

TOWN OF PLYMOUTH  
PROCUREMENT DIVISION  
11 LINCOLN STREET  
PLYMOUTH, MASSACHUSETTS 02360

BID 21609, SALE OF 2106 STATE ROAD

Issued: June 16, 2016  
Pre-bid Conference: June 27, 2016, at 2:00 P.M.  
Bids Due: July 15, 2016, at 11:00 A.M.

TABLE OF CONTENTS

	<u>Page</u>
A. Invitation for Bid	3
B. General Conditions	3
C. Rule for Award	5
D. Background	5
E. Project Description	5
F. Specifications	6
G. Minimum Evaluation Criteria	7
H. Miscellaneous Articles	8
Contact Information	
Withdrawal of Bids	
Bid Status Information	
ATTACHMENT 1: Scope of Work	10
ATTACHMENT 3: Land Development Agreement	17
Exhibit A: Purchase & Sale Agreement	34
Exhibit B: Local Initiative Program Affordable Housing Deed Rider	46
Bid Forms	63
Disclosure of Beneficial Interest in Real Property Transaction	

TOWN OF PLYMOUTH  
11 Lincoln Street  
Plymouth, Massachusetts 02360

June 16, 2016

INVITATION FOR BID 21609

**A. INVITATION**

The Town of Plymouth, on behalf of the Plymouth Affordable Housing Trust (PAHT), requests proposals from licensed builders/developers and non-profit/for-profit corporations qualified to purchase 2106 State Road, Plymouth, MA, Assessors Map 53 , Lot 32-6, for the purpose of constructing one (1) affordable single-family house in compliance with the Massachusetts Department of Housing and Community Development (DHCD) Local Initiative Program (LIP) that shall count toward the Town's requirements under Massachusetts General Laws Chapter 40B, Sections 20-23, its regulations, or any amendments thereto.

Specifications are available electronically online by registering at <http://www.plymouth-ma.gov/current-bids>.

Bids are to be submitted by 11:00 a.m., Friday, July 15, 2016, at which time they will be publicly opened and read. Postmarks will not be considered. All bids must be sealed and made upon forms furnished by the Procurement Division. Bids submitted on any other form will not be accepted as valid. Envelopes should be clearly marked 21609, 2106 State Road."

**Any person interested in submitting a proposal is encouraged to attend a site visit on Monday, June 27<sup>th</sup>, at 2:00 p.m. All inspections are to be completed during that time.**

This Request for Proposals ("RFP") issued by the Town of Plymouth, Massachusetts, pursuant to Section 16 of Chapter 30B of the General Laws, which section is incorporated herein by reference. In the event of any conflict between the terms of this RFP and the provisions of Section 16 of Chapter 30B, the latter provisions shall control.

**B. GENERAL CONDITIONS**

1. Bidders must satisfy themselves by personal examination of the site, and by such other means as they wish, as to the actual conditions there existing. Bidders will be permitted to review any available

plans and other records relating to the site that are within the possession of the Town, and to make reasonable and appropriate inspections, surveys and tests at the site, at their own expense and with prior written approval of the Town.

2. The Town of Plymouth makes no express or implied representations or warranties as to the accuracy and/or completeness of any of the information provided as part of the Invitation for Bid, including information that is available upon request. This information is provided subject to errors, omissions, change of cost, additional changes in and different interpretations of laws and regulations.
3. All materials submitted by the Bidder become the property of the Town. The Town is under no obligation to return any of the material submitted in response to this IFB.
4. The Successful Bidder shall comply with all applicable federal, state and local laws and regulations.
5. All words, signatures and figures submitted on the bid shall be in ink. Bids that are conditional, obscure or which contain additions not called for, erasures, alterations or irregularities may be rejected. More than one proposal from the same proposer will not be considered.
6. The Town reserves the right to reject, at its sole discretion, any bid not submitted in conformance with this IFB and any amendments hereto, or to reject any and all bids, at its sole discretion, for any reason. The Town further reserves the right to waive or decline to waive irregularities in any bid as permitted by law when it determines that it is in the Town's best interest to do so.
7. The Bidder agrees to be solely responsible for obtaining any and all permits, approvals, waivers, releases or any other requirements for the purchase and/or development of this property.
8. The Purchase and Sale Agreement has been drafted by the Town Counsel of the Town of the Plymouth in compliance with the terms of the IFB, and may incorporate the terms of the IFB and the bid selected.
9. The Bidder must certify that no official or employee of the Town of Plymouth, Massachusetts, has a pecuniary interest in this bid or in the contract which the Bidder offers to execute or in expected profits to arise there from, unless there has been compliance with the provisions of the Conflict of Interest Law, G.L. c. 268A, and that this bid is made in good faith without fraud or collusion or connection with any other person submitting a bid.

10. The Bidder must be current in taxes and all water and sewer liabilities on any and all real estate owned in the Town of Plymouth.
11. The bid shall remain open and available for acceptance by the Town for at least thirty (30) calendar days from the deadline for the submission of bids, or until the date on which a sale is executed, or until the IFB is canceled, whichever occurs first, unless an extension of time is mutually agreed to by the Owner and Bidder.

**C. RULE FOR AWARD**

The bid will be awarded to the responsive and responsible bidder offering the highest price. The minimum bid amount has been set at \$50,000. Bids less than this amount will be considered non-responsive.

The award will be contingent on:

1. the Successful Bidder obtaining applicable permits, approvals, or authorizations for the proposer's proposed use of the property;
2. the Successful Bidder completing construction of affordable home and marketing and lottery of same within 180 days of closing or the property reverts back to the Affordable Housing Trust.

If the award has to be rescinded due to the unsuccessful fulfillment of either of these contingent activities, the bid surety will be returned. If, however, either timeframe is exceeded or one of the contingent activities is incomplete the bid surety will be forfeited.

**D. BACKGROUND**

At the 2016 Spring Annual Town Meeting it was voted to transfer 2106 State Road, being held by the Town Treasurer for auction, to the Board of Selection for conveyance. They were authorized to convey portions of the property to construct an affordable single-family house through the Plymouth Affordable Housing Trust.

**E. PROJECT DESCRIPTION**

The Town desires a bid for the outright purchase of this property. The bid will be awarded to the bidder offering the highest amount. The Successful Bidder will then develop and rehavilitate a single-family affordable home to sell by lottery to an affordable housing

eligible and qualified candidate. The Successful Bidder will be offered a zero percent construction loan to assist with development of the property. The proceeds of the sale of the affordable home will be used to pay off any construction loans and the balance will be paid to the Successful Bidder.

#### **F. SPECIFICATIONS**

1. Affordable is housing available to low to moderate income (up to 80% of median household income) working families (\$73,050 income for a family of four).
2. The property is located within the Rural Residential (RR) Zoning District. The requirements for Rural Residential are as follows:

#### **§ 205-40.Rural Residential (RR).**

##### **A. Intent.** [Amended 5-12-1981 ATM by Art. 32]

- (1) To discourage scattering of residential development beyond the fringes to developing village centers and thereby to reduce the need for uneconomical extension of roads, utilities and other community facilities and services. [Amended 4-10-2002 ATM by Art. 23]
- (2) To channel development into zones where public utilities and community facilities and services may be provided efficiently. To utilize the provisions of transfer of development rights as specified in § 205-70 [Amended 4-10-2002 ATM by Art. 23 and 10-26-2004 FATM by Article 19]
- (3) To discourage development in areas whose soil and slope characteristics are generally less suitable for development than in other zones.
- (4) To preserve the natural, rural character of presently rural areas of the Town.
- (5) To prevent the subdivision of small residential lots along principal Town ways in rural areas.
- (6) To utilize Plymouth's tremendous land resources for appropriate uses other than residential development which will help balance the tax base and offer employment to local residents. [Added 5-13-1981 ATM by Art. 36]

##### **B. Allowed uses.**

- (1) Conservation of soil, water, and plants, including wildlife management shelters; outdoor recreation, including play and sporting areas, nature study, boating and boat landings; day camps; fishing and hunting where otherwise legally permitted; and proper operation of dams and other water control devices. [Amended 4-5-1989 ATM by Art. 30]
- (2) Single-family dwellings.
- (3) Home occupations.

##### **C. Special permit uses.** [Amended 4-5-1989 ATM by Art. 30]

- (1) Cemeteries.
- (2) Nonprofit clubs and lodges.
- (3) Golf courses, country clubs, tennis courts, swimming pools, and other such customary accessory uses and structures.
- (4) Day nurseries and kindergartens.

- D. **Special permit uses subject to environmental design criteria.** [Amended 5-12-1981 ATM by Art. 32; 5-13-1981 ATM by Art. 36; 4-20-1982 ATM by Art. 52; 4-4-1988 ATM by Art. 53; 11-14-1995 STM by Art. 8; 4-11-1996 ATM by Art. 25; 9-1-1998 STM by Art. 7; 4-6-2000 STM by Art. 15]
- (1) Sand and gravel quarries and similar extractive industries, subject to § 205-18.
  - (2) High technology planned unit development, which may include office buildings for administration, engineering and design and data processing uses, laboratories, research facilities, and other campus-type office structures or groups of structures, such as manufacturing and assembly facilities, warehouse space, conference center, and training facilities with overnight accommodations, recreational facilities and other similar uses on well-buffered sites of more than 250 acres in rural services area only and only where access to the PUD from a limited access divided highway such as Route 3 is by a major street where no residential development on lots whose size or front yard (setback) is equal to or smaller than that currently allowed in the zoning district has occurred.
  - (3) Recreational campgrounds.
  - (4) Recreational development as provided in Recreation Development, § 205-59, Rural Density Development, § 205-62, and Transfer of Development Rights, § 205-70. [Amended 4-10-2002 ATM by Art. 23 and 10-26-2004 FATM by Article 19]
  - (5) Communication towers and/or antennas, including freestanding structures and those on the exterior of otherwise permitted structures, subject additionally to the height provisions of § 205-17I.
- E. **Prohibited uses.**
- (1) Any commercial or industrial uses, except as specifically provided for above.
  - (2) Automobile or other junkyards, salvage yards, storage of new or used building materials, scrap yards and the like.
  - (3) Storage of any products, materials, or vehicles in connection with manufacturing or commercial uses outside the district.
  - (4) High technology PUD on less than 250 acres, or within a village service area, or which cannot meet the access requirements stated above (to be considered a distinctly different use). [Added 5-13-1981 ATM by Art. 36]
3. Plymouth's Affordable Housing Trust shall provide to the Successful Proposer an interest-free construction loan to cover the entire construction cost of an affordable dwelling.
4. The Plymouth's Affordable Housing Trust will pay fees for the Marketing/Lottery Agent.
5. At completion of Lottery if affordable home has not been sold to eligible/qualified buyer, Plymouth's Affordable Housing Trust will cover basic maintenance costs (insurance, etc.) until a sale occurs.
6. See Scope of Work in Attachment 2.

**G. MINIMUM EVALUATION CRITERIA**

Award of this bid will be made to the bidder who offers the best price and is deemed to be both responsive and responsible. Determination of responsiveness and responsibility shall be based solely on the following criteria:

1. Bidders will be deemed responsive if they complete all required forms included in the IFB to the satisfaction of the Town and deliver bid and submittals as requested;
2. Proposers will be deemed responsible if they:
  - a. provide the required deposit;
  - b. provide evidence of a minimum of two (2) years of experience in the development of and completion of similar projects;
  - c. provide a list of two (2) similar projects within six (6) years including name, location, date, and name and telephone numbers of owners;
  - d. provide evidence of sufficient financial resources to obtain the necessary construction financing at prevailing rates, terms and conditions as well as permanent financing for the project;
  - e. provide a timeline for assembly of financing, permitting, development, construction timetable, and full occupancy within six (6) months of the Developer Closing Date.

**H. MISCELLANEOUS ARTICLES**

1. All questions regarding the project or the specifications must be submitted in writing to Pamela D. Hagler, Procurement Officer, via email to [phagler@townhall.plymouth.ma.us](mailto:phagler@townhall.plymouth.ma.us) or faxed to 508-830-4133. Questions must be received no later than five (5) days before the deadline for receipt of proposals. At the discretion of the Town, questions will be answered by written addenda. Proposers are instructed not to contact staff with questions and may not rely upon oral responses to questions.

**2. BID DEPOSIT: BID DEPOSIT IS REQUIRED IN THE AMOUNT OF FIVE PERCENT (5%) OF THE APPROXIMATE TOTAL VALUE OF THE BID BASED UPON THE BID PRICE. SUCH BID DEPOSIT SHALL BE IN THE FORM OF A CASHIER'S, CERTIFIED, OR BANK TREASURER'S CHECK PAYABLE TO THE TOWN OF PLYMOUTH**

**OR A BID BOND FROM A LICENSED SURETY COMPANY DOING BUSINESS IN MASSACHUSETTS. SUCH DEPOSITS WILL BE RETURNED TO ALL EXCEPT THE THREE LOWEST RESPONSIBLE AND ELIGIBLE BIDDERS WITHIN FIVE BUSINESS DAYS AFTER THE OPENING OF BIDS, AND THE REMAINING CHECKS WILL BE RETURNED PROMPTLY AFTER THE TOWN AND THE SUCCESSFUL BIDDER HAVE EXECUTED THE CONTRACT.**

3. Per Massachusetts General Law Chapter 7, Section 40J, all interested parties must file a **Beneficial Interest Disclosure Statement** for real property acquired or disposed of by a public agency. The selected proposer's disclosure of beneficial interests must be filed with the Commissioner of the State Division of Capital Asset Management and Maintenance (DCAMM). No contract is valid until the purchaser files this form with DCAMM.

4. The Town of Plymouth agrees to offer this property for public sale in "as is" condition. The Town does not offer any expressed or implied warranty or guarantee as to the quality or condition of the property prior to sale nor should any buyer assume such warranty or guarantee.

5. All fees associated with the sale of this property are the responsibility of the Successful Proposer.

6. Except as hereinafter expressly provided, once a proposal is submitted and received by the town, the proposer agrees that he may not and will not withdraw it within thirty (30) calendar days after the actual date of the opening of proposals.

Upon proper written request and identification, proposals may be withdrawn only as follows:

- a. at any time prior to the designated time for the opening of proposals;
- b. provided the proposal has not been accepted by the town, at any time subsequent to thirty days following the actual date of proposal opening.

Unless a proposal is withdrawn as provided above, the proposer agrees that it shall be deemed open for acceptance until a contract has been executed by both sides or until the town notifies the proposer in writing that his proposal is rejected or that the town does not intend to accept it, or returns his bid surety. Notice of acceptance of a proposal shall not constitute rejection of any other proposal.

7. The successful proposer shall not discriminate against any person on the grounds of race, color, marital status, physical disability, age, sex, sexual orientation, religion, ancestry, or national origin

in any manner prohibited by the laws of the United States, the Commonwealth, or the Town of Plymouth.

#### 8. Bid Status Information

**Addenda:** If you received bid documents from the Town and provided the Town with an accurate email address or fax number for delivery of addenda, the Town intends to deliver notification of each addendum to you at such address or fax number, but the Town shall not be responsible for any failure of a bidder to receive any addenda for any reason. All addenda will be available on the Town's website at <http://www.plymouth-ma.gov/current-bids>.

Notwithstanding the foregoing, bidders are solely responsible to check for and confirm their receipt of any addenda in advance of the bid deadline.

**A register of Proposals, when available,** will be available on the Town's website at <http://www.plymouth-ma.gov/current-bids/pages/bid-results>. Bid results will not be provided over the phone.

**Notification of award of contract** will be mailed to all bidders and/or posted on the Town's website.

ATTACHMENT 1

SCOPE OF WORK

ATTACHMENT 2

LAND DEVELOPMENT AGREEMENT  
FORM OF PURCHASE & SALE AGREEMENT  
FORM OF DEED RIDER

## LAND DEVELOPMENT AGREEMENT

This Land Development Agreement (this "LDA") is made this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the TOWN OF PLYMOUTH AFFORDABLE HOUSING TRUST ("PAHT") acting by and through its Board of Trustees, having an address of Plymouth Town Hall, 11 Lincoln Street, Plymouth, Massachusetts and \_\_\_\_\_ having an address at \_\_\_\_\_, and its successors and assigns (the "Developer").

WHEREAS, the PAHT owns a parcel of land with certain structures and improvements thereon located at 2106 State Road, Plymouth, Massachusetts, shown on Assessors Map 53, Lot 32-6 and described more particularly in Final Judgment in Tax Lien Case dated May 25, 2012, recorded with the Plymouth County Registry of Deeds in Book 41632, Page 144, (the "Property"); and

WHEREAS, the PAHT issued a Request for Proposals (the "RFP") on \_\_\_\_\_ 2016 for a developer to purchase the Property and to develop thereon an affordable housing unit for sale to and purchase by an eligible and qualified party at the price specified in this agreement with the sale proceeds therefrom being paid to the PAHT; and

WHEREAS, the Developer responded with a proposal to the RFP (the "Proposal") and, has been selected by the PAHT as the successful proposer based on the Proposal; and

WHEREAS, the PAHT, in connection with its selection of the Developer pursuant to the RFP has agreed to convey the Property to the Developer for consideration of \$\_\_\_\_\_ (bid amount) and other good and valuable consideration (the "Purchase Price"), by a Release Deed; and

WHEREAS, the Developer in partial consideration for the Property, has agreed to construct a new, single family residence (the "Building"), in accordance with the RFP and the Scope of Work attached thereto (the "Scope") and its Proposal to be sold for not more than the maximum prices specified herein to an eligible and qualified low or moderate income household in accordance with the requirements of the Local Initiative Program ("LIP") of the Massachusetts Department of Housing and Community Development ("DHCD"), (the "Project"); and

WHEREAS, the PAHT has agreed to provide Developer with a construction loan in connection with the Project in the amount of up to \$\_\_\_\_\_ (the "Construction Loan") as evidenced by a Promissory Note of even date herewith (the "Note") and secured by a mortgage on the Property (the "Mortgage") to further assist in the development of the Project; and

WHEREAS, the Developer, shall at its sole cost and expense, perform or cause to be performed by others, and supply or cause to be supplied by others, all the work, materials, equipment and supplies necessary or desirable to construct, develop and operate the Project (the "Work"),

NOW, THEREFORE, in consideration of the mutual promises of the parties' contained herein and other good and valuable consideration each to the other paid, receipt of which is hereby acknowledged, the parties hereby agree as follows:

I. DEVELOPMENT AGREEMENT

The Developer agrees (for itself and any successors to, or assigns of, any interest in the Property or any portion thereof) to develop the Property and undertake the Work as follows:

A. CONSTRUCTION OBLIGATIONS

1. Condition of the Property: Developer acknowledges that the Property was previously the site of an occupied single family residence that was destroyed as the result of a fire and that the structure of the residence was demolished leaving only the foundation of the residence destroyed by the fire. Developer further acknowledges and agrees that it has been given the opportunity by PAHT to investigate and perform all due diligence on the Property as it may deem necessary or appropriate and that it has, in fact, investigated and performed all such due diligence on the Property as it deemed necessary or appropriate and that it is satisfied that the Building, and Work and the Project can be constructed on the Premises in its "as-is" condition as of the date of this LDA.

2. Design Review and Approval: Prior to undertaking any work, Developer shall submit to the PAHT for its approval, two complete sets of plans, specifications, and designs showing the work to be done with reasonable specificity (the "Plans"), which approval shall not be unreasonably delayed or withheld. The PAHT shall have fifteen (15) days to review, comment, request reasonable changes, or approve the Plans, which time shall be extended if Developer fails to submit information sufficiently detailed to allow the PAHT to review the same. Upon Developer's submission of revised Plans, The PAHT shall have an additional five (5) days to review, comment, request additional reasonable changes, or approve such revised Plans, which time shall be extended if Developer fails to submit information sufficiently detailed to allow the PAHT to review the same. This process shall continue until the PAHT as approved the Plans as may be revised in writing (the "Approved Plans") or, in the event that the parties cannot agree on the Plans, this agreement is terminated at the election of the PAHT.

3. PAHT Oversight: The PAHT shall appoint a Clerk of the Works to oversee the Project on its behalf. Unless otherwise notified by the Chairman of the Board of Trustees of the PAHT, Developer shall use the named Clerk of the Works as its primary point of contact for PAHT.

4. Construction of Building: Developer shall perform the Work and complete the Project on the Property. The Building shall be constructed upon and within the footprint of the existing foundation on the Property. The Building shall be constructed and the Work performed in accordance with the RFP, the Proposal, the Scope of Work, the Approved Plans and this LDA (together, the “Project Documents”), each of which shall be considered an integral part of this LDA. The Developer shall only make such improvements to the Property as may be disclosed on the Approved Plans. The Developer agrees not make any substantial changes or revisions to the Approved Plans during the course of construction without having obtained the PAHT’s prior written approval. All determinations as to whether a change, revision or alteration is substantial or material shall be made by the PAHT within ten (10) days of submittal to the PAHT of a proposed change, revision or alteration. The PAHT shall have the right to request additional information or reasonable modifications. Failure to disapprove a submission shall not limit the PAHT’s right to pursue any remedies under this LDA. In the event of disapproval, or requests for modifications or additional information, the Developer shall promptly submit reasonable revisions to the PAHT for approval. Approvals by the PAHT under this subsection shall not be unreasonably withheld or delayed, provided that the changes and revisions and proposed alterations do not materially differ from the Approved Plans. Nothing herein shall be deemed to waive Developer’s obligations to apply for and comply with any permits governing the Property or the Project.

5. Construction Schedule: The Developer shall (a) begin construction of the Project within \_\_\_\_\_ (\_\_\_\_) days from the date that the PAHT conveys the Property to the Developer and the deed to the Property is recorded in the Plymouth County Registry of Deeds (the “Developer Closing Date”), (b) adhere to the construction schedule approved by the PAHT, and meet all deadlines specified therein, and (c) complete the Project in accordance with the terms of this LDA on or before the earlier of (i) six (6) months from the Developer Closing Date. The PAHT, at its sole option, may extend these deadlines if the PAHT determines that the Developer has proceeded diligently in its performance, and the PAHT shall reasonably extend the deadlines for *force majeure* (including legitimate weather related delays) and other events beyond the control of the Developer.

6. Completion of the Project: The construction of the Project shall be deemed substantially complete for the purposes of this LDA when the Building

and the other improvements required of the Developer (with the exceptions hereinafter set forth) by the provisions of this LDA have been built in accordance with the Approved Plans and a Certificate of Occupancy has been issued. The exceptions herein above referenced shall be (i) items of work and adjustment of equipment and fixtures that can be completed after occupancy has been taken, i.e., so-called "punch list" items, (ii) landscaping and other similar work which cannot then be completed because of climatic conditions, (iii) final coat of bituminous concrete pavement and (iv) "customer preference" items normally left for completion subsequent to the execution of sales agreements, provided that none of the foregoing interferes unreasonably with the use and occupancy of the Building.

Promptly after the later to occur of substantial completion of the Project as defined above, or after completion of other obligations of the Developer under the terms of this Agreement, the PAHT will furnish the Developer with a Certificate of Project Completion. Such certification shall be a conclusive determination of satisfaction and termination of this LDA and covenants in this Agreement, but not those other obligations which are by their terms intended to survive.

7. Quality of Work: the Developer shall procure all necessary permits before undertaking any Work, and shall cause all the Work to be performed in a good and first-class workmanlike manner and employing new materials of prime quality and in accordance with the Approved Plans and all applicable laws, by-laws, codes and regulations.

8. Developer's Warranty: The Developer shall furnish the first homebuyer of the Property a warranty against defects in workmanship, materials, and mechanical systems. The warranty shall be in a form typical for new home construction in the Massachusetts area, shall be not less than one (1) year in duration, and shall be transferrable to subsequent purchasers of the Property prior to its expiration. The PAHT shall have the right to approve the form of such warranty.

9. Liens: the Developer shall not permit any mechanic's liens or similar liens to remain upon the Property for labor and materials furnished to the Developer in connection with work of any character performed at the direction of the Developer and shall, within thirty (30) days after receiving notice of such claim, cause any such lien to be released of record without cost to the PAHT, by satisfaction and discharge of such lien or release of such lien by bond. Written evidence of the satisfaction or release of any such lien shall be provided to the PAHT immediately upon such satisfaction or release.

10. Compliance: the Developer shall construct the Project in compliance with all applicable approvals, licenses, permits and variances issued by any federal, state or local governmental authority having jurisdiction thereof.

11. Construction Loan: the Note for the Construction Loan and the corresponding Mortgage shall be subject to this LDA. Developer shall perform all of Developer's obligations under the Construction Loan, including Developer's covenants to make all payments when due. Until the Project has been completed, the Developer shall not refinance the Construction Loan or grant any other mortgages, sell, exchange or otherwise Transfer the Property or any portion thereof, or transfer or pledge in the aggregate a majority of the beneficial ownership or control of the Developer, without the prior written consent of both the PAHT, which consent may be granted or withheld in its sole judgment.

12. PAHT Right of Entry & Reverter: The PAHT reserves a right of entry and retains a right of reverter to the title to the Property. The PAHT shall have the right to enter upon the Property (with title and all rights to the Property being transferred back to the Trustees of the PAHT) upon the occurrence of any of the following events: (i) Developer fails to construct the Building and sell the Property to an "Eligible Purchaser" as such term is defined in the RFP within eighteen (18) months from the Developer Closing Date; or (ii) Developer transfers the Property to persons other than to Eligible Purchasers without the express written consent of the PAHT, or in the event such transfer constitutes a breach of the terms of this LDA.

The PAHT shall provide not less than sixty (60) days' written notice to the Developer of its intent to exercise its Right of Entry and Reverter. If, at the end of such notice period, the Developer has not constructed and sold the Property as required herein, the PAHT may reenter the Property and retake all rights, title, interest and possession in and to the Property by executing and recording a Certificate of Entry with the Plymouth County Registry of Deeds. Upon recording said Right of Entry, title to the Property and any improvements thereon shall revert to and vest in the PAHT without any necessity for suit or without the necessity of a deed from the Developer to the PAHT, free from any and all mortgages and other encumbrances.

The PAHT's Right of Entry shall be deemed released with respect to the Property upon the recording of the deed together with a Deed Rider attached thereto from the Developer to an Eligible Purchaser, and a Certificate of Compliance issued by the PAHT.

## II. TRANSFER OF DEVELOPER'S INTEREST IN PROPERTY

### A. CONSENT TO TRANSFER PROPERTY REQUIRED

1. Developer shall not sell, dispose, encumber, mortgage, pledge, convey, assign or otherwise transfer the Property (collectively referred to herein as a “Transfer”), without the prior written approval of the PAHT, which may be withheld in its sole discretion.

2. Developer shall provide PAHT with not less than thirty (30) days written notice of any proposed Transfer, including without limitation, if it intends to enter into a purchase and sale agreement or similar contract for the sale of the Property to any other party. Any attempted Transfer made contrary to this section shall be void.

3. Developer acknowledges and agrees that Property is intended to be sold to an Eligible Purchaser that has been qualified and approved by a Monitoring Agent approved by DHCD under the Plymouth Affordable Housing program. An “Eligible Purchaser” shall be defined by the Monitoring Agent in conjunction with DHCD and more particularly described in the Deed Rider (defined below).

4. Any Transfer shall be subject and subordinate to the terms of this LDA. Any permitted transferee taking ownership prior to the completion of construction of the Project shall be obligated by this LDA to construct or complete the Project in accordance with its terms.

5. Any purchase and sale agreement or other form of contract regarding a Transfer of the Property shall be only in a form approved in advance by the PAHT (an “Approved P&S”). An example of a form of P&S acceptable to PAHT is attached hereto as Exhibit A. The Developer shall not make any material change to the Approved P&S without the prior written consent of the PAHT.

## B. SALE AND MARKETING OF THE PROPERTY

1. Developer shall be responsible for the sale and marketing of the Property to an Eligible Purchaser as approved by a Monitoring Agent approved by DHCD under the Plymouth Affordable Housing program. In such capacity, the Monitoring Agent shall oversee the advertising, qualification of prospective Eligible Purchasers, conducting a lottery for buyer selection (if necessary), and advocating with mortgage lenders. The Monitoring Agent shall make the ultimate determination on selecting an Eligible Purchaser. The Monitoring Agent shall be responsible for ensuring that the Property is sold in accordance with this LDA and resold pursuant to the requirements of the Deed Rider. The Developer shall provide its reasonable cooperation in this regard as may be requested by the Monitoring Agent and/or PAHT.

2. The Developer shall proceed to market and select an Eligible Purchaser for the Property with DHCD’s required Affirmative Fair Housing Marketing Plan, with additional outreach to local and area churches, social service agencies and affordable housing agencies.

3. Any Transfer of the Property shall be pursuant to an Approved P&S. The

Developer shall give the Monitoring Agent written notice at least sixty (60) days prior to the expected completion of the Building. It is expected that the Monitoring Agent pursuant to the Marketing Plan shall find an Eligible Purchaser under an Approved P&S within forty-five (45) days from the date the Building receives a final Certificate of Occupancy.

4. Developer shall sell the Property only to an Eligible Purchaser at a price affordable to individuals or households earning no more than eighty percent (80%) of the median household income for the area that includes the Town of Plymouth, as determined by HUD, adjusted for household size, and verified by the PAHT (the "Maximum Initial Sale Price"). The PAHT shall provide the Developer with the Maximum Initial Sale Price within thirty days of the Developer Closing Date. To the extent permitted by law, Eligible Purchasers who are Town of Plymouth residents shall be given preference and of those Eligible Purchasers who are Town of Plymouth residents, preference shall be given to first time home buyers.

5. At the time of sale of the Property by the Developer to an Eligible Purchaser, the Developer shall execute and shall as a condition of sale cause the purchaser of the Property to execute a deed rider substantially similar in form and content to the deed rider attached hereto as Exhibit B and incorporated herein ("Deed Rider") or in such other form as acceptable to the PAHT and to DHCD, ensuring that the Property will stay affordable in perpetuity and count toward the Town of Plymouth's Subsidized Housing Inventory ("SHI"). The Developer shall cooperate with the PAHT in obtaining DHCD's approval of the Deed Rider, and shall be responsible for recording Deed Rider and DHCD's approval with the deed to the Property. The Deed Rider shall require the Property owner and any subsequent purchaser to execute at the time of resale a similar Deed Rider which shall be attached to and made a part of the deed from the owner to the purchaser so that the affordability of the Property will be preserved each time that subsequent resale of the Property occurs.

The resale restriction contained in each Deed Rider which encumbers the Property pursuant to the requirements of this Agreement shall be an affordable housing restriction as that term is defined in G.L. c. 184, §§31, 32 and as that term is used in M.G.L. c. 184, §§26, 31, 32, and 33, and shall also be an "other restriction" held by a governmental body, as that term is used in G.L. c. 184, §26 such that the restrictions contained herein shall be enforceable for its full term and not be limited in duration by any contrary rule or operation of law, and in any event shall be enforceable for at least 99 years. Such resale restrictions shall be for the benefit of the Town of Plymouth by and through its Affordable Housing Trust and the Town shall be deemed to be holder of the affordable housing restriction created by the resale restrictions in the Deed Rider.

6. Condition of Property: After a certificate of occupancy has been received, full possession of the Property, free of all tenants and occupants and free of all personal property, free of all debris, and broom swept, shall be delivered to the selected Eligible Purchaser the time of delivery of the deed. The PAHT shall have the right to inspect the Property to ensure compliance with this provision prior to the closing.

### C. PROCEEDS FROM THE SALE OF THE PROPERTY

1. Developer acknowledges and agrees that part of the consideration for the sale and transfer from the PAHT to the Developer (and its selection pursuant to the RFP) is Developer's agreement to deliver all of the sale proceeds from the Transfer from Developer to an Eligible Purchaser to the PAHT as follows:

(i) first, the sale proceeds shall be paid to the PAHT to pay off the entirety of the amount due and owing under the Construction Loan and any other sums due to PAHT; then

(ii) second, any amount remaining after the Construction Loan has been paid in full shall be paid to the Developer.

2. The sale price for the Property for the Transfer from Developer to an Eligible Purchaser shall not exceed the Maximum Initial Sale Price as defined above.

### III. ADDITIONAL OBLIGATIONS

1. Taxes: Taxes on the Property for the then current fiscal year shall be apportioned in accordance with G.L. c. 59, § 72A as of the Developer Closing Date.

2. Fees and Expenses: All recording or filing fees in connection with the satisfaction or discharge of any mortgages, encumbrances or liens against the Property or such prospective recording or filing fees shall be paid by Developer. If at the time of delivery of the deed the Property or any part thereof shall be or shall have been affected by an assessment or assessments which are or may become payable in annual installments, of which the first installment is then a charge or lien or has been paid, then for the purpose of this LDA, all unpaid installments of any such assessment, including those which are to become due and payable after the delivery of the deed, shall be deemed to be due and payable and to be liens upon the premises affected thereby and shall be paid and discharged by the Developer prior to the delivery of the deed.

3. Indemnity: Developer shall defend, indemnify and hold harmless the PAHT and the Inhabitants of the Town of Plymouth from and against any and all liability, loss, damage, costs, expenses (including, without limitation, reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature in any way suffered, incurred, or paid as a result of the Work or the Project.

4. Insurance: Developer agrees to maintain the following insurance:

(a) Type of Insurance: Developer shall continuously maintain in full force, for the term hereof, a policy of comprehensive casualty, and property damage insurance insuring the Property and all improvements thereto in an amount equal to at least one hundred percent (100%) of the replacement costs thereof, under which, until the completion of the Work and thereafter so long as the PAHT has an insurable interest in the Property, the PAHT shall be named as additional insured and under which the insurer agrees to defend, indemnify and hold the PAHT harmless from and against all costs, expense and/or liability arising out of or based upon any and all claims, accidents, injuries and damages related to: the Work; the condition of the Property; any act or omission of Developer, its contractors, subcontractors, licensees, agents, servants, employees, customers, invitees, guests or visitors, or anyone claiming by, through or under Developer; and failure to comply with the provisions of this LDA or with applicable laws in connection with the exercise of the rights and obligations of Developer hereunder. All such insurance shall be in the broadest form of coverage from time to time available in Massachusetts. Developer shall submit to the PAHT evidence of such continuous insurance coverage satisfactory to the PAHT before any work is commenced on the Property and no less often than annually thereafter;

(b) Minimum Limits: Developer shall, at a minimum, carry comprehensive public liability insurance in the amount of \$1,000,000.00/occurrence, \$2,000,000.00/aggregate with property damage liability insurance in limits of \$1,000,000.00/occurrence, \$2,000,000.00/aggregate and excess (umbrella) coverage in the amount of not less than \$5,000,000.00.

(c) Evidence of Insurance: All policies shall be so written that the PAHT shall be notified of cancellation or restrictive amendment as least thirty (30) days prior to the effective date of such cancellation or amendment. Developer shall submit to the PAHT certificates of insurance for all the policies required to be maintained by Developer hereunder, which certificates shall show at least the coverage and limits of liability specified herein the and expiration date;

(d) Acceptable Insurers: All insurance required hereunder shall be underwritten with an insurance company or companies with an AM Best Rating of A-1 or better, licensed to write such insurance in the Commonwealth of Massachusetts and acceptable to the PAHT.

5. Obligation to Restore: In the event that any damage or destruction of the Property occurs as a result of the negligent or willful act or omission of Developer, or of any of its employees, contractors, subcontractors, or agents, members, lessees, assignees, licensees or invitees, Developer shall be responsible for the full restoration of the damaged or destroyed Property regardless of the cost thereof, the available insurance proceeds, or the time remaining on the term of this LDA. Notwithstanding anything to the contrary contained in this LDA, Developer shall restore any damage or destruction to the Property that shall have been caused by

the malicious and intentional actions of Developer, or of any of its employees or agents, members, lessees, assignees, licensees or invitees.

#### IV. GENERAL PROVISIONS

1. Access: Developer shall permit the PAHT or its agents to enter the Property at any reasonable time, from time to time, to inspect the Property and to ensure compliance with the provisions of this LDA.

2. Assignment: this LDA may not be assigned or otherwise Transferred by the Developer without the prior written consent of the PAHT. Any attempted assignment made contrary to this section shall be void and shall vest in the PAHT the right to terminate this LDA.

3. Compliance with Laws: Developer shall construct, develop, use and maintain the Building and the Property in compliance with all applicable federal, state and local laws, codes, ordinances, rules and regulations and with all necessary permits.

4. Development Costs: Developer shall be solely responsible for developing and constructing the Project and for all costs associated therewith, including but not limited to environmental and soil testing, land clearance, obtaining any and all necessary permits, and survey architectural, engineering and construction costs, and legal expenses for the Project.

5. Representations and Warranties.

i. Developer represents that as of the date hereof:

(a) Developer is duly organized and existing in good standing under the laws of Massachusetts and has the power and authority to own or its properties and to enter into and perform its obligations under this LDA, and each other agreement or instrument entered into or to be entered into by it pursuant to this LDA.

(b) Developer has the power, authority, and legal right to enter into and perform this LDA, and each other document entered into or to be entered into by it pursuant to this LDA, and the execution, delivery and performance hereof and thereof:

(i) have been duly authorized;

(ii) have the requisite approval of all governmental bodies;

(iii) will not violate any judgment, order, law or regulation applicable to the Developer or any provisions of the Developer's organizational documents; and

(iv) do not conflict with, constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon any assets of the Developer under any agreement or instrument to which the Developer is a party or by which the developer or its assets may be bound or affected.

(c) Developer represents that, to the best of its knowledge, there are no pending or threatened actions or proceedings before any court or administrative agency which would materially adversely affect the financial condition of the Developer, or the ability of the Developer to perform its obligations under this LDA, or under any other Project document entered into by the Developer pursuant to this LDA.

(d) The Developer has made or will make its independent investigation and inquiry into all matters relevant to its entering into and performing its obligations under the LDA without reliance on any statement or representation of the PAHT except as expressly set forth herein.

ii. The PAHT represents that as of the date hereof:

(a) The PAHT has the power, authority and legal right to enter into and perform this LDA, and each other agreement or instrument entered into or to be entered into by the PAHT pursuant to this LDA.

(b) This LDA has been duly entered into and constitutes the legal, valid and binding obligation of the PAHT.

6. Default: it shall be an event of default under this LDA if:

- (i) Developer fails to observe or perform any of the Developer's covenants, agreements, or obligations hereunder within thirty (30) days of receiving written notice from the PAHT, specifying such failure;
- (ii) Developer fails to observe or perform, after all applicable cure periods, any of the Developer's covenants, agreements, or obligations under the Restriction, or any other document or instrument now or hereafter in effect between the PAHT and the Developer relating to this Project;
- (iii) Developer fails, after all applicable cure periods, to observe or perform any of the Developer's covenants, agreements, or obligations under the Bank Loan;
- (iv) the sale or other transfer of any kind or nature of the Property, or any part thereof, without the prior written consent of the PAHT; or

- (v) Developer shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of the Developer's property for the benefit of creditors.

7. Rights Upon Default: in addition to the rights and remedies available to the PAHT at law and in equity, the PAHT shall have the following rights and remedies in the event that the Developer fails to fulfill its obligations under this LDA after all applicable notice periods:

- (i) specific performance of Developer's obligations hereunder; and
- (ii) exercise its rights of entry and revision on the Property.

8. Approvals and Permits: Developer shall be responsible for obtaining any and all permits, licenses, easements and other authorizations required by any governmental authorities with respect to any construction or other work to be performed on the Property, but Developer acknowledges that the PAHT has no control over and cannot guarantee that permits required from municipal boards or officers within their statutory or regulatory authority will be granted.

9. Costs of Enforcement: Developer agrees to reimburse the PAHT for any and all costs and expenses, including reasonable attorneys' fees and court fee, incurred by the PAHT in enforcing this LDA.

10. Notices: Any and all notices required herein shall be in writing and shall be deemed properly given upon the earlier of: (1) two business days after deposit with the United States Postal Service, if sent by registered or certified mail, return receipt requested, postage prepaid; (ii) one business day after deposit with an express courier service such as Federal Express; or (iii) actual receipt. All such notices will be delivered to the address specified below or such other address as the respective parties may designate in writing:

If to the PAHT:

Chair, Board of Trustees  
Plymouth Affordable Housing Trust  
11 Lincoln Street  
Plymouth, MA 02360

Phone: (508) 830-4000  
Fax: (508) 830-4140

With a copy to:

Barbara St. Andre, Esq.  
Kopelman and Paige, P.C.  
101 Arch Street, 12<sup>th</sup> Floor  
Boston, MA 02110-1109  
Phone: (617) 556-0007  
Fax: (617) 654-1735

If to Developer:

With a copy to:

11. Waiver. The failure on the part of the Developer or the PAHT, as the case may be, to complain in any one or more cases of any action or non-action on the part of the other party, or to insist in any one or more cases upon the performance of any of the provisions, covenants, agreements or conditions of this LDA or to exercise any option contained herewith, no matter how long the same may continue, shall never be deemed or construed to be a waiver by such party of any of its rights hereunder, or a relinquishment for the future of any such provision, covenant, agreement, condition or option. Further it is covenanted and agreed that no waiver at any time of any of the provisions hereof by the Developer or the PAHT shall be construed as a waiver of any of the other provisions hereof, and that a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions.

12. Headings and Captions for Convenience Only. The captions and headings throughout this LDA 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 LDA, nor in any way affect this LDA, and shall have no legal effect.

13. Term of Agreement. This LDA and the restrictions and covenants contained herein shall be enforceable by the PAHT until terminated by its terms or for the longest period permitted by law, which in any event shall be for at least ninety-nine (99) years.

14. Binding: the terms of this LDA shall be binding on the parties, and their respective successors, heirs and assigns. All covenants, agreements, terms and conditions of this LDA shall be construed as covenants running with the land.

15. Amendment: this LDA can be amended only with the written consent of the Developer and the PAHT.

16. Entire Agreement of Parties; No Oral Agreement. There are no oral agreements between the parties hereto affecting this LDA, and this LDA supersedes and cancels any and all previous negotiations, arrangements, agreements, and undertakings, if any, between the parties hereto with respect to the subject matter hereof, and none thereof shall be used to interpret or construe this LDA.

17. Governing Law. This LDA shall be governed exclusively by the provisions of the laws of The Commonwealth of Massachusetts.

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

WITNESS the above execution hereof under seal as of the day and year first above written.

DEVELOPER:

By: \_\_\_\_\_

Name:

Title:

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose, as \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_  
(Official Signature and Seal of Notary)

WITNESS the above execution hereof under seal as of the day and year first above written.

PLYMOUTH AFFORDABLE HOUSING TRUST  
By its Board of Trustees:

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Plymouth, ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, Member of the Board of Trustees of the Plymouth Affordable Housing Trust, as aforesaid, who proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of the Plymouth Affordable Housing Trust.

\_\_\_\_\_  
(Official Signature and Seal of Notary)

**EXHIBIT A**

**Form of Purchase and Sale Agreement**

**EXHIBIT B**

Form of Deed Rider

\_\_\_\_\_  
NAME OF BIDDER

Prices must be submitted on this form and submitted in a sealed envelope. Prices submitted on any other form will not be considered valid. Please return this form to:

Procurement Division  
ATTN: Procurement Officer  
Town Office Building  
11 Lincoln Street  
Plymouth, MA 02360

**Proposals must be received by 11:00 a.m., Friday, July 15, 2016.**

Postmarks will not be considered. All proposals will be publicly opened and recorded at the above address, date and time. All offers are subject to Specifications 21609.

**PLEASE STATE EXCEPTIONS TO SPECIFICATIONS ON SEPARATE LETTERHEAD**

The undersigned bidder hereby certifies the following:

That no official or employee of the Town of Plymouth, Massachusetts, has a pecuniary interest in this proposal or in the contract which the Proposer offers to execute or in expected profits to arise there from, unless there has been compliance with the provisions of the Conflict of Interest Law, M.G.L. Chapter 268A.

Bidder has carefully read and examined all the documents herein referred to and knows and understands the terms and provisions therein.

The undersigned bidder hereby certifies, under the pains and penalties of perjury, the following:

This bid in all respects is bonafide, fair, and made without collusion or fraud with any other person. As used in this paragraph, the word PERSON shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

Pursuant to M.G.L.c.62C, s.49A that it, to the best of its knowledge and belief, complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors and withholding and remitting of child support.

It is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

In compliance with the above, the undersigned offers and agrees, if this offer is accepted within thirty (30) business days from date of receipt of offers specified above, to pay the Town the following sum.

PROPOSED PURCHASE PRICE FOR 2106 STATE ROAD

\$ \_\_\_\_\_

THIS PROPOSAL INCLUDES ADDENDA NUMBER \_\_\_\_\_\*  
\*to be filled in by bidder if addenda are issued

PROPOSER \_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

COUNTY \_\_\_\_\_

PHONE \_\_\_\_\_

\_\_\_\_\_  
Date Offered

FAX \_\_\_\_\_

TAX IDENTIFICATION NUMBER \_\_\_\_\_

STATE OF INCORPORATION \_\_\_\_\_

**DELEGATION OF AUTHORITY**

At a meeting of the Board of Directors of the \_\_\_\_\_  
(Name of Corporation)  
\_\_\_\_\_ duly called and held on \_\_\_\_\_  
(Date)

at which a quorum was present, and acting throughout, the following vote  
was duly adopted: VOTED: That \_\_\_\_\_  
(Name of Individual)

the \_\_\_\_\_ of the Corporation, hereby is authorized  
(Title)

to affix the Corporate Seal, sign and deliver in the name and on behalf  
of the Corporation, bids, proposals, contracts, bills of sale,  
conditional sale agreements, chattel mortgages, leases, bonds,  
applications, affidavits, certificates, and any other similar documents  
required in connection with the sale of the Corporation's products to  
any purchaser, including assignments and satisfactions of any such  
documents.

Any and all applications, affidavits, statements, certificates, and  
similar documents required by law in connection with the licensing of  
the Corporation or its representatives for the sale, distribution, and  
servicing of its commercial products.

The authority is hereby delegated and shall be exercised by the  
aforesaid person in connection with the duties as

\_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of Corporation)

and not otherwise.

ATTEST: \_\_\_\_\_ DATE: \_\_\_\_\_

**NOTE:** This form must be completed if the contractor is a corporation.

**BENEFICIAL INTEREST DISCLOSURE STATEMENT**

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 Division of Capital Asset Management, as required by M.G.L. c7, §40J, prior to the conveyance of or execution of a lease for the real property describe below. Attach additional sheets if necessary.

1. Public agency involved in this transaction:  
Town of Plymouth  
[Name of Jurisdiction]
  
2. Complete legal description of the property:  
Map 53 Lot 32-6
  
3. Type of transaction:  
Sale x Lease or rental for \_\_\_\_\_ [term]:
  
4. Seller(s) or Lessor(s): Town of Plymouth
  
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 10 percent of the outstanding voting shares need not be disclosed.*

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts, or is an employee of the Division of Capital Asset Management and Maintenance, 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 Item 1. If the 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: \_\_\_\_\_