



Town of Chilmark

Disposition of Real Property via Sale: Parcel of Municipal Property

4 North Ridge Road Off Meeting House Road

Request for Proposals # 2021-01

Issued: February 3, 2021

RFP due date:
March 8, 2021, 4:30 pm

Key Contact:

Tim Carroll, Town Administrator
townadministrator@chilmarkma.gov
508-645-2101 office 508-627-0034 mobile

All potential bidders are required to be registered with the Town of Chilmark – Town Administrator.

This document and any addenda thereto are issued electronically only.

It is the responsibility of every bidder who receives this bid document and all associated documents to check the Town of Chilmark website (www.chilmarkma.gov) and email townadministrator@chilmarkma.gov for any addenda or modification to this solicitation, if they intend to respond.

The Town of Chilmark accepts no liability to provide accommodation to bidders who submit a response based upon an out of date solicitation document or documents obtained from a source other than the Town.

Bidders may not alter (manually or electronically) the bid language or any bid documents.

Unauthorized modifications to the body of the bid, specifications, terms or conditions, or modifications which change the intent of this bid are prohibited and may disqualify a response.

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SECTION I. INTRODUCTION AND BACKGROUND

The Board of Selectmen for the Town of Chilmark on behalf of the Town of Chilmark is selling a parcel acquired through the tax taking process that is located at 4 North Ridge Road in the Town of Chilmark.

This Request for Proposals (“RFP”) is being conducted in accordance with the provisions of Massachusetts General Laws, Chapter 30B, Section 16, and all proposals must be strictly awarded in accordance with the requirements of the said law and all other applicable law and authority. If it becomes necessary to revise any part of this RFP or otherwise provide additional information, an addendum will be issued to all prospective proposers who received copies of the original RFP.

The property is an individual parcel. The Town of Chilmark reserves the right to reject any and all proposals and/or cancel or amend this RFP process at any time if it is in the best interest of the Town in the Board of Selectmen’s sole discretion. This includes the period after the RFP is issued and advertised, after proposals are received, any time during or after the proposals are evaluated and a recommendation is made to the awarding authority and up until an offer to purchase is signed by both parties.

The Town intends this RFP to be as accurate as possible, but makes no representations or warranties, express or implied, as to the accuracy and/or completeness of the information provided.

A. BACKGROUND

Historical information.

The property included in this RFP was acquired through the tax title and tax taking process.

Current Description

The property is located at 4 North Ridge Road, Chilmark, Massachusetts, and is more particularly described in Certificate of Title No. 14447, on file in the Dukes County Registry District Office of the Land Court (the “Property” or the “Land”). It is also shown approximately as Parcel 32 on Chilmark Tax Assessor Map 18.

B. CONDITION OF LAND

The Land is being sold as is. The Town makes no representations, warranties or covenants of any kind about the condition of the Land, whether it is buildable, what the allowable uses are, or otherwise. All such research needs to be done by the potential owner.

The Land is offered without restrictions, other than those imposed by existing instruments of record (see appendix D section 4), and all federal, state, county, municipal and other applicable laws, rules, regulations, by-laws and other applicable authority. As set forth in the Offer to Purchase attached as Appendix D (the “Offer”), the Town will transfer the Property by quitclaim deed without any additional representations or warranties.

C. TIMELINE

The proposer must be willing to close on the purchase of the Property within 90 days of execution of the Offer by the Town, unless extended pursuant to the terms of the Offer.

SECTION II. KEY DATES FOR THIS PROPOSAL

Key dates for this Proposal (Note –these dates are subject to change)

02/03/2021	RFP available to public 1:00 PM
02/05/2021	First Advertisement in Vineyard Gazette
02/03/2021	Advertise in the Central Register
02/12/2021	Public Virtual Open House Meeting 1:00 PM REMOTEPARTICIPATION ONLY https://zoom.us/j/99928139911
02/12/2021	Second Advertisement in Vineyard Gazette
02/22/2021	Written questions due to Chief Procurement Officer/Town Administrator 1:00 PM
03/01/2021	Responses to written questions
03/08/2021	Proposals Due, 4:30 PM (“Proposal Due Date”)
03/08/2021	Proposals opened and logged publicly in Board of Selectmen meeting room, soon after 4:30 PM
03/26/2021	Evaluation and selection of the most advantageous proposal at Board of Selectmen’s meeting 5:00 PM.

SECTION III. PROPOSAL INSTRUCTIONS

A. INSTRUCTIONS TO PROPOSERS

1. This RFP is issued subject to the provisions of Chapter 30B, Section 16 of the Massachusetts General Laws governing transactions involving real property, and to all other applicable laws and authority, which govern the award of this RFP and the Offer.
2. The Board of Selectmen may cancel or amend this RFP, in whole or in part, whenever such action is determined to be in the best interest of the Town in the Board of Selectmen’s sole discretion.
3. Required forms are provided by the Town in the appendices attached. All proposals shall be in ink or typewritten and must be presented in an organized and clear manner and signed by the proposer.
4. Questions or clarifications arising from these documents shall be submitted to the Chief Procurement Officer in writing. They must be submitted in accordance with Section II “Key Dates for This Proposal”.
5. Each proposer shall acknowledge receipt of any and all addenda issued to the RFP by so indicating in the Cover Letter/General Response. Failure to do so shall be cause to reject the proposal as being unresponsive.
6. Proposers may correct, modify or withdraw the original proposals on or before the Proposal Due Date. Corrections or modifications shall be in sealed envelopes, clearly marked to indicate the contents, with the name and address of the proposer. Any late correction or modification to the proposal will not be accepted. A proposer who wishes to withdraw a proposal must make a request in writing.
7. Each proposer shall be presumed to have read and be thoroughly familiar with these documents. Unfamiliarity with these documents shall in no way relieve any proposer from any obligation with respect to his/her proposal.

8. It is understood that the Proposal submitted to the Town of Chilmark will remain valid for 90 days past the submission deadline and may be extended at the mutual agreement of both parties.
9. The proposer’s attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over real property transactions shall apply to the RFP and Offer throughout, and they shall be deemed to be included in the RFP and Offer the same as though herein written out in full.
10. It is understood that the proposer has submitted the Proposal in good faith and has not colluded with any other individuals, organizations, or corporations in creating the proposal to subvert the market process. See Certificate of Non-Collusion attached (Appendix A).
11. All costs involved in preparing the Proposal will be borne by the proposer; the Town and any department, division, board or section of the Town, including the Chief Procurement Officer, will not be liable for any costs associated with the creation of the Proposal.
12. Proposals, which are incomplete, conditional or unclear, may be rejected. No award will be made to any proposer who cannot satisfy the Board of Selectmen that he/she has sufficient ability and sufficient capital to enable him/her to meet the requirements of these specifications. (Letters of credit or pre-approval from lenders, for example.) The Board of Selectmen’s decision or judgment on these matters shall be final, conclusive and binding.
13. Any proposal received after the Proposal Due Date will be deemed “non-responsive” and shall not be opened. Unopened proposals will be returned to the proposer.
14. Any sale resulting from this RFP shall be awarded to the proposer whose Proposal is deemed to be the most Advantageous to the Town of Chilmark. The Board of Selectmen will be the sole judge in determining whether a submitted proposal satisfies the requirements of this RFP and whether or not the Proposal will prove advantageous to the Town.
15. All information in the proposals, with the exception of financial information protected under G.L. c. 93H, the regulations at 201 CMR 17.00 et seq., or any other applicable law, will be made public.
16. In addition to the Town’s right to reject any and all proposals and to cancel or amend this RFP at any time in the Board of Selectmen’s sole discretion, the Town reserves the right to extend any deadlines set forth herein, to request supplementary information from any proposer and to waive minor informalities, all in the Board of Selectmen’s sole discretion.

B. PRE-PROPOSAL Meeting VIRTUAL OPEN HOUSE Remote Participation

On February 12, 2021 commencing at 1:00 PM the public is invited to an online Zoom Meeting at Tim Carroll is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting <https://zoom.us/j/99928139911>

Meeting ID: **999 2813 9911**

One tap mobile

+16468769923,,99928139911# US (New York) +13017158592,,99928139911# US (Washington DC)

Dial by your location

+1 646 876 9923 US (New York)	+1 301 715 8592 US (Washington DC)
+1 312 626 6799 US (Chicago)	+1 346 248 7799 US (Houston)
+1 408 638 0968 US (San Jose)	+1 669 900 6833 US (San Jose)
+1 253 215 8782 US (Tacoma)	Meeting ID: 999 2813 9911

Find your local number: <https://zoom.us/u/abfA9Llpxb>

This pre response meeting will be held for any interested parties or members of the general public. At this meeting questions may be posed to staff to gain clarity on the process, the Property or to the overall goal of the Town. This

meeting will be recorded and put on to the Town website for people to review at their convenience. Attendance at this meeting is not mandatory.

C. QUESTIONS AND CLARIFICATIONS

Questions shall be submitted in writing to the Town Administrator – Tim Carroll, Town Administrator 401 Middle Road, P.O. Box 119, Chilmark, MA 02535, Fax: (508) 645-2110, townadministrator@chilmarkma.gov – prior to 1:00 on October 2, 2020. All answers to questions will be shared in writing with each applicant who has requested a copy of this RFP.

It is each applicant's sole responsibility to ensure it has received any and all addenda prior to the Proposal Due Date. Each proposer shall acknowledge receipt of any and all addenda issued to the RFP by so indicating in the Cover Letter/General Response. Failure to do so shall be cause to reject the proposal as being unresponsive.

D. NOTIFICATION OF AWARD

It is the intent of the Town to notify all proposers of the selection decision within 90 days of the date proposals are due to the Town unless otherwise notified by the Town. In no case will the award be made beyond 90 days unless both parties agree to extend the period of time in which the proposal is valid.

E. MINIMUM BID AMOUNT

The minimum bid for this property is **\$695,000.00**

SECTION IV. PROPOSAL REQUIREMENTS

A. MINIMUM REQUIREMENTS

Your proposal should at a minimum include the following information:

1. **Contact information:** Telephone, e-mail and mailing address.
2. The **Offer to Purchase**, which is attached hereto as Appendix D, with the blanks filled in and signed by the proposer. If the proposer was introduced to the Property using the services of a real estate broker, who is duly registered and licensed with the Massachusetts Board of Registration of Real Estate Brokers and Salespersons, and if the proposer adds the information requested in Paragraph 35 of the Offer to Purchase, the Town will pay a broker's fee equal to two and one-half percent (2 ½ %) of the purchase price to said broker at the Time of Closing, as provided in the Offer to Purchase.
3. A deposit in the amount of **TEN THOUSAND DOLLARS (\$10,000.00)**, in the form of a certified, cashier's, treasurer's or bank check, made payable to the Town of Chilmark (the "Deposit"), which deposit shall be included in a separate envelope attached to the proposal submitted, with the name of the proposer on the envelope.
4. Any **related information**, plans, concepts, sketches or information the responder wishes to submit, or pre-approvals from lenders if applicable, with any sensitive information redacted or crossed out. Including

demonstration that the bidder has the financial capacity to purchase the Property and to pay all amounts due within the timeframes set out in the Purchase and Sale Agreement.

5. All **proposals** must be submitted to the Office of the Board of Selectmen, as stated in “Legal Advertisement”- Appendix B. **Each proposal shall be in a SEALED envelope, clearly marked on the outside of the envelope to indicate the contents, and the name and address of the proposer.**

6. The proposal must be received in the Office of the Board of Selectmen before the Proposal Due Date.

7. The Proposer must have signed both the **Certificate of Non Collusion** and the **State Taxes Certification Clause** (Appendix A) and include them in the proposal package. The proposer must also fill out and sign the **Disclosure of Beneficial Interests in Real Property Transaction** form included with this packet (Appendix C). State Law requires these forms.

8. The proposal must be **signed** by the bidder.

9. If the proposer is a trust, corporation, limited liability company, partnership or other entity, the proposal must include corporate by-laws, declaration of trust, good standing certificate, and/or similar documents showing the legal structure and existence of the proposer and the authority for the signatory.

SECTION V. PROPOSAL EVALUATION

The Town shall announce and inform all proposers who submitted a proposal when it will evaluate the proposers and select the most advantageous proposal.

The evaluation process will include each proposal being reviewed by the Board of Selectmen. Those proposals that meet all of the minimum requirements as outlined in this RFP, and are determined to be both responsive (those that offer all of the basic requirements requested in the RFP and contain all of the required information and forms properly completed) and those that are responsible (those with the capability, integrity, and reliability to enter into a sale of property relationship with the Town of Chilmark).

Minimum Threshold Criteria.

A. All proposals must meet the following minimal criteria:

(a) Complete conformance with all submission requirements;

(b) Certification by applicant of compliance by applicant with all state and local taxes, as indicated in the Tax Compliance Certification (M.G.L. c. 62C, § 49A form), attached hereto as Attachment 3;

Minimum Evaluation Criteria -- Failure to meet the following minimum evaluation criteria may result in immediate rejection of the proposal.

1. Minimum Requirements: Proposers must meet the minimum requirements as specified in Section IV.

2. Proposed Price

The Selectmen will select the highest-priced proposal from a responsive and responsible bidder. If there is more than one proposal offering the highest price from responsive and responsible bidders, the Town will select the winning bid using a blind drawing process. A proposal offering the highest price without a mortgage contingency is deemed more advantageous than an offer with a mortgage contingency. If a proposal includes a payment by the

Town of a broker's fee, as authorized under this RFP, the amount of the broker's fee will be deducted from the price in determining the highest-priced proposal.

The Town reserves the right to request additional information to support the answers or to clarify responses.

SECTION VI. DEPOSITS AND CONTRACT

Following the Town's evaluation of the proposals and selection of the most advantageous proposal, the Town shall deliver to the selected proposer the Town's signatures to the Offer to Purchase. Within four business days of the Town delivering the signed Offer to the selected proposer, the selected proposer shall pay a **second deposit**, by certified, cashier's, treasurer's or bank check, made payable to the Town of Chilmark and delivered to Tim Carroll, Town Administrator, 401 Middle Road, P.O. Box 119, Chilmark, MA 02535. **This second deposit, together with the initial \$10,000.00 deposit, shall equal ten percent of the purchase price** to be paid for the Property. In the event that the selected proposer does not pay this second deposit as required, the Town may terminate the Offer, retain the \$10,000.00 deposit, without further recourse to the selected proposer or the Town, and choose the next most advantageous proposal.

Following selection of the most advantageous proposal and receipt of the second deposit as set forth above and in the Offer, the Town shall return the \$10,000.00 deposits received from the other proposers, to the mailing address provided by each proposer, mailed postage prepaid, by certified mail, return receipt requested, FEDEX or other nationally recognized overnight delivery service. The Town shall not be liable for any action or inaction taken in good faith with regard to the holding or release of said deposits.

Appendix A

TOWN OF CHILMARK

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

FIRM SIGNATURE

ADDRESS NAME (print)

TITLE

TELEPHONE

DATE

FAX

EMAIL

STATE TAX CERTIFICATION CLAUSE

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all State Tax returns and paid all State Taxes under law.

_____ By: _____

* Signature of Individual or Corporate Officer

Corporate Name (Mandatory) (Mandatory, if applicable)

**Social Security No. (Voluntary)

or Federal Identification No.

* Approval of a contract or other agreement will not be granted unless this certification clause, if signed.

**Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or agreement issued, reviewed, or extended. This request is made under the authority of Mass. G.L. 62C, S.49A.

Appendix B

LEGAL ADVERTISEMENT FOR RFP REGARDING REAL PROPERTY
TOWN OF CHILMARK
REQUEST FOR PROPOSALS
DISPOSITION OF PROPERTY VIA SALE

Vineyard Gazette – Legal Ad

CHILMARK

Seeking sealed bids for the sale of real estate by the town at 4 North Ridge Road, off Meeting House Road. Map 18 Parcel 32.

4.1 Acres residential lot. Virtual Open

House: February 12, 2021 at 1:00PM.

Bids Due: March 8, 2021 at 4:30PM in the office of the Board of Selectmen, 401

Middle Road, Chilmark, MA 02535.

Information:

townadministrator@chilmarkma.gov

feb5,12,2-t

Real property submission confirmation

The following Real Property submission was successfully received.

Planned date of publish is **2/3/2021**

Awarding Agency

Agency Name
and Address:

Town of Chilmark Board of Selectmen 401 Middle Road, PO Box 119, Chilmark, MA 02535

Project Number: **2021-01**

Proposal

Deadline Date:

03/08/2021 Time: 4:30 PM

Contact Information

Name: **Tim Carroll**

Phone: **5086452101** Fax

Email Address: **townadministrator@chilmarkma.gov**

Notify email address listed when final publish date assigned.

Contract Information

Transaction

Terms:

Acquisition: **Not Chosen**

Disposition: **Sale**

Project: **4 North Ridge Road, Chilmark, MA 02535 vacant residential lot Map 18**

Parcel 33. 4.1 Acres

Estimated

Value, Source of

Valuation

RE Assessment FY17 \$841,800 FY20 \$642,100

Additional

Information

Virtual Open House February 12th 2021 @ 1:00 PM

This page can be printed for your records.

William Francis Galvin, Secretary of the Commonwealth of Massachusetts

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Appendix C

Disclosure of Beneficial Interests in Real Property Transaction

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Divisions of Capital Planning and Operations, as required by M.G.L. c. 7, sec 40 J, prior to the conveyance of or execution of a lease for the real property described below. Attach additional sheets if necessary.

1. Public agency involved in this transaction: Town of Chilmark (Name of jurisdiction)

2. Complete legal description of the property: **4 North Ridge Road, Chilmark, MA**

3. Type of transaction: **Sale of Land X**

4. Seller: **Town of Chilmark, Board of Selectmen**

Purchaser(s): _____

5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. (Note: If a corporation has or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must also be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need not to be disclosed.)

Name Address

_____	_____
_____	_____
_____	_____

5. Continued

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts except as noted below:

Name Title or position

_____	_____
_____	_____

6. This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named in items 1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to item 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Planning and Operations within 30 days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Signature: _____

Printed Name: _____

Title: _____ Date: _____

APPENDIX D

OFFER TO PURCHASE

1. **PARTIES AND MAILING ADDRESSES.** The **TOWN OF CHILMARK**, a Massachusetts municipal body politic, with a principal place of business and mailing address of c/o Tim Carroll, Town Administrator, 401 Middle Road, P.O Box 119, Chilmark, MA 02535, e-mail of townadministrator@chilmarkma.gov, hereinafter called the SELLER, agrees to SELL and _____, with a mailing address of _____, and e-mail of _____, hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the premises described in Paragraph 2 hereof.
2. **DESCRIPTION.** The land with the improvements thereon situated at 4 North Ridge Road, Chilmark, County of Dukes County, Massachusetts, more particularly described in Certificate of Title No. 14447 on file with the Dukes County Registry District Office of the Land Court (the "Premises" or "said premises"). The Premises are shown approximately as Parcel 32 on Chilmark Tax Assessor Map 18.
3. **INCLUDED IN THE SALE.** Included in the sale as a part of the Premises are the fences, gates, trees, shrubs and plants.
4. **TITLE DEED.** The Premises are to be conveyed by a good and sufficient quitclaim deed, in substantially the form of the deed attached hereto as Exhibit "A", 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) Construction of Ways and Utilities Covenant, dated September 8, 1980, registered in the Dukes County Registry District Office of the Land Court ("Registry") as Document No. 13751;
 - (e) Release of Covenant, dated December 7, 1981, registered in the Registry as Document No. 20015;
 - (f) Utility Easement dated April 20, 1981, registered in the Registry as Document No. 13865;

(g) Declaration of Restrictive Covenants, dated September 8, 1980, registered in the Registry as Document No. 14423, as amended and restated by Amendment and Restatement of Declaration of Restrictive Covenants, dated March 18, 1986, registered in the Registry as Document No. 19877, as affected by Notice of Extension of Term, registered in the Registry as Document No. 82015; and

(d) Easements, restrictions and reservations of record, if any.

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 the Premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of the 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 purchase price for the Premises is _____ **AND 00/100 (\$ _____) DOLLARS**, of which

\$ 10,000.00 have been paid as a deposit previously; and

\$ _____ are to be paid as a deposit within four business days of SELLER notifying BUYER that SELLER has executed this Offer, by certified, cashier's, treasurer's, or bank check(s) payable to the Town of Chilmark (the "Second Deposit") (the amount of this deposit plus the \$10,000.00 deposit referenced above shall together equal ten percent of the total purchase price to be paid hereunder);

\$ _____ are to be paid at the time of delivery of the deed by certified, cashier's, treasurer's, or bank check(s), or federal funds wire to the Seller's attorneys, Reynolds, Rappaport, Kaplan & Hackney, LLC, at SELLER's election.

\$ _____ TOTAL

8. **TIME FOR PERFORMANCE; DELIVERY OF DEED.** Such deed is to be delivered at a date and time that is mutually agreeable to BUYER and SELLER, and that is not more than ninety days after SELLER notifying BUYER that SELLER has executed this Offer (as such date may be extended pursuant to the terms hereof or by agreement of the parties, the "Time of Closing" or "time of the delivery of the deed"), at the office of Reynolds, Rappaport, Kaplan & Hackney, LLC, 106 Cooke Street, Edgartown, Massachusetts, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this Offer to Purchase. All documents and funds are to be delivered in escrow subject to a prompt rundown of title and recording.

9. **POSSESSION AND CONDITION OF PREMISES.** Full possession of the Premises free of all tenants and occupants, except as herein provided, is to be delivered at the Time of Closing, the Premises to be then in the same condition as they now are, reasonable use and wear thereof excepted. The BUYER shall be entitled personally to inspect the Premises prior to the Time of Closing in order to determine whether the condition thereof complies with the terms of this paragraph.
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, at SELLER's election, the Time of Closing shall be extended for a period of thirty (30) days to allow the SELLER to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the provisions hereof, as the case may be.
11. **FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM ETC.** If at the expiration of any 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 the 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 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 paragraph, if the 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 the Premises shall not permit the insurance proceeds or a part thereof to be used to restore the 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 said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

13. **ACCEPTANCE OF DEED.** The acceptance and registration 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 Time of Closing.
14. **USE OF MONEY TO CLEAR TITLE.** To enable the SELLER to make conveyance as herein provided, the SELLER may, at the Time of Closing, 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, except for a discharge or partial release of a mortgage or other security interest held by a bank or other financial institution which may be recorded within a reasonable time after the recording of the deed.
15. **REAL PROPERTY TAXES.** At the Time of Closing, BUYER shall make full payment in lieu of taxes as required by and in compliance with M.G.L. c. 44, § 63A.
16. **DEPOSIT.** All deposits referenced in Paragraph 7 above are to be held in a non-interest-bearing escrow account. All deposits made hereunder shall be held by Reynolds, Rappaport, Kaplan & Hackney, LLC, as Escrow Agent, subject to the terms of this Agreement and shall be duly accounted for at the time of performance of this Agreement; provided, however, that in the event of any disagreement, the Escrow Agent may retain said deposit, pending instructions mutually given by the SELLER and BUYER, or by final order, decree or judgment by a court of competent jurisdiction in the United States of America (and no such decree or judgment shall be deemed to be "final", unless and until the time of appeal has expired and no appeal has been perfected) or Escrow Agent, at its sole discretion, may elect to transfer the entire deposit, either to a party mutually agreeable to the BUYER and the SELLER to serve as a substitute escrow agent to hold the deposit pending the resolution of dispute between the BUYER and the SELLER, or into a court of competent jurisdiction; and in either event Reynolds, Rappaport, Kaplan & Hackney, LLC shall thereafter be entitled to represent the SELLER in such dispute as fully and completely as though Reynolds, Rappaport, Kaplan & Hackney, LLC had never been the escrow agent holding the deposit. The Escrow Agent shall not be liable for any action taken or omitted in good faith and believed by it to be authorized or within the rights or powers conferred upon it by this Agreement and it may rely, and shall be protected in acting or refraining from acting in reliance, upon an opinion of counsel and upon any directions, instructions, notice, certificate, instrument, request, paper or other documents believed by it to be genuine and to have been made, sent, signed or presented by the proper party or parties. Notwithstanding any other provisions of this Agreement, the BUYER and the SELLER jointly indemnify and hold harmless the Escrow Agent against any loss, liability or expense incurred without bad faith on its part arising out of or in connection with its services under the terms of this Agreement, including the cost and expense of defending itself against any claim or liability, and the BUYER agrees that Reynolds, Rappaport, Kaplan & Hackney, LLC shall not, by virtue of its serving as Escrow Agent, be disqualified from representing the SELLER in connection with any dispute regarding the disposition of the deposit.

17. **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 SELLER's sole and exclusive remedy at law or in equity for any default by the BUYER hereunder. SELLER and BUYER acknowledge that SELLER has no adequate remedy at law in the event of BUYER's failure 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 Offer, and (ii) the deposit represents damages and not any penalty against the BUYER.
18. **LAND BANK FEE.** BUYER acknowledges that BUYER is responsible for payment of the appropriate fee, if any, due to the Martha's Vineyard Land Bank Commission in connection with the transaction contemplated by this Offer.
19. **ACCESS TO PREMISES.** Upon reasonable notice to SELLER (which notice need not be in writing), the BUYER, the BUYER'S designees, agents and representatives, shall have the right to enter upon the Premises at reasonable times prior to the Time of Closing to make such investigations, inspections, appraisals, surveys, tests, examinations and the like as the BUYER deems necessary or appropriate in connection with the performance of this Agreement. BUYER shall indemnify and hold SELLER harmless for all liability arising out of or in connection with such entry upon the Premises. This indemnity shall survive the Time of Closing or other termination of this Offer.
20. **MASSACHUSETTS REAL ESTATE BAR ASSOCIATION STANDARDS.** Any matter or practice arising under or related to this Agreement which is the subject of a Title Standard or a Practice Standard of the Massachusetts Real Estate Bar Association shall be governed by said Standard to the extent applicable.
21. **BUYER'S ACKNOWLEDGMENT.** BUYER hereby acknowledges and agrees that BUYER is satisfied with the condition of the Premises, and that SELLER has not made, does not make and specifically negates and disclaims any representations, warranties, promises or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to (i) the value, nature, quality or condition of the premises, (ii) the compliance of or by the Premises or its condition with any laws, rules, ordinances or regulations of any applicable governmental authority or body, or (iii) any other matter with respect to the Premises. BUYER is relying on his own investigation of the Premises and not on any information provided by SELLER. BUYER further acknowledges and agrees that to the maximum extent permitted by law, the sale of the Premises as provided for herein is made on an "AS IS" condition and basis. The provisions of this paragraph are intended to survive the delivery of the deed called for herein or other termination of this Offer.
22. **NOTICES.** All notices required or permitted to be given hereunder shall be in writing and shall be delivered (1) by hand, (2) mailed postage prepaid, by registered or certified mail, return receipt requested, (3) by Federal Express or another nationally recognized

overnight delivery service, or (4) by facsimile, with a copy sent simultaneously by electronic mail, addressed in the case of SELLER to the contact information listed in Paragraph 1 above, and to Karen D. Burke, Esq., Reynolds, Rappaport, Kaplan & Hackney, LLC, 106 Cooke Street, P.O. Box 2540, Edgartown, Massachusetts 02539, Fax: 508-627-3088, e-mail: kburke@rrklaw.net, and in the case of the BUYER, to the contact information noted in Paragraph 1 above and to _____

_____, Fax: _____, e-mail: _____, or in the case of either party, to such other address as shall be designated by written notice given to the other party. Any such notices shall be deemed given when so delivered by hand or if so mailed or delivered by overnight delivery service, when deposited with the U.S. Postal Service or overnight delivery service, or if so sent by facsimile when the sender receives confirmation that the facsimile was received.

23. **EXTENSIONS.** In order to facilitate the execution of such instruments extending the time for the performance of any event or of any notice that may be given under this Agreement, each of the undersigned SELLER and BUYER authorizes his or her respective attorney to assent and execute on the 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.
24. **FACSIMILE and ELECTRONIC SIGNATURES.** The parties hereto agree that for purposes of this Agreement a facsimile of any party's signature, or an electronic or Docusign version thereof, shall be accepted as the original thereof and shall be binding.
25. **LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY.** If the SELLER or BUYER executes this Offer 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. **REPRESENTATIONS RE: BROKERS.** SELLER represents and warrants to BUYER that SELLER has not obtained the services of any real estate broker in connection with the transaction contemplated by this Offer that would result in or give rise to the imposition or charge of a real estate broker fee. BUYER represents and warrants to SELLER that BUYER has not obtained the services of any real estate broker in connection with the transaction contemplated by this Offer that would result in or give rise to the imposition or charge of a real estate broker fee chargeable to or payable by the SELLER, other than _____ (fill in if buyer was introduced to the premises using the services of a real estate broker who is registered and licensed with the Massachusetts Board of Registration of Real Estate Brokers and Salespersons). Each party indemnifies and holds the other harmless against any claim, loss, damage, cost or liability for any other brokerage commission or fee which may be asserted against or incurred by the other as a result of the falsity of these representations. The provisions of this clause are intended to survive the closing or termination of this Offer.

27. **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 in this Offer.
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 inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The paragraph headings 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. **DEADLINES.** If any deadline called for herein falls on a Saturday, Sunday, or legal holiday, the deadline shall be at 5:00 P.M. on the next business day.
30. **SELLER'S CONTINGENCY.** SELLER's obligations hereunder are contingent upon SELLER's compliance with the terms and provisions of the Uniform Procurement Act, M.G.L. c.30B, the terms and provisions of M.G.L. c.7, § 40J regarding the disclosure of persons with a beneficial interest in the Premises, and any other laws, rules or regulations that apply to the sale of the Premises by SELLER. If SELLER discovers that SELLER has not complied with the foregoing, or a claim is made that SELLER has not complied with the foregoing, prior to the Time of Closing, then, at SELLER's option, any payments made hereunder shall be refunded forthwith and all obligations of the parties shall cease and this Offer to Purchase shall be void and without recourse to the parties hereto.
31. **ASSIGNMENT BY BUYER.** BUYER may not assign this contract.
32. **EFFECT OF FAILURE TO PAY SECOND DEPOSIT.** If BUYER does not pay the Second Deposit as required by this Offer, SELLER may terminate this Offer, which termination shall be effective immediately upon SELLER giving notice to BUYER, in which event SELLER shall keep as its sole property the initial \$10,000.00 deposit paid by BUYER hereunder, and all other obligations of the parties shall cease and this Offer shall be void and without recourse to the parties hereto.
33. **PAYMENT OF SALE PROCEEDS.** Due to the possibility of wire fraud in a real estate transaction, the balance of the sale proceeds at the Time of Closing shall be paid to the SELLER via certified, cashier's, treasurer's, bank, or federal funds wire to the Seller's attorneys, Reynolds, Rappaport, Kaplan & Hackney, LLC, at SELLER's election. In the event that the sale proceeds will be wired to Reynolds, Rappaport, Kaplan & Hackney, LLC, BUYER's attorney shall confirm the wire instructions with SELLER's attorney in person or by phone before sending the wire.

34. **MORTGAGE CONTINGENCY.**

_____ Check here if not applicable.

_____ Check here if applicable and fill in amount below.

In order to help finance the acquisition of said Premises, the BUYER shall apply for a conventional bank or other institutional mortgage loan of not more than \$ _____ at prevailing rates, terms and conditions. If despite the BUYER's diligent efforts an unconditional commitment for such loan cannot be obtained, at BUYER's option, the BUYER may terminate this Offer by giving notice thereof to the SELLER, in which event: the Second Deposit paid hereunder shall be forthwith refunded; SELLER shall keep and retain as SELLER's sole property the initial deposit of \$10,000.00 paid by BUYER; and all other obligations of the parties hereto shall cease and this Offer shall be void without recourse to the parties hereto. BUYER acknowledges and agrees that BUYER shall not be refunded BUYER's initial \$10,000.00 deposit if BUYER terminates this Offer pursuant to this paragraph. The BUYER shall be deemed to have waived BUYER's rights under this clause if the SELLER has not been given notice by 5:00 on the thirtieth day after SELLER has notified BUYER that SELLER has executed this Offer, that BUYER desires to terminate this Agreement because BUYER has not obtain such a commitment letter.

35. **BROKER'S FEE.**

_____ Check here if not applicable.

_____ Check here if applicable and fill in blanks below.

A Broker's fee for professional services of two and one-half percent (2 ½ %) of the purchase price paid is due from the SELLER to

_____ (*Fill in Name of Broker and Firm*) ("Broker"), to be paid by attorney client escrow account check, or certified, cashier's or bank check, sent via certified or registered mail, return receipt requested, to Broker at

_____ (*fill in address for Broker*), but only if, as and when the SELLER receives the full purchase price called for herein, and the BUYER accepts and records the SELLER's deed, and not otherwise.

36. **EXAMINATION OF TITLE.** SELLER's title to the Premises shall be deemed to meet the requirements of Paragraph 4 hereof for all purposes unless BUYER gives notice to SELLER of a claimed defect on or before 5:00 P.M. on the fourteenth (14th) day before the Time of Closing. Such notice shall specify any defects claimed in SELLER's title and BUYER shall thereafter have rights with respect to defects in SELLER's title only in respect to (a) defects in title which have been claimed in such notice and (b) defects in title arising on or after the latter of the date specified in such notice or the date of this Agreement.

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

SELLER:

BUYER:

TOWN OF CHILMARK,

By its Board of Selectmen:

By:

William N. Rossi, Chairperson
Date: _____

Print Name:
Date: _____

James M. Malkin, Vice Chairperson
Date: _____

Warren M. Doty, Clerk
Date: _____

EXHIBIT A

QUITCLAIM DEED

The **TOWN OF CHILMARK**, a municipal body politic, of Chilmark, Massachusetts
for consideration of _____

grant to _____, with a mailing address of

with quitclaim covenants

A certain parcel of land in Chilmark, County of Dukes County, Commonwealth of
Massachusetts, bounded and described as follows:

NORTHWESTERLY by a Way (40.00 Wide) on the hereinafter mentioned plan, one
hundred ninety-one and 73/100 (191.73) feet;

NORTHEASTERLY by a curve having a radius of 30.00 feet, sixty-eight and 91/100
(68.91) feet;

NORTHEASTERLY by Meeting House Road (40.00 Wide), eight hundred forty-six and
48/100 (846.48) feet;

SOUTHEASTERLY by Lot 68 on said plan, two hundred forty-three and 92/100 (243.92)
feet;

SOUTHWESTERLY by Lot 69 on said plan, seven hundred fifty-seven and 88/100 (757.88)
feet; and

SOUTHWESTERLY by a Way (40.00 Wide), thirty and 00/100 (30.00) feet.

Being Lot 70 on Land Court Plan No. 15142-C, filed with Certificate of Title 4655, Book 24,
Page 473 at the Dukes County Registry District Office of the Land Court.

Said premises are hereby conveyed subject to and with the benefit of any easements,
encumbrances, restrictions, or rights of way of record to the extent the same are now in force and
applicable.

There has been full compliance with M.G.L. c. 44, § 63A.

For title, see Order of the Land Court, dated April 13, 2018, registered in the Dukes County
Registry District Office of the Land Court as Document No. 85213, and Certificate of Title No.
14447.

EXECUTED as a sealed instrument this ____ day of _____, 202__.

TOWN OF CHILMARK

By its Board of Selectmen:

William N. Rossi, Chairperson

James M. Malkin, Vice Chairperson

Warren M. Doty, Clerk

COMMONWEALTH OF MASSACHUSETTS

County of Dukes County: ss

On this ____ day of _____, 202__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was (circle one) personal knowledge of identity of the principal/ passport or drivers license bearing photographic image of principal/ other _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as _____ of the Town of Chilmark Board of Selectmen.

Notary Public
My commission expires: _____

AFFIX:
NOTARIAL:
SEAL: