/100 (482.75) feet to a point; thence S. 2° 04' 20" E by Lot 7-B, one hundred (100) feet to the point of beginning.

Being Lot 7-A shown on Plan No. M-1278 entitled "Land in Harvard, Mass. surveyed for Dianne E. Wilkey: by Charles A. Perkins Co., Inc. Civil Engineers & Surveyors, Clinton, Mass. dated Jan. 1969, recorded Plan Book 324, Plan 93.

Being a portion of the same premises described in Deed recorded with the Worcester County Registry of Deeds in Book 9354, Page 66.

For title reference see Foreclosure Deed dated July 26, 2010 and recorded August 11, 2010 with the Worcester County Registry of Deeds in Book 46149 Page 140 and 147

THE SELLER IS EXEMPT FROM PAYING THE MASSACHUSETTS STATE EXCISE STAMP TAX BY VIRTUE OF 12 UNITED STATES CODE 1452.

This conveyance is in the ordinary course of business and does not constitute a transfer of all or substantially all of the corporate assets of Federal Home Loan Mortgage Corporation in Massachusetts.

WITNESS the execution and the corporate seal of said corporation this 16th day of May 2011


FEDERAL HOME LOAN MORTGAGE CORPORATION

By: Thomas J. Walsh
As Its Attorney In Fact

For authority see Power of Attorney filed with the Worcester (Southern District) County Registry District of the Land Court as Document No. 72671 See the Vote filed with said Land Court as Document No. 72672

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

May 16, 2011

On this 16th day of May, 2011, before me, the undersigned notary public, personally appeared Thomas J. Walsh, as Attorney In Fact for Federal Home Loan Mortgage Corporation, proved to me through satisfactory evidence of identification, which was personal knowledge to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily as his free act and deed and the free act and deed of Federal Home Loan Mortgage Corporation, before me,

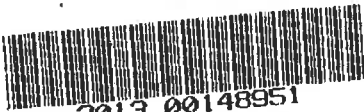


Notary Public: Kristin M. Reynolds
My Commission Expires: October 20, 2017



ATTEST: WORC. Anthony J. Vigliotti, Register

Exhibit C



2013 00148951
Bk: 51880 Pg: 246
Page: 1 of 1 12/23/2013 09:05 AM WD

The Commonwealth of Massachusetts
Harvard

Name of City or Town

Office of the Board of Assessors

Classified Forest-Agricultural or Horticultural-Recreational Land Tax Lien

The Board of Assessors in the city/town of Harvard hereby states it has accepted and approved the application of Daniel & Anne Ferguson

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, 2014 for the fiscal year beginning July 1, 2014

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 5 Block 77 is 39 Glenview Drive, deed reference is Book 47402 Page 44,
total of 8.14 acres of which 6 acres are classified as Chapter 61B Recreational

This statement made on the 19th day of December, 2013 constitutes a lien upon the property as provided in General Laws Chapter 61, § 2 ☐ 61A, § 9 ☐ 61B, § 6 ☒.

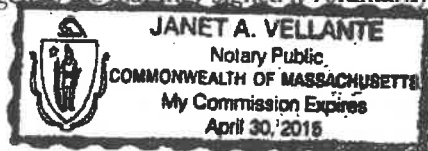
[Signature]
[Signature]
[Signature]
Board of Assessors

The Commonwealth of Massachusetts

Worcester

ss.

On this 19th day of Dec., 2013, before me, the undersigned notary public, personally appeared Joseph Theriault, Debra George, Don Graham, as Board of Assessors for the city/town of Harvard, proved to me through satisfactory evidence of identification, which were personally known, 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.



My commission expires _____

[Signature]
Notary Public

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE

ATTEST: WORC. Anthony J. Vigliotti, Register

EXhibit V

CERTIFIED TO BE A TRUE COPY

STANDARD FORM LAND PURCHASE AND SALE AGREEMENT

BY Anne Ferguson

20th 08/20/21 4:37 PM EDT
This XX day of June, 2021

From the Office of: Thomas A. Gibbons
21 Park St, Ayer, MA 01432
Ofc: 978-772-2284 fax: 978-772-0226

1. **PARTIES AND MAILING ADDRESSES**
Daniel F. Ferguson and Anne T. Ferguson of 39 Glenview Drive, Harvard, MA 01451, hereinafter called the SELLER, agrees to SELL and Christine Ofsthun of Littleton, Ma, hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises: Lot 2, 39 Glenview Drive, Harvard, MA 01451
2. **DESCRIPTION**
A lot containing 177,724.8 sq. ft. +/- of land presently known and numbered as Lot 2, 39 Glenview Drive, , Harvard, MA 01451 being a portion of the premise in the deed to the Seller dated May 16, 2011 and recorded with the Worcester South District Registry of Deeds in Book 47402, Page 44 (the "Premises").
3. **TITLE DEED**
Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:
(a) Provisions of existing building and zoning laws;
(b) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
(c) Any liens for municipal betterments assessed after the date of closing;
(d) Easements, restrictions and reservations of record, if any, provided the same do not interfere with the use of the property for single family dwelling purposes.;
4. **PLANS**
If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.
5. **REGISTERED TITLE**
In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient for issuance of a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable such Certificate of Title to be issued.
6. **PURCHASE PRICE**
The agreed purchase price for said premises is Three Hundred Fifty Thousand dollars (\$350,000.00), of which

\$ 500.00	has been paid as a deposit with the accepted offer and
\$ 17,000.00	has been paid as a deposit upon execution of the Purchase and
\$ 332,500.00	Sale Agreement
	are to be paid at the time of delivery of the deed in cash, or by
	certified, cashier's, treasurer's or bank check(s).
\$ 350,000.00	TOTAL
7. **TIME FOR PERFORMANCE; DELIVERY OF DEED**
Such deed is to be delivered at 1:00 p.m., on the 13th day of October, 2021, at the Worcester South Registry of Deeds, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement. Closing can occur remotely or at buyer's attorney's office upon 3 days' notice.
8. **POSSESSION AND CONDITION OF PREMISES**
Full possession of said premises FREE OF all tenants and occupants is to be delivered at the time of the delivery of the deed, said premises to be then in compliance with provisions of any instrument referred to in clause 4 hereof.
9. **EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM**
If the 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 any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto, unless the SELLER elects to 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 SELLER shall give written

notice thereof to the BUYER at or before the time for performance hereunder, and there upon the time for performance hereof shall be extended for a period of thirty days.

10. **FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.**

If at the expiration of the extended time 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 as herein agreed, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.
11. **BUYER'S ELECTION TO ACCEPT TITLE**

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title.
12. **ACCEPTANCE OF DEED**

The acceptance of a deed by the BUYER 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.
13. **USE OF MONEY TO CLEAR TITLE**

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 or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.
14. **ADJUSTMENTS**

Taxes for the then current fiscal year, shall be apportioned, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. .
15. **ADJUSTMENT OF UNASSESSED AND ABATED TAXES**

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 fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.
16. **BROKER'S FEE**

A Broker's fee for professional services is due from the SELLER to the MRM Associates, but only if, as, and when the SELLER receives the full purchase price pursuant to this Agreement, and the BUYER accepts and records the SELLER'S deed but not otherwise and regardless of the reason for failing to close hereunder. MRM Associates shall pay a co-broker fee to Cowley Associates Real Estate.
17. **BROKER(S) WARRANTY**

The Broker(s) named herein MRM Associates and Cowley Associates Real Estate warrant(s) that the Broker(s) is (are) duly licensed as such by the Commonwealth of Massachusetts.
18. **DEPOSIT**

All deposits made hereunder shall be held in escrow by MRM Associates as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this agreement pending instructions mutually given in writing by the SELLER and the BUYER.

19. **BUYER'S
DEFAULT;
DAMAGES**
- If the BUYER shall fail to fulfill the BUYER'S agreement herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages, which shall be the Seller's sole remedy at law and in equity. Seller and Buyer hereby agree that this liquidated damages provision provides a reasonable forecast, at the time of the signing of this Agreement, of Seller's losses, which are difficult to determine, that could result if Buyer does not consummate the purchase on the closing date provided for herein, including without limitation any losses which could result from Seller's inability to resell the premises for the same agreed purchase price due to any number of any presently undeterminable factors, whether or not any such losses are actually incurred by Seller. The Buyer and Seller have carefully reviewed this default provisions of the Purchase and Sale Agreement prior to entering the Agreement, with the benefit of qualified legal counsel of their choosing, and hereby acknowledge that this is a fair and reasonable liquidated damages clause and not a penalty.
20. **RELEASE BY
HUSBAND OR
WIFE**
- The SELLER'S spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises.
21. **BROKER AS
PARTY**
- The Broker(s) named herein join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to the Broker(s), and to any amendments or modifications of such provisions to which the Broker(s) agree(s) in writing.
22. **LIABILITY OF
TRUSTEE,
SHAREHOLDER,
BENEFICIARY,
etc.**
- If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
23. **WARRANTIES
AND
REPRESENTATIONS**
- The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he 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 and representations, if any, made by either the SELLER or the Broker(s): None
24. **MORTGAGE
CONTINGENCY
CLAUSE**
- Not Applicable. Cash purchase.
25. **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 ensures 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.
26. **ADDITIONAL
PROVISIONS**
- The initialed riders, if any, attached hereto, are incorporated herein by reference.
- Any matter of practice arising under or relating to this agreement which is the subject of a title standard or a practice standard of the Massachusetts Real Estate Bar Association at the time for delivery of the deed shall be covered by said title standard or practice standard to the extent applicable.

Christine Ofsthun is a Massachusetts licensed real estate agent.

This sale is subject to the Town of Harvard releasing Chapter 61B lien in a timely fashion.

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

Authenti

Anne F. Ferguson

08/20/2021

9:43 PM

8/20/2021 9:43:58 PM EDT

SELLER

Authenti

Daniel F. Ferguson

08/20/2021

7:07 PM

8/20/2021 7:07:35 PM EDT

Date

SELLER

Date

BUYER

Christine Ojthum

detloop verifed
08/20/21 4:57 PM EDT
MICN-ZBAM-ACOB-WZRB

Date

BUYER

Date

