

**STANDARD FORM
PURCHASE AND SALE AGREEMENT**

This ____ day of January, 2019.

1. PARTIES AND
MAILING ADDRESSES
(fill in)

George V. McKenna, and Claudia A. McKenna of 41 Old Littleton Road, Harvard MA
hereinafter called the SELLERS, agrees to SELL and

City of Waltham, by its Mayor, Jeannette A. McCarthy
hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION
*(fill in and include
title reference)*

Being an unimproved parcel of land, consisting of 1.8 acres, known as 334R Prospect Hill Road and shown as "Parcel 5B" on Plan of Land in Waltham, Mass. Dated August 24, 1987, James C. Vafiades, Registered Surveyor, herein the Premises, (the "Premises") a portion of the land described as lot E on Plan of Land In Waltham, Mass, Alfred Gargaro, Reg. Surveyor, dated Oct, 1969, plan number 230 of 1970. Being a portion of the land described in Deed dated August 27, 1976 and recorded with the Middlesex South Registry Of Deeds in Book 13048, Page 176.

3. FIXTURES
*(special provisions,
if any, re: fixtures,
appliances, etc.)*

Included in the sale as a part of the Unit are the fixtures belonging to the SELLER and used in connection therewith. The extent to which any of such fixtures belong to the SELLER may be governed in part by provisions contained in the Premises Documents.

4. TITLE DEED
(fill in)
**Include here by specific
reference any
restrictions,
easements, rights
and obligations not
included in (e),
leases, municipal
and other liens,
other encumbrances,
and make provisions
to protect SELLER
against BUYER's
breach of SELLER's
covenants in leases
where necessary.*

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, 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 tax 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 **performance of this Agreement**;
- (d) The provisions of the Act and the Premises Documents including without limitation all obligations of the unit owners to pay a proportionate share of the common expenses of the Premises;
- (e) All restrictions, easements and encumbrances referred to in the Premises Documents;

(f) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the current use of the premise.

5. PLANS

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

6. REGISTERED TITLE

In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

7. PURCHASE PRICE
(fill in); space is allowed to write out the amounts if desired

The agreed purchase price for said premises is Eighty eight thousand (\$88,000.00) Dollars, of which

\$ 0.00 was paid as a deposit this day; and
\$ 0.00 was paid with the Offer to Purchase Real Estate
\$ 88,000.00 is to be paid at the time of delivery of the deed
in cash, or by certified, cashier's, treasurer's or bank check(s), or by
Buyer's closing attorney's IOLTA account check.

\$ 88,000.00 Total

Such deed is to be delivered at **.M. on the 12th day of February, 2019**, at the Middlesex County Registry of Deeds, or at **BUYER's option, at the office of the BUYER's closing attorney**, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

9. POSSESSION AND CONDITION OF PREMISES. *(attach a list of exceptions, if any)*

Full possession of said premises, free of all tenants and occupants ~~except as herein provided~~, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable wear and tear hereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with the provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled personally to inspect the UNIT prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

10. EXTENSION TO PERFECT TITLE OR MADE 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 the delivery of the deed the premises do not conform with the provisions hereof, 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, unless the~~

(Change period of time if desired).

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 provision 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 **up to thirty (30)** . **“Reasonable efforts” as referenced above shall not require SELLER to expend more than One and One Half Percent (1.50%) of the sales price, excluding attorneys’ fees, to remedy any nonconformity or defect, except consensual or financial liens attributable to the SELLER.**

11. FAILURE TO
PERFECT TITLE
OR MAKE
PREMISES
CONFORM, etc.

If at 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 organization of unit owners shall fail to agree, within the time period set forth in the Act, if applicable, to proceed with such repair or restoration as may be necessary for such purposes, or shall expressly agree not to so proceed, or the holder of a mortgage on the Unit shall refuse to permit any insurance proceeds to be used for such purposes, then any payments **and accrued interest** made under this agreement shall be forthwith refunded **to BUYER** and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

12. 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 by the organization of unit owners or by the SELLER, then the SELLER shall, on delivery of the deed, unless said premises have previously been restored to their former condition, pay over or assign to the BUYER all amounts recovered or recoverable by the SELLER on account of such insurance, and give the BUYER a credit against the purchase price equal to any amounts reasonably expended by the SELLER for any partial restoration.

13. ACCEPTANCE OF
DEED

The acceptance **and recordation** of a deed by the BUYER or his nominee as the case may be, 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 **or as are stated in this Agreement to survive** the delivery of said deed.

14. USE OF
PURCHASE

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

MONEY TO
CLEAR TITLE

portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed or with regard to institutional liens, within a reasonable time thereafter in accordance with local conveyancing practice and provided the same is satisfactory to BUYER's title insurance company sufficient for it to issue an Owner's Policy of Title Insurance without taking exception for such encumbrances or interests.

15. INSURANCE
**Insert amount*

The SELLER represents that at the time of execution of this agreement, owners maintain insurance with respect to the Premises as follows:

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

16. EVIDENCE OF
INSURANCE

At the time of the delivery of the deed, the SELLER shall deliver to the BUYER a certificate of the Premises insurance referred to in clause 15 as then in effect. The procuring of any supplemental insurance shall be at the option and sole expense of the BUYER.

17. ADJUSTMENTS

~~Collected rents, mortgage interest, taxes for the then current fiscal year and common expenses for the then current month shall be apportioned as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. Uncollected rents for the current rental period shall be apportioned if and when collected by either party.~~

18. ADJUSTMENT OF
UNASSESSED
AND ABATED
TAXES

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

19. BROKER'S FEE
*(fill in fee with dollar
amount or
percentage; also
name of Brokerage
firm)*

~~A broker's fee for professional services of is due from the SELLER to the Broker(s) named herein, but only if, as and when the entire purchase price is paid and the deed is recorded, and not otherwise. but if the SELLER pursuant to clause 22 hereof retains the deposits made hereunder by the BUYER, the Broker(s) shall be entitled to receive from the SELLER an amount equal to one half the amount so retained or an amount equal to the Broker's fee for professional services according to this contract, whichever is lesser.~~

20. BROKER(S)
WARRANTY *(fill in name)* ~~The Broker(s) named herein, warrant(s) that he/she (they) is (are) duly licensed as such by the Commonwealth of Massachusetts.~~
21. DEPOSIT
(fill in name) ~~All deposits made hereunder shall be held in escrow as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement.~~
22. BUYER'S
DEFAULT;
DAMAGES ~~If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages unless within thirty days after the time for performance of this agreement or any extension hereof, the SELLER otherwise notifies the BUYER in writing, and this shall be SELLER's sole remedy at law and in equity. Conveyance by the SELLER of the Unit to the BUYER and payment of the consideration hereunder to the SELLER shall in all respects be deemed a waiver of BUYER's breach, if any, of this Agreement.~~
- Additionally, SELLER and BUYER acknowledge that SELLER has no adequate remedy at law in the event BUYER fails to fulfill BUYER's obligations hereunder because it is impossible to compute exactly the damages which would be incurred by SELLER in such event. BUYER and SELLER hereby agree that (i) the deposit is a reasonable forecast of the damages SELLER would incur if BUYER were to breach this Agreement, and (ii) the deposit represents damages and not any penalty against the BUYER.**
23. RELEASE BY
HUSBAND OR
WIFE The SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises.
24. BROKER AS
PARTY ~~The Broker(s) named herein join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to the Broker(s), and to any amendments or modifications of such provisions to which the Broker(s) agree(s) in writing.~~
25. 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.
26. WARRANTIES
AND
REPRESENTATIO
NS The BUYER acknowledges that BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s): **None.**

27. MORTGAGE
CONTINGENCY
CLAUSE

~~In order to help finance the acquisition of said premises, the BUYER shall apply for a conventional bank or other institutional mortgage loan of \$ at prevailing rates, terms and conditions. If despite the BUYER's diligent efforts a commitment for such loan cannot be obtained on or before, the BUYER may terminate this agreement by written notice to the SELLER and/or the Broker(s), as agent(s) for the SELLER, prior to the expiration of such time, whereupon 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. In no event will the BUYER be deemed to have used diligent efforts to obtain such commitment unless the BUYER submits a complete mortgage loan application conforming to the forgoing provisions on or before.~~

28. 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.

29. LEAD PAINT LAW

~~The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age.~~

30. SMOKE AND
CARBON
MONOXIDE
DETECTORS

~~The SELLER shall, at the time of the delivery of the deed, deliver a certificate from the fire department of the city or town in which said premises are located stating that said premises have been equipped with approved smoke and carbon monoxide detectors in conformity with applicable law.~~

31. ADDITIONAL
PROVISIONS

Subject to City's compliance with MGL c. 30B, §16(c), (d) and (e) regarding advertising requirements for municipal acquisition of property.

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

SELLER:

By: _____
George V. McKenna, Seller

Claudia A. McKenna, Seller

Tax ID/Social Security No. _____

Tax ID/Social Security No. _____

BUYERS:

City of Waltham by its Mayor,
Jeannette A. McCarthy,

Deed

We, George V. McKenna, Jr. and Claudia A. McKenna, husband and wife as tenants by the entirety, of 41 Old Littleton Road, Harvard, Worcester county, Massachusetts, in consideration of Eighty eight thousand (\$88,000.00) dollars, grant to the City of Waltham, a municipal corporation in the Commonwealth of Massachusetts, *with quitclaim covenants* the land located in Waltham, Middlesex County, Massachusetts, shown as parcel 5B on a entitled "Plan of Land in Waltham, Mass, James C. Vafiades-Reg. Surveyor," dated August 24, 1987 and recorded at the Middlesex Registry of Deed, Southern District, as Plan no. 1347 of 1987, Book 185778, page 368, bounded and described as follows:

- Northwesterly by land of the City of Waltham, fifty-seven and 55/100 (57.55) feet to a point, turning slightly northeasterly two hundred seven and 79/100 (207.79) feet;
- Northeasterly by the land of the City of Waltham, forty-three and 42/100 (43.42) feet to a point, turning slightly southeasterly one hundred (100.00) feet to a point, turning northeasterly sixty-six and 53/100 (66.53) feet to a point, turning southeasterly seventy-three and 48/100 (73.48) feet;
- Southeasterly by Lot A, Lot B, Lot 5A and a portion of Lot 4 on said plan, three Hundred nineteen and 41/100 (319.41) feet;
- Southwesterly by Lot 3 on said plan, two hundred eighty-six and 14/100 (286.14) feet;

Containing 77,695 square feet of land according to said plan.

Being a portion of the property deeded by Angelo Basile to grantors by deed dated August 27, 1976, recorded with the Middlesex South District Registry of deeds in Book 13048, Page 176.

Executed as a sealed instrument this ____ day of February, 2019.

George V. McKenna

Claudia A. McKenna

On this ___ day of _____, 2019, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

Notary Public

My commission expires:

LOCUS

BK 13048 PG 176

10 -

MASSACHUSETTS QUITCLAIM DEED SHORT FORM (INDIVIDUAL) 881

KNOW ALL MEN BY THESE PRESENTS

That I, ANGELO BASILE, of Lincoln, Middlesex County, Massachusetts,

for consideration paid, and in full consideration of ~~XXXXXXXXXXXXXXXXXXXX~~ FIFTEEN THOUSAND (15,000.00) Dollars grants to GEORGE V. MCKENNA and CLAUDIA A. MCKENNA, husband and wife, as tenants by the entirety, both of 334 Prospect Hill Road, Waltham, Massachusetts, with quitclaim covenants

the land in said Waltham situate on the westerly side of Prospect Hill Road shown as Lot E on "Plan of Land in Waltham, Mass., Owner Angelo Basile, October 1969, ~~XXXXXXXXXXXXXXXXXXXX~~

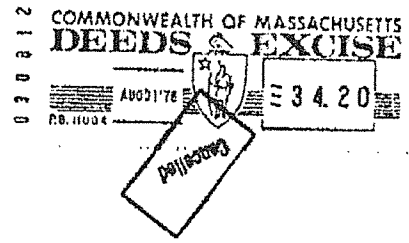
Alfred Gargaro, Reg. Surveyor", recorded with Middlesex South District Registry of Deeds, as Plan #230 of 1970, also recorded with said Deeds, Book 11809, Page 438, and

Containing 3.7 acres according to said plan and being all of the premises conveyed to the Grantor by the Roman Catholic Archbishop of Boston by deed dated June 27, 1969, recorded with said Deeds, Book 11710, Page 548, except Lots A, B, C and D on said plan.

Subject to municipal taxes for the fiscal year beginning July 1, 1976.

1331-76 1233 2135E-0111

Basile to McKenna 1976



Witness my hand and seal this 27 day of August 1976

Angelo Basile

The Commonwealth of Massachusetts

Middlesex, ss. August 27 1976

Then personally appeared the above named ANGELO BASILE and acknowledged the foregoing instrument to be his free act and deed, before me Notary Public - ~~XXXXXXXXXXXX~~

[Signature]

My commission expires Jan 31 1981.

(*Individual - Joint Tenants - Tenants in Common - Tenants by the Entirety.)

CHAPTER 185 SEC. 6 AS AMENDED BY CHAPTER 497 OF 1969

Every deed presented for record shall contain or have endorsed upon it the full name, residence and post office address of the grantee and a recital of the amount of the full consideration thereof in dollars or the nature of the other consideration therefor, if not delivered for a specific monetary sum. This full consideration shall mean the total price for the conveyance without deduction for any liens or encumbrances assumed by the grantee or remaining thereon. All such endorsements and recitals shall be recorded as part of the deed. Failure to comply with this section shall not affect the validity of any deed. No register of deeds shall accept a deed for recording unless it is in compliance with the requirements of this section.



2010 00074128

Bk: 54657 Pg: 453 Doc: DEED
Page: 1 of 2 05/10/2010 09:51 AM

Lot C

Deed

No lounge own this Lot

- sold in 1987

185 78/3

Lot C same lot as 5A on 1992 plan by Valadez

We, George V. McKenna Jr. and Claudia A. McKenna, husband and wife as tenants by the entirety of 41 Old Littleton Road, Harvard, Worcester County, Massachusetts in consideration of one (\$1.00) dollar grant to George V. McKenna and Claudia A. McKenna trustees of the Prospect Hill Realty Trust under a written Declaration of Trust dated December 23, 2009 and recorded here-with with quitclaim covenants the land with the buildings thereon located in Waltham, Middlesex County, Massachusetts, shown as Lot C on Plan of Land entitled "Plan of Land in Waltham, Mass., Owner, Angelo Basile," Alfred Gargaro, Registered Surveyor, dated October, 1969 and recorded as Plan Number 230 (A of 2) of 1970 in Middlesex County South District Registry of Deeds in Book 11,809, page 458, bounded and described as follows:

- SOUTHEASTERLY by Prospect Hill Road by two bounds, twenty-two (22) feet and seventy-eight (78) feet;
- SOUTHWESTERLY by Lot D on said plan, one hundred fifty-one (151) feet;
- NORTHWESTERLY by Lot E on said plan, one hundred (100) feet;
- NOTHEASTERLY by Lot B on said plan, one hundred fifty-one and 22/100 (151.22) feet.

Containing 15,101 square feet of land according to said plan.

Together with the right to pass and repass for all lawful purposes over and upon Prospect Hill Road and West Dale Street.

Being a portion of the property deeded by Angelo Basile to Angelo Basile and Catherine Basile as they are Trustees of the Basile Realty Trust by deed dated May 26, 1972 recorded with Middlesex South District Registry of Deeds in Book 12,212, Page 474.

Being the same premises conveyed to the grantors by Angelo Basile and Catherine Basile by deed dated October 10, 1975 and recorded with the Middlesex South District Registry of Deeds in Book 12875, Page 414.

Executed as a sealed instrument this 23 day of December, 2009.

George V. McKenna
George V. McKenna

Claudia A. McKenna
Claudia A. McKenna

Return to:
DEFRANCESCHI & KLEMM, P.C.
ATTORNEY AT LAW
6 BEACON STREET
BOSTON, MA 02108-3802

* Grantee ADDRESS: 41 Old Littleton Rd HARVARD
Locus: 334R Prospect Hill Road, Waltham, MA 02154
INCORRECT

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 23 day of December, 2009, before me personally appeared the above-named George V. McKenna Jr., and proved to me through satisfactory evidence, which was MA Driver's Lic, to be the person whose name is signed on this page or attached documents, and acknowledged to me that he signed it voluntarily for its stated purpose.



Notary Public

My commission expires: 6/4/2010

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 23 day of December, 2009, before me personally appeared the above-named Claudia A. McKenna, and proved to me through satisfactory evidence, which was MA Driver's Lic, to be the person whose name is signed on this page or attached documents, and acknowledged to me that she signed it voluntarily for its stated purpose.



Notary Public

My commission expires: 6/4/2010

1987

CITY OF WALTHAM

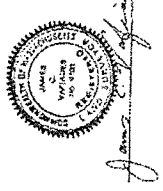
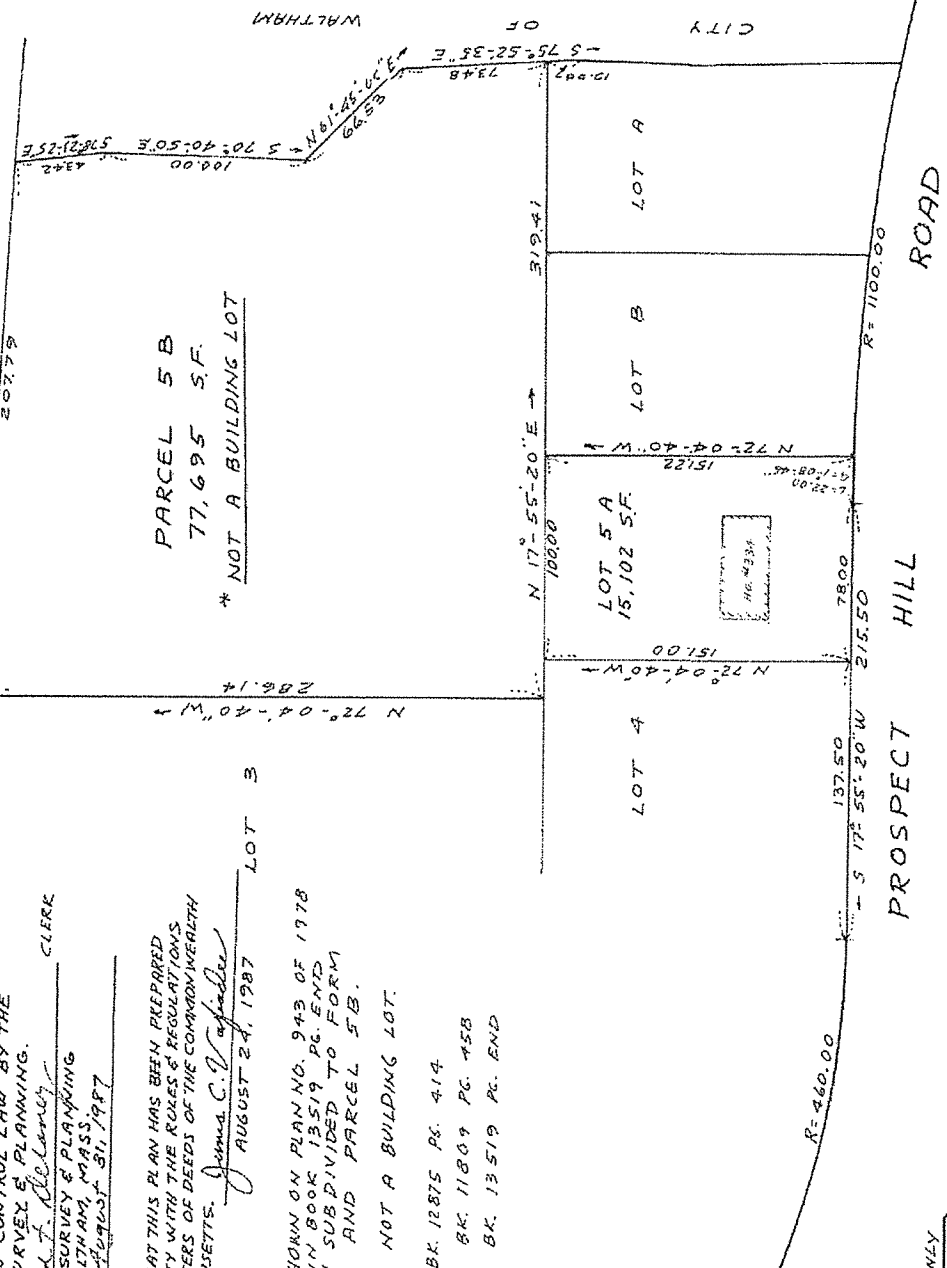
NOTES:
 APPROVAL NOT REQUIRED UNDER THE
 SUBDIVISION CONTROL LAW BY THE
 BOARD OF SURVEY & PLANNING.
James T. O'Leary CLERK
 BOARD OF SURVEY & PLANNING
 CITY OF WALTHAM, MASS.
 DATE: AUGUST 31, 1987

I CERTIFY THAT THIS PLAN HAS BEEN PREPARED
 IN CONFORMITY WITH THE RULES & REGULATIONS
 OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH
 OF MASSACHUSETTS. James C. Vafiades
AUGUST 24, 1987 LOT 3

LOT 5 SHOWN ON PLAN NO. 943 OF 1978
 RECORDED IN BOOK 13519 PG. 45B
 HAS BEEN SUBDIVIDED TO FORM
 LOT 5A AND PARCEL 5B.

* PARCEL 5B NOT A BUILDING LOT.
 DEED REF. BK. 12875 PG. 414
 PLAN REF. BK. 11809 PG. 45B
 BK. 13519 PG. 45B

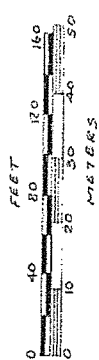
PARCEL 5B
 77,695 S.F.
 * NOT A BUILDING LOT



James C. Vafiades
 REGISTERED PROFESSIONAL SURVEYOR
 No. 12578
 STATE OF MASSACHUSETTS

PLAN OF LAND
 IN
 WALTHAM, MASS.

SCALE: 1" = 40'
 AUGUST 24, 1987
 JAMES C. VAFIADES - REG. SURVEYOR
 256 WORCESTER LANE, WALTHAM, MA.



FOR REGISTRY USE ONLY
 *Register of Deeds,
 Southern District
 of Massachusetts
 JAN 13 1987
 9-29-87
 IN TIME IN Doc No. 807
 18578
 368

1247

1970 plan

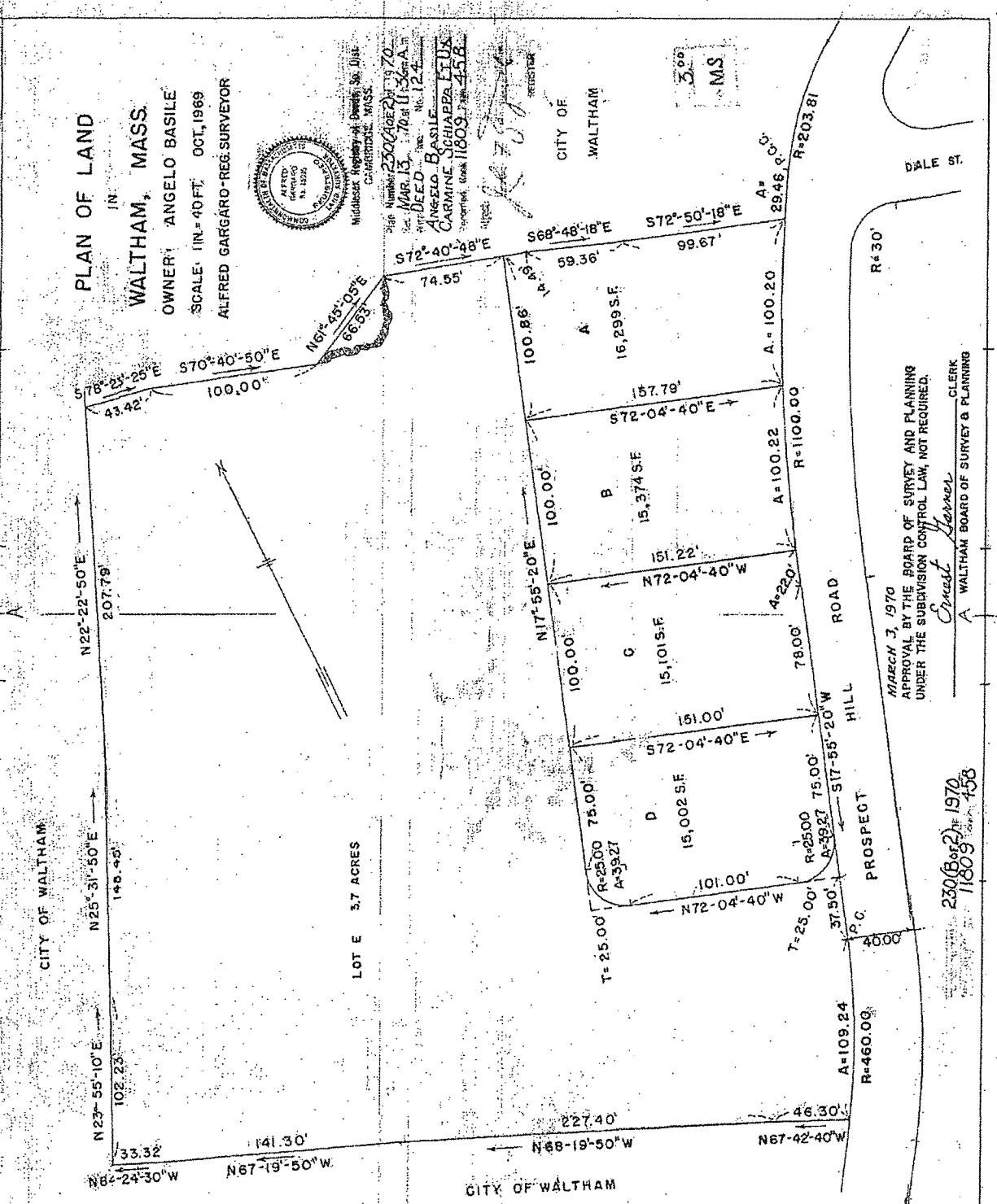
PLAN OF LAND IN WALTHAM, MASS.

OWNER: ANGELO BASILE
SCALE: 1" = 40 FT. OCT, 1969
ALFRED GARGARO - REG. SURVEYOR



Map Number 230 (6 of 2) of 1970
Date: MAR. 13, 1970
Surveyed by: ANGELO BASILE
CARMINE SCHIABBA ETUX
Professional, Book 11809, Page 458

CITY OF
WALTHAM



CITY OF WALTHAM

LOT E 3.7 ACRES

CITY OF WALTHAM

MARCH 3, 1970
APPROVAL BY THE BOARD OF SURVEY AND PLANNING
UNDER THE SUBDIVISION CONTROL LAW, NOT REQUIRED.
Ernest Hansen
CLERK
WALTHAM BOARD OF SURVEY & PLANNING

230 (6 of 2) of 1970
11809 Page 458

230

230

Massachusetts General Laws Annotated

Part I. Administration of the Government (Ch. 1-182)

§ 16. Real property; disposition or acquisition to State Officers (Ch. 29-30b)
MA ST 30B § 16 Massachusetts General Laws Annotated Part I. Administration of the Government (Ch. 1-182) Effective: July 1, 2014 (Approx. 2 pages)

Chapter 30B. Uniform Procurement Act (Refs & Annos)

Competitive bidding
Purpose
Sale

Proposed Legislation

Effective: July 1, 2014

M.G.L.A. 30B § 16

§ 16. Real property; disposition or acquisition

Currentness

(a) If a governmental body duly authorized by general or special law to engage in such transaction determines that it shall rent, convey, or otherwise dispose of real property, the governmental body shall declare the property available for disposition and shall specify the restrictions, if any, that it will place on the subsequent use of the property.

(b) The governmental body shall determine the value of the property through procedures customarily accepted by the appraising profession as valid.

(c) A governmental body shall solicit proposals prior to:

(1) acquiring by purchase or rental real property or an interest therein from any person at a cost exceeding \$35,000; or

(2) disposing of, by sale or rental to any person, real property or any interest therein, determined in accordance with paragraph (b) to exceed \$35,000 dollars in value.

(d) The governmental body shall place an advertisement inviting the submission of proposals in a newspaper with a circulation in the locality sufficient to inform the people of the affected locality. The governmental body shall publish the advertisement at least once a week for two consecutive weeks. The last publication shall occur at least eight days preceding the day for opening proposals. The advertisement shall specify the geographical area, terms and requirements of the proposed transaction, and the time and place for the submission of proposals. In the case of the acquisition or disposition of more than twenty-five hundred square feet of real property, the governmental body shall also cause such advertisement to be published, at least thirty days before the opening of proposals, in the central register published by the state secretary pursuant to section twenty A of chapter nine.

newspaper

1x/wk for 2 wks.

> 8 days before proposal due

*geo area
terms
time of proposal due*

*advert. in 30 days
prior in central
Reg.*

(e) The governmental body may shorten or waive the advertising requirement if:

(1) the governmental body determines that an emergency exists and the time required to comply with the requirements would endanger the health or safety of the people or their property; provided, however, that the governmental body shall state the reasons for declaring the emergency in the central register at the earliest opportunity; or

(2) in the case of a proposed acquisition, the governmental body determines in writing that advertising will not benefit the governmental body's interest because of the unique qualities or location of the property needed. The determination shall specify the manner in which the property proposed for acquisition satisfies the unique requirements. The governmental body shall publish the determination and the reasons for the determination, along with the names of the parties having a beneficial interest in the property pursuant to section forty J of chapter seven, the location and size of the property, and the proposed purchase price or rental terms, in the central register not less than thirty days before the governmental body executes a binding agreement to acquire the property.

(f) Proposals shall be opened publicly at the time and place designated in the advertisement. The governmental body shall submit the name of the person selected as party to a real property transaction, and the amount of the transaction, to the state secretary for publication in the central register.

(g) If the governmental body decides to dispose of property at a price less than the value as determined pursuant to paragraph (b), the governmental body shall publish notice of its decision in the central register, explaining the reasons for its decision and disclosing the difference between such value and the price to be received.

(h) This section shall not apply to the rental of residential property to qualified tenants by a housing authority or a community development authority.

(i) Acquisitions or dispositions of real property or any interest therein pursuant to this section between governmental bodies and the federal government, the commonwealth or any of its political subdivisions or another state or political subdivision thereof shall be subject to subsections (a), (b) and (g).

Credits

Added by St.1989, c. 687, § 3. Amended by St.1995, c. 131, § 2; St.1996, c. 450, § 86; St.2000, c. 159, § 78; St.2014, c. 165, § 66, eff. July 1, 2014.

Notes of Decisions (3)

M.G.L.A. 30B § 16, MA ST 30B § 16

Current through Chapter 322 of the 2018 2nd Annual Session

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