

City of Gloucester

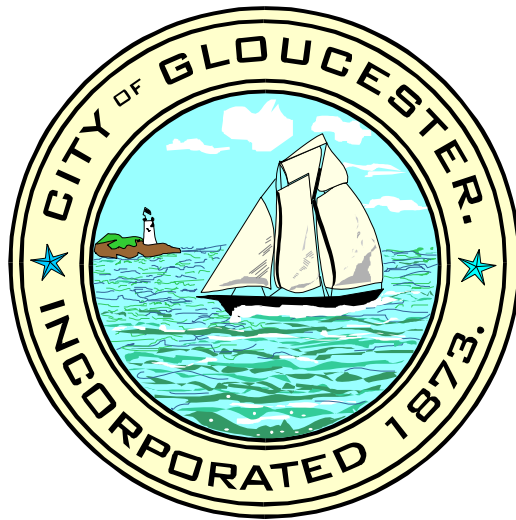
Office of the Purchasing Agent

City Hall, 9 Dale Avenue

Gloucester, Massachusetts 01930

Telephone 978 281 9710 Fax 978 281 8763

www.gloucester-ma.gov



REQUEST FOR PROPOSALS #13138

SALE OF

6 Stanwood Street

Gloucester, MA

Request for Proposal Available: October 23, 2013

Proposal Submission Deadline: November 25, 2013 @ 11:00 am

SECTION 1: NEWSPAPER ADVERTISING

To: Cape Ann Beacon

From: Donna Compton, Purchasing Agent

Date: October 9, 2013

Re: **Please run this ad on Fri., November 8, 2013 and again on Friday, November 15, 2013**

**CITY OF GLOUCESTER, MA.
REQUEST FOR PROPOSALS # 13138
Sale of 6 Stanwood Street**

Pursuant to M.G.L.c 30B, the City is seeking proposals for the Sale of City owned land and building located at 6 Stanwood Street, shown on assessor's map 111, lot 8. The property is listed as 5,080 sf lot area, 1756 sf living area. The City seeks to continue the current type of services rendered to residents by requiring that the property be utilized for emergency radio communication services. The RFP package will be available on **October 23, 2013** at the Office of the Purchasing Agent. Proposals must be received and will be opened at the Office of the Purchasing Agent, City Hall, 9 Dale Ave., Gloucester, MA 01930 no later than **November 25, 2013 @ 11:00 am**. The City reserves the right to reject any and all proposals, or to accept that which is deemed in the best interest of the City. **The City shall not be responsible for proposals arriving late due to couriers, deliveries to wrong locations, express mailing services, etc.**

Donna Compton
Purchasing Agent

SECTION 2: CENTRAL REGISTER POSTING on October 23, 2013

CITY OF GLOUCESTER, MA
REQUEST FOR PROPOSALS #13138
Sale of 6 Stanwood Street

SECTION 3: INTRODUCTION:

Pursuant to M.G.L.c 30B, the City of Gloucester requests sealed proposals for the sale of a fee interest in City owned land and building located at 6 Stanwood Street, Gloucester, MA for as long as the bidder is in existence and remains the owner of the property, the fee shall thereafter revert to the City of Gloucester. The property is known as 6 Stanwood Street, Gloucester, Massachusetts and also known as the CAARA building. The property offered for sale includes the building and grounds. The property is offered as is, it is incumbent upon any bidder to undertake its due diligence regarding the lot size, any restrictions on the property and permitting requirements to use the property as offered. The city makes no representations regarding the lot size, encumbrances upon the property or the permitting requirements to use the property as offered. The City seeks to have services rendered to residents by requiring that the property be utilized for a Emergency Radio Communication Services. The Purchasing Agent has issued this RFP after determining that the selection of the most advantageous offer requires comparative judgment of these factors. The **successful** proposer shall submit a \$200 payment for administrative costs. The payment should be by check.

SECTION 4: RFP AVAILABILITY/DEADLINE

The Request for Proposal package will be available on **October 23, 2013** at the Office of the Purchasing Agent. Proposals must be received and will be opened at the Office of the Purchasing Agent, City Hall, 9 Dale Ave., Gloucester, MA 01930 no later than **November 25, 2013 @ 11:00 am**.

SECTION 5: LOT DESCRIPTION: shown on assessor's map 111, lot 8.

The property is listed as: **5,080 SF lot area**

The building is listed as: **1,756 SF living area**

SECTION 6: ZONING: R-10, The successful bidder is responsible for obtaining all permits necessary to use the premises in accordance with this RFP.

SECTION 7: RESTRICTIONS:

Use of the property is restricted to providing essential emergency radio communication response services for Gloucester and the Region in the Civil Defense Area. If the successful bidder fails to obtain all necessary permits to use the property as an emergency radio communication building, the property shall revert to City.

SECTION 8: RFP TERMS AND CONDITIONS:

1. The City reserves the right to reject any and all proposals, or to accept that which is deemed in the best interest of the City of Gloucester, Massachusetts.
2. The City shall not be responsible for proposals arriving late due to couriers, deliveries to wrong locations, express mailing services, etc.
3. All proposals must comply with the provisions of Massachusetts General Laws chapter 30B and any other applicable Federal, State and Municipal laws and/or ordinances.
4. The City reserves the right to issue addenda to this RFP. If it becomes necessary to revise any part of this RFP, addenda will be provided in writing to all prospective offerors who have requested a copy of this RFP. The addenda shall be deemed a part of this RFP.
5. Offeror's responses to this RFP may be modified only by written and sealed communication with the Office of the Purchasing Agent. Any such written and sealed communication must be received by the Office of the Purchasing Agent before the deadline for proposal submission. Proposals submitted in response to this RFP may be withdrawn only by communicating the intent to withdraw a proposal in a written and sealed communication to the Office of the Purchasing Agent before the deadline for submission.
6. By submission of a proposal, the offeror agrees, if its proposal is accepted: to enter into a contract with the City that incorporates all the requirements of this RFP. The offeror further accepts all of the terms and conditions of this RFP.

SECTION 9: PROPOSAL SUBMISSION REQUIREMENTS:

1. The timetable for the City to issue a purchase and sales agreement is, as soon as possible after the bid opening, but within 45 days. If additional time is required, an addenda will be issued and authorized by the mutual assent of the City and bidder.
2. Each proposer must include a signed "Non-Collusion Statement". The City will reject any bid for failure to submit the signed "Non-Collusion Statement".

3. Each proposer must complete the "Reference Form" included in the RFP. Proposers are required to show a minimum of five years of successfully operating Emergency Radio Communication Services. This form is part of the evaluation criteria.
4. **Proposals must be submitted in a sealed package in the following manner:**
 - A. **Package:** Clearly mark (label) on the envelope
 - RFP # 13138
 - Sale: 6 Stanwood Street
 - Proposer's name and address
 - Opening date: November 25, 2013
 - Time of opening: 11:00 am
 - B. **Include in Package:** Five copies of your Proposal, including, but not limited to:
 1. A description of the method the applicant intends to use to manage the project, if awarded the contract.
 2. Description of the qualifications of the key participants whom the Proposer plans to utilize.
 3. Any other information the Proposer considers relevant
 4. Non-Collusion Statement
 5. References

SECTION 10: PROPOSAL EVALUATION:

This section describes the criteria and process to be used by the City of Gloucester in evaluating proposals received in response to the RFP. All proposals will be evaluated by the City of Gloucester.

SECTION 11: MINIMUM CRITERIA:

The City of Gloucester will conduct a preliminary review of each proposal to determine whether it meets the minimum criteria listed below. Proposals that do not meet these minimum criteria **may** be disqualified from further consideration

1. The proposal includes all information required in this Request for Proposal
2. The proposers agrees to meet the City of Gloucester's sale terms.
3. The proposal meets the City's identified need for Emergency Radio Communication Services.

The City of Gloucester will be evaluating all Proposals to qualify them as being responsible and responsive to the requirements of the RFP. All Proposals **must include** the following elements to be considered valid for this property sale:

1. **Description of Proposer and Affiliates**
A description of the Proposer Buyer whether an individual, Corporation, Partnership, Trust, etc. If the Proposer is a team, include a list of members.
2. **Proposer Contact Information**
Include the primary contact name, address, phone and fax number. Provide the address, contact name and phone number for each member of the Proposer's team.
3. **Bid Price Sheet**
The Proposal must clearly state in written word and numerical form the amount of the bid. The City of Gloucester reserves the right to reject any and all bids. The City of Gloucester has established a minimum bid price of \$2,300.00.
4. **Evidence of Financial Ability**
Provide information, as provided in paragraph 6, that will demonstrate to the City that the Proposer has the financial ability to purchase, develop, and financially sustain the property. Such evidence may include Financial Statements of proposer and/or its affiliates, letters of intent from lenders and lender references showing sources of funds for acquisition, construction or site development, permanent financing and any proposed real estate development/environmental cost cap insurance products. The City shall decide if the evidence is sufficient.
5. **Certificate of Non Collusion**
6. **Project Description:** The Proposer must provide a narrative description of the proposed use of the property. This narrative description is required so that the City can determine if the proposed use is in compliance with the terms and conditions of the RFP and other municipal laws and regulations.

SECTION 12: AWARD OF SALE:

The City will determine the most advantageous proposal from a responsible and responsive Proposer, that meets the stated objective, taking into consideration all evaluation criteria set forth in this Request For Proposal.

SECTION 13: REFERENCES

References: Request for Proposal: #13138 Sale: 6 Stanwood Street

Name of Proposer	Cape Ann Amateur Radio Association
Proposer's Address	6 Stanwood St., Gloucester, MA 01930

Proposer must provide references for all contracts or similar ventures performed within the past five years of similar size and scope to this project.

Reference	Gloucester Fire Department	Contact	Ch. Eric Smith, Fire Chief Emergency Mgt. Director
Address	8 School St	City, State, Zip	Gloucester, MA 01930
Telephone	(978) 281-9760	Fax	(978) 281-9822
Description of similar project performed			
Manned Gloucester EOC for Blizzard of 2012. Consult on emergency communications for Gloucester Emergency Operations Center.			

This form may be duplicated, if additional space is required

See attached material for full list.

SECTION 14: CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalty of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Bidder: Cape Ann Amateur Radio Assn Address: 6 Stanwood St., Gloucester, MA 01930
 Authorized Signature _____ Title: President
 Telephone 978 283-2015 Fax _____ e-mail: w4hix@caara.net

SECTION 15: TAX COMPLIANCE

IF A CORPORATION:

State in which Incorporated Massachusetts
 President Stanley Stone, W4HIX, 20 Andrews St., Gloucester, MA 01930
 Treasurer Henry McCarl, W4RIG, 28 Old Nugent Farm, Gloucester, MA 01930
 Secretary Roger Smith, KB1YTJ, 30 Ledge Road, Gloucester, MA 01930

If a foreign (out of State) corporation - are you registered to do business in Massachusetts? YES ___ NO _____. If you are selected for this work, you are required under Massachusetts General Law Chapter 38D, to obtain from the Secretary of State, Foreign Corp. Section, State House, Boston, a certificate to the awarding authority prior to award.

IF A PARTNERSHIP (Name All Partners):

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>State/Zip</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

IF AN INDIVIDUAL:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>State/Zip</u>
_____	_____	_____	_____

IF AN INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME:

<u>Name of Firm</u>	<u>Business Address</u>	<u>City</u>	<u>State/Zip</u>
_____	_____	_____	_____
<u>Name of Individual</u>	<u>Address</u>	<u>City</u>	<u>State/Zip</u>
_____	_____	_____	_____

ATTESTATION CLAUSE

Pursuant to MGL c 62C sec 49A. I certify under penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required by law.

Social Security No. Or Federal Identification No Signature or Individual or Corporate Name
04-2612032 Cape Ann Amateur Radio Association

Corporate Officer (If Applicable)

Stanley Stone, President CAARA

The City reserves the right to reject any and all bids or to accept the bid deemed in the best interest of the City of Gloucester, MA.

**SECTION 16: HAZARDOUS MATERIALS RELEASE ("Hold Harmless" Agreement)
 RELEASE REGARDING HAZARDOUS MATERIALS
 6 Stanwood Street, Gloucester, MA 01930**

The City assumes no liability for any release of hazardous materials on the property. The Proposer has not relied upon any representations by the City with respect to hazardous materials, except to the extent disclosed herein.

The Proposer agrees to release and hold harmless the City of Gloucester from any liability arising out of any hazardous materials that may be present on the property.

Proposer Cape Ann Amateur Radio Association

Date: Nov. 22, 2013

Evidence of Financial Ability *(additional information or reports may be attached).*

Evidence of proposed sources of funds and financing clearly demonstrates financial ability to acquire and maintain the property. Proposer clearly identifies sources and uses of funds.

See attached material

Financial Information *(List and attach information)*

Financial statements of proposed Buyer or affiliates. Letters of interest from lenders and lender references indicate level of financing proposed by each source.

See attached material (no lenders).

Site Development Proposal *(additional information or reports may be attached).*

Proposed development with cost estimates.

See attached material

SECTION 18: Disclosure of Beneficial Interests in Real Property Transaction

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

1. Public agency involved in this transaction: **City of Gloucester, MA.**
2. Complete legal description of the property: **6 Stanwood Street
Gloucester, MA 01930
Map No. 111 Lot No. 8**

3. Type of transaction: **Sale**

4. Seller: **City of Gloucester, MA**

Purchaser N/A

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

Name	Address
None	

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts except as noted below:

Name	Title or position
None	

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

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

Signature		Title	
Printed name		Date	

CONTRACT TERMS AND CONDITIONS

The following terms and conditions shall apply to the sale of the property described within this RFP:

1. The City's Responsibility:

- a. The City of Gloucester's City Solicitor and CFO shall conduct a review of the Successful Proposer's property tax history. A delinquency, lien, etc. for any fee, charge, preexisting payment agreement with the Treasurer/Collector or tax in the payment of taxes on any property in the City of Gloucester or any other city shall be cause to reject the Proposer's bid. Applicant(s) must also state if they ever had property in which the City of Gloucester foreclosed, and the circumstances leading to the previous foreclosure(s)

2. The Successful Proposer's Responsibility:

- a. The Successful Proposer shall complete a thorough on site inspection before submitting a proposal.
- b. The Successful Proposer agrees to purchase the property **"AS-IS"**.
- c. The Successful Proposer agrees to be solely responsible for obtaining any and all permits, approvals, waivers, releases or any other requirements necessary to use or rehabilitate the property.
- d. The Successful Proposer agrees the development of the property shall be in compliance with all applicable Federal, State and Municipal Laws and Regulations.
- e. The Successful Proposer agrees to execute a Purchase and Sales Agreement with the City within **forty five (45)** days of the Notice of Award.
- f. The Successful Proposer agrees to remit the full bid price and complete the sales agreement and closing within **ninety (90)** days of the execution of the Purchase and Sales Agreement, with an option to extend the time for closing an additional ninety (90) days upon good cause shown.
- g. The Successful Proposer understands that if they fail to complete the Purchase and Sales Agreement within **forty five (45)** days or fails to complete the sales agreement and closing within **ninety (90)** days (unless extended in writing by the City), the City shall revoke the notice of award and retain all moneys received as liquid damages.

PART VII MISCELLANEOUS

1. Amendments/Modifications to Proposals

The Proposer may at any time prior to the deadline for submission of the Proposals, amend or modify a Proposal by submitting the amendment/modification to the address specified in Part V of the RFP, in a sealed package and clearly marked with the following information:

TITLE: "RFP 13138, Proposal for Disposition by Sale of 6 Stanwood Street"
 FROM: Name and address of Proposer(s)
 TO: City of Gloucester, Office of the Purchasing Agent
 9 Dale Avenue, Gloucester, MA 01930
 DUE: **November 25, 2013 @ 11:00 am**

2. Withdrawal of Proposals

Any Proposer may withdraw its Proposal at any time prior to the deadline established in this RFP. The Proposer wishing to withdraw a proposal must provide a written authorization and or acknowledgment that he or she is withdrawing the Proposal and the City of Gloucester is held harmless from any responsibility as a result of the Proposal withdrawal.

3. Rejection of Proposals

The City of Gloucester reserves the right to reject any or all proposals. The City has established a minimum bid price of **\$2,300.00**.

4. Authorization to Sell

All proposers are hereby notified that property described herein has been declared surplus property by the Gloucester City Council with the authorization to issue a Request for Proposals with conditions.

5. Addendum

Any addendum to the RFP will be sent by mail, email or fax to those proposers who have registered with the Office of the Purchasing Agent and received a copy of the RFP. The City will not be responsible for notifying anyone who received a copy of the RFP from any other source. If it is not possible to notify all parties who received an RFP prior to the deadline for submission, the City reserves the right to extend the deadline for submission through proper notice.

6. Conditions

Submission of a proposal in response to this RFP constitutes an agreement by Proposer and any and all grantees in any subsequent deed from the City to be bound by and comply with all provisions of the entire RFP, including the following conditions, which shall survive the execution and acceptance of a deed of the subject property.

- a. That the property in question, whether occupied or not shall be in compliance with any and applicable Building, Sanitary and Health Codes by the Successful Proposer.
- b. That upon conveyance, the deed and any other documents or plans relevant to the closing shall be recorded at the Successful Proposer expense in the Registry of Deeds.
- c. That the Successful Proposer shall also pay for any documentary tax stamps, as may be applicable to the sale of this property.
- d. That the Successful Proposer has paid all taxes as may be due in compliance with MGL, Chapter 62, Section 49A as amended. *See section 15*

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- e. That the Successful Proposer must comply with, execute, and include with the proposal the affidavit of compliance with the provisions of MGL, Chapter 7, Section 40J. *See section 18*

 - f. That a failure by the Successful Proposer of the subject property, to comply with any provision or condition hereof shall, at the option of the City require that the Successful Proposer and any and all grantees shall re-convey the subject property to the City of Gloucester for the same price which Proposer paid for the acquisition thereof. This condition shall be applicable for the duration of the property interest.
 - g. That the Proposer has not relied upon any representations by the City regarding the presence of any hazardous materials on the property, and holds the City harmless from any and all liability for the same.
See copy hereto attached marked Section 16.

ATTACHMENT "A"

ASSESSOR'S INFORMATION

PURCHASE AND SALE AGREEMENT

This Agreement is made on the ____ day of _____, by and between the parties below and pursuant to the terms and conditions hereinafter as follows:

1. Parties.

The City of Gloucester, a municipal corporation duly existing by law, and located in Gloucester, Essex County, Massachusetts, the "SELLER", agrees to sell and _____ with its principal office at _____ in said Gloucester, Essex County, Massachusetts, the "BUYER", agrees to buy, the Premises described in paragraph 2 on the terms set forth below.

2. Description of Premises: 6 Stanwood Street, Gloucester, MA, Premises (the "Premises") consist of:

(a) the land in Gloucester, Essex County, Massachusetts, containing approximately _____, located at _____. The Premises is more specifically described in _____ deed to the City of Gloucester, recorded in the Essex South District Registry of Deeds at Book _____, Page ____, dated _____, copies of which are attached hereto as **Exhibits 1 and 2**, respectively;

(b) The Premises is also shown upon a plan marked _____, a copy of which is attached hereto as **Exhibit 3**; and

(c) all structures, and improvements on the land and the fixtures, including, but not limited to: any and all storm windows and doors, screens, screen doors, awnings, shutters, window shades and blinds, curtain rods, furnaces, heaters, heating equipment, oil and gas burners and fixtures, hot water heaters, plumbing and bathroom fixtures, kitchen equipment, and electric and other lighting fixtures.

3. Purchase Price. The purchase price for the Premises is \$-----, of which is to be paid at the time for performance by bank's, cashier's, treasurer's or certified check or by wire transfer.

4. Escrow. All funds deposited or paid by the BUYER shall be held in escrow by the SELLER in a non-interest bearing municipal account, subject to the terms of this Agreement and shall be paid or otherwise duly accounted for at the time for performance. If a dispute arises between the BUYER and SELLER concerning to whom deposits should be paid, the SELLER may retain all deposits pending written instructions mutually given by the BUYER and the SELLER, or the SELLER shall abide by any Court decision concerning to whom the funds shall be paid.

5. Time for Performance. The SELLER shall deliver the deed, and the BUYER shall pay the balance of the purchase price at _____. If the sixtieth day falls on Saturday, Sunday, or non-business holiday, the date for performance shall be the next business day immediately thereafter at which time the BUYER shall pay the balance of the purchase price at 11:00 a.m., and the SELLER shall deliver the deed to the BUYER at such other time and place as is mutually agreed in writing. TIME IS OF THE ESSENCE OF THIS AGREEMENT. Unless the deed and other documents required by this Agreement are recorded at the time for performance, all documents and funds are to be held in escrow, pending prompt rundown of the title and recording. SELLER'S attorney or other escrow agent shall disburse funds the next business day following the date for performance, provided that the recording attorney has not reported a problem outside the recording attorney's control.

6. Title Deed. Said Premises is to be conveyed to BUYER by SELLER. Said deed as aforesaid shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

If the deed refers to a plan needed to be recorded with it, at the time for performance the BUYER shall deliver the plan with the deed in proper form for recording or registration.

7. The following conditions shall survive the payment of the agreed purchase price and the recording of the SELLER's deed for a period of four (4) years as follows:

(a) That the Premises, whether occupied or not, shall be in compliance with any applicable Building, Sanitary and Health codes.

(b) That deed and any other documents or plans relevant to the closing shall be recorded at the BUYER's expense at the Essex South Registry of Deeds.

- (c) That the BUYER shall also pay for any documentary tax stamps as may be applicable to the sale of this property.
- (d) That the BUYER shall pay all taxes as may be due in compliance with MGL, Chapter 62, Section 49A as amended.
- (e) That a failure by the BUYER to comply with any provision or condition of this paragraph shall, at the option of the City, require

that the BUYER and any and all grantees re-convey the subject property to the City of Gloucester for the same price which BUYER paid for the acquisition thereof.

9. Closing Certifications and Documents. The SELLER shall execute and deliver simultaneously with the delivery of the deed such certifications and documents as may customarily and reasonably be required by the BUYER'S attorney, BUYER'S lender, BUYER'S lender's attorney or any title insurance company insuring the BUYER'S title to the Premises, including, without limitation, certifications and documents relating to: (a) parties in possession of the Premises; (b) the creation of mechanics' or materialmen's liens; (c) the HUD-1 Settlement Statement and other financial affidavits and agreements as may reasonably be required by the lender or lender's attorney; (d) the citizenship and residency of SELLER as required by law; and (l) information required to permit the closing agent to report the transaction to the Internal Revenue Service. At the time of delivery of the deed, the SELLER may use monies from the purchase to clear the title, provided that all documents related thereto are recorded with the deed or within a reasonable time thereafter acceptable to the BUYER and, provided further, that discharges of mortgages from banks, credit unions, insurance companies and other institutional lenders may be recorded within a reasonable time after recording of the deed in accordance with usual conveyancing practices.
10. Possession and Condition of Premises. At the time for performance the SELLER shall grant to BUYER possession of the entire Premises. At the time for performance the SELLER also shall comply with the requirements of paragraph 6, and maintain the Premises in the same condition as the Premises now are, reasonable wear and tear excepted, and SELLER shall make a best effort to keep the building secure. The BUYER shall have the right to enter the Premises within forty-eight (48) hours prior to the time for performance or such other time as may be agreed and upon reasonable notice to SELLER for the purpose of determining compliance with this paragraph. At the time of recording of the deed, or as otherwise agreed, the SELLER shall deliver to BUYER all keys to the Premises. Until delivery of the deed, the SELLER shall maintain fire and extended coverage insurance on the Premises in the same amount if currently insured.
11. Extension Of Time For Performance If the SELLER cannot convey title as required by this Agreement or cannot deliver possession of the Premises as agreed, or if at the time of the delivery of the deed the Premises do not conform with the requirements set forth in this Agreement or the BUYER is unable to obtain title insurance in accordance with paragraph 7, upon written notice given no later than the time for performance from either party to the other, the time for performance shall be automatically extended for thirty (30) days, except that if BUYER'S mortgage commitment expires or the terms will materially and adversely change in fewer than thirty (30) days, the time for performance set forth in paragraph 5 shall be extended to one business day before expiration of the mortgage commitment. SELLER shall use reasonable efforts to make title conform or to deliver possession as agreed, or to make the Premises conform to the requirements of this Agreement. Excluding discharge of mortgages and liens, about which the SELLER has actual knowledge at the time of signing this Agreement, the SELLER shall not be required to incur costs or to make the title or the Premises conform or to deliver possession as agreed. If at the expiration of the time for performance, or if there has been an extension, at the expiration of the time for performance as extended, the SELLER, despite reasonable efforts, cannot make the title or Premises conform, as agreed, or cannot deliver possession, as agreed, or if during the period of this Agreement or any extension thereof, the SELLER has been unable to use proceeds from an insurance claim, if any, to make the Premises conform, then, at the BUYER'S election, any payments made by the BUYER pursuant to this Agreement shall be immediately returned. Upon return of all such funds, all obligations of the BUYER and SELLER shall terminate and this Agreement shall automatically become void and neither the BUYER nor SELLER shall have further recourse or remedy against the other.
11. Nonconformance of Premises. If the Premises do not conform to the requirements of paragraph 9 because they have been damaged by fire or other casualty (occurring after the date of this Agreement) that is covered by insurance, then the BUYER shall have the right to elect whether or not to proceed to accept the Premises and take title. If BUYER elects to proceed BUYER shall have the right to elect to have the SELLER pay or assign to the BUYER, at the time for performance, the proceeds recoverable on account of such insurance, less any cost reasonably incurred by the SELLER for any incomplete repairs or restoration. If the SELLER, despite reasonable

efforts, has neither been able to restore the Premises to its former condition nor to pay or assign to the BUYER the appropriate portion of insurance proceeds, the BUYER shall have the right to elect to have the SELLER give the BUYER a credit toward the purchase price, for the appropriate amount of insurance proceeds recoverable less any costs reasonably incurred by the SELLER for any incomplete restoration.

12. Acceptance of Deed. The BUYER shall have the right to accept such title to the Premises as the SELLER can deliver at the time for performance and if extended, shall have such right at the time for performance, as extended. The BUYER shall also have the right to accept the Premises in the then current condition and to pay the purchase price without reduction of price. Upon notice in writing of BUYER'S decision to accept the Premises and title, the SELLER shall convey title and deliver possession. Acceptance of a deed by the BUYER or BUYER'S nominee, if any, shall constitute full performance by the SELLER and shall be deemed to release and discharge the SELLER from every duty and obligation set forth in this Agreement, except any duty or obligation of the SELLER that the SELLER has agreed to perform after the time for performance. Notwithstanding the foregoing, all warranties, if any, made by the SELLER shall survive delivery of the deed.

13. Acknowledgment of No Broker. The SELLER and BUYER acknowledge to each other that no broker is entitled to a commission or fee for professional services at the time for performance.

14. Buyer's Default. If the BUYER or BUYER'S Nominee is in default this Agreement, all escrowed funds paid or deposited by the BUYER shall be paid to the SELLER as liquidated damages. Receipt of such payment shall constitute the SELLER'S sole remedy, at law, in equity or otherwise, for BUYER'S default. The BUYER and SELLER agree that in the event of default by the BUYER the amount of damages suffered by the SELLER will not be easy to ascertain with certainty and, therefore, BUYER and SELLER agree that the amount of the BUYER'S deposit represents a reasonable estimate of the damages likely to be suffered.

15. Inspections/Survey. The BUYER has had an opportunity to conduct all inspections and accepts the condition of the property as is, subject to any work expressly agreed in writing to be performed at the expense of SELLER.

16. Lead Paint Laws. For Premises built before 1978, BUYER acknowledges receipt of the "Department of Public Health Property Transfer Notification" regarding the Lead Law, acknowledges verbal notification of the possible presence 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 assumes full responsibility for compliance with all laws relating to lead paint removal, if required by law, and related matters (in particular, without limitation, Mass. G.L., c. 111, § 197), and BUYER assumes full responsibility for all tests, lead paint removal and other costs of compliance. Pursuant to 40 CMR 745.113(a), the Property Transfer Notification Certification is attached to this agreement.

17. Notices. All notices required or permitted to be made under this Agreement shall be in writing and delivered in hand, sent by certified mail, return receipt requested or sent by United States Postal Service overnight Express Mail or other overnight delivery service, addressed to the BUYER or SELLER or their authorized representative at the address set forth in this paragraph. Such notice shall be deemed to have been given upon delivery or, if sent by certified mail on the date of delivery set forth in the receipt or in the absence of a receipt three business days after deposited or, if sent by overnight mail or delivery, the next business day after deposit with the overnight mail or delivery service, whether or not a signature is required. Acceptance of any notice, whether by delivery or mail, shall be sufficient if accepted or signed by a person having express or implied authority to receive same. Notice shall also be deemed adequate if given in any other form permitted by law.

BUYER

SELLER

Legal Department
City Hall
City of Gloucester
9 Dale Avenue

Gloucester, MA 01930

18. Counterparts / Facsimiles / Construction of Agreement. This Agreement may be executed in counterparts. Signatures transmitted by facsimile shall have the effect of original signatures. This Agreement shall be construed as a Massachusetts contract; is to take effect as a sealed instrument; sets forth the entire agreement between the parties; is binding upon and is intended to benefit the BUYER and SELLER and each of their respective heirs, devisees, executors, administrators, successors and assigns; and may be canceled, modified or amended only by a written agreement executed by both the SELLER and the BUYER. If two or more persons are named as BUYER their obligations are joint and several. If the SELLER or BUYER is a trust, corporation, limited liability company or entity whose representative executes this Agreement in a representative or fiduciary capacity, only the principal or the trust or estate represented shall be bound, and neither the trustee, officer, shareholder or beneficiary shall be personally liable for any obligation, express or implied. The captions and any notes are used only as a matter of convenience and are not to be considered a part of this Agreement and are not to be used in determining the intent of the parties. Any matter or practice which has not been addressed in this agreement and which is the subject of a Title Standard or Practice of the Real Estate Bar Association for Massachusetts, formerly known as the Massachusetts Conveyancers Association, at the time of performance shall be governed by the Standard of Practice of the Massachusetts Real Estate Bar for Massachusetts, to the extent applicable.

19. Additional Provisions.

- (a) The BUYER agrees to hold harmless the SELLER from any cost and responsibilities associated with any onsite environmental contamination, as defined by M.G.L Chapter 21E.
- (b) The BUYER agrees to pay conventional real estate taxes assessed on the property from the date of purchase.

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

Buyer.

Seller: CITY OF GLOUCESTER

By: Carolyn Kirk, Mayor

Escrow Agent: By signing below, the escrow agent agrees to perform in accordance with paragraph 4, but does not otherwise become a party to this Agreement.

ESCROW AGENT or representative