

HEARING – 7:10 PM

- ON WHETHER TO EXERCISE THE TOWN'S FIRST REFUSAL OPTION TO PURCHASE LAND ON WASHINGTON STREET

Memo

To: Town Council

From: Jeffrey D. Nutting



Date: March 16, 2017

Re: Public Hearing on the option to purchase land at 0 Washington Street

The Town has the right of first refusal of 12 acres of land at zero Washington Street. Attached is a map showing the parcel along with the abutting land the Town owns.

I suggest the Council consider buying the land to ensure access and potential future recreation/open space uses.

I am happy to answer any questions.

Town of Franklin

Tel: (508) 520-4907

Fax: (508) 520-4906



Planning Board
355 East Central Street
Franklin, Massachusetts 02038-1352

TO: Jeff Nutting
Town Administrator

From: Planning Board

DATE: March 16, 2017

RE: Sales of Chapter 61 land, Washington St; Parcel 349-006-000

At the Planning Board meeting on March 13th, 2017 the Planning Board discussed the above sale of land.

The Planning Board vote (5-0) to recommend to Town Council the Town exercise its option to purchase the parcel of land located on Washington Street.

Please feel free to contact the DPCD if you need any additional information.

Sincerely,

Anthony Padula, Chairman
Franklin Planning Board

Town of Franklin

Tel: (508) 520-4929


Fax: (508) 520-4906



Conservation Commission

355 East Central Street • Franklin, Massachusetts 02038-1352

TO: Jeff Nutting
Town Administrator

FROM: George Russell, AICP
Conservation Agent 

DATE: Feb. 28, 2017

RE: Sale of Chapter 61 land, Washington St.; Parcel 349-006-000

At their Feb. 23, 2017 meeting, the Conservation Commission discussed the above sale of land.

The Commission voted to recommend that the Town exercise its option to purchase this 12.5± acre parcel.

The lots in the rear of the instant lot are all town owned and under the management of the Commission. In Wrentham, there is residential development on the lots adjacent to the town line, albeit this development is some distance away from the town line. Therefore it is the Commission's position that having this land under the ownership of the Town and the management of Commission would be in the best interests of the Town.

Your consideration is appreciated. Please feel free to contact me if you need any additional information or clarification.

CC: Franklin Planning Board
Bryan Taberner



Sponsor: Administration

TOWN OF FRANKLIN

RESOLUTION 17-18

**ORDER OF FRANKLIN TOWN COUNCIL, EXERCISING TOWN'S
G.L. CHAPTER 61, SECTION 8 FIRST REFUSAL OPTION, RE:
LAND OF WILLIAM C. ROODE AND JEANNE M. ROODE,
CONTAINING APPROXIMATELY 12.5 ACRES ON WASHINGTON STREET,
TITLE REFERENCE: NORFOLK REGISTRY OF DEEDS BOOK 5501, PAGE 521**

WHEREAS, William C. Roode and Jeanne M. Roode, now or formerly of 1849 Woodard Road, Webster, State of New York, are titleholders of record (hereinafter: "Landowners") of a parcel of land consisting of approximately 12.5 acres located on Washington Street described in a deed recorded in Book 5501 at Page 521, said land also being shown on Franklin Board of Assessors Maps, Map 349, Parcel 6 (hereinafter "Parcel"), and

WHEREAS, Landowners have placed Parcel under the provisions of G.L. Chapter 61 as forest lands, and

WHEREAS, G.L. Chapter 61, Section 8 provides that, in the event of an intended sale, a municipality has a first refusal option to meet a bona fide offer to purchase the land placed under the statute, and

WHEREAS, Landowners gave written notice to the Town of Franklin of their intention to sell land including Parcel which was received by Town on January 9, 2017, and

WHEREAS, the Franklin Town Council has this date: March 22, 2017, held a public hearing in accordance with the provisions of G.L. Chapter 61, Section 8, and

WHEREAS, Franklin Town Council following the close of said public hearing is voting to acquire Parcel and to exercise Town's first refusal option for a total acquisition price, including expenses of two hundred twelve thousand five hundred dollars (\$212,500), for municipal purposes and to appropriate said sum,

NOW THEREFORE, the Franklin Town Council, being duly authorized to act on behalf of the Town, ORDERS that:

1. The Town of Franklin does hereby exercise its first refusal option to purchase a parcel of land consisting of approximately 12.5 acres located on Washington Street, described in a deed recorded in Book 5501 at Page 521, said land also being shown on Franklin Board of Assessors Maps, Map 349, Parcel 6, for the purchase price of two hundred, twelve thousand five hundred dollars (\$212,500.00), said sum to be appropriated from free cash.

2. Directs that a copy of this order be mailed to William C. Roode and Jeanne M. Roode, landowners, by certified mail as notice of Town's exercise, together with a copy of Town's proposed purchase and sales agreement described in the next paragraph and that an attested copy of this order also be recorded at Norfolk County Registry of Deeds, all as provided in G.L. Chapter 61, Section 8.

3. Approves the proposed purchase and sales agreement for Town's purchase of Parcel from Landowners and directs that a copy accompany the notice to Landowners of Town's exercise of its first refusal option, as provided in G.L. Chapter 61A, Section 8.

4. Authorizes and directs the Town Administrator, in consultation with the Town Attorney, to negotiate any revision(s) to the terms and conditions of the purchase and sales agreement with Landowners, as he determines to be in Town's interest and to execute said agreement and further authorizes the Town Administrator to execute any other documents and to take any and all other action necessary to consummate Town's purchase of Parcel.

This Resolution shall become effective according to the rules and regulations of the Town of Franklin Home Rule Charter.

DATED: _____, 2017

VOTED:
UNANIMOUS _____

A True Record Attest:

YES _____ **NO** _____






ABSTAIN _____

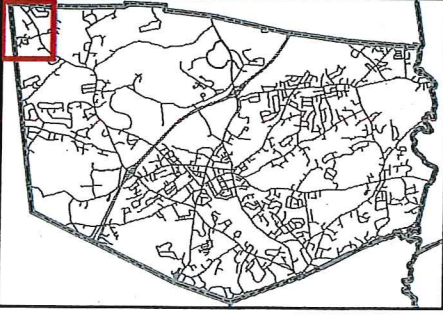
Teresa M. Burr
Town Clerk

ABSENT _____

Judith Pond Pfeffer, Clerk
Franklin Town Council

WASHINGTON STREET AREA

-  Parcel of Interest
-  Wetland
-  Town Owned Land
-  State or Federal Land
-  Parcel Line
-  Municipal Boundary



Scale: 0 75 150 Feet

In maintaining the GIS Data, the Town of Franklin has made every effort to ensure the accuracy, integrity and reliability of the content displayed. However, the accuracy, integrity and reliability of the content displayed that in producing this information, the Town of Franklin, its officials, agents, servants and employees does not warrant or guarantee any content. The user assumes all responsibility for any use of the information provided. The user assumes all responsibility for any use of the information provided. The user assumes all responsibility for any use of the information provided.

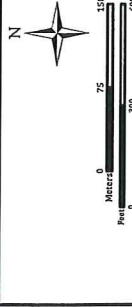
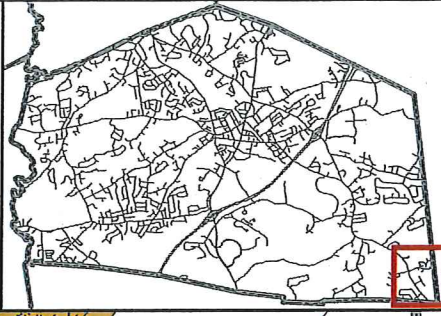


Franklin
MASSACHUSETTS

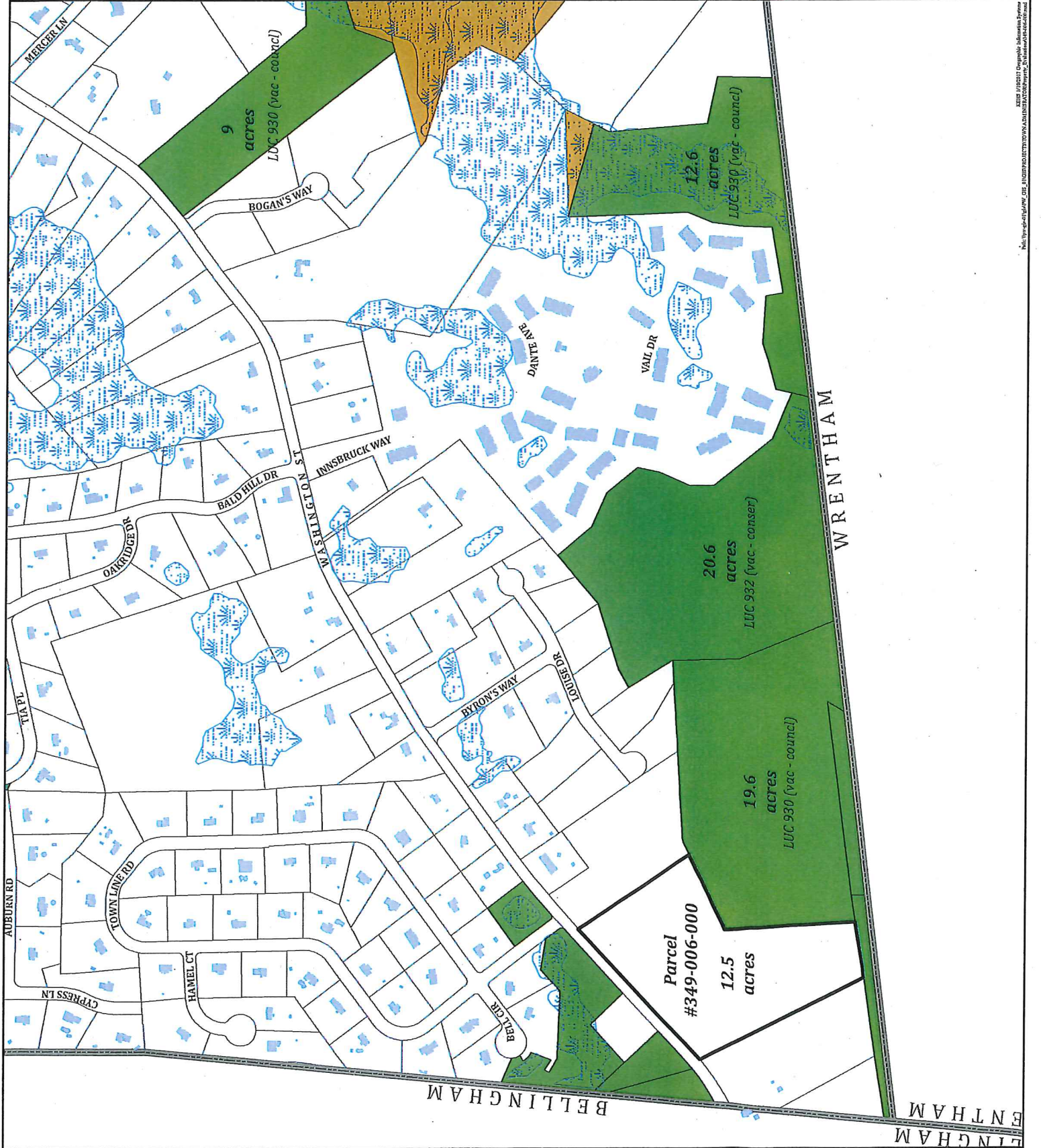


WASHINGTON STREET AREA

-  Parcel of Interest
-  Structure
-  Wetland
-  Town Owned Land
-  State or Federal Land
-  Parcel Line
-  Municipal Boundary



In maintaining the GIS Data, the Town of Franklin has made every effort to ensure the accuracy, currency and reliability of the content herein, however, errors can occur. It is expressly understood and agreed that, in providing this information, the Town of Franklin, its employees and its contractors, are not providing any warranty, express or implied, for the information provided. In no event will the Town of Franklin, its officials, agents, servants and employees be deemed or held obligated, liable for any loss or damage incurred or resulting from the use of the information provided.



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From the office of:
Mark G. Cerel, Franklin Town Attorney
Franklin Municipal Building
355 E. Central Street
Franklin, MA 02038
Tel. No.: (508) 520-4964
Fax: (508) 520-4903

**STANDARD FORM
PURCHASE AND SALE AGREEMENT**

This _____ day of March, 2017

1. PARTIES AND MAILING ADDRESSES
(fill in)

William C. Roode and Jeanne M. Roode, husband and wife as tenants by the entirety, of 1849 Woodard Road, Webster, New York, hereinafter called Sellers agree to sell and Town of Franklin, a municipal corporation with administrative offices located in Franklin Municipal Building, 355 E. Central Street, Franklin, MA hereinafter called the BUYER or TOWN, agrees to BUY, upon the terms hereinafter set forth, the following described premises:
2. DESCRIPTION
(fill in and include title reference)

A parcel of unimproved land located off Washington Street in said Franklin consisting of 12.5 acres, described in a deed recorded at Norfolk County Registry of Deeds in Book 5501 at Page 521 and also shown on Town of Franklin Assessors Map 349 as Parcel 6.
3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES
(fill in or delete)
4. TITLE DEED
(fill in)

** Include here by specific reference any restrictions, easements, rights and obligations in party walls not included in (b) leases, municipal and other liens, other encumbrances, and make provision to protect SELLER against BUYER's breach of SELLER's covenants in leases, where necessary.*

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLERS at least seven days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

 - a Provisions of existing building and zoning laws;
 - b Existing rights and obligations in party walls which are not the subject of written agreement;
 - c Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
 - d Any liens for municipal betterments assessed after the date of this agreement;
 - e Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with BUYER'S intended use of the property.

5. PLANS If said deed refers to a plan necessary to be recorded therewith the SELLERS shall deliver such plan with the deed in form adequate for recording or registration.
6. REGISTERED TITLE In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLERS shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.
7. PURCHASE PRICE
(fill in); space is allowed to write out the amounts if desired
- | | |
|--|---|
| The agreed purchase price for said premises is | two-hundred twelve thousand, five-hundred dollars, of which |
| \$ 10,000.00 | have been paid as deposit this day and |
| \$ | |
| \$202,500.00 | are to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s). |
| \$ | |
| \$212,500.00 | TOTAL |
-
8. TIME FOR PERFORMANCE; DELIVERY OF DEED *(fill in)* Such deed is to be delivered at 10:00 o'clock A.M. on the 24th day of April, 2017, at the Town Attorney's office in the Franklin Municipal Building, 355 E. Central Street, Franklin, MA, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.
9. POSSESSION AND CONDITION OF PREMISE. *(attach a list of exceptions, if any)* Full possession of said premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled personally to inspect said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of the clause.
10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM *(Change period of time if desired).* If the SELLERS shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLERS shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty days.

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc. If at the expiration of the extended time the SELLERS shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.
12. BUYER's ELECTION TO ACCEPT TITLE The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLERS can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLERS shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLERS shall, unless the SELLERS have 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 SELLERS for any partial restoration, or
 - b If a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLERS for any partial restoration.
13. ACCEPTANCE OF DEED The acceptance of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.
14. USE OF MONEY TO CLEAR TITLE To enable the SELLERS to make conveyance as herein provided, the SELLERS may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.
15. INSURANCE
**Insurance amount
(list additional types
of insurance and
amounts as agreed)*
- Until the delivery of the deed, the SELLERS shall maintain insurance on said premises as follows:
- | <i>Type of Insurance</i> | <i>Amount of Coverage</i> |
|-------------------------------|---------------------------|
| a. Fire and Extended Coverage | *\$As presently insured |
- Risk of loss shall remain with Sellers' pending closing.
16. ADJUSTMENTS
(list operating expenses, if any, or attach schedule) Water and sewer use charges and taxes for the then current fiscal year, shall be apportioned, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed.
17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

18. **BROKER'S FEE**
(fill in fee with dollar amount or percentage; also name of Brokerage firm(s)) A Broker's fee for professional services of \$10,625.00 is due from the SELLERS to Del Realty, Inc., if, as, and when title passes and a deed is recorded and not otherwise.
19. **BROKER(S) WARRANTY**
(fill in name) The Broker(s) named herein Del Realty, Inc. warrant(s) that the Broker(s) is(are) duly licensed as such by the Commonwealth of Massachusetts.
20. **DEPOSIT**
(fill in name) All deposits made hereunder shall be held in escrow by John J. Roche, SELLERS' Attorney, as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement.
21. **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 SELLERS as liquidated damages unless within thirty days after the time for performance of this agreement or any extension hereof, the SELLERS otherwise notifies the BUYER in writing, and this shall be Sellers' sole and exclusive remedy, both at Law and in Equity.
22. **RELEASE BY HUSBAND OR WIFE** The SELLERS' spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises.
23. **BROKER AS PARTY** The Broker(s) named herein join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to the Broker(s), and to any amendments or modifications of such provisions to which the Broker(s) agree(s) in writing.
24. **LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc.** If the SELLERS or BUYER execute this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLERS or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
25. **WARRANTIES AND REPRESENTATIONS**
(fill in); if none, state "none"; if any listed, indicate by whom each warranty or representation was made The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLERS or the Broker(s);
See "Addendum A" attached hereto and incorporated herein.
26. **MORTGAGE CONTINGENCY CLAUSE**
(omit if not provided for in Offer to Purchase)
27. **CONSTRUCTION OF AGREEMENT** This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and

enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLERS and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

28. LEAD PAINT LAW

29. SMOKE
DETECTORS

30. ADDITIONAL PROVISIONS The initialed riders, if any, attached hereto, are incorporated herein by reference
See addendum attached hereto and incorporated herein.

FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978, BUYER MUST ALSO HAVE SIGNED LEAD
PAINT "PROPERTY TRANSFER NOTIFICATION CERTIFICATION"

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

SELLER (or spouse)

Town of Franklin, by:
Jeffrey D. Nutting, Town Administrator, duly-authorized,
BUYER

SELLER

Broker(s)

EXTENSION OF TIME FOR PERFORMANCE

Date _____

The time for the performance of the foregoing agreement is extended until _____ o'clock
_____ M. on the _____ day of _____ 20____, time still being of
the essence of this agreement as extended. In all other respects, this agreement is hereby ratified and confirmed.
This extension, executed in multiple counterparts, is intended to take effect as a sealed instrument.

SELLER (or spouse)

SELLER

BUYER

BUYER

Broker(s)

Addendum A to Purchase and Sale Agreement

Roode to Town of Franklin
0 Washington Street, Franklin, MA 02038

IF THE TERMS OF THIS ADDENDUM CONTRADICT THE TERMS OF THE PURCHASE AND SALE AGREEMENT, THIS ADDENDUM SHALL CONTROL.

1. Buyer and Seller hereby acknowledge that they have been offered the opportunity to seek and confer with qualified legal counsel of their choice prior to signing this agreement and throughout this transaction.
- ~~2. The Buyer and Seller hereby acknowledge that they have been informed that the Buyer's attorney, Hornung & Scimone, P.C. has been asked to provide legal services on behalf of the mortgage lender for the mortgage loan closing in addition to the representation of the Buyer in this agreement or transaction, and that the Buyer and Seller have no objection to and consent to this dual representation.~~
3. Sellers shall sign all documents customarily required by Buyers' lender in connection with obtaining mortgage financing, including but not limited to, the Settlement Statement, 1099 Form, Agreement to Reapportion Taxes, Mechanic's Lien Affidavit, etc. In the event the Seller refuses to sign the same, the Buyer may elect to cancel this agreement, in which event all deposits 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.
4. The Seller agrees to allow the Buyer, his agent or designees to have access to the premises for the purpose of having inspections, showing the property to prospective mortgagees and taking measurements, etc. Such access shall only be at a reasonable time, with reasonable notice and in the presence of the Seller or the Seller's agent.
5. The Seller represents the following to be true as of the date hereof and as of the date of closing that to the best of their knowledge:
 - A. Seller has the legal right, power and authority to enter into this agreement and to perform all of its obligations hereunder.
 - B. There are no tenancies, occupancies or licenses in or to the premises.
 - C. Seller has not commenced nor has Seller received notice of the commencement of any proceeding, which would affect the present zoning classification of the premises. Seller will not initiate any such proceedings and will promptly notify Buyer if Seller receives notice of any such proceeding commenced by third parties.
 - D. There is, to the best of the Seller's knowledge and belief, no notice, suit, order, decree, claim, writ, injunction or judgment relating to material violations of any laws ordinances, codes, regulations or other requirements with respect to the premises in, of or by any court or governmental authority having jurisdiction over the premises.
 - E. There are no suits, actions or proceedings pending or threatened against Seller materially affecting the premises or Seller's right or power to consummate the transaction contemplated by this Agreement before any court or administrative agency or office that will not be removed simultaneously with the delivery of the deed.
 - F. There is no pending Seller bankruptcy, mortgage foreclosure, requirement for third party approval or other legal proceedings that would inhibit this conveyance.
 - G. The Seller has received no notice of eminent domain taking, condemnation, betterment or assessment, actual or proposed, with respect to the premises, and Seller has no reason to believe that any such eminent domain taking, condemnation, betterment or assessment has been proposed or is under construction.
 - H. The Seller has no knowledge and has received no notice of any violations of any environmental law respecting the premises and has no knowledge of the existence of any underground fuel or oil storage tanks on the premises.
 - I. The property is not located in a flood zone requiring flood insurance.

Notwithstanding anything herein contained the premises shall not be considered to be in compliance with the provision of this agreement with respect to title unless:

- A. all structures and improvements, including but not limited to any driveway(s), garage(s) and all means of access to the premises shall be wholly within the lot lines of the premises and shall not encroach upon or under any property not within such lot lines, unless permissible by indefeasible and duly recorded easement;
 - B. the premises abuts a public way, duly laid out or accepted as such by the town or city in which the premises are located, or abuts a private way over which there is direct access by motor vehicle to a public way; and
 - C. no building, structure, improvement or property of any kind encroaches upon or under the premises from other premises;
 - D. title to the premises is insurable, for the benefit of the Buyer, by a title insurance company, in a fee owner's policy of title insurance at normal premium rates, in the American Land Title Association form currently in use, subject only to those printed exceptions to title normally included in the "jacket" to such form or policy, and exceptions permitted pursuant to paragraph 4 of the Purchase and Sale Agreement; and
 - E. All improvements located on the premises have been constructed in accordance with any covenants or order of conditions governing same, and if required by said covenants or conditions, a recordable certificate of compliance is to be delivered at closing unless previously recorded in the applicable Registry of Deeds.
7. This agreement supersedes all prior agreements and other understandings between the parties and represents the complete and full agreement of the parties hereto. All prior offers and agreements between the parties with respect to the transactions contemplated hereby and any such prior offers or agreements are null and void.
 8. If prior to closing, the Seller becomes aware of any situation which may cause any of the representations made by the Seller in this Agreement to become untrue, then the Seller shall promptly notify the Buyer in writing and then the Buyer shall have the option to continue with the closing, or terminate this Agreement rendering it null and void with the return of the deposited funds to the Buyer without recourse to either party.
 9. This Agreement may be executed by fax or other electronic means and original ink signatures shall not be required.
 10. In the event any apportionment/adjustment pursuant to Paragraph Sixteen (16) are, within ninety (90) days subsequent to the Closing, found to be erroneous, then either Party hereto who is entitled to additional monies shall invoice (along with reasonably detailed back-up data) the other Party for such additional amounts as may be owing, and such amounts shall be paid, with good funds, within ten (10) days from the date of the invoice. The provisions of this Paragraph shall survive delivery of the Deed hereunder for ninety (90) days.
 11. SELLER shall execute the Deed personally. At the sole option of the BUYER, a Deed executed for the SELLER pursuant to a power of attorney shall not satisfy the title requirements of the Agreement.
 12. The SELLER represents to BUYER that the purchase price herein is sufficient to payoff all of the SELLER'S obligations that may affect the sale of the Premises including, but not limited to: mortgages, municipal charges, real estate broker's commissions, document stamp tax and other reasonable and customary expenses of the sale, and that the within transaction is not a so-called "short-sale."
 13. SELLER agrees that if any mechanic's or materialmen's liens with respect to work done on the Premises on SELLER'S behalf are recorded after the delivery of the Deed, SELLER will promptly cause such liens to be duly discharged of record. SELLER agrees to indemnify and hold BUYER harmless from and against any cost, loss, damage or expense, including reasonable attorneys' fees, if any, arising out of or relating to any such liens being placed on the Premises. The provisions of this Paragraph shall survive delivery of the Deed hereunder.

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

15. Seller states, to the best of SELLER'S knowledge, to Buyer that (i) that there are no underground storage tanks of any kind (collectively, "Tanks") at the premises; (ii) that there have been no Tanks at the premises during SELLER'S ownership of the premises, or if any Tanks were present at the premises during SELLER'S ownership of the premises, all such Tanks were removed from the premises and disposed of in accordance with all applicable federal state and local statutes, regulations, codes, ordinances, by-laws, requirements, directives and like, and that, at the time of such removal and disposal, it was opinion of the appropriate officials of the Fire Department of the City or Town and a qualified environmental consultant who witnessed such removal that there was no evidence or indication that there had ever been a release of oil or hazardous materials, as those terms are defined in Chapter 21E, as amended, of the Massachusetts General Laws (a "Release") from any such Tank
16. Seller represents that Seller has never generated, stored, or disposed of any toxic or hazardous substance" as defined in Massachusetts General Laws Chapter 21E and the Comprehensive Environmental Response Compensation and liability Act of 1980, as amended 42 U.S.C. Section 9601, et seq., and regulations adopted pursuant to said Acts. The Seller agrees to execute such certificate to BUYER'S lender regarding hazardous substances as BUYER'S lender may reasonably require of Seller.
17. In the event that the date for the closing, or the date that any notice required pursuant to this Agreement is due, falls on a Saturday, Sunday, or legal holiday, the closing or the due date of such Notice, shall be the next business day.

William C. Roode, SELLER

Town of Franklin, Buyer, by
Jeffrey D. Nutting, Town Administrator,
duly-authorized

Jeanne M. Roode, SELLER

Town of Franklin

Town Administrator
Tel: (508) 520-4949

Fax: (508) 520-4903



355 East Central Street
Franklin, Massachusetts 02038-1352

February 27, 2017

Milford Daily News
159 S. Main Street
Milford, MA 01757

Attention: LEGAL NOTICES DEPT.

PLEASE ADVERTISE -- Once in the Legal Ads Section on Friday, March 10

NOTICE OF PUBLIC HEARING FRANKLIN, MA

EXERCISE THE TOWN'S FIRST REFUSAL OPTION TO PURCHASE LAND ON WASHINGTON STREET

The Franklin Town Council will hold a public hearing on Wednesday evening, March 22, 2017 at 7:10 p.m. in the Council Chambers located on the second floor of the Franklin Municipal Building, 355 East Central Street, Franklin, MA. As required by G.L. Chapter 61, Section 8, the Council will hold a public hearing at said time and place on whether to exercise the Town's first refusal option to purchase a parcel of unimproved land currently taxed as forestry land located on the southerly side of Washington Street and containing 12.5 acres. The property is shown on Franklin Assessors Map 349 as Parcel 6 and described in a deed recorded at Norfolk County Registry of Deeds in Book 5501 at Page 521.

Submitted by,
Cindy Elz

Send 1 tear sheet

Cindy Elz
Town Administrator's Office
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