

TOWN OF SUDBURY COMMUNITY PRESERVATION COMMITTEE

PROJECT SUBMISSION FORM

Submitter: Maureen Valente, Town Manager

Submission Date: Nov. 1, 2013

Group or Committee Affiliation (if any): Board of Selectmen (amended Nov. 5, 2013)

Submitter's address and phone number:

Purpose (please select all that apply):

278 Old Sudbury Road

X Open Space

Sudbury, MA 01776

Community Housing

978-639-3381

X Historic

Recreation

Submitter's email address: selectmen@sudbury.ma.us , valentem@sudbury.ma.us

Project Name: 233 Concord Road, Lot B Acquisition

Project Description: Purchase a 2.2 acre parcel of land located at 233 Concord Road for Open Space and Historic Preservation purposes. See attached for more detailed description.

Costs:

Fiscal Year	Total Project Cost	CPC Funds Requested	Other Funding Sources (amount and source)
2015	\$335,000	\$110,000	Unknown at this time
2016			
2017			
2018			
2019			
Total	\$335,000	\$110,000	

How does this project meet the General Criteria and Category Specific Criteria for CPC projects (see attached)? *See below*

Does this project fall within the jurisdiction or interest of other Town Boards, Committees or Departments? If so, please list the boards, committees or departments, whether applications and/or presentations have been made, and what input or recommendations have been given.

Sudbury Historic District Commission, Conservation Commission and Planning Board support this proposal.

For Community Preservation Committee Use:

Form Received on: _____

Project Presented to CPC on: _____

Project Description

The Town has the opportunity to purchase this property at 233 Concord Road, Lot B (Lot H09-Parcel 0016), located in the Town Center Historic District, which was designated a National Register District in 1976. The property is a vacant 2.2 acre parcel which has recently been subdivided from the original homestead. The property was once the home and parsonage of Reverend Rufus Hurlbut, the second minister of First Parish of Sudbury. The property contains a conservation restriction held by the Sudbury Valley Trustees on the rear 1/3 of the lot which contains extensive wetlands. The Town has a right of first refusal to purchase the property for \$325,000 pursuant to its enrollment in M.G.L. chapter 61A. If purchased, the town could use this property for either historic or open space purposes.

Zoning for this parcel is A-Residential, and the land is a building lot. It is currently an overgrown meadow, and with some restoration could be used as a small pocket park. The property is located along the Sudbury parade route and could serve as a gathering place for spectators. The property is not listed specifically on the 2009 Open Space and Recreation Plan, however its c. 61A status and its location within the historic district contribute to its value to the Town.

Funds requested include a portion of the purchase price (\$110,000), plus attorney fees for title examination and closing expenses, estimated at \$10,000. It is the Board of Selectmen's intention that private funds will be used for the balance of the purchase price.

General Criteria

- This project is eligible for Community Preservation Act (CPA) funding according to the requirements described in the CPA legislation. *Purchase of land for open space preservation is allowed under the statute.*
- This project is consistent with the town's Master Plan and Heritage Landscape Inventory, which have received wide scrutiny and input and have been adopted by the town. *Connecting parcels of land in order to preserve and enhance the rural character of Sudbury, as well creating opportunities for public awareness and usage in the Town Center, are stated goals of the Master Plan. The Sudbury Town Center is a Priority Heritage Landscape in the 2006 Heritage Landscape Report. This designation is defined as special places created by human interaction with the natural environment that help define the character of a community and reflect its past - "The Town Center is historically and architecturally rich with resources that convey a sense of the evolution of the community."*
- This project has received endorsement by other municipal boards or departments. *The Sudbury Board of Selectmen, Historic Districts Commission, Conservation Commission and Planning Board support this project. Comments from other boards will be forthcoming.*
- This project will preserve the essential character of the town as described in the Master Plan. *The parcel is located in the Town Center Historic District and, if not purchased by the Town, will be developed as a single family house lot. Purchasing the property will allow the Town to exercise ultimate control over the land so that any development will be in keeping with the character of the historic district.*

- This project will serve more than one CPA purpose (especially in linking open space, recreation and community housing). *The property could be used for open space, recreation (park) or historic preservation.*
- This project demonstrates practicality, feasibility, urgency. *The property will be sold for development if the Town fails to exercise its right of first refusal by December 19, 2013 and complete the transaction by the timeframe allowed in the statute. It is a unique property in the historic district which will allow the Town to create a park and enhance the historic nature of the area.*

Open Space Criteria

- This project preserves Sudbury's rural and agricultural character. *The parcel is located in the Town Center Historic District and if not purchased by the Town a house will be constructed. Purchasing the property will allow the Town to control what is constructed so that any development will be in keeping with the character of the historic district.*
- This project preserves scenic views. *The property is within the Sudbury Center Historic District and preservation of the property will allow for restoration of the property to its former use as a meadow.*

Historical Criteria

- Protect, preserve, enhance and restore historic, cultural, architectural or archaeological resources of significance, especially those that are threatened;
- Protect, preserve, enhance and restore the historical function of a property or site;
- Project is within a Sudbury Historic District, and on the National Historic Register;
- Project demonstrates a public benefit;
- Project demonstrates the ability to provide permanent protection for maintaining the historic resource.

Attachments:

- Locus Plan of property
- Correspondence received by the Town on the c.61A Right of First Refusal

1. THIS PLAN IS BASED ON AN ON-THE-GROUND SURVEY PERFORMED BY THE ENGINEER ON JULY 24, 2004.

2. THE LOT AND SHOWN HEREIN ARE PLACED BY GOOD AND CONSIDERING THE RECORDS OF THE PUBLIC RECORDS.

3. THE LEGAL STATUS OF EASEMENTS AND INTERESTS NOT DETERMINED BY THIS SURVEY.

4. THE PURPOSE OF THIS PLAN IS TO CREATE LOTS A AND B, TWO BUILDABLE LOTS WITH AREAS AS SHOWN.

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED IN CONFORMANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.

VAROUJAN H. HAGOPIAN, P.L.S. 49665 1047E:

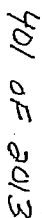
TOWN ASSESSOR MAP H09, PARCEL 16
DEED BOOK J231B, PAGE 411 - BOONMA

PLAN No. 51 of 1974
PLAN BOOK 426, PLAN 5
PLAN No. 1027 of 1992
PLAN No. 1034 of 1977
PLAN No. 1000 of 1956
PLAN No. 1347 of 1953
PLAN No. 229 of 1974
PLAN No. 740 of 1953
CONSERVATION RESTRICTION PLAN
DATED MAY 17, 2000 (Bk. 32089, Pg. 606)

ZONE: RESIDENCE A
AREA = 40,000 sq
FRONTAGE = 180 feet
SETBACKS: FRONT = 40 feet
SIDE = 20 feet
REAR = 30 feet

11/7
FRIEDRICK & WISSELO GASTRO
MAP MFG. PLANT, 132
CITY HWY. 101 E. ST. 87

* 1/4 In.
 * 1/2 In.
 * 3/4 In.
 * 1 In.
 * 1 1/2 In.
 * 2 In.
 * 3 In.
 * 4 In.
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 * 96 In.
 * 98 In.
 * 100 In.



PLAN BOOK 425, PLAN 6

APPROVAL UNDER THE
SUBMISSION CONTROL LAW
IS NOT REQUIRED.

SUBURBY PLANNING BOARD

1/10/2013

1/10/2013

1/10/2013

1/10/2013

1/10/2013

1/10/2013

DATE: 1/10/2013

RECEIVED
 6-18 2013
 at 11:19 AM
 Alcala
 R. P. Alcala
 Register

OWNER/APPLICANT:
STEPHEN & SHARON BOOMA
233 CONCORD ROAD
SUDBURY, MA 01776

GRAPHIC SCALE: 1"=40'

0 10 20 30 40 50 60 FEET

PLAN OF LAND
IN
233 CONCORD ROAD
SUDBURY, MASS.

SULLIVAN, CONNORS
and ASSOCIATES
LAND SURVEYING AND
CIVIL ENGINEERING
121 BOSTON POST ROAD
SUDBURY, MASSACHUSETTS 01776

SCALE: 1"=40'
SHEET 1 OF 1

233 Concord Road Notice of Intent to Sell

List of Correspondence as of 11/1/2013

Sender Name	Address or Title	Date
		8/16/2013, received
Stephen and Sharon Booma	Notice of Intent to Sell	8/21/2013
Jody Kablack	Director, Planning and Community Development	8/28/2013
Linda Hawes	Chair, HDC	9/6/2013
Jill and Stefan Gross	309 Goodman's Hill Rd	9/8/2013
Frances & Edward Shashoua	328 Goodman's Hill Rd	9/8/2013
Susan Doherty	253 Concord Rd	9/9/2013
Sherry Weiland	4 Homestead St	9/11/2013
Nancy McShea	Director, Parks and Recreation	9/12/2013
Sudbury Conservation Commission		9/17/2013
Suzanne E. Kellogg	265 Concord Rd	9/23/2013
Board of Assessors		9/26/2013
Beth Whitlock	83 Concord Rd	10/3/2013
Christa Collins	Director, Land Protection, Sudbury Valley Trustees	10/4/2013
James J. Casey	120 Old Lancaster Rd	10/4/2013
Linda Hawes	Chair, HDC	10/5/2013
Holly & Gonzalo Leon	25 Plympton Rd	10/7/2013
Mike Carney	345 Boston Post Rd, Suite F	10/8/2013
Cynthia Rodriguez	252 Concord Rd	10/8/2013
Andrea Jewett	308 Concord Rd	10/11/2013
Michael Hunter	Chair, Planning Board	10/17/2013
Susan Doherty	253 Concord Road	10/9/2013
Susan Doherty	253 Concord Road	10/29/2013
Vegetation Inventory and Management Plan		Rec. 10/9/2013
Brian & Barbara Clifton	45 Millpond Road	10/29/2013
Lyn McLean, Sud. Historical Comm.		10/30/2013
Marion Fratnyek	476 Concord Road	10/31/2013

Additional Documents:

- Historic Districts Commission Guidelines
- Historic Districts Commission Application
- Emmons Property Conservation Restriction to Sudbury Valley Trustees, Inc.

RECEIVED

AUG 21 2013

STEPHEN R. BOOMA AND SHARON BOOMA (OWNERS)

RE: Lot B (formerly part of 233 Concord Road, Sudbury, Massachusetts)
Notice of Intent under Chapter 61A

August 16, 2013

Hand Delivered to:

Chairman Lawrence O'Brien
Board of Selectman
c/o Town Clerk
Sudbury Town Hall
278 Old Sudbury Road
Sudbury, MA 01776

Board of Assessors
Town of Sudbury
Flynn Building
278 Old Sudbury Road
Sudbury, MA 01776

Planning Board
Town of Sudbury
Flynn Building
278 Old Sudbury Road
Sudbury, MA 01776

Conservation Commission
Department of Public Works
Town of Sudbury
275 Old Lancaster Road
Sudbury, MA 01776

Certified Mail:
Massachusetts State Forester
Department of Conservation and Recreation
355 Boylston Street
Clinton, MA 01510

Exhibit A

NOTICE OF INTENT TO SELL

LAND CLASSIFIED UNDER M.G.L. CHAPTER 61A

Dear Sirs and Madams:

Please accept this letter as a statement of intent to sell made to the Board of Selectman, Board of Assessors, Planning Board and Conservation Commission of the Town of Sudbury, as well as the Massachusetts State Forester, by Stephen R. Booma and Sharon Booma, the owners of certain land located in the Town of Sudbury classified as Forest Lands under M.G. L. Chapter 61A, that the Sellers intend to sell such land for residential use. The land is a portion of the land conveyed to Sellers by deed dated January 27, 2001, recorded with Middlesex South Registry of Deeds in Book 32318, Page 411 and also shown as Lot B, containing 2.2 acres on a plan recorded with Middlesex South Registry of Deeds on June 12, 2013 in Plan Book 2013, Plan 401.

Sellers have agreed to sell the Land to Michael Carney, Inc. (Buyer), 345 Boston Post Road, Suite F, Sudbury, Massachusetts, under a purchase and sale agreement dated August 5, 2013 which is attached hereto. The land is to be converted to residential use for the construction of a single family dwelling to be sold by Buyer upon completion.

The address and telephone number for the Sellers, Stephen and Sharon Booma is as follows:

121 Muirfield Drive, Ponte Verde Beach, Florida 32082
Telephone 904-834-3070

The name, address and telephone number for the Sellers' Attorney is as follows:

Tammy M. Hornung, Esquire
Hornung & Scimone, P.C.
5 Commonwealth Road
Natick, MA 01760
Telephone 508-651-1090

Attached to this letter, please find the following:

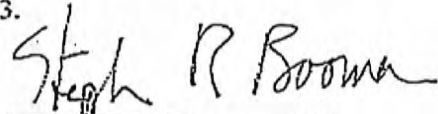
Exhibit A - Notice of Intent to Sell together with a statement of the proposed use of the land;

Exhibit B - Certified copy of Purchase and Sale Agreement;

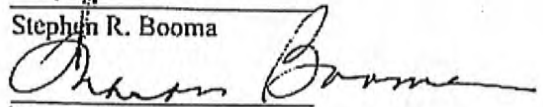
Exhibit C- Plan showing the location and acreage of the land

We look forward to hearing from you as soon as possible.

Signed this 19th day of August, 2013.

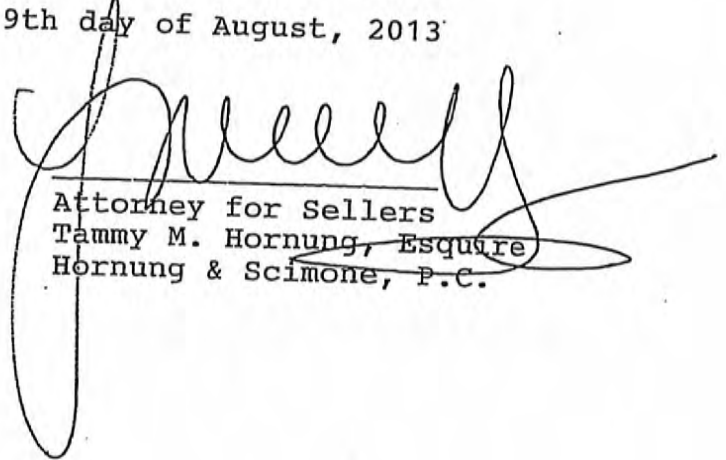


Stephen R. Booma



Sharon Booma

Signed this 19th day of August, 2013



Attorney for Sellers
Tammy M. Hornung, Esquire
Hornung & Scimone, P.C.

Exhibit "B"

TRUE AND ATTESTED COPY OF
THE ORIGINAL BY 

Prepared By:

Hornung & Scimone P.C.
5 Commonwealth Rd, 4th Floor
Natick, MA 01760

STANDARD FORM
PURCHASE AND SALE AGREEMENT

This 5th day of August, 2013.

1. PARTIES AND
MAILING ADDRESSES
(fill in)

Stephen R. Booma and Sharon Booma of 121 Muirfield Drive, Ponte Vedra Beach, Florida 32082, hereinafter called SELLER, agrees to SELL and Michael Carney Inc., of 345 Boston Post Road, Suite F, Sudbury, Massachusetts 01776, or assigns, hereinafter called the BUYER OR PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises: Lot B, Concord Rd (formerly part of 233), Sudbury, Massachusetts 01776

2. DESCRIPTION
(fill in and include title
reference)

Parcel of land containing 95,832 square feet of land on the westerly side of Concord Road, Sudbury, Middlesex County, Massachusetts and shown as Lot B on a plan of land entitled "Plan of Land 233 Concord Road in Sudbury, Mass" Owner/Applicant Stephen and Sharon Booma, dated April 23, 2013, Sullivan, Connors and Associates, Land Surveyors and Civil Engineers recorded with Middlesex South Registry of Deeds as Plan No. 401 of 2013. For further description see a portion of the property conveyed to Sellers by deed duly recorded at the Middlesex South District Registry of Deeds, Book 32318, Page 411.

3. BUILDINGS,
STRUCTURES,
IMPROVEMENTS,
FIXTURES
(fill in or delete)

Included in the sale is land only as set forth above.

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(s) designated by the BUYER by written notice to the SELLER 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 the current use of said premises; creation of ANR buildable lot.

*(f)

5. PLANS

If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.

6. REGISTERED TITLE

In addition to the foregoing, if the title to 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 SELLER 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 THREE HUNDRED TWENTY-FIVE THOUSAND AND 00/100 (\$325,000.00) Dollars, of which

\$ 1,000.00 with initial offer to purchase

\$10,000.00 is to be paid by Buyer within 72 hours after notice from the Town of Sudbury that it has waived the right of first refusal on the property.

\$314,000.00 are to be paid at the time of delivery of the deed by certified, cashier's, treasurer's or bank check(s) or Mass Attorney IOLTA check

\$325,000.00 Total

8. TIME FOR
PERFORMANCE; DELIVERY

Such deed is to be delivered at 12:00 o'clock Noon on the on or before December 5, 2013 at the Middlesex South District Registry of Deeds Registry of Deeds, or in the office of

OF DEED

(fill in)

9. POSSESSION AND
CONDITION OF PREMISES
(attach a list of exceptions, if
any)

the closing attorney, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

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 this clause.

10. EXTENSION TO
PERFECT TITLE OR
MAKE PREMISES
CONFORM(Change period of time, if
desired).

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then 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, unless the SELLER elects to 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 SELLER 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 as reasonably needed, up to thirty (30) days.

11. FAILURE TO
PERFECT TITLE OR
MAKE PREMISES
CONFORM, etc.

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at anytime 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 SELLER can deliver to the said premises in the then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accordance with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either

(a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or

(b) if a holder of a mortgage on 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 SELLER 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 SELLER to make conveyance as herein provided, the SELLER 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. However, discharges for institutional mortgages may be obtained within a reasonable period of time after delivery of deed in accordance with local conveyancing custom.

15. INSURANCE
(insert amount, list
additional types of
insurance and amounts as
agreed)

Until the delivery of the deed, the SELLER shall maintain insurance on said premises as follows: Type of Insurance

- (a) Fire and Extended Coverage
(b)

Amount of Coverage
\$ Land only, NA

16. ADJUSTMENTS
(list operating expenses, if any, or attach schedule)
- 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))
- Not applicable
19. BROKER(S) WARRANTY
(fill in name)
- Not applicable.
20. DEPOSIT
(fill in name)
- All deposits made hereunder shall be held in escrow by Sellers' attorney, Hornung & Scimone, P.C. in a non-interest bearing account as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent shall retain all deposits made under this agreement pending instructions mutually given by the SELLER and the BUYER, or by final order of a court of competent jurisdiction.
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 SELLER as liquidated damages ~~unless within thirty days after the time for performance of this agreement or any extension hereof, the SELLER otherwise notifies the BUYER in writing, and this shall be the SELLER'S sole and exclusive remedy at law and in equity.~~
22. RELEASE BY HUSBAND OR WIFE
- The SELLER's 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
- Not applicable.
24. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc.
- If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for 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 SELLER or the Broker(s): None
26. MORTGAGE CONTINGENCY CLAUSE
(omit if not provided for in Offer to Purchase)
- Not applicable

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 SELLER 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

Not applicable.

**29. SMOKE DETECTORS/
CARBON MONOXIDE
DETECTORS**

Not applicable.

**30. ADDITIONAL
PROVISIONS**

The initialed riders, if any, attached hereto, are incorporated herein by reference:

This Agreement shall be contingent on the following:

1. Sellers to provide Buyers with a Town Approved or ANR Lot Plan for said Lot B, without any easements, private or public of any kind;
2. Buyer obtaining all required State and local approvals and permits necessary to construct a five (5) to (6) bedroom house, with location, size and style of Buyer's choice. ;
3. Buyer shall be able to market the property after the signing of this P&S Agreement.

- See attached Addendum "A".

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.

Buyer(s)

Michael Carney

Date

8-13-2013

Seller(s)

Stephen R. Booma

Date

Stephen R. Booma 8-14-13

Sharon Booma

Date

Sharon A. Booma 8-14-13


Addendum A

This Addendum modifies, amends and changes the Purchase and Sale Agreement and supersedes the same to the extent set forth herein. In the event there are any conflicts between the Purchase and Sale Agreement and this Addendum, this Addendum shall control.

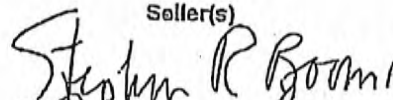
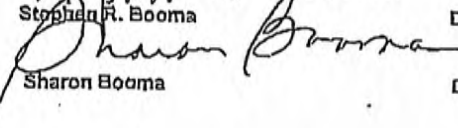
1. Buyer and Seller hereby acknowledge that they have been offered the opportunity to seek and confer with qualified legal counsel of their choice prior to signing this agreement and throughout this transaction.
2. Pursuant to paragraph 10 of the Purchase and Sale Agreement, the following language shall be added at the end of the paragraph "In no event shall the Seller be obligated in excess of \$2,500 to cure title, exclusive of the payment of mortgages or voluntary liens."
3. The Buyer acknowledges and agrees that the Seller has made no warranties or representations on which Buyer has relied as to the condition, past, present or future of the premises, other than those contained in this Agreement. Any statements made by the Seller in a realtor's/broker's or inspector's questionnaire, so-called "Seller's Disclosure Statement" or property listing information, if any, are not warranties and do not survive the closing. The seller states that any facts, in such forms, to the extent supplied by the Seller, are accurate according to the Seller's actual knowledge of the statements therein and Seller makes no representations concerning the accuracy of facts provided by the realtor(s) or broker(s) unless expressly incorporated into this Agreement. Buyer acknowledges that ample opportunity has been given to conduct an inspection without restrictions by an expert of their own choosing, and that such an inspection has taken place. Buyer acknowledges that they are fully satisfied with the condition of the premises and are accepting the premises "as is" in its current condition, reasonable wear and tear between the date hereof and closing, excepted, unless provided for herein otherwise.
4. The Seller and Buyer each represent that they have not dealt with any real estate broker in connection with this transaction, nor were they directed to each other as a result of any services or facilities of any real estate broker except for the brokers set forth herein and Buyer and Seller agree that each will hold harmless and indemnify the other from any and all claim, loss, damage, costs or, liability and expense including reasonable attorney fees incurred by Buyer or Seller as a result of the failure of this representation. The provisions of this paragraph shall survive the delivery of the deed.
5. 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.
6. In order to facilitate the execution of such documents amending the terms of this agreement or modifying the time for performance of any event or notice that may be given under this agreement, each undersigned hereby authorizes his or her

respective attorney to assent and execute on that party's behalf, any amendments or agreement modifying the time for performance of any event or of any notice that may be given under this agreement.

This Agreement may be executed by fax or other electronic means and original ink signatures shall not be required.

Buyer(s)

Michael Carney

Date

Seller(s)
 8-14-13
Stephen R. Booma Date
 8.14.13
Sharon Booma Date

Buyer's Addendum to Purchase & Sale Agreement

BUYER: Michael Carney Inc.
SELLER: Stephen R. Booma and Sharon Booma
PROPERTY: Lot B Concord Rd Sudbury

BUYER and SELLER agree to the following terms, which are hereby incorporated into and shall become a part of the main portion of this Agreement as if fully and originally set forth therein

1. Quality of Title.

Notwithstanding any language contained in this Agreement to the contrary, title to the Premises shall not be considered satisfactory under the terms of this Agreement unless, at the time of delivery of the deed:

- a. the Premises shall abut either a public way or a private way to which BUYER shall have direct access for pedestrian, vehicular and utility purposes and, if a private way, that such private way in turn has satisfactory access to a public way and has been duly laid out and accepted as such by the municipality in which the Premises are located
- b. and
- c. the Premises shall be in compliance with all applicable building, zoning, subdivision, environmental, health and safety by-laws, codes, statutes, orders and regulations.

2. SELLER's Representations.

SELLER makes the following representations to BUYER as of the date of this Agreement and as of the time of delivery of the deed:

- a. To the best of SELLER's knowledge, no underground tanks or receptacles for the storage of gasoline, motor oil, fuel oil or other flammable liquids have ever been located at the Premises.
- b. SELLER has no knowledge or notice of any ordered, pending or proposed municipal betterment assessments against the Premises and has no knowledge of any ongoing, incomplete, planned or proposed public improvements that would benefit the Premises and could result in a betterment assessment against the Premises;
- c. To the best of Sellers' knowledge, the property is not located in a flood hazard area.

3. Cooperation of SELLER.

SELLER shall cooperate reasonably with BUYER or assigns and allow reasonable access for any marketing Buyer may wish to perform pursuant to the main portion of the agreement, which may include signage. Buyer shall indemnify and hold harmless Sellers for any loss, costs or damages resulting from Buyer's, Buyer's agents or prospective Buyers access to the property.

4. Right of Access to Premises.

BUYER, BUYER's mortgage lender and their respective servants, employees, agents, contractors or other representatives shall have the right to enter upon the Premises prior to the time specified for delivery of SELLER's deed for the purposes of showing, inspecting, measuring, surveying and appraising the property. The right of access provided by this section shall be exercised only on a reasonable number of occasions, at reasonable times and with reasonable advance notice (which, notwithstanding anything contained herein to the contrary, may be given orally) to and in the presence of either SELLER or SELLER's agent. Buyer shall indemnify and hold harmless Sellers for any loss, costs or damages resulting from Buyer's, Buyer's agents or prospective Buyers access to the property.

Executed as a sealed instrument on Aug 14, 2013

[Signature]
BUYER

SELLER

[Signature]
BUYER

[Signature]
SELLER

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED IN CONFORMANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.

VAROUJAN H. HAGOPIAN, P.L.S. 49665 10472

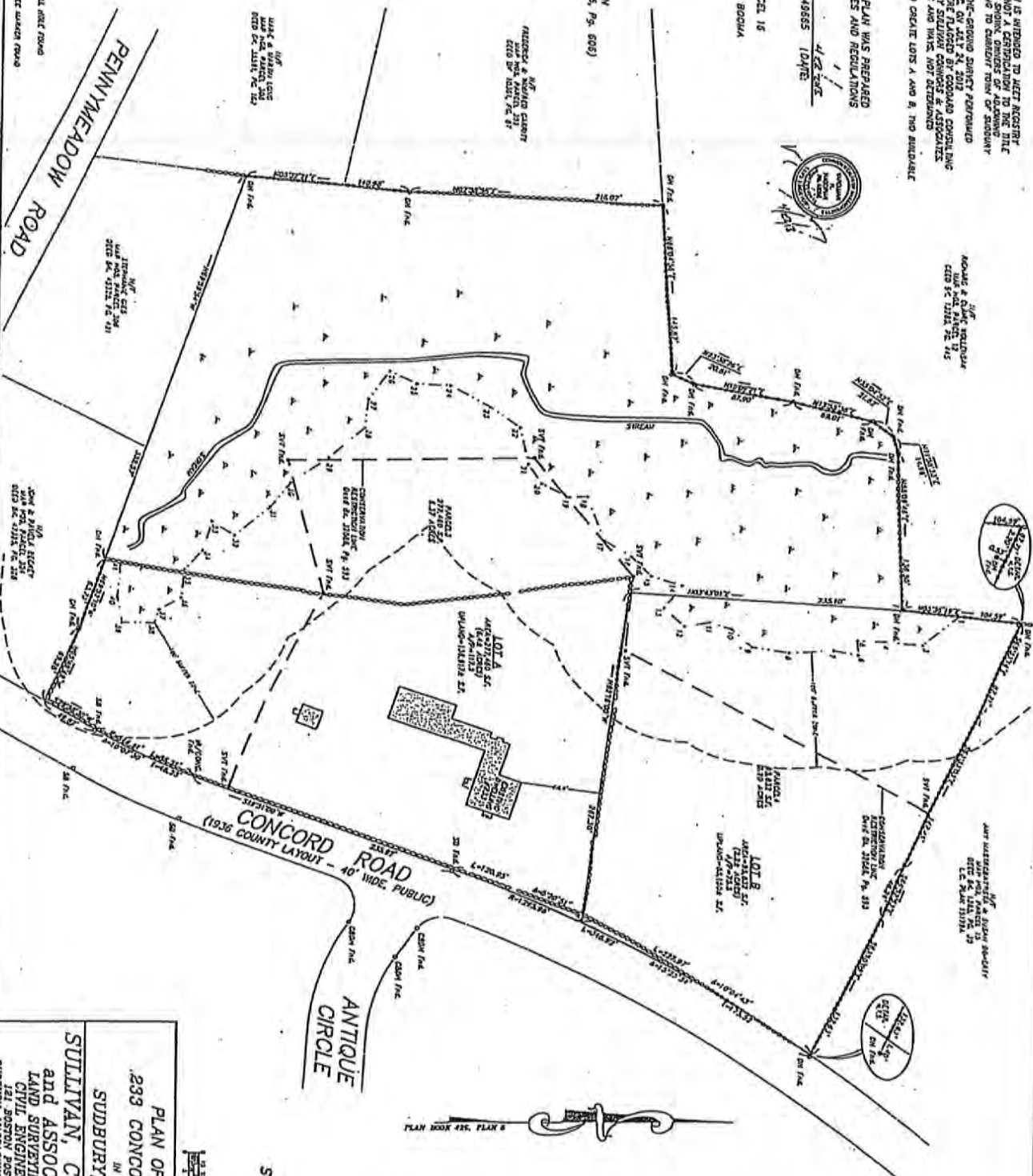
JOHN ASSESSOR MAP H03, PARCEL 16
DEED BOOK 32318, PAGE 411 - BOGMA

PLAY No. 51 of 1974
PLAY BOOK 426, PLAY 5
PLAY No. 1027 of 1992
PLAY No. 1034 of 1977
PLAY No. 1000 of 1956
PLAY No. 1347 of 1953
PLAY No. 729 of 1974
PLAY No. 740 of 1951
CONSERVATION RESTORATION PLAY
DATED MAY 17, 2000 (bk. 3006, Pg. 606)

ZONED: RESIDENCE A
AREA = 40,000 sq
FRONTAGE = 150 feet
SETBACKS: FRONT = 40 ft
SIDE = 30 ft
REAR = 30 ft

VALDEZ & NEWMAN
444 N. 4TH AVE.
CITY OF DENVER, CO.

MOORE & GILBERT HOLDINGS
1000 W. 10th, P.O. Box 12
Cedar Rapids, IA 52402



PLAN BOOK 425, PLAN 6

**APPROVAL UNDER THE
SUBDIVISION CONTROL LAW,
IS NOT REQUIRED.
SUDBURY PLANNING BOARD**

[illegible][illegible]

OWNER/APPLICANT:
STEPHEN & SHARON BOOMA
233 CONCORD ROAD
SUDBURY, MA 01776

GRAPHIC SCALE: 1"=40'

PLAN OF LAND
IN
.233 CONCORD ROAD
SUDBURY, MASS.
SULLIVAN, CONNOR.

and ASSOCIATES
LAND SURVEYING AND
CIVIL ENGINEERING
121 BOSTON POST ROAD
SUDSBURY, MASSACHUSETTS 01776

REVISIONS
APRIL 23, 2013
DESIGNED BY: -
CHECKED BY: VH
COMPUTED BY: VH
FIELD SURVEY: SMC
DRAWN BY: VH
SCALE: 1"=40'
SHEET 1 OF 1

MOORE & CLARK BUILDING
SOUTH BOSTON, MASS. 17
CITY OF BOSTON, DEC. 1915

VAROUJAN, H. HAGOPIAN, P.L.S. 49665 DATE: 4-22-78

TOWN ASSESSOR MAP #09, PARCEL 16
DEED BOOK 32318, PAGE 411 - BOOMA

CITE: FCIM 11A(19)
 PLAN No. 51 of 1974
 PLAN BOOK 426, PLAN 5
 PLAN No. 1027 of 1992
 PLAN No. 1034 of 1977
 PLAN No. 1000 of 1956
 PLAN No. 1347 of 1951
 PLAN No. 229 of 1974
 PLAN No. 749 of 1951
 CONSERVATION RESTRICTION PLAN
 DATED MAY 17, 2000 (Re. 32066, Pg. 606)

ZONED: RESIDENCE A
AREA = 49,000 sq ft
FRONTAGE = 180 feet
SETBACKS: FRONT = 40 feet
SIDE = 20 feet
REAR = 30 feet



[Handwritten signature]
NASSIM

APPROVAL UNDER THE
SUBSIDIZATION CONTROL LAW
IS NOT REQUIRED.
SUBSIDY PLANNING BOARD

|| Felicia A. Brown
DATE: 5/6/13

OWNER/APPLICANT,
STEPHEN & SHARON BOOMA
233 CONCORD ROAD
SUDBURY, MA 01776

GRAPHIC SCALE: 1"=10'

0 10 20 30 40 50 60 FEET

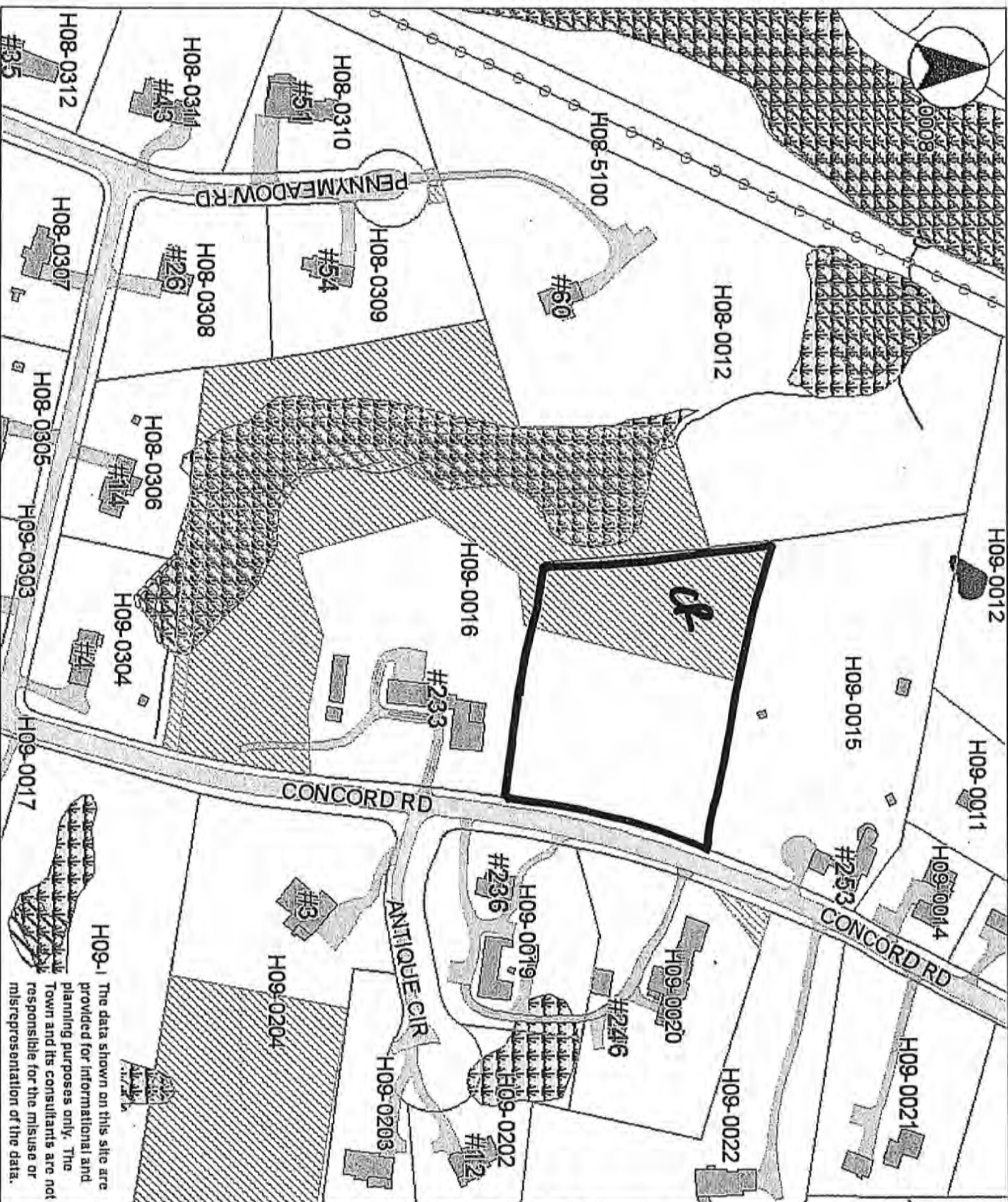
PLAN OF LAND
IN
233 CONCORD ROAD
SUDBURY, MASS.

SULLIVAN, CONNORS

and ASSOCIATES
LAND SURVEYING AND
CIVIL ENGINEERING

121·BOSTON POST ROAD
SUDBURY, MASSACHUSETTS 01776

SCALE: 1"=40'



H09-1 The data shown on this site are provided for informational and planning purposes only. The Town and its consultants are not responsible for the misuse or misrepresentation of the data.



- ☒ Town Boundary
☒ Esscements
☒ Resticlors
 Parcels
 Parcels with Orthos
 Parcels with Orthos
☒ Parcels
☒ Cubes
☒ Abandoned Railroad
 Drainage
☒ Culverts
☒ Dams
☒ Drainage Ditches
☒ Headwalls
☒ Buildings
 Roads
☒ Paved
☒ Unpaved
☒ Medans
☒ Driveways
 Wetlands, Town (2006)
☒ Open Water
☒ Deep Marsh
☒ Shallo Water of Meadowfen
☒ Bog
☒ Strud Swamp
☒ Wooded Swamp Deciduous
☒ Wooded Swamp Coniferous
☒ Wooded Swamp Mixed Treed
 Wetlands, DE P (1992-93)
☒ Marsh/Bog
☒ Wooded Inwash
☒ Open Water
☒ Reservoir (with PWSID)
☒ Streams
☒ Open Water
☒ Abutting Towns

Glaser, Dev

From: Kablack, Jody
Sent: Wednesday, August 28, 2013 10:43 AM
To: Planning Board; Conservation Commission; Historical Commission; Historic Districts Commission; Land Acquisition Review Committee; Board of Selectmen; Board of Assessors; 'Christa Collins' (ccollins@svtweb.org); 'mma63@msn.com'; Kenny, Paul; Jones, Elaine; Park and Rec Commission
Subject: 233 Concord Road
Attachments: Notice of Intent to Sell.pdf

The owners of 233 Concord Road (the Boomas) have sold their house, and divided off a building lot to the north of the house which is under Chapter 61A. They have recently submitted a Notice of Intent to Sell, which gives the Town the right of first refusal to purchase the property under the terms of the P&S. The price in the P&S is \$325,000.

The lot is 2.2 acres. It looks like approximately $\frac{1}{2}$ the parcel is buildable – outside the limits of the 100' wetland buffer, and outside the conservation restriction line. The parcel is a field that used to be a Christmas tree farm. This parcel is not on the current Open Space and Recreation Plan. It is within the Historic District.

Issues that have been brought up to date include:

- The design of the house is critical to preserving the character of the neighborhood.
- Purchasing the lot may have a significant positive impact on the open space of the historic district, similar to 15 Hudson Rd. The 5.2-acre lot across the street is protected under an agricultural restriction. The rear of 3 Antique Circle is under a CR. The Town just purchased 15 Hudson Road, which adds to Grinnell Park and Heritage Park. Open space in the heart of the historic center is important.
- ConCom should review the wetland line for concurrence. BOH should be asked if there are any soil issues in that area. Knowing the true alteration potential will be important.
- Various group should be made aware of this proposal to see if there is an appetite to fund this project collaboratively, including the Sudbury Foundation, Sudbury Valley Trustees, and abutters.

Each board should discuss this in an open meeting, and recommendations made to the Selectmen (via me). We have 120 days, or until Dec. 19, 2013 to render a decision on the right of first refusal. If however we are not interested, this can be communicated earlier rather than later.

Jody Kablack
Director of Planning and Community Development
Town of Sudbury
278 Old Sudbury Road
Sudbury, MA 01776
978-639-3387