

NEW BUSINESS

5-3-10

**COMMONWEALTH OF MASSACHUSETTS
TOWN OF MIDDLEBOROUGH
BOARD OF SELECTMEN (BOARD OF HEALTH)**

NOTICE OF BETTERMENT AGREEMENT April 27, _____, 2010.
NOTICE OF BETTERMENT

TO THE REGISTER OF DEEDS OF PLYMOUTH COUNTY

NOTICE is hereby given that the Board of Selectmen of the Town of Middleborough acting as a Board of Health pursuant to General Laws, Chapter 111, Section 127B 1/2 entered into a Betterment Agreement

Dated January 6, 2010 **with** Daniel & Jeanne Gillen
(insert date) **(insert name(s) of property owner(s))**

with respect to real estate located at 125 Miller Street
(insert address of property)

in Middleboro, Massachusetts and described in a deed recorded in the Plymouth County

Registry of Deeds in Book 093 **, Page** 113
(insert book and page)

or filed as Document Number _____ **with the Plymouth**
(insert document number of deed)

District of the Land Court. The purpose of the Betterment Agreement is to authorize and enable the aforesaid property owner(s) to cause the said property to be serviced properly

by a septic system funded by financial assistance from the Town of Middleborough in the sum of up to and not exceeding

Seventeen Thousand Two Hundred Eighty-One & 23/100 (\$ 17,281.23)
(insert amount in writing) (insert amount in numbers)

The aforesaid property owner(s) shall be responsible to pay the Town of Middleborough for all funds advanced to the owner(s) pursuant to the Betterment Agreement together with interest.

The Betterment Agreement and this Notice shall be subject to the provisions of Chapter 80 of the General Laws relative to the apportionment, division, reassessment and collection of Assessment, abatement and collections of assessments and to interest. The lien for betterment under Chapter 80, the Betterment Agreement and this Notice of Betterment Agreement shall take effect by operation of law on the day immediately following the due date of such assessment or apportioned part of such assessment.

This Notice of Betterment Agreement shall be a betterment under Chapter 80.

Marsha L. Brunelle, Chairman

Alfred P. Rullo Jr., Vice Chairman

Muriel C. Duphily

Stephen J. McKinnon

Steven P. Spataro

Board of Selectmen
Town of Middleborough

**Commonwealth of Massachusetts
County of Plymouth**

**On This _____ day of _____ 20____ before me the
undersigned Notary Public, personally appeared _____, proved
to me through satisfactory evidence of identification which was _____
to be the person whose name is signed on the preceding or attached document, and
acknowledged to me that he/she signed it voluntarily for its stated purpose(s).**

**Signature of Notary
Jacqueline M. Shanley**

**(Seal)
My commission expires:**

Location Release Agreement and Waiver

Location Address: 10 Nickerson Ave, Middleborough, MA

Description of Location: Town Hall

Taping Dates: TBD

The Town of Middleborough grants the Baystate Paranormal Society the non-exclusive right to enter and use the location on the above dates in connection with the production of a paranormal investigation. Owner shall provide entry and access to this location to members of the Baystate Paranormal Society. The Board of Selectmen represents and warrants that it has the full authority and power to enter into this agreement and to grant rights herein and that the consent of no other person or entity is required.

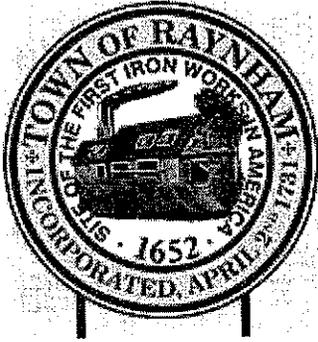
The Baystate Paranormal Society agrees to observe and obey all posted rules of the facility and further agrees to follow any oral instructions provided by the Board of Selectmen or their designee.

The Baystate Paranormal Society recognizes that there are certain inherent risks associated with paranormal investigations and assumes full responsibility for injury to any Baystate Paranormal Society team member or equipment and further releases and discharges the Town of Middleborough and any Town officer, official and employee for injury, loss or damage arising out of Baystate Paranormal Society's use or presence upon the facility. Baystate Paranormal Society agrees to pay for any damages caused by Baystate Paranormal Society's negligent, reckless or willfull actions.

The Town of Middleborough consents to the collection of evidence during the investigation of this location and its likeness which may include still photographs, film, videotape, sound recordings, audio devices or other reproductions of the location and agrees to allow the Baystate Paranormal Society to release such findings to the general public through written reports, television, radio or web sharing. The Baystate Paranormal Society agrees to provide the Town of Middleborough with a report on all findings as well as access to any and all collected information in any form with proper credit provided to Baystate Paranormal Society or its individual contributors. Baystate Paranormal Society further shall indemnify and hold the Town of Middleborough, officials, officers and employees harmless for any claims of whatever description arising from events at the Town Hall during the investigation(s)

I hereby agree to the stipulations stated in this release on behalf of the Baystate Paranormal Society.

By: _____ Date _____



TOWN OF RAYNHAM
Selectmen and Board of Health

558 South Main Street
Raynham, MA 02767
Tel: 508-824-2766
Tel: 508-824-2707
Fax: 508-824-1540

DATE: April 23, 2010

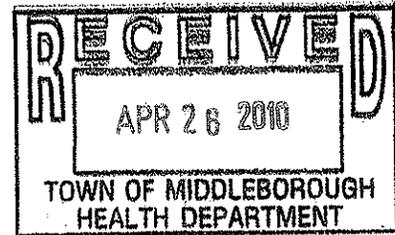
TO: Jeanne Spalding, Middleboro Health Officer

FROM: Alan Perry, Raynham Health Agent

RE: Middleborough-Raynham contract for Communicable Disease Investigation

Please find attached two signed copies of the contract for the above referenced services.

Thank you and if there are any questions please give me a call.



Agreement made by and between the Town of Middleborough acting by and through its Board of Selectmen/Health (hereafter "Middleborough") and the Town of Raynham acting by and through its Board of Selectmen/Health (hereafter "Raynham").

The parties hereto covenant and agree as follows:

1. Middleborough acting through its Health Department shall provide the following services (the "services") for the Town of Raynham Board of Health:

SCOPE OF SERVICES

I. General Administration - Procedures

- Receive all reports relative to communicable disease identified as reportable by the Department of Public Health, process all reports notifying the status and follow up investigation with the patient and with physician referrals.
- Make contact with patients and physicians for follow-up.
- Refer patients to resources for treatment and care guidelines.
- Maintain contact with the Raynham Board of Health relative to trends in illness in the schools and the community.
- Provide monthly reports to the Raynham Board of Health on Communicable Disease Investigation and Reporting Activities.

II. Communicable Diseases

- Investigate and report all diseases dangerous to the public health and reportable to Massachusetts Department of Public Health.
- Investigate outbreak of suspected food poisoning and obtain food intake history and request specimens as needed.
- Restrict employment of food handlers when necessary under the guidelines of Massachusetts Department of Public Health.
- Provide health information and health education to patients and families to prevent further disease spread.

III. Tuberculosis Control

- Investigate and report tuberculosis cases to tuberculosis control.
- Investigate and check all contacts and possible sources of disease.
- Ensure prompt diagnostic follow-up of patients and suspects.
- Monitor medications of patients and tuberculin positive contacts.
- Coordinate with state and patient's doctor for follow through.

2. Middleborough shall perform the services for Raynham for a term commencing on April 21, 2010 and ending on June 30, 2011.

3. Middleborough's Health Department employees shall provide the services. All administrative support and equipment needed to perform the services shall be the responsibility of Middleborough and its Health Department. The services shall be performed during normal, regular working hours of the Middleborough Health Department (Monday-

Friday from 8:00 a.m. to 5:00 p.m., excepting legal holidays). The Middleborough Health Department employs one part-time Registered Nurse. The primary nurse contact is also certified for food inspections. The part-time nurse is available during the work week with office hours, clinics and home visits. The part-time nurse shall be under the oversight and direction of the Middleborough Health Department while they perform services for Raynham under this agreement.

4. Raynham shall pay Middleborough for the services rendered hereunder by Middleborough at the rate of forty dollars (\$40.00) per hour for each hour that a Middleborough Health Department employee is engaged in carrying out services for Raynham hereunder. Middleborough shall bill Raynham monthly for services performed. Each monthly bill shall include the cost of services for the month prior to the bill. Raynham shall pay Middleborough the amount of each bill within thirty days of the date of billing.

5. Middleborough Health Department personnel will meet with the Raynham Board of Health at a minimum annually for a joint review of services provided under this agreement and to discuss modification or amendment of the agreement on which the parties may agree.

6. Either party may terminate this agreement at any time by written notice to the other party. Any such termination shall take effect sixty (60) days after the date a notice of termination is given. The parties may also by mutual agreement terminate this agreement.

7. This agreement is made pursuant to and shall be subject to the provisions of General Laws Chapter 40, Section 4A.

Witness the hands and seals of the undersigned this 20th day of April, 2010.

Town of Middleborough

By:

Board of Selectmen

Town of Raynham

By:

Shelley D. [Signature]
Marie A. [Signature]
[Signature]

Board of Selectmen

DECAS, MURRAY & DECAS

ATTORNEYS AT LAW

132 NORTH MAIN STREET • MIDDLEBORO • MASSACHUSETTS 02346 • (508) 947-4433

GEORGE C. DECAS (RETIRED)
DANIEL F. MURRAY, ESQUIRE
WILLIAM C. DECAS, ESQUIRE

REPLY TO POST OFFICE BOX 201
MIDDLEBORO, MA 02346-0201
FAX (508) 947-7147

WAREHAM OFFICE:
219-B MAIN STREET
(508) 947-4433

HAND DELIVER

April 27, 2010

Charles J. Cristello, Town Manager
Middleboro Town Hall
Nickerson Avenue
Middleboro, MA 02346

RE: Land exchange – South Middleborough

Dear Charlie:

I enclose four (4) copies each of two purchase and sale agreements. Please ask the Board of Selectmen to sign each copy in three places (Page 4, end of Addendum B, and end of Exhibit E).

Then please return all signed copies to me so I can send them to White McGill's attorney for its signature.

Very truly yours,



Daniel F. Murray

DFM/s

T-1331

Enclosures

cc: Robert W. Tennant, Esquire (via FAX#: 1-617-964-1307)

PURCHASE AND SALE AGREEMENT

From the Office of:
Daniel F. Murray, Esquire
P.O. Box 201
Middleboro, MA 02346

This 3rd day of May, 2010
White McGill Realty, LLC of 16 West Mill Street, Medfield, MA 02052 hereinafter called SELLER,
agrees to SELL and Town of Middleborough, Town Hall, Nickerson Avenue,
Middleboro, MA 02346
hereinafter called the BUYER OR PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the
following described premises: A vacant parcel of land on the southerly side of Wareham Street in
Middleboro, Massachusetts shown as Parcel A on the attached plot plan containing 56,445 square feet
of land. See Book 36289, Page 15 for title.

1. PARTIES
AND MAILING
ADDRESSES

2. DESCRIPTION
(include title
reference)

3. BUILDINGS,
STRUCTURES,
IMPROVEMENTS,
FIXTURES
(fill in or delete)

(See copy of Deed attached hereto as Exhibit "D").

Included in the sale as a part of said premises are the buildings, structures and improvements now thereon,
and the fixtures belonging to the SELLER and used in connection therewith including, if any, all wall-to-wall
carpeting, drapery rods, automatic garage door openers, Venetian blinds, window shades, screens, screen
doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges,
oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures,
garbage disposers, electric and other lighting fixtures, mantels, outside television antennas, fences, gates,
trees, shrubs, plants, and, ONLY IF BUILT IN, refrigerators, air conditioning equipment, ventilators,
dishwashers, washing machines and dryers; and

4. TITLE DEED
(fill-in)

Include here by specific
references any restrict-
tions, easements, rights
and obligations in party
walls not included in (b),
leases, municipal and
other liens, other
encumbrances, and
make provision to protect
SELLER against
BUYER's breach of
SELLER's covenants in
leases, where necessary

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

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

*(f)

5. PLANS

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

6. REGISTERED
TITLE

In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient
to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed
all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

7. PURCHASE PRICE
(fill-in); space is
allowed to write
out the amounts
if desired

The agreed purchase price for said premises is \$ consideration for said premises is Buyer's
conveyance to Seller of certain real estate of Buyer in Middleboro, Massachusetts as set forth in
another agreement between them of this date.

\$ have been paid as a deposit this day;
\$ are to be paid at the time of delivery or the deed in cash, or by certified,
cashier's, check(s)
\$ TOTAL



16. ADJUSTMENTS
(list operating expenses, if any, or attach schedule)
Collected rents, mortgage interest, water and sewer use charges, operating expenses (if any) according to the schedule attached hereto or set forth below, 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.
17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES
If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.
18. BROKER'S FEE
(fill in fee with dollar amount or percentage; also name of Brokerage firm(s))
A Broker's fee for professional services of ~~is due from the SELLER to~~ NO BROKER ASSOCIATED WITH THIS TRANSACTION TO WHOM A FEE OR COMMISSION IS DUE OR WILL BE DUE.
the Broker(s) herein, but if the SELLER pursuant to the terms of clause 21 hereof retains the deposits made hereunder by the BUYER, said Broker(s) shall be entitled to receive from the SELLER an amount equal to one half the amount so retained or an amount equal to the Broker's fee for professional services according to this contract, whichever is the lesser
19. BROKER(S) WARRANTY
(fill in name)
The Broker(s) named herein and warrant(s) that the Broker(s) is (are) duly licensed as such by the Commonwealth of Massachusetts.
20. DEPOSIT
(fill in name)
All deposits made hereunder shall be held in escrow by ~~an 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.~~
21. BUYER'S DEFAULT; DAMAGES
If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages unless within thirty days after the time for performance of this agreement or any extension hereof, the SELLER otherwise notifies the BUYER in writing and this shall be SELLER's sole remedy at law or in equity.
22. RELEASE BY HUSBAND OR WIFE
The SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises.
23. BROKER AS PARTY
The Broker(s) named herein join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to the Broker(s), and to any amendments or modifications of such provisions to which the Broker(s) agree(s) in writing.
24. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc.
If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal of the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
25. WARRANTIES AND REPRESENTATIONS
(fill in) if none, state "none"; if any listed, indicate by whom each warranty or representation was made
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 or previously made in writing, except the following additional warranties and representations, if any, made by either the SELLER or the Broker(s):
NONE - Premises are to be conveyed in an "As Is" condition.



26. MORTGAGE CONTINGENCY CLAUSE
(omit if not provided for in Offer to Purchase)

~~In order to help finance the acquisition of said premises, the BUYER shall apply for a conventional bank or other institutional mortgage loan of \$ _____ at prevailing rates, terms and conditions. If despite the BUYER's diligent efforts a commitment for such loan cannot be obtained on or before _____ the BUYER may terminate this agreement by written notice to the SELLER and/or the Broker(s), as agent(s) for the SELLER, prior to the expiration of such time, whereupon 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. In no event will the BUYER be deemed to have used diligent efforts to obtain such commitment unless the BUYER submits a complete mortgage loan application conforming to the foregoing provisions on or before _____~~

27. CONSTRUCTION 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 ensures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, 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 or the parties to it.

28. LEAD PAINT LAW

~~The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material 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.~~

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

30. CARBON MONOXIDE DETECTORS

~~For properties sold or conveyed after March 30, 2006, the Seller shall provide a certificate from the fire department of the city or town in which the premises are located, either in addition to or incorporated into the certificate described above, stating that the premises have been equipped with carbon monoxide detectors in compliance with M.G.L. c. 148 §26F 1/2 or that the Premises are otherwise exempted the Statute.~~

31. ADDITIONAL PROVISIONS

~~The initialed riders, if any, attached hereto, are incorporated herein by reference.
See Exhibits A, B, C, D and E attached hereto as part of this agreement.~~

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

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

SELLER
White McGill Realty LLC

BUYER
Town of Middleborough
By:

By: Daniel T. White, Manager

Board of Selectmen



Exhibit A
ARTICLE 16

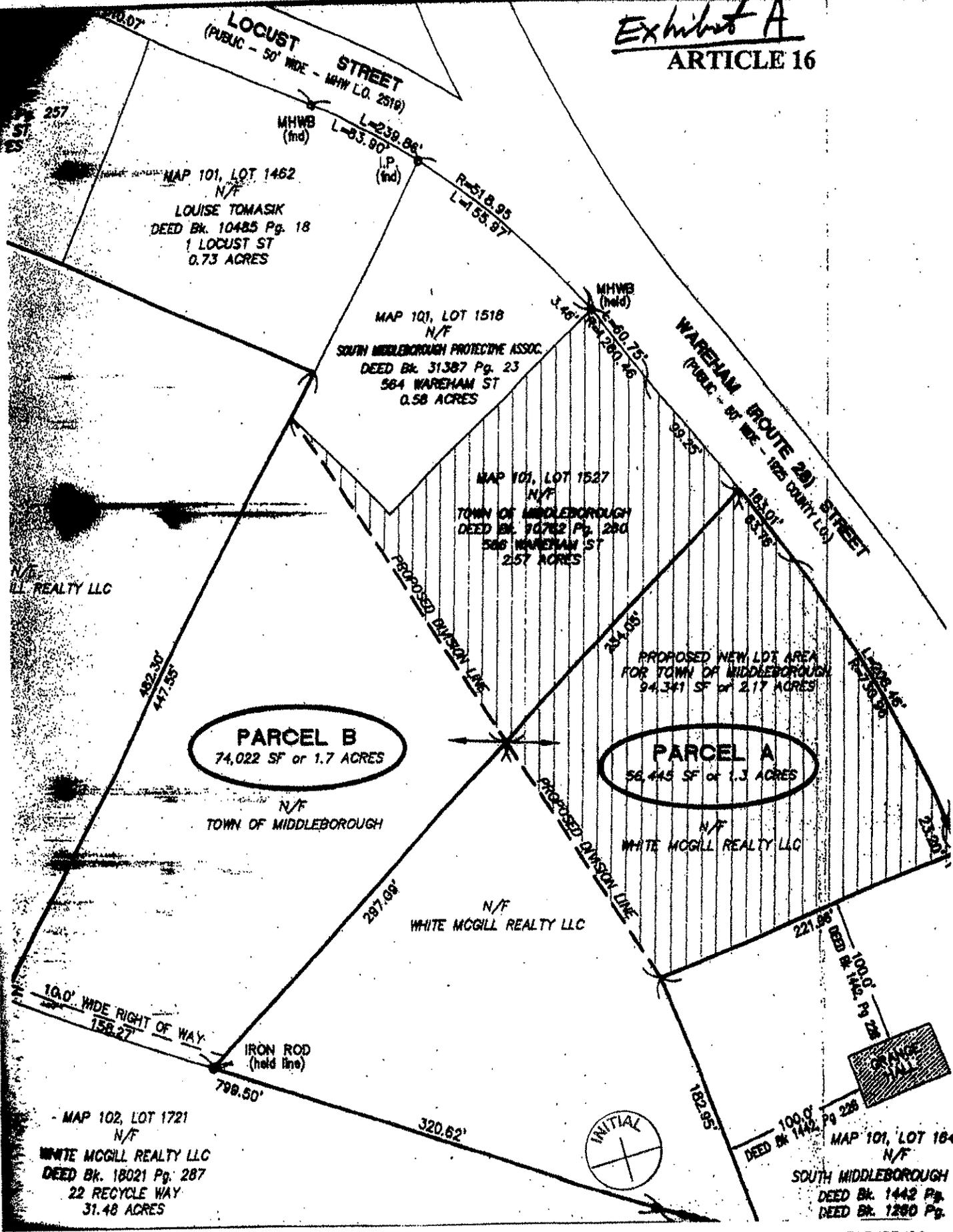


EXHIBIT "B"

32. It is understood that the sale herein is part of a simultaneous exchange of properties between the Buyer and Seller. The property to be conveyed to Seller by Buyer is described in another agreement between them of even date herewith. In the event that for any reason that conveyance to Seller is not consummated or in the event that said other agreement shall become null and void then this agreement shall thereupon become null and void without recourse to the parties hereto and no conveyance shall be made under this agreement.

33. Seller's deed to Buyer shall impose a right of entry for condition broken for the benefit of South Middleboro Protective Association, Inc. substantially in the form of the right of entry set forth in paragraph number 5 of a deed of South Middleboro Protective Association and the Trustees of South Middleboro Protective Association dated March 27, 1991 recorded in the Plymouth County Registry of Deeds in Book 10762, Page 260, such form to be subject to the approval of the Buyer.

34. Seller at Seller's expense shall prepare a Form A - Section 81P plan depicting the premises to be conveyed hereunder and obtain endorsement of the plan by the Town of Middleborough Planning Board. The plan shall be in a recordable form and recorded in the Plymouth County Registry of Deeds with the deed to Buyer.

SELLER
White McGill Realty LLC
By:

BUYER
Town of Middleborough
By:

Daniel T. White, Manager

Board of Selectmen



EXHIBIT "C"

Disclosure of Beneficial Interests in Real Property Transaction

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Planning and Operations, as required by M.G.L. c. 7, §40J, prior to the conveyance of or execution of a lease for the real property described below.

1. Public agency involved in this transaction: Town of Middleborough
2. Complete legal description of the property: A parcel of land containing 1.3 acres and being located on the southerly side of Wareham Street, Middleboro, Massachusetts. Title reference: Plymouth County Registry of Deeds, Book 36289, Page 15. Being a portion of Lot 2251 on Middleborough Assessors Map 101.
3. Type of transaction: Sale
4. Seller: White McGill Realty, LLC
Purchaser: Town of Middleborough
5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. *Note: If a corporation has or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must also be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need not be disclosed.*

<u>NAME</u>	<u>ADDRESS</u>
Daniel T. White	19 Sweetlandfarm Road, Norfolk, MA 02056
Donna White McGill	53A Anthony Road, Franklin, MA 02038

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts except as noted below:

<u>NAME</u>	<u>TITLE OR POSITION</u>
NONE	

6. This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named in item 1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to item 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Planning and Operations within 30 days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Signature: _____
Printed Name: Daniel T. White
Title: Manager
Date: April , 2010



PL 408-439

Exhibit "D"

70269
Received & Recorded
PLYMOUTH COUNTY
REGISTRY OF DEEDS
20 AUG 2008 01:18PM
JOHN R. BUCKLEY, JR.
REGISTER
Bk 36289 Pg 15-18

31

QUITCLAIM DEED

We, **JOHN W. REA AND ROY V. FAGERBERG, AS TRUSTEES OF RYDER PLACE REALTY TRUST**, under Declaration of Trust dated December 30, 2003 recorded with Plymouth Registry of Deeds in Book 27311, Page 177, c/o Roy V. Fagerberg, 1004 Maple Ridge Drive, Chapel Hill, North Carolina 27516 **FOR CONSIDERATION PAID OF** Four Hundred fifty thousand and 00/100 (\$450,000.00) Dollars **GRANT TO WHITE MCGILL REALTY, LLC** a Massachusetts Limited Liability Company, with its principal place of business at 16 West Mill Street, Medfield, Massachusetts, 02052 **WITH QUITCLAIM COVENANTS**

Two (2) parcels of land located in Middleborough, Massachusetts, Plymouth County:

Parcel I- Parcel B

M

A certain parcel of land located in Middleborough, Massachusetts, Plymouth County and being Parcel B as shown on a plan entitled "Plan of Land, Assessor's Map 101, Lot 2251, 36 Spruce Street, Middleborough, Massachusetts; prepared for White McGill Realty, LLC; Prepared by Silva Engineering Associates, P.C.; dated April 21, 2008, with a latest revision dated June 3, 2008 and recorded at the Plymouth County Registry of Deeds herewith.

ADDRESS OF PROPERTY: Parcel B and Lot C, 36 Spruce Street, Middleborough, MA 02346

Beginning at the Northeasterly corner of said lot and being South 08°23'15" and a distance of one hundred sixty two and 50/100 feet (162.50') from an iron pipe that is located in the southerly sideline of Locust Street as shown on said plan; thence

- South 08°23'15" East for a distance of four hundred eighty two feet and 30/100 feet (482.30') to and iron rod marking a corner; thence
- South 71°46'11" West for a distance of three hundred twenty and 61/100 feet (320.61') to an iron rod in stones marking a corner; thence
- South 20°22'14" East for a distance of six hundred fifty and 23/100 feet (650.23') to a circle of stones marking a corner; thence
- South 70°11'03" West for a distance of eighty nine and 18/100 (89.18') to a corner and the northerly sideline of the railroad; thence
- North 43°57'57" West for a distance of five hundred and 00/100 (500.00') along the northerly sideline of the railroad; thence
- North 46°02'03" East for a distance of sixteen and 50/100 (16.50) along the northerly sideline of the railroad; thence
- North 43°57'57" West for a distance of sixty three and 21/100 feet (63.21') along the northerly side line of the railroad; thence
- North 04°02'56" East for a distance of five hundred seventy one and 62/100 feet (571.62') to a corner; thence
- North 11°49'50" West for a distance of one hundred thirty nine and 32/100 Feet (139.32') to a corner; thence
- North 79°46'32" East for a distance of eighty four and 00/100 feet (84.00'); thence
- North 77°26'20" East for a distance of one hundred eighty eight and 00/100 feet (188.00'); thence
- North 78°50'25" East for a distance of one hundred ninety six and 61/100

WENANTA ERIER, P.C.
THE CHATHAM CENTER
20 CHAPIN STREET, SUITE 600
NEWTON, MASSACHUSETTS 02459

5745/57



32

feet (196.61') to the point of beginning

Said parcel containing 393,315 SF or 9.03 Acres as shown on said plan.

With the benefit of a 10 foot Right of Way beginning at the Southwesterly corner of Lot C as shown on the above referenced plan.

Parcel II- Lot C

inc lous

A certain parcel of land located in Middleborough, Massachusetts, Plymouth County and being Lot C as shown on a plan entitled "Plan of Land, Assessor's Map 101, Lot 2251, 36 Spruce Street, Middleborough, Massachusetts; prepared for White McGill Realty, LLC; Prepared by Silva Engineering Associates, P.C.; dated April 21, 2008, with a latest revision dated June 3, 2008 and recorded at the Plymouth County Registry of Deeds herewith.

Beginning at a point on the southerly sideline of Wareham Street which is South 57°23'40" East and a distance of twenty three and 20/100 feet (23.20') from a Massachusetts Highway Bound; thence

- South 32°47'19" West for a distance of two hundred twenty one and 06/100 feet (221.06') to a corner; thence
- South 57°12'41" East for a distance of one hundred eight two and 95/100 Feet (182.95') to a stone wall and a corner; thence
- South 69°02'29" West along a stone wall, for a distance seventy one and 00/100 feet (71.00') to an iron rod; thence
- South 71°46'11" West for a distance of three hundred twenty and 62/100 feet (320.62') to an iron rod and a corner; thence
- North 07°13'53" East for a distance of five hundred thirty one and 14/100 feet (531.14') to the southerly sideline of Wareham Street and a corner; thence
- South 73°44'03" East along the southerly sideline, of Wareham Street for a distance of sixty three and 76/100 feet (63.76') ; thence

Along a curve to the right on the southerly sideline of Wareham Street having a radius of seven hundred thirty and 96/100 feet (730.96') for a distance two hundred eight and 46/100 feet (208.46') to a Massachusetts Highway Bound; thence

- South 57°23'40" East along the southerly sideline of Wareham Street for a distance of twenty three and 20/100 feet (23.20') to the point of beginning.

Said parcel containing 112,801 SF or 2.58 acres as shown on said plan.

With the benefit of a 10 foot Right of Way beginning at the Southwesterly corner of Lot C as shown on the above referenced plan



For title see deed of Nellie G. Ryder to Ryder Place Realty Trust dated December 26, 2003 recorded with Norfolk Registry of Deeds in Book 27311 Page 180.
Primalta

WITNESS our hands and seals on behalf of the aforementioned Trust this 19th day of August, 2008.

RYDER PLACE REALTY TRUST

BY: John W. Rea - Trustee
JOHN W. REA, TRUSTEE

BY: Roy V. Egerberg Trustee
ROY V. EGERBERG, TRUSTEE



08/20/08 1:10PM 01
000000 7330
FEE \$2052.00
CASH \$2052.00

STATE OF MASSACHUSETTS

MODLESER, ss
county

On this 19th day of August, 2008, before me, the undersigned notary public, personally appeared John W. Rea, TRUSTEE of the RYDER PLACE REALTY TRUST, proved to me through satisfactory evidence of identification, which was his MASS. DRIVERS LICENSE to be the



person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of said Trust, before me.

[Handwritten Signature]

Notary Public *ROBERT W. TENNANT*
My Commission Expires *12/26/08*

SEAL



ROBERT W. TENNANT
Notary Public
Commonwealth of Massachusetts
My Commission Expires
December 26, 2008

STATE OF North Carolina

Orange, ss
(County)

On this 11th day of August, 2008, before me, the undersigned notary public, personally appeared Roy V. Fagerber, TRUSTEE of the RYDER PLACE REALTY TRUST, proved to me through satisfactory evidence of identification, which was his NOA, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of said Trust, before me.

[Handwritten Signature]

Notary Public *Donna L. Cooper*
My Commission Expires: *March 30th 2013*

SEAL

TENNANT & EYER, P.C.
THE GARDEN CENTER
29 CRAFTS STREET, SUITE 600
NEWTON, MASSACHUSETTS 02459

white mcgill spruce street deed



EXHIBIT "E"

1. **CONDITION OF TITLE**

Any title matter which is the subject of a title standard of the Massachusetts Real Estate Bar Association (REBA) at the time for delivery of the deed shall be covered by said title standard to the extent applicable. Any matter or practice arising under or relating to this agreement which is the subject of a practice standard of the Massachusetts Real Estate Bar Association (REBA) shall be governed by such standard to the extent applicable.

Without limiting any other provision of this Agreement, the premises shall not be considered to be in compliance with the provisions of this Agreement regarding title unless:

- (a) all buildings, structures and improvements on the premises including, but not limited to any driveway(s), garage(s), cesspools(s), well(s), septic systems, and leach fields and all means of access to said premises shall be located completely within the boundary lines of said premises and shall not encroach upon or under the property of any other person or entity, unless legally permitted by way of recorded easement.
- (b) no building, structure, improvement, way or property of any kind encroaches upon or under said premises from other premises; unless legally permitted by way of recorded easement.
- (c) title to said premises is insurable, for the benefit of the BUYER, by a nationally recognized title insurance company in a fee owner's policy of title insurance, at normal premium rates, in the American Land Title Association form currently in use, subject only to those printed exceptions to title normally included in the "jacket" to such form or policy and not inconsistent with the provisions of this Agreement.

2. **WRITTEN NOTICE OR COMMUNICATIONS**

No written notice or written communication, not already complied with, has been received by SELLER from (a) any public authority that (i) the premises are not zoned for their present use, or (ii) there exists with respect to the premises any condition which violates any municipal, state or federal law, rule or regulation, or (b) any insurance carrier of the premises regarding any dangerous, illegal or other condition requiring any corrective action.



3. LITIGATION OR PROCEEDINGS

SELLER has no knowledge of any litigation or proceedings, pending or threatened, against or relating to the premises.

4. CONDEMNATION OR SPECIAL ASSESSMENT

SELLER has no knowledge of nor has SELLER received any written notice of taking, condemnation or special assessment, actual or proposed, with respect to the premises.

5. RESTRICTIVE AGREEMENTS

To best of SELLER'S knowledge, all terms and conditions of recorded restrictive agreements applicable to the premises have been met, if any.

6. TOXIC OR HAZARDOUS MATERIALS OR SUBSTANCES

The SELLER represents to the best of SELLER's knowledge, there are no articles or substances on the premises which are toxic or hazardous. The provisions of this paragraph shall survive delivery of the Deed.

7. UNDERGROUND STORAGE TANKS OR RELATED APPARATUS

SELLER has no knowledge of any underground storage tanks or related apparatus (including piping) for fuel oil, waste oil or other petroleum products, has not removed such tanks or apparatus from the premises and has no knowledge of any releases into the soil from such tanks or apparatus. The provisions of this paragraph shall survive delivery of the Deed.

8. CHANGE IN FACTS

Except as otherwise herein provided, the representations and warranties contained in this Agreement refer to the date of execution of this Agreement. SELLER will promptly notify Buyer of any change in facts which arise prior to the closing which would make any such representation or warranty untrue if such state of facts had existed on the date of execution of this Agreement.



9. NOTICE

Any notice, demand, or other communication under this Agreement (including notice of change of address) shall be deemed sufficiently given if delivered or mailed, postage prepaid by certified or registered mail, return receipt requested, or by recognized overnight courier service or by in-hand delivery, or time stamped facsimile transmission addressed as follows:

To the BUYER'S attorney:

Daniel F. Murray, Esquire
Decas, Murray & Decas
132 North Main Street
Middleboro, MA 02346
(508) 947-4433
FAX (508) 947-7147
Email: Decasmurraydecas@yahoo.com

To the SELLER'S attorney:

Robert W. Tennant, Esquire
Tennant & Ewer, P.C.
29 Crafts Street, Suite 500
Newton, Massachusetts 02460
(617) 964-1300
FAX (617) 964-1307
Email: Tennant@tennant-ewer.com

10. CONFLICT

In the event there is a conflict between the terms of the Riders and the principal agreement, the terms of the Riders shall control.

BUYER:

Town of Middleborough

By: _____

Board of Selectmen

SELLER:

White McGill Realty LLC

By: _____
Daniel T. White, Manager



PURCHASE AND SALE AGREEMENT

From the Office of:
Daniel F. Murray, Esquire
P.O. Box 201
Middleboro, MA 02346

This 3rd day of May, 2010
Town of Middleborough, Town Hall, Nickerson Avenue, Middleboro, MA 02346
hereinafter called SELLER, agrees to SELL and White McGill Realty, LLC of 16 West Mill Street,
Medfield, MA 02052
hereinafter called the BUYER OR PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the
following described premises:

1. PARTIES
AND MAILING
ADDRESSES

2. DESCRIPTION
(include title
reference)

A vacant parcel of land off the southerly side of Wareham Street in Middleboro, Massachusetts
shown as Parcel B on the attached plot plan (Exhibit A) containing 74,022 square feet of land.
See Plymouth County Registry of Deeds, Book 10762, Page 260 for title. (See copy of Deed
Attached hereto as Exhibit "D").

3. BUILDINGS,
STRUCTURES,
IMPROVEMENTS,
FIXTURES
(fill in or delete)

Included in the sale as a part of said premises are the buildings, structures and improvements now thereon,
and the fixtures belonging to the SELLER and used in connection therewith including, if any, all wall-to-wall
carpeting, drapery rods, automatic garage door openers, Venetian blinds, window shades, screens, screen
doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges,
oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures,
garbage disposers, electric and other lighting fixtures, mantels, outside television antennas, fences, gates,
trees, shrubs, plants, and, ONLY IF BUILT IN, refrigerators, air conditioning equipment, ventilators,
dishwashers, washing machines and dryers; and

4. TITLE DEED
(fill-in)

Include here by specific
references any restrict-
tions, easements, rights
and obligations in party
walls not included in (b),
leases, municipal and
other liens, other
encumbrances, and
make provision to protect
SELLER against
BUYER's breach of
SELLER's covenants in
leases, where necessary

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

- (a) Provisions of existing building and zoning laws;
(b) Existing rights and obligations in party walls which are not the subject of written agreement;
(c) Such taxes for the then current year as are not due and payable on the date of the delivery of
such deed;
(d) Any liens or municipal betterments assessed after the date of this agreement;
(e) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or
materially interfere with the current use of said premises;
*(f) Ten (10) foot wide right of way easement.

5. PLANS

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

6. REGISTERED
TITLE

In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient
to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed
all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

7. PURCHASE PRICE
(fill-in); space is
allowed to write
out the amounts
if desired

The agreed purchase price for said premises is \$ — consideration for said premises is Buyer's
conveyance to Seller of certain real estate of Buyer in Middleboro, Massachusetts as set forth in
another agreement between them of this date.

\$ — have been paid as a deposit this day;
\$ — are to be paid at the time of delivery of the deed in cash, or by certified,
cashier's, check(s)
\$ TOTAL



16. ADJUSTMENTS
(list operating expenses, if any, or attach schedule)
- Collected rents, mortgage interest, water and sewer use charges, operating expenses (if any) according to the schedule attached hereto or set forth below, 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.~~
17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES
- If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.
18. BROKER'S FEE
(fill in fee with dollar amount or percentage; also name of Brokerage firm(s))
- A Broker's fee for professional services of ~~is due from the SELLER to~~ NO BROKER ASSOCIATED WITH THIS TRANSACTION TO WHOM A FEE OR COMMISSION IS DUE OR WILL BE DUE.
- ~~the Broker(s) herein, but if the SELLER pursuant to the terms of clause 21 hereof retains the deposits made hereunder by the BUYER, said Broker(s) shall be entitled to receive from the SELLER an amount equal to one half the amount so retained or an amount equal to the Broker's fee for professional services according to this contract, whichever is the lesser~~
19. BROKER(S) WARRANTY
(fill in name)
- The Broker(s) named herein and warrant(s) that the Broker(s) is (are) duly licensed as such by the Commonwealth of Massachusetts.
20. DEPOSIT
(fill in name)
- All deposits made hereunder shall be held in escrow by ~~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.~~
21. BUYER'S DEFAULT; DAMAGES
- If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages unless within thirty days after the time for performance of this agreement or any extension hereof, the SELLER otherwise notifies the BUYER in writing and this shall be SELLER's sole remedy at law or in equity.
22. RELEASE BY HUSBAND OR WIFE
- The SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises.
23. BROKER AS PARTY
- The Broker(s) named herein join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to the Broker(s), and to any amendments or modifications of such provisions to which the Broker(s) agree(s) in writing.
24. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc.
- If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal of the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
25. WARRANTIES AND REPRESENTATIONS
(fill in) if none, state "none"; if any listed, indicate by whom each warranty or representation was made
- 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 or previously made in writing, except the following additional warranties and representations, if any, made by either the SELLER or the Broker(s):
- NONE - Premises are to be conveyed in an "As Is" condition.



26. MORTGAGE CONTINGENCY CLAUSE
(omit if not provided for in Offer to Purchase)

~~In order to help finance the acquisition of said premises, the BUYER shall apply for a conventional bank or other institutional mortgage loan of \$ _____ at prevailing rates, terms and conditions. If despite the BUYER's diligent efforts a commitment for such loan cannot be obtained on or before _____ the BUYER may terminate this agreement by written notice to the SELLER and/or the Broker(s), as agent(s) for the SELLER, prior to the expiration of such time, whereupon 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. In no event will the BUYER be deemed to have used diligent efforts to obtain such commitment unless the BUYER submits a complete mortgage loan application conforming to the foregoing provisions on or before _____~~

27. CONSTRUCTION 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 ensures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, 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 or the parties to it.

28. LEAD PAINT LAW

~~The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material 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.~~

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

30. CARBON MONOXIDE DETECTORS

~~For properties sold or conveyed after March 30, 2006, the Seller shall provide a certificate from the fire department of the city or town in which the premises are located, either in addition to or incorporated into the certificate described above, stating that the premises have been equipped with carbon monoxide detectors in compliance with M.G.L. c. 148 §26F 1/2 or that the Premises are otherwise exempted the Statute.~~

31. ADDITIONAL PROVISIONS

~~The initialed riders, if any, attached hereto, are incorporated herein by reference.
See Exhibits A, B, C, D and E attached hereto as part of this agreement.~~

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

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

SELLER:
Town of Middleborough
By:

Board of Selectmen

BUYER:
White McGill Realty LLC
By:

Manager: Daniel T. White



EXHIBIT "B"

32. It is understood that the sale herein is part of a simultaneous exchange of properties between the Buyer and Seller. The property to be conveyed to Seller by Buyer is described in another agreement between them of even date herewith. In the event that for any reason that conveyance to Seller is not consummated or in the event that said other agreement shall become null and void then this agreement shall thereupon become null and void without recourse to the parties hereto and no conveyance shall be made under this agreement.

33. Seller's performance of this agreement shall be contingent upon obtaining a release of the premises from a right of entry for condition broken held by South Middleboro Protective Association, Inc. and successors of South Middleboro Protection Association Trust contained in an instrument dated March 27, 1991 recorded in the Plymouth County Registry of Deeds in Book 10762, Page 260.

34. Buyer shall at Buyer's expense prepare a Form A - Section 81P plan depicting the premises to be conveyed hereunder and obtain endorsement of the plan by the Town of Middleborough Planning Board. The plan shall be in a recordable form and recorded in the Plymouth County Registry of Deeds with the deed to Buyer.

35. Buyer at closing shall pay to the Seller payments in lieu of taxes pursuant to General Laws, Chapter 44, Section 6 3A. The parties agree that the sale price of the premises to be conveyed shall be \$73,000.00 for purposes of said Section 63A and for all other purposes.

SELLER
Town of Middleborough
By:

BUYER
White McGill Realty LLC
By:

Daniel T. White, Manager

Board of Selectmen



EXHIBIT "C"

Disclosure of Beneficial Interests in Real Property Transaction

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Planning and Operations, as required by M.G.L. c. 7, §40J, prior to the conveyance of or execution of a lease for the real property described below.

1. Public agency involved in this transaction: Town of Middleborough
2. Complete legal description of the property: A parcel of land containing 1.7 acres and being located on the southerly side of Wareham Street, Middleboro, Massachusetts. Title reference: Plymouth County Registry of Deeds, Book 10762, Page 260. Being a portion of Lot 1527 on Middleborough Assessors Map 101.
3. Type of transaction: Sale
4. Seller: Town of Middleborough
Purchaser: White McGill Realty, LLC

5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. *Note: If a corporation has or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must also be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need not be disclosed.*

<u>NAME</u>	<u>ADDRESS</u>
Daniel T. White	19 Sweetlandfarm Road, Norfolk, MA 02056
Donna White McGill	53A Anthony Road, Franklin, MA 02038

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts except as noted below:

<u>NAME</u>	<u>TITLE OR POSITION</u>
NONE	

6. This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named in item 1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to item 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Planning and Operations within 30 days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Signature: _____
Printed Name: Daniel T. White
Title: Manager
Date: April , 2010



Exhibit "D"

February 18, 1992

58317

15478

BK 10762PG260

QUITCLAIM DEED

We, SOUTH MIDDLEBORO PROTECTIVE ASSOCIATION, INC., a corporation duly established and existing under the laws of the Commonwealth of Massachusetts with a regular place of business in Middleborough, Massachusetts and LAWRENCE A. GANNON and WILLIAM J. GRENEY, JR., surviving Trustees of the South Middleboro Protective Association under a Declaration of Trust dated July 29, 1952 recorded in the Plymouth County Registry of Deeds in Book 3209, Page 446 in consideration of ONE (41.00) DOLLAR paid grant to the TOWN OF MIDDLEBOROUGH, a municipal corporation with a place of business at Kickerson Street, Middleborough, Plymouth County, Massachusetts 02346 with QUITCLAIM COVENANTS a certain parcel of land and buildings on the southerly side of Wareham Street (Route 28) in Middleborough, Massachusetts which is presently used for a fire station by the grantors and which is more particularly bounded and described as follows:

Beginning at an iron pipe filled with cement at the Southwesterly corner of the South Middleboro School House lot, which pipe is located Southwesterly 162 feet 6 inches from the retaining wall on the sidewalk on the said southerly side of Route 28 at or near its intersection with Locust Street; thence Southwesterly 505 feet to an iron pipe in the back line of the land formerly owned by said Mary A. Wallen; thence Easterly by said backline 158 feet to an iron pipe; thence Northeastly, by a line running to intersect the side line of State Highway Route 28 at an angle of about 90°, a distance of 529 feet; thence Westerly in line of said Highway 160 feet to the Northeastly corner of the said school house lot; thence Southerly by said school house lot 157 feet to its Southeastly corner; thence Westerly and parallel to Route 28, according to its original layout, 106 feet to the point of beginning. Containing 2 1/2 acres of land, more or less.

This parcel is subject to a right of way ten feet in width extending along the entire Southwesterly or rear line of said parcel, the said rear line being the Southwesterly side line of said ten foot right of way.

The within described real estate shall be used for fire station purposes by the grantee and shall be managed and controlled by the grantee's Board of Selectmen subject to the following conditions:

1. The exterior stone facade of the building may not be altered or expanded and the canopy to the rear of the station must remain intact, except with the approval of the officers of the South Middleboro Protective Association, Inc. and the Trustees of the South Middleboro Protective Association.
2. The Town will permit the use of the building and the grounds by grantors, and other neighborhood and service organizations for meetings and functions, provided that these meetings and functions do not interfere with the operation of the Station.
3. Personal property of the grantors may be stored in the building provided such property does not interfere with the operation of the Station. The Town, however, will not be responsible for protection of such property or loss or damage thereto.
4. The grantors will be permitted to erect a plaque commemorating and honoring those Middleborough citizens who founded The South Middleboro Protective Association at a location determined by grantors and the Board of Selectmen.

5. If the Town of Middleborough fails to use the real estate for fire station purposes and such failure continues for a period of six months after written notice thereof from grantors to the Town of Middleborough provided that if the Town of Middleborough proceeds with due diligence during such six-month period to

Property Address: Wareham Street (Route 28), Middleboro, MA 02346

Row

MAP	1971
LOT	76

112/01-1527

- SALES/A
- DATA/A
- MAPS
- GRANTEE
- GRANTOR
- A-CARDS
- APPRAISAL
- CARDS
- DATA

Return to: Daniel F. Murray, Esq.
P.O. Box 201
Middleboro, MA 02346

Received & Recorded
PLYMOUTH COUNTY
REGISTRY OF DEEDS
18 FEB 1992 10:31AM
JOHN D. RIORON
REGISTER



February 18, 1992

58318

BK10762PG261

reinstated such use and is unable to do so within such time, said six-month period shall be extended by the time reasonably necessary to reinstate such use) then the grantors at any time thereafter may enter upon the property in order to re-vest title whereupon the real estate conveyed herein shall revert to grantors.

Subject to and with the benefit of right and easements of record insofar as the same are in force and effect.

See the Estate of Mary A. Wallen (Plymouth County Probate Court No. 18899) for title. See also an Agreement dated January 11, 1991 recorded in the Plymouth County Registry of Deeds in Book 3347 Page 11.

The undersigned hereby release the Town of Middleborough from any and all claims for damage under Massachusetts General Laws, Chapter 79 or otherwise on account of and arising out of a confirmatory order of taking to be made by the Town of Middleborough Board of Selectmen of the within conveyed premises subject to the terms and conditions of this deed.

WITNESS the hands and seals of the undersigned trustees, and the said South Middleboro Protective Association, Inc. has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by FRANCIS A. BELL, III, its President and PHILIP A. HOLLIS, its Treasurer hereto duly authorized this 27th day of March, 1991.

CANCELLED

RECEIVED
MIDDLEBORO
PL. REGISTRY
22/31/92
MKT
CASH
\$ 4.50
\$ 2.60
\$ 4.50
\$ 2.60
\$ 4.50
\$ 2.60
\$ 4.50
\$ 2.60

THE SOUTH MIDDLEBORO PROTECTIVE ASSOCIATION

BY: Lawrence A. Cannon
LAWRENCE A. CANNON, TRUSTEE
William L. Greely, Jr.
WILLIAM L. GREELY, JR., TRUSTEE

SOUTH MIDDLEBORO PROTECTIVE ASSOCIATION, INC.

BY: Francis A. Bell III 1-15-92
FRANCIS A. BELL, III, PRESIDENT
Philip A. Hollis
PHILIP A. HOLLIS, TREASURER

COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, SS.

now number 15, 1991

Then personally appeared the above named LAWRENCE A. CANNON, Trustee of The South Middleboro Protective Association, Inc. and acknowledged the foregoing instrument to be the free act and deed of The South Middleboro Protective Association before me.

Lawrence A. Cannon
Notary Public
My Commission Expires: 1-15-92



COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, SS

1991

Then personally appeared the above named FRANCIS A. BELL, III, President of South Middleborough Protective Association, Inc. and acknowledged the foregoing instrument to be the free act and deed of The South Middleboro Protective Association, Inc., before me.

Philip A. Hollis
Notary Public
My Commission Expires: 12-12-97



EXHIBIT "E"

1. **CONDITION OF TITLE**

Any title matter which is the subject of a title standard of the Massachusetts Real Estate Bar Association (REBA) at the time for delivery of the deed shall be covered by said title standard to the extent applicable. Any matter or practice arising under or relating to this agreement which is the subject of a practice standard of the Massachusetts Real Estate Bar Association (REBA) shall be governed by such standard to the extent applicable.

Without limiting any other provision of this Agreement, the premises shall not be considered to be in compliance with the provisions of this Agreement regarding title unless:

- (a) all buildings, structures and improvements on the premises including, but not limited to any driveway(s), garage(s), cesspools(s), well(s), septic systems, and leach fields and all means of access to said premises shall be located completely within the boundary lines of said premises and shall not encroach upon or under the property of any other person or entity, unless legally permitted by way of recorded easement.
- (b) no building, structure, improvement, way or property of any kind encroaches upon or under said premises from other premises; unless legally permitted by way of recorded easement.
- (c) title to said premises is insurable, for the benefit of the BUYER, by a nationally recognized title insurance company in a fee owner's policy of title insurance, at normal premium rates, in the American Land Title Association form currently in use, subject only to those printed exceptions to title normally included in the "jacket" to such form or policy and not inconsistent with the provisions of this Agreement.

2. **WRITTEN NOTICE OR COMMUNICATIONS**

No written notice or written communication, not already complied with, has been received by SELLER from (a) any public authority that (i) the premises are not zoned for their present use, or (ii) there exists with respect to the premises any condition which violates any municipal, state or federal law, rule or regulation, or (b) any insurance carrier of the premises regarding any dangerous, illegal or other condition requiring any corrective action.

- 1 -

F:\RE\White McGill Realty Exhibit E.doc



3. LITIGATION OR PROCEEDINGS

SELLER has no knowledge of any litigation or proceedings, pending or threatened, against or relating to the premises.

4. CONDEMNATION OR SPECIAL ASSESSMENT

SELLER has no knowledge of nor has SELLER received any written notice of taking, condemnation or special assessment, actual or proposed, with respect to the premises.

5. RESTRICTIVE AGREEMENTS

To best of SELLER'S knowledge, all terms and conditions of recorded restrictive agreements applicable to the premises have been met, if any.

6. TOXIC OR HAZARDOUS MATERIALS OR SUBSTANCES

The SELLER represents to the best of SELLER's knowledge, there are no articles or substances on the premises which are toxic or hazardous. The provisions of this paragraph shall survive delivery of the Deed.

7. UNDERGROUND STORAGE TANKS OR RELATED APPARATUS

SELLER has no knowledge of any underground storage tanks or related apparatus (including piping) for fuel oil, waste oil or other petroleum products, has not removed such tanks or apparatus from the premises and has no knowledge of any releases into the soil from such tanks or apparatus. The provisions of this paragraph shall survive delivery of the Deed.

8. CHANGE IN FACTS

Except as otherwise herein provided, the representations and warranties contained in this Agreement refer to the date of execution of this Agreement. SELLER will promptly notify Buyer of any change in facts which arise prior to the closing which would make any such representation or warranty untrue if such state of facts had existed on the date of execution of this Agreement.

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9. NOTICE

Any notice, demand, or other communication under this Agreement (including notice of change of address) shall be deemed sufficiently given if delivered or mailed, postage prepaid by certified or registered mail, return receipt requested, or by recognized overnight courier service or by in-hand delivery, or time stamped facsimile transmission addressed as follows:

To the SELLER's attorney:

Daniel F. Murray, Esquire
Decas, Murray & Decas
132 North Main Street
Middleboro, MA 02346
(508) 947-4433
FAX (508) 947-7147
Email: Decasmurraydecas@yahoo.com

To the BUYER's attorney:

Robert W. Tennant, Esquire
Tennant & Ewer, P.C.
29 Crafts Street, Suite 500
Newton, Massachusetts 02460
(617) 964-1300
FAX (617) 964-1307
Email: Tennant@tennant-ewer.com

10. CONFLICT

In the event there is a conflict between the terms of the Riders and the principal agreement, the terms of the Riders shall control.

SELLER:

Town of Middleborough

By: _____

Board of Selectmen

BUYER:

White McGill Realty LLC

By: _____
Daniel T. White, Manager

