

**Town of
Natick, Massachusetts**

**REQUEST FOR PROPOSALS
FOR THE SALE OF 5 AUBURN STREET,
NATICK, MASSACHUSETTS
(THE “AUBURN STREET PROPERTY”)**

PROPOSALS DUE:

October 13, 2022, 9:00 A.M. LOCAL TIME

Late Proposals Will Be Rejected.

DELIVER COMPLETED PROPOSALS TO:

Bryan R. Le Blanc
Procurement Officer
Natick Public Works
75 West Street
Natick, MA 01760

NOTICE TO PROPOSERS

The Town of Natick, Massachusetts, Natick Town Hall, 13 East Central Street, Natick, MA 01760 (the “Town”), acting through the Natick Select Board, invites the submission of sealed proposals for the sale of a parcel held by the Town, located at 5 Auburn Street, Natick, Massachusetts. The Request for Proposals (“RFP”) may be obtained from the Procurement Office by emailing bleblanc@natickma.org between 8:30 A.M. and 4:30 P.M. local time, Monday through Thursday, and between 8:30 A.M. and 12:00 P.M. (noon) local time, Friday, beginning on September 7, 2022. Sealed Proposals, contained in sealed envelopes marked “RFP: Sale of the Auburn Street Property” will be received until 9:00 A.M. local time, October 13, 2022, by the Natick Procurement Office, 75 West Street, Natick. Proposals will be publicly opened in the presence of a witness at 75 West Street, Natick, MA 01760, as soon as reasonably practical after 9:00 A.M. Opening will be viewable upon ZOOM at the following link: <https://us06web.zoom.us/j/82704488077?pwd=S09BMXZyWTZ3WHRWeFVBekNsNnM0UT09>. All Proposals shall comply with the RFP issued by the Town including, without limitation, the Proposal Submission Requirements. The Town reserves the right to waive any informality in or to reject any, any part of, or all Proposals in the best interest of the Town. Any Proposal submitted will be binding for one hundred eighty (180) days subsequent to the deadline date for receipt of sealed Proposals.

Section 1: Instructions to Proposers

In accordance with the provisions of Chapter 30B, Section 16 of the Massachusetts General Laws (M.G.L.), the Town of Natick, by the Natick Select Board (hereinafter also “the Town”) invites sealed Proposals from interested parties (hereinafter “Proposers”) for the sale of a parcel held by the Town, located at 5 Auburn Street, Natick, Massachusetts (the “Auburn Street Property.”)

Copies of the RFP may be obtained from the Natick Procurement Office, c/o Natick Public Works, 75 West Street, Natick, MA 01760, by emailing bleblanc@natickma.org between 8:30 A.M. and 4:30 P.M. local time, Monday through Thursday, and between 8:30 A.M. and 12:00 P.M. (noon) local time, Friday, beginning on September 7, 2022.

No formal Pre-Proposal Conference will be held.

Questions regarding this RFP shall be submitted in writing and shall be delivered to the Procurement Office, by email to bleblanc@natickma.org, by the close of business (4:30 P.M. local time) on September 26, 2022. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all registered Proposers.

Sealed Proposals, contained in sealed envelopes marked “RFP: Sale of the Auburn Street Property” will be received until 9:00 A.M. local time, October 13, 2022, at this address:

Natick Procurement Office
c/o Natick Public Works
75 West Street
Natick, MA 01760.

Each Proposer’s name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in the Procurement Office shall be considered official. No late Proposals shall be accepted. No faxed Proposals shall be accepted. Conditional Proposals will not be accepted.

Each Proposal shall be submitted in accordance with the Submission Requirements in order to be considered for award. Any Proposal submitted shall be binding for one hundred eighty (180) days subsequent to the time of the opening of Proposals.

The Town **will not** reimburse Proposers for any costs incurred in preparing Proposals in response to this RFP.

Submission of a Proposal shall be conclusive evidence that the Proposer has examined this RFP and is familiar with all the conditions of any contract awarded by the Town. Upon finding any omission or discrepancy in this RFP, each Proposer shall notify the Town immediately so that

any necessary addenda may be issued. Failure of a Proposer to investigate completely the RFP and/or to be thoroughly familiar with this RFP shall in no way relieve any such Proposer from any obligation with respect to the Proposal.

By submission of a Proposal, the Proposer agrees that if its Proposal is accepted, then it shall enter into a Contract with the Town which incorporates all of the requirements of this RFP. By submission of a Proposal, the Proposer further indicates acceptance of all terms and conditions of this RFP.

Corrections, modifications or withdrawal of Proposals shall be submitted in writing to the Town prior to the deadline and shall be contained in a sealed envelope clearly marked, as appropriate, "CORRECTION, MODIFICATION OR WITHDRAWAL OF PROPOSAL RELATED TO SALE OF THE AUBURN STREET PROPERTY." No corrections, modifications, or withdrawal of Proposals shall be permitted after Proposals have been opened.

Massachusetts General Laws Chapter 30B, Section 16 which is incorporated herein by reference, will govern all procedures.

For further information, refer to the succeeding sections, with which each Proposer shall comply in submitting a Proposal.

Section 2: Pre-Proposal Conference, Questions and Inquiries, Final Inquiry Date

A. Pre-Proposal Conference

The Town shall hold a Pre-Proposal Conference/Site Visit to the site of the Property, at 5 Auburn Street, Natick, Massachusetts at 10:00 A.M. on September 21, 2022. This will be the only opportunity afforded to Proposers to tour the site and to view the current state of the inside of the building on the Property. No individual tours will be offered. Accordingly, Proposers are strongly encouraged to attend this Pre-Proposal Conference/Site visit.

B. Questions and Inquiries

Questions regarding this RFP shall be submitted in writing and shall be delivered to the Procurement Office, by email to bleblanc@natickma.org, by the close of business (4:30 P.M. local time) on September 26, 2022. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all registered Proposers.

Section 3: Description of the Property

1. Auburn Street Property

The Auburn Street Property, located at 5 Auburn Street, Natick, Massachusetts, consists of an approximately 2.84 acre parcel improved with an approximately 14,000 SF vacant building, and an approximately 5,000 SF paved parking area, and being shown on Town of Natick Assessors' Map Parcel ID 63-00000001. A plot plan depicting the Auburn Street Property is included herein as Exhibit A.

The Auburn Street Property is located within the John Eliot Historic District and may be eligible for permitting under the Historic Preservation Bylaw (Section III-J of the Natick Zoning Bylaws). The Site is zoned RG (Residential General). The complete Natick Zoning Bylaw can be accessed from the Town website (<https://www.natickma.gov/701/Zoning-Bylaws>).

The Town makes no representations of any kind with respect to the building's adequacy for reuse. The Auburn Street Property is offered for sale in "AS IS CONDITION," as the Town has no intentions of making any improvements to the Auburn Street Property prior to any Sale. Interested parties will be permitted to perform engineering surveys and due diligence at their own expense, provided that any such inspection or survey is approved in advance in writing, by the Town. Interested parties shall be responsible for determining the adequacy of the structure to support their proposed reuse.

Use of the Auburn Street Property is subject to the Natick Zoning Bylaw.

Section 4: Projected Selection Timeline

RFP Published in Central Register	September 7, 2022
RFP Published in the Metrowest Daily News, the Town's website, and in Natick Town Hall	On or before September 7, 2022
RFP Available	September 7, 2022
Pre-Proposal Conference and Site/Facility Tour	10:00 A.M. on September 21, 2022
Final Inquiry Deadline	4:30 P.M. on September 26, 2022
Proposals Due to Awarding Authority at: Natick Procurement Office 75 West Street Natick, MA 01760	9:00 A.M. on October 13, 2022
Anticipated award is 180 days following due date/opening	April 11, 2023

Section 5: Submission of Proposals

Sealed Proposals, contained in sealed envelopes marked “RFP: Sale of the Auburn Street Property” will be received until 9:00 A.M. local time, October 13, 2022, at this address:

Natick Procurement Office
c/o Natick Public Works
75 West Street
Natick, MA 01760.

The Proposer’s name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. Each Proposal shall include a Price Proposal and a Non-Price Proposal. Each Proposal shall be submitted in accordance with the Proposal Submission Requirements set forth herein in order to be considered for award. All Proposals submitted shall be typed or printed using a standard twelve (12)-point font and a blank line between paragraphs. Pages shall be numbered.

Each Proposal shall be submitted in accordance with the Proposal Submission Requirements in order to be considered for award. Any Proposal submitted shall be binding for one hundred eighty (180) calendar days subsequent to the time of the opening of Proposals.

One (1) unbound, unstapled, and binder clipped Proposal shall be submitted. Proposers shall also submit an electronic copy of the Proposal is a USB or CD ROM format with their Proposals.

Section 6: Proposal Submission Requirements

I. PRICE PROPOSAL

To be considered responsible and responsive and eligible to submit a Proposal for consideration of having the most advantageous Proposal, Proposers shall submit their price Proposals on the form entitled “Price Proposal Form” that is enclosed herewith as Appendix 1. The Price Proposal Form shall include a price that includes the furnishing of all payments, insurance, and other costs incurred in the performance under the Contract, and signed by an individual authorized to bind the Proposer contractually.

II. NON-PRICE PROPOSAL

To be considered responsible and responsive and eligible to submit a Proposal for consideration of having the most advantageous Proposal, Proposers shall submit non-price Proposals that comply with the following requirements:

A. Letter of Transmittal

Proposers shall submit cover letters with their Proposals. Each cover letter shall be signed by the Proposer, stating that the Proposal is effective for at least one hundred eighty (180) calendar days from the opening of Proposals.

B. Table of Contents

Proposals shall include a table of contents, properly indicating the section and page numbers of the information included.

C. Main Content

- 1) A fully executed Price Proposal Form.
- 2) A fully executed Certificate of Non-Collusion.
- 3) A fully executed Certificate of Tax Compliance (M.G.L., c.62C, §49A).
- 4) A fully executed Disclosure of Beneficial Interests in Real Property Transaction Form (M.G.L. c. 7C, §38).
- 5) A fully executed Conflict of Interest Certification (M.G.L. c.268A).
- 6) A fully executed Certificate of Corporate Proposer.
- 7) A fully executed Certificate of Compliance with M.G.L. c. 151B.
- 8) A fully executed Certificate of Non-Debarment.
- 9) The name, address, telephone number and email address of the individual submitting the Proposal who will serve as the organization's primary contact with the Town.
- 10) A description of the organization, its year of founding, its mission/purpose, legal status (specifying any parent/subsidiary companies), its membership composition, and its leadership structure, including a list of any directors and/or partners, as applicable. Each Proposer shall also identify any name changes in the past ten (10) years
- 11) A summary of the Proposer's intended use of the Auburn Street Property. While detailed plans and specifications for the proposed project are not required for the Proposal, Proposers are encouraged to include conceptual drawings, sketches, graphics, and/or other written materials to fully describe and illustrate the proposed uses and plans for the Auburn Street Property. Each Proposer shall also submit a detailed narrative description of the proposed reuse of the Auburn Street Property. Within this section, each Proposer shall include the following information:
 - a. The Proposer's proposed reuse of the Auburn Street Property.
 - b. The estimated number of parking spaces needed, as required by the Natick Zoning Bylaw.
 - c. A summary of any anticipated negative impacts that are expected to substantially affect the surrounding neighborhood or Town of Natick and how the respondent proposes to address, mitigate, and/or minimize these impacts. Impacts can be physical, fiscal, social, or environmental. If the impact is temporary in nature (e.g. during construction only), please note.
 - d. A description of how the proposed reuse complies with the Natick Zoning Bylaw and, as applicable, a specific description of what sections of the Natick Zoning Bylaw from which zoning relief

- may be needed.
 - e. A description of how the Proposed Project furthers the goals of the Natick 2030+ Comprehensive Master Plan (<https://www.natickma.gov/1614/Natick-2030-Master-Plan>), other Town policies, and the goals of the RFP.
 - f. A conceptual landscape plan.\
 - g. A conceptual plan of any building additions, demolitions, new construction, and/or significant changes to the existing structure.
 - h. A Project schedule including permitting, design, and construction phases.
 - i. Listing of all federal, state, and town permits and variances required for the project.
- 12) A statement that the Proposer has visited the Auburn Street Property and is fully acquainted with the conditions as they exist.
 - 13) A description of past performance in both public and private purchases to which the Proposer was a party.
 - 14) Contact name, phone number and, if applicable, contract name, for up to three (3) current references, ideally from similar projects completed.
 - 15) A statement of any legal proceedings pending or concluded within the past five (5) years relating to the purchasing of property.
 - 16) A statement of financial stability of the Proposer. Each Proposer shall provide the last two (2) year-end Financial Statements with supplemental schedules or last two (2) year's Balance Sheets.
 - 17) Each proposer should submit a development budget and a financing plan, detailing anticipated sources of funding (public and private), timing of such funding, and any application processes to secure such funding.
 - 18) A signed and notarized statement that the Proposer, if selected, will enter into a Development Agreement prepared by the Town, consistent with the elements of its RFP as set forth in Responses Number 11 and Number 17, above.

Section 7. Selection Criteria

1. Minimum Evaluation Criteria

In order to be considered, a Proposal shall comply with the requirements set forth in Section 6 above.

2. Comparative Evaluation Criteria

All responsive proposals will be judged against the **Comparative Evaluation Criteria** detailed below. The Town will rank each proposal as:

- a. Highly Advantageous – the proposal exceeds the standards of the specific criterion;

- b. Advantageous – the proposal fully satisfies the standards of the specific criterion;
- c. Not Advantageous – the proposal does not fully satisfy the standards of the specific criterion, or is incomplete and/or unclear.

2.1 Quality and number of references as a Purchaser in both public and private contexts.

Highly Advantageous Proposal features: Not used.

Advantageous Proposal features: The Proposer’s Proposal features all positive references. A Proposal that meets such criteria will be considered **advantageous**.

Not Advantageous Proposal features: The Proposer’s Proposal features no positive references or one (1) or more negative references. A Proposal that meets such criteria will be considered “**not advantageous**.”

2.2 Proposed re-use of the Auburn Street Property.

Highly Advantageous Proposal features: The proposed use preserves the existing structure to the extent feasible, with no or minimal changes to the existing massing, footprint, or general overall appearance and is respectful of the historic attributes of the existing Auburn Street Property. The proposed use maximizes the amount and quality of open space on the Property, especially the open space along Eliot Street. The proposed use serves community needs or promotes a public service, including affordable housing, civic space, arts & cultural amenities, educational facilities, recreational amenities (such as public access to the Charles River from the site), and/or other such uses as may be proposed. The proposed use furthers the goals of the Natick 2030+ Comprehensive Master Plan. A Proposal that meets all or nearly all such criteria will be rated **highly advantageous**.

Advantageous Proposal features: The proposed use meets many, but not all nor nearly all, of the criteria for “highly advantageous,” above. The proposed use may meet nearly all of the criteria for “highly advantageous” but creates some negative and significant impacts to the surrounding community that are not able to be completely addressed through reasonable mitigation measures. A Proposal that meets such criteria will be rated **advantageous**.

Not Advantageous Proposal features: The proposed use meets few or none of the criteria for “highly advantageous” and/or fails to serve the community needs, fails to promote a public service, fails to promote a public purpose, creates negative and significant impacts that cannot be addressed through reasonable mitigation measures. A Proposal that meets these criteria will be rated “**not advantageous**.”

2.3 Ability to Execute

Highly Advantageous Proposal features: The Proposer presents a clear, concise, and realistic budget and financing plan which describes the proposed source(s) of sufficient funds to purchase the site and complete the proposed improvements thereto. The Proposer’s financing plan describes the schedule, process, requirements, and approvals needed to secure all public

and private funding required to complete the proposed project. The proposed schedule is realistic and implements the proposed improvements in a reasonable length of time. The Proposed Project does not need to be rezoned at Town Meeting to be completed, but may require findings, variances, or other relief from the ZBA or other town boards, commissions, or departments. The Proposer demonstrates sufficient experience in projects similar to the Proposer's submitted plan and has assembled a team with experience to complete the Proposed Project. A Proposal that meets such criteria will be rated **highly advantageous**.

Advantageous Proposal features: The Proposer meets many, but not all, of the criteria for "highly advantageous," above, and the Proposed Project requires a rezoning through Town Meeting. A Proposal that meets such criteria will be rated **advantageous**.

Not Advantageous Proposal features: The Proposer submits a financing plan that does not adequately describe the source(s) of funding or a realistic and feasible process for securing such funding. The Proposer does not demonstrate sufficient experience completing similar projects and has not assembled a development and design team with sufficient experience. The Proposer submits a development budget that is not realistic or sufficient to achieve and implement the proposed project. The submitted schedule is not realistic, requires rezoning through Town Meeting, and/or substantially delays the implementation of the proposed project. A Proposal that meets such criteria will be rated **"not advantageous."**

Section 8. Final Selection and Award of Purchase and Sale Agreement.

The Natick Select Board shall review and rate Proposals submitted in accordance with the terms of this RFP. The Natick Select Board may seek input/assistance from the Natick RFP Committee and Town staff in its review, but it shall not be required to do so. Any Sale of the Auburn Street Property by the Town will be awarded, if at all, pursuant to Massachusetts General Laws Chapter 30B, Section 16, to a responsive and responsible Proposer who has submitted the most advantageous Proposal, taking into consideration price and all other evaluation criteria set forth in the RFP.

The Select Board reserves the right to interview one or more respondents prior to making an award pursuant to this RFP in a manner that is consistent with Massachusetts General Laws Chapter 30B, Section 16.

Nothing in this RFP will compel the Town to award a Purchase and Sale Agreement. The Town may cancel this RFP, may waive, to the extent allowed by law, any informalities, and may reject any and all Proposals, if the Town, in its sole discretion, determines said action to be in the best interest of the Town. The Town may reject as non-responsive any Proposal that fails to satisfy any of the Proposal Submission Requirements.)

The Successful Proposer shall, within ten (10) days after presentation thereof by the Town, execute a Purchase and Sale Agreement in accordance with the terms of this RFP, in the form of the attached Purchase and Sale Agreement. Such ten (10) day period may be extended by written agreement of the Town and the successful Proposer, executed prior to the expiration of said ten (10) day period.

Section 9. Compliance with Laws

The Purchaser shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended.

Section 10. Insurance

The Purchaser shall keep in force the amount of insurance described in the Purchase and Sale Agreement which is a part of this RFP and is incorporated herein by reference.

Section 11. Indemnification

The Purchaser shall assume all indemnification responsibilities described in the Purchase and Sale Agreement which is a part of this RFP and is incorporated herein by reference.

Section 12. Appendices/Exhibits

Appendices

1. Price Proposal Form.
2. Certificate of Non-Collusion.
3. Certificate of Tax Compliance. (M.G.L., c.62C, §49A).
4. Disclosure of Beneficial Interests in Real Property Transaction Form (M.G.L. c. 7C, §38).
5. Conflict of Interest Certification (M.G.L. c.268A).
6. Certificate of Corporate Proposer.
7. Certificate of Compliance with M.G.L. c. 151B.
8. Certificate of Non-Debarment.
9. Purchase and Sale Agreement.

Exhibits

- A. Plan depicting the Auburn Street Property.

Appendix 1
Price Proposal Form
Page 1 of 2

Please print legibly.

For a purchase, the undersigned hereby submits the following price:

Total in numbers

Total in words

Price Proposal Form
Page 2 of 2

Printed Name

Authorized Signature

Date

Printed Name

Printed Title

If a Corporation:

Full Legal Name

Officers of Corporation and Addresses

State of Incorporation

Principal of Business

Zip Code

Qualified in Massachusetts

Yes

No

—

Place of Business in MA

Zip Code

Tel.

Full Legal Name of Surety Company

Principal Place of Business

Admitted in Massachusetts

Yes

No

Place of Business in MA

Zip Code

Tel.

Appendix 2
CERTIFICATE OF NON-COLLUSION

The undersigned certifies, under penalties of perjury, that this 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.

Printed Name of Proposer

Printed Address of Proposer

Telephone Number

By: _
(Signature)

Printed Name

Printed Title

Date

Appendix 3
CERTIFICATE OF TAX COMPLIANCE

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that the Proposer named below has complied with all laws of the Commonwealth of Massachusetts pertaining to the payment of taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.

Printed Name of Proposer

Printed Address of Proposer

Telephone Number

By: _
(Signature)

Printed Name

Printed Title

Date

Appendix 4
DISCLOSURE OF BENEFICIAL INTERESTS IN REAL PROPERTY
TRANSACTION

INSTRUCTION SHEET

NOTE: The Division of Capital Asset Management and Maintenance (DCAMM) shall have no responsibility for insuring that the Disclosure Statement has been properly completed as required by law. Acceptance by DCAMM of a Disclosure Statement for filing does not constitute DCAMM's approval of this Disclosure Statement or the information contained therein. Please carefully read M.G.L. c. 7C, s. 38 which is reprinted in Section 8 of this Disclosure Statement.

Section (1): Identify the real property, including its street address, and city or town. If there is no street address then identify the property in some other manner such as the nearest cross street and its tax assessors' parcel number.

Section (2): Identify the type of transaction to which this Disclosure Statement pertains --such as a sale, purchase, lease, etc.

Section (3): Insert the exact legal name of the Public Agency participating in this Transaction with the Disclosing Party. The Public Agency may be a Department of the Commonwealth of Massachusetts, or some other public entity. Please do not abbreviate.

Section (4): Insert the exact legal name of the Disclosing Party. Indicate whether the Disclosing Party is an individual, tenants in common, tenants by the entirety, corporation, general partnership, limited partnership, LLC, or other entity. If the Disclosing Party is the trustees of a trust then identify the trustees by name, indicate that they are trustees, and add the name of the trust.

Section (5): Indicate the role of the Disclosing Party in the transaction by checking one of the blanks. If the Disclosing Party's role in the transaction is not covered by one of the listed roles then describe the role in words.

Section (6): List the names and addresses of every legal entity and every natural person that has or will have a direct **or** indirect beneficial interest in the real property. The only exceptions are those stated in the first paragraph of the statute that is reprinted in Section 8 of this Disclosure Statement. If the Disclosing Party is another public entity such as a city or town, insert "inhabitants of the (name of public entity)." If the Disclosing Party is a non-profit with no individual persons having any beneficial interest then indicate the purpose or type of the non-profit entity. If additional space is needed, please attach a separate sheet and incorporate it by reference into Section 6.

Section (7): Check "NONE" in the box if none of the persons mentioned in Section 6 is employed by DCAMM or an official elected to public office in the Commonwealth of Massachusetts. Otherwise list any parties disclosed in Section 6 that are employees of DCAMM or an official elected to public office.

Section (8): The individual signing this statement on behalf of the Disclosing Party acknowledges that he/she has read the included provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts.

Section (9): Make sure that this Disclosure Statement is signed by all required parties. If the Disclosing Party is a corporation, please make sure that this Disclosure Statement is signed by a duly authorized officer

of the corporation as required by the statute reprinted in Section 8 of this Disclosure Statement.

DCAMM's acceptance of a statement for filing does not signify any opinion by DCAMM that the statement complies with applicable law.

This completed and signed Disclosure Statement should be mailed or otherwise delivered to:

Deputy Commissioner for Real Estate

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:

(3) PUBLIC AGENCY PARTICIPATING in TRANSACTION:

(4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY:

(5) ROLE OF DISCLOSING PARTY (Check appropriate role):

Lessor/Landlord	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 (Check "NONE" if NONE):

NONE

NAME:

POSITION:

_____	_____
_____	_____

-
-
- (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.

PRINT NAME OF DISCLOSING PARTY (from Section 4, above)

AUTHORIZED SIGNATURE of DISCLOSING PARTY DATE (MM / DD / YYYY)

PRINT NAME & TITLE of AUTHORIZED SIGNER

Appendix 5
CONFLICT OF INTEREST CERTIFICATION

The Proposer hereby certifies that:

1. The Proposer has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Purchase and Sale Agreement pursuant to this Request for Proposals.
2. No consultant to, or subcontractor for, the Proposer has given, offered, or agreed to give any gift, contribution, or offer of employment to the Proposer, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Purchase and Sale Agreement by the Proposer.
3. No person, corporation, or other entity, other than a bona fide full time employee of the Proposer has been retained or hired to solicit for or in any way assist the Proposer in obtaining the Purchase and Sale Agreement (pursuant to this Request for Proposals) upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Purchase and Sale Agreement to the Proposer.
4. The Proposer understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Proposer with respect to the transaction outlined in the Request for Proposals.
5. The Proposer understands that the Proposer, his/her/its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

Printed Name of Proposer

Printed Address of Proposer

Telephone Number

By: _
(Signature)

Printed Name

Printed Title

Date

Appendix 6
CERTIFICATE OF CORPORATE PROPOSER

I, _____, certify that I am the _____ of the
Corporation named as Proposer in the attached Proposal; that _____, who
signed said Proposal on behalf of the Proposer was then _____ of said
Corporation; that I know his/her signature hereto is genuine and that said Proposal was duly
signed, sealed and executed for and on behalf of its governing body.

(Corporate Seal)

Printed Name of Proposer

Printed Address of Proposer

Telephone Number

By: _

(Signature)

Printed Name

Printed Title

Date

This Certificate shall be completed where Proposer is a Corporation and shall be so completed by its Clerk. In the event that the Clerk is the person signing the Proposal on behalf of the Corporation, this certificate shall be completed by another officer of the Corporation.

Appendix 7
CERTIFICATE OF COMPLIANCE WITH M.G.L. c. 151B

The Proposer hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein. The Proposer also hereby certifies that it shall comply with any and all Supplier Diversity Office (SDO) thresholds, as applicable, if they have been established in conjunction with this Request for Proposals.

Printed Name of Proposer

Printed Address of Proposer

Telephone Number

By: _
(Signature)

Printed Name

Printed Title

Date

Appendix 8
CERTIFICATE OF NON-DEBARMENT

The Proposer hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Proposer shall inform the Town within one (1) business day of such debarment, suspension, or prohibition from practice.

Printed Name of Proposer

Printed Address of Proposer

Telephone Number

By: _
(Signature)

Printed Name

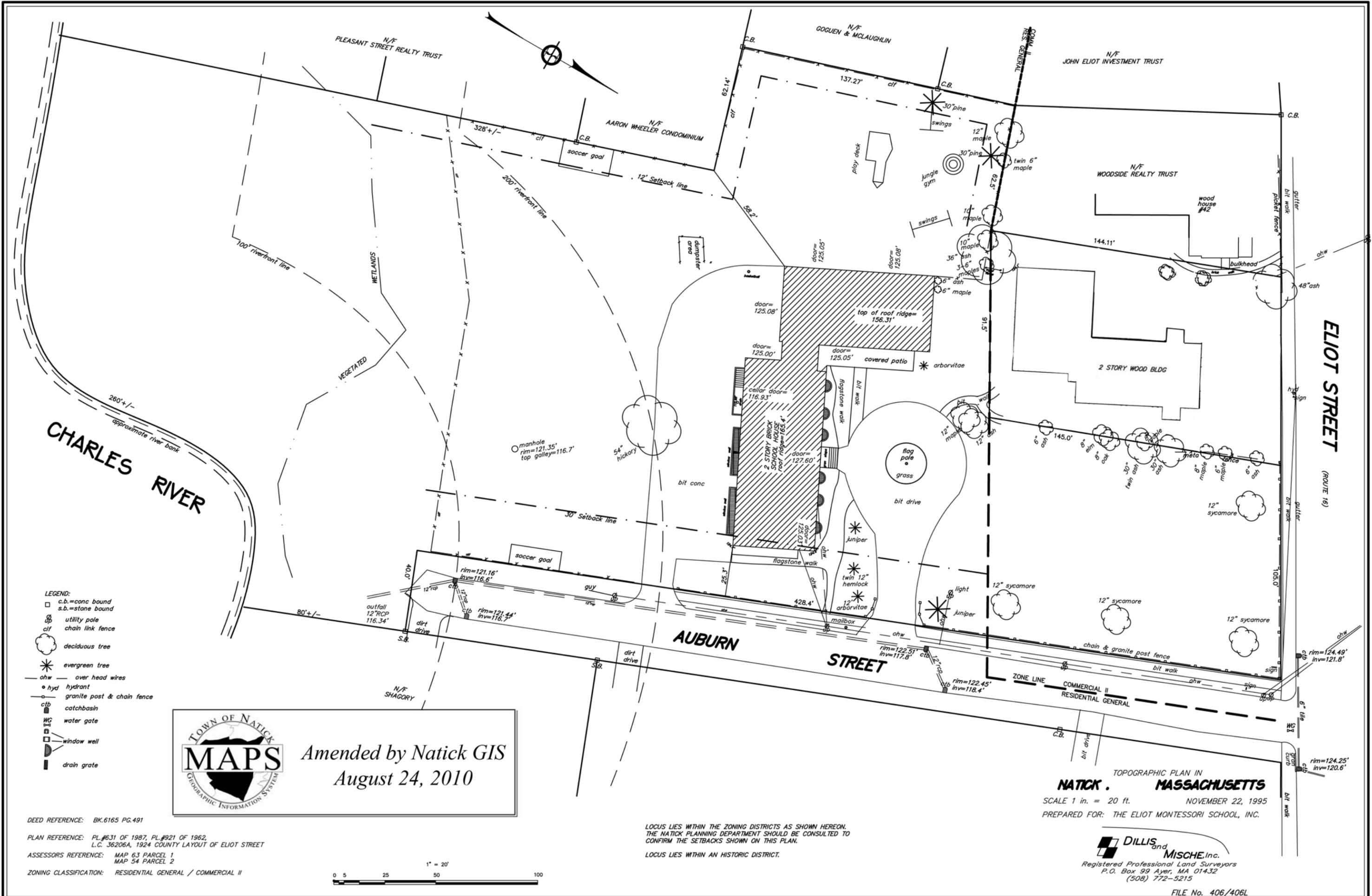
Printed Title

Date

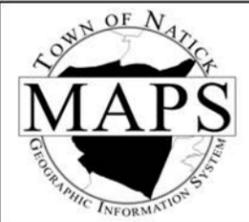
Appendix 9
Purchase and Sale Agreement

(See attached document.)

Exhibit A. Plan depicting the Auburn Street Property.
(See attached document).



- LEGEND:**
- c.b.=conc bound
 - s.b.=stone bound
 - ⊕ utility pole
 - clf chain link fence
 - ☁ deciduous tree
 - * evergreen tree
 - ohw over head wires
 - hyd hydrant
 - granite post & chain fence
 - ctb catchbasin
 - WG water gate
 - window well
 - drain grate



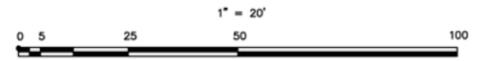
Amended by Natick GIS
August 24, 2010

DEED REFERENCE: BK.6165 PG.491

PLAN REFERENCE: PL.#631 OF 1987, PL.#921 OF 1962,
L.C. 36206A, 1924 COUNTY LAYOUT OF ELIOT STREET

ASSESSORS REFERENCE: MAP 63 PARCEL 1
MAP 54 PARCEL 2

ZONING CLASSIFICATION: RESIDENTIAL GENERAL / COMMERCIAL II



LOCUS LIES WITHIN THE ZONING DISTRICTS AS SHOWN HEREON.
THE NATICK PLANNING DEPARTMENT SHOULD BE CONSULTED TO
CONFIRM THE SETBACKS SHOWN ON THIS PLAN.

LOCUS LIES WITHIN AN HISTORIC DISTRICT.

TOPOGRAPHIC PLAN IN
NATICK, MASSACHUSETTS
SCALE 1 in. = 20 ft. NOVEMBER 22, 1995
PREPARED FOR: THE ELIOT MONTESSORI SCHOOL, INC.

DILLIS and MISCHÉ, Inc.
Registered Professional Land Surveyors
P.O. Box 99 Ayer, MA 01432
(508) 772-5215

FILE No. 406/406L

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this “**Agreement**”) is entered into as of the ___ day of _____ (the “**Effective Date**”) by and between the Town of Natick, a municipal corporation, with an address of Town Hall, 13 East Central Street, Natick, Massachusetts 01760, acting by and through its Select Board (“**Seller**”), and _____ with an address of _____ (“**Buyer**”).

RECITALS

WHEREAS, Seller desires to sell to Buyer, consistent with the Request for Proposals (“RFP”) issued by Seller on September 7, 2022, concerning certain real property at 5 Auburn Street, Natick, Massachusetts 01760, consisting of an approximately 2.84 acre parcel improved with an approximately 14,000 S.F. building, shown on the Town of Natick Assessors’ Map as Parcel ID 63-00000001, and title recorded in the Middlesex South Registry of Deeds at Book 6165, Page 491-492, together with all of Seller’s right, title and interest in and to the rights, privileges and easements appurtenant to such real property and all improvements and structures now situated thereon, and certain related personal and intangible property further described below (the “**Property**”); and

WHEREAS, Buyer desires to purchase from Seller the Property in accordance with the terms and conditions hereinafter set forth.

ARTICLE 1

Purchase and Sale Agreement

1.1 Agreement to Purchase and Sell.

In consideration of the mutual undertakings and covenants of the parties set forth in this Agreement, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Seller agrees to sell the Property to Buyer and Buyer agrees to buy the Property from Seller on and subject to the terms and conditions contained in this Agreement, and as described in Buyer’s RFP response.

ARTICLE 2

The Property

2.1 Description of the Property.

In addition to the real property and improvements described above, the “**Property**” includes the following:

(a) Personal Property. All of Seller’s right, title and interest in and to the following (the “**Personal Property**”): (i) mechanical systems, fixtures, and equipment comprising a part of or attached to or located upon the Property; (ii) maintenance supplies, equipment and tools, if any, but only to the extent owned by Seller and used exclusively in connection with, and located in or on, the Property; and (iii) signs situated on or at the Property.

(b) ***Intangible Property.*** To the extent assignable without cost to Seller or the consent of third parties, all licenses, permits, development rights, approvals, guarantees, trademarks, trade names, warranties (provided Buyer shall be obligated to pay any transfer fees pertaining to the assignment of such warranties), and other intangible property (the “**Intangible Property**”), if any, owned by Seller and relating solely to the Property (including the Personal Property).

ARTICLE 3

Purchase Price; Deposit; Adjustments

3.1 *Purchase Price.*

The purchase price for the Property is _____ Dollars (\$XX), subject to adjustment as set forth in this Agreement (the “**Purchase Price**”). The Purchase Price will be payable by wire transfer of immediately available federal funds at the Closing.

3.2 *Deposit.*

On the Effective Date, Buyer will deposit with an escrow agent as selected by the Seller the sum of ten percent of the sales price (the “**Deposit**”) to secure Buyer’s obligations under this Agreement, which Deposit shall thereafter be non-refundable except as otherwise expressly set forth in this Agreement. If Closing occurs in accordance with this Agreement, the Deposit (and all interest earned thereon) shall be applied against the Purchase Price, as hereinafter provided. Any and all interest earned on the Deposit shall be considered part of the Deposit and shall be reported to Buyer’s federal tax identification number.

3.3 *Prorations of Taxes.* All real and personal property taxes attributable to the fiscal year in which the Closing occurs shall be prorated and adjusted as of the Closing Date as an adjustment at the Closing. If the tax bills for the fiscal year during which the Closing Date occurs are not finally determined, then such taxes and other charges shall be prorated on the basis of the most currently available tax bills and, thereafter, promptly re-prorated upon the availability of actual bills for the applicable period. The terms of this Section 3.3 shall survive Closing for the period of one (1) year.

3.4 *Utilities.*

All charges for water, sewer, electricity, gas, telephone, and all other utilities (“**Operating Expenses**”), shall be prorated on a per diem basis as of the Closing Date. If any Operating Expenses cannot conclusively be determined as of the Closing Date, then the same shall be adjusted at Closing based upon the most recently issued bills thus far and readjusted within one hundred twenty (120) days after the Closing. If consumption of any of the foregoing is measured by meter, Seller shall, prior to the Closing Date, use reasonable efforts to obtain a reading of each such meter and a final bill as of the Closing Date. Seller and Buyer shall cooperate to cause the transfer of utility accounts from Seller to Buyer. Seller shall be entitled to retain any utility security deposits to be refunded. At Closing, Buyer shall post substitute utility security deposits to replace those previously paid by Seller or, if the utility provider will not refund such deposits to Seller, Seller shall be reimbursed therefor by Buyer at Closing. The terms of this Section 3.4 shall survive Closing.

3.5 **Adjustment Payments; Estimates.**

The net amount of all adjustments to be made under this Article 3 will be paid on the Closing Date in immediately available funds as a proration of the Purchase Price. All post-closing adjustments will be made in immediately available funds. All apportionments and prorations made hereunder shall be made based on the number of days of ownership of the Property in the period applicable to the apportionment, with Buyer entitled to income and responsible for expenses for the Closing Date; *provided, however*, in the event Seller does not receive the Purchase Price by receipt of wired funds by 5:00 EST time on the Closing Date, all prorations shall be made as of the following Business Day (as defined herein). Prorations of annual payments will be made based on the number of days of ownership in the applicable annual period. In the event, on the Closing Date, the precise figures necessary for any of the foregoing adjustments are not capable of determination, then, except to the extent otherwise provided in this Agreement, those adjustments will be made on the basis of good faith estimates using currently available information, and final adjustments shall be made within three (3) months after the Closing Date to the extent precise figures are determined or become available. The terms of this Section 3.5 shall survive Closing.

3.6 **Closing Costs.**

At the Closing, (a) Seller shall pay and be responsible for (i) all fees and costs associated with delivering title to the Property in the condition required by this Agreement, (ii) all deed stamps payable in connection with the recording of the Deed, (iii) one-half of the fees of the escrow agent, and (iv) Seller's counsel's fees and expenses; and (b) Buyer shall pay and be responsible for (i) all recording charges other than as are the express responsibility of Seller pursuant to the terms of this Section, (ii) all costs and fees for title examination, title insurance and other title company charges, loan fees, the survey of the Property and all of Buyer's due diligence studies and investigations, (iii) one-half of the fees of the escrow agent, and (iv) Buyer's counsel's fees and expenses. Seller and Buyer shall each pay all other expenses, charges or costs for which sellers and buyers, respectively, are customarily responsible in commercial real estate transactions of a similar nature in the Commonwealth of Massachusetts.

3.7 **Closing Statement.**

Each of Seller and Buyer will provide the Sellers's counsel with sufficient information to prepare a draft closing statement at the Closing.

ARTICLE 4

Representations, Warranties, Covenants and Agreements

4.1 **Seller's Representations and Warranties.**

Seller makes only the representations and warranties to Buyer which are set forth below, provided that Buyer acknowledges and agrees that each of such representations and warranties is and may be expressly qualified by any information set forth in this Agreement or any files, documents, materials, analyses, studies, tests or reports disclosed or made available to Buyer prior to the Effective Date and may be modified or updated in accordance with the terms of this Agreement. Except for such representations and warranties set forth in this Section 4.1, the Property is being acquired by Buyer in an "AS IS" condition and "WITH ALL FAULTS" existing as of the Closing Date. Buyer acknowledges that it will be acquiring the Property on the basis of

its own investigations, if any, undertaken prior to the Effective Date. Except for such representations and warranties set forth in this Section 4.1, no representations or warranties have been made or are made and no responsibility has been or is assumed by Seller or by any officer, person, firm, agent or representative acting or purporting to act on behalf of Seller as to condition or repair of the Property or the value, expense of operation, or income potential thereof, the reliability of any information furnished to Buyer or as to any other fact or condition which has or might affect the Property or the condition, repair, value, expense of operation or income potential of the Property or any portion thereof. Except with respect to a breach by Seller of any representation or warranty expressly contained herein, Buyer hereby waives, releases and forever discharges Seller, any official, , employee, agent , attorney, consultant, or person acting on behalf of Seller of and from any and all claims, actions, causes of action, demands, rights, damages, liabilities and costs whatsoever, direct or indirect, known or unknown, which Buyer now has or which may arise in the future, against the Seller related in any way to the Property. Buyer hereby agrees not to assert any claim for contribution, cost, recovery or otherwise against Seller relating directly or indirectly to the physical condition of the Property including, without limitation, the existence of oil, lead paint, lead, radon, asbestos, mold, or hazardous materials or substances on, or the environmental condition of, the Property, whether known or unknown. The parties agree that all understandings and agreements heretofore made between them or their respective agents or representatives, including Buyer's response to the RFP, are merged in this Agreement and the Exhibits hereto annexed, which alone fully and completely express their agreement, and that this Agreement has been entered into after full investigation, or with the parties satisfied with the opportunity afforded for investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in this Agreement or the Exhibits annexed hereto. Buyer acknowledges that Seller has required Buyer to inspect fully the Property and investigate all matters relevant thereto (including title and survey matters as set forth in Section 5.2 hereof), and to rely solely upon the results of Buyer's own inspections or other information obtained or otherwise available to Buyer, provided that the foregoing shall not diminish Buyer's rights with respect to any representations or warranties expressly made by Seller in this Agreement. The foregoing release in this Section 4.1 shall be effective as of the Closing, and shall survive Closing.

THE CLOSING HEREUNDER SHALL BE CONCLUSIVE EVIDENCE THAT: (A) BUYER HAS FULLY AND COMPLETELY INSPECTED (OR HAS CAUSED TO BE FULLY AND COMPLETELY INSPECTED) THE PROPERTY; (B) BUYER ACCEPTS THE PROPERTY IN ITS "AS IS" CONDITION; AND (C) THE PROPERTY FULLY COMPLIES WITH SELLER'S COVENANTS AND OBLIGATIONS HEREUNDER, EXCEPT FOR ANY BREACH OF REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN THIS SECTION 4.1.

Subject to the foregoing, Seller hereby represents and warrants to Buyer as of the Effective Date as follows:

(a) Authority. This Agreement has been duly authorized, executed, and delivered by Seller. All documents that are to be executed by Seller and delivered to Buyer on the Closing Date have been, or on the Closing Date will be, duly executed, authorized, and delivered

by Seller. This Agreement and all such documents are, and on the Closing Date will be, legal, valid, and binding obligations of Seller, enforceable in accordance with their terms.

(b) Litigation. There are no existing legal actions, suits, or similar proceedings pending against Seller, or to Seller's knowledge, threatened against Seller, which if adversely determined, would materially and adversely affect Seller's ability to consummate the transactions contemplated by this Agreement.

(c) Service Contracts. There are no service contracts ("**Contracts**") in effect entered into by Seller which will affect the Property or operations of the Property after Closing, whether by their terms or through Seller terminating them as of or prior to the Closing.

(d) Leases. Seller has not entered into any leases, subleases, licenses, or other rental agreements or occupancy agreements (written or verbal) presently in effect which grant any possessory interest in and to any space situated on or in the Property or that otherwise give rights with regard to use of the Property, other than as disclosed by Seller to Buyer.

(e) Non-Foreign Person. Seller is not a "foreign person," "foreign trust" or "foreign corporation" within the meaning of the United States Foreign Investment in Real Property Tax Act of 1980 and the Internal Revenue Code of 1986, as subsequently amended.

(f) OFAC. Neither Seller nor, to Seller's knowledge any of its equity owners or any of its or their respective employees, officers or directors, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control of the Department of the Treasury ("**OFAC**") (including those named on OFAC's Specially Designated and Blocked Persons List) or under any similar statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism) or other similar governmental action.

The representations and warranties of Seller set forth in this Section 4.1, as updated as of the Closing in accordance with the terms of this Agreement, shall survive Closing for a period of thirty (30) days. Seller shall have no liability to Buyer for a breach of any representation or warranty unless written notice containing a description of the specific nature of such breach shall have been given by Buyer to Seller prior to the expiration of said thirty (30) day period, nor shall Seller have any liability unless the amount of such claim or claims, individually or in the aggregate, exceeds Fifty Thousand and 00/100 Dollars (\$50,000.00); *provided, however*, any claim for a breach of a representation or warranty shall be limited to actual damages suffered by Buyer (specifically excluding consequential, punitive, incidental, special, or indirect damages), and in no event shall Seller have any liability in excess of One Hundred Thousand and 00/100 Dollars (\$100,000.00). Anything contained herein to the contrary notwithstanding, to the extent any inaccuracy in a representation and warranty of Seller in this Agreement or any documents or instruments delivered by Seller at the Closing is revealed in any of the Due Diligence Materials (as defined herein) or other documents or information provided or made available to Buyer or otherwise obtained by Buyer (whether from Seller or any third party) and Buyer nevertheless consummates the Closing and the transactions contemplated by this Agreement, then such representation and warranty shall be deemed modified

to reflect such inaccuracy. The reference to “Seller’s knowledge” as used in this Section 4.1 shall be deemed to mean the actual knowledge of the Town Administrator of the Town of Natick and the Chair of the Natick Select Board (the “**Designated Individuals**”), without any obligation for such person to make any independent investigation of the matters being represented or warranted, to make any inquiry of any other persons, or to search or examine any files, records, books or correspondence. Notwithstanding anything to the contrary contained herein, the designation of the Designated Individual shall in no event expose the Designated Individual to personal liability hereunder on account of a breach by Seller of any representation or warranty contained herein, all such liability residing only with Seller.

4.2 **Seller’s Covenants.** Seller covenants the following between the Effective Date and the Closing:

(a) **Operations/Property Planning.** During the pendency of this Agreement, Seller shall carry on its business and activities relating to the Property substantially in the same manner as it did before the Effective Date and will perform its material obligations under the Contracts.

(b) **Continuation/Assumption of Contracts.** After the Effective Date, Seller shall not modify or amend any Contract or enter into any new service contract for the Property without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned, or delayed, unless such contract is terminable without penalty by the then owner of the Property upon not more than thirty (30) days’ notice in which event no prior consent of Buyer shall be required.

(c) **Replacement of Personal Property.** No material personal property included as part of the Property shall be removed from the Property unless the same is replaced with similar items of at least equal quality prior to the Closing.

Notwithstanding the foregoing, Seller shall have no obligation to Buyer to bring the Property into compliance with any laws or regulations applicable to the Property, make any repairs or improvements to any portion of the Property that would improve the condition of the Property beyond the condition of the Property as it exists on the Effective Date in any material respect, or make or perform, during the term of this Agreement, any capital repairs or replacements.

4.3 **Buyer’s Representations and Warranties.**

Buyer hereby represents and warrants to Seller as of the date of this Agreement as follows:

(a) **Organization and Authority.** This Agreement has been duly authorized, executed, and delivered by Buyer and all consents required under Buyer’s organizational documents or by law have been obtained. All documents that are to be executed by Buyer and delivered to Buyer on the Closing Date have been, or on the Closing Date will be, duly executed, authorized and delivered by Buyer. This Agreement and all such documents are, and on the Closing Date will be, legal, valid and binding obligations of Buyer, enforceable in accordance with

their terms and do not, and, at the time of the Closing Date will not, violate any provisions of any agreement or judicial or administrative order to which Buyer is a party or to which Buyer or the Property (or any portion thereof) is subject. Buyer is duly formed, validly existing and in good standing under the laws of the jurisdiction of its organization.

(b) Pending Actions/Noninterference. There are no actions, suits, or proceedings (including arbitration proceedings) pending or to the best of Buyer's knowledge, threatened against Buyer which could have a material adverse effect on Buyer's ability to perform its obligations hereunder, at law or in equity or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality.

(c) OFAC. Neither Buyer nor, to Buyer's knowledge any of its equity owners or any of its or their respective employees, officers or directors, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of OFAC (including those named on OFAC's Specially Designated and Blocked Persons List) or under any similar statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism) or other similar governmental action.

(d) Anti-Money Laundering Laws. Buyer has taken, and shall continue to take until the Closing, such measures as are required by applicable law to assure that the funds used to pay to Seller the Purchase Price are derived: (i) from transactions that do not violate United States law nor, to the extent such funds originate outside the United States, do not violate the laws of the jurisdiction in which they originated; and (ii) from permissible sources under United States law and to the extent such funds originate outside the United States, under the laws of the jurisdiction in which they originated.

Buyer shall indemnify Seller against and hold Seller harmless from any and all loss, damage, liability or expense, including court costs and reasonable attorneys' fees, which Seller may reasonably incur or sustain by reason of or in connection with any and all obligations, liabilities, claims or demands by third parties, whether direct, contingent or consequential, and no matter how arising, either (a) in any way related to or arising from any act, conduct, omission, contract, agreement or commitment of Buyer, or (b) arising from any loss or damage to third parties that occurs following the Closing Date and in any way relates to or arises from the sale, use, operation, or occupancy of the Property. Buyer's obligations pursuant to this Section 4.3 shall survive the Closing.

ARTICLE 5

Property Materials

5.1 Title and Survey.

(a) Satisfaction of Due Diligence. Buyer acknowledges that Buyer has conducted prior to the Effective Date, such investigations of the Property, including but not limited to, the structural and environmental conditions thereof, as Buyer has deemed necessary or desirable to satisfy itself as to the condition and suitability of the Property and the existence or nonexistence

or curative action to be taken with respect to any structural conditions or any hazardous or toxic substances on or discharged from the Property and will rely solely upon the same and not upon any information provided by or on behalf of Seller or its agents or employees with respect thereto. Buyer will assume the risk that adverse structural or environmental conditions may not have been revealed by Buyer's investigations, and Buyer, upon Closing, shall be deemed to have waived and released Seller (and employees, officials, , , agents, attorneys, representatives, and consultants and its and their respective successors and assigns) from and against any and all claims, demands, causes of action (including causes of action in tort), losses, damages, liabilities, costs and expenses (including attorneys' fees and expenses) of any and every kind or character, known or unknown, which Buyer might have asserted or alleged against Seller (and its employees, officials, , , agents, attorneys, representatives, and consultants and its and their respective successors and assigns) at any time by reason of or arising out of any structural or environmental condition at or on the Property. All investigations made by Buyer have been undertaken at Buyer's sole cost and expense and have been performed in accordance with this Agreement.

(b) Reports. Upon Seller's written request, Buyer will promptly provide Seller with a copy of any report, draft report or evaluation ("**Reports**") which indicates the presence of any structural conditions or hazardous materials on the Property or the violation of any applicable law. Buyer agrees to keep confidential and not to disclose the results or the contents of any Reports, to the extent allowed by law. In the event Buyer terminates this Agreement for any reason other than a Seller Default, Buyer shall, upon the request of Seller, promptly deliver to Seller copies of any third party reports prepared for Buyer in connection with Buyer's investigation of the Property.

5.2 Due Diligence Materials.

Prior to the Effective Date, Seller has made available to Buyer non-proprietary materials, data and other information in the possession of Seller which relate exclusively to the Property (the "**Due Diligence Materials**"). In no event after the Effective Date shall Seller be required to prepare or obtain any other information, report, document, survey, study, report or other item for Buyer. Buyer acknowledges and agrees that Seller makes no representation or warranty as to the accuracy or completeness of the Due Diligence Materials or any other materials delivered by Seller in connection herewith. Buyer shall on or before Closing, (a) review any Due Diligence Materials including those relating to title and survey matters, (b) review any title commitment for the Property (the "**Title Commitment**"), and (c) review any survey Buyer elect to cause to be performed depicting the Property, certified to Buyer, a Title Company, and any lender of Buyer (the "**Survey**").

5.3 Required State of Title.

Seller shall remove any encumbrances or exceptions to title which are voluntarily created by, through or under Seller after the Effective Date that materially and adversely affect the Property. In no event shall Seller be required to bring suit to clear any claimed title or survey defects. At the Closing, Seller shall convey by quitclaim deed to Buyer (or to Buyer's permitted nominee) Seller's right, title and interest in and to the Property free and clear of any and all liens and other encumbrances, except for the Permitted Encumbrances. As used herein, the term "Permitted Encumbrance" shall mean (a) the standard printed exclusions from coverage contained in the ALTA form of owner's and lender's title policy; (b) all matters, whether or not of record,

that arise out of the actions of Buyer or its agents, representatives or contractors; (c) the lien of real estate taxes, water, sewer, and other public charges not yet due and payable; and (d) all other matters affecting title to the Property as to which Buyer has actual knowledge or is deemed to know as of the Effective Date.

ARTICLE 6
Conditions to Seller's and Buyer's Performance

6.1 Conditions to Seller's Obligations.

The obligations of Seller to consummate the transaction contemplated by this Agreement are, in addition to the other terms and conditions of this Agreement, subject to the following (any one or more of which may be waived in whole or in part by Seller at its discretion):

(a) The representations and warranties made by Buyer in this Agreement being true and correct in all material respects on and as of the Closing Date with the same force and effect as though such representations and warranties had been made as of the Closing Date (except as the same may be modified or updated in accordance with the terms of this Agreement), and Buyer shall deliver a certificate to such effect at Closing; and

(b) Buyer having performed in all material respects all covenants and obligations required by this Agreement to be performed by Buyer on or prior to the Closing Date, including, without limitation, payment of the Purchase Price, as adjusted and prorated hereunder.

6.2 Conditions to Buyer's Obligations.

The obligations of Buyer to consummate the transaction contemplated by this Agreement are, in addition to the other terms and conditions of this Agreement, subject to the following (any one or more of which may be waived in whole or in part by Buyer at its discretion):

(a) The representations and warranties made by Seller in this Agreement being true and correct in all material respects on and as of the Closing Date with the same force and effect as though such representations and warranties had been made as of the Closing Date (except as the same may be modified or updated in accordance with the terms of this Agreement), and Seller shall deliver a certificate to such effect at Closing; and

(b) Seller having performed in all material respects all covenants and obligations in all material respects required by this Agreement to be performed by Seller on or prior to the Closing Date.

ARTICLE 7
Closing

7.1 Escrow Closing.

Provided all conditions to closing contained in this Agreement have been satisfied (or deemed satisfied) or waived in writing, the transaction contemplated by this Agreement shall close (the "**Closing**"), on or before 90 days from the date of the RFP award (as the same may be extended in accordance with the terms of this Agreement, the "**Closing Date**". Seller, in its sole and absolute

discretion, shall have the right to extend the Closing Date by up to fourteen (14) days by notice to Buyer sent not less than three (3) Business Days before the originally scheduled Closing Date

7.2 Seller's Closing Deliveries.

At Closing, Seller shall deliver or cause to be executed and delivered to the Escrow Agent each of the following items:

- (a) A quitclaim deed in the form of Exhibit C attached hereto (the “**Deed**”);
- (b) Bill of Sale in the form of Exhibit D attached hereto;
- (c) General Assignment and Assumption in the form of Exhibit E attached hereto (the “**Assignment and Assumption Agreement**”);
- (d) Certificate of Non-Foreign Status in the form of Exhibit F attached hereto;
- (e) Settlement statement showing all of the payments, adjustments and prorrations provided for in this Agreement and otherwise agreed upon by Seller and Buyer (the “**Settlement Statement**”);
- (f) The Development Agreement, as hereinafter defined, in the form of Exhibit G attached hereto;
- (g) Customary form of owner’s affidavit;
- (h) The certificate regarding Seller’s representations and warranties contemplated by Section 6.2(a);
- (i) Such evidence as may be reasonably and customarily required by the Title Company with respect to the authority of the person(s) executing the documents required to be executed by Seller on behalf of Seller; and
- (j) All other instruments and documents reasonably required to effectuate this Agreement and the transactions contemplated thereby.

7.3 Buyer's Closing Deliveries.

At Closing, Buyer shall deliver or cause to be executed and delivered to the Escrow Agent each of the following items:

- (a) The Purchase Price;
- (b) The Assignment and Assumption Agreement;
- (c) The Settlement Statement;
- (d) The Development Agreement;

(e) The certificate regarding Buyer's representations and warranties contemplated by Section 6.2(b);

(f) Such evidence as may be reasonably and customarily required by the Title Company with respect to the authority of the person(s) executing the documents required to be executed by Buyer on behalf of Buyer; and

(g) All other instruments and documents reasonably required to effectuate this Agreement and the transactions contemplated thereby.

7.4 **Delivery of Deposit.**

On the Closing Date the Escrow Agent will deliver or cause to be delivered the Deposit pursuant to the terms of this Agreement.

ARTICLE 8
Brokerage Commissions

8.1 **Representations and Indemnity.**

Seller and Buyer each mutually represent and warrant to the other that they have not dealt with, and are not obligated to pay, any fees or commissions to any broker in connection with the transaction contemplated by this Agreement. To the extent permitted by applicable law, Seller hereby agrees to indemnify, defend and hold Buyer harmless from and against all liabilities, costs, damages and expenses (including reasonable attorneys' fees) arising from any claims for brokerage or finder's fees, commissions or other similar fees in connection with the transaction covered by this Agreement insofar as such claims shall be based upon alleged arrangements or agreements made by Seller or on Seller's behalf. Buyer hereby agrees to indemnify, defend and hold Seller harmless from and against all liabilities, costs, damages and expenses (including reasonable attorneys' fees) arising from any claims for brokerage or finders' fees, commissions or other similar fees in connection with the transaction covered by this Agreement insofar as such claims shall be based upon alleged arrangements or agreements made by Buyer or on Buyer's behalf. The covenants and agreements contained in this Article shall survive the termination of this Agreement or the Closing of the transaction contemplated hereunder.

ARTICLE 9
Default, Termination and Remedies; Failed Condition

9.1 **Seller Default.**

In the event that Seller breaches or shall have failed in any material respect on the Closing Date to have performed any of the covenants and agreements contained in this Agreement which are to be performed by Seller on or before the Closing Date ("**Seller Default**"), then Buyer shall have the right, following 30 days' notice and Seller's opportunity to cure to either (a) terminate this Agreement, whereupon Escrow Agent shall release the Deposit to Buyer and, except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder, or (b) take any and all legal actions necessary to compel Seller's specific performance hereunder and to consummate the transaction contemplated by this Agreement in accordance with

the provisions of this Agreement, provided that any such action must be commenced and prosecuted diligently within thirty (30) days following the Closing Date. Buyer's failure to pursue the remedy set forth in clause (b) in the time and manner set forth above shall be deemed a waiver of such remedy. In no event shall Seller be liable to Buyer for any consequential or punitive damages based upon any breach of this Agreement, including, without limitation, breaches of representation or warranty.

9.2 **Buyer Default.**

In the event Buyer breaches or shall have failed in any material respect on the Closing Date to have performed any of the covenants and agreements contained in this Agreement which are to be performed by Buyer on or before the Closing Date ("**Buyer Default**"), Seller shall be entitled to terminate this Agreement, whereupon the Deposit shall be disbursed to Seller as liquidated damages, in lieu of all other remedies available to Seller at law or in equity for such default, and, except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder. Seller and Buyer agree that the damages resulting to Seller as a result of such default by Buyer as of the Effective Date are difficult or impossible to ascertain and the liquidated damages set forth in the preceding sentence constitute Buyer's and Seller's reasonable forecast of such damages and is not a penalty.

9.3 **Failure of a Condition.**

If any condition precedent to Buyer's obligation to close the transactions contemplated by this Agreement has not been satisfied on or before the Closing Date, then Buyer shall give written notice to Seller of the condition or conditions that are not satisfied and Seller shall have a period of up to thirty (30) days to satisfy such condition. The Closing shall take place five (5) Business Days after Seller's notice to Buyer that such condition has been satisfied. If the conditions specified in such notice are not satisfied within thirty (30) days after receipt of such notice (with the Closing Date automatically being extended to accommodate such thirty (30) day period), then Buyer may terminate this Agreement by written notice to Seller and Escrow Agent, whereupon neither party shall have any further rights or obligations hereunder (other than any obligations of either party that expressly survive termination) and the Deposit shall be returned to Buyer. Notwithstanding anything contained herein to the contrary, either party shall have the right to waive the unsatisfied condition or conditions by written notice to the other party and Escrow Agent in which event the Closing Date shall be the date that is five (5) Business Days after the delivery of the waiver notice. It is understood and agreed that the failure of any condition that is not reasonably susceptible of being cured within the time allotted shall not constitute a default, breach of a covenant, or other failure to perform by Seller or Buyer, as applicable, unless such failed condition was caused by such party's willful and intentional actions in violation of its covenants set forth herein.

ARTICLE 10
Miscellaneous

10.1 **Assignment.**

Seller may, in its sole discretion, assign any of Seller's rights or assign or delegate any of Seller's obligations under this Agreement by providing written notice of such assignment to Buyer no later than five (5) Business Days prior to the Closing Date ("**Seller Notice**"). Any Seller Notice

shall provide in writing that assignee has expressly assumed all obligations of the Seller under this Agreement and has acknowledged and agreed in writing to be bound by all of the provisions of this Agreement as if the assignee had originally executed this Agreement as seller. Buyer may not assign any of Buyer's rights or assign or delegate any of Buyer's obligations under this Agreement without first obtaining the prior written consent of Seller, which consent may be withheld by Seller in Seller's sole discretion. No such assignment shall be effective and, if applicable, Seller's consent shall not be effective until and unless (i) Buyer has provided Seller with notice of the identity of the assignee at least five (5) Business Days prior to the Closing Date, (ii) such assignee has expressly assumed in writing all obligations of the Buyer under this Agreement and further acknowledged and agreed in writing to be bound by all of the provisions of this Agreement as if the assignee had originally executed this Agreement as buyer and (iii) if applicable, Seller's consent has been obtained. Notwithstanding any such assignment, the original named Buyer hereunder shall not be released, and shall remain liable for, all obligations of the Buyer under this Agreement prior to the Closing. Buyer shall be solely liable for all additional realty transfer tax resulting from an assignment of this Agreement, if required. However, nothing herein shall prevent Buyer from appointing a title nominee.

10.2 Notices.

Any communication, notice or demand of any kind whatsoever which either party may be required or may desire to give to or serve upon the other shall be in writing and delivered by personal service (including express or courier service) providing receipt for delivery, or by registered or certified mail, postage prepaid, return receipt requested, or by electronic transmission via a .pdf file, addressed to such party at the address set forth below. Any such communication, notice or demand shall be deemed to have been duly given or served on the date personally served or delivery is refused, if by personal service, or three (3) days after being placed in the U.S. mail, if mailed, or upon receipt of a confirmation notice before 5:00 p.m. EST, if by electronic transmission. Any party may change its address for notice by written notice given to the other in the manner provided in this Section. Notice by either party under this Agreement may be given by counsel to such party.

If to Seller:
Town Administrator
Natick Town Hall
13 East Central Street
Natick, Massachusetts 01760
Attn: Jamie Errickson
Email: jerrickson@natickma.org

with a copy to:

Murphy, Hesse, Toomey & Lehane, LLP
300 Crown Colony Drive, Suite 410
Quincy, MA 02169
Attn: Karis L. North
Email: knorth@mhtl.com

If to Buyer:

with a copy to:

10.3 **Interpretation.**

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words of a singular number shall be held to include the plural and vice versa, unless the context requires otherwise.

10.4 **Captions.**

The captions used in connection with the Articles of this Agreement are for convenience only and shall not be deemed to extend, limit or otherwise define or construe the meaning of the language of this Agreement.

10.5 **No Third-Party Beneficiaries.**

Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

10.6 **Amendments.**

This Agreement may not be amended or modified orally. This Agreement may be amended only by a written instrument executed by Seller and Buyer (or Buyer's permitted assignee).

10.7 **Integration.**

This Agreement (including the schedules and exhibits) and Buyer's RFP response, embodies the entire agreement between Seller and Buyer with respect to the transactions contemplated in this Agreement, and there have been and are no covenants, agreements, representations, warranties or restrictions between Seller and Buyer with regard thereto other than those set forth or provided for in this Agreement.

10.8 **Choice of Law; Venue; Jurisdiction.**

This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Massachusetts. For the purposes of any suit, action or proceeding involving this Agreement, the parties hereby expressly submit to the jurisdiction of all federal and state courts sitting in the Commonwealth of Massachusetts and consent that any order, process, notice of motion or other application to or by any such court or a judge thereof may be served within or without such court's jurisdiction by registered mail or by personal service, provided that a reasonable time for appearance is allowed, and the parties agree that such courts shall have exclusive jurisdiction over any such suit, action or proceeding commenced by either or both of said parties. In furtherance of such agreement, the parties agree upon the request of the other to discontinue (or agree to the discontinuance of) any such suit, action or proceeding pending in any other jurisdiction. Each party hereby irrevocably waives any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement brought in any federal or state court sitting in the Commonwealth of Massachusetts

and hereby further irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

10.9 **Jury Waiver.**

In recognition of the benefits of having any disputes with respect to this Agreement resolved by an experienced and expert person, Seller and Buyer hereby agree that any suit, action or proceeding, whether claim or counterclaim, brought or instituted by any party in connection with this Agreement or any event, transaction or occurrence arising out of or in any way connected with this Agreement or the Property, or the dealings of the parties with respect thereto, shall be tried only by a court and not by a jury. ACCORDINGLY, EACH PARTY HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY EITHER PARTY IN CONNECTION WITH ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP OF SELLER AND BUYER HEREUNDER, BUYER'S OWNERSHIP OR USE OF THE PROPERTY, AND/OR ANY CLAIMS OF INJURY OR DAMAGE.

10.10 **Counterparts.**

This Agreement may be executed in two (2) or more counterparts, each of which shall be an original, but such counterparts together shall constitute one and the same instrument notwithstanding that both Buyer and Seller are not signatory to the same counterpart. Signatures to this Agreement transmitted by electronic mail in PDF format shall be valid and effective to bind the party so signing. Each party agrees to promptly deliver an execution original to this Agreement with its actual signature to the other party, but a failure to do so shall not affect the enforceability of this Agreement, it being expressly agreed that each party to this Agreement shall be bound by its own telecopied signature and shall accept the telecopied signature of the other party to this Agreement.

10.11 **Business Day.**

The term "**Business Day**" means any day on which business is generally transacted by banks in the Commonwealth of Massachusetts. In the event any date hereunder (including the Closing Date) falls on a Saturday, Sunday or legal holiday, the date applicable shall be the next Business Day.

10.12 **Time of the Essence.**

Time is of the essence of this Agreement.

10.13 **Use of Proceeds to Clear Title.**

To enable Seller to make conveyance as herein provided, Seller may, at the time of Closing, use the Purchase Price or any portion thereof to clear the title of any or all encumbrances or interests, provided that provision reasonably satisfactory to Buyer's attorney is made for prompt recording of all instruments so procured in accordance with conveyancing practice in the jurisdiction in which the Property is located.

10.14 **Submission not an Offer or Option.**

The submission of this Agreement or a summary of some or all of its provisions for examination or negotiation by Buyer or Seller does not constitute an offer by Seller or Buyer to enter into an agreement to sell or purchase the Property, and neither party shall be bound to the other with respect to any such purchase and sale until a definitive agreement satisfactory to Buyer and Seller in their sole discretion is executed and delivered by both Seller and Buyer.

10.15 **No Rule of Construction.**

Seller and Buyer have each been represented by counsel in the negotiations and preparation of this Agreement; therefore, this Agreement will be deemed to be drafted by both Seller and Buyer, and no rule of construction will be invoked respecting the authorship of this Agreement.

10.16 **No Memorandum.**

Buyer and Seller agree not to record this Agreement or any memorandum hereof.

10.17 **Attorneys' Fees and Costs.**

Intentionally Deleted.

10.18 **Severability.**

In the event that any one or more of the provisions contained in this Agreement (except the provisions relating to Seller's obligations to convey the Property and Buyer's obligation to pay the Purchase Price, the invalidity of either of which shall cause this Agreement to be null and void) are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein; *provided, however*, that the parties hereto shall endeavor in good faith to rewrite the affected provision to make it (a) valid, and (b) consistent with the intent of the original provision.

10.19 **Section 1031 Exchange.**

Intentionally Deleted.

10.20 **Limitation of Liability.**

No officials, agents, attorneys, employees, successors or assigns of Seller, and no employees of Buyer, shall have any personal liability of any kind or nature for or by reason of any matter or thing whatsoever under, in connection with, arising out of or in any way related to this Agreement and the transactions contemplated herein, and Seller and Buyer hereby each waives for itself and anyone who may claim by, through or under Seller or Buyer, respectively, any and all rights to sue or recover on account of any such alleged personal liability.

10.21 **Development Agreement.**

Reference is hereby made to that certain Development Agreement entered into by and between Seller and Buyer of ____ date (the "**Development Agreement**"), which Development Agreement is attached hereto as Exhibit G and incorporated herein by reference.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first set forth above.

BUYER:

SELLER:

**TOWN OF NATICK,
ACTING BY AND THROUGH ITS SELECT BOARD**

By: _____
Name: Chair

By: _____
Name: Vice Chair

By: _____
Name: Clerk

By: _____
Name: Member

By: _____
Name: Member

Schedule of Exhibits and Schedules:

- Exhibit A – Legal Description
- Exhibit B – Contracts
- Exhibit C – Form of Quitclaim Deed
- Exhibit D – Form of Bill of Sale
- Exhibit E – Form of Assignment and Assumption Agreement
- Exhibit F – Certificate of Non-Foreign Status
- Exhibit G – Development Agreement

Exhibit A
Description of Property

5 Auburn Street, Natick, MA 01760, consisting of an approximately 2.84 acre parcel improved with an approximately 14,000 S.F. building, shown on the Town of Natick Assessors' Map Parcel ID 63-00000001, and as more particularly described in a deed to the Inhabitants of the Town of Natick, recorded in the Middlesex South Registry of Deeds at Book 6165, Page 491-492.

Exhibit B
List of Contracts

None

Exhibit C
Form of Deed

See Attached

Exhibit D
Form of Bill of Sale

See Attached

Exhibit E
Form of General Assignment and Assumption Agreement

See Attached

Exhibit F
Certificate of Non-Foreign Status

See Attached. (To be provided at a later date.)

Exhibit G
Development Agreement

To be drafted after award, pursuant to RFP

QUITCLAIM DEED

TOWN OF NATICK, a municipal corporation, with its usual offices at Natick Town Hall, 13 East Central Street, Natick, Massachusetts 01760 (the “Grantor”), pursuant to authority granted by a Vote of The Town of Natick Town Meeting, held on _____ and a Vote of Town of Natick Select Board held on _____, in consideration of _____, the receipt and sufficiency of which are hereby acknowledged, hereby grants to _____, WITH QUITCLAIM COVENANTS, that certain parcel of land, together with the buildings and improvements thereon and all rights appurtenant thereto, commonly known as 5 Auburn Street and located in Natick, Middlesex County, Massachusetts, as more particularly described on Exhibit A attached hereto and made a part hereof.

Together with the benefits of and subject to any and all rights, easements, restrictions, and other encumbrances of record affecting the above-described land to the extent presently in force and applicable, including, without limitation, _____

For the Grantor’s title, see that certain deed dated October 25, 1937, and recorded with the Middlesex County South Registry of Deeds in Book 6165, Page 491.

The Grantor being a Town of the Commonwealth of Massachusetts, no deed excise tax stamps are required pursuant to Chapter 64D, Section 1 of the Massachusetts General Laws.

The Grantor acknowledges receipt of pro forma taxes in accordance with Massachusetts General Laws c. 59, s. 2C.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

Property Address: 5 Auburn Street, Natick, Massachusetts

Executed as a sealed instrument as of _____

TOWN OF NATICK
By its Select Board:

, Chairman

, Vice Chairman

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of _____, ____, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and each acknowledged to me that they signed it voluntarily for its stated purpose, as Members of the Select Board for the Town of Natick, as the voluntary act of the TOWN OF NATICK.

_____, Notary Public

My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of _____, ____, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and each acknowledged to me that they signed it voluntarily for its stated purpose, as Members of the Select Board for the Town of Natick, as the voluntary act of the TOWN OF NATICK.

_____, Notary Public

My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of _____, ____, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and each acknowledged to me that they signed it voluntarily for its stated purpose, as Members of the Select Board for the Town of Natick, as the voluntary act of the TOWN OF NATICK.

_____, Notary Public

My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of _____, ____, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and each acknowledged to me that they signed it voluntarily for its stated purpose, as Members of the Select Board for the Town of Natick, as the voluntary act of the TOWN OF NATICK.

_____, Notary Public

My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of _____, ____, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and each acknowledged to me that they signed it voluntarily for its stated purpose, as Members of the Select Board for the Town of Natick, as the voluntary act of the TOWN OF NATICK.

_____, Notary Public

My Commission Expires: _____

EXHIBIT A

Certain real property at 5 Auburn Street, Natick, MA 01760, consisting of an approximately 2.84 acre parcel improved with an approximately 14,000 S.F. vacant building and an approximately 5,000 square foot paved parking area, shown on the Town of Natick Assessors' Map Parcel ID 63-00000001, and title recorded in the Middlesex South Registry of Deeds at Book 6165, Page 491-492.

BILL OF SALE

TOWN OF NATICK, a municipal corporation, with a principal place of business located at Natick Town Hall, 13 East Central Street, Natick, Massachusetts 01760 (“**Seller**”), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, transfers, and delivers to **[BUYER NAME]**, a **[STATE OF FORMATION AND ENTITY TYPE]**, with its usual offices at **[BUYER PRINCIPAL ADDRESS]** (“**Buyer**”), all of Seller’s right, title and interest in and to the following (the “**Personal Property**”): (i) mechanical systems, fixtures and equipment comprising a part of or attached to or located upon the Property (as defined in the Purchase Agreement); (ii) maintenance, supplies, equipment and tools, if any, but only to the extent owned by Seller and used exclusively in connection with, and located in or on, the Property; and (iii) signs situated on or at the Property; to have and to hold the Personal Property unto Buyer, its successors and assigns, forever.

Except as set forth above and in the Purchase and Sale Agreement by and between Seller and Buyer dated as of _____ (the “**Purchase Agreement**”), Seller grants, bargains, sells, transfers and delivers the Personal Property in its “AS IS” condition, WITH ALL FAULTS, IF ANY, and makes no representations or warranties, direct or indirect, oral or written, express or implied, as to title, encumbrances and liens, merchantability, condition or fitness for a particular purpose or any other warranty of any kind, all of which representations and warranties are expressly hereby disclaimed and denied.

Buyer agrees that the liability of Seller under this Bill of Sale, the Purchase Agreement, and any other agreement, document, certificate, or instrument delivered by Seller to Buyer, or under any law applicable to the Property or this transaction, shall be limited as provided in the Purchase Agreement.

Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

Executed under seal this ____ day of _____, 2019.

SELLER:

TOWN OF NATICK, a municipal corporation

By _____

Name:

Title:

Acknowledgment of Buyer

The Buyer hereby accepts the Personal Property subject to all conditions and limitations stated above.

BUYER:

[BUYER NAME], a **[STATE OF FORMATION AND ENTITY TYPE]**

By: _____

Name:

Title:

GENERAL ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS GENERAL ASSIGNMENT AND ASSUMPTION AGREEMENT (“**Assignment and Assumption**”) is made and entered into as of this ___ day of XXX, by and between **TOWN OF NATICK**, a municipal corporation, with its usual offices at Natick Town Hall, 13 East Central Street, Natick, Massachusetts 02062 (the “**Assignor**”), and _____, with a principal address _____ (“**Assignee**”).

WITNESSETH:

Assignor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby conveys, grants, bargains, sells, transfers, sets over, assigns, releases, delivers and confirms to Assignee, without representation, warranty or covenant (except as expressly set forth below and/or in the Purchase Agreement), all of Assignor’s right, title and interest in and to any and all Intangible Property.

Assignor hereby represents to Assignee that, to the best of Seller’s knowledge and belief, that (i) Assignor owns the Intangible Property free and clear of any liens and/or encumbrances, and (ii) Assignor has the full right, power and authority to convey and assign the Intangible Property.

Terms not defined herein shall have the meanings ascribed thereto in that certain Purchase and Sale Agreement dated _____ and made by and between Assignor and Assignee (the “**Purchase Agreement**”).

This Assignment and Assumption may be signed in any number of counterparts, each of which shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument. This Assignment and Assumption shall inure to the benefit of all parties hereto and their respective heirs, successors and assigns.

THIS ASSIGNMENT AND ASSUMPTION IS MADE ON AN “AS-IS, WHERE-IS, WITH ALL FAULTS” BASIS, WITHOUT RECOURSE AND WITHOUT ANY REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED) WHATSOEVER EXCEPT AS EXPRESSLY SET FORTH ABOVE AND/OR IN THE PURCHASE AGREEMENT.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption as of the day and year first above written.

ASSIGNOR:

**TOWN OF NATICK,
ACTING BY AND THROUGH ITS SELECT BOARD**

By: _____
Name:

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ASSIGNEE:

By: _____

Name:

Title: