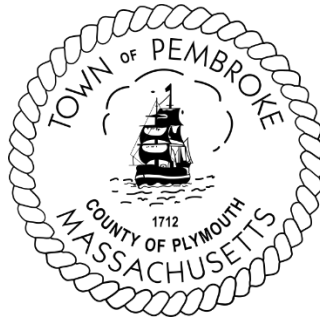


Town of Pembroke
MASSACHUSETTS 02359



REQUESTS FOR PROPOSALS

FOR THE

**SALE OF THE TOWN-OWNED PARCEL LOCATED AT 660
WASHINGTON STREET**

LOCATED AT

**660 Washington Street, Pembroke Massachusetts Assessors' Map F9,
Parcel 1**

Parcel lot size is 17.89 Acres

TOWN OF PEMBROKE

REQUEST FOR PROPOSALS (RFP)

SALE OF WASHINGTON STREET PARCEL

The Town of Pembroke (the “Town”) is seeking proposals for the sale of one (1) Town-owned parcel of land located at 660 Washington Street, Pembroke, Massachusetts, and identified on Assessor’s Map F9 as Parcel 1 (the “Property”). This Property contains 17.89 acres. Property record cards are attached as Exhibit A and maps and plans showing the Property are attached as Exhibit B, which exhibits are incorporated herein.

Copies of the full Request for Proposals may be obtained from the Town Manager’s Office located at Pembroke Town Hall, 100 Center Street, Pembroke MA 02359. Copies may also be obtained by contacting Edwin Thorne by email at ethorne@townofpembrokmass.org.

Proposers are advised that the Town has established a minimum purchase price of \$2.59 million for the Property. Proposals with a purchase price below this minimum amount will be rejected. Since price is an important evaluation criterion, proposers are advised to offer a purchase price higher than the minimum amount stated herein.

All questions must be submitted in writing to Edwin Thorne, Town Manager, email: ethorne@townofpembrokmass.org and facsimile: (781)-293-4650, and received by the Town on or before 3:00 p.m. on February 17, 2020. Questions that the Town, in its sole discretion, deems appropriate for a response will be answered in writing and sent to all proposers on record as having requested the RFP. It is the Town’s preference to use email to respond to questions and to send future addendums to potential proposers.

Proposals must be sent or delivered to the Town Manager’s Office, Pembroke Town Hall, 100 Center Street Pembroke MA 02359 on or before 11:00 a.m. on February 24, 2020, at which time and place the proposals will be publicly opened. Proposals become public information when opened. Late proposals will not be considered.

The successful proposer must enter into a purchase and sale agreement, substantially similar to the Purchase and Sale Agreement attached hereto as Exhibit C and incorporated herein (the “P&S”) within thirty (30) days from the date the sale of the Property is awarded to the proposer. The terms and conditions applicable to the sale of the Property are more fully set forth in Section K and Exhibit C of the RFP.

No proposer may withdraw his or her proposal for a period of one hundred twenty (120) days after the date set for the opening thereof. The awarding authority is the Pembroke Board of Selectmen.

The Town of Pembroke, acting through its Board of Selectmen, reserves the right to waive any informality, to negotiate sale terms with the successful proposer, to award the sale of the Property to the proposal deemed in the best interest of the Town, and/or to reject any or all proposals if it is in the public interest to do so.

TOWN OF PEMBROKE

REQUEST FOR PROPOSALS (RFP)

SALE OF 660 WASHINGTON STREET, PEMBROKE MASSACHUSETTS

INTRODUCTION

The Town of Pembroke (the “Town”) is seeking proposals for the sale of the one (1) Town-owned parcel of land located at 660 Washington Street, Pembroke, Massachusetts, identified on Assessor’s Map F9 as Parcel 1 (the “Property”). This Property contains 17.89 acres. Property record cards are attached as Exhibit A and maps and plans showing the Property are attached as Exhibit B, which exhibits are incorporated herein.

The Property is zoned Residential – Commercial, established to provide for uses allowed ranging from single family homes, to business/office uses, light industry, medical offices/clinics. Other uses allowed by Special Permit are multi-unit dwellings and restaurants. It is the Town’s preference that the Property be used for business (retail and/or commercial) purposes. Prospective proposers are strongly encouraged to review the Pembroke Zoning Bylaws and Wetland Protection Bylaw prior to submitting their proposals.

Proposers are advised that the Town has established a minimum purchase price of \$2.59 million for the Property. Proposals with a purchase price below this minimum amount will be rejected. Since price is an important evaluation criterion, proposers are advised to offer a purchase price higher than the minimum amount stated herein.

Sealed proposals for purchasing the Property must be received at the Town Manager’s Office **on or before 11:00 a.m. on February 24, 2020**, as specified in Section G below, at which time the proposals will be publicly opened.

If the proposer wishes to purchase the Property, the parties shall enter into a purchase and sale agreement substantially similar to the Purchase and Sale Agreement attached hereto as Exhibit C and incorporated herein (the “P&S”) within thirty (30) days from the date the sale of the Property is awarded to the proposer; the closing shall occur within sixty (60) days from the date on which the P&S is fully signed.

While the Town believes that the information provided in this RFP is accurate, the Town makes no representation or warranty, express or implied, as to the accuracy and completeness of the information in this RFP. The proposer assumes all risk in connection with the use of the information, and releases the Town from any liability in connection with the use of the information provided by the Town. Further, the Town makes no representation or warranty with respect to the Property, including without limitation, the value, quality or character of the Property or its fitness or suitability of the building and/or the Property for any particular use and/or the physical and environmental condition of the Property. The Property will be sold in its “AS-IS” condition.

Each proposer shall undertake its own review and analysis (due diligence) concerning the physical and environmental condition of the Property, applicable zoning and other land use laws, required permits and approvals, and other development, ownership, and legal considerations pertaining to the Property, and the use of the Property, and shall be responsible for applying for and obtaining any and all permits and approvals necessary or convenient for the proposer's use of the Property. All costs and expenses of purchasing and developing the Property, including without limitation, all costs of permitting and improvements, shall be the sole responsibility of the successful proposer.

A. PROPERTY

The Town of Pembroke is located approximately 30 miles south of Boston, 60 miles north of Providence; in Plymouth County. The Washington Street area is easily accessible by car. The Property, located off of Route 53, it is minutes from the Pilgrims Highway. The Property contains approximately 17.89 acres and is described in a deed recorded with the Plymouth Registry of Deeds in Book 3388, Page 691.

B. ZONING

Prospective proposers are strongly encouraged to review the Pembroke Zoning Bylaws and Wetland Protection Bylaws prior to submitting their proposals. The Property is zoned Residential – Commercial, established to provide for uses allowed ranging from single family homes to business/office uses, light industry, medical offices/clinics. Other uses allowed by Special Permit are multi-unit dwellings, and restaurants. The selected proposer will be responsible for obtaining any and all permits and variances as may be required for the proposer's use of the Property from the Planning Board, Zoning Board of Appeals, the Conservation Commission, and other local regulatory boards and/or commissions. The selected proposer must comply with all applicable bylaws to develop the Property.

A Special Permit could be issued for uses such as:

1. Institutions for philanthropic use
2. Outdoor storage, display, and sale of goods, no closer than forty feet of the way line
3. Assisted Living Facilities and Multiunit Dwellings, including those designated as low and moderate income housing. Multi-dwelling structures, not to exceed a density of four dwelling units per acre, and assisted living facilities shall be subject to the following conditions:
 - a. A site plan shall be submitted to the planning board accompanying any application hereunder.
4. Restaurants

C. DEVELOPMENT PLAN

It is the Board of Selectmen's preference that the Property be used for business (retail/commercial) and/or residential purposes. The proposal should exhibit strong marketing relationship with local businesses and use by the community that will continue the focus on the

work that is already performed in this area of Town in order to continue to energize the economic development in Pembroke.

D. SITE VISIT

Proposers interested in inspecting the Property are advised to contact Edwin Thorne, the Town Manager, by email: ethorne@townofpembrokemass.org, or by phone: 781-293-3844. The Town Manager will be available to answer questions and tour the Property. Proposers are advised to do their own due diligence, and that neither the Town nor any of its agents or representatives are responsible for statements made regarding the physical condition of the site.

E. RFP CLARIFICATION AND ADDENDA

Questions concerning this RFP must be submitted in writing via email or facsimile to: Edwin Thorne Town Manager: ethorne@townofpembrokemass.org or 781-293-3844, and **must be received by the Town by 3:00 p.m. on February 17, 2020**. Oral statements, representations, clarifications or modifications concerning this RFP are not binding upon the Town of Pembroke.

All interpretations and supplemental instructions will be in the form of written addenda to the specifications, which, if issued, will be in writing and sent by email to all proposers on record as having requested the RFP. It is the Town's preference to email future addendums to potential proposers. Proposers are directed to acknowledge receipt of any addendums on their proposal cover page.

F. MODIFICATIONS TO OR WITHDRAWAL OF PROPOSALS

Proposers may correct, modify, or withdraw a proposal by written notice received by the Town of Pembroke prior to the time and date set for the proposal opening. Proposal modifications must be submitted in a sealed envelope clearly labeled "Modification No. ____." Each modification must be numbered in sequence, must reference the original RFP, and identify the name of the proposer.

After the proposal opening, proposers may not change any provision of the proposal. Minor informalities may be waived or the proposer may be allowed to correct them. If a mistake is clearly evident on the face of the proposal document and the proposer's correct intent is clearly indicated, the mistake may be corrected to reflect the intended correct proposal, and the proposer will be notified in writing.

G. BID OPENING

Sealed proposals will be accepted at the Town Manager's Office, Pembroke Town Hall, 100 Center Street Pembroke, MA 02359, **on or before** 11:00 a.m. on **February 24, 2020**. At that time and place, said bids will be publicly opened. Proposers must submit one (1) original proposal and three (3) copies of the proposal (completed and signed), and be submitted in a sealed envelope captioned "*Purchase of 660 Washington Street.*"

If, at the time of the scheduled proposal opening, the Pembroke Town Hall is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the proposal opening will be postponed until 11:00 a.m. on the next normal business day that Town Hall is open. Proposals will be accepted until that date and time.

The proposer agrees that its proposal shall be good and may not be withdrawn for a period of one hundred twenty (120) days from the opening of the proposals.

H. PURCHASE PRICE; BID SECURITY; DEPOSIT

The Town has established a minimum sale price of \$2.59 million. Since price is one of the primary comparative criterion, proposers are advised to offer more than the minimum stated. The Town is interested in selling the Property at the highest price. However, the Town reserves the right to make an award to a proposal that offers other than the highest price. The Town will consider the overall value of the offer based on the selection criteria set forth herein.

Proposers are required to submit a proposal security fee of five percent (5%) of the bid price with their proposals, which will be returned to unsuccessful proposers within a reasonable period of time after the date of an award. The successful proposer shall, at the execution of the Purchase and Sale Agreement, pay a deposit in the minimum amount of eight percent (8%) of the proposer's offered purchase price; the bid or proposal security shall be credited to the purchase price.

I. SUBMITTAL REQUIREMENTS

In order for proposers to submit a bid, proposers are required to submit in a sealed envelope the following items, which are referred to, collectively, as the "Proposal Package":

1. Cover letter: A letter signed by the principal of the proposer who is authorized to submit its RFP response, including a statement of interest, the identity of the proposer, and name of the buyer and the name, address and contact information of all other interested parties. At least three (3) references shall be included.
2. Price Proposal Form: Proposers must insert the purchase price being offered for the Property by filling in the blank spaces in the Price Proposal Form attached hereto in both words and figures.
3. Proposal Security. Proposal security in the form of a certified check or cashier's check payable to the "Town of Pembroke" in the amount of five percent (5%) of the bid price must accompany the proposal package. The proposal security of parties not selected will be returned within a reasonable time after the date of an award. Proposal packages which

fail to include this security, or those of responding parties who fail to provide the aforementioned security by the submission deadline, will be rejected as non-responsive. In the event that the successful proposer and the Town fail to enter into a P&S within thirty (30) day of the date of the award or to purchase the Property, the Town may retain the proposal security. Otherwise, the proposal security shall be credited to the purchase price.

4. Forms A through D: Proposers are required to fill out and sign Forms A through D attached hereto:

- *Form A, Certificate of Non-Collusion:* required under G.L. c. 30B, §10.
- *Form B, Certificate of Tax Compliance:* required under G.L. c. 62C, §49A.
- *Form C, Certificate of Authority,* if the proposer is an entity.
- *Form D, Real Property Disclosure Statement:* required under G.L. c. 7C, §38, in which the proposer identifies the parties who will have an interest in the Property and whether any such party is a state or local employee.

5. Financing Information and, if applicable, Loan Commitment. Each proposer must provide evidence of the proposer's ability to meet the financial obligations of the acquisition of the Property. Financial statements and background information must be attached to the proposal. If a proposer intends to purchase Property with a purchase money mortgage, the proposer must specify how much is to be borrowed and submit, in its proposal package, a pre-approval or commitment letter from an institutional lender acknowledging that the proposer has sufficient financial resources to obtain a loan commitment, subject to prevailing terms and conditions. If the proposer provides a pre-approval letter, the proposer must deliver a firm letter of commitment to the Town within fourteen (14) days from the date of the parties enter into the P&S.

6. Development Plan.

The Town intends to convey the Property to a proposer who proposes to use and develop the Property for business (retail/commercial) purposes, residential (single family/cluster) purposes, or a combination of both. Each proposer must submit a project summary, including a description of the proposed use of the Property, including water, sewer, drainage, parking, public safety, and roads (driveways) and the economic benefit to the Town in tax revenue. Proposals must describe the proposer's ownership and management structure and anticipated development schedule. Each proposal must include any conceptual plans, letters of intent from prospective tenants and/or proposed marketing strategies. Proposers are encouraged to describe their ability to achieve development of this Property in accordance with this solicitation's requirements.

If applicable, proposers must submit a complete list of all properties developed by or properties managed and maintained similar in size and scope to the Property, with dates

developed or time period of ownership/management and contact names and telephone numbers for verification purposes.

7. Other: The proposer should include in this section any other information or unique features which the proposer believes the Town should know in order to fully evaluate the proposal.

One (1) original and three (3) copies of the Proposal Package shall be delivered in a sealed package that is clearly marked "Purchase of 660 Washington Street", to the Town Manager's Office, Pembroke Town Hall, 100 Center Street, Pembroke, MA 02359 on or before 11:00 a.m. on February 24, 2020.

Any bid submitted without the Price Proposal Form and Forms A through D will not be considered.

Sealed proposals for purchasing the Property will be received at the Purchasing Office until the time specified above, at which time the proposals will be publicly opened and read aloud.

J. EVALUATION CRITERIA

The Town will offer to sell the Property to the proposer who submits the most advantageous proposal based on the following criteria:

1. Minimum Evaluation Criteria. All responsive proposals must meet the following minimum threshold criteria:
 - Complete conformance with all submission requirements set forth in Section I, including certification as to payment of all state and local taxes and payment of bid security, and
 - Statement of intention to purchase the Property.
2. Comparative Evaluation Criteria. Proposals meeting the minimum threshold criteria will also be judged on the following comparative evaluation criteria:
 - A Highly Advantageous rating will be given to a proposal that in the judgment of the evaluators exceeds the requirements of the RFP.
 - An Advantageous rating will be given to a proposal that in the judgment of the evaluators meets the requirements of the RFP.
 - A Least Favorable rating will be given to a proposal that in the judgment of the evaluators falls short of meeting the requirements of the RFP.

(a) **Purchase Price**

- A Highly Advantageous rating will be given to a proposal that offers a price well above the fair market value of the Property.
- An Advantageous rating will be given to a proposal that offers the fair market value of the Property.
- A Least Favorable rating will be given to a proposal that offers less than the fair market value of the Property.

Notwithstanding the foregoing, the Town shall not be required to convey the Property to the proposer offering the highest price.

(b) **Proposed Use**

- A Highly Advantageous rating will be given to a proposer who will use the Property for retail and/or commercial purposes and provide a service or benefit to the community.
- An Advantageous rating will be given to a proposer who will use the Property for retail and/or commercial uses of the Property and provides some service or benefit to the community.
- A Least Favorable rating will be given to a proposer who will use the Property for purposes other than those identified herein and/or provides little or no benefit or service to the community.

(c) **Proposed Use and Financial Benefits**

- A Highly Advantageous rating will be given a proposal that, in the judgment of the evaluators, presents a plan that has the most favorable financial impact on the community, including taxes, fees, and job growth.
- An Advantageous rating will be given to a proposal that, in the judgment of the evaluators, presents a plan that has an average financial impact on the community.
- A Least Favorable rating will be given to a proposal that, in the judgment of the evaluators, presents a plan that has a below average financial impact on the community.

(d) **Financial Resources.**

- A Highly Advantageous rating will be given to a proposal that is not contingent on financial approval for the purchase and/or development of the Property and the proposer has demonstrable funds to purchase and develop the Property;

- An Advantageous rating will be given to a proposal that is contingent on financial approval, but the proposer has provided a firm commitment from institutional mortgagees to purchase the Property for the offered price and develop the Property.
- A Least Favorable rating will be given to a proposal that, in the judgment of the evaluators, is contingent on financing and the proposer has not provided a firm commitment from institutional mortgagees to purchase the Property for the offered price and to develop the Property.

(e) **Ability to Proceed.**

- A Highly Advantageous rating will be given to a proposal that contains the fewest contingencies to closing, and the parties are able to complete the transaction promptly after the parties enter into a P&S. The sale cannot be contingent on the sale or purchase of other property.
- An Advantageous rating will be given to a proposal that contains contingencies to closing, but which can be reasonably satisfied, and the parties are able to complete the transaction, within a reasonable period of time after the date the parties enter into the P&S.
- A Least Favorable or Unacceptable rating will be given to a proposal which is contingent on the satisfaction of contingencies that cannot be reasonably be satisfied within a reasonable period of time after the date the parties enter into the P&S.

After evaluating a proposal on the foregoing factors, the Town will provide an overall ranking for the proposal as compared to other proposals. For example, a proposal which achieves “Highly Advantageous” and/or “Advantageous” rankings in several categories will not necessarily be disqualified simply because it received a “Least Favorable” or “Unacceptable” ranking in one or more other categories if, in the judgment of the Town, the proposal on the whole is “Advantageous” or “Highly Advantageous” to the Board of Selectmen. Any notice of award, however, could be contingent upon the potential proposer and the Board of Selectmen mitigating any “Least Favorable” or “Unacceptable” criterion ranking prior to the execution of the P&S.

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

The Town reserves the right, in its sole discretion, to interview proposers and select a finalist to submit and negotiate a more fully developed response. If, at any time, negotiations with any selected proposer are not proceeding to the satisfaction of the Town, in its sole judgment, then the Town may choose to select another proposer with which to conduct negotiations.

K. AWARD; TERMS OF SALE

The Property shall be awarded to the proposer selected in accordance with Section J above.

The Town and the selected proposer (referred to as “Buyer”) shall, within thirty (30) days of date of the award, enter into a purchase and sale agreement **substantially similar** to the Purchase and Sale Agreement attached thereto as Exhibit C and incorporated herein (the “P&S”). In the event the successful proposer fails to enter into the P&S with the Town within said thirty (30)-day period, the Town may rescind the award and retain any proposal security as liquidated damages.

The P&S shall contain, in addition to the usual provisions, the following terms:

1. At time of execution of the P&S, Buyer shall pay a deposit, which, with the five percent (5%) of the bid price proposal security paid with the submission of the proposal, will equal eight percent (8%) of the purchase price. The deposit submitted by Buyer shall be held in escrow by the Pembroke Town Treasurer in a non-interest bearing account, and shall be duly accounted for at the time for performance of the P&S. In the event that Buyer fails to fulfill its obligation to purchase the Property, the Town shall retain the deposit as liquidated damages. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under the P&S pending instructions mutually given by the Town and Buyer.
2. If the acquisition of the Property is financed by a lending institution, Buyer must deliver a firm letter of commitment to the Town within fourteen (14) days from the date the P&S is fully executed.
3. No broker’s commission shall be paid by the Town, and Buyer shall indemnify and hold harmless the Town from any claims for such commission.
4. A payment in lieu of taxes shall be paid in accordance with G.L. c. 44, §63A as of the day of performance of the P&S and the net amount thereof shall be added to the purchase price payable by Buyer at the time of delivery of the deed.
5. Buyer shall pay the monetary consideration for the Parcel by certified, treasurer’s, or bank check or by wire transfer, at the Town’s preference. The Town will close by mail.
6. Buyer acknowledges that Buyer has not been influenced to enter into this transaction and that Buyer has not relied upon any warranties or representations not set forth in this P&S. Buyer represents and warrants that it will accept the Property “AS IS”, provided however Buyer shall have the right to terminate this P&S if Buyer finds Hazardous Materials on the Property in amounts required to be reported to the Department of Environmental Protection. Buyer acknowledges that the Town has no responsibility for hazardous waste, oil, hazardous material or hazardous substances, as those terms are defined by any applicable law, rule or regulation, including, without limitation, the Massachusetts Oil and Hazardous Materials Release Prevention and Response Act, M.G. L. c. 21E, the Massachusetts Hazardous Waste Management

Act, M.G.L. c. 21C, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq. (herein collectively referred to as “Hazardous Materials”) on, in, under or emitting from the Property or for any other condition or defect on the Property. The provisions of this paragraph shall survive the delivery of the deed.

7. In the event that the Town defaults under the P&S, Buyer shall be entitled to terminate the P&S and receive a refund of the deposit. The foregoing shall be Buyer’s sole and exclusive remedy at law and equity for any breach of the P&S by the Town.

8. The purchase of the Property shall not be contingent on the sale of any other property.

9. The closing shall occur within sixty (60) days from the date on which the P&S is signed by the Town and Buyer, or within such other time as the Board of Selectmen, in its discretion, deems appropriate.

10. Buyer acknowledges that Buyer has not been influenced to enter into this transaction nor has Buyer relied upon any warranties or representations not set forth or incorporated in this P&S, except for the following additional warranties and representations, if any, made by the Town: NONE.

11. In the event that the proposer’s obligations under the P&S are contingent on financing, permitting, inspection and/or other contingencies, the Town shall have the right to set forth deadlines by which some or all of the contingencies must be met, depending on when the closing is to occur and other factors.

L. INSTRUCTIONS TO PROPOSERS

1. Proposers requiring clarification of the RFP documents regarding any ambiguity, inconsistency, or error that they may discover upon examination of the RFP documents shall promptly make a written inquiry to Edwin Thorne, Town Manager by email: ethorne@townofpembroke.mass.org or facsimile: 781-293-4650. **All such requests must be received by 3:00 p.m. on February 17, 2020, to be considered for response.**

2. No instructions other than those stated herein shall be binding upon the Town unless confirmed in writing by addendum. Requests that, in the opinion of the Town, require interpretation for the benefit of proposers or that require correction or change in the RFP documents as originally issued shall be addressed in the form of an addendum to the RFP documents. Such addendum shall become part of the RFP documents and final contract. Addenda will be issued to each party on record at the Pembroke Town Manager’s Office as having been issued the RFP documents; addenda will be e-mailed or faxed to proposers and acceptance confirmed by the recipients. A copy of any addendum as may be issued will be on file at the Town Manager’s Office, Pembroke Town Hall, 100 Center Street, Pembroke, MA 02359.

3. Failure of any proposer to receive any such addendum or interpretation shall not

relieve such proposer from the obligation to comply with the terms of such addendum. All addenda so issued shall become part of this RFP.

4. At the time of the opening of bids, each proposer will be presumed to have read and be thoroughly familiar with the RFP (including all addenda). The failure or omission of any proposer to examine any form, instrument, or document shall in no way relieve any proposer from any obligation to comply with the RFP.

5. Proposers are cautioned that it is the responsibility of each individual proposer to assure that his/her proposal is in the possession of the responsible official or his designated alternate prior to the stated time and at the place of proposal by the due date. The Town is not responsible for proposals delayed by mail and/or delivery service of any nature. The clock in the Town Manager's Office shall be the official time for submittals.

6. Proposals may be corrected, modified, or withdrawn prior to the deadline for submission of proposals by submitting the required number of copies of such correction, modification, withdrawal or a new submission, clearly marked on the outside envelope with the appropriate heading, by the deadline listed above. The Town is not responsible for the inadvertent opening of unmarked or poorly marked packages.

7. Proposals cannot be withdrawn for a period of one hundred twenty (120) days after the opening of the proposals.

8. The successful proposer shall comply with all applicable federal, state, and local laws and regulations related to real estate transactions.

9. All proposals submitted to the Town must include all forms included with this RFP and they must all be filled out and properly executed. Failure to submit all forms properly filled out and executed will be grounds for rejection of the proposal.

10. All signatures must be handwritten and in ink by the person(s) seeking to purchase the Property. All other words and figures submitted on the proposal shall be neatly written in ink or typed. Proposals that are conditional, obscure, or which contain additions not called for in the specifications, erasures, alterations, or irregularities may be rejected.

11. All proposals become the property of the Town. All proposals are deemed to be public records within the meaning of the Public Records Law.

12. The Town reserves the right to waive any informality, to accept or reject, in whole or in part any or all bids, negotiate any and all non-mandatory contract terms with the successful proposer, cancel this procurement at any time to do so and/or take whatever other action may be deemed to be in the best interest of the Town.

13. The Town reserves the right to interview or to seek additional information from any proposer after bidding, to interview with one or more of the proposers, to reject any proposal if it deems it to be in the best interest of the Town, and to award the opportunity to purchase the Property to the next qualified proposer.

14. Consistent with Massachusetts General Laws Chapter 30B, Section 16, the Town reserves the right to award the opportunity to purchase the Property based on considerations other than price, as long as such award is otherwise advantageous to the Town. The Town will consider the overall value of the offer, including both monetary and non-monetary considerations.

15. Selection of a proposer's proposal will not create any rights on the proposer's part, including, without limitation, rights of enforcement, equity or reimbursement, until the P&S has been approved by the Board of Selectmen and fully executed.

16. All determinations as to the completeness or compliance of any proposals, or as to the eligibility or qualification of any proposer, will be within the sole discretion of the Board of Selectmen.

17. The selection of the proposer shall be made without regard to race, color, sex, age, religion, sexual orientation, gender identity, political affiliation, or national origin.

TOWN OF PEMBROKE

REQUEST FOR PROPOSALS (RFP)

SALE OF 660 WASHINGTON STREET

PRICE PROPOSAL FORM

PRICE

Please write your proposal offer:

Print/Type your proposal amount above in written form

Print/Type your proposal amount above in number form

Notes: Proposers are advised that the Town has established a minimum purchase price of \$2.59 million for the Property. Proposers offering less than the minim price will be rejected.

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

Authorized Official's Signature

Title of Person Signing

Typed or Printed Name of Person Signing

Company Name

Telephone Number

Address

Fax Number

Address

Date: _____

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

TOWN OF PEMBROKE

REQUEST FOR PROPOSALS (RFP)

SALE OF 660 WASHINGTON STREET

FORM A

Certificate of Non-Collusion

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

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

(Please Print)

Authorized Official's Signature

Title of Person Signing

Typed or Printed Name of Person Signing

Company Name

Telephone Number

Address

Fax Number

Address

Date: _____

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

TOWN OF PEMBROKE

REQUEST FOR PROPOSALS (RFP)

SALE OF 660 WASHINGTON STREET

FORM B

Certificate of Tax Compliance

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Authorized Official's Signature

Title of Person Signing

Typed or Printed Name of Person Signing

Company Name

Telephone Number

Address

Fax Number

Address

Date: _____

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

TOWN OF PEMBROKE

REQUEST FOR PROPOSALS (RFP)

SALE OF 660 WASHINGTON STREET

FORM C

Certificate of Authority

Give full names and residences of all persons and parties interested in the foregoing proposal:

(Notice: Give first and last name in full; in case of corporation give names of President and Treasurer; in case of limited liability companies give names of Managers and Members; and in case of firms/partnerships give names of the individual members/partners.)

NAMES

ADDRESSES

ZIP CODE

Kindly furnish the following information regarding the Proposer:

(1) If a Proprietorship

Name of Owner: _____

Business: _____

Business Address: _____ Zip Code: _____ Telephone No. # _____

Home: _____

(2) If a Partnership

Full names and address of all partners:

NAMES

ADDRESSES

ZIP CODE

Address: _____ Zip Code: _____ Telephone No. # _____

(3) If a Corporation

Full Legal Name: _____

State of Incorporation: _____

Address: _____

Qualified in Massachusetts: Yes _____ No _____

Place of Business in Massachusetts: _____

Zip Code: _____ Telephone No. _____

(4) If a Limited Liability Company

Full Legal Name: _____

State of Registration: _____

Address: _____

Qualified in Massachusetts: Yes _____ No _____

Place of Business in Massachusetts: _____

Zip Code: _____ Telephone No. _____

(5) If a Trust

Full Legal Name of Trust: _____

Recording Information on Declaration of Trust: _____

Authorized Signature of Proponent: _____

Title: _____

Date: _____

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

TOWN OF PEMBROKE

REQUEST FOR PROPOSALS (RFP)

SALE OF 660 WASHINGTON STREET

FORM D

DISCLOSURE STATEMENT FOR TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY M.G.L. c. 7C, s. 38

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: One (1) parcel of land located at 660 Washington Street in Pembroke, Massachusetts, containing 17.89 acres, more or less, , shown on Assessors Map F9 Parcel 1, and described in a deed recorded with the Plymouth Registry of Deeds in Book 3388, Page 691.

(2) Type of Transaction, Agreement, or Document: Sale of land by the Town of Pembroke

(3) Public Agency Participating in Transaction: Town of Pembroke

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

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

_____ Lessor/Seller X Buyer/Buyer
_____ Seller/Grantor _____ Buyer/Grantee
_____ Other (describe)

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

NAME

RESIDENCE

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

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

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, Buyer, 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 Buyer'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)

TOWN OF PEMBROKE

REQUEST FOR PROPOSALS (RFP)

SALE OF 660 WASHINGTON STREET

Exhibits

A: Assessors Cards

B: Maps of Location

C: Purchase & Sale Agreement

TOWN OF PEMBROKE

REQUEST FOR PROPOSALS (RFP)

SALE OF 660 WASHINGTON STREET

EXHIBIT A

ASSESSORS' CARDS

Card 1 of 1

Location 0 WASHINGTON STREET	Property Account Number 0	Parcel ID F9-1
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Old Parcel ID --

Current Property Mailing Address

Owner TOWN OF PEMBROKE	City PEMBROKE
	State MA
Address 100 CENTER STREET	Zip 02359
	Zoning

Current Property Sales Information

Sale Date 1/1/1900	Legal Reference 3388-691
Sale Price 0	Grantor(Seller)

Current Property Assessment

	<u>Card 1 Value</u>
Year 2019	Building Value 0
	Xtra Features Value 0
Land Area 17.890 acres	Land Value 112,100
	Total Value 112,100

Narrative Description

This property contains 17.890 acres of land mainly classified as MUNICIP L VAC with a(n) N/A style building, built about , having N/A exterior and N/A roof cover, with 0 unit(s), 0 total room(s), 0 total bedroom(s), 0 total bath(s), 0 total half bath(s), 0 total 3/4 bath(s).

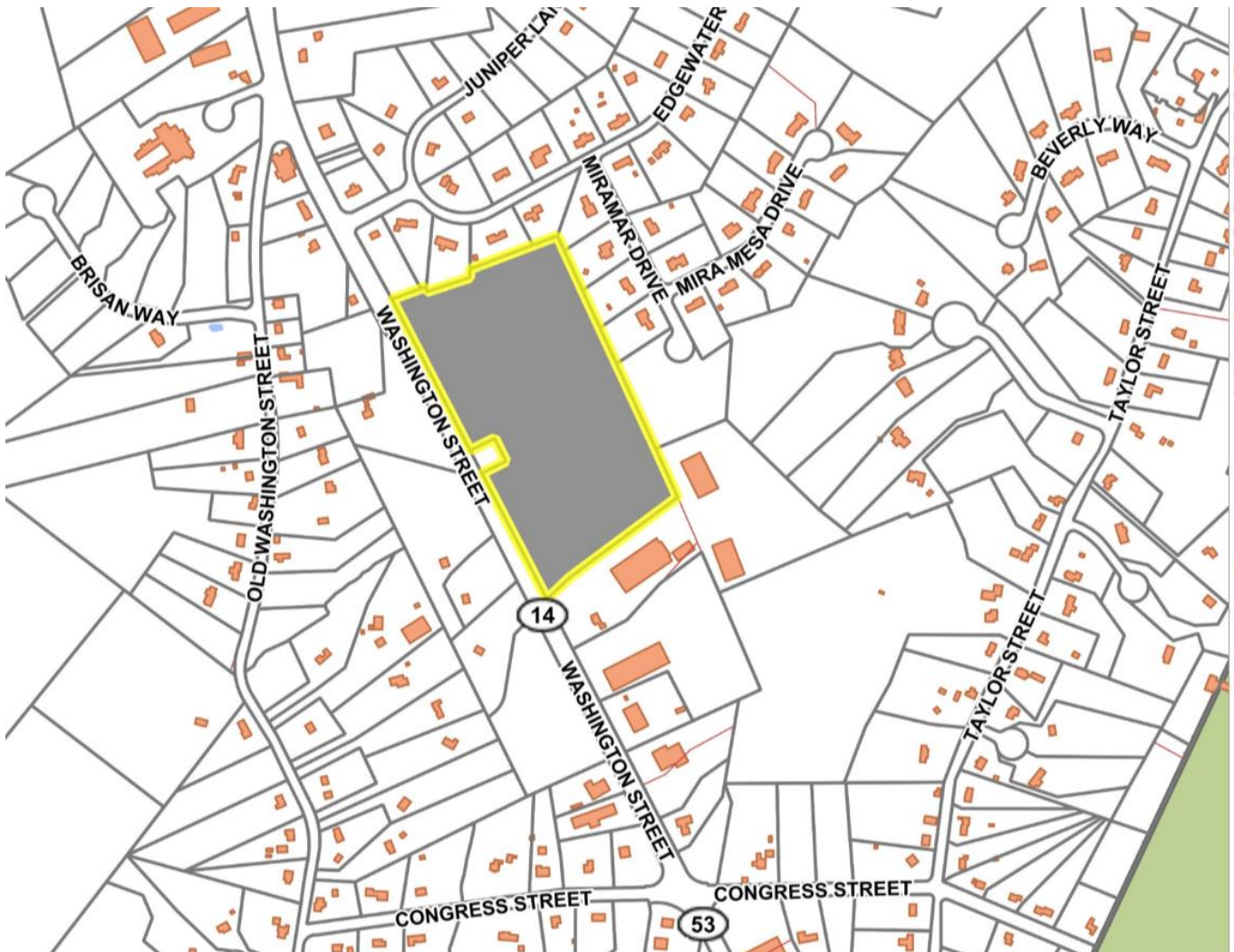
TOWN OF PEMBROKE

REQUEST FOR PROPOSALS (RFP)

SALE OF 660 WASHINGTON STREET

EXHIBIT B

MAPS OF LOCATION



TOWN OF PEMBROKE

REQUEST FOR PROPOSALS (RFP)

SALE OF 660 WASHINGTON STREET

EXHIBIT B

MAPS OF LOCATION



TOWN OF PEMBROKE

REQUEST FOR PROPOSALS (RFP)

SALE OF 660 WASHINGTON STREET

EXHIBIT C

PURCHASE AND SALE AGREEMENT

1. **Information and Definitions**

(a) **DATE OF AGREEMENT:** _____, 2020.

(b) **PREMISES:** One (1) parcel of land located at 660 Washington Street Pembroke, Massachusetts 02359, containing 17.89 acres, and described in a deed recorded with the Plymouth Registry of Deeds in Book 3388, Page 691.

(c) **SELLER:** Town of Pembroke

Address: Pembroke Town Hall, 100 Center St., Pembroke, MA 02359

Seller's Attorney: Shirin Everett, Esq., KP Law, P.C., 101 Arch Street, Boston, MA 02110

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

Email: severett@k-plaw.com

(d) **BUYER:**

Address:

Buyer's Attorney:

Phone: **Fax:**

Email:

(f) **CLOSING DATE:** May 20, [50 days from the date this Agreement is signed], 2020, at Noon. Time is of the essence.

(g) **PLACE:** Plymouth Registry of Deeds, or a closing by mail, at Seller's election.

(h) TITLE: Quitclaim Deed.

2. COVENANT. Seller agrees to sell and Buyer agrees to buy the Premises upon the terms hereinafter set forth. The Premises consist of vacant land.

3. TITLE DEED. Said Premises are to be conveyed by a good and sufficient quitclaim deed running to BUYER and said deed shall convey a good and clear record title thereto, subject to: provisions of existing building and zoning laws; existing rights and obligations in party walls whether or not the subject of written agreement; real property taxes for the current and next fiscal years, as set forth in Section 12; any liens for municipal betterments; and any Permitted Exceptions (defined below).

4. PURCHASE PRICE. The agreed purchase price for said Premises is _____ Dollars (\$ _____), of which:

\$ Five percent (5%) of bid price was paid upon Buyer's as proposal security and shall be part of the deposit due under this Agreement;

\$ _____ shall be paid today which, together with the proposal security of five percent (5%) shall constitute the deposit under this Agreement; and

\$ _____ are to be paid at the time of delivery of the deed by certified, or bank check or by wire transfer, at Seller's discretion

\$ TOTAL

5. PLANS. If said deed refers to a plan necessary to be recorded therewith, Buyer shall, at its sole cost and expense, prepare a survey plan in form acceptable to Seller and adequate for registration.

6. POSSESSION AND DELIVERY OF PREMISES. Full possession of said Premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said Premises to be then (a) in the same condition as they now are, reasonable use and wear thereof and damage by casualty excepted, and (b) in compliance with provisions of any instrument referred to in Section 3 hereof. Buyer shall be entitled personally to inspect said Premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

7. USE OF MONETY TO CLEAR TITLE. To enable Seller to make conveyance as herein provided, Seller may, at the time of delivery of this 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 in accordance with customary Massachusetts conveyancing practices.

8. ACCEPTANCE OF DEED. The acceptance of a deed by Buyer shall be deemed to be a full performance and discharge of every Agreement and obligation herein contained or

expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

9. ADJUSTMENTS. A payment in lieu of taxes shall be paid in accordance with G.L.c.44, §63A, as of the day of performance of this Agreement and the net amount thereof shall be added to the purchase price payable by Buyer at the time of delivery of the deed. Charges for water, sewer, and fuel, if any, shall be adjusted as of the day of closing.

10. DEPOSIT. All deposits made hereunder shall be held in escrow by the Treasurer of the Town of Pembroke as escrow agent, in a non-interest bearing account, subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this Agreement pending instructions mutually given by Seller and Buyer.

11. BUYER'S DEFAULT; DAMAGES. If Buyer shall fail to fulfill Buyer's Agreements herein, all deposits made hereunder by Buyer shall be retained by Seller as Seller's sole and exclusive remedy at law and equity for Buyer's breach of this Agreement. The parties acknowledge and agree that Seller has no adequate remedy in the event of Buyer's default under this Agreement because it is impossible to exactly calculate the damages which would accrue to Seller in such event. Therefore, acknowledging this fact, the parties agree that: (i) the deposit hereunder is the best estimate of such damages which would accrue to Seller in the event of Buyer's default, (ii) said deposit represents damages and not a penalty against Buyer, and (iii) the parties have been afforded the opportunity to consult an attorney with regard to the provisions of this Section.

12. LIABILITY OF SHAREHOLDER, TRUSTEE, FIDUCIARY. If Seller or Buyer executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither Seller or Buyer so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

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

14. CONTINGENCIES. The obligations of the parties are contingent upon the satisfaction of each of the following conditions:

- (a) Compliance with the provisions of G.L.c.30B, §16; and
- (b) Compliance with any other requirements of the Massachusetts General or Special Laws relative to the sale of property by Seller.

15. AFFIDAVITS. At the time of delivery of the deed, Seller shall execute and deliver all the usual and customary affidavits required by Buyer's attorney or Buyer's lender's attorney, including but not limited to a statement under oath to any title insurance company issuing a policy to Buyer and/or Buyer's mortgagee and/or Buyer individually to the effect that: (1) there are no tenants, lessees or parties in possession of the Premises, except as noted herein, or mechanics liens encumbering the Premises; and (2) that Seller is not a foreign person subject to the withholding provisions of the Internal Revenue Code of 1986, as amended (FIRPTA). At the time of the delivery of the deed, Buyer shall execute and deliver a new Disclosure of Beneficial Interest Form, as required under GL c.7C, §38.

16. PROPERTY INSPECTION; CONDITION OF PREMISES.

(a) Buyer and Buyer's agents shall have the right, to enter the Premises during the Inspection Period (defined below), upon no less than two (2) business days' prior written notice to Seller, at Buyer's own risk, for the purposes of inspecting the Premises, provided that Buyer shall not conduct any subsurface tests without Seller's prior written consent, not to be unreasonably withheld, and Seller shall promptly restore the Premises to their condition prior to any such disturbance. Buyer shall defend, indemnify and hold Seller harmless against any claim by Buyer or Buyer's agents, employees or invitees for any harm to them arising from said entry and shall restore the Premises to substantially the same condition as prior to such entry if the closing does not occur. Buyer shall obtain comprehensive liability insurance, including coverage for bodily injury, wrongful death and property damage, in the minimum amount set forth herein to support the obligations of Buyer under the terms and conditions of this Agreement to indemnify, defend and hold harmless Seller: General Liability: \$1,000,000.00/occurrence, \$2,000,000.00/aggregate; Bodily Injury Liability: \$1,000,000.00/occurrence, \$2,000,000.00/aggregate. The insurance coverage required hereunder shall be issued by insurance companies licensed in Massachusetts and having a Best's rating of A- or better. Prior to entering the Premises, Buyer shall provide Seller with a copy of such insurance policy in each case indicating Seller is an additional insured on the policy and showing compliance with the foregoing provisions. In the event Buyer finds Hazardous Materials on the Premises in quantities that must be reported to the Department of Environmental Protection under the provisions of G.L. c. 21E or the regulations thereunder, and informs Seller of the same in writing prior to 3:00 p.m. on the last day of the Inspection Period (the "Inspection Deadline"), this Agreement shall be null and void and without recourse to the parties, except for those provisions hereof that are stated to survive termination. Nothing herein shall in any way require Seller to remediate any contamination on the Premises or make any repairs or improvements thereto.

(b) The term "Inspection Period" shall mean the thirty (30)-day period beginning on the date this Agreement is signed and ending at 3:00 p.m. on May 1, 2020 (the "Inspection Deadline"). If Buyer fails to notify Seller prior to the expiration of the Inspection Deadline, Buyer shall be deemed to have approved the condition of the Premises as of the Inspection Deadline and waived its termination rights under this Section 19. Buyer shall have the continuing right to enter the Premises after the Inspection Deadline up to and including the date of the Closing, subject to the foregoing provisions; provided, however, Buyer shall no longer have the right to terminate this Agreement based on the condition thereof.

(c) Subject to Buyer's right to terminate this Agreement as provided in this Section,

Buyer acknowledges and agrees that Buyer is acquiring 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 agents, representatives, or employees of Seller have made any representations or warranties, direct or indirect, oral or written, express or implied, to Buyer or to any of Buyer’s agents, representatives or others acting by or through Buyer 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. Buyer acknowledges that, upon the expiration of the Inspection Period, Buyer will have had the opportunity to make such inspections of the Premises as it deems necessary or appropriate.

(d) Without limiting the foregoing, Buyer acknowledges that Seller has no responsibility for hazardous waste, oil, hazardous material or hazardous substances, as those terms are defined by any applicable law, rule or regulation, including, without limitation, the Massachusetts Oil and Hazardous Materials Release Prevention and Response Act, M.G. L. c. 21E, the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq. (herein collectively referred to as “Hazardous Waste”) on, in, under or emitting from the Premises or for any other condition or defect on the Premises, and releases and discharges SELLER of any and all claims, demands, losses, costs, damages, and any and all liability therefor.

(e) The provisions of this Section shall survive delivery of the deed.

17. TITLE.

(a) Upon the execution of this Agreement, Buyer shall order a title commitment for an Owner’s Title Insurance (the “Title Commitment”) from a title company selected by Buyer, together with copies of all exception documents referenced in the Title Commitment. Buyer shall provide Seller with a copy of such Title Commitment and copies of all such exception documents promptly upon receipt of the same. Buyer shall have the right to disapprove of matters disclosed by the Title Commitment which Buyer determines, in its sole and absolute discretion, may or will adversely affect Buyer’s intended use of the Property (“Title Matters”). If Buyer is not satisfied with the title to the Property, in its sole and absolute discretion, Buyer shall, by written notice given to Seller before the Inspection Deadline, have the right to terminate this Agreement (whereupon the deposit shall be returned to Buyer and all other rights and obligations herein shall cease, except that provisions stated to survive termination shall so survive) or to give written notice to Seller of any disapproved Title Matters, indicating in reasonable detail the nature and reasons for Buyer’s objections, the steps to be taken to cure the same, and providing Seller with the opportunity to cure such objectionable Title Matters (the “Buyer Title Notice”). In the event that Buyer does not terminate this Agreement, Seller shall inform Buyer in writing, within thirty (30) days from the date of the Buyer Title Notice (the “Seller Response Period”), if Seller intends to cure such objectionable Title Matters (the “Cure Letter”), in Seller’s sole and absolute discretion. In the event that Seller elects to cure the objectionable Title Matters and sends the Cure Letter prior to the expiration of the Seller

Response Period, the Closing may be extended by Seller for a period of no more than sixty (60) days to effectuate the cure. Seller's failure to send the Cure Letter within the Seller Response Period shall be deemed to be Seller's election not to cure the Title Matters. In the event that Seller elects not to cure the Title Objection Matters or does not send the Cure Letter in a timely manner, this Agreement shall terminate seven (7) days from the expiration of the Seller Response Period unless Buyer, within said seven (7) day period, notifies Seller in writing of its election to waive the Title Matters and of its agreement to accept title subject thereto, without reduction in the Purchase Price, in which event this Agreement shall continue in full force and effect. If Buyer fails to timely send the Buyer Title Notice, Buyer shall be deemed to have accepted all Title Matters disclosed in the Title Commitment.

(b) At Closing, Seller shall deliver title to the Premises subject only to the Permitted Encumbrances. The term "Permitted Encumbrances" shall consist of: any Title Matters disclosed in the Title Commitment and accepted by Buyer or deemed accepted by Buyer under this Section, any and all possible title objections, survey objections, and any defects in or to title to the Premises or other matters affecting or relating to the title to, or the survey of the Premises existing as of the Inspection Deadline; any discrepancies, conflicts in boundary lines, shortages in area, encroachments, and any state of facts which an inspection of the Premises would disclose and which are not shown by the public records; any and all easements or claims of easements, whether or not shown by the public records; and any matter of record appearing after the expiration of the Inspection Period which does not materially and adversely affect the Buyer's use of the Premises for _____ purposes.

18. CONDITION OF PREMISES. 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. Until the delivery of the deed, Seller shall maintain insurance on the Premises as presently insured.

19. CONDEMNATION. Notwithstanding anything herein to the contrary, in the event of a taking of all or substantially all of the Premises by eminent domain by an entity other than Seller, Seller or Buyer, may, at its option, terminate this Agreement, whereupon all deposits made by Buyer under this Agreement shall be returned. "Substantial part" shall be defined as that portion of the Premises which if damaged or taken by eminent domain would materially and adversely affect the use of the Premises for the purposes set forth herein.

20. ASSIGNMENT. Buyer shall not assign this Agreement or any of its rights hereunder without prior written consent of Seller, which may be withheld in Seller's sole and absolute discretion.

21. TITLE OR PRACTICE STANDARDS. Any matter or practice arising under or relating to this Agreement which is the subject of a title standard or a practice standard of the Massachusetts 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.

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. Unless the Closing takes place at the appropriate Registry of Deeds, all documents and

funds are to be delivered in escrow subject to prompt rundown of title and recording, which term shall include registration in the case of registered land. Unless otherwise agreed, Seller's attorney may disburse the funds if no report has been received by 4:30 p.m. of the next business day following the date of the delivery of the deed that the documents have not been recorded, due to some problem beyond the recording attorney's control.

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

24. NOTICE. 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: (a) when delivered by hand, or (b) when sent by Federal Express or other similar courier service, or (c) when mailed by certified mail, return receipt requested, or (d) by confirmed facsimile transmission (provided such facsimile notice is promptly followed by other acceptable means of sending notice), addressed in the case of Buyer or Seller to the addresses set forth above, with a copy to the party's attorney. By such notice, either party may notify the other of a new address, in which case such new address shall be employed for all subsequent deliveries and mailings.

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

26. POST CLOSING COMPLIANCE AND ADJUSTMENTS. If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice hereof is given within six (6) months of the date of the delivery of the deed to the party to be charged, then such party agrees to make a payment to correct the error or omission. This provision shall survive delivery of the Deed.

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

28. CONSTRUCTION. This instrument 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. If two or more persons are named herein as Buyer their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

29. GOVERNING LAW: This Agreement shall be governed exclusively by the provisions of the laws of the Commonwealth of Massachusetts, and any actions, suits or other claims pertaining or relating to this Agreement shall be brought within the courts of Massachusetts.

[Signature page follows]

In Witness Whereof, the parties sign this Agreement under seal as of this _____ day of _____, 2019.

SELLER:

BUYER:

TOWN OF PEMBROKE,
By its Board of Selectmen

By:_____

Name:

Title:

703736/PEMB/0001