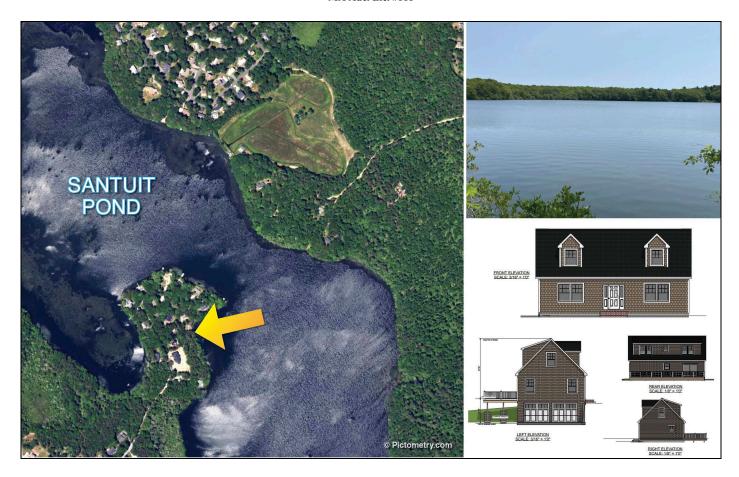


## **REAL ESTATE AUCTION**

# .24+/- ACRE WATERFRONT LOT Briant's Neck on Santuit Pond Special Permit & Approvals in Place for 3BR Home 9 SANTUIT LN., MASHPEE (CAPE COD), MA Friday, October 10 at 11am On-site

MA Auc. Lic. #111



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### **DISCLAIMER**

### WAIVER & CONFIDENTIALITY AGREEMENT\*

\*You must sign & return in order to receive additional information

# TRANSMITTAL LETTER TERMS & CONDITIONS BUYER'S PREMIUM SAMPLE P&S PROPERTY INFORMATION & PHOTOS

**LOCATION MAP** 



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.

PLEASE COMPLETE, SIGN & DATE THIS DOCUMENT FAX TO 508-362-1073 (OR) EMAIL TO <u>AUCTIONS@JJMANNING.COM</u>
WE WILL EMAIL YOU THE LINK TO THE PASSWORD PROTECTED PDF FILE IN RETURN

# WAIVER & CONFIDENTIALITY AGREEMENT BIDDER INFORMATION REQUEST – 9 SANTUIT LANE, MASHPEE, MA

To receive a copy of the bidder related documents on file including: (Plans, Permit, Approvals, etc.) for the property known as 9 Santuit Lane, Mashpee, MA, you are required to return a completed and signed copy of this form to JJManning Auctioneers prior to the release of any materials to you.

In regard to the above property, <b>R Investments LLC, Seller - Michael Rigoli, Principal</b> are providing to prospecti	ve purchaser:
(Full Name)	
(E-Mail Address)	
(Daytime Phone) (Co. Name)	
(Mailing Address)	
the documents for the property identified above for such information (if any) as prospective purchaser deems approvals and/or related documents to contain.	the plans, permits,
<b>R Investments LLC, Seller - Michael Rigoli, Principal, JJManning Auctioneers</b> and their agents, employees and a representation whatsoever regarding the accuracy of these documents or the qualifications of the reporting firm will be sold without representation or warranty whatsoever as to its condition, occupancy or fitness for habitat	m(s). All the premises
You should conduct such further investigations as you see fit and consult with your own attorney.	
RELEASE AND WAIVER  The undersigned has requested an e-mail copy of any confidential documents, plans, permits, approvals & information the property marked above. The undersigned does hereby forever release and discharge R Investme Rigoli, Principal, JJManning Auctioneers and its agents, employees and attorneys from any and all damages, can disabilities relating in any way to any reliance by the undersigned or any information contained in said documents or as to the accuracy of information contained therein. The undersigned agrees that R Investments LL Rigoli, Principal, JJManning Auctioneers and their agents, employees and attorneys have not made and do not or warranties whatsoever regarding the documents regarding the property, and acknowledges and agrees to the	ents LLC, Seller - Michael laims, demands, actions, uments regarding the .C, Seller - Michael make any representation
(a) R Investments LLC, Seller - Michael Rigoli, Principal, JJManning Auctioneers makes absolutely NO RI OR WARRANTIES WHATSOEVER with respect to the information contained therein, or as to the accuracy contained therein, either at the time it was prepared or at the present time;  (b) The information contained in these documents shall remain confidential and may not be disclosed by (c) The information contained therein is being provided to you FOR INFORMATIONAL PURPOSES OF BE RELIED UPON BY YOU IN ANY MATTER WHATSOEVER, including, without limitation, being used determining whether or not to submit a pre-auction offer or bid at the public auction to be conducted by R Investigated Rigoli, Principal, JJManning Auctioneers or (ii) determining the amount of any such offer or bid.	of the information  you to any other party;  NLY AND MAY NOT  in connection with (i)  estments LLC, Seller -
Signature Date	







September 16, 2025

#### Dear Prospective Bidder:

JJManning Auctioneers is pleased to offer 9 Santuit Lane, Mashpee (Cape Cod), MA. This .24+/- acre waterfront lot is a rare Briant's Neck property on Santuit Pond with a special permit and approvals in place for a 3-bedroom home. Special permit is to raze the existing 640+/- sf improvement and to replace with a new home further from shore with an AI septic system and mitigation planting.

Don't miss this chance to create your own secluded waterfront oasis on a short private unpaved road. Close to conservation, ocean beaches, marinas, world-class golf, shopping & restaurants. Rare opportunity for this level of privacy with easy access to Routes 6, 28 & 130. Please review the rest of this information package, complete and return the Waiver & Liability Agreement included so as to receive an email link to additional information including plans, approvals, etc.

The owners have chosen auction, the accelerated method of marketing, for the sale of this fabulous property. Their decision allows you to set the market price for this terrific lot with your bid. You will buy the property at the lowest possible price by bidding one increment higher than the competition. An opportunity not to be missed.

As you know, the property is being sold "as is, with all faults". There is a large amount of information in the Property Information Packages (PIPs), please review it carefully and conduct your own additional due diligence as appropriate. Please note this is a fenced property without access prior to auction. The auction will be held on Friday, October 10<sup>th</sup> at 11am on-site. Don't miss it! If you can't attend but wish to make an Absentee Bid, give us a call.

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

Don't forget to have the \$15,000 certified deposit check made out to yourself and bring it with you to the auction. You must show the check at registration in order to receive a Bidder Number. You must have a Bidder Number in order to bid at this open, outcry auction.

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

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

Sincerely,

Justin J. Manning, CAI, AARE

President



### REAL ESTATE AUCTION

# .24+/- ACRE WATERFRONT LOT Briant's Neck on Santuit Pond Special Permit & Approvals in Place for 3BR Home 9 SANTUIT LN., MASHPEE (CAPE COD), MA Friday, October 10 at 11am On-site

Auc. #25-2159 MA Auc. Lic. #111

<u>Terms of Sale:</u> 10% deposit of which Fifteen Thousand Dollars (\$15,000.00) must be presented in certified or bank check. Remainder of the 10% deposit in wire transfer, certified or bank check by 4:00 p.m. ET on Monday, October 13, 2025. Balance in 30 days.

- <u>A.</u> Make the certified deposit check payable to yourself. If you are the successful bidder, you will endorse the check to JJManning Auctioneers, Escrow Agent.
- <u>B.</u> Closing will take place on or before Monday, November 10, 2025 (30 days from the auction) unless otherwise agreed upon by Seller, in writing.
- <u>C.</u> A Buyer's Premium of TEN PERCENT (10%) will be added to the high bid. Their sum will constitute the Total Purchase Price. See Buyer's Premium explanation elsewhere in this Bidder Information Package.
- <u>D.</u> The property is being sold "as is, with all faults". We encourage you to review all information provided in regard to the property. You must rely on your own auction day inspection and judgment when bidding on this property.
- <u>E.</u> Auctioneer reserves the right to enter protective bids on behalf of Seller.
- <u>F.</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>G.</u> The property is <u>NOT</u> being sold with a financing contingency, so we recommend that you pre-qualify yourself with your lending institution before bidding at the auction sale. This will allow you to bid with confidence!
- <u>H.</u> Other terms, if any, to be announced at the auction sale.



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

EXAMPLE:

Bid Price: \$100,000.00

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

-----

Contract sales price: \$110,000.00

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

# AUCTION PURCHASE AND SALE AGREEMENT (MA Auctioneer Lic# 111)

This 10th day of October, 2025

#### 1. PARTIES AND MAILING ADDRESSES

R Investments LLC hereinafter called the SELLER, agrees to SELL and

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

#### 2. DESCRIPTION

The land with the buildings thereon known as 9 Santuit Lane, Mashpee, Massachusetts.

#### 3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Included in the sale as a part of said premises are the buildings, structures, and improvements now thereon, and the fixtures belonging to the SELLER and used in connection therewith including, if any, all wall-to-wall carpeting, drapery rods, automatic garage door openers, venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposals, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants, and ONLY IF BUILT IN, refrigerators, air conditioning equipment, ventilators, dishwashers, washing machines and dryers; and none. Any non-titled personal property left at the premises as of closing is considered abandoned and shall become the responsibility of the buyer. The SELLER, its agents or representatives have not made any representations, warranties, promises, covenants, agreements or guarantees, implied or expressed, oral or written with respect to the conformity of the property to any zoning, land use regulations, or suitability for potential development or subdivision, other than what is allowed under the Special Permit from the Town of Mashpee.

#### 4. TITLE DEED

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

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

#### 5. PLANS

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

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The agreed p	urchase price for said p	oremises isdollars, of which
	\$	have been paid as a deposit this day and
	\$	are to be paid in wire transfer, certified, cashier's, treasurer's or bank check(s) by 4:00 pm ET Monday, October 13, 2025 as the additional deposit
	\$	are to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s)
	¢	ΤΟΤΑΙ

#### 7. TIME FOR PERFORMANCE DELIVERY DEED

Such deed is to be delivered on or before Monday, November 10, 2025 (30 days of the date of this agreement) at the office of SELLER'S attorney, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

#### 8. POSSESSION AND CONDITION OF PREMISES

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

#### 9. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto, unless the SELLER elects to use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of up to ninety days.

#### 10. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

#### 11. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction. In which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either (a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration; or (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

#### 12. ACCEPTANCE OF DEED

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

#### 13. USE OF SELLER MONEY TO CLEAR TITLE

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

#### 14. INSURANCE

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

#### 15. ADJUSTMENTS

Collected rents, mortgage interest, water and sewer use charges, operating expenses (if any) according to the schedule attached hereto or set forth below, condominium or home owner's association fees if applicable, and taxes for the then current fiscal year, shall be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. Uncollected rents for the current rental period shall be apportioned if and when collected by either party.

#### 16. ADJUSTMENT OF UNASSESSED TAXES

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained.

#### 17. BROKER

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

Buyer's	Initials:

#### 18. DEPOSIT

All deposits made hereunder shall be held in escrow by JEROME J. MANNING & Co., INC as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this agreement pending instructions mutually given by the SELLER and the BUYER.

#### 19. BUYER'S DEFAULT

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

#### 20. CONTINGENCIES

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

#### 21. WARRANTIES AND REPRESENTATIONS

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

#### 22. CONSTRUCTION OF AGREEMENT

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

#### 23. LEAD PAINT LAW

The BUYER acknowledges that whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age. BUYER further acknowledges that he has been notified of said lead paint law by SELLER and AUCTIONEER.

#### 24. SMOKE DETECTORS/SEPTIC/WATER

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

#### 25. SPECIAL PERMIT/FENCING

The BUYER understands that the ability to build a home on the site is subject to a Special Permit. Buyer acknowledges the terms and conditions of the Special Permit issued by the Town of Mashpee and contained within the bidder's package. Once the property closes, the rental fence protecting the structure will be canceled and removed, approximately one week after closing. The building department will require that fence be replaced immediately by the new owner until the structure and cesspool are removed.

#### 26. SOPHISTICATED BUYER

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

Buyer's Initials:	:
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NOTICE: This is a legal document that creates binding obligat	ions. If not understood, consult an attorney.
R Investments LLC, Seller - Michael Rigoli, Principal	BUYER
By:	
By:	BUYER
Buyer's Mailing Address (Street or P.O. Box)	Buyer's Attorney (Name)
Buyer's Mailing Address (City, State & Zip Code)	Buyer's Attorney (Firm)
Buyer's Daytime Phone	Buyer's Attorney's Address (Street or P.O. Box)
Buyer's Evening Phone	Buyer's Attorney's Address (City, State & Zip Code)
	Buyer's Attorney's Phone

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

# .24± ACRE WATERFRONT LOT

9 Santuit Ln, Mashpee (Cape Cod), MA **Briant's Neck on Santuit Pond** 

**Special Permit & Approvals in Place for 3-BR Home** 











**AUCTION:** Friday, October 10 at 11am On-site

Chance to create your own secluded waterfront oasis on a short private unpaved road. Close to conservation, ocean beaches, marinas, world-class golf, shopping & restaurants. Rare opportunity for this level of privacy with easy access to Routes 6, 28 & 130.

Special Permit: SP-2025-01 to raze existing improvement & replace with new 960± sf (24' x 40') 2-story, 3-BR home with 2-car garage under further from shore. Al septic to replace cesspool, drywells installed & mitigation planting to be implemented in area of current home.\*

\* Note: All will be responsibility of the buyer. Fenced site, no access.

Existing Impovements: 640± sf wood-frame bungalow built 1953 with 2 BR, 1 BA, 1 fireplace & porch.

Parcel ID: 30-15-0

Zoning: R-5, portion in Groundwater Protection

FEMA Flood Zone: X, non-hazard (25001C0539J 7/16/14)

Water & Sewer: Private

Legal Ref: Barnstable County 35615-242 See Property Info Package: Special Permit,

OCC, site plan, landscape plan, conceptual house plans & more

10% certified deposit of which \$15,000 in certified or bank check at the auction & remainder by 4pm ET on Monday, October 13, 2025. Balance in 30 days. 10% Buyer's Premium will be added to the high bid & result will be the total purchase price. Other terms, if any, announced at the sale. All information derived from reliable sources believed correct, but not guaranteed. Buyers shall rely entirely on their own judgment and inspection. Announcements from the Auction Block take precedence over any previously printed material or any other oral statements made. JJManning Auctioneers is acting exclusively on behalf of Seller in this transaction.

#### Pre-auction Offers:

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

#### **Buyer's Broker Terms:**

Up to 2% Broker Commission offered. Visit www.JJManning.com for mandatory broker pre-registration requirements.



Property Info, Broker Reg & Full Terms at:

**JJManning.com** 800.521.0111

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











MA AUC LIC 111 • MA BROKER LIC 5850 Brochure 1850 · Ref 25-2159

am	SEQ#:	1,559

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Robert C. Sharkey of \$200 N. Plaza Apt. 2302, Austing Trexas, a single man
For consideration of Three Hundred Twenty Thousand Dollars (\$320,000.00) paid

Grants the below described property to

R Investments LLC, with an address of 775 E. Falmouth Highway, Unit 303, East Falmouth, MA 02536-0191

with QUITCLAIM COVENANTS

the land and buildings in Mashpee, Barnstable County, Massachusetts, described as follows:

Being Lot 21 a shown on a plan dated January 18, 1960 and recorded with the Barnstable Registry of Deeds, Plan Book 152, Page 143, and also in Plan Book 155, Page 49. Said premises are conveyed subject to the restrictions contained in a deed from Santuit Lake Shores, Inc. to Charles W. Sharkey and Mary J. Sharkey, dated February 21, 1961 and recorded at the Barnstable County Registry of Deeds in Book 1106, Page 15, to the extent that they are in force and effect, together with the right to use all streets and ways as shown on the aforesaid plans, for all purposes for which streets and ways are commonly used in the town of Mashpee in common with others lawfully entitled thereto.

This deed releases any homestead rights in the premises and the Grantor warrants under the pains and penalties of perjury that no other individuals are entitled to any rights of Homestead under M.G.L.c. 188 in the premises conveyed herein.

For my title, see the deed recorded in Book 33340 Page 330 and Book 35555 Page 274.

MASSACHUSETTS STATE EXCISE TAX
BARNSTABLE COUNTY REGISTRY OF DEEDS
Date: 01-30-2023 @ 09:14am

Ct1#: 121 Doc#: 4043
Fee: \$1,094.40 Cons: \$320,000.00

BARNSTABLE COUNTY EXCISE TAX
BARNSTABLE COUNTY REGISTRY OF DEEDS
Date: 01-30-2023 @ 09:14am

Ctl#: 121 Doc#: 4043
Fee: \$979.20 Cons: \$320,000.00

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ED under oath as a scaled instrument this

EXECUTED under oath as a scaled instrument this 25 day of January 2023

Robert C. Sharkey

#### STATE OF TEXAS

TraviS County

January 25<sup>th</sup> , 2023

On the date first above written, before me, the undersigned notary public, personally appeared ROBERT C. SHARKEY, who proved to me through satisfactory evidence of government-issued picture identification which was a \*\State-Issued Driver's License; \subseteq State ID; \subseteq Passport; \subseteq Other Government Issued ID; or \subseteq Upon my personal knowledge of the undersigned, known by me and to me known to be the person who executed the foregoing document, and they further acknowledged that he executed the foregoing document as his free act and deed, and who swore or affirmed to me that the statements contained therein are truthful and accurate to the best of his knowledge and belief.

MIRANDA MARY SAUCEDO
Notary Public, State of Texas
Comm. Expires 06-10-2023
Notary ID 132045393

Mulanda Menuy funcce
Notary Public: Miranda mary Saucedo
My Commission Expires 06/10/2073

# PHOTO GALLERY PROPERTY ADDRESS











### Santuit Pond, Mashpee

#### **General Information**

Santuit Pond is a shallow, fertile, 176-acre enlarged Great Pond with a maximum depth of 11 feet and an average depth of 6.5 feet. The bottom is predominantly sand overlain with muck, with some areas of gravel and rubble. The pond is groundwater fed and forms the headwaters of the Santuit River (also known as the Cotuit River). Once dominated by submerged aquatic vegetation, algae blooms have dominated in the summer recently and in 2012 the town installed floating solar-powered water circulators to help control cyanobacteria. The 3.6 miles of shoreline are moderately developed with homes and cranberry bogs and is generally steep and wooded.

#### **Recreational Access**

Access is provided by a town managed gravel ramp suitable for cartop boats, canoes and light trailered boats off of Timberlane Drive in the northwest section of the pond (70°27'49.34"W 41°39'25.71"N). There is parking for approximately six vehicles. During the summer months, parking is limited to town residents with stickers only but boats can be launched and nearby roadside parking can be found. Public hiking access is also available through the Santuit Pond Preserve on the southern end of the pond. The primary access to the Santuit Pond Preserve is in Barnstable where a small access area is available off Santuit-Newtown Road just to the north and west of the Lovells Pond Boat Ramp. A new access to the preserve lands has been created in Mashpee off Route 130 (70°27'36.20"W 41°38'36.44"N). Please contact town of Mashpee for additional information, and/or restrictions pertaining to public access.

#### **Fish Populations**

The following fish species were found during MassWildlife surveys: Largemouth Bass, Chain Pickerel, Golden Shiner, Pumpkinseed, Alewife (searun), Yellow Perch, Brown Bullhead, White Sucker, White Perch and American Eel.

#### **Fishing**

Santuit Pond is one of the most fertile ponds on Cape Cod and offers good fishing for Largemouth Bass, Chain Pickerel, Pumpkinseed, and Brown Bullhead. There are big Largemouth Bass here due to the food supply provided by the River Herring which run up the Santuit River. Santuit Pond is a good bet for ice fishing when conditions permit. Santuit Pond has produced Yellow Perch, White Perch, Smallmouth Bass, and Chain Pickerel that meet minimum sizes for recognition by the Freshwater Sportfishing Awards Program.

Other nearby ponds are Mashpee-Wakeby Ponds and Lovells Pond.

#### **Useful Links:**

Get your Fishing License

**Freshwater Fishing** 

**Trout Stocking Information** 

<u>Freshwater Sportfishing Awards</u> <u>Program</u>

#### Learn more:

Mass.gov/MassWildlife

#### Connect with us:

Facebook.com/MassWildlife

# Your local MassWildlife office:

195 Bournedale Road Buzzards Bay, MA 02532 (508) 759-3406

#### **STOP AQUATIC HITCHIKERS!**

Prevent the transport of nuisance species. Clean all recreational equipment. ProtectYourWaters.net

Updated: 2018

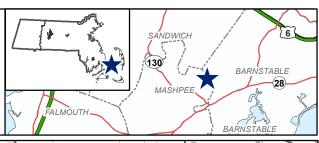


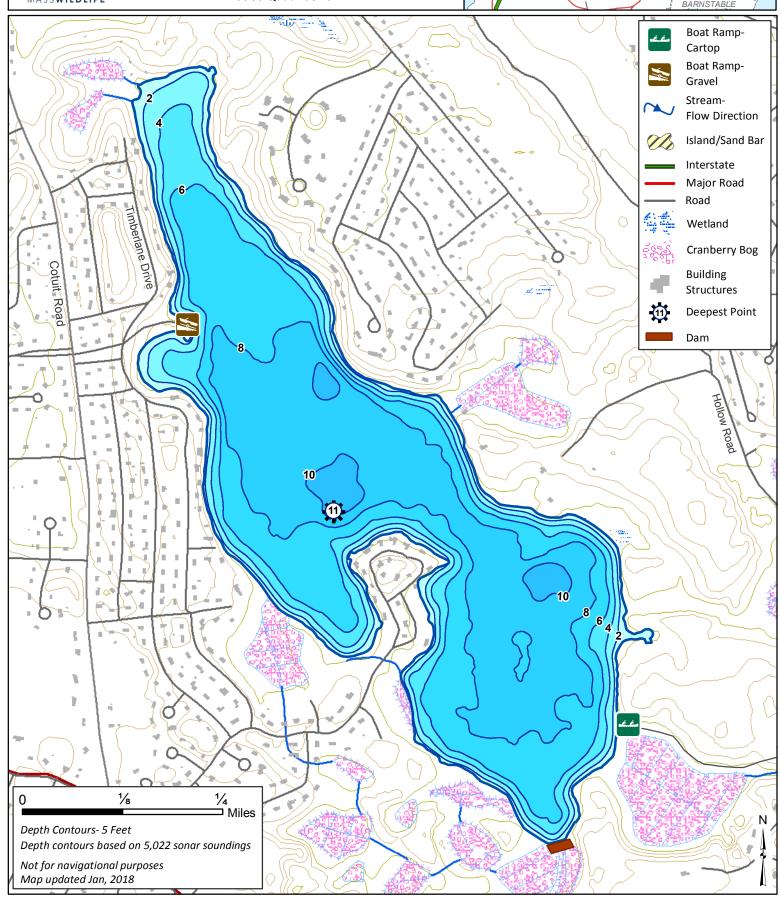
#### **Santuit Pond**

176 Acres Mashpee Cape Cod Watershed

Coordinates: 70°27'49"W 41°39'25"N

USGS Quad: COTUIT







#### The Commonwealth of Massachusetts

Executive Office of Health and Human Services
Department of Public Health
Bureau of Environmental Health
250 Washington Street, 7<sup>th</sup> Floor
Boston, MA 02108
(800) 532-9571 / (617)-624-5757

# CHILDHOOD LEAD POISONING PREVENTION PROGRAM (CLPPP) PROPERTY TRANSFER LEAD PAINT NOTIFICATION

Under Massachusetts and federal law, this notification package must be given to prospective purchasers of homes built before 1978. This package must be given in full to meet state and federal requirements. It may be copied, as long as the type size is not made smaller. Every seller and any real estate agent involved in the sale must give this package before the signing of a purchase and sale agreement, a lease with an option to purchase, or, under state law, a memorandum of agreement used in foreclosure sales. Sellers and agents must also tell the prospective purchaser any information they know about lead in the home. They must also give a copy of any lead inspection report, risk assessment report, Letter of Compliance or Letter of Interim Control. This package is for compliance with both state and federal lead notification requirements.

Real estate agents must also tell prospective purchasers that under the state Lead Law, a new owner of a home built before 1978 in which a child under six will live or continue to live must have it either deleaded or brought under interim control within 90 days of taking title. This package includes a check list to certify that the prospective purchaser has been fully notified by the real estate agent. This certification should be filled out and signed by the prospective purchaser before the signing of a purchase and sale agreement, a lease with an option to purchase or a memorandum of agreement used in a foreclosure sale. It should be kept in the real estate agent's files. After getting notice, the prospective purchaser has at least 10 days, or longer if agreed to by the seller and buyer, to have a lead inspection or risk assessment if he or she chooses to have one, except in cases of foreclosure sales. There is no requirement for a lead inspection or risk assessment before a sale. A list of private lead inspectors and risk assessors licensed by the Department of Public Health is attached and can also be found on the Childhood Lead Poisoning Prevention Program's website at www.mass.gov/dph/clppp.

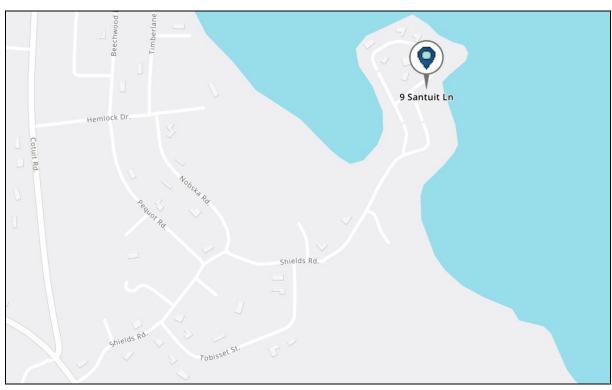
Sellers and real estate agents who do not meet these requirements can face a civil penalty of up to \$1,000 under state law; a civil penalty of up to \$10,000 and possible criminal sanctions under federal law, as well as liability for resulting damages. In addition, a real estate agent who fails to meet these requirements may be liable under the Massachusetts Consumer Protection Act.

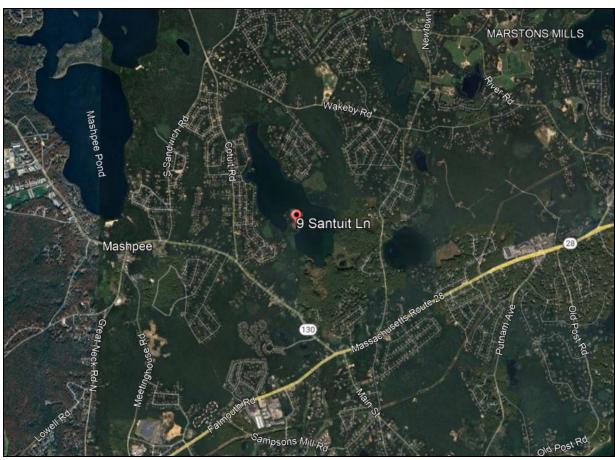
The property transfer notification program began in 1988 and has been very successful. It provides information you need to protect your child, or your tenants' child, from lead poisoning. Massachusetts has a tax credit of up to \$1,500 for each unit deleaded. There are also a number of grants and no-interest or low-interest loans available for deleading. It's up to you to do your part toward ending lead poisoning.

PLEASE TAKE THE TIME TO READ THIS DOCUMENT. LEAD POISONING IS THE NATION'S LEADING ENVIRONMENTAL HAZARD AFFECTING CHILDREN. DON'T GAMBLE WITH YOUR CHILD'S FUTURE.

CLPPP Form 94-2, 6/30/94, Rev. 2/03, Rev. 10/09

# MAP <u>9 SANTUIT LANE, MASHPEE, MA</u>







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



Justin Manning, CAI, AARE
President
Phone: 800-521-0111

Fax: 508-362-1073

JJManning.com

auctions@JJManning.com

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