3/18 (4)

TOWN OF ACTON
472 Main Street
Acton, Massachusetts 01720
Telephone (978) 929-6630
Fax (978) 929-6340
planning@acton-ma.gov

Planning Department

INTERDEPARTMENTAL COMMUNICATION

To: ***Town Manager's Office*** ***Date:*** ***March 6, 2013***

From: ***Kim Gorman, Secretary for Planning***

Subject: ***O'Neal Family Trust***

The Planning Department had received information from the O'Neal Family Trust regarding the intent to sell 7 Sarah Indian Lane, Littleton, MA 01460. It is a regulatory procedure for the landowners to file Chapter 61B land sales with the Town for the right of first refusal.

The Planning Board had discussed this matter at their meeting of Tuesday, March 5, 2013. The Planning Board has voted to take no action on the O'Neal property.

Please bring this matter to the Board of Selectmen for review.

Thank you.

Christine Joyce

From: Brian McMullen
Sent: Monday, March 11, 2013 7:53 PM
To: kristinhilberg@kw.com
Cc: Christine Joyce
Subject: Re: O'Neal property

Ok. Thanks Kristin... I get you the figure.

Sent from my iPad

On Mar 11, 2013, at 7:31 PM, "kristinhilberg@kw.com" <kristinhilberg@kw.com> wrote:

Hi!

I checked with the buyers and they aren't planning on keeping the land in chapter. Please go ahead and calculate the roll back taxes. The O'Neals understand they'll be responsible for them.

Thanks, Brian,

Kristin
Sent from my Verizon Wireless BlackBerry

From: Brian McMullen <bmcmullen@acton-ma.gov>
Date: Mon, 11 Mar 2013 17:12:23 -0400
To: 'Kristin Hilberg'<kristinhilberg@kw.com>
Cc: Christine Joyce<cjoyce@acton-ma.gov>
Subject: O'Neal property

Hi Kristin,

Is the potential new owner planning on keeping the property under Chapter 61B recreation? Or are they planning on paying the roll-back tax?

Please let me know as soon as you know.

Thanks
Brian

Christine Joyce

From: Brian McMullen
Sent: Monday, March 11, 2013 4:57 PM
To: Christine Joyce
Cc: Steve Ledoux
Subject: RE: O'Neal Property

Chris,

I do not see this property as any benefit to the town. I have done a rough calculation on the roll-back tax which equals about $3,400.

Brian McMullen
Assessor
978-929-6621

From: Christine Joyce
Sent: Monday, March 11, 2013 4:22 PM
To: Brian McMullen
Cc: Steve Ledoux
Subject: O'Neal Property

The Planning And Conservation and Open Space Committee have weighed in and there is no intent to hold or want the land.

Can I please have your written comments by this week, as we have a meeting on March 18th I would like to clear my desk of this issue and have done with it. Thanks Remember, we have two meetings back to back so it is critical you get me the comments of Assessors for this coming up agenda that I have to prepare for Thursday so that Ms Hilberg can sell this land in Acton that is under agreement of a P&S.

Is there any paper work that needs to be created an/or signed by BOS to facilitate the release?

March 11, 2013

MEMO

With regard to the O'Neal Family Trust and the 3.96 acres located in Acton, and identified as 193 Newtown Road, Acton the Conservation Commission and the Open Space Advisory Committee have said they have no interest in this parcel.

For the Conservation Commission

&

The Open Space Advisory Committee

O'Neal Family Trust

Charles D O'Neal III, Trustee
PO Box 2262
Acton, MA 01720
401-474-2524

RECEIVED
FEB 12 2013
Town of Acton
Planning Department

February 6, 2013

To Whom It May Concern:

On behalf of the O'Neal Family Trust, this letter serves as notice of our intent to sell 7 Sarah Indian Lane, Littleton MA 01460.

The home is located, known and numbered as 7 Sarah Indian Way, Littleton MA on 9.57 acres of land currently held in Chapter 61B in both the towns of Acton and Littleton.

5.61 acres are located in Littleton. 3.96 acres are located and identified as 193 Newtown Road, Acton MA 01720.

The home and land will continue to be used as a single family residential property. Please see the attached:

- Fully executed Purchase and Sale agreement
- Kimball Shores plot plan as recorded in the MSRD
- A more detailed plot plan of 7 Sarah Indian Way

I have also sent electronic copies of these documents to Keith Bergman and Christine Joyce.

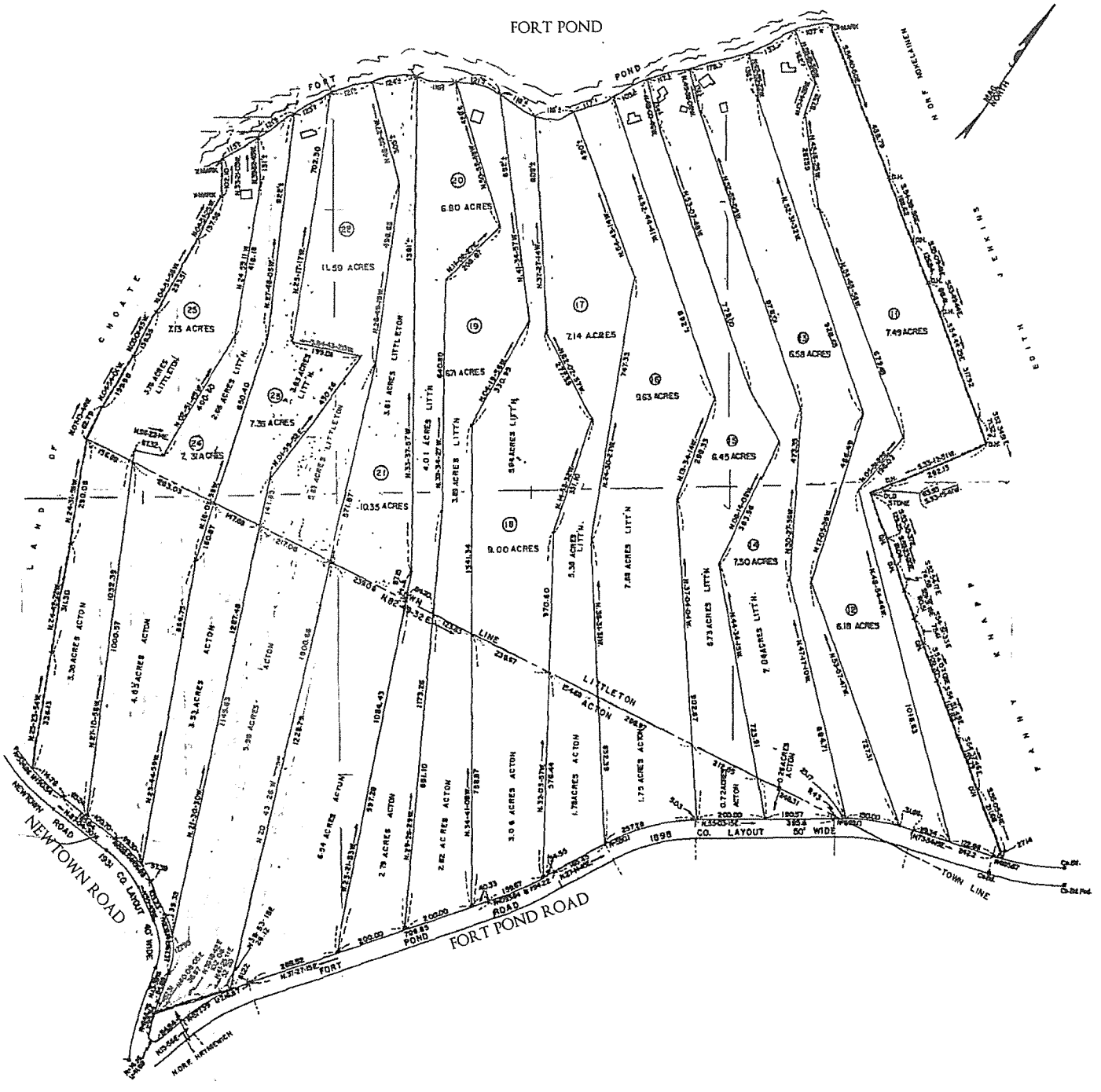
Your prompt attention to this matter is greatly appreciated. Please let me know if you have any further questions, concerns or if further documentation is needed.

Sincerely,

CD O'Neal III

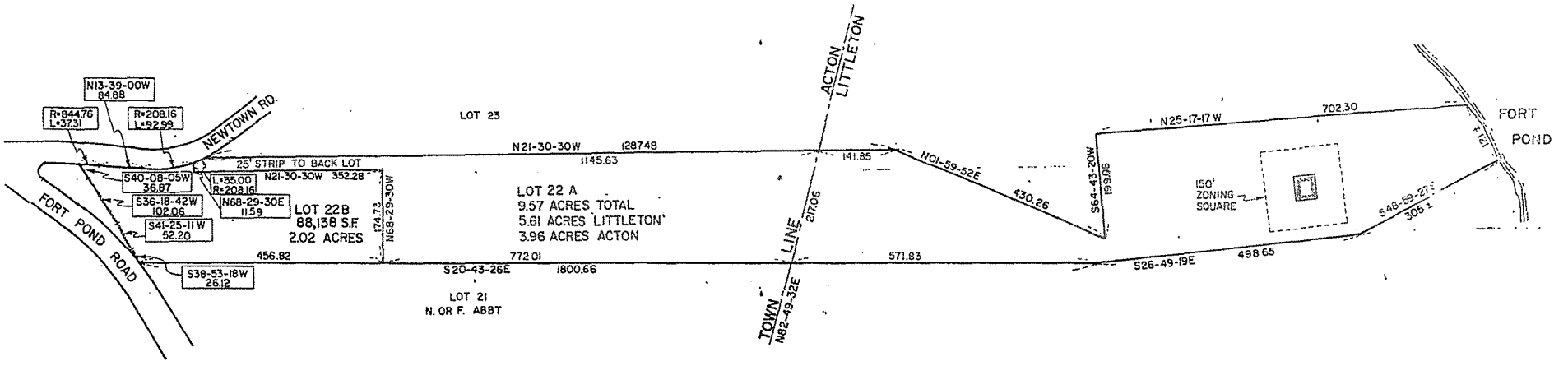
Charles D. O'Neal III

7 SARAH INDIAN WAY, KIMBALL SHORES
PLOT PLAN



Kristin Hilberg
REAL ESTATE
Love Where You Live

7 SARAH INDIAN WAY
PLOT PLAN



Kristin Hilberg
REAL ESTATE
Love Where You Live

PURCHASE AND SALE AGREEMENT
(hereinafter referred to as the "Agreement")

From the office of:
Sherrill R. Gould, Esq.
Gould Law Offices
311 Great Road
Littleton, MA 01460

This 05 day of ~~January~~ February, 2013.

1. PARTIES AND MAILING ADDRESSES — **Charles O'Neal, III, Trustee of O'Neal Family Trust,** (hereinafter referred to as the "SELLER") agrees to sell and Timothy J. Roberts and Molly E. Roberts, of A70 Courtney Road, West Roxbury, MA. 02132 (hereinafter referred to as the "BUYER") (SELLER and BUYER sometimes hereinafter collectively referred to as the "Parties"), agrees to buy, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION — the land with the improvements thereon known and numbered as 7 Sarah Indian Way, Littleton, Ma., being the same premises described in the deed recorded with the Middlesex South Registry of Deeds, in Book 58014, Page 89 (hereinafter referred to as the "Premises").

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 wall-to-wall carpeting, drapery rods, automatic garage door openers, 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, garbage disposers, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants, kitchen refrigerator, washing machine and dryer and the window treatments in the porch, living room, kitchen, hallway, downstairs bath, left back upstairs and master bedrooms. *The SELLER represents that all fixtures and appliances are owned by the SELLER, none are rented.* The Seller makes no representation as to the condition of the appliances and fixtures and they are sold "AS IS". The refrigerator in the lower level is excluded from the sale. The refrigerator in the main kitchen is included in the sale.

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 (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

   (a) Provisions of existing building and zoning laws;
   (b) Existing rights and obligations in party walls which are not the subject of written agreement
   (c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
   (d) Any liens for municipal betterments assessed after the date of this Agreement;
   (e) Easements, restriction and reservations of record previously disclosed to Buyers, if any, so long as the same do not prohibit or materially interfere with the current use of said Premises for residential dwelling purposes.

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

6. REGISTERED TITLE — In addition to the foregoing, if the title to said Premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title to said Premises.

7. PURCHASE PRICE — The agreed to purchase price for said Premises is Five Hundred Thirty Thousand and no/100 dollars, of which

$ 1,000.00	having previously been paid to bind the "Offer to Purchase"
$ 25,500.00	have been paid as a deposit this day and
$ 503,500.00	are to be paid at the time of the delivery of the deed by treasurer's or bank check(s) or conveyancing attorney's check, drawn on a Greater Boston Clearing House Bank, payable directly to SELLER without endorsement.
$ 530 ,000.00	TOTAL

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8.	TIME FOR PERFORMANCE; DELIVERY OF DEED	Such deed is to be delivered at 11:00 o'clock a.m. on the 1st day of May, 2013, at the Middlesex South Registry of Deeds or, at the office of counsel for BUYER's lender, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this Agreement.
9.	POSSESSION AND CONDITION OF PREMISES	Full possession of said Premises, free of all tenants and occupants, is to be delivered at the time of the delivery of the deed, said Premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in Paragraph Four (4) hereof and (d) in compliance with the provisions of MGL Chapter 61B. The BUYER shall be entitled personally to inspect said Premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this 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 the 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, and the time for performance hereof shall be extended for a period of thirty (30) calendar days, (or less, if 30 days are not needed, in which event a new closing date shall be selected by mutual agreement of the parties, which agreement shall not be unreasonably withheld) but not beyond the expiration of BUYER'S mortgage commitment or rate lock, as they may be extended without cost to BUYER. The SELLER shall not be obligated to expend more than $2,500.00, inclusive of attorney's fees but exclusive of voluntary monetary liens, pursuant to this Paragraph.
11.	FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.	If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, or if at any time during the period of this Agreement or any extension thereof, the holder of a mortgage on said Premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this Agreement shall be forthwith refunded and all other obligations of the Parties hereto shall cease and this Agreement shall be void without recourse to the Parties hereto.
12.	BUYER's ELECTION TO ACCEPT TITLE	The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said Premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in 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 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 agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.
14.	USE OF MONEY TO CLEAR TITLE	To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded within a reasonable time after the delivery of said deed in accordance with local conveyancing practices.
15.	INSURANCE	Until the delivery of the deed, the SELLER shall maintain insurance on said Premises as follows: *Type of Insurance* — *Amount of Coverage* (a) Fire and Extended Coverage — as presently insured Risk of loss shall remain with the Seller until closing.
16.	ADJUSTMENTS	Water and sewer use charges and taxes for the then current fiscal year, shall be apportioned and fuel value shall be adjusted, as of the day of performance of this Agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed.

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17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the Parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

18. BROKER's FEE

The SELLER and BUYER acknowledge that a fee of as agreed, shall be paid by the SELLER to Keller Williams Boston Northwest and Fast Forwards Realty LLC, the BROKERS herein, at the time for performance, if and only if, as and when SELLER shall have received the full purchase price as agreed hereunder and BUYER shall have accepted and recorded SELLER'S deed and not otherwise. The BUYER further represents and warrants that there is no other broker or Buyer's agent with whom BUYER has dealt in connection with the purchase of the Premises.

19. BROKER(S) WARRANTY

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

20. DEPOSIT

All deposits made hereunder shall be held in escrow by Keller Williams Boston Northwest as escrow agent subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement. In the event of any disagreement between the Parties, the escrow agent shall retain all deposits made under this Agreement pending instructions mutually given by the SELLER and the BUYER or a court of competent jurisdiction. See also Paragraph Thirty-Seven (37).

21. BUYER's DEFAULT; DAMAGES

If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages and this shall be SELLER's sole and exclusive remedy at both law and in equity.

22. RELEASE BY HUSBAND OR WIFE

The SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said Premises.

23. BROKER AS PARTY

The Broker(s) named herein join(s) in this Agreement and become(s) a party hereto, insofar as any provisions of this Agreement expressly apply to the Broker(s), and to any amendments or modifications of such provisions to which the Broker(s) agree(s) in writing.

24. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc.

If the SELLER or BUYER executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

25. WARRANTIES AND REPRESENTATIONS

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has the BUYER relied upon any warranties or representations not set forth or incorporated in this Agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s): **NONE**; See also Paragraph Thirty-Four (34). PREMISES ARE SOLD "AS IS" AND BUYER SHALL HAVE AVAILED HIMSELF OF ALL INSPECTIONS.

26. MORTGAGE CONTINGENCY CLAUSE

In order to help finance the acquisition of said Premises, the BUYER shall apply for a conventional bank or other institutional mortgage loan or loans totaling no more than **$503,300.00**, at prevailing rates, terms and conditions. If despite the BUYER's diligent efforts a firm, written commitment for such loan(s), subject only to reasonable conditions within BUYER's direct control to satisfy in time for Closing cannot be obtained on or before March 13, 2013, the BUYER may terminate this Agreement by written notice to the SELLER (pursuant to the notice provision of this Agreement), prior to the expiration of such time, whereupon the Deposit made under this Agreement shall be forthwith refunded to the BUYER and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto. In no event will BUYER be deemed to have used diligent efforts to obtain such commitment unless the BUYER submits a uniform residential loan application (form 1003 or similar) conforming to the foregoing provisions within two (2) business days after receipt of a fully executed copy of this Agreement from SELLER or SELLER's agent(s). "Diligent efforts" as used herein shall not require BUYER to apply to more than one lender.

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27. CONSTRUCTION OF AGREEMENT

This Agreement, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the Parties, is binding pon and enures to the benefit of the Parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER or their respective counsels, **PROVIDED, HOWEVER, THAT EXTENSIONS HEREOF MAY BE EXECUTED BY COUNSEL FOR A PARTY.** The Parties may rely upon facsimile copies of such written instruments. If two or more persons are named herein as BUYER and/or SELLER, their respective obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the Parties to it. Delivery of any signature on this agreement by facsimile or electronic transmission shall be as fully effective as delivery of an original signature in person.

28. LEAD PAINT LAW

The Parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises (i.e. BUYER herein) must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age. See also Paragraph Thirty-Five (35).

29. SMOKE AND CARBON MONOXIDE DETECTORS

The SELLER shall, at the time of delivery of the deed, deliver a certificate from the fire department of the city or town in which said Premises are located stating that said Premises have been equipped with approved smoke and carbon monoxide detectors in conformity with applicable law.

30. ADDITIONAL PROVISIONS

The executed Rider attached hereto is incorporated herein by reference. If any provision in the Rider conflicts in any way with any other provision in Paragraphs One (1) through Thirty (30), inclusive, of this Agreement or with any addenda or exhibits hereto, the provision contained in the Rider shall control.
Offer to Purchase Contingency Addendum is incorporated herein by reference.

The Buyer's obligations hereunder are subject to their sale of 70 Courtney Road, W. Roxbury, Ma., on or before March 13, 2013; however Buyer shall inform seller when they have a firm Purchase and Sale Agreement with all contingencies satisfied.

The Buyer's obligations are contingent upon satisfactory Well water inspection on or before February 4, 2013.

The Seller's obligations are contingent upon receiving Releases of the Rights of Refusal of the Towns of Acton and Littleton, for the MGL Chapter 61B liens.

Seller shall deliver recordable certificates from Kimball Shores Association and Fort Pond Association stating that there are no unpaid association dues or assessments of any kind for the Premises at closing.

FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978, BUYER MUST ALL HAVE SIGNED LEAD PAINT "PROPERTY TRANSFER NOTIFICATION CERTIFICATION"

NOTICE: THIS IS A LEGAL DOCUMENT THAT CREATES BINDING OBLIGATIONS. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY.

SIGNED *Charles O'Neal, Trustee* 02/5/2013
eSigned XX6E-CV @ 4:36 PM EST
SELLER

BUYER

SELLER

BUYER

Document signed electronically; legally binding by federal statute; visit dotloop.com/verify

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RIDER TO PURCHASE AND SALE AGREEMENT BETWEEN
Charles O'Neal, III, Trustee of O'Neal Family Trust as SELLER
AND
Timothy J. Roberts and Molly E. Roberts as BUYER

31. All notices required or to be given hereunder shall be in writing and deemed duly given when delivered or mailed by registered or certified mail, return receipt requested, postage and registration or certification charges prepaid, or sent via facsimile, or hand delivered or sent via express mail or courier addressed as follows:

If to SELLER:

Sherrill R. Gould, Esq.
Gould Law Offices
P. O. Box 752 - 311 Great Road
Littleton, Ma 01460
Ph: 978-486-9566
Fax: 978-486-9434
Email: sherryesq@yahoo.com

and

If to BUYER:

Mark D. Stiles, Esq.
STILES & ASSOCIATES, LLC
892 Plain Street, 2nd Floor | Marshfield, MA 02050
Phone: 781.319.1900 x14 | Fax: 781.319.1919
Email: mstiles@stiles-law.com

or to such other address or addresses as may from time to time be designated by either party by written notice to the other.

32. DELETED

33. The BUYER has been afforded the opportunity to have the subject property inspected by an inspection service selected by the BUYER. Execution of this Agreement is deemed to be an acknowledgment that the BUYER is satisfied with the condition of the property "as is".

34. BUYER acknowledges that the SELLER and the Brokers have complied with the requirements of Massachusetts General Laws Chapter 111, as amended, relative to the possible presence of lead paint in the Premises, including the provisions of Section 197A of Chapter 111. BUYERS acknowledge having been verbally informed of the possible presence of dangerous levels of lead in the Premises and of the provisions of the Lead Paint Statute, so called (M.G.L. Chapter 111, Sections 190 - 199A), and the regulations promulgated thereunder, and acknowledge receipt from SELLER and/or SELLER's agents, of a Commonwealth of Massachusetts, Department of Health Property Transfer Notification Certification, and further acknowledges being informed by SELLER and/or SELLER's agents about the availability of inspections for dangerous levels of lead. BUYER further acknowledges that SELLER has allowed BUYER ten (10) days to conduct inspections to determine whether lead is present on the Premises. A copy of the Property Transfer Notification Certification was signed by the BUYER at the time of the Offer. The terms of said Certification shall survive the delivery of the Deed hereunder. The provisions of this Paragraph shall survive delivery of the Deed hereunder.

35. BUYER warrants and represents to SELLER and SELLER represents and warrants to BUYER that it has dealt with no broker or other person entitled to a broker's commission in connection with the negotiation or execution of this Agreement or the consummation of the transaction contemplated hereby except the Broker(s) listed herein and each agrees to hold the other harmless and indemnify the other against all damages, claims, losses and liabilities, including legal fees, incurred by the other, arising out of or resulting from the failure of its representation and warranty. This provision shall survive the closing hereunder.

36. All deposits referred to in Paragraph Twenty (20) are to be held in an FDIC insured escrow account and any interest is to be accounted for and allocated equally between the BUYER and SELLER at closing; provided, however, that if the SELLER shall retain the deposit under the provisions of Paragraph Twenty-One (21), then the entire amount of the interest earned will be the property of the SELLER, and, if the deposit is returned to the BUYER under the provisions of this Agreement, then the entire amount of interest earned shall be the property of the BUYER.

37. SELLER shall execute, upon request, simultaneously with the delivery of the deed, and when required shall on oath swear to the truth of the matters therein set forth (to the best of SELLER'S knowledge), such documents as may reasonably be required by said lender or its attorney, including without limiting the generality of the foregoing, certifications, or affidavits with respect to: (a) persons or parties in possession of the Premises; (b) facts or conditions which may give rise to mechanic's or materialmen's liens; (c) an affidavit pursuant to Section 1445 of the Internal Revenue Code; (d) the true purchase price of the Premises and whether the SELLER has or intends to lend to the BUYER a portion thereof; (e) UFFI Disclosure Affidavit; and (f) 1099 reporting form.

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38. Any title matter or practice arising under or relating to this Agreement which is the subject of a standard of the Real Estate Bar Association for Massachusetts shall be governed by said title standard to the extent applicable and to the extent such title standard does not contradict any expressed term or condition of this Agreement.

39 Both BUYER and SELLER hereby acknowledge that they have been offered the opportunity to seek and confer with qualified legal counsel of their choice prior to signing this Agreement.

40. From and after the date of this Purchase and Sale Agreement, the Seller(s) agrees to allow Buyer(s) reasonable access and upon reasonable notice, in the presence of Seller or Seller's agent, to said premises for the purpose of making measurements, inspections and the like, no more than 3 times.

41. It is understood and agreed by the parties that the premises shall not be in conformity with the title provisions of this agreement unless:

a) All buildings, structures and improvements, including but not limited to any drive-ways, garages and cesspools, and all means of access to and egress from the premises shall be located completely within the boundary lines of said premises and shall not encroach upon or under the property of any other person or entity;
b) No building, structure or improvement of any kind belonging to any other person or entity shall encroach upon or under said premises;
c) The premises shall abut a public way or accepted as such by the city or town in which said premises are located;
d) The premises is legally subdivided and separated from all other lots pursuant to the provisions of the Subdivision Control Law, M.G.L.A. ch. 40A;
e) The premises is not within a so-called "Flood Plain Area" or "Flood Plain Zone" or any other such flood-prone areas as determined under the maps and regulations of the Federal Emergency Management Agency, with respect to the federal flood plain insurance program;
f) Seller executes the Deed personally. At the sole option of the Buyer, a Deed executed for Seller pursuant to a power of attorney shall not satisfy the title requirements of the Agreement; and
g) Title to the premises is insurable, for the benefit of the Buyer, by a title insurance company reasonably acceptable to Buyer, in a fee owner's policy of title insurance, at normal premium rates, without exception other than the standard printed "jacket" exceptions contained in the American Land Title Association form currently in use and those exceptions set forth in Paragraph 4 of this Agreement. In the event of a title matter for which a title insurance company is willing to issue a so-called "clean" policy or provide "affirmative coverage" over a known defect or problem, Buyer may elect to accept same but shall not be required to do so, and shall have the right, at the option of their counsel, to deem title to the premises unacceptable or unmarketable and to terminate this Agreement.

42. It is agreed that in the event of a title matter for which a title insurance company is willing to issue a so-called "clean" policy or provide "affirmative coverage" over a known defect or problem, BUYER may elect to accept same but shall not be required to do so, and shall have the right, at the option of their counsel, to deem the premises unacceptable or unmarketable and to terminate this Agreement.

43. The Seller(s) hereby represent, to the best of their knowledge, that no notice or communication has been received by Seller(s) from any public authority that there exists with respect to the premises any condition which violates any municipal, state or federal law, rule, regulation, ordinance or the like which has not been heretofore rectified.

44. The Seller(s) agrees to leave the premises in broom clean condition, removing all of Seller's possessions and rubbish or debris the day before closing to allow Buyer a final walk through. Premises shall be construed to mean the dwelling house, outbuilding, if any, and outside grounds.

45. Notwithstanding anything herein to the contrary, including without limitation the provisions of paragraph entitled "Buyer's Election to Accept Title" herein, if the premises are damaged prior to the closing by fire or other casualty in excess of $10,000.00, then the BUYER shall have the right to terminate this agreement or to accept the premises in their then condition providing that the SELLER reimburses the BUYER for the value of any such damage as an adjustment to the purchase price.

46. The Buyer and Seller acknowledge that they have been informed that the Buyer's Attorney, Stiles & Associates, LLC, may be asked to provide legal services on behalf of the mortgage lender for the mortgage loan closing in addition to the representation of the Buyer in this transaction and that both Buyer and Seller have no objection to and consent to this dual representation of Buyer and Lender by Buyer's attorney.

47. The Seller and the Buyer agree that their respective counsel, if applicable, is authorized at any time, and from time to time, to execute extensions of any time period or deadline and may execute any modification or amendment to the terms and conditions of this agreement in furtherance of their respective client's best interests, said extensions may be done via fax, or e-mail assented to by the other counsel.

SIGNED Charles O'Neal, Trustee 02/5/2013
eSigned DEEUEJ @ 4:36 PM EST
SELLER

BUYER

AR
2/5/2013

Document signed electronically; legally binding by federal statute; visit dotloop.com/verify

SELLER

BUYER

CO
5XUK

6324712-2629

ADDENDUM

SELLER represents, to the SELLER's actual knowledge, that the following are the names, telephone numbers and account numbers of any entity which, as of the date of this Agreement, holds a mortgage or other security interest in the Unit. This Addendum shall constitute SELLER's authorization to each entity named below to furnish loan payoff information to BUYER's lender's counsel.

The SELLER hereby authorizes the mortgagee(s), upon receipt of the payoff funds, to close the account and forward a discharge (or partial release) of the mortgage in accordance with the instructions provided with the payoff check.

MORTGAGES	**1st MORTGAGE**	**2nd MORTGAGE**	**3rd MORTGAGE**
Name of Lender			
Telephone No.			
Account/Loan No.			

_____ , SELLER

Last 4 digits of SSN:_____

_____ , SELLER

_____