

**From the Office of:**  
*Blatman, Bobrowski & Haverty, LLC*  
9 Damonmill Square, Suite 4A4  
Concord, MA 01742  
Phone: 978-371-2226  
Fax: 978-371-2296

## **PURCHASE AND SALE AGREEMENT**

(hereinafter referred to as the "Agreement")

**This day of August, 2020**

1. PARTIES AND MAILING ADDRESSES

**Valerie Blaschuk as Trustee of the Vasilies Spanos Trust dated November 17, 2004**

(hereinafter referred to as the "SELLER") agrees to sell and **The Town of Chelmsford**, having an address of Town Offices, 50 Billerica Road, Chelmsford, Massachusetts (hereinafter referred to as the "BUYER") (SELLER and BUYER sometimes hereinafter collectively referred to as the "Parties"), agrees to buy, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

A certain oval parcel of land in Chelmsford off of Parker Road containing .14 acre having an Assessors Id. of 102-410-4 being a portion of the property conveyed to the grantor by deed recorded as Land Court Document No. 239258 (the four above-referenced parcels hereinafter collectively referred to as the "Premises").

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

The Premises consist of vacant land.

4. TITLE DEED

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) calendar 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) Existing rights and obligations in party walls which are not the subject of written agreement;
- (c) Such taxes for the then current fiscal year as are not due and payable on the date of the delivery of such deed;
- (d) Any liens for municipal betterments assessed after the date of this Agreement;
- (e) Easements, restriction and reservations of record, if any, so long as the same do not prohibit or materially interfere with the current use of said Premises;
- (f) Any state of facts an accurate survey of the Premises may show, provided the same does not render title uninsurable or insurable at an additional premium. Fences and other incidental structures which vary from record lines shall not be deemed to render title uninsurable;

- (g) Rights of utilities to maintain and operate lines, wires, cables, poles and distribution boxes in, over, under or upon the Premises; and
- (h) The standard printed exceptions contained in the form of any title insurance policy issued by the title insurance company insuring the BUYER's title to the Premises.

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 provided, however, that the SELLER shall not be required to perform a boundary survey.

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 to 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

The agreed to purchase price for said Premises is Sixteen Thousand and Two Hundred Dollars (\$16,200.00), of which:

\$0	have been paid as a deposit this day
\$16,200.00	is to be paid at the time of the delivery of the deed by wire, or by bank check, or attorney's conveyancing account check

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\$ 16,200.00 TOTAL

8. TIME FOR PERFORMANCE; DELIVERY OF DEED ("CLOSING")

Such deed is to be delivered at 12:00 o'clock P.M. on the **2<sup>nd</sup> day of November**, at the **Middlesex North District Registry of Deeds** or at the office of the conveyancing attorney, if in Middlesex County, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement. Neither SELLER, nor their agents or attorney shall be required to attend the Closing, but shall facilitate the transaction and ensure that the originally signed deed, any power of attorney, and other customary documents are delivered to the closing attorney.

9. POSSESSION AND CONDITION OF PREMISES

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 were at the time of BUYER's inspection of the Premises, all of BUYER's use and wear thereof excepted; and (b) not in record violation of said zoning laws; and (c) in compliance with provisions of any instrument referred to in Clause Four (4) hereof. The BUYER shall be entitled personally to inspect said premises within seventy-two (72) hours 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 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 the delivery of the deed the Premises do not conform with the provisions hereof, 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 of performance hereunder, and thereupon the time for performance shall be extended for a period of thirty calendar days. **Reasonable efforts shall not require the SELLER to spend in excess of \$1,500.00, exclusive of voluntary liens and encumbrances.**

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 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.

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 therefore 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 Paragraph, 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 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.

In the event of conveyance in accordance with the provisions of this Section, BUYER shall be deemed to have waived compliance by SELLER with those representations and warranties set forth in this Agreement and in the Rider attached hereto with respect to which the title and condition of the Premises are not in compliance.

13. ACCEPTANCE OF DEED

The acceptance 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 the delivery of said deed.

The deed and other documents required by this Agreement shall be recorded at the time of Closing, but in no event any later than the end of the next business day.

14. 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 in accordance with customary local conveyancing practice.

15. INSURANCE

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

Type of Insurance	Amount of Coverage
(a) Fire and Extended Coverage	*\$ As presently insured

16. ADJUSTMENTS

Real estate taxes for the then current fiscal year shall be adjusted in accordance with G.L. c. 59, s.72A. Any taxes paid by SELLER prior to the closing shall not be refunded. If the amount of said taxes is not known at the time of the delivery of the deed, they shall be paid by the BUYER.

17. BROKER'S COMMISSION

The BUYER warrants and represents to the SELLER and the SELLER represents and warrants to the BUYER that neither has dealt with any broker or other person entitled to a broker's commission in connection with the negotiation or execution of this Agreement or the consummation of the transaction contemplated hereby

18. 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 and this shall be Sellers sole and exclusive remedy at law and in equity.

19. 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.

20. 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.

21. WARRANTIES AND REPRESENTATIONS

The BUYER acknowledges that the 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 and the Rider attached hereto, 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.**

The BUYER acknowledges that BUYER is purchasing the premises in an “as-is, as-seen” condition and with all faults without any warranties, express or implied, or representation of any name, nature or description except as contained in this agreement. BUYER waives any right BUYER may ever have had or presently has to terminate this Agreement as the result of the condition of the Premises.

22. CONSTRUCTION OF AGREEMENT

This Agreement, which may be 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 canceled, 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.

23. ADDITIONAL PROVISIONS

The executed Rider A, attached hereto, is incorporated herein by reference. If any provision in the Rider conflicts in any way with any other provision of this Agreement, the provision contained in the Rider shall control.

24. BUYER’S CONTINGENCIES

BUYER’S obligation to perform under this Agreement is subject to the following conditions:

- A. BUYER obtaining a favorable vote of Town Meeting in the Town of Chelmsford authorizing the BUYER to acquire the Premises for the consideration stated herein and upon the terms set forth in this Agreement and appropriating funds therefor, and, if applicable, approval at a town election for a debt exclusion pursuant to G.L. c. 59, §21C. The Buyer shall support the purchase described herein at Town Meeting and any town election;
- B. BUYER shall have complied with the provisions of G.L. c. 30B (the Uniform Procurement Act), **if applicable**. For acquisition of real property determined to be unique, thirty (30) days shall have elapsed since the date of publication of BUYER’S determination of uniqueness of the Central Register, without objection;
- C. SELLER shall have complied with the disclosure provisions of G.L. c. 7, §40J. SELLER hereby agrees to execute a “Disclosure of Beneficial Interests in Real Property Transaction” certificate as required by G.L. c. 7, §40J;
- D. SELLER shall have complied with the disclosure provisions of G.L. c.7C, § 38, and SELLER and BUYER agree to diligently pursue full compliance with said statute. BUYER shall prepare and file all required statements;
- E. Compliance with the provisions of G.L. c. 40, §14; and
- F. Compliance with any other requirements of the Massachusetts General or Special Laws relative to the purchase of the premises by the BUYER.

If any of the foregoing conditions are not satisfied by November 2, 2020, BUYER shall have the option of extending the Closing until such conditions are satisfied, and further provided that the closing date shall not be extended beyond December 3<sup>rd</sup>, 2020, provided that the BUYER shall

give SELLER written notice of its exercise of this option prior to the Closing. If the Closing has not occurred on or before December 3, 2020, then SELLER may terminate this Agreement by written notice to BUYER as of the date set forth in the written notice, in which case this Agreement shall cease and be void and without recourse to the Parties hereto.

**NOTICE: THIS IS A LEGAL DOCUMENT THAT CREATES BINDING OBLIGATION. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY.**

SIGNED as a sealed instrument as of the date first written above.

BUYER:  
The Town of Chelmsford, Middlesex County, Massachusetts

SELLER:

By \_\_\_\_\_  
Its Select Board Member

By \_\_\_\_\_  
Its Select Board Member

\_\_\_\_\_  
**Valerie Blaschuk as Trustee of the  
Vasilies Spanos Trust**

By \_\_\_\_\_  
Its Select Board Member

By \_\_\_\_\_  
Its Select Board Member

By \_\_\_\_\_  
Its Select Board Member

**RIDER A TO PURCHASE AND SALE AGREEMENT**

PREMISES: Parker Road  
SELLER: **Valerie Blaschuk as Trustee of the Vasilies Spanos Trust**  
BUYER: **The Town of Chelmsford**

SELLER and BUYER agree as follows with respect to the Premises:

- 1. NOTICES.** Any notices required under this Agreement shall be deemed sufficient if delivered in hand, by facsimile, email, by national overnight courier service, to the BUYER or SELLER at the address set forth in Article 1 above and to their respective attorney as set forth below:

To the SELLER: **Valerie Blaschuk**  
**Valerie.blaschuk@yahoo.com**

To the BUYER: Paul Haverty, Esq.  
Christopher J. Alphen, Esq.  
Blatman, Bobrowski & Haverty, LLC  
9 Damonmill Square, Suite 4A4  
Concord, MA 01742  
Phone: (978) 371-2226  
Fax: (978) 371-2296  
chris@bbhlaw.net

- 2. LIMITED POWER TO SIGN.** Each of the undersigned hereby authorizes his or her respective attorney or agent in the case of the Seller to assent to and execute on that party's behalf any agreements extending the time for the performance of any event or of any notice that may be given under this Agreement. Electronic mail shall be sufficient for such assents.
- 3. BUYER'S ACCESS PRIOR TO CLOSING.** From and after the date hereof, upon reasonable notice to the SELLER or Broker and only with a representative of Seller present and at Seller's convenience, the BUYER shall have reasonable access to the Premises for the purpose of taking measurements, performing final inspections and surveys, contracting, and for appraisal and similar purposes.
- 4. TITLE.** Notwithstanding the provisions of Paragraph 4 of the Agreement, the Parties agree that the Premises shall not be in conformity with the provisions of the Agreement unless, on the closing date:
- a. No building, structure or improvement of any kind belonging to any other person or entity shall encroach upon or under the Premises; and
  - b. All improvements located on the Premises have been constructed in accordance with any covenants or approvals governing the same and all proper releases and certificates of compliance have been properly recorded.

- 5. TITLE STANDARDS.** Any title or practice matter which is the subject of a title or practice standard of the Real Estate Bar Association of Massachusetts (the "REBA") at the time for delivery of the Deed shall be governed by said title or practice standard to the extent applicable. Any dispute as to any title issue or conveyancing practice remaining unresolved at the scheduled time for performance under this Agreement shall be resolved in accordance with applicable Standards or Practices of the REBA, to the extent possible.

It is understood and agreed by the Parties that the Premises shall not be in conformity with the provisions of this Agreement unless the Premises are insurable for the benefit of the Buyer by a title insurance company licensed to do business in the Commonwealth of Massachusetts at the normal premium rates in the American Land Title Association (ALTA) form currently in use, subject only to those printed "jacket" exceptions to title included in said form and any exceptions permitted under Paragraph 4 of the Agreement.

It is agreed that in the event of a title matter for which a title insurance company is willing to issue a so-called "clean" policy or provide "affirmative coverage" over a known defect or problem, BUYER may elect to accept same but shall not be required to do so, and shall have the right to deem title to the premises unacceptable or unmarketable and to terminate this Agreement.

- 6. UNDERGROUND FUEL TANKS.** SELLER represents that there are no underground fuel storage tanks on the Premises.
- 7. HAZARDOUS WASTE.** SELLER represents that the SELLER has never generated, stored or disposed of any hazardous waste on the Premises and that the SELLER is not aware of the generation, storage, or disposal of such waste or substance on the Premises by anyone else.
- 8. EXTENSION UNDER ARTICLE 10 OF THE AGREEMENT.** If an extension of the time for performance by SELLER hereunder is invoked it shall specifically be construed to apply to matters affecting title, the physical condition of the Premises and compliance of the Premises with municipal, county, state or federal codes, ordinances, statues or regulations concerning the Premises and to which the Premises are subject under the terms of this Agreement and shall not, however, be construed to excuse SELLER from vacating the Premises at the time set for performance hereunder for reasons such as unavailability of movers, inability to find new housing, inconvenience or other such delays in performance hereunder.
- 9. CONDITION OF PREMISES.** The SELLER agrees to deliver the premises at the time of delivery of the SELLER'S deed in the same condition as of the date of this Agreement and free of all of the SELLER'S possessions, debris, and other property there from which are not being sold to the BUYER, or left for their benefit, as consented to by them. Prior to Closing, SELLER shall maintain premises and the landscaping, including but not limited to watering and cutting the lawn and shrubs, at no expense to BUYER, in the same manner as has been SELLER'S custom.
- 10. CHANGE OF CLOSING LOCATION.** Notwithstanding the provisions of Article 8 of this Agreement, the place for the delivery of the SELLER'S deed will be at the office of the BUYER'S Attorney for the BUYER'S acquisition of the premises, if located in the subject county.

**11. SELLERS DOCUMENTS.** SELLER agrees at the Closing to execute a statement under oath to any title insurance company issuing a policy to BUYER and/or BUYER'S mortgagee and/or the BUYER individually 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 Deficit Reduction Act of 1984 (FIRPTA). SELLER hereby makes such representations to the BUYER as of the Closing.

**12. DISPUTES.** In the event of a dispute between the parties, at the written request of either party, the parties agree to submit the dispute for at least three (3) hours of mediation to REBA Dispute Resolution, a subsidiary of the Real Estate Bar Association for Massachusetts, or to another mediator as the parties may agree. Mediation sessions shall be conducted within seven (7) days of the date on which the mediator receives a request for mediation from either party. The rules and procedures of REBA Dispute Resolution or such alternative mediator shall govern the mediation, and the cost and fees of REBA Dispute Resolution or such other mediator shall be shared equally by Buyer and Seller. Any agreement resolving the dispute which is signed by Buyer and Seller pursuant to a mediation conference, shall be binding upon the parties. In the event that Buyer and Seller are unable to resolve their dispute by mediation, either party shall be entitled to proceed to litigation or if mutually agreeable, other dispute resolution procedures.

**13. NEXT BUSINESS DAY.** If the scheduled closing date, or the date any notice required pursuant to this Agreement is due, falls on a Saturday, Sunday or legal holiday, the Closing Date or due date of said Notice, shall be the next business day.

**14. SELLER REPRESENTATIONS.** SELLER represents and warrants:

- a. SELLER has the legal right, power and authority to enter into this Agreement and to perform all of its obligations hereunder.
- b. There are no tenancies, occupancies or licenses in or to the Premises.
- c. SELLER has not commenced nor has SELLER received notice of the commencement of any proceeding which would affect the present zoning classification of the Premises. SELLER will not initiate any such proceeding and will promptly notify BUYER if SELLER receives notice of any such proceeding commenced by third parties.
- d. There are no agreements or contracts affecting any of the Premises or any use of the Premises that would not be terminable by will by BUYER without penalty from and after the closing.
- e. There are no suits, actions or proceedings pending or threatened against SELLERS materially affecting the Premises or SELLER'S right or power to consummate the transaction contemplated by this agreement before any court or administrative agency or office that will not be removed simultaneously with the delivery of the deed.
- f. There is no condemnation proceeding pending or threatened against any portion of the Premises.
- g. SELLER represents and warrants that there will be sufficient funds available at the time of the closing to satisfy any and all liens and encumbrances that affect the Premises.

- h. SELLER shall cooperate with the BUYER's efforts to obtain the requirements specified in paragraph 24(B-E) of the Agreement, by executing all closing documents reasonably required by the BUYER.
- i. There are no betterments affecting the Premises. Any betterments assessed prior to the date of closing shall be paid in full by the SELLER prior to closing.
- j. If the Premises are affected by an Order of Conditions issued by the Conservation Commission for the Town in which the Premises is situated, SELLER shall provide BUYER or Lender's counsel with a certificate of compliance for said Order of Conditions prior to closing.

**15. BUYER REPRESENTATIONS.** BUYER represents and warrants:

- a. BUYER is a duly organized and validly existing municipal corporation under the laws of the Commonwealth of Massachusetts and has full power and authority to enter into this Agreement and to perform its obligations under this Agreement;
- b. The execution and delivery of this Agreement has been duly authorized by all necessary and appropriate action of BUYER;
- c. BUYER shall comply with all requirements of the Massachusetts General Laws or Special Laws relative to the purchase of the Premises; and
- d. BUYER shall support the purchase of the Premises, for the consideration stated herein and upon the terms set forth in this Agreement, at any Town Meeting or Special Town Meeting in the Town of Chelmsford authorizing the BUYER to acquire the Premises and appropriating funds therefor, and, if applicable, at any town election for a debt exclusion pursuant to G.L. c. 59, §21C.

**16. LEGAL COUNSEL.** BUYER and SELLER hereby acknowledge that they have been offered the opportunity to seek and confer with qualified legal counsel of their choice prior to signing this Agreement.

**17. NO NOTICE OF VIOLATIONS.** SELLER represents as of the date hereof the SELLER has received no notice or communication from any municipal, county, state or federal agency asserting or alleging that the Premises are or may be in violation of the provisions of any municipal, county, state or federal codes, ordinances, statutes or regulations relating to zoning, building, environmental or health matters, which has not heretofore been rectified, nor is the SELLER aware of any such violation.

**18. PERMIT COMPLIANCE.** SELLER further represents that with respect to any work SELLER has caused to be undertaken at the Premises such work was performed pursuant to building permit, said permit or permits have received final sign off and closure by the Building Inspector of the town where the premises are situated, and SELLER has no knowledge of any "open" building permits. In the event that the SELLER has caused work to be done to the Premises without obtaining the requisite permits, then SELLER shall obtain a final signed off permit prior to closing.

**19. ADJUSTMENTS.** If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the Parties (or would have been included if not for any such error or omission) and notice hereof is given to the party to be charged, then such party agrees to make a payment to correct the error or omission. The Parties hereto also agree to execute and deliver to the requesting party whatever additional documents or amendments to existing documents are reasonably required to effectuate the sale and purchase under this Agreement provided such additional documents or amendments are prepared by the requesting party, and do not in any way adversely affect, or otherwise enlarge the liability of, any of the Parties relative to said sale and purchase. The provisions of this Clause shall survive delivery of the deed.

**20. INTEGRATION.** This Agreement supersedes all prior agreements, memoranda and other understandings between the parties and represents the complete and full agreement of the Parties hereto except as this Agreement is modified or altered by written agreement signed by the Parties hereto. All prior offers, agreements and memoranda, including the Contract (Offer) to Purchase, Listing Sheet and any Statement of Condition, with respect to the transactions contemplated hereby shall be null and void.

**21. FAXED OR ELECTRONIC SIGNATURES.** Faxed, scanned or electronic signatures on this agreement, as well as on any extensions, amendments, modifications or ancillary agreements, shall be considered as binding as original signatures and may be relied upon. Faxed or Electronic Signatures may not be used for Deeds or other documents to be recorded at the Registry of Deeds which shall be original signatures.

BUYER:  
The Town of Chelmsford, Middlesex County, Massachusetts

SELLER:

By \_\_\_\_\_  
Its Select Board Member

By \_\_\_\_\_  
Its Select Board Member

\_\_\_\_\_  
**Valerie Blaschuk as Trustee of the  
Vasilios Spanos Trust**

By \_\_\_\_\_  
Its Select Board Member

By \_\_\_\_\_  
Its Select Board Member

By \_\_\_\_\_  
Its Select Board Member