

	Town of Plymouth <b>Internal Procedure – Chapter 61 Lands</b>
Effective Date	Immediately
Expiration Date	None
Town Manager	Approved July 3, 2013

**PURPOSE:**

The purpose is to establish an internal procedure for staff administration when a receipt of notice to sell or convert is received for lands under M.G.L Chapter 61, 61A and 61B.

**GENERAL GUIDELINES:**

- The Town Manager’s office in conjunction with the Department of Planning and Development and the Assessor’s office will be administering the review of rights of first refusals associated with Chapter 61 Land.
- The Town Manager’s office will conduct the initial review of all rights of first refusal notifications.
  - *Determination of **Bona Fide Offer** will be reviewed by Town Counsel and funded by the Community Preservation Committee.*
  - *The Town Manager’s office will consult with Town Counsel for other items on an as needed basis with any Chapter 61 notice.*
  - ***INCOMPLETE FILING:** Per M.G.L. Chapter 61, 61A and 61B, any notice of intent to sell or convert that does not contain all of the material required for notice, the Town, within **30 Days** after receipt of notice shall notify the landowner in writing that the notice is insufficient and does not comply.*
- For a notice to convert, the Town will always order a property appraisal to meet the 30 day deadline unless extenuating circumstances exist as determined by the Town Manager after consultation with the Director of Marine and Environmental Affairs and Director of Planning and Development and the notification to the Chairman of the Board of Selectmen. The appraisal will be funded by the Community Preservation Committee (CPC).
- Upon receipt of notice to sell or convert under Chapter 61, the notice will be a reoccurring Selectmen agenda item until the statutory time requirements have expired or a decision has been rendered.

- After the initial review, the Town Manager's office is required to notify the following departments, personnel and committees:
  - Board of Selectmen
  - Board of Assessors
  - Planning Board
  - Conservation Commission
  - State Forester
  - Fire Department
  - Parks Department
  - Police Department
  - Department of Public Works
  - School Department
  - Recreation Department
  - Department of Marine & Environmental Affairs
  - Economic Development
  - Community Preservation Committee
  - Open Space Committee
  - Steering Committee (if necessary)
  - Wildlands Trust of SE Mass.
  - The Nature Conservancy
  - Abutters

*The notification to the above listed groups will specifically list a response deadline, locus map with abutting Town land and a copy of the notification/offer from the landowner.*

#### **CHECKLISTS:**

The following checklists shall be used by the Town Manager's office to ensure that all statutory requirements under M.G.L. Chapter 61 are followed.





## Summary of M.G.L. Chapter 61, 61A and 61B Requirements

### **Chapter 61 Sale (Section 8)**

Any notice of intent to sell for other use shall be accompanied by:

- A statement of intent to sell,
- A statement of proposed use of the land,
- The location and acreage of land as shown on a map drawn at the scale of the assessors map,
- The name, address and telephone number of the landowner,
- A **certified copy** of an executed purchase and sale agreement specifying:
  - The purchase price, and
  - All terms and conditions of the proposed sale, which shall be a bona fide offer as described below.
- Any additional agreements or a statement of any additional consideration for any contiguous land under the same ownership, and not classified under this chapter, but sold or to be sold contemporaneously with the proposed sale.

A bona fide offer to purchase shall mean a good faith offer, **not dependent** upon:

- Potential changes to current zoning, or
- Conditions or contingencies relating to the potential for, or the potential extent of, subdivision of the property made by a party unaffiliated with the landowner for a fixed consideration payable upon delivery of the deed.

### **Chapter 61 Conversion**

Any notice of intent to convert to other use shall be accompanied by:

- A statement of intent to convert,
- A statement of proposed use of the land,
- The location and acreage of land as shown on a map drawn at the scale of the assessors map,
- The name, address and telephone number of the landowner and the landowner's attorney, if any.

### **For Both Sale and Conversion**

The notice of intent to sell or convert shall be sent by the landowner, by certified mail or hand-delivered, to:

- The Board of Selectmen,
- Board of Assessors,
- Planning Board,
- Conservation Commission, and
- The State Forester addressed to the Commissioner of the Department of Conservation and Recreation
- A notarized affidavit that the landowner has mailed or delivered a notice of intent to sell or convert shall be conclusive evidence that the landowner has mailed the notice in the manner and at the time specified.
- Each affidavit shall have attached to it a copy of the notice of intent to which it relates.
- The notice of intent to sell or convert shall be considered to have been duly mailed if:

- Addressed to the Board of Selectmen in care of the Town Clerk,
- To the Planning Board if addressed to them directly,
- Conservation Commission if addressed to them directly,
- To the State Forester if addressed to the Commissioner of the Department of Conservation and Recreation. and
- To the Assessors if addressed to them directly.

### **Incomplete Filing**

If the notice of intent to sell or convert **does not contain** all of the material as described above, then the town, **within 30 days** after receipt, shall notify the landowner in writing that the notice is insufficient and does not comply.

### **Establishing Value of Conversion Land**

In the case of intended or determined **conversion** not involving sale, the municipality shall have an option to purchase the land at full and fair market value.

- To be determined by an impartial appraisal performed by a certified appraiser,
- Hired at the expense of the municipality or its assignee,
- The original appraisal to be completed and delivered to the landowner **within 30 days** after the notice of conversion to the municipality.
- In the event that the landowner is dissatisfied with the original appraisal, the landowner may, at the landowner's expense, contract for a second appraisal,
- The second appraisal to be completed **within 60 days** after the delivery of the notice to convert.
- If, after completion of the second appraisal, the parties cannot agree on a consideration, the parties shall contract with a mutually acceptable appraiser for a third appraisal whose cost will be borne equally by both parties.
- The third appraisal shall be delivered to both parties **within 90 days** after the notice of conversion to the municipality and shall be the final determination of consideration.
- Upon agreement of a consideration, the town shall then have **120 days to exercise** its option.
- During the appraisal process, the landowner may revoke the intent to convert at any time and with no recourse to either party.
- This option may be exercised only after a **public hearing**
- After the public hearing, written notice signed by the Board of Selectmen shall be mailed to the landowner by certified mail at such address as may be specified in the notice of intent.
- Notice of the public hearing shall be given in accordance with section 23B of Chapter 39.

### **For Both Sale and Conversion**

#### **Notice to Exercise**

The notice of exercise shall be:

- Recorded at the Registry of Deeds, and
- Shall contain the name of the record owner of the land and description of the premises adequate for identification of it.

### **Exercising Option**

The notice to the landowner of the Town's election to exercise its option shall be:

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- Accompanied by a proposed purchase and sale contract or other agreement between the town and the landowner,
- If executed, the purchase and sales agreement must be fulfilled within a period of not more than **90 days** after the date the contract or agreement, endorsed by the landowner, is returned by certified mail to the Board of Selectmen, or upon expiration of any extended period the landowner has agreed to in writing, whichever is later.

### **Assigning Rights to Purchase**

At the **public hearing**, the Town may assign its option to a nonprofit conservation organization or to the Commonwealth or any of its political subdivisions under terms and conditions that the Board of Selectmen may consider appropriate. Notice of the public hearing shall be given in accordance with section 23B of chapter 39.

The assignment shall be:

- For the purpose of maintaining no less than 70 percent of the land in use as forest land as agricultural and horticultural land or as recreation land, and
- In no case shall the assignee develop a greater proportion of the land than was proposed by the developer whose offer gave rise to the assignment.
- All land other than land that is to be developed shall then be bound by a permanent deed restriction that meets the requirements of chapter 184.

If the first refusal option has been assigned to a nonprofit conservation organization or to the Commonwealth or any of its political subdivisions:

- The Board of Selectmen shall provide written notice of assignment to the landowner.
- The notice of assignment shall state the name and address of the organization or agency of the Commonwealth which will exercise the option in addition to the terms and conditions of the assignment.
- The notice of assignment shall be recorded with the Registry of Deeds.

### **Failure to Act**

Failure to record either the notice of exercise or the notice of assignment within the 120 day period shall be conclusive evidence that the Town has not exercised its option.

### **Notice to Exercise**

If the option has been assigned to a nonprofit conservation organization or to the Commonwealth or any of its political subdivisions:

- The option may be exercised by the assignee only by written notice to the landowner signed by the assignee, mailed to the landowner by certified mail at the address that is specified in the notice of intent.
- The notice of exercise shall also be recorded with the Registry of Deeds and shall contain the name of the record owner of the land and description of the premises adequate for identification of them.

The notice of exercise to the landowner shall be accompanied by:

- A proposed purchase and sale contract or other agreement between the assignee and landowner which,
- If a Purchase and Sales agreement is executed, it shall be fulfilled within a period of not more than 90 days, or upon expiration of any extended period the landowner has agreed to

in writing, from the date the contract or agreement, endorsed by the landowner, is returned by certified mail to the assignee.

During the 120 day period, the Town or its assignees, shall have the right, at reasonable times and upon reasonable notice, to enter upon said land for the purpose of surveying and inspecting said land, including but not limited to soil testing for purposes of Title V and the taking of water samples.

The Town or its assignee shall have all rights assigned to the buyer in the purchase and sales agreement contained in the notice of intent.

### **Not to Exercise**

If Town elects **not to exercise the option, and not to assign its right** to exercise the option, the Town shall:

- Send written notice of non-exercise signed by the Board of Selectmen to the landowner by certified mail at the address that is specified in the notice of intent.
- The notice of non-exercise shall contain the name of the owner of record of the land and description of the premises adequate for identification of them, and shall be recorded with the Registry of Deeds.

No sale or conversion of the land shall be consummated until the option period has expired or the notice of non-exercise has been recorded with the Registry of Deeds, and no sale of the land shall be consummated if the terms of the sale differ in any material way from the terms of the Purchase and Sale agreement which accompanied the bona fide offer to purchase as described in the notice of intent to sell except as provided in this section.

### **Foreclosure**

This section shall not apply to a mortgage foreclosure sale, but the holder of a mortgage shall, at least **90 days before a foreclosure sale**, send:

Written notice of the time and place of the sale to the parties

The notice shall be sent by the landowner, by certified mail or hand-delivered, to:

- The Board of Selectmen,
- Board of Assessors,
- Planning Board,
- Conservation Commission, and
- The State Forester addressed to the Commissioner of the Department of Conservation and Recreation,
- A notarized affidavit that the landowner has mailed or delivered a notice of intent to sell or convert shall be conclusive evidence that the landowner has mailed the notice in the manner and at the time specified.
- Each affidavit shall have attached to it a copy of the notice of intent to which it relates.
- The notice of intent to sell or convert shall be considered to have been duly mailed if:
  - Addressed to the Board of Selectmen in care of the Town Clerk,
  - To the Planning Board if addressed to them directly,
  - To the Conservation Commission if addressed to them directly,
  - To the State Forester addressed to the Commissioner of the Department of Conservation and Recreation, and
  - To the Assessors if addressed to them directly.



## Chapter 61A (Section 14)

### Chapter 61A Sale

Any notice of intent to sell for other use shall be accompanied by:

- A statement of intent to sell,
- A statement of proposed use of the land,
- The location and acreage of land as shown on a map drawn at the scale of the assessors map,
- The name, address and telephone number of the landowner.
- A **certified copy** of an executed Purchase and Sale agreement specifying the purchase price and all terms and conditions of the proposed sale, which is limited to only the property classified under this chapter, and which shall be a bona fide offer as described below.
- Any additional agreements or a statement of any additional consideration for any contiguous land under the same ownership, and not classified under this chapter, but sold or to be sold contemporaneously with the proposed sale.

A bona fide offer to purchase shall mean a good faith offer, **not dependent** upon

- Potential changes to current zoning, or
- Conditions or contingencies relating to the potential for, or the potential extent of, subdivision of the property made by a party unaffiliated with the landowner for a fixed consideration payable upon delivery of the deed.

### Chapter 61A Conversion

Any notice of intent to convert to other use shall be accompanied by:

- A statement of intent to convert, a statement of proposed use of the land, the location and acreage of land as shown on a map drawn at the scale of the assessors map,
- The name, address and telephone number of the landowner and the landowner's attorney, if any.

### For Both Sale and Conversion

The notice of intent to sell or convert shall be sent by the landowner by certified mail or hand delivered to the:

- Board of Selectmen,
- Assessors,
- Planning Board,
- Conservation Commission,
- State Forester addressed to the Commissioner of the Department of Conservation and Recreation,
- A notarized affidavit that the landowner has mailed or delivered a notice of intent to sell or convert shall be conclusive evidence that the landowner has mailed the notice in the manner and at the time specified.
- Each affidavit shall have attached to it a copy of the notice of intent to which it relates.
- The notice of intent to sell or convert shall be considered to have been duly mailed if:
  - Addressed to the Board of Selectmen in care of the Town Clerk;
  - To the Planning Board if addressed to them directly;
  - Conservation Commission if addressed to them directly;
  - To the State Forester if addressed to the Commissioner of the Department of Conservation and Recreation, and

- To the Assessors if addressed to them directly.

For a period of 120 days after the day following the latest date of deposit in the United States mail of any notice which complies with this section, the Town shall have, in the case of intended sale, a first refusal option to meet a bona fide offer to purchase the land.

### **Incomplete Filing**

If the notice of intent to sell or convert does not contain all of the material described above, then the Town within 30 days after receipt, shall notify the landowner in writing that notice is insufficient and does not comply.

### **Establishing Value of Conversion Land**

In the case of intended or determined conversion not involving sale, the municipality shall have an option to purchase the land at full and fair market value to be determined by:

- An impartial appraisal performed by a certified appraiser hired at the expense of the municipality or its assignee, the original appraisal to be completed and delivered to the landowner **within 30 days** after the notice of conversion to the municipality.
- In the event that the landowner is dissatisfied with the original appraisal, the landowner may, at the landowner's expense, contract for a second appraisal, to be completed **within 60 days** after the delivery of the notice to convert.
- If, after completion of the second appraisal, the parties cannot agree on a consideration, the parties will contract with a mutually acceptable appraiser for a third appraisal whose cost will be borne equally by both parties. The third appraisal shall be delivered to both parties **within 90 days** after the notice of conversion to the municipality and shall be the final determination of consideration.
- Upon agreement of a consideration, the Town shall then have **120 days to exercise** its option. During the appraisal process, the landowner may revoke the intent to convert at any time and with no recourse to either party.
- The option may be exercised only after a **public hearing**
- After the public hearing written notice signed by the Board of Selectmen, shall be mailed to the landowner by certified mail at the address that is specified in the notice of intent.
- Notice of public hearing shall be given in accordance with section 23B of chapter 39.

### **For Both Sale and Conversion**

The notice of exercise shall be:

- Recorded at the Registry of Deeds, and
- Shall contain the name of the record owner of the land and description of the premises adequate for identification of them.

### **Exercising Option**

- The notice to the landowner of the Town's election to exercise its option shall be accompanied by a proposed purchase and sale contract or other agreement between the Town and the landowner.
- If executed fulfilled within a period of not more than **90 days** after the date the contract or agreement, endorsed by the landowner, is returned by certified mail to the Board of Selectmen, or upon expiration of any extended period that the landowner has agreed to in writing, whichever is later.

### **Assigning Rights to Purchase**

At the **public hearing**, the Town may assign its option to a nonprofit conservation organization or to the Commonwealth or any of its political subdivisions under the terms and conditions that the Board of Selectmen may consider appropriate. Notice of public hearing shall be given in accordance with section 23B of chapter 39.

The assignment shall be

- For the purpose of maintaining no less than 70 percent of the land in use as forest land, as agricultural and horticultural land.
- In no case shall the assignee develop a greater proportion of the land than was proposed by the developer whose offer gave rise to the assignment.
- All land other than land that is to be developed shall then be bound by a permanent deed restriction that meets the requirements of chapter 184.

If the first refusal option has been assigned to a nonprofit conservation organization or to the Commonwealth or any of its political

- The Board of Selectmen shall provide written notice of assignment to the landowner.
- The notice of assignment shall state the name and address of the organization or agency of the Commonwealth which will exercise the option in addition to the terms and conditions of the assignment.
- The notice of assignment shall be recorded with the Registry of Deeds.

### **Failure to Act**

Failure to record either the notice of exercise or the notice of assignment within the 120 day period shall be conclusive evidence that the Town has not exercised its option.

### **Notice to Exercise**

If the option has been assigned to a nonprofit conservation organization or to the Commonwealth or any of its political subdivisions, the option may be exercised by the assignee only:

- By written notice to the landowner signed by the assignee, mailed to the landowner by certified mail at the address that is specified in the notice of intent.
- The notice of exercise shall also be recorded with the Registry of Deeds and shall contain the name of the record owner of the land and description of the premises adequate for identification of them.
- The notice of exercise to the landowner shall be accompanied by a proposed Purchase and Sale contract or other agreement between the assignee and landowner which, if executed, shall be fulfilled within a period of not more than **90 days**, or upon expiration of any extended period the landowner has agreed to in writing, from the date the contract or agreement, endorsed by the landowner, is returned by certified mail to the assignee.

During the 120 day period, the Town or its assignees, shall have the right, at reasonable times and upon reasonable notice, to enter upon the land for the purpose of surveying and inspecting the land, including, but not limited to, soil testing for purposes of Title V and the taking of water samples.

The Town or its assignee shall have all rights assigned to the buyer in the purchase and sale agreement contained in the notice of intent.

### **Not to Exercise**

If the Town elects not to exercise the option, and not to assign its right to exercise the option, the Town shall

- Send written notice of nonexercise, signed by the Board of Selectmen, to the landowner by certified mail at the address that is specified in the notice of intent.
- The notice of nonexercise shall contain the name of the owner of record of the land and description of the premises adequate for identification of them.
- Shall be recorded with the Registry of Deeds.

No sale or conversion of the land shall be consummated until the option period has expired or the notice of nonexercise has been recorded with the Registry of Deeds, and no sale of the land shall be consummated if the terms of the sale differ in any material way from the terms of the purchase and sale agreement which accompanied the bona fide offer to purchase as described in the notice of intent to sell except as provided in this section.

### **Foreclosure**

This section shall not apply to a mortgage foreclosure sale, but the holder of a mortgage shall, at least **90 days before a foreclosure sale** send written notice of the time and place of the sale to the parties in the manner described in this section for notice of intent to sell or convert, and the giving of notice may be established by an affidavit as described in this section.

## **Chapter 61B (Section 9)**

### **Chapter 61B Sale**

Any notice of intent to sell for such other use shall be accompanied by

- A statement of intent to sell,
- A statement of proposed use of the land,
- The location and acreage of land as shown on a map drawn at the scale of the assessors map, and
- The name, address and telephone number of the landowner.
- A **certified copy** of an executed Purchase and Sale agreement specifying the purchase price and all terms and conditions of the proposed sale, which is limited to only the property classified under this chapter, and which shall be a bona fide offer as described below.
- Any notice of intent to sell for other use shall also be accompanied by any additional agreements or a statement of any additional consideration for any contiguous land under the same ownership, and not classified under this chapter, but sold or to be sold contemporaneously with the proposed sale.

For the purposes of this chapter, a bona fide offer to purchase shall mean a good faith offer, not dependent upon:

- Potential changes to current zoning, or
- Conditions or contingencies relating to the potential for, or the potential extent of, subdivision of the property, made by a party unaffiliated with the landowner for a fixed consideration payable upon delivery of the deed.

### **Chapter 61B Conversion**

Any notice of intent to convert to other use shall be

- Accompanied by a statement of intent to convert,
- A statement of proposed use of such land,
- The location and acreage of land as shown on a map drawn at the scale of the assessors map,
- The name, address and telephone number of the landowner and the landowner's attorney, if any.

### **For Both Sale and Conversion**

The notice of intent to sell or convert shall be:

- Sent by the landowner by certified mail or hand delivered to Board of Selectmen,
- Board of Assessors,
- Planning Board,
- Conservation Commission,
- State Forester addressed to the Commissioner of the Department of Conservation and Recreation,
- A notarized affidavit that the landowner has mailed or delivered a notice of intent to sell or convert shall be conclusive evidence that the landowner has mailed the notice in the manner and at the time specified.
- Each affidavit shall have attached to it a copy of the notice of intent to which it relates.
- The notice of intent to sell or convert shall be considered to have been duly mailed if

- Addressed to the Board of Selectmen in care of the Town Clerk;
- Planning Board if addressed to them directly
- Conservation Commission if addressed to them directly;
- State Forester if addressed to the Commissioner of the Department of Conservation and Recreation
- Assessors if addressed to them directly.

### **Incomplete Filing**

If the notice of intent to sell or convert does not contain all of the material as described above, then the Town, within 30 days after receipt, shall notify the landowner in writing that notice is insufficient and does not comply.

### **For Both Sale and Conversion**

For a period of 120 days after the day following the latest date of deposit in the United States mail of any notice which complies with this section, the Town shall have, in the case of intended sale, a first refusal option to meet a bona fide offer to purchase the land.

### **Establishing Value of Conversion Land**

In the case of intended or determined conversion not involving sale, the municipality shall have an option to purchase the land at full and fair market value to be determined by:

- An impartial appraisal performed by a certified appraiser hired at the expense of the municipality or its assignee, the original appraisal to be completed and delivered to the landowner **within 30 days** after the notice of conversion to the municipality.
- In the event that the landowner is dissatisfied with the original appraisal, the landowner may, at the landowner's expense contract for a second appraisal, to be completed **within 60 days** after the delivery of the notice to convert.
- If, after completion of the second appraisal, the parties cannot agree on a consideration, the parties will contract with a mutually acceptable appraiser for a third appraisal whose cost will be borne equally by both parties. The third appraisal shall be delivered to both parties **within 90 days** after the notice of conversion to the municipality and shall be the final determination of consideration.
- Upon agreement of a consideration, the Town shall then have **120 days to exercise** its option. During the appraisal process, the landowner may revoke the intent to convert at any time and with no recourse to either party.
- The option may be exercised only after a **public hearing**
- After the public hearing written notice signed by the Board of Selectmen, must be mailed to the landowner by certified mail at the address that is specified in the notice of intent.
- Notice of the public hearing shall be given in accordance with section 23B of chapter 39.

### **For Both Sale and Conversion**

#### **Notice to Exercise**

The notice of exercise shall also be recorded at the Registry of Deeds and shall contain the name of the record owner of the land and description of the premises adequate for identification of them.

#### **Exercising Option**

The notice to the landowner of the Town's election to exercise its option shall be:

- Accompanied by a proposed purchase and sale contract or other agreement between the Town and the landowner which,
- If executed, fulfilled within a period of not more than **90 days** after the date the contract or agreement, endorsed by the landowner, is returned by certified mail to the Board of Selectmen, or upon expiration of any extended period that the landowner has agreed to in writing, whichever is later.

### **Assigning Rights to Purchased**

At the public hearing or a further **public hearing**, the Town may assign its option to a nonprofit conservation organization or to the Commonwealth or any of its political subdivisions under the terms and conditions that the Board of Selectmen may consider appropriate. Notice of the public hearing shall be given in accordance with section 23B of chapter 39.

The assignment shall be

- For the purpose of maintaining no less than 70 percent of the land in use as forest land, as agricultural and horticultural land or as recreation land, and
- In no case shall the assignee develop a greater proportion of the land than was proposed by the developer whose offer gave rise to the assignment.
- All land other than land that is to be developed shall then be bound by a permanent deed restriction that meets the requirements of chapter 184.

If the first refusal option has been assigned to a nonprofit conservation organization or to the Commonwealth or any of its political subdivisions:

- The Board of Selectmen shall provide written notice of assignment to the landowner.
- The notice of assignment shall state the name and address of the organization or agency of the Commonwealth which will exercise the option in addition to the terms and conditions of the assignment.
- The notice of assignment shall be recorded with the Registry of Deeds.

### **Failure to Act**

Failure to record either the notice of exercise or the notice of assignment within the 120 day period shall be conclusive evidence that the Town has not exercised its option.

### **Notice to Exercise**

If the option has been assigned to a nonprofit conservation organization or to the Commonwealth or any of its political subdivisions,

- The option may be exercised by the assignee only by written notice to the landowner signed by the assignee, mailed to the landowner by certified mail at the address that is specified in the notice of intent.
- The notice of exercise shall also be recorded with the Registry of Deeds and shall contain the name of the record owner of the land and description of the premises adequate for identification of them.

The notice of exercise to the landowner shall be accompanied by

- A proposed Purchase and Sale contract or other agreement between the assignee and landowner which, if executed, shall be fulfilled within a period of not more than **90 days**, or upon expiration of any extended period that the landowner has agreed to in writing, from

the date the contract or agreement, endorsed by the landowner, is returned by certified mail to the assignee.

During the 120 day period, the Town or its assignees, shall have the right, at reasonable times and upon reasonable notice, to enter upon the land for the purpose of surveying and inspecting said land, including but not limited to soil testing for purposes of Title V and the taking of water samples.

The Town or its assignee shall have all rights assigned to the buyer in the Purchase and Sales agreement contained in the notice of intent.

### **Not to Exercise**

If the Town elects not to exercise the option, and not to assign its right to exercise the option, the Town shall:

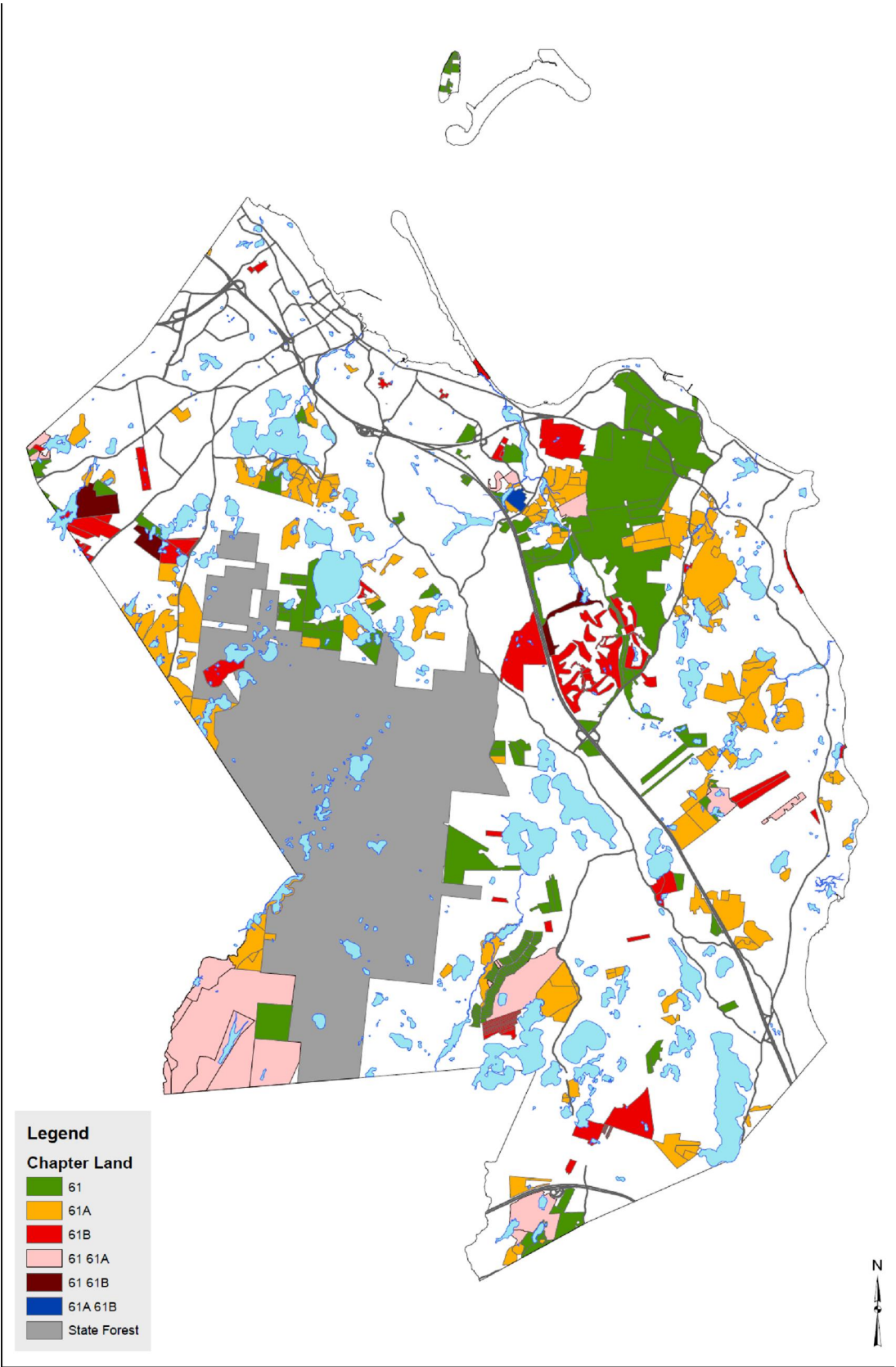
- Send written notice of nonexercise signed by the Board of Selectmen to the landowner by certified mail at the address that is specified in the notice of intent.
- The notice of nonexercise shall contain the name of the owner of record of the land and description of the premises adequate for identification of them, and shall be recorded with the Registry of Deeds.

No sale or conversion of the land shall be consummated until the option period has expired or the notice of nonexercise has been recorded with the Registry of Deeds, and no sale of the land shall be consummated if the terms of the sale differ in any material way from the terms of the Purchase and Sale agreement which accompanied the bona fide offer to purchase as described in the notice of intent to sell except as provided herein.

### **Foreclosures**

This section shall not apply to a mortgage foreclosure sale, but the holder of a mortgage shall, at least **90 days before a foreclosure sale**, send written notice of the time and place of the sale to the parties in the manner described in this section for notice of intent to sell or convert, and the giving of that notice may be established by an affidavit as described in this section.





Chapter 61, 61A & 61B

Department of Planning  
and Development

