

PURCHASE AND SALE AGREEMENT

1. PARTIES

AGREEMENT, made this 8TH day of October, 2021, between David W. Hebert, Trustee of the Sconticut Neck Farms Realty Trust of 173 Dogwood Street, Fairhaven, MA 02719, hereinafter called the SELLER, who agrees to sell and Scott Snow OR Scott Snow Construction LLC of PO Box 154, Mattapoisett, MA 02739, hereinafter called the BUYERS, who agree to buy, upon the terms and considerations hereinafter set forth, the following bounded and described premises:

2. DESCRIPTION OF PREMISES

The land with any and all buildings thereon shown in Plan Book 180, Page 9 as, **LOT 2 on Sconticut Neck Road, Fairhaven, MA 02719** as the premises further described in a deed recorded in the Bristol County S.D. Registry of Deeds Book 13381, Page 263.

All structures, and improvements on the land and the fixtures, including, but not limited to: any and all storm windows and doors, screens, screen doors, awnings, shutters, window shades and blinds, curtain rods, furnaces, heaters, heating equipment, oil and gas burners and fixtures, hot water heaters, plumbing and bathroom fixtures, towel racks, built-in dishwashers, garbage disposals and trash compactors, stoves, ranges, chandeliers, electric and other lighting fixtures, burglar and fire alarms systems, mantelpieces, wall to wall carpets, stair carpets, exterior television antennas and satellite dishes, fences, gates, landscaping including trees, shrubs, flowers: and the following built-in components, if any: air conditions, vacuum systems, cabinets, shelves, bookcases and stereo speakers and further appliance to include:

The appliances – stove and washer and dryer

But excluding: The appliances that are in storage in the garage.

3. PURCHASE PRICE

The agreed purchase price for said premises is **THREE HUNDRED SEVENTY THOUSAND (\$370,000.00) Dollars, AND Rollback taxes for 61A Lien**, of which:

\$ 10,000.00 were paid as a deposit with the offer to purchase; and
\$ 360,000.00 is to be paid at the time for performance by certified funds, bank check or Attorney's Iolita Check
\$ 360,000.00
\$ 370,000.00 **TOTAL Plus Rollback Taxes for 61A lien TBD**

4. ESCROW

~~All deposits made hereunder shall be held in a non-interest-bearing escrow by as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time of 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 in writing by the SELLER and BUYER. The escrow agent shall abide by any Court decision concerning to whom the funds shall be paid.~~

UAF

SFS

5. **TIME FOR PERFORMANCE**

The SELLER shall deliver the deed and the BUYER shall pay the balance of the purchase price on or before 3:00pm on or before the **7th day of December 2021, Pateakos & Poulin, P.C. 324 Union Street, New Bedford, MA.** TIME IS OF THE ESSENCE AS TO EACH PROVISION OF THIS AGREEMENT. Unless the deed and other documents required by this Agreement are recorded at the time for performance, all documents and funds are to be held in escrow, pending prompt rundown of the title and recording (or registration in the case of registered land).

6. **TITLE/ PLANS**

The SELLER shall convey the Premises by a good and sufficient quitclaim deed running to the Buyer or to the BUYER'S nominee, conveying good and clear record and marketable title to the premises, free from liens and encumbrances, except:

- a. Real estate taxes assessed on the Premises which are not yet due and payable;
- b. Betterment assessments, if any, which are not a recorded lien on the date of closing;
- c. Federal, state and local laws, ordinances, bylaws, rules and regulations regulating use of land, including building codes, zoning bylaws, health and environmental laws;
- d. Rights and obligations in party walls;
- e. Any easement, restriction or agreement of record presently in force which does not interfere with the reasonable use of the Premises as now used;
- f. Utility easements in the adjoining ways;
- g. Matters that would be disclosed by an accurate survey of the Premises; and
- h. _____

(insert in (h) references to any other easement, restriction, lease or encumbrance which may continue after title is transferred)

If the deed refers to a plan needed to be recorded with it, at the time for performance the SELLER shall deliver the plan with the deed in proper form for recording or registration.

7. **TITLE INSURANCE**

BUYER'S obligations are contingent upon the availability (at normal premium rates) of an owner's title insurance policy insuring BUYER'S title to the premises without exceptions other than the standard exclusions from coverage printed in the current American Land Title Association ("ALTA") policy cover, the standard printed exceptions contained in the ALTA form currently in use for survey matters and real estate taxes (which shall only except real estate taxes not yet due and payable) and those exceptions permitted by paragraph 6 of this agreement.

8. **CLOSING CERTIFICATIONS AND DOCUMENTS**

The SELLER shall execute and deliver simultaneously with the delivery of the deed such certifications and documents as may customarily and reasonably be required by the BUYER'S attorney, BUYER'S lender, BUYER'S lender's attorney or any title insurance company insuring the BUYER'S title to the Premises, including, without limitation, certifications and documents relating to: (a) parties in possession of the premises; (b) the creation of mechanics' or materialmen's liens; (c) the HUD-1 Settlement Statement and other financial affidavits and agreements as may reasonably be required by the lender or lender's attorney; (d) the citizenship and residency of SELLER as required by law; and (1) information required to permit the closing agent to report the transaction to the Internal Revenue Service. At the time of delivery of the deed, the SELLER may use monies from the purchase to clear the title, provided that all documents related thereto are recorded with the deed or within a reasonable time thereafter acceptable to the BUYER and, provided further, that discharges of mortgages from banks, credit

UAT.

SES

unions, insurance companies and other institutional lender may be recorded within a reasonable time after recording of the deed in accordance with usual conveyancing practices. The SELLER'S spouse hereby agrees to release all statutory, common law or other rights or interest in the Premises and to execute the deed, if necessary.

9. POSSESSION AND CONDITION OF PREMISES

At the time for performance the SELLER shall give the BUYER possession of the entire Premises, ~~free of all occupants and tenants and of all personal property~~, except property included in the sale or tenants permitted to remain. At the time for performance the Premises also shall comply with the requirements of paragraph 6, ~~and be broom clean and in the same condition as the Premises were at the time of BUYER'S inspection, reasonable wear and tear excepted~~, with the SELLER to have performed all maintenance customarily undertaken by the SELLER between the date of this Agreement and the time for performance, and there shall be no outstanding notice of violation of any building, zoning, health or environmental law, bylaw, code or regulation, except as agreed. The BUYER shall have the right to enter the Premises within Forty-eight (48) hours prior to the time for performance or such other time as may be agreed and upon reasonable notice to SELLER for the purpose of determining compliance with this paragraph. At the time of recording of the deed, or as otherwise agreed, the SELLER shall deliver to BUYER all keys to the Premises, garage door openers and any security codes. Until delivery of the deed, the SELLER shall maintain fire and extended coverage insurance on the Premises in the same amount as currently insured.

10. EXTENSION OF TIME FOR PERFORMANCE

If the SELLER cannot convey title as required by this Agreement or cannot deliver possession of the Premises as agreed, or if at the time of the delivery of the deed the Premises do not conform with the requirements set forth in this Agreement or the BUYER is unable to obtain title insurance in accordance with paragraph 7, upon written notice given no later than the time for performance from either party to the other, the time for performance shall be automatically extended for thirty (30) days, except that if BUYER'S mortgage commitment expires or the terms will materially and adversely change in fewer than thirty (30) days, the time for performance set forth in paragraph 5 shall be extended to one business day before expiration of the mortgage commitment. SELLER shall use reasonable efforts to make title conform or to deliver possession as agreed, or to make the Premises conform to the requirements of this Agreement. Excluding discharge of mortgages and liens, about which the SELLER has actual knowledge at the time of signing this Agreement, the SELLER shall not be required to incur costs or expenses totaling in excess of one-half (1/2) of one percent of the purchase price to make the title or the Premises conform or to deliver possession as agreed. If at the expiration of the time for performance, or if there has been an extension, at the expiration of the time for performance as extended, the SELLER, despite reasonable efforts, cannot make the title or Premises conform, as agreed, or cannot deliver possession, as agreed, or if during the period of this Agreement or any extension thereof, the SELLER has been unable to use proceeds from an insurance claim, if any, to make the Premises conform, then, at the BUYER'S election, any payments made by the BUYER pursuant to this Agreement shall be immediately returned. Upon return of all such funds, all obligations of the BUYER and SELLER shall terminate and this Agreement shall automatically become void and neither the BUYER and SELLER shall terminate and this Agreement shall automatically become void and neither the BUYER nor SELLER shall have further recourse or remedy against the other.

11. NONCONFORMANCE OF PREMISES

If the Premises do not conform to the requirements of paragraph 9 because they have been damaged by fire or other casualty (occurring after the date of this Agreement) that this covered by insurance, then the BUYER shall have the right to elect whether or not to proceed to accept the Premises and take title. If BUYER elects to proceed BUYER shall have the right to elect to have the SELLER pay or

WMA

SES

assign to the BUYER, at the time for performance, the proceeds recoverable on account of such insurance, less any cost reasonably incurred by the SELLER for any incomplete repairs or restoration. If the SELLER, despite reasonable efforts, has neither been able to restore the Premises to its former condition or to pay or assign to the BUYER the appropriate portion of insurance proceeds, the BUYER shall have the right to elect to have the SELLER give the BUYER a credit toward the purchase price, for the appropriate amount of insurance proceeds recoverable less any costs reasonably incurred by the SELLER for any incomplete restoration.

12. ACCEPTANCE OF DEED

The BUYER shall have the right to accept such title to the Premises as the SELLER can deliver at the time for performance and if extended, shall have such right at the time for performance, as extended. The BUYER shall also have the right to accept the Premises in the then current condition and to pay the purchase price without reduction of price. Upon notice in writing of BUYER'S decision to accept the Premises and title, the SELLER shall convey title and deliver possession. Acceptance of a deed by the BUYER or BUYER'S nominee, if any, shall constitute full performance by the SELLER and shall be deemed to release and discharge the SELLER from every duty and obligation set forth in this Agreement, except any duty or obligation of the SELLER that the SELLER has agreed to perform after the time for performance. Notwithstanding the foregoing, the warranties, if any, made by the SELLER shall survive delivery of the deed.

13. ADJUSTMENT

At the time for performance of this Agreement adjustments shall be made as of the date of performance for current real estate taxes, fuel-value, water rates, sewer use charges, collected rents, uncollected rents (if and when collected by either party), security deposits, prepaid premiums on insurance if assigned. The net total of such adjustments shall be added to or deducted from the purchase price payable by the BUYER at the time of performance. If the real estate tax rate or assessment has not been established at the time for performance, apportionment of real estate taxes shall be made on the basis of the tax for the most recent tax year with either party having the right to request apportionment from the other within twelve months of the date that the amount of the current year's tax is established.

14. ACKNOWLEDGEMENT OF FEE DUE TO BROKER

Per Listing Agreement professional services shall be paid by the SELLER to the "BROKER", at the time for performance. In the event of a conflict between the terms of this Agreement and a prior fee agreement with BROKER, the terms of the prior fee agreement shall control unless BROKER has expressly agreed to a change in writing. The BUYER and SELLER acknowledge receipt of a notice from BROKER, pursuant to 254 of the Code of Massachusetts Regulations Section 3.0 (13), regarding any agency relationship of the BROKER with the BUYER and/or SELLER. The BUYER further represents and warrants that there is no other BROKER with whom the BUYER has dealt in connection with the purchase of the Premises.

15. BROKER WARRANTY

The Broker(s) named herein, _____
warrant that the Broker(s) are duly licensed as such by the Commonwealth of Massachusetts.

16. BUYER'S DEFAULT

If the BUYER or BUYER'S Nominee breaches this Agreement, %50 of the deposit paid or deposited by the BUYER shall be paid to the SELLER as liquidated damages. Receipt of such payment

shall constitute the SELLER'S sole remedy, at law, in equity or otherwise, for BUYER'S default. The BUYER and SELLER agree that in the event of default by the BUYER the amount of damages suffered by the SELLER will not be easy to ascertain with certainty and, therefore, BUYER and SELLER agree that the amount of the BUYER'S deposit represents a reasonable estimate of the damages likely to be suffered.

17. BUYER'S FINANCING

BUYER to apply for a loan in the amount of \$320,000.00. Buyer's obligation to purchase is contingent upon Buyer's ability to qualify for said loan.

18. INSPECTIONS

~~Buyer has had an opportunity to conduct all inspections and accepts the condition of the property as is, subject to any work expressly agreed in writing to be performed at the expense of Seller. Notwithstanding the foregoing, the Buyer has 10 days from the date of this Agreement to complete inspection of the premises by consultant(s) regularly in the business of conducting said inspections, of BUYER'S own choosing, and at BUYER'S sole cost. If the results are not satisfactory to BUYER, in BUYER'S sole discretion, BUYER shall have the right to give written notice received by the SELLER or SELLER'S agent by 5:00 p.m. on the calendar day after the date set forth above, terminating this Agreement. Upon receipt of such notice this Agreement shall be void and all monies deposited by the BUYER shall be returned. Failure to provide timely notice of termination shall constitute a waiver. In the event that BUYER does not exercise the right to have such inspection(s) or to so terminate, the SELLER and the listing broker are such released from claims relating to the condition of the Premises that the BUYER or the BUYER'S consultants could reasonably have discovered.~~

19. LEAD PAINT LAWS

For premises built before 1978 BUYER acknowledges receipt of the "Department of Public Health Property Transfer Notification" regarding the Lead Law, acknowledges verbal notification of the possible presence of lead hazards and the provisions of the Federal and Massachusetts Lead Law and regulations, including the right to inspect for dangerous levels of lead. Occupancy of the premises containing dangerous levels of lead by a child under six years of age is prohibited, subject to exceptions permitted by law. BUYER further acknowledges that neither the SELLER nor any real estate agent has made any representation, express or implied, regarding the absence of lead paint or compliance with any lead law, except as set forth in writing. BUYER assumes full responsibility for compliance with all laws relating to lead paint removal, if required by law, and related matters (in particular, without limitation, Mass. G.L., c. 111 § 197), and BUYER assumes full responsibility for all tests, lead paint removal and other costs of compliance. Pursuant to 40 CMR 745.113(a), the Property Transfer Notification Certification is ATTACHED to this agreement.

20. CERTIFICATION OF APPROVED INSTALLATION

The BUYER shall equip the residential structure on the Premises with approved smoke detectors and Carbon Monoxide Detectors and furnish BUYER with Certificate of Approved Installation from the local Fire Department at the time for performance to the extent required by law as well as any wood stove permit, if any, required by law, regulation or ordinance.

21. WARRANTIES AND REPRESENTATIONS

The SELLER represents and warrants that the Premises is /is not [choose one] served by a septic system or cesspool. [If yes, a copy of the Title V Addendum is attached]. The SELLER further represents that there is/is not has no knowledge of [choose one] underground storage tanks. The SELLER further

DA.

SES

represents and warrants that SELLER has full authority to enter into this Agreement. The buyer is not relying upon any representation, verbal or written, from any real estate broker or licensee concerning legal use. Any reference to the category (single family, multi-family, residential, commercial) or the use of this property in any advertisement or listing sheet, including the number or units, number of rooms or other classification is not a representation concerning legal use or compliance with zoning by-laws, building code, sanitary code or other public or private restrictions by broker. The BUYER understands that if this information is important to BUYER, it is the duty of the BUYER to seek advice from an attorney or written confirmation from the municipality. In addition, the BUYER acknowledges that there are no warranties or representations made by the SELLER or any broker on which BUYER relies in making this Offer, except those previously made in writing and the following:

NONE

22. NOTICES

All notices required or permitted to be made under this Agreement shall be in writing and delivered in hand, sent by certified mail, return receipt requested or sent by United States Postal Service overnight Express Mail or other overnight delivery service, or sent via facsimile or electronic mail addressed to the BUYER or SELLER or their authorized representative at the address set forth in this paragraph. Such notice shall be deemed to have been given upon deliver or, if sent by certified mail on the date of delivery set forth in the receipt or in the absence of a receipt three business days after deposited or, if sent by overnight mail or delivery, the next business day after deposit with the overnight mail or delivery service, whether or not a signature is required. Acceptance of any notice, whether by delivery or mail or facsimile or electronic mail, shall be sufficient if accepted or signed by a person having express or implied authority to receive same. Notice shall also be deemed adequate if given in any other form permitted by law. *(If there are multiple buyers, identify the mailing address of each buyer in paragraph 23.)*

In the case of Buyer:
Scott Snow-Snow Construction
P.O. Box 154
Mattapoisett, MA 02739

In the case of Seller:
David W. Hebert
P.O. Box 428 or 18 Winsegansett Ave
Fairhaven, MA 02719

Attorney for Buyer:
Jenessa E. Gerard-Pateakos
324 Union Street
New Bedford, MA 02740

Attorney for Seller:

23. COUNTERPARTS/ FACSIMILES/ CONSTRUCTION OF AGREEMENT

The Agreement may be executed in counterparts. Signatures transmitted by facsimile shall have the effect of original signatures. This Agreement shall be construed as a Massachusetts contract; is to take effect as a sealed instrument; sets forth the entire agreement between the parties; is binding upon and is intended to benefit the BUYER and SELLER and each of their respective heirs, devisees, executors, successors and assigns; and may be canceled, modified or amended only by written agreement executed by both the SELLER and the BUYER. If two or more persons are named as BUYER their obligations are joint and several. If the SELLER or BUYER is a trust, corporation, limited liability company or entity whose representative executes this Agreement in a representative or fiduciary capacity, only the principal or the trust or estate represented shall be bound, and neither the trustee, officer, shareholder or beneficiary shall be personally liable for any obligation, expressed or implied. The captions and any notes are used only as a matter of convenience and are not to be considered a part of this Agreement and are not to be used in determining the intent of the parties. Any matter or practice which has not been addressed in this Agreement and which is the subject of a Title Standard or Practice Standard of the Massachusetts

DA

SES

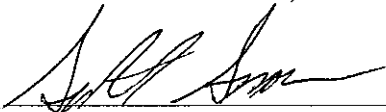
Conveyancers Association at the time for performance shall be governed by the Title Standard or Practice Standard of the Real Estate Bar Association for Massachusetts formerly known as the Massachusetts Conveyancers Association.

24. **ADDITIONAL PROVISIONS:**

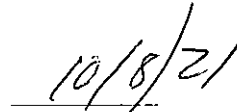
- a. BUYER shall be authorized to enter onto said property for marketing and to make any changes including but not limited to removal of trees, engineering work, excavation, etc. All to be performed at his own expense and liability.
- b. Seller shall cooperate and participate as necessary in any engineering meetings and obtaining necessary documentation and/or authorizing the work to be performed.
- c. BUYER shall have the right to market the property from the execution date of this Purchase & Sale Agreement.
- d. Buyer shall pay at closing any rollback taxes due under the 61A LIEN.
- e. This agreement is subject to the Town's right of first refusal to purchase the subject property. If the town exercises its right to purchase then all deposits shall be fully refunded to the Buyer.
- f. Closing date shall be automatically extended at thirty (30) day intervals until the Town has voted to exercise or forgo its right of first refusal on the subject property.
- g. BUYER is responsible for any required upgrades to meet Title V requirements.

THE BELOW PARTIES CERTIFY THAT THEY HAVE REQUESTED PATEAKOS & POULIN, PC TO PREPARE SAID AGREEMENT. ALL PARTIES UNDERSTAND THAT PATEAKOS & POULIN, PC CANNOT REPRESENT BOTH PARTIES TO THE SAME TRANSACTION AND THEREFORE WAIVE ANY CONFLICT OF INTEREST.

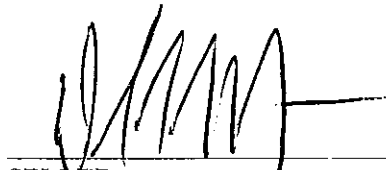
UPON SIGNING, THIS DOCUMENT WILL BECOME A LEGALLY BINDING AGREEMENT. IF NOT UNDERSTOOD, SEE ADVICE FROM AN ATTORNEY.



BUYER
Scott Snow, Manager
Snow Construction, LLC

 10/8/21
DATE

BUYER _____ DATE _____



SELLER:
David W. Hebert, Trustee
Sconticut Neck Farms Realty Trust

 10-8-21
DATE

SELLER _____ DATE _____

PURCHASE AND SALE AGREEMENT

1. PARTIES

AGREEMENT, made this 8th day of October, 2021, between David W. Hebert, Trustee of the Sconticut Neck Farms Realty Trust of 173 Dogwood Street, Fairhaven, MA 02719, hereinafter called the SELLER, who agrees to sell and Scott Snow OR Scott Snow Construction LLC of PO Box 154, Mattapoisett, MA 02739, hereinafter called the BUYERS, who agree to buy, upon the terms and considerations hereinafter set forth, the following bounded and described premises:

2. DESCRIPTION OF PREMISES

The land with any and all buildings thereon shown as, **LOT 1 in Plan Book 180, Page 9 on Sconticut Neck Road, Fairhaven, MA 02719** being a portion of the premises further described in a deed recorded in the Bristol County S.D. Registry of Deeds Book 13381, Page 263.

All structures, and improvements on the land and the fixtures, including, but not limited to: any and all storm windows and doors, screens, screen doors, awnings, shutters, window shades and blinds, curtain rods, furnaces, heaters, heating equipment, oil and gas burners and fixtures, hot water heaters, plumbing and bathroom fixtures, towel racks, built-in dishwashers, garbage disposals and trash compactors, stoves, ranges, chandeliers, electric and other lighting fixtures, burglar and fire alarms systems, mantelpieces, wall to wall carpets, stair carpets, exterior television antennas and satellite dishes, fences, gates, landscaping including trees, shrubs, flowers: and the following built-in components, if any: air conditions, vacuum systems, cabinets, shelves, bookcases and stereo speakers and further appliance to include:

None

But excluding: None

3. PURCHASE PRICE

The agreed purchase price for said premises is ONE HUNDRED FIFTY THOUSAND (\$150,000.00) Dollars, AND Rollback taxes for 61A Lien, of which:

\$ 10,000.00 were paid as a deposit with the offer to purchase; and
\$ TBD Plus the 61A Tax Lien Roll Back taxes; and
\$ 00.00 is to be paid at the time for performance by certified funds, bank check or Attorney's Iolita Check
\$ 140,000.00 to be paid by Promissory Note to Seller
\$ 150,000.00 TOTAL + Rollback taxes for 61A lien TBD

4. ESCROW

~~All deposits made hereunder shall be held in a non-interest-bearing escrow by as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time of 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 in writing by the SELLER and BUYER. The escrow agent shall abide by any Court decision concerning to whom the funds shall be paid.~~

W.A. 821

5. **TIME FOR PERFORMANCE**

The SELLER shall deliver the deed and the BUYER shall pay the balance of the purchase price on or before 3:00pm on or before the **7 day of December 2021, Pateakos & Poulin, P.C. 324 Union Street, New Bedford, MA.** TIME IS OF THE ESSENCE AS TO EACH PROVISION OF THIS AGREEMENT. Unless the deed and other documents required by this Agreement are recorded at the time for performance, all documents and funds are to be held in escrow, pending prompt rundown of the title and recording (or registration in the case of registered land).

6. **TITLE/ PLANS**

The SELLER shall convey the Premises by a good and sufficient quitclaim deed running to the Buyer or to the BUYER'S nominee, conveying good and clear record and marketable title to the premises, free from liens and encumbrances, except:

- a. Real estate taxes assessed on the Premises which are not yet due and payable;
- b. Betterment assessments, if any, which are not a recorded lien on the date of closing;
- c. Federal, state and local laws, ordinances, bylaws, rules and regulations regulating use of land, including building codes, zoning bylaws, health and environmental laws;
- d. Rights and obligations in party walls;
- e. Any easement, restriction or agreement of record presently in force which does not interfere with the reasonable use of the Premises as now used;
- f. Utility easements in the adjoining ways;
- g. Matters that would be disclosed by an accurate survey of the Premises; and
- h. _____

(insert in (h) references to any other easement, restriction, lease or encumbrance which may continue after title is transferred)

If the deed refers to a plan needed to be recorded with it, at the time for performance the SELLER shall deliver the plan with the deed in proper form for recording or registration.

7. **TITLE INSURANCE**

BUYER'S obligations are contingent upon the availability (at normal premium rates) of an owner's title insurance policy insuring BUYER'S title to the premises without exceptions other than the standard exclusions from coverage printed in the current American Land Title Association ("ALTA") policy cover, the standard printed exceptions contained in the ALTA form currently in use for survey matters and real estate taxes (which shall only except real estate taxes not yet due and payable) and those exceptions permitted by paragraph 6 of this agreement.

8. **CLOSING CERTIFICATIONS AND DOCUMENTS**

The SELLER shall execute and deliver simultaneously with the delivery of the deed such certifications and documents as may customarily and reasonably be required by the BUYER'S attorney, BUYER'S lender, BUYER'S lender's attorney or any title insurance company insuring the BUYER'S title to the Premises, including, without limitation, certifications and documents relating to: (a) parties in possession of the premises; (b) the creation of mechanics' or materialmen's liens; (c) the HUD-1 Settlement Statement and other financial affidavits and agreements as may reasonably be required by the lender or lender's attorney; (d) the citizenship and residency of SELLER as required by law; and (1) information required to permit the closing agent to report the transaction to the Internal Revenue Service. At the time of delivery of the deed, the SELLER may use monies from the purchase to clear the title, provided that all documents related thereto are recorded with the deed or within a reasonable time thereafter acceptable to the BUYER and, provided further, that discharges of mortgages from banks, credit

WATSES

unions, insurance companies and other institutional lender may be recorded within a reasonable time after recording of the deed in accordance with usual conveyancing practices. The SELLER'S spouse hereby agrees to release all statutory, common law or other rights or interest in the Premises and to execute the deed, if necessary.

9. POSSESSION AND CONDITION OF PREMISES

At the time for performance the SELLER shall give the BUYER possession of the entire Premises, free of all occupants and tenants and of all personal property, except property included in the sale or tenants permitted to remain. At the time for performance the Premises also shall comply with the requirements of paragraph 6, and be broom clean and in the same condition as the Premises were at the time of BUYER'S inspection, reasonable wear and tear excepted, with the SELLER to have performed all maintenance customarily undertaken by the SELLER between the date of this Agreement and the time for performance, and there shall be no outstanding notice of violation of any building, zoning, health or environmental law, bylaw, code or regulation, except as agreed. The BUYER shall have the right to enter the Premises within Forty-eight (48) hours prior to the time for performance or such other time as may be agreed and upon reasonable notice to SELLER for the purpose of determining compliance with this paragraph. At the time of recording of the deed, or as otherwise agreed, the SELLER shall deliver to BUYER all keys to the Premises, garage door openers and any security codes. Until delivery of the deed, the SELLER shall maintain fire and extended coverage insurance on the Premises in the same amount as currently insured.

10. EXTENSION OF TIME FOR PERFORMANCE

If the SELLER cannot convey title as required by this Agreement or cannot deliver possession of the Premises as agreed, or if at the time of the delivery of the deed the Premises do not conform with the requirements set forth in this Agreement or the BUYER is unable to obtain title insurance in accordance with paragraph 7, upon written notice given no later than the time for performance from either party to the other, the time for performance shall be automatically extended for thirty (30) days, except that if BUYER'S mortgage commitment expires or the terms will materially and adversely change in fewer than thirty (30) days, the time for performance set forth in paragraph 5 shall be extended to one business day before expiration of the mortgage commitment. SELLER shall use reasonable efforts to make title conform or to deliver possession as agreed, or to make the Premises conform to the requirements of this Agreement. Excluding discharge of mortgages and liens, about which the SELLER has actual knowledge at the time of signing this Agreement, the SELLER shall not be required to incur costs or expenses totaling in excess of one-half (1/2) of one percent of the purchase price to make the title or the Premises conform or to deliver possession as agreed. If at the expiration of the time for performance, or if there has been an extension, at the expiration of the time for performance as extended, the SELLER, despite reasonable efforts, cannot make the title or Premises conform, as agreed, or cannot deliver possession, as agreed, or if during the period of this Agreement or any extension thereof, the SELLER has been unable to use proceeds from an insurance claim, if any, to make the Premises conform, then, at the BUYER'S election, any payments made by the BUYER pursuant to this Agreement shall be immediately returned. Upon return of all such funds, all obligations of the BUYER and SELLER shall terminate and this Agreement shall automatically become void and neither the BUYER and SELLER shall terminate and this Agreement shall automatically become void and neither the BUYER nor SELLER shall have further recourse or remedy against the other.

11. NONCONFORMANCE OF PREMISES

If the Premises do not conform to the requirements of paragraph 9 because they have been damaged by fire or other casualty (occurring after the date of this Agreement) that this covered by insurance, then the BUYER shall have the right to elect whether or not to proceed to accept the Premises and take title. If BUYER elects to proceed BUYER shall have the right to elect to have the SELLER pay or

Handwritten signature: V.A. SES

assign to the BUYER, at the time for performance, the proceeds recoverable on account of such insurance, less any cost reasonably incurred by the SELLER for any incomplete repairs or restoration. If the SELLER, despite reasonable efforts, has neither been able to restore the Premises to its former condition or to pay or assign to the BUYER the appropriate portion of insurance proceeds, the BUYER shall have the right to elect to have the SELLER give the BUYER a credit toward the purchase price, for the appropriate amount of insurance proceeds recoverable less any costs reasonably incurred by the SELLER for any incomplete restoration.

12. ACCEPTANCE OF DEED

The BUYER shall have the right to accept such title to the Premises as the SELLER can deliver at the time for performance and if extended, shall have such right at the time for performance, as extended. The BUYER shall also have the right to accept the Premises in the then current condition and to pay the purchase price without reduction of price. Upon notice in writing of BUYER'S decision to accept the Premises and title, the SELLER shall convey title and deliver possession. Acceptance of a deed by the BUYER or BUYER'S nominee, if any, shall constitute full performance by the SELLER and shall be deemed to release and discharge the SELLER from every duty and obligation set forth in this Agreement, except any duty or obligation of the SELLER that the SELLER has agreed to perform after the time for performance. Notwithstanding the foregoing, the warranties, if any, made by the SELLER shall survive delivery of the deed.

13. ADJUSTMENT

At the time for performance of this Agreement adjustments shall be made as of the date of performance for current real estate taxes, fuel value, water rates, sewer use charges, collected rents, uncollected rents (if and when collected by either party), security deposits, prepaid premiums on insurance if assigned. The net total of such adjustments shall be added to or deducted from the purchase price payable by the BUYER at the time of performance. If the real estate tax rate or assessment has not been established at the time for performance, apportionment of real estate taxes shall be made on the basis of the tax for the most recent tax year with either party having the right to request apportionment from the other within twelve months of the date that the amount of the current year's tax is established.

14. ACKNOWLEDGEMENT OF FEE DUE TO BROKER

Per Listing Agreement professional services shall be paid by the SELLER to the "BROKER", at the time for performance. In the event of a conflict between the terms of this Agreement and a prior fee agreement with BROKER, the terms of the prior fee agreement shall control unless BROKER has expressly agreed to a change in writing. The BUYER and SELLER acknowledge receipt of a notice from BROKER, pursuant to 254 of the Code of Massachusetts Regulations Section 3.0 (13), regarding any agency relationship of the BROKER with the BUYER and/or SELLER. The BUYER further represents and warrants that there is no other BROKER with whom the BUYER has dealt in connection with the purchase of the Premises.

15. BROKER WARRANTY

The Broker(s) named herein, _____
warrant that the Broker(s) are duly licensed as such by the Commonwealth of Massachusetts.

16. BUYER'S DEFAULT

If the BUYER or BUYER'S Nominee breaches this Agreement, %50 of the deposit paid or deposited by the BUYER shall be paid to the SELLER as liquidated damages. Receipt of such payment

DAI SES

shall constitute the SELLER'S sole remedy, at law, in equity or otherwise, for BUYER'S default. The BUYER and SELLER agree that in the event of default by the BUYER the amount of damages suffered by the SELLER will not be easy to ascertain with certainty and, therefore, BUYER and SELLER agree that the amount of the BUYER'S deposit represents a reasonable estimate of the damages likely to be suffered.

17. BUYER'S FINANCING

BUYER to apply for a loan in the amount of \$150,000.00. Buyer's obligation to purchase is contingent upon Buy's ability to qualify for said loan.

18. INSPECTIONS

~~Buyer has had an opportunity to conduct all inspections and accepts the condition of the property as is, subject to any work expressly agreed in writing to be performed at the expense of Seller. Notwithstanding the foregoing, the Buyer has 10 days from the date of this Agreement to complete inspection of the premises by consultant(s) regularly in the business of conducting said inspections, of BUYER'S own choosing, and at BUYER'S sole cost. If the results are not satisfactory to BUYER, in BUYER'S sole discretion, BUYER shall have the right to give written notice received by the SELLER or SELLER'S agent by 5:00 p.m. on the calendar day after the date set forth above, terminating this Agreement. Upon receipt of such notice this Agreement shall be void and all monies deposited by the BUYER shall be returned. Failure to provide timely notice of termination shall constitute a waiver. In the event that BUYER does not exercise the right to have such inspection(s) or to so terminate, the SELLER and the listing broker are such released from claims relating to the condition of the Premises that the BUYER or the BUYER'S consultants could reasonably have discovered.~~

19. LEAD PAINT LAWS

For premises built before 1978 BUYER acknowledges receipt of the "Department of Public Health Property Transfer Notification" regarding the Lead Law, acknowledges verbal notification of the possible presence of lead hazards and the provisions of the Federal and Massachusetts Lead Law and regulations, including the right to inspect for dangerous levels of lead. Occupancy of the premises containing dangerous levels of lead by a child under six years of age is prohibited, subject to exceptions permitted by law. BUYER further acknowledges that neither the SELLER nor any real estate agent has made any representation, express or implied, regarding the absence of lead paint or compliance with any lead law, except as set forth in writing. BUYER assumes full responsibility for compliance with all laws relating to lead pain removal, if required by law, and related matters (in particular, without limitation, Mass. G.L., c. 111 § 197), and BUYER assumes full responsibility for all tests, lead paint removal and other costs of compliance. Pursuant to 40 CMR 745.113(a), the Property Transfer Notification Certification is ATTACHED to this agreement.

20. CERTIFICATION OF APPROVED INSTALLATION

The BUYER shall equip the residential structure on the Premises with approved smoke detectors and Carbon Monoxide Detectors and furnish BUYER with Certificate of Approved Installation from the local Fire Department at the time for performance to the extent required by law as well as any wood stove permit, if any, required by law, regulation or ordinance.

21. WARRANTIES AND REPRESENTATIONS

The SELLER represents and warrants that the Premises is /is not [choose one] served by a septic system or cesspool. [If yes, a copy of the Title V Addendum is attached]. The SELLER further represents that there is/ is not / has no knowledge of [choose one] underground storage tank. The SELLER further

WAS SES

represents and warrants that SELLER has full authority to enter into this Agreement. The buyer is not relying upon any representation, verbal or written, from any real estate broker or licensee concerning legal use. Any reference to the category (single family, multi-family, residential, commercial) or the use of this property in any advertisement or listing sheet, including the number or units, number of rooms or other classification is not a representation concerning legal use or compliance with zoning by-laws, building code, sanitary code or other public or private restrictions by broker. The BUYER understands that if this information is important to BUYER, it is the duty of the BUYER to seek advice from an attorney or written confirmation from the municipality. In addition, the BUYER acknowledges that there are no warranties or representations made by the SELLER or any broker on which BUYER relies in making this Offer, except those previously made in writing and the following:

NONE

22. NOTICES

All notices required or permitted to be made under this Agreement shall be in writing and delivered in hand, sent by certified mail, return receipt requested or sent by United States Postal Service overnight Express Mail or other overnight delivery service, or sent via facsimile or electronic mail addressed to the BUYER or SELLER or their authorized representative at the address set forth in this paragraph. Such notice shall be deemed to have been given upon deliver or, if sent by certified mail on the date of delivery set forth in the receipt or in the absence of a receipt three business days after deposited or, if sent by overnight mail or delivery, the next business day after deposit with the overnight mail or delivery service, whether or not a signature is required. Acceptance of any notice, whether by delivery or mail or facsimile or electronic mail, shall be sufficient if accepted or signed by a person having express or implied authority to receive same. Notice shall also be deemed adequate if given in any other form permitted by law. *(If there are multiple buyers, identify the mailing address of each buyer in paragraph 23.)*

In the case of Buyer:

Scott Snow-Snow Construction
P.O. Box 154
Mattapoisett, MA 02739

Attorney for Buyer:

Jenessa E. Gerard-Pateakos
324 Union Street
New Bedford, MA 02740

In the case of Seller:

David W. Hebert
P.O. Box 428 or 18 Winsegansett Ave
Fairhaven, MA 02719

Attorney for Seller:

23. COUNTERPARTS/ FACSIMILES/ CONSTRUCTION OF AGREEMENT

The Agreement may be executed in counterparts. Signatures transmitted by facsimile shall have the effect of original signatures. This Agreement shall be construed as a Massachusetts contract; is to take effect as a sealed instrument; sets forth the entire agreement between the parties; is binding upon and is intended to benefit the BUYER and SELLER and each of their respective heirs, devisees, executors, successors and assigns; and may be canceled, modified or amended only by written agreement executed by both the SELLER and the BUYER. If two or more persons are named as BUYER their obligations are joint and several. If the SELLER or BUYER is a trust, corporation, limited liability company or entity whose representative executes this Agreement in a representative or fiduciary capacity, only the principal or the trust or estate represented shall be bound, and neither the trustee, officer, shareholder or beneficiary shall be personally liable for any obligation, expressed or implied. The captions and any notes are used only as a matter of convenience and are not to be considered a part of this Agreement and are not to be used in determining the intent of the parties. Any matter or practice which has not been addressed in this

WAM SEC

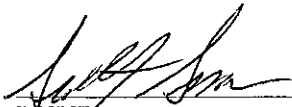
Agreement and which is the subject of a Title Standard or Practice Standard of the Massachusetts Conveyancers Association at the time for performance shall be governed by the Title Standard or Practice Standard of the Real Estate Bar Association for Massachusetts formerly known as the Massachusetts Conveyancers Association.

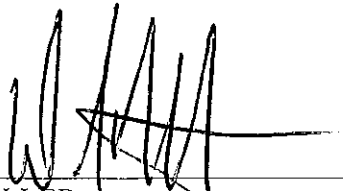
24. **ADDITIONAL PROVISIONS:**

- a. BUYER shall be authorized to enter onto said property for marketing and to make any changes including but not limited to removal of trees, engineering work, excavation, etc. All to be performed at his own expense and liability.
- b. Seller shall cooperate and participate as necessary in any engineering meetings and obtaining necessary documentation and/or authorizing the work to be performed.
- c. BUYER shall have the right to market the property from the execution date of this Purchase & Sale Agreement.
- d. Buyer shall pay at closing any rollback taxes due under the 61A LIEN.
- e. This agreement is subject to the Town's right of first refusal to purchase the subject property. If the town exercises its right to purchase then all deposits shall be fully refunded to the Buyer.
- f. Closing date shall be automatically extended at thirty (30) day intervals until the Town has voted to exercise or forgo its right of first refusal on the subject property.

THE BELOW PARTIES CERTIFY THAT THEY HAVE REQUESTED PATEAKOS & POULIN, PC TO PREPARE SAID AGREEMENT. ALL PARTIES UNDERSTAND THAT PATEAKOS & POULIN, PC CANNOT REPRESENT BOTH PARTIES TO THE SAME TRANSACTION AND THEREFORE WAIVE ANY CONFLICT OF INTEREST.

UPON SIGNING, THIS DOCUMENT WILL BECOME A LEGALLY BINDING AGREEMENT. IF NOT UNDERSTOOD, SEE ADVICE FROM AN ATTORNEY.

	<u>10/8/21</u>	_____	_____
BUYER	DATE	BUYER	DATE
Scott Snow, Manager Snow Construction, LLC			

	<u>10-8-21</u>	_____	_____
SELLER:	DATE	SELLER	DATE
David W. Hebert, Trustee Sconticut Neck Farms Realty Trust			

PURCHASE AND SALE AGREEMENT

1. PARTIES

AGREEMENT, made this 8th day of October, 2021, between David W. Hebert, Trustee of the Sconticut Neck Farms Realty Trust of 173 Dogwood Street, Fairhaven, MA 02719, hereinafter called the SELLER, who agrees to sell and Scott Snow OR Scott Snow Construction LLC of PO Box 154, Mattapoisett, MA 02739, hereinafter called the BUYERS, who agree to buy, upon the terms and considerations hereinafter set forth, the following bounded and described premises:

2. DESCRIPTION OF PREMISES

The land with any and all buildings thereon shown in **Plan Book 180, Page 9 as LOT 4 Sconticut Neck Road, Fairhaven, MA 02719** as the premises further described in a deed recorded in the Bristol County S.D. Registry of Deeds Book 13381, Page 263.

All structures, and improvements on the land and the fixtures, including, but not limited to: any and all storm windows and doors, screens, screen doors, awnings, shutters, window shades and blinds, curtain rods, furnaces, heaters, heating equipment, oil and gas burners and fixtures, hot water heaters, plumbing and bathroom fixtures, towel racks, built-in dishwashers, garbage disposals and trash compactors, stoves, ranges, chandeliers, electric and other lighting fixtures, burglar and fire alarms systems, mantelpieces, wall to wall carpets, stair carpets, exterior television antennas and satellite dishes, fences, gates, landscaping including trees, shrubs, flowers: and the following built-in components, if any: air conditions, vacuum systems, cabinets, shelves, bookcases and stereo speakers and further appliance to include:

But excluding: _____

3. PURCHASE PRICE

The agreed purchase price for said premises is ONE HUNDRED EIGHTY THOUSAND (\$180,000.00) Dollars, AND Rollback Taxes for 61A Lien, of which:

\$ 10,000.00 were paid as a deposit with the offer to purchase; and
\$ TBD the 61A Tax Lien Roll Back; and
\$ 00.00 is to be paid at the time for performance by certified funds, bank check or Attorney's Iolita Check
\$ 170,000.00 to be paid by Promissory Note to Seller
\$ 180,000.00 TOTAL + Rollback taxes 61A lien TBD

4. ESCROW

~~All deposits made hereunder shall be held in a non-interest-bearing escrow by as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time of 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 in writing by the SELLER and BUYER. The escrow agent shall abide by any Court decision concerning to whom the funds shall be paid.~~

UAI. SES

5. **TIME FOR PERFORMANCE**

The SELLER shall deliver the deed and the BUYER shall pay the balance of the purchase price on or before 3:00 pm on or before the **7th day of December 2021, Pateakos & Poulin, P.C. 324 Union Street, New Bedford, MA.** TIME IS OF THE ESSENCE AS TO EACH PROVISION OF THIS AGREEMENT. Unless the deed and other documents required by this Agreement are recorded at the time for performance, all documents and funds are to be held in escrow, pending prompt rundown of the title and recording (or registration in the case of registered land).

6. **TITLE/ PLANS**

The SELLER shall convey the Premises by a good and sufficient quitclaim deed running to the Buyer or to the BUYER'S nominee, conveying good and clear record and marketable title to the premises, free from liens and encumbrances, except:

- a. Real estate taxes assessed on the Premises which are not yet due and payable;
- b. Betterment assessments, if any, which are not a recorded lien on the date of closing;
- c. Federal, state and local laws, ordinances, bylaws, rules and regulations regulating use of land, including building codes, zoning bylaws, health and environmental laws;
- d. Rights and obligations in party walls;
- e. Any easement, restriction or agreement of record presently in force which does not interfere with the reasonable use of the Premises as now used;
- f. Utility easements in the adjoining ways;
- g. Matters that would be disclosed by an accurate survey of the Premises; and
- h. _____

(insert in (h) references to any other easement, restriction, lease or encumbrance which may continue after title is transferred)

If the deed refers to a plan needed to be recorded with it, at the time for performance the SELLER shall deliver the plan with the deed in proper form for recording or registration.

7. **TITLE INSURANCE**

BUYER'S obligations are contingent upon the availability (at normal premium rates) of an owner's title insurance policy insuring BUYER'S title to the premises without exceptions other than the standard exclusions from coverage printed in the current American Land Title Association ("ALTA") policy cover, the standard printed exceptions contained in the ALTA form currently in use for survey matters and real estate taxes (which shall only except real estate taxes not yet due and payable) and those exceptions permitted by paragraph 6 of this agreement.

8. **CLOSING CERTIFICATIONS AND DOCUMENTS**

The SELLER shall execute and deliver simultaneously with the delivery of the deed such certifications and documents as may customarily and reasonably be required by the BUYER'S attorney, BUYER'S lender, BUYER'S lender's attorney or any title insurance company insuring the BUYER'S title to the Premises, including, without limitation, certifications and documents relating to: (a) parties in possession of the premises; (b) the creation of mechanics' or materialmen's liens; (c) the HUD-1 Settlement Statement and other financial affidavits and agreements as may reasonably be required by the lender or lender's attorney; (d) the citizenship and residency of SELLER as required by law; and (1) information required to permit the closing agent to report the transaction to the Internal Revenue Service. At the time of delivery of the deed, the SELLER may use monies from the purchase to clear the title, provided that all documents related thereto are recorded with the deed or within a reasonable time

04.1. SEB

thereafter acceptable to the BUYER and, provided further, that discharges of mortgages from banks, credit unions, insurance companies and other institutional lender may be recorded within a reasonable time after recording of the deed in accordance with usual conveyancing practices. The SELLER'S spouse hereby agrees to release all statutory, common law or other rights or interest in the Premises and to execute the deed, if necessary.

9. POSSESSION AND CONDITION OF PREMISES

At the time for performance the SELLER shall give the BUYER possession of the entire Premises, free of all occupants and tenants and of all personal property, except property included in the sale or tenants permitted to remain. At the time for performance the Premises also shall comply with the requirements of paragraph 6, and be broom clean and in the same condition as the Premises were at the time of BUYER's inspection, reasonable wear and tear excepted, with the SELLER to have performed all maintenance customarily undertaken by the SELLER between the date of this Agreement and the time for performance, and there shall be no outstanding notice of violation of any building, zoning, health or environmental law, bylaw, code or regulation, except as agreed. The BUYER shall have the right to enter the Premises within Forty-eight (48) hours prior to the time for performance or such other time as may be agreed and upon reasonable notice to SELLER for the purpose of determining compliance with this paragraph. At the time of recording of the deed, or as otherwise agreed, the SELLER shall deliver to BUYER all keys to the Premises, garage door openers and any security codes. Until delivery of the deed, the SELLER shall maintain fire and extended coverage insurance on the Premises in the same amount as currently insured.

10. EXTENSION OF TIME FOR PERFORMANCE

If the SELLER cannot convey title as required by this Agreement or cannot deliver possession of the Premises as agreed, or if at the time of the delivery of the deed the Premises do not conform with the requirements set forth in this Agreement or the BUYER is unable to obtain title insurance in accordance with paragraph 7, upon written notice given no later than the time for performance from either party to the other, the time for performance shall be automatically extended for thirty (30) days, except that if BUYER'S mortgage commitment expires or the terms will materially and adversely change in fewer than thirty (30) days, the time for performance set forth in paragraph 5 shall be extended to one business day before expiration of the mortgage commitment. SELLER shall use reasonable efforts to make title conform or to deliver possession as agreed, or to make the Premises conform to the requirements of this Agreement. Excluding discharge of mortgages and liens, about which the SELLER has actual knowledge at the time of signing this Agreement, the SELLER shall not be required to incur costs or expenses totaling in excess of one-half (1/2) of one percent of the purchase price to make the title or the Premises conform or to deliver possession as agreed. If at the expiration of the time for performance, or if there has been an extension, at the expiration of the time for performance as extended, the SELLER, despite reasonable efforts, cannot make the title or Premises conform, as agreed, or cannot deliver possession, as agreed, or if during the period of this Agreement or any extension thereof, the SELLER has been unable to use proceeds from an insurance claim, if any, to make the Premises conform, then, at the BUYER'S election, any payments made by the BUYER pursuant to this Agreement shall be immediately returned. Upon return of all such funds, all obligations of the BUYER and SELLER shall terminate and this Agreement shall automatically become void and neither the BUYER and SELLER shall terminate and this Agreement shall automatically become void and neither the BUYER nor SELLER shall have further recourse or remedy against the other.

11. NONCONFORMANCE OF PREMISES

If the Premises do not conform to the requirements of paragraph 9 because they have been damaged by fire or other casualty (occurring after the date of this Agreement) that this covered by

W.A. SES

insurance, then the BUYER shall have the right to elect whether or not to proceed to accept the Premises and take title. If BUYER elects to proceed BUYER shall have the right to elect to have the SELLER pay or assign to the BUYER, at the time for performance, the proceeds recoverable on account of such insurance, less any cost reasonably incurred by the SELLER for any incomplete repairs or restoration. If the SELLER, despite reasonable efforts, has neither been able to restore the Premises to its former condition or to pay or assign to the BUYER the appropriate portion of insurance proceeds, the BUYER shall have the right to elect to have the SELLER give the BUYER a credit toward the purchase price, for the appropriate amount of insurance proceeds recoverable less any costs reasonably incurred by the SELLER for any incomplete restoration.

12. ACCEPTANCE OF DEED

The BUYER shall have the right to accept such title to the Premises as the SELLER can deliver at the time for performance and if extended, shall have such right at the time for performance, as extended. The BUYER shall also have the right to accept the Premises in the then current condition and to pay the purchase price without reduction of price. Upon notice in writing of BUYER'S decision to accept the Premises and title, the SELLER shall convey title and deliver possession. Acceptance of a deed by the BUYER or BUYER'S nominee, if any, shall constitute full performance by the SELLER and shall be deemed to release and discharge the SELLER from every duty and obligation set forth in this Agreement, except any duty or obligation of the SELLER that the SELLER has agreed to perform after the time for performance. Notwithstanding the foregoing, the warranties, if any, made by the SELLER shall survive delivery of the deed.

13. ADJUSTMENT

At the time for performance of this Agreement adjustments shall be made as of the date of performance for current real estate taxes, fuel value, water rates, sewer use charges, collected rents, uncollected rents (if an when collected by either party), security deposits, prepaid premiums on insurance if assigned. The net total of such adjustments shall be added to or deducted from the purchase price payable by the BUYER at the time of performance. If the real estate tax rate or assessment has not been established at the time for performance, apportionment of real estate taxes shall be made on the basis of the tax for the most recent tax year with either party having the right to request apportionment from the other within twelve months of the date that the amount of the current year's tax is established.

14. ACKNOWLEDGEMENT OF FEE DUE TO BROKER

Per Listing Agreement professional services shall be paid by the SELLER to the "BROKER", at the time for performance. In the event of a conflict between the terms of this Agreement and a prior fee agreement with BROKER, the terms of the prior fee agreement shall control unless BROKER has expressly agreed to a change in writing. The BUYER and SELLER acknowledge receipt of a notice from BROKER, pursuant to 254 of the Code of Massachusetts Regulations Section 3.0 (13), regarding any agency relationship of the BROKER with the BUYER and/or SELLER. The BUYER further represents and warrants that there is no other BROKER with whom the BUYER has dealt in connection with the purchase of the Premises.

15. BROKER WARRANTY

The Broker(s) named herein, _____
warrant that the Broker(s) are duly licensed as such by the Commonwealth of Massachusetts.

16. BUYER'S DEFAULT

041. SES

If the BUYER or BUYER'S Nominee breaches this Agreement, %50 of the deposit paid or deposited by the BUYER shall be paid to the SELLER as liquidated damages. Receipt of such payment shall constitute the SELLER'S sole remedy, at law, in equity or otherwise, for BUYER'S default. The BUYER and SELLER agree that in the event of default by the BUYER the amount of damages suffered by the SELLER will not be easy to ascertain with certainty and, therefore, BUYER and SELLER agree that the amount of the BUYER'S deposit represents a reasonable estimate of the damages likely to be suffered.

17. BUYER'S FINANCING

BUYER to apply for a loan in the amount of \$180,000.00. Buyers obligation to purchase is contingent upon Buy's ability to qualify for said loan.

18. INSPECTIONS

~~Buyer has had an opportunity to conduct all inspections and accepts the condition of the property as is, subject to any work expressly agreed in writing to be performed at the expense of Seller. Notwithstanding the foregoing, the Buyer has 10 days from the date of this Agreement to complete inspection of the premises by consultant(s) regularly in the business of conducting said inspections, of BUYER'S own choosing, and at BUYER'S sole cost. If the results are not satisfactory to BUYER, in BUYER'S sole discretion, BUYER shall have the right to give written notice received by the SELLER or SELLER'S agent by 5:00 p.m. on the calendar day after the date set forth above, terminating this Agreement. Upon receipt of such notice this Agreement shall be void and all monies deposited by the BUYER shall be returned. Failure to provide timely notice of termination shall constitute a waiver. In the event that BUYER does not exercise the right to have such inspection(s) or to so terminate, the SELLER and the listing broker are such released from claims relating to the condition of the Premises that the BUYER or the BUYER'S consultants could reasonably have discovered.~~

19. LEAD PAINT LAWS

For premises built before 1978 BUYER acknowledges receipt of the "Department of Public Health Property Transfer Notification" regarding the Lead Law, acknowledges verbal notification of the possible presence of lead hazards and the provisions of the Federal and Massachusetts Lead Law and regulations, including the right to inspect for dangerous levels of lead. Occupancy of the premises containing dangerous levels of lead by a child under six years of age is prohibited, subject to exceptions permitted by law. BUYER further acknowledges that neither the SELLER nor any real estate agent has made any representation, express or implied, regarding the absence of lead paint or compliance with any lead law, except as set forth in writing. BUYER assumes full responsibility for compliance with all laws relating to lead pain removal, if required by law, and related matters (in particular, without limitation, Mass. G.L., c. 111 § 197), and BUYER assumes full responsibility for all tests, lead paint removal and other costs of compliance. Pursuant to 40 CMR 745.113(a), the Property Transfer Notification Certification is ATTACHED to this agreement.

20. CERTIFICATION OF APPROVED INSTALLATION

The BUYER shall equip the residential structure on the Premises with approved smoke detectors and Carbon Monoxide Detectors and furnish BUYER with Certificate of Approved Installation from the local Fire Department at the time for performance to the extent required by law as well as any wood stove permit, if any, required by law, regulation or ordinance.

21. WARRANTIES AND REPRESENTATIONS

The SELLER represents and warrants that the Premises is /is not [choose one] served by a septic

WAL. SES

system or cesspool. [If yes, a copy of the Title V Addendum is attached]. The SELLER further represents that there is/ is not / has no knowledge of [choose one] underground storage tank. The SELLER further represents and warrants that SELLER has full authority to enter into this Agreement. The buyer is not relying upon any representation, verbal or written, from any real estate broker or licensee concerning legal use. Any reference to the category (single family, multi-family, residential, commercial) or the use of this property in any advertisement or listing sheet, including the number or units, number of rooms or other classification is not a representation concerning legal use or compliance with zoning by-laws, building code, sanitary code or other public or private restrictions by broker. The BUYER understands that if this information is important to BUYER, it is the duty of the BUYER to seek advice from an attorney or written confirmation from the municipality. In addition, the BUYER acknowledges that there are no warranties or representations made by the SELLER or any broker on which BUYER relies in making this Offer, except those previously made in writing and the following:

NONE

22. NOTICES

All notices required or permitted to be made under this Agreement shall be in writing and delivered in hand, sent by certified mail, return receipt requested or sent by United States Postal Service overnight Express Mail or other overnight delivery service, or sent via facsimile or electronic mail addressed to the BUYER or SELLER or their authorized representative at the address set forth in this paragraph. Such notice shall be deemed to have been given upon deliver or, if sent by certified mail on the date of delivery set forth in the receipt or in the absence of a receipt three business days after deposited or, if sent by overnight mail or delivery, the next business day after deposit with the overnight mail or delivery service, whether or not a signature is required. Acceptance of any notice, whether by delivery or mail or facsimile or electronic mail, shall be sufficient if accepted or signed by a person having express or implied authority to receive same. Notice shall also be deemed adequate if given in any other form permitted by law. *(If there are multiple buyers, identify the mailing address of each buyer in paragraph 23.)*

In the case of Buyer:
Scott Snow-Snow Construction
P.O. Box 154
Mattapoisett, MA 02739

Attorney for Buyer:
Jenessa E. Gerard-Pateakos
324 Union Street
New Bedford, MA 02740

In the case of Seller:
David W. Hebert
P.O. Box 428 or 18 Winsegansett Ave
Fairhaven, MA 02719

Attorney for Seller:

23. COUNTERPARTS/ FACSIMILES/ CONSTRUCTION OF AGREEMENT

The Agreement may be executed in counterparts. Signatures transmitted by facsimile shall have the effect of original signatures. This Agreement shall be construed as a Massachusetts contract; is to take effect as a sealed instrument; sets forth the entire agreement between the parties; is binding upon and is intended to benefit the BUYER and SELLER and each of their respective heirs, devisees, executors, successors and assigns; and may be canceled, modified or amended only by written agreement executed by both the SELLER and the BUYER. If two or more persons are named as BUYER their obligations are joint and several. If the SELLER or BUYER is a trust, corporation, limited liability company or entity whose representative executes this Agreement in a representative or fiduciary capacity, only the principal or the trust or estate represented shall be bound, and neither the trustee, officer, shareholder or beneficiary shall be personally liable for any obligation, expressed or implied. The captions and any notes are used

DAW. SEC

only as a matter of convenience and are not to be considered a part of this Agreement and are not to be used in determining the intent of the parties. Any matter or practice which has not been addressed in this Agreement and which is the subject of a Title Standard or Practice Standard of the Massachusetts Conveyancers Association at the time for performance shall be governed by the Title Standard or Practice Standard of the Real Estate Bar Association for Massachusetts formerly known as the Massachusetts Conveyancers Association.

24. **ADDITIONAL PROVISIONS:**

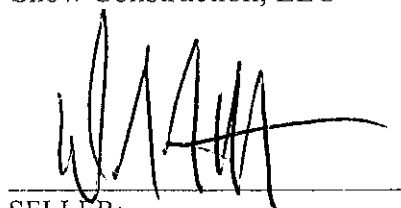
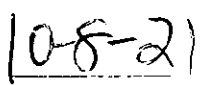
- a. BUYER shall be authorized to enter onto said property for marketing and to make any changes including but not limited to removal of trees, engineering work, excavation, etc. All to be performed at his own expense and liability.
- b. Seller shall cooperate and participate as necessary in any engineering meetings and obtaining necessary documentation and/or authorizing the work to be performed.
- c. BUYER shall have the right to market the property from the execution date of this Purchase & Sale Agreement.
- d. Buyer shall pay at closing any rollback taxes due under the 61A LIEN.
- e. This agreement is subject to the Town's right of first refusal to purchase the subject property. If the town exercises its right to purchase then all deposits shall be fully refunded to the Buyer.
- f. Closing date shall be automatically extended at thirty (30) day intervals until the Town has voted to exercise or forgo its right of first refusal on the subject property.

THE BELOW PARTIES CERTIFY THAT THEY HAVE REQUESTED PATEAKOS & POULIN, PC TO PREPARE SAID AGREEMENT. ALL PARTIES UNDERSTAND THAT PATEAKOS & POULIN, PC CANNOT REPRESENT BOTH PARTIES TO THE SAME TRANSACTION AND THEREFORE WAIVE ANY CONFLICT OF INTEREST.

UPON SIGNING, THIS DOCUMENT WILL BECOME A LEGALLY BINDING AGREEMENT. IF NOT UNDERSTOOD, SEE ADVICE FROM AN ATTORNEY.

		_____	_____
BUYER	DATE	BUYER	DATE

Scott Snow, Manager
Snow Construction, LLC

		_____	_____
SELLER:	DATE	SELLER	DATE

David W. Hebert, Trustee
Sconticut Neck Farms Realty Trust