

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, ss:

HOUSING COURT DEPARTMENT
WORCESTER DIVISION
Civil Action No. [REDACTED]

ATTORNEY GENERAL for the
COMMONWEALTH OF MASSACHUSETTS and
the TOWN OF CLINTON,

Petitioners,

v.

THE ESTATE OF [REDACTED] as owner
of the property located at [REDACTED], Clinton,
Massachusetts,

Respondent.

SETTLEMENT AGREEMENT

WHEREAS, the petitioners, Maura Healey in her official capacity as the Attorney General for the Commonwealth of Massachusetts and the Town of Clinton (the "Town" and, with the Commonwealth, "Petitioners") commenced the above-captioned action (the "Receivership Action") seeking enforcement of the State Sanitary Code and for appointment of a receiver pursuant to G.L. c. 111, § 127I for an abandoned residential dwelling located at [REDACTED] Clinton, Massachusetts (the "Property"); and

WHEREAS, the record owner of the Property is the [REDACTED] (the "Estate"); and

WHEREAS, the Worcester Housing Court has appointed [REDACTED],
LLC as the Receiver for the Property.

WHEREAS, The Estate has informed the Petitioners that it has entered into a Purchase and Sale Agreement with a potential buyer for the Property, [REDACTED], as evidenced by the document attached hereto as **Exhibit A**;

WHEREAS, [REDACTED] intends to purchase the Property and make all required repairs;

WHEREAS, [REDACTED] has spoken with the Attorney General's Office and is willing to enter this Agreement for the purposes purchasing the property and making repairs without the work being performed by the appointed Receiver;

IT IS STIPULATED AND AGREED by and between the parties, the receiver, and Mr. Bicalho that:

1. The Receiver shall perform no further work at the Property on or after the date of this Settlement Agreement unless ordered to do so by the Court due to a failure of performance under this Agreement;
2. [REDACTED] and the Estate anticipate closing on the sale of the Property on November 18, [REDACTED] if, due to unforeseen circumstances, the closing date is extended, the Estate agrees to notify the Attorney General's Office with forty-eight (48) hours of the extended date;
3. If the sale does not go forward, the Estate will inform the Court and all parties by a notice filed with the Court;
4. Out of the proceeds from the sale, and no later than three (3) days after the sale of the Property, the Estate shall pay the Receiver \$[REDACTED] for costs it has incurred during this receivership;
5. Out of the proceeds from the sale, and no later than three (3) days after the sale of the Property, the Estate shall pay the Town for all taxes and liens owed on the Property including, but not limited to, property taxes, excise taxes, and/or penalties generated

under G.L. c. 40 § 21D. The Town states that as of October 26, [REDACTED], the total of all outstanding taxes and/or penalties aforementioned in connection with the Property is \$[REDACTED];

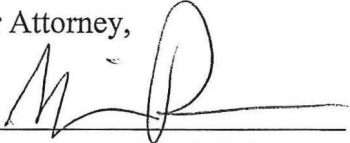
6. Following the sale of the Property and the recordation of a deed transferring ownership of the Property, the Parties shall file a Joint Motion to Amend the Petition in order to remove the Estate as Respondent and substitute [REDACTED] as Respondent;
7. Within seven (7) days after the sale of the Property, [REDACTED] shall remove all overgrowth, trash, rubbish, and debris at the Property and secure the Property;
8. [REDACTED] shall make all repairs necessary to bring the Property into compliance with the Sanitary Code and applicable building and fire safety codes, as provided in, but without limitation to, 105 CMR § 400.750;
9. [REDACTED] or his agent shall submit a complete application required for any and all permits necessary under applicable local, state and federal laws for the repairs to the Property to the Town no later than twenty (20) days from the date of the sale of the Property;
10. All repairs conducted by [REDACTED] at the Property shall be performed by licensed contractors, tradesmen or other professionals;
11. All repairs conducted by [REDACTED] at the Property shall be completed in accordance with the following timeline:
 - a. The Property shall be secured against unlawful entry, made weather-tight, the overgrowth removed, and all trash, rubbish, and debris shall be removed no later than seven (7) days from the date of the sale of the Property;

- b. All remaining work required in order to bring the Property into compliance with the Sanitary Code and applicable building and fire safety codes, as provided in, but without limitation to, 105 CMR § 400.750 shall be completed within six (6) months following the sale of the Property;
12. Should [REDACTED] encounter unforeseen conditions which would cause delay in performance of [REDACTED] obligations under the agreement memorialized in this Settlement Agreement, [REDACTED] may request the Petitioners' written consent to reasonable extension of the deadlines provided in this Settlement Agreement, in order for [REDACTED] to comply with its obligations in this Settlement Agreement, which consent the Petitioners shall not unreasonably withhold or deny. The parties agree that any extension otherwise agreed upon by the Petitioners and [REDACTED] that will result in a completion date that is more than two hundred and seventy (270) days after the sale date will require Court approval;
13. The Property shall be deemed to be in compliance with the State Sanitary Code only upon the Town of Clinton issuing a certificate of occupancy, signed by the Building Commissioner and the Health Agent;
14. Upon satisfaction of the conditions of this Settlement Agreement, the Petitioners agree to file a Notice of Voluntary Dismissal without prejudice of the Receivership Action.

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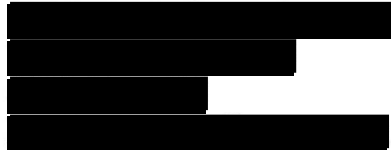
MAURA HEALEY
ATTORNEY GENERAL

By her Attorney,



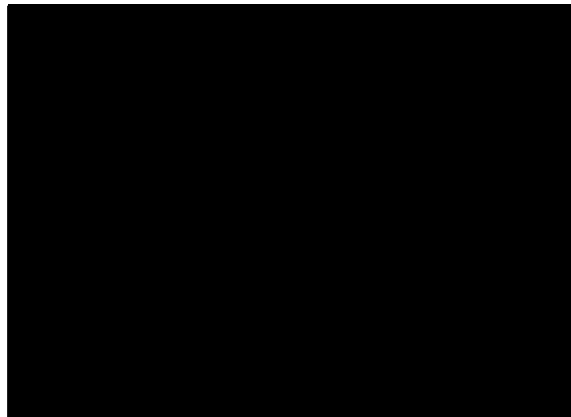
Monica Passeno, BBO # 688402

Assistant Attorney General
Office of the Attorney General
Government Bureau/Trial Division



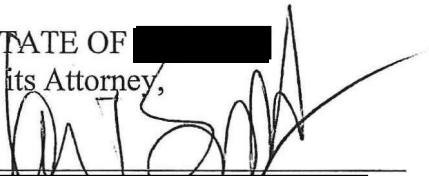
TOWN OF CLINTON

By its Attorney of Record,



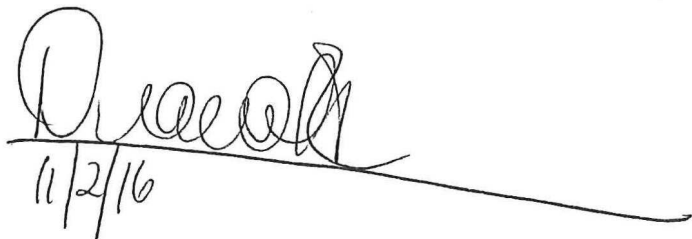
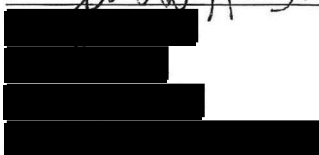
ESTATE OF 

By its Attorney,



 SERVICES, LLC

By its Attorney,


11/2/16

Dated: November 