

**Spurr House 2016
Request for Proposals (RFP)
Disposition of Property Located at 7 Parkman Street,
Westborough, MA**

The Town of Westborough is seeking proposals to sell the Town-owned property located at 7 Parkman Street, containing 22,650 square feet, more or less, currently identified as the Spurr House. Sealed proposals shall be received by the Town Manager, Town Hall, 34 W. Main Street, Westborough, MA 01581 until Friday, February 17, 2017 at 11:00 AM. Two copies of each proposal shall be submitted in a sealed envelope clearly marked "Spurr House Proposal" with the name and address of the proposer. For a copy of the proposal, please contact the Town Manager at jmalloy@town.westborough.ma.us or (508) 366-3030.

Board of Selectmen
Awarding Authority

PLEASE NOTE THAT IT IS THE APPLICANT'S RESPONSIBILITY TO MONITOR THE WEBSITE FOR ANY ADDENDA INFORMATION. THE TOWN WILL NOT ACCEPT RESPONSIBILITY FOR NOTIFYING APPLICANTS.

SPURR HOUSE 2016

INSTRUCTIONS FOR SUBMISSION

WESTBOROUGH BOARD OF SELECTMEN (Awarding Authority)

DISPOSITION OF PROPERTY LOCATED AT 7 PARKMAN STREET, WESTBOROUGH, MASSACHUSETTS

I. Instructions to Proposers

The Town of Westborough is seeking proposals to sell the Town-owned property located at 7 Parkman Street, containing 22,650 square feet, more or less, currently identified as the Spurr House, and shown on the survey plan attached hereto as Attachment A (the "Property").

Proposers are informed that if the Town needs to use a portion of the Property for parking or other municipal or public purposes, the successful proposer shall convey a 13,503 portion of said Property to the Town, for no monetary consideration, as set forth more particularly below.

Sealed proposals shall be received by the Town Manager, Town Hall, 34 W. Main Street, Westborough, MA 01581 until Friday February 17, 2017 at 11:00 A.M. Two copies of each proposal shall be submitted in a sealed envelope clearly marked "Spurr House Proposal" with the name and address of the proposer. Proposals received after this time will be deemed non-responsive and will not be accepted. Electronically transmitted proposals (either by fax or email) will be deemed non-responsive and will not be accepted. Applicants are cautioned to hand deliver their proposals or to allow sufficient time for their proposals to be received by the Town. All proposals must be accompanied by a bid deposit, either certified check or bid bond, in the amount of \$5,000, which will be returned to any unsuccessful proposer.

The Town of Westborough reserves the right to reject any or all proposals, waive any defects, informalities and minor irregularities, to accept exceptions to these specifications; and make such award or act otherwise as it alone may deem in its best interest.

II. Site Visit and Briefing

There will be a tour of the building on Thursday, January 12, 2017 at 10:00 A.M. All inquiries or questions regarding this RFP should be in writing no later than Tuesday January 17, 2017 and directed to James J. Malloy, Town Manager, 34 W. Main Street, Westborough, MA 01581, fax at (508) 366-3099, email jmalloy@town.westborough.ma.us.

III. Property Description

Set forth below is certain background information about the property that the Town has assembled from a variety of sources. While the Town has no reason to believe that the information provided by the Town in this RFP (including all attachments and supplements) is not accurate, the Town makes no representation or warranty, express or implied as to the accuracy and completeness of the information. Applicants should undertake their own review and analysis concerning physical conditions, environmental conditions, applicable zoning, required permits and approvals, and other development, ownership, and legal considerations.

The Property as shown on Attachment A, consists of approximately 22,650 square feet of land, improved by a two story wood frame dwelling, constructed in 1849. It is a former single family dwelling and was most recently used as a part of the American Legion Post. The building contains 3,952 square feet of living area with forced hot water oil heat, an asphalt roof and is has access to town water and sewer. The Property was listed in the National Register of Historic Places in 1990.

Proposers are informed that if the Town needs to use a portion of the Property for parking or other purposes, the successful proposer shall convey to the Town that portion of the Property that is shown as "Parcel B" on the plan attached hereto as Attachment B and containing 13,503 square feet, more or less ("Parcel B"), or the Town, in its sole discretion, may take Parcel B by eminent domain. A taking may be necessary for zoning purposes. If and when the Town acquires Parcel B, the successful proposer shall own the remaining 9,147 square feet parcel, shown as "Parcel A" on Attachment B. The Town may require the successful proposer to convey Parcel B to the Town, or the Town may take Parcel B by eminent domain, immediately following the recording of the deed to the Property from the Town to the successful proposer.

Zoning

The property is currently zoned Residential (see Attachment E for Residential Zoning Regulations). All proposals must indicate the proposed use for the property.

IV. Terms of Sale

1. The property is offered as is and no warranties or representations are made by the Town with respect to the property. Each proposer is responsible to make their own investigation of the property.
2. The property may be used in any way consistent with the applicable Massachusetts General Laws, the Town of Westborough By-Laws and Zoning By-Laws and compliance with the requirements of all Town Boards, Committees, Commissions and Departments which oversee land use.
3. The successful proposer will enter into a purchase and sales agreement as attached (Attachment C) to this Request for Proposals. Payment is due in full at the time of the

execution of the deed.

4. The successful proposer will convey Parcel B to the Town, or the Town may take Parcel B from the successful proposer by eminent domain, for no consideration. As a condition to the conveyance of the property by the Town, the successful proposer shall provide the Town with an original signed and recordable Quitclaim Deed, or, at the Town's election, a Waiver of Appraisal, Damages and Relocation Assistance.
5. Certification of Tax Compliance by the proposer.
6. Such other terms and conditions as the parties may incorporate into the purchase and sales agreement shall constitute the entire agreement between the parties.

V. Criteria for Evaluation of Proposal

Minimum Evaluation Criteria: Each proposal must be accompanied by a five thousand (\$5,000.00) dollar bid bond or certified check and include documentation that the proposer has funds or financing available to complete the sale as proposed and the qualifications to accomplish what has been proposed. Those proposals that do not meet the Minimum Evaluation Criteria will be judged unacceptable. Any proposal without the bid bond or check will be considered non-responsive.

VI. Submission Requirements

Complete proposals must include the following:

1. Description of development team, including key consultants, property manager, architect, contractor and attorney. This description must include the following information:
 - A. The name, address and telephone number of the applicant, and the name of any representative authorized to act on its behalf. The names and primary responsibility of each individual on the development team.
 - B. A summary of the development team's experience, collectively and individually, with similar projects and references for those projects.
 - C. Description of other real estate owned, including address, type of property, number of units (if applicable).
2. The proposal must include evidence of the financial status of the applicant, demonstrating the financial strength to carry out the proposed development. Provide three (3) references including contact name, address and phone number.
3. A description of the proposed use of the property and a discussion of zoning

issues related to the proposal.

4. Certification of Tax Compliance
5. A signed Certificate of Beneficial Interest

Price Proposal

Price Offer: _____

ATTACHMENTS

ATTACHMENT A – PROPERTY BOUND SURVEY

ATTACHMENT B – PROPERTY TO BE DISPOSED AFTER EMINENT DOMAIN

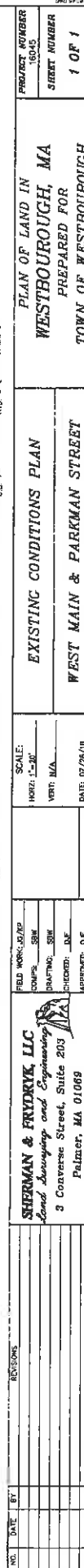
ATTACHMENT C – DEED

ATTACHMENT D – PURCHASE AND SALE AGREEMENT

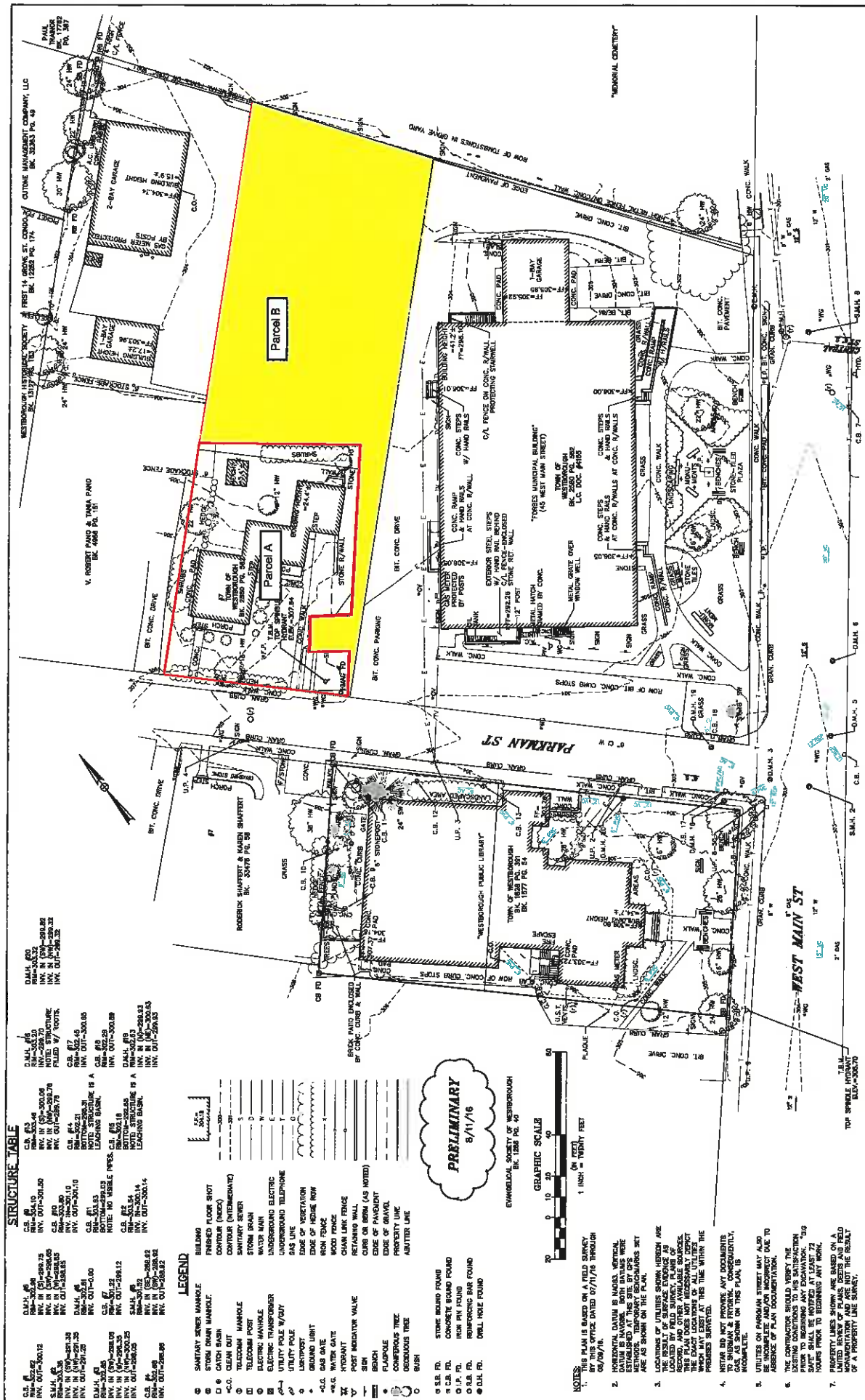
ATTACHMENT E – RESIDENTIAL ZONING DISTRICT REGULATIONS

ATTACHMENT F – OTHER REQUIRED FORMS

ATTACHMENT A
PROPERTY BOUND SURVEY



ATTACHMENT B
PROPERTY TO BE DISPOSED OF AFTER
EMINENT DOMAIN

[illegible]

ATTACHMENT C
DEED

Spurr House Location

**Property Information**

Property ID 20-308-0
Location 7 PARKMAN ST
Owner TOWN OF WESTBOROUGH

**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**

Town of Westborough, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Parcels updated 1/1/2015
Properties updated 1/1/2015

Unofficial Property Record Card - Westborough, MA

General Property Data

| | |
|------------------------------------|---------------------------------|
| Parcel ID 20-308-0 | Account Number 0 |
| Prior Parcel ID -- | |
| Property Owner TOWN OF WESTBOROUGH | Property Location 7 PARKMAN ST |
| | Property Use TOWN IMPROVE |
| Mailing Address 7 PARKMAN ST | Most Recent Sale Date 3/29/1934 |
| | Legal Reference 2580-582 |
| City WESTBOROUGH | Grantor FORBES |
| Mailing State MA Zip 01581 | Sale Price 1 |
| Parcel Zoning S RE | Land Area 0.210 acres |

Current Property Assessment

| | | | | |
|--------------|------------------------|-------------------------|--------------------|---------------------|
| Card 1 Value | Building Value 268,300 | Xtra Features Value 900 | Land Value 172,800 | Total Value 442,000 |
|--------------|------------------------|-------------------------|--------------------|---------------------|

Building Description

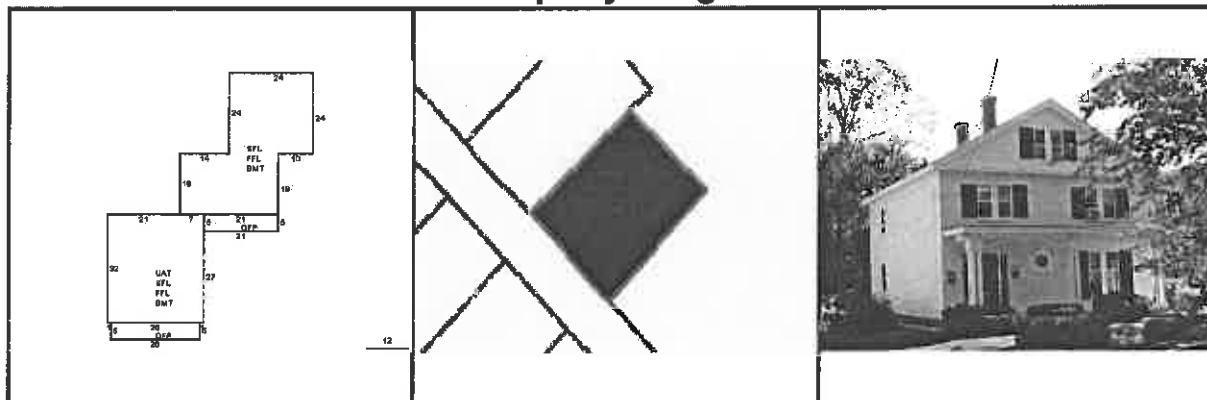
| | | |
|---|---|---|
| Building Style OLD STYLE # of Living Units 1 Year Built 1849 Building Grade GOOD Building Condition Average Finished Area (SF) 3952 Number Rooms 12 # of 3/4 Baths 0 | Foundation Type MASONRY Frame Type WOOD Roof Structure GABLE Roof Cover ASPHALT Siding CLAPBOARD Interior Walls PLASTER # of Bedrooms 1 # of 1/2 Baths 2 | Flooring Type LINOVINYL Basement Floor N/A Heating Type STEAM Heating Fuel OIL Air Conditioning 0% # of Bsmt Garages 0 # of Full Baths 1 # of Other Fixtures 0 |
|---|---|---|

Legal Description

Narrative Description of Property

This property contains 0.210 acres of land mainly classified as TOWN IMPROVE with a(n) OLD STYLE style building, built about 1849 , having CLAPBOARD exterior and ASPHALT roof cover, with 1 unit(s), 12 room(s), 1 bedroom(s), 1 bath(s), 2 half bath(s).

Property Images



Disclaimer: This information is believed to be correct but is subject to change and is not warranted.

Rec'd March 28, 1933 at 4h. 42m. P. M.

Ent'd & Ex'd.

Daniels

to

Lamb

I, Dan L. Daniels of Brookfield, Worcester County, Massachusetts, being unmarried, for consideration paid, grant to Harry R. Lamb of said Brookfield with M O R T G A G E covenants, to secure the payment of Thirty-one Hundred and Nineteen Dollars on demand with out interest, as provided in a note of even date, signed by me a certain tract of land situated on the northerly side of the easterly road leading from Brookfield to Sturbridge easterly of Rice's Mill in said BROOKFIELD, bounded and described as follows: Beginning at the southwesterly corner thereof by said road; thence north 11° east 42 rods 12 links by land formerly of one Pond and Charles Hamilton to a wall; thence north 64° east by land now or formerly of Estate of Luther Stowell 20 rods 12 links to a wall; thence south 15° west by land of Frank E. Prouty 40 rods 3 links to the aforesaid road; thence north 76° west by said road 13 rods to a stake and stones; thence north 58° west by said road 5 1/2 rods to the place of beginning.

Meaning and intending and hereby conveying the same premises conveyed to me by deed from Mattie Mitchell, dated November 10th, 1910, recorded with Worcester District Deeds, in Book 1949, Page 164. Said premises are conveyed subject to a mortgage to the Spencer Savings Bank in the sum of two hundred and fifty dollars.

Also another tract of land adjoining the above described tract situated in said BROOKFIELD, bounded and described as follows: Beginning at the southwesterly corner thereof by land of said Daniels on the road; thence northerly on said Daniels 15 rods to land formerly of Frank E. Prouty; thence easterly on land formerly of said Prouty 16 rods; thence southerly on land formerly of said Prouty to said road 15 rods; thence westerly on said road 16 rods to the point of beginning, containing 240 square rods more or less.

Being the same premises conveyed to me by Abbie E. Prouty by deed dated May 5, 1917, recorded with Worcester District Deeds, in Book 2131, Page 137.

This mortgage is upon the statutory condition, for any breach of which the mortgagee shall have the statutory power of sale.

W I T N E S S my hand and seal this 28th day of March 1933.

John T. Storrs

Dan L. Daniels (seal)

The Commonwealth of Massachusetts

Hampshire, ss. March 28, 1933 Then personally appeared the above named Dan L. Daniels and acknowledged the foregoing instrument to be his free act and deed, before me,

John T. Storrs Notary Public

My commission expires August 24, 1937

Rec'd March 29, 1933 at 8h. 30m. A. M.

Ent'd & Ex'd.

Forbes

to

Town of
Westboro

I, Fannie E. Forbes, of Westborough, Worcester County, Massachusetts, being married, for consideration paid, grant to the Inhabitants of the Town of Westborough with W A R R A N T Y covenants the land in said WESTBOROUGH, bounded and described as follows:

First Tract: Land lying southerly of West Main Street in the centre of said Westborough, bounded and described as follows: Beginning at the northwesterly corner of the granted premises at land of the Town of Westborough, thence running southerly forty-five and 3/10ths (45.3) feet to a stone post, thence running southeasterly by land of the Baptist Society sixty-nine (69) feet to land now or formerly of Horatio Warren, thence by said Warren land northeasterly thirty-five feet to land now or formerly of Bates, thence northwesterly by said Bates land sixty-nine and 4/10ths (69.4) feet, thence northeasterly by said Bates land eighty-one and 4/10ths (81.4) feet, thence northeasterly by said Bates land fifty-five and 5/10ths (55.5) feet to land now or formerly of Henry, thence northwesterly thirty-six and 6/10ths feet, thence northwesterly fifty-five and 53/100ths (55.53) feet, the last two lines being by said land now or formerly of Henry, thence southwesterly by a driveway one hundred seventy-eight and 8/10ths (178.8) feet to the place of beginning. Also hereby conveying all my right, title, and interest in and to said driveway, and all rights and appurtenances connected therewith.

Said premises being the same premises conveyed to Henry W. Anderson

Street, formerly called Mechanic Street, in Westborough, with the privileges thereto belonging, and bounded and described as follows: Beginning on the easterly side of Parkman Street at the northwest corner of land formerly of H. H. Rising, thence by said Parkman Street northwesterly to land formerly of S. M. Griggs; thence by said last named land easterly to the Town Burying Ground; thence by said Burying Ground southerly to land formerly of H. H. Rising; thence by said Rising's land westerly to the point of beginning. Containing one-half (1/2) acre of land more or less.

For title see: Deed from William R. Gould to Mary H. E. Davis dated January 15, 1870, and recorded with Worcester Registry of Deeds, Book 807 Page 239. Deed from Mary H. E. Davis to Sarah F. D. Spurr dated April 20, 1870, and recorded with said Worcester Deeds, Book 814, Page 485. Estate of Sarah F. D. Spurr, Worcester Probate Records No. 14995. Estate of Sarah D. Spurr, Worcester Probate Records No. 55419. Estate of Kathleen Spurr, Worcester Probate Records No. 100406. Deed from Mary W. Caswell, wife of Irving A. Caswell, to grantor dated November 18, 1932 and recorded with Worcester Registry of Deeds, Book 2576, Page 56.

A third tract of land containing approximately 11,140 square feet, more or less, situated in said Westborough on the easterly side of Parkman Street, bounded as follows: Beginning at a stone post on the southwesterly corner of granted premises; thence northwesterly by land now or formerly of E. Addie Moulton eighty (80) feet more or less to a stone bound at land now or formerly of Lillian M. Hassell; thence northeasterly by said Hassell land and land now or formerly of M. E. Howard and by land now or formerly of Ellen Sibley Heirs one hundred fifty-six (156) feet more or less to a stone bound at the southwesterly corner of land now or formerly of Martha Ross; thence easterly by said Ross land to the northwesterly corner of Memorial Cemetery; thence south 26 3/4° E. by said Cemetery four (4) rods twenty-two (22) links more or less by land formerly of Sarah D. and Catherine E. Spurr, now or formerly of grantor; thence southwesterly by land of said grantor one hundred forty-eight (148) feet more or less to the first mentioned bound.

Being a part of the premises conveyed to Joseph Moulton by deed of Sarah G. Knight dated March 20, 1918 and recorded with Worcester District Deeds, Book 2149, Page 568, and a part of the same premises conveyed to E. Addie Moulton by Joseph Moulton by his deed dated January 8, 1919 and recorded in Worcester District Deeds, Book 2166, Page 447. And being the same premises conveyed to me by deed of E. Addie Moulton dated January 21, 1933 and recorded in Worcester District Deeds, Book 2578, Page 296.

The above tracts are gifts from the grantor to the grantee and accepted by the grantee under Articles 13, 14 and 15 of the annual Town Meeting held on March 20, 1933.

I, Frank W. Forbes, husband of said grantor, release to said grantee all rights of tenancy by the C U R T E S Y and other interests therein. W I T N E S S our hands and seals this twenty-eighth day of March 1933

Fannie E. Forbes
Frank W. Forbes

Commonwealth of Massachusetts

Worcester, ss. March 28, 1933 Then personally appeared the above named Fannie E. Forbes and acknowledged the foregoing instrument to be her free act and deed, before me,

Francis X. Reilly Justice of the Peace
Ent'd & Ex'd.

Rec'd March 29, 1933 at 8h. 30m. A. M.

* * * * *

I, Agnes B. Miller holder of a mortgage from L. Ainsley Bennett and Judith L. Bennett, to said Agnes B. Miller, dated February 8, 1928, recorded with Worcester District Deeds, Book 2460, Page 142, acknowledge S A T I S F A C T I O N of the same.

W I T N E S S my hand and seal this 30th day of January 1933.

Miller

to

Gladys E. Knox
C.F. Emmons

Agnes B. Miller (seal)

Unknown

State of Florida
County of Pinellas ss. January 30, 1933 Then personally appeared the above named Agnes B. Miller and acknowledged the foregoing instrument to be her free act and deed, before me

C. F. Emmons (seal)
Notary Public, State of Florida at Large
My commission expires February 5, 1936

Rec'd March 29, 1933 at 8h. 30m. A. M.

Ent'd & Ex'd.

ATTACHMENT D
PURCHASE AND SALE AGREEMENT

PURCHASE AND SALE AGREEMENT

1. Information and Definitions

(a) DATE OF THIS AGREEMENT: _____, 2016.

(b) PREMISES: The parcel of land located at 7 Parkman Street, Westborough, Massachusetts, containing 0.21 acres, more or less, with a 3,952 square foot structure, more particularly described in a deed recorded with the Worcester South District Registry of Deeds in Book 2580, Page 582.

(c) SELLER: **Town of Westborough,**
34 West Main Street, Westborough, MA 01581

Seller's Attorney: Shirin Everett, Esq.

Address: Kopelman and Paige, P.C., 101 Arch St., Boston, MA
02110

Email: severett@k-plaw.com

Phone: (617) 556-0007 Fax: (617) 654-1735

(d) BUYER: _____

Buyer's Attorney: _____

Address: _____

Email: _____

Phone: _____ Fax: _____

(e) PURCHASE PRICE: The total purchase price for the Premises is _____ (\$ _____), which shall be paid as follows:

\$ 5,000.00

have been paid as a non-refundable deposit as of the date hereof with the Westborough Treasurer, which is to be held in a non-interest bearing account be credited to the purchase price, and

\$ _____

which is to be paid at the time of delivery of the deed, subject to the adjustments provided in this Agreement in accordance with the terms hereof.

TOTAL

(f) CLOSING DATE: _____, at Noon, which may be extended by BUYER for up to fourteen (14) consecutive days by giving SELLER prior written notice thereof at least forty-eight (48) hours prior to the closing date, provided, however, that if BUYER is not ready to close by the expiration of said fourteen (14) day period, BUYER may extend the closing date again for up to fourteen (14) consecutive days by giving SELLER prior written notice thereof at least forty-eight (48) hours prior written notice. Time is of the essence.

(g) PLACE: Worcester South Registry of Deeds, or a closing by mail, at SELLER'S discretion.

(h) TITLE: Quitclaim Deed

2. Covenant. SELLER agrees to sell and BUYER agrees to buy the Premises upon the terms hereinafter set forth.

3. Buildings, Structures, Improvements, Fixtures. Included in the sale as a part of said Premises are the buildings, structures, and improvements now thereon, and the fixtures belonging to SELLER and used in connection therewith, if any.

4. Title Deed. Said Premises are to be conveyed by a good and sufficient quitclaim deed running to BUYER, or to the assignee or nominee designated by BUYER by written notice to SELLER at least seven (7) calendar days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- (a) Provisions of existing building and zoning laws;
- (b) Any liens for municipal betterments assessed after the date of this Agreement; and
- (c) Easements, restrictions and reservations of record, if any, provided the same do not materially interfere with the use of the Premises for the Intended Use.

5. Deed; Plans. SELLER shall be responsible for drafting the deed. If the deed refers to a plan necessary to be recorded therewith, BUYER shall prepare a plan reasonably acceptable to SELLER and in a form adequate for recording or registration.

6. Registered Title. In addition to the foregoing, if the title to the Premises is registered, said deed shall be in a form sufficient to entitle BUYER to a Certificate of Title of the Premises, and SELLER shall deliver with said deed all instruments, if any, necessary to enable BUYER to obtain such Certificate of Title.

7. Possession and Control of Premises. Full possession of said Premises, free of all tenants and occupants, is to be delivered at the time of the delivery of the deed, said Premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) in compliance with provisions of any instrument referred to in Section 4 hereof. BUYER shall be entitled to inspect said Premises personally prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

8. Extension to Perfect Title of Make Premises Conform. If SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, then SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said Premises conform to the provisions hereof, as the case may be, and thereupon the time for performance hereof shall be extended for a period of up to thirty (30) calendar days. In no event, however, shall reasonable efforts require SELLER to expend more than \$2,500, including attorneys' fees, excluding any monetary encumbrances voluntarily assumed by SELLER.

9. Failure to Perfect Title or Make Premises Conform. If at the expiration of the extended time SELLER has failed to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, then any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

10. Buyer's Election to Accept Title. BUYER shall have the election, to be exercised in its sole and absolute discretion, to accept such title as SELLER can deliver to the Premises in their then condition and to pay therefore the purchase price at either the original or any extended time for performance, without deduction, in which case SELLER shall convey such title.

11. Use of Money to Clear Title. To enable SELLER to make conveyance as herein provided, SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed, or, for institutional mortgages only, within a reasonable time thereafter in accordance with customary Massachusetts conveyancing practices.

12. Deposit. All deposits made hereunder shall be held in escrow by the Treasurer of the Town of Westborough as escrow agent in a non-interest bearing account subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement.

The deposit shall be non-refundable in the event that Seller does not purchase the Premises for any reason, but shall be credited to the purchase price if BUYER purchases the Premises.

13. Adjustments. BUYER shall pay at closing a payment in lieu of taxes as required with G.L. c. 44, §63A and the amount thereof shall be added the purchase price payable by BUYER at the time of delivery of the deed. If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year. Water and sewer charges, if any, shall be apportioned as of the Closing Date.

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

15. Contingencies. BUYER intends to use the Premises for retail purposes, including, without limitation, for use as a comprehensive well-being center (the "*Intended Use*"), and intends to rehabilitate the building currently existing on the Premises, known as the "Nathan Fisher" building (the "*Building*"), construct an addition thereto that preserves the architectural and historical integrity of the Building, and construct another building on the Premises (collectively, the "*Improvements*"). The obligation of the parties is contingent on the following conditions:

- (a) At the option of BUYER, BUYER shall have obtained any and all permits, and licenses necessary to enable BUYER to use the Premises for the Intended Use and to construct, operate, and maintain the Improvements thereon (collectively, the "*Permits*"), with appeal periods having expired or without any appeal being filed, or if filed, the final adjudication of such appeal pursuant to a final court order without further appeal;
- (b) At the option of BUYER, BUYER shall have obtained financing in an amount sufficient in the reasonable judgment of BUYER to pay the purchase price for the Premises and design and construct the Improvements (the "*Financing*"). Buyer shall provide SELLER with firm financing commitment within seven (7) day of the closing date, as the same may be extended in accordance with Section 1(g);
- (c) BUYER shall have complied with the disclosure provisions of G.L. c.7C, §38; SELLER hereby agrees to execute a "Disclosure of Beneficial Interests in Real Property Transaction" certificate as required by G.L. c.7C, §38; and
- (d) At the option of SELLER, any other requirements of the Massachusetts General or Special Laws relative to the acquisition of property by BUYER.

In the event that the conditions stated herein have not been satisfied by February 28, 2016 (except that the condition in Section 15(b) above may be satisfied within the time period set forth therein), BUYER shall have the right, to be exercised in its sole and absolute discretion, to

terminate this Agreement, without recourse, by written notice to SELLER on or prior to the closing date. BUYER'S failure to terminate by said date shall be deemed a waiver of BUYER'S termination rights under this Section.

16. Title to Premises. Notwithstanding anything herein contained, the Premises shall not be considered to be in compliance with the provisions of this Agreement with respect to title unless:

- (a) No building, structure or improvement of any kind, including driveways and utilities, belonging to any person or entity encroaches upon or under the Premises from other premises;
- (b) Title to the Premises is insurable, for the benefit of BUYER, by a title insurance company acceptable to BUYER, in a fee owner's policy of title insurance at normal premium rates, in the American Land Title Association form currently in use;
- (c) All buildings, structures and improvements and all means of access to the Premises shall be located completely within the boundary lines of said Premises and shall not encroach upon or under property of any other person or entity; and
- (d) The Premises abut a public way, duly laid out or accepted as such by the municipality in which the Premises are located or has the benefit of an easement leading to a public way.

17. Inspection Rights. (a) BUYER hereby acknowledges that it had the opportunity to and has completed any and all inspections, tests, investigations and/or assessment as to the condition of the Premises and any and all improvements thereon, and is satisfied with the same. BUYER and its agents, employees, consultants and representatives shall have a limited license to enter upon the Premises for the sole purpose of making a visual assessment of the Premises, and shall have no right to conduct any other tests or investigations thereof, including, without limitation, any subsurface inspections or investigations or other inspections that may disturb the Premises. BUYER shall minimize any interference with the use of the Premises by SELLER and others entitled thereto. All of such entries upon the Premises shall be at reasonable times during normal business hours and after at least forty-eight (48) hours prior written notice to SELLER or SELLER'S agent (which notice may be given orally to Jim Malloy at (508) 366-3030, provided an email confirmation is also sent to jmalloy@town.westborough.ma.us), and SELLER or SELLER'S agents shall have the right to accompany BUYER during any activities performed by or on behalf of BUYER on the Premises. Nothing herein shall affect BUYER's rights under this Agreement to walk through and inspect the Premises at any time prior to the delivery of the deed.

(b) Before BUYER or any of the other BUYER Parties (defined below) enters the Premises for any reason, BUYER shall (i) obtain policies of general liability insurance that insure BUYER, its agents and representatives with liability insurance limits of not less than \$1,000,000 combined single limit for personal injury and property damage and name SELLER as an additional insured, and workers compensation insurance in amounts required by law, such insurance policies to be issued by insurance companies licensed in Massachusetts and having a

Best's rating of A- or better, and (ii) provide SELLER with copies of the policies of such insurance, evidencing that BUYER has complied with the foregoing provisions. BUYER shall waive any and all rights of recovery against SELLER for any loss or damage to the Premises or the contents contained therein on account of fire or other casualty; for death or bodily injury sustained on the Premises; and for any claim for workers compensation. BUYER'S aforesaid policies of insurance shall contain appropriate provisions recognizing this release and waiver of all rights of subrogation by the insurance carriers.

(c) If BUYER or any of the other BUYER Parties (defined below) disturbs or damages the Premises or any other property of SELLER, BUYER shall promptly restore or repair the Premises and/or the other property to the same condition as existed prior to such disturbance or damage, it being acknowledged that the failure to repair/restore the Premises and/or the other property promptly shall be a material default under this Agreement, unless SELLER agrees in writing to waive a specific repair. The foregoing obligation shall survive the termination of this Agreement.

(e) BUYER agrees to release, discharge, indemnify, defend and hold harmless SELLER and/or its agents, employees, representatives, board members, directors, and others acting by and through SELLER (collectively, with Seller, the "*Seller Parties*") against any damages, claims, losses, liabilities, costs and expenses, which may be imposed upon or incurred by any of the SELLER Parties arising out of or related to the inspections of the Premises and/or the entry upon and/or activities undertaken by BUYER and/or its agents, contractors, employees, representatives, and/or invitees (collectively, with Buyer, the "*Buyer Parties*"), except to the extent that the same may be caused by the negligence or intentional misconduct of any of the Seller Parties. The foregoing obligation shall survive the Closing and/or the termination of this Agreement.

(f) BUYER acknowledges and agrees that it accepts the Premises in its "AS IS" condition, WITH ALL FAULTS, IF ANY, AND WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, other than as expressly set forth in this Agreement. BUYER acknowledges and agrees that, except as stated in this Agreement, neither SELLER nor any of the other Seller Parties have made any representation or warranty, direct or indirect, oral or written, express or implied, to BUYER or any of the other Buyer Parties with respect to the condition of the Premises, its fitness for any particular purpose, or its compliance with any laws, and BUYER is not aware of, and does not rely upon any such representation to any other party. Any information, documents or materials that have been provided to the BUYER, or that may hereafter be made available to BUYER, are made available solely as an accommodation to BUYER in the conduct of its due diligence, and that, by providing such information to BUYER, SELLER makes no representation or warranty whatsoever, express or implied, as to the accuracy or completeness thereof

18. Title Standards. Any matter or practice arising under or relating to this Agreement which is the subject of a title standard or a practice standard of the Real Estate Bar Association at the time for delivery of the deed shall be covered by said title standard or practice standard to the extent applicable.

19. Buyer's Representations. BUYER represents and warrants to SELLER as of the date of this Agreement and as of the Closing Date as follows:

(a) BUYER is duly organized, validly existing and in good standing under the laws of the State of Massachusetts and has all requisite power and authority to enter into and perform this Agreement. Each person executing this Agreement on behalf of BUYER has all requisite authority to do so. There is no agreement to which BUYER is a party or to Buyer's knowledge binding on BUYER which is in conflict with this Agreement.

(b) BUYER is not a "foreign person," as such term is defined in Code Section 1445.

(c) BUYER is not insolvent and has not filed or asserted against it (i) a voluntary case for relief under any federal bankruptcy act or any similar petition, order, or decree under any federal or state law or statute relative to bankruptcy, insolvency, or other relief for debtors, or (ii) caused, suffered, or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator, or similar official in any federal, state or foreign judicial or non-judicial proceeding, to hold, administer, and/or liquidate all or substantially all of its assets.

(d) To BUYER'S knowledge, neither BUYER nor any of its respective affiliates or constituents, nor any of their respective brokers or other agents acting in any capacity in connection with the transactions contemplated by this Agreement is or will be (i) conducting any business or engaging in any transaction or dealing with any Prohibited Person appearing on the OFAC list, including the making or receiving of any contribution of funds, goods or services to or for the benefit of any Prohibited Person; (ii) dealing in, or otherwise engaging in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224 dated September 24, 2001, relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism"; or (iii) engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempting to violate, any of the prohibitions set forth in any U.S. anti-money laundering law.

BUYER shall confirm whether the foregoing representations and warranties set forth in this Section continue to be true and correct in all material respects at Closing by executing and delivering a certificate at Closing to Seller (the "*Buyer's Certificate*").

20. Affidavits, Deliverables; Etc. Simultaneously with the delivery of the deed, SELLER shall execute and deliver: (a) Affidavits and indemnities under oath with respect to parties in possession and mechanic's liens to induce BUYER's title insurance company to issue lender's and owner's policies of title insurance without exception for those matters, and SELLER shall indemnify and hold harmless the title insurance company for any losses, costs, or damages sustained as a result of issuing a policy without exceptions covered by such representations; (b) An affidavit, satisfying the requirements of Section 1445 of the Internal Revenue Code and regulations issued thereunder, which states, under penalty of perjury, SELLER's United States taxpayer identification number, that SELLER is not a foreign person, and SELLER's address (the "1445 Affidavit"); (c) Internal Revenue Service Form W-8 or Form W-9, as applicable, with SELLER's tax identification number, and an affidavit furnishing the information required for the filing of Form 1099S with the Internal Revenue Services and stating SELLER is not subject to back-up withholding; (d) an updated Buyer's Certificate, and (d) Such additional and further

instruments and documents as may be consistent with this Agreement and customarily and reasonably required by BUYER and/or BUYER's title insurance company to complete the transactions described in this Agreement.

21. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and signed by the party or the party's attorney or agent and shall be deemed to have been given: when delivered by land; sent by registered or certified mail, return receipt requested, postage prepaid; sent by express courier service such as Federal Express, or upon confirmed facsimile transmission (provided such facsimile notice is promptly followed by other acceptable means of sending notice), to the other party with a copy to the other party's attorney at the addresses set forth in Section 1.

22. Closing. The deed and other documents required by this Agreement are to be delivered and the Purchase Price paid at the Date and Time of Closing and at the Place of Closing. All documents and funds are to be delivered in escrow subject to prompt rundown of title and recording. SELLER's proceeds shall be in the form of a bank check or wire into SELLER'S Attorney's IOLTA Account, and the funds shall be held in escrow by SELLER'S attorney who shall release the check/funds.

23. Condition of Premises at Closing. SELLER agrees to deliver the Premises at the time of delivery of SELLER'S deed in a condition substantially similar to its condition at the time of the signing of this Agreement, removing all of SELLER'S personal property therefrom which is not being sold to BUYER, or left for its benefit, as consented to by it.

24. Taking. Notwithstanding anything herein to the contrary, in the event of a taking of all or substantially all of the Premises by eminent domain by any entity other than BUYER, the BUYER may, at its sole option, terminate this Agreement without recourse. All risk of loss shall stay with the SELLER until the recording of the deed.

25. Errors. If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice thereof is given within sixty (60) days of the date of delivery of the deed to the party to be charged, then such party agrees to make payment to correct the error or omission.

26. Construction of Agreement. This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both SELLER and BUYER. Any claims arising under this Agreement shall be brought in the courts of the Commonwealth of Massachusetts.

27. Captions. The captions and headings throughout this Agreement are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the interpretation, construction or

meaning of any provisions of, or the scope or intent of this Agreement, nor in any way affect this Agreement, and shall have no legal effect.

[signature page follows]

In Witness whereof, the parties hereto sign this Agreement under seal as of this _____
day of _____, 2016.

SELLER:

TOWN OF WESTBOROUGH
By its Board of Selectmen

BUYER:

By: _____

Name: _____

Title: _____

530687.3/WBOR/0009

ATTACHMENT E
RESIDENTIAL ZONING DISTRICT REGULATIONS

2300: USE REGULATION SCHEDULE

DISTRICT

| | C | R | AA AB | BA | G2 | BB | IA | IB | IC | ID | M | AE | M-1 | All Other | DPOD | MUD |
|--|---|----|----------|-----|----|----|----|----|----|----|----|----|-----|--------------|------|-----|
| RESIDENTIAL USES: (1) | | | | | | | | | | | | | | | | |
| Single Family Dwelling: | N | Y | Y | SP | Y | Y | N | Y | Y | Y | N | SP | N | Y | SP | SP |
| Two Family Dwelling: | N | S | Y | SP | SP | Y | N | Y | Y | Y | N | SP | N | S | SP | SP |
| Conversion of existing structure to more than two-family dwellings: | N | N | S | SP | SP | S | N | S | SP | S | N | SP | N | N | SP | SP |
| Boardinghouse: | N | S | S | SP | SP | S | N | S | SP | S | N | SP | N | S | SP | SP |
| Multi-family dwelling (See Section 4200) | N | N | Y | SP | SP | N | N | N | N | N | N | N | N | N | SP | SP |
| Open Space Communities (See Section 4300) | N | SP | N | (5) | | | | | | | | | | | | |
| Mobile Home: | N | N | N | N | N | N | N | N | N | N | N | N | N | N | SP | SP |
| Campground, mobile home park: | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N |
| Mixed Use Residential/Commercial with Industrial Components (See Section 5000) | N | N | N | N | N | N | N | N | SP | N | N | N | N | N | N | N |
| Senior Living Overlay District (SLO) (See Section 5300) (6) | N | SP | SP | N | SP | SP | SP | SP | N | | SP | N | SP | SP | SP | SP |
| OPEN USES: | | | | | | | | | | | | | | | | |
| Farm: With pigs, animals raised for pelts (2) | N | N | S | SP | SP | S | N | S | S | S | N | SP | N | N | N | N |
| Other (4): | | | | | | | | | | | | | | | | |
| Nursery, green houses (commercial): | S | N | Y | SP | SP | Y | N | Y | Y | Y | N | SP | N | N | SP | SP |
| Supervised camping: | S | N | N | SP | SP | Y | N | S | S | S | N | SP | N | N | N | N |
| Cemetery: | N | Y | Y | Y | Y | Y | N | Y | Y | Y | N | Y | N | Y | N | N |
| Drive-in theater, amusement park, race track or similar commercial outdoor recreation (3): | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N |
| Outdoor recreation other than the above operated by a governmental agency: | S | Y | Y | Y | Y | Y | N | Y | Y | Y | N | Y | N | Y | Y | Y |
| Other: (4) | | | | | | | | | | | | | | | | |
| Sale of Christmas Trees: | S | Y | Y | Y | Y | Y | N | Y | Y | Y | N | Y | N | Y | Y | Y |

(1) Animal keeping may be subject to permit from the Board of Health

(2) But no animals kept closer than 500 feet to any lot line.

(3) Temporary carnival sponsored by a non-profit organization permitted upon approval by the Board of Selectmen.

(4) As determined by the Zoning Enforcement Officer.

(5) Multi-family dwellings are allowed in the Highway Business (BA) District upon grant of a Special Permit by the Planning Board in accordance with Section 5200.

(6) In accordance with the requirements and restrictions of Section 5300.

2300: USE REGULATION SCHEDULE

DISTRICT

| | C | R | AA AB | BA | G2 | BB | IA | IB | IC | ID | M | AE | M-1 | All Other | DPOD | MUD |
|---|---|---|----------|----------|----|----------|----|----------|----|----------|----|----------|-----|--------------|------|-----|
| INSTITUTIONAL USES: | | | | | | | | | | | | | | | | |
| Religious, sectarian, denominational; or public educational uses, religious purposes: | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y |
| Other educational uses: (3) | S | N | N | Y | Y | S | N | S | S | S | Y | Y | Y | N | SP | SP |
| Municipal use voted at Town Meeting (not more specifically cited in Section 2300): | S | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y |
| Hospital, sanitarium, convalescent, nursing or rest home, congregate housing: | N | S | Y | SP | SP | S | N | S | Y | S | Y | SP | Y | S | SP | SP |
| Patriotic, fraternal or social clubs, if not conducted for profit; other philanthropic institution or club: | N | N | S | SP | SP | S | N | S | S | S | Y | SP | Y | N | SP | SP |
| COMMERCIAL USES: | | | | | | | | | | | | | | | | |
| Motor vehicle service station (See Section 3300): | N | N | N | S (1) | N | S (1) | N | S (1) | S | S (1) | N | S (1) | N | N | N | N |
| Animal kennel or hospital as Licensed under Chapter 140, Section 137a. General Laws: | N | S | Y | SP | SP | Y | N | Y | N | Y | N | SP | N | N | N | N |
| Indoor recreation: | N | N | N | SP | SP | Y | N | Y | SP | Y | SP | SP | N | N | SP | SP |
| Banks, office space: | N | N | N | SP | SP | Y | Y | Y | SP | Y | SP | SP | N | N | SP | SP |
| Restaurants: | N | N | N | SP | N | Y | N | Y | SP | Y | SP | SP | N | N | SP | SP |
| Hotel, motel, motor court: | N | N | N | SP | SP | Y | N | Y | SP | Y | SP | SP | N | N | SP | SP |
| Other retail sales and services: | N | N | N | SP | SP | Y | N | Y | SP | Y | SP | SP | N | N | SP | SP |
| Display & sale of natural products, a portion of which are raised by the proprietor in Westborough: | N | S | S | Y | Y | Y | Y | Y | SP | Y | SP | Y | N | S | SP | SP |

(1) Special Permits to be issued by Board of Selectmen rather than the Board of Appeals.

(2) Except "S", if food is to be consumed on premises outside of a building, or to be sold packaged for take-out is incidental to service for on-premises consumption.

(3) Shall not apply to land or structures for religious or educational purposes on land owned or leased by Commonwealth or any of its agencies and subdivisions or bodies, politic or by a religious sect of denomination or by a non-profit educational corporation.

(4) Small professional offices in residential style structure limited to a maximum of 4,000 square feet of gross floor area.

(5) Limited to a maximum of 5,000 square feet of gross floor space.

2300: USE REGULATION SCHEDULE

| DISTRICT | | | | | | | | | | | | | | | | |
|--|---|---|----------|----|----|----|----|----|----|----|---|-------|-----|--------------|------|-----|
| | C | R | AA AB | BA | G2 | BB | IA | IB | IC | ID | M | AE | M-1 | All Other | DPOD | MUD |
| INDUSTRIAL USES: | | | | | | | | | | | | | | | | |
| Airport, heliport: | N | N | N | N | N | N | S | S | S | S | N | N | N | N | N | N |
| Public/private utility with outside equipment or storage: (2) | N | N | N | N | N | N | Y | Y | Y | Y | Y | Y | Y | N | N | N |
| With none of above: | S | S | S | Y | Y | Y | Y | Y | Y | Y | N | Y | N | S | SP | SP |
| Earth Removal (See Section 4100) (1): | S | S | S | S | S | S | S | S | SP | S | N | S | N | S | SP | SP |
| Trucking Terminal, bulk storage, Contractor's yard: | N | N | N | N | N | N | Y | Y | SP | Y | N | N | N | N | SP | SP |
| Manufacturing, Processing and Warehouse: | N | N | N | SP | N | N | Y | Y | Y | Y | N | SP | N | N | N | N |
| ADULT ENTERTAINMENT USES: | N | N | N | SP | N | N | N | N | N | N | N | SP | N | N | N | N |
| OTHER PRINCIPAL USES: | | | | | | | | | | | | | | | | |
| Other uses having externally observable attributes similar to one of above: | | | | | | | | | | | | | | | | |
| All other uses: | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N |
| ACCESSORY USES: | | | | | | | | | | | | | | | | |
| Home occupations: | N | Y | Y | Y | S | Y | S | Y | Y | Y | N | Y | N | Y | SP | SP |
| Customary accessory uses & structures (See Section 4400): | | | | | | | | | | | | | | | | |
| Agriculture, Horticulture or Floriculture: | Shall incur the same regulations as the principal use listed in this Section. | | | | | | | | | | | | | | | |
| | Insofar as it can be established that the primary purpose of the use the land falls within the above mentioned categories, the regulations herein shall not apply, if same is deemed unreasonable, nor shall such use require a Special Permit. Expansion or reconstruction of existing structures up land primarily being used for agriculture, horticulture or floriculture, shall not be prohibited or unreasonably regulated except that all such activities may be limited to parcels of more than five (5) acres in areas not zoned for agriculture, horticulture, or floriculture. Land divided by a public or private way or a waterway shall be construed as one parcel. | | | | | | | | | | | | | | | |
| Medical Marijuana Treatment & Dispensing Facilities & Marijuana Cultivation | N | N | N | N | N | N | N | N | N | N | N | SP(3) | N | N | N | N |
| (1) Special Permits to be issued by Planning Board rather than Board of Appeals. | | | | | | | | | | | | | | | | |

(1) Special Permits to be issued by Planning Board rather than Board of Appeals.

(2) Except for Large-Scale Ground-Mounted Solar Photovoltaic Installations as defined and in accordance with Section 5600.

(3) Allowed by Special Permit issued by the Planning Board.

ATTACHMENT F
OTHER REQUIRED FORMS

NON-COLLUSION AFFIDAVIT

State of Massachusetts:

County of Worcester:

I state that I am _____ (Title) of _____ (Name of Firm)

And that I am authorized to make this affidavit on behalf of firm and its owners, directors, and officers. I am the person responsible in firm for the price (s) and the amount of this Bid.

I state that:

- 1. The price (s) and amount of this Bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder.**
- 2. Neither the price nor the amount of this Bid, and neither the approximate price (s) nor approximate amount of this Bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before Bid opening.**
- 3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this Contract, or to submit a Bid higher than this Bid, or to submit any intentionally high or noncompetitive Bid or other form of complementary Bid.**
- 4. The Bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Bid.**
- 5. _____, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act involving conspiracy or collusion prohibited by state or federal law in any jurisdiction with respect to bidding on any public contract except as follows:**

6. I state that _____, understands and acknowledges that the above representations are materials and important, and will be relied on by Town of Westborough in awarding the contract (s) for which this Bid is submitted. I understand and my firm understands that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from Town of Westborough of the true facts relating to the submission of Bids for this Contract.

Name and Company Position

SWORN TO AND SUBSCRIBED BEFORE ME THIS

_____ day of _____, 20__.

_____(Notary Public)

My Commission Expires: _____

Notary Public Seal: