J Manning AUCTIONEERS

PROPERTY INFORMATION PACKAGE #24-2054

CAPE COD REAL ESTATE AUCTION

1,488+/- SF, 3BR, 2BA RANCH ON .5+/- AC. Built in 1995 ~ Convenient Location off Rt. 28 Near Mashpee Commons, Golf, Conservation, Beaches & More

43 ORCHARD RD., MASHPEE, MA

Friday, May 3 at 11am On-site

Open House: Thursday, April 25 (11am-1pm)

MA Lic. #111



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JJManning AUCTIONEER'S DISCLAIMER

The following information is provided to you as a matter of convenience only, and no representation or warranty, expressed or implied, is made as to its accuracy or completeness.

Prospective purchasers of the auction property are responsible for conducting such due diligence of their own as they consider appropriate, prior to bidding at the auction sale.

All information contained within this Property Information Packet was derived from reliable sources and is believed to be correct, but is not guaranteed. Buyers shall rely entirely on their own judgment and inspection.

Announcements from the Auction Block will take precedence over any previously printed material or any other oral statements made.







March 22, 2024

Dear Prospective Bidder:

JJManning Auctioneers is pleased to offer this 1,488+/- sf, 3-bedroom, 2-bath ranch on .5+/- ac. located at 43 Orchard Rd., Mashpee, MA. This Cape Cod home is in a convenient location just off Route 28. It's 1.5+/- miles to Mashpee Commons and close to Willowbend Country Club, golf, conservation, beaches and more.

The owners have chosen auction, the accelerated method of marketing, for the sale of this fabulous property. Their decision allows you to set the market price for this wonderful home with your bid. You will buy the property at the lowest possible price by bidding one increment higher than the competition. What an opportunity!

As you know, the property is being sold "as is, with all faults", be sure to attend the scheduled Open House. There is a large amount of information in this Property Information Package (PIP), please review it carefully. The auction will be held on Friday, May 3, 2024 at 11:00am on-site. Don't miss it! If you can't attend but wish to make an Absentee Bid, give us a call.

The sale is not contingent upon your ability to acquire mortgage financing. You are encouraged to pre-qualify yourself with a lender before the auction. This will help you to bid with confidence. Read the Sample Purchase & Sale Agreement in this package. You should consult your attorney with any questions regarding the Agreement. There can be no changes to the Agreement.

Don't forget to have the \$20,000 certified deposit check made out to yourself and bring it with you to the auction. You must show the check at registration in order to receive a Bidder Number. You must have a Bidder Number in order to bid at this open, outcry auction.

If you are interested in making a pre-auction offer for this property, it must be tendered on a signed JJManning approved Purchase & Sale Agreement and accompanied by a 10% certified deposit in certified or bank check or by confirmed wire transfer. Please contact us at **auctions@jjmanning.com** or the phone number below for details.

Our experienced auction staff is available to answer your questions at 800-521-0111, at the open house and one hour before the auction. We welcome your calls. See you at the auction. Good luck with your bids!

Sincerely,

Justin J. Manning, CAI, AARE President



TERMS & CONDITIONS

CAPE COD REAL ESTATE AUCTION

1,488+/- SF, 3BR, 2BA RANCH ON .5+/- AC. Built in 1995 ~ Convenient Location off Rt. 28 Near Mashpee Commons, Golf, Conservation, Beaches & More

43 ORCHARD RD., MASHPEE, MA

Friday, May 3 at 11am On-site

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MA Lic. #111

<u>Terms of Sale:</u> 10% deposit of which Twenty Thousand Dollars (\$20,000.00) must be presented in certified or bank check. Remainder of the 10% deposit in wire transfer, certified or bank check by 4:00 p.m. ET on Monday, May 6, 2024. Balance in 30 days.

<u>A.</u> Make the certified deposit check payable to yourself. If you are the successful bidder, you will endorse the check to JJManning Auctioneers, Escrow Agent.

<u>B.</u> Closing will take place on or before Monday, June 3, 2024 (30 days from the auction) unless otherwise agreed upon by Seller, in writing.

<u>C.</u> A Buyer's Premium of TEN PERCENT (10%) will be added to the high bid. Their sum will constitute the Total Purchase Price. See Buyer's Premium explanation elsewhere in this Bidder Information Package.

<u>D.</u> The property is being sold "as is, with all faults". We encourage you to attend the Open House and thoroughly inspect the property. You must rely on your own inspection and judgment when bidding on this property.

<u>E.</u> Auctioneer reserves the right to enter protective bids on behalf of Seller.

 \underline{F} . Auctioneer reserves the right to disqualify any bidders at auctioneer's sole discretion. Should a dispute arise amongst any bidders, auctioneer's decision shall be final and binding.

<u>G.</u> The property is <u>NOT</u> being sold with a financing contingency, so we recommend that you pre-qualify yourself with your lending institution before bidding at the auction sale. This will allow you to bid with confidence!

H. Other terms, if any, to be announced at the auction sale.

JJ Manning AUCTIONEERS BUYER'S PREMIUM EXPLANATION

There will be a Buyer's Premium of 10% added to the high bid. The total of the high bid plus the 10% Buyer's Premium shall constitute the Contract Sales Price.

EXAMPLE:	
Bid Price: Add 10% Buyer's Premium:	\$100,000.00 \$10,000.00
Contract sales price:	\$110,000.00

The contract sales price represents the total due from the buyer and will be the amount entered on the *Purchase & Sale Agreement*.

This 3rd day of May 2024

1. PARTIES AND MAILING ADDRESSES

Scott M. Reynolds hereinafter called the SELLER, agrees to SELL and

hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

The land with the buildings thereon known as 43 Orchard Rd., Mashpee, MA.

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 disposals, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants, and ONLY IF BUILT IN, refrigerators, air conditioning equipment, ventilators, dishwashers, and none. The washer and dryer are not included in the sale. Any non-titled personal property left at the premises as of closing is considered abandoned and shall become the responsibility of the buyer. The SELLER, its agents or representatives have not made any representations, warranties, promises, covenants, agreements or guarantees, implied or expressed, oral or written with respect to the conformity of the property to any zoning, land use regulations, or suitability for potential development or subdivision. The actual bedroom and bathroom counts in the home do not coincide with the town assessor's counts. Any updates, reporting or changes required by the town, if any, shall be the buyer's responsibility after the closing.

4. TITLE DEED

Said premises are to be conveyed by a good and sufficient Quitclaim Deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven days before the deed is to be delivered as herein provided and said deed shall convey a good and clear record, marketable or insurable title thereto, free from encumbrances, except

- (a) Existing rights and obligations in party walls which are not the subject of written agreement;
- (b) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (c) Any liens for municipal betterments assessed after the date of this agreement;
- (d) Easements, restrictions and reservations of record;

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. PURCHASE PRICE

The agreed purch	hase price for said I	oremises isdollars, of which
	\$	have been paid as a deposit this day and
	\$	are to be paid in wire transfer, certified, cashier's, treasurer's or bank check(s) by 4:00 pm ET on Monday, May 6, 2024 as the additional deposit
	\$	are to be paid at the time of delivery of the deed by certified, cashier's, treasurer's or bank check(s)
	\$	TOTAL

7. TIME FOR PERFORMANCE DELIVERY DEED

Such deed is to be delivered on or before Monday, June 3, 2024 (30 days of the date of this agreement) at the office of SELLER'S attorney, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

8. POSSESSION AND CONDITION OF PREMISES

Full possession of said premises, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted and (b) in compliance with provisions of any instrument referred to in clause 4 hereof.

9. 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 any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto, unless the SELLER elects to use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of up to ninety days.

10. 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.

11. 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 clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either (a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration; or (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial

12. ACCEPTANCE OF DEED

The acceptance of a deed by the BUYER, or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

13. USE OF SELLER MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

14. INSURANCE

Until the delivery of the deed, the SELLER shall maintain the insurance on said premises as currently insured.

15. ADJUSTMENTS

Collected rents, mortgage interest, water and sewer use charges, operating expenses (if any) according to the schedule attached hereto or set forth below, condominium or home owner's association fees if applicable, 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. Uncollected rents for the current rental period shall be apportioned if and when collected by either party.

16. ADJUSTMENT OF UNASSESSED 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.

17. BROKER

BUYER acknowledges that he has engaged no real estate broker, and no real estate broker has in any way been involved in this transaction except any broker previously registered with and acknowledged by AUCTIONEER in writing. BUYER agrees to indemnify and hold harmless the SELLER and AUCTIONEER, including SELLER'S and AUCTIONEER'S reasonable attorney's fees, for any claim made by any real estate broker not registered with and acknowledged by Auctioneer in writing in connection with this transaction.

18. DEPOSIT

All deposits made hereunder shall be held in escrow by JEROME J. MANNING & Co., INC 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 may retain all deposits made under this agreement pending instructions mutually given by the SELLER and the BUYER.

19. BUYER'S DEFAULT

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made or required to be made hereunder by the BUYER shall be retained by the SELLER as liquidated damages even if BUYER fails to make the deposit or additional deposit.

20. CONTINGENCIES

BUYER acknowledges that this Agreement contains no contingencies affecting the BUYER'S obligation to perform. If the sale as contemplated herein is not consummated for any reason, except SELLER'S inability to deliver marketable or insurable title (subject only to the matters set forth in paragraph 4), then the deposit(s) paid by the BUYER upon the execution of this Agreement and/or any additional deposit required to be made shall inure to and become the property of the SELLER, all as provided in Paragraph (19) hereof.

21. WARRANTIES AND REPRESENTATIONS

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement. The BUYER further acknowledges that he is buying the Property as is, with all faults and without warranty of any kind, whatsoever. Buyer acknowledges that buyer has reviewed or been given the opportunity to review the Property Information Packages (PIPS) for this property along with any updates provided up and through the day of the auction.

22. CONSTRUCTION OF AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisee, 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. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

23. LEAD PAINT LAW

The BUYER acknowledges that 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 must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age. BUYER further acknowledges that he has been notified of said lead paint law by SELLER and AUCTIONEER.

24. SMOKE DETECTORS/SEPTIC/WATER

The BUYER will be responsible for the installation and inspection of smoke detectors and CO2 detectors after closing and once the property is suitable for habitation. If necessary, the buyer shall be responsible for the repair, upgrade or installation of a septic system and/or a well and/or municipal water and/or sewer connections which meet the requirements of the board of health. The closing shall not be contingent upon any certificates of compliance nor contingent upon a certificate of occupancy as the property is being conveyed as is.

25. SOPHISTICATED BUYER

The BUYER acknowledges that by registering, participating, and competing to purchase this subject real estate via a PUBLIC AUCTION SALE wherein all contingencies, warranties, and representations have been specifically disclaimed as in paragraphs 20 and 21 of this agreement establishes that the BUYER is knowledgeable and aware of the risks of doing so and possesses a level of sophistication commensurate with the complexity of the sale terms both expressed by this Agreement and the potential of the property being acquired.

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

Scott M. Reynolds, Seller	
	BUYER
By:	
By:	BUYER
Buyer's Mailing Address (Street or P.O. Box)	Buyer's Attorney (Name)
Buyer's Mailing Address (City, State & Zip Code)	Buyer's Attorney (Firm)
Buyer's Daytime Phone	Buyer's Attorney's Address (Street or P.O. Box)
Buyer's Evening Phone	Buyer's Attorney's Address (City, State & Zip Code)
	Buyer's Attorney's Phone

Jerome J. Manning & Co., Inc., AUCTIONEER/ESCROW AGENT

1,488± sf Ranch with Master BR Suite Addition On .5± Acre with Fenced Backyard 43 Orchard Rd, Mashpee, MA



Auction: Friday, May 3 at 11am On-site

RE Tax Assessment: \$457,700

Site: .5± acre, fenced back yard, garden, chicken coop, hoop greenhouse, shed

Frontage: 100± ft

Drive: Gravel, 10± ft right-of-way access to parking for 4± cars

Design: Ranch built 1995 with 417± sf master BR suite addition in 2003

Renovations: Vinyl replacement windows c. 10 years, roof c. 21 years, oil tank c. 2 years, updated bath

Features: Hardwood & tile floors, front entry deck, outdoor shower

Living Area: 1,488± sf per Assessor, 1,547± sf per plan Bedrooms: 3 per plan Baths: 2 per plan Basement: 1,495± sf full unfinished per plan (1,078± sf with concrete floor, 417± sf without) Attic: Pull-down stair access Heat: Oil-fired hot water, wood stove in LR Water: Town Sewer: Private septic installed 1996 Legal Ref.: Barnstable County 10152/46

Parcel ID: 62-5-0 Zoning: R3

statements made. JJManning Auctioneers is acting exclusively on behalf of Seller in this transaction.

Pre-auction Offers: Must be tendered on a signed JJManning approved P&S Agreement & accompanied by a 10% certified deposit in certified or bank check or by confirmed wire transfer in order to be considered.

Buyer's Broker Terms: Up to 2% Broker Commission offered. Visit www.JJManning.com for mandatory broker pre-registration requirements. Off Route 28 close to Willowbend CC, golf, conservation & beaches. 1.5± miles to Mashpee Commons, shopping, restaurants, services, etc.

JJ Manning

Property Info., Photos, Broker Reg. & Full Terms at:

www.JJManning.com 800.521.0111





MA Auc Lic 111 • MA Broker Lic 5850 Brochure 1792 • Ref 24-2054

Terms of Sale: 10% certified deposit of which \$20,000 by certified or bank check at the auction & remainder by 4pm ET on Monday, 5/6/24. Balance in 30 days. 10% Buyer's Premium will be added to the high bid & result will be the total purchase price. Other terms, if any, announced at the sale. All information derived from reliable sources believed correct, but not guaranteed. Buyers shall rely entirely on their own judgment and inspection. Announcements from the Auction Block take precedence over any previously printed material or any other oral

PROPERTY INFORMATION 43 ORCHARD RD., MASHPEE, MA

CAPE COD REAL ESTATE AUCTION Friday, May 3 at 11am On-site

1,488+/- SF RANCH WITH MASTER BR SUITE ADDITION ON .5+/- ACRE WITH FENCED BACK YARD

Open House: Thursday, April 25 (11am-1pm)

Off Route 28 close to Willowbend & New Seabury golf, conservation & beaches. 1.5+/- miles to Mashpee Commons, shopping, restaurants, services, etc. 10+/- miles to the Island Queen seasonal ferry to Martha's Vineyard, 13+/- miles to Barnstable Municipal Airport & Hyannis ferries to Nantucket, 15+/- miles to Woods Hole year-round Steamship Authority ferries.

RE TAX ASSESSMENT (2024): \$457,700 (\$169,600 land & \$288,100 building)

PARCEL ID: 62-5-0

ZONING: R3

SITE AREA: .5+/- acre (21,780+/- sf)

FRONTAGE: 100+/- ft

LANDSCAPING: Front lawn, fenced back yard with raised garden beds, chicken coop, hoop greenhouse, shed

DRIVEWAY: Gravel, 10+/- ft right-of-way access to parking for 4+/- cars

TOTAL BUILDING AREA: 3,016

NET LIVING AREA: 1,488+/- sf per Assessor, 1,547+/- per plan

DESIGN: Ranch built 1995 with 384+/- sf (16' x 24') master bedroom suite addition with full basement in 2003

RENOVATIONS: Vinyl replacement windows c. 10 years, roof c. 21 years, oil tank c. 2 years, updated bath

FEATURES: Hardwood & tile floors, front entry deck, wood stove, outdoor shower

The actual bedroom & bathroom counts in the home do not coincide with the town assessor's counts. Any updates, reporting or changes required by the town, if any, shall be the buyer's responsibility after the closing.

BEDROOMS: 3 per plan (4 per Assessor not accurate)

BATHS: 2 per plan – 1 with separate tub & shower, 1 renovated with walk-in shower (2.5 per Assessor not accurate)

BASEMENT: 1,495+/- sf full unfinished per plan (1,078+/- sf with concrete floor, 417+/- sf without & opening between)

ATTIC: Pull-down stair access, revise insulated

HEAT: Oil-fired hot water baseboard with new in 2022 oil tank, wood stove in living room

FOUNDATION: Poured concrete

EXTERIOR WALLS: Wood shingles

ROOF: Asphalt shingle, 21+/- years old

GUTTERS: Yes

WINDOWS: Double-hung vinyl replacement 10+/- years old

DECK: 40+/- ft (8' x 5') front entry deck

WATER: Town

Per Purchase & Sale Agreement... If necessary, the buyer shall be responsible for the repair, upgrade or installation of a septic system and/or a well and/or municipal water and/or sewer connections which meet the requirements of the board of health. The closing shall not be contingent upon any certificates of compliance nor contingent upon a certificate of occupancy as the property is being conveyed as is.

SEWER: Private / Sewer on street

OTHER UTILITIES: Electric

FEMA FLOOD ZONE: X, non-hazard (Panel 25001C0538J 7/16/14)

LEGAL REF.: Barnstable County 10152/46, land pre-construction

RE TAXES (2024): \$2,874.36

RE TAX RATE (2024): \$6.28

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Parcel Lines (New)

Mashpee_Boundary

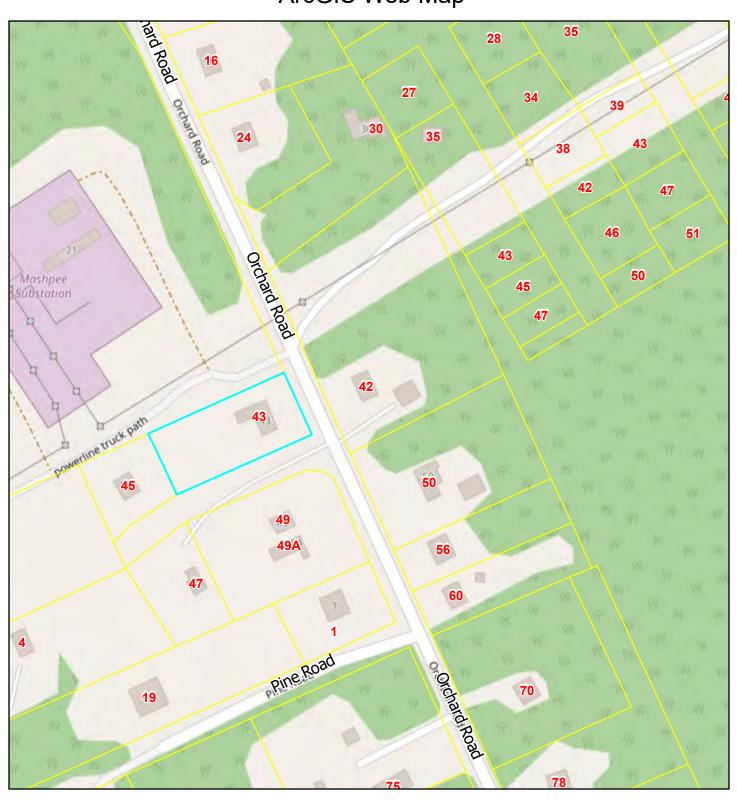
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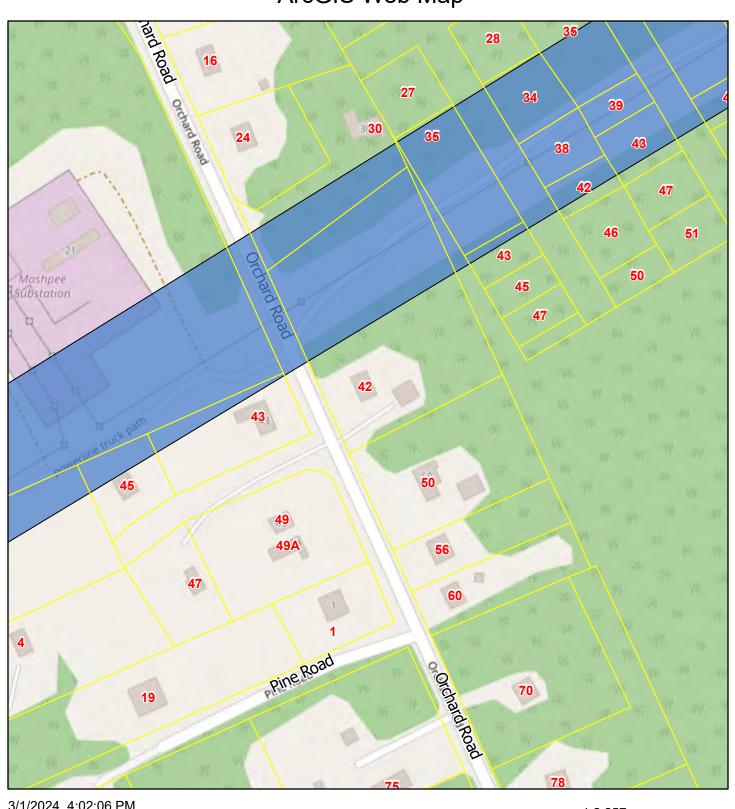
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MassGIS, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA



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Map data © OpenStreetMap contributors, CC-BY-SA



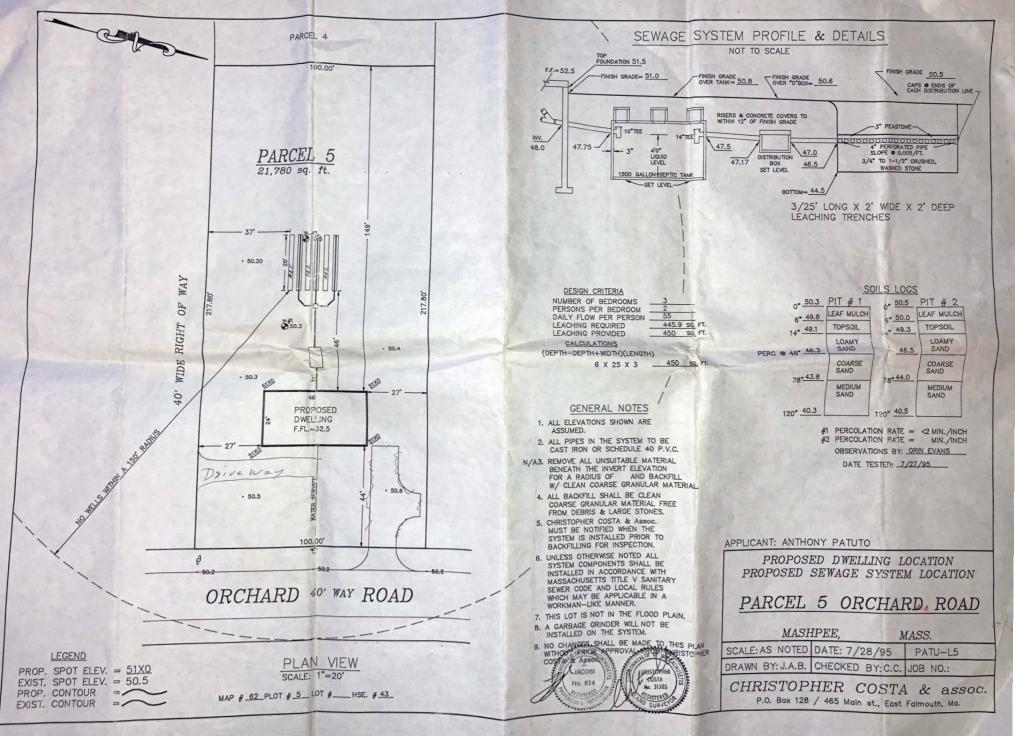
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Mashpee Boundary							

Map data $\textcircled{\sc op}$ OpenStreetMap contributors, CC-BY-SA

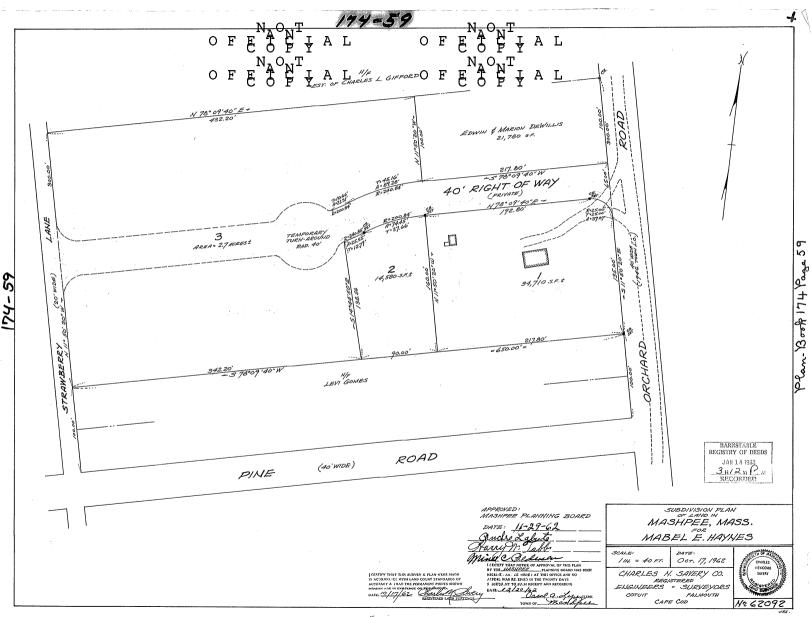
BP:10152-0046 96-04-16 2:57 #020863 Anthony J. Patuto NOT NOT ΑN A N I C I A L County, Massachusetts Marlborough, O F ICIAL E Middlese F С ΟΡΥ С in consideration of \$79,900 00 paid NOT Ν A OFFICIAL ΟF F Ι C IAL \mathbf{P} grant to Scott M. Reynolds and Lori A. Reynolds, husband and wife, as tenants by the entirety Orchard Road, Mashpee, Mass. 02649 of 43 Orchard Rd., Mashpee, MA 02649 with quitclaim covenants the land in Mashpee, Barnstable County, Massachusetts, on the westerly side of Orchard Road, together with the structure(s) thereon, which land is bounded and described as follows: EASTERLY: by orchard Road, 100.00 feet; SOUTHERLY and WESTERLY: by land now or formerly of Mabel E. Haynes, distances of 217.80 feet and 100.00 feet, respectively; and by land now or formerly of Leonard W. Peck, 217.80 feet NORTHERLY: Said land contains on-half acre, more or less, and is shown on a plan entitled "Plan of Land in Mashpee, Mass., for Edwin & Marion DeWillis dated June 5, 1962, drawn by Charles N. Savery Co. and said plan is on file at the Barnstable County Registry of Deeds in Plan Book 170 Page 119. Included in this conveyance is the right to use a 40' right of way to the extent (i.e., 217.80 feet) that it abuts the herein described granted land, for all purposes for which streets and ways are common-ly used in the Town of Mashpee, in common with others who are, or may in the future, be entitled thereto. 43 Said right of way is shown on a plan entitled "Subdivision Plan of Land in Mashpee, Mass. for Mabel E. Haynes, Scale: 1 in. = 40 ft. Date: Oct. 17, 1962, Charles N. Savery Co. Registered Engineers -Surveyors". Said plan is on file at said Registry in Plan Book 174 Page 59. Said land is conveyed subject to, and with the benefit of, all matters of record to the extent the same are in force and applicable. For title, reference is made to Record Book 9784 Page 128. PRIL 16 Executed as a sealed instrument this day of 1996 82.40 0015 14:52 SE TAX 3 #11211 DEEDS TAX COUNT 83 83 뗦 alle 5 EXCI 뇽 #111 Anthony J. Patuto ц 34/16/96 #01 #1 COLINITY G/A X 띭 ខ The Commonwealth of Massachusetts Barnstable, APRIL 16 , 1996 Then personally appeared the above named Anthony J. Patuto and acknowledged the foregoing instrument to be his deed 14:51 TAX Before me, Notary Public 9901A000 EXCISE My commission expire 04/16/ JUNE 21, **BARNSTABLE REGISTRY OF DEEDS**

PROPERTY ADDRESS:

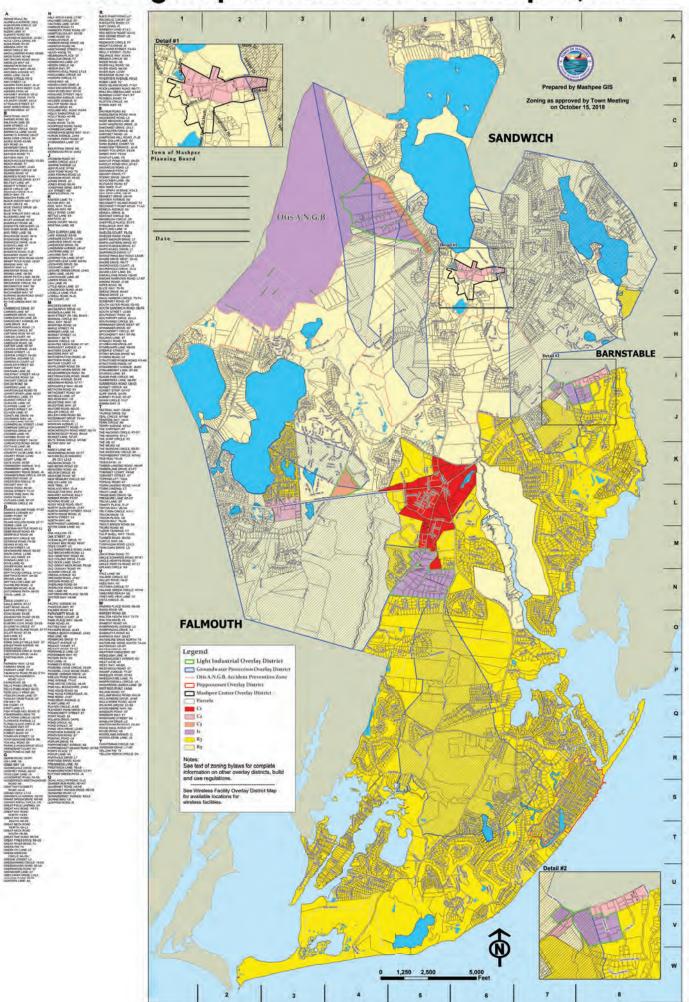
NOTE: This Plan is Prior to the Addition and Relocation of Septic Box



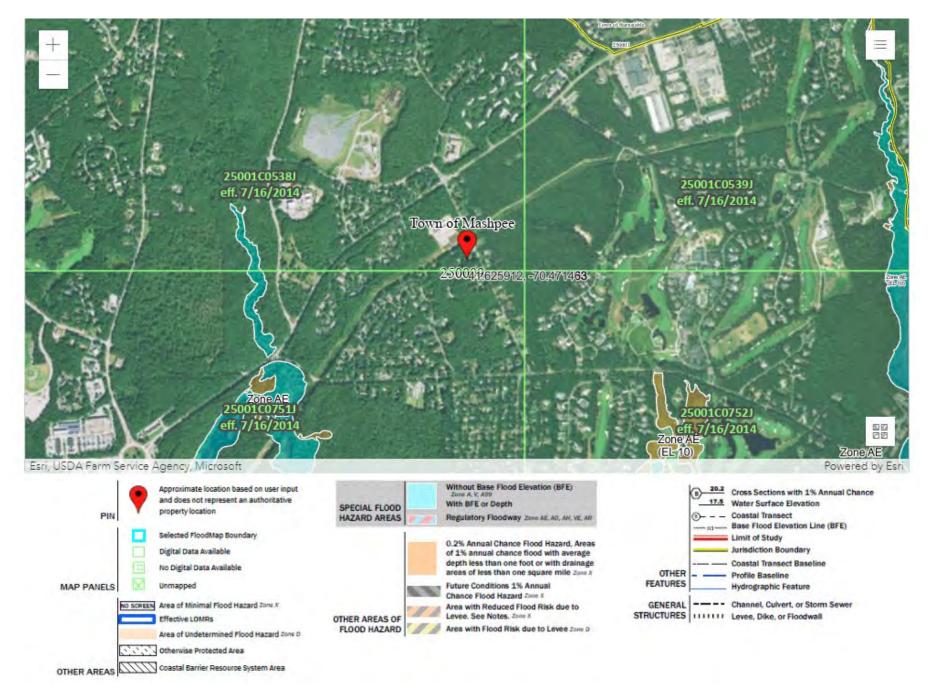
170-119 Į A L ΟF ΟF ΑL Ę Ę OFE ΟF E L <u>N 78°09'40" E -</u> 217.80' AREA = 0.5 ACRES MABEL E. HAYNES WRY 217.80' -5 78° 09' 40" W SET 538 0 Q BARNSTABLE MABEL E. HAYNES REGISTRY OF DEEDS JUN 28 1962 9н.35м Q.м RECORDED DRCH PLAN OF LAND MASHPEE, MASS. 178°09'40" E -NOT REQUIRED EDWIN & MARION DEWILLIS ROAD PINE (WAY) DATE SCALE: TH OF M 1 IN. = 30 FT. Carter JUNE 5, 1962 CHARLES NENCOMB MASHPEE PLANNING BOARD CHARLES N. SAVERY CO. REGISTERED DATE SAVERY 6/14/61 ENGINEERS . SURVEYORS O SUR COTUIT FALMOUTH CAPE COD Nº 62.06 Plan- Book 170 Page 119



Zoning Map of the Town of Mashpee, MA



FEMA Flood Map Excerpt – 43 Orchard Rd., Mashpee, MA



Based on assessments as of January 1, 2023 your Real Estate Tax for the fiscal year beginning July 1, 2023 and ending June 30, 2024 on the parcel of real estate described below is as follows:

PROPERTY DESCRIPTION 43 ORCHARD RD State Class 101 Land Area 0.500 AC Parcel ID 062-0005-0000 Book/Page 10152/46 **Deed Date** 04/16/1996 Land Value \$169,600 **Building Value** \$288,100 **Res Exempt** \$0 **Total Taxable Value** \$457,700 Assessed owner as of January 1, 2023: REYNOLDS, SCOTT M

43 ORCHARD RD MASHPEE MA 02649

THE COMMONWEALTH OF MASSACHUSETTS SEE REVERSE SIDE FOR IMPORTANT INFORMATION TOWN OF MASHPEE FISCAL YEAR 2024 ACTUAL REAL ESTATE TAX BILL

Collector of Taxes

Craig Mayen

Office Hours Monday - Friday 8:30 AM - 4:30 PM

Telephone Numbers:

Tax Collector: (508) 539-1419 Assessor: (508) 539-1404

To Pay Your Bill Online: LOG ON TO: WWW.MASHPEEMA.GOV

SPECIAL ASSESSMENTS

AMOUNT DESC AMOUNT THIS FORM APPROVED BY COMMISSIONER OF REVENUE

TAXPAYER'S COPY

Bill No.	9795
RETAX	\$2,874.36
CPA	\$57.49
WATER DIST	\$68.66
WIIF	\$57.49
Special Assessments	\$0.00
Exemptions/Abatements	\$0.00
Total Tax/Spec. Assess.	\$3,058.00
Preliminary Tax	\$1,477.04
Current Payments/Credits	\$1,477.04
Past Due	\$0.00
Interest	\$0.00
Fees	\$0.00
3rd Qtr. Due 02/01/2024	\$790.48
4th Qtr. Due 05/01/2024	\$790.48

Tax Rates

1		Comm/Indust	
	Residential	Open Space	Di
	6.28	6.21	

Г	istrict	
-	.15	
-	.15	





TOWN OF MASHPEE Office of the Tax Collector 16 Great Neck Road North

Mashpee, MA 02649

DESC

Fiscal Year 2024 Actual Real Estate Tax Bill

REYNOLDS, SCOTT M 43 ORCHARD RD MASHPEE MA 02649

COLLECTOR'S COPY **4th Quarter Payment**

Return This Portion With Your Payment

Bill Date	04/01/2024	Bill No. 9795		
PROPERTY DI	ESCRIPTION	43 ORCHARD RD		
PARCEL ID	CEL ID 062-0005-00			M
AMOUNT D	JE 05/01/2024	\$790.48		A

Interest at the rate of 14% per annum will accrue on overdue payments from the due date until payment is made.

> To Pay Your Bill Online: LOG ON TO: WWW.MASHPEEMA.GOV

Make Check Payable and Mail To:

TOWN OF MASHPEE OFFICE OF TAX COLLECTOR LOCKBOX **PO BOX 728** MEDFORD, MA 02155-0008

31942082024800009795600000790485



TOWN OF MASHPEE Office of the Tax Collector 16 Great Neck Road North Mashpee, MA 02649

Fiscal Year 2024 Actual Real Estate Tax Bill

REYNOLDS, SCOTT M 43 ORCHARD RD 05072 MASHPEE MA 02649 MA 02649-2904 ուղիկերկերերերերերերերերերերերերերեր

31942082024800009795600000790485

COLLECTOR'S COPY 3rd Quarter Payment

Return This Portion With Your Payment

Bill Date	12/29/2023	Bill No.	9795		
PROPERTY DESCRIPTION		43 ORCHARD RD			
PARCEL ID			062-0005-0000		
AMOUNT DUE 02/01/2024			\$790.48		

Payments made after 12/15/2023 may not be reflected on this bill. Abatement Applications are due in the Assessor's Office by: 2/1/2024

> To Pay Your Bill Online: LOG ON TO: WWW.MASHPEEMA.GOV

Make Check Payable and Mail To:

TOWN OF MASHPEE OFFICE OF TAX COLLECTOR LOCKBOX **PO BOX 728** MEDFORD, MA 02155-0008

Y

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M

THE LAW OFFICES OF JESSICA CLARKE , P.C. 5230 WASHINGTON STREET, SUITE 201 WEST ROXBURY, MASSACHUSETTS 02132 PHONE: 781-326-8280 FAX: 857-273-3044

Attorney's Opinion of Title

It is the professional opinion of the undersigned Massachusetts Attorney that as of the date of the title examination (hereby incorporated by reference)

Scott M. Reynolds and Lori A. Reynolds (DOD 12/12/2007)

is/are the title holder to the premises located at 43 Orchard Road, Mashpee, MA, 02649-2904 subject to the matters excepted by this opinion and detailed on Page No. 2, and further subject to the following matters which are specifically excluded from this opinion of title, below:

1. Building and zoning laws for the town and other governmental statutes and regulations which have not been examined;

2. All applicable health, environmental and hazardous waste rules, regulations, laws and ordinances of the municipality, state and federal jurisdiction in which the premises is located;

3. Such taxes, assessments or municipal charges that may be due and payable.

4. Persons in possession;

5. Any lien or claim, any other tax liability, or any matter of bankruptcy or insolvency that may not appear in the indices of Registry of Deeds in which the said premises are located;

6. Any set of facts or errors in description not apparent on the record that would be shown by any accurate on-site survey or which a physical inspection of the premises may disclose;

7. Matters not of record;

8. Forgeries; errors, lack of authority and omissions in the records and indices of the Registry of Deeds and relevant Registries of Probate;

9. Lack of sufficient capacity, authority or competency of grantors; including validity of any foreclosures and Trusts;

10. The following recorded easements and restrictions: Please see Page 2.

This opinion applies to the present owner only and was confined to the records of the Registry District or the Registry of Deeds in which the premises lie and to relevant records of Registries of Probate

Date: 11/28/2022

The Law Offices of Jessica Clarke, P.C.

Reviewed by: Jessica Clarke, Esq.

Voluntary Title 5 Inspection Report

Performed by Cape Septic Inspections

Cape Septic Inspections Michael Bisienere

52 Rivers End Road

Teaticket Ma. 02536

508-280-3356

Septicinspectormike@aol.com

Property Address: 43 Orchard Road Mashpee, MA 02649

On March 25^{th,} 2024 I preformed a Voluntary Title 5 Inspection. This three bedroom home has an H-10 1500 gallon septic tank with a D-box feeding a leaching field approximately 15' x 30'. At the time of the inspection the leaching was flooded and in this condition the system will not pass Title 5.

Thank you

Mike Bisienere

PHOTO GALLERY <u>43 Orchard RD., Mashpee, Ma</u>



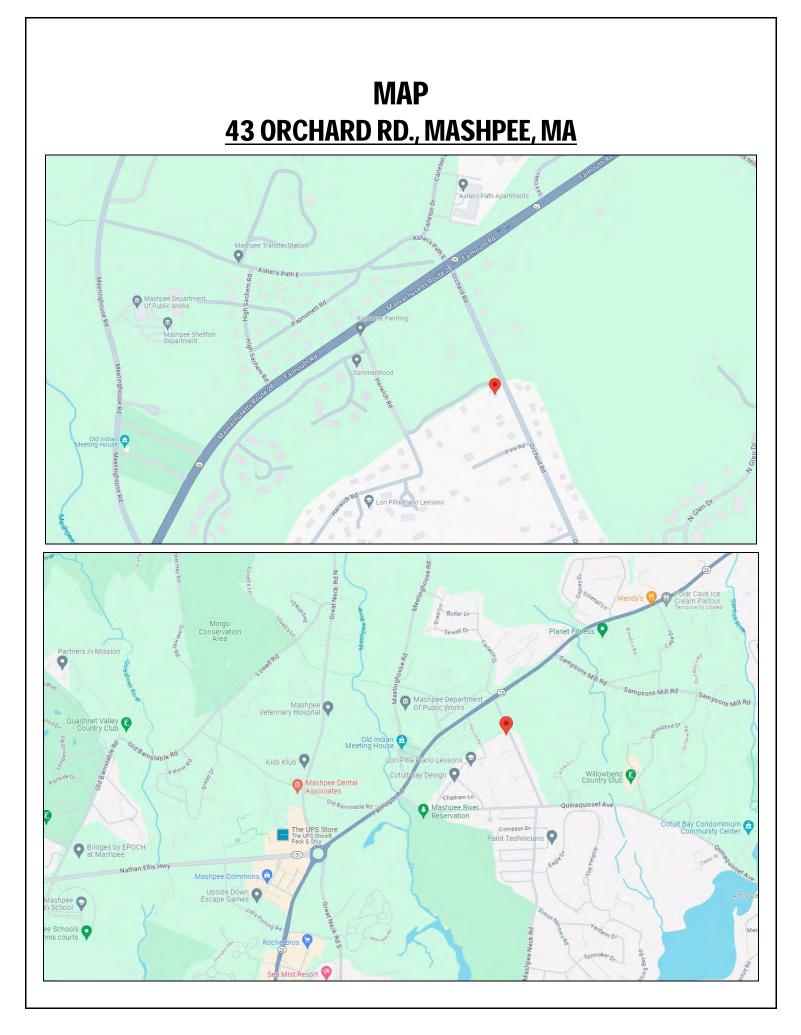














THANK YOU FOR REVIEWING THE ENTIRE PROPERTY INFORMATION PACKAGE. WE LOOK FORWARD TO SEEING YOU AT THE AUCTION. IF YOU HAVE ANY QUESTIONS PLEASE DON'T HESITATE TO CONTACT US.



Justin Manning, CAI, AARE President Phone: 800-521-0111 Fax: 508-362-1073 JJManning.com auctions@JJManning.com

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