

ADDENDUM TO THE AGENDA

DECEMBER 15, 2015 @ 7:00 p.m.  
CHESTER R. MARTIN MUNICIPAL COUNCIL CHAMBERS  
141 OAK STREET  
TAUNTON, MA 02780

Com. from the City Solicitor – Option to Purchase Real Property (110 County Street, Former  
E. Pole School)

*Rm Blackwell,  
City Clerk*

CITY CLERK

TOWN OF TAUNTON, MA

2015 DEC 14 A 11: 59

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City of Taunton  
LAW DEPARTMENT

141 Oak Street

Taunton, Massachusetts 02780

Phone (508) 821-1036 Facsimile (508) 821-1397



Thomas C. Hoye, Jr.

MAYOR

Jason D. Buffington

CITY SOLICITOR

Daniel F. de Abreu

ASST. CITY SOLICITOR

December 11, 2015

Estele C. Borges, President  
Municipal Council  
141 Oak Street  
Taunton, MA 02780

RE: 110 County Street (Former E. Pole School)

Dear Council President Borges and Members of the Municipal Council:

Please find herewith an Option to Purchase Real Property. This is the product of discussions and negotiations with the United States of America, Department of the Army (Army). In summary, it provides the Army the right to purchase most of what is presently 110 County Street from the City. A strip of land running more or less on the northern and western border of the property would remain property of the City of Taunton. The Army would purchase an easement for a period of five years to use the remaining strip of land as a work area and to relocate sewer lines from the main parcel to the strip of land. The Army would pay \$5,000 for the Option and, if it exercises the Option, an additional \$495,000 to purchase the property and easement. The Option to Purchase would run until February 12, 2016.

The Army has stated that its intent is to demolish the existing building on the property and construct an Army Reserve center.

If you would like to move forward with this proposal, I would suggest the following steps be taken by one or more votes of the Council:

1. Determine that the City shall enter into the option to sell the property in fee and grant the easement as described in the Option to Purchase and Exhibits. This determination necessarily includes the determination to sell the property and grant the easement in the event that the Army exercises the option. (G.L. c. 30B §16(a))<sup>1</sup>

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<sup>1</sup> Note that G.L. c. 30B §16(i) provides that “[D]ispositions of real property or any interest therein pursuant to this section between governmental bodies and the federal government . . . shall be subject to subsections (a), (b) and (g).

2. Declare the property available for disposition. (G.L. c. 30B §16(a))
3. Determine the value of the property through procedures customarily accepted by the appraising profession as valid. If the Council desires to use the assessed value for this purpose, please be advised that the Taunton Assessor's Office, for valuation year 2015, lists the value of the land with improvements at \$422,600. (G.L. c. 30B §16(b))<sup>2</sup>
4. By two thirds vote of the Municipal Council, find that the conveyance is for a public purpose and waive the requirements of Section 2-14 of the City of Taunton Revised Ordinances. (Ordinances Section 2-14(e)).
5. Authorize Mayor Hoye to execute the Option to Purchase.
6. Authorize Mayor Hoye to execute the Deed and any related documents necessary to effect the conveyance of the property and granting of the easement, in the event that the Option is exercised by the Army.

Thank you for your attention to this matter. Please let me know if there are any questions or concerns.

Respectfully,



Daniel F. de Abreu  
Assistant City Solicitor

cc: Thomas C. Hoye, Mayor  
Jason D. Buffington, City Solicitor

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<sup>2</sup> Note that if the City decides to dispose of property at a price less than this value, it must publish notice of its decision in the central register, explaining the reasons for its decision and disclosing the difference between such value and the price to be received.



the following rights and interests to be reserved by the Vendor, namely:  
NONE.

TRACT NO. 100E  
(Temporary Non-Exclusive Easement for Utilities)

A tract of land containing 1.804± acres situated on the northerly side of County Street, in the City of Taunton, County of Bristol, Commonwealth of Massachusetts, identified as Tract No. 100E on Exhibit A and described in Exhibit B.

The easement and rights over this land consist of a temporary non-exclusive easement and right-of-way in, on, over and across Tract No. 100E, for a period not to exceed five years, beginning with the date possession of the land is granted to the United States, for use by the United States, its representatives, agents, and contractors as a work area, including the right to relocate and construct underground water and sewer lines and to move, store and remove equipment and supplies, together with the right to trim, cut, fell, and remove there from all trees, underbrush, obstructions, and other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the Vendor, its successors and assigns, and prior easement holders New England Telephone and Telegraph Company and the Taunton Municipal Lighting Plant Commission (see easement grant in the Bristol County Registry of Deeds Book 1491, Page 358) all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired. The Easement granted herein is subject, however, to existing easements for public roads and highways, public utilities, railroads, and pipelines, including the easement granted to New England Telephone and Telegraph Company and the Taunton Municipal Lighting Plant Commission (Book 1491, Page 358).

The terms and conditions of this option are as follows:

1. The purchase price set forth above is payable as soon as the United States has exercised this option and has had a reasonable time within which to secure and examine the evidence of title to said land and to obtain the necessary approval of title; provided that the Vendor can execute and deliver to the United States a good and sufficient quitclaim deed conveying said land, with the hereditaments, easements, and appurtenances thereunto belonging to the United States of America in fee simple, free from all liens and encumbrances and shall quitclaim to the United States of America and its assigns all right, title, or interest which the Vendor may have in the banks, beds, and waters of any streams opposite to or fronting upon said land, and in any alleys, roads, streets, ways, strips, gores, or railroad rights of way abutting or adjoining said land, and

in any means of ingress or egress appurtenant thereto, said conveyance to be subject only to such outstanding rights in third parties and reservations by the Vendor as may be set forth above.

2. It is the intention of the Vendor and the Vendor hereby agrees, that this option may be exercised by the United States through any duly authorized representative by delivering, mailing, or electronically transmitting thereof to the Vendor at the address stated below, on or before the date set forth above.

3. It is understood that the United States will defray the expenses incident to the preparation and recordation of the deed to the United States and the title policy, certificate of title, or abstract; provided however, that the Vendor will deliver to the representatives of the United States any title evidence in Vendor's possession.

4. The Vendor agrees that all taxes, assessments and encumbrances which are a lien against the land at the time of the conveyance to the United States shall be satisfied of record by the Vendor at or before the transfer of title or make adequate provision for the payment thereof as determined by the United States, unless waived by the United States. If the Vendor fails to do so, the United States may pay any taxes, assessments, and encumbrances which are a lien against the land; and the amount of such payments shall be deducted from the purchase price of the land. At the request of the United States and without prior payment or tender of the purchase price, the Vendor will execute and deliver the quitclaim deed hereinabove provided for conveying to the United States the land herein described, provided that the United States will hold the deed in escrow until such time as the purchase price has been paid to Vendor.

5. The Vendor agrees that loss or damage to the property by fire or acts of God shall be at the risk of the Vendor until the title to the land and deed to the United States have been accepted by the United States through its duly authorized representative, or until the right of occupancy and use of the land, as herein below provided for, has been exercised by the United States; and in the event that such loss or damage occurs, before the risk of loss has passed to the United States, the United States may, without liability, refuse to accept conveyance of title, or it may elect to accept conveyance to title to such property, in which case there shall be an equitable adjustment of the purchase price.

6. The above description of the real estate is subject to such modifications as may be necessary to conform to survey (if any) made by the agents of the United States, such modification(s) to become effective once reduced to writing and signed by both Vendor and the United States.

7. The Vendor represents and it is a condition of exercise of this option, that no Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to or share any part of this option, or to any benefits that may arise therefrom; but this provision shall not be construed to extend to any contract if made with a corporation for its general benefit.

8. The terms and conditions aforesaid are to apply to and bind the heirs, executors, administrators, successors and assigns of the Vendor.

9. It is agreed that, if the United States of America or its assigns shall fail to exercise this option on or before the date set forth above, the amount paid to the Vendor for this option privilege shall be forfeited to the Vendor except for the following in which case the option price will be returned to the United States: (1) environmental documentation indicates the site is contaminated or (2) an Engineering Feasibility Study indicates that the site is not suitable for construction.

10. The Vendor by signing this Option to Purchase gives and grants the United States an immediate right to enter the lands which are the subject of this Option to Purchase, as well as any other lands adjacent thereto owned by Vendor, in order to perform surveys, take soil borings, and otherwise investigate the condition of the said lands.

11. If the United States elects to exercise this option to purchase said lands, the Vendor agrees that all monies paid to the Vendor for this option will be applicable to and deducted from the final purchase price of said lands at the time of closing of the purchase transaction. The Vendor and the United States agree that the closing is to take place at a mutually agreeable time and date after the Notice of Exercise of Option is received by the Vendor, each party using good faith efforts to complete pre-closing requirements in a timely fashion. The closing will take place at the North Bristol Registry of Deeds, Taunton, Bristol County, Massachusetts, unless the parties mutually agree otherwise."

12. The Vendor affirms that the property containing 16.065 ± acres which is the subject of this Option to purchase will be, prior to the time of closing, a legal conforming lot under City of Taunton zoning bylaws.

13. The Vendor acknowledges that there are public sewer pipes located on Tract No. 100 that will need to be relocated offsite and into Tract No. 100E. The Vendor agrees to assist in locating and identifying these pipes. The United States is solely responsible for such relocation of sewer pipes, including the payment of all costs and expenses associated therewith. This paragraph shall survive delivery of the deed.

14. It is agreed by the United States and the Vendor that changes to this Option may be necessary based on a title examination of the property and/or the results of the environmental investigation and construction feasibility determination. Said construction determination, includes but is not limited to, the removal and realignment of utilities to serve tracts outside of Tract No. 100.

15. The acceptance of the deed by the United States shall be deemed to be a full performance and discharge of every agreement and obligation of the Vendor herein contained or expressed, except such as are by the terms hereof expressly to be performed or reserved to a time after the delivery of the deed.

16. All terms and conditions with respect to this option are expressly contained herein and both parties agree that no representative or agent of the other party has made any representation or promise with respect to this option not expressly contained herein.

SIGNED, SEALED AND DELIVERED as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**THE CITY OF TAUNTON**

By: \_\_\_\_\_ (SEAL)  
Thomas C. Hoyer, Mayor

**UNITED STATES OF AMERICA**

By: \_\_\_\_\_ (SEAL)  
Anne L. Kosel  
District Chief of Real Estate  
Real Estate Contracting Officer



**CERTIFICATE OF AUTHORITY**

I, Jason D. Buffington, certify that I am the City Solicitor of the City of Taunton, the entity which executed the foregoing instrument with the United States of America; that Thomas C. Hoye, Jr., who executed said instrument as Mayor, was then Mayor of City of Taunton and had the authority to execute the foregoing instrument on behalf of said City of Taunton; by virtue of grant of said authority by vote of the Municipal Council on \_\_\_\_\_ that I know the signature of said Thomas C. Hoye, Jr.; and that the signature affixed to such instrument is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of City of Taunton, Bristol County, Massachusetts this \_\_\_\_ day of \_\_\_\_\_, 2015

By : \_\_\_\_\_  
Jason D. Buffington  
City Solicitor

Address to which notice of exercise of option is to be sent:

The Honorable Thomas C. Hoye, Mayor of City of Taunton, 141 Oak Street, Taunton, MA 02780

*Option No. DACA33-6-15-059  
110 County St., Taunton, MA*

**NOTICE OF EXCERISE OF OPTION**

In accordance with the terms of this option, notice is hereby given that the **UNITED STATES OF AMERICA** hereby exercises and accepts said Option.

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

By: \_\_\_\_\_

Anne L. Kosel  
District Chief of Real Estate  
Real Estate Contracting Officer



EXHIBIT B

Tract No. 100  
(*fee simple*)

A certain parcel of land situated in the City of Taunton, County of Bristol, Commonwealth of Massachusetts, situated on the northerly side of County Street, and being more particularly described as follows:

Commencing at a concrete bound with a drill hole located on the northerly sideline of Country Street, a public variable width right of way; thence S64°57'28"E, a distance of 40.01 feet a long said sideline to the point of beginning;

Thence N26°11'32"E, a distance of 383.77 feet to a point;

Thence N63°48'28"W, a distance of 159.72 feet to a point;

Thence N32°35'32"E, a distance of 97.13 feet to a point;

Thence N26°47'32"E, a distance of 199.46 feet to a point;

Thence N35°34'32"E, a distance of 63.35 feet to a point;

Thence N42°49'32"E, a distance of 178.45 feet to a point;

Thence N48°25'32"E, a distance of 126.39 feet to a point;

Thence N40°01'32"E, a distance of 119.30 feet to a point;

Thence N28°23'32"E, a distance of 89.09 feet to a point;

Thence N85°48'35"W, a distance of 99.67 feet to a point on the westerly sideline of Honorable Gordon Owen Riverway an 80 foot public right of way;

Thence running along said westerly sideline on the curve to the left having a radius of 1040.00 feet, a length of 831.21 feet, and a delta angle of 45°47'35" with a chord bearing of S18°42'23"E, a distance of 809.26 feet to a point;

Thence S47°10'32"W, a distance of 54.54 feet to a granite post;

Thence S42°50'28"E, a distance of 91.08 feet to a concrete bound with drill hole;

Thence S27°55'32"W, a distance of 158.40 feet to a point;

Thence S38°23'32"W, a distance of 317.46 feet to a point;

Thence N49°30'28"W, a distance of 161.60 feet to a concrete bound with drill hole;

Thence S24°32'32"W, a distance of 177.00 feet to a point on the northerly sideline of County Street, a variable width public right of way;

Thence N64°57'28"W, a distance of 500.25 feet along said northerly sideline to the point of beginning,

Containing 699,796 plus or minus square foot or 16.065 plus or minus acres.

Tract No. 100E  
*(Temporary Non-Exclusive Easement for Utilities)*

A certain parcel of land situated in the City of Taunton, County of Bristol, Commonwealth of Massachusetts, situated on the northerly side of County Street, and being more particularly described as follows:

Beginning at a concrete bound with a drill hole located at a southwesterly corner of described parcel,

Thence N26°11'32"E, a distance of 344.57 feet to a point;

Thence N63°48'28"W, a distance of 164.46 feet to a point;

Thence N32°35'32"E, a distance of 139.84 feet to a point;

Thence N26°47'32"E, a distance of 200.51 feet to a concrete bound with drill hole;

Thence N35°34'32"E, a distance of 68.96 feet to a concrete bound with drill hole;

Thence N42°49'32"E, a distance of 182.94 feet to a point;

Thence N48°25'32"E, a distance of 125.41 feet to a point;

Thence N40°01'32"E, a distance of 112.29 feet to a point;

Thence N28°23'32"E, a distance of 128.39 feet to a point;

Thence N35°26'28"W, a distance of 198.46 feet to a point;

Thence N65°59'32"E, a distance of 47.65' feet to a point;

Thence N81°31'32"E, a distance of 3.70 feet to a point;

Thence S35°26'28"E, a distance of 110.31 feet to a point of curvature;

Thence running along said curve to the left having a radius of 125.00 feet, a length of 103.66 feet, and a delta angle of 47°30'54" to a point of tangency;

Thence S82°57'22"E, a distance of 15.56 feet to point of curvature;

Thence running along said curve to the left having a radius of 30.00 feet, a length of 44.93 feet, and a delta angle of 85°48'27" with a chord bearing of N54°08'24"E, a distance of 40.85 feet to point on the westerly sideline of Honorable Gordon Owen Riverway an 80 foot public right of way, said point being a point of cusp;

Thence running along said westerly sideline on the curve to the left having a radius of 1040.00 feet, a length of 127.90 Feet, and a delta angle of 07°02'46" with a chord bearing of S07°42'48"W, a distance of 127.82 feet to a point;

Thence N85°48'35"W, a distance of 99.67 feet to a point;

Thence S28°23'32"W, a distance of 89.09 feet to a point;

Thence S40°01'32"W, a distance of 119.30 feet to a point;

Thence S48°25'32"W, a distance of 126.39 feet to a point;

Thence S42°49'32"W, a distance of 178.45 feet to a point;

Thence S35°34'32"W, a distance of 63.35 feet to a point;

Thence S26°47'32"W, a distance of 199.46 feet to a point;

Thence S32°35'32"W, a distance of 97.13 feet to a point;

Thence S63°48'28"E, a distance of 159.72 feet to a point;

Thence S26°11'32"W, a distance of 383.77 feet to a point on the northerly side line of County Street a variable width public right of way;

Thence N64°57'28"W, a distance of 40.01 feet along said northerly sideline to the point of beginning.

Containing 78,590 plus or minus square foot or 1.804 plus or minus acres.