

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the “**Agreement**”) is made as of November _____, 2020 (“**Effective Date**”), by and between **85 SEWALL, LLC**, a Massachusetts limited liability company having an address of 391 West Water Street, Taunton, Massachusetts 02780 (“**Seller**”), and the **TOWN OF BOYLSTON**, having an address of Town Hall, 221 Main Street, Boylston, Massachusetts 01505 (“**Buyer**”).

1. *Purchase and Sale.* Seller agrees to sell, and Buyer agrees to buy, the property located off of Sewall Street in Boylston and shown as Lot 1 on the Plan attached to this Agreement as Exhibit A (the “Property”). The Property contains 30.4537 acres. The Property is a portion of the premises described in a Deed recorded with the Worcester South District Registry of Deeds in Book 60034, Page 136. Following the Effective Date, Seller shall (i) prepare a plan showing the Property to be acquired by the Buyer (the “ANR Plan”) that shall be substantially similar to the plan attached as Exhibit A, and (ii) Seller seek the endorsement of the ANR Plan from the Boylston Planning Board pursuant to the provisions of M.G.L. Ch. 41, Section 81P. If (a) the Boylston Planning Board refuses to endorse the ANR Plan, or (b) the endorsement of the ANR Plan is the subject of an appeal, then this Agreement shall immediately terminate, neither Buyer nor Seller shall have any further obligations to the other by reason of this Agreement, except those provisions which expressly survive the termination of this Agreement, and the Deposit (as that term is defined below, shall be refunded to the Buyer. Notwithstanding any provision of this Agreement to the contrary, this Agreement shall not be binding until thirty (30) days after the date of publication in the central register, so called, by the Buyer of notice of its determination concerning the unique qualities of the subject property, as required by MGL Chapter 30B, Section 16 (e)(2).

1.1 *Title Deed.* The Property is to be conveyed by a good and sufficient quitclaim deed running to Buyer, 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) Except as provided herein, such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (c) Any liens for municipal betterments assessed after the Effective Date (any betterments assessed on or before the Effective Date shall be paid by Seller in full); and
- (d) Easements, restrictions and/or reservations of record, if any, provided that the same are satisfactory to Buyer in Buyer’s sole and absolute discretion.

2. *Purchase Price.* The agreed purchase price for the Property (the “**Purchase Price**”) shall be Nine Hundred Fifty Thousand and 00/100 Dollars (\$950,000.00), which shall be paid by the Buyer to the Seller as set forth below and subject to the terms and conditions herein:

- A. A deposit of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) shall be paid by Buyer to Seller upon the Buyer's execution of this Agreement ("**Deposit**"); and
- B. Subject to adjustment as provided herein, the remaining balance of Nine Hundred Twenty-Five Thousand and 00/100 (\$925,000.00) shall be paid by Buyer to Seller at the consummation of the transaction contemplated hereby ("**Closing**").

2.1 Deposit/Escrow Agent. The Deposit shall be paid to Fletcher Tilton PC as attorneys for the Seller and as escrow agent ("**Escrow Agent**"), and shall be held in escrow pursuant to the terms and conditions of this Agreement. The Deposit shall be held by the Escrow Agent in its non-interest-bearing IOLTA account. The Deposit shall be held in escrow by the Escrow Agent subject to the terms of this Agreement and shall be duly accounted for at the Closing. In the event of any dispute between the Parties regarding the disposition of the Deposit, the Escrow Agent shall retain the Deposit pending instructions mutually given in writing by Seller and Buyer or by a court of competent jurisdiction. The Escrow Agent shall not be responsible hereunder for any acts or omissions unless willfully done or done in a grossly negligent manner, and upon delivery of the Deposit in accordance with the terms of this Agreement, Escrow Agent shall have no further liability to the Parties hereunder or in connection herewith. Buyer agrees that if a dispute arises regarding the Deposit or this Agreement, the Escrow Agent shall not be precluded from representing Seller with respect to the dispute.

2.2 Balance of Purchase Price. The balance of the Purchase Price shall be paid by Buyer to Seller by wire of immediately available Federal funds, or by IOLTA check from Buyer's counsel, or by check of the Buyer, to such bank account as may be designated by the Seller.

3. *Buyer's Due Diligence Inspection and Termination Rights.*

3.1 Inspection of Property. Buyer, and its appointed agents, consultants or independent contractors, and at Buyer's sole cost and expense, shall have the period commencing on the Effective Date and ending at 5:00 P.M. Eastern Standard Time on the forty-fifth (45th) day following the Effective Date ("**Inspection Period**"), at Buyer's sole cost and expense, to inspect, examine, test, appraise, and survey the Property, including, but not limited to, a lead paint survey, investigations of the physical condition thereof and to determine the status of the Land with respect to geotechnical matters and Hazardous Materials (defined below), compliance with applicable laws, rules and regulations and suitability for Buyer's intended purposes; provided, however, that if Buyer shall not engage in any subsurface or intrusive environmental or physical testing of the Property without the prior written consent of the Seller, which consent may be withheld in Seller's sole discretion. Any such inspections shall be coordinated with Seller with at least 24 hours prior notice and during normal business hours unless otherwise agreed. Buyer shall with due dispatch repair all damage caused by the activities of Buyer or its agents on the Property, and shall, to the extent allowed by law, indemnify, defend and hold Seller harmless from any and all actions, suits, liens, claims, damages, expenses, losses and liability arising out of any such entry by Buyer or its appointed agents or independent

contractors or any acts performed in exercising Buyer's rights under this Paragraph 3.1 (excluding, however, matters discovered but not caused by Buyer, its agents or contractors). This indemnity shall survive any termination of this Agreement.

3.2 *Inspection of Documents.* The right of inspection described in Paragraph 3.1 above shall extend to and include the right to examine and to copy, and Seller agrees to make available to Buyer copies of all of Seller's records with respect to the Property in Seller's possession or control including, without limitation, Seller's plans and specifications, engineering reports, feasibility studies, licenses, permits, approvals, title documents, title insurance policies, surveys, any and all information Seller may have regarding the zoning and/or subdivision or building status of the Property, any and all environmental reports, studies or assessments relative to the Property in the control or possession of the Seller (the "**Due Diligence Documents**"). The Due Diligence Documents will be delivered by Seller to Buyer on the Effective Date.

3.3 *Buyer's Inspection Termination Right.* The term "**Inspection Period Deadline**" as used herein shall mean the period ending at 5:00 P.M. on the forty-fifth (45th) day following the Effective Date or if such date is a Saturday, Sunday, or a Federal holiday or local holiday in Massachusetts, the next occurring regular business day. Notwithstanding anything to the contrary contained in this Agreement, Buyer may terminate this Agreement, in its sole discretion, if it determines during the Inspection Period that the Buyer is not satisfied with its due diligence of the Property for any or no reason, and provides written notice of such to Seller on or before the Inspection Period Deadline. In such event, (i) the Deposit shall be refunded to Buyer, and (ii) neither party shall have any further liability or obligation to the other hereunder, except as expressly set forth herein. If Buyer does not terminate this Agreement on or before the Inspection Period Deadline, all matters, known or unknown, relating to the condition, fitness, or state of the Property shall be deemed accepted by Buyer, and the Deposit, subject to the other terms of this Agreement, shall be come non-refundable.

3.4 *Insurance.* Buyer agrees to provide to Seller, and to cause each of Buyer's representatives who enter upon the Property to provide to Seller, prior to any such entry, evidence of insurance with companies reasonably acceptable to Seller, in amounts reasonably acceptable to Seller, and naming Seller as an additional insured, covering the activities to be conducted by Buyer and Buyer's representatives.

3.4 *Hazardous Materials.* As used herein, "**Hazardous Materials**" shall mean and include, but shall not be limited to, any petroleum product and all hazardous or toxic substances, wastes or substances, any substances which because of their quantitated concentration, chemical, or active, flammable, explosive, infectious or other characteristics, constitute or may reasonably be expected to constitute or contribute to a danger or hazard to public health, safety or welfare or to the environment, including, without limitation, any hazardous or toxic waste or substances which are included under or regulated by law, governmental rules or regulations (whether now existing or hereafter enacted or promulgated, as they may be amended from time to time), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq. ("**CERCLA**"), the Federal Resource

Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., similar state laws and regulations adopted thereunder.

3.4. *Title and Survey Matters.*

3.4.1 During the Inspection Period, Buyer shall obtain an ALTA title insurance commitment covering the Property (“**Title Commitment**”). Buyer may, at Buyer’s sole expense, obtain a survey of the Property. Any and all matters that are shown on a new or any existing plans of the Property are referred to as “**Survey Matters**”. Buyer shall have until the Inspection Period Deadline to give written notice to Seller of any objections Buyer may have with respect to the status of title to the Property as shown on the Title Commitment, or any Survey Matters (“**Title Objection Notice**”), indicating in reasonable detail the nature and reasons for Buyer’s objections.

3.4.2 If Buyer requires the removal of certain exceptions or the resolution of other title matters, within seven (7) days of receipt of the Title Objection Notice, Seller shall notify Buyer in writing whether it will attempt to remove such exceptions or resolve such other title matters. If Seller elects not to remove such exceptions, Buyer may terminate this Agreement within five (5) business days of receipt of Seller’s notice (in which case the Deposit shall be refunded to Buyer) and the parties shall have no further recourse against the other, excepting those matters which expressly survive the termination of this Agreement. If Buyer fails to give Seller a Title Objection Notice prior to the expiration of the Inspection Period, Buyer (i) shall no longer have any right to terminate this Agreement under this Section 3.4.2, and (ii) shall be deemed to have approved the state of title to the Property as it exists on the effective date of the Title Commitment, and (iii) the Deposit, subject to the other terms of this Agreement, shall become non-refundable. Without limiting the generality of the foregoing, any exceptions to title disclosed in the Title Commitment, any such amendments and any Survey Matters which are either not objected to by Buyer or waived by Buyer shall be “**Permitted Exceptions**”. Notwithstanding the foregoing, Seller shall remove those objections listed on Buyer’s Title Objection Notice that (i) are mortgages or other liens created by, through or under Seller which secure solely the payment of a stated indebtedness, or (ii) were voluntarily placed on the record title by Seller after the Effective Date, or (iii) may be removed solely by delivery of an affidavit of Seller, reasonably requested by Buyer’s title insurer.

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

3.4.4 *New Title and Survey Matters.* Buyer shall have the right to object to any title matters or survey matters that first arise after the effective date of the Title Commitment or the Survey, as the case may be, in which case said matters shall be resolved in the manner set forth

in this Article and, if required, the Closing shall be extended to provide the parties with the time periods set forth above.

4. *Seller's Covenants Regarding the Property and Related Matters.* From and after the Effective Date until the Closing or earlier termination of this Agreement, Seller agrees as follows:

4.1 *Further Encumbrances.* Seller will not grant or purport to create in favor of any person or entity any interest in the Property or any part thereof or further encumber the Property without the prior written approval of Buyer.

4.2 *Insurance.* Seller will continue to maintain in full force and effect all insurance as presently carried by Seller, if any.

4.3 *Violations of Law.* Seller will promptly notify Buyer in writing of any violation of any law, regulation, ordinance, order, or other requirement of any governmental authority having jurisdiction over or affecting the Property, or any part thereof, of which Seller receives written notice or otherwise becomes aware.

5. *Casualty/Condemnation.*

5.1 *Casualty.* If prior to the Closing any portion of the Property is damaged or destroyed by fire or other casualty, which damage is reasonably estimated to cost in excess of Fifty Thousand and 00/100 Dollars (\$50,000.00) to repair, then Buyer shall have the right, by giving Seller notice within ten (10) days after receipt of notice from Seller of such occurrence (with the Closing Date to be postponed, if necessary, to give both parties the benefit of the full ten (10) day period) to elect to: (i) terminate this Agreement (in which case the Deposit shall be refunded), or (ii) close the sale contemplated herein. If Buyer does not have the right to terminate this Agreement or having such right elects not to terminate this Agreement, then this Agreement shall remain in full force and effect, and the purchase contemplated herein shall be effected without reduction in the Purchase Price. In such event, Seller shall at the Closing assign, transfer and set over unto Buyer all of Seller's right, title and interest in and to any and all insurance proceeds paid or payable in connection with such damage or destruction, and Buyer shall receive a credit at Closing against the Purchase Price for (i) the deductible amount of any such insurance, (ii) the effect of any co-insurance provision applicable to such insurance, and (iii) the cost of restoring any damage in excess of the insurance proceeds, the deductible and any co-insurance.

5.2 *Condemnation.* If prior to the Closing any portion of the Property becomes subject to a bona fide threat of condemnation by a body having the power of eminent domain or condemnation, or sale in lieu thereof, which is reasonably estimated to cost in excess of Thirty Thousand (\$30,000.00) Dollars for restoration and repair of the remaining Property, then Buyer shall have the right, by giving Seller notice within thirty (30) days after receipt of notice from Seller of such occurrence (with the Closing Date to be postponed, if necessary, to give both parties the benefit of the full thirty (30) day period) to elect to: (i) terminate this Agreement, in which case the Deposit shall be returned promptly to Buyer and, except as expressly set forth

herein, neither party shall have any further liability or obligation to the other hereunder, or (ii) close the sale contemplated herein. If Buyer does not have the right to terminate this Agreement or having such right elects not to terminate this Agreement, then this Agreement shall remain in full force and effect and the purchase contemplated herein, less any portion of the Property taken by eminent domain or condemnation, shall be effected without reduction in the Purchase Price. In such event, Seller shall at the Closing assign, transfer and set over unto Buyer all of Seller's right, title and interest in and to any and all awards paid or payable in connection with such taking, and all rights of the property owner relating to such taking.

6. *Conditions Precedent to Buyer's Obligations.*

6.1 Buyer's obligation to purchase the Property at the Closing hereunder is expressly conditioned on the satisfaction at or before the time of Closing hereunder, or at or before such earlier time as may be expressly stated below, of each of the following conditions (any one or more of which may be waived in writing in whole or in part by Buyer, at Buyer's option):

6.1.1 *Accuracy of Representations.* All of the representations and warranties of Seller contained in this Agreement shall have been true and correct in all material respects when made, and shall be true and correct in all material respects on the date of Closing with the same effect as if made on and as of such date.

6.1.2 *Condition of Title.* No new encumbrances, matters of survey or exceptions to title have been recorded pertaining to the Property between the date of the Title Commitment and the Closing that have not been approved by Buyer or that are not removed by Seller or agreed to be removed by Seller prior to or contemporaneously with the Closing, and the title insurer issuing the Title Commitment is prepared to issue at the Closing an owner's policy of title insurance, at customary commercial rates, subject only to the Permitted Exceptions.

6.1.3 *Town Approval.* On May 5, 2021, the Town of Boylston shall hold a Town Meeting to vote on the approval of this Agreement ("**Town Meeting**"). The obligations of the Buyer pursuant to this Agreement are subject to Buyer obtaining (a) a favorable, two-thirds (2/3) vote at the Town Meeting authorizing the acquisition of the Property for the consideration stated herein and upon the terms set forth in this Agreement and to appropriate funds for the same, and (b) approval at an election of a debt exclusion pursuant M.G.L. c. 59, §21C (so-called Proposition 2 ½) for this purpose (collectively "**Town Approvals**"). Should Buyer fail to obtain the foregoing Town Approvals at on or before 5:00 PM on May 5, 2021 (the "**Town Approval Deadline**"), then either party may terminate this Agreement by delivering written notice to the other in which case the Deposit shall be refunded to Buyer and neither party shall have any further obligation to the other, except as expressly set forth in this Agreement.

7. *Closing; Deliveries.*

7.1 *Time and Place of Closing.* The Closing hereunder shall take place at 12:00 p.m. on Friday, May 21, 2021 ("**Closing Date**") at the offices of Fletcher Tilton PC, 370 Main Street, Worcester, Massachusetts unless otherwise agreed to in writing by Seller and Buyer. Neither

Seller, nor its agents or attorney, shall be required to attend the Closing but shall facilitate the transaction and ensure that the originally signed Deed, and other customary documents are delivered to the closing attorney in a timely manner (that is, by at least 2:00 p.m. at least one (1) business day (that is, a date that is not a federal or state holiday or Saturday or Sunday) prior to the Closing).

7.2 *Seller Deliveries.* At the Closing, Seller shall deliver to Buyer the following items (and it shall be a condition to Buyer's obligation to close that Seller shall have delivered the same to Buyer or its nominee):

7.2.1 A Massachusetts Quitclaim Deed(s) ("**Deed**") to the Real Property from Seller, duly executed and acknowledged by Seller (and such Deed shall provide that Seller is not taxed as a corporation for the current taxable year);

7.2.2 Such affidavits or letters of indemnity as the Title Company shall customarily require in order to issue, without extra charge, an owner's policy of title insurance free of any exceptions for unfiled mechanics' or materialmen's liens.

7.2.3 A Non-Foreign Affidavit as required by the Foreign Investors in Real Property Tax Act, as amended ("**FIRPTA**") duly executed by Seller.

7.2.4 Evidence reasonably satisfactory to Buyer and Buyer's title insurer of Seller's authority to convey the Property pursuant to this Agreement in form and substance reasonably satisfactory to Buyer and Buyer's title insurer.

7.2.5 A certificate of legal existence issued by the Massachusetts Secretary of State's Office for the Seller.

7.2.6 A disclosure of beneficial interest statement reasonably acceptable to Seller.

7.2.7 All other instruments and documents reasonably required or desirable to effectuate this Agreement and the transactions contemplated thereby.

7.3 *Buyer Deliveries.* At Closing, Buyer shall deliver to Seller the following, and it shall be a condition to Seller's obligation to close that Buyer shall have delivered the same to Seller:

7.3.1 Sale proceeds to Seller in accordance with Massachusetts conveying practices in the amount required under Paragraph 2 hereof (subject to the adjustments provided for in this Agreement).

7.3.2 All other instruments and documents reasonably required to effectuate this Agreement and the transactions contemplated thereby.

8. *Apportionments; Taxes; Expenses.*

8.1 *Apportionments.*

8.1.1 *Taxes.* All real estate taxes, charges and assessments affecting the Property (“**Taxes**”) shall be prorated on a per diem basis as of the Closing Date. If any Taxes have not been finally assessed as of the Closing Date for the current fiscal year of the taxing authority, then the same shall be adjusted at Closing based upon the most recently issued bills therefor.

8.2 *Expenses.* Each party shall pay all its own expenses incurred in connection with this Agreement and the transactions contemplated hereby, including, without limitation, (1) all costs and expenses stated herein to be borne by a party, and (2) all of their respective accounting, legal and appraisal fees. Buyer, in addition to its other expenses, shall pay at Closing (a) all recording charges incident to the recording of the Deed for the Property; (b) the cost of a title report for the Property; and (c) the premium for Buyer’s owner’s title insurance policy. Seller, in addition to its other expenses, shall pay at Closing (i) all documentary stamps, excise taxes and real estate transfer taxes, and (ii) all recording charges incident to the recording of any instruments to discharge or remove encumbrances not approved (or deemed approved) by Buyer and for which Seller has agreed to discharge or remove such encumbrance, and any instruments relating to the authority of Seller to convey the Property.

9. *Remedies.*

9.1 In the event Buyer breaches or fails, without legal excuse, to complete the purchase of the Property or to perform any of its other material obligations under this Agreement, then, except as otherwise expressly set forth in this Agreement, Seller shall, as its sole remedy therefor, be entitled to receive the Deposit as liquidated damages (and not as a penalty), in lieu of, and as full compensation for, all other rights or claims of Seller against Buyer by reason of such default, upon receipt of which sum this Agreement shall terminate and the parties shall be relieved of all further obligations and liabilities hereunder. Seller shall have no other rights against Buyer in any such event, whether at law, in equity or otherwise, except for the indemnity obligations contained herein.

9.2 In the event of any breach or default, of any kind, by Seller under this Agreement Buyer shall, without waiving any other rights Buyer may have on account thereof, have the right to (a) seek specific performance from a Court of competent jurisdiction, (b) to terminate this Agreement and receive back the Deposit and/or (c) pursue a claim for monetary damages against the Seller.

10. *Possession.* Possession of the Property shall be surrendered to Buyer at Closing, free and clear of all tenants and other occupants, if any.

11. *Notices.* All notices and other communications provided for herein shall be in writing and shall be sent to the address set forth below (or such other address as a party may hereafter designate for itself by notice to the other parties as required hereby) of the party for whom such notice or communication is intended:

If to Buyer: Town of Boylston
April Steward, Town Administrator
Town Hall
221 Main Street
Boylston, MA 01505
asteward@boylston-ma.gov

with a copy to: Todd K. Helwig, Esquire
Mirick O'Connell
1800 West Park Drive
Westborough, MA 01581
thelwig@mirickoconnell.com

If to Seller: 85 Sewall, LLC
391 West Water Street
Taunton, MA 02780
ATTN: Scott Goddard, Manager

with a copy to: Nisha A. Koshy, Esquire
Fletcher Tilton PC
161 Worcester Road, Suite 501
Framingham, MA 01701
Email: nkoshy@fletchertilton.com
Phone: 508.532.3529

Any such notice or communication shall be if sent by registered or certified mail, return receipt requested, postage prepaid; by hand delivery; by e-mail; or by overnight courier service. Any such notice or communication shall be effective when delivery is received or refused. The parties agree that the signatures of their respective attorneys on any extension request or change in time or location of a closing shall be binding upon the parties as if signed by the parties. For purposes of this agreement an email may be construed as an original.

12. *Brokers.* Buyer and Seller each represents to the other that it has not dealt with any broker or agent in connection with this transaction. Each party hereby indemnifies and holds harmless the other party from all loss, cost and expense (including reasonable attorneys' fees) arising out of a breach of its representation or undertaking set forth in this Paragraph 12.

13. *Representations and Warranties, and Certain Covenants, of Seller.*

13.1. Seller hereby represents and warrants to Buyer as follows that to the best of its knowledge but without independent investigation:

13.1.1 *Authority.* Seller is a limited liability company duly organized and validly existing under the laws of the Commonwealth of Massachusetts and has all requisite power and authority to enter into this Agreement and perform its obligations hereunder. The execution and delivery of this Agreement have been duly authorized.

13.1.2. *No Conflict.* The execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder on the part of Seller do not and will not conflict with or result in the breach of any terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any of the Property or assets of Seller, by reason of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which Seller is a party or which is or purports to be binding upon Seller or which otherwise affects Seller, which will not be discharged, assumed or released at Closing. No action by any federal, state, municipal or other governmental department, commission, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon Seller in accordance with its terms.

13.1.3 *Insolvency/Bankruptcy.* Seller has not (i) commenced a voluntary case, or had entered against it a petition, for relief under the federal Bankruptcy Act or any similar petition, order or decree under the federal or state law or statute relative to bankruptcy, insolvency or other relief for debtors, or (ii) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator or similar functionary in any federal, state or foreign judicial or nonjudicial proceeding, to hold, administer and/or liquidate any of its assets.

13.1.4 *No Condemnation.* There are no pending or, to Seller's knowledge, contemplated condemnation, eminent domain or similar proceedings with respect to all or any portion of the Property.

13.1.5 *Litigation.* There is no action, suit or proceeding pending or, to the best of Seller's actual knowledge, threatened against or affecting the Property, or arising out of the ownership, management or operation of the Property this Agreement or the transactions contemplated hereby.

13.1.6 *FIRPTA.* Seller is not a "foreign person" as defined in Section 1445(f)(3) of the Internal Revenue Code.

13.1.7 *Leases.* There are no leases, occupancy agreements or parties in possession of any portion of the Property.

13.1.8 *Property Information.* (i) All information regarding the Property furnished by Seller to Buyer is true and correct in all material respects, (ii) Seller has not failed to furnish to Buyer any information which would be material to the ownership, operation or development by Buyer of the Property as it exists presently or at the Closing, and (iii) Seller has disclosed to Buyer in writing all material adverse information of which Seller is aware, if any, concerning the physical condition of the Property.

13.1.9 *Hazardous Materials.* Seller has no knowledge of any Hazardous Materials which have been generated, stored, treated or disposed of, or otherwise deposited in, on or about the Property (including, without limitation, the surface and subsurface waters of the Property) and Seller has no knowledge of any substances or conditions in or on the Property which would support a claim or cause of action under a federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements.

For the purpose of this Agreement, Seller's knowledge shall mean Seller's actual, not constructive knowledge, without due inquiry or independent investigation. The representations and warranties of Seller set forth in this Agreement shall survive the Closing.

14. *Representations of Buyer.* Buyer represents and warrants that:

14.1 *Authority.* Subject to Section 6.1.3, Buyer has all requisite power and authority to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by Buyer and the consummation by the Buyer of the transactions contemplated thereby have been duly authorized. This Agreement has been duly executed and delivered by Buyer. This Agreement is, and each of the other agreements, documents and instruments contemplated hereby to which Buyer is a party shall be when executed and delivered by the Buyer, the legal, valid and binding agreement of Buyer, enforceable in accordance with its terms.

14.2 *No Conflict.* The execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder on the part of Buyer do not and will not violate any applicable law, ordinance, statute, rule, regulation, order, decree or judgment, conflict with or result in the breach of any material terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any of the property or assets of the Buyer by reason of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which Buyer is a party or which is or purports to be binding upon Buyer or which otherwise affects Buyer, which will not be discharged, assumed or released at Closing. No action by any federal, state or municipal or other governmental department, commission, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon Buyer in accordance with its terms.

15. *Merger.* Except as otherwise specifically provided in this Agreement, the delivery of the deed by Seller, and the acceptance thereof by Buyer, shall be deemed the full performance and discharge of every obligation on the part of Seller to be performed hereunder.

16. *No Reliance; Disclaimers.* Except as expressly stated herein, Seller makes no representation or warranty as to the truth, accuracy or completeness of any materials, data or information delivered by Seller or its brokers or agents to Buyer in connection with the transaction contemplated hereby. Buyer acknowledges and agrees that all materials, data and information delivered by Seller to Buyer in connection with the transaction contemplated hereby are provided to Buyer as a convenience only and that any reliance on or use of such materials, data or information by Buyer shall be at the sole risk of Buyer, except as otherwise expressly

stated herein. Without limiting the generality of the foregoing provisions, Buyer acknowledges and agrees that (a) any environmental, engineering or other report with respect to the Property which is delivered by Seller to Buyer shall be for general informational purposes only, (b) Buyer shall not have any right to rely on any such report delivered by Seller to Buyer, but rather will rely on its own inspections and investigations of the Property and reports commissioned by Buyer with respect thereto, and (c) neither Seller, any affiliate of Seller nor the person or entity which prepared any such report delivered by Seller to Buyer shall have any liability to Buyer for any inaccuracy in or omission from any such report. Buyer acknowledges and agrees that at the closing Seller shall sell and convey to Buyer and Buyer shall accept the Property “as is, where is, and with all faults”, except to the extent expressly provided otherwise in this Agreement. Buyer has not relied and will not rely on, and Seller is not liable for or bound by, any express or implied warranties, guaranties, statements, representations or information pertaining to the Property or relating to the same (including, without limitation, property information packages distributed with respect to the Property) made or furnished by Seller, the manager of the Property, or any real estate broker or agent representing or purporting to represent Seller, to whomever made or given, directly or indirectly, orally or in writing, unless specifically set forth in this Agreement. Buyer represents to Seller that Buyer has conducted, or will conduct prior to closing, such investigations of the Property, including, but not limited to, the physical and environmental condition of the Property, as Buyer deems necessary to satisfy Buyer as to the condition of the Property and the existence or nonexistence or curative action to be taken with respect to any Hazardous Materials on, in, under or discharged from the Property, and will rely solely upon the same and not upon any information provided by or on behalf of Seller or its agents or employees with respect to the same. At the Closing, Buyer shall assume the risk that adverse matters, including, but not limited to, construction defects, adverse physical conditions and adverse environmental conditions, may not have been revealed by Buyer’s inspections, and Buyer, upon Closing, shall be deemed to have waived, relinquished and released Seller (and Seller’s officers, directors, shareholders, partners, members, managers, employees and agents) from and against any and all claims, demands, causes of action (including causes of action in tort and statutory claims), losses, damages, liabilities, costs and expenses (including attorneys’ fees and court costs) of any and every kind or character, known or unknown, which Buyer might have asserted or alleged against Seller (and Seller’s officers, directors, shareholders, members, managers, employees and agents) at any time by reason of or arising out of any latent or patent construction defects or physical or environmental conditions, violations of any applicable laws (including, without limitation, any environmental laws) and any and all other acts, omissions, events, circumstances or matters regarding the Property. Seller and Buyer agree that the provisions of this Section shall survive the Closing or the earlier termination of this Agreement

17. *Miscellaneous.*

17.1 *Governing Law; Bind and Inure.* This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

17.2 *Time of the Essence.* Time is of the essence of this Agreement.

17.3 *Headings.* The headings preceding the text of the paragraphs and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

17.4 *Counterparts.* This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17.5 *Exhibits.* All Exhibits which are referred to herein and which are attached hereto constitute a part of this Agreement.

17.6 *Submission not an Offer or Option.* The submission of this Agreement or a summary of some or all of its provisions for examination or negotiation by Buyer or Seller does not constitute an offer by Buyer to enter into an agreement to sell or purchase the Property, and neither party shall be bound to the other with respect to any such purchase and sale until a definitive agreement satisfactory to Buyer and Seller in each's sole discretion is executed and delivered by both Seller and Buyer.

17.7 *Limited Liability.* Neither the trustees, members, managers, officers, employees, partners, advisors or agents of Seller or its beneficial owner, nor the shareholders, officers, directors, employees or agents of any of them, shall be liable under this Agreement and all parties shall look solely to the Property for the payment of any claim or the performance of any obligation by Seller. Neither the members, managers, officers, employees, partners, advisors or agents of Buyer, nor the shareholders, officers, directors, employees or agents of any of them shall be liable under this Agreement and all parties shall look solely to the assets of buyer for the payment of any claim or the performance of any obligation by Buyer.

17.8 *Entire Agreement; Amendments.* This Agreement and the Exhibits hereto set forth comprise all of the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as contained herein. This Agreement may not be changed orally but only by an agreement in writing, duly executed by or on behalf of the party or parties against whom enforcement of any waiver, change, modification, consent or discharge is sought.

17.9 *Severability.* If any provision(s) of this Agreement shall be determined to be void by any court of competent jurisdiction, such determination shall not affect any other provision(s) of this Agreement, all of which other provisions shall remain in full force and effect, and if any provision of this Agreement is capable of two constructions one of which would render the provision void and the other of which would render the provision valid, the provision shall have the meaning which renders it valid.

17.10 *Survival.* Unless otherwise expressly stated in this Agreement, each of the warranties and representations of Seller and Buyer shall not survive the Closing and delivery of the Deed and other closing documents by Seller to Buyer, and shall be deemed to have merged

therewith. Unless expressly made to survive, all obligations and covenants of Seller contained herein shall be deemed to have been merged into the Deed and shall not survive the Closing.

17.11 *Alterations.* Until the Closing Date, Seller shall not make any material alterations to the Property.

17.12 *Further Assurances.* Each party agrees that it will, without further consideration, execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement. The provisions of this Section shall survive the Closing.

17.13 *Intentionally Deleted.*

17.14 *Measuring Periods.* If the end of any time period herein, or if any specified date, falls on a weekend or national or state holiday, then the end of such time period, or such date, as the case may be, shall be extended to the next business day thereafter.

[The remainder of this page is intentionally left blank; signature page to follow.]

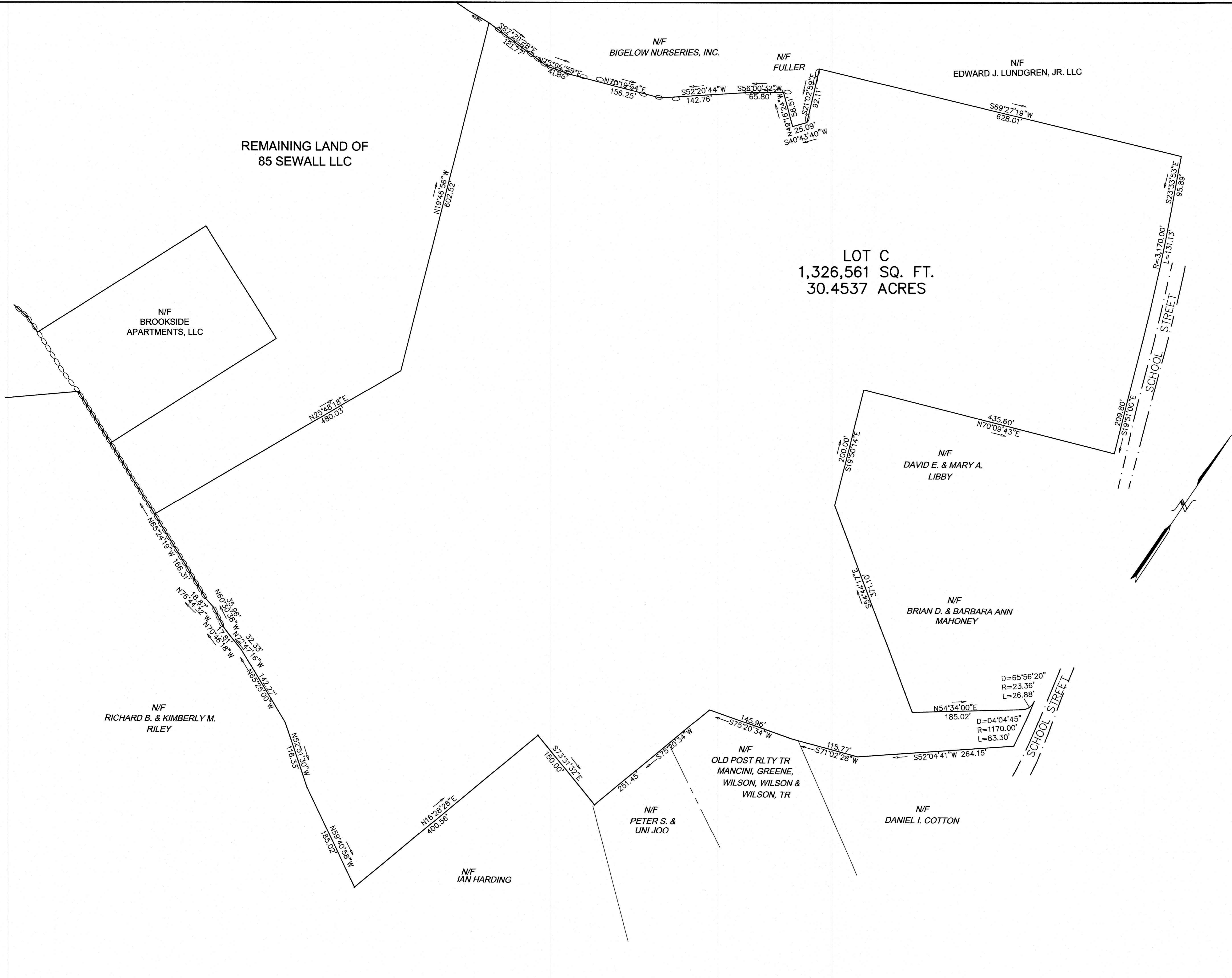
IN WITNESS WHEREOF, the parties have executed and delivered this Agreement, under seal, as of the date first above written.

SELLER:
85 SEWALL, LLC

By: 
Name: Scott Goddard
Title: Manager

BUYER:
TOWN OF BOYLSTON

By: _____
Name: James A. Underwood, as Authorized by a
Vote of the Boylston Board of Selectmen



KEY

---	EDGE OF PAVEMENT
⊕	UTILITY POLE
⊙	POLE WITH LIGHT
⊘	STONE WALL



THOMPSON-LISTON ASSOCIATES, INC.
 Professional Engineers Professional Land Surveyors
 Landscape Architects Erosion Control Specialists
 51 Main Street, Post Office Box 570, Boylston, MA 01505
 Telephone 508-869-6151 FAX 508-869-6842

CLT. NO.	3144	JOB NO.	39-2225
DATE:	OCTOBER 16, 2020	DWG NO.	BBCSCHOOLSTCURRENT
DATE:		REVISIONS	
12/10/20		REVISED WESTERLY BOUNDARY	

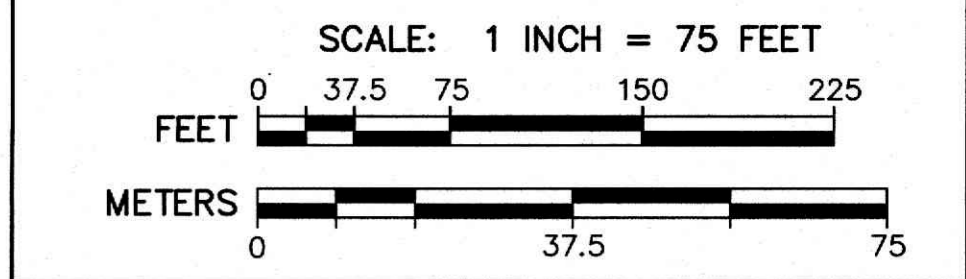


EXHIBIT PLAN OF LAND FOR MUNICIPAL PURCHASE
 IN
BOYLSTON, MASSACHUSETTS
 PREPARED FOR OWNER:
85 SEWALL LLC
 C/O GODDARD CONSULTING LLC
 291 MAIN STREET, SUITE 8
 NORTHBOROUGH, MASSACHUSETTS 01532