

# Town of Hubbardston

## REQUEST FOR PROPOSALS

The Board of Selectmen of the Town of Hubbardston, Massachusetts, is soliciting Sealed Proposals to dispose of three parcels of land located on Ragged Hill Road in the Town of Hubbardston (each a “Lot,” and, together, the “Lots”). Proposals may be made to purchase one or more of the Lots. Proposals will be received in the Office of the Board of Selectmen, 7 Main Street, Box 3, Hubbardston, MA 01452 until **4:00 p.m.** local time on **Monday, April 13, 2020** at which time the proposals will be opened publicly. Proposals must be sealed and clearly marked “Proposal to Purchase Ragged Hill Lot(s)” in the lower left corner. Fax submissions will not be accepted.

Proposal packages may be obtained from the Office of the Town Administrator, 7 Main Street, Box 3, Hubbardston, MA 01452, tel. #978-928-1400 x200, Monday through Thursday, between the hours of 8:00 a.m. and 4:00 p.m., holidays excepted. Packages are also available at: <https://www.hubbardstonma.us/town-administrator/pages/procurement>. Appointments for viewing the Lots may be made by calling the Town Administrator at the above phone number.

The successful proposer must be prepared to enter into a Purchase & Sale Agreement, substantially in the form attached hereto, within fifteen (15) days from the opening of the proposals.

No proposer may withdraw his proposal for a period of one hundred eighty (180) days after the date set for the opening thereof. The awarding authority is the Board of Selectmen.

The Town has determined that this transaction is subject to the Uniform Procurement Act, G.L. c. 30B. Therefore, the provisions of G.L. c. 30B are hereby incorporated by reference in this Request for Proposals (“RFP”).

The Town reserves the right to reject any and all proposals, to negotiate any and all non-mandatory contract terms with the successful proposer, or to cancel this procurement at any time if it is in the Town’s best interest to do so.

Town Administrator  
Ryan M. McLane

Date: March 11, 2020

## **REQUEST FOR PROPOSALS**

### **I. INTRODUCTION**

The Town of Hubbardston is seeking proposals for the purchase of three parcels of Town-owned land located on Ragged Hill Road (each a “Lot,” and, together, the “Lots”) and shown as Lots 3, 4 and 5 on a plan entitled “Plan of Land in Hubbardston, MA Prepared for the Town of Hubbardston,” dated May 20, 2008, recorded with the Worcester South Registry of Deeds in Plan Book 868, Plan 100 (the “Plan”), a copy of which Plan is attached hereto and incorporated herein. The Lots are further described in a Tax Taking, dated October 25, 1963, recorded with the Worcester South Registry of Deeds (the “Registry”) in Book 4420, Page 244, and as Assessor’s Map 2, Lots 218, 219 and 220. Proposers seeking to purchase more than one (1) Lot must submit separate proposals for each Lot.

The Town reserves the right to reject any and all proposals, to negotiate any and all non-mandatory contract terms with the successful proposer, to waive any informalities, or to cancel this procurement at any time if it is in the Town’s best interest to do so.

### **II. BACKGROUND**

Lot 3 contains 3.36 acres, Lot 4 contains 3.37 acres, and Lot 5 contains 3.29 acres. The Lots are located in a Residential/Agricultural Zoning District.

The Town has conducted soil evaluations and borings with respect to the suitability of the Lots for the location of on-site sewage disposal systems in accordance with Title 5 of the State Environmental Code, 310 CMR 15.000 et seq. Documents relating to the results of these evaluations are on file at the office of the Board of Health and are available for inspection during normal business hours. Please be advised, however, the Town makes no representation or warranty, express or implied, as to the accuracy and completeness of the information contained in these documents. The proposer assumes all risk in connection with the use of the information, and releases the Town from any liability in connection with the use of the information provided by the Town.

### **III. MANDATORY TERMS**

1. Proposers must identify the Lot(s) that the proposer seeks to purchase by reference to the lot numbers shown on the Plan and mark the Lot number on the upper right-hand corner of their proposal(s).
2. If the proposer intends to purchase more than one (1) Lot, the proposer must submit a separate proposal for each Lot.
3. If the proposer intends to purchase more than one (1) Lot, the proposer must be willing to purchase any one or all of the Lots that the proposer identifies in its proposals. The Town has the sole and absolute discretion to determine which Lot, if any, identified by a proposer, that the Town intends to award to that proposer.

4. The successful proposer shall be required to enter into a Purchase and Sale Agreement (“P&S”) with the Town, substantially in the form attached hereto as Form E, within fifteen (15) days of the opening of this proposal, containing in addition to the usual provisions, the following mandatory terms:

- A. The successful proposer shall pay a deposit of ten percent (10%) of the purchase price of the Lot(s). The deposit of the successful proposer will be credited against the purchase price set forth in the P&S. In the event of the proposer’s default, the Town shall retain the deposit as liquidated damages.
- B. The Lots are being sold “as is.” In the P&S, the Buyer shall acknowledge that the Lots are being sold “as is.” The Town shall bear no responsibility for hazardous waste, oil, hazardous material or hazardous substances, as those terms are defined by statute (herein collectively referred to as “Hazardous Waste”) on, in, under or emitting from the Lot(s) and the successful proposer agrees to defend, with counsel satisfactory to the Town, and, to the extent not prohibited by law, to pay, protect, release, indemnify and save harmless the Town from and against, any and all liabilities, damages, loss, costs, expenses (including any and all attorneys’ fees, and expenses of the Town), causes of action, suits, claims, demands or judgments of any nature whatsoever arising prior and subsequent to delivery of the deed for any injury to person or property arising from any Hazardous Waste that is on, in, under, or emitting from the Lot(s). The provisions of this Paragraph shall survive delivery of the Deed.
- C. No broker’s commission shall be paid by the Town and the successful proposer shall indemnify and hold harmless the Town from any claims for such commission.
- D. The Closing Date shall be forty-five (45) days from the date on which the P&S is signed by the Town and the successful proposer.

IV. SUBMITTAL REQUIREMENTS

A. **Minimum Submittal Requirements**

The proposer shall provide, at a minimum, the following as part of the proposal:

1. Cover letter. This letter shall provide an expression of interest, identify the proposer and list the name, address and telephone number of all interested parties.
2. For a corporate proposer, a Certificate of Corporate Vote.
3. Identification of the Lot(s) that the proposer seeks to purchase by reference to the lot number(s) shown on the Plan on the upper right-hand corner of the proposal(s).
4. If the proposer intends to purchase the Lot(s) with a purchase money mortgage, the proposer must provide a pre-approval letter from an institutional lender acknowledging

that the proposer has sufficient financial resources to obtain a loan commitment, subject to prevailing terms and conditions.

5. Check for \$1,000 payable to the Town of Hubbardston as a binder to be credited to the deposit to be paid under the P&S with the successful proposer or otherwise returned.
6. Five copies of the proposal shall be submitted to the Town Administrator and must be delivered in a sealed package that is clearly marked "Purchase of Ragged Hill Road Lots."
7. Other Information. The proposer should include in this section any other information or unique features which the proposer believes the Town should know in order to fully evaluate the proposal.

**B. General Submittal Requirements**

1. Proposers are cautioned that it is the responsibility of each individual proposer to assure that his/her proposal is in the possession of the responsible official or his designated alternate prior to the stated time and at the place of proposal by the due date. The Town is not responsible for proposals delayed by mail and/or delivery service of any nature.
2. Proposals may be modified only by an appropriate document duly executed (in the manner that a proposal must be executed) and delivered to the place where proposals are to be submitted at any time prior to the opening of proposals.
3. Proposals may be withdrawn prior to the scheduled time (or authorized postponement thereof) for the opening of proposals.
4. Any proposal received after the time and date specified shall not be considered. No proposer may withdraw his/her proposal for a period of one hundred eighty (180) days after the general submission deadline.
5. All questions about the meaning or intent of this RFP shall be received in writing by mail or fax in the Office of the Town Administrator, 7 Main Street – Box 3, Hubbardston, MA 01452, tel. 978-928-1400; facsimile 978-928-3392. Proposers are requested to forward questions early in the procurement process and no later than 10 calendar days before receipt of proposals. Answers will be in writing and will be sent by the Town Administrator to all prospective proposers.
6. The successful proposer shall comply with all applicable federal, state, and local laws and regulations related to real estate transactions.
7. All proposals submitted to the Town must include all forms included within the contents of the RFP and they must all be filled out and properly executed. Failure to submit all forms properly filled out and executed will be grounds for rejection of the proposal.

8. All signatures must be handwritten and in ink by the person(s) authorized to purchase the parcel(s). All other words and figures submitted on the proposal shall be neatly written in ink or typed. Proposals that are conditional, obscure, or which contain additions not called for in the specifications, erasures, alterations, or irregularities may be rejected.
9. All proposals become the property of the Town. The Town has the right to disclose information contained in the proposals.
10. The Town reserves the right to make an award to a proposer that offers other than the highest price for the Lot(s). The Town will consider the overall value of the offer, including both monetary and non-monetary consideration.
11. The selection of the proposer shall be made without regard to race, color, sex, age, religion, political affiliation, or national origin.
12. The Town reserves the right to request additional information from any and all respondents to this solicitation if it is deemed necessary in order to identify the most advantageous proposal.

V. EVALUATION

In making an award, the Board of Selectmen shall consider the following criteria:

1. Amount of purchase price;
2. Ability of proposer to meet the financial obligations of the purchase;
3. Satisfaction of all of the Submittal Requirements set forth above in Section IV;  
and
3. Submission of all required forms properly filled out and executed

The Board of Selectmen will consider all of the above factors and will make an award deemed to be in the best interest of the Town. The Board of Selectmen shall not be obligated to award the Lots to the proposer proposing the highest purchase price.

# Town of Hubbardston

## REQUEST FOR PROPOSALS FOR PURCHASE OF TOWN PROPERTY RAGGED HILL ROAD

### FORM A

#### Price Proposal Form

Please indicate price to be paid for conveyance of the Town Property:

*Please write your proposal offer:*

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Print/Type your proposal amount above in written form

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Print/Type your proposal amount above in number form

***Note:** Both the written form and the number form should indicate the same total amount. If there is a conflict between the written form and the number form amounts, the written form will control.*

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Name of proposer

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Name and title of person signing proposal

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Signature of person signing proposal

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Date

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Title

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Address

**(Note: This form must be included in the proposal submission)**

# Town of Hubbardston

## REQUEST FOR PROPOSALS FOR PURCHASE OF TOWN PROPERTY RAGGED HILL ROAD

### FORM B

#### Certificate of Non-Collusion

Under Massachusetts General Laws Ch. 30B, Sec. 10 the following Certification must be provided:

“The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.”

(Please Print)

\_\_\_\_\_  
Authorized Official’s Signature

\_\_\_\_\_  
Title of Person Signing

\_\_\_\_\_  
Typed or Printed Name of Person Signing

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Address

Date: \_\_\_\_\_

**(Note: This Form must be included in the proposal submission)**

# Town of Hubbardston

## REQUEST FOR PROPOSALS FOR PURCHASE OF TOWN PROPERTY RAGGED HILL ROAD

### FORM C

#### Certificate of Tax Compliance

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named proposer, do hereby certify under the pains and penalties of perjury that said proposer has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
Authorized Official's Signature

\_\_\_\_\_  
Title of Person Signing

\_\_\_\_\_  
Typed or Printed Name of Person Signing

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Address

Date: \_\_\_\_\_

Tax ID Number: \_\_\_\_\_

**(Note: This Form must be included in the proposal submission)**

# Town of Hubbardston

## REQUEST FOR PROPOSALS FOR PURCHASE OF TOWN PROPERTY RAGGED HILL ROAD

### FORM D

#### DISCLOSURE STATEMENT FOR TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) Real Property:

(2) Type of Transaction, Agreement, or Document:

Sale by Town of Hubbardston

(3) Public Agency Participating in Transaction:

Town of Hubbardston

(4) Disclosing Party's Name and Type of Entity (if not an individual):

(5) Role of Disclosing Party (Check appropriate role):

\_\_\_\_ Lessor/Property \_\_\_\_ Lessee/Tenant

\_\_\_\_ Seller/Grantor  Buyer/Grantee

\_\_\_\_ Other (Please describe): \_\_\_\_\_

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME

RESIDENCE

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(7) None of the above-named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert “none” if none):

(8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

*No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee’s interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms-length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.*

*Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.*

*The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.*

(9) This Disclosure Statement is hereby signed under penalties of perjury.

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Print Name of Disclosing Party (from Section 4, above)

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Authorized Signature of Disclosing Party

Date (\_\_\_ / \_\_\_ / \_\_\_)

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Print Name & Title of Authorized Signer

**(Note: This Form must be included in the proposal submission)**

# Town of Hubbardston

## REQUEST FOR PROPOSALS FOR PURCHASE OF TOWN PROPERTY RAGGED HILL ROAD

### FORM E

#### PURCHASE AND SALE AGREEMENT

1. **PARTIES.** **The Town of Hubbardston**, having an address of 7 Main Street – Box 3, Hubbardston, MA 01452, hereinafter called the SELLER, agrees to sell, and \_\_\_\_\_, having an address of \_\_\_\_\_, hereinafter called the BUYER, agrees to buy, upon the terms hereinafter set forth, the following described premises.

2. **PREMISES.** Lot \_\_\_\_, containing \_\_\_\_ acres, shown on a plan entitled “Plan of Land in Hubbardston, MA Prepared for the Town of Hubbardston,” recorded with the Worcester South Registry of Deeds in Plan Book 868, Plan 100.

3. **TITLE DEED.** Said premises are to be conveyed by a quitclaim deed to BUYER by written notice to the SELLER at least seven (7) business 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) Any liens for municipal betterments assessed after the date of this Agreement; and
- (c) Any easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use of said premises for \_\_\_\_\_ purposes.

4. **TIME FOR PERFORMANCE; DELIVERY.** Such deed is to be delivered at 11:00 a.m. at the Worcester South Registry of Deeds on \_\_\_\_\_ or a closing by mail, at SELLER’S discretion. If the closing date shall fall on a weekend or holiday on which the Registry of Deeds is closed, the closing shall take place on the next business day thereafter. It is agreed that time is of the essence of this Agreement.

5. **PURCHASE PRICE.** The agreed purchase price for said premises is the conveyance to the SELLER of \_\_\_\_\_ Thousand and 00/100 Dollars (\$\_\_\_\_\_), of which:

\$ _____	has been paid a deposit on this day; and
\$ _____	are to be paid at the time of delivery of the deed by certified, treasurer’s, or bank check or by wire transfer, at SELLER’S discretion
_____	TOTAL

6. PLANS. If said deed refers to a plan necessary to be recorded therewith the SELLER shall, at its sole cost and expense, prepare a survey plan in form adequate for recording or registration.

7. ACCEPTANCE OF DEED. The acceptance of a deed by the BUYER 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.

8. ADJUSTMENTS. A payment in lieu of taxes shall be paid in accordance with G.L. c. 44, §63A as of the day of performance of this Agreement and the net amount thereof shall be added to the purchase price payable by the BUYER at the time of delivery of the deed. 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.

9. POSSESSION AND CONTROL OF PREMISES. Full possession of said premises free of all tenants and occupants, 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 Section 4 hereof. BUYER shall be entitled personally to inspect said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this Section.

10. EXTENSION TO MAKE TITLE OR 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, in its sole discretion, 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 thirty (30) calendar days. In no event, however, shall reasonable efforts require the SELLER to expend more than \$500.00, including attorneys' fees but excluding monetary encumbrances voluntarily placed on the premises by SELLER.

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM. 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.

12. 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.

13. DEPOSIT. All deposits made hereunder shall be held by the Treasurer of the Town of Hubbardston as escrow agent, in a non-interest bearing account, 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, or by order of a court of competent jurisdiction.

14. BUYER'S DEFAULT; DAMAGES. If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as SELLER'S sole and exclusive remedy at law and equity for BUYER'S breach of this Agreement.

15. 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.

16. REPRESENTATIONS AND WARRANTIES. The BUYER acknowledges and agrees that the BUYER has not relied on or been influenced to enter into this transaction because of any warranties or representations not set forth in this Agreement.

17. MORTGAGE CONTINGENCY CLAUSE. The BUYER'S performance hereunder is contingent upon receipt by the BUYER of a firm written loan commitment from an institutional lender (the "Lender"), upon commercially reasonable terms, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ .00) (the "Financing"). BUYER shall use good faith, commercially reasonable and diligent efforts to obtain such Financing. If despite the BUYER'S diligent efforts a commitment for such loan cannot be obtained within twenty (20) days from the date of this Agreement, the BUYER and the SELLER shall each have the right to terminate this Agreement by written notice to the other party prior to the expiration of such time, whereupon 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. In no event will the BUYER be deemed to have used diligent efforts to obtain such commitment unless the BUYER submits a complete mortgage loan application conforming to the foregoing provisions within three (3) days from the date of this Agreement. The provisions of this Section shall survive the termination of this Agreement.

18. BROKERS. BUYER and SELLER each represent and warrant to the other that each has not contacted any real estate broker in connection with this transaction and was not directed to the other as a result of any services or facilities of any real estate broker. BUYER and SELLER agree to defend, indemnify the other against and hold the other harmless, to the extent permitted by law, from any claim, loss, damage, costs or liabilities for any brokerage commission or fee which may be asserted against the other by any broker in connection with this transaction. The provisions of this Section shall survive the delivery of the deed.

19. AFFIDAVITS. At the time of delivery of the deed, SELLER shall execute and deliver all the usual and customary affidavits required by BUYER'S attorney, including but not limited to a statement under oath to any title insurance company issuing a policy to BUYER to the effect that there are no tenants, lessees or parties in possession of the premises, and that SELLER is not a foreign person subject to the withholding provisions of the Internal Revenue Code of 1986, as amended (FIRPTA). BUYER shall execute a Disclosure of Beneficial Interest Form as required by G.L. c.7C, §38.

20. HAZARDOUS MATERIALS. BUYER acknowledges that BUYER has not been influenced to enter into this transaction and that it has not relied upon any warranties or representations not set forth in this Agreement. BUYER represents and warrants that it or its agents have conducted a full inspection of the premises, and based upon BUYER'S investigation, BUYER is aware of the condition of the premises and will accept the premises "AS IS". BUYER acknowledges that SELLER has no responsibility for hazardous waste, oil, hazardous material or hazardous substances, as those terms are defined by any applicable law, rule or regulation, including, without limitation, the Massachusetts Oil and Hazardous Materials Release Prevention and Response Act, M.G. L. c. 21E, the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq. (herein collectively referred to as "Hazardous Materials") on, in, under or emitting from the premises or for any other condition or defect on the premises. The provisions of this Section shall survive delivery of the deed.

21. PROPERTY INSPECTION. BUYER and BUYER'S agents shall have the right to enter the premises upon no less than forty-eight (48) hours written notice to SELLER, at BUYER'S own risk, for the purposes of inspecting the premises for the presence of Hazardous Materials, provided that BUYER shall not conduct any subsurface tests without SELLER'S prior written consent, not to be unreasonably withheld, and shall promptly restore the premises to their condition prior to any such disturbance. BUYER shall defend, indemnify and hold SELLER harmless against any claim by BUYER or BUYER'S agents, employees or invitees (with BUYER, the "Buyer Parties") for any harm, injury, loss, claims, demand, damage and/or liability arising from or relating to said entry and shall restore the Premises to substantially the same condition as prior to such entry. BUYER shall maintain comprehensive liability insurance, including coverage for bodily injury, wrongful death and property damage, in the minimum amount set forth herein to support the obligations of BUYER under the terms and conditions of this agreement to indemnify, defend and hold harmless SELLER: General Liability: \$1,000,000.00/occurrence, \$2,000,000.00/aggregate; Bodily Injury Liability: \$1,000,000.00/occurrence, \$2,000,000.00/aggregate. The insurance coverage required hereunder shall be issued by insurance companies licensed in Massachusetts and having a Best's rating of A- or better. Prior to entering the premises, BUYER shall provide SELLER with a copy of such insurance policy in each case indicating SELLER is an additional insured on the policy and showing compliance with the foregoing provisions. BUYER'S obligations hereunder are contingent on not having found Hazardous Materials on the premises in quantities that must be reported to the Department of Environmental Protection under the provisions of G.L. c. 21E or the regulations thereunder. If BUYER finds such Hazardous Materials and informs SELLER of

the same in writing prior to the closing date, this Agreement shall be null and void and without recourse to the parties. The provisions of this Section shall survive the delivery of the deed.

22. TITLE OR PRACTICE STANDARDS. Any matter or practice arising under or relating to this Agreement which is the subject of a title standard or a practice standard of the Real Estate Bar Association for Massachusetts at the time for delivery of the deed shall be covered by said title standard or practice standard to the extent applicable.

23. ASSIGNMENT. BUYER shall not assign this Agreement or any of its rights hereunder without prior written consent of SELLER, which may be withheld in the SELLER'S sole and absolute discretion.

24. CLOSING. The deed and other documents required by this Agreement are to be delivered and the Purchase Price paid at the Date and Time of Closing and at the Place of Closing. Unless the Closing takes place at the appropriate Registry of Deeds, all documents and funds are to be delivered in escrow subject to prompt rundown of title and recording, which term shall include registration in the case of registered land.

25. BUYER'S WARRANTIES. BUYER hereby represents and warrants that this Agreement and all documents to be executed by BUYER and delivered to BUYER at the closing are, or at the time of the closing will be, duly authorized, executed and delivered by BUYER, and BUYER hereby acknowledges and agrees that, except for the representations and warranties of the SELLER expressly set forth in this Agreement, the BUYER has not relied upon nor been induced by any representations, warranties, guarantees, promises or statements, whether written or oral, express or implied, or whether made by the SELLER or any employee or representative of the SELLER.

26. NOTICE. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon the earlier of receipt, if hand delivered, one business day after deposit with an express courier service such as Federal Express, the date of receipt or the date that receipt was refused, if sent by certified mail, return receipt requested, or confirmed facsimile transmission, addressed to the parties at the addresses set forth above, and to the party's attorney, as set forth below:

If to SELLER, with a copy to:

In to BUYER, with a copy to:

By such notice, either party may notify the other of a new address, in which case such new address shall be employed for all subsequent deliveries and mailings.

27. DEFAULT. In the event that SELLER defaults under this Agreement, BUYER shall be entitled to terminate this Agreement, and receive a refund of the deposit. The foregoing shall be BUYER'S sole and exclusive remedy at law and in equity for any breach of this agreement by SELLER.

28. POST CLOSING COMPLIANCE AND ADJUSTMENTS. If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice hereof is given within sixty (60) days of the date of the delivery of the deed to the party to be charged, then such party agrees to make a payment to correct the error or omission. This provision shall survive delivery of the deed.

29. EXTENSIONS. BUYER and SELLER hereby authorize their respective attorneys (as the case may be) to execute on their behalf any extensions to the time for performance and any change of location and/or time for delivery of the deed. BUYER and SELLER shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge before the execution or other consent to such extensions, that either party has disclaimed the authority granted herein to bind them. For purposes of this Agreement, facsimile or scanned signatures shall be construed as original.

30. CONSTRUCTION. This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both SELLER and 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.

[Signature Page Follows]

Signed by the parties under seal as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**SELLER:**  
TOWN OF HUBBARDSTON,  
By Its Board of Selectmen

**BUYER:**

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EXHIBIT A

