

Extra Info
03-12-07

OFFER TO PURCHASE REAL ESTATE

Henry Deeks
(Seller and Spouse)
68 Main Street
Acton, MA 01720

Date: March 8th 2007
From the Office of: Anderson & Kraiger LLP

Property herein referred to is identified as follows: 468 Main Street Acton MA
Land with all the buildings and improvements thereon containing approximately 43,130 square feet.
All fixtures, appliances, etc. All fixtures and appliances are included in the sale.

Buyer offers to buy said property, which has been offered to me by Michelle Moran of Coldwell Banker Residential Brokerage, Acton as the Broker(s) under the following terms and conditions:

Buyer will pay therefore \$ 545,000.00 of which

CHECK ONE:
 Check, subject to collection
 Cash

- a) \$ 1,000.00 is paid herewith as a deposit to bind this Offer
- b) \$ 26,250.00 is to be paid as an additional deposit upon the execution of the Purchase and Sale Agreement provided for below.
- c) \$ 517,750.00 is to be paid at the time of delivery of the Deed in cash, or by certified, cashier's, treasurer's or bank check(s).
- d) \$
- e) \$ 545,000.00 Total Purchase Price

This Offer is good until 5:00 A.M. P.M. on March 9th, 2007 at or before which time a copy hereof shall be signed by you, the Seller and your (husband) (wife), signifying acceptance of this Offer, and returned to me forthwith, otherwise this Offer shall be considered as rejected and the money deposited herewith shall be returned to me forthwith.

The parties hereto shall, on or before 5:00 A.M. P.M. April 10th, 2007 execute the applicable Standard Form Purchase and Sale Agreement recommended by the Greater Boston Real Estate Board or any form substantially similar thereto, which, when executed, shall be the agreement between the parties hereto. (See Paragraph 2 of Rider A attached hereto)
A good and sufficient Deed, conveying a good and clear record and marketable title shall be delivered at 12:00 Noon on _____, 20____ at the appropriate Registry of Deeds, unless some other time and place are mutually agreed upon in writing.

If I do not fulfill my obligations under this Offer, the above mentioned deposit shall forthwith become your property without recourse to either party. Said deposit shall be held by Coldwell Banker RB - Acton as escrow agent subject to the terms hereof provided however that in the event of any disagreement between the parties, the escrow agent may retain said deposit pending instructions mutually given in writing by the parties. A similar provision shall be included in the Purchase and Sale Agreement with respect to any deposit held under its terms.
Time is of the essence hereof.

Disclosures: For one to four family residences, the Buyer hereby acknowledges receipt of the Home Inspectors: Facts for Consumers brochure produced by the Office of Consumer Affairs. For residential property constructed prior to 1978, Buyer must also sign Lead Paint "Property Transfer Notification." The initialed riders, if any, attached hereto are incorporated herein by reference. Additional terms and conditions, if any: See the Offer to Purchase Contingency Addendum and the rider attached hereto.

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney. WITNESS MY HAND AND SEAL

Don P. Johnson, Town Manager, Town of Acton Buyer
472 MAIN STREET, ACTON, MA. 01720 (978) 264-9612
Address/City/State/Zip Phone Numbers (Work & Home)

Receipt of deposit check for transmittal by: (Agent/Facilitator)
Check shall not be deposited unless offer is accepted.

Offer is hereby accepted upon the foregoing terms and conditions at _____ A.M. / P.M. on _____, 20____
WITNESS my (our) hand(s) and seal(s)

_____ Seller
_____ (or spouse)

RECEIPT FOR DEPOSIT

Received from Town of Acton # 00277917 Buyer the sum of \$ 1000.00 as deposit under the terms
conditions of above Offer, to be held by COLDWELL BANKER as escrow agent.

For regulations adopted pursuant to the Massachusetts license law: offers submitted to brokers or salespeople to purchase real property if they have a right to sell shall be conveyed forthwith to the owner of such real property.

Michelle Moran
Agent For Seller



OFFER TO PURCHASE CONTINGENCY ADDENDUM

The BUYER, if checked, hereby incorporates the following contingencies into this Offer to Purchase Real Estate.

MORTGAGE CONTINGENCY

~~In order to help finance the acquisition of the property, the BUYER shall apply for a conventional bank or other institutional mortgage loan of \$ _____ at prevailing rates, terms and conditions. If despite the BUYER's diligent efforts a commitment for such loan cannot be obtained on or before _____, 20____ then the BUYER shall have the option of revoking this agreement by written notice to the SELLER and/or the Broker representing the SELLER prior to the expiration of such time, whereupon all deposits made by the BUYER shall be forthwith refunded, and this agreement shall become null and void and without further recourse to either party. In no event will the BUYER be deemed to have used diligent efforts to obtain such commitment unless the BUYER submits a complete mortgage loan application conforming to the foregoing provisions on or before _____, 20____.~~

INSPECTION CONTINGENCY

The BUYER may, at the BUYER's own expense and on or before Apr 4th, 2007, have the property inspected by a duly-licensed person engaged in the business of conducting home inspections. If it is the opinion of such inspector that the property contains ~~serious~~ structural, mechanical or other defects and if the repair of such defects would cost the BUYER in the aggregate more than \$ 1,000.00, then the BUYER shall have the option of revoking the agreement by written notice to the SELLER and/or Broker representing the SELLER on or before Apr 4th, 2007. Such notice shall be accompanied by a copy of the inspector's opinion and cost estimates. * (other than defects in the roof or the rear deck)

RADON CONTINGENCY

The BUYER may, at the BUYER's own expense and on or before Apr 4th, 2007, have the property inspected for the presence of radon gas. In the event a customary test for the presence of radon gas indicates the presence of radon gas in excess of levels deemed acceptable by the federal Environmental Protection Agency, then the BUYER shall have the option of revoking the agreement by written notice to the SELLER and/or Broker representing the SELLER on or before Apr 4th, 2007. Such notice shall be accompanied by a copy of the test results.

PEST INSPECTION CONTINGENCY

The BUYER may, at the BUYER's own expense on or before Apr 4th, 2007, have the property inspected by a person engaged in the business of pest inspection and control. If it is the opinion of such inspector that the property is infested by termites or other wood boring pests, then the BUYER shall have the option of revoking this agreement by written notice to the SELLER and/or the Broker representing the SELLER on or before Apr 4th, 2007. Such notice shall be accompanied by a copy of the inspector's opinion and any related inspection report.

LEAD PAINT CONTINGENCY ADDENDUM

~~The BUYER may, at the BUYER's own expense and within ten (10) days after the acceptance of this agreement, have the property professionally inspected for the presence of paint, plaster or other accessible materials containing dangerous levels of lead (as such terms are defined by applicable Massachusetts laws and regulations). A copy of the inspector's report shall be furnished to the SELLER upon receipt by the BUYER. If it is the opinion of such inspector that any such materials are present on the property, then the BUYER shall have the option of revoking this agreement by written notice to the SELLER and/or the Broker representing the SELLER prior to the expiration of such time.~~

In the event the BUYER revokes the agreement consistent with the terms of the above selected Contingencies, then any deposits made by the BUYER shall be forthwith refunded, and this agreement shall be null and void and without further recourse to either party.

Initials: SELLER (or Spouse) _____ SELLER _____
BUYER DPJ _____ BUYER _____
Broker(s) _____



RIDER A

Offer to Purchase Real Estate
468 Main Street, Acton, Massachusetts

Date: March 8, 2007

1. In conjunction with the acceptance hereof, Seller shall complete the disclosure of beneficial interest form that is attached hereto as Exhibit A as required under Massachusetts General Laws Chapter 7, Section 40J. Seller shall deliver the completed form to Buyer with the accepted offer so that Buyer may duly file such form with the Division of Capital Asset Management and Maintenance of Massachusetts as required by law.
2. Notwithstanding anything set forth herein to the contrary, this Offer is expressly contingent upon the execution of a binding, mutually acceptable Purchase and Sale Agreement. In accordance with Massachusetts General Laws Chapter 30B, Section 16(e)(2), the Town of Acton cannot enter into a binding Purchase and Sale Agreement to acquire the property until the notification process for unique real property acquisitions that is described in Massachusetts General Laws Chapter 30B, Section 16(e)(2) has been completed. The Town of Acton will use diligent efforts to complete this process as soon as possible.
3. The purchase of this property is contingent upon the approval of the 2007 Acton Annual Town Meeting and the completion of funding at the Town level. So long as the purchase is duly approved and funding is duly completed, a good and sufficient Deed, conveying a good and clear record and marketable title, shall be delivered at 12:00 Noon at the Middlesex South Registry of Deeds on the first business day that is ten (10) days after written notice from BUYER to SELLER to establish the closing date (the "Closing Date"). Notwithstanding anything set forth herein to the contrary, the Closing Date shall occur no later than thirty (30) days after the applicable Town Meeting vote (the "Closing Deadline"); provided, however that Seller can extend the Closing Deadline for an additional thirty (30) days through written notice from Seller to Buyer before said date. If this purchase is not approved and the funding not completed by the Closing Deadline, as such deadline may be extended hereunder, this Offer shall automatically terminate, Buyer shall be entitled to a full refund of Buyer's deposit hereunder and this Offer shall be null and void and without recourse to the parties hereto.
4. Buyer shall conduct Buyer's due diligence with respect to the property (other than title research and except as specifically provided otherwise herein) prior to the execution of the Purchase and Sale Agreement. If the results of that due diligence are unsatisfactory to Buyer, in Buyer's sole discretion, Buyer shall be entitled to terminate this Offer by written notice to Seller prior to the execution of the Purchase and Sale Agreement. Upon any termination as provided above, Buyer shall be entitled to a full refund of Buyer's deposit hereunder and this Offer shall be null and void and without recourse to the parties hereto.
5. Buyer shall be entitled to access the property at reasonable times upon reasonable prior written or telephone notice to Seller to inspect the condition of the property. Any such access shall be in the presence of Seller or Seller's agents, unless otherwise permitted by Seller, and any inspection performed hereunder shall be non-invasive unless the Seller consents.
6. At the time of the closing, the property is to be delivered vacant, broom clean and free of all personal belongings and possessions not being transferred to Buyer.
7. If the parties shall fail to agree upon and to execute a mutually acceptable Purchase and Sale Agreement before the April 10, 2007 deadline referenced above, this Offer shall automatically terminate without recourse to the parties hereto unless such deadline is extended.

8. All notices required or permitted to be given hereunder shall be in writing and delivered by hand or sent by Federal Express or other recognized overnight delivery service or by facsimile:

in case of notice to SELLER, to:

TEL: _____
FAX: _____

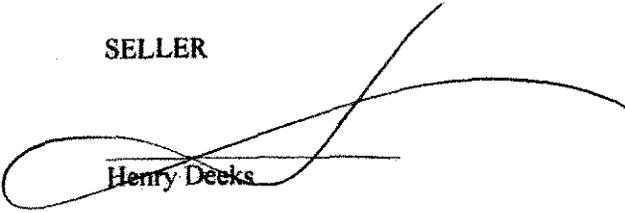
in case of notice to BUYER, to:

Don P. Johnson
Town Manager
Town of Acton
472 Main Street
Acton, MA 01720
TEL: (978) 264-9612
FAX: (978) 264-9630

Any such notice shall be deemed given when so delivered by hand or, if sent by Federal Express or other recognized overnight delivery service, on the next business day after deposit with said delivery service, or if by facsimile, on the same business day.

Executed as of the date first set forth above.

SELLER


Henry Deeks

BUYER

Town of Acton

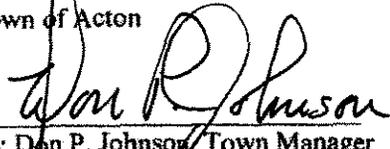

by: Don P. Johnson, Town Manager

EXHIBIT A

TOWN OF ACTON

DISCLOSURE STATEMENT FOR ACQUISITION OF REAL PROPERTY

(DISCLOSURE OF BENEFICIAL INTEREST)

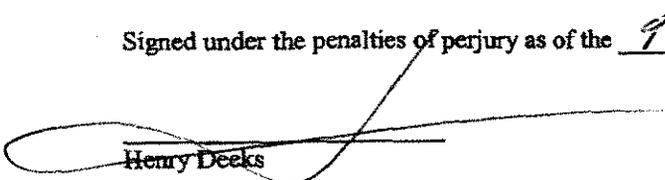
For the acquisition of real property by the Town of Acton, the undersigned Henry Deeks does hereby disclose, for the purposes of Massachusetts General Laws Chapter 7, Section 40J, the following:

1. Property: 468 Main Street in Acton as described in the deed that is attached hereto
2. Seller: Henry Deeks
3. Purchaser: Town of Acton
4. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the property as sellers:

Henry Deeks
7 River Street Road
Ashburnham, Massachusetts

5. None of the above-mentioned persons is an employee of or an official elected to public office in the Commonwealth of Massachusetts.

Signed under the penalties of perjury as of the 7th day of ~~December, 2006~~ MARCH, 2007.


Henry Deeks