



Mason Conservation Commission Minutes

July 9, 2008 7:30 pm to 9:15 pm

Attendees: Bob Larochelle, Liz Fletcher, Bob Dillberger, Ann Moser, Anna Faiello, Paula Babel.

Met with Silas Little regarding Purchase & Sale agreement for Whitaker House.

\$80,000 bond is specific for purchase of Moheban property and is valid only until October 1st. Thus, we can't wait until Dec. to exercise the bond and therefore can't wait that long for closing.

P&S gives parties the right to purchase. If Mr. Moheban successfully markets the Whitaker House before closing, he'll likely convey his right to purchase to his buyer. Our current P&S allows this option. In short, we can't prevent him from marketing the property once he signs the P&S.

Regarding the indemnification clause, Si opined that whether it's an issue or not depends on whether the P&S is signed by a judgment-proof party. An LLC might have no resources, in which case we should ask for Mr. Moheban's personal endorsement. Also, if Mr. Moheban fails to make good on debts (such as failing to pay a contractor for work), we can at closing deduct the cost of such debt from the amount paid for the Moheban land, and pay the debt ourselves.

Appraisal of Moheban land is valid until July 15 but the purchase price is less than the appraised value and if this deal falls through we'll probably get less for the Whitaker House, so Si feels it's OK to use the appraised value for an August 15th closing.

After much discussion, general consensus (endorsed by Si) is to make a counter-offer of a closing on August 15th. Plan is to update the original P&S from Si as needed to set the closing for August 15th and Bob L. will present it to Mr. Moheban as our counter-offer.

Si will also review the P&S for the Moheban land to make sure it's still accurate and relevant.

In other business...

Agreed to sponsor a presentation by Eyes on Owls this fall. Barbara DeVore will coordinate on our behalf.

Regarding the hay lease, Si feels a formal hay lease is overkill but understands our reason for doing so. Si returned the amended lease document to Ann. He observed that whoever has the lease is responsible for property tax on the land (according to state statute). Unclear what the tax burden is on this land however. Regardless, we don't wish to pass that cost on to our leasee and so will adjust the financial arrangements accordingly.

Liz moved we pay \$82.50 to LaBombard Engineering LLC for services related to the Black Brook railroad trail bridge. Passed unanimously.