

CITY OF MARLBOROUGH MEETING POSTING

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

Meeting Name: City Council Finance Committee

Date: January 9, 2018

2018 JAN -4 A 11:26

Time: 6:15 PM (or Immediately following Conclusion of the Urban Affairs Committee Meeting)

Location: City Council Chamber, 2nd Floor, City Hall, 140 Main Street

Agenda Items to be addressed:

12-18-2017 – **Order No. 17-1007120A:** Communication from Mayor Vigeant with draft Order requesting a transfer of \$459,720.84 to purchase property at 28 Witherbee Street for library expansion purposes. That by Order No.16-1006760B the City Council appropriated funds and approved the use of said funds to bind an offer by the City on a purchase and sale agreement for 28 Witherbee Street and by Order No.17-1006978-2 the City Council authorized the Mayor to negotiate and enter into said purchase and sales agreement, the performance of which is contingent upon a favorable vote of the City Council authorizing the City to acquire the parcel for the amount stated in said agreement and an appropriation of sufficient funds for said purchase. The Mayor having thereby negotiated a purchase and sales agreement bound by an offer to purchase, the City Council hereby authorizes the City to acquire the parcel in the total amount of \$483,916.67 as provided in said purchase and sales agreement and further makes an appropriation of the balance due on said purchase by approving the transfer request in the amount of \$459,720.84.

-REFER TO FINANCE AND CARRY OVER TO THE 2018-2019 LEGISLATIVE SESSION.

12-18-2017 – **Order No. 17-1007120B:** Communication from Mayor Vigeant regarding the library project land acquisition together with request for Transfer from Undesignated Fund to Land Acquisition to purchase 28 Witherbee Street.

-REFER TO FINANCE AND CARRY OVER TO THE 2018-2019 LEGISLATIVE SESSION

THE LISTING OF TOPICS THAT THE CHAIR REASONABLY ANTICIPATES WILL BE DISCUSSED AT THE MEETING IS NOT INTENDED AS A GUARANTEE OF THE TOPICS THAT WILL HAVE BEEN DISCUSSED. NOT ALL TOPICS LISTED MAY IN FACT BE DISCUSSED, AND OTHER TOPICS NOT LISTED MAY ALSO BE BROUGHT UP FOR DISCUSSION TO THE EXTENT PERMITTED BY LAW.

The public should take due notice that the Marlborough City Council may have a quorum in attendance due to Standing Committees of the City Council consisting of both voting and non-voting members. However, members attending this duly posted meeting are participating and deliberating only in conjunction with the business of the Standing Committee.

Electronic devices, including laptops, cell phones, pagers, and PDAs must be turned off or put in silent mode upon entering the City Council Chamber, and any person violating this rule shall be asked to leave the chamber. Express authorization to utilize such devices may be granted by the President for recordkeeping purposes.



IN CITY COUNCIL

Marlborough, Mass., DECEMBER 18, 2017

ORDERED:

That by Order No. 16-1006760B the City Council of the City of Marlborough appropriated funds and approved the use of said funds to bind an offer by the City on a purchase and sales agreement for 28 Witherbee Street, and that by Order No.17-1006978-2 the City Council authorized the Mayor to negotiate and enter into said purchase and sales agreement, the performance of which is contingent upon a favorable vote of the City Council authorizing the City to acquire the parcel for the amount stated in said agreement and an appropriation of sufficient funds for said purchase, the Mayor, having thereby negotiated a purchase and sales agreement bound by an offer to purchase, the City Council hereby authorizes the City to acquire the parcel in the total amount of \$483,916.67 as provided in said purchase and sales agreement, and further makes an appropriation of the balance due on said purchase by approving the transfer request attached hereto in the amount of \$459,720.84, be and is herewith refer to **FINANCE COMMITTEE & CARRY OVER TO THE 2018 LEGISLATIVE YEAR.**

ADOPTED

ORDER NO. 17-1007120A



IN CITY COUNCIL

Marlborough, Mass., DECEMBER 18, 2017

ORDERED:

That Library Project Land Acquisition transfer request in the amount of \$459,720.84 which moves funds from Undesignated to Land Acquisition to support the library renovation project and authorize negotiations to purchase 28 Witherbee Street, be and is herewith refer to **FINANCE COMMITTEE & CARRY OVER TO THE 2018 LEGISLATIVE YEAR.**

CITY OF MARLBOROUGH BUDGET TRANSFERS --										
DEPT:		Mayor		FISCAL YEAR:		2018				
Available Balance		FROM ACCOUNT:		TO ACCOUNT:		Available Balance				
Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Amount	Available Balance	
\$9,029,104.00				\$459,720.84	10000	35900	Undesignated Fund	\$459,720.84		
					19300006	58120	Land Acquisition		\$0.00	
	Reason:		Purchase and sale of 28 Witherbee Street							
\$459,720.84	Total			\$459,720.84	Total					

ADOPTED

ORDER NO. 17-1007120B



RECEIVED
CLERK'S OFFICE
OF MARLBOROUGH

DEC 14 A 11:11

City of Marlborough Office of the Mayor

140 Main Street
Marlborough, Massachusetts 01752
Tel. (508) 460-3770 Facsimile (508) 460-3698 TDD (508) 460-3610
www.marlborough-ma.gov

Arthur G. Vigeant
MAYOR

Nicholas J. Milano
EXECUTIVE AIDE

Patricia Bernard
EXECUTIVE SECRETARY

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December 14, 2017

City Council President Edward J. Clancy
Marlborough City Council
140 Main Street
Marlborough, MA 01752

*Jim's
copy was
to 2018
Legislative
session*

Re: Transfer Request – Library Project Land Acquisition

Honorable President Clancy and Councilors:

Please find enclosed for your review a transfer request from the Undesignated Fund (Free Cash) in the amount of \$459,720.84 for land acquisition related to the library project. In December 2016, you gave me authorization to negotiate for land purchases to support the library renovation project and subsequently gave me authorization to negotiate to purchase 28 Witherbee Street in August 2017.

We have reached an agreement with the owners of 28 Witherbee Street, as you can see from the attached Purchase and Sale Agreement. This transfer will fund the balance of the purchase after the deposit. Until we receive approval from the state for funding for the library project, we intend to maintain the property as it is today.

As I noted in my letter to you dated November 30, 2017, we are on the waiting list for state grant funding for the library project and I will continue to keep you updated on any news regarding the release of that funding.

Thank you in advance for your consideration, and please do not hesitate to contact me with any questions or concerns.

Sincerely,

Arthur G. Vigeant
Mayor

Enclosures

ORDERED

That by Order No. 16-1006760B the City Council of the City of Marlborough appropriated funds and approved the use of said funds to bind an offer by the City on a purchase and sales agreement for 28 Witherbee Street, and that by Order No.17-1006978-2 the City Council authorized the Mayor to negotiate and enter into said purchase and sales agreement, the performance of which is contingent upon a favorable vote of the City Council authorizing the City to acquire the parcel for the amount stated in said agreement and an appropriation of sufficient funds for said purchase, the Mayor, having thereby negotiated a purchase and sales agreement bound by an offer to purchase, the City Council hereby authorizes the City to acquire the parcel in the total amount of \$483,916.67 as provided in said purchase and sales agreement, and further makes an appropriation of the balance due on said purchase by approving the transfer request attached hereto in the amount of \$459,720.84.

ADOPTED

In City Council
Order No. 17/18-
Adopted

Approved by Mayor
Arthur G. Vigeant
Date:

A TRUE COPY
ATTEST:

CITY OF MARLBOROUGH
BUDGET TRANSFERS --

DEPT: Mayor

FISCAL YEAR: 2018

FROM ACCOUNT:

TO ACCOUNT:

Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
<u>\$9,029,104.00</u>	<u>\$459,720.84</u>	<u>10000</u>	<u>35900</u>	<u>Undesignated Fund</u>	<u>\$459,720.84</u>	<u>19300006</u>	<u>58120</u>	<u>Land Acquisition</u>	<u>\$0.00</u>
	Reason:	<u>Purchase and sale of 28 Witherbee Street</u>							
	Reason:								
	Reason:								
	Reason:								
	Reason:								
	<u>\$459,720.84</u>	Total			<u>\$459,720.84</u>	Total			

Department Head signature:

Auditor signature:

Comptroller signature:



PURCHASE AND SALE AGREEMENT

This 1st day of December, 2017

1. PARTIES: PAULO S. RIBEIRO and KATHERINE A. RIBEIRO f/k/a KATHERINE R. RIBEIRO, owners as tenants by the entirety of 28 Witherbee Street, Marlborough, Middlesex County, Massachusetts, hereinafter collectively called the SELLERS, agree to sell, and CITY OF MARLBOROUGH, a municipal corporation with a principal place of business at 140 Main Street, Marlborough, Middlesex County, Massachusetts 01752, hereinafter called the BUYER, agrees to buy, upon the terms and conditions hereinafter set forth, the following described premises:

2. DESCRIPTION: Land identified as 28 Witherbee Street, Marlborough, MA 01752 and shown as Parcel 235 on Assessors' Map 69, containing 0.37 acres or 16,117.2 square feet of land, more or less, and the buildings and improvements thereon. For further description, see deed recorded with Middlesex South Registry of Deeds in Book 25364, Page 378 (hereinafter, the "Premises" or "premises").

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES: Included in the sale as a part of said premises and improvements thereon, the buildings, structures, fixtures, including, if any, wall-to-wall carpeting, shutters, awnings, furnaces, heaters, heating equipment, stoves, ranges, gas and oil burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposals, electric and other lighting fixtures excepting the dining room chandelier which prior to closing SELLERS shall remove and replace with a suitable ceiling light fixture, mantels, fences, gates, trees, shrubs, plants, and only if built-in, dishwashers and air conditioning equipment.

4. TITLE DEED: Subject to the terms of this Agreement, said premises are to be conveyed by a good and sufficient Quitclaim Deed (hereinafter, "the Deed") running to the BUYER, and said deed shall convey a good and clear title thereto, free from encumbrances, except for:
 - (a) Provisions of existing building and zoning ordinances;
 - (b) Any 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, covenants, restrictions and reservations of record, if any, so long as the same do not prohibit or

materially interfere with the use of said premises for municipal purposes, or purposes appurtenant thereto.

BUYER, at its sole expense, may elect to obtain an owner's policy of title insurance with respect to the Premises and SELLERS agrees to cooperate with BUYER and the Title Company to facilitate the issuance of such policy, provided that such cooperation does not require the SELLERS to incur any additional expenses and/or to accept any additional or increased liability.

5. PLANS: If said deed refers to a plan necessary to be recorded therewith, the BUYER shall be responsible for such plan with the Deed in form adequate for recording or registration. The survey for said plan will be at BUYER'S expense.
6. PURCHASE PRICE: The agreed purchase price for said premises, subject to BUYER'S contingencies in this Agreement, shall be \$483,916.67 (hereinafter, the "Purchase Price"). The Purchase Price shall be due and payable on the Closing Date as provided in paragraph 7 herein.

\$ 24,195.83	is the offer deposit paid to bind this offer (5% purchase price).
\$459,720.84	is to be paid at the time of delivery of the deed by checks as described hereinafter
<hr/>	
\$483,916.67	Total

BUYER agrees to pay SELLERS the above amount of 5% deposit offer by two separate checks, one check made payable to KATHERINE RIBEIRO in an amount equal to 60% of the offer deposit and one check made payable to PAULO RIBEIRO in an amount equal to 40% of the offer deposit. BUYER also agrees to pay SELLERS, at the delivery of the deed, the balance due by two separate checks, one check made payable to KATHERINE RIBEIRO in an amount equal to 60% of the balance due, subject to adjustments, if any, as provided in paragraph 15. herein, and one check made payable to PAULO RIBEIRO in an amount equal to 40% of the balance due.

7. BUYER'S CONTINGENT PERFORMANCE; CLOSING:

- (a) Except for BUYER'S payment to bind the offer as provided in paragraph 6. herein, BUYER'S purchase obligations under this Agreement shall be contingent upon a vote of the Marlborough City Council (the "City Council") to approve the subject purchase at the Purchase Price, and an appropriation of said Purchase Price, no later than sixty (60) days of the date of the execution of this Agreement by SELLERS excluding Saturdays, Sundays and holidays. Subject to the foregoing provisions, final settlement of the parties' purchase and sale obligations hereto, including but not limited to delivery of the deed, shall occur at 10:00 A.M. on the twentieth (20th) day from said vote of the City Council, or if said date is a Saturday, Sunday or legal holiday, on the first working day thereafter, or as altered or extended by written agreement of the parties (hereinafter, "the Closing

Date” or “date of closing”). Accordingly, neither the SELLERS nor the BUYER shall be required to proceed with the closing for purchase of the Premises unless and until the City Council has authorized the purchase for the above-stated Purchase Price and appropriated said Purchase Price. In the event that the City Council votes to authorize the purchase and appropriate the Purchase Price, then the closing shall take place at Marlborough City Hall on the Closing Date unless otherwise agreed to by the parties in writing. In the event that the City Council does not approve said purchase or appropriate said Purchase Price, this Agreement shall automatically terminate and be null and void, and all deposits made hereunder by the BUYER, together with interest, if any, earned thereon, shall be paid to the SELLERS as liquidated damages without further recourse against the BUYER in any event. Within 14 (fourteen) days of the aforementioned vote of the City Council, BUYER shall notify SELLERS of said vote. It is agreed that time is of the essence of this Agreement.

- (b) On the Closing Date, BUYER’S attorney shall record the municipal lien certificate and the Deed and deliver to the appropriate parties all closing documents. It is agreed that the BUYER’S attorney shall have no liability to the SELLERS for the performance of her services in relation to the purchase and sale of the Premises, and that the performance of said services by BUYER’s attorney does not constitute an attorney-client relationship between SELLERS and BUYER’S attorney. Real estate taxes on the Premises, which shall be paid by SELLERS, shall be prorated as of the day of closing based upon the latest tax bill. SELLERS agree to pay all statutorily required transfer taxes or deed stamps relating to the sale of the Premises. Each party shall be responsible for his/her/its own legal expenses.
- (c) Before the Closing Date, BUYER shall have complied with the provisions of chapter 30B of the Massachusetts General Laws (the Uniform Procurement Act) for acquisition of real property.
- (d) In addition to the Deed, SELLER shall deliver to BUYER at the Closing, as a condition of BUYER’S obligations under this Agreement, the following:
 - i. IRS Form W-9, Taxpayer Identification Number and Certification, said form being attached herewith as Attachment “A;”
 - ii. Certificate of Non-Foreign Status pursuant to IRS Code 26 CFR 1.1445-2 said certificate being attached herewith as Attachment “B;”
 - iii. Disclosure Statement for Transaction with a Public Agency Concerning Real Property pursuant to M.G.L. c. 7C, § 38, said certificate being attached herewith as Attachment “C;”
 - iv. Tax Attestation Form pursuant to M.G.L. c. 62C, § 49A, said attestation form being attached herewith as Attachment “D;”
 - v. Municipal Lien Certificate from the City of Marlborough’s Collector; and
 - vi. Certificate of Approved Installation from the Marlborough Fire Department.

8. POSSESSION, CONDITION OF PREMISES: Full possession of said premises is to be delivered at the time of the delivery of the Deed, said premises to be in the same condition as they are now, reasonable use and wear thereof excepted. The SELLERS agree to deliver the Premises at the time of delivery free of all personal property of SELLERS not being conveyed to BUYER, including all debris and trash upon the Premises. The BUYER shall be entitled to personally inspect said Premises prior to delivery of the Deed in order to determine whether the condition thereof complies with the terms of this clause.
9. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM: If the SELLERS shall be unable to give title or make conveyance, or to deliver possession of the Premises all as herein stipulated, or if at the time of delivery of the Deed the Premises does not conform with the provisions hereof or is not completed, the SELLERS shall use reasonable efforts to remove any defects in title, provided that SELLERS shall not be required to spend in excess of \$2,500 (Two-thousand Five-hundred dollars) exclusive of voluntary encumbrances and attorney's fees, to delivery possession as provided herein, in which event the time for performance hereunder shall be extended, by written notice from the SELLERS to the BUYER, for a period designated by SELLERS in their sole discretion, not in excess of sixty (60) days, and if a shorter period than sixty (60) days is designated, SELLERS may further extend the time for performance one or more times, by written notice from the SELLERS to the BUYER, but in no event beyond such sixty (60) day period.

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

10. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, ETC.: If at the expiration of any such extended time the SELLERS 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 for said Premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then BUYER's sole and exclusive rights shall be to elect either: (a) to require that the deposit made hereunder be forthwith refunded, whereupon the deposit shall be refunded with interest and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto; or, (b) at the Closing Date or any extended time for performance, BUYER shall accept such title and possession as the SELLERS can deliver to the Premises in its then condition, and pay the Purchase Price with deduction as agreed upon by BUYER and SELLERS, in which case the SELLERS shall convey such title and deliver such possession.

11. BUYER'S ELECTION TO ACCEPT TITLE: The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLERS can deliver to the said Premises in its then condition and to pay therefor the purchase price without deduction, in which case the SELLERS 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 the SELLERS shall, unless the SELLERS have previously restored the Premises to their former condition either:
- (a) pay over or assign to the BUYER, on delivery of the Deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLERS for any partial restoration; or
 - (b) if a holder of a mortgage in 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 paid over or assigned, give to the 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 said mortgage less any amounts reasonably expended by the SELLERS for any partial restoration.
12. ACCEPTANCE OF DEED: The acceptance of the Deed by the BUYER shall be deemed to be a full performance and discharge of every agreement and obligation of SELLERS herein contained or expressed, except of this Agreement which expressly provide that any obligation of SELLERS shall survive the Time of Closing, and such as are, by the terms hereof, to be performed after the delivery of said Deed.
13. USE OF PURCHASE MONEY TO CLEAR TITLE: To enable the SELLERS to make conveyance as herein provided, the SELLERS 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 within a reasonable time following delivery of the Deed in accordance with prevailing conveyancing practices.
14. INSURANCE: Until delivery of the Deed at closing, KATHERINE A. RIBEIRO shall maintain insurance on the on said Premises as follows:

<u>Type of Insurance</u>	<u>Amount of Coverage</u>
(a) Appropriate types of coverage and endorsements for the subject premises, including but not limited to fire and casualty	KATHERINE A. RIBEIRO shall maintain coverage and endorsements in an amount sufficient to guarantee full replacement value

(b) Extended Coverage Risk of loss to remain with
KATHERINE A. RIBEIRO until delivery,
acceptance, and recording of Deed

Commencing with the Date of the Closing, the BUYER shall be responsible for maintaining insurance on the Premises.

15. ADJUSTMENTS: With respect to the Premises, real estate taxes, water and sewer charges and other municipal charges or fees, if any, shall be apportioned and full value shall be adjusted as of the Closing Date, or extended time for performance of this Agreement, and the net amount thereof shall be added to or deducted from, as the case may be, the Purchase Price payable by BUYER herein to KATHERINE A. RIBEIRO at the time of delivery of the deed. If the amount of any of the same shall not have been ascertained prior to the time for performance of this Agreement, such amount shall be estimated on the basis of the most current data then available, and the parties shall re-apportion such item after delivery of the Deed when the appropriate data shall have been ascertained. The respective obligations of the parties under this paragraph 15 shall survive delivery of the Deed.
16. BROKER'S FEE: There will be no broker's fee involved with this transaction.
17. DEPOSIT: All deposits made hereunder shall be made payable to the SELLERS, individually and separately as provided in paragraph 6. herein, to Kathrine Ribeiro, 391 Providence Road, Unit E, South Grafton, MA 01560 and to Paulo Ribeiro, P.O. Box 32, Marlborough, MA 01752, and who shall hold said deposit in escrow subject to the terms of this Agreement, and shall be duly accounted for at the time for performance of this Agreement. Said deposit shall be held in an interest-bearing escrow account or accounts with interest payable to the BUYER so long as BUYER does not default hereunder.
18. BUYER'S DEFAULT; DAMAGES: If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER, together with interest, if any, earned thereon, shall be retained by the SELLERS as liquidated damages and this shall be the SELLERS' sole remedy at law or in equity.
19. WARRANTIES AND REPRESENTATIONS: The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction, nor has it relied upon any warranties or representations not set forth or incorporated in this Agreement or previously made in writing.
20. PROPERTY SOLD "AS IS": The Premises are being conveyed "AS IS" and as shown, and no representations have been made by the SELLERS with regard to its condition except those contained in this Agreement; the BUYER and SELLERS agree that they have incorporated into this Agreement their entire understanding and that no oral statement or prior written statement made by any of them or by any person extrinsic to this Agreement shall have any force and effect.

21. COMPLIANCE WITH LAWS: This Agreement is subject to compliance with any and all applicable requirements of the Massachusetts General Laws, Special Laws, regulations and the ordinances of the City of Marlborough relative to acquisition of land by the BUYER and to the sale of land by the SELLERS. Pursuant to M.G.L. c. 43, § 30, the City is prohibited from purchasing land for a price more than twenty-five percent in excess of the average assessed valuation during the previous three years to purchase.
22. EMINENT DOMAIN TAKING TO CONFIRM & CLEAR TITLE: SELLERS hereby assent and agree to the City of Marlborough's adoption and recording of an eminent domain order of taking under chapter 79 of the Massachusetts General Laws for the purposes of confirming and clearing title to the Premises. SELLERS further agree to accept one (\$1.00) dollar as adequate compensation and damages for said confirmatory taking, and agree to execute a release for themselves, their successors and assigns releasing the City of Marlborough, its officials, employees and agents from all claims resulting from said taking, and waiving SELLERS', their successors and assigns, right to appeal or contest said taking for any reason in any forum and right, if any, to relocation assistance under M.G.L. c. 79A. Notwithstanding any of the foregoing, SELLERS' agreements and obligations under this paragraph are contingent upon the BUYER'S performance of all its obligations hereunder and payment to SELLERS of the Purchase Price and purchase of the Premises in accordance with this Agreement. The provisions of this paragraph shall survive delivery of the Deed hereunder.
23. CONSTRUCTION OF AGREEMENT: This instrument, which may be executed in multiple counterparts in accordance with paragraph 33. herein, is to be governed and 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 the SELLERS and the BUYER. If two or more persons are named herein as SELLERS, their obligation hereunder shall be joint and several. The headings used in the numbered paragraphs of this Agreement 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 thereto.
24. INSPECTION PROVISIONS: SELLERS agree to allow BUYER access to and entry onto and/or into the Premises prior to the date of performance herein under the following terms and conditions:
- (a) BUYER shall give at least 73 hours' notice to the SELLERS;
 - (b) BUYER or BUYER'S agents, employees, licenses or contractors shall indemnify and hold SELLERS harmless from any and all personal and/or property damage resulting from said access to and entry onto and/or into the Premises.

25. SELLERS' COVENANTS: SELLERS covenant and agree as follows:

- (a) Henceforth through Closing, SELLERS shall not consent to any request to make and/or extend any lease, contract, option or agreement affecting the Premises which would grant any third party any rights to such land, except with written consent of the BUYER;
- (b) Henceforth through Closing, SELLERS shall not consent to any request or cause or permit any lien, encumbrance, mortgage, deed of trust, right, restriction or easement to be placed upon or created with respect to the Premises, except with written consent of the BUYER;
- (c) Henceforth through Closing, with the exception of ordinary landscape maintenance, including but not limited to mowing of grass, raking leaves, and trimming of trees and shrubs, SELLERS shall not consent to any request to erect any structures and/or remove any vegetation, soils or minerals from the Premises or to disturb or suffer the disturbance of the existing contours and/or other natural features of the land in any way whatsoever, except with written consent of the BUYER; and
- (d) At or prior to the Closing, SELLERS shall pay in full all outstanding amounts due to third parties arising from any work or services performed at or on the Premises by such third parties and in the event that any mechanics lien or materialmen's lien is filed by any such third party in connection with such work, SELLERS hereby assent and agree to indemnify and hold harmless the City of Marlborough, its officials, employees and agents with respect to such claim.

Each of the above covenants is material and is relied upon by BUYER. Except insofar as SELLERS have advised BUYER in writing to the contrary, each of the above representations shall be deemed to have been made as of the closing and shall survive the Closing. If, before Closing, SELLERS discover any information or facts that would materially change the foregoing representations, SELLERS shall immediately give notice to BUYER of those facts and information.

26. SELLERS' REPRESENTATIONS: SELLERS represent to BUYER, that to the best of SELLERS' knowledge, that:

- (a) SELLERS have full power and authority to enter into this Agreement;
- (b) There are no parties in possession of the premises, and no work has been done on the Premises which would entitle anyone to a mechanic's lien and or to file notice of contract relating to the premises as of the date of this Agreement;
- (c) The premises are not the subject of any outstanding agreements with any party pursuant to which any such party may acquire any interest in the premises.

Neither the execution and delivery of this Agreement nor SELLERS' performance of its obligations hereunder will constitute a breach or default under any agreement to which the SELLERS are bound;

- (d) There here is no litigation or proceeding pending or threatened, that would affect a transfer of title to the Premises;
- (e) There is no evidence that Hazardous Substances, as defined herein, have been stored, generated, manufactured, disposed, transported or treated at or on the Premises. For the purposes of this Agreement, the term "Hazardous Substances" shall mean any substance that may be classified as hazardous, toxic, chemical or radioactive substance, or a contaminant or pollutant under applicable federal, state or local laws, statute, ordinance, rule or regulation (hereinafter, "Applicable Laws") or which may require any cleanup, remediation or other corrective action pursuant to such Applicable Laws;
- (f) During the SELLERS' period of ownership of the Premises, SELLERS have not used, nor will it permit the use of by any other person or entity, any portion of the Premises for the purposes of storage, generation, manufacture, disposal, transportation or treatment of any Hazardous Substance under Applicable Laws which may require any cleanup, remediation or other corrective action pursuant to such Applicable Laws; and
- (g) There are no petitions in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or other action under Federal or State bankruptcy laws pending against or contemplated by SELLERS.

Each of the above representations is material and is relied upon by BUYER. Except in so far as the SELLERS have advised BUYER in writing to the contrary, each of the above representations shall be deemed to have been made as of Closing and shall survive the Closing. If, before Closing, SELLERS discover any information or facts that would materially change the foregoing covenants, warranties or representations, SELLERS shall immediately give notice to BUYER of those facts and information.

In the event of a breach of any representation set forth in paragraph 26, prior to Closing, BUYER may elect either (i) to waive such breach and proceed to Closing with no reduction in the Purchase Price, or (ii) terminate this Agreement upon written notice to SELLERS, in which case the parties shall have no further obligations under this Agreement other than those obligations, if any, that expressly survive the termination of this Agreement.

27. TITLE STANDARD: Any title matter or practice arising under or relating to this Agreement which is the subject of a title or practice standard of The Real Estate Bar Association for Massachusetts, Inc. at the time for delivery of the Deed shall be governed by such standard to the extent applicable.

28. LEAD PAINT LAW: For premises built before 1978, BUYER acknowledges receipts of the "Department of Public Health Property Transfer Notification" regarding the Lead Law, acknowledges verbal notification of lead hazards and the provisions of the Federal and Massachusetts Lead Laws and regulations, including the right to inspect for dangerous levels of lead. Occupancy of premises containing dangerous levels of lead by a child under six years of age is prohibited, subject to exceptions permitted by law. BUYER further acknowledges that neither the SELLERS nor any real estate agent has made any representation, express or implied, regarding the absence of lead paint or compliance with any lead law, except as set forth in writing. BUYER assumes full responsibility for compliance with all laws relating to lead paint removal, if required by law, and related matters (in particular, without limitation, M.G.L. c. 111, § 197), and BUYER assumes full responsibility for all tests, lead paint removal and other costs of compliance. In order to comply with 40 CMR 745.113(a), a completed and signed Property Transfer Notice Clarification form must be provided by SELLERS to BUYER before BUYER signs this Agreement. Said Property Transfer Notice Clarification form is attached to this Agreement, being page 11. of Attachment "D" hereto.
29. CERTIFICATE OF APPROVED INSTALLATION: The SELLERS shall equip the residential structure on the Premises with approved smoke detectors and carbon monoxide detectors and furnish BUYER with Certificate of Approved Installation from the Fire Department of the City of Marlborough at the time of the delivery of the Deed, to the extent required by law, regulation or ordinance.
30. NOTICE: Whenever, by the terms of this agreement, notice shall or may be given either to BUYER or to SELLERS, such notice shall be deemed to have been given only if in writing and either delivered by hand or sent by registered or certified mail, postage prepaid, if intended for the BUYER, to:

Arthur G. Vigeant, Mayor
City of Marlborough
140 Main Street
Marlborough, MA 01752

with copy to:

Cynthia Panagore Griffin, Esq.
City of Marlborough
140 Main Street
Marlborough, MA 01752

and, if intended for the SELLERS, to:

Katherine A. Ribeiro
391 Providence Road, Unit E
South Grafton, MA 01560

and to

Paulo S. Ribeiro
P.O. Box 32
Marlborough, MA 01752

or such other address or addresses as may be specified by either party to the other by like notice. All notices shall be effective when deposited in the mail within the continental United States.

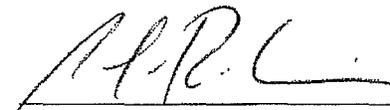
31. NEXT BUSINESS DAY: If the period by which any right, option or election must be exercised, or by which any act must be performed, or by which the Closing must be held, expires on a Saturday, Sunday, Federal or Commonwealth of Massachusetts holiday, such time shall automatically extend through the close of business on the next business day.
32. BINDING ON SUCCESSORS: This Agreement shall be binding not only upon the parties, but also upon their respective heirs, personal representatives, assigns, and other successors in interest.
33. COUNTERPARTS: This Agreement may be signed and delivered in counterparts with the same effect as if each party had signed and delivered the same copy. When each party has executed and delivered a counterpart, all counterparts together constitute one Purchase and Sale Agreement. A copy of the executed Agreement that has been faxed or sent electronically shall have the same force and effect as the original.

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

UPON SIGNING THIS DOCUMENT WILL BECOME A LEGALLY BINDING AGREEMENT, IF NOT UNDERSTOOD, SEEK ADVICE FROM AN ATTORNEY.

SELLERS:

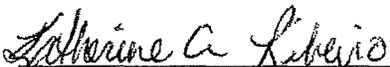
PAULO S. RIBEIRO



Paulo S. Ribeiro

Date: 12/11/17

KATHERINE A. RIBEIRO

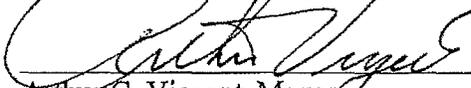


Katherine A. Ribeiro

Date: 12/11/17

BUYER:

THE CITY OF MARLBOROUGH
BY ITS DULY AUTHORIZED MAYOR:



Arthur G. Vigeant, Mayor

and not his individual capacity

Date: 12/11/17

LIST OF ATTACHMENTS

- ATTACHMENT "A"** IRS Form W-9, Taxpayer Identification Number and Certification
- ATTACHMENT "B"** Certificate of Non-Foreign Status (IRS Code, 26 CFR 1.1445-2)
- ATTACHMENT "C"** Disclosure Statement for Transaction with a Public Agency
Concerning Real Property (M.G.L. 7C, Section 38)
- ATTACHMENT "D"** Tax Compliance Attestation (M.G.L. c. 62C, Section 49A)
- ATTACHMENT "E"** Childhood Lead Poisoning Prevention Program (CLPPP)
Property Transfer Lead Paint Notification