

TOWN OF DRACUT TAX TITLE AUCTION
454 HILDRETH STREET (PARCEL ID: 63-0-46)
TERMS AND CONDITIONS OF SALE

1. Agreement to Purchase; Purchase Price: I/We _____
_____ of _____
_____ *and/or their nominee trust, or entity*

(hereinafter, the “Buyer(s)”), hereby acknowledge that I/we have agreed to purchase at Public Auction, held on August 23, 2023, from Ann Vandal, duly appointed Tax Title Custodian for the Town of Dracut, Massachusetts (hereinafter, the “Seller” or “Town ”), the real estate described below for the sum of _____

_____ DOLLARS
(\$ _____) (the “Purchase Price”). The Buyer hereby agrees to comply with all of the terms and conditions of the sale as stated in this contract.

2. Property Description: The real estate which is the subject of this contract is described as follows:

Property Address: 454 Hildreth Street (Parcel ID: 63-0-46), Dracut, Middlesex County, Massachusetts (hereinafter, the “Property”).

Title Reference: Tax Taking recorded at Book No. 34031 Page No. 234; Final Judgment recorded at Book No. 37888 Page No. 89 with the Middlesex County Registry of Deeds.

The Property is further described in the proposed deed attached hereto as Exhibit A.

3. Deposit: The Buyer has paid to the Seller the sum of TEN THOUSAND DOLLARS (\$10,000.00) (“Initial Deposit”) and will make an additional payment, in the form of a certified, bank, or Attorney’s Iolta check, in the amount of TEN THOUSAND DOLLARS (\$10,000.00) (“Additional Deposit”), as a non-refundable deposit on the sale (collectively, “Deposit”). Said Additional Deposit shall be tendered no later than 12:00 p.m. on Thursday, August 24, 2023.

Buyer acknowledges and agrees that the Deposit shall be forfeited to the Seller as liquidated damages in the event that the Buyer fails to comply with any of these terms and conditions of sale and is in default hereunder. Forfeiture of the Deposit shall not relieve the Buyer of his/her liability under this contract, including, but not limited to, Buyer's obligation to purchase the Property pursuant to this agreement. In such event, the Seller shall be entitled to specific performance of this contract including any legal fees and expenses incurred. If the Seller shall fail to fulfill for any reason any of the terms contained herein, the Deposit shall be returned to the Buyer and all other obligations of the parties hereto shall cease and this agreement shall be void without further recourse to the parties hereto.

4. Time for Performance; Closing: The closing shall occur at the Middlesex Northern County Registry of Deeds, 370 Jackson Street, Lowell, Massachusetts at 12:00 p.m. on Friday, September 22, 2023 (the "Closing"), or at such other time and/or location as the Seller may designate in advance of the Closing. The Parties shall utilize their best efforts to avoid an in-person closing and complete the closing through overnight mail (in conjunction with electronic recording and wiring of funds as applicable) by Friday, September 22, 2023 at 12:00 p.m. Buyer shall not be entitled to extensions of time to close beyond Friday, September 22, 2023 at 12:00 p.m. The Property will be conveyed by a Treasurer's Deed prepared by the Seller and provided to Buyer on the date scheduled for Closing. The acceptance of the deed by the Buyer shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed by the Seller, provided, however, that this provision shall in no way limit Seller's rights pursuant to Paragraphs 9 and 16 which shall survive the Closing. The Buyer hereby understands and agrees that, other than the deed and settlement statement, the Seller will not be executing any documents, including customary conveyancing documents, in connection with the Closing. The parties understand and agree that the Property may or may not be in compliance with the provisions of M.G.L. c. 148, §26E, et seq. and that the Seller shall not be required to deliver at the Closing a certificate of compliance from the fire department stating that the Property is equipped with approved smoke detectors and carbon monoxide detectors in conformity with applicable law. To the extent that the Buyer requires a smoke and/or carbon monoxide certificate of compliance, the Seller will provide Buyer limited access to the Property for the purpose of making the Property conform with applicable law and to have the Property



inspected. Any work required to bring the Property into compliance and the fee for any such inspection by the fire department shall be at the Buyer's sole cost and expense.

5. Extensions and/or Accelerations: The parties hereto agree and understand that extensions and/or accelerations of the time for performance of the provisions of this agreement may be executed on behalf of a party by counsel therefor. Accelerations and/or extensions may be executed in counterparts and may be delivered by facsimile or by e-mailed pdf and shall have the same force and effect as an original.

6. Payment of Purchase Price and Closing Costs: The balance of the Purchase Price shall be paid at the Closing. The Buyer further agrees to pay all recording costs at the Closing, including the \$155.00 recording fee for the deed. These costs shall be paid by wiring of funds, or alternatively by bank or certified check if wiring is not practicable.

7. Payment of Special Assessment and Buyer's Premium: The Buyer shall pay a Special Assessment in the amount of FIVE THOUSAND DOLLARS (\$5,000.00). Buyer shall also pay a Buyer's Premium of Eight Percent (8%) of the Purchase Price, which shall be an additional fee of _____ DOLLARS (\$ _____). The Buyer's Premium and Special Assessment shall be paid at the Closing by wiring of funds, or alternatively by bank or certified check if wiring is not practicable.

8. Payment of Pro-Rata and Pro-Forma Real Estate Taxes in Accordance with M.G.L. c. 44, §63A: The Property will be sold free and clear of any unpaid real estate taxes or municipal liens assessed prior to foreclosure by the Town or during the Town's period of ownership. However, the Buyer is required, pursuant to M.G.L. c. 44, §63A, to make a pro-rated payment in lieu of taxes from the date of the deed transferring title from the Town to the Buyer to the end of the fiscal year in which the Closing occurs (the "Pro-Rata Tax Payment"). Additionally, for closings scheduled between January 2nd and June 30th, the Buyer shall make a payment in lieu of taxes for the next succeeding fiscal year (the "Pro-Forma Tax Payment"). The Pro-Rata and Pro-Forma Tax Payments are calculated by multiplying the Purchase Price by the tax rate for the fiscal year

of the sale. The Buyer shall pay the Pro-Rata and Pro-Forma Tax Payments at the Closing by wiring of funds, or alternatively by bank or certified check if wiring is not practicable.

9. Submission of Affidavits: The Buyer understands and agrees that he/she is required to complete and execute the following affidavits with this Agreement:

- a. The Buyer shall be required to submit an affidavit in accordance with the provisions of M.G.L. c. 60, et seq. and §77B in which he/she makes an oath stating that he/she: (1) has never been convicted of a crime involving the willful and malicious setting of a fire; (2) has never been convicted of a crime involving the aiding, counseling, or procuring of a willful and malicious setting of a fire; (3) has never been convicted of a crime involving the fraudulent filing of a claim for fire insurance; (4) is not delinquent in the payment of real estate taxes to the Town; and (5) has never owned an interest in, nor is acting as agent or straw for any person or entity who ever owned an interest in, said property and that he/she is not, nor is he/she acting for, one of the entities or individuals listed on Exhibit B attached hereto. (Exhibit C).
- b. The Buyer shall submit an affidavit which discloses any and all properties in the Town which are owned, managed, or controlled by: (a) Buyer, and/or (b) any entity (including but not limited to a trust, partnership, corporation, or limited liability company) in which Buyer has a beneficial interest in order to ensure the veracity of the statements contained in the affidavits provided by Buyer. (Exhibit D).
- c. The Buyer shall be required to execute a statement which discloses whether or not he/she holds an elected public office and whether or not he/she is an employee of the Division of Capital Asset Management and Maintenance (DCAMM). (Exhibit E).

Buyer acknowledges that the Town is relying upon the submission of these complete and truthful Affidavits as a material component of this Sale.

10. Property Sold “AS IS”: The land located at 454 Hildreth Street (Parcel ID: 63-0-46), Dracut, Middlesex County, Massachusetts (the “Property”) is sold by the Town “AS IS.” Buyer understands and acknowledges that Seller makes no warranties or representations with respect to any matter relating to the Property, including but not limited to its condition, construction, fitness for habitation, whether it conforms to applicable state or local building and health codes, or whether it is subject to any environmental conditions which may or may not be in compliance with any applicable laws, policies or regulations. This sale is not subject to the availability or approval of financing by the Buyer. An assertion by Buyer relating to any of the above shall not be cause for termination of this agreement and/or the return of Buyer’s deposit, nor for any subsequent cause of action, legal or equitable, against Seller, prior to or after recording of the deed.

11. No Warranties or Representations: The Buyer hereby acknowledges and agrees that any materials or documents concerning the auction of the Property which were prepared or furnished by the Town or the Auctioneer, including but not limited to the information posted on the Auctioneer’s website were solely for informational purposes. The Buyer further acknowledges and agrees that no warranties or representations were made as to the accuracy or completeness of the information provided. The Buyer further acknowledges and agrees that he/she alone was responsible for his/her own due diligence, and that he/she has made his/her own investigations and drawn his/her own conclusions prior to entering into this agreement. The Buyer hereby expressly waives any potential causes of action, legal or equitable, relating to such informational materials and any other statements made relating to the property and sale.

12. Risk of Loss: The Town is under no obligation to maintain casualty insurance covering the Property. The obligation of the Buyer to pay the Purchase Price and all other amounts as defined herein is not dependent upon the Town’s maintenance of insurance and is not dependent upon the state or condition of the Property. Risk of loss shall be as of this day on the Buyer.

13. Property Conveyed Subject to any Environmental Conditions: The Property shall be conveyed subject to any environmental conditions, including but not limited to, hazardous waste conditions, which may or may not be in compliance with any applicable laws, policies or

regulations. The Seller makes no representations or warranties of any kind regarding the existence and/or absence of any hazardous materials, including but not limited to lead paint, mold, or asbestos, in or at the Property. These materials, if any, may be subject to the provisions of M.G.L. c. 21E or M.G.L. c. 111, §§190-199 and/or any regulations promulgated thereunder. The existence, if any, of any of the above-stated conditions shall not be cause for termination of this agreement and/or the return of Buyer's deposit, or for any subsequent cause of action, legal or equitable, against Seller, prior to or after recording of the deed.

14. Title: If a material defect in the recorded title shall be claimed by the Buyer, the Buyer shall notify the Seller in writing at least fourteen (14) calendar days prior to the Closing. In the event a title defect is claimed by the Buyer and notice is given to the Seller as herein provided, the Seller shall be entitled to elect to either terminate this agreement or use up to thirty (30) days from the original date of the Closing as stated herein to perfect said title. If the Seller elects to perfect title but is unable to clear the record title or make conveyance as above stipulated, the Deposit shall be returned to the Buyer and all obligations of the parties hereto shall terminate, and this shall be the Buyer's sole remedy in law and equity. Marketability of title shall not be defined by Buyer's ability to obtain title insurance on the Property, and the inability to insure title shall not be cause for termination of this agreement and the return of Buyer's Deposit. The Buyer hereby understands and agrees that other than the deed and settlement statement, the Seller will not be executing any documents, including customary conveyancing documents, in connection with the Closing.

15. Extension to Perfect Title or Make Property Conform: If at any time before the date scheduled for Closing the Seller determines for any reason that there is or may be a title defect, or if on the date scheduled for Closing the Seller is unable to deliver possession of the Property, or the Property does not conform with the provisions hereof, the Seller may, in Seller's sole and exclusive discretion, use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Property conform to the provisions hereof. In such event, the Seller shall give notice thereof to the Buyer on or before the date scheduled for performance and thereupon the time for performance shall be extended for a period of up to sixty (60) days. This



paragraph shall not be construed as requiring the Seller to take action with respect to the matters stated herein.

16. Reservation of Right to Sell to Second Highest Bidder: The Seller reserves the right to sell to the second highest bidder in the event that the highest bidder defaults or to the third highest bidder in the event that the second highest bidder defaults. However, this reservation of rights should not be construed as requiring the Seller to sell to the second highest bidder or the third highest bidder in the event of such defaults.

17. Buyer's Breach; Reservation of Right to Cancel Sale; Forfeiture of Deposit: The Seller reserves the right to cancel the sale to the Buyer and shall be entitled to retain the Buyer's Deposit if the Buyer:

- a. Owes any taxes, fees, or municipal charges to the Town (and such delinquencies are not the subject of any duly instituted and pending abatement application or appeal); and/or
- b. Has made a false statement, or has failed to disclose required information, in any Affidavit or other document submitted to the Town in connection with the purchase of the Property.

[SIGNATURE PAGE TO FOLLOW]



The Buyer(s) and Seller do hereby acknowledge that they have read the foregoing and understand and agree to the terms and conditions of sale as set forth herein and they further acknowledge receipt of a copy of these Terms and Conditions of Sale.

IN WITNESS WHEREOF, the parties have executed this Terms and Conditions of Sale at Town of Dracut, Middlesex County, Massachusetts this 23rd day of August, 2023.

BUYER(S):

SELLER:

Ann Vandal
Tax Title Custodian, Town of Dracut

WITNESSED BY:



EXHIBIT A

PROPOSED DEED

The Town of Dracut (Grantor), a municipal corporation duly organized and existing by law in the County of Middlesex and Commonwealth of Massachusetts,

for good and valuable consideration of _____ (\$ _____) Dollars,

hereby grants to _____ (Grantee), with an address of _____.

WITH QUITCLAIM COVENANTS,

the land in said Dracut, with the buildings thereon, situated on the Westerly side of Hildreth Street, the said buildings now supposed to be numbered 454 on said Hildreth Street and bounded and described as follows:

Beginning at a point on the Westerly side of said Hildreth Street which point is 109.2 feet Northerly from a stone bound at the corner of said Hildreth Street and Henry Avenue; thence Northerly by said Hildreth Street to land now or formerly of the Town of Dracut, 100 feet; thence Westerly at an angle of 89 degrees 38 minutes by said Town land, 100 feet to a stone bound; thence Southerly at an angle of 91 degrees 1 minute, 100 feet to a stone bound; thence Easterly at an angle of 88 degrees 58 minutes, 100 feet to the point of beginning.

Containing 10,041 square feet of land, more or less.

For Grantor's title see Tax Taking recorded at Book No. 34031 Page No. 234 and Final Judgment recorded at Book No. 37888 Page No. 89 with the Middlesex County Registry of Deeds.

[SIGNATURE PAGE TO FOLLOW]

Locus: 454 Hildreth Street, Dracut, Middlesex County, Massachusetts
(Parcel ID: 63-0-46)



The officer executing this deed acknowledges receipt of the statement required by M.G.L. Chapter 60, §77B, and affirms the Town’s compliance with M.G.L. Chapter 60, §77B and M.G.L. Chapter 44, §63A.

Being a conveyance from a municipal corporation incorporated under the laws of the Commonwealth of Massachusetts, this transaction is exempt from property tax stamps and assessments.

IN WITNESS WHEREOF, the said Town of Dracut has caused its corporate seal to be affixed hereto and these presents to be executed for and on its behalf by Carol Briggs, Treasurer, duly authorized this ____ day of _____, 2023.

**Town of Dracut,
By its Treasurer,**

Carol Briggs

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared, Carol Briggs, as Treasurer for the Town of Dracut proved to me through satisfactory evidence of identification which was _____, to be the person whose name is signed on the preceding or attached document and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public:
My Commission Expires:



EXHIBIT B

Beatrice Birch*

*** including family members, agents, business affiliates, or entities of the named person, and any person or entity acting on behalf of or straw for the named person.**

DRAFT



EXHIBIT C

**AFFIDAVIT PURSUANT TO
MASSACHUSETTS GENERAL LAWS
CHAPTER 60, ET SEQ., AND SECTION 77B**

I, _____

of _____

for the purpose of purchasing real property from the Tax Title Custodian of the Town of Dracut do hereby depose and state:

1. I have never been convicted of a crime involving the willful and malicious setting of a fire;
2. I have never been convicted of a crime involving the aiding, counseling or procuring of a willful and malicious setting of a fire;
3. I have never been convicted of a crime involving the fraudulent filing of a claim for fire insurance;
4. I am not delinquent in the payment of real estate taxes to the Town of Dracut; and
5. I have never owned an interest in, nor am I acting as agent or straw for any person or entity who ever owned an interest in, the Property, nor am I acting for any entity or individual listed on Exhibit B attached hereto.

Signed under the pains and penalties of perjury this 23rd day of August, 2023.

PRINTED NAME

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

On this 23rd day of August, 2023, before me, the undersigned notary public, personally appeared _____ provided to me through satisfactory evidence or identification which was _____, 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.

Notary Public:
My Commission Expires:



EXHIBIT D

AFFIDAVIT

DISCLOSURE OF PROPERTY OWNED

I, _____, under the pains and penalties of perjury hereby swear that I own or have a current interest in the following:

1. List all property you own in the Town of Dracut. Provide a complete address for each property.

2. List all property in the Town of Dracut that is now owned by any corporation, limited liability company, trust, partnership, joint venture or any other entity in which you have an interest or with which you are associated. Provide the entity's complete name and complete address of each property owned by that entity.

The above information is true and correct to the best of my knowledge.

Signed under the pains and penalties of perjury this 23rd day of August, 2023.

PRINTED NAME

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

On this 23rd day of August, 2023, before me, the undersigned notary public, personally appeared _____ provided to me through satisfactory evidence or identification which was _____, 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.

Notary Public:
My Commission Expires:



EXHIBIT E

DISCLOSURE STATEMENT

I, _____

of _____

hereby state and agree to purchase at Public Auction, held on August 23, 2023, from the Tax Title Custodian for the Town of Dracut, Massachusetts, the real estate described as:

454 Hildreth Street, Dracut, Massachusetts (Parcel ID: 63-0-46)

and I further disclose that:

I am an elected official to public office in the Commonwealth.

I am NOT an elected official to public office in the Commonwealth.

AND

I am an employee of the Division of Capital Asset Management and Maintenance.

I am NOT an employee of the Division of Capital Asset Management and Maintenance.

Signed under the pains and penalties of perjury this 23rd day of August, 2023.

PRINTED NAME

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

On this 23rd day of August, 2023, before me, the undersigned notary public, personally appeared _____ provided to me through satisfactory evidence or identification which was _____, 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.

Notary Public:
My Commission Expires:

