

TOWN OF WEST BOYLSTON
OFFICE OF THE TOWN ADMINISTRATOR



**REQUEST FOR PROPOSALS
FOR
PURCHASE OF PROPERTY
OR LEASE WITH OPTION TO PURCHASE
LAND & BUILDING**

Contact	Town Administrator, Leon Gaumond Jr.
Address	127 Hartwell Street, Ste 100 West Boylston, MA 01583
Telephone Number:	508-835-3490
Fax Number:	508-835-4102
Email	lgaumond@westboylston-ma.gov

TABLE OF CONTENTS

I.	Introduction	3
II.	Instructions to Proposers	3
III.	Specifications	4
	1. The Property	5
	2. The Building	6
IV.	Submission requirements	6
	1. Submission deadline	6
	2. RFP requirements/communications	8
	3. Submission requirements	8
V.	Price	9
VI.	Evaluation Criteria	10
	1. Minimum Criteria	10
	2. Comparative Criteria	10
VII.	Evaluation and Selection Process	12
VIII.	Terms of Purchase	12
VIII.	Terms of Lease (with Option to Purchase)	14
ATTACHMENTS		
	Attachment A: Information Sheet	19
	Attachment B1: Price Proposal Form	22
	Attachment B2: Rent Proposal Form	23
	Attachment C: Certifications	25
	Attachment D: Disclosure Statement	26
	Attachment E: Certificate of Vote	28
	EXHIBIT A: Purchase and Sale Agreement	29
	EXHIBIT B: Lease with Option to Purchase	38

Procurement Calendar

<u>Event</u>	<u>Date</u>	<u>Time</u>
RFP Publication	1/5/2011	
Deadline for Written Inquiries	2/4/2011	1:00 p.m.
Submission Deadline	2/11/2011	1:00 p.m.

TOWN OF WEST BOYLSTON – REQUEST FOR PROPOSALS FOR PURCHASE OF LAND & BUILDING

I. INTRODUCTION

The Town of West Boylston, hereinafter referred to as the “Town” for the purpose of this Request for Proposal (“RFP”), seeks to purchase a parcel of land, with a building thereon, within the Town limits, for use as Town offices. The Town has determined that this purchase is subject to Massachusetts General Law, Chapter 30B, and has issued this RFP for the purpose of soliciting proposals from property owners. The Town will also consider leasing such land/building with an option to purchase.

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 the Worcester Telegram, which is a newspaper with a circulation sufficient to inform the people of the affected locality. Additionally this RFP is also posted on the Town’s website (www.westboylston-ma.gov).

Town Meeting has not authorized the purchase or lease of land or appropriated funds therefor at this time. Any purchase and sales agreement or lease agreement entered into pursuant to this RFP will be subject to Town Meeting authorization and appropriation and, at the Town’s option, to approval at a town election of a debt exclusion pursuant to G.L. c. 59, § 21C, so-called proposition 2 ½, for this purpose.

The successful property owner must be prepared to enter into a purchase and sale agreement or lease agreement within **thirty (30)** days from the selection of the successful proposer substantially in the form of the Purchase and Sale Agreement attached hereto as Exhibit A or Lease Agreement attached hereto as Exhibit B and incorporated herein. The closing or lease occupancy date must occur within **one hundred twenty (120)** days from the date the parties enter into the Purchase and Sale Agreement or Lease Agreement.

II. INSTRUCTIONS TO PROPOSERS

- ◆ 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 proposal number and the name of the proposal “Purchase [or Lease] of Property – Land & Building.”
- ◆ A proposal must be signed as follows:
 1. If the proposer is an individual, by him/her personally,
 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 (Attachment E).

- ◆ Each proposal must include the attached Information Form (Attachment A), properly filled out and executed along with all attachments for explanations where required.
- ◆ Each proposal must include the attached Price Proposal Form (Attachment B), properly filled out and executed.
- ◆ Each proposal must include attached Non-Collusion and Tax Compliance Form (Attachment C), and the Disclosure of Beneficial Interest form (Attachment D), properly filled out and executed. Failure to submit these required forms will result in the rejection of the proposal.
- ◆ All proposals must satisfy the Submission Requirements identified below.
- ◆ Questions concerning this RFP must be submitted **in writing** to:

Town of West Boylston
 Attn: Leon Gaumond Jr., Town Administrator
 127 Hartwell Street, Ste. 100
 West Boylston, MA 01583

Or they may be submitted by email to Leon Gaumond Jr., Town Administrator, at lgaumond@westboylston-ma.gov.

All questions must be received prior to the deadline listed in the Procurement Calendar of this RFP.

- ◆ The Town of West Boylston may cancel this RFP, or reject in whole or in part any and all proposals, if the Town determines that cancellation or rejection serves the best interest of the Town, and may select the proposal that it deems to be in the best interest of the Town.
- ◆ All the terms of the submitted proposal submitted in response to this RFP, including the price stated therein, must remain firm for one hundred eighty (180) 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 2:00 p.m. on the next business day.

III. SPECIFICATIONS

The Town will consider the suitability of the proposed property, including but not limited to, factors relating to size of the property and the building; 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 the building 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, and the building thereon, must satisfy the following specifications:

1. The Property

- ◆ The property must be located within Town limits;
- ◆ The property must contain a minimum of 1 acre of land;
- ◆ 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 existing parking or equivalent space for a minimum of 25 vehicles. It is preferred that parking be well lit;
- ◆ 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 access to town sewer at the property's boundary, or be served by a septic system that is in compliance with Title 5 of the State Environmental Code, 310 CMR 15.000 et. seq. and suitable for our occupancy load, as of the closing date, and space available for expansion of the system if needed;
- ◆ The property must have telephone and cable utilities of commercial grade, or demonstrate how hookup to telephone and cable utilities of commercial grade will be accomplished;
- ◆ The property must not be within a 100 year Flood Boundary as shown on the National Flood Insurance Program FIRM Flood Insurance Rate Map for West Boylston, or, if the property or any portion thereof is within such flood boundary, more information may be required and the Town must be satisfied as to any conditions or burdens arising therefrom prior to the purchase;
- ◆ The property must comply with the Town of West Boylston's Bylaws and regulations;
- ◆ There are to be no restrictions in the deed or 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.

- ◆ If a lease is proposed, the lease must be for no fewer than 5 years and for no more than 20 years, with an option to purchase the property.

2. The Building

The building on the property must:

- ◆ Have a minimum of 10,000 square feet of floor area with some office space already built-out;
- ◆ Be handicap accessible, with accessible front lobby and working elevator, if needed;
- ◆ Have working HVAC system, sprinkler, generator and elevator and proposer must be able to provide proof of recent services conducted on all systems;
- ◆ Be in good order and condition and comply with the Town's Zoning Bylaws and regulations or have the status of a lawful prior non-conforming use or structure;
- ◆ Be of post-1980 construction or lead paint certified with proof of asbestos abated.
- ◆ The building must meet all building codes, including, without limitation:

Massachusetts State Building Code (including BOCA Mechanical Code)
Massachusetts State Plumbing Code
Massachusetts State Electric Code
NFPA Life Safety Code.

It is preferable that the building already have fiber optic and/or T-1 cabling installed in order to facilitate electronic and communication needs of future occupants.

IV. SUBMISSION REQUIREMENTS

1. Submission Deadline:

- ◆ The Town Administrator must receive **seven (7) complete copies** of each proposal, with all attachments, on or before the submission deadline of **1:00 p.m. at February 11, 2011** at the Office of the Town Administrator, 127 Hartwell Street Ste. 100, West Boylston, MA 01583, at which time and place the proposals will be opened. All proposals must be labeled "Purchase [or Lease] of Property – Land & Building" and mailed or hand delivered to the following address:

Town of West Boylston
Attn: Leon Gaumond Jr., Town Administrator
127 Hartwell Street, Ste 100
West Boylston, MA 01583

- ◆ 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.
- ◆ Telecopied, e-mailed, 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 Town Administrator 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 his 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.
- ◆ 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.

2. RFP Requirements/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 (www.westboylston-ma.gov), 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 Town Administrator 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 (www.westboylston-ma.gov), 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 reasonable accommodation will be made by agreement.
- ◆ All questions or inquiries concerning this RFP must be made in writing to the Town Administrator. **All inquiries received by 1:00 p.m. on February 4, 2011 will be considered.** Questions may be delivered, mailed, or faxed. Written responses will be mailed or faxed to all applicants on record as having received this RFP. All answers to questions/inquiries will also be posted on the Town website (www.westboylston-ma.gov).

3. Submission Requirements:

To be eligible for consideration, proposers must submit all of the following documentation, except as otherwise specifically noted.

- ◆ Authorization to Submit Proposal:

Proposals will only be considered if they are signed and submitted by: (a) the owner of the property, or (b) the owner's legally authorized agent or representative. If the proposer is not the owner of the property, the proposal must include written evidence of the proposer's authority to submit the proposal, such as a copy of a letter or other writing from the owner of the property, authorizing the agent or representative (as the case may be) to act on the owner's behalf.

- ◆ Map and Parcel Number:

The proposal must include a reference to the Assessor's map and parcel number of the proposed property.

- ◆ Deed:

Proposers are required to include a copy of the deed to the current owner of the property and a Registry of Deeds recording reference for title to the property.

- ◆ Information Form:

Proposers are required to include a properly filled out and executed Information Form, along with all attachments for explanations where required (Attachment A).

◆ Town of West Boylston Price Proposal Form:

Proposals must include a completed Price Proposal Form for the property offered for sale or lease to the Town, in response to this RFP (For sale: Attachment B1; For Lease: Attachment B2).

◆ Certifications:

Proposers must execute and include in their submission the Certificate of Non-Collusion and the Certificate of Tax Compliance (Attachment C).

◆ Disclosure Statement:

Proposers must execute and include in their submission the Disclosure Statement – Acquisition or Disposition of Real Property, as required by G.L. c. 7, § 40J (Attachment D).

◆ Certificate of Vote:

If a proposer is an entity, the proposer must execute and include in his submission the Certificate of Authority (Attachment E).

V. PRICE

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 rent 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 and, at the Town's option, approval at a town election of a debt exclusion pursuant to G.L. c. 59, § 21C, so-called proposition 2 ½, for this purpose. The Town will consider lease-to-own options and in that case will consider both rent price and purchase price.

VI. 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.

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

Proposer must meet all of the Specifications as outlined herein.

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 filled out 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.

2. **Comparative Criteria:** The following Comparative Criteria will be applied to those proposals that meet the Minimum Criteria listed above. Proposals that do not meet the Minimum Criteria will be judged unacceptable and not reviewed any further. The Town will consider the following Comparative Criteria and evaluate each proposal based on the preferences listed below:

A. Frontage and Entrance on Town-Accepted Roadway

Highly Advantageous: Minimum of 150 feet of direct frontage upon and access to a town accepted roadway.

Advantageous: Minimum of 50 foot wide valid easement over private way(s) to a town accepted roadway.

Not Advantageous: The property does not have the requisite amount of frontage on and/or access to a town accepted roadway.

B. Parcel Size, Usefulness, and Parking

Highly Advantageous: Property has at least 3 acres, is completely useable/buildable for the Town's intended use, and contains 50 parking spaces.

Advantageous: Property has at least 1 acre, is mostly useable/buildable for the Town's intended use, and/or has 25 parking spaces on or adjacent to the property.

Non-Advantageous: Property has fewer than 1 acres, is not useable/buildable for the Town's intended use, and/or has fewer than 25 parking spaces on or adjacent to the property.

C. 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.

Non 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.

D. Suitability of Building

- Highly Advantageous: Building on property has a minimum of 10,000 square feet, is in good order and condition, is already designed for or can easily be adapted for office use, and is useable/buildable for Town's intended use.
- Advantageous: Building on property has a minimum of 10,000 square feet, is in a reasonably good order and condition, can be adapted to office use with some alterations or improvements, and is mostly useable/buildable for the Town's intended use.
- Non-Advantageous: Building on property does not contain sufficient space, is not in good order and condition, requires major repairs or improvements to adapt it to office use, and/or is not suitable for the Town's intended use.

E. 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.
- Non-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.

F. Current Building Occupancy

- Highly Advantageous: Building on property has no tenants or occupants other than the proposer.
- Advantageous: Building has tenants or occupants but all are related to the proposer (e.g., a subsidiary corporation) and occupants waive rights to relocation benefits and payments and proposer indemnifies Town as to any relocation claims and costs.
- Non-Advantageous: Building has tenants or occupants unrelated to proposer who would need to be relocated.

VII. 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, through the Town Administrator or his designee(s), will evaluate proposals in accordance with the evaluation criteria set forth in Section VI. 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 or lease/purchase at this time. Any purchase and sales agreement or lease agreement entered into pursuant to this RFP will be subject to Town Meeting authorization and appropriation and, at the Town's option, to approval at a town election of a debt exclusion pursuant to G.L. c. 59, § 21C, so-called proposition 2 ½, for this purpose.

VIII. 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, and shall include, at a minimum, the following **mandatory** terms:

- ◆ No down payment will be made upon execution of the Purchase and Sale Agreement. The Town at closing will pay the entire purchase price, subject to customary and usual adjustments.
- ◆ The Town does not have a real estate broker representing it, and the seller must agree to defend, indemnify the Town against and hold the Town harmless from any claim, loss, damage, costs or liabilities for any brokerage commission or fee which may be asserted against the Town by any broker in connection with this transaction.
- ◆ On reasonable notice, the Town and its consultants will be granted access to the property to examine the property, including, without limitation, conducting surveys, soil tests and environmental investigations, and inspections of the building and building systems existing structures. The seller shall grant reasonable access to the Town and its consultants, contractors, agents and representatives to the proposed property for such inspections and investigations.
- ◆ The property will be delivered vacant and free of all tenants, occupants and personal property.
- ◆ The seller shall deliver a good and sufficient quitclaim deed of the property running to the Town of West Boylston, which deed shall convey good, clear record and marketable title to the property, subject only to those easements, restrictions and encumbrances which are acceptable to the Town and do not interfere with the use of the property for general municipal purposes, including office use.
- ◆ 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 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.
- ◆ The seller shall provide sufficient authority documentation, in recordable form, including, without limitation, as applicable, legal existence and good standing certificates from the Secretary of State, complete incumbency certificates and trustee's certificates, valid current vote(s)/resolution(s), direction of partners, members or beneficiaries, and any other documentation reasonably required by the Town.
- ◆ 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.
- ◆ The closing must occur within **one hundred twenty (120)** days from the date the parties enter into the Purchase and Sale Agreement.
- ◆ The Town shall consider lease-to-own opportunities.
- ◆ The Town shall have no obligation to purchase the property, and the Purchase and Sales Agreement will become null and void if, by way of example, and not limitation,:
 1. The Town determines at any time prior to closing that the property and/or the improvements thereon are not suitable, in the Town's discretion, for its specific needs.
 2. The information contained in the proposal proves to be inaccurate.
 3. It becomes unlawful for either party to execute the purchase and sale agreement or consummate the transaction.
 4. The Town fails to obtain approval and/or funding by an affirmative vote of Town Meeting or at the ballot box for a Debt Exclusion override.
 5. The Town finds hazardous waste or hazardous materials on the property.
 6. The Town fails to comply with the provisions of G.L. c. 30B (the Uniform Procurement Act) for acquisition of real property.
 7. 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.
 8. The seller and any other tenants or other occupants of the property fail to waive relocation benefits under G.L. c.79A and 760 CMR 27.03 and the seller fails to indemnify the Town for any relocation claims or costs.
 9. The Town fails to obtain the proper zoning and regulatory approvals to the extent any may be necessary to use and operate the property for the Town's intended purposes.

IX. TERMS OF LEASE (WITH PURCHASE TO PURCHASE)

Before the Town leases property pursuant to the terms of this RFP, the property owner (referred to herein as “Landlord”) shall enter into a License Agreement with the Town, permitting the Town at reasonable times and for a period of at least thirty (30) days (the “Due Diligence Period”), to enter upon the property and conduct tests, inspections, surveys and studies (including, without limitation, soil, environmental, physical, mechanical and structural) and take such other steps that the Town may deem appropriate to determine the suitability of the property for the Town’s use, including, without limitation, conducting a title search and ordering a title commitment with respect to the property, and reviewing applicable zoning and land use laws. The Town shall restore to its original condition any portion of the property damaged by the Town or its employees, agents or consultants during entry upon the property during the Due Diligence Period. The Town may decide not to enter into a lease, without liability of any kind to Landlord, by giving Landlord written notice thereof prior to the expiration of the Due Diligence Period if the Town, in its sole discretion, is not satisfied with the results of any such test, inspection, survey or study or with any other condition relating to the property, including, without limitation, title, zoning laws, land use laws, environmental issue, or status of permits or approvals, or for any reason or no reason whatsoever. The Due Diligence Period may be extended for an additional thirty (30) days to conduct further due diligence investigations of the property if recommended by the Phase I Environmental Assessment, namely, a Phase II Environmental Assessment of the property, and permitted by Landlord. The Town shall make such election to extend in writing and prior to the date on which the initial Due Diligence Period expires.

If the Town decides to lease the property after the Due Diligence Period, the Town and the Landlord shall enter into a lease with an option to purchase substantially in the form of the Lease Agreement (the “Lease”) attached hereto as Exhibit B, and shall include, at a minimum, the following **mandatory** terms:

- ◆ The Town shall use the property for general municipal purposes, including, without limitation, for uses customarily performed in a “town hall,” which includes public access to the property, as well as meetings that are open to the general public. The Town shall have the right to use the property on all days and at all times.
- ◆ If the property is not suitable to the Town’s use, Landlord shall at its sole cost and expense make such improvements and/or renovations to the property and build out the property as needed to permit the Town to use the property for its intended purpose, or permit the Town to construct the improvements, renovations or build-out itself. The Town’s obligation to pay rent shall not commence until such improvements have been substantially completed, such completion not to be unreasonably delayed, and, if constructed by Landlord, approved by the Town, such consent not to be unreasonably conditioned, delayed or withheld.
- ◆ The term of the Lease shall be a minimum of five (5) years and a maximum of twenty (20) years. The Town prefers a lease for an initial term of five (5) years, with the Town having the right, to be exercised in its sole and absolute discretion, to extend the term of the Lease for three (3) periods of five (5) years each, for a total term of twenty (20) years.

- ◆ If the Town is leasing the entire property, the Lease may be a triple net lease, with Town being responsible for providing or paying for any and all utilities, real estate taxes (to the extent the same are assessed against the property), insurance, and ordinary maintenance, including the removal of snow and ice from the property. The Town shall, at its own cost and expense, clean and maintain the property in the same condition that the property was in as of the Lease execution date (but excluding damage due to ordinary wear and tear, fire or other casualty, and damage to the extent that it is caused by the negligence or willful misconduct of Landlord or its agents, employees, representatives or invitees).
- ◆ Notwithstanding the foregoing, Landlord shall be responsible for maintaining and keeping in good order and repair the structural elements of the property, including, without limitation, the foundation, roof, floor, windows (including glass), exterior and structural walls. In addition, Landlord shall be responsible for any necessary maintenance, repair and replacement of the HVAC system, electrical system, plumbing system, life safety and mechanical systems to ensure they are in good order and condition. Landlord shall also resurface the parking areas, if reasonably necessary.
- ◆ The Town shall have the right to make any non-structural improvements to the property and to install its furniture, fixtures and equipment in the property at any time and from time to time during the term of the Lease. The Town shall not make any structural alterations without, in each instance, obtaining Landlord's written consent, which shall not be unreasonably withheld, delayed or conditioned.
- ◆ Public access must be permitted, as well as use of the property for meetings that are open to the general public.
- ◆ Any indemnification by the Town shall be only "to the extent permitted by law" and "to the extent of the Town's insurance coverage."
- ◆ The Lease and the Town's interest in the property may be subordinate to any mortgage now or later encumbering Landlord's fee interest in the property or any portion thereof (a "Fee Mortgage"), and to the interests of the mortgagee or beneficiary thereunder (the "Fee Mortgagee"), provided that the foregoing subordination shall not be operative unless and until Landlord procures and delivers to the Town a recordable subordination, nondisturbance and attornment agreement from each Fee Mortgagee (an "SNDA") in form satisfactory to the Town. Landlord shall deliver to the Town such an SNDA from any existing Fee Mortgagee no later than the date the Lease is signed by the parties. Such SNDA shall provide, without limitation, that in the event the Fee Mortgage is foreclosed or the Fee Mortgagee (or a designee or assignee thereof) otherwise succeeds to the interests of Landlord in the property, the Fee Mortgagee (or such designee or assignee as the case may be) shall not disturb the Town's continued quiet possession and enjoyment of the property under the terms of the Lease and that the Fee Mortgagee (or such designee or assignee as the case may be) shall recognize the Town as its own tenant on all the terms and provisions of the Lease (including, without limitation, the Town's option

to purchase the property) for the remaining term of the Lease together with all extension terms hereunder that the Town may exercise.

- ◆ The Town shall have the right to assign the Lease provided that the Town obtains Landlord's prior written consent, which consent Landlord agrees not to unreasonably withhold, delay or condition. The Town shall have the right to sublet all or a portion of the Property without Landlord's consent.

- ◆ Landlord hereby grants the Town the exclusive and irrevocable right, privilege, and option to purchase the Premises at any time during the Term of this Lease (which shall include any and all Extension Terms, if exercised) on the terms set forth below (the "Purchase Option"). The price to be paid shall be the fair market value of the Premises as of the date of the Preliminary Notice of Exercise (defined below) (the "Fair Market Value"). The Town shall deliver to Landlord a preliminary written notice of its intention to exercise its Purchase Option (the "Preliminary Notice of Exercise"), together with a copy of an appraisal prepared by an appraiser licensed in Massachusetts, setting forth the Fair Market Value of the property. If Landlord refuses to accept such amount as the Fair Market Value, then Landlord shall, within thirty (30) days of the date of the Preliminary Notice of Exercise, obtain a second appraisal of the Fair Market Value, at its own expense. In the event that Landlord and the Town cannot then agree on the Fair Market Value within forty-five (45) days of the Preliminary Notice of Exercise, then Landlord's and the Town's appraisers shall jointly select a third appraiser, the cost of which shall be shared equally by the parties, and the average of the three appraisals of the Fair Market Value shall be binding on Landlord and the Town. The third appraisal shall be completed within ninety (90) days of the Preliminary Notice of Exercise. Once the Landlord and the Town agree on the Fair Market Value, the Town may elect to exercise its Purchase Option as set forth herein: (a) The Town shall exercise its Purchase Option by written notice (the "Final Notice of Exercise") delivered by certified mail, return receipt requested, thereof to Landlord, postmarked on or before the expiration of the Lease. When the Final Notice to Exercise is mailed as provided herein, the Purchase Option shall be deemed exercised and the Purchase Option shall become a contract for the sale of the property by Landlord to the Town at the Fair Market Value and upon the terms and conditions set forth herein; and (b) If the Town exercises its Purchase Option, Landlord and the Town shall agree on the time and place of closing, the time of such closing to be within one hundred twenty (120) days from the mailing of the Final Notice of Exercise (or such other date as the parties may agree upon), which purchase shall be contingent on: Town Meeting authorizing said purchase and appropriating funds therefor; approval at a town election of a debt exclusion or budget override pursuant to G.L. c. 59, § 21C, so-called proposition 2 ½, for this purpose; compliance with G.L. c. 30B, if applicable, and other special or general laws applicable to the purchase of property by the Town; receipt of any gifts or grants of funds to be applied to the purchase price; Landlord's compliance with G.L. c. c.7, §40J and waiver of relocation benefits, and other terms and conditions.

- ◆ If a substantial portion of the property is damaged by fire or other casualty, such that such casualty unduly impairs the Town's ability to use the property in a manner reasonably comparable to that conducted immediately before such casualty, the

Town may terminate the Lease by delivering written notice thereof to Landlord within sixty (60) days after such casualty, whereupon the Lease shall terminate without recourse to the parties. If the Town does not so terminate this Lease, then Landlord shall use good faith and diligent efforts to repair the damaged property to its condition prior to such casualty. Rent and other payments to be made to Landlord shall be abated for the period of time reasonably necessary for Landlord to make such repairs.

- ◆ If at any time during the term of the Lease all or substantially all of the property shall be taken by eminent domain (or if Landlord shall deliver to a governmental authority a deed in lieu of condemnation or eminent domain), or the use or possession thereof or access thereto, the Lease shall terminate and expire on the date that title to the property is vested in the condemning authority, and rent payable hereunder shall be apportioned and paid in full up to that date, and all prepaid rent shall promptly be repaid by Landlord to the Town. If any taking materially interferes with the Town's ability to access and/or use the property in a manner reasonably comparable to the Town's use of the same prior to the taking, the Town may terminate the Lease if the Town notifies Landlord of the same within sixty (60) days after such Taking. If The Town does not so terminate this Lease, then this Lease shall continue in full force and effect, except that rent shall be reduced proportionately based on the percentage of the property that the Town cannot reasonably use for the permitted use.
- ◆ The Town shall have no obligation to incur any costs, expenses or liabilities whatsoever as a result of Hazardous Materials, known or unknown, on, under, upon or emanating from the Property as of the date the Lease is signed by the parties. Landlord shall be solely responsible, at Landlord's sole expense, for any remediation work or any other type of work arising from such Hazardous Materials, and shall undertake and complete such remediation within a reasonable period of time in compliance with all Environmental Laws. The Town shall be responsible for any Hazardous Materials present on the property as a result of the actions or omissions of the Town or its employees, agents, contractors or invitees. Notwithstanding anything in the Lease to the contrary, the Town shall not be obligated to accept possession of the property until any Hazardous Materials found in or on the property exceeding legal limits have been removed, and Landlord has supplied the Town with a certificate from the appropriate governmental authority that such removal has been completed in compliance with all environmental laws, and Landlord has restored the property and delivers the property in the condition that it is to be delivered to the Town under the Lease. The Town may terminate the Lease, without recourse, if Landlord fails to fulfill the foregoing obligations within a reasonable period of time.
- ◆ Landlord shall defend, indemnify and hold harmless the Town from any and all liabilities, costs, fines, penalties, damages and expenses which the Town may incur (including reasonable attorneys' fees) as a result of Hazardous Materials that are present on the property on the date the Lease is signed by the parties or brought upon or released on the property at any time by Landlord or its agents, employees, representative, contractors or invites. The indemnifications of this section specifically include reasonable costs, expenses and fees incurred in connection with any investigation of property conditions or any clean-up, remedial, removal or

restoration work required by any governmental authority, and shall survive the expiration or earlier termination of the Lease. As used herein, the terms “Hazardous Waste” shall mean oil, hazardous materials, hazardous waste or toxins as defined in Chapter 21E of the General Laws of Massachusetts, and the regulations promulgated thereunder, as such laws and regulations may be amended from time to time.

414080/WBOY/0001

PROPOSAL TO SELL OR LEASE REAL PROPERTY TO THE TOWN OF WEST BOYLSTON

ATTACHMENT A

INFORMATION FORM Page 1 of 3

1. Property Location: _____
2. Total Acres: _____; Buildable acres: _____ Unbuildable acres: _____
3. a. Amount of Frontage _____ on _____ [name of town-accepted
(# of feet) roadway]
- b. OR 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 description: _____

4. Tax Map, Lot, and Block Number: Map _____ Lot _____ Block _____
Tax Map, Lot, and Block Number: Map _____ Lot _____ Block _____

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

5. A copy of the current deed(s) with the Registry of Deeds Book and Page reference is to be attached. Include Registry of Deeds reference or Probate Docket of at least two prior property transfers of the parcel(s).

6. Utilities already adjacent to the parcel or explanation included on how this will be accomplished: (state if included or not)

(Yes or No)

Town Water/Well	_____
Town Sewer/ Title V	_____
Electrical Power	_____
Telephone Lines	_____
Cable Access	_____

7. How is the property zoned?
8. Are there any structures on the property?
9. Is the property or any part thereof within the 100 year Flood Boundary? (If yes, provide map showing boundary).

PROPOSAL TO SELL LAND TO THE TOWN OF WEST BOYLSTON

INFORMATION FORM *Page 2 of 3*

If property is within such flood boundary, more information may be required prior to purchase.

10. Does the property meet all West Boylston's Bylaws and regulations?
11. Are there any right-of-way privileges or easements benefiting the property? If yes, please attach detailed explanation.
12. Are there any right-of-way privileges or easements, burdening the property? If yes, please attach detailed explanation.
13. Are there any deed restrictions? If yes, please attach detailed explanation.
14. Is the parcel buildable and ready for construction, if applicable?
15. Include a Site Plan or Survey Plan.
16. Attach a description of the current and past uses of the property, including any history of the release or disposal of any oil or other hazardous materials on the property.
17. Is the property bounded by survey monuments?
18. Has the property been surveyed? Date of survey: _____
19. Is a Plan(s) of the property attached?
20. Current Owner(s) name(s): _____
Mailing address: _____
Telephone number: _____
Fax number: _____
21. List any liens or mortgages of record, including Registry Book and Page references:

22. Current Tenants and Occupants (indicate relationship, if any, to Owner)

PROPOSAL TO SELL LAND TO THE TOWN OF WEST BOYLSTON

INFORMATION FORM *Page 3 of 3*

23. This proposal includes addenda(s) numbered _____

Signed: _____ Date: _____

Printed Name of Above: _____

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

PROPOSAL TO SELL LAND TO THE TOWN OF WEST BOYLSTON

ATTACHMENT B1

PRICE PROPOSAL FORM

To the Awarding Authority:

A. The Undersigned proposes to sell the property listed in this Response to the Town of West Boylston's Request for Proposal to the Town of West Boylston 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

_____ Dollars (\$_____).

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)

PROPOSAL TO LEASE LAND TO THE TOWN OF WEST BOYLSTON

ATTACHMENT B2

RENT PROPOSAL FORM

Property Address: _____

Owner of Record: _____

Approximate Area (sf): _____

Available Date _____

Rent:

Lease Year 1:	Lease Year 11:
Lease Year 2:	Lease Year 12:
Lease Year 3:	Lease Year 13:
Lease Year 4:	Lease Year 14:
Lease Year 5:	Lease Year 15:
Lease Year 6:	Lease Year 16:
Lease Year 7:	Lease Year 17:
Lease Year 8:	Lease Year 18:
Lease Year 9:	Lease Year 19:
Lease Year 10:	Lease Year 20:

Items included in rent:

Gas Service:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable
Oil Heat:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable
Electric:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Water:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Rubbish removal:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Insurance:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
CAM	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Internet access:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Taxes:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Property management:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

The undersigned hereby declares he/she has carefully examined the Request for Proposals, and is submitting this price quotation in accordance with all stated requirements.

Signature of person signing bid and/or proposal

Title

Date

**PROPOSAL TO SELL OR LEASE REAL PROPERTY TO THE TOWN OF WEST
BOYLSTON**

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

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 West Boylston, 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)

PROPOSAL TO SELL OR LEASE REAL PROPERTY TO THE TOWN OF WEST BOYLSTON

ATTACHMENT D

DISCLOSURE OF BENEFICIAL INTERESTS IN REAL PROPERTY TRANSACTION

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Planning and Operations, as required by M.G.L. c. 7, § 40J, prior to the conveyance of or execution of a lease for the real property described below. Attach additional sheets if necessary.

1. Public agency involved in this transaction: Town of West Boylston
(Name of jurisdiction)

2. Complete legal description of the property:

3. Type of transaction: Sale _____
Lease _____

4. Seller(s)/Lessor(s):

Purchaser(s)/Lessee: Town of West Boylston

5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. Note: *If a corporation has, or will have a direct, or indirect beneficial interest in the real property, the names of all stock holders must also be listed except that, if the stock of the corporation is for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need **not** be disclosed.*

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____

**PROPOSAL TO SELL OR LEASE REAL PROPERTY TO THE TOWN OF WEST
BOYLSTON**

5. (Continued)

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts or is an employee of the Division of Capital Asset Management and Maintenance, except as noted below:

Name	Title or position
_____	_____
_____	_____

6. This section must be signed by the individuals (s) or organization (s) entering into this real property transaction with the public agency named in item 1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to item 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Asset Management and Maintenance within 30 days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Signature: _____

Printed name: _____

Title: _____

Date: _____

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

**PROPOSAL TO SELL OR LEASE REAL PROPERTY TO THE TOWN OF WEST
BOYLSTON**

ATTACHMENT E

CERTIFICATE OF VOTE

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

VOTED, THAT

(Name) (Officer)

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
the date of this contract.

(Date) (Clerk)

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

EXHIBIT A

PURCHASE AND SALE AGREEMENT

SECTION 1 -- INFORMATION AND DEFINITIONS

1.1 DATE OF THIS AGREEMENT: _____, 2011

1.2 PREMISES:

Town: West Boylston, Massachusetts

Street Address:

Title Reference: Worcester South District Registry of Deeds, Book _____,
Page _____

Assessor's Map Reference: Assessors Map _____, Lot _____

1.3 SELLER:

Address:

Seller's Attorney:

Address:

Phone:

Fax:

1.4 BUYER: Town of West Boylston

Address: West Boylston Town Hall, 127 Hartwell Street, West
Boylston, MA 01583

Buyer's Attorney: Shirin Everett, Esq.

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

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

1.5 PURCHASE PRICE: Total Sum of _____ (\$_____),
paid at the time of delivery of the Deed (the "Closing") by certified or bank check or
municipal treasurer's check

1.6 CLOSING DATE: _____ at Noon. Time is of the
essence.

1.7 PLACE: Worcester South District Registry of Deeds

1.8 TITLE: Quitclaim Deed

1.9 BROKER: None

1.10 WARRANTIES

Except as set forth otherwise in this Agreement, the following representations and warranties are made by Seller as of the Date of this Agreement and also as of the time of the delivery of the deed (modify as appropriate):

None

UNLESS OTHERWISE NOTED IN AN APPENDIX, THE FOLLOWING PROVISIONS SHALL APPLY:

SECTION 2 -- GENERAL PROVISIONS

2.1 Covenant. Seller agrees to sell and Buyer agrees to buy the Premises upon the terms hereinafter set forth.

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

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

- (a) Provisions of existing building and zoning laws;
- (b) Existing rights and obligations in party walls which are not the subject of written agreement;
- (c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (d) Any liens for municipal betterments assessed after the date of this agreement; and
- (e) Easements, restrictions and reservations of record, if any, provided the same do not interfere with use of and access to the Premises for general municipal purposes, including, without limitation, for office space purposes.

2.4 Deed; Plans. SELLER shall be responsible for drafting the deed. If said deed refers to a plan necessary to be recorded therewith SELLER shall deliver such plan with the deed in a form adequate for recording or registration.

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

2.6 Possession and Control 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 excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in clause 2.3 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.

2.7 Extension to Perfect Title or Make Premises Conform. If SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, then SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said Premises conform to the provisions hereof, as the case may be, and thereupon the time for performance hereof shall be extended for a period of thirty calendar days.

2.8 Failure to Perfect Title or Make Premises Conform. If at the expiration of the extended time SELLER 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, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said Premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

2.9 Buyer's Election to Accept Title. BUYER shall have the election, at either the original or any extended time for performance, to accept such title as SELLER can deliver to the said Premises in their then condition and to pay therefore the purchase price, without deduction, in which case SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said Premises shall have been damaged by fire or casualty insured against, then SELLER shall, unless SELLER has previously restored the Premises to their former condition, either

- (b) pay over or assign to BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by SELLER for any partial restoration, or
- (c) if a holder of a mortgage on said Premises shall not permit the insurance proceeds or a part thereof to be used to restore the said Premises to their former condition or to be so paid over or assigned, give to BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amount reasonably expended by SELLER for any partial restoration.

2.10 Acceptance of Deed. The acceptance of a deed by BUYER, or its assignee or nominee as the case may be, 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.

2.11 Use of Money 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 conveyancing practices.

2.12 Adjustments. Taxes for the then current fiscal year shall be adjusted in accordance with G.L. c. 59, § 72A. Any taxes paid by SELLER prior to the closing shall not be refunded. If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year.

2.13 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. SELLER agrees to defend and indemnify the BUYER against and hold the BUYER harmless from any claim, loss, damage, costs or liabilities for any brokerage commission or fee which may be asserted against the BUYER by any broker in connection with this transaction. The provisions of this paragraph shall survive delivery of the deed.

2.14 Contingencies. BUYER'S performance hereunder is, at BUYER'S option, expressly subject to the following conditions:

- (a) BUYER obtaining a favorable vote of Town Meeting in the Town of West Boylston authorizing the BUYER to acquire the premises for the consideration stated herein and upon the terms set forth in this offer and authorizing the appropriation of sufficient funds for that purpose and approval at a town election of a debt exclusion pursuant to G.L. c. 59, § 21C, so-called proposition 2 ½, for this purpose;
- (b) BUYER shall have complied with the provisions of G.L. c.30B (the Uniform Procurement Act) for acquisition of real property;
- (c) SELLER shall have complied with the disclosure provisions of G.L. c.7, §40J, and SELLER and BUYER agree to diligently pursue full compliance with said statute. SELLER hereby agrees to execute a "Disclosure of Beneficial Interests in Real Property Transaction" certificate as required by G.L.c.7, §40J;
- (d) SELLER shall have obtained written waivers of any right to claim relocation benefits under the provisions of G.L. c.79A and 760 CMR 27.03 from all occupants of the Premises and SELLER shall represent and warrant in writing at closing that all such waivers have been provided as to all occupants. SELLER hereby agrees to waive any rights SELLER may have to relocation benefits under the provisions of M.G.L. c.

79A; furthermore, SELLER shall defend, indemnify and hold the BUYER harmless as to any claim for relocation benefits or payments brought against the BUYER by any former or present occupant (or future occupant between now and the Closing Date) of the Premises and pay any costs incurred by the BUYER resulting from any such claim.

- (e) BUYER shall have inspected the Premises and be satisfied with the condition thereof; and
- (f) Any other requirements of the Massachusetts General or Special Laws relative to the acquisition of property by BUYER.

Provided, however, that if any of the foregoing conditions are not satisfied by _____, 2011, BUYER shall have the option of extending the closing date until such conditions are satisfied, and further provided that the closing date shall not be extended beyond _____, 2011, provided that BUYER shall give SELLER three days written notice of its exercise of this option and shall give SELLER ten days written notice of the new closing date.

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

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

2.16 Affidavits, etc. SELLER agrees at the closing to execute a statement under oath to any title insurance company issuing a policy to BUYER and/or BUYER'S lender and/or BUYER individually to the effect that: (1) there are no tenants, lessees or parties in possession of the Premises, except as provided herein; (2) SELLER has no knowledge of any work having been done to the Premises which would entitle anyone now or hereafter to claim a mechanics' or materialmen's lien on the Premises, and SELLER agree to indemnify and hold harmless the title insurance company for any losses, costs, or damages sustained as a result of issuing a policy without exceptions covered by such representations; (3) that SELLER is not a foreign person

subject to the withholding provisions of the Internal Revenue Code of 1986, as amended (FIRPTA); and (4) such other forms as are reasonably necessary to satisfy BUYER or BUYER'S lender.

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

2.18 Hazardous Materials. SELLER shall provide BUYER with information of any past or current release or threat of release, or the presence of "hazardous materials" and "oil" on the Premises, as such terms are defined in G.L. c. 21E, and copies of all environmental tests, studies, and assessments relating to the Premises and copies of all notices of noncompliance or responsibility received from the Department of Environmental Protection or any other federal, state, or local governmental body. The provisions of this paragraph shall survive the delivery of the deed.

2.19 Representations and Warranties. SELLER represents and warrants to BUYER that, to the best of SELLER'S knowledge, information and belief, (i) there has been no release of any hazardous materials or oil on, from or near the Premises (as used in this agreement, the terms "release," "hazardous materials" and "oil" shall have the meaning given to them in M.G.L.c.21E), (ii) there are no underground storage tanks or other subsurface facilities holding petroleum or oil products currently in use or previously abandoned on the Premises and (iii) chlordane has not been used as a pesticide on the Premises.

2.20 Inspection Rights. BUYER or BUYER'S agent(s) shall have the right, at any time, to enter the premises at BUYER'S own risk for the purposes of conducting surveys, inspections and tests, and environmental site assessments, including testing building, mechanical, and plumbing systems of the building on the premises. BUYER, to the extent permitted by law, shall hold SELLER harmless against any claim by BUYER of any harm to BUYER 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'S performance hereunder is expressly conditional, at BUYER'S option, upon BUYER being satisfied with the condition of the premises and the building thereon and on not having found on the premises any hazardous waste or hazardous material. In the event hazardous waste or hazardous material is found, or BUYER is not satisfied with the condition of the premises or the building, BUYER shall have the right, to be exercised in its sole and absolute discretion, to (a) terminate this agreement, whereupon all the rights and obligations of the parties shall cease, or (b) provide SELLER with the option, to be exercised in SELLER'S sole discretion, to repair the condition of the premises/building and/or remediate such hazardous condition, with SELLER paying all of the costs of repair/remediation. If BUYER requests SELLER to repair the premises/building and/or remediate the hazardous condition, and SELLER elects to undertake the same, BUYER shall perform under the terms of this agreement, provided, however, that SELLER repairs the premises/building to BUYER's reasonable satisfaction and/or remediates the hazardous condition within a reasonable time and in full compliance with all applicable laws, rules, and regulations; otherwise this agreement shall be null and void and of no

further effect between the parties. Nothing herein shall affect BUYER'S rights under this agreement to walk through and inspect the premises at any time prior to the delivery of the deed.

2.21 Notices. Any notice required or permitted to be given under this agreement shall be in writing and signed by the party or the party's attorney or agent and shall be deemed to have been given (a) when delivered by hand, or (b) when mailed by Federal Express or other similar courier service, or (c) by facsimile:

In the case of BUYER: West Boylston Town Hall
 127 Hartwell Street
 West Boylston, MA 01583
 Attention: Town Administrator
 Phone: (508) 835-3490
 Fax: (508) 835-4102

with a copy to: Shirin Everett, Esq.
 Kopelman and Paige, P.C.
 101 Arch Street
 Boston, MA 02110
 Phone: (617) 556-0007
 Fax: (617) 654-1735

In the case of SELLER:

with a copy to:

2.22 Closing. The deed and other documents required by this agreement are to be delivered and the Purchase Price paid at the Date and Time of Closing and at the Place of Closing. All documents and funds are to be delivered in escrow subject to prompt rundown of title and recording, which term shall include registration in the case of registered land. SELLER'S proceeds may be in the form of a Town Treasurer's check, and the check shall be held in escrow by SELLER'S attorney who shall release the check to SELLER only following the recording of the deed.

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

2.24 Casualty. Notwithstanding anything herein to the contrary, in the event of damage to or destruction of the Premises by fire, vandalism or other casualty, or in the event of a taking of all or part of the Premises by eminent domain by any entity, then at BUYER'S sole option, this agreement may be terminated.

2.25 Release by Husband or Wife. SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said Premises.

2.26 Liability of Trustee, Shareholder, Fiduciary, etc. 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.

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

2.28 Smoke Detectors. SELLER shall, at the time of the delivery of the deed, deliver a certificate from the fire department of the city or town in which said Premises are located stating that said Premises are equipped with approved smoke detectors in conformity with applicable law.

2.29 Septic System. If the Premises are served by a subsurface sewage disposal system, SELLER shall deliver a Title V Certificate to BUYER at the closing, indicating that the on-site septic system serving the premises complies with the provisions of Title 5.

2.30 Captions. The captions and headings throughout this agreement are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of, or the scope or intent of this agreement, nor in any way affect this agreement, and shall have no legal effect.

In Witness whereof, the parties hereto sign this agreement under seal as of this _____ day of _____, 2009.

Seller:

Buyer: Town of West Boylston,
By its Board of Selectmen

EXHIBIT B

LEASE AGREEMENT

This Lease Agreement (this "Lease") is entered into on this ____ day of _____, 2011, by and between _____, a _____, having its principal office at _____ ("Landlord"), and the **Town of West Boylston**, a Massachusetts municipality, acting by and through its Board of Selectmen (the "Town").

1. Lease of the Premises; Term.

1.1. Lease of Premises. Landlord hereby leases to the Town, and the Town hereby leases from Landlord, the parcel of land located at _____, which parcel is described more particularly in a deed recorded with the Worcester South District Registry of Deeds in Book _____, Page _____ (the "Land"). Landlord also leases to the Town any and all rights, appurtenances, privileges and easements benefiting, belonging or pertaining to the Land and the building (the "Building") and any and all existing improvements located on said Land (the "Appurtenances"). The Land and the Appurtenances are referred to, collectively, as the "Premises."

1.2. Condition of Premises. The Premises are to be delivered to the Town in broom-clean condition, free and clear of any other occupant, with all Building, heating ventilating and airconditioning ("HVAC"), mechanical, electrical, and life safety systems serving the Premises in good and safe and operable condition. Subject to Landlord's completion of the foregoing requirements, the Town hereby accepts the Premises in their "as-is" condition.

1.3. Permitted Uses. The Town shall use and occupy the Premises for general municipal purposes, including without limitation, for town hall purposes, which includes public access to the Premises, as well as meetings that are open to the general public (the "Permitted Uses"). The Town shall have the right to use the Premises on all days and at all times.

1.4. Term. The term of this Lease shall commence on _____, 2011 (herein the "Commencement Date"), and expire on _____, 2016 (the "Initial Term"), unless terminated sooner pursuant to the provisions hereof. The Town shall have right to extend the term of this Lease for three (3) additional periods of five (5) years each (each, an "Extension Term"), for a total term of twenty (20) years, by giving Landlord written notice thereof sixty (60) days prior to the expiration of the Initial Term or the then-current term, as applicable, with such options to be exercised at the Town's sole and absolute discretion. The Initial Term and, if exercised, all Extension Terms, are referred to herein as the "Term." For purposes hereof, the term "Lease Year" means a period of one (1) year commencing on the Commencement Date or the annual anniversary date thereof.

2. Title to the Premises. The Premises shall be let by Landlord unto the Town free and clear of any and all liens, leases, mortgages, pledges, security interests, conditional sale agreements,

charges, claims, options, and other encumbrances of any kind or nature whatsoever (collectively, the “Encumbrances”), except the following (collectively, the “Permitted Encumbrances”):

- (a) *Zoning Laws*: The provisions of all applicable zoning laws; and
- (b) *Taxes*: The liens of current real estate and personal property taxes not delinquent.

3. Rent.

3.1 Triple Net Lease. Except as stated otherwise in Section 4.2 and in other provisions of this Lease, the Town acknowledges and agrees that this is a triple net lease, and that the Town shall be responsible for all costs, expenses and obligations of any kind relating to the Premises, which may arise or become due during the Term hereof. All payments of Base Rent (defined in Section 3.2) shall be net to Landlord so that this Lease shall yield to Landlord the Base Rent herein specified in each year during the Term of this Lease free of any taxes, assessments, charges, impositions or deductions of any kind charged, assessed or imposed on or against the Premises. Except as stated otherwise, Landlord shall not be expected or required to pay any such charge, assessment or imposition, or furnish any services to the Premises or be under any obligation or liability hereunder.

3.2 Base Rent. From the Commencement Date, the Town shall pay Landlord base rent (the “Base Rent”) in the amounts set forth in Exhibit A. Base Rent shall be paid in twelve (12) equal monthly installments, in advance, due no later than the fifth (5th) day of each month. Rent shall be prorated for any partial month of occupancy during the Term herein provided.

3.3 Additional Rent. In addition, the Town shall, from the Commencement Date, bear, pay, and discharge any and all general and special assessments, duties, fees or charges, betterments, usage charges, and all other Impositions (defined in Section 3.4) during the Term hereof, in relation to the Premises and/ or the Town’s use thereof (the “Additional Rent”). The Base Rent and the Additional Rent are referred to, together, as the “Rent.” Rent shall be paid without counterclaim, notice, demand, abatement or offset at Landlord’s address set forth above; provided, however, that such Impositions and Utility Charges which are part of the Rent pursuant to Sections 3.4 and 3.5 below, respectively, that are charged directly to the Town may be paid by the Town directly to the authority, agency, party or entity charging such Impositions or Utility Charges, so long as the Town makes such payment on or before the date such payment is due.

3.4 Impositions. The Town shall pay as Additional Rent any and all taxes, rates, charges, assessments, license fees, municipal liens, levies, excises, water and sewer charges, fees or other charges that are charged, levied, assessed, or imposed, whether by federal, state, local, or any other public authority, during the Term hereof, in relation to the Premises and/or the Town’s use thereof, whether such charges are made directly to the Town or through or in the name of Landlord, subject to the Town’s right to pay Impositions and Utility Charges directly to the charging authority, as provided in Section 3.3 herein. All such charges shall be referred to herein as “Impositions.”

3.5 Utilities. Beginning as of the Commencement Date, the Town shall pay, as Additional Rent, all use and consumption charges and service fees and the like for all separately

metered public utilities used upon or furnished to the Premises during the Term hereof, including without limitation, charges for water and sewer, heat, electricity and telephone services (“Utility Charges”). Landlord shall grant any easements, approvals and licenses to utility companies and others as necessary or convenient for the use of the Premises.

4. Use, Maintenance, Repair and Replacement.

4.1 The Town’s Maintenance and Operation Obligations. The Town shall at all times during the Term hereof, at its own cost and expense, clean and maintain the Premises and keep the Premises in the same condition that the Premises are in as of the Commencement Date (but excluding damage due to ordinary wear and tear, fire or other casualty, and damage to the extent that it is caused by the negligence or willful misconduct of Landlord or its agents, employees, representatives, contractors or invitees). The Town shall further be responsible for the following: (i) trash removal for ordinary waste; (ii) snow and ice removal; (iii) replacement of light bulbs, (iv) lighting as necessary to permit use of the Premises, walkways, and parking areas at all times during the Town’s regular business hours, and (v) minor repairs (i.e., repairs costing less than \$_____) to the HVAC, electrical, plumbing, life safety and mechanical systems serving the Premises.

4.2 Landlord’s Maintenance Obligations. Notwithstanding the provisions of Section 3 and 4.1, Landlord shall be responsible for keeping in good condition and maintaining, repairing and replacing, as necessary, (a) the structural elements of the Building, which shall include the foundation, roof, floor, exterior and structural walls, and (b) the HVAC, electrical, plumbing, life safety and mechanical systems serving the Premises, including the Building, and the windows (including glass). This responsibility does not include fixtures within the Premises, which are the Town’s responsibility. Landlord shall be responsible for resurfacing any parking areas that are in need of resurfacing or repairs. If repairs are required to be made by Landlord pursuant to the terms hereof, the Town may demand that Landlord make the same forthwith, and, if Landlord refuses or neglects to commence and diligently pursue the completion of such repairs within thirty (30) days after such demand, or forthwith in the case of emergency repairs, the Town may (but shall not be required to) make or cause such repairs to be made and shall not be responsible to Landlord for any loss or damage that may accrue to Landlord’s property by reason thereof. If the Town makes or causes such repairs to be made, Landlord agrees that Landlord will forthwith, on demand, pay to the Town the cost thereof and, if Landlord shall default in such payment, the Town shall have the right to credit such amounts from the Rent due and/or exercise the remedies provided herein for default of the Lease.

4.3 Compliance with Law. The Town shall at all times during the Term hereof, at its own cost and expense, substantially perform and comply with all laws, rules, orders, ordinances, regulations and requirements, now or hereafter enacted or promulgated, of every government or municipality having jurisdiction over the Premises relating to the use of the Premises. Notwithstanding the foregoing, Landlord, and not the Town, shall be responsible for compliance with those building code regulations, and other such laws and regulations concerning the Building and/or the Premises, including, without limitation, the applicable portions of the Americans With Disabilities Act (separately and collectively, “Building Codes”), at its sole cost and expense. However, the Town, and not Landlord, shall be responsible for compliance with

those Building Codes that do not relate to the Building or Premises generally, but rather, relate to, or of consequence only because of, the Town's particular use of the Premises.

4.4 Town's Right to Challenge. The Town shall have the right to contest by appropriate legal proceedings, without cost or expense to Landlord, the validity of any law, rule, order, ordinance, regulation or requirement of the nature referred to above. The Town may postpone compliance with such law, rule, order, ordinance, regulation or requirement until the final determination of such proceedings so long as such postponement of compliance will not subject Landlord to any criminal prosecution. Landlord agrees to cooperate with the Town if the Town decides to contest, by appropriate legal proceedings, the validity of any law, rule, order, ordinance, regulation or requirement of the nature referred to above, which shall include executing any documents or pleadings reasonably required in connection with said proceedings.

5. Alterations, Improvements.

5.1 Town's Improvement Rights. The Town shall have the right to make any non-structural improvements to the Premises and to install its furniture, fixtures and equipment thereon at any time and from time to time during the term of the Lease. The Town shall not make any structural alterations without, in each instance, obtaining Landlord's written consent, which shall not be unreasonably delayed, conditioned or withheld. The Town may affix such signs to any exterior portion of the Building or elsewhere on the Premises as the Town reasonably determines.

5.2 Mechanics' Liens. The Town shall defend, indemnify, and save Landlord harmless from and against any and all mechanics' and other liens and encumbrances filed by any person claiming through or under the Town, including security interests in any materials, fixtures, equipment, or any other improvements or appurtenances installed in and constituting part of the Premises, and against all costs, expenses and liabilities (including reasonable attorneys' fees) incurred in connection with any such lien or encumbrance or any action or proceeding brought thereon. The Town at its expense shall procure the discharge of record of all such liens and encumbrances within sixty (60) days of the filing thereof.

5.3 Town's Property, Leasehold Improvements.

(a) If the Town makes alterations, modifications or improvements to the Building, said alterations, modifications or improvements, if affixed or incorporated into the Building in such manner that their removal will cause material damage to the Building or the Premises, shall become a part of the Premises (collectively, the "Leasehold Improvements").

(b) All movable partitions, other business and trade fixtures, furnishings, furniture, machinery and equipment, communications equipment, and other personal property located in the Premises and acquired by or for the account of the Town without expense to Landlord and which can be removed without causing material damage the Building, Building systems or any other portion of the Property (collectively, the "Town's Property") shall be and remain the property of the Town and may be removed by it at any time during the Term, provided that the Town shall repair any

damage to the Premises or the Building or any other portions thereof resulting from such removal.

5.4 Telecommunications Equipment. The Town shall have the exclusive right to install any and all telecommunications equipment, including, without limitation, a telecommunications tower, satellite dish, antennas, and any related equipment and facilities anywhere on the Premises, including, without limitation, on the roof of the Building. Landlord shall have no right to install such equipment.

6. **Indemnification; Insurance.**

6.1 The Town's Indemnification Obligations. The Town agrees, to the extent permitted by law and only to the extent of its insurance coverage, to defend, indemnify and hold forever harmless Landlord, its employees, officers, directors, managers and agents and their successors and assigns from and against any and all loss, cost, claims, liabilities, damage and expense (including reasonable attorney's fees) (collectively, the "Losses") on account of damage to Premises, accident or injury (and/or death) to persons or the property of any persons to the extent caused in whole or in part by any act, omission or negligence of the Town or its agents, employees, contractors, and representatives related to the use, misuse or occupancy of the Premises and areas appurtenant thereto or in connection with any work or act done or omitted on the Premises or by reason of any omission to fully perform and observe the terms of this Lease or applicable law except to the extent that the Losses are caused by the negligence or misconduct of Landlord or its agents, employees, contractors, representatives, or invitees. In no event shall the Town incur any liability under this Lease with respect to indirect, consequential, exemplary or punitive damages for any act or omission of the Town or its agents, employees, representatives, contractors or invitees.

6.2 Landlord's Indemnification Obligations. Landlord agrees to defend, indemnify and hold forever harmless the Town, its employees, officers, directors, managers and agents and its successors and assigns from and against any and all Losses on account of damage to Premises, accident or injury (and/or death) to persons or the property of any persons caused in whole or in part by any act, omission or negligence of Landlord or its agents, employees, contractors, representatives or invitees related to the use, misuse or condition of the Premises, including the Building, or in connection with any work or act done or omitted on the Building or the Premises or by reason of any omission to fully perform and observe the terms of this Lease or applicable law except to the extent that the Losses are caused by the negligence or willful misconduct of the Town or its agents, employees, contractors, representatives, or invitees.

6.3 Town Insurance. At all times during the Term hereof, the Town shall, at its own cost and expense, obtain and keep in force the following insurance:

- (a) Property Insurance. "All-risk" property insurance coverage insurance on the Building naming the Town as the insured, and otherwise in the customary form for property insurance coverage of buildings of similar character in the Primary Metropolitan Statistical Area that includes the Town of West Boylston, naming Landlord as an additional insured. The amount of such insurance will be set forth on an "agreed

amount endorsement” to the policy of such insurance and will not be less than 100% of the full replacement value of the Building, as determined from time to time.

- (b) Liability Insurance. Commercial general liability insurance, written on an occurrence basis, with a combined single limit of not less than One Million Dollars (\$1,000,000.00) for injury to or death of any one person, for injury to or death of any number of persons in one occurrence, and for damage to property, insuring against any and all liability of Landlord and the Town, including, without limitation, coverage for contractual liability and broad form property damage, with respect to the Premises or arising out of the maintenance, use, or occupancy of the Premises; and (ii) excess liability (so-called umbrella) coverage having a limit of Two Million Dollars (\$2,000,000.00) written on an occurrence basis.
- (c) Insurance Carried by Contractors. During the construction of any major improvements, the Town shall require the construction manager and/or general contractor to maintain (i) for the benefit of the Town and Landlord, as additional insured, commercial general liability insurance, including products and completed operations coverage, against any claims for personal injury, death and property damage occurring upon, in or about the Premises and on, in and about the adjoining sidewalks and passageways during the construction of the Initial Improvements for at least \$2,000,000 combined single limit; (ii) worker's compensation in amounts required by statute; (iii) employer's liability insurance with limits of not less than Five Hundred Thousand (\$500,000); and (iv) automobile liability insurance, including the ownership, maintenance and operation of any automotive equipment, owned, hired or non-owned, in an amount not less than One Million Dollars (\$1,000,000) combined single limit.
- (d) Increase in Coverage. On the fifth (5th) anniversary of the Commencement Date, and every five (5) years thereafter, the limits of any of the above-mentioned insurance coverages may be increased at the written request of Landlord to amounts reasonably requested by Landlord and reasonably acceptable to the Town, but not to exceed the amounts of coverage generally maintained at the time in question for similar developments or properties in Massachusetts.
- (e) Blanket Insurance. Any insurance required to be provided by the Town hereunder may be provided by blanket insurance covering both the Premises and other properties of the Town if (i) such blanket insurance complies with all of the other requirements of this Lease, and (ii) the amounts payable to Landlord and those claiming by, under and through Landlord under such blanket insurance shall at all times be no less than the face of such blanket insurance. Such policy shall include Landlord as an additional insured.
- (f) Insurance Carriers, Certificates. All insurance provided for in this Section 6.3 shall be effected under valid and enforceable policies, issued by insurers of recognized responsibility licensed and doing business in Massachusetts and with whom the Town maintains insurance for other municipal buildings. The Town shall submit duplicate

originals of all the policies required to be carried hereunder on the Commencement Date and on each anniversary thereof, or at Landlord's reasonable request. All proceeds payable at any time and from time to time by any insurance company under such policies shall be payable to the Town, to be held in escrow for the purpose of repairing or restoring the Premises, as set forth more particularly in Section 7.

7. **Fire and other Casualty.**

7.1 **Repair Estimate.** If the Building or the Premises shall be damaged or destroyed by fire or other casualty (a "Casualty"), then Landlord shall, within thirty (30) days from the date of such Casualty, deliver to the Town a good faith written and certified estimate (the "Damage Notice") of the time needed to repair the damage caused by such Casualty (the "Casualty Damage").

7.2 **The Town's Rights.** If (i) a substantial portion of the Premises or the Building is damaged by Casualty such that it unduly interferes with the Town's ability to conduct its business in the Premises in a manner reasonably comparable to that conducted immediately before such Casualty (such damage is referred to hereinafter as "Substantial Damage"), or (ii) Landlord does not deliver the Damage Notice within the time specified above (provided, however, that Landlord shall have an extra five (5) days cure period after receipt of notice from the Town of the failure of the Damage Notice to be delivered), then the Town may terminate this Lease by delivering written notice to Landlord of its election to terminate within sixty (60) days after the Damage Notice (i) has been delivered to the Town, or (ii) should have been delivered to the Town after application of the above-described cure period. If the Town does not terminate this Lease, then Landlord shall repair the Building or the Premises, as the case may be, as provided below.

7.3 **Repair Obligations.** If the Town does not elect to terminate this Lease following a Casualty, or in the case there is no Substantial Damage to the Premises or the Building but only partial damage, then Landlord shall proceed with reasonable diligence to carry out any necessary demolition and to restore, repair, replace and rebuild the Building and other improvements to substantially the same condition as they existed immediately before such Casualty. Provided that said Casualty damaged the Building or any parking or access rights appurtenant thereto, such rebuilding or restoration shall be in accordance with plans and specifications submitted by Landlord to the Town and subject to the Town's approval and shall further be carried out by duly licensed contractors. If Landlord fails to complete the repair of the Casualty Damage within a reasonable period of time, then the Town shall have the right to terminate this Lease upon written notice to Landlord, such right expiring upon the complete repair of the Casualty damage as set forth herein. Rent and other payments to be made to Landlord shall be equitably abated for the period of time reasonably necessary for Landlord to make such repairs.

8. **Condemnation.**

8.1 **Entire Condemnation.** If at any time during the Term hereof all of the Building or the Premises shall be taken in the exercise of the power of eminent domain by any sovereign, municipality or other public or private authority, or if Landlord shall deliver a deed to the

Premises in lieu of a taking (a “Taking”), then this Lease shall terminate on the date of said Taking by such authority.

8.2 Partial Condemnation – The Town’s Rights. If a substantial portion of the Building or the Premises or any parking or access rights appurtenant thereto is subject to a Taking and such Taking materially impairs the Town’s ability to conduct its business in the Premises in a manner reasonably comparable to that conducted immediately before such Taking, then the Town may terminate this Lease as of the date of such Taking by giving written notice to Landlord within sixty (60) days after the Taking.

8.3 Partial Taking – Obligation to Repair. If the Town does not terminate this Lease pursuant to Section 8.2, then this Lease will continue, and Landlord shall use reasonable efforts to make any reasonable modifications to the the Building or the Premises that would minimize any material interference to the Permitted Use that the Taking may have caused; provided, however, that Landlord shall not be obligated to perform such work if a mortgagee holding a mortgage on the Premises takes a substantial portion of the condemnation award, or if the “damages” portion of the condemnation award is not sufficient to cover the cost of such work.

8.4 Award. Nothing herein shall prevent Landlord or the Town from asserting their respective claims to damages and other awards as their interests appeared immediately prior to such damage, taking, or diminution. The Town shall be entitled to any relocation benefits awarded by the taking authority.

9. Assignment and Subletting. The Town shall have the right to assign the Lease provided that the Town obtains Landlord’s prior written consent, which consent Landlord agrees not to unreasonably withhold, delay or condition. The Town shall have the right to sublet all or a portion of the Property without Landlord’s consent. In the case of an assignment or subletting, the Permitted Uses shall include any and all lawful uses.

10. Fee Mortgages and Other Encumbrances. The Lease and the Town's interest in the Premises may be subordinate to any mortgage now or later encumbering Landlord’s fee interest in the property or any portion thereof (a “Fee Mortgage”), and to the interests of the mortgagee or beneficiary thereunder (the “Fee Mortgage”), provided that the foregoing subordination shall not be operative unless and until Landlord procures and delivers to the Town a recordable subordination, nondisturbance and attornment agreement from each Fee Mortgagee (an “SNDA”) in form satisfactory to the Town. Landlord shall deliver to the Town such an SNDA from any existing Fee Mortgagee no later than the date the Lease is signed by the parties. Such SNDA shall provide, without limitation, that in the event the Fee Mortgage is foreclosed or the Fee Mortgagee (or a designee or assignee thereof) otherwise succeeds to the interests of Landlord in the property, the Fee Mortgagee (or such designee or assignee as the case may be) shall not disturb the Town’s continued quiet possession and enjoyment of the property under the terms of the Lease and that the Fee Mortgagee (or such designee or assignee as the case may be) shall recognize the Town as its own tenant on all the terms and provisions of the Lease (including, without limitation, the Town’s option to purchase the Premises) for the remaining term of the Lease together with all extension terms hereunder that the Town may exercise.

11. **Default; Termination Rights.**

11.1 The Town's Default. It shall be an event of default ("Tenant Event of Default") if:

- (a) If the Town shall fail to pay, as and when due, any payment of Rent and such failure shall continue for a period of thirty (30) days after written notice from Landlord to the Town specifying such failure; or
- (b) If the Town shall fail to perform or comply with any of the other terms, covenants or conditions in this Lease and such failure shall continue for a period of sixty (60) days after written notice from Landlord to the Town specifying the items in default, or in the case of a default or a contingency which cannot with due diligence be cured within such sixty (60) day period, within such additional time reasonably necessary provided the Town commences to cure the same within such sixty (60) day period and thereafter prosecutes the curing of such default with reasonable diligence.

11.2 Landlord's Remedies. Upon a Tenant Event of Default, Landlord at any time thereafter may give written notice to the Town specifying such Tenant Event or Events of Default and stating that this Lease and the Term hereby demised shall expire and terminate on the date specified in such notice, which shall be no fewer than sixty (60) days from the date of such notice. The Town shall surrender the Premises in accordance with the provisions of Section 14.4.

11.3 Landlord's Default. The Town not have the right to terminate this Lease unless Landlord shall have failed to perform or observe any agreement or condition in this Lease contained on its part to be performed, or observed, and such default is not cured within sixty (60) days from the date on which the Town sends Landlord written notice specifying the default (or, if the default is of such a nature that it cannot reasonably be cured within said sixty (60) day period, or if Landlord, having commenced the cure within said sixty (60) day period thereafter fails to diligently prosecute the same to completion within a reasonable period of time, not to exceed ninety (90) days (the "Landlord Default Event"). Upon the occurrence of a Landlord Default Event, the Town may, at its option and in addition to and without limitation of all its other rights and remedies at law and equity, (a) cure such default, and Landlord shall pay the Town all reasonable costs incurred by the Town to effectuate such cure (which, if not paid by Landlord within thirty (30) days from the demand thereof, shall be offset against any Rent due to Landlord) and/or (b) terminate this Lease by giving Landlord written notice thereof. Upon the giving of such notice, this Lease and the estate hereby granted shall expire and terminate on such date as fully and completely and with the same effect as if such date were the date herein fixed with the expiration of the Term of this Lease, and Rent shall be apportioned as of such date and Landlord shall promptly refund to the Town any Rent theretofore paid which is allocable to the period subsequent to such date, except that provisions stated herein to survive the expiration or earlier termination of this Lease shall so survive.

12. Hazardous Materials.

12.1 Definition. “Hazardous Materials” means, collectively, any oil, animal wastes, medical waste, blood, biohazardous materials, hazardous waste, hazardous materials, hazardous substances, pollutants or contaminants, petroleum or petroleum products, radioactive materials, asbestos in any form or condition, or any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials or substances within the meaning of any applicable federal, state or local law, regulation, ordinance or requirement relating to or imposing liability or standards of conduct concerning any such substances or materials on account of their biological, chemical, radioactive, hazardous or toxic nature, all as now in effect or hereafter from time to time enacted or amended. For purposes of this Lease, “Environmental Laws” means all laws, rules, orders and regulations of federal, state, county, and municipal authorities, concerning any Hazardous Materials whatsoever.

12.2 The Town’s Obligations. The Town shall, to the extent permitted by law, hold harmless Landlord from and against any and all claims, damages, losses, penalties, costs, expenses and fees (including without limitation reasonable legal fees, clean-up costs, waste disposal costs and those costs, expenses, penalties and fines within the meaning of the Environmental Laws) (collectively, “Claims”) that may be imposed upon, incurred by, or asserted against Landlord as a result of any release or threatened release of Hazardous Materials or any failure to comply with the Environmental Laws to the extent the same is caused by the Town or its agents, employees, contractors, representatives, or invitees (together with the Town, the “Town Parties”) during the Term of this Lease. If Landlord shall have to sue the Town to enforce this indemnity and if Landlord prevails in such suit, then the Town shall reimburse Landlord for its reasonable attorneys’ fees in bringing such action. Notwithstanding the foregoing, the Town shall have no obligation to save harmless Landlord for, from and against any and all Claims arising or related to (i) Hazardous Materials that are present on the Premises prior to the Commencement Date, and (ii) Hazardous Materials present on the Premises after the Commencement Date if caused by Landlord or its agents, employees, representatives, contractors or invitees (together with Landlord, the “Landlord Parties”). The Hazardous Materials referred to in the foregoing clauses (i) and (ii) are hereby called the “Landlord Hazardous Materials.” The Town shall have no obligation to make any repairs, alterations or improvements to the Premises or incur any costs, expenses or liabilities whatsoever as a result of any Landlord Hazardous Materials. Landlord shall be solely responsible, at Landlord’s sole expense, for any Claims arising out of the Landlord Hazardous Materials including any remediation work or any other type of work arising from such Landlord Hazardous Materials.

12.3 Termination Rights. The parties acknowledge that the use of the Premises for the Permitted Uses is contingent on the Premises being free of Hazardous Materials. If the Town at any time during the Term finds Hazardous Materials on the Premises in amounts reportable to the Department of Environmental Protection, the Town may elect to terminate this Lease by giving written notice thereof to Landlord at least sixty (60) days prior to said termination, and this Lease shall thereafter be null and void, without recourse to the parties, except for such provisions that are stated to survive the termination. Notwithstanding the foregoing, if Landlord remediates such contamination in full compliance with the Environmental Laws within said sixty (60)-day period

(or such longer time as the Town may agree to, in its sole discretion), the termination notice shall be null and void, and this Lease shall continue in full force and effect.

12.4 Landlord's Obligations. Landlord shall defend, indemnify, and hold harmless the Town from and against any and all Claims which may at any time be imposed upon, incurred by or asserted or awarded against the Town as a result of any Landlord Hazardous Materials. If the Town shall have to sue Landlord to enforce this indemnity and if the Town prevails in such suit, then Landlord shall reimburse the Town for its reasonable attorneys' fees in bringing such action. Notwithstanding the foregoing, Landlord shall have no obligation to save defend, indemnify, or save harmless the Town to the extent such Claims are related to any release or threatened release of Hazardous Materials or any failure to comply with the Environmental Laws by the Town Parties.

12.5 Extent of Obligations. The indemnifications of this Section specifically include reasonable costs, expenses and fees incurred in connection with any investigation of property conditions or any clean-up, remedial, removal or restoration work required by any governmental authority.

12.6 Notice of Release or Threatened Release. Upon obtaining knowledge of any release or threatened release of Hazardous Materials on or from the Premises, each party shall immediately notify the other of the same.

12.7 Survival. The provisions of this Section 12 will survive the expiration or termination of this Lease.

13. Option to Purchase.

13.1 Option. Landlord hereby grants the Town the exclusive and irrevocable right, privilege, and option to purchase the Premises at any time during the Term of this Lease (which shall include any and all Extension Terms, if exercised) on the terms set forth below (the "Purchase Option"). The price to be paid shall be the fair market value of the Premises as of the date of the Preliminary Notice of Exercise (defined below) (the "Fair Market Value"). The Town shall deliver to Landlord a preliminary written notice of its intention to exercise its Purchase Option (the "Preliminary Notice of Exercise"), together with a copy of an appraisal prepared by an appraiser licensed in Massachusetts, setting forth the Fair Market Value of the property. If Landlord refuses to accept such amount as the Fair Market Value, then Landlord shall, within thirty (30) days of the date of the Preliminary Notice of Exercise, obtain a second appraisal of the Fair Market Value, at its own expense. In the event that Landlord and the Town cannot then agree on the Fair Market Value within forty-five (45) days of the Preliminary Notice of Exercise, then Landlord's and the Town's appraisers shall jointly select a third appraiser, the cost of which shall be shared equally by the parties, and the average of the three appraisals of the Fair Market Value shall be binding on Landlord and the Town. The third appraisal shall be completed within ninety (90) days of the Preliminary Notice of Exercise. Once the Landlord and the Town agree on the Fair Market Value, the Town may elect to exercise its Purchase Option as set forth herein: (a) The Town shall exercise its Purchase Option by written notice (the "Final Notice of Exercise") delivered by

certified mail, return receipt requested, thereof to Landlord, postmarked on or before the expiration of the Lease. When the Final Notice to Exercise is mailed as provided herein, the Purchase Option shall be deemed exercised and the Purchase Option shall become a contract for the sale of the property by Landlord to the Town at the Fair Market Value and upon the terms and conditions set forth herein; and (b) If the Town exercises its Purchase Option, Landlord and the Town shall agree on the time and place of closing, the time of such closing to be within one hundred twenty (120) days from the mailing of the Final Notice of Exercise (or such other date as the parties may agree upon), which purchase shall be contingent on: Town Meeting authorizing said purchase and appropriating funds therefor; approval at a town election of a debt exclusion or budget override pursuant to G.L. c. 59, § 21C, so-called proposition 2 ½, for this purpose; compliance with G.L. c. 30B, if applicable, and other special or general laws applicable to the purchase of property by the Town; receipt of any gifts or grants of funds to be applied to the purchase price; Landlord's compliance with G.L. c. c.7, §40J and waiver of relocation benefits; and subject to the terms set forth in Section 13.2 below.

13.2 Terms of Purchase. If the Town exercises its Purchase Option, Landlord shall convey the Premises to the Town by Quitclaim Deed containing the usual covenants, conveying a good and clear record and marketable fee simple title thereto, together with all improvements and appurtenances thereunto belonging, free and clear of all liens, easements, leases and encumbrances of any kind, together with rights, title and interest in and to any streets, ways or alleys adjoining or abutting thereon, subject to easements, restrictions and reservations of record as of the Commencement Date, if any, provided the same do not interfere with use of and access to the Premises for the Permitted Uses, or consented to by the Town. If Landlord is unable to give title or make conveyance as herein stipulated, Landlord shall use reasonable efforts to remove any defect in title or to deliver possession as provided herein, in which event Landlord shall give written notice thereof to the Town at or before the time of performance, and thereupon the time for performance hereunder shall be extended for a period of thirty (30) days. If at the end of said thirty (30) days Landlord shall have failed to remove any defects in title or to deliver possession of the Premises, then at the Town's option all obligations of the parties hereto shall cease, and the provisions hereof shall be void and without recourse to the parties hereto. The Town shall have the election, at either the original or extended time of performance, to accept such title as Landlord can deliver to the Premises and to pay therefor the purchase price without deduction, in which case the Landlord shall convey such title. To enable Landlord to make conveyance as herein provided, Landlord may at the time of the delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instrument so procured are recorded simultaneously with the delivery of said deed. Taxes shall be adjusted as of the closing date pursuant to G.L. c. 59, § 72A; taxes paid through the closing date shall not be refunded. Water, sewer, fuel, and other customary adjustments shall be made as of the closing date. Full possession of said Premises free of all tenants and occupants and free of all personal property shall be delivered to the Town at the time of delivery of the deed. Landlord shall defend, indemnify and hold the Town harmless from any claims, costs, judgments, or liabilities of any kind advanced by persons claiming real estate brokerage fees through Landlord. The Premises shall be in the same condition as they are as of the date of the Final Notice of Exercise. The Town reserves the right to inspect the

Premises for compliance with this provision prior to the closing. Notwithstanding anything herein to the contrary, in the event of damage to or destruction of the Premises by fire, vandalism or other casualty, or in the event of a taking of all or part of the Premises by eminent domain by any entity other than the Town, then at the Town's sole option, the Town may revoke its Purchase Option, without recourse to the parties. Any matter or practice arising under or relating to the purchase of the Premises that is the subject of a title standard or practice standard of the Real Estate Bar Association (REBA) at the time of delivery of the deed shall be covered by such title standard or practice standard to the extent applicable.

13.3 Irrevocable Option. Landlord agrees that the Town's Purchase Option shall not be revocable. Landlord agrees not to sell, or otherwise dispose of the Premises or any part thereof or in any way to encumber title to the Premises prior to the expiration of the Lease (or termination date if earlier), except for (a) a deed to the Town, or its successor, assignee or nominee, and (b) mortgages to recognized lending institutions. The Purchase Option shall be binding upon Landlord and Landlord's heirs, devisees, executors, administrators, successors and assigns.

14. Miscellaneous.

14.1 Quiet Enjoyment. Landlord covenants that at all times during the Term hereof, so long as the Town is not in default hereunder, the Town's quiet enjoyment of the Premises or any part thereof shall not be disturbed by any act of Landlord, or by anyone acting by, through or under Landlord.

14.2 Landlord's Right of Entry. Landlord and its authorized representatives, agents and employees shall have the right from time to time, at Landlord's option, and upon reasonable prior notice to the Town so as to not interrupt the conduct of its business, to enter and pass through the Premises during business hours, to examine the same. Landlord shall use good faith and diligent efforts to minimize interference with the Town's use of the Premises.

14.3 Estoppel Certificates. Each party shall at any time and from time to time during the Term hereof, within thirty (30) days after request by the other party, execute, acknowledge and deliver to the other party or to any prospective purchaser, assignee or mortgagee designated by the other party, a certificate stating (i) that this Lease is unmodified and in force and effect (or, if there have been any modifications, that this Lease is in force and effect as modified and identifying the modification agreements); (ii) whether or not there is any existing default by either party with respect to which a notice of default has been served, and, if there is any such default, specifying the nature and extent thereof; and (iii) whether or not there are any setoffs, defenses or counterclaims against enforcement of the obligations to be performed hereunder existing in favor of the party executing such certificate.

14.4 Surrender; Obligations Upon Expiration or Termination. The Town shall, on the last day of the Term hereof or upon any earlier termination hereof, surrender and deliver up the Premises into the possession and use of Landlord, in the same condition the Premises were in as of the Commencement Date, reasonable wear and tear, damage from a casualty, and damage caused by Landlord or any of the other Landlord Parties excepted. The Town shall remove its

personal property, equipment and other items from the Premises within sixty (60) days of said expiration or termination, and repair any damage to the Premises resulting from or caused by the removal of the same. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

14.5 No Waiver. The failure of either party to seek redress for violation or to insist upon the strict performance of any covenant or condition of this Lease shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of a violation. No provision of this Lease shall be deemed to have been waived by either party unless such waiver is in writing and signed by the party to be bound thereby. No mention in this Lease of any specific right or remedy shall preclude Landlord or the Town from exercising any other right, or from having any other remedy, or from maintaining any action to which it may otherwise be entitled either in law or in equity.

14.6 Time is of the Essence. The parties acknowledge and agree that time is of the essence of this Lease Agreement and this applies to all acts identified herein, whenever any act is required to be done at a certain time, or within a prescribed period of time.

14.7 Good Title. Landlord warrants and represents, upon which warranty and representation the Town has relied in the execution of this Lease, that Landlord is the owner of the Premises, in fee simple absolute, free and clear of all encumbrances, except for the easements, covenants and restrictions of record as of the date of this Lease. Such exception(s) shall not impede or interfere with the quiet use and enjoyment of the Premises by the Town. Landlord further warrants and covenants that this Lease shall not be subordinate to any encumbrance except as set forth in Section 10 hereof; that Landlord has full right and lawful authority to execute this Lease for the Term, in the manner, and upon the conditions and provisions herein contained; that there is no legal impediment to the use of the Premises as set out herein. Landlord shall furnish, without expense to the Town, upon execution of this Lease, a title report covering the Premises showing the condition of title.

14.8 No Broker. The parties represent to each other that they have not dealt with any real estate agent or broker with respect to this transaction. If any agent or broker is entitled to a commission as a result of this transaction said agent or broker shall be paid by the party with whom the agent or broker dealt and the party breaching this representation shall indemnify and hold the other party harmless from any claims as a result of such breach.

14.9 Severability. The invalidity or unenforceability of any particular provision hereof shall not affect the other provisions, and this Lease shall be construed in all respects as if such invalid or unenforceable provision had not been contained herein.

14.10 Binding. This Lease shall inure to the benefit of and be binding upon the parties and their respective legal representatives, successors and assigns. The provisions hereof are solely for the benefit of the parties and their respective legal representatives, successors and assigns, and shall not be deemed or construed to create any right for the benefit of any other person.

14.11 Construction. Whenever a singular word is used herein, it shall also include the plural wherever required by the context, and vice versa. The terms and conditions of this Lease shall be interpreted and construed in accordance with their usual and customary meanings, and the parties hereby expressly waive and disclaim, in connection with the interpretation and construction hereof, any rule of law or procedure requiring otherwise, specifically including but not limited to, any rule of law to the effect that ambiguous or conflicting terms or conditions contained here in shall be interpreted or construed against the party whose counsel prepared this Lease or any earlier draft hereof.

14.12 Entire Agreement; Written Modifications. This Lease contains the entire integrated understanding between the parties with respect to the subject matter hereof; all representations, promises, and prior or contemporaneous understandings, between the parties with respect to the subject matter hereof are expressed in this Lease; and any other understandings between the parties with respect to the subject matter hereof are hereby canceled. This Lease shall not be amended, modified or supplemented without the written agreement of the parties at the time of such amendment, modification or supplement.

14.13 Governing Law. This Lease shall be governed by and subject to the laws of the Commonwealth of Massachusetts.

14.14 Captions. The captions herein are for convenience and identification purposes only, are not an integral part hereof, and are not to be considered in the interpretation of any part hereof.

14.15 Notices. All notices or other communications to be given or conveyed shall be delivered or sent by certified mail, return receipt requested, addressed as follows:

Landlord:

With a copy to:

The Town: Town Administrator
Town of West Boylston
West Boylston Town Hall
127 Hartwell Street
West Boylston, MA 01583

With a copy to: Shirin Everett, Esq.
Kopelman & Paige, P.C.
101 Arch Street, 12th Floor
Boston, MA 02110

or to such other address as shall be furnished in writing by either party to the other party.

14.16 Costs of Enforcement. If any action is instituted in connection with any controversy arising out of this Lease, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court may adjudge reasonable as attorneys' fees in such action and on any appeal from any judgment or decree entered therein.

14.17 Notice of Lease and/or Option to Purchase. At the request of the Town, Landlord promptly shall execute and deliver a Notice of Lease and/or a Notice of Option to Purchase, in form and substance acceptable to the Town in its sole discretion, which Notices will contain the information required by statute as well as such additional information as the Town may reasonably choose. The Town or Landlord, at its option and expense, may record such Notice of Lease and/or a Notice of Option to Purchase with the Worcester South District Registry of Deeds.

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

LANDLORD:

By: _____
Name:
Title:

By: _____
Name:
Title:

TOWN OF WEST BOYLSTON
By Its Board of Selectmen

