

PROPERTY INFORMATION PACKAGE #25-2135 – 25-2140

ABSOLUTE AUCTION EVENT

6+/- VACANT RESIDENTIAL LAND PROPERTIES

On Behalf of the Town of Swansea, MA

MA Auc. Lic. #111



Selling Individually to the Highest Bidder(s), Regardless of Price

<u>0 Melrose Ave.</u> (Map 80, Lots 9 & 9A) .86+/- ac.
<u>0 Milne Ave.</u> (Map 50, Lot 88) .26+/- ac.
<u>0 Wesley Ave.</u> (Map 49, Lots 99 & 100) .52+/- ac.
<u>0 Rhinecliffe Rd.</u> (Map 67, Lot 30) .17+/- ac.
<u>0 Neponset St.</u> (Map 67, Lot 123) .14+/- ac.
<u>0 Wilder St.</u> (Map 46, Lot 50) .14+/- ac.

THURSDAY, JUNE 26 @ 11AM

AUCTION LOCATION:

Swansea Council on Aging 260 Ocean Grove Ave., Swansea, MA

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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.



ABSOLUTE AUCTION EVENT

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On Behalf of the Town of Swansea, MA
Selling Individually to the Highest Bidder(s), Regardless of Price
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<u>0 Melrose Ave.</u> (Map 80, Lots 9 & 9A) .86+/- ac. [\$5,000*]
<u>0 Milne Ave.</u> (Map 50, Lot 88) .26+/- ac. [\$5,000*]
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<u>0 Rhinecliffe Rd.</u> (Map 67, Lot 30) .17+/- ac. [\$5,000*]
<u>0 Neponset St.</u> (Map 67, Lot 123) .14+/- ac. [\$2,500*]
<u>0 Wilder St.</u> (Map 46, Lot 50) .14+/- ac. [\$2,500*]

THURSDAY, JUNE 26 @ 11AM

AUCTION LOCATION: Swansea Council on Aging - 260 Ocean Grove Ave.

<u>Terms of Sale:</u> 10% certified deposit based on high bid of which \$5,000 or \$2,500 minimum per property as specified above* in certified or bank check with remainder of 10% by personal check due at the auction. Balance in 30 days.

- <u>A.</u> Make the certified and bank deposit checks payable to yourself. If you are the successful bidder, you will endorse the check to Treasurer of the Town of Swansea, Escrow Agent.
- <u>B.</u> Closing will take place on or before Friday, July 25, 2025 (30 days from the auction) unless otherwise agreed upon by Seller, in writing.
- <u>C.</u> A Buyer's Premium of FIVE PERCENT (5%) 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." must rely on your own inspection and judgment when bidding on this property.
- <u>E.</u> 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>F.</u> The property is being sold "Absolute" to the high bidder regardless of price.
- <u>G.</u> The property is <u>NOT</u> being sold with a financing contingency. We recommend that you prequalify yourself with your lending institution before bidding at the auction sale. This will allow you to bid with confidence!
- <u>H.</u> Other terms, if any, to be announced at the auction sale.



There will be a Buyer's Premium of 5% added to the high bid. The total of the high bid plus the 5% Buyer's Premium shall constitute the Contract Sales Price.

EXAMPLE:

Bid Price: \$100,000.00

Add 10% Buyer's Premium: \$ 5,000.00

Contract sales price: **\$105,000.00**

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

ABSOLUTE AUCTION EVENT

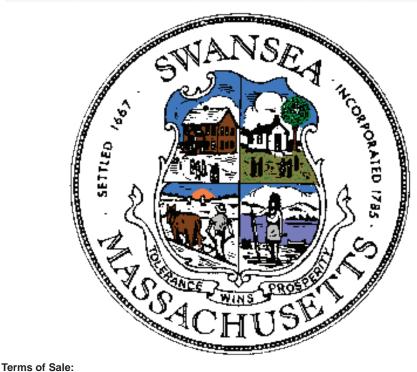
Thursday, June 26 at 11 am Council on Aging 260 Ocean Grove Ave, Swansea, MA

Auction Site: Swansea, MA

On Behalf of the Town of Swansea, MA

6± VACANT RESIDENTIAL LAND **PROPERTIES**

Auc Ref	Street	Parcel ID(s)	± Acre	± SF	Zoning	Assessment	*Certified Amount of 10% Deposit
25-2135	0 Melrose Ave	80-9, 80-9A	0.86	37,237	RR	\$101,000	\$5,000
25-2136	0 Milne Ave	50-88	0.26	11,250	RR	\$129,000	\$5,000
25-2137	0 Wesley Ave	49-99, 49-100	0.52	17,500	RR	\$160,000	\$5,000
25-2138	0 Rhinecliffe Rd	67-30	0.17	7,300	RR	\$133,000	\$5,000
25-2139	0 Neponset St	67-123	0.14	6,000	RR	\$71,000	\$2,500
25-2140	0 Wilder St	46-50	0.14	6,098	RR	\$16,000	\$2,500



Each Auction Number Selling to the Highest Bidder, Regardless of Price



Property Information & Full Terms at:

JJManning.com 800.521.0111

179 Old King's Hwy, Yarmouth Port, MA 02675









10% certified deposit based on high bid of which \$5,000 or \$2,500 minimum per property* as specified in chart above in certified or bank check with remainder of 10% by personal check at the auction. Certified or bank checks should be made out to your own name as payee. Balance in 30 days. 5% 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 statements made. JJManning Auctioneers is acting exclusively on behalf of Seller in this transaction

MA Auc Lic 111 • MA Broker Lic 5850 Brochure 1840 • Ref 25-2135 to 25-2140

Auction Ref: 25-2135 O MELROSE AVE., SWANSEA, MA

Purchase and Sales - Map 80 Lots 9 and 9A (Melrose Ave.)

<u>Information and Definitions</u>

1.

(a)	DATE OF AGREEMENT:	June 26, 2025
(b)	PREMISES:	A parcel of land, with any improvements located thereon, Map 80 Lots 9 and 9A (Melrose Ave.).
(c)	SELLER:	Town of Swansea, acting by and through its Board of Selectmen
	Address:	Swansea Town Hall, 81 Main Street, Swansea, MA 02777
	Seller's Attorney:	Anthony C. Savastano, Esq.
	Address:	Anthony C. Savastano, Attorney-At-Law 404 County Street New Bedford, MA 02740
	Phone:	(508) 992-7000 Fax: (508) 984-1492
(d)	BUYER:	
(e)	Address:	
	Buyer's Attorney:	
	Address:	
	Phone:	Fax:
(f)	CLOSING DATE:	2025 at Noon.
(g)	PLACE:	Fall River Registry of Deeds, or a closing by mail, at Seller's election.
(h)	TITLE:	Quitclaim Deed

Town of Swansea Disposition of Property - Map 80 Lots 9 and 9A (Melrose Ave.)

- 2. <u>COVENANT</u>. Seller agrees to sell and Buyer agrees to buy the Premises upon the terms hereinafter set forth.
- 3. <u>BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES</u>. Included in the sale as a part of said Premises are the buildings, structures, improvements now thereon, and the fixtures belonging to the Seller.
- 4. <u>TITLE DEED</u>. Said Premises are to be conveyed by a quitclaim deed running to Buyer, 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 a 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; and
 - (e) Easements, restrictions, and reservations of record, if any.

PURCHASE PRICE	. The agreed	purchase 1	price f	for said	Premises	is
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	Dollars (\$) of which
\$	was paid upon Buyer's on June 26, 2025 as a bid deposit;
\$	shall be paid today, which, together with the bid deposit of
	, shall constitute 10% of the Purchase Price for th
	Premises, and together shall be the deposit under this Agreement; and
\$	are to be paid at the time of delivery of the deed by certified, or bank check
	or by wire transfer, at Seller's discretion
\$	TOTAL
A separate 5% bu	yers' premium in the amount of \$ is due at time of closing.

- 6. <u>PLAN</u>. If Buyer desires a plan of the Premises, Buyer shall, at its sole cost and expense, prepare a survey plan in form adequate for recording or registration.
- 7. <u>POSSESSION AND DELIVERY OF PREMISES</u>. Full possession of said Premises free of all tenants and occupants, 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 and damage by casualty excepted, and (b) in compliance with provisions of any instrument referred to in Section 4 hereof. 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 Section.
- 8. <u>EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM</u>. If 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

Town of Swansea

Disposition of Property - Map 80 Lots 9 and 9A (Melrose Ave.)

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 Seller elects, in its sole discretion, 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 Seller shall give written notice thereof to Buyer at or before the time for performance hereunder. In no event, however, shall reasonable efforts require Seller to expend more than \$500, including attorneys' fees. Seller's obligations hereunder are subject to the availability and appropriation of funds to fulfill Seller's obligations.

FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM.

If at the expiration of the extended time 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, 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.

10. BUYER'S ELECTION TO ACCEPT TITLE.

Buyer shall have the election, at either the original or any extended time for performance, to accept such title as Seller can deliver to the said Premises in their then condition and to pay therefore the purchase price, without deduction, in which case Seller shall convey such title.

11. USE OF MONEY TO CLEAR TITLE.

To enable Seller to make conveyance as herein provided, 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 in accordance with customary Massachusetts conveyancing practices.

12. ACCEPTANCE OF DEED

The acceptance of a deed by Buyer 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. ADJUSTMENTS.

A payment in lieu of taxes shall be paid in accordance with G.L.c. 44, §63A, as of the day of performance of this Agreement and the net amount thereof shall be added to the purchase price payable by Buyer at the time of delivery of the deed.

- 14. <u>DEPOSIT</u>. All deposits made hereunder shall be held in escrow by the Treasurer of the Town of Swansea as escrow agent, in a non-interest bearing account, 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 Seller and Buyer.
- 15. <u>BUYER'S DEFAULT</u>; <u>DAMAGES</u>. If Buyer shall fail to fulfill Buyer's agreements herein, all deposits made hereunder by Buyer shall be retained by Seller as Seller's sole and exclusive remedy at law and equity for Buyer's breach of this Agreement. The parties acknowledge and agree that Seller has no adequate remedy in the event of Buyer's default

under this Agreement because it is impossible to exactly calculate the damages which would accrue to Seller in such event. Therefore, acknowledging this fact, the parties agree that: (i) the deposit hereunder is the best estimate of such damages which would accrue to Seller in the event of Buyer's default, (ii) said deposit represents damages and not a penalty against Buyer, and (iii) the parties have been afforded the opportunity to consult an attorney with regard to the provisions of this Section.

- 16. <u>LIABILITY OF SHAREHOLDER, TRUSTEE, FIDUCIARY</u>. If Seller or Buyer executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither Seller or Buyer so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
- 17. <u>BROKERS</u>. Buyer represents and warrants to the Seller that Buyer has not contacted any real estate broker in connection with this transaction and was not directed to the other as a result of any services or facilities of any real estate broker. Buyer agrees to defend and indemnify the other against and hold the other harmless from any claim, loss, damage, costs or liabilities for any brokerage commission or fee which may be asserted against the Seller by any broker in connection with this transaction. The provisions of this Section shall survive the delivery of the deed.
- 18. <u>CONTINGENCIES</u>. The obligations of the parties are contingent upon the satisfaction of each of the following conditions:
 - (a) Buyer shall have complied with the disclosure provisions of G.L. c.7C, §38, and Seller and Buyer agree to diligently pursue full compliance with said statute. Seller shall prepare and file all required statements;
 - (b) Compliance with the provisions of G.L. c.30B, §16;
 - (c) Compliance with any other requirements of the Massachusetts General or Special Laws relative to the sale of property by Seller.
- 19. <u>AFFIDAVITS</u>. At the time of delivery of the deed, Seller shall execute and deliver all the usual and customary affidavits required by Buyer's attorney or Buyer's lender's attorney, including but not limited to a statement under oath to any title insurance company issuing a policy to Buyer and/or Buyer's mortgagee to the effect that: (1) there are no tenants, lessees or parties in possession of the Premises, except as noted herein, or mechanics liens encumbering the Premises; and (2) that Seller is not a foreign person subject to the withholding provisions of the Internal Revenue Code of 1986, as amended (FIRPTA).

20. HAZARDOUS MATERIALS.

Buyer acknowledges that Buyer has not been influenced to enter into this transaction and that Buyer has not relied upon any warranties or representations not set forth in this Agreement. Buyer represents and warrants that it or its agents have conducted a full inspection of the Premises, and based upon Buyer's investigation, Buyer is aware of the condition of the Premises and will accept the Premises "AS IS", subject to Buyer's right to terminate this Agreement under Section 21. Buyer acknowledges that Seller has no responsibility for hazardous waste, oil, hazardous material or hazardous substances, as those terms are defined by any applicable law, rule or regulation, including, without limitation, the Massachusetts Oil and Hazardous Materials Release Prevention and Response Act, M.G. L. c. 21E, the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. and the Resource Conservation and Recovery Act, as amended,

Town of Swansea

Disposition of Property - Map 80 Lots 9 and 9A (Melrose Ave.)

42 U.S.C. §§ 6901 et seq. (herein collectively referred to as "Hazardous Materials") on, in, under or emitting from the Premises or for any other condition or defect on the Premises, and shall defend, indemnify and hold harmless Seller form any and all losses, damages, costs, claims, fines, expenses and liabilities relating to said Hazardous Materials. The provisions of this Section shall survive delivery of the deed.

21. <u>CONDITION OF PREMISES</u>.

Seller agrees to deliver the Premises at the time of delivery of Seller's deed in a condition substantially similar to its condition at the time of the signing of this Agreement, removing all of Seller's personal property therefrom which is not being sold to Buyer, or left for its benefit, as consented to by it. Until the delivery of the deed, Seller shall maintain insurance on the Premises as presently insured.

- 22. <u>CASUALTY; CONDEMNATION</u>. Notwithstanding anything herein to the contrary, in the event that all or a substantial part of the Premises is damaged or destroyed by fire, vandalism or other casualty (and such fire, vandalism or other casualty is not the result of the negligence of Buyer, or its agents, employees, contractors and invitees), or in the event of a taking of all or substantially all of the Premises by eminent domain by an entity other than Seller, Seller or Buyer, may, at its option, terminate this Agreement, whereupon all deposits made by Buyer under this Agreement shall be returned. "Substantial part" shall be defined as that portion of the Premises which if damaged or taken by eminent domain would materially and adversely affect the use of the Premises for the purposes set forth herein.
- 23. <u>ASSIGNMENT</u>. Buyer shall not assign this Agreement or any of its rights hereunder without prior written consent of Seller, which may be withheld in Seller's sole and absolute discretion.
- 24. <u>TITLE OR PRACTICE STANDARDS</u>. Any matter or practice arising under or relating to this Agreement which is the subject of a title standard or a practice standard of the Massachusetts Real Estate Bar Association at the time for delivery of the deed shall be covered by said title standard or practice standard to the extent applicable.
- 25. <u>CLOSING</u>. The deed and other documents required by this Agreement are to be delivered and the Purchase Price paid at the Date and Time of Closing and at the Place of Closing. Unless the Closing takes place at the appropriate Registry of Deeds, all documents and funds are to be delivered in escrow subject to prompt rundown of title and recording, which term shall include registration in the case of registered land.
 - 26. <u>BUYER'S WARRANTIES</u>. Buyer hereby represents and warrants:
 - (a) This Agreement and all documents to be executed by Buyer and delivered to Buyer at the closing are, or at the time of the closing will be, duly authorized, executed and delivered by Buyer.
 - (b) Buyer hereby acknowledges and agrees that, except for the representations and warranties of Seller expressly set forth in this Agreement, Buyer has not relied upon nor been induced by any representations, warranties, guarantees, promises or statements, whether written or oral, express or implied, or whether made by Seller or any employee or representative of Seller.

mailed by certified mail, return	when sent by Federal Express or other similar courier service, or (c) when a receipt requested, or (d) confirmed facsimile transmission (provided such llowed by other acceptable means of sending notice), addressed in the case of:
Seller:	Board of Selectmen c/o Office of Town Administrator Swansea Town Hall 81 Main Street Swansea, MA 02777
With a copy to:	Anthony C. Savastano, Esq. Anthony C. Savastano Attorney-At-Law, P.C 404 Country Street New Bedford, MA 02740
In the case of Buyer:	
With a copy to:	

NOTICE. Any notice required or permitted to be given under this Agreement shall be in

writing and signed by the party or the party's attorney or agent and shall be deemed to have been given: (a)

By such notice, either party may notify the other of a new address, in which case such new address shall be employed for all subsequent deliveries and mailings.

- 28. <u>SELLER DEFAULT</u>. In the event that Seller defaults under this Agreement, Buyer shall be entitled to terminate this Agreement and receive a refund of the deposit. The foregoing shall be Buyer's sole and exclusive remedy at law and in equity for any breach of this Agreement by Seller.
- 29. <u>POST CLOSING COMPLIANCE AND ADJUSTMENTS</u>. If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice hereof is given within six (6) months of the date of the delivery of the deed to the party to be charged, then such party agrees to make a payment to correct the error or omission. This provision shall survive delivery of the Deed.

Town of Swansea
Disposition of Property - Map 80 Lots 9 and 9A (Melrose Ave.)

27.

- 30. <u>EXTENSIONS</u>. Buyer and Seller hereby authorize their respective attorneys (as the case may be) to execute on their behalf any extensions to the time for performance and any change of location and/or time for delivery of the deed. Buyer and Seller shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge before the execution or other consent to such extensions that either party has disclaimed the authority granted herein to bind them. For purposes of this Agreement, facsimile signatures shall be construed as original.
- 31. <u>CONSTRUCTION</u>. This instrument is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both Seller and 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.
- 32. <u>GOVERNING LAW</u>. This Agreement shall be governed exclusively by the provisions of the laws of the Commonwealth of Massachusetts, and any actions, suits or other claims pertaining or relating to this Agreement shall be brought within the courts of Massachusetts.
- 33. <u>SEPTIC SYSTEM.</u> The subsurface sewage disposal system currently serving the Premises may not comply with the requirements of Title 5 of the State Environmental Code. The Buyer agrees to purchase the Premises "AS IS" with respect to the subsurface sewage disposal system. The Premises is conveyed subject to the condition that the Buyer shall have compliant Title 5 Inspection completed within six (6) months of purchase. The Buyer will then, if necessary, upgrade the sewage disposal system to be compliant with Title 5 of the State Environmental Code, and further shall comply with any and all rules and regulations of the Massachusetts Department of Environmental Protection and the Swansea Board of Health applicable to the Premises. The provisions of this Section shall survive delivery of the deed.

[signature page follows]

In Witness Thereof, the parties sign that sign the parties sign the partie	d	
Seller: Town of Swansea,	Buyer:	
By it Town Administrator		

0 MELROSE AVENUE Plat/Block/Lot: 080.0/ 0009/ 0000.0// State Use 9360 Bldg Name Property Location Vision ID 61566 Account # 292080000090000 Blda # 1 Sec # 1 of 1 Card # 1 of 1 Print Date 12/21/2024 3:09:14 A Ownership / Mailing Address Topography Utilities Street Location Current Assessment 4 Two-Way Description Code Appraised Assessed 718 **TOWN OF SWANSEA** 1 Paved 2 Public Water EXM LAND 9360 12,000 12.000 2 Light (LABONTE JULIA (TAX TITLE)) Supplemental Data Community Data SWANSEA, MA **81 MAIN STREET** 292/0800-0009-00000 Alt Prcl ID Voting District Subdivisio 80/9 School Distric Tax Class: E Trash Day: **SWANSEA** MA 02777-4699 Total Finis 0 Yard Waste D Total Acres .069 Owner Occup Chapter La GIS ID M 223988 834032 Assoc Pid# 12.000 Total 12.000 Ownership History Date of Sale Sale Price VC Book Page Q/U V/I Assessment History Code Assessed Assessed Code Assessed Year Year Code Year TOWN OF SWANSEA 2018 U V 0 1N 0290 09-29-1988 2025 9360 12,000 2024 9360 12,000 2023 9360 8,600 8.600 Totals: 12.000 Previous Total 12.000 Previous Total Exemptions Other Assessments This signature acknowledges a visit by a Data Collector or Assessor Year: Code: Description Amount: Code Description Number Amount Comm Int Appraised Value Summary Appraised Bldg. Value (Card) Total 0.00 Assessing Neighborhood Appraised Xf (B) Value (Bldg) 0 Nbhd Nbhd Name Block Tracing Batch 0 Appraised Ob (B) Value (Bldg) **RES** 0001 12,000 Appraised Land Value (Bldg) Notes (Continued) Notes Special Land Value **CORNER TAFT - PAPER ST** Total Appraised Parcel Value 12.000 Valuation Method С ASSOC PAR 1:00080/0009/ Α Parcel Status **Total Appraised Parcel Value** 12,000 Building / Plumbing / Electrical / Mechanical / Demo Permits Visit History Issue Date Purpost/Result Permit Id Type Description Amount Insp Date % Comp Date Comp Comments Visit Date: ld Cd 06-20-2016 MP 20 Field Review 09-06-2013 MP 20 Field Review MMM 20 Field Review 10-21-2010 Land Pricing В Zone Land Units Unit Price Nbhd. Nbhd. Adi Adi Unit Pric Land Value Use Code Description District Size Adi. Site Index Cond Notes Location Adjustment 9360 VAC TAX TAKIN RR WD 0.070 AC 5 1.000 180.679.00 9.24179 0.10 07 1.0000 166.983.53 12.000 Total Card Land Units 0.0700 AC Parcel Total Land Area: 0.0700 Total Land Value 12,000

0 MELROSE AVENUE 080.0/0009/0000.0// State Use 9360 Property Location Map ID Bldg Name Vision ID 61566 Account # 292080000090000 Bldg # 1 Sec # 1 of 1 Card # 1 of 1 Print Date 12/21/2024 3:09:14 A Sketch **Building Detail** Building Detail (Continued) Element Code: Description Element Code: Description Foundation: Style: 99 Vacant Land Model 00 Foundation Con Vacant Grade: Bsmt Garage: Stories: Land Use Percentage Occupancy: Description Primary Siding: Code Percentage 9360 VAC TAX TAKING M00 100 Secondary Sidi 0 Roof Structure: 0 Roof Cover: Cost / Market Valuation Primary Walls: Secondary Wall RCN Primary Floors: Secondary Floo Heat Fuel: No Sketch Year Built: Heat Type: Effective Year Built lo Cooling Type: **Overall Condition:** Rooms: Remodel Rating Bedrooms: Year Remodeled: Bathroom(s): Depreciation % Half Bathroom(Obsolescence Functional: Bath Style: Obsolescence External: Jacuzzi: Trend Factor 1.000 Extra Fixtures: **Condition** Kitchen Style: **Condition %** Extra Kitchen(s) Percent Good Fireplace(s): RCNLD Gas Fireplace(s Dep % Ovr Extra Opening(Dep Ovr Comment Basement: Misc Imp Ovr FBM Sq. Feet: Misc Imp Ovr Comment FBM Quality: Cost to Cure Ovr Foundation: Cost to Cure Ovr Comment Outbuildings and Yard Items - Extra Building Features Code Description L/B Units Unit Price Yr Blt Condition % Gd Grade Grade Adj. Appr. Value **Building Sub-Area & Summary** Code Description GLA Gross Area Net Area Unit Cost Undeprec Value Total Gross Living Area / Lease Area 0 0 0 0

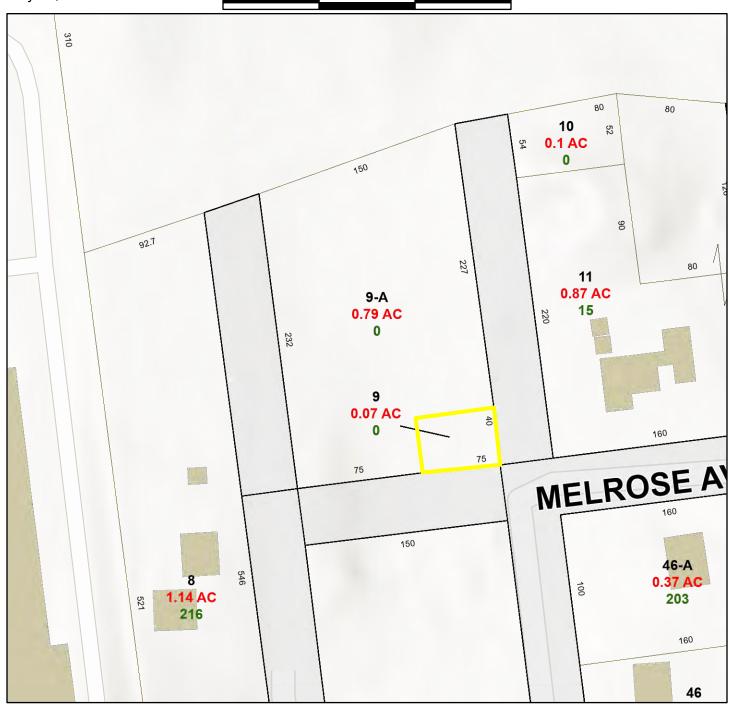


Town of Swansea, MA 1 inch = 71 Feet



www.cai-tech.com





CAI Town Line	Common Ownership	 Leader Lines
Property Line	Tieline	Buildings (MassGIS)
Public Road	OthLeg - Easements	Right of Ways





Aerial

Town of Swansea, MA 1 inch = 71 Feet



www.cai-tech.com

May 27, 2025 0 71 142 213



CAI Town Line	—— Tieline
Property Line	OthLeg - Easements
Public Road	Leaders
Common Ownership	

Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

Zoning CAI Technologies Practision Manning, Geospatial Solutions. Town of Swansea, MA 1 inch = 71 Feetwww.cai-tech.com 71 213 May 27, 2025 80 80 10 52 0.1 AC 150 90 2.7 227 11 0.87 AC 9-A 15 0.79 AC 130 9 Rural/Residential 40 MELROSE AVENUE 75 75 150 100 46-A 0.37 AC 100 1.14 AC 203 216 160 80 46

100

0.29 AC

197

160

CAI Town Line	Tieline	Right of Ways
Property Line	OthLeg - Easements	Rural/Residential (RR)
Public Road	Leader Lines	
Common Ownership	Buildings (MassGIS)	

60

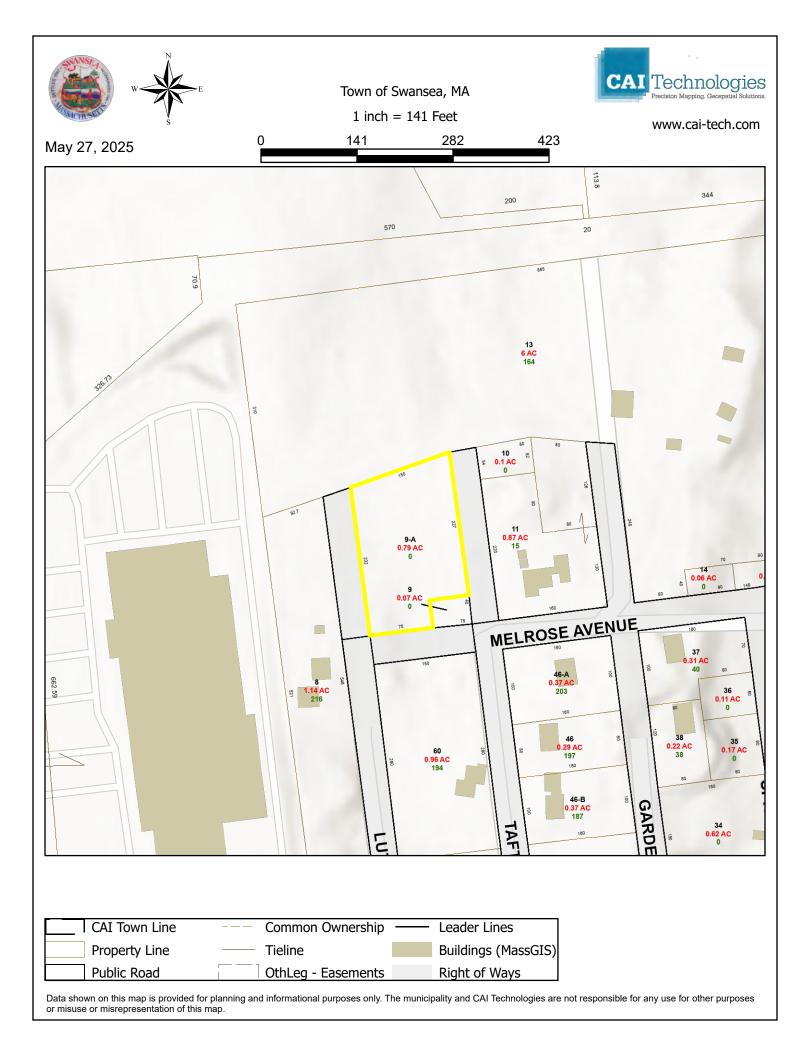
0.96 AC

194

Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

0 MELROSE AVENUE Plat/Block/Lot: 080.0/ 0000/ 0009.A// State Use 9360 Bldg Name Property Location Vision ID 61550 Account # 292080000000009 Blda # 1 Sec # 1 of 1 Card # 1 of 1 Print Date 12/21/2024 3:07:27 A Ownership / Mailing Address Topography Utilities Street Location Current Assessment 4 Two-Way Description Code Appraised Assessed 718 **TOWN OF SWANSEA** 1 Paved 2 Public Water EXM LAND 9360 89.000 89.000 2 Light (LABONTE JULIA (TAX TITLE)) Community Data Supplemental Data SWANSEA, MA **81 MAIN STREET** 292/0800-0000-0009A Alt Prcl ID Voting District 80/-9-A School Distric Subdivisio Trash Day: Tax Class: E **SWANSEA** MA 02777-4699 Total Finis 0 Yard Waste D Total Acres .789 Owner Occup Chapter La GIS ID M 223969 834062 Assoc Pid# 89.000 Total 89,000 Ownership History Date of Sale Sale Price VC Book Page Q/U V/I Assessment History Code Assessed Assessed Code Assessed Year Year Code Year TOWN OF SWANSEA 0000 Q V 0 00 0000 01-01-1900 2025 9360 89,000 2024 9360 89,000 2023 9360 65,200 65.200 Totals: 89.000 Previous Total 89.000 Previous Total Exemptions Other Assessments This signature acknowledges a visit by a Data Collector or Assessor Year: Code: Description Amount: Code Description Number Amount Comm Int Appraised Value Summary Appraised Bldg. Value (Card) Total 0.00 Assessing Neighborhood Appraised Xf (B) Value (Bldg) 0 Nbhd Nbhd Name Block Tracing Batch 0 Appraised Ob (B) Value (Bldg) **RES** 0001 89,000 Appraised Land Value (Bldg) Notes Notes (Continued) Special Land Value Total Appraised Parcel Value 89.000 Valuation Method С ASSOC PAR 1:00080/0009/A Α Parcel Status **Total Appraised Parcel Value** 89,000 Building / Plumbing / Electrical / Mechanical / Demo Permits Visit History Issue Date Purpost/Result Permit Id Type Description Amount Insp Date % Comp Date Comp Comments Visit Date: Id Cd 06-10-2016 MP 20 Field Review Land Pricing В Use Code Zone Land Units Unit Price | Size Adi. Cond Nbhd. Nbhd. Adi Adi Unit Pric Land Value Description District Site Index Location Adjustment Notes 9360 VAC TAX TAKIN RR WD 0.690 AC 5 1.000 PAPER 180.679.00 1.41038 0.50 07 127.414.83 88.000 1.0000 VAC TAX TAKIN RR WD 0.100 AC 8,000.00 | 1.00000 0 07 9360 1.00 1.000 1.0000 8,000 1,000 Total Card Land Units 0.7900 AC Parcel Total Land Area: 0.7900 Total Land Value 89,000

0 MELROSE AVENUE 080.0/0000/0009.A// State Use 9360 Property Location Map ID Bldg Name Vision ID 61550 Account # 292080000000009 Blda # 1 Sec # 1 of 1 Card # 1 of 1 Print Date 12/21/2024 3:07:27 A Sketch **Building Detail** Building Detail (Continued) Element Code: Description Element Code: Description Foundation: Style: 99 Vacant Land Model 00 Foundation Con Vacant Grade: Bsmt Garage: Stories: Land Use Percentage Occupancy: Description Primary Siding: Code Percentage 9360 VAC TAX TAKING M00 100 Secondary Sidi 0 Roof Structure: 0 Roof Cover: Cost / Market Valuation Primary Walls: Secondary Wall RCN Primary Floors: Secondary Floo Heat Fuel: No Sketch Year Built: Heat Type: Effective Year Built lo Cooling Type: **Overall Condition:** Rooms: Remodel Rating Bedrooms: Year Remodeled: Bathroom(s): Depreciation % Half Bathroom(Obsolescence Functional: Bath Style: Obsolescence External: Jacuzzi: Trend Factor 1.000 Extra Fixtures: **Condition** Kitchen Style: **Condition %** Extra Kitchen(s) Percent Good Fireplace(s): RCNLD Gas Fireplace(s Dep % Ovr Extra Opening(Dep Ovr Comment Basement: Misc Imp Ovr FBM Sq. Feet: Misc Imp Ovr Comment FBM Quality: Cost to Cure Ovr Foundation: Cost to Cure Ovr Comment Outbuildings and Yard Items - Extra Building Features Code Description L/B Units Unit Price Yr Blt Condition % Gd Grade Grade Adj. Appr. Value **Building Sub-Area & Summary** Code Description GLA Gross Area Net Area Unit Cost Undeprec Value Total Gross Living Area / Lease Area 0 0 0 0







Aerial

Town of Swansea, MA 1 inch = 71 Feet



213

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May 27, 2025 0 71



CAI Town Line	Tieline
Property Line	OthLeg - Easements
Public Road	Leaders
Common Ownership	

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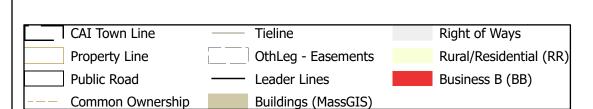
Zoning CAI Technologies Town of Swansea, MA 1 inch = 141 Feet423 141 May 27, 2025 **Rural/Residential** MELROSE AVENUE

www.cai-tech.com

46-B 0.37 AC 187

TAFT AVENUE

GARDEN AVENUE



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LUTHER AVENU

7 0.5 AC

Auction Ref: 25-2136 O MILNE AVE., SWANSEA, MA

Purchase and Sales - Map 50, Lot 88 (Milne Avenue)

(a)	DATE OF AGREEMENT:	June 26, 2025
(b)	PREMISES:	A parcel of land, with any improvements located thereon, Map 50, Lot 88 (Milne Avenue).
(c)	SELLER:	Town of Swansea, acting by and through its Board of Selectmen
	Address:	Swansea Town Hall, 81 Main Street, Swansea, MA 02777
	Seller's Attorney:	Anthony C. Savastano, Esq.
	Address:	Anthony C. Savastano, Attorney-At-Law 404 County Street New Bedford, MA 02740
	Phone:	(508) 992-7000 Fax: (508) 984-1492
(d)	BUYER:	
(e)	Address:	
	Buyer's Attorney:	
	Address:	
	Phone:	Fax:
(f)	CLOSING DATE:	<u>2025</u> at Noon.
(g)	PLACE:	Fall River Registry of Deeds, or a closing by mail, at Seller's election.
(h)	TITLE:	Quitclaim Deed

Town of Swansea Disposition of Property - Map 50, Lot 88 (Milne Avenue)

1.

<u>Information and Definitions</u>

- 2. <u>COVENANT</u>. Seller agrees to sell and Buyer agrees to buy the Premises upon the terms hereinafter set forth.
- 3. <u>BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES</u>. Included in the sale as a part of said Premises are the buildings, structures improvements now thereon, and the fixtures belonging to the Seller.
- 4. <u>TITLE DEED</u>. Said Premises are to be conveyed by a quitclaim deed running to Buyer, 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 a 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; and
 - (e) Easements, restrictions, and reservations of record, if any.

PURCHASE PRICE	. The agreed	purchase 1	price f	for said	Premises	is
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	Dollars (\$) of which
\$	was paid upon Buyer's on June 26, 2025 as a bid deposit;
\$	shall be paid today, which, together with the bid deposit of
	, shall constitute 10% of the Purchase Price for th
	Premises, and together shall be the deposit under this Agreement; and
\$	are to be paid at the time of delivery of the deed by certified, or bank check
	or by wire transfer, at Seller's discretion
\$	TOTAL
A separate 5% bu	yers' premium in the amount of \$ is due at time of closing.

- 6. <u>PLAN</u>. If Buyer desires a plan of the Premises, Buyer shall, at its sole cost and expense, prepare a survey plan in form adequate for recording or registration.
- 7. <u>POSSESSION AND DELIVERY OF PREMISES</u>. Full possession of said Premises free of all tenants and occupants, 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 and damage by casualty excepted, and (b) in compliance with provisions of any instrument referred to in Section 4 hereof. 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 Section.
- 8. <u>EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM</u>. If 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

Town of Swansea

Disposition of Property - Map 50, Lot 88 (Milne Avenue)

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 Seller elects, in its sole discretion, 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 Seller shall give written notice thereof to Buyer at or before the time for performance hereunder. In no event, however, shall reasonable efforts require Seller to expend more than \$500, including attorneys' fees. Seller's obligations hereunder are subject to the availability and appropriation of funds to fulfill Seller's obligations.

FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM.

If at the expiration of the extended time 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, 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.

10. BUYER'S ELECTION TO ACCEPT TITLE.

Buyer shall have the election, at either the original or any extended time for performance, to accept such title as Seller can deliver to the said Premises in their then condition and to pay therefore the purchase price, without deduction, in which case Seller shall convey such title.

11. USE OF MONEY TO CLEAR TITLE.

To enable Seller to make conveyance as herein provided, 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 in accordance with customary Massachusetts conveyancing practices.

12. ACCEPTANCE OF DEED

The acceptance of a deed by Buyer 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. <u>ADJUSTMENTS</u>.

A payment in lieu of taxes shall be paid in accordance with G.L.c. 44, §63A, as of the day of performance of this Agreement and the net amount thereof shall be added to the purchase price payable by Buyer at the time of delivery of the deed.

- 14. <u>DEPOSIT</u>. All deposits made hereunder shall be held in escrow by the Treasurer of the Town of Swansea as escrow agent, in a non-interest bearing account, 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 Seller and Buyer.
- 15. <u>BUYER'S DEFAULT; DAMAGES</u>. If Buyer shall fail to fulfill Buyer's agreements herein, all deposits made hereunder by Buyer shall be retained by Seller as Seller's sole and exclusive remedy at law and equity for Buyer's breach of this Agreement. The parties acknowledge and agree that Seller has no adequate remedy in the event of Buyer's default

under this Agreement because it is impossible to exactly calculate the damages which would accrue to Seller in such event. Therefore, acknowledging this fact, the parties agree that: (i) the deposit hereunder is the best estimate of such damages which would accrue to Seller in the event of Buyer's default, (ii) said deposit represents damages and not a penalty against Buyer, and (iii) the parties have been afforded the opportunity to consult an attorney with regard to the provisions of this Section.

- 16. <u>LIABILITY OF SHAREHOLDER, TRUSTEE, FIDUCIARY</u>. If Seller or Buyer executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither Seller or Buyer so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
- 17. <u>BROKERS</u>. Buyer represents and warrants to the Seller that Buyer has not contacted any real estate broker in connection with this transaction and was not directed to the other as a result of any services or facilities of any real estate broker. Buyer agrees to defend and indemnify the other against and hold the other harmless from any claim, loss, damage, costs or liabilities for any brokerage commission or fee which may be asserted against the Seller by any broker in connection with this transaction. The provisions of this Section shall survive the delivery of the deed.
- 18. <u>CONTINGENCIES</u>. The obligations of the parties are contingent upon the satisfaction of each of the following conditions:
 - (a) Buyer shall have complied with the disclosure provisions of G.L. c.7C, §38, and Seller and Buyer agree to diligently pursue full compliance with said statute. Seller shall prepare and file all required statements;
 - (b) Compliance with the provisions of G.L. c.30B, §16;
 - (c) Compliance with any other requirements of the Massachusetts General or Special Laws relative to the sale of property by Seller.
- 19. <u>AFFIDAVITS</u>. At the time of delivery of the deed, Seller shall execute and deliver all the usual and customary affidavits required by Buyer's attorney or Buyer's lender's attorney, including but not limited to a statement under oath to any title insurance company issuing a policy to Buyer and/or Buyer's mortgagee to the effect that: (1) there are no tenants, lessees or parties in possession of the Premises, except as noted herein, or mechanics liens encumbering the Premises; and (2) that Seller is not a foreign person subject to the withholding provisions of the Internal Revenue Code of 1986, as amended (FIRPTA).

20. HAZARDOUS MATERIALS.

Buyer acknowledges that Buyer has not been influenced to enter into this transaction and that Buyer has not relied upon any warranties or representations not set forth in this Agreement. Buyer represents and warrants that it or its agents have conducted a full inspection of the Premises, and based upon Buyer's investigation, Buyer is aware of the condition of the Premises and will accept the Premises "AS IS", subject to Buyer's right to terminate this Agreement under Section 21. Buyer acknowledges that Seller has no responsibility for hazardous waste, oil, hazardous material or hazardous substances, as those terms are defined by any applicable law, rule or regulation, including, without limitation, the Massachusetts Oil and Hazardous Materials Release Prevention and Response Act, M.G. L. c. 21E, the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. and the Resource Conservation and Recovery Act, as amended,

Town of Swansea

Disposition of Property - Map 50, Lot 88 (Milne Avenue)

42 U.S.C. §§ 6901 et seq. (herein collectively referred to as "Hazardous Materials") on, in, under or emitting from the Premises or for any other condition or defect on the Premises, and shall defend, indemnify and hold harmless Seller form any and all losses, damages, costs, claims, fines, expenses and liabilities relating to said Hazardous Materials. The provisions of this Section shall survive delivery of the deed.

21. <u>CONDITION OF PREMISES</u>.

Seller agrees to deliver the Premises at the time of delivery of Seller's deed in a condition substantially similar to its condition at the time of the signing of this Agreement, removing all of Seller's personal property therefrom which is not being sold to Buyer, or left for its benefit, as consented to by it. Until the delivery of the deed, Seller shall maintain insurance on the Premises as presently insured.

- 22. <u>CASUALTY; CONDEMNATION</u>. Notwithstanding anything herein to the contrary, in the event that all or a substantial part of the Premises is damaged or destroyed by fire, vandalism or other casualty (and such fire, vandalism or other casualty is not the result of the negligence of Buyer, or its agents, employees, contractors and invitees), or in the event of a taking of all or substantially all of the Premises by eminent domain by an entity other than Seller, Seller or Buyer, may, at its option, terminate this Agreement, whereupon all deposits made by Buyer under this Agreement shall be returned. "Substantial part" shall be defined as that portion of the Premises which if damaged or taken by eminent domain would materially and adversely affect the use of the Premises for the purposes set forth herein.
- 23. <u>ASSIGNMENT</u>. Buyer shall not assign this Agreement or any of its rights hereunder without prior written consent of Seller, which may be withheld in Seller's sole and absolute discretion.
- 24. <u>TITLE OR PRACTICE STANDARDS</u>. Any matter or practice arising under or relating to this Agreement which is the subject of a title standard or a practice standard of the Massachusetts Real Estate Bar Association at the time for delivery of the deed shall be covered by said title standard or practice standard to the extent applicable.
- 25. <u>CLOSING</u>. The deed and other documents required by this Agreement are to be delivered and the Purchase Price paid at the Date and Time of Closing and at the Place of Closing. Unless the Closing takes place at the appropriate Registry of Deeds, all documents and funds are to be delivered in escrow subject to prompt rundown of title and recording, which term shall include registration in the case of registered land.
 - 26. <u>BUYER'S WARRANTIES</u>. Buyer hereby represents and warrants:
 - (a) This Agreement and all documents to be executed by Buyer and delivered to Buyer at the closing are, or at the time of the closing will be, duly authorized, executed and delivered by Buyer.
 - (b) Buyer hereby acknowledges and agrees that, except for the representations and warranties of Seller expressly set forth in this Agreement, Buyer has not relied upon nor been induced by any representations, warranties, guarantees, promises or statements, whether written or oral, express or implied, or whether made by Seller or any employee or representative of Seller.

mailed by certified	mail, return receipt re	It by Federal Express or other similar courier service, or (c) when equested, or (d) confirmed facsimile transmission (provided such other acceptable means of sending notice), addressed in the case of:
Seller:		of Selectmen
		ce of Town Administrator
		a Town Hall
	81 Mair	
	Swanse	a, MA 02777
With a cop	y to: Anthon	y C. Savastano, Esq.
	Anthon	y C. Savastano Attorney-At-Law, P.C
	404 Coi	untry Street
	New Be	edford, MA 02740
¥ .1	C.D.	
In the case	of Buyer:	

With a cop	y to:	
		

<u>NOTICE</u>. Any notice required or permitted to be given under this Agreement shall be in

writing and signed by the party or the party's attorney or agent and shall be deemed to have been given: (a)

By such notice, either party may notify the other of a new address, in which case such new address shall be employed for all subsequent deliveries and mailings.

- 28. <u>SELLER DEFAULT</u>. In the event that Seller defaults under this Agreement, Buyer shall be entitled to terminate this Agreement and receive a refund of the deposit. The foregoing shall be Buyer's sole and exclusive remedy at law and in equity for any breach of this Agreement by Seller.
- 29. <u>POST CLOSING COMPLIANCE AND ADJUSTMENTS</u>. If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice hereof is given within six (6) months of the date of the delivery of the deed to the party to be charged, then such party agrees to make a payment to correct the error or omission. This provision shall survive delivery of the Deed.

Town of Swansea Disposition of Property - Map 50, Lot 88 (Milne Avenue)

27.

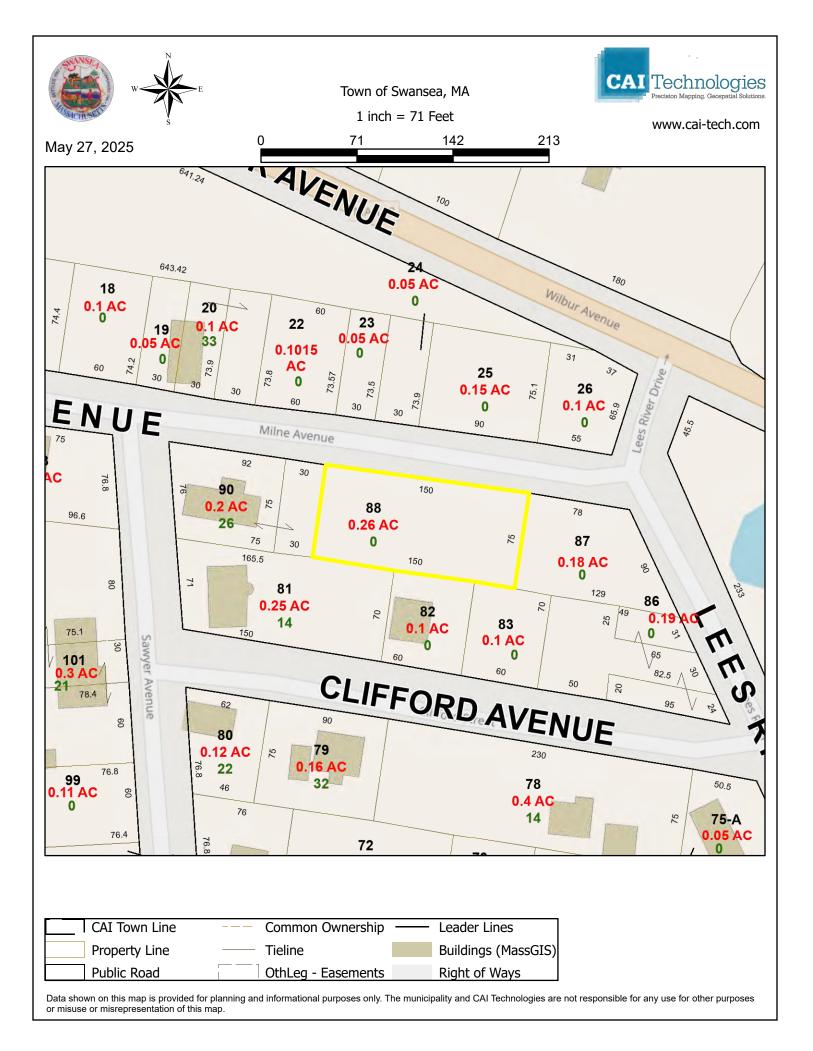
- 30. <u>EXTENSIONS</u>. Buyer and Seller hereby authorize their respective attorneys (as the case may be) to execute on their behalf any extensions to the time for performance and any change of location and/or time for delivery of the deed. Buyer and Seller shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge before the execution or other consent to such extensions that either party has disclaimed the authority granted herein to bind them. For purposes of this Agreement, facsimile signatures shall be construed as original.
- 31. <u>CONSTRUCTION</u>. This instrument is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both Seller and 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.
- 32. <u>GOVERNING LAW</u>. This Agreement shall be governed exclusively by the provisions of the laws of the Commonwealth of Massachusetts, and any actions, suits or other claims pertaining or relating to this Agreement shall be brought within the courts of Massachusetts.
- 33. <u>SEPTIC SYSTEM.</u> The subsurface sewage disposal system currently serving the Premises may not comply with the requirements of Title 5 of the State Environmental Code. The Buyer agrees to purchase the Premises "AS IS" with respect to the subsurface sewage disposal system. The Premises is conveyed subject to the condition that the Buyer shall have compliant Title 5 Inspection completed within six (6) months of purchase. The Buyer will then, if necessary, upgrade the sewage disposal system to be compliant with Title 5 of the State Environmental Code, and further shall comply with any and all rules and regulations of the Massachusetts Department of Environmental Protection and the Swansea Board of Health applicable to the Premises. The provisions of this Section shall survive delivery of the deed.

[signature page follows]

Seller:	Buyer:	
Town of Swansea,	-	
By it Town Administrator		

O MILNE AVENUE Plat/Block/Lot: 050.0/ 0088/ 0000.0// State Use 9380 Property Location Bldg Name Vision ID 59248 Account # 292050000880000 Blda # 1 Sec # 1 of 1 Card # 1 of 1 Print Date 12/20/2024 10:26:40 Ownership / Mailing Address Topography Utilities Street Location Current Assessment 4 Two-Way Description Code Appraised Assessed 718 **TOWN OF SWANSEA** 1 Paved 2 Public Water EXM LAND 9380 129.000 129.000 2 Light Supplemental Data Community Data SWANSEA, MA **81 MAIN STREET** 292/0500-0088-00000 Alt Prcl ID Voting District Subdivisio 50/88 School Distric Tax Class: E Trash Day: **SWANSEA** 02777 Total Finis 0 Yard Waste D Total Acres .258 Owner Occup Chapter La GIS ID M 225345 830982 Assoc Pid# 129.000 Total 129.000 Ownership History Date of Sale Sale Price VC Book Page Q/U V/I Assessment History Code Code Assessed Code Assessed Year Assessed Year Year TOWN OF SWANSEA 8861 0203 U ٧ 0 1F 01-07-2016 **CORREIA VALDO** 01-10-1967 V 2025 9380 0896 0087 U 0 1N 129,000 2024 9380 129,000 2023 9380 98,200 98.200 Totals: 129.000 Previous Total 129.000 Previous Total This signature acknowledges a visit by a Data Collector or Assessor Exemptions Other Assessments Year: Code: Description Amount: Code Description Number Amount Comm Int Appraised Value Summary Appraised Bldg. Value (Card) Total 0.00 Assessing Neighborhood Appraised Xf (B) Value (Bldg) 0 Nbhd Nbhd Name Block Tracing Batch Appraised Ob (B) Value (Bldg) 0 **RES** 0001 129,000 Appraised Land Value (Bldg) Notes (Continued) Notes Special Land Value Total Appraised Parcel Value 129.000 Valuation Method ASSOC PAR 1:00050/0088/ Α Parcel Status **Total Appraised Parcel Value** 129,000 Building / Plumbing / Electrical / Mechanical / Demo Permits Visit History Issue Date Insp Date Visit Date: Purpost/Result Permit Id Type Description Amount % Comp Date Comp Comments ld Cd 05-26-2016 TW 20 Field Review 08-20-2013 BD 20 Field Review JD 20 Field Review 11-08-2010 Land Pricing В Land Units Unit Price Nbhd. Nbhd. Adi Adi Unit Pric Land Value Use Code Description Zone District Size Adi. Site Index Cond Notes Location Adjustment 9380 TOWN OF SWA RR WD 0.260 AC 180.679.00 3.02255 5 13 WET 0.70 1.300 1.0000 496.957.59 129.000 Total Card Land Units 0.2600 AC Parcel Total Land Area: 0.2600 Total Land Value 129,000

O MILNE AVENUE 050.0/0088/0000.0// State Use 9380 Property Location Map ID Bldg Name Vision ID 59248 Account # 292050000880000 Bldg # 1 Sec # 1 of 1 Card # 1 of 1 Print Date 12/20/2024 10:26:40 Sketch **Building Detail** Building Detail (Continued) Element Code: Description Element Code: Description Foundation: Style: 99 Vacant Land Model 00 Foundation Con Vacant Grade: Bsmt Garage: Stories: Land Use Percentage Occupancy: Description Primary Siding: Code Percentage TOWN OF SWANSEA 9380 100 Secondary Sidi 0 Roof Structure: 0 Roof Cover: Cost / Market Valuation Primary Walls: Secondary Wall RCN 10 Primary Floors: Secondary Floo Heat Fuel: No Sketch Year Built: Heat Type: lo Effective Year Built Cooling Type: **Overall Condition:** Rooms: Remodel Rating Bedrooms: Year Remodeled: Bathroom(s): Depreciation % 0 Half Bathroom(0 Obsolescence Functional: Bath Style: lo Obsolescence External: Jacuzzi: 1.000 Trend Factor Extra Fixtures: **Condition** Kitchen Style: 100 **Condition %** Extra Kitchen(s) Percent Good Fireplace(s): RCNLD lo Gas Fireplace(s Dep % Ovr Extra Opening(Dep Ovr Comment Basement: Misc Imp Ovr FBM Sq. Feet: Misc Imp Ovr Comment FBM Quality: Cost to Cure Ovr Foundation: Cost to Cure Ovr Comment Outbuildings and Yard Items - Extra Building Features Code Description L/B Units Unit Price Yr Blt Condition % Gd Grade Grade Adj. Appr. Value **Building Sub-Area & Summary** Code Description GLA Gross Area Net Area Unit Cost Undeprec Value Total Gross Living Area / Lease Area 0 0 0 0







Aerial

Town of Swansea, MA

1 inch = 71 Feet



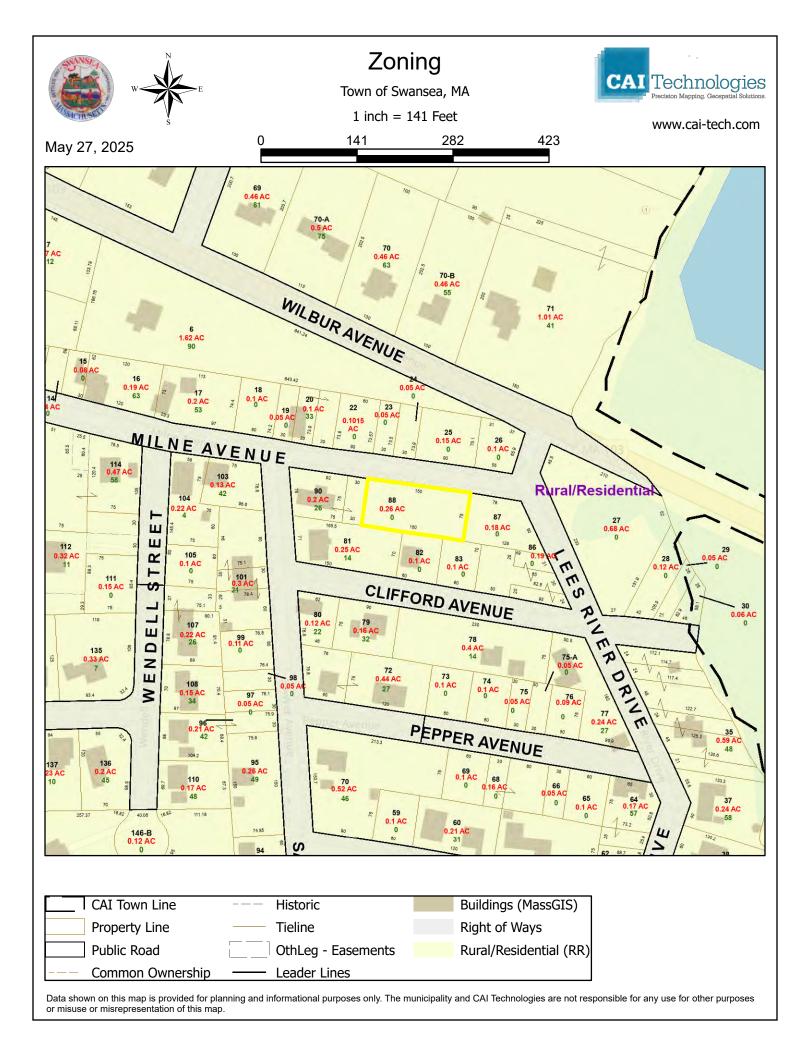
www.cai-tech.com





CAI Town Line	—— Tieline
Property Line	OthLeg - Easements
Public Road	Leaders
Common Ownership	

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Auction Ref: 25-2137 O WESLEY AVE., SWANSEA, MA

Purchase and Sales - Map 49 Lots 99 and 100 (Wesley Avenue)

1.	Infor	nformation and Definitions				
	(a)	DATE OF AGREEMENT:	June 26, 2025			
	(b)	PREMISES:	A parcel of land, with any improvements located thereon, Map 49 Lots 99 and 100 (Wesley Avenue).			
	(c)	SELLER:	Town of Swansea, acting by and through its Board of Selectmen			
		Address:	Swansea Town Hall, 81 Main Street, Swansea, MA 02777			
		Seller's Attorney:	Anthony C. Savastano, Esq.			
		Address:	Anthony C. Savastano, Attorney-At-Law 404 County Street New Bedford, MA 02740			
		Phone:	(508) 992-7000 Fax: (508) 984-1492			
	(d)	BUYER:				
	(e)	Address:				
		Buyer's Attorney:				
		Address:				
		Phone:	Fax:			
	(f)	CLOSING DATE:	2025 at Noon.			
	(g)	PLACE:	Fall River Registry of Deeds, or a closing by mail, at Seller's election.			
	(h)	TITLE:	Quitclaim Deed			

Town of Swansea

- 2. <u>COVENANT</u>. Seller agrees to sell and Buyer agrees to buy the Premises upon the terms hereinafter set forth.
- 3. <u>BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES</u>. Included in the sale as a part of said Premises are the buildings, structures improvements now thereon, and the fixtures belonging to the Seller.
- 4. <u>TITLE DEED</u>. Said Premises are to be conveyed by a quitclaim deed running to Buyer, 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 a 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; and
 - (e) Easements, restrictions, and reservations of record, if any.

PURCHASE PRICE	. The agreed	purchase 1	price f	for said	Premises	is
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	<u>Dollars</u> (S	5) of which	
\$	was paid upon Buyer's on June	e 26, 2025 as a bid deposit;	
\$	shall be paid today, which, to	- ·	
	, shall cons	stitute 10% of the Purchase	Price for the
	Premises, and together shall be	the deposit under this Agree	ement; and
\$	are to be paid at the time of deli	very of the deed by certified,	or bank check
	or by wire transfer, at Seller's of	liscretion	
\$	TOTAL		
A separate 5% 1	buyers' premium in the amount of \$	is due at time of closing	g.

- 6. <u>PLAN</u>. If Buyer desires a plan of the Premises, Buyer shall, at its sole cost and expense, prepare a survey plan in form adequate for recording or registration.
- 7. <u>POSSESSION AND DELIVERY OF PREMISES</u>. Full possession of said Premises free of all tenants and occupants, 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 and damage by casualty excepted, and (b) in compliance with provisions of any instrument referred to in Section 4 hereof. 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 Section.
- 8. <u>EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM</u>. If 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 Town of Swansea

Disposition of Property - Map 49 Lots 99 and 100 (Wesley Avenue)

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 Seller elects, in its sole discretion, 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 Seller shall give written notice thereof to Buyer at or before the time for performance hereunder. In no event, however, shall reasonable efforts require Seller to expend more than \$500, including attorneys' fees. Seller's obligations hereunder are subject to the availability and appropriation of funds to fulfill Seller's obligations.

9. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM.

If at the expiration of the extended time 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, 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.

10. BUYER'S ELECTION TO ACCEPT TITLE.

Buyer shall have the election, at either the original or any extended time for performance, to accept such title as Seller can deliver to the said Premises in their then condition and to pay therefore the purchase price, without deduction, in which case Seller shall convey such title.

11. USE OF MONEY TO CLEAR TITLE.

To enable Seller to make conveyance as herein provided, 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 in accordance with customary Massachusetts conveyancing practices.

12. ACCEPTANCE OF DEED

The acceptance of a deed by Buyer 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. ADJUSTMENTS.

A payment in lieu of taxes shall be paid in accordance with G.L.c. 44, §63A, as of the day of performance of this Agreement and the net amount thereof shall be added to the purchase price payable by Buyer at the time of delivery of the deed.

- 14. <u>DEPOSIT</u>. All deposits made hereunder shall be held in escrow by the Treasurer of the Town of Swansea as escrow agent, in a non-interest bearing account, 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 Seller and Buyer.
- 15. <u>BUYER'S DEFAULT; DAMAGES</u>. If Buyer shall fail to fulfill Buyer's agreements herein, all deposits made hereunder by Buyer shall be retained by Seller as Seller's sole and exclusive remedy at law and equity for Buyer's breach of this Agreement. The parties acknowledge and agree that Seller has no adequate remedy in the event of Buyer's default

under this Agreement because it is impossible to exactly calculate the damages which would accrue to Seller in such event. Therefore, acknowledging this fact, the parties agree that: (i) the deposit hereunder is the best estimate of such damages which would accrue to Seller in the event of Buyer's default, (ii) said deposit represents damages and not a penalty against Buyer, and (iii) the parties have been afforded the opportunity to consult an attorney with regard to the provisions of this Section.

- 16. <u>LIABILITY OF SHAREHOLDER, TRUSTEE, FIDUCIARY</u>. If Seller or Buyer executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither Seller or Buyer so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
- 17. <u>BROKERS</u>. Buyer represents and warrants to the Seller that Buyer has not contacted any real estate broker in connection with this transaction and was not directed to the other as a result of any services or facilities of any real estate broker. Buyer agrees to defend and indemnify the other against and hold the other harmless from any claim, loss, damage, costs or liabilities for any brokerage commission or fee which may be asserted against the Seller by any broker in connection with this transaction. The provisions of this Section shall survive the delivery of the deed.
- 18. <u>CONTINGENCIES</u>. The obligations of the parties are contingent upon the satisfaction of each of the following conditions:
 - (a) Buyer shall have complied with the disclosure provisions of G.L. c.7C, §38, and Seller and Buyer agree to diligently pursue full compliance with said statute. Seller shall prepare and file all required statements;
 - (b) Compliance with the provisions of G.L. c.30B, §16;
 - (c) Compliance with any other requirements of the Massachusetts General or Special Laws relative to the sale of property by Seller.
- 19. <u>AFFIDAVITS</u>. At the time of delivery of the deed, Seller shall execute and deliver all the usual and customary affidavits required by Buyer's attorney or Buyer's lender's attorney, including but not limited to a statement under oath to any title insurance company issuing a policy to Buyer and/or Buyer's mortgagee to the effect that: (1) there are no tenants, lessees or parties in possession of the Premises, except as noted herein, or mechanics liens encumbering the Premises; and (2) that Seller is not a foreign person subject to the withholding provisions of the Internal Revenue Code of 1986, as amended (FIRPTA).

20. HAZARDOUS MATERIALS.

Buyer acknowledges that Buyer has not been influenced to enter into this transaction and that Buyer has not relied upon any warranties or representations not set forth in this Agreement. Buyer represents and warrants that it or its agents have conducted a full inspection of the Premises, and based upon Buyer's investigation, Buyer is aware of the condition of the Premises and will accept the Premises "AS IS", subject to Buyer's right to terminate this Agreement under Section 21. Buyer acknowledges that Seller has no responsibility for hazardous waste, oil, hazardous material or hazardous substances, as those terms are defined by any applicable law, rule or regulation, including, without limitation, the Massachusetts Oil and Hazardous Materials Release Prevention and Response Act, M.G. L. c. 21E, the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. and the Resource Conservation and Recovery Act, as amended,

Town of Swansea

Disposition of Property - Map 49 Lots 99 and 100 (Wesley Avenue)

42 U.S.C. §§ 6901 et seq. (herein collectively referred to as "Hazardous Materials") on, in, under or emitting from the Premises or for any other condition or defect on the Premises, and shall defend, indemnify and hold harmless Seller form any and all losses, damages, costs, claims, fines, expenses and liabilities relating to said Hazardous Materials. The provisions of this Section shall survive delivery of the deed.

21. <u>CONDITION OF PREMISES</u>.

Seller agrees to deliver the Premises at the time of delivery of Seller's deed in a condition substantially similar to its condition at the time of the signing of this Agreement, removing all of Seller's personal property therefrom which is not being sold to Buyer, or left for its benefit, as consented to by it. Until the delivery of the deed, Seller shall maintain insurance on the Premises as presently insured.

- 22. <u>CASUALTY; CONDEMNATION</u>. Notwithstanding anything herein to the contrary, in the event that all or a substantial part of the Premises is damaged or destroyed by fire, vandalism or other casualty (and such fire, vandalism or other casualty is not the result of the negligence of Buyer, or its agents, employees, contractors and invitees), or in the event of a taking of all or substantially all of the Premises by eminent domain by an entity other than Seller, Seller or Buyer, may, at its option, terminate this Agreement, whereupon all deposits made by Buyer under this Agreement shall be returned. "Substantial part" shall be defined as that portion of the Premises which if damaged or taken by eminent domain would materially and adversely affect the use of the Premises for the purposes set forth herein.
- 23. <u>ASSIGNMENT</u>. Buyer shall not assign this Agreement or any of its rights hereunder without prior written consent of Seller, which may be withheld in Seller's sole and absolute discretion.
- 24. <u>TITLE OR PRACTICE STANDARDS</u>. Any matter or practice arising under or relating to this Agreement which is the subject of a title standard or a practice standard of the Massachusetts Real Estate Bar Association at the time for delivery of the deed shall be covered by said title standard or practice standard to the extent applicable.
- 25. <u>CLOSING</u>. The deed and other documents required by this Agreement are to be delivered and the Purchase Price paid at the Date and Time of Closing and at the Place of Closing. Unless the Closing takes place at the appropriate Registry of Deeds, all documents and funds are to be delivered in escrow subject to prompt rundown of title and recording, which term shall include registration in the case of registered land.
 - 26. <u>BUYER'S WARRANTIES</u>. Buyer hereby represents and warrants:
 - (a) This Agreement and all documents to be executed by Buyer and delivered to Buyer at the closing are, or at the time of the closing will be, duly authorized, executed and delivered by Buyer.
 - (b) Buyer hereby acknowledges and agrees that, except for the representations and warranties of Seller expressly set forth in this Agreement, Buyer has not relied upon nor been induced by any representations, warranties, guarantees, promises or statements, whether written or oral, express or implied, or whether made by Seller or any employee or representative of Seller.

mailed by certified mail, return	when sent by Federal Express or other similar courier service, or (c) when receipt requested, or (d) confirmed facsimile transmission (provided such lowed by other acceptable means of sending notice), addressed in the case of:
Seller:	Board of Selectmen c/o Office of Town Administrator Swansea Town Hall 81 Main Street Swansea, MA 02777
With a copy to:	Anthony C. Savastano, Esq. Anthony C. Savastano Attorney-At-Law, P.C 404 Country Street New Bedford, MA 02740
In the case of Buyer:	
With a copy to:	

<u>NOTICE</u>. Any notice required or permitted to be given under this Agreement shall be in

writing and signed by the party or the party's attorney or agent and shall be deemed to have been given: (a)

27.

By such notice, either party may notify the other of a new address, in which case such new address shall be employed for all subsequent deliveries and mailings.

- 28. <u>SELLER DEFAULT</u>. In the event that Seller defaults under this Agreement, Buyer shall be entitled to terminate this Agreement and receive a refund of the deposit. The foregoing shall be Buyer's sole and exclusive remedy at law and in equity for any breach of this Agreement by Seller.
- 29. <u>POST CLOSING COMPLIANCE AND ADJUSTMENTS</u>. If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice hereof is given within six (6) months of the date of the delivery of the deed to the party to be charged, then such party agrees to make a payment to correct the error or omission. This provision shall survive delivery of the Deed.

Town of Swansea
Disposition of Property - Map 49 Lots 99 and 100 (Wesley Avenue)

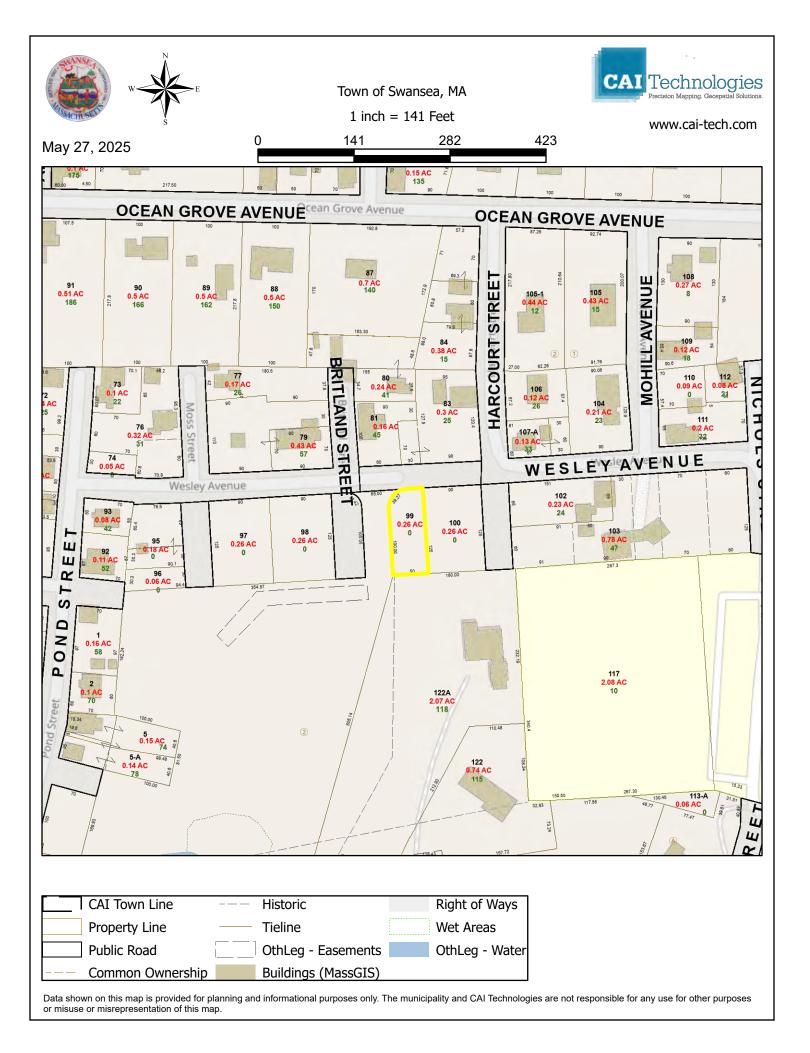
- 30. <u>EXTENSIONS</u>. Buyer and Seller hereby authorize their respective attorneys (as the case may be) to execute on their behalf any extensions to the time for performance and any change of location and/or time for delivery of the deed. Buyer and Seller shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge before the execution or other consent to such extensions that either party has disclaimed the authority granted herein to bind them. For purposes of this Agreement, facsimile signatures shall be construed as original.
- 31. <u>CONSTRUCTION</u>. This instrument is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both Seller and 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.
- 32. <u>GOVERNING LAW</u>. This Agreement shall be governed exclusively by the provisions of the laws of the Commonwealth of Massachusetts, and any actions, suits or other claims pertaining or relating to this Agreement shall be brought within the courts of Massachusetts.
- 33. <u>SEPTIC SYSTEM.</u> The subsurface sewage disposal system currently serving the Premises may not comply with the requirements of Title 5 of the State Environmental Code. The Buyer agrees to purchase the Premises "AS IS" with respect to the subsurface sewage disposal system. The Premises is conveyed subject to the condition that the Buyer shall have compliant Title 5 Inspection completed within six (6) months of purchase. The Buyer will then, if necessary, upgrade the sewage disposal system to be compliant with Title 5 of the State Environmental Code, and further shall comply with any and all rules and regulations of the Massachusetts Department of Environmental Protection and the Swansea Board of Health applicable to the Premises. The provisions of this Section shall survive delivery of the deed.

[signature page follows]

In Witness Thereof, the parties sign th of, 2025.	day	
Seller: Town of Swansea,	Buyer:	
By it Town Administrator		

0 WESLEY AVENUE Plat/Block/Lot: 049.0/ 0099/ 0000.0// State Use 9380 Property Location Bldg Name Vision ID 58941 Account # 292049000990000 Blda # 1 Sec # 1 of 1 Card # 1 of 1 Print Date 12/20/2024 9:52:18 P Ownership / Mailing Address Topography Utilities Street Location Current Assessment 4 Two-Way Description Code Appraised Assessed 718 **TOWN OF SWANSEA** 1 Paved 2 Public Water EXM LAND 9380 80,000 80.000 2 Light Supplemental Data Community Data SWANSEA, MA **81 MAIN STREET** 292/0490-0099-00000 Alt Prcl ID Voting District 49/99 School Distric Subdivisio Tax Class: E Trash Day: **SWANSEA** MA 02777-4699 Total Finis 0 Yard Waste D Total Acres .258 Owner Occup Chapter La GIS ID M 224535 830613 Assoc Pid# 80.000 Total 80,000 Ownership History Date of Sale Sale Price VC Book Page Q/U V/I Assessment History Code Assessed Code Assessed Code Assessed Year Year Year TOWN OF SWANSEA 0521 Q V 0 00 0143 06-06-1950 2025 9380 80,000 2024 9380 80,000 2023 9380 59,800 59.800 Totals: 80.000 Previous Total 80.000 Previous Total Exemptions Other Assessments This signature acknowledges a visit by a Data Collector or Assessor Year: Code: Description Amount: Code Description Number Amount Comm Int Appraised Value Summary Appraised Bldg. Value (Card) Total 0.00 Assessing Neighborhood Appraised Xf (B) Value (Bldg) 0 Batch Nbhd Nbhd Name Block Tracing 0 Appraised Ob (B) Value (Bldg) **RES** 0001 80,000 Appraised Land Value (Bldg) Notes (Continued) Notes Special Land Value Total Appraised Parcel Value 80.000 Valuation Method ASSOC PAR 1:00049/0099/ Α Parcel Status **Total Appraised Parcel Value** 80,000 Building / Plumbing / Electrical / Mechanical / Demo Permits Visit History Issue Date Insp Date Purpost/Result Permit Id Type Description Amount % Comp Date Comp Comments Visit Date: ld Cd 05-27-2016 TW 20 Field Review 11-01-2010 JD 20 Field Review Land Pricing В Use Code Zone Land Units Unit Price Nbhd. Nbhd. Adi Adi Unit Pric Land Value Description District Size Adi. Site Index Cond Notes Location Adjustment 9380 TOWN OF SWA RR WD 0.260 AC 180.679.00 3.02255 5 10 SIZE 80.000 0.50 1.130 1.0000 308.545.53 Total Card Land Units 0.2600 AC Parcel Total Land Area: 0.2600 Total Land Value 80,000

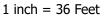
0 WESLEY AVENUE 049.0/0099/0000.0// State Use 9380 Property Location Map ID Bldg Name Vision ID 58941 Account # 292049000990000 Bldg # 1 Sec # 1 of 1 Card # 1 of 1 Print Date 12/20/2024 9:52:18 P Sketch **Building Detail** Building Detail (Continued) Element Code: Description Element Code: Description Foundation: Style: 99 Vacant Land Model 00 Foundation Con Vacant Grade: Bsmt Garage: Stories: Land Use Percentage Occupancy: Description Primary Siding: Code Percentage TOWN OF SWANSEA 9380 100 Secondary Sidi 0 Roof Structure: 0 Roof Cover: Cost / Market Valuation Primary Walls: Secondary Wall RCN Primary Floors: Secondary Floo Heat Fuel: No Sketch Year Built: Heat Type: Effective Year Built lo Cooling Type: **Overall Condition:** Rooms: Remodel Rating Bedrooms: Year Remodeled: Bathroom(s): Depreciation % Half Bathroom(Obsolescence Functional: Bath Style: Obsolescence External: Jacuzzi: Trend Factor 1.000 Extra Fixtures: **Condition** Kitchen Style: **Condition %** Extra Kitchen(s) Percent Good Fireplace(s): RCNLD Gas Fireplace(s Dep % Ovr Extra Opening(Dep Ovr Comment Basement: Misc Imp Ovr FBM Sq. Feet: Misc Imp Ovr Comment FBM Quality: Cost to Cure Ovr Foundation: Cost to Cure Ovr Comment Outbuildings and Yard Items - Extra Building Features Code Description L/B Units Unit Price Yr Blt Condition % Gd Grade Grade Adj. Appr. Value **Building Sub-Area & Summary** Code Description GLA Gross Area Net Area Unit Cost Undeprec Value Total Gross Living Area / Lease Area 0 0 0 0



May 27, 2025

Aerial

Town of Swansea, MA



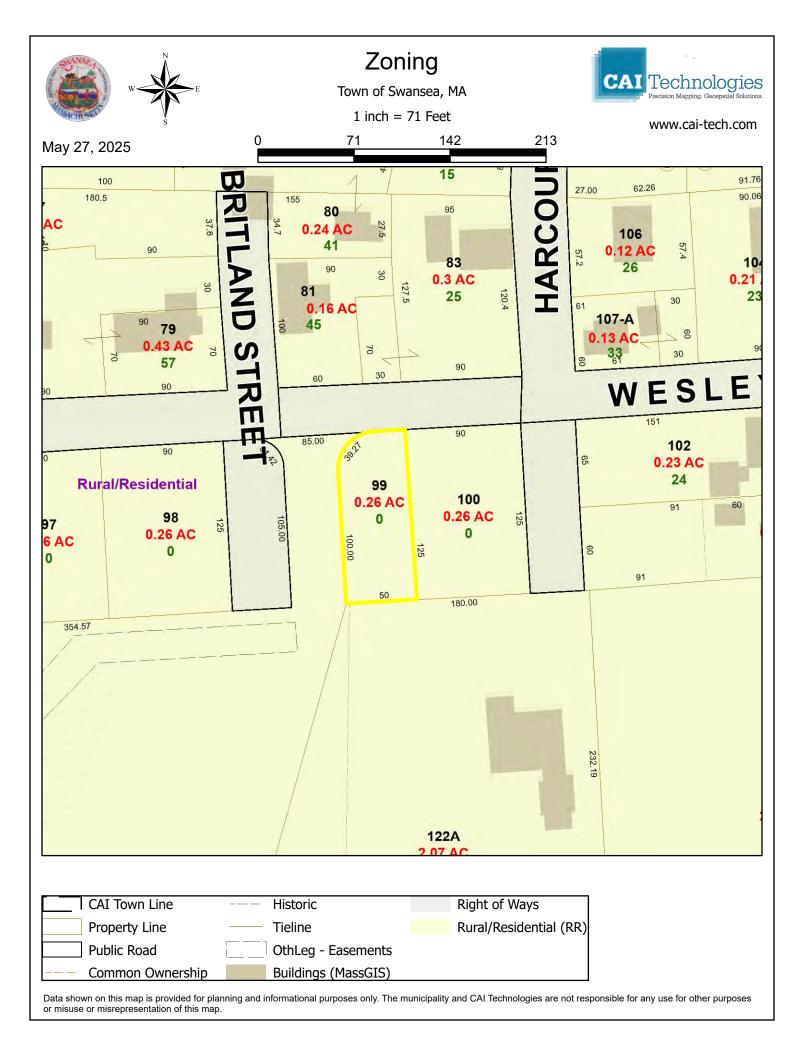


www.cai-tech.com



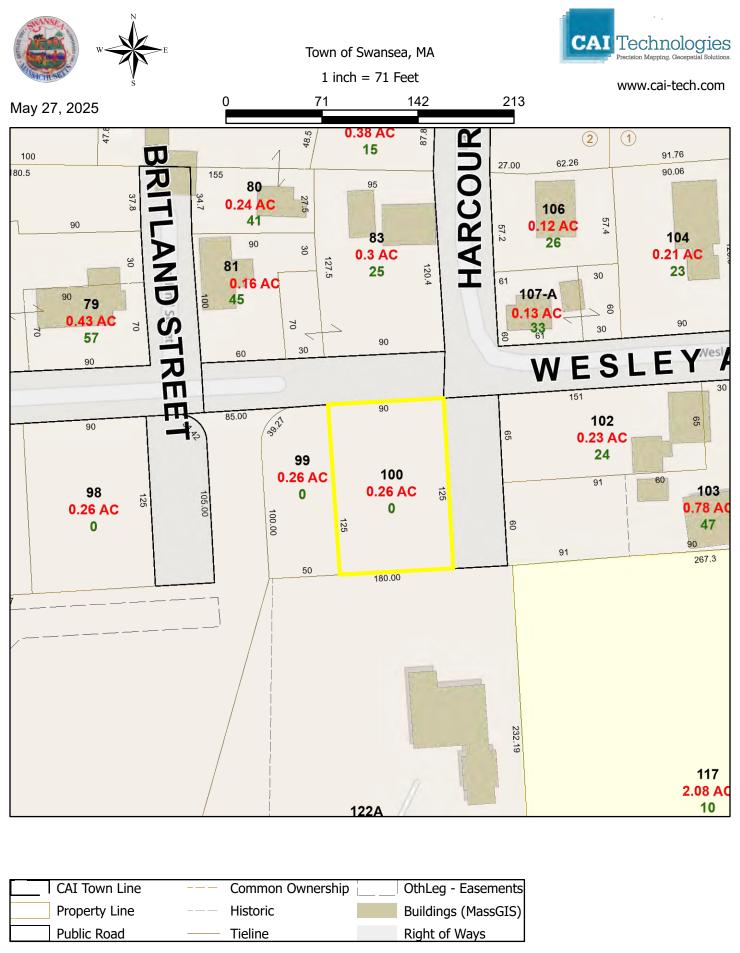


CAI Town Line	Common Ownership
Property Line	Historic
Public Road	OthLeg - Easements



0 WESLEY AVENUE Plat/Block/Lot: 049.0/ 0100/ 0000.0// State Use 9380 Property Location Bldg Name Vision ID 58942 Account # 292049001000000 Blda # 1 Sec # 1 of 1 Card # 1 of 1 Print Date 12/20/2024 9:52:24 P Ownership / Mailing Address Topography Utilities Street Location Current Assessment 4 Two-Way Description Code Appraised Assessed 718 **TOWN OF SWANSEA** 1 Paved 0 None EXM LAND 9380 80,000 80.000 2 Light Supplemental Data Community Data SWANSEA, MA **81 MAIN STREET** 292/0490-0100-00000 Alt Prcl ID Voting District School Distric Subdivisio 49/100 Tax Class: E Trash Day: **FALL RIVER** 02777 Total Finis 0 Yard Waste D Total Acres .258 Owner Occup Chapter La GIS ID M 224555 830615 Assoc Pid# 80.000 Total 80.000 Ownership History Date of Sale Sale Price VC Book Page Q/U V/I Assessment History Code Assessed Code Assessed Code Assessed Year Year Year TOWN OF SWANSEA 0714 U V 0 1E 0376 07-01-1959 2025 9380 80,000 2024 9380 80,000 2023 9360 59,800 80.000 Previous Total 59.800 Totals: 80.000 Previous Total Exemptions Other Assessments This signature acknowledges a visit by a Data Collector or Assessor Year: Code: Description Amount: Code Description Number Amount Comm Int Appraised Value Summary Appraised Bldg. Value (Card) Total 0.00 Assessing Neighborhood Appraised Xf (B) Value (Bldg) 0 Block Batch Nbhd Nbhd Name Tracing 0 Appraised Ob (B) Value (Bldg) **RES** 0001 80,000 Appraised Land Value (Bldg) Notes (Continued) Notes Special Land Value Total Appraised Parcel Value 80.000 Valuation Method ASSOC PAR 1:00049/0100/ Α Parcel Status **Total Appraised Parcel Value** 80,000 Building / Plumbing / Electrical / Mechanical / Demo Permits Visit History Issue Date Insp Date % Comp Date Comp Purpost/Result Permit Id Type Description Amount Comments Visit Date: Id Cd 05-27-2016 TW 20 Field Review 11-01-2010 JD 20 Field Review Land Pricing В Use Code Zone Land Units Unit Price Nbhd. Nbhd. Adi Adi Unit Pric Land Value Description District Size Adi. Site Index Cond Location Adjustment Notes 9380 TOWN OF SWA RR WD 0.260 AC 180.679.00 3.02255 5 10 PAPER ST 80.000 0.50 1.130 1.0000 308.545.53 Total Card Land Units 0.2600 AC Parcel Total Land Area: 0.2600 Total Land Value 80,000

0 WESLEY AVENUE 049.0/0100/0000.0// State Use 9380 Property Location Bldg Name Vision ID 58942 Account # 292049001000000 Blda # 1 Sec # 1 of 1 Card # 1 of 1 Print Date 12/20/2024 9:52:25 P Sketch **Building Detail** Building Detail (Continued) Element Code: Description Element Code: Description Foundation: Style: 99 Vacant Land Model 00 Foundation Con Vacant Grade: Bsmt Garage: Stories: Land Use Percentage Occupancy: Description Primary Siding: Code Percentage TOWN OF SWANSEA 9380 100 Secondary Sidi 0 Roof Structure: 0 Roof Cover: Cost / Market Valuation Primary Walls: Secondary Wall RCN Primary Floors: Secondary Floo Heat Fuel: No Sketch Year Built: Heat Type: Effective Year Built lo Cooling Type: **Overall Condition:** Rooms: Remodel Rating Bedrooms: Year Remodeled: Bathroom(s): Depreciation % Half Bathroom(Obsolescence Functional: Bath Style: Obsolescence External: Jacuzzi: Trend Factor 1.000 Extra Fixtures: **Condition** Kitchen Style: **Condition %** Extra Kitchen(s) Percent Good Fireplace(s): RCNLD Gas Fireplace(s Dep % Ovr Extra Opening(Dep Ovr Comment Basement: Misc Imp Ovr FBM Sq. Feet: Misc Imp Ovr Comment FBM Quality: Cost to Cure Ovr Foundation: Cost to Cure Ovr Comment Outbuildings and Yard Items - Extra Building Features Code Description L/B Units Unit Price Yr Blt Condition % Gd Grade Grade Adj. Appr. Value **Building Sub-Area & Summary** Code Description GLA Gross Area Net Area Unit Cost Undeprec Value Total Gross Living Area / Lease Area 0 0 0 0



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.





Aerial

Town of Swansea, MA

1 inch = 71 Feet



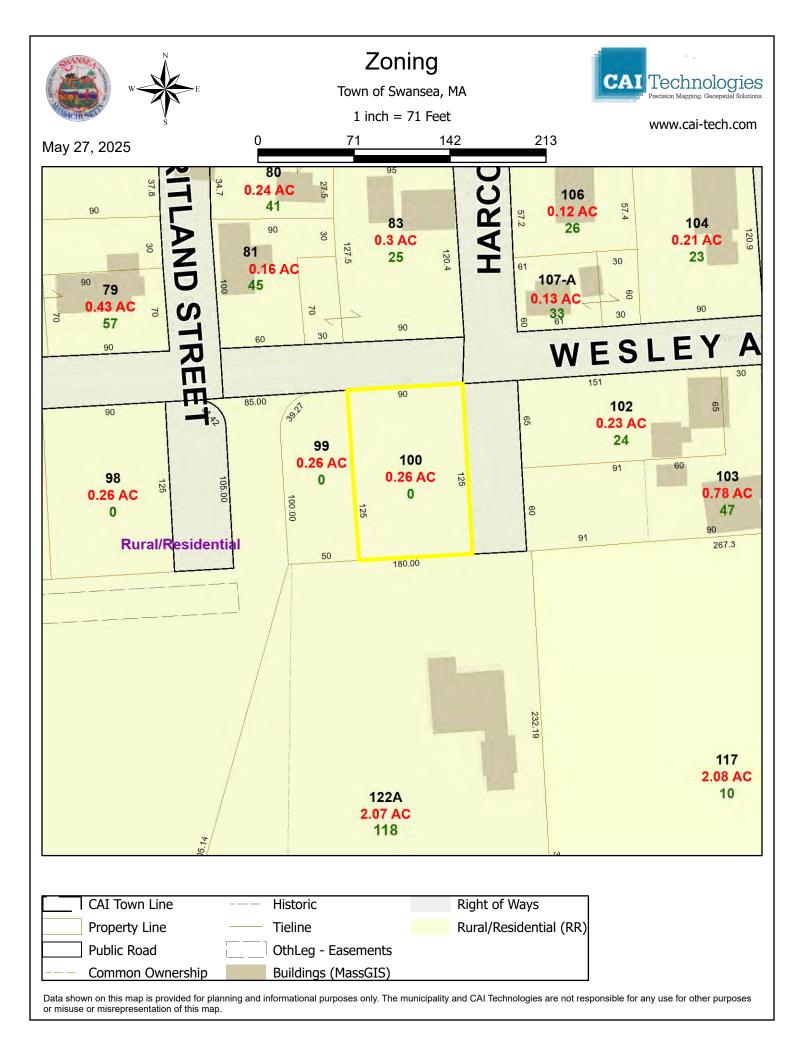
www.cai-tech.com

May 27, 2025 0 71 142 213



CAI Town Line	Historic
Property Line	Tieline
Public Road	OthLeg - Easements
Common Ownership	

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Auction Ref: 25-2138 O RHINECLIFFE RD., SWANSEA, MA

Purchase and Sales - Map 67, Lot 30, (Rhinecliffe Rd.)

(a)	DATE OF AGREEMENT:	June 26, 2025
(b)	PREMISES:	A parcel of land, with any improvements located thereon, Map 67, Lot 30, (Rhinecliffe Rd.)
(c)	SELLER:	Town of Swansea, acting by and through its Board of Selectmen
	Address:	Swansea Town Hall, 81 Main Street, Swansea, MA 02777
	Seller's Attorney:	Anthony C. Savastano, Esq.
	Address:	Anthony C. Savastano, Attorney-At-Law 404 County Street New Bedford, MA 02740
	Phone:	(508) 992-7000 Fax: (508) 984-1492
(d)	BUYER:	
(e)	Address:	
		<u></u>
	Buyer's Attorney:	
	Address:	
	Phone:	Fax:
(f)	CLOSING DATE:	2025 at Noon.
(g)	PLACE:	Fall River Registry of Deeds, or a closing by mail, at Seller's election.
(h)	TITLE:	Quitclaim Deed

<u>Information and Definitions</u>

1.

- 2. <u>COVENANT</u>. Seller agrees to sell and Buyer agrees to buy the Premises upon the terms hereinafter set forth.
- 3. <u>BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES</u>. Included in the sale as a part of said Premises are the buildings, structures, improvements now thereon, and the fixtures belonging to the Seller.
- 4. <u>TITLE DEED</u>. Said Premises are to be conveyed by a quitclaim deed running to Buyer, 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 a 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; and
 - (e) Easements, restrictions, and reservations of record, if any.

PURCHASE PRICE	. The agreed	purchase pric	e for said	Premises is
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¢	was paid upon Ruyar's on June 26, 2025 as a bid denosity
\$	was paid upon Buyer's on June 26, 2025 as a bid deposit;
\$	shall be paid today, which, together with the bid deposit of
	, shall constitute 10% of the Purchase Price for the
	Premises, and together shall be the deposit under this Agreement; and
\$	are to be paid at the time of delivery of the deed by certified, or bank check
Ψ	
	or by wire transfer, at Seller's discretion
\$	TOTAL
A separate 5% b	buyers' premium in the amount of \$ is due at time of closing.

- 6. <u>PLAN</u>. If Buyer desires a plan of the Premises, Buyer shall, at its sole cost and expense, prepare a survey plan in form adequate for recording or registration.
- 7. <u>POSSESSION AND DELIVERY OF PREMISES</u>. Full possession of said Premises free of all tenants and occupants, 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 and damage by casualty excepted, and (b) in compliance with provisions of any instrument referred to in Section 4 hereof. 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 Section.
- 8. <u>EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM</u>. If 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

Town of Swansea

Disposition of Property - Map 67, Lot 30 (Rhinecliffe Rd.)

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 Seller elects, in its sole discretion, 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 Seller shall give written notice thereof to Buyer at or before the time for performance hereunder. In no event, however, shall reasonable efforts require Seller to expend more than \$500, including attorneys' fees. Seller's obligations hereunder are subject to the availability and appropriation of funds to fulfill Seller's obligations.

FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM.

If at the expiration of the extended time 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, 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.

10. BUYER'S ELECTION TO ACCEPT TITLE.

Buyer shall have the election, at either the original or any extended time for performance, to accept such title as Seller can deliver to the said Premises in their then condition and to pay therefore the purchase price, without deduction, in which case Seller shall convey such title.

11. USE OF MONEY TO CLEAR TITLE.

To enable Seller to make conveyance as herein provided, 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 in accordance with customary Massachusetts conveyancing practices.

12. ACCEPTANCE OF DEED

The acceptance of a deed by Buyer 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. <u>ADJUSTMENTS</u>.

A payment in lieu of taxes shall be paid in accordance with G.L.c. 44, §63A, as of the day of performance of this Agreement and the net amount thereof shall be added to the purchase price payable by Buyer at the time of delivery of the deed.

- 14. <u>DEPOSIT</u>. All deposits made hereunder shall be held in escrow by the Treasurer of the Town of Swansea as escrow agent, in a non-interest bearing account, 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 Seller and Buyer.
- 15. <u>BUYER'S DEFAULT; DAMAGES</u>. If Buyer shall fail to fulfill Buyer's agreements herein, all deposits made hereunder by Buyer shall be retained by Seller as Seller's sole and exclusive remedy at law and equity for Buyer's breach of this Agreement. The parties acknowledge and agree that Seller has no adequate remedy in the event of Buyer's default

under this Agreement because it is impossible to exactly calculate the damages which would accrue to Seller in such event. Therefore, acknowledging this fact, the parties agree that: (i) the deposit hereunder is the best estimate of such damages which would accrue to Seller in the event of Buyer's default, (ii) said deposit represents damages and not a penalty against Buyer, and (iii) the parties have been afforded the opportunity to consult an attorney with regard to the provisions of this Section.

- 16. <u>LIABILITY OF SHAREHOLDER, TRUSTEE, FIDUCIARY</u>. If Seller or Buyer executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither Seller or Buyer so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
- 17. <u>BROKERS</u>. Buyer represents and warrants to the Seller that Buyer has not contacted any real estate broker in connection with this transaction and was not directed to the other as a result of any services or facilities of any real estate broker. Buyer agrees to defend and indemnify the other against and hold the other harmless from any claim, loss, damage, costs or liabilities for any brokerage commission or fee which may be asserted against the Seller by any broker in connection with this transaction. The provisions of this Section shall survive the delivery of the deed.
- 18. <u>CONTINGENCIES</u>. The obligations of the parties are contingent upon the satisfaction of each of the following conditions:
 - (a) Buyer shall have complied with the disclosure provisions of G.L. c.7C, §38, and Seller and Buyer agree to diligently pursue full compliance with said statute. Seller shall prepare and file all required statements;
 - (b) Compliance with the provisions of G.L. c.30B, §16;
 - (c) Compliance with any other requirements of the Massachusetts General or Special Laws relative to the sale of property by Seller.
- 19. <u>AFFIDAVITS</u>. At the time of delivery of the deed, Seller shall execute and deliver all the usual and customary affidavits required by Buyer's attorney or Buyer's lender's attorney, including but not limited to a statement under oath to any title insurance company issuing a policy to Buyer and/or Buyer's mortgagee to the effect that: (1) there are no tenants, lessees or parties in possession of the Premises, except as noted herein, or mechanics liens encumbering the Premises; and (2) that Seller is not a foreign person subject to the withholding provisions of the Internal Revenue Code of 1986, as amended (FIRPTA).

20. HAZARDOUS MATERIALS.

Buyer acknowledges that Buyer has not been influenced to enter into this transaction and that Buyer has not relied upon any warranties or representations not set forth in this Agreement. Buyer represents and warrants that it or its agents have conducted a full inspection of the Premises, and based upon Buyer's investigation, Buyer is aware of the condition of the Premises and will accept the Premises "AS IS", subject to Buyer's right to terminate this Agreement under Section 21. Buyer acknowledges that Seller has no responsibility for hazardous waste, oil, hazardous material or hazardous substances, as those terms are defined by any applicable law, rule or regulation, including, without limitation, the Massachusetts Oil and Hazardous Materials Release Prevention and Response Act, M.G. L. c. 21E, the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. and the Resource Conservation and Recovery Act, as amended,

Town of Swansea

Disposition of Property - Map 67, Lot 30 (Rhinecliffe Rd.)

42 U.S.C. §§ 6901 et seq. (herein collectively referred to as "Hazardous Materials") on, in, under or emitting from the Premises or for any other condition or defect on the Premises, and shall defend, indemnify and hold harmless Seller form any and all losses, damages, costs, claims, fines, expenses and liabilities relating to said Hazardous Materials. The provisions of this Section shall survive delivery of the deed.

21. <u>CONDITION OF PREMISES</u>.

Seller agrees to deliver the Premises at the time of delivery of Seller's deed in a condition substantially similar to its condition at the time of the signing of this Agreement, removing all of Seller's personal property therefrom which is not being sold to Buyer, or left for its benefit, as consented to by it. Until the delivery of the deed, Seller shall maintain insurance on the Premises as presently insured.

- 22. <u>CASUALTY; CONDEMNATION</u>. Notwithstanding anything herein to the contrary, in the event that all or a substantial part of the Premises is damaged or destroyed by fire, vandalism or other casualty (and such fire, vandalism or other casualty is not the result of the negligence of Buyer, or its agents, employees, contractors and invitees), or in the event of a taking of all or substantially all of the Premises by eminent domain by an entity other than Seller, Seller or Buyer, may, at its option, terminate this Agreement, whereupon all deposits made by Buyer under this Agreement shall be returned. "Substantial part" shall be defined as that portion of the Premises which if damaged or taken by eminent domain would materially and adversely affect the use of the Premises for the purposes set forth herein.
- 23. <u>ASSIGNMENT</u>. Buyer shall not assign this Agreement or any of its rights hereunder without prior written consent of Seller, which may be withheld in Seller's sole and absolute discretion.
- 24. <u>TITLE OR PRACTICE STANDARDS</u>. Any matter or practice arising under or relating to this Agreement which is the subject of a title standard or a practice standard of the Massachusetts Real Estate Bar Association at the time for delivery of the deed shall be covered by said title standard or practice standard to the extent applicable.
- 25. <u>CLOSING</u>. The deed and other documents required by this Agreement are to be delivered and the Purchase Price paid at the Date and Time of Closing and at the Place of Closing. Unless the Closing takes place at the appropriate Registry of Deeds, all documents and funds are to be delivered in escrow subject to prompt rundown of title and recording, which term shall include registration in the case of registered land.
 - 26. <u>BUYER'S WARRANTIES</u>. Buyer hereby represents and warrants:
 - (a) This Agreement and all documents to be executed by Buyer and delivered to Buyer at the closing are, or at the time of the closing will be, duly authorized, executed and delivered by Buyer.
 - (b) Buyer hereby acknowledges and agrees that, except for the representations and warranties of Seller expressly set forth in this Agreement, Buyer has not relied upon nor been induced by any representations, warranties, guarantees, promises or statements, whether written or oral, express or implied, or whether made by Seller or any employee or representative of Seller.

mailed by certified mail, return	when sent by Federal Express or other similar courier service, or (c) when receipt requested, or (d) confirmed facsimile transmission (provided such llowed by other acceptable means of sending notice), addressed in the case of:
Seller:	Board of Selectmen c/o Office of Town Administrator Swansea Town Hall 81 Main Street Swansea, MA 02777
With a copy to:	Anthony C. Savastano, Esq. Anthony C. Savastano Attorney-At-Law, P.C 404 Country Street New Bedford, MA 02740
In the case of Buyer:	
With a copy to:	

NOTICE. Any notice required or permitted to be given under this Agreement shall be in

writing and signed by the party or the party's attorney or agent and shall be deemed to have been given: (a)

By such notice, either party may notify the other of a new address, in which case such new address shall be employed for all subsequent deliveries and mailings.

- 28. <u>SELLER DEFAULT</u>. In the event that Seller defaults under this Agreement, Buyer shall be entitled to terminate this Agreement and receive a refund of the deposit. The foregoing shall be Buyer's sole and exclusive remedy at law and in equity for any breach of this Agreement by Seller.
- 29. <u>POST CLOSING COMPLIANCE AND ADJUSTMENTS</u>. If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice hereof is given within six (6) months of the date of the delivery of the deed to the party to be charged, then such party agrees to make a payment to correct the error or omission. This provision shall survive delivery of the Deed.

Town of Swansea Disposition of Property - Map 67, Lot 30 (Rhinecliffe Rd.)

27.

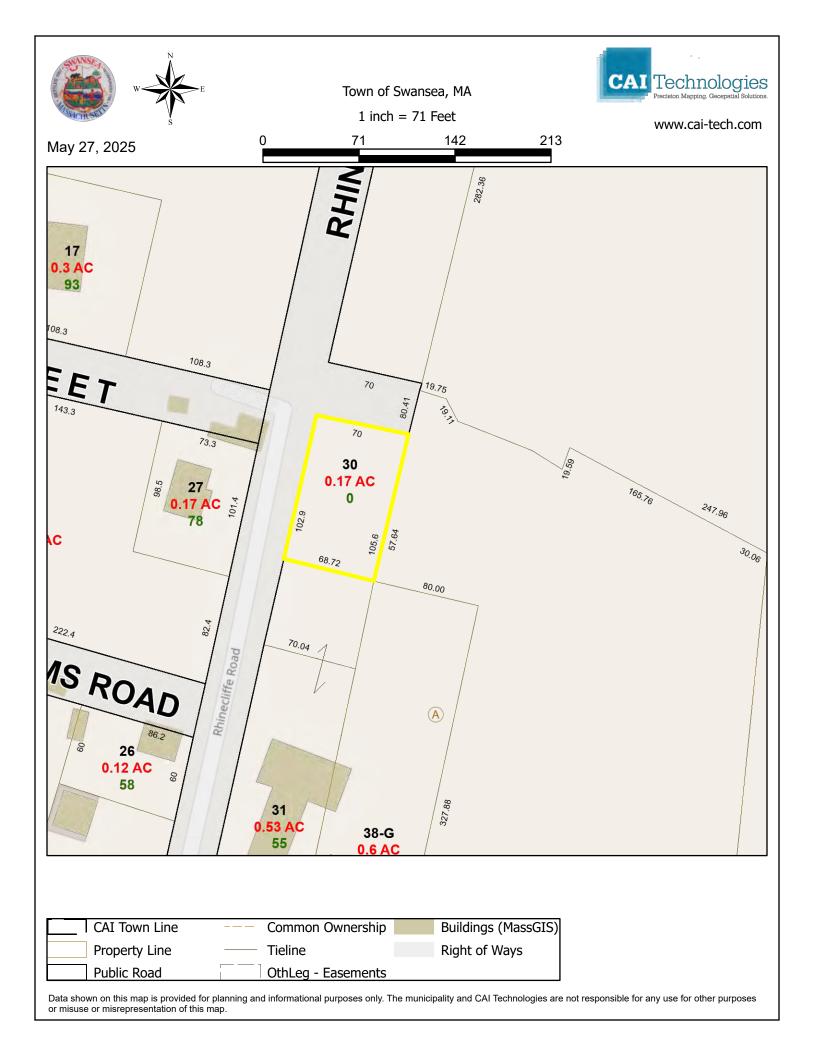
- 30. <u>EXTENSIONS</u>. Buyer and Seller hereby authorize their respective attorneys (as the case may be) to execute on their behalf any extensions to the time for performance and any change of location and/or time for delivery of the deed. Buyer and Seller shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge before the execution or other consent to such extensions that either party has disclaimed the authority granted herein to bind them. For purposes of this Agreement, facsimile signatures shall be construed as original.
- 31. <u>CONSTRUCTION</u>. This instrument is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both Seller and 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.
- 32. <u>GOVERNING LAW</u>. This Agreement shall be governed exclusively by the provisions of the laws of the Commonwealth of Massachusetts, and any actions, suits or other claims pertaining or relating to this Agreement shall be brought within the courts of Massachusetts.
- 33. <u>SEPTIC SYSTEM.</u> The subsurface sewage disposal system currently serving the Premises may not comply with the requirements of Title 5 of the State Environmental Code. The Buyer agrees to purchase the Premises "AS IS" with respect to the subsurface sewage disposal system. The Premises is conveyed subject to the condition that the Buyer shall have compliant Title 5 Inspection completed within six (6) months of purchase. The Buyer will then, if necessary, upgrade the sewage disposal system to be compliant with Title 5 of the State Environmental Code, and further shall comply with any and all rules and regulations of the Massachusetts Department of Environmental Protection and the Swansea Board of Health applicable to the Premises. The provisions of this Section shall survive delivery of the deed.

[signature page follows]

of	In Witness Thereof, the parties sign this Agreement under seal as of this, 2025.		
	Seller: Town of Swansea,	Buyer:	
	By it Town Administrator		

0 RHINECLIFFE ROAD Plat/Block/Lot: 067.0/ 0030/ 0000.0// State Use 9360 Property Location Bldg Name Vision ID 60758 Account # 292067000300000 Blda # 1 Sec # 1 of 1 Card # 1 of 1 Print Date 12/21/2024 1:37:47 A Ownership / Mailing Address Topography Utilities Street Location Current Assessment 4 Two-Way Appraised Description Code Assessed 718 **TOWN OF SWANSEA** 1 Paved 2 Public Water EXM LAND 9360 133.000 133.000 2 Light (BERNSTEIN SUTELLE (NOW ANTI Supplemental Data Community Data SWANSEA, MA **81 MAIN STREET** 292/0670-0030-00000 Alt Prcl ID Voting District 67/30 School Distric Subdivisio Tax Class: E Trash Day: **SWANSEA** MA 02777-4699 Total Finis 0 Yard Waste D Total Acres .166 Owner Occup Chapter La GIS ID M 227445 832672 Assoc Pid# 133.000 Total 133,000 Ownership History Date of Sale Sale Price VC Book Page Q/U V/I Assessment History Code Code Assessed Code Assessed Year Assessed Year Year TOWN OF SWANSEA 0000 Q V 0 00 0000 01-01-1900 2025 9360 133,000 2024 9360 133,000 2023 9360 97,300 97.300 Totals: 133.000 Previous Total 133.000 Previous Total This signature acknowledges a visit by a Data Collector or Assessor Exemptions Other Assessments Year: Code: Description Amount: Code Description Number Amount Comm Int Appraised Value Summary Appraised Bldg. Value (Card) Total 0.00 Assessing Neighborhood Appraised Xf (B) Value (Bldg) 0 Nbhd Nbhd Name Block Tracing Batch Appraised Ob (B) Value (Bldg) 0 0001 **RES** 133,000 Appraised Land Value (Bldg) Notes (Continued) Notes Special Land Value **OPP 78** Total Appraised Parcel Value 133.000 Valuation Method ASSOC PAR 1:00067/0030/ Parcel Status **Total Appraised Parcel Value** 133,000 Building / Plumbing / Electrical / Mechanical / Demo Permits Visit History Issue Date Insp Date Purpost/Result Permit Id Type Description Amount % Comp Date Comp Comments Visit Date: ld Cd 06-23-2016 MP 20 Field Review 10-18-2010 MMM 20 Field Review Land Pricing В Use Code Zone Land Units Unit Price Nbhd. Nbhd. Adi Adi Unit Pric Land Value Description District Size Adi. Site Index Cond Notes Location Adjustment 9360 VAC TAX TAKIN RR WD 0.170 AC 180,679.00 4.32761 5 WET PER CONSERV AGENT 1.00 07 1.000 1.0000 781.906.44 133.000 Total Card Land Units 0.1700 AC Parcel Total Land Area: 0.1700 Total Land Value 133,000

0 RHINECLIFFE ROAD 067.0/0030/0000.0// State Use 9360 Property Location Map ID Bldg Name Vision ID 60758 Account # 292067000300000 Bldg # 1 Sec # 1 of 1 Card # 1 of 1 Print Date 12/21/2024 1:37:47 A Sketch **Building Detail** Building Detail (Continued) Element Code: Description Element Code: Description Foundation: Style: 99 Vacant Land Model 00 Foundation Con Vacant Grade: Bsmt Garage: Stories: Land Use Percentage Occupancy: Description Primary Siding: Code Percentage 9360 VAC TAX TAKING M00 100 Secondary Sidi 0 Roof Structure: 0 Roof Cover: Cost / Market Valuation Primary Walls: Secondary Wall RCN Primary Floors: Secondary Floo Heat Fuel: No Sketch Year Built: Heat Type: Effective Year Built lo Cooling Type: **Overall Condition:** Rooms: Remodel Rating Bedrooms: Year Remodeled: Bathroom(s): Depreciation % Half Bathroom(Obsolescence Functional: Bath Style: Obsolescence External: Jacuzzi: Trend Factor 1.000 Extra Fixtures: **Condition** Kitchen Style: **Condition %** Extra Kitchen(s) Percent Good Fireplace(s): RCNLD Gas Fireplace(s Dep % Ovr Extra Opening(Dep Ovr Comment Basement: Misc Imp Ovr FBM Sq. Feet: Misc Imp Ovr Comment FBM Quality: Cost to Cure Ovr Foundation: Cost to Cure Ovr Comment Outbuildings and Yard Items - Extra Building Features Code Description L/B Units Unit Price Yr Blt Condition % Gd Grade Grade Adj. Appr. Value **Building Sub-Area & Summary** Code Description GLA Gross Area Net Area Unit Cost Undeprec Value Total Gross Living Area / Lease Area 0 0 0 0







Aerial

Town of Swansea, MA

1 inch = 71 Feet

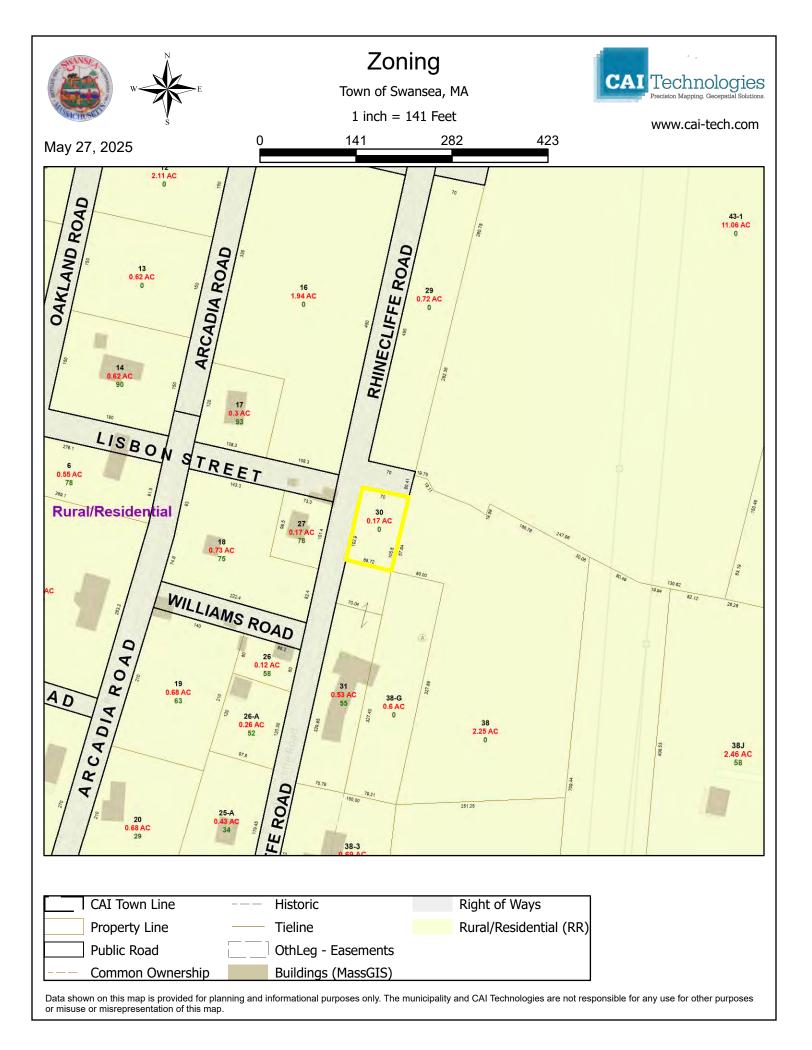


www.cai-tech.com





CAI Town Line	Common Ownership
Property Line	Tieline
Public Road	OthLeg - Easements



Auction Ref: 25-2139 O NEPONSET ST., SWANSEA, MA

Purchase and Sales - Map 67, Lot 123 (Neponset Street)

(a)	DATE OF AGREEMENT:	June 26, 2025
(b)	PREMISES:	A parcel of land, with any improvements located thereon, Map 67, Lot 123 (Neponset Street).
(c)	SELLER:	Town of Swansea, acting by and through its Board of Selectmen
	Address:	Swansea Town Hall, 81 Main Street, Swansea, MA 02777
	Seller's Attorney:	Anthony C. Savastano, Esq.
	Address:	Anthony C. Savastano, Attorney-At-Law 404 County Street New Bedford, MA 02740
	Phone:	(508) 992-7000 Fax: (508) 984-1492
(d)	BUYER:	
(e)	Address:	
	Buyer's Attorney:	
	Address:	
	Phone:	Fax:
(f)	CLOSING DATE:	<u>2025</u> at Noon.
(g)	PLACE:	Fall River Registry of Deeds, or a closing by mail, at Seller's election.
(h)	TITLE:	Quitclaim Deed

Town of Swansea Disposition of Property - Map 67, Lot 123 (Neponset Street)

<u>Information and Definitions</u>

1.

- 2. <u>COVENANT</u>. Seller agrees to sell and Buyer agrees to buy the Premises upon the terms hereinafter set forth.
- 3. <u>BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES</u>. Included in the sale as a part of said Premises are the buildings, structures, improvements now thereon, and the fixtures belonging to the Seller.
- 4. <u>TITLE DEED</u>. Said Premises are to be conveyed by a quitclaim deed running to Buyer, 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 a 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; and
 - (e) Easements, restrictions, and reservations of record, if any.

5. PURCHASE	PRICE. The agreed	purchase price	for said	Premises	is
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¢	was paid upon Ruyar's on June 26, 2025 as a bid denosity
\$	was paid upon Buyer's on June 26, 2025 as a bid deposit;
\$	shall be paid today, which, together with the bid deposit of
	, shall constitute 10% of the Purchase Price for the
	Premises, and together shall be the deposit under this Agreement; and
\$	are to be paid at the time of delivery of the deed by certified, or bank check
Ψ	
	or by wire transfer, at Seller's discretion
\$	TOTAL
A separate 5% b	buyers' premium in the amount of \$ is due at time of closing.

- 6. <u>PLAN</u>. If Buyer desires a plan of the Premises, Buyer shall, at its sole cost and expense, prepare a survey plan in form adequate for recording or registration.
- 7. <u>POSSESSION AND DELIVERY OF PREMISES</u>. Full possession of said Premises free of all tenants and occupants, 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 and damage by casualty excepted, and (b) in compliance with provisions of any instrument referred to in Section 4 hereof. 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 Section.
- 8. <u>EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM</u>. If 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

Town of Swansea

Disposition of Property - Map 67, Lot 123 (Neponset Street)

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 Seller elects, in its sole discretion, 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 Seller shall give written notice thereof to Buyer at or before the time for performance hereunder. In no event, however, shall reasonable efforts require Seller to expend more than \$500, including attorneys' fees. Seller's obligations hereunder are subject to the availability and appropriation of funds to fulfill Seller's obligations.

FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM.

If at the expiration of the extended time 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, 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.

10. BUYER'S ELECTION TO ACCEPT TITLE.

Buyer shall have the election, at either the original or any extended time for performance, to accept such title as Seller can deliver to the said Premises in their then condition and to pay therefore the purchase price, without deduction, in which case Seller shall convey such title.

11. USE OF MONEY TO CLEAR TITLE.

To enable Seller to make conveyance as herein provided, 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 in accordance with customary Massachusetts conveyancing practices.

12. ACCEPTANCE OF DEED

The acceptance of a deed by Buyer 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. <u>ADJUSTMENTS</u>.

A payment in lieu of taxes shall be paid in accordance with G.L.c. 44, §63A, as of the day of performance of this Agreement and the net amount thereof shall be added to the purchase price payable by Buyer at the time of delivery of the deed.

- 14. <u>DEPOSIT</u>. All deposits made hereunder shall be held in escrow by the Treasurer of the Town of Swansea as escrow agent, in a non-interest bearing account, 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 Seller and Buyer.
- 15. <u>BUYER'S DEFAULT; DAMAGES</u>. If Buyer shall fail to fulfill Buyer's agreements herein, all deposits made hereunder by Buyer shall be retained by Seller as Seller's sole and exclusive remedy at law and equity for Buyer's breach of this Agreement. The parties acknowledge and agree that Seller has no adequate remedy in the event of Buyer's default

under this Agreement because it is impossible to exactly calculate the damages which would accrue to Seller in such event. Therefore, acknowledging this fact, the parties agree that: (i) the deposit hereunder is the best estimate of such damages which would accrue to Seller in the event of Buyer's default, (ii) said deposit represents damages and not a penalty against Buyer, and (iii) the parties have been afforded the opportunity to consult an attorney with regard to the provisions of this Section.

- 16. <u>LIABILITY OF SHAREHOLDER, TRUSTEE, FIDUCIARY</u>. If Seller or Buyer executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither Seller or Buyer so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
- 17. <u>BROKERS</u>. Buyer represents and warrants to the Seller that Buyer has not contacted any real estate broker in connection with this transaction and was not directed to the other as a result of any services or facilities of any real estate broker. Buyer agrees to defend and indemnify the other against and hold the other harmless from any claim, loss, damage, costs or liabilities for any brokerage commission or fee which may be asserted against the Seller by any broker in connection with this transaction. The provisions of this Section shall survive the delivery of the deed.
- 18. <u>CONTINGENCIES</u>. The obligations of the parties are contingent upon the satisfaction of each of the following conditions:
 - (a) Buyer shall have complied with the disclosure provisions of G.L. c.7C, §38, and Seller and Buyer agree to diligently pursue full compliance with said statute. Seller shall prepare and file all required statements;
 - (b) Compliance with the provisions of G.L. c.30B, §16;
 - (c) Compliance with any other requirements of the Massachusetts General or Special Laws relative to the sale of property by Seller.
- 19. <u>AFFIDAVITS</u>. At the time of delivery of the deed, Seller shall execute and deliver all the usual and customary affidavits required by Buyer's attorney or Buyer's lender's attorney, including but not limited to a statement under oath to any title insurance company issuing a policy to Buyer and/or Buyer's mortgagee to the effect that: (1) there are no tenants, lessees or parties in possession of the Premises, except as noted herein, or mechanics liens encumbering the Premises; and (2) that Seller is not a foreign person subject to the withholding provisions of the Internal Revenue Code of 1986, as amended (FIRPTA).

20. HAZARDOUS MATERIALS.

Buyer acknowledges that Buyer has not been influenced to enter into this transaction and that Buyer has not relied upon any warranties or representations not set forth in this Agreement. Buyer represents and warrants that it or its agents have conducted a full inspection of the Premises, and based upon Buyer's investigation, Buyer is aware of the condition of the Premises and will accept the Premises "AS IS", subject to Buyer's right to terminate this Agreement under Section 21. Buyer acknowledges that Seller has no responsibility for hazardous waste, oil, hazardous material or hazardous substances, as those terms are defined by any applicable law, rule or regulation, including, without limitation, the Massachusetts Oil and Hazardous Materials Release Prevention and Response Act, M.G. L. c. 21E, the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. and the Resource Conservation and Recovery Act, as amended,

Town of Swansea

Disposition of Property - Map 67, Lot 123 (Neponset Street)

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Seller agrees to deliver the Premises at the time of delivery of Seller's deed in a condition substantially similar to its condition at the time of the signing of this Agreement, removing all of Seller's personal property therefrom which is not being sold to Buyer, or left for its benefit, as consented to by it. Until the delivery of the deed, Seller shall maintain insurance on the Premises as presently insured.

- 22. <u>CASUALTY; CONDEMNATION</u>. Notwithstanding anything herein to the contrary, in the event that all or a substantial part of the Premises is damaged or destroyed by fire, vandalism or other casualty (and such fire, vandalism or other casualty is not the result of the negligence of Buyer, or its agents, employees, contractors and invitees), or in the event of a taking of all or substantially all of the Premises by eminent domain by an entity other than Seller, Seller or Buyer, may, at its option, terminate this Agreement, whereupon all deposits made by Buyer under this Agreement shall be returned. "Substantial part" shall be defined as that portion of the Premises which if damaged or taken by eminent domain would materially and adversely affect the use of the Premises for the purposes set forth herein.
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 - 26. <u>BUYER'S WARRANTIES</u>. Buyer hereby represents and warrants:
 - (a) This Agreement and all documents to be executed by Buyer and delivered to Buyer at the closing are, or at the time of the closing will be, duly authorized, executed and delivered by Buyer.
 - (b) Buyer hereby acknowledges and agrees that, except for the representations and warranties of Seller expressly set forth in this Agreement, Buyer has not relied upon nor been induced by any representations, warranties, guarantees, promises or statements, whether written or oral, express or implied, or whether made by Seller or any employee or representative of Seller.

mailed by certified mail, return	when sent by Federal Express or other similar courier service, or (c) when receipt requested, or (d) confirmed facsimile transmission (provided such llowed by other acceptable means of sending notice), addressed in the case of:
Seller:	Board of Selectmen c/o Office of Town Administrator Swansea Town Hall 81 Main Street Swansea, MA 02777
With a copy to:	Anthony C. Savastano, Esq. Anthony C. Savastano Attorney-At-Law, P.C 404 Country Street New Bedford, MA 02740
In the case of Buyer:	
With a copy to:	

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Town of Swansea Disposition of Property - Map 67, Lot 123 (Neponset Street)

27.

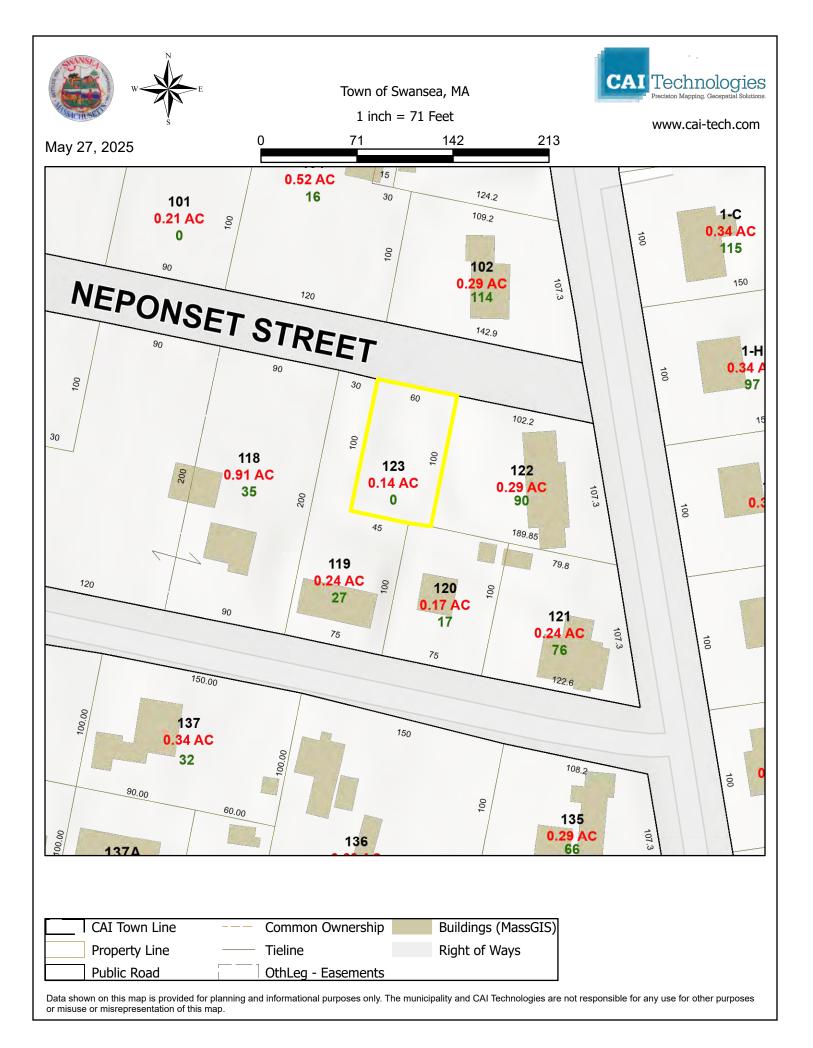
- 30. <u>EXTENSIONS</u>. Buyer and Seller hereby authorize their respective attorneys (as the case may be) to execute on their behalf any extensions to the time for performance and any change of location and/or time for delivery of the deed. Buyer and Seller shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge before the execution or other consent to such extensions that either party has disclaimed the authority granted herein to bind them. For purposes of this Agreement, facsimile signatures shall be construed as original.
- 31. <u>CONSTRUCTION</u>. This instrument is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both Seller and 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.
- 32. <u>GOVERNING LAW</u>. This Agreement shall be governed exclusively by the provisions of the laws of the Commonwealth of Massachusetts, and any actions, suits or other claims pertaining or relating to this Agreement shall be brought within the courts of Massachusetts.
- 33. <u>SEPTIC SYSTEM.</u> The subsurface sewage disposal system currently serving the Premises may not comply with the requirements of Title 5 of the State Environmental Code. The Buyer agrees to purchase the Premises "AS IS" with respect to the subsurface sewage disposal system. The Premises is conveyed subject to the condition that the Buyer shall have compliant Title 5 Inspection completed within six (6) months of purchase. The Buyer will then, if necessary, upgrade the sewage disposal system to be compliant with Title 5 of the State Environmental Code, and further shall comply with any and all rules and regulations of the Massachusetts Department of Environmental Protection and the Swansea Board of Health applicable to the Premises. The provisions of this Section shall survive delivery of the deed.

[signature page follows]

of	In Witness Thereof, the parties sign this, 2025.	Agreement under seal as of this	d
	Seller: Town of Swansea,	Buyer:	
	By it Town Administrator		

ONEPONSET STREET Plat/Block/Lot: 067.0/ 0123/ 0000.0// State Use 9360 Property Location Bldg Name Vision ID 60839 Account # 292067001230000 Blda # 1 Sec # 1 of 1 Card # 1 of 1 Print Date 12/21/2024 1:46:53 A Ownership / Mailing Address Topography Utilities Street Location Current Assessment 4 Two-Way Description Code Appraised Assessed 718 **TOWN OF SWANSEA** 1 Paved 2 Public Water EXM LAND 9360 71.000 71.000 2 Light (GERRAUGHTY RAYMOND & GERR Supplemental Data Community Data SWANSEA, MA **81 MAIN STREET** 292/0670-0123-00000 Alt Prcl ID Voting District 67/123 School Distric Subdivisio Tax Class: E Trash Day: **SWANSEA** MA 02777-4699 Total Finis 0 Yard Waste D Total Acres .138 Owner Occup Chapter La GIS ID M 228013 832561 Assoc Pid# 71.000 71.000 Total Ownership History Date of Sale Sale Price VC Book Page Q/U V/I Assessment History Code Assessed Code Assessed Code Assessed Year Year Year TOWN OF SWANSEA 2018 0292 U V 0 1N 09-29-1988 2025 9360 71,000 2024 9360 71,000 2023 9360 52,200 71.000 Previous Total 52.200 Totals: 71.000 Previous Total Exemptions Other Assessments This signature acknowledges a visit by a Data Collector or Assessor Year: Code: Description Amount: Code Description Number Amount Comm Int Appraised Value Summary Appraised Bldg. Value (Card) Total 0.00 Assessing Neighborhood Appraised Xf (B) Value (Bldg) 0 Nbhd Nbhd Name Block Tracing Batch 0 Appraised Ob (B) Value (Bldg) **RES** 0001 71.000 Appraised Land Value (Bldg) Notes (Continued) Notes Special Land Value **BEHIND 90 BARK** Total Appraised Parcel Value 71,000 Valuation Method С ASSOC PAR 1:00067/0123/ Α Parcel Status **Total Appraised Parcel Value** 71,000 Building / Plumbing / Electrical / Mechanical / Demo Permits Visit History Issue Date Insp Date Visit Date: Purpost/Result Permit Id Type Description Amount % Comp Date Comp Comments ld Cd 06-23-2016 MP 20 Field Review 10-15-2010 MMM 20 Field Review Land Pricing В Use Code Zone Land Units Unit Price | Size Adj. Nbhd. Nbhd. Adi Adi Unit Pric Land Value Description District Site Index Cond Notes Location Adjustment 9360 VAC TAX TAKIN RR WD 0.140 AC 5 PAPER 71.000 180.679.00 5.12276 0.50 08 1.100 1.0000 509.063.08 Total Card Land Units 0.1400 AC Parcel Total Land Area: 0.1400 Total Land Value 71,000

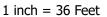
ONEPONSET STREET 067.0/0123/0000.0// State Use 9360 Property Location Map ID Bldg Name Vision ID 60839 Account # 292067001230000 Bldg # 1 Sec # 1 of 1 Card # 1 of 1 Print Date 12/21/2024 1:46:54 A Sketch **Building Detail** Building Detail (Continued) Element Code: Description Element Code: Description Foundation: Style: 99 Vacant Land Model 00 Foundation Con Vacant Grade: Bsmt Garage: Stories: Land Use Percentage Occupancy: Description Primary Siding: Code Percentage 9360 VAC TAX TAKING M00 100 Secondary Sidi 0 Roof Structure: 0 Roof Cover: Cost / Market Valuation Primary Walls: Secondary Wall RCN Primary Floors: Secondary Floo Heat Fuel: No Sketch Year Built: Heat Type: Effective Year Built lo Cooling Type: **Overall Condition:** Rooms: Remodel Rating Bedrooms: Year Remodeled: Bathroom(s): Depreciation % Half Bathroom(Obsolescence Functional: Bath Style: Obsolescence External: Jacuzzi: Trend Factor 1.000 Extra Fixtures: **Condition** Kitchen Style: **Condition %** Extra Kitchen(s) Percent Good Fireplace(s): RCNLD Gas Fireplace(s Dep % Ovr Extra Opening(Dep Ovr Comment Basement: Misc Imp Ovr FBM Sq. Feet: Misc Imp Ovr Comment FBM Quality: Cost to Cure Ovr Foundation: Cost to Cure Ovr Comment Outbuildings and Yard Items - Extra Building Features Code Description L/B Units Unit Price Yr Blt Condition % Gd Grade Grade Adj. Appr. Value **Building Sub-Area & Summary** Code Description GLA Gross Area Net Area Unit Cost Undeprec Value Total Gross Living Area / Lease Area 0 0 0 0





Aerial

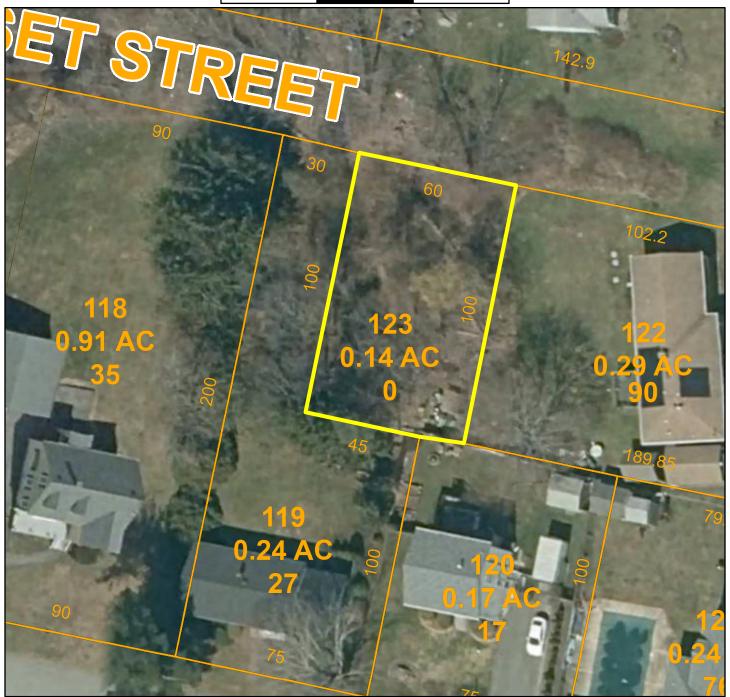
Town of Swansea, MA



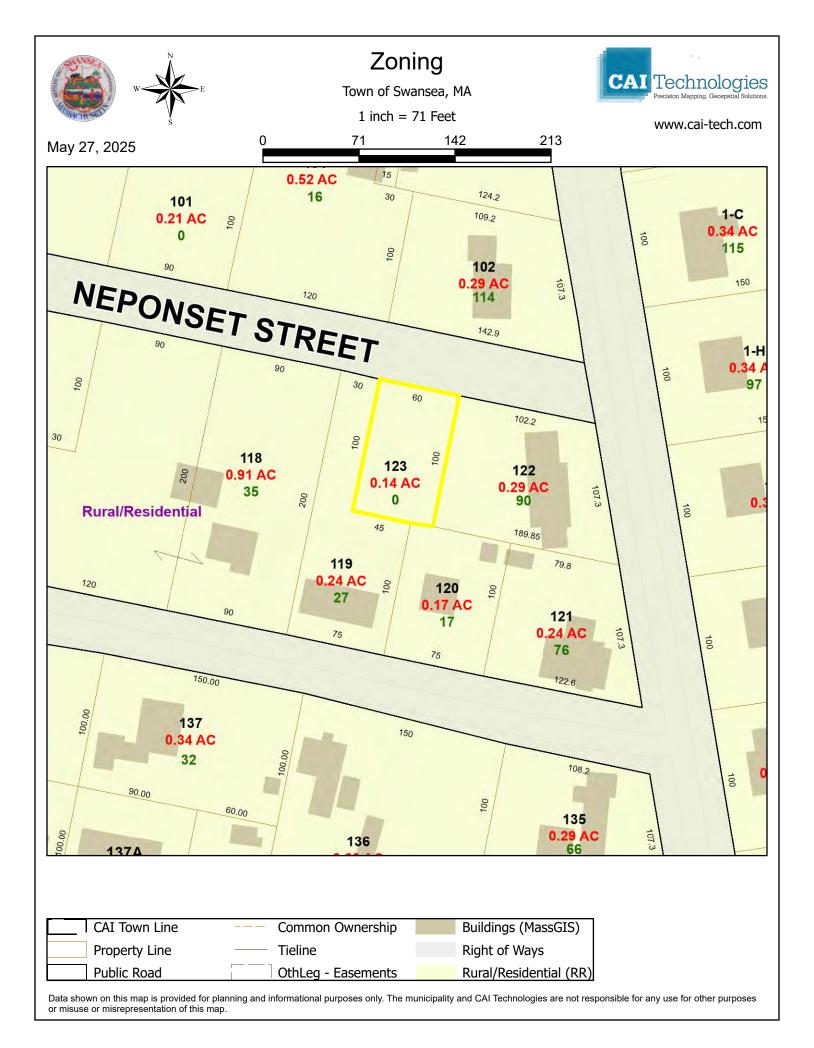


www.cai-tech.com

May 27, 2025 0 36 72 108



CAI Town Line	Common Ownership
Property Line	— Tieline
Public Road	OthLeg - Easements



Auction Ref: 25-2140 O WILDER ST., SWANSEA, MA

Purchase and Sales - Map 46, Lot 50 (0 Wilder Street)

(a)	DATE OF AGREEMENT:	June 26, 2025
(b)	PREMISES:	A parcel of land, with any improvements located thereon, Map 46, Lot 50 (0 Wilder Street).
(c)	SELLER:	Town of Swansea, acting by and through its Board of Selectmen
	Address:	Swansea Town Hall, 81 Main Street, Swansea, MA 02777
	Seller's Attorney:	Anthony C. Savastano, Esq.
	Address:	Anthony C. Savastano, Attorney-At-Law 404 County Street New Bedford, MA 02740
	Phone:	(508) 992-7000 Fax: (508) 984-1492
(d)	BUYER:	
(e)	Address:	
	Buyer's Attorney:	
	Address:	
	Phone:	Fax:
(f)	CLOSING DATE:	2025 at Noon.
(g)	PLACE:	Fall River Registry of Deeds, or a closing by mail, at Seller's election.
(h)	TITLE:	Quitclaim Deed

Town of Swansea Disposition of Property - Map 46, Lot 50 (0 Wilder Street)

<u>Information and Definitions</u>

1.

- 2. <u>COVENANT</u>. Seller agrees to sell and Buyer agrees to buy the Premises upon the terms hereinafter set forth.
- 3. <u>BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES</u>. Included in the sale as a part of said Premises are the buildings, structures, improvements now thereon, and the fixtures belonging to the Seller.
- 4. <u>TITLE DEED</u>. Said Premises are to be conveyed by a quitclaim deed running to Buyer, 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 a 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; and
 - (e) Easements, restrictions, and reservations of record, if any.

PURCHASE PRICE	. The agreed	purchase 1	price f	for said	Premises	is
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	Dollars (\$) of which
\$	was paid upon Buyer's on June 26, 2025 as a bid deposit;
\$	shall be paid today, which, together with the bid deposit of
	, shall constitute 10% of the Purchase Price for th
	Premises, and together shall be the deposit under this Agreement; and
\$	are to be paid at the time of delivery of the deed by certified, or bank check
	or by wire transfer, at Seller's discretion
\$	TOTAL
A separate 5% bu	yers' premium in the amount of \$ is due at time of closing.

- 6. <u>PLAN</u>. If Buyer desires a plan of the Premises, Buyer shall, at its sole cost and expense, prepare a survey plan in form adequate for recording or registration.
- 7. <u>POSSESSION AND DELIVERY OF PREMISES</u>. Full possession of said Premises free of all tenants and occupants, 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 and damage by casualty excepted, and (b) in compliance with provisions of any instrument referred to in Section 4 hereof. 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 Section.
- 8. <u>EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM</u>. If 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

Town of Swansea

Disposition of Property - Map 46, Lot 50 (0 Wilder Street)

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 Seller elects, in its sole discretion, 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 Seller shall give written notice thereof to Buyer at or before the time for performance hereunder. In no event, however, shall reasonable efforts require Seller to expend more than \$500, including attorneys' fees. Seller's obligations hereunder are subject to the availability and appropriation of funds to fulfill Seller's obligations.

9. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM.

If at the expiration of the extended time 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, 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.

10. BUYER'S ELECTION TO ACCEPT TITLE.

Buyer shall have the election, at either the original or any extended time for performance, to accept such title as Seller can deliver to the said Premises in their then condition and to pay therefore the purchase price, without deduction, in which case Seller shall convey such title.

11. USE OF MONEY TO CLEAR TITLE.

To enable Seller to make conveyance as herein provided, 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 in accordance with customary Massachusetts conveyancing practices.

12. ACCEPTANCE OF DEED

The acceptance of a deed by Buyer 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. ADJUSTMENTS.

A payment in lieu of taxes shall be paid in accordance with G.L.c. 44, §63A, as of the day of performance of this Agreement and the net amount thereof shall be added to the purchase price payable by Buyer at the time of delivery of the deed.

- 14. <u>DEPOSIT</u>. All deposits made hereunder shall be held in escrow by the Treasurer of the Town of Swansea as escrow agent, in a non-interest bearing account, 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 Seller and Buyer.
- 15. <u>BUYER'S DEFAULT; DAMAGES</u>. If Buyer shall fail to fulfill Buyer's agreements herein, all deposits made hereunder by Buyer shall be retained by Seller as Seller's sole and exclusive remedy at law and equity for Buyer's breach of this Agreement. The parties acknowledge and agree that Seller has no adequate remedy in the event of Buyer's default

under this Agreement because it is impossible to exactly calculate the damages which would accrue to Seller in such event. Therefore, acknowledging this fact, the parties agree that: (i) the deposit hereunder is the best estimate of such damages which would accrue to Seller in the event of Buyer's default, (ii) said deposit represents damages and not a penalty against Buyer, and (iii) the parties have been afforded the opportunity to consult an attorney with regard to the provisions of this Section.

- 16. <u>LIABILITY OF SHAREHOLDER, TRUSTEE, FIDUCIARY</u>. If Seller or Buyer executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither Seller or Buyer so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
- 17. <u>BROKERS</u>. Buyer represents and warrants to the Seller that Buyer has not contacted any real estate broker in connection with this transaction and was not directed to the other as a result of any services or facilities of any real estate broker. Buyer agrees to defend and indemnify the other against and hold the other harmless from any claim, loss, damage, costs or liabilities for any brokerage commission or fee which may be asserted against the Seller by any broker in connection with this transaction. The provisions of this Section shall survive the delivery of the deed.
- 18. <u>CONTINGENCIES</u>. The obligations of the parties are contingent upon the satisfaction of each of the following conditions:
 - (a) Buyer shall have complied with the disclosure provisions of G.L. c.7C, §38, and Seller and Buyer agree to diligently pursue full compliance with said statute. Seller shall prepare and file all required statements;
 - (b) Compliance with the provisions of G.L. c.30B, §16;
 - (c) Compliance with any other requirements of the Massachusetts General or Special Laws relative to the sale of property by Seller.
- 19. <u>AFFIDAVITS</u>. At the time of delivery of the deed, Seller shall execute and deliver all the usual and customary affidavits required by Buyer's attorney or Buyer's lender's attorney, including but not limited to a statement under oath to any title insurance company issuing a policy to Buyer and/or Buyer's mortgagee to the effect that: (1) there are no tenants, lessees or parties in possession of the Premises, except as noted herein, or mechanics liens encumbering the Premises; and (2) that Seller is not a foreign person subject to the withholding provisions of the Internal Revenue Code of 1986, as amended (FIRPTA).

20. HAZARDOUS MATERIALS.

Buyer acknowledges that Buyer has not been influenced to enter into this transaction and that Buyer has not relied upon any warranties or representations not set forth in this Agreement. Buyer represents and warrants that it or its agents have conducted a full inspection of the Premises, and based upon Buyer's investigation, Buyer is aware of the condition of the Premises and will accept the Premises "AS IS", subject to Buyer's right to terminate this Agreement under Section 21. Buyer acknowledges that Seller has no responsibility for hazardous waste, oil, hazardous material or hazardous substances, as those terms are defined by any applicable law, rule or regulation, including, without limitation, the Massachusetts Oil and Hazardous Materials Release Prevention and Response Act, M.G. L. c. 21E, the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. and the Resource Conservation and Recovery Act, as amended,

Town of Swansea

Disposition of Property - Map 46, Lot 50 (0 Wilder Street)

42 U.S.C. §§ 6901 et seq. (herein collectively referred to as "Hazardous Materials") on, in, under or emitting from the Premises or for any other condition or defect on the Premises, and shall defend, indemnify and hold harmless Seller form any and all losses, damages, costs, claims, fines, expenses and liabilities relating to said Hazardous Materials. The provisions of this Section shall survive delivery of the deed.

21. <u>CONDITION OF PREMISES</u>.

Seller agrees to deliver the Premises at the time of delivery of Seller's deed in a condition substantially similar to its condition at the time of the signing of this Agreement, removing all of Seller's personal property therefrom which is not being sold to Buyer, or left for its benefit, as consented to by it. Until the delivery of the deed, Seller shall maintain insurance on the Premises as presently insured.

- 22. <u>CASUALTY; CONDEMNATION</u>. Notwithstanding anything herein to the contrary, in the event that all or a substantial part of the Premises is damaged or destroyed by fire, vandalism or other casualty (and such fire, vandalism or other casualty is not the result of the negligence of Buyer, or its agents, employees, contractors and invitees), or in the event of a taking of all or substantially all of the Premises by eminent domain by an entity other than Seller, Seller or Buyer, may, at its option, terminate this Agreement, whereupon all deposits made by Buyer under this Agreement shall be returned. "Substantial part" shall be defined as that portion of the Premises which if damaged or taken by eminent domain would materially and adversely affect the use of the Premises for the purposes set forth herein.
- 23. <u>ASSIGNMENT</u>. Buyer shall not assign this Agreement or any of its rights hereunder without prior written consent of Seller, which may be withheld in Seller's sole and absolute discretion.
- 24. <u>TITLE OR PRACTICE STANDARDS</u>. Any matter or practice arising under or relating to this Agreement which is the subject of a title standard or a practice standard of the Massachusetts Real Estate Bar Association at the time for delivery of the deed shall be covered by said title standard or practice standard to the extent applicable.
- 25. <u>CLOSING</u>. The deed and other documents required by this Agreement are to be delivered and the Purchase Price paid at the Date and Time of Closing and at the Place of Closing. Unless the Closing takes place at the appropriate Registry of Deeds, all documents and funds are to be delivered in escrow subject to prompt rundown of title and recording, which term shall include registration in the case of registered land.
 - 26. <u>BUYER'S WARRANTIES</u>. Buyer hereby represents and warrants:
 - (a) This Agreement and all documents to be executed by Buyer and delivered to Buyer at the closing are, or at the time of the closing will be, duly authorized, executed and delivered by Buyer.
 - (b) Buyer hereby acknowledges and agrees that, except for the representations and warranties of Seller expressly set forth in this Agreement, Buyer has not relied upon nor been induced by any representations, warranties, guarantees, promises or statements, whether written or oral, express or implied, or whether made by Seller or any employee or representative of Seller.

mailed by certified mail, return	when sent by Federal Express or other similar courier service, or (c) when receipt requested, or (d) confirmed facsimile transmission (provided such llowed by other acceptable means of sending notice), addressed in the case of:
Seller:	Board of Selectmen c/o Office of Town Administrator Swansea Town Hall 81 Main Street Swansea, MA 02777
With a copy to:	Anthony C. Savastano, Esq. Anthony C. Savastano Attorney-At-Law, P.C 404 Country Street New Bedford, MA 02740
In the case of Buyer:	
With a copy to:	

NOTICE. Any notice required or permitted to be given under this Agreement shall be in

writing and signed by the party or the party's attorney or agent and shall be deemed to have been given: (a)

By such notice, either party may notify the other of a new address, in which case such new address shall be employed for all subsequent deliveries and mailings.

- 28. <u>SELLER DEFAULT</u>. In the event that Seller defaults under this Agreement, Buyer shall be entitled to terminate this Agreement and receive a refund of the deposit. The foregoing shall be Buyer's sole and exclusive remedy at law and in equity for any breach of this Agreement by Seller.
- 29. <u>POST CLOSING COMPLIANCE AND ADJUSTMENTS</u>. If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice hereof is given within six (6) months of the date of the delivery of the deed to the party to be charged, then such party agrees to make a payment to correct the error or omission. This provision shall survive delivery of the Deed.

Town of Swansea Disposition of Property - Map 46, Lot 50 (0 Wilder Street)

27.

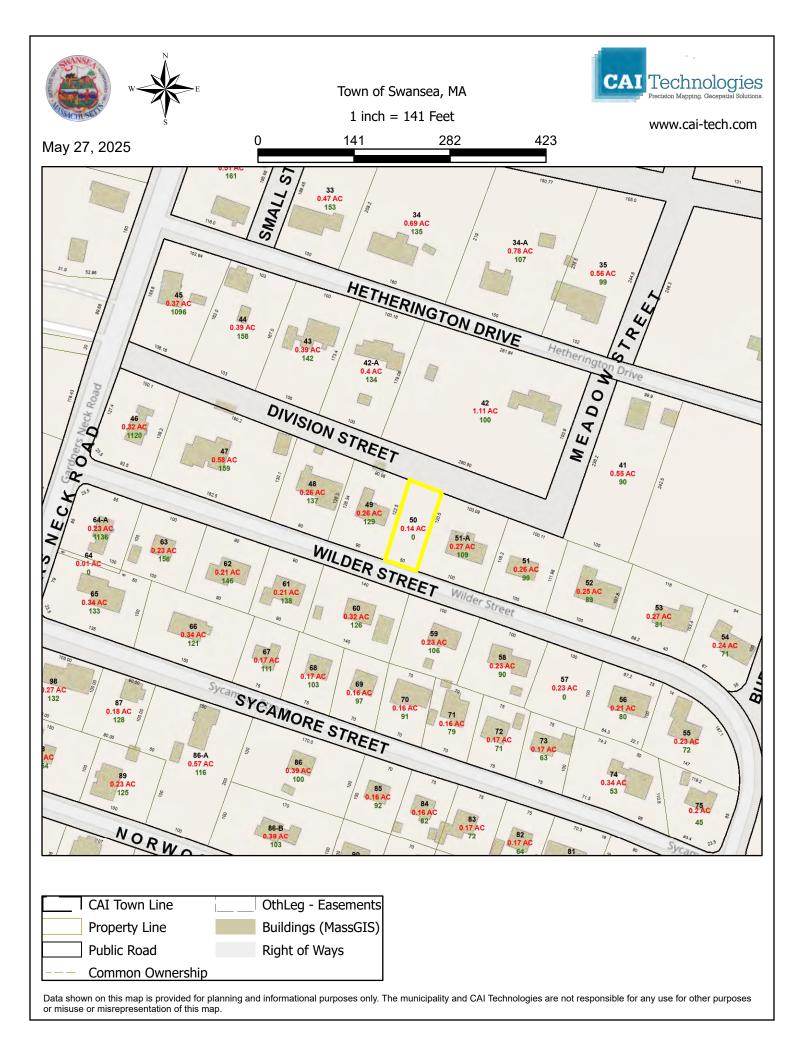
- 30. <u>EXTENSIONS</u>. Buyer and Seller hereby authorize their respective attorneys (as the case may be) to execute on their behalf any extensions to the time for performance and any change of location and/or time for delivery of the deed. Buyer and Seller shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge before the execution or other consent to such extensions that either party has disclaimed the authority granted herein to bind them. For purposes of this Agreement, facsimile signatures shall be construed as original.
- 31. <u>CONSTRUCTION</u>. This instrument is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both Seller and 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.
- 32. <u>GOVERNING LAW</u>. This Agreement shall be governed exclusively by the provisions of the laws of the Commonwealth of Massachusetts, and any actions, suits or other claims pertaining or relating to this Agreement shall be brought within the courts of Massachusetts.
- 33. <u>SEPTIC SYSTEM.</u> The subsurface sewage disposal system currently serving the Premises may not comply with the requirements of Title 5 of the State Environmental Code. The Buyer agrees to purchase the Premises "AS IS" with respect to the subsurface sewage disposal system. The Premises is conveyed subject to the condition that the Buyer shall have compliant Title 5 Inspection completed within six (6) months of purchase. The Buyer will then, if necessary, upgrade the sewage disposal system to be compliant with Title 5 of the State Environmental Code, and further shall comply with any and all rules and regulations of the Massachusetts Department of Environmental Protection and the Swansea Board of Health applicable to the Premises. The provisions of this Section shall survive delivery of the deed.

[signature page follows]

Seller:	Buyer:	
Town of Swansea,		
By it Town Administrator		

0 WILDER STREET Plat/Block/Lot: 046.0/ 0050/ 0000.0// State Use 9380 Property Location Bldg Name Vision ID 58403 Account # 292046000500000 Blda # 1 Sec # 1 of 1 Card # 1 of 1 Print Date 12/20/2024 8:50:03 P Ownership / Mailing Address Topography Utilities Street Location Current Assessment 4 Two-Way Description Code Appraised Assessed 718 **TOWN OF SWANSEA** 1 Paved 2 Public Water EXM LAND 9380 16,000 16.000 2 Light Supplemental Data Community Data SWANSEA, MA **81 MAIN STREET** 292/0460-0050-00000 Alt Prcl ID Voting District 46/50 School Distric Subdivisio Tax Class: E Trash Day: **SWANSEA** MA 02777-4699 Total Finis 0 Yard Waste D Total Acres .139 Owner Occup Chapter La GIS ID M 224914 830034 Assoc Pid# 16.000 Total 16,000 Ownership History Date of Sale Sale Price VC Book Page Q/U V/I Assessment History Code Assessed Code Assessed Code Assessed Year Year Year TOWN OF SWANSEA 0000 0000 Q V 0 00 2025 9380 16,000 2024 9380 16,000 2023 9380 11,900 11.900 Totals: 16.000 Previous Total 16.000 Previous Total Exemptions Other Assessments This signature acknowledges a visit by a Data Collector or Assessor Year: Code: Description Amount: Code Description Number Amount Comm Int Appraised Value Summary Appraised Bldg. Value (Card) Total 0.00 Assessing Neighborhood Appraised Xf (B) Value (Bldg) 0 Batch Nbhd Nbhd Name Block Tracing 0 Appraised Ob (B) Value (Bldg) **RES** 0001 16,000 Appraised Land Value (Bldg) Notes (Continued) Notes Special Land Value Total Appraised Parcel Value 16.000 Valuation Method С ASSOC PAR 1:00046/0050/ Α Parcel Status **Total Appraised Parcel Value** 16,000 Building / Plumbing / Electrical / Mechanical / Demo Permits Visit History Issue Date Insp Date Visit Date: Purpost/Result Permit Id Type Description Amount % Comp Date Comp Comments ld Cd 05-23-2016 TW 20 Field Review 10-07-2010 SF 20 Field Review Land Pricing В Use Code Land Units Unit Price | Size Adj. Nbhd. Nbhd. Adi Adi Unit Pric Land Value Description Zone District Site Index Cond Notes Location Adjustment 9380 TOWN OF SWA RR WD 0.140 AC 5 12 1.250 180.679.00 5.12276 0.10 1.0000 115.688.76 16.000 Total Card Land Units 0.1400 AC Parcel Total Land Area: 0.1400 Total Land Value 16,000

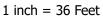
0 WILDER STREET 046.0/0050/0000.0// State Use 9380 Property Location Map ID Bldg Name Vision ID 58403 Account # 292046000500000 Bldg # 1 Sec # 1 of 1 Card # 1 of 1 Print Date 12/20/2024 8:50:03 P Sketch **Building Detail** Building Detail (Continued) Element Code: Description Element Code: Description Foundation: Style: 99 Vacant Land Model 00 Foundation Con Vacant Grade: Bsmt Garage: Stories: Land Use Percentage Occupancy: Description Primary Siding: Code Percentage TOWN OF SWANSEA 9380 100 Secondary Sidi 0 Roof Structure: 0 Roof Cover: Cost / Market Valuation Primary Walls: Secondary Wall RCN Primary Floors: Secondary Floo Heat Fuel: No Sketch Year Built: Heat Type: Effective Year Built lo Cooling Type: **Overall Condition:** Rooms: Remodel Rating Bedrooms: Year Remodeled: Bathroom(s): Depreciation % Half Bathroom(Obsolescence Functional: Bath Style: Obsolescence External: Jacuzzi: Trend Factor 1.000 Extra Fixtures: **Condition** Kitchen Style: **Condition %** Extra Kitchen(s) Percent Good Fireplace(s): RCNLD Gas Fireplace(s Dep % Ovr Extra Opening(Dep Ovr Comment Basement: Misc Imp Ovr FBM Sq. Feet: Misc Imp Ovr Comment FBM Quality: Cost to Cure Ovr Foundation: Cost to Cure Ovr Comment Outbuildings and Yard Items - Extra Building Features Code Description L/B Units Unit Price Yr Blt Condition % Gd Grade Grade Adj. Appr. Value **Building Sub-Area & Summary** Code Description GLA Gross Area Net Area Unit Cost Undeprec Value Total Gross Living Area / Lease Area 0 0 0 0





Aerial

Town of Swansea, MA





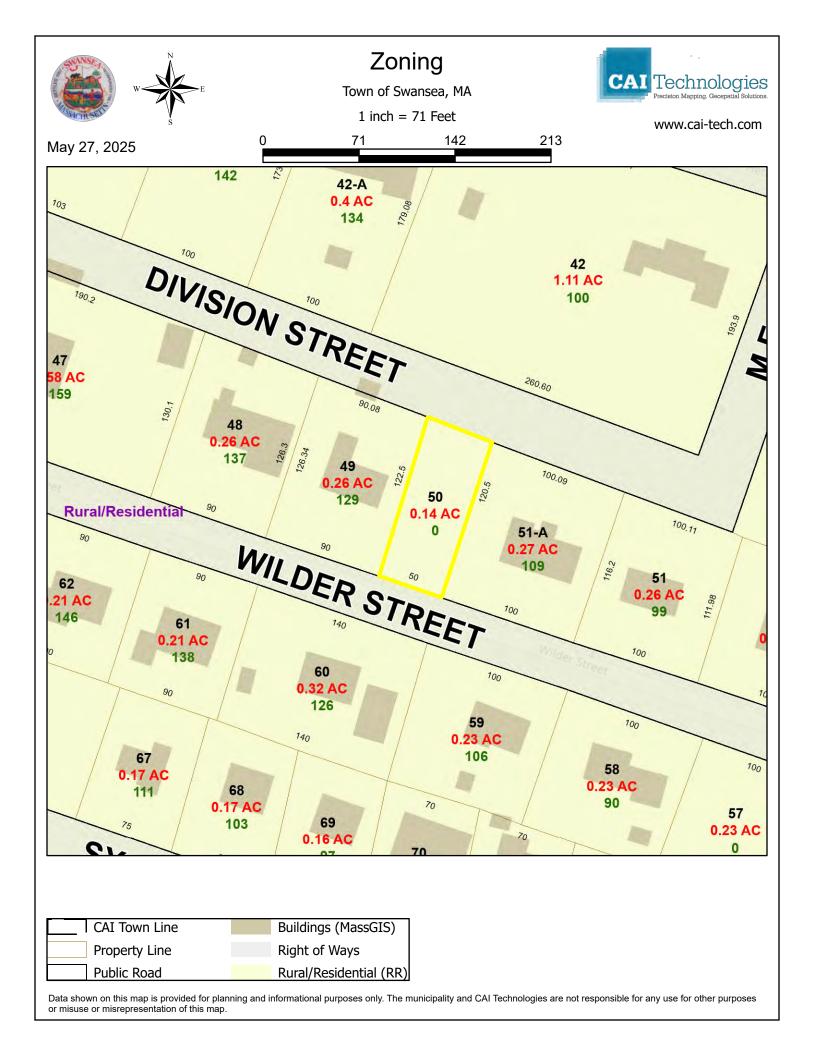
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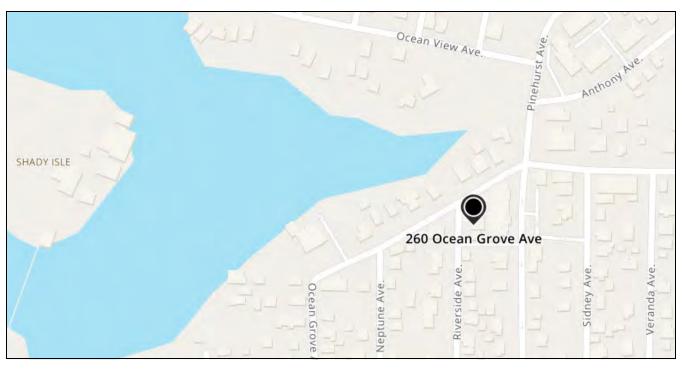


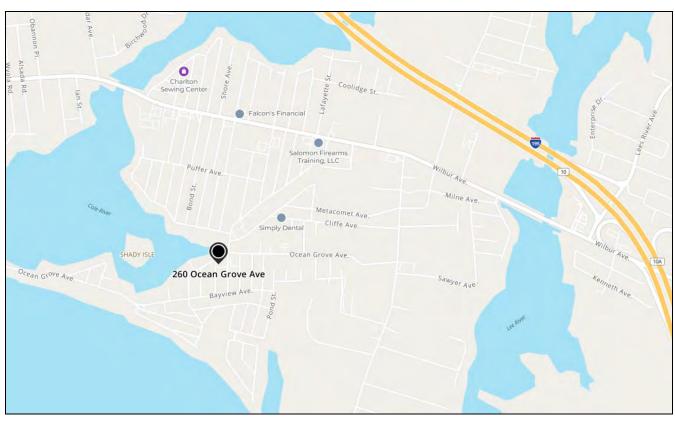
CAI Town Line
Property Line
Public Road

Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.



AUCTION SITE – COUNCIL ON AGING 260 Ocean Grove Ave, Swansea, MA







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

Let JJManning Auction your Valuable Real Estate

Marketing | Experience | Integrity | Results

JJManning Auctioneers specializes in the accelerated marketing of residential and commercial real estate. We work with progressive sellers and real estate brokers to offer dynamic and award-winning marketing solutions.

Call or Visit **JJManning.com** for a Free Consultation!