

ATTACHMENT F**PURCHASE AND SALE AGREEMENT (DRAFT)**

This Agreement, made this _____ day of _____ 2013, by and between the Town of Belmont, a municipal corporation with an address of Belmont Town Offices, 455 Concord Avenue, Belmont, Middlesex County, Massachusetts 02478 (hereinafter "Seller" or "Town") and [*insert name and address of awarded proposer*] (hereinafter "Buyer").

W I T N E S S E T H:

In consideration of the mutual covenants set forth herein, the parties undertake and agree as follows, to wit:

1. Recitals and Purposes.

1.01 Seller owns the land located at 108 Woodfall Road, Belmont, Massachusetts, identified on Belmont Assessor's Map 69 as Parcel 44, more particularly described in Plan (the "Plan") entitled "Definitive Plan of Land in Belmont, MA 'Greensbrook Way Extension' dated October 23, 2005, revised through December 13, 2006, Scale: 1" = 40' prepared by Bay Colony Group, Inc. and recorded with the Middlesex South District Registry of Deeds as Plan No. 1186 of 2007 (the "Premises").

1.02 Seller wishes to sell and Buyer wishes to buy the Premises.

1.03 Seller published a Request For Proposals for the sale of 108 Woodfall Road dated July 31, 2013 (the "RFP").

1.04 Buyer submitted a Response to RFP entitled [*insert description and date of RFP here*] (the "Response to RFP"), which response was accepted by Seller as the winning proposal via letter dated [*insert date of award letter here*].

1.05 Seller has agreed to sell and Buyer has agreed to purchase the Premises subject to the terms and conditions set forth in this Agreement, the RFP and the Response to RFP incorporated herein by reference and attached hereto as Exhibits A & B respectively. To the extent any terms of this Agreement and the RFP and the Response to RFP are inconsistent or conflict, the terms of this Agreement shall govern the enforceability of such provisions unless otherwise specifically stated herein.

1.06 This Agreement shall be construed in a fashion consistent with the purposes set out herein.

2. Purchase and Sale.

2.01 Expressly conditioned upon the other terms and conditions of this Agreement, Seller hereby agrees to sell and to convey to Buyer at Closing (as defined below), and Buyer agrees to purchase and take from Seller, the Premises.

3. Purchase Price, Deposit and Mode of Payment.

3.01 The Purchase Price for the Premises ("Purchase Price") shall be [*insert bid price in words here*] Dollars (\$[*insert bid price in numbers here*]).

- (A) Buyer has submitted a deposit in the sum of [*ten percent of the purchase price listed in the preceding sentence*], of which Twenty-Five Thousand Dollars (\$25,000.00) was paid with the submission of the RFP and the balance of which has been tendered with the execution of this Agreement, said sums to be held by Anderson & Kreiger LLP pursuant to the Escrow Agreement executed by Buyer, Seller and counsel for Seller on the date hereof and attached hereto as Exhibit C (the "Deposit"). The Deposit will be held in a FDIC-insured, interest-bearing account.
- (B) At Closing, upon performance by each party, the Deposit and any accrued interest shall be credited to the Purchase Price.
- (C) In the event of breach or default by Buyer, not cured in accordance with the terms hereof, the Deposit and any accrued interest shall be paid to Seller as complete liquidated damages arising from Buyer's breach, and this contract shall be deemed terminated and the obligations of the parties to one another hereunder shall cease forthwith.

3.02 The Purchase Price shall be payable at Closing as follows:

- (A) by application of the Deposit; and
- (B) the balance of the Purchase Price, by bank or certified check or by wire.

4. Obligations of the Parties at Closing.

4.01 At Closing, Seller shall convey the Premises to Buyer by deed reasonably acceptable to Buyer free from encumbrances except:

- (A) Provisions of existing building and 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, if any (except as otherwise provided in Sections 4.02 and 8.01 hereof).

4.02 The deed from Seller to Buyer shall contain a deed restriction that restricts the use of the Premises to single family residential use, and from subdivision of the premises into more than four lots, substantially in the form contained in the model Quitclaim Deed attached hereto as Exhibit D.

4.03 Seller shall also deliver at Closing such other documents and certificates: (a) as are required by this Agreement, or (b) as may reasonably be required by Buyer's counsel, title insurance company or financing bank to transfer title to the Premises in accordance with this Agreement, so long as such documents and certificates are reasonably acceptable to Seller.

4.04 At Closing, Buyer shall pay the Purchase Price required by Article 3 above.

5. Closing.

5.01 The deed for the Premises and all other instruments, documents and items required to be delivered in this Agreement are to be delivered and the consideration paid at Belmont Town Hall or, at the option of the Seller, at the offices of Belmont's town counsel, Anderson & Kreiger LLP, One Canal Park, Cambridge, MA 02141 (the "Closing"). The Closing shall be held at noon on the first business day that occurs after the day that is ninety (90) days after the date of the Response to RFP.

5.02 It is agreed that time is of the essence of all provisions of this Agreement.

6. Occupancy and Condition of Premises. Buyer shall be entitled to occupancy on the date of Closing, free of all rights of use or possession by Seller or by third parties. Except as specifically provided otherwise herein, Buyer shall accept the Premises on a strictly "as-is" basis, without any warranty or obligation whatsoever on the part of Seller.

7. Access to Premises. From the date hereof to the date of the Closing, Buyer and its representatives shall be permitted access to the Premises upon prior written notice to Seller or Seller's agents for the purpose of inspecting the Premises. Any such access shall be in the presence of Seller or Seller's agents, unless otherwise permitted by Seller. In the course of any access to the Premises, Buyer shall not unreasonably interfere with the use of the Premises and shall cause no physical disruption or damage to the Premises. Any such access under this Article 7 shall be at Buyer's sole risk. Buyer hereby indemnifies and agrees to defend, protect and hold Seller harmless from and against any and all claims, losses, costs, damages or expenses resulting from any of said inspections, provided, however, that this indemnity shall not apply to any liability, loss, cost, damage or expense arising directly and primarily from any act of gross negligence or willful misconduct of Seller or Seller's agents, employees or contractors. The provisions of this section shall survive delivery of the deed or the termination hereof.

8. Due Diligence.

8.01 Buyer shall be entitled to conduct the due diligence with respect to the Premises described below. Except as otherwise provided herein, the Town of Belmont makes no warranty or representation whatsoever as to its title or the condition of the Premises.

(A) Buyer may, at its expense, undertake such title examinations as Buyer deems appropriate during the thirty (30) days following the date of this Agreement (the "Due Diligence Period"), and if Buyer determines that the title in any respect does not conform with the provisions of this Agreement, Buyer shall so notify Seller in writing on or before the end of the Due Diligence Period (the "Due Diligence Date"). Any notice of defect in title given by Buyer to Seller shall contain

specifics of the alleged defect and the date of Buyer's title report. Upon the giving of Buyer's title notification then, except with respect to defects or objections listed in Buyer's title notification or arising from and after the date of Buyer's title report, Buyer shall be deemed to have waived any and all defects, objections or matters to the state of title existing as of the date of Buyer's title report, and any and all such defects, objections or matters so waived shall constitute permitted encumbrances hereunder. In addition, if Buyer fails to deliver Buyer's title notification by the Due Diligence Date then, except with respect to defects or objections arising from and after the date of this Agreement, Buyer shall be deemed to have waived any and all defects, objections or matters to the state of title existing as of the date hereof, and any and all such defects, objections or matters so waived shall constitute permitted encumbrances under this Agreement.

- (B) If Seller has received from Buyer timely notification of any respect in which Seller's title does not conform with the provisions of this Agreement, and if the title defect can be removed by the expenditure of amounts not exceeding \$1,000.00 (exclusive of amounts necessary to pay off and discharge financial encumbrances such as mortgages and taxes), Seller shall use reasonable and diligent efforts to remove any defect in title, in which event Seller shall give written notice thereof to Buyer as promptly as practicable after the cost of removing the title defect is determined by Seller. If the cost of removing the defect in title exceeds \$1,000.00 (exclusive of amounts necessary to pay off and discharge financial encumbrances such as mortgages and taxes), Seller shall give written notice thereof to Buyer as promptly as practicable after the cost of removing the title defect is determined by Seller, and in that notice Seller shall either indicate Seller's intention to (i) use reasonable and diligent efforts to remove the title defect or (ii) elect to terminate this Agreement. Should Seller so elect to terminate, the termination shall become effective on the fifth (5th) day following the effective date of that notice, unless (x) Buyer elects to remove, at its cost, the defect in title in which event the payment due at the time of delivery of the deed shall be reduced by a sum equal to the costs incurred by Buyer to remove the defect in title or \$1,000.00, whichever is smaller. If Seller, having undertaken to remove title defects under this provision, is unable within thirty (30) days of notice of the title defect to remove the title defect or to arrange for its removal at the Closing, Seller shall so notify Buyer and this Agreement shall terminate on the fifth (5th) day following the date of that notice unless Buyer makes an election to remove the title defect, as provided above.
- (C) If this Agreement is terminated under the provisions of this Section 8.01, the Deposit shall forthwith be refunded to Buyer (with interest), all other obligations of the parties shall cease and this Agreement shall be void and without recourse to the parties hereto.

8.02 If Seller is unable to remove any defects in title as provided above, Buyer shall have the right (in addition to the title cure rights described above), within five (5) days after the termination of this Agreement as provided in this Article 8, to elect to accept the Premises with

the title and/or in the condition that Seller can deliver and to pay therefor the purchase price without deduction, in which case this Agreement shall be automatically reinstated and Seller shall convey the Premises to Buyer as provided herein. Any such election by Buyer shall be exercised by written notice from Buyer to Seller.

9. Obligations and Agreements. Buyer agrees to the following obligations and agreements which shall survive the Closing hereunder or the early termination hereof, as applicable:

9.01 Buyer shall release, defend, indemnify and hold Seller harmless from and against any and all claims, damages, losses, penalties, costs, expenses and fees (including without limitation reasonable legal fees) attributable to the physical and environmental condition of the Premises.

9.02 No member, officer, employee or other principal, agent or representative of the Town of Belmont or any other agency, board or commission associated with Seller shall ever be personally liable to Buyer, nor shall Seller ever be liable to Buyer for indirect, incidental or consequential damages.

9.03 On and after the date of Closing, Buyer must be current in taxes and all water and sewer liabilities on any and all real estate owned in the Town of Belmont.

10. Broker. The parties stipulate that no broker or real estate agent is entitled to a commission from this transaction. The Buyer agrees to indemnify and hold the Seller harmless from all loss, cost, damage or expense arising out of or as a consequence of claims for brokerage commissions asserted by third parties.

11. Miscellaneous.

11.01 This Agreement shall be binding upon the parties hereto, their heirs, assigns and successors in interest. This Agreement may not be assigned by Buyer.

11.02 All amendments to this Agreement, if any, shall be in writing and must be approved and signed by Seller.

11.03 In each and every respect, the provisions of this Agreement shall be construed in a fashion consistent with the purposes of this Agreement, as stated in Article 1.

11.04 This Agreement shall be governed by the laws of the Commonwealth of Massachusetts as such laws are applied to agreements between Massachusetts residents entered into and to be performed entirely within said state.

11.05 Prior to execution of this Purchase and Sale Agreement, (a) Buyer will execute a "Disclosure of Beneficial Interests in Real Property Transactions" certificate as required by G.L. c. 7, § 40J, (b) Buyer will file this form with the Massachusetts Division of Capital Asset Management, and (c) Buyer will deliver a date-stamped copy of said form to Seller.

11.06 In accordance with G.L. c. 62C, § 49A, Buyer hereby certifies, under the pains and penalties of perjury that Buyer has complied with all laws of the Commonwealth of

Massachusetts relating to the payment of taxes. Such certification shall be made again and executed as of the time of Closing.

11.07 This Agreement is solely for the benefit of the parties hereto, and nothing herein shall be deemed to create enforceable rights in third parties nor shall be referred to in interpreting independent rights and obligations of third parties.

11.08 Seller's performance hereunder is conditioned upon Buyer making a payment in lieu of taxes, at Closing, in an amount determined by Seller in accordance with M.G.L. c. 44, sec. 63A.

11.09 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.

11.010 All applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over real property transactions shall apply to this Agreement throughout, and they shall be deemed to be included in this Agreement the same as though herein written out in full.

11.011 This Agreement, 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 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 Seller and the Buyer or their respective counsels. The parties may rely upon facsimile copies of such written instruments. If two or more persons are named herein as Buyer and/or Seller, their respective obligations hereunder shall be joint and several. 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.

11.012 Whenever notice must be given in writing under the provisions of this Agreement, such notice must be either hand delivered or sent by certified mail, return receipt requested, postage prepaid and addressed to the party at the following:

If to Seller:	David J. Kale, Town Administrator Town of Belmont Belmont Town Offices 455 Concord Avenue Belmont, MA 02478
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With a copy to:	George A. Hall, Jr., Esq. Anderson & Kreiger LLP One Canal Park, Suite 200 Cambridge, MA 02141
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If to Buyer: [*Buyer to insert contact information for Buyer and its counsel here*]

Notice will be deemed to have been given when delivered by hand or on a date which is three (3) business days from the date of mailing when notice is sent via certified mail as provided above.

11.013 The parties to this Agreement represent and warrant that any and all actions necessary to authorize the undersigned to execute and deliver this Agreement have been completed and that this Agreement shall be enforceable against each party in accordance with the terms hereof. At the time of the execution of this Agreement, and as applicable, Buyer shall provide certificates of legal existence and good standing, a certificate evidencing the authorization of Buyer to transact business in Massachusetts, and, to Seller's reasonable satisfaction, a certificate evidencing the authority of Buyer to enter into and carry out the obligations of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Purchase and Sale Agreement to be executed as of the date first above written.

WITNESS

BUYER:

Name
Title

SELLER:
TOWN OF BELMONT

By:_____
David J. Kale, Town Administrator
Duly authorized

Exhibit A
RFP

Exhibit B
RFP Response

Exhibit C
ESCROW AGREEMENT

WHEREAS, [insert developer's name here] (“Buyer”) and the Town of Belmont, acting by and through its Board of Selectmen (“Seller”), have entered into a Purchase and Sale Agreement dated December ____, 2013 (the “Purchase and Sale Agreement”) for the sale of the land located at 108 Woodfall Road, Belmont, Massachusetts, identified on Belmont Assessor's Map 69 as Parcel 44, more particularly described in Plan (the “Plan”) entitled “Definitive Plan of Land in Belmont, MA ‘Greensbrook Way Extension’ dated October 23, 2005, revised through December 13, 2006, Scale: 1” = 40’ prepared by Bay Colony Group, Inc. and recorded with the Middlesex South District Registry of Deeds as Plan No. 1186 of 2007 (the “Premises”);

WHEREAS, the parties have agreed to place the deposit of _____ (\$_____) 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 3 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 Premises;

NOW THEREFORE, the parties hereto hereby agree as follows:

- 1) Buyer, Seller and the Escrow Agent agree to comply with the terms of Paragraph 3 of the Purchase and Sale Agreement for the purposes hereof.
- 2) As provided in Paragraph 3 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 3 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 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 Seller'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 Premises, 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 3 of the Purchase and Sale Agreement. The Escrow Agent shall have no obligation to obtain executed W-9 forms from the Buyer and Seller, 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.

This document is executed under seal as of this ____ day of _____, 2013.

BUYER:

[insert buyer name]

SELLER:

Town of Belmont

Name

Title

David J. Kale,

Town Administrator

ANDERSON & KREIGER LLP, as Escrow Agent

By: _____

EXHIBIT D

[model deed – for RFP purposes only]

QUITCLAIM DEED

The **TOWN OF BELMONT**, a municipal corporation having a mailing address of 455 Concord Avenue, Belmont, MA 02478

for consideration paid, and in full consideration of [*insert purchase price in words*] (\$[*purchase price in numbers*]) Dollars,

grants to [*insert name and mailing address of awarded bidder*],

with *Quitclaim Covenants*,

the land located at 108 Woodfall Road, Belmont, Massachusetts, and being all the land owned by the Town of Belmont and shown on the Plan entitled “Definitive Plan of Land in Belmont, MA ‘Greensbrook Way Extension’ dated October 23, 2005, revised through December 13, 2006, Scale: 1” = 40’ prepared by Bay Colony Group, Inc. and recorded with the Middlesex South District Registry of Deeds as Plan No. 1186 of 2007, which land includes the land (“the Premises”) [*this paragraph subject to change based on further examination of title*].

The Grantor is hereby conveying the Premises and the Grantee is hereby accepting the Premises subject to the following restriction for the benefit of the Grantor which shall be binding on the Grantee and shall run with the land so that it is binding on the Grantee’s successors and assigns as owners of the Premises:

The use of the portion of Premises identified on the aforesaid Plan as Lots 1, 2, 3 and 4 shall be limited to single-family residential use, and shall not be subdivided or redivided to create more than four (4) single-family residential lots.

In the event that the Grantee (or the Grantee’s successor in interest) submits an application for any approval or permit for the development of more than four single-family lots, the title to the Premises shall automatically revert to the Grantor and the Grantor shall be entitled to exercise an immediate right of reentry. The Grantor shall release this right of reverter, as necessary, to allow the conveyance of good and clear record, marketable and insurable title, free of such right of reverter, on each of the maximum of four (4) lots which is conveyed by the Grantee, or the Grantee’s successor in interest, to purchasers thereof. Upon the Grantee’s request, the Grantor shall issue a release for the right of reverter for individual lots in conjunction with the issuance of a building permit for each lot. Each original, issued release shall be held in escrow by Belmont Town Counsel until such time as certificates of occupancy for each house on each such lot are granted by the Town. Each release shall be signed by the Board of Selectmen of Belmont in a form suitable for recording with the Middlesex South Registry of Deeds, and any such release signed by the Belmont Board of Selectmen shall be conclusive evidence of the authority thereunder and can be relied on by third parties. This restriction and right of reverter shall not be applicable as a result of the creation of any parcel for the purpose of preserving open space

that is subjected to a conservation restriction under M.G.L. c. 184, §§31-33, or to the conveyance of any land to any entity for the purpose of maintaining a public or private way.

The Premises are conveyed subject to: [*applicable permits to be listed*], all of which are recorded herewith.

The Premises are conveyed subject to and with the benefit of restrictions, easements, covenants and agreements of record, if any there be, insofar as the same are now in force and applicable.

The Town of Belmont has fully complied with M.G.L. c. 44, §63A in conjunction with the transfer of the Premises.

For the Grantor's title, see Certificate of Title No. 4719, issued by the South Middlesex Registry District of the Land Court; the Order of the Land Court cancelling said Certificate and withdrawing the Premises from registration and the provisions of Chapter 185 recorded in Book 49469, Page 358 in the Middlesex South District Registry of Deeds, and the deed from the Belmont Country Club, Inc. dated October 23, 2007 and recorded in Book 50317, Page 323 in said Registry of Deeds. Excluding from the land described in the aforesaid Certificate the parcels conveyed by the Town of Belmont to the Belmont Country Club, Inc. by the deed recorded in the South Middlesex Registry District of the Land Court at Book ____, Page ____ [*Transfer Certificate No. 87858*] and the deed dated September 10, 2007 recorded in Book 50317, Page 327 in the Middlesex South District Registry of Deeds [*this paragraph subject to change based on further examination of title*].

No Massachusetts documentary stamps are affixed hereto as none are required by law because the Grantor is a municipal corporation established under the laws of the Commonwealth of Massachusetts.

EXECUTED under seal this ____ day of _____, 2013.

**BOARD OF SELECTMEN
TOWN OF BELMONT**

Mark A. Paolillo, Chair

Andres T. Rojas, Vice-Chair

Ralth T. Jones., Member

**ACCEPTED, ACKNOWLEDGED AND AGREED
[*INSERT GRANTEE NAME*]**

[*authorized signatory for Grantee*]
Hereunto duly authorized

Date: _____, 2013

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of _____, 2013, before me, the undersigned notary public, personally appeared Mark A. Paolillo, proved to me through satisfactory evidence of identification, being _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Chair of the Board of Selectmen of the Town of Belmont.

Notary Public
My Comm. Expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of _____, 2013, before me, the undersigned notary public, personally appeared Andres T. Rojas, proved to me through satisfactory evidence of identification, being _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Vice-Chair of the Board of Selectmen of the Town of Belmont.

Notary Public
My Comm. Expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of _____, 2013, before me, the undersigned notary public, personally appeared Ralph T. Jones, proved to me through satisfactory evidence of identification, being _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as a Member of the Board of Selectmen of the Town of Concord.

Notary Public
My Comm. Expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of _____, 2013, before me, the undersigned notary public, personally appeared [*grantee's authorized signatory*], proved to me through satisfactory evidence of identification, being _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as [*insert title and Grantee name*].

Notary Public
My Comm. Expires: