

Davenport Realty

Established 1956

20 NORTH MAIN STREET
SOUTH YARMOUTH, MA 02664-3143
TEL: 508-398-2293 • 800-822-3422 • FAX: 508-394-6765
www.thedavenportcompanies.com

August 31, 2023

Town of Harwich
732 Main Street
Harwich, MA 02645

Re: 62 Route 28-First Baptist Church

Dear Members of the Select Board,

On behalf of Davenport Realty Trust, please find our proposal in response to the Town's Request for Proposals for Disposition of 62 Route 28-First Baptist Church. Receipt is acknowledged of Addendums 1, 2 and 3 to the RFP.

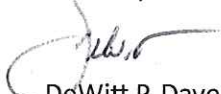
Our submission is via a proposed Purchase and Sale Agreement with Addendums A and B (P&S).

Enclosed are the following:

1. Five (5) copies of the P&S, with one an original and one on a flash drive;
2. Price Proposal Form;
3. Certificate of Tax Compliance;
4. Certificate of Non-Collusion;
5. Certificate of Authority; and,
6. Disclosure Statement for Transaction with a Public Agency Concerning Real Property.

Our point of contact, E. James Veara, can be reached at jveara@thedavenportcompanies.com or 508-776-9587.

Cordially,



DeWitt P. Davenport, Trustee

TOWN OF HARWICH
REQUEST FOR PROPOSALS (RFP)

Town of Harwich Disposition of 62 Route 28

FORM 1

PRICE PROPOSAL FORM

PRICE

Please write your proposal offer:

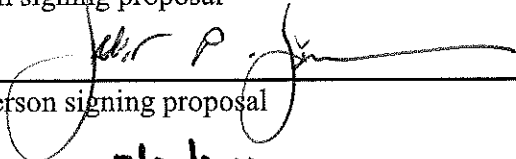
Three Hundred Thousand and 00/100 Dollars
Print/Type your proposal amount above in written form

\$ 300,000.00
Print/Type your proposal amount above in number form

Note: Both the written form and the number form should indicate the same total amount. If there is a conflict between the written form and the number form amounts, the written form will control.

Dunport Realty Trust
Name of proposer

DuWitt P. Dunport
Name of person signing proposal


Signature of person signing proposal

8/31/2013
Date

Trustee
Title

20 North Main Street, South Yarmouth, MA 02664
Address

(Note: This form must be included in the proposal submission)

TOWN OF HARWICH

REQUEST FOR PROPOSALS (RFP)

Town of Harwich Disposition of 62 Route 28

FORM 2

Certificate of Tax Compliance

Pursuant to Chapter 62C, §49A(b) of the Massachusetts General Laws, I,

DeWitt P. Davenport, authorized signatory for
(Name)

Davenport Realty Trust, do hereby certify under the pains and
(Name of Proposer)

penalties of perjury that said proposer has complied with all laws of the Commonwealth
of Massachusetts relating to taxes.

Signature:

Printed name:

Title:

Name of Business:

Date:

[Signature]
DeWitt P. Davenport
Trustee
The Davenport Companies
8/31/2013

(Note: This form must be included in the proposal submission)

TOWN OF HARWICH

REQUEST FOR PROPOSALS (RFP)

Town of Harwich Disposition of 62 Route 28

FORM 3

Certificate of Non-Collusion

The undersigned certifies under the pains and penalties of perjury that this bid, or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.


Signature:

Printed name:

Title:

Name of Business:

Date:


Delbert P. Dugart
Treasurer
The Dugart Companies
3/31/2013

(Note: This form must be included in the proposal submission)

TOWN OF HARWICH

REQUEST FOR PROPOSALS (RFP)

Town of Harwich Disposition of 62 Route 28

FORM 4

CERTIFICATE OF AUTHORITY

Give full names and residences of all persons and parties interested in the foregoing proposal:

(Notice: Give first and last name in full; in case of a corporation, give names of President and Treasurer; in case of a limited liability company, give names of the individual members, and, if applicable, the names of all managers; in case of a partnership or a limited partnership, all partners, general and limited and; in case of a trust, all the trustees)

NAME	ADDRESS	ZIP CODE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Kindly furnish the following information regarding the Respondent:

☐ **IF A PROPRIETORSHIP**

Name of Owner: _____

Address: _____

Name of Business: _____

Home: _____

☐ **IF A PARTNERSHIP**

Business Name: _____

Business Address: _____

Names and Addresses of Partners

PARTNER NAME	ADDRESS	ZIP CODE
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ **IF A CORPORATION OR A LIMITED LIABILITY COMPANY**

Full Legal Name: _____

State of Incorporation: _____

Principal Place of Business: _____

Qualified in Massachusetts: Yes _____ No _____

Place of Business in Massachusetts: _____

☒ **IF A TRUST**

Full Legal Name: Danport Realty Trust

Recording Information: See attached

State of Formation: Massachusetts

Full names and address of all trustees: See attached

NAME	ADDRESS	ZIP CODE
_____	_____	_____
_____	_____	_____

Signature: 

Printed name: D. L. P. Dupont

Title: Trustee

Name of Business: The Dupont Companies

Date: 8/31/2013

(Note: This form must be included in the proposal submission)

CERTIFICATE OF AUTHORITY ATTACHMENT

DeWitt P. Davenport, Stephen N. Aschettino, a/k/a Stephen Aschettino, Ann Millett and Paul R. Tardif, Trustees of the Davenport Realty Trust, u/d/t dated June 9, 1956, recorded in the Barnstable County Registry of Deeds in Book 945, Page 7, as amended in Book 1120, Page 1, Book 1432, Page 961, Book 3081, Page 86, Book 3221, Page 239, Book 7680, Page 161, Book 10598, Page 292, Book 25456, Page 25, Book 35918, Page 293, and in Book 35919, Page 95, and registered in the Land Court Division of the Barnstable County Registry of Deeds as Document 339937, as amended in Document 70387, Document 128828, Document 264741, Document 672949, Document 534865, Document 689324, Document 974249, and Document 974250, Document 1166247, Document 1224136, Document 1485314, and Document 1485324, with an address of 20 N. Main Street, South Yarmouth, MA 02664

TOWN OF HARWICH

REQUEST FOR PROPOSALS (RFP)

Town of Harwich Disposition of 62 Route 28

FORM 5

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) Real Property:

The land and buildings located at 62 Route 28, being the property described in a deed recorded with the Barnstable County Registry of Deeds in Book ____, Page ____

(2) Type of Transaction, Agreement, or Document:

Conveyance by Town of Harwich (Deed)

(3) Public Agency Participating in Transaction:

Town of Harwich, acting by and through its Select Board

(4) Disclosing Party's Name and Type of Entity (if not an individual):

Deputy Realty Trust

(5) Role of Disclosing Party (Check appropriate role):

____ Lessor/Landlord ____ Lessee/Tenant

____ Seller/Grantor X Buyer/Grantee

____ Other (Please describe): _____

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold

condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME

RESIDENCE

(7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert "none" if none):

None

(8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make

copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

(9) This Disclosure Statement is hereby signed under penalties of perjury.

Dempsey Rally Trust
Print Name of Disclosing Party (from Section 4, above)

[Signature] 02/29/2023
Authorized Signature of Disclosing Party Date (mm/dd/yyyy)

Dalwith P. Dempsey, Trustee
Print Name & Title of Authorized Signer

(Note: This form must be included in the proposal submission)

PURCHASE AND SALE AGREEMENT

This 31st day of August, 2023.

1. **PARTIES.** The Town of Harwich, a municipality, with an address of 732 Main Street, Harwich, MA 02645, hereinafter called the SELLER, agrees to SELL, and **DeWitt P. Davenport, Stephen N. Aschettino, a/k/a Stephen Aschettino, Ann Millett and Paul R. Tardif, Trustees of the Davenport Realty Trust**, u/d/t dated June 9, 1956, recorded in the Barnstable County Registry of Deeds in Book 945, Page 7, as amended in Book 1120, Page 1, Book 1432, Page 961, Book 3081, Page 86, Book 3221, Page 239, Book 7680, Page 161, Book 10598, Page 292, Book 25456, Page 25, Book 35918, Page 293, and in Book 35919, Page 95, and registered in the Land Court Division of the Barnstable County Registry of Deeds as Document 339937, as amended in Document 70387, Document 128828, Document 264741, Document 672949, Document 534865, Document 689324, Document 974249, and Document 974250, Document 1166247, Document 1224136, Document 1485314, and Document 1485324, with an address of 20 N. Main Street, South Yarmouth, MA 02664, hereinafter called the BUYER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. **DESCRIPTION.** The land and any buildings thereon located at 62 Route 28, West Harwich, MA 02671, more particularly described in a deed recorded in the Barnstable County Registry of Deeds in Book 2, Page 90 and the parking area and cemetery lot as shown on the attached plan, which property will total 1.62 acres.

3. **BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES.** Included in the sale as a part of said premises are the buildings, structures, and improvements now thereon and the fixtures belonging to the Seller and used in connection therewith including, if any, all venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants, air conditioning equipment, ventilators, garbage disposers, dishwashers, refrigerator, washing machines and dryers, but excluding none.

4. **TITLE DEED.** Said premises are to be conveyed by a good and sufficient quitclaim deed running to the Buyer or to the nominee designated by the Buyer by written notice to the 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

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 the provisions of any instrument referred to in Paragraph 4 hereof. The Buyer shall be entitled to an inspection of said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this paragraph.

10. **EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM.** 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 Seller shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the time for performance hereof shall be extended for a period of up to thirty days, or longer if the parties agree in writing to same.

11. **FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM.** 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 any time during the period of this agreement or any extension hereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then, at the Buyer's option, any payments made under this agreement shall be forthwith refunded and all other obligations of all 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 their then condition and to pay therefor the purchase price without deduction, in which case the Seller shall convey such title, except that in the event of such conveyance in accord with the provisions of this paragraph, 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 and recording 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

property all information or affidavits required by Federal, State and/or local law or regulation.

23. **TITLE INSURANCE AFFIDAVIT.** At the time of the delivery of the Seller's deed the Seller shall, if requested by the Buyer, execute and deliver an affidavit to any title insurance company insuring title to the premises to the Buyer and/or any lender granting mortgage financing to the Buyer with respect to the premises stating that there are no parties in possession of the premises and that no work has been done which would entitle anyone to claim a mechanic's lien or laborer's lien with respect to the premises.

24. **LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY.** 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 any obligation, express or implied, hereunder.

25. **UFFI INSULATION.** n/a

26. **NOTICES.** All notices required hereunder shall be deemed to have been duly given if in writing and delivered by hand or mailed by registered or certified mail, postage prepaid, return receipt requested, to the addresses as noted herein.

27. **SMOKE DETECTOR AND CARBON MONOXIDE CERTIFICATE.** n/a

28. **WARRANTIES AND REPRESENTATIONS.** The Buyer acknowledges that the Buyer has not been influenced to enter into this transaction nor has he relied upon any warranties or representation not set forth or incorporated in this agreement.

In Lieu of Warranties or Representations:

A. Septic System Inspection

Pursuant to Title 5 of the State Environmental Code (310 CMR 15.301), the on-site waste water system (the "Septic System") which serves the property shall be inspected in connection with the transfer of the property. Within 30 days of the execution of this Agreement, Buyer shall be provided a copy of a "Subsurface Sewage Disposal System Inspection Form" required by said Title 5 and requirements of local by-laws if required. Should the form indicate that the Septic System is a "failed system" or a "nonconforming system" as defined by said Title 5, at Buyer's option, this agreement shall be null and void and without recourse to either party and all deposits shall be promptly returned to Buyer, provided, however, that the Buyer notifies the Seller in writing within 3 days of receipt of said inspection form.

29. **CONSTRUCTION OF AGREEMENT.** This instrument, executed in triplicate, 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

WRITTEN.

Seller

Buyer

A handwritten signature in black ink, consisting of a large, stylized 'J' followed by a horizontal line and a small flourish.

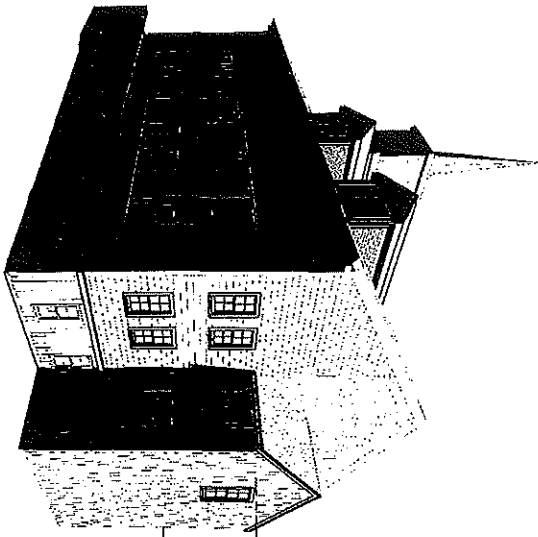
**ADDENDUM B
TO PURCHASE AND SALE AGREEMENT**

SELLER: Town of Harwich

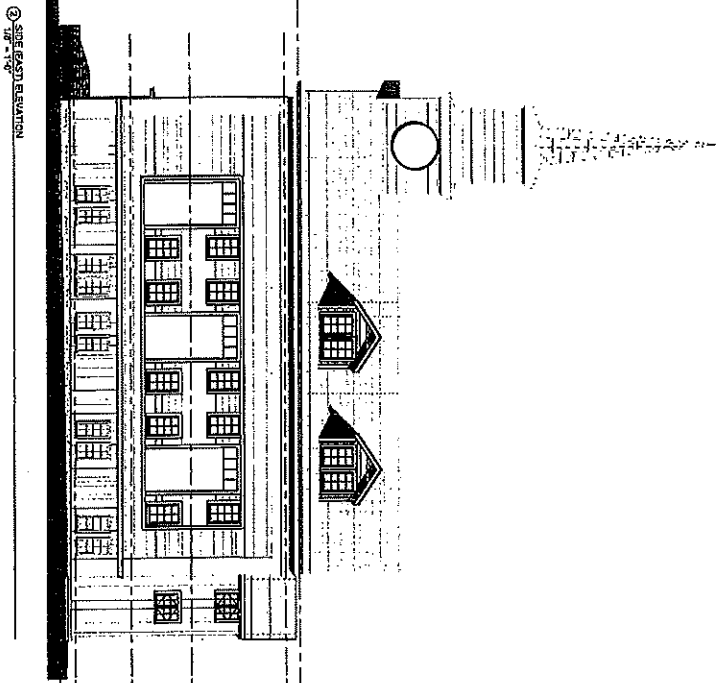
BUYER: Davenport Realty Trust

PROPERTY: 62 Route 28, West Harwich, Massachusetts 02671

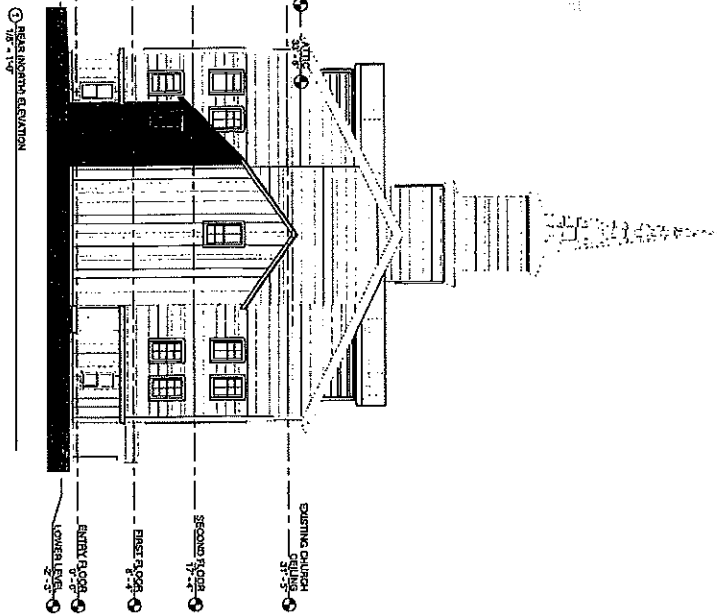
1. **Real Estate Bar Association Title and or Practice Standards:** BUYER and SELLER hereby agree that all disputes shall be resolved by reference to the REBA Title and/or Practice Standards to the extent such standards are applicable.
2. **Prior Agreements:** This agreement supersedes any prior agreements between the parties whether oral or written. BUYER acknowledges that SELLER has made no representations to BUYER other than those representations contained herein.
3. 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), then such party agrees to make such payment as may be necessary to correct to error or omission so long as the error is disclosed within 60 days of the closing. This paragraph shall survive the delivery of the deed.
4. The parties agree and acknowledge that this transaction will be accomplished in the following manner:
 - a. The Seller will formally take the Property as shown on the attached plan;
 - b. When Buyer has completed and secured all of the necessary permits, licenses, and approvals, which are final and unappealable, Seller will convey the Property to the First Baptist Church of West Harwich and Dennisport, f/k/a First Baptist Church & Society (the Church), with which Buyer has entered into a Purchase and Sale Agreement (P&S 1). Consideration for the taking will be paid from the Buyer to the Church, in the amount of the Purchase Price recited in Paragraph 7 of this Purchase and Sale Agreement.
 - c. Upon completion of the Project, and upon the issuance of the Certificate of Occupancy, the Buyer will convey, for nominal consideration, a portion of the Property to the Seller, which will include the cemetery, and those areas of the Property upon which gravesites may be located during construction. The Seller shall be solely responsible for the exhumation and relocation, in accordance with Massachusetts General Laws, of all gravesites located near the Project construction zone, which area is to be determined by the Buyer, and which areas the Buyer determines are necessary to be cleared of gravesites, especially located near the foundation of the existing structure or in the areas of the potential location of the new structure or structures to be created as part of the Project.



② SIDE EAST ELEVATION
1/8" = 1'-0"



① REAR NORTH ELEVATION
1/8" = 1'-0"



Davenport Realty

Established 1956

20 NORTH MAIN STREET
SOUTH YARMOUTH, MA 02664-3143
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www.thedavenportcompanies.com

September 20, 2023

Meggan M. Eldridge, MPH, MCPPO
Assistant Town Administrator
Town of Harwich
732 Main Street
Harwich, Ma 02645

Re: 62 Route 28 West Harwich

Dear Ms. Eldridge,

In furtherance of our August 31, 2023 proposal, and in response to your September 20th email, this letter of interest confirms our commitment to the construction of workforce, year round rental housing and, as spelled out in paragraph 4.d. of Addendum B to our proposed Purchase and Sale Agreement, we agree to enter into a mutually acceptable exterior historic preservation restriction upon the issuance of a Certificate of Occupancy. Implementation of the project will commence with our seeking all necessary approvals and permits which we anticipate taking between nine and twelve months. Actual construction timetable will depend on the scope of work and material supply chain.

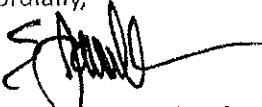
There are no legal or administrative actions, past, pending or threatened that could relate to the conduct of the proposer, our principals or any affiliates. I can confirm that no local, state or federal taxes are due or outstanding for the proposer or any member of our development team.

References: Bert Talerman, President Cape Cod 5, Tony Shepley of Shepley Wood Products, Marius Dehelean, Vice President, Relationship Manager TD Bank.

Regarding the requested deposit, there is presently being held in escrow by the broker for the First Baptist Church a \$10,000 deposit made by proposer. Given the nature of the proposed transfer of title and payment of funds, an additional deposit to the Town appears unnecessary and conflicting where adequate security for performance already exists. On this topic, I'd invite a meeting with you and the Town Administrator to elaborate and discuss our position further.

Thank you.

Cordially,



E. James Veara, Esquire
Vice President/Chief of Staff
The Davenport Companies

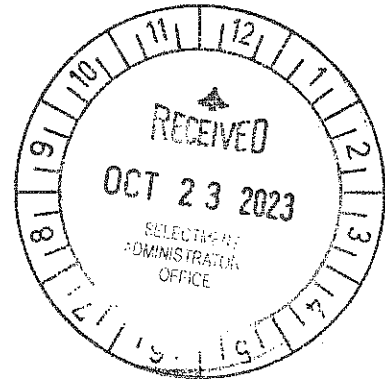
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October 23, 2023

Meggan M. Eldridge, MPH, MCPPO
Assistant Town Administrator
Town of Harwich
732 Main Street
Harwich, Ma 02645



Re: 62 Route 28 West Harwich

Dear Ms. Eldridge,

As a follow up to my letter of September 20, 2023, and following a telephone conversation with Town Counsel, John Giorgio, I have enclosed herewith a bank check in the amount of \$10,000.00 made payable to the Town of Harwich. These funds are to be held in escrow to be released only if/when Davenport Realty Trust records a Deed to the subject property that conveys good, clear, and marketable title to 1.62 acres. The amount represents the full and final reimbursement to the Town for its expenses related to the RFP/Eminent Domain process.

Thank you.

Cordially,

A handwritten signature in black ink, appearing to read "E. James Veara".

E. James Veara, Esquire
Vice President/Chief of Staff
The Davenport Companies