



The Town of Holliston

**Request for Proposals
For the
Purchase of Real Property**

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Procurement Calendar

<u>Event</u>	<u>Date</u>
RFP Released	9/7/2022
Written Inquiries due	9/19/2022
Proposals due	10/7/2022 @ 10 a.m.

INTRODUCTION

The Town of Holliston, hereinafter referred to as the “Town” for the purpose of this Request for Proposals (RFP), seeks to purchase a parcel of land, with or without buildings thereon, within the Town limits, for the purpose of building a Department of Public Works (“DPW”) headquarters. The Town has determined that this purchase is subject to Massachusetts General Law, Chapter 30B, and has issued this RFP for soliciting proposals from property owners.

Notice of this RFP is published in the Central Register, which is a weekly publication of the Office of the Secretary of State, and in Metrowest Daily News, which is a newspaper with a circulation sufficient to inform the people of the affected locality. Additionally, this RFP is posted on the Town’s website

<https://www.townofholliston.us/town-links/pages/procurement-legal-notice>.

Town Meeting has not authorized the purchase of land or appropriated funds therefor. Any purchase and sales agreement entered into pursuant to this RFP will be subject to Town Meeting authorization and appropriation.

The successful property owner must be prepared to enter into a purchase and sale agreement within forty-five (45) days from the selection of the successful proposer substantially in the form of the Purchase and Sale Agreement attached hereto as Exhibit A and incorporated herein. The closing will occur within one hundred twenty (120) days of the appropriation of funds at a Town Meeting subsequent to the bid award.

INSTRUCTIONS TO PROPOSERS

Failure to submit required forms will result in the rejection of the proposal.

- All proposals must be signed by the owner of the property, enclosed in an envelope that is sealed and plainly marked on the outside with the name of the proposal “Town of Holliston Purchase of Real Property-DPW”
- A proposal must be signed as follows:
 1. If the proposer is an individual, by him/her personally, or
 2. If the proposer is a partnership, by the name of the partnership, followed by the signature of each general partner, or
 3. If the proposer is a corporation, by the president/vice-president and the treasurer/assistant treasurer or any other authorized officer, whose signature must be attested to by the clerk/secretary of the corporation and the corporate seal affixed (see Attachment E).

- A proposal must include the following attachments:
 1. Information Form (Attachment A) properly completed and executed.
 2. Price Proposal Form (Attachment B) properly completed and executed.
 3. Non-Collusion and Tax Compliance Form (Attachment C) properly completed and executed.
 4. DCAMM Disclosure of Beneficial Interest Form (Attachment D) properly completed and executed.
 5. Certificate of Vote Form (Attachment E) properly completed and executed, (for corporate owned property only).
- Questions concerning this RFP must be submitted, in writing by September 19, 2022 by 4:00 p.m. to:

Town of Holliston
Attn: James Keast
703 Washington Street
Holliston, MA 01746

Or they may be submitted by email to: keastj@holliston.k12.ma.us

- The Town of Holliston may cancel this RFP, or reject in whole or in part any and all proposals, if the Town determines that cancellation or rejection is in the best interest of the Town, and, it may select the proposal that it deems to be in the best interest of the Town. The Town shall have no obligation to purchase the property, and any subsequent Purchase and Sales Agreement will become null and void if, by way of example, and not limitation: The Town determines at any time prior to closing that the property and/or the improvements thereon are not suitable, for its specific needs; the information contained in the proposal proves to be inaccurate; it becomes unlawful for either party to execute the purchase and sale agreement or consummate the transaction; the Town fails to obtain approval and/or funding by an affirmative vote of Town Meeting; the Town finds undisclosed hazardous waste or hazardous materials on the property; the Town fails to comply with the provisions of G.L. c. 30B (the Uniform Procurement Act) for acquisition of real property; the building on the property is damaged or destroyed by fire, vandalism or other casualty, or all or part of the property is taken by eminent domain by any entity; or the Town fails to obtain the proper zoning and regulatory approvals to the extent necessary to use and operate the property for the Town's intended purposes.
- All terms of the proposals submitted in response to this RFP, including the price stated therein, must remain firm for one year (365 days) following the proposal opening.
- If on the date and time of the submittal deadline the Town Hall is closed due to an uncontrolled event such as fire, snow, ice, wind or building evacuation, the submittal deadline will be postponed until 10:00 a.m. on the next business day.

SPECIFICATIONS OF DESIRED PROPERTY

The Town will consider the suitability of the proposed property, including but not limited to, factors relating to size of the property; site access for vehicles and pedestrians; availability of parking; environmental conditions, wetlands, grading, drainage, soil conditions, and other conditions of the property; security of the surrounding area; availability and proximity to, and adequacy of, public utilities; compatibility with existing land uses on surrounding parcels; characteristics of any building(s) and other improvements on the property, and whether it/they would have to be demolished or would be used; cost of development for the intended use; the need for revitalization and renewal of the area and where such revitalization and renewal is deemed important by the Town; the existence of tenants or occupants of the property; and the relative ease or difficulty of permitting the project at the proposed property.

At a minimum, the property must satisfy the following criteria:

- The property must be located within Town limits;
- The property must be at least six (6) acres in size;
- The property must have adequate access from frontage abutting a public way, duly laid out or accepted as such by the Town or other government entity, or include valid easement rights over private ways, no less than 50 feet wide, leading to a public way;
- The proposal must include a copy of the latest deed for the property and a site plan or survey of the property, if available;
- The property must have access to town water at the property's boundary, or demonstrate how hookup to town water will be accomplished;
- The property must have the ability for Three Phase Electrical Power at the site, or demonstrate how hookup to Three Phase Electrical Power will be accomplished;
- The property must have access to telephone and cable utilities of commercial grade, or describe how hookup to such utilities will be accomplished;
- The property must have the ability to accommodate an onsite septic disposal system.
- The property must comply with the Town of Holliston's Bylaws and regulations;
- There are to be no restrictions in the deed already encumbering the property that will interfere with the Town's intended use of the property; and
- If there are any easements, right-of-way privileges, restrictions or liens encumbering the property, they must be clearly stated on the Information Form or an attachment thereto.
- The property must be free and clear of any known contaminants, substances, materials or products which may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, and contaminated soil or water.

SUBMISSION REQUIREMENTS

Three (3) complete printed copy of the proposal, with all attachments, must be submitted on or before the deadline of October 7, 2022 at 10:00 a.m. at the Office of the Town Administrator, 703 Washington Street, Holliston, MA at which date and place said proposals will be opened promptly at 10:05 a.m. All proposals must be labeled “Town of Holliston Purchase of Property-DPW” and be mailed or hand delivered to the following address:

Town of Holliston
703 Washington Street
Holliston, MA 01746

- Proposals received by the Town later than the Submission Deadline will be deemed non-responsive and will be rejected.
- All proposals will be date/time stamped as they are received and the Town’s date/time stamp will be controlling. No proposals will be accepted after the time and date noted. Late delivery of materials due to any type of delivery system shall be cause for rejection.
- Emailed or faxed proposals will be deemed non-responsive and will be rejected, regardless of the date/time received.
- The Town will not accept any information or materials submitted after the Submission Deadline unless said information or materials are provided in response to the Town’s written request for such information or materials.
- These requirements will be strictly enforced. Proposers are cautioned to hand deliver their proposals or to allow sufficient time for their proposals to be received by mail or other delivery service.
- Prior to the submission deadline, proposers may correct or modify or withdraw a proposal by written notice to the Facility Manager at the address specified above. After the opening of proposals, a proposer may not correct or modify the price or any other provisions of its proposal in a manner prejudicial to the interests of the Town or fair competition as determined by the Inspector General of the Commonwealth of Massachusetts. No proposer may withdraw their proposal for a period of one hundred eighty (180) days after the date and time set for the opening of the proposals.
- All proposals shall be unconditional.
- The Town reserves the right to request additional information from any and all proposers if it is deemed necessary in order to identify the most advantageous proposal.

- This RFP is issued pursuant to G.L. c. 30B, § 16. The Town is interested in securing the property at the lowest responsible price. However, the Town reserves the right to award the purchase to the proposer offering the most advantageous combination of facility characteristics and purchase price, and shall not be required to award the purchase to the proposer offering the lowest price. The Town reserves the right to negotiate the purchase price and other terms with the selected proposer in a manner not prejudicial to fair competition. Any award is subject to obtaining the proper zoning and regulatory approvals to the extent any may be necessary to carry out the purposes of this RFP. **Any award is also subject to the authorization and appropriation of Town Meeting.**
- The Town reserves the right to conduct site visits to verify the information provided in the proposals and to perform detailed evaluations of the property proposed prior to award. The proposer's failure to cooperate with the Town in this regard may result in rejection of the proposal.

RFP COMMUNICATIONS

It is the sole responsibility of the proposer to ascertain the existence of any addenda and/or modifications disseminated by the Town, whether or not the same are mailed to, or received by, proposer. As this RFP has been published on the Town's website <https://www.townofholliston.us/town-links/pages/procurement-legal-notice> all proposers are responsible for checking the Town's website for any addenda and/or modifications that are subsequently made to this RFP or the attachments.

The Town accepts no liability for and will provide no accommodations to proposers who fail to check for amendments and/or modifications to this RFP and subsequently submit inadequate or incorrect responses. Proposers may contact the Facility Manager in the event this RFP is incomplete or the proposer is having trouble obtaining any part of the RFP electronically through the Town's website (<https://www.townofholliston.us/town-links/pages/procurement-legal-notice>) including, and without limitation, the proposal form and attachments.

Proposers with disabilities or hardships that seek reasonable accommodations, which may include the receipt of RFP information and/or addenda and/or modifications in an alternative format, must communicate such requests in writing and accommodation will be made by agreement.

Questions concerning this RFP must be submitted, in writing by September 19, 2022 by 4:00 p.m. to:

Town of Holliston
Attn: James Keast
703 Washington Street
Holliston, MA 01746

Or they may be submitted by email to: keastj@holliston.k12.ma.us

Written responses will be mailed or emailed to all applicants on record as having received this RFP. All answers to questions/inquiries will also be posted on the Town website <https://www.townofholliston.us/town-links/pages/procurement-legal-notice>

EVALUATION CRITERIA

Evaluation of proposals will be based upon information provided in the proposals, obtained on site visits and from other generally available and verifiable information. The Town reserves the right to request clarification of proposal terms or additional information after the Submission Deadline.

Proposals will be evaluated based upon minimum and comparative criteria. The Town will offer to purchase the property from the proposer who submits the most advantageous proposal based on consideration of specified minimum and comparative criteria.

Minimum Criteria: Each proposal must meet all of the following criteria in order to be considered for further evaluation:

- Proposer must have good clear record and marketable title and be able to transfer same to the Town.
- Proposer must submit all required forms properly completed and executed.
- Proposer must submit all required explanations and documentation.
- Proposer must meet all the material and mandatory terms and conditions of the incorporated Purchase & Sale Agreement.

Proposals that do not meet the Minimum Criteria will be judged non-responsive and will not be reviewed further.

Comparative Criteria: The following Comparative Criteria will be applied to those proposals that meet the Minimum Criteria listed above.

Size of parcel

<u>Highly Advantageous</u>	Buildable portion of parcel at greater than 260,000 square feet
<u>Advantageous</u>	Buildable portion of parcel 200,000 square feet or more but no less than 150,000 square feet
<u>Not Advantageous</u>	Buildable portion of parcel is less than 149,000 square feet

Frontage on Town-Accepted Roadway

<u>Highly Advantageous</u>	Minimum of 50 feet of direct frontage upon a town accepted roadway.
<u>Advantageous</u>	Less than 50 feet of direct frontage upon a town accepted roadway.
<u>Not Advantageous</u>	The property does not have direct frontage on a town accepted roadway but provides easement/right of way through private ways.

Right-Of-Ways, Easements, Restrictions

Highly Advantageous

There are no right-of-ways or easements either over or under the property, or restrictions affecting the use of the property for the Town's intended purpose.

Advantageous

There are right-of-ways or easements either over or under, or restrictions that affect, the property, but that do not interfere unreasonably with the Town's intended use of the property.

Not Advantageous

There are right-of-ways or easements either over or under, or restrictions affecting, the property that materially affect the use of the property for the Town's intended use.

Zoning, Wetlands and other State or Local Statute or Regulation

Highly Advantageous

Proposer can demonstrate that the use of the property for the Town's intended use is permissible under local zoning, state and local wetland laws, and any other applicable state or local law or regulation.

Advantageous

Proposer can demonstrate that the use of the property for the Town's intended use is permissible under local zoning, state and local wetland laws, and any other applicable state or local law or regulation upon the issuance of approvals and permits.

Not Advantageous

The Town's intended use of the proposed property is presently not permitted under local zoning, state and local wetland laws, and/or any other applicable state or local law or regulation.

EVALUATION AND SELECTION PROCESS

The Town may conduct site visits of properties offered for sale pursuant to this RFP. The proposer agrees to provide access to the Town and its consultants, contractors, agents and representatives to the entire property during the site visit(s) and have someone present with knowledge of the site conditions to answer questions. The Town in the selection process will consider information obtained from site visits.

The Town will evaluate proposals in accordance with the evaluation criteria set forth in this RFP. The Board of Selectmen is the awarding authority, and will select the most advantageous proposal, taking into consideration the evaluation criteria and the price.

There is no current authorization or appropriation from Town Meeting for the purchase at this time. Any purchase and sales agreement entered into pursuant to this RFP will be subject to Town Meeting authorization and appropriation.

TERMS OF PURCHASE

The Purchase and Sale Agreement to be executed between the Town and the successful proposer shall be substantially in the form of the Purchase and Sale Agreement attached hereto as Exhibit A.

ATTACHMENT A

INFORMATION FORM *Page 1 of 2*

Property Street Address: _____

Map # _____

Parcel ID _____

Total Acres: _____

Buildable Acres: _____

Unbuildable Acres: _____

a. Amount of Frontage _____ on _____
(# of feet) (Name of Town accepted roadway)

or

b. Describe valid easement rights over private way(s) leading to a public way duly laid out or accepted as such by the municipality or other government entity, including distance from property to public way and width of easement. Include deed references in the description, if attaching these details, indicate here:

c. Submit a copy of the tax map(s) showing placement of the parcel(s) and a copy of the Assessor's property record card(s) for that parcel(s).

d. Attach a copy of the current deed(s) with the Registry of Deeds Book and Page reference. Include Registry of Deeds reference or Probate Docket of at least two prior property transfers of the parcel(s).

e. Utilities already adjacent to the parcel or explanation included on how this will be accomplished:

Yes or No If 'No' attach explanation for how this will be accomplished

Town Water _____

Electrical Power _____

Cable/ Telco _____

f. In what zoning district is the property? _____

g. Are there any structures on the property? _____

h. Does the property meet all of Holliston's Bylaws and regulations? If no, please attach a detailed explanation.

- i. Are there any right-of-way privileges or easements benefiting the property? If yes, please attach a detailed explanation.
- j. Are there any right-of-way privileges or easements, burdening the property? If yes, please attach a detailed explanation.
- k. Are there any deed restrictions? If yes, please attach a detailed explanation.
- l. Attach a description of the current and past uses of the property. Please indicate if there are any known contaminants, substances, materials or products which may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, and contaminated soil or water on the property.
- m. Has the property been surveyed? _____ Date of survey: _____
- n. Is the property bounded by survey monuments?
- o. Include a Site Plan or Survey Plan.
- p. List Current Owner(s) name(s), address, preferred phone contact number, and email:
- q. List any liens or mortgages of record, including Registry Book and Page references:
Included as attachments

Signed: _____

Date:

Printed Name of Above: _____

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

ATTACHMENT B

PRICE PROPOSAL FORM

To the Awarding Authority:

A. The Undersigned proposes to sell the property listed in this Response to the Town of Holliston's Request for Proposal to the Town of Holliston Massachusetts, for the price listed below in accordance with the terms and conditions of the Request for Proposals.

Property Address: _____

Assessors map and Lot Number: _____

Registry of Deeds Book and Page: _____

B. The proposed contract price is

_____ (\$ _____).

This price includes the parcel(s) and all amenities required by this

RFP.

Date: _____

Name of Proposer: _____

Signature: _____

Business Address: _____

City, State, and Zip: _____

Phone and Fax. Nos. _____

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

ATTACHMENT C

CERTIFICATIONS

CERTIFICATE OF NON-COLLUSION

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

Signature:

Date

Print Name & Title

Company Name

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

**CERTIFICATE OF TAX
COMPLIANCE**

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A (b), I
_____, authorized signatory for _____
Name of individual *Name of owner*

Do hereby certify under the pains and penalties of perjury that said owner has complied with all laws of the Commonwealth of Massachusetts, and the Town of Holliston, relating to taxes, permit or other fees, reporting of employees and contractors, and withholding and remitting child support.

Signature

Date

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

ATTACHMENT D

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

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
Division of Capital Asset Management and Maintenance
One Ashburton Place, 15th Floor, Boston, MA 02108

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):

<u>NAME</u>	<u>RESIDENCE</u>
_____	_____
_____	_____

- (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

<u>NAME:</u>	<u>POSITION:</u>
_____	_____
_____	_____
_____	_____

- (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

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

ATTACHMENT E

CERTIFICATE OF VOTE

At a duly authorized meeting, held on _____ the Board of Directors
of the _____ it was VOTED, THAT

Name Title/Office

of _____ be, and hereby is, authorized to execute
contracts and bonds in the name, and on behalf of, said _____,
and affix its corporate seal hereto; and such execution of any contract or obligation in the
name of _____ on its behalf by such officer under seal of
_____, shall be valid and binding upon.

I hereby certify that I am the clerk of the above named _____
and that _____ is the duly elected officer as above
of said _____, and that the above vote has not been
amended or rescinded and remains in full force and effect as of the date of this contract.

(Clerk) (Date)

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

EXHIBIT A

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") is made as of the ____ day of _____, 2022, by and between _____ with a mailing address of _____ ("Seller"), and the Town of Holliston, Massachusetts, a body corporate and politic of the Commonwealth of Massachusetts, with a mailing address of 703 Washington Street, Holliston, Massachusetts ("Buyer").

In consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Agreement to Buy and Sell; Premises. On the terms and conditions set forth herein, Seller shall sell to Buyer and Buyer shall purchase from Seller the following real property:

(a) Those certain parcels of land totaling approximately _____ acres +/-, located at Map _____ Lots _____ an as more fully set forth on the plan attached hereto as Exhibit A including Parcel A (the "Land"), together with all rights, privileges, licenses, and other appurtenances pertaining thereto, including any rights-of-way, buffers, storm water management facilities, open or proposed streets, alleys, strips or gores of land adjacent thereto, easement rights, air rights and development rights, land use entitlements, water and riparian rights benefiting all or any portion thereof (collectively, with the Land and Improvements, the "Real Property or Premises");

(b) All existing surveys, architectural plans, mechanical plans, drawings and specifications pertaining to the Real Property, if any, to the extent the same are assignable at no cost to Seller and are in Seller's readily available possession (the "Plans and Specifications"); and

2. Title; Deed. The Premises are to be conveyed by a good and sufficient quitclaim deed (the "Deed") running to Buyer. If the land is registered, the quitclaim deed must be in form sufficient to entitle the Town to an Owner's Certificate of Title, and the property owner shall deliver at closing all documents necessary to enable the Town to obtain a Certificate of Title and to satisfy all Land Court and registration requirements. The Deed shall convey good and clear record and marketable title to the Premises, insurable by a nationally recognized title insurance company, free from all title defects and encumbrances, except

(a) provisions of existing building, municipal, zoning and other governmental laws, ordinances and regulations;

(b) such taxes for the then current year as are not due and payable as of the Closing Date;

(c) any liens for municipal betterments assessed and recorded after the date of this Agreement; and

(d) such other liens, easements, restrictions, encumbrances, encroachments and other title matters of record and survey matters which do not materially interfere with the Buyer's intended use of the Real Property for municipal wastewater treatment purposes.

3. Purchase Price. The purchase price for the Premises (the "Purchase Price") is _____ and 00/100's DOLLARS (\$_____.__) , of which

(a) A deposit of \$_____ (the "Deposit") is delivered to _____ (the "Escrow Agent") upon the execution of this Agreement;

(b) The balance of the Purchase Price shall be payable at the Closing (herein defined) by certified or bank check, or by wire transfer.

The Deposit shall be refundable, except in the event of Buyer's default under this Agreement.

4. Closing Date. The Deed shall be delivered to Buyer and the Purchase Price shall be paid to Seller on _____ days following an affirmative vote of the members of Town Meeting approving the purchase and appropriation for the Premises or such earlier time as the parties may agree in writing (the "Closing Date"), at Holliston Town Hall, 703 Washington Street, Holliston, MA, or at such other place as the parties may mutually agree. Time is of the essence of this Agreement.

5. Condition of Premises. Full possession of the Premises, free of all tenants and occupants is to be delivered on the Closing Date, the Premises to be then (a) substantially in the same condition as they were at the time of Buyer's "Due Diligence" (as such term is defined in the Offer), with all personal property, except as described on **Exhibit A** hereto, removed, and (b) in compliance with the provisions of any instrument referred to in Section 2 hereof. Buyer shall be entitled to inspect the Premises including, without limitation, conducting surveys, soil tests and environmental investigations, and inspections of the building and building systems existing structures. at a mutually agreeable time prior to the Closing Date in order to determine whether the condition thereof complies with the terms of this Section 5.

The physical and environmental condition of the property and the improvements therein shall be entirely acceptable to the Town, in the Town's discretion, or the Town shall not be obligated to purchase the property. Seller has not made, and Buyer has not relied on, any representation or warranty with respect to the Premises except as expressly set forth in this Agreement.

The Buyer shall not be required but may undertake its title research and review during the Due Diligence Period. Buyer's rights with regard to the Seller delivering clear, record, marketable title shall continue until the Time for Performance hereunder in accordance with the terms of this Agreement.

6. Extension to Perfect Title or Make Premises Conform; Election to Accept Title. 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, on the Closing Date, 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 Premises conform to the provisions hereof, as the case may be, in which event Seller shall give written notice thereof to Buyer at or before the Closing Date, and thereupon the Closing Date shall be extended for such period as may be reasonably necessary but not more than thirty (30) days for the Seller to correct any such failure. If at the expiration of the extended Closing Date, Seller, having used reasonable efforts shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, then Buyer may elect to terminate this Agreement by giving written notice to Seller, in which event Seller shall refund the Deposit to Buyer and this Agreement shall thereafter be void and without further recourse to either party. In no event shall Seller be obligated to expend in excess of \$ _____ inclusive of legal fees and expenses in its reasonable efforts.

Buyer shall have the election, at either the original or any extended Closing Date, to accept such title as Seller can deliver to the Premises in its then condition and to pay therefor the Purchase Price reduced by the amount required to remove all mortgages and other voluntary monetary liens, in which case Seller shall convey such title.

To enable Seller to make conveyance as herein provided, Seller, on the Closing Date, may use the Purchase Price 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 the Deed. Notwithstanding the foregoing, discharges of mortgages held by institutional lenders may be obtained by counsel for Seller and delivered to counsel for Buyer, using funds deducted from the proceeds due to Seller, and recorded in the ordinary course of business following completion of the Closing.

The Buyer may, but shall not be required, to Take the Property by eminent domain as the Buyer may deem appropriate in its sole determination. Compensation for said taking shall be the same as the Purchase Price hereunder.

7. This paragraph is intentionally deleted.

8. Title Review. With respect to title matters, on or before 5:00 p.m. on twenty (20) days before the Closing Date (the "Title Notice Date"), Buyer will notify Seller of any manner in which the title to the Real Property (the "Title Certification Date") does not comply with the requirements of this Agreement ("Buyer's Title Defect Notice"). Seller shall notify Buyer within ten (10) days of Buyer's Title Defect Notice as to the actions which Seller intends to take to cure such title defects ("Seller's Title Response"). In the event that Seller does not provide reasonable assurances that Seller will endeavor to cure said defects, then Buyer, by an additional notice to Seller, given within the (10) days of Seller's Title Response, shall either (i) terminate this Agreement, (ii) waive some or all of Buyer's objections in Buyer's Title Defect Notice, or (iii) notify Seller of any defect which Buyer asserts Seller is required to remedy under Section 2. Buyer may not give notice of its election to terminate if Seller has given assurances to Buyer in Seller's Title Response that it will use reasonable efforts to cure such defects.

Notwithstanding any other provision of this Agreement to the contrary, Buyer will be deemed to have waived any objections to all title matters existing as of the Title Notice Date to the extent any such objection(s) is (are) not noted in the Buyer's Title Defect Notice to Seller; and (b) Seller shall be required to remove or bond over all monetary liens on the Premises as a condition to Buyer's obligations to close, whether or not noted on Buyer's Title Defect Notice.

The Buyer's Title Defect Notice shall not apply to any matters of record title or of survey first recorded or occurring after the Title Certification Date. Buyer shall have the right to raise as further objections at any time prior to the Closing Date, as it may be extended pursuant hereto, any such additional title objections as first appear of record after the Title Certification Date and Seller shall be likewise obligated, pursuant to the provisions of Section 2 and this Section 8, to dispose of such objections prior to the Closing Date.

Notwithstanding anything to the contrary contained herein, any title matter that is the subject of a title standard of the Real Estate Bar Association for Massachusetts as of the Closing Date shall be governed by said title standard to the extent applicable.

9. Town Meeting Approval and Funding Authorization. The Buyer's obligation hereunder is contingent upon the following:
- A. On or before _____ approval of Town Meeting to;
 - (1) authorize the borrowing and appropriation of the Purchase Price.
 - (2) authorize the Board of Selectmen to purchase the Premises and negotiate and enter into any and all related and necessary documents to complete the transaction;

 - B. On or before _____ a vote of the Town approving a dept exclusion to provide the funding to purchase the Property.

In the event that any one of the foregoing provisions in paragraph 9 does not occur by the dates noted herein, this Agreement shall be terminated and the deposits held hereunder shall be forthwith refunded and neither party shall have further recourse at law or in equity.

10. Seller's Representations and Warranties. As an inducement to Buyer to enter into this Agreement and recognizing that all such warranties and representations are material, Seller represents, warrants and agrees that:

(a) Seller is the sole owner of the Premises and has the power and authority to execute and deliver this Agreement and perform its obligations hereunder without the necessity of any consent, approval, authorization or other action of any party or governmental authority whatsoever. Neither the execution and delivery of this Agreement by Seller nor the consummation of the transactions contemplated hereby will conflict with, or constitute a violation or breach by Seller of, any provision of Seller's organizational documents.

(b) To the best of Seller's actual knowledge, there are no unrecorded leases, subleases, licenses or other rental or occupancy agreements (written or oral) in force or effect which grant any possessory interest in or to the Real Property.

(c) Seller has received no written notice from any public authority to the effect that the Real Property or any portion thereof, is not in substantial compliance with federal, state and local laws, ordinances, codes, regulations, orders, and requirements.

(d) There is no litigation, arbitration, or other legal proceedings pending or administrative proceedings pending, or, to the best of Seller's actual knowledge, threatened in writing, against Seller, which will have a material adverse effect on the Premises or the transaction contemplated hereby. Seller is not in default in any respect of any order, decree or rule of any court or governmental authority which will materially and adversely affect the transaction contemplated hereby.

(e) Seller has not received any written notice informing Seller that any part of the Real Property is subject to pending proceedings involving a taking by eminent domain.

(f) Seller has not filed any petition seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any law relating to bankruptcy or insolvency, nor to the best of Seller's actual knowledge, has any such petition been filed against Seller. Seller is not insolvent and the consummation of the transactions contemplated by this Agreement shall not render Seller insolvent.

(g) To the best of Seller's actual knowledge, Seller has not received any written notice of any special taxes or assessments for roadway, sewer or water improvements or other public improvements pending or threatened in writing with respect to the Real Property.

(h) Seller is not a "foreign person," as defined under Internal Revenue Code Section 1445.

The sale of the Premises does not constitute a sale of all, or substantially all, of Seller's assets located in the Commonwealth of Massachusetts.

(j) The Seller has no knowledge of any buried oil tanks or hazardous material as defined under Massachusetts Oil and Hazardous Material Release Prevention and Response Act, M.G.L. c.21E, the Massachusetts Hazardous Waste Management Act, M.G.L. c.21C, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Sec. 9601 et seq. and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Sec 6901 et seq. that has been released, disposed of or otherwise deposited on the Premises.

Except as otherwise herein provided, Seller's representations and warranties provided in this Agreement shall survive the delivery of the deed. The acceptance of the Deed by Buyer shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except those that are, by the terms hereof, to be performed after the delivery of said Deed.

11. Additional Covenants of Seller. Seller covenants and agrees that from and after the date hereof until the Closing, or earlier termination of this Agreement pursuant to the provisions of Section 6, 8 or 9, Seller shall:

(a) not accept an offer to purchase or any other agreement to dispose of the Premises or any portion thereof, and not list for sale or offer for sale or disposition, or permit any broker or other person to offer for sale or disposition, the Premises or any portion thereof;

(b) not lease, license or enter into any other occupancy agreement with respect to the Premises or any portion thereof, and not grant any easement, covenant, restriction or other interest in the Real Property or any portion thereof;

(c) inform Buyer of any written notice of a taking or other action of any governmental agency or authority or any other party affecting the Premises;

(d) Reserved

(e) maintain the Real Property in the same condition as it is on the date hereof, reasonable wear and tear and damage by casualty excepted;

(f) perform all material obligations with respect to the Real Property under all easements, covenants, restrictions and contracts of record;

(g) promptly give notice to Buyer of actual litigation commenced against Seller and relating to the Premises (including, without limitation, the sale thereof to Buyer), or any portion thereof, between the date of this Agreement and the Closing, whether or not covered by insurance; and

(h) not, without the prior written consent of Buyer, apply for, consent to or process any applications for zoning, re-zoning, variances, site plan approvals, subdivision approvals or development with respect to the Premises or any portion thereof.

12. Adjustments.

(a) Water and sewer use and other utility charges and taxes for the then current fiscal year shall be apportioned as of the Closing Date and the net amount thereof shall be added to or deducted from, as the case may be, the Purchase Price. In the event that the Real Property shall be affected by any betterment or assessment made after the date of this Agreement, if Seller has elected to pay such betterment or assessment in annual installments, Seller, at the Closing, shall be responsible for all installments due prior to the Closing and Buyer shall be solely responsible for any such assessments and/or installments due on or after the Closing.

Taxes for the then current fiscal year shall be adjusted in accordance with G.L. c. 59, § 72A. Any taxes paid by the seller prior to the closing shall not be refunded.

If the amount of said taxes is not known at the time of the Closing, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the

parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

(b) Excise (Deed Stamp) taxes imposed in connection with the sale and purchase of the Real Property, if any, shall be paid by Seller. Buyer shall pay for costs to record the Deed. Seller shall pay all costs to record any satisfactions/releases of mortgages/judgments in order to convey title in accordance with the terms of this Agreement.

(c) Buyer shall pay fees for title examination and title insurance obtained by Buyer in connection with the transaction contemplated by this Agreement, and all related charges and costs in connection therewith including the costs of any survey.

(d) Buyer shall pay all other customary fees, costs and expenses incurred in connection with its purchase of the Premises and any financing thereof, and the fees and expenses of Buyer's legal counsel and other advisors.

(e) Seller shall pay all customary fees, costs and expenses incurred in connection with its sale of the Premises. Seller shall pay the fees and expenses of Seller's legal counsel and other advisors.

Where applicable, the foregoing adjustments set forth in this Section 12 shall be made in accordance with the practice standards of the Real Estate Bar Association for Massachusetts in effect as of the Closing Date. If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement (as discussed in Section 13 below) signed by the parties (or would have been included if not for any such error or omission) and notice hereof is given within three (3) months of the Closing to the party to be charged, then such party agrees to make a payment to correct the error or omission.

13. Closing Deliveries. On the Closing Date, Buyer and Seller shall each execute and deliver to the other party an original counterpart of a settlement statement setting forth the Purchase Price and the closing adjustments and proration's, and the application thereof, and Seller shall deliver or cause to be delivered to or at the direction of Buyer, the following documents, duly and validly executed, attested, notarized and acknowledged, as appropriate:

(a) The Deed, evidence of authority of the person or persons executing the Deed on behalf of Seller and any other documents, instruments or agreements expressly required to be executed by Seller and delivered to Buyer pursuant to this Agreement;

(b) An affidavit pursuant to Section 1445 of the Internal Revenue Code certifying as to the non-foreign entity status of Seller;

(c) Any agreements and affidavits reasonably required by Buyer's title insurance company in order to issue so-called owner's title insurance policies insuring Buyer's title to the Real Estate without any exception for parties in possession and mechanics' or materialmen's lien attributable to Seller or persons acting on Seller's behalf.

(d) Such other agreements and certificates reasonably required by Buyer's lender(s)

or title insurer, or the Internal Revenue Service.

(e) A certification by Seller that Seller's warranties are true complete and accurate in all material respects as of the time of the Closing.

(f) A completed form filed with the Division of Capital Asset Management and Maintenance, which shows proof it was filed prior to the conveyance for the Premises.

14. Brokers. Seller and Buyer each warrant and represent that it has not dealt with any real estate broker or agent in connection with the transactions contemplated hereby. Each party shall indemnify and hold harmless the other from any cost, expense or liability (including costs of suit and reasonable attorney's fees) for any compensation, commission or fees claimed by any other real estate broker or agent in connection with this transaction.

15. a. Buyer's Default; Damages. In the event Buyer breaches this Agreement, Seller, as its sole and exclusive remedy, shall be entitled to retain the Deposit as liquidated damages, and not as a penalty, and such retention shall be Seller's sole remedy at law or in equity. Seller and Buyer agree that it would be impractical and extremely difficult, if not impossible, to fix actual damages that would be suffered by Seller as a result of Buyer's default, and agree that the Deposit is fair and reasonable under the circumstances and a suitable proxy for actual damages.

b. Seller Default, Buyer's Remedies. If Seller shall fail to fulfill the Seller's agreements herein, other than by reason of Buyer's fault or other reasons beyond Seller's control (a "**Seller Default**"), then, as Buyer's sole and exclusive remedy in such event, Buyer shall have the right: **(i)** to terminate this Agreement by written notice to Seller and to obtain the return of the Deposit, and in addition, Seller shall pay to Buyer upon demand, Buyer's Transaction Costs, as hereinafter defined, up to a maximum of Ten Thousand and NO/100's (\$10,000) Dollars; or **(ii)** to seek to compel Seller to convey the Property to Buyer in accordance with the terms of this Agreement in return for payment by Buyer to Seller of the full Purchase Price required hereunder, without offset or deduction, provided that Buyer shall give notice to Seller to terminate this Agreement or shall file suit to compel conveyance hereunder within thirty (30) days of the date of Seller's alleged breach. The term "**Buyer's Transaction Costs**" shall mean **(a)** the reasonable legal fees incurred by Buyer in connection with the preparation of this Agreement, **(b)** all arm's length third party costs and expenses incurred by Buyer in connection with Buyer's Due Diligence Activities, including all fees and expenses paid to environmental or other consultants, and all fees and expenses paid to a surveyor, the cost of any title examination or title commitment obtained by Buyer. Buyer's demand to Seller in connection with the foregoing shall be accompanied by such bills, invoices, evidence of payment and other information as are reasonably necessary to establish for Seller the amount and nature of all Transaction Costs which Buyer seeks to recover.

16. Conditions to Closing. Buyer's obligation to purchase the Premises and consummate the transaction contemplated by this Agreement shall be contingent upon all of the following, any or all of which may be expressly waived by Buyer in writing, at its sole option:

(a) All representations and warranties made by Seller in this Agreement shall be true and correct in all material respects on and as of the Closing Date, as if made on and as of such date except to the extent they expressly relate to an earlier date (in which event such

representations and warranties shall have been true and correct in all material respects as of such earlier date); and

(b) Seller shall have delivered to Buyer all of the documents and other items required from Seller pursuant to Section 13 and shall have performed all other covenants, undertakings and obligations, and complied with all conditions required by this Agreement, to be performed or complied with by Seller at or prior to the Closing.

17. Notices. Any notice required or permitted to be given hereunder shall be in writing and shall be effective when actually received if delivered by hand or sent by reputable overnight courier, or when confirmed by receipt, or upon refusal to accept delivery, if sent by certified mail, postage prepaid, the certification receipt therefore being deemed the date of such receipt, and addressed to the parties as follows:

To Buyer: Town Administrator
Town of Holliston
703 Washington Street
Holliston, MA 6

With a copy to: Jason R. Talerma, Esq.
Mead, Talerma and Costa, LLC
730 Main Street
Suite 1F
Millis, Massachusetts 02054
Phone 774.993.5000
jay@mtclawyers.com

To Seller:

With a copy to:

18. Recording; Assignment. If Buyer records this Agreement or a copy, notice, or memorandum hereof, with any Registry of Deeds, then, at Seller's sole option, Buyer shall be deemed in default hereunder. Seller shall immediately after such recording be entitled to exercise all of Seller's rights and remedies upon Buyer's default as provided herein; and all obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

19. Amendments; Construction of Agreement. This Agreement, executed in multiple counterparts, shall 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 permitted successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both Seller and Buyer. This Agreement has been negotiated by the parties and any ambiguity in any

provision shall not be construed against either party as drafter. This Agreement supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof. Facsimile and pdf (portable document format) signatures shall be deemed originals for all purposes. The attorneys for the parties shall be deemed duly authorized to execute on behalf of their respective client all extensions, if any. No person or entity other than a party to this Agreement shall be entitled to rely on this Agreement, and this Agreement is not made for the benefit of any person or entity not a party hereto. Buyer shall have the right to waive any condition to its obligation to Close. No such waiver shall be binding upon Buyer unless in writing and signed by Buyer's duly authorized representative. The captions of the various Sections in this Agreement are for convenience only and do not, and shall not be deemed to, define, limit or construe the contents of such Sections.

20. Saturdays, Sundays, and Holidays. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed or by which the Closing must be held expires on a Saturday, Sunday, federal holiday or legal bank holiday in the Commonwealth of Massachusetts, then such time period shall be automatically extended to the close of business on the next business day.

21. Deposit; Escrow Agent. The Deposit made hereunder shall be held by the Escrow Agent, as earnest money for the faithful performance of this Agreement by Buyer, shall be credited towards the Purchase Price at Closing or paid as provided herein. The Escrow Agent shall hold the Deposit in an IOLTA non-interest bearing account.

In the event that the Escrow Agent shall be uncertain as to its duties or actions hereunder or shall receive instructions or a notice from Buyer or Seller which are in conflict with instructions or a notice from the other party or which, in the reasonable opinion of the Escrow Agent, are in conflict with any of the provisions of this Agreement, it shall be entitled to take any of the following courses of action:

(a) the Escrow Agent may hold the Deposit and decline to take any further action until the Escrow Agent receives a joint written direction from Buyer and Seller or an order of a court of competent jurisdiction directing the disbursement of all of the same, in which case the Escrow Agent shall then disburse the same in accordance with such direction;

(b) in the event of litigation between Buyer and Seller, the Escrow Agent may deliver the Deposit to the clerk of any court in which such litigation is pending; or

(c) the Escrow Agent may deliver the Deposit to a court of competent jurisdiction and therein commence an action for interpleader, the cost thereof, including but not limited to reasonable attorney fees, to the Escrow Agent to be borne by whichever of Buyer or Seller does not prevail in the litigation.

(d) The Escrow Agent shall not be liable for any action taken or omitted in good faith and believed by it to be authorized or within the rights or powers conferred upon it by this Agreement and it may rely, and shall be protected in acting or refraining from acting in reliance, upon an opinion of counsel and upon any directions, instructions, notice, certificate, instrument, request, paper or other document believed by it to be genuine and to have been made, sent, signed or presented by the proper party or parties.

(e) The Seller and the Buyer each acknowledges and consents that the Escrow Agent represents only the Buyer and any nominee and/or affiliate of the Buyer in regards to the transactions described above, and in the event of any dispute, judicial or otherwise among the parties, the Escrow Agent, acting as escrow agent hereunder does not, and shall not, prevent, impair or interfere with the Escrow Agent from representing the Buyer and/or any nominee and/or affiliate of the Buyer in any and all matters.

22. No Personal Liability. In no event shall any officer, director, trustee, manager, shareholder, member, employee, elected official or agent of Seller or Buyer have any personal liability hereunder.

23. Waiver. Except as expressly provided herein, no waiver by any party of any failure or refusal of the other party to comply with its obligations under this Agreement shall be deemed a waiver of any other subsequent failure or refusal to so comply by such other party of the same or any other provision of this Agreement. No waiver shall be valid unless in writing signed by the party to be charged and then only to the extent specifically stated therein.

24. Severability. If any term or provision of this Agreement or application thereof to any person or circumstance shall, to any extent, be found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each other term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

25. Legal Representation. The Parties hereunder understand that this is a legal document and that they have both had an opportunity to engage legal counsel in review of same.

[Signature Page Follows]

[Signature Page to Purchase and Sale Agreement]

EXECUTED as a sealed instrument as of the date and year first written above.

BUYER:

TOWN OF HOLLISTON
Board of Selectmen

By: _____

Name:
Authorized Signatory

SELLER:

By: _____

Name:
Authorized Signatory

ESCROW AGENT:

By: _____

Name:
Authorized Signatory

EXHIBIT A

Plan of the Premises