

PURCHASE AND SALE AGREEMENT

1. Information and Definitions

(a) Date of this Agreement: October 15, 2018

(b) PREMISES: The land together with any buildings and improvements thereon located at 82 Morse Road, Sudbury, Massachusetts consisting of the following three (3) parcels:

(1) Sudbury Assessor's Parcel F09-0004 (9.59 +/- acres) (hereinafter, "Parcel 1"), and

(2) A portion of Sudbury Assessor's Parcel F09-0002 (4.0 +/- acres), located on the northeast side of Morse Road Sudbury, MA (hereinafter, "Parcel 2");

(3) A portion of Sudbury Assessor's Parcel F09-0002 (20.02 +/- acres), located on the southwest side of Morse Road, Sudbury, MA (hereinafter, "Parcel 3"),

each of which is shown on the plan of land attached hereto as Exhibit 1.

Parcel 1, Parcel 2, and Parcel 3 shall collectively be referred to herein as the "Premises".

(c) SELLER: Honora Haynes, or her nominee.

SELLER's Address: c/o Elspeth Davis, acting under a Power of Attorney, 82 Morse Road, Sudbury, MA 01776

SELLER's Attorney: Steven Grande, III, Esq.

Address: 56-60 Union Avenue
Sudbury, MA 01776

Email: segiii@comcast.net

Phone: 978-443-7881

Fax: 978-443-7883

(d) BUYER: Town of Sudbury
c/o Melissa Murphy-Rodrigues, Town Manager

Address: Flynn Building
278 Old Sudbury Road
Sudbury, MA 01776

BUYER's Attorney: Lee S. Smith, Esq.

Address: KP Law, P.C.,
101 Arch St.
Boston, MA 02110

Email: lsmith@k-plaw.com; lsmith@k-plaw.com

Phone: (617) 654-1809

Fax: (617) 654-1735

(e) PURCHASE PRICE: The purchase price for the Premises is as follows:

Parcel 1: \$1,860,000.00

Parcel 2: \$1,001,000.00

Parcel 3: \$2,639,000.00

each together with other good and valuable consideration which is to be paid at the time of delivery of the deed by municipal treasurer's check or wire transfer.

(f) CLOSING DATES:

The Closing Date for Parcel 1 shall be on November 16, 2018.

The Closing Date for Parcel 2 shall be the sooner to occur of (i) thirty (30) days from the date the Buyer receives written notice from Seller of her intent to close, (ii) a date within 6 months of the date of death of Honora Haynes or (iii) November 16, 2028. The purchase price shall not be modified on the basis of the actual Closing Date.

The Closing Date for Parcel 3 shall be the sooner to occur of (i) thirty (30) days from the date the Buyer receives written notice from Seller of her intent to close, (ii) a date within 6 months of the date of death of Honora Haynes or (iii) November 16, 2028. The purchase price shall not be modified on the basis of the actual Closing Date.

Each closing shall be at 10:00 a.m. at the Flynn Building, 278 Old Sudbury Road, Sudbury, MA 01776, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

(g) BROKER: Law Offices of Stephen E. Grande, III, 56-60 Union Avenue, Sudbury, MA 01776. Any broker's commission, fees for professional services, or any other sums due to the Broker shall be pursuant to agreement by and between the SELLER and the BROKER and BUYER shall have no obligation whatsoever therefor.

2. Premises; Buildings, Structures, Improvements, Fixtures. Included in the sale as part of said Premises are the buildings and improvements thereon, if any, together with all fixtures, if any.

3. Title Deed. The Premises are to be conveyed by a good and sufficient quitclaim deeds running to BUYER.

Parcel 1 shall be conveyed to BUYER, by and through its Board of Selectmen, who shall acquire the Premises for open space, and/or recreational purposes;

Parcel 2 shall be conveyed to BUYER, by and through its Board of Selectmen who shall acquire the Premises for a combination of general municipal, open space, active and passive recreation purposes and/or conservation purposes;

Parcel 3 shall be conveyed to BUYER, by and through its Board of Selectmen who shall acquire the Premises for open space and passive recreation purposes and/or conservation purposes;

Each 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, except as set forth herein;
- (c) Any liens for municipal betterments assessed after the date of this Agreement; and
- (d) Easements, restrictions and reservations of record, if any, provided the same do not interfere with use of and access to the Premises for the Town's intended purposes.

4. Deed/Plans. SELLER shall prepare the deeds and all other Closing Documents pertaining to SELLER. BUYER shall prepare all other Closing Documents pertaining to BUYER. If said deeds refer to a plan necessary to be recorded therewith SELLER shall deliver such plan with the deed in a form adequate for recording or registration.

5. Closing Costs. At closing, BUYER and SELLER shall each pay its respective costs incurred in connection with its obligations set forth herein. SELLER shall pay the cost of obtaining and recording and/or filing such instruments as are necessary to establish SELLER'S good and clear record and marketable title and SELLER'S authority to convey same, the reasonable fees and expenses of SELLER'S attorneys in connection with this Agreement and any other usual and customary closing costs and expenses incurred by SELLER. At closing, BUYER shall pay the recording and filing fees incurred in connection with recording the deeds and such instruments as are necessary to establish BUYER'S acceptance of the deeds and authority to so accept, the cost and expenses of any commitment and the title insurance policies issued pursuant to the commitment, if any, and the fees and expenses of BUYER'S attorneys and any other usual and customary closing costs and expenses incurred by BUYER with regard to the purchase.

6. Registered Title. In addition to the foregoing, if the title to said Premises is registered, said deeds shall be in a form sufficient to entitle BUYER to a certificate of title of said

Premises, and SELLER shall deliver with said deeds all instruments, if any, necessary to enable BUYER to obtain such certificate of title.

7. Possession and Control 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 respective deeds, said Premises to be then (a) in the same condition as they are in as of the date of this agreement, excepting only reasonable use and wear thereof, and (b) not in violation of zoning laws.
8. BUYER shall be entitled to inspect said Premises prior to the delivery of the deeds in order to determine whether the condition thereof complies with the terms of this Agreement.
9. Extension to Perfect Title or Make Premises Conform. If 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 deeds the Premises do not conform with the provisions hereof, then SELLER shall use reasonable efforts to remove any defects in title (at SELLER'S sole expense), or to deliver possession as provided herein, or to make the said Premises conform to the provisions hereof, as the case may be, and thereupon the time for performance hereof shall be extended for thirty (30) days or such time as the BUYER and SELLER mutually agree.
10. Failure to Perfect Title or Make Premises Conform. If at the expiration of the extended time BUYER and 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, then all obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties.
11. BUYER'S Election to Accept Title. If 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 deeds the Premises do not conform with the provisions hereof, then BUYER shall have the election, at either the original or any extended time for performance, to accept such title as SELLER can deliver to the said Premises in their then condition and to pay therefor the purchase price, without deduction, in which case 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 SELLER shall, unless SELLER has previously restored the Premises to their former condition, either
 - (a) pay over or assign to BUYER, on delivery of the deeds, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by 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 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 amount reasonably expended by SELLER for any partial restoration.

If BUYER declines to so elect to accept such title as SELLER can deliver to the said Premises in their then condition and to pay therefor the purchase price, without deduction, then all obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties.

12. Acceptance of Deeds. The acceptance and recording of the three (3) deeds to the Premises by 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 deeds.
13. Insurance. Until the delivery of the deed(s), SELLER shall maintain insurance on the Premises as it presently has.
14. Use of Money to Clear Title. To enable SELLER to make conveyance as herein provided, SELLER may, at the time of delivery of this 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 deeds, or, if an institutional mortgages only, within a reasonable time thereafter in accordance with customary Massachusetts conveyancing practices.
15. Adjustments. Taxes for the then-current fiscal year shall be apportioned as follows: if taxes are outstanding as of the Closing Date, taxes will be apportioned as of the applicable closing date in accordance with G.L. c. 59, §72A; if, however, SELLER has paid taxes through and past the closing date, such payments shall not be refunded, it being acknowledged that BUYER has no funds to refund SELLER for such taxes paid and BUYER, being tax exempt, has no obligation to pay taxes upon acquisition of the Premises. All other adjustments, including any outstanding charges for water, sewer, refuse or similar applicable charges shall be made as of the applicable Closing Date.

BUYER acknowledges and agrees that pursuant to G.L. c. 61A, s. 12, the Premises are not subject to so-called "conveyance taxes"; and that pursuant to G. L. c. 61A s. 13, provided that there is no change in the current use of the Premises prior to the applicable closing date, the Premises are not subject to so-called "roll back taxes".

No deed excise stamp tax is due or payable pursuant to G.L. c. 64D s. 1.

16. BUYER'S Contingencies. BUYER'S obligation to perform under this Agreement is subject to the following conditions, at BUYER'S option:
 - (a) Town Meeting approval to purchase the Premises, together with passage of a Proposition 2 ½ debt exclusion referendum in accordance with G.L. c. 59, s. 21C.

- (b) A satisfactory review and report of the environmental condition of the Premises and title examination.
 - (c) Compliance with the provisions of G.L. c.30B (the Uniform Procurement Act) for acquisition of real property, if applicable; notwithstanding anything to the contrary set forth herein, BUYER shall not be required to close on the purchase of the Premises until at least thirty (30) days have elapsed from the date of the publication of a uniqueness determination in the Central Register.
 - (d) BUYER and SELLER shall have complied with the disclosure provisions of G.L. c.7C, §38. SELLER hereby agrees to execute a "Disclosure of Beneficial Interests in Real Property Transaction" certificate as required by G.L.c.7C, §38;
17. Title to Premises. Notwithstanding anything herein contained, the Premises shall not be considered to be in compliance with the provisions of this Agreement with respect to title unless:
- (a) No building, structure or improvement of any kind, including driveways and utilities, belonging to any person or entity encroaches upon or under the Premises from other premises;
 - (b) Title to the Premises is insurable, for the benefit of BUYER, by a title insurance company acceptable to BUYER, in a fee owner's policy of title insurance at normal premium rates, in the American Land Title Association form currently in use; and
 - (c) All driveways and all means of access to the Premises shall be located completely within the boundary lines of said Premises and shall not encroach upon or under property of any other person or entity.
18. Closing Documents; Affidavits, etc. SELLER agrees to execute at closing, together with the deeds to the Premises: (a) affidavits and indemnities with respect to due authority, parties in possession and mechanic's liens to induce BUYER'S title insurance company to issue lender's and owner's policies of title insurance without exception for those matters; (b) an affidavit, satisfying the requirements of Section 1445 of the Internal Revenue Code and regulations issued thereunder, which states, under penalty of perjury, SELLER'S United States taxpayer identification number, that SELLER is not a foreign person, and SELLER'S address (the "1445 Affidavit"); (c) Internal Revenue Service Form W-8 or Form W-9, as applicable, with SELLER'S tax identification number, and an affidavit furnishing the information required for the filing of Form 1099S with the Internal Revenue Services and stating SELLER is not subject to back-up withholding; (d) an updated certification of the warranties and representations contained herein; (e) such additional and further instruments and documents, including without limitation, authority documents, as may be consistent with this Agreement and customarily and reasonably required by BUYER and/or BUYER's title insurance company to complete the transactions described in this Agreement.

19. Title Standards. Any matter or practice arising under or relating to this Agreement which is the subject of a title standard or a practice standard of the Real Estate Bar Association at the time for delivery of the deeds shall be covered by said title standard or practice standard to the extent applicable.
20. Representations and Warranties. SELLER represents and warrants, effective as of the date of this Agreement and also effective as of the date of closing (subject to any subsequent notice from SELLER as hereinafter set forth), that: SELLER is not a “foreign person” pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended.
- (a) SELLER has not engaged in any dealings or transactions, directly or indirectly, (i) in contravention of any U.S., international or other anti-money laundering regulations or conventions, including without limitation the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986, the United States International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001, Trading with the Enemy Act (50 U.S.C. §1 et seq., as amended), any foreign asset control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56 and the regulations promulgated thereunder (collectively, the “Patriot Act”), or any order issued with respect to anti-money laundering by the U.S. Department of the Treasury’s Office of Foreign Assets Control (“OFAC”), or (ii) in contravention of Executive Order No. 13224 issued by the President of the United States on September 24, 2001 (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), as may be amended or supplemented from time to time (“Executive Order 13224”) or (iii) on behalf of terrorists or terrorist organizations, including those persons or entities that are included on any relevant lists maintained by the United Nations, North Atlantic Treaty Organization, Organization of Economic Cooperation and Development, OFAC, Financial Action Task Force, U.S. Securities & Exchange Commission, U.S. Federal Bureau of Investigation, U.S. Central Intelligence Agency, U.S. Internal Revenue Service, or any country or organization, all as may be amended from time to time;
- (b) SELLER is not a person (i) that is listed in the Annex to or is otherwise subject to the provisions of Executive Order 13224, (ii) whose name appears on OFAC’s most current list of “Specially Designated Nationals and Blocked Persons,” (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, <http://www.treas.gov/ofac/t11sdn.pdf>), (iii) who commits, threatens to commit or supports “terrorism”, as that term is defined in Executive Order 13224, or (iv) who has been associated with or is otherwise affiliated with any entity or person listed above;

- (c) Neither the execution and delivery of this Agreement nor SELLER'S performance of its obligations hereunder will constitute a breach or default under any agreement to which SELLER is bound;
 - (d) SELLER has not granted any options, rights of first refusal, or other contracts that have been granted or entered into which give any other party a right to purchase or acquire any interest in the Premises. Further, SELLER has not entered into leases, licenses, or other occupancy agreements (whether written or oral) in effect with respect to any part of the Premises;
 - (e) SELLER has the right, power and authority to enter into this Agreement and to consummate the transactions contemplated in this Agreement in accordance with the terms and conditions hereof (and the persons signing this Agreement for SELLER have full power and authority to sign for SELLER and to bind it to this Agreement). This Agreement, when executed and delivered by SELLER, will be a valid and binding obligation of SELLER in accordance with its terms; and
 - (f) SELLER will not cause nor, to the best of SELLER'S ability, permit any action to be taken which would cause any of SELLER'S representations to be false as of closing, and in any event shall notify BUYER of any change in these representations. SELLER'S representations and warranties shall survive the closing and the delivery of the deeds.
20. Acceptance of Premises; Inspection Rights. AS-IS Condition. BUYER agrees that if it purchases the Premises pursuant to the terms hereof, it shall have accepted the Premises in their as-is condition, without any representations or warranties other than are set forth herein. BUYER shall have the right to inspect the Premises in accordance with the provisions hereof.
21. Relocation. SELLER hereby waives any rights SELLER may have with respect to relocation assistance or benefits, including, without limitation, those rights and benefits provided pursuant to G.L. c. 79A and 760 CMR 27.00, et seq., and shall defend, indemnify and hold harmless BUYER from any and all claims, damages, losses and costs incurred by BUYER to satisfy any lawful claim for relocation assistance or benefits made by any person resulting from BUYER'S purchase or intent to purchase the Premises. The provisions of this section shall survive the delivery of the deeds.
22. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and signed by the party or the party's attorney or agent and shall be deemed to have been given: when delivered by hand, sent by registered or certified mail, return receipt requested, postage prepaid; sent by express courier service such as Federal Express, or upon confirmed facsimile transmission (provided such facsimile notice is promptly followed by other acceptable means of sending notice), to the other party with a copy to the other party's attorney at the addresses set forth in Section 1. Notices sent by

email shall be deemed received only upon receipt of an acknowledging email reply to the sender from the recipient.

23. Condition of Premises at Closing. Except as herein provided, SELLER agrees to deliver the Premises at the time of delivery of SELLER'S respective deeds in a condition substantially similar to its condition at the time of the signing of this Agreement, removing all of SELLER'S personal property therefrom, other than the appliances presently in the Premises which may remain in the Premises, which is not being sold to BUYER, or left for its benefit, as consented to by it.
24. Default. In the event that SELLER or BUYER fail to sell and/or purchase the Premises, as the case may be, and fulfill the obligations set forth herein, the non-defaulting party's sole and exclusive remedy shall be to terminate this Agreement with written notice to the other, whereupon the parties shall have no further obligations under this Agreement except for those obligations, if any, that are expressly stated herein to survive said termination of this Agreement.
25. Brokers. BUYER and SELLER each represent and warrant to the other that each has not contacted any real estate broker other than the Law Offices of Stephen E. Grande, III in connection with this transaction and was not directed to the other as a result of any services or facilities of any real estate broker, and shall defend, indemnify the other against and hold the other harmless, to the extent permitted by law, from any claim, loss, damage, costs or liabilities for any brokerage commission or fee which may be asserted against the other by any broker in connection with this transaction. The provisions of this section shall survive delivery of the deeds.
26. Extensions. BUYER and SELLER hereby authorize their respective attorneys (as the case may be) to execute on their behalf any extensions to the time for performance and any change of location and/or time for delivery of the deed. BUYER and SELLER shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge before the execution or other consent to such extensions, that either party has disclaimed the authority granted herein to bind them. For purposes of this Agreement, facsimile or scanned signatures shall be construed as original.
27. Casualty, Condemnation. Notwithstanding anything herein to the contrary, in the event of any damage to or destruction of the Premises or any part thereof by fire, vandalism or other casualty, or in the event of a taking of all or part of the Premises by eminent domain by any entity, then at BUYER'S sole and absolute discretion, this Agreement may be terminated, without recourse against the parties. All risk of loss shall remain with SELLER until the delivery and recording of the deeds.
28. Errors. 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 thereof is given within six (6) months of the date of delivery of the respective deed to the party to be charged, then such party agrees to make payment to correct the error or omission.

29. 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 inures to the benefit of the parties hereto and their respective successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both SELLER and BUYER. Any claims arising under this Agreement shall be brought in the courts of the Commonwealth of Massachusetts.

30. Captions. The captions and headings throughout this Agreement are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of, or the scope or intent of this Agreement, nor in any way affect this Agreement, and shall have no legal effect.

31. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings, if any, with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. The provisions of this clause shall survive the Closings.

(Remainder of page intentionally left blank. Signature pages follow.)

IN WITNESS WHEREOF, THE PARTIES HERETO SIGN THIS AGREEMENT UNDER SEAL AS OF THIS 15th DAY OF OCTOBER 2018.

SELLER:

HONORA HAYES
BY: ELSPETH DAVIS, ACTING UNDER POWER OF ATTORNEY

Honora Haynes
by Elspeth Davis under power of attorney

BUYER:

TOWN OF SUDBURY,
By its Board of Selectmen

[Signature]

Patricia A Brown

[Signature]

[Signature]

[Signature]

647218.v5/SUDB/0049

Assignment of this Agreement is accepted by:

Elspeth J. Davis, Trustee

Elspeth J. Davis, Trustee of the Broadacre Farm Trust of October 31, 2018

and by

Elspeth J. Davis

Elspeth J. Davis, individually

Exhibit 1

Plan of Land



ASSIGNMENT OF PURCHASE AND SALE AGREEMENT

The undersigned hereby agree to the assignment of that certain Purchase and Sale Agreement dated October 15, 2018 (the "P&S") by and between Town of Sudbury ("Buyer") and Honora Haynes, acting by and through Elspeth J. Davis, acting under a Power of Attorney ("Seller") for the real property known and numbered as 82 Morse Road, Sudbury, described as follows:

- (1) Sudbury Assessor's Parcel F09-0004 (9.59 +/- acres) (hereinafter, "Parcel 1"), and
- (2) A portion of Sudbury Assessor's Parcel F09-0002 (4.0 +/- acres), located on the northeast side of Morse Road Sudbury, MA (hereinafter, "Parcel 2"); and
- (3) A portion of Sudbury Assessor's Parcel F09-0002 (20.02 +/- acres), located on the southwest side of Morse Road, Sudbury, MA (hereinafter, "Parcel 3").

The Parties acknowledge and agree that the title to the above-described real property has been conveyed by deed from Honora Haynes ("Assignor") to Elspeth J. Davis, Trustee of the Broadacre Farm Trust of October 31, 2018 ("Assignee").

The Seller hereby assigns the P&S to Elspeth J. Davis, Trustee of the Broadacre Farm Trust of October 31, 2018 and the Buyer hereby consents to said assignment.

The Assignee, together with her successors and assigns, hereby acknowledges and agrees that she shall be bound by and hereby assumes all rights, responsibilities and obligations of the Seller as are set forth in the P&S whether as Trustee, or individually, as the distributee of the Trust property. The Assignee further represents and warrants that she has full authority to accept this assignment and to perform all actions attributable to the Seller as are set forth in the P&S.

This assignment is made for the purpose of inducing the Town of Sudbury to purchase said property and the undersigned Assignee and Assignor agree to indemnify and hold harmless the Town of Sudbury from any loss, injury or damages resulting from reliance upon the truth and accuracy of the statements contained herein.

(Remainder of page intentionally left blank. Signature page follows.)

Signed under the penalties of perjury as of this 20 day of November, 2018.

ASSIGNOR:

Honora Haynes by Elspeth J. Davis acting under power of attorney
Honora Haynes, by Elspeth J. Davis, acting under a power of attorney

ASSIGNEE:

Elspeth J. Davis Trustee
Elspeth J. Davis, Trustee of the Broadacre Farm Trust of October 31, 2018

BUYER:

TOWN OF SUDBURY



By: Robert C. Haarde
Title: Chairman, Board of Selectman