

REAL ESTATE AUCTION

7.1+/- Acres Mixed-Use Property
2,768+/- sf 2-Family Home, 5,070+/- sf Multi-Tenant Retail
1,440+/- sf Greenhouse/Retail, 2,240+/- sf Garage
3 Barns, Additional Greenhouse & Garage
f/k/a "Chenail's Farm Fresh Products"

877 SIMONDS RD. (US-7), WILLIAMSTOWN, MA

Tuesday, June 17 at 12pm

Site Preview: Wednesday, June 11 (12pm-2pm)

MA Auc. Lic. #111



TABLE OF CONTENTS

DISCLAIMER

WAIVER & CONFIDENTIALITY AGREEMENT*

*You must sign & return in order to receive additional information

TRANSMITTAL LETTER TERMS & CONDITIONS BUYER'S PREMIUM SAMPLE P&S PROPERTY INFORMATION & PHOTOS LOCATION MAP

PLEASE COMPLETE, SIGN & DATE THIS DOCUMENT FAX TO 508-362-1073 (OR) EMAIL TO <u>AUCTIONS@JJMANNING.COM</u>
WE WILL EMAIL YOU THE LINK TO THE PASSWORD PROTECTED PDF FILE IN RETURN

WAIVER & CONFIDENTIALITY AGREEMENT BIDDER INFORMATION REQUEST – 877 SIMONDS RD. (US-7), WILLIAMSTOWN, MA

To receive a copy of the bidder related documents on file including: (**Appraisal, Rent Roll, etc.**) for the property known as 877 Simonds Rd. (US-7), Williamstown, MA, you are **required** to return a completed and signed copy of this form to JJManning Auctioneers **prior to the release of any materials** to you.

In regard to the above property, **Donna L. Chenail and/or Stacey Lee Spear and/or Pamela Shea, Trustee of the Donna L. Chenail Living Trust dated March 29, 2016** are providing to prospective purchaser:

(Full Name)						
(E-Mail Address)						
(Daytime Phone) (Co. Name)						
(Mailing Address)						
the documents for the property identified above for such information (if any) as prospective and/or related documents to contain.	purchaser deems the appraisal, rent rolls,					
Donna L. Chenail and/or Stacey Lee Spear and/or Pamela Shea, Trustee of the Donna L. Chen JJManning Auctioneers, eBIDLocal.com and their agents, employees and attorneys make no raccuracy of these documents or the qualifications of the reporting firm(s). All the premises warranty whatsoever as to its condition, occupancy or fitness for habitation thereon.	representation whatsoever regarding the					
You should conduct such further investigations as you see fit and consult with your own attorney.						
RELEASE AND WAIVER The undersigned has requested an e-mail copy of any confidential documents, appraisal reported regarding the property marked above. The undersigned does hereby forever release and disc Spear and/or Pamela Shea, Trustee of the Donna L. Chenail Living Trust dated March 29, 201 and its agents, employees and attorneys from any and all damages, claims, demands, actions reliance by the undersigned or any information contained in said documents regarding the prinformation contained therein. The undersigned agrees that Donna L. Chenail and/or Stacey the Donna L. Chenail Living Trust dated March 29, 2016, JJManning Auctioneers, eBIDLOCAL.c attorneys have not made and do not make any representation or warranties whatsoever regard property, and acknowledges and agrees to the following:	charge Donna L. Chenail and/or Stacey Lee 6, JJManning Auctioneers, eBIDLOCAL.com 1, and liabilities relating in any way to any 1, operty or as to the accuracy of 1, Lee Spear and/or Pamela Shea, Trustee of 1, om and their agents, employees and					
(a) Donna L. Chenail and/or Stacey Lee Spear and/or Pamela Shea, Trustee of the Donna 2016, JJManning Auctioneers, eBIDLOCAL.com makes absolutely NO REPRESENTATIONS with respect to the information contained therein, or as to the accuracy of the information coprepared or at the present time; (b) The information contained in these documents shall remain confidential and may not compared to the information contained therein is being provided to you FOR INFORMATIONABE RELIED UPON BY YOU IN ANY MATTER WHATSOEVER, including, without limit determining whether or not to submit a pre-auction offer or bid at the public auction to be constacely Lee Spear and/or Pamela Shea, Trustee of the Donna L. Chenail Living Trust dated Material Chenail Chenail Living Trust dated Material Chenail Chenail Living Trust dated Material Chenail Chenail Chenail Living Trust dated Material Chenail Chena	OR WARRANTIES WHATSOEVER ntained therein, either at the time it was of the disclosed by you to any other party; AL PURPOSES ONLY AND MAY NOT tation, being used in connection with (i) anducted by Donna L. Chenail and/or					
Signature Date						



The following information is provided to you as a matter of convenience only, and no representation or warranty, expressed or implied, is made as to its accuracy or completeness.

Prospective purchasers of the auction property are responsible for conducting such due diligence of their own as they consider appropriate, prior to bidding at the auction sale.

All information contained within this Property
Information Packet was derived from reliable sources and
is believed to be correct, but is not guaranteed. Buyers
shall rely entirely on their own judgment and inspection.

Announcements from the Auction Block will take precedence over any previously printed material or any other oral statements made.







May 16, 2025

Dear Prospective Bidder:

JJManning Auctioneers is pleased to be working in cooperation with eBIDLOCAL.com to sell 877 Simonds Rd. (US-7), Williamstown, MA at auction. This 7.1+/- acre mixed-use property offers a solid income history with additional potential. This PB-Planned Business Zoned property includes a 2,768+/- sf 2-family home, 5,070+/- sf multi-tenant retail building with 2,030+/- sf of additional unconditioned storage space, 1,440+/- sf greenhouse/open retail building, 2,240+/- sf garage, 3 barns, additional greenhouse and garage, plus ample land area for equipment storage. In the NW corner of MA in the heart of the tri-state Berkshires, a popular 4-season tourist area close to cultural attractions and surrounded by the beauty of nature. Please take time to review the rest of this information package.

The owners have chosen auction, the accelerated method of marketing, for the sale of mixed-use property. Their decision allows you to set the market price for this property with a solid income history and additional potential with your bid. You will buy the property at the lowest possible price by bidding one increment higher than the competition. Don't miss out on this special opportunity.

As you know, the property is being sold "as is, with all faults", be sure to attend the scheduled Property Preview. There is a large amount of information in this Property Information Package (PIP), please review it carefully. The auction will be held on Tuesday, June 17th at 12:00 p.m. onsite or online. Don't miss it! If you can't attend but wish to make an Absentee Bid, give us a call or visit eBIDLOCAL.com auction #1892 in advance for online bidding requirements.

The sale is not contingent upon your ability to acquire mortgage financing. You are encouraged to pre-qualify yourself with a lender before the auction. This will help you to bid with confidence. Read the Sample Purchase & Sale Agreement in this package. You should consult your attorney with any questions regarding the Agreement. There can be no changes to the Agreement.

If you wish to participate in person at the live auction, don't forget to have the \$25,000 certified deposit check made out to yourself and bring it with you to the auction. You must show the check at registration in order to receive a Bidder Number. You must have a Bidder Number in order to bid at the open, outcry auction.

If you are interested in making a pre-auction offer for this property, it must be tendered on a signed JJManning approved Purchase & Sale Agreement and accompanied by a 10% certified deposit in certified or bank check or by confirmed wire transfer. Please contact us at **auctions@jimanning.com** or the phone number below for details.

Our experienced auction staff is available to answer your questions at 800-521-0111, at the open house and one hour before the auction. We welcome your calls. See you at the auction. Good luck with your bids!

Sincerely,

Justin J. Manning, CAI, AARE

President



TERMS & CONDITIONS

REAL ESTATE AUCTION

7.1+/- Acres Mixed-Use Property

2,768+/- sf 2-Family Home, 5,070+/- sf Multi-Tenant Retail 1,440+/- sf Greenhouse/Retail, 2,240+/- sf Garage 3 Barns, Additional Greenhouse & Garage

877 SIMONDS RD. (US-7), WILLIAMSTOWN, MA

Tuesday, June 17 at 12pm

Site Preview: Wednesday, June 11 (12pm-2pm)

MA Auc. Lic. #111

Visit https://ebidlocal.com/ auction #1892 for Online Bidding Terms

<u>Terms of Sale:</u> 10% deposit of which Twenty-Five Thousand Dollars (\$25,000.00) must be presented in certified or bank check. Remainder of the 10% deposit in wire transfer, certified or bank check by 4:00 p.m. ET on Thursday, June 19, 2025. Balance in 30 days.

- <u>A.</u> Make the certified deposit check payable to yourself. If you are the successful bidder, you will endorse the check to JJManning Auctioneers, Escrow Agent.
- <u>B.</u> Closing will take place on or before Thursday, July 17, 2025 (30 days from the auction) unless otherwise agreed upon by Seller, in writing.
- <u>C.</u> A Buyer's Premium of TEN PERCENT (10%) will be added to the high bid. Their sum will constitute the Total Purchase Price. See Buyer's Premium explanation elsewhere in this Bidder Information Package.
- <u>D.</u> The property is being sold "as is, with all faults". We encourage you to attend the Property Preview and thoroughly inspect the property. You must rely on your own inspection and judgment when bidding on this property.
- E. Auctioneer reserves the right to enter protective bids on behalf of Seller.
- <u>F.</u> Auctioneer reserves the right to disqualify any bidders at auctioneer's sole discretion. Should a dispute arise amongst any bidders, auctioneer's decision shall be final and binding.
- <u>G.</u> The property is <u>NOT</u> being sold with a financing contingency, so we recommend that you pre-qualify yourself with your lending institution before bidding at the auction sale. This will allow you to bid with confidence!
- H. Other terms, if any, to be announced at the auction sale.



There will be a Buyer's Premium of 10% added to the high bid. The total of the high bid plus the 10% Buyer's Premium shall constitute the Contract Sales Price.

EXAMPLE:

Bid Price: \$100,000.00

Add 10% Buyer's Premium: \$ 10,000.00

Contract sales price: \$110,000.00

The contract sales price represents the total due from the buyer and will be the amount entered on the *Purchase & Sale Agreement*.

Buyer's I	nitials:
-----------	----------

PURCHASE AND SALE AGREEMENT

This 17th day of June 2025

1. PARTIES AND MAILING ADDRESSES

Donna L. Chenail and/or Stacey Lee Spear and/or Pamela Shea, Trustee of the Donna L. Chenail Living Trust dated March 29, 2016 hereinafter called the SELLER, agrees to SELL and

hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

The land with the buildings thereon known as 877 Simonds Rd. (US-7), Williamstown, MA.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Included in the sale as a part of said premises are the buildings, structures, and improvements now thereon, and the fixtures belonging to the SELLER and used in connection therewith including, if any, all wall-to-wall carpeting, drapery rods, automatic garage door openers, venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposals, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants, and ONLY IF BUILT IN, refrigerators, air conditioning equipment, ventilators, dishwashers, washing machines and dryers; and none. Any non-titled personal property left at the premises as of closing, which is not the property of an existing tenant, is considered abandoned and shall become the responsibility of the buyer. The SELLER, its agents or representatives have not made any representations, warranties, promises, covenants, agreements or guarantees, implied or expressed, oral or written with respect to the conformity of the property to any zoning, land use regulations, or suitability for potential development or subdivision.

4. 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, marketable or insurable title thereto, free from encumbrances, except

- (a) Existing rights and obligations in party walls which are not the subject of written agreement;
- (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 this agreement;
- (d) Easements, restrictions and reservations of record;

5. 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.

6	DI	TD.	$C\Pi$	ASE	DD.	ICE
O.	rı	X	UП	ASE	PK	LCE

The agreed po	urchase price for said p	remises isdollars, of which
	\$	have been paid as a deposit this day and
	\$	are to be paid in wire transfer, certified, cashier's, treasurer's or bank check(s) by 4:00 pm ET on Thursday, June 19, 2025 as the additional deposit
	\$	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)
	\$	ΤΟΤΔΙ

7. TIME FOR PERFORMANCE DELIVERY DEED

Such deed is to be delivered on or before Thursday, July 17, 2025 (30 days of the date of this agreement) at the office of SELLER'S attorney, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

8. POSSESSION AND CONDITION OF PREMISES

Full possession of said premises, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted and (b) in compliance with provisions of any instrument referred to in clause 4 hereof. Selling subject to any existing tenancies. (see PIP for details)

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 thereupon the time for performance hereof shall be extended for a period of up to ninety 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, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, 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, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either (a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration; or (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

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 SELLER 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. INSURANCE

Until the delivery of the deed, the SELLER shall maintain the insurance on said premises as currently insured.

15. ADJUSTMENTS

Collected rents, mortgage interest, water and sewer use charges, operating expenses (if any) according to the schedule attached hereto or set forth below, condominium or home owner's association fees if applicable, and taxes for the then current fiscal year, shall be apportioned and fuel value shall be adjusted, 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. Uncollected rents for the current rental period shall be apportioned if and when collected by either party.

16. ADJUSTMENT OF UNASSESSED 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.

17. BROKER

BUYER acknowledges that he has engaged no real estate broker, and no real estate broker has in any way been involved in this transaction except any broker previously registered with and acknowledged by AUCTIONEER in writing. BUYER agrees to indemnify and hold harmless the SELLER and AUCTIONEER, including SELLER'S and AUCTIONEER'S reasonable attorney's fees, for any claim made by any real estate broker not registered with and acknowledged by Auctioneer in writing in connection with this transaction.

18. DEPOSIT

All deposits made hereunder shall be held in escrow by JEROME J. MANNING & Co., INC 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 by the SELLER and the BUYER.

19. BUYER'S DEFAULT

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made or required to be made hereunder by the BUYER shall be retained by the SELLER as liquidated damages even if BUYER fails to make the deposit or additional deposit.

20. CONTINGENCIES

BUYER acknowledges that this Agreement contains no contingencies affecting the BUYER'S obligation to perform. If the sale as contemplated herein is not consummated for any reason, except SELLER'S inability to deliver marketable or insurable title (subject only to the matters set forth in paragraph 4), then the deposit(s) paid by the BUYER upon the execution of this Agreement and/or any additional deposit required to be made shall inure to and become the property of the SELLER, all as provided in Paragraph (19) hereof.

21. 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. The BUYER further acknowledges that he is buying the Property as is, with all faults and without warranty of any kind, whatsoever. Buyer acknowledges that buyer has reviewed or been given the opportunity to review the Property Information Packages (PIPS) for this property along with any updates provided up and through the day of the auction.

22. CONSTRUCTION OF AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisee, executors, administrators, successors and assigns, and may be canceled, 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.

23. LEAD PAINT LAW

The BUYER acknowledges that whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age. BUYER further acknowledges that he has been notified of said lead paint law by SELLER and AUCTIONEER.

24. SMOKE DETECTORS/SEPTIC/WATER

The BUYER will be responsible for the installation and inspection of smoke detectors and CO2 detectors after closing and once the property is suitable for habitation. If necessary, the buyer shall be responsible for the repair, upgrade or installation of septic systems and/or wells and/or municipal water and/or sewer connections which meet the requirements of the board of health. The closing shall not be contingent upon any certificates of compliance nor contingent upon a certificate of occupancy as the property is being conveyed strictly as is.

25. SOPHISTICATED BUYER

The BUYER acknowledges that by registering, participating, and competing to purchase this subject real estate via a PUBLIC AUCTION SALE wherein all contingencies, warranties, and representations have been specifically disclaimed as in paragraphs 20 and 21 of this agreement establishes that the BUYER is knowledgeable and aware of the risks of doing so and possesses a level of sophistication commensurate with the complexity of the sale terms both expressed by this Agreement and the potential of the property being acquired.

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

By:	BUYER
Ву:	
By:	BUYER
Buyer's Mailing Address (Street or P.O. Box)	Buyer's Attorney (Name)
Buyer's Mailing Address (City, State & Zip Code)	Buyer's Attorney (Firm)
Buyer's Daytime Phone	Buyer's Attorney's Address (Street or P.O. Box)
Buyer's Evening Phone	Buyer's Attorney's Address (City, State & Zip Code)
	Buyer's Attorney's Phone

Jerome J. Manning & Co., Inc., AUCTIONEER/ESCROW AGENT

7.1± ACRE MIXED-USE PROPERTY

Solid Income History with Additional Potential 2-Family, Multi-Retail, Barns, Greenhouses, Garages 877 Simonds Rd (US-7), Williamstown, MA



AUCTION: Tuesday, June 17 at 12pm Onsite or Online

2.768± sf 2-story home with full, unfinished basement built 1804 & converted to 2-family with vinyl clad windows, gas-fired baseboard hydronic heat. Unit 1: 3BR, 2BA, living room, eat-in kitchen. Unit 2: 2BR, 2BA with eat-in kitchen.

5,070± sf 1-story retail built 1945 on poured concrete slab with 2,030± sf additional unconditioned space (7,100± sf GBA total). 3-retail units in front (750-2,000± sf with 1 BA each, gas-fired baseboard hydronic heat & hot water) with storage behind.

1,440± sf greenhouse/open retail with rigid plastic panels on a metal frame atop a poured concrete slab with gas-fired radiant heat, electric hot water, BA

2,240± sf garage built in the 1980's with metal panels on a metal frame atop a poured concrete slab with (4) 10' x 12' overhead doors, waste oil heat.

3 barns, additional greenhouse & garage, ample land area for equipment storage.

NW corner of MA in the heart of the tri-state Berkshires, a popular 4-seasons tourist area close to Williams College & The Clark. Surrounded by the natural beauty of Mountain Meadow Preserve, Hopkins Memorial Forest, Hoosic River Valley, Appalachian Trail, Mt Greylock, Green Mountains & more. On Rt 7, 2± miles to Rt 2 & 30± miles to I-91.

Primary Zoning: PB-Planned Business

Parcel ID: 126-046-000

Site: 7.1± acres (309,276± sf) with mountain views. Broad Brook runs across Southern-most portion of property with 5.6± acres including current improvements to the north. Paved & gravel interior roadways with lot parking for 25+ vehicles.

Frontage: 354± ft with 1 curb cut

See Property Information Package:

Rent roll, tax returns, utilities, FEMA map, etc.

Property Tour: Wednesday, June 11 (12pm-2pm)

Terms of Sale: 10% certified deposit of which \$25,000 in certified or bank check at the auction & remainder by 4pm ET on Thursday, June 19, 2025. Balance in 30 days. 10% Buyer's Premium will be added to the high bid & result will be the total purchase price. Other terms, if any, announced at the sale. All information derived from reliable sources believed correct, but not guaranteed. Buyers shall rely entirely on their own judgment and inspection. Announcements from the Auction Block take precedence over any previously printed material or any other oral statements made. JJManning Auctioneers is acting exclusively on behalf of Seller in this transaction.

Online Bidding Terms: At eBIDLOCAL.com auction #1892.

Pre-auction Offers: Must be tendered on a signed JJManning approved P&S Agreement & accompanied by a 10% certified deposit in certified or bank check or by confirmed wire transfer in order to be considered.

Buyer's Broker Terms: Up to 2% Broker Commission offered. Visit www.JJManning.com for mandatory broker preregistration requirements.







Info., Photos, Broker Reg. & Full Terms at:

JJManning.com 800.521.0111

179 Old King's Hwy, Yarmouth Port, MA 02675









MA Auc Lic 111 • MA Broker Lic 5850 Brochure 1838 • Ref 25-2117

PHOTO GALLERY P877 SIMONDS RD (US-7), WILLIAMSTOWN, MA



































































I, MANY ANN MEDISTREES of Williamstown, Berkshire County,
Massachusetts, for consideration in the amount of One Bundred Thirty
Five Thousand (135,000) Dollars paid, grant to RICHARD A. CHEMAIL and
DONN CHEMAIL, busbond and wife, whose residence and post office
address is 877 Sisonds Boad in said Williamstown, as tenants by the
entirety, with Warranty Covenants, the Land in said Williamstown, with
the buildings thereon, located on the westerly side of Sisonds Road,
bounded and described as follows:

Beginning at a point in the westerly line of sold Simonds Moad at the mortheast opener of land of the City of North Adams, said land known as the Pire District land;

thence westerly along the northerly line of said City of North Adams (which is also the southerly line of the Gld Channel of Broad Brook) 630 feet, more or less, to the easterly line of the Boston a Main Railroad right of ways

thence mortherly along said easterly line of the Mailroad right of way 310 feet, more or less, to a point in the southerly line of land now or forwerly of Grants

thence northeasterly along the southerly line of land of said Grant, 200 feet to a point marking the westerly corner of land of one Dolang

thence southeasterly along the line of land of said Dolan and of one Sanders, 376,77 feet to the southerly corner of land of said Sanders;

thence northeasterly along the southeasterly line of land of said Sanders, 252,98 feet to an iron pipe marking the wasterly corner of land of one Renner;

thence southeasterly 31 feet to an iron pipe warking the southerly corner of land of said Renner;

thence mortheasterly along the southeasterly line of land of amid Rerner 59 feet to an iron pipe marking the westerly occurr of land of one Poster, formerly weeking

thence southeasterly 125 feet to an Iron pipe marking southerly corner of land of said Poster;

theree northeasterly along the southeasterly line of land of said Poster, 75 feet to an iron pipe in the westerly line of said Simondu Poad;

therce southeasterly along the westerly line of said Simonds Boad, 60.74 feet to a point;

rty Address: 577 Simonds 36.

AFTOMOGRATIONS
FOR MOTORS INC.

100 729 1 181

thence southeasterly in a curve along the westerly line of said Simonds Road, the radius of said curve being 205.56 feet, a distance of 163.24 feet to a point;

thence southwesterly along the westerly line of said Simonds food 130 feet, more or less, to the point and place of beginning.

Meaning and intending to describe and to convey the same premises conveyed to Mary Inn Metaberger, by deed dated December 16, 1995 of John W. Megaber and Carol S. Repaher which deed has been recorded in the Morthern Derkahire Registry of Deeds in Book 703, Page 759.

Real estate taxes assessed by the Town of Williamstown on said premises for the oursent tax period are to be apportioned between the parties as of the date of this conveyance.

WITHERS my hard and meal thin // day of June, 1984.

Mary han The skeye

COMMONWEALTH OF MASSACHUSETTIS

BEFFESHIEFE, SS

June // 1984

Then personally appeared the above-named Mary Ann Meisberger and advowledged the foregoing instrument to be her free act and deed before me,

Motary Public

My Commission Expires: 4-4

1985

DEEDS EXCISE

arrangers of Len are many on any and the any and these

Received & entered for record

Jene 12 10 84 NT 8 437 W W

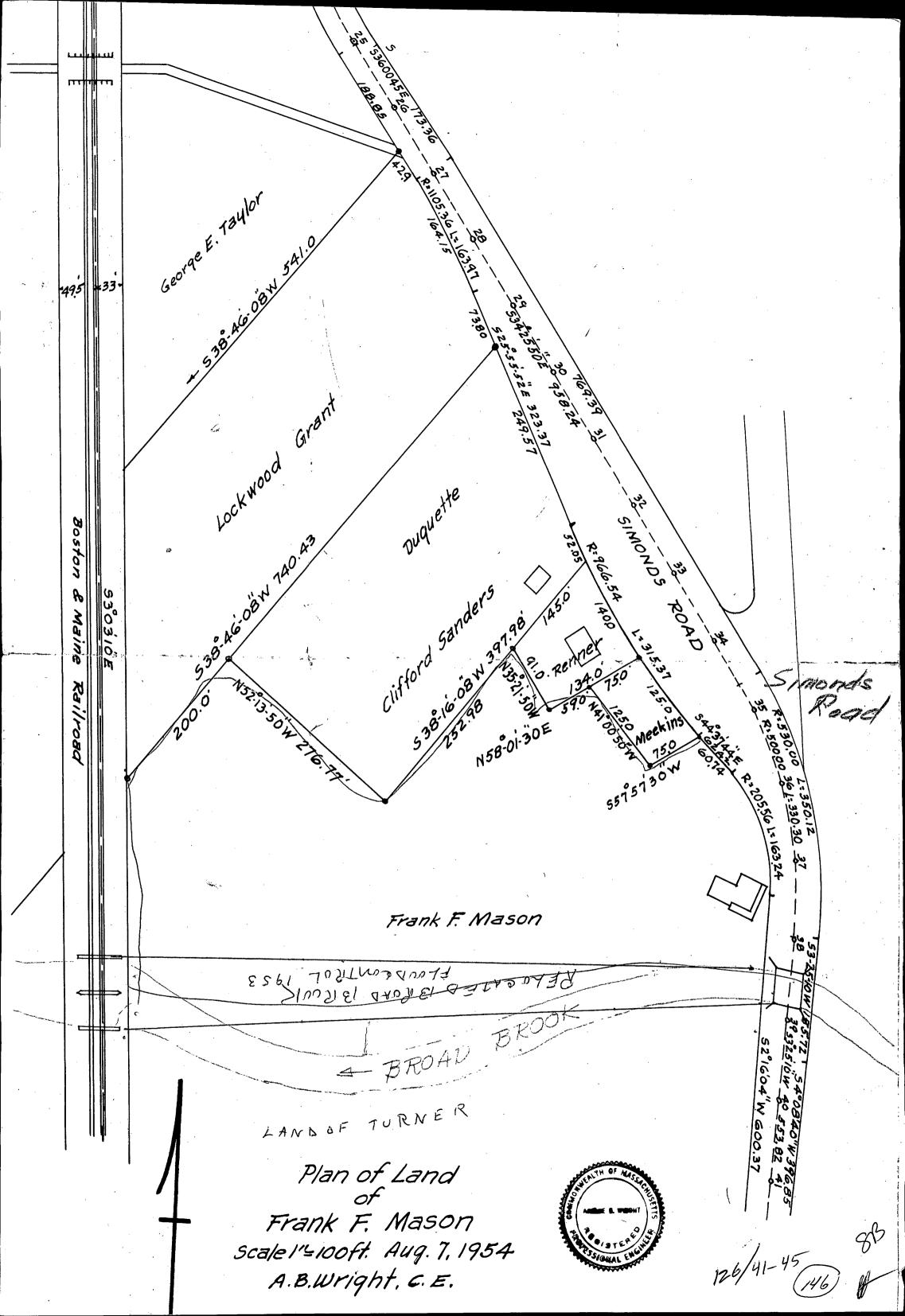
Received & entered for record

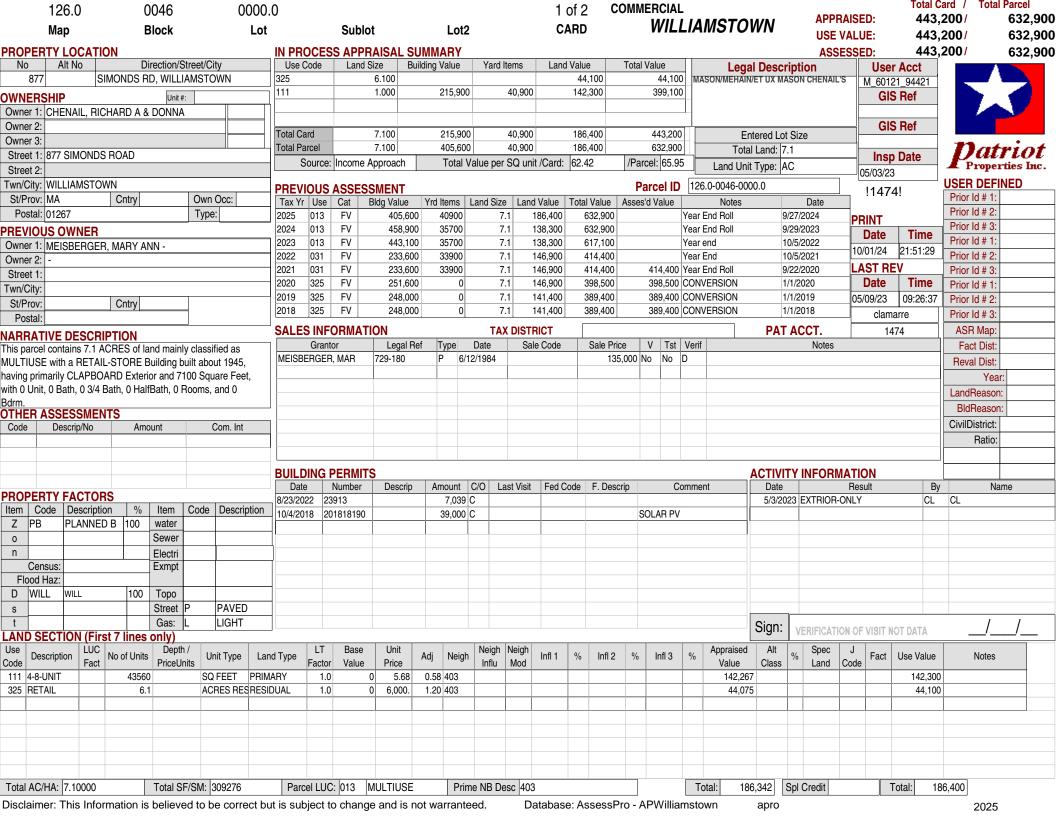
Hand in Williamstown Mass.

Being Conveyed By.

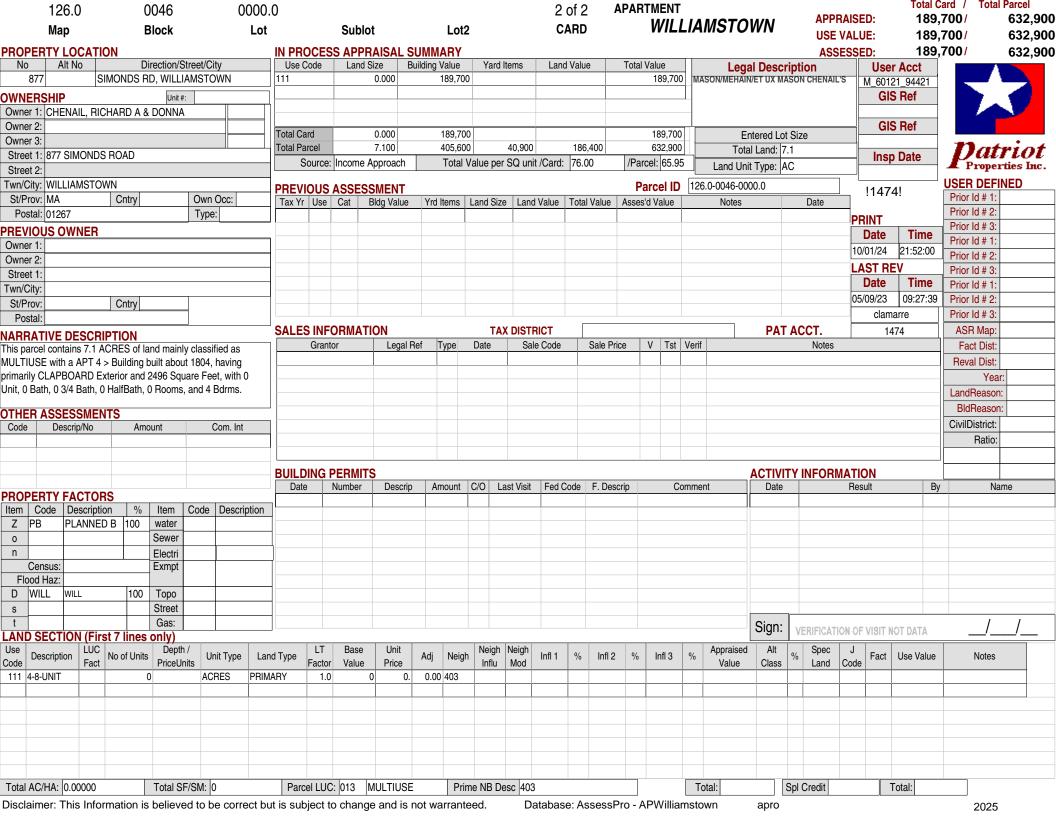
Frank F. Mason et ux to Ralph D. Mchain et ux

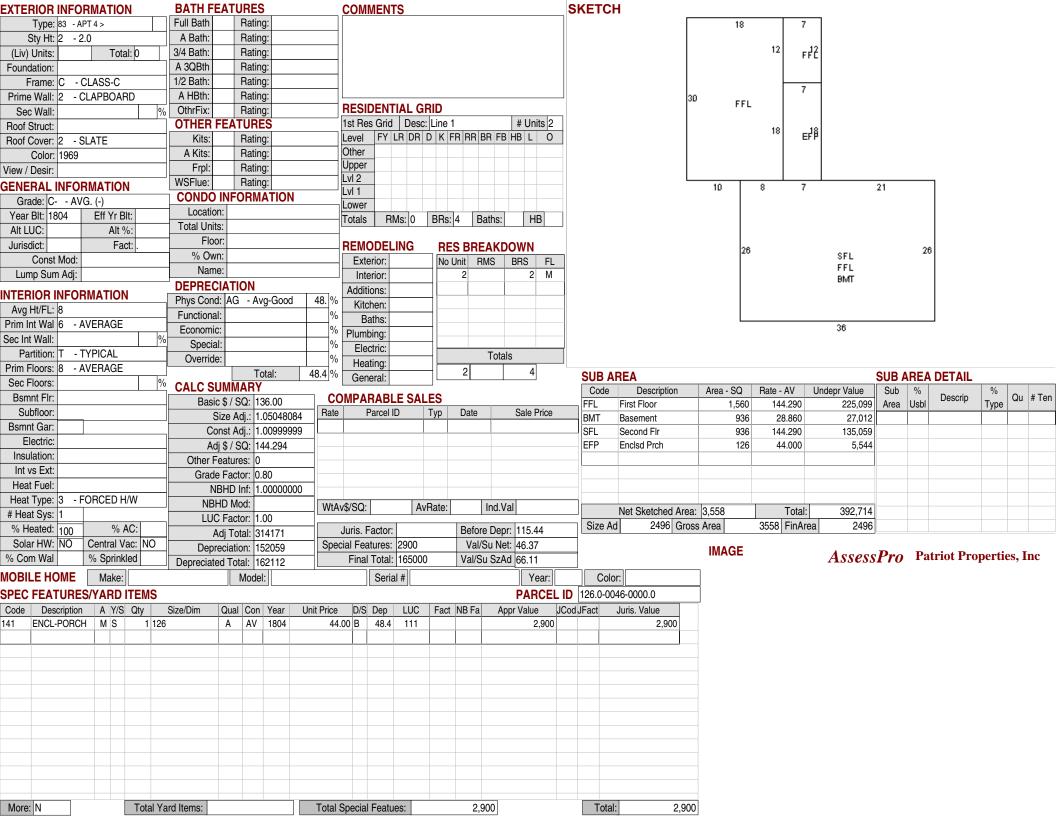
88

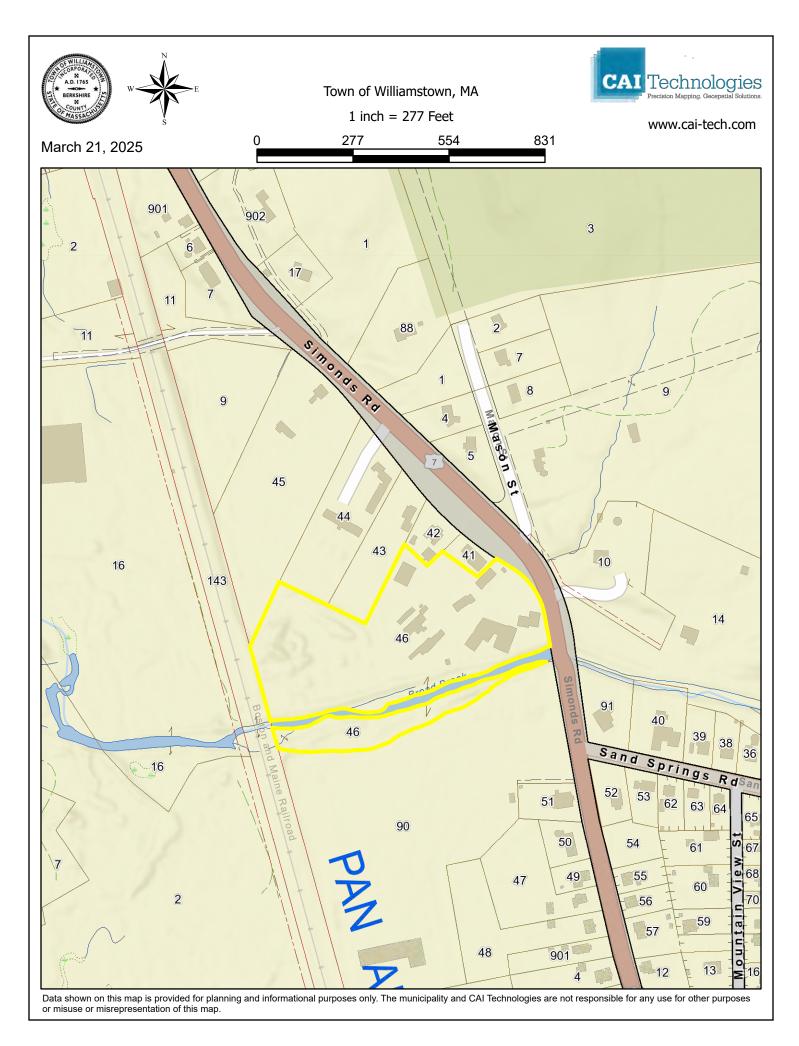
















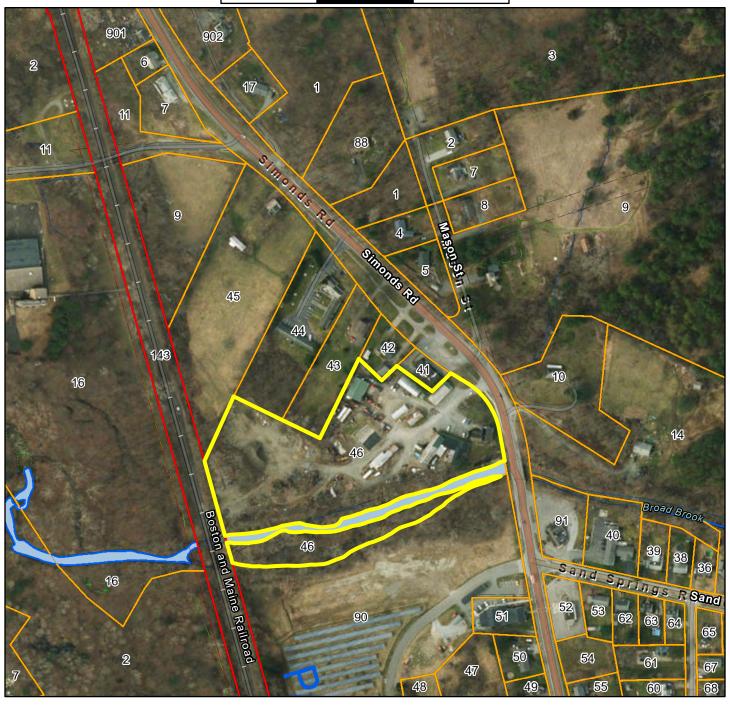
Town of Williamstown, MA

1 inch = 277 Feet



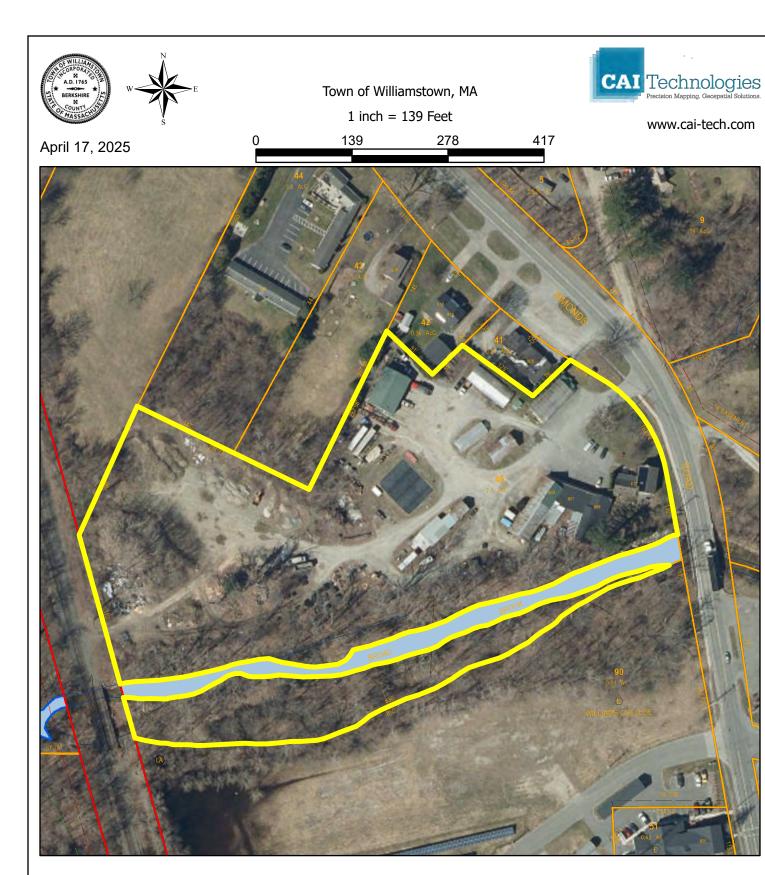
www.cai-tech.com

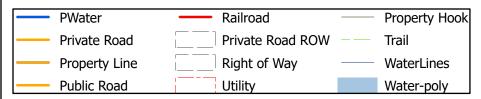


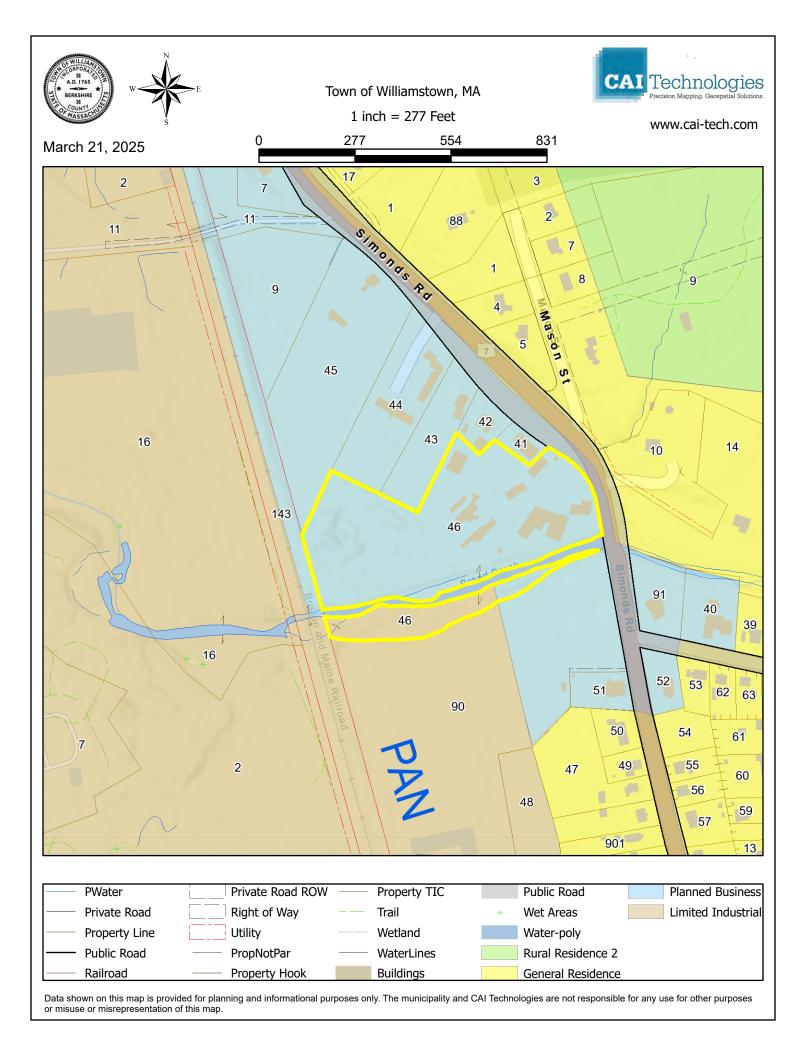


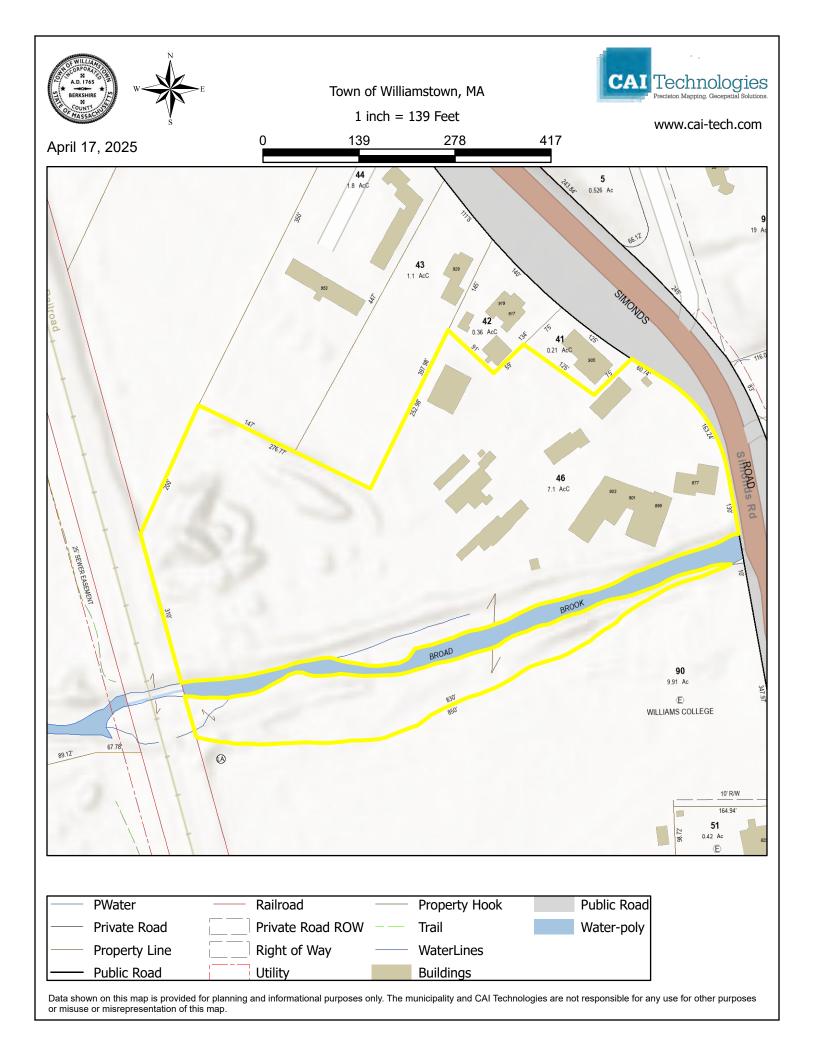
PWater	Railroad	PropNotPar		Wetland
Private Road	Private Road ROW	Property Hook		WaterLines
Property Line	Right of Way	Property TIC	<u>.4b</u> .	Wet Areas
—— Public Road	Utility	Trail		Water-poly

Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.











The Commonwealth of Massachusetts

Executive Office of Health and Human Services
Department of Public Health
Bureau of Environmental Health
250 Washington Street, 7th Floor
Boston, MA 02108
(800) 532-9571 / (617)-624-5757

CHILDHOOD LEAD POISONING PREVENTION PROGRAM (CLPPP) PROPERTY TRANSFER LEAD PAINT NOTIFICATION

Under Massachusetts and federal law, this notification package must be given to prospective purchasers of homes built before 1978. This package must be given in full to meet state and federal requirements. It may be copied, as long as the type size is not made smaller. Every seller and any real estate agent involved in the sale must give this package before the signing of a purchase and sale agreement, a lease with an option to purchase, or, under state law, a memorandum of agreement used in foreclosure sales. Sellers and agents must also tell the prospective purchaser any information they know about lead in the home. They must also give a copy of any lead inspection report, risk assessment report, Letter of Compliance or Letter of Interim Control. This package is for compliance with both state and federal lead notification requirements.

Real estate agents must also tell prospective purchasers that under the state Lead Law, a new owner of a home built before 1978 in which a child under six will live or continue to live must have it either deleaded or brought under interim control within 90 days of taking title. This package includes a check list to certify that the prospective purchaser has been fully notified by the real estate agent. This certification should be filled out and signed by the prospective purchaser before the signing of a purchase and sale agreement, a lease with an option to purchase or a memorandum of agreement used in a foreclosure sale. It should be kept in the real estate agent's files. After getting notice, the prospective purchaser has at least 10 days, or longer if agreed to by the seller and buyer, to have a lead inspection or risk assessment if he or she chooses to have one, except in cases of foreclosure sales. There is no requirement for a lead inspection or risk assessment before a sale. A list of private lead inspectors and risk assessors licensed by the Department of Public Health is attached and can also be found on the Childhood Lead Poisoning Prevention Program's website at www.mass.gov/dph/clppp.

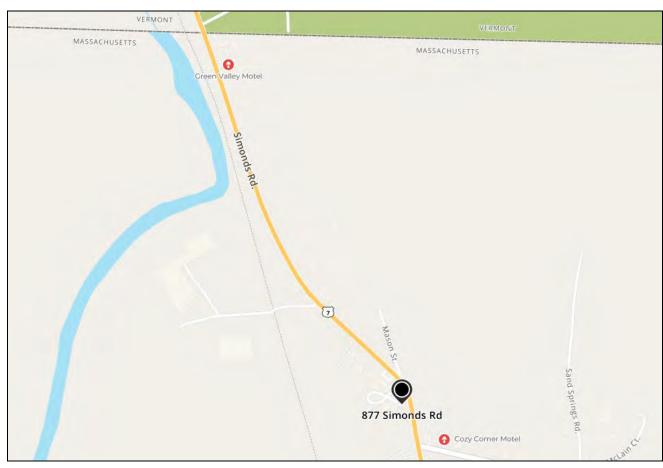
Sellers and real estate agents who do not meet these requirements can face a civil penalty of up to \$1,000 under state law; a civil penalty of up to \$10,000 and possible criminal sanctions under federal law, as well as liability for resulting damages. In addition, a real estate agent who fails to meet these requirements may be liable under the Massachusetts Consumer Protection Act.

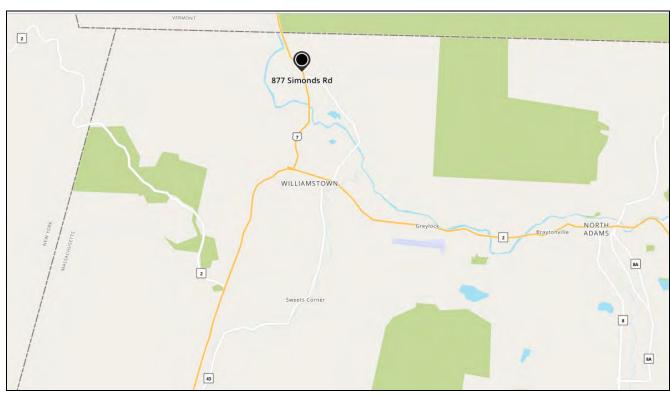
The property transfer notification program began in 1988 and has been very successful. It provides information you need to protect your child, or your tenants' child, from lead poisoning. Massachusetts has a tax credit of up to \$1,500 for each unit deleaded. There are also a number of grants and no-interest or low-interest loans available for deleading. It's up to you to do your part toward ending lead poisoning.

PLEASE TAKE THE TIME TO READ THIS DOCUMENT. LEAD POISONING IS THE NATION'S LEADING ENVIRONMENTAL HAZARD AFFECTING CHILDREN. DON'T GAMBLE WITH YOUR CHILD'S FUTURE.

CLPPP Form 94-2, 6/30/94, Rev. 2/03, Rev. 10/09

MAP 877 SIMONDS RD (US-7), WILLIAMSTOWN, MA







THANK YOU FOR REVIEWING THE ENTIRE PROPERTY INFORMATION PACKAGE. WE LOOK FORWARD TO SEEING YOU AT THE AUCTION. IF YOU HAVE ANY QUESTIONS PLEASE DON'T HESITATE TO CONTACT US.



Justin Manning, CAI, AARE
President
Phone: 800-521-0111

Fax: 508-362-1073

JJManning.com

auctions@JJManning.com

Let JJManning Auction your Valuable Real Estate

Marketing | Experience | Integrity | Results

JJManning Auctioneers specializes in the accelerated marketing of residential and commercial real estate. We work with progressive sellers and real estate brokers to offer dynamic and award-winning marketing solutions.

Call or Visit **JJManning.com** for a Free Consultation!