

Hanh Nguyen
17 Carriage Dr
Brimfield, MA 01010

RECEIVED
JAN 24 2024
CONSERVATION

Re: 38 Hamilton Rd Sturbridge, MA 01566 and 40 Hamilton Rd Sturbridge, MA 01566

Jan 22, 2024

Please find my intent to convert Ch 61B land to other use and sell said land. I am sending this notice of intent by certified mail this day, Jan 22, 2024, to the Sturbridge Board of Assessors, Sturbridge Conservation Commission, Sturbridge Planning Board, Sturbridge Board of Selectman, and Commissioner of Department of Conservation and Recreation.

Respectfully submitted,


Hanh Nguyen



Iwona Miller 1/22/24

Notice of intent to convert and sell

Jan 22, 2024

To Sturbridge Conservation Commission
308 Main St
Sturbridge, MA 01566

Re: 38 and 40 Hamilton Rd Sturbridge, MA 01566

The above-mentioned parcels of land are intended to be converted (out of Ch 61B) to residential use and sold to Sara and Ryan Latour. 38 Hamilton Road is 6.65 acres while 40 Hamilton Road is 1 acre. Included with this letter are maps of both parcels and contract to purchase.

Sincerely,



Hanh Nguyen
17 Carriage Dr
Brimfield, MA 01010

CC: Sturbridge Planning Board
Sturbridge Board of Assessors
Sturbridge Board of Selectman
Commissioner of Department of Conservation and Recreation

40 hamilton road

Identify Layers About



0' 128.45' 1.12'

230 8.50 AC

16442.1391 10193.72089

...ETS TRK

Tighe & Bond

105438

38 hamilton road

Identify Layers About



16842.1984 Long: 72.0876

Tyher Bond 90

CONTRACT TO PURCHASE REAL ESTATE #501 (Page 1 of 2)

(With Contingencies)

(Binding Contract. If Legal Advice Is Desired, Consult An Attorney.)



MASSACHUSETTS ASSOCIATION OF REALTORS®

From: BUYER(S):

Name(s):

Address:

[Empty box for Buyer Name and Address]

To:

OWNER OF RECORD ("SELLER"):

Name(s):

Address:

[Empty box for Seller Name and Address]

The agent Rich Jenkins is operating in this transaction as:

Buyer's Agent Seller's Agent Facilitator Dual Agent

on behalf of Sarah & Ryan Latour

This provision does not eliminate the requirement to have a signed Mandatory Real Estate Licensee-Consumer Relationship Disclosure, but acts to satisfy Standard of Practice 16-10 in the REALTOR® Code of Ethics.

The BUYER offers to purchase the real property described as 38-40 Hamilton Rd, Sturbridge, MA 01566

m/s # - 73102570

together with all buildings and improvements thereon (the "Premises")

to which I have been introduced by Real broker llc upon the following terms and conditions:

1. Purchase Price: The BUYER agrees to pay the sum of \$ 30,000 to the SELLER for the purchase of the Premises (the "Offer"), due as follows:

- i. \$ 1,000 as a deposit to bind this Offer
 and delivered herewith to the Seller or Seller's agent
 or to be delivered forthwith upon receipt of written acceptance
ii. \$ 4,000 as an additional deposit upon executing the Purchase And Sale Agreement;
iii. Balance by bank's, cashier's, treasurer's or certified check or wire transfer at time for closing.

2. Duration Of Offer. This Offer is valid until 12:00 a.m./p.m. on 01/22/2024 by which time a copy of this Offer shall be signed by the SELLER, accepting this Offer and returned to the BUYER, otherwise this Offer shall be deemed rejected and the money tendered herewith shall be returned to the BUYER.

3. PurchaseAndSaleAgreement. TheSELLERandtheBUYERshall, onorbefore 5:00 a.m./p.m. on 01/30/2024 execute the Standard Purchase and Sale Agreement of the MASSACHUSETTS ASSOCIATION OF REALTORS® or substantial equivalent which, when executed, shall become the entire agreement between the parties and this Offer shall have no further force and effect.

4. Closing. The SELLER agrees to deliver a good and sufficient deed conveying good and clear record and marketable title at 10:00 a.m./p.m. on 05/15/2024 or sooner at the Worcester County Registry of Deeds or such other time or place as may be mutually agreed upon by the parties.

5. Escrow. The deposit shall be held by Real broker llc, as escrow agent, subject to the terms hereof. Endorsement or negotiation of this deposit by the real estate broker shall not be deemed acceptance of the terms of the Offer. In the event of any disagreement between the parties concerning to whom escrowed funds should be paid, the escrow agent may retain said deposit pending written instructions mutually given by the BUYER and SELLER.

6. Contingencies. It is agreed that the BUYER'S obligations under this Offer and any Purchase and Sale Agreement signed pursuant to this Offer are expressly conditioned upon the following terms and conditions:

a. Mortgage. (Delete If Waived) The BUYER'S obligation to purchase is conditioned upon obtaining a written commitment for financing in the amount of \$ CASH at prevailing rates, terms and conditions by CASH

The BUYER shall have an obligation to act reasonably diligently to satisfy any condition within the BUYER'S control. If, despite reasonable efforts, the BUYER has been unable to obtain such written commitment the BUYER may terminate this agreement by giving written notice that is received by 5:00 p.m. on the calendar day after the date set forth above.



CONTRACT TO PURCHASE REAL ESTATE #501 (Page 2 of 2)
 (With Contingencies)



MASSACHUSETTS ASSOCIATION OF REALTORS®

reasonable efforts to obtain financing unless the BUYER has submitted one application by CASH and acted reasonably promptly in providing additional information requested by the mortgage lender.

b. Inspections. (Delete If Waived) The BUYER'S obligations under this agreement are subject to the right to obtain inspection(s) of the Premises or any aspect thereof, including, but not limited to, home, pest, radon, lead paint, energy usage/efficiency, septic/sewer, water quality, and water drainage by consultant(s) regularly in the business of conducting said inspections, of BUYER'S own choosing, and at BUYER'S sole cost by 01/31/2024. If the results are not satisfactory to BUYER, in BUYER'S sole discretion, BUYER shall have the right to give written notice received by the SELLER or SELLER'S agent by 5:00 p.m. on the calendar day after the date set forth above, terminating this agreement. Upon receipt of such notice this agreement shall be void and all monies deposited by the BUYER shall be returned. Failure to provide timely notice of termination shall constitute a waiver. In the event that the BUYER does not exercise the right to have such inspection(s) or to so terminate, the SELLER and the listing broker are each released from claims relating to the condition of the Premises that the BUYER or the BUYER'S consultants could reasonably have discovered.

7. Representations/Acknowledgments. The BUYER acknowledges receipt of an agency disclosure, lead paint disclosure (for residences built before 1978) and Home Inspectors Facts For Consumers brochure (prepared by the Office of Consumer Affairs). The BUYER is not relying upon any representation, verbal or written, from any real estate broker or licensee concerning legal use. Any reference to the category (single family, multi-family, residential, commercial) or the use of this property in any advertisement or listing sheet, including the number of units, number of rooms or other classification is not a representation concerning legal use or compliance with zoning by-laws, building code, sanitary code or other public or private restrictions by the broker. The BUYER understands that if this information is important to BUYER, it is the duty of the BUYER to seek advice from an attorney or written confirmation from the municipality. In addition, the BUYER acknowledges that there are no warranties or representations made by the SELLER or any broker on which BUYER relies in making this Offer, except those previously made in writing and the following: (if none, write "NONE"):

none

8. Buyer's Default. If the BUYER defaults in BUYER'S obligations, all monies tendered as a deposit shall be paid to the SELLER as liquidated damages and this shall be SELLER'S sole remedy.

9. Additional Terms. Contingent upon the denial of the town of Sturbridge's right of first refusal Seller to take land out of 61b and be responsible for any back taxes owed if any.

<i>Ryan Letour</i>	<i>Sarah Letour</i>		
BUYER	BUYER	Date	Date

SELLER'S REPLY

SELLER(S): (check one and sign below)
 (a) ACCEPT(S) the Offer as set forth above at _____ a.m./p.m. on this _____ day of _____.
 (b) REJECT(S) the Offer.
 (c) Reject(s) the Offer and MAKE(S) A COUNTEROFFER on the following terms:

This Counteroffer shall expire at _____ a.m./p.m. on _____ if not withdrawn earlier.

	<i>Hank Nguyen</i>		
SELLER	SELLER	Date	Date

(IF COUNTEROFFER FROM SELLER) BUYER'S REPLY

The BUYER: (check one and sign below):
 (a) ACCEPT(S) the Counteroffer as set forth above at _____ a.m./p.m. on this _____ day of _____.
 (b) REJECT(S) the Counteroffer.

BUYER	BUYER	Date	Date

RECEIPT FOR DEPOSIT

I hereby acknowledge receipt of a deposit in the amount of \$ _____ from the BUYER this _____ day of _____.

Escrow Agent or Authorized Representative

