

PURCHASE AND SALE AGREEMENT

As of this ___ day of April, 2016 (the "Effective Date"):

1. Parties and Mailing Addresses:

William D. Chisholm, having an address of 390 Goodrich Street, Lunenburg, Massachusetts 01462 (the "SELLER"), agrees to SELL and

The Town of Acton, by and through its Board of Selectmen, having an address of 472 Main Street, Acton, Massachusetts 01720 (the "BUYER"), agrees to BUY, upon the terms set forth herein, the following described premises:

2. Description:

A certain parcel of vacant land of approximately 11.94 acres identified as Parcel 200 on the Town of Acton Atlas Map G2, and identified in that certain deed (the "Seller's Deed") dated February 21, 2012 and recorded at the Middlesex South Registry of Deeds (the "Registry") in Book 58521, Page 358, and also shown as "Lot 2" on the plan recorded as Plan 36 of 2012 (the "Property"). A copy of Seller's Deed is attached hereto as Exhibit A.

3. Title Deed:

The Property is to be conveyed by a good and sufficient quitclaim deed running to BUYER, and said deed shall convey good and clear record and marketable title thereto, free from encumbrances, except:

- (a) Provisions of existing zoning laws;
- (b) 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 date of this Agreement; and
- (d) Easements, restrictions and reservations of record, so long as they do not interfere with BUYER's anticipated or proposed use of the Property, which is municipal, conservation and recreation purposes.

4. Purchase Price:

The agreed purchase price for the Property is Four Hundred and Thirty Thousand (\$430,000.00) Dollars (the "Purchase Price"), of which

\$ 1,000.00 has been paid as a deposit this day (the "Deposit");

\$ 429,000.00

is to be paid at the time of delivery, acceptance and recording of the deed by certified, cashier's, treasurer's or bank check(s), conveyancing attorney's IOLTA check or wire.

\$ 430,000.00

TOTAL

5. Time for Performance; Delivery of Deed:

Such deed is to be delivered at 10:00 A.M. on the 15th day of June, 2016 (the "Closing Date") at the office of the Acton Town Manager at 472 Main Street, Acton, Massachusetts 01720. It is agreed that time is of the essence of this Agreement.

6. Possession and Condition of Property:

Full possession of the Property free of all tenants and occupants is to be delivered at the time of the delivery of the deed, the Property to be then in compliance with provisions of any instrument referred to in Paragraph 3 hereof. The BUYER shall be entitled to personally inspect the Property prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

7. Extension to Perfect Title or Make Property Conform:

If at the time for performance of this Agreement SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Property, all as herein stipulated, or if at the time of the delivery of the deed the Property does not conform with the provisions hereof, as the case may be; (a) SELLER shall give written notice thereof to BUYER at least three (3) days before the time for the delivery of the deed, (b) SELLER shall use diligent, good faith efforts to remove any defects in title or to deliver possession as provided herein or to make the Property conform to the provisions hereof, and (c) upon the delivery of the notice mentioned above, the Closing Date shall be extended for a period of up to thirty (30) days, provided, however, that such extension period shall be for as short a period as is required by SELLER to effect such necessary cure to the title or condition of the Property. SELLER's diligent good faith efforts hereunder shall not require SELLER to expend more than \$5,000.00, exclusive of sums paid to discharge mortgages, monetary liens and/or municipal charges.

8. Failure to Perfect Title or Make The Property Conform:

If, at the expiration of the extended time provided in Paragraph 7 above, despite SELLER's diligent and good faith efforts, SELLER shall have failed so to remove any defects in title, deliver possession, or make the Property conform, as the case may be, all as herein agreed, then any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

9. BUYER's Election to Accept Title:

BUYER shall have the election, at either the original Closing Date or any extended Closing Date, to accept such title as SELLER can deliver to the Property in its then condition and to pay therefor the Purchase Price without deduction, in which case the SELLER shall convey such title to BUYER.

10. Acceptance of Deed:

The acceptance and recording of a deed, as is customary and without undue delay, by BUYER shall be deemed to be the full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

11. Use of Purchase 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, with respect to institutional mortgages only, as soon as possible thereafter in accordance with applicable laws and conveyancing practices.

12. Deposit:

The Deposit made hereunder shall be held in escrow by the law firm of Anderson & Kreiger LLP (the "Escrow Agent") in accordance with the terms and conditions of this Paragraph 12 and the agreement affixed hereto as Exhibit B (the "Escrow Agreement").

13. BUYER's Default; Damages:

If BUYER shall fail to fulfill BUYER's agreements herein, all deposits made hereunder by BUYER shall be paid to SELLER as liquidated damages and this shall be SELLER's sole and exclusive remedy at law or in equity for any breach of this Agreement by the BUYER.

14. Adjustments:

Taxes for the then current fiscal year shall be apportioned as of the day of 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 to the BUYER at the time of delivery of the deed.

15. Adjustment of Un-assessed and Abated Taxes:

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained. If the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between

the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

16. Due Diligence Period:

The BUYER shall have a due diligence period of sixty (60) days commencing on the Effective Date (the “Due Diligence Period”), during which the BUYER shall have full opportunity to inspect, take measurements, conduct surveys, perform tests, show the Property to contractors, architects, surveyors, engineers and insurers, and make legal, engineering and other reviews or investigations of the Property, including, without limitation, title analysis, environmental site assessments, soil and groundwater tests, well drilling, percolation tests, property surveys, and evaluations of utilities.

Prior to expiration of the Due Diligence Period, the BUYER shall deliver written notice (the “Title Objection Notice”) to the SELLER specifying any objections that BUYER may have to any title matters relating to the Property. Promptly after the receipt of the Title Objection Notice, SELLER shall use diligent, good faith efforts to address any objections raised by BUYER to BUYER’s reasonable satisfaction prior to the Closing Date. In the event that, despite SELLER’s diligent and good faith efforts, SELLER cannot substantially address any objections as provided above prior to the Closing Date, SELLER’s right to extend the closing as set forth in Paragraph 7 hereof shall automatically be waived for the matters identified in the Title Objection Notice.

If BUYER fails to deliver the Title Objection Notice prior to the expiration of the Due Diligence Period, BUYER shall be deemed to have waived its rights to object to the status of the title to the Property, subject however to BUYER’s right to provide a supplementary Title Objection Notice at any time up to the Closing Date respecting those defects in title arising after the expiration of the Due Diligence Period.

The SELLER shall cooperate with the BUYER to give the BUYER access to the Property during the Due Diligence Period.

If the BUYER is not satisfied in its sole judgment with any of the information obtained by the BUYER while conducting the due diligence identified above (other than title objection issues that are controlled by the second and third paragraphs of this section), then the BUYER shall have the right to terminate this Agreement by written notice to the SELLER at any time or prior to 5:00 p.m. on the last day of the Due Diligence Period.

17. No Hazardous Substances:

SELLER represents to BUYER without making inquiry and without independent investigation that SELLER has no personal knowledge of:

- (i) the release of any oil or hazardous materials on or from the Property or any such release near the Property that has impacted the Property;
- (ii) there are no underground fuel storage tanks or other subsurface facilities holding oil or hazardous materials currently in use or previously abandoned on the Property (including, without limitation any underground waste oil tank).

As used in this Agreement, the terms “release,” “oil” and “hazardous material” shall have the meanings given to them in Massachusetts General Laws chapter 21E.

18. Title:

It is understood and agreed by the parties that the Property shall not be in conformity with the title provisions of this Agreement unless:

- A. No building, structure or improvement of any kind belonging to any other person or entity encroaches upon or under said Property;
- B. Title to the Property is insurable at normal title insurance premium rates, for the benefit of BUYER by a nationally-recognized title insurance company upon delivery from SELLER to BUYER of the deed contemplated by this Agreement and upon recordation of such deed, by an owner’s title insurance policy (on the current ALTA form) insuring fee title in BUYER free from all exceptions other than those exceptions set forth in Paragraph 3 or elsewhere in this Agreement; and
- C. Certificates of Compliance for any outstanding Orders of Conditions pertaining to wetlands have been recorded or delivered for recording at closing.

19. Access:

BUYER and its agents shall have the right of access to the Property prior to the Closing Date for the purpose of inspecting the condition of the Property. BUYER shall hold SELLER harmless from any liability or damage on account of or arising out of its access to the Property as aforesaid.

20. Notices:

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 (with proof of transmission):

in case of notice to SELLER, to: William D. Chisholm
390 Goodrich Street
Lunenburg, MA 01462

with a copy to: Steve Marsh
360 Massachusetts Avenue
Suite 200
Acton, MA 01720

in case of notice to BUYER, to: Town of Acton

472 Main Street
Acton, MA 01720
Attn: Town Manager

with copies to:

Stephanie B. Dubanowitz and Alexandra A.
Mitropoulos
Anderson & Kreiger LLP
One Canal Park, Suite 200
Cambridge, MA 02141
Tel: 617.621.6526
Fax: 617.621.6626

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 (with proof of transmission), on the same business day.

21. REBA Standards:

Any matter or practice arising under or relating to this Agreement that is the subject of a title or practice standard of the Massachusetts Real Estate Bar Association shall be governed by such standard to the extent applicable, unless specifically provided otherwise in this Agreement.

22. SELLER Delivery of Closing Documents:

SELLER shall cooperate with BUYER by executing, acknowledging, swearing to the truth of the contents and delivering such instruments as may reasonably and customarily be required by BUYER's title insurance company and/or BUYER's attorney in conjunction with the closing.

23. Extensions:

By executing this Agreement, BUYER and SELLER hereby grant to their respective attorneys the actual authority to bind them by facsimile for the limited purpose of allowing them to grant extensions hereunder, and BUYER and SELLER shall be able to rely upon the signatures of said attorneys as binding unless they have actual knowledge that either party has disclaimed the authority granted herein to bind them.

24. Efforts to Cure Title or Condition of the Property:

SELLER shall use diligent, good faith efforts to deliver the Property and the title thereto as provided herein by the Closing Date.

25. Suits or Judgments:

SELLER represents and warrants to BUYER that SELLER has no notice or knowledge of any suits or judgments in relation to the Property. The provisions of this paragraph shall survive the delivery of the deed for the Property or the early termination hereof.

26. Brokers:

SELLER and BUYER each warrant and represent to the other that neither has dealt with any real estate broker, salesperson, finder, or other person entitled to a commission or fee in connection with the negotiation or execution of this Agreement or the consummation of the transaction contemplated hereby. This paragraph shall survive delivery of the deed for the Property or the early termination hereof.

27. Disclosure of Beneficial Interest Form:

SELLER shall provide within three (3) days of execution of this Agreement, the disclosure of beneficial interest form that is attached hereto as Exhibit C as required under G.L. c. 7C, sec. 38. The Town will promptly file this form with the Division of Capital Asset Management of Massachusetts.

28. Municipal Purposes:

BUYER is acquiring the Property for municipal, conservation and recreation purposes. BUYER may elect to acquire the Property through one or more deeds for portions of the Property running to one or more municipal entities, boards or commissions upon notification to SELLER at least seven (7) days before the deed or deeds are to be delivered as herein provided.

29. Municipal Approvals and Processes:

Notwithstanding anything set forth herein to the contrary, BUYER's obligations hereunder are and this Agreement is expressly subject to and contingent upon the approval of the Acton Town Meeting, the Acton Board of Selectmen and all other municipal approvals that are required for the purchase of the Property ("Municipal Approvals"), including without limitation, any necessary approvals for using funds under the Community Preservation Act and the completion by the Town of the notification process for unique real property acquisitions that is described in Massachusetts General Laws Chapter 30B, Section 16(e) to the Town of Acton's reasonable satisfaction. BUYER and SELLER hereby agree that BUYER will submit a notice of unique real property acquisition to the Central Register for publication as soon as possible upon execution of this Agreement. In the event that BUYER has not secured all required Municipal Approvals for the acquisition of the Property by the Closing Date, BUYER shall be entitled to terminate this Agreement through written notice to SELLER or extend the Closing Date for thirty (30) days through written notice to SELLER. If BUYER has not secured all required Municipal Approvals for the acquisition of the Property by the Closing Date, as so extended, BUYER shall be entitled to terminate this Agreement through written notice to SELLER.

30. Buyer Termination:

In the event of any termination of this Agreement because of any default by SELLER, then the Deposit made under this Agreement shall be forthwith refunded in accordance with the Escrow Agreement, and only with respect to a willful default by SELLER, BUYER shall be entitled to pursue all remedies available to it in law and in equity, including without limitation specific performance. The exercise of one or more of such rights or remedies shall not impair BUYER's right to exercise any other rights or remedy.

31. Liability of Trustee, Shareholder, Beneficiary, etc.:

BUYER is executing this Agreement in a representative or fiduciary capacity, and only the principal or the estate represented shall be bound; Neither BUYER in so executing, nor any shareholder, board member or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

32. Severability:

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect, and in the place of such invalid or unenforceable provision there shall be substituted a like, but valid and enforceable provision, which comports to the findings of the aforesaid court and most nearly accomplishes the original intention of the parties.

33. Signatures:

Each party to this Agreement agrees that delivery of an executed signature page of this Agreement to the other party (or its attorney) by facsimile or other electronic transmission shall be binding on each of the parties as if the original of such facsimile or other electronic transmission had been delivered to the other party.

34. Construction of Agreement:

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both SELLER and BUYER. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

[Remainder of page intentionally left blank.]

In witness whereof, the parties hereto affix their hands and seals as of the date first set forth above.

BUYER:

TOWN OF ACTON
BOARD OF SELECTMEN

SELLER:

WILLIAM D. CHISHOLM

Katie Green

Peter J. Berry

Janet K. Adachi

Frances J. Osman

Chingsung Chang

Exhibit A

DEED

(attached)

EXHIBIT B

ESCROW AGREEMENT

WHEREAS, William D. Chisholm (“Seller”) and The Town of Acton, by and through its Board of Selectman (“Buyer”), have entered into a Purchase and Sale Agreement dated _____, 2016 (the “Purchase and Sale Agreement”) for the purchase of the property at 176 Central Street, Acton, Massachusetts (the “Property”);

WHEREAS, the parties have agreed to place the deposit of one thousand (\$1,000.00) Dollars paid by the Buyer in conjunction with the execution of the Purchase and Sale Agreement (the “Escrow Sum”) in escrow as set forth in Paragraph 12 of the Purchase and Sale Agreement;

WHEREAS, the parties have agreed to deposit the Escrow Sum with the law firm of Anderson & Kreiger LLP (the “Escrow Agent”) in conjunction with the closing of the sale of the Property;

NOW THEREFORE, the parties hereto hereby agree as follows:

1. Buyer, Seller and the Escrow Agent agree to comply with the terms of Paragraph 12 of the Purchase and Sale Agreement for the purposes hereof.
2. As provided in Paragraph 12 of the Purchase and Sale Agreement, the Escrow Sum shall be retained by the Escrow Agent in an interest-bearing escrow account. This deposit shall be held in accordance with the terms set forth below:
 - a) In the event of a dispute relating to the Escrow Sum, the Escrow Agent shall have the right to retain all or any portion of the Escrow Sum pending the receipt of written instructions agreed to and signed by Seller and Buyer or receipt of a court order directing the distribution of the Escrow Sum after all appeals therefrom have been taken or appeals periods relating thereto have expired. In the alternative, the Escrow Agent may resign at any time by transferring the Escrow Sum to a successor escrow agent reasonably acceptable to Seller and Buyer, which successor agrees in writing to act as escrow agent.
 - b) Buyer and Seller jointly and severally agree to indemnify and hold the Escrow Agent harmless for any and all costs and expenses, including reasonable attorney’s fees, incurred in connection with any dispute concerning the Escrow Sum.
 - c) The duties and responsibilities of the Escrow Agent shall be limited to those expressly set forth herein and in Paragraph 12 of the Purchase and Sale Agreement, and the Escrow Agent shall not be subject to, nor obligated to recognize, any other agreement between, or direction or instructions of, any or all of the parties hereto.
 - d) The Escrow Agent, in its sole discretion, may institute legal proceedings of any kind, including, but not limited to, a legal proceeding in any court of competent jurisdiction, to determine the obligations of the parties hereunder and to deposit the Escrow Sum in such court; and upon such deposit and institution of legal proceedings, the duties of the Escrow Agent shall be fully terminated and the Escrow Agent shall be fully discharged from all such duties. The Escrow Agent shall not be required to institute or defend any

administrative, arbitral, judicial or other action or legal process involving any matter referred to herein which in any manner affects it or its duties or liabilities hereunder unless and until it has received full indemnity to the extent permitted by law as it shall in its sole discretion require against any and all claims, liabilities, judgments, attorneys' fees and other costs and expenses of any and every kind in relation thereto.

- e) In taking any action hereunder, the Escrow Agent shall be protected and may rely upon any notice, paper or document or signature believed by it to be genuine or upon any evidence deemed by it to be sufficient. In no event shall the Escrow Agent be liable for any act performed or omitted to be performed by it hereunder in the absence of gross negligence or willful misconduct, and in no event shall it be liable or responsible for any failure of any banking institution in which the Escrow Sum is deposited to pay such Escrow Sum at the Escrow Agent's direction.
 - f) The Escrow Agent shall not be under a duty to give the property held hereunder a greater degree of care than the Escrow Agent gives its own similar property. The tax identification numbers of the parties hereto shall be furnished to the Escrow Agent on request.
 - g) The rights and immunities of the Escrow Agent hereunder shall apply equally to its partners, of counsel, associates, employees, affiliates and agents.
 - h) Seller and Buyer agree that Anderson & Kreiger LLP's status as Escrow Agent shall not affect its ability to act as the Buyer's counsel in the event a dispute arises regarding the Escrow Sum, or any other dispute under this Escrow Agreement or with respect to the sale of the Property, and Seller and Buyer hereby waive any current or future conflict of interest which may result from the same.
 - i) This Agreement sets forth exclusively the duties of Escrow Agent with respect to any and all matters pertinent hereto and no implied duties or obligations shall be read into this Escrow Agreement against Escrow Agent.
3. Buyer and Seller shall each execute and deliver to the Escrow Agent original IRS Form W-9s in the form attached hereto in order for the Escrow Agent to place the Escrow Sum in an interest-bearing account in accordance with the terms of Paragraph 12 of the Purchase and Sale Agreement. The Escrow Agent shall have no obligation to obtain executed W-9 forms from the Buyer and Seller, and no interest shall accrue unless fully executed, original W-9's are received by the Escrow Agent. Until that time, the Escrow Sum will be deposited in Escrow Agent's IOLTA account.

[The remainder of this page has been intentionally left blank.]

This document is executed under seal as of this __ day of _____, 2016.

BUYER:
TOWN OF ACTON
BOARD OF SELECTMEN

SELLER:
WILLIAM D. CHISHOLM

Katie Green

Peter J. Berry

Janet K. Adachi

Franny J. Osman

Chingsung Chang

ANDERSON & KREIGER LLP, as Escrow Agent

By: _____

EXHIBIT C

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) REAL PROPERTY: Parcel 200, Town of Acton Atlas Map G2

(2) TYPE OF TRANSACTION, AGREEMENT, or DOCUMENT: Sale of property

(3) PUBLIC AGENCY PARTICIPATING in TRANSACTION: Town of Acton, acting on behalf of its Board of Selectmen

(4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY (IF NOT AN INDIVIDUAL):
William D. Chisholm

(5) ROLE OF DISCLOSING PARTY (Check appropriate role):

Lessor/Landlord Lessee/Tenant

Seller/Grantor Buyer/Grantee

Other (Please describe): _____

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

NAME

RESIDENCE

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

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY**

M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)

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

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

(9) This Disclosure Statement is hereby signed under penalties of perjury.

PRINT NAME OF DISCLOSING PARTY (from Section 4, above)

AUTHORIZED SIGNATURE of DISCLOSING PARTY

DATE (MM / DD / YYYY)

PRINT NAME & TITLE of AUTHORIZED SIGNER

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

INSTRUCTION SHEET

NOTE: The Division of Capital Asset Management and Maintenance (DCAMM) shall have no responsibility for insuring that the Disclosure Statement has been properly completed as required by law. Acceptance by DCAMM of a Disclosure Statement for filing does not constitute DCAMM's approval of this Disclosure Statement or the information contained therein. Please carefully read M.G.L. c. 7C, s. 38 which is reprinted in Section 8 of this Disclosure Statement.

Section (1): Identify the real property, including its street address, and city or town. If there is no street address then identify the property in some other manner such as the nearest cross street and its tax assessors' parcel number.

Section (2): Identify the type of transaction to which this Disclosure Statement pertains --such as a sale, purchase, lease, etc.

Section (3): Insert the exact legal name of the Public Agency participating in this Transaction with the Disclosing Party. The Public Agency may be a Department of the Commonwealth of Massachusetts, or some other public entity. Please do not abbreviate.

Section (4): Insert the exact legal name of the Disclosing Party. Indicate whether the Disclosing Party is an individual, tenants in common, tenants by the entirety, corporation, general partnership, limited partnership, LLC, or other entity. If the Disclosing Party is the trustees of a trust then identify the trustees by name, indicate that they are trustees, and add the name of the trust.

Section (5): Indicate the role of the Disclosing Party in the transaction by checking one of the blanks. If the Disclosing Party's role in the transaction is not covered by one of the listed roles then describe the role in words.

Section (6): List the names and addresses of every legal entity and every natural person that has or will have a direct or indirect beneficial interest in the real property. The only exceptions are those stated in the first paragraph of the statute that is reprinted in Section 8 of this Disclosure Statement. If the Disclosing Party is another public entity such as a city or town, insert "inhabitants of the (name of public entity)." If the Disclosing Party is a non-profit with no individual persons having any beneficial interest then indicate the purpose or type of the non-profit entity. If additional space is needed, please attach a separate sheet and incorporate it by reference into Section 6.

Section (7): Write "none" in the blank if none of the persons mentioned in Section 6 is employed by DCAMM. Otherwise list any parties disclosed in Section 6 that are employees of DCAMM.

Section (8): The individual signing this statement on behalf of the Disclosing Party acknowledges that he/she has read the included provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts.

Section (9): Make sure that this Disclosure Statement is signed by the correct person. If the Disclosing Party is a corporation, please make sure that this Disclosure Statement is signed by a duly authorized officer of the corporation as required by the statute reprinted in Section 8 of this Disclosure Statement.

This completed and signed Disclosure Statement should be mailed or otherwise delivered to:

Deputy Commissioner for Real Estate
Division of Capital Asset Management and Maintenance
One Ashburton Place, 15th Floor, Boston, MA 02108