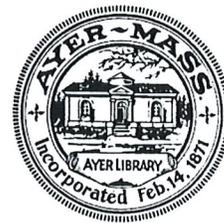


Office of the Select Board  
Office of the Town Manager



Town of Ayer | Ayer Town Hall | 1 Main Street | Ayer, MA 01432 | 978-772-8220 | www.ayer.ma.us

**MEMORANDUM**

**DATE:** February 6, 2024

**TO:** Ayer Community Preservation Committee  
c/o Janet Providakes, Chair

**FROM:** Robert A. Pontbriand  
Town Manager

**SUBJECT: Application for Determination of Eligibility for Community Preservation Funding – Acquisition of 71 Sandy Pond Road for Future Open Space/Recreation Purposes**

Dear Members of the Community Preservation Committee,

Attached is the Application for Determination of Eligibility for Community Preservation Funding for the acquisition of the property at 71 Sandy Pond Road, Ayer for future open space/recreation purposes for the Town of Ayer (See attached).

The Town was recently presented with an opportunity to purchase 71 Sandy Pond Road for future open space/recreational purposes. Attached to the application is the property card for 71 Sandy Pond Road; Cost Analysis for 71 Sandy Pond Road by the Building Commissioner (for both a proposed two, two family duplex property and a single-family home); Purchase and Sale Agreement; and the presentation slides of conceptual plans for 71 Sandy Pond Road all which will be publicly presented at the Ayer Select Board meeting on February 6, 2024.

This potential acquisition presents a rare opportunity for the Town of Ayer to acquire 2.86 acres strategically located across from the Town Beach at Sandy Pond for future open space and recreation purposes. This potential acquisition would be consistent with both the goals of the Town's Master Plan and the Town's Open Space and Recreation Plan in terms of creating new open space and recreation opportunities for the Town. It is important to note that there is no definitive plan for this property at this time and the future open space/recreation uses of the property if acquired by the Town would be the result of a specific public process. The first step would be for the Town to acquire and own the property before the development of the future open space and recreation possibilities could be developed to include a public process. If the Town decides not to purchase the property, the private developer will proceed with his plans for residential development of the property.

The Select Board has entered into a Purchase and Sale Agreement (attached to the application) with the private property owner to purchase the property which is 2.86 acres for \$700,000 contingent upon the private property owner demolishing and removing all structures from the property and filling and levelling the site to grade. Additionally, the Purchase and Sale Agreement is contingent upon a satisfactory 21E environmental analysis, and the Purchase and Sale Agreement must be approved by the Town Meeting on April 22, 2024. If approved by the Town Meeting, per the Purchase and Sale Agreement, the property would be conveyed to the Town of Ayer within sixty (60) days of Town Meeting Approval.

In terms of funding the purchase of the property, it has been proposed that the Town use \$350,000 from CPA Funds from the Open Space and Recreation Categories and the other \$350,000 to come from Town funds from the UDAG Grant; ARPA Funds; or a combination thereof to be determined and finalized by the Select Board.

I look forward to meeting with the Community Preservation Committee at your February 7, 2024 meeting to further discuss this opportunity and project proposal and to answer any questions the Community Preservation Committee may have. The timeline for this project is to have the Town Meeting consider and approve the acquisition at the Annual Town Meeting on Monday, April 22, 2024 to include the Town Meeting approval of the CPA funding portion as well as the Town funding portion. At the conclusion of your meeting on February 7, 2024, I will be preparing the formal CPC Application for Community Preservation Funding to be transmitted to the Committee.

If you have any questions prior to your February 7, 2024 meeting, please do not hesitate to contact me directly. I look forward to working with you on this important opportunity and project for the Town.

Thank you for your time and consideration.

Attachment(s):           CPC Application for Determination of Eligibility for Community Preservation Funding  
                                  Memo to Select Board Re: Proposal for Acquisition of 71 Sandy Pond Road, 2-2-2024  
                                  Property Card for 71 Sandy Pond Road  
                                  Cost Analysis for 71 Sandy Pond Road by the Building Commissioner  
                                  Purchase and Sale Agreement for 71 Sandy Pond Road  
                                  Presentation of Conceptual Plans for 71 Sandy Pond Road for February 6, 2024 from the Select Board Meeting

Cc: Ayer Select Board



## TOWN OF AYER

### APPLICATION FOR DETERMINATION OF ELIGIBILITY FOR COMMUNITY PRESERVATION FUNDING

Date: February 6, 2024

Project Title: Aquisition of 71 Sandy Pond Road for Open Space and Recreational Purposes

Name of Applicant/Contact Person(s): Robert A. Pontbriand, Town Manager

Name of Organization: Town of Ayer

Address: 1 Main Street, Ayer, MA 01432

Telephone: 978-772-8220 x100 Email: tm@ayer.ma.us

CPA Category (circle all that apply):  **Open Space**  **Historic Preservation**

**Recreation**  **Community Housing**

Total Project Cost: \$ 700,000 CPA Funding Requested: \$ 350,000

Has this project sought CPA funding prior to this application? Y / N  
(If Yes, include date(s) and detail.)

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**Project Description:** Please provide a brief project description below (or on a separate sheet). Include a brief description of how your project accomplishes the goals of the CPA and include an estimated budget. Please include supporting materials as necessary.

\*\*See Attached Memo and Supporting Documents\*\*

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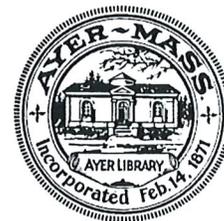
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**NOTE: This Application enables the CPC to review the request to ensure eligibility, CPA compliance, and offer guidance. If eligible, an Application for Funding must be completed.**

Date Received \_\_\_\_\_ Date Reviewed \_\_\_\_\_ Determination of Eligibility Y / N

Office of the Select Board  
Office of the Town Manager



Town of Ayer | Ayer Town Hall | 1 Main Street | Ayer, MA 01432 | 978-772-8220 | www.ayer.ma.us

MEMORANDUM

DATE: February 2, 2024

TO: Ayer Select Board

FROM: Robert A. Pontbriand, Town Manager

SUBJECT: Proposal for Acquisition of 71 Sandy Pond Road

Dear Honorable Select Board Members,

At the meeting on February 6, 2024, I will be joined by the DPW Director to make a brief presentation and to facilitate a discussion with the Select Board regarding the proposal for the Town to acquire the property at 71 Sandy Pond Road for the future development by the Town as a parks and recreation asset to further enhance the Sandy Pond Beachfront and for the benefit of the Town. 71 Sandy Pond Road is a 2.3-acre property located diagonally across from the Sandy Pond Beachfront on Sandy Pond Road (See attached property card).

As the Select Board is aware, an opportunity to acquire 71 Sandy Pond Road from a private developer recently presented itself. The private developer has plans to construct two residential duplexes on the property but is willing to sell the property to the Town of Ayer for \$700,000 with the contingencies of demolishing and removing all structures on the property and leveling the property to grade; and subject to approval by the Annual Town Meeting on April 22, 2024. Attached for your review is a cost analysis for the private development of 71 Sandy Pond Road prepared by the Building Commissioner to demonstrate the private value of the site (See attached).

The Select Board authorized the Town Manager and Town Counsel to negotiate and develop a Purchase and Sales Agreement for the property in the amount of \$700,000 which was approved by the Select Board and executed with the private developer subject to approval by Town Meeting (See attached purchase and sale agreement).

If approved by Town Meeting, the Town would pay \$700,000 for the property of which \$350,000 would come from Community Preservation Act Funds for Open Space and Recreation and the other \$350,000 would come from either Town UDAG Funds; Town ARPA Funds; or other Town sources to be determined by the Select Board. Please note that no funding will be authorized or issued without Town Meeting approval.

It is important to note that this is an opportunity for the Town to acquire this important property that is directly across from the Town Beach, as well as in the project zone for the Sandy Pond Road Complete Streets Project and Safer Streets initiative for the purposes of further developing the Town's parks and recreation assets to include potentially some parking; a park; a playground; a pavilion; some parks storage; and endless other potential public ideas for the benefit of the Town. **It must be stressed that there is no definitive plan for this property at this time and the future of the property if acquired by the Town would be the result of a specific public process.** Additionally, this property would not be used as a future site for the Senior Center as the property does not meet the requirements for that project.

The first step in this proposal would be for Town Meeting to determine if the Town should acquire this private property for \$700,000 per the terms of the Purchase and Sale Agreement. If Town Meeting votes in the affirmative, then the Town will acquire the property and will then proceed with developing the appropriate public process regarding the future of the site. If Town Meeting does not authorize the purchase of the property, then the private property developer will proceed with his plans to develop the site with two residential duplexes.

At the meeting on February 6, 2024, we would like to discuss further with the Select Board the conceptual possibilities for the site; the funding plan for the proposal in terms of the non-CPC fund portion; and next steps leading up to and including Town Meeting on April 22, 2024.

Attached for your review and to facilitate the conceptual discussion, are some conceptual images developed by the DPW Engineering Division. These are just general concepts for the purpose of illustrating some potential concepts and ideas for further discussion. Again, there are no preconceived plans for this property at this time but given its proximity to the Town Beach, it represents an opportunity to further enhance the Town's parks and recreation assets and where land is at a premium in Ayer, a unique opportunity to secure the property for future public use by the Town.

Thank you.

Attachments(s):           Property Card for 71 Sandy Pond Road  
                                  Cost Analysis for 71 Sandy Pond Road by the Building Commissioner  
                                  Purchase and Sale Agreement for 71 Sandy Pond Road  
                                  Presentation of Conceptual Plans for 71 Sandy Pond Road for February 6, 2024



Situs : 71 SANDY POND ROAD

Map ID: 019/029.0-0000-0001.0

Map: 029.0 Block: 0000 Lot: 0001.0

Card: 1 of 1

Printed: February 2, 2024

**CURRENT OWNER**  
 NORTH COUNTRY DEVELOPERS LLC  
 71 SANDY POND ROAD  
 AYER MA 01432

**GENERAL INFORMATION**

Tax Class	TAXABLE	Price	301,000	Road Type	TWO-WAY
NBHD	200.00	Sale Date	05/25/23	Road Condition	PAVED
Class	104	Type	Land & Bldgs	Traffic	LIGHT
Calc'd	2.29	Validity	No-Foreclosure	Water	PUBLIC SYS
Acres		Grantor	SANTANDER BANK	Sewer	SEWER
		Book/Page	81572 / 347		

**Land Information**

Seg	Type	Code	NBHD	Zone	Method	Sq Ft	Acres	Infl Fact	Infl %	Value	Sup?	Class
1	P	104	200.00	A2	A	43560	1			177,300	N	R
2	U	104	200.00	A2	A	56192	1.29			4,128	N	R

**Assessment Information**

	Assessed	Cost	Income	Market
<b>Current Land</b>	181,400	181,400	0	0
<b>Current Building</b>	267,500	267,500	0	267,500
<b>Current Total</b>	448,900	448,900	0	267,500
<b>Current Net Assessment</b>	448,900			
<b>Prior Year Land</b>	181,400	181,400	0	0
<b>Prior Year Building</b>	246,100	246,100	0	246,100
<b>Prior Year Total</b>	427,500	427,500	0	246,100
<b>Prior Year Net Assessment</b>	427,500			

**Outbuilding Data**

Type	Size 1	Size 2	Area	Qty	Yr Blt	Grade	Condition	Value
Garage-1s	640 x 1		640	1	2010	C	5	23,220

**Entrance Information**

Date	ID	Entry Code	Source
04-SEP-12	RRC	Exterior-Only	None
01-JUN-00	RAC	Exterior-Only	

Situs : 71 SANDY POND ROAD

Parcel Id: 019/029.0-0000-0001.0

Class: TWO-FAMILY

Card: 1 of 1

Printed: February 2, 2024

**Dwelling Information**

Style	Conventional	Year Built	1940
Story height	1	Eff Year Built	1988
Attic	No	Roof	HIP
Exterior Walls	Other	Foundation	CONCRETE
Masonry Trim		SFLA	1928

**Basement**

Basement	Full	# Car Bsmt Gar	
Bsmt Area	1928	Bsmt Grade	
Fin Bsmt Area	964	Fin Bsmt Grade	

BSMT RecRm Area:

**Heating & Cooling**

Heating/AC	Hot Water - Ac
Fuel Type	Oil
System Type	

**Fireplaces**

Fireplaces

**Room Detail**

Bedrooms	3	Full Baths	2
Total Rooms	6	Half Baths	
Custom Feat 1	-	Extra Fixtures	1
# of Custom Feat 1		Kitchen Quality	TYPICAL
Custom Feat 2	-	Bath Quality	TYPICAL
# of Custom Feat 2			

**Adjustments**

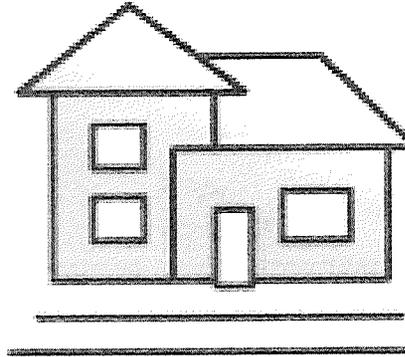
Int vs Ext	Average	Unfinished Area	
		Occupancy	2

**Grade & Depreciation**

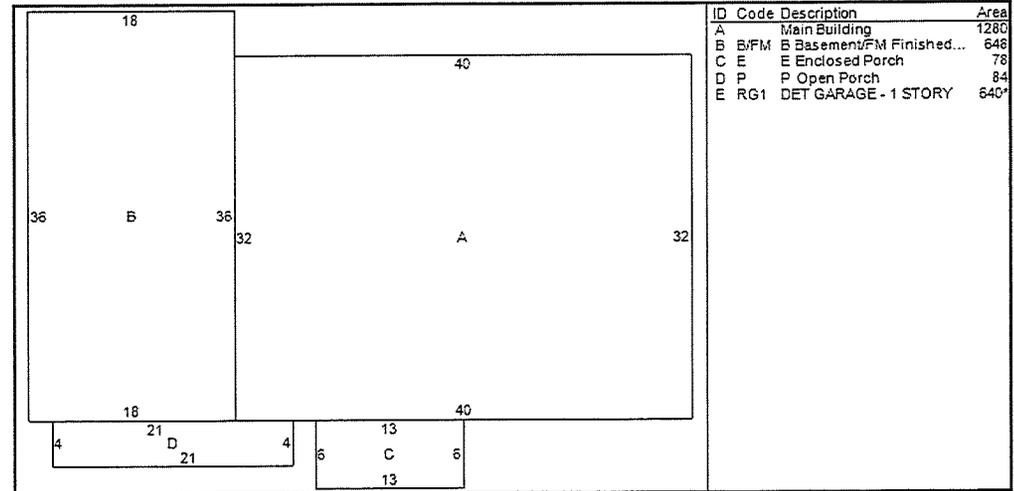
Grade	C	Market Adj	
Condition	Average	Functional	
CDU	AVERAGE	Economic	
Cost & Design	0	% Good Ovr	
% Complete		RCNLD	210570

**Dwelling Computations**

% Good	58	Economic	
% Good Override		% Complete	
Functional		C&D Factor	



Sorry, no photo available for this record



**Permits**

Num	Date	ID	Amount	Type	Description	% Complete	Open/Closed	Inspection	Completed	Fee
147	27-JUL-04	78925	2,000	MN	STRIP AND RE-ROOF					
174	03-DEC-02	78925	200	MN	INSTALL WOOD STOVE					
173	03-DEC-02	78925	200	MN	INST 5 REPLACE WINDO					



Town of Ayer  
**BUILDING / ZONING DEPARTMENT**  
Town Hall – 1 Main St. – Ayer, MA 01432  
978-772-8220 x 154

**Charles R. Shultz Jr.**  
*Building Commissioner/Zoning Enforcement Officer*

February 5, 2024

Dear Robert,

Please excuse my oversight for not providing a cost analysis for single family homes also. The developer had not yet been denied for the duplexes yet, so I didn't include it.

Either way, you will see, depending on the square footage, that no matter what is developed the profit margins for the developer are about the same.

For this analysis I used the most recent sale price for 2 existing single-family homes and 2 new single-family homes.

The formula = sale price divided by square footage, which = cost per square foot. I removed the highest and lowest per square foot cost to get my average cost of \$331.00 per square foot.

Below are the homes that were used for the analysis.

77 Littleton Rd. Sold 1/31/24. Sale price 825k @ 2781sq' = 297k per sq'

66 Washington St. Sold 1/24/24. Sale price 399k @ 864sq' = 462k per sq' (removed)

8 Shaker Pond Sold 3/30/23. Sale price 879k @ 3062sq' = 287k per sq' (removed)

9 shaker Pond Sold 2/23/23. Sale price 751k @ 2056sq' = 365k per sq'

For the comparison to 71 sandy Pond, I am using the average sq' of the 2 homes and the average cost per sq'.

Purchase price (land and demo cost)	340k
Cost to Construct	700k
Real estate fee/closing cost	60k
Total investment	1,1 million



Town of Ayer  
**BUILDING / ZONING DEPARTMENT**  
Town Hall – 1 Main St. – Ayer, MA 01432  
978-772-8220 x 154

**Charles R. Shultz Jr.**  
*Building Commissioner/Zoning Enforcement Officer*

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Potential profit to developer

Average sale price for comparable homes in Ayer                      800k@2 = 1,6 million

That leaves 500k profit + his original 340k investment = a potential value of 840k.

That number can fluctuate depending on the size of the homes the developer ultimately decides to construct.

All numbers for the comparison were taken for public sources again.



## ZONING/BUILDING DEPARTMENT

Town of Ayer

TOWN HALL 1 MAIN ST. AYER, MASSACHUSETTS. 01432  
978-772-8214

CHARLES R. SHULTZ, JR.  
BUILDING COMMISSIONER/ZONING ENFORCEMENT

January 31, 2024

### Cost analysis for 71 Sandy Pond Road.

For comparison I am using the last 3 sales for 2 families/condos that most accurately mimic 71 Sandy Pond Rd. 128 and 130 Washington is the exact scenario as 71 sandy pond rd., the Builder purchased a home and after demolishing it was able to build 2 two-family homes by zoning.

1 and 5 Marshall St. were purchased as 2 individual lots where 2 two-family homes were permitted by zoning. The Shaker Pond two-family was part of an OSRD.

### Cost/Profit Analysis

#### 128 A&B and 130 A&B Washington Street.

Sale date: July 3, 2022

Purchase price (land and demo cost): 340k@ 4 (units) = 85k per unit

Price to construct each unit: + 300k

**Total cost:** **385k**

Sale price: 589k

Real Estate Commission/Closing Cost: - 30k

**Total to Builder** **559k**

Investment: - 385k

**Profit per unit:** **164k**

#### 1-3 and 5-7 Marshall Street.

Sale date: March 13, 2023

Purchase price (land): 70k

Price to construct each unit: + 267k

**Total cost:** **337k**

Sale price: 545k

Real Estate Commission/Closing Cost: - 28k

**Total to Builder** **517k**

Investment: - 337k

**Profit per unit:** **180k**

**19 and 21 Shaker Pond Rd.**

Sale date: June 22, 2023

Purchase price (land & road cost):	110k
Price to construct each unit:	<u>+ 267k</u>
<b>Total cost:</b>	<b>377k</b>
Sale price:	610k
Real Estate Commission/Closing Cost:	<u>- 34k</u>
<b>Total to Builder</b>	<b>576k</b>
Investment:	<u>- 377k</u>
<b>Profit per unit:</b>	<b>199k</b>

All numbers used for this cost analysis came from public records. (Building Permits, Assessors Records and real estate transactions.)

The property is being offered at 700k, the investor has 360k invested. That leaves 240k as profit or 60k per unit.

The average of the 5, two-families in the cost analysis is 181k per unit.

**PURCHASE AND SALE AGREEMENT**

1. **Information and Definitions**

- (a) **DATE OF AGREEMENT:** January 2, 2024
- (b) **PREMISES:** A parcel of land, with all improvements thereon, located at 71 Sandy Pond Road, Ayer, containing 2.29 acres, more or less, being Tax ID Map 29-0-1, and described in a deed recorded with the Middlesex South District Registry of Deeds in Book 81572, Page 347
- (c) **SELLER:** **North Country Developers LLC**  
**Address:** 186 Littleton Road, Ayer, MA 01423  
**Seller's Attorney:** Peter E. Knox, Esq., Commonwealth Legal Associates, P.C., 280 Great Road, Shirley, MA 01464  
**Phone:** (978) 425-0340                      **Fax:** (978) 425-4072  
**Email:** attyknox@comcast.net
- (d) **BUYER:** **Town of Ayer**  
**Address:** Ayer Town Hall, 1 Main Street, Ayer, MA 01432  
**Buyer's Attorney:** Katharine Lord Klein, Esq., KP Law, P.C., 101 Arch Street, Boston, MA 02110  
**Phone:** (617) 654-1834                      **Fax:** (617) 654-1735  
**Email:** kklein@k-plaw.com
- (e) **PURCHASE PRICE:** The total purchase price for the Premises is Seven Hundred Thousand Dollars (\$700,000.00), which is to be paid (subject to adjustments) at the time of delivery of the deed by certified, Town Treasurer's check, bank check or by wire transfer, at BUYER's discretion.
- (g) **CLOSING DATE:** Sixty (60) days from satisfaction of the conditions precedent listed at Section 14, at 10:00 a.m.. Time is of the essence.

(h) PLACE: Middlesex South District Registry of Deeds, or a closing by mail, at BUYER's election.

(i) TITLE: Quitclaim Deed.

2. Covenant. SELLER agrees to sell and BUYER agrees to buy the Premises upon the terms hereinafter set forth.

3. Buildings, Structures, Improvements, Fixtures. The Premises will consist of vacant land, after Seller's demolition and removal of the improvements thereon, in accordance with Section 14(c) of this Agreement.

4. Title Deed. Said Premises are to be conveyed by a good and sufficient quitclaim deed running to BUYER, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- (a) provisions of existing building and zoning laws;
- (b) such taxes for the then current year as are not due and payable on the date of the delivery of such deed, except as provided in Section 13;
- (c) any liens for municipal betterments assessed after the date of this Agreement; any betterments assessed before the date of this Agreement shall be paid by SELLER in full; and
- (d) easements, restrictions and/or reservations of record, if any, provided the same do not interfere with access to or use of the Premises for conservation and active recreation purposes.

5. Deed; Plans. SELLER shall prepare the deed. If said deed refers to a plan necessary to be recorded therewith, SELLER shall, at its sole cost and expense, prepare a survey plan acceptable to BUYER and adequate for registration.

6. Registered Title. In addition to the foregoing, if the title to said Premises is registered, said deed shall be in a form sufficient to entitle BUYER to a Certificate of Title of said Premises, and SELLER shall deliver with said deed all instruments, if any, necessary to enable BUYER to obtain such Certificate of Title.

7. Possession and Control of Premises. Full possession of said Premises, free of all tenants and occupants, 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 (subject to Section 14(c) hereof), (b) not in violation of building and zoning laws, and (c) in compliance with provisions of Section 4 hereof. BUYER shall be entitled to inspect said Premises personally prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

8. Extension to Perfect Title or Make Premises Conform. If SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, then 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, and thereupon the time for performance hereof shall be extended for a period of up to thirty (30) calendar days.

9. Failure to Perfect Title or Make Premises Conform. If at the expiration of the extended time SELLER shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, or if at any time during the period of this Agreement or any extension thereof, the holder of a mortgage on said Premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

10. Buyer's Election to Accept Title. BUYER shall have the election, at either the original or any extended time for performance, to accept such title as SELLER can deliver to the said Premises in their then condition and to pay therefore the purchase price, without deduction, in which case SELLER shall convey such title.

11. Acceptance of Deed. The acceptance of a deed by BUYER, or its assignee or 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.

12. Use of Money to Clear Title. To enable SELLER to make conveyance as herein provided, SELLER may, at the time of delivery of this deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed, or, for institutional mortgages only, within a reasonable time thereafter in accordance with customary Massachusetts conveyancing practices.

13. Adjustments. Taxes on the Property for the then-current fiscal year shall be apportioned as follows: if taxes are outstanding as of the closing date, taxes will be apportioned as of the closing date in accordance with G.L. c. 59, §72A; if, however, SELLER has paid taxes through and past the closing date, such payments shall not be refunded, it being acknowledged that BUYER has no funds to refund SELLER for such taxes paid and BUYER, being tax exempt, has no obligation to pay taxes upon acquisition of the Premises.

14. Buyer's Contingencies. BUYER's obligation to perform under this Agreement is subject to the following conditions, at BUYER's option:

- (a) Ayer Town Meeting shall have approved the acquisition of the Premises on the terms set forth herein and appropriated the purchase price therefor;
- (b) Compliance with the provisions of G.L. c.30B (the Uniform Procurement Act) for acquisition of real property, if applicable;

- (c) SELLER shall have demolished and removed the building(s) at the Premises, leveled the ground, and loamed and seeded the Premises;
- (d) SELLER shall have waived any rights SELLER may have to relocation benefits under the provisions of G.L. c. 79A, and SELLER shall sign and shall have obtained waivers of relocation benefits under G.L. c. 79A and CMR 27.03 from all tenants or occupants, if any, of the Premises or any portion thereof. SELLER shall represent and warrant in writing at closing that all such waivers have been provided as to all occupants. SELLER shall defend, indemnify and hold harmless BUYER as to any claim for relocation benefits brought against BUYER by any tenant or occupant of the Premises and pay any costs incurred by BUYER resulting from any such claim. The provisions of this paragraph shall survive the delivery of the deed;
- (e) BUYER shall have inspected the condition of the Premises, including the demolition and removal of the buildings, pursuant to Section 14(c), and SELLER's title to the Premises, and be satisfied with the same, in its sole and absolute discretion, notwithstanding anything herein to the contrary; and
- (f) Compliance by BUYER and SELLER with any other requirements of Massachusetts General or Special Laws or regulations relative to the acquisition of real property by the BUYER, and BUYER and SELLER agree to diligently pursue full compliance with said laws and regulations.

Provided, however, that if any of the conditions are not satisfied by the Closing Date, BUYER shall have the right to extend the closing for up to sixty (60) days by giving SELLER written notice thereof prior to the Closing Date, and shall inform SELLER of the new closing date at least seven (7) days prior to the Closing.

15. Title to Premises. Notwithstanding anything herein contained, the Premises shall not be considered to be in compliance with the provisions of this Agreement with respect to title unless: (a) no building, structure or improvement of any kind belonging to any person or entity encroaches upon or under the Premises from other premises; (b) title to the Premises is insurable, for the benefit of BUYER, by a title insurance company acceptable to BUYER, in a fee owner's policy of title insurance at normal premium rates, in the American Land Title Association form currently in use; (c) all structures and improvements and all means of access to the Premises shall not encroach upon or under any property not within the lot lines of the Premises; and (d) the Premises abut a public way, duly laid out or accepted as such by the municipality in which the Premises are located, or the Premises have an express access and utility easement leading from the Premises to a public way on terms acceptable to BUYER, in its discretion.

16. Affidavits, etc. Simultaneously with the delivery of the deed, SELLER shall execute and deliver: (a) affidavits and indemnities under oath with respect to parties in possession and mechanic's liens to induce BUYER's title insurance company to issue lender's and owner's policies of title insurance without exception for those matters, and SELLER shall indemnify and hold harmless the title insurance company for any losses, costs, or damages sustained as a result of issuing a policy without exceptions covered by such representations; (b) an affidavit, satisfying the requirements of Section 1445 of the Internal Revenue Code and

regulations issued thereunder, which states, under penalty of perjury, SELLER's United States taxpayer identification number, that SELLER is not a foreign person, and SELLER's address (the "1445 Affidavit"); (c) Internal Revenue Service Form W-8 or Form W-9, as applicable, with SELLER's tax identification number, and an affidavit furnishing the information required for the filing of Form 1099S with the Internal Revenue Services and stating SELLER is not subject to back-up withholding; (d) an updated certification of the warranties and representations contained herein; (e) a Disclosure of Beneficial Interest form, as required under G.L. c.7C, §38; (f) a waiver of relocation assistance under G.L. c.79A; and (g) such additional and further instruments and documents as may be consistent with this Agreement and customarily and reasonably required by BUYER and/or BUYER's title insurance company to complete the transactions described in this Agreement.

17. Title Standards. Any matter or practice arising under or relating to this Agreement which is the subject of a title standard or a practice standard of the Real Estate Bar Association for Massachusetts at the time for delivery of the deed shall be covered by said title standard or practice standard to the extent applicable.

18. Representations. SELLER represents to the best of SELLER's knowledge to BUYER, effective as of the date of this Agreement and also effective as of the date of closing (subject to any subsequent notice from SELLER as hereinafter set forth), that:

- (a) SELLER holds good and clear, record and marketable title to the Premises in fee simple subject to exceptions of record;
- (b) SELLER has not granted or entered into any options, rights of first refusal, or other contracts which give any other party a right to purchase or acquire any interest in the Premises;
- (c) SELLER has not entered into leases, licenses, or other occupancy agreements (whether written or oral) in effect with respect to any part of the Premises;
- (d) SELLER's execution of this Agreement does not violate any other contracts, agreements, or any other arrangements of any nature whatsoever that SELLER has with third parties that could affect the Premises;
- (e) SELLER has the right, power and authority to enter into this Agreement and to sell the Premises in accordance with the terms and conditions hereof. This Agreement, when executed and delivered by SELLER, will be a valid and binding obligation of SELLER in accordance with its terms;
- (f) SELLER is not a party to any litigation affecting the Premises, and SELLER knows of no litigation or threatened litigation affecting the Premises, or affecting SELLER, or any basis for any such litigation, which would either enjoin SELLER's performance under this Agreement or adversely impact the Premises;

- (g) To the best of SELLER's knowledge: (i) no Hazardous Waste (defined in Section 19) has been generated, released, or disposed of at or from the Premises; (ii) there has been no release of any Hazardous Waste from the Premises; (iii) there are no underground storage tanks or other subsurface facilities currently in use or previously abandoned on the Premises, and (iv) chlordane has not been used as a pesticide on the Premises. Nothing herein shall affect BUYER's right to terminate this Agreement under the provisions of Section 19;
- (h) SELLER has not received written notice from any governmental authority or agency having jurisdiction over the Premises of any environmental contamination, or the existence or release of any Hazardous Waste (defined in Section 19), at or near the Premises; and
- (i) No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is pending against or contemplated by SELLER.

SELLER will not cause nor, to the best of SELLER's ability, permit any action to be taken which would cause any of SELLER's representations or warranties to be false as of closing, and in any event shall notify BUYER promptly of any change in these representations and warranties. SELLER shall confirm these representations and warranties at closing, which will survive the same.

19. Inspection Rights. BUYER and its agents, employees, consultants, contractors or licensees shall have the right, upon at least twenty-four (24) hours' prior notice to SELLER, which notice may be oral notice, to enter the Premises at BUYER's own risk for the purposes of conducting such inspections, surveys, tests and analysis as BUYER deems advisable, including, without limitation, environmental site assessments. In accomplishing BUYER's inspection of the Premises to determine evidence of oil, hazardous waste or hazardous materials, BUYER, at BUYER's expense, may accomplish a transaction screening environmental study. SELLER or its agents may choose to accompany BUYER and/or BUYER's agents. BUYER shall, as soon as practicable, restore the Premises to substantially the same condition as prior to such entry if the closing does not occur. BUYER'S performance hereunder is expressly conditional, at BUYER's option, upon BUYER being satisfied with the condition of the Premises, including, without limitation, on not having found on the Premises any oil, hazardous waste or hazardous materials, as such terms are used in G.L. c.21E and any applicable federal and/or state laws, rules, and regulations ("Hazardous Waste"). In the event Hazardous Waste is found, or the BUYER is not satisfied with the condition of the Premises, BUYER shall have the right, to be exercised in its sole and absolute discretion, to terminate this Agreement, whereupon all the rights and obligations of the parties shall cease except those that are stated herein to survive such termination. Nothing herein shall affect BUYER's rights under this Agreement to walk through and inspect the Premises at any time prior to the delivery of the deed.

20. Brokers. BUYER and SELLER each represent and warrant to the other that each has not contacted any real estate broker in connection with this transaction, and BUYER and SELLER agree, to the extent permitted by law, to defend, indemnify each other against and hold

the other harmless from any claim, loss, damage, costs or liabilities for any brokerage commission or fee which may be asserted against BUYER or SELLER by any broker in connection with this transaction. The provisions of this Section shall survive delivery of the deed.

21. Closing. The deed and other documents required by this Agreement are to be delivered and the Purchase Price, less the permitted adjustments, paid at the Date and Time of Closing and at the Place of Closing. All documents and funds are to be delivered in escrow subject to prompt rundown of title and recording, which term shall include registration in the case of registered land. BUYER's proceeds may be in the form of a Town Treasurer's check, and the check shall be held in escrow by BUYER's attorney who shall release the check to SELLER only following the recording of the deed.

22. Condition of Premises at Closing. SELLER agrees to deliver the Premises in a condition substantially similar to their condition on the date of this Agreement, removing all improvements, in accordance with Section 14(c) and all of SELLER's personal property therefrom which is not being sold to BUYER, or left for its benefit, as consented to by it.

23. Taking; Casualty. Notwithstanding anything herein to the contrary, in the event of a taking of all or part of the Premises or access thereto by eminent domain by any entity other than BUYER, or in the event that the Premises are damaged or destroyed by fire, vandalism or other casualty, the BUYER may, at its sole option, terminate this Agreement without recourse. All risk of loss shall stay with the SELLER until the recording of the deed.

24. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and signed by the party or the party's attorney or agent and shall be deemed to have been given: (a) when delivered by hand, or (b) when sent by Federal Express or other similar courier service, or (c) when mailed by certified mail, return receipt requested, or (d) upon electronic transmission (e-mail, provided that any e-mail sent after 5:00 p.m. on a business day shall be deemed received on the following business day), to the party's attorney at the addresses set forth in Section 1.

25. Extensions. BUYER and SELLER hereby authorize their respective attorneys (as the case may be) to execute on their behalf any extensions to the time for performance and any change of location and/or time for delivery of the deed. BUYER and SELLER shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge before the execution or other consent to such extensions, that either party has disclaimed the authority granted herein to bind them. For purposes of this Agreement, facsimile and scanned signatures shall be construed as original.

26. Errors. If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice thereof is given within six (6) months of the date of delivery of the deed to the party to be charged, then such party agrees to make payment to correct the error or omission. The provisions of this Section shall survive the closing and delivery of the deed.

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 inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both SELLER and BUYER. If two or more persons are named herein as SELLER, their obligations hereunder shall be joint and several. Any claims arising under this Agreement shall be brought in the courts of the Commonwealth of Massachusetts.

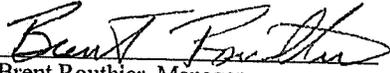
28. Captions. The captions and headings throughout this Agreement are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of, or the scope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

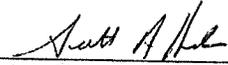
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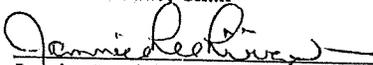
In Witness Whereof, the parties hereto sign this Agreement under seal as of this 2<sup>nd</sup> day of January, 2024.

SELLER:  
NORTH COUNTRY DEVELOPERS LLC

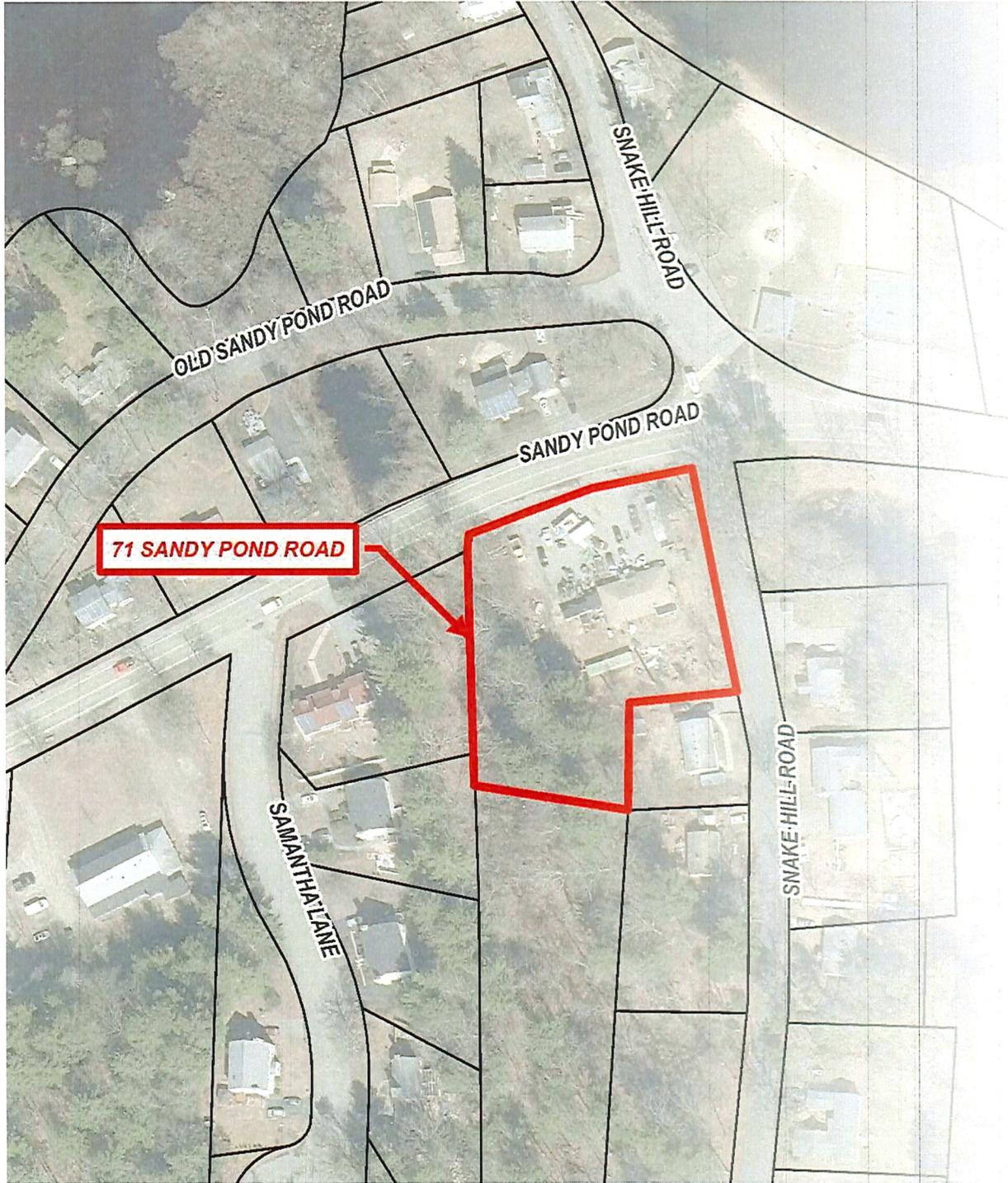
BUYER: TOWN OF AYER,  
By its Select Board

By:   
Brent Routhier, Manager

  
Scott A. Houde, Chair

  
Jannice L. Livingston, Vice Chair

\_\_\_\_\_  
Shaun C. Copeland, Clerk



# 71 Sandy Pond Road

February 6<sup>th</sup>, 2024



71 Sandy Pond Road



SANDY POND ROAD

Snake Hill Road

EXISTING HOUSE #71

71 Sandy Pond Road



SANDY POND ROAD

Snake Hill Road

PROPOSED  
DUPLEX  
DWELLING  
(2-UNITS)

PROPOSED  
DUPLEX  
DWELLING  
(2-UNITS)

Proposed Duplexes



**Conceptual Plan 1**



## Conceptual Plan 2



**Conceptual Plan 3**



**Conceptual Plan 4**