



# TOWN OF HOPKINTON

OFFICE OF THE SELECTMEN

18 Main Street

Hopkinton, MA 01748

(T) 508-497-9700 - (F) 508-497-9702

Selectmen@Hopkinton.org

January 26, 2011

HOPKINTON PUBLIC LIBRARY

The Board of Selectmen took the following vote at its January 25, 2011 meeting:

MOTION: Moved that, pursuant to the authorization provided by vote under Article 50 of the 2010 Annual Town meeting, the Board of Selectmen vote to accept, by gift, for the purpose of maintaining a Town Library, the fee interest in a parcel of land located at 13 Main Street in the Town of Hopkinton, together with the building and appurtenances situated thereon, said parcel being shown on Assessors Map U16 as Block 196, Lot 0, and as Lot 1 and Lot 2 on the plan of land entitled "Plan of Land in Hopkinton, Mass.," dated January 17, 1967 by Schofield Brothers, Registered Land Surveyors, which plan is recorded with Middlesex South District Registry of Deeds as Plan No. 345 of 1967 in Book 11310, Page 148, and to execute a deed from the Hopkinton Public Library, conveying title to such parcel, building and appurtenances to the Inhabitants of the Town of Hopkinton.

MOTION: Moved that the Board of Selectmen vote to authorize its Chairman to execute a Purchase and Sale Agreement with Nine Church Street Corporation, Inc., setting forth the terms and conditions by which the Inhabitants of the Town of Hopkinton shall agree to accept, by gift, the fee interest in the parcel of land located at 9 Church Street in the Town of Hopkinton, and to purchase the building and appurtenances situated thereon, said parcel being shown on Assessors Map U16 as Block 198, Lot 0, and more particularly described in a deed recorded at the Middlesex Registry of Deeds in Book 33452, Page 211; to determine, in accordance with Chapter 30B, section 16(e)(2) of the General Laws, that advertising the purchase of such property will not benefit the Town's interest because of the unique qualities and location of the property, specifically, its proximity to and location adjacent to the Hopkinton Public Library and to publish notice in writing of this determination in the Central Register as required by said section 16(e)(2); and to place an Article on the Warrant for the upcoming 2011 Annual Town Meeting seeking authorization for such purchase and an appropriation of funds sufficient therefor.

Respectfully submitted,



Geri Holland

Clerk to the Board of Selectmen

[space above this line for recording information]

**QUITCLAIM DEED**

THE HOPKINTON PUBLIC LIBRARY, a corporation duly established under the laws of the Commonwealth of Massachusetts and having its usual place of business at Hopkinton, Middlesex County, Massachusetts,

for nominal consideration paid,

hereby grant to THE INHABITANTS OF THE TOWN OF HOPKINTON

with **QUITCLAIM COVENANTS**,

The land with the buildings situated thereon on the southerly side of Main Street and on the easterly side of Church Street in Hopkinton, Middlesex County, Massachusetts and being shown as Lot 1 and Lot 2 on the plan of land entitled "Plan of Land in Hopkinton, Mass." Dated January 17, 1967 by Schofield Brothers, Registered Land Surveyors, which plan is recorded with Middlesex South District Registry of Deeds as Plan No. 345 of 1967 in Book 11310, Page 148. Reference is hereby made to said plan for a more particular description of said Lot 1 and Lot 2.

Lot 1 contains 4,143 square feet of land, more or less, according to said plan.

Lot 2 contains 9,120 square feet of land, more or less, according to said plan.

The premises are conveyed subject to the conditions that the Board of Library Trustees established by the Town of Hopkinton shall initially consist of five members to be appointed by the Board of

Selectmen; that the current Trustees of said Hopkinton Public Library shall be appointed to serve as members of said Board until such time as the membership of said Board is elected by the Town; and that the membership of said Board shall thereafter consist of five elected Trustees.

For the said Lot 1, meaning and intending to convey and hereby conveying the same premises conveyed to this grantor by deed of Sarah E. Whitten dated February 1, 1894 recorded with Middlesex South District Registry of Deeds in Book 2276, Page 161.

For the said Lot 2, meaning and intending to convey and hereby conveying the same premises conveyed to this grantor by deed of St. Paul's dated March 28, 1967 recorded with said Registry in Book 11310, Page 148.

*[the remainder of this page left intentionally blank]*

IN WITNESS WHEREOF, the Hopkinton Public Library has caused its corporate seal to be hereby affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Sarah Duckett, its duly authorized Chair, on this 25 day of January, 2011.

THE HOPKINTON PUBLIC LIBRARY

By: Sarah Duckett  
Name: SARAH DUCKETT  
Title: Chairman

COMMONWEALTH OF MASSACHUSETTS

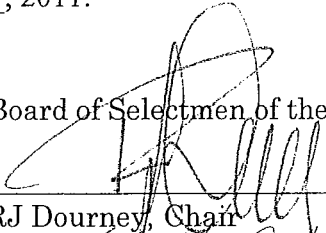
Middlesex, ss.

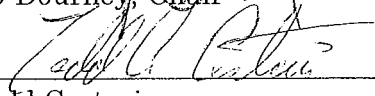
On this 25 day of January, 2011, before me, the undersigned notary public, personally appeared the above-named Sarah Duckett, duly authorized Chairman of The Hopkinton Public Library proved to me through satisfactory evidence of identification, said identification being personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of The Hopkinton Public Library.

Geert Holland  
Notary Public Geert Holland  
My Commission Expires: 3.12.15

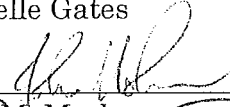
Accepted by a majority vote of the Board of Selectmen of the Town of Hopkinton on this 25 day of January, 2011.

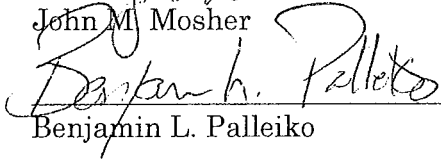
Board of Selectmen of the Town of Hopkinton

  
\_\_\_\_\_  
RJ Dourney, Chair

  
\_\_\_\_\_  
Todd Cestari

  
\_\_\_\_\_  
Michelle Gates

  
\_\_\_\_\_  
John M Mosher

  
\_\_\_\_\_  
Benjamin L. Palleiko

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

On this 25 day of January, 2011, before me, the undersigned Notary Public, personally appeared the above-named RJ Dourney, Todd Cestari, Michelle Gates, John Mosher, Benjamin L. Palleiko, and proved to me by satisfactory evidence of identification, being (check whichever applies): © driver's license or other state or federal governmental document bearing a photographic image, © oath or affirmation of a credible witness known to me who knows the above signatory, or © my own personal knowledge of the identity of the signatories, to be the persons whose names are signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose.

  
\_\_\_\_\_  
Notary Public: Geri Holland

My Commission expires: 3.12.15

original  
HPL  
BOS  
In office

PURCHASE AND SALE AGREEMENT

This 25 day of January, 2011.

1. PARTIES AND MAILING ADDRESSES

Nine Church Street Corporation, Inc. (hereinafter called the SELLER) agrees to SELL, in part and CONVEY BY GIFT, in part; and the Inhabitants of the Town of Hopkinton (hereinafter called the BUYER or TOWN) agrees to BUY and accept, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

Land and buildings situated at 9 Church Street, Hopkinton, Middlesex County, Massachusetts, and more particularly described in a deed recorded at the Middlesex Registry of Deeds in Book 33452, Page 211.

3. SALE OF BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES ONLY

Included in the sale as part of said premises are the buildings, structures, and improvements now located on the premises, and the fixtures belonging to the SELLER and used in connection therewith including, if any, all wall-to-wall carpeting, drapery rods, automatic garage door openers, venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposers, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants, and, ONLY IF BUILT IN, air conditioning equipment, ventilators, dishwashers, washing machines and dryers.

4. LAND

Included in the gift to the TOWN and specifically excluded from the sale is the land located at 9 Church Street, Hopkinton, Middlesex County, Massachusetts.

5. TITLE DEED

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, and said deed shall convey a good and clear record and marketable title thereto, 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;
- (d) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the current use of said premises.

6. MATTERS THAT DO NOT APPEAR OF RECORD

SELLER shall provide BUYER with satisfactory evidence that the Promissory Note dated August 15, 2001, given by SELLER to the Trustees of the Hopkinton Public Library, has been forgiven or waived, and with satisfactory evidence that the unrecorded Real Estate Mortgage dated August 15, 2001, given by SELLER to the Trustees of the Hopkinton Public Library, Inc., has been released or discharged.

7. PLANS

If said deed refers to a plan necessary to be recorded therewith, the SELLER shall deliver such plan with the deed in a form adequate for recording or registration.

8. PURCHASE PRICE

The purchase price for said buildings, structures, improvements and fixtures shall be the amount necessary at the time of Closing to satisfy the outstanding balance of the Demand Variable Unsecured Commercial Loan previously disbursed to SELLER by the Middlesex Savings Bank (the "Loan"), provided that:

1. The purchase price shall not exceed \$50,000;
2. The SELLER provides BUYER with satisfactory evidence that all funds disbursed to SELLER pursuant to the Loan have been used for legitimate purposes relating to the maintenance of the premises;
3. The SELLER shall make timely payment of all amounts that become due under the terms of the Loan until the time of Closing and shall not seek any additional disbursements therefrom;
4. The SELLER shall, after payment of all expenses and carrying costs associated with the premises, apply available funds towards the payment of the outstanding principal balance of the Loan until the time of Closing; and
5. The SELLER shall, at or before the time of Closing and before the purchase price is calculated, apply all of its funds and assets (other than the premises) to the payment of the outstanding principal balance of the Loan.

9. TIME FOR PERFORMANCE; DELIVERY OF DEED

Provided that the Massachusetts Board of Library Commissioners awards a library construction grant to the BUYER in 2011, such deed is to be delivered no later than 12:00 o'clock Noon on December 1, 2011.

In the event that the Massachusetts Board of Library Commissioners does not award a library construction grant to the BUYER in 2011, such deed shall be delivered within 90 days after delivery of written notice to SELLER of BUYER's intent to proceed with the Closing, but in any event no later than December 1, 2016. If the BUYER has not received grant funding and made an appropriation and/or otherwise acquired funds sufficient to proceed with a library construction project on a site including the premises, such deed shall be delivered on the condition that the premises, or any funds generated in connection with the premises, are to be used for Library purposes.

10. POSSESSION AND CONDITION OF PREMISES

Full possession of said premises, free of all tenants and occupants, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same conditions as they now are, reasonable use and wear thereof excepted, and (b) in compliance with provisions of clause 5 hereof. The SELLER agrees to deliver the premises at the time of delivery of the deed free of any and all of the SELLER's possessions, and all personal property not being conveyed to the BUYER, including all debris and trash that is within or about any building on the Premises.

The BUYER shall be entitled personally to inspect said premises prior to delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

11. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of delivery of the deed the premises do not conform with the provisions thereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days.

12. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, ETC.

If at the time of the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, 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.

13. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefor the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either

- (a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or
- (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

14. ACCEPTANCE OF DEED

The acceptance of a deed by the BUYER shall be deemed to be a 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.

15. USE OF MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the 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.

16. INSURANCE

Until the delivery of the deed, the SELLER shall maintain insurance on said premises as follows:

<u>Type of Insurance</u>	<u>Amount of Coverage</u>
(a) Fire and Extended Coverage	As presently insured

17. ADJUSTMENTS

There shall be no adjustments of any kind or nature. SELLER shall be responsible for all real estate taxes, water and sewer charges and outstanding financing relating to the property.

18. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, ETC.

If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

19. 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 heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their 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.

20. PROPERTY SOLD "AS IS"

The premises are being conveyed "AS IS" and as shown, and no representations have been made by the SELLER with regard to its condition except those contained in this agreement; the BUYER and SELLER agree that they have incorporated into this agreement their entire understanding and that no oral statement or prior written statement made by any of them or by any other person, extrinsic to this agreement shall have any force and effect. BUYER agrees that it is not relying on any representations, oral or written, concerning the age, conditions, workmanship or suitability of the Premises or any part thereof for any purpose made by any person, other than those representations set forth in this agreement or in other documents made specifically a part hereof.

21. TITLE STANDARDS AND PRACTICES

Any matter or practice arising under or relating to this agreement that is the subject of a practice standard of the Real Estate Bar Association of Massachusetts shall be governed by such standard to the extent possible. Any title matter that is the subject of a title standard of the Real Estate Bar Association at the time of the delivery of the deed shall be governed by said title standard to the extent applicable.

22. NOTICE

Whenever, by the terms of this agreement, notice shall or may be given either to BUYER or to SELLER, such notice shall be deemed to have been given only if in writing and either delivered by hand or sent by registered or certified mail, postage prepaid, if intended for the SELLER, to:

Sarah Duckett, Treasurer  
Nine Church Street Corporation, Inc.  
P.O. Box 292  
Hopkinton, MA 01748

with a copy to:

Thomas P. Nealon, Esq.  
Nealon and Nealon Attorneys  
87 Elm Street  
Hopkinton, MA 01748

and, if intended for the BUYER, to:

Town Manager  
Town of Hopkinton  
18 Main Street  
Hopkinton, MA 01748

with a copy to:

J. Raymond Miyares  
Miyares and Harrington LLP  
50 Leonard Street • Suite Three  
Belmont, MA 02478

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

23. PERFORMANCE CONTINGENT UPON VOTER APPROVAL

The BUYER's obligations under this agreement shall be contingent upon (a) approval of this transaction by a duly constituted Town Meeting; (b) appropriation by a duly constituted Town Meeting of the purchase price funds and, if necessary, voter approval of the exclusion of such funds (or the amount necessary to finance the borrowing of such funds) from the limitations of Proposition 2½, so called; and (c) appropriation and/or acquisition by the TOWN of funds sufficient to proceed with a library construction project on a site including the premises. Accordingly, the TOWN shall not be required to proceed with the closing unless and until the necessary voter approval has been obtained and the Massachusetts Board of Library Commission has awarded a library construction grant to the TOWN. In the event that the Massachusetts Board of Library Commission does not award a library construction grant to the TOWN in 2011, then the TOWN may, at its discretion, elect to terminate this agreement at any time upon written notice to the SELLER. In the event of such termination, 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.

24. SELLER'S REPRESENTATIONS

All the representations set forth in this clause shall survive delivery of the deed.

- a. SELLER represents that, except the tenants listed on Exhibit A attached hereto, there are no parties in possession at the premises, and no work has been done on the premises which would entitle anyone to claim a mechanic's lien or to file a notice of contract relating to the premise as of the date of this Agreement.
- b. SELLER represents and warrants that SELLER has complete and unencumbered ownership of all fixtures, fittings in the premises and SELLER shall transfer and assign, to the extent permitted by the terms

thereof, all warranties in effect concerning the premises and its fixtures at closing.

- c. SELLER represents that the premises are not the subject of any outstanding agreements with any party pursuant to which any such party may acquire any interest in the premises.
- d. SELLER has no knowledge of any litigation or proceeding, pending or threatened, that would affect a transfer of title to the Premises.
- f. SELLER has not used any portion of the premises, nor permitted any other person or entity to use the premises for the purpose of storage, generation, manufacture, disposal, transportation or treatment of any substance that may be classified as a hazardous, toxic, chemical or radioactive substance, or a contaminant or pollutant (together, "Hazardous Substances") under applicable federal, state or local law, statute, ordinance, rule or regulation ("Applicable Laws") or which may require any cleanup, remediation or other corrective action pursuant to such Applicable Laws.

BUYER may, upon determination that any representation stated in this section is inaccurate, terminate this agreement upon written notice to SELLER. In the event of such termination, 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.

25. IRS FORM 1099-S DESIGNATION.

IRS Form 1099-S Designation. In order to comply with the information reporting requirements of Section 6045(e) of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder, the parties agree (1) to execute an IRS Form 1099-S Designation Agreement in form mutually satisfactory to the parties at or prior to the closing to designate BUYER's attorney (the "Designee") as the party who shall be responsible for reporting the contemplated sale of the Premise to the Internal Revenue Service (the "IRS") on IRS Form 1099-S; (2) to provide the Designee with the information necessary to complete Form 1099-S; (3) that the Designee shall not be liable for the actions taken under this Agreement, or for the consequences of those actions, except as they may be the result of gross negligence or willful misconduct on the part of the Designee; and (4) that the Designee shall be indemnified by the parties for any costs or expenses incurred as a result of the actions taken hereunder, except as they may be the result of gross negligence or willful misconduct on the part of the Designee. The Designee shall provide all parties to this transaction with copies of the IRS Forms 1099-S filed with the IRS and with any other documents used to complete IRS Form 1099-S.

26. ENTRY ON PROPERTY

SELLER agrees to permit BUYER access to the premises prior to the date of performance herein under the following terms and conditions:

- a. BUYER shall give at least 72 hours notice to the SELLER;
- b. BUYER entry on to the property will not in any way interfere with the Seller's tenants' right to quiet enjoyment of the property;
- c. BUYER shall not perform any work at the property including but not limited to inspections or testing of any kind to the land or the structures without written notice detailing what work is to be performed;
- d. BUYER shall not perform any work as stated in item 3 above before first obtaining the SELLER's written authorization, such written authorization not to be unreasonably withheld.
- e. If any said work is to be performed the premises shall immediately be put back to its previous condition;
- f. BUYER or BUYER's agents, employees, licensees and or contractors shall indemnify and hold Seller harmless from any and all personal and or property damage resulting from the entry onto the premises.

27. DUE DILIGENCE

BUYER shall have the right, from time to time, at BUYER's sole cost, expense, risk and hazard and in all such manner as BUYER may reasonably determine, without material damage being imposed upon the premises and remaining unrepaired, to enter upon the premises to make, or cause to be made, inspection, engineering and development findings in respect thereto, including (without limitation) the making of tests to determine whether any portion of the premises contains any substance that may be classified as a hazardous, toxic, chemical or radioactive substance, or a contaminant or a pollutant (together, "Hazardous Substances") under applicable federal, state or local law, statute, ordinance, rule or regulation ("Applicable Laws") or which may require any cleanup, remediation or other corrective action pursuant to such Applicable Laws, and, in general conducting other soil tests, analyses, studies and inspections of the premises. In consideration of the foregoing BUYER agrees (a) to indemnify and save SELLER harmless from and against all loss, claim, liability, or damage, including reasonable attorney fees, arising out of or with respect to any and all entries and activities as aforesaid by BUYER and/or BUYER's agents, employees, licensees and contractors; and (b) as soon as practicable after any excavation to restore the surface and subsurface of the premises to substantially the same condition as they were in immediately prior to such excavation. BUYER shall provide SELLER with a copy of any and all studies performed at the Premises.

Upon determination that any Hazardous Substance is present on or in the premises, the BUYER may terminate this agreement upon written notice to the SELLER. In the event of such termination, 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.

28. PROCUREMENT, ETC.

This agreement is subject to compliance with any requirements of the Massachusetts General, Special Laws, regulations or the Bylaws of the Town of Hopkinton relative to the acquisition of property by the TOWN.

29. SELLER'S CLOSING STATEMENT

SELLER agrees to execute at the closing a statement under oath to the BUYER or to any title insurance company issuing a policy to BUYER to the effect that: (1) there are no tenants, lessees or parties in possession of the Premises; (2) SELLER has no knowledge of any work having been done to the Premises which would entitle anyone now or hereafter to claim a mechanics' or materialmen's lien on the Premises; and (3) SELLER is not a foreign person subject to the withholding provisions of the Internal Revenue Code of 1986, as amended (FIRPTA).

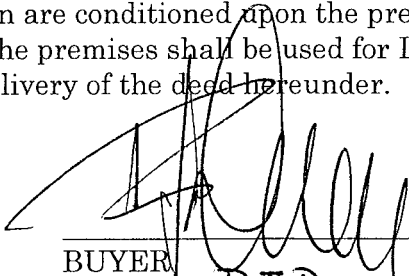
30. EMINENT DOMAIN

In addition to agreeing to obtain conveyance of the Premises by transfer of a deed from the SELLER hereunder, the TOWN reserves the right to exercise its right of eminent domain to acquire the Premises. The TOWN and the SELLER hereby acknowledge and agree that the SELLER shall institute no proceedings subsequent to any eminent domain taking of the Premises for the payment on account of such taking of any amount in excess of the purchase price referred to herein. Both the TOWN and the SELLER hereby stipulate, acknowledge and agree that the fair market value of the Premises is fairly represented by the purchase price set forth herein and the SELLER shall institute no action for assessment of damages or bring any action in the nature thereof subsequent to the recording of any order of taking by the TOWN hereunder. The SELLER further waives any right to relocation benefits to which it may be entitled pursuant to G.L. c. 79A. SELLER agrees to save, defend, indemnify and hold harmless the TOWN from any and all costs, expenses, losses or liabilities, including reasonable attorney's fees, should SELLER violate the within provision. The Parties acknowledge and agree that the SELLER's obligations under this provision are conditioned upon the premises or any funds generated in connection with the premises shall be used for Library purposes. This paragraph shall survive the delivery of the deed hereunder.

Sarah Duckett

SELLER

Sarah Duckett,  
Hopkinton Public Library



BUYER

R.J. Dourhey  
Chair Board of Selectmen  
Town of Hopkinton

28. PROCUREMENT, ETC.

This agreement is subject to compliance with any requirements of the Massachusetts General, Special Laws, regulations or the Bylaws of the Town of Hopkinton relative to the acquisition of property by the TOWN.

29. SELLER'S CLOSING STATEMENT

SELLER agrees to execute at the closing a statement under oath to the BUYER or to any title insurance company issuing a policy to BUYER to the effect that: (1) there are no tenants, lessees or parties in possession of the Premises; (2) SELLER has no knowledge of any work having been done to the Premises which would entitle anyone now or hereafter to claim a mechanics' or materialmen's lien on the Premises; and (3) SELLER is not a foreign person subject to the withholding provisions of the Internal Revenue Code of 1986, as amended (FIRPTA).

30. EMINENT DOMAIN

In addition to agreeing to obtain conveyance of the Premises by transfer of a deed from the SELLER hereunder, the TOWN reserves the right to exercise its right of eminent domain to acquire the Premises. The TOWN and the SELLER hereby acknowledge and agree that the SELLER shall institute no proceedings subsequent to any eminent domain taking of the Premises for the payment on account of such taking of any amount in excess of the purchase price referred to herein. Both the TOWN and the SELLER hereby stipulate, acknowledge and agree that the fair market value of the Premises is fairly represented by the purchase price set forth herein and the SELLER shall institute no action for assessment of damages or bring any action in the nature thereof subsequent to the recording of any order of taking by the TOWN hereunder. The SELLER further waives any right to relocation benefits to which it may be entitled pursuant to G.L. c. 79A. SELLER agrees to save, defend, indemnify and hold harmless the TOWN from any and all costs, expenses, losses or liabilities, including reasonable attorney's fees, should SELLER violate the within provision. The Parties acknowledge and agree that the SELLER's obligations under this provision are conditioned upon the premises or any funds generated in connection with the premises shall be used for Library purposes. This paragraph shall survive the delivery of the deed hereunder.

*Sarah Duckett*

\_\_\_\_\_  
SELLER  
Sarah Duckett  
Treasurer  
Nine Church Street Corporation, Inc.

\_\_\_\_\_  
BUYER  
RJ Dourney  
Chairman  
Board of Selectmen  
Town of Hopkinton

EXTENSION OF TIME FOR PERFORMANCE

Date \_\_\_\_\_

The time for the performance of the foregoing agreement is extended until \_\_\_\_\_ o'clock \_\_\_\_ M. on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, time still being of the essence of this agreement as extended. In all other respects, this agreement is hereby ratified and confirmed.

This extension, executed in multiple counterparts, is intended to take effect as a sealed instrument.

Sarah Duckett  
SELLER Sarah Duckett

RJ Dourney  
BUYER RJ Dourney  
Chair  
Board of Selectmen  
Town of Hopkinton

EXTENSION OF TIME FOR PERFORMANCE

Date \_\_\_\_\_

The time for the performance of the foregoing agreement is extended until \_\_\_\_\_ o'clock \_\_\_\_\_ M. on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, time still being of the essence of this agreement as extended. In all other respects, this agreement is hereby ratified and confirmed.

This extension, executed in multiple counterparts, is intended to take effect as a sealed instrument.

*Sarah Duckett*

SELLER

Sarah Duckett

Treasurer

Nine Church Street Corporation, Inc.

BUYER

RJ Dourney

Chairman

Board of Selectmen

Town of Hopkinton



# Property Record Card

## Property Information

Property ID	U16 198 0
Location	9 CHURCH ST
Owner	NINE CHURCH STREET CORPOR
Owner 2	c/o NEALON & NEALON, ATT
Owner Address	P. O. BOX 292
Owner City	HOPKINTON
Owner State	MA
Parcel Size (Acres)	0.28
Building Style	MULTI-CONV
Building Value	\$173,100.00
Land Value	\$149,800.00
Total Value	\$328,900.00
Year Built	1900
Zoning	RA1
Land Use Code	105
Last Sale Book-Page	33452-211
Last Sale Date	
Last Sale Price	\$380,000.00



# Property Record Card

## Property Information

Property ID	U16 196 0
Location	13 MAIN ST
Owner	HOPKINTON, TOWN OF
Owner 2	LIBRARY
Owner Address	13 MAIN ST
Owner City	HOPKINTON
Owner State	MA
Parcel Size (Acres)	0.30
Building Style	LIBRARY
Building Value	\$499,400.00
Land Value	\$184,200.00
Total Value	\$683,600.00
Year Built	1900
Zoning	HD
Land Use Code	931
Last Sale Book-Page	11310-148
Last Sale Date	
Last Sale Price	\$20,000.00